

Monday, November 28, 2022, 7:00 P.M.
Regular Commission Meeting Agenda



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

Mayor Alan Fiers
Vice Mayor Scott McCrannels

Commissioner Tracy Larcher
Commissioner Janet Kortenhaus
Commissioner Brian Tyler

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

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

Meeting link:

<https://townofpalmbeachshores.my.webex.com/townofpalmbeachshores.my/j.php?MTID=m9d8cb4f54acaa9d32447786ca3bb8f02>

Meeting number: 2630 977 5878 Password: 1128 Join by phone +1-408-418-9388 United States
Toll Access code: 2630 977 5878

Regular Commission Meeting Agenda

1) CALL TO ORDER

- a) Pledge of Allegiance
- b) Roll Call

2) APPROVAL OF MEETING AGENDA

(Additions, substitutions, deletions)

3) APPROVAL OF CONSENT AGENDA

- a) Commission Meeting Minutes, October 24, 2022
- b) Special Commission Meeting November 14, 2022

4) AGREEMENTS:

- a) Drainage Easement Agreement with Kannega Glades LLC.
- b) Memorandum of Understanding with Kannega Glades LLC.

5) REPLAT & VARIANCES

- a) **REPLAT-22-01**, Kannega Glades LLC, Owner of 123 Ocean Avenue 101, requests approval to replat Lots 617-618, as recorded in Plat Book 23, at Pages 29-32, Plat of Palm Beach Shores, into one (1) platted lot. The properties are located in Zoning District D.
- b) **VAR22-02**, Kannega Glades LLC, Owner of 123 Ocean Avenue 101, requests Variance Review to allow for 1) a variance from Pf. 8.7 to allow for 29.4 foot front yard setback where Town Code requires 40 feet, a variance of 10.6 feet; 2) a variance from Pf. 8.9 to allow for 21.8 foot rear yard setback where Town Code requires 70 feet, a variance of 48.2 feet; 3) a variance from Pf. 8.8 to allow for 15 foot side yard setbacks where Town Code requires 18 feet for each story over two stories, a variance of 3 feet; and 4) a variance from Pf. 8.5 to allow for 39.1% lot

coverage where the maximum allowed by Code is 24% for a six-story building, a variance of 15.1%.

- c) **VAR22-03**, Kannega Glades LLC, Owner of 123 Ocean Avenue 101, requests Variance Review to allow for a variance from Pf. 8.3 to allow for the top of beam to be at 68 feet where Town Code limits the beam height to 63 feet measured from the grade elevation, a variance of 5 feet.

6) DEPARTMENT AND BOARD REPORTS:

o **Financial Report:**

- o September 2022
- o October 2022
- o Fund Balance Assignments
- o Capital Asset Disposals

Staff Reports:

- o Sheriff's Department
- o Fire Department
- o Public Works
- o Town Clerk
- o Planning and Zoning Chairman
- o Town Attorney

7) RESOLUTIONS:

Vote: R-12-22 Budget Amendment #3 FY 2022

Vote: R-13-22 Budget Amendment #1 FY 2023

8) ORDINANCES:

First Reading Ordinance O-4-22

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

9) COMMISSION REPORTS

Mayor Fiers

- Update on Water Main Project
- Update on Underground Utilities Project

10) OTHER BUSINESS

- Vote: Lawn Maintenance/landscaping bids/contract
- Vote: CSA -ENG 22-03 Right of Way Survey

11) DISCUSSION ITEMS:

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

13) ADJOURNMENT

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

Monday, October 24, 2022, at 7:00 pm



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

Mayor Alan Fiers
Vice Mayor Scott McCranels

Commissioner Tracy Larcher
Commissioner Janet Kortenhaus
Commissioner Brian Tyler

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

Minutes

CALL TO ORDER

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

APPROVAL OF MEETING AGENDA

Motion: Commissioner Brian Tyler made a motion to approve the meeting agenda as amended by striking the FIND grant under other business and adding an update on the Inlet Encroachment Plan and Action under other business.

Second: Commissioner Janet Kortenhaus seconded the Motion.

Vote: Motion passed 5-0

APPROVAL OF CONSENT AGENDA

- a) Commission Meeting Minutes, September 26, 2022
- b) Final Budget Hearing Minutes, September 26, 2022.
- c) Approve Special Event – Permit 22-06. Turkey Trot Run- November 24, 2022. Hosted by The Marriott. Approximately 150 people are attending.
- d) Approve Special Event- Permit 22-07. Reindeer Run- December 24, 2022. Hosted by The Marriott. Approximately 130 people attending.
- e) Approve Special Event Permit 22-11. Private Birthday Party. Hosted by Frances Ortega-Rakley. Approximately 70-100 People are attending.

Discussion: Commission asked PBSO Sgt. Langevin to ensure they know the possible route change because of the water main project.

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

Second: Vice Mayor McCranels seconded the Motion.

Vote: Motion passed 5-0

DEPARTMENT AND BOARD REPORTS

Financial Reports: Town Administrator Wendy Wells presented the Financial Report for the Month of September 2022. Mrs. Wells said the Fiscal Year ended on September 30, 2022, and she is working on closing the Fiscal Year. The final numbers will be available in November for the Fiscal year. Commissioner Tyler asked if the money from the Building Department would be deferred revenue. Mrs. Wells as many expenditures that can be allocated to it will be.

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

Second: Commissioner Brian Tyler seconded the Motion.

Vote: Motion Passed 5-0.

Staff Reports:

- **Sheriff's Department:** PBSO Sgt. Steve Langevin recapped his monthly report and statistics and elaborated on the arrests and crimes deputies have responded to. Deputies will hand out candy on October 31, 2022, for the Trunk and Treat. There will also be a "Conversation with a Cop" on November 10, 2022; Deputies will be on hand, along with the Sheriff's horses, therapy dogs, and staff. The Sailfish Marina and Marriott will provide donuts and refreshments. Sgt. Langevin also commented on a recent crime that happened in the 100 block of Inlet Way; he said that while reviewing the camera system, they observed fishermen violating wildlife laws, and as a result, they invited FWC to come and enforce those laws and a total of eighty-two violations were written. There was a lengthy discussion with Commissioners regarding traffic and method of travel during the water main project. There are extra deputies enforcing traffic laws. Commission asked Sgt. Langevin how to get Riviera Beach to cooperate and enforce traffic at Lake and Blue Heron with motorists ignoring the barricades. Sgt. Langevin said it's not something they can enforce without causing a negative relationship with them. The Contractor for the water main project needs to submit a new MOT and remove the signs.
- **Fire Department:** Chief Steedman said that the Town recently went to a private company for plan review and fire inspections, the Town previously used PBCFR. The Chief and the new Inspector were able to go through the previous inspection reports for the past five years that PBCFR has relinquished; he was also able to go on-site with the new Inspector. CAP Government has an online software system that the Chief has access to; it allows him to review and approve plans and time stamp them. He feels the new alignment with CAP will be very positive and thanked the Commissioners for supporting the change. PBSFD will be hosting two in-service training classes in November; one will be about elevator rescue and will be held at the Community Center; the elevator will not be used for the training class. The second training class will be for Driver/Engineer, which helps with liability for the Town in the event of an unfortunate incident involving fire apparatus. The Chief also gave an update and review of the monthly statistics. In conclusion, the Chief said to save the date of March 11, 2022, St. Patrick's Day Parade. Chief Steedman answered Commissioner's questions.
- **Public Works:** Director Welch reiterated his monthly report and updated current projects. Mr. Welch gave an update on the Canopy project at the Community Center and the restroom restorations at the Community Center, and he is working on an RFP for Lawn Services; the current company is having trouble showing up and doing an adequate job. A termination letter has been sent to Brightview, and he has not received a response. He also sent a termination letter for tree trimming services. The palm tree coconuts were dangerous, and the decision was made to hire a company for immediate trimming for the public's safety. Mr. Welch said he had received much feedback about the manhole covers; he is aware that they are noisy when you drive over them, but they impose no danger. Director Welch updated the tidal valve project on Tacoma Lane; they are waiting for the lining material, which comes from Germany; as soon as the material is available, they can move forward with the project as soon as the water main project is complete. Director Welch said that he and the Mayor have been trying to work with the Contractor and the City of Riviera Beach on the traffic and, more specifically, the detours for the water main project. Director Welch has been working with them to keep the roads open at night when the crews leave. They should be opening Lake and Blue Heron by late November. Mr. Welch answered Commissioner's questions.
- **Town Clerk:** The Town Clerk reported that the March 14, 2023, Municipal Election Qualifying period will begin on November 1, 2022, at Noon and continue until November 18, 2022, at Noon.

Candidate Packets will be available on October 28, 2022. There are two seats up for re-election this year, Commissioner Tracy Larcher and Commissioner Janet Kortenhaus.

- **Town Attorney:** Mr. Davis had no report this month.
- **Planning and Zoning Chairman:** Chairman Cohn presented pictures to the Commissioners of parking issues on Ocean Avenue and said the Planning and Zoning Board discussed the parking situation at their last meeting. The Board would like to see PBSO provide more enforcement for traffic and parking. The Board suggests the Town work with property owners to correct the situation, perhaps by suggesting or even future implementation of diagonal parking. The Board also proposes flashing stop signs when the road project is completed. Chairman Cohn invited the public to attend the next P&Z Board as there are two large building projects on the agenda.
- **Mayor Fiers:** Mayor Fiers commented that the water main project is a very frustrating project to deal with because the contract is between the City of Riviera Beach and the Contractor, and we don't have a lot of say or control. There are issues with the project being underbid, and change orders are almost doubling the costs; the original price was 1.4 million, and the change orders are 1.8 million, making the relationship between the Contractor and Riviera Beach unpleasant. Riviera Beach controls the project, but he and Director Welch are trying to work with them. The project is going much slower than anticipated; the original plans did not include fire suppression waterlines that are in place for larger buildings, and adding these to the project has been difficult. The underground utility conduit depths also vary, so the Contractor has had to work around this, which is more difficult than anticipated. The good news is that the Contractor has promised to patch and pave Lake Drive to the south of Blossom and open the Lake and Blue Heron intersection. This will substantially improve traffic flow in the Town.
- **Road Repaving Project:** Mayor Fiers said, Once the water main work is completed, we will be repaving all of Lake, Inlet, and Bamboo. We may also have sufficient funds to pave Edwards and Cascade as well. We will pave other east/west lanes if we have sufficient funds. The engineering staff will make the selection of any additional lanes. Before paving, a Vulnerability Assessment is being done to ensure the Town takes all reasonably possible steps to minimize tidal flooding because of seawater rise.
 - AT&T is working on converting the remaining multiple-unit buildings. This needs to be done before the remaining lines can come down; some lines have been removed in the north half of Town. AT&T ran their final 200 feet of conduit in the south half of Town and will begin offering service before mid-November.
 - Port of Palm Beach. Mayor Fiers recently attended a meeting regarding expanding the Port by widening and deepening it. The Port Authority would like to expand the Port and build an inland port someplace in the Glades. This is the second attempt to expand the Port; the first was in 2010, at which time the Town of Palm Beach and the Town of Palm Beach Shores were strongly opposed. There was a brief discussion amongst the Commissioners regarding the extent of the dredging, the type of work required, and the impact it would have on the Town.

ORDINANCES:

Second Reading: ORDINANCE NO. O-6-22

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT APPENDIX A. ZONING. AT SECTION XV. VARIANCES AND SPECIAL EXCEPTIONS. BY REPEALING REFERENDUM LANGUAGE PROHIBITED BY STATE LAW AND UPDATING THE LEGAL ADVERTISING AND PUBLIC NOTICE PROCEDURES FOR ALL VARIANCE AND SPECIAL EXCEPTION APPLICATIONS; PROVIDING THAT EACH AND EVERY OTHER SECTION

AND SUBSECTION OF APPENDIX A. ZONING. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Attorney Keith Davis read by title only Ordinance O-6-22 and provided a brief recap of the Ordinance. Revising the Ordinance will replace older and outdated language prohibited by the State of Florida. The revised Ordinance will make noticing the public for Special Exceptions Requests and Variance Requests simpler and less costly for applicants.

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

Second and Vote: Commissioner Brian Tyler seconded the Motion.

Motion passed 5-0.

OTHER BUSINESS:

- East Channel FIND Grant Agreement. Mayor Fiers said this item would be returned to the Commissioners in future months; the agreement was not quite ready.
- Recommendations RFQ Engineering Services. Planning and Zoning Chairman Jerry Cohn presented the Selection Committee's recommendation to Commission. There were four submissions; all four were well-qualified and submitted the proper paperwork. Three of the four had previous experience with the Town. The Selection Committee recommends; Simmons and White, Engenuity, and FTC. Attorney Keith Davis explained the process of appointing the firms, and once the decision is voted on, the final agreements will come back to Commission for approval.
- **Motion:** Commissioner Larcher made a motion to accept the recommendations and to appoint all three companies.
Second: Vice Mayor Scott McCranel seconded the Motion. Motion passed 5-0.
- Drainage and Maintenance Agreement - Kannega Glades, LLC and the Town of Palm Beach Shores. Attorney Keith Davis provided an overview of the agreement and explained that the agreement would provide a drainage agreement with Kannega Glades and the Town for irrigation purposes. Kannada Glades would be responsible for installation and repairs.
Discussion: Commissioners discussed the maintenance and would like additional language added, allowing the Town to have more say when maintenance is needed. Without this agreement, Kannega Glades would have to move forward with their drainage in another way by tying into the existing drainage system. Commission would like to see the elevation and the parking lot agreement before proceeding.
Motion: Commissioner Tyler made a motion to amend the language and have the item brought back before Commission for approval.
Second: Vice Mayor McCranel seconded the Motion. Motion passed 5-0.

DISCUSSION:

- Inlet Park- Mayor Fiers said that he and Director Welch have started to review the Survey- map. Mayor Fiers, Jerry Cohn, and Alan Welch will go to the inlet before the next Commission Workshop. The items they are considering are the Shuffleboard, the Shed, the electric transformer, and the traffic pattern. The Town will be taking action, which will be discussed at the next Commission Workshop. It will be outlined on the Survey, with a plan of action in place by the end of the year. John Peterson reiterated the Committee's recommendations.

PUBLIC COMMENTS:

Grace Sterrett commented that the Committee would like the no trespassing signs removed and the gate opened immediately. Ms. Sterrett recommends that the Town act immediately, as recommended by the Inlet Committee.

Penny Brand asked when the pole in her backyard would be removed by Comcast. Director Welch was able to answer Ms. Brand's questions.

ADJOURNMENT:

Motion: Commissioner made a motion to adjourn the meeting.

Second: Commissioner seconded the Motion.

Vote: Motion passed unanimously.

The meeting was adjourned at 9:02 pm.

Approved this 28th day of November 2022.

ATTEST:

Alan Fiers, Mayor

Jude M. Goudreau, Town Clerk

(Seal)

Monday, November 14, 2022, 7:00 pm
Special Commission Meeting



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

Mayor Alan Fiers
Vice Mayor Scott McCranel

Commissioner Tracy Larcher
Commissioner Janet Kortenhaus
Commissioner Brian Tyler

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

Minutes

CALL TO ORDER

Mayor Fiers called the meeting to order at 7:00 pm. Those present were Mayor Alan Fiers, Commissioner Tracy Larcher, Commissioner Brian Tyler, Commissioner Janet Kortenhaus, and Town Administrator Wendy Wells. Also in attendance was Town Attorney Keith Davis. Vice Mayor Scott McCranel was absent from the meeting.

VOTE:

- a) Agreement for Professional Engineering Services & Fee Schedule – Simmons & White
- b) Agreement for Professional Engineering Services & Fee Schedule – Engenuity
- c) Agreement for Professional Engineering Services & Fee Schedule – Florida Technical Consultants
- d) CSA ENG-22-01 – Recurring plan review work
- e) CSA ENG-22-02 – Oversight of the Roads Project

Motion: Commissioner Brian Tyler made a motion to approve the Agreements with Simmons & White, Engenuity, and Florida Technical Consultants.

Second: Commissioner Tracy Larcher seconded the Motion.

Vote: Motion passed 4-0

Motion: Commissioner Brian Tyler made a motion to approve CSA ENG-22-01.

Second: Commissioner Janet Kortenhaus seconded the Motion.

Vote: Motion passed 4-0

Motion: Commissioner Brian Tyler made a motion to approve CSA ENG-22-02.

Second: Commissioner Janet Kortenhaus seconded the Motion.

Vote: Motion passed 4-0

PUBLIC COMMENTS: None

ADJOURNMENT:

Motion: Commissioner Brian Tyler made a motion to adjourn the meeting.

Second: Commissioner Tracy Larcher seconded the Motion.

Vote: Motion passed 4-0.

The meeting was adjourned at 7:06 pm.

Approved this **28th** day of November 2022.

ATTEST:

Alan Fiers, Mayor

Jude M. Goudreau, Town Clerk

(Seal)

ADJOURNMENT:

Motion: Commissioner Brian Tyler made a motion to adjourn the meeting.

Second: Commissioner Tracy Larcher seconded the Motion.

Vote: Motion passed 4-0.

The meeting was adjourned at 7:06 pm.

Approved this **28th** day of November 2022.

ATTEST:

Alan Fiers, Mayor

Jude M. Goudreau, Town Clerk

(Seal)

AFTER RECORDING RETURN TO:

Town of Palm Beach Shores
Town Clerk
247 Edwards Lane
Palm Beach Shores, Florida 33404
Telephone: (561) 844-3457

DRAINAGE EASEMENT AND MAINTENANCE AGREEMENT

THIS DRAINAGE EASEMENT AND MAINTENANCE AGREEMENT (the "**Agreement**") is made this ____ day of _____, 2022, between the **TOWN OF PALM BEACH SHORES**, a Florida municipal corporation, having an address at 247 Edwards Lane, Palm Beach Shores, Florida 33404 ("**Town**"), and **KANNEGA GLADES, LLC**, a Florida limited liability company, having an address at 3930 Coral Ridge Drive, Coral Springs, FL 33065 ("**Kannega**").

WITNESSETH

A. Town is the fee simple owner of certain real property located within its municipal boundaries in Palm Beach County, Florida, more particularly described in **Exhibit "A"** attached hereto (the "**Town Parcel**").

B. Kannega is the fee simple owner of certain real property located in Town in Palm Beach County, Florida, more particularly described in **Exhibit "B"** attached hereto (the "**Kannega Parcel**").

C. The Town Parcel and the Kannega Parcel are herein collectively referred to as the "**Parcels**", and each individually as a "**Parcel**".

D. Kannega wishes to construct and install an underground exfiltration system under the Town Parcel for the flow of surface water from the Kannega Parcel into such system and to utilize same for such purposes pursuant to terms, conditions and requirements stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, Town and Kannega hereby grant, covenant and agree as follows:

ARTICLE I
GRANT OF EASEMENT

Section 1.1 Drainage Easement and Access Easement for Maintenance.

Town specifically grants to Kannega, for the benefit of the Kannega Parcel, a perpetual, non-exclusive easement to discharge stormwater onto portions of the Town's "**Surface Water**

Management System" (as hereinafter defined) located on the Town Parcel as more particularly depicted on **Exhibit "C"** ("**Town Drainage Easement Area**"). Discharge shall be made in accordance with the applicable South Florida Water Management District Environmental Resource Permit along with any necessary infrastructure to facilitate the stormwater discharge within the Town Drainage Easement Area as is permitted and on file with the Town ("**Kannega Drainage Infrastructure**"). For purposes of this Agreement, the term "**Surface Water Management System**" shall mean and refer to all existing drainage pipes, retention and detention facilities and related appurtenances and facilities which together constitute and comprise the surface water management and drainage system for the Town Parcel originally constructed and installed in accordance with the requirements of the South Florida Water Management District.

Section 1.2 Relocation of Easement and Drainage Infrastructure.

In its sole and absolute discretion, the Town shall have the right to relocate all or a portion of the Town Drainage Easement Area on its Parcel and to relocate, alter or otherwise change the Kannega Drainage Infrastructure located from time to time within said Easement Area; provided, however, (a) any relocated Drainage Easements and Drainage Infrastructure shall maintain capacity to accommodate the surface water discharge from the Kannega Parcel equivalent or better than the discharge described in the Drainage Permit; (b) the relocated Easement Areas shall connect to the Kannega Parcel at the same point of connection as same existed before relocation, (c) drainage Infrastructure shall be relocated in a manner so as to assure the continued use of such infrastructure with all interruptions in service to be minimized to the extent reasonably possible; and (d) any such relocation shall be at the sole expense of the Town. Upon completion of any such relocation, the Town and Kannega shall enter into an amendment to this Agreement, in form sufficient for recordation in the Public Records of Palm Beach County, Florida (i) describing the relocated Easement Area and/or relocated Drainage Infrastructure, and (ii) affirming and setting forth Kannega's continued rights to use the Easement Area, all on terms and conditions similar to those contained in this Agreement and in no event inferior to those set forth herein, binding on all persons and/or entities having an interest in such land(s) across or upon whose land(s) such relocated, altered or changed Easement Area then exist.

ARTICLE II MAINTENANCE AND OPERATION

Section 2.1 Maintenance and Repair.

The Parties shall be responsible to maintain and repair the Town Drainage Easement Area, as follows:

(a) Kannega Responsibilities; Restoration. Kannega shall operate, maintain, repair and replace all Kannega Drainage Infrastructure located within the Town Drainage Easement Area at its sole cost and expense. Kannega shall maintain the quality of the storm water infrastructure and discharges therefrom located in the Town Drainage Easement Area in a good, safe, clean and orderly state of repair, condition and appearance. In the event that there is disagreement on the condition of said infrastructure or said discharges therefrom, and / or the need for maintenance, repair or replacement of any infrastructure, or the improvement of the quality of discharge therefrom, the Town through its appropriate personnel shall make the final determination regarding such disagreement. If, as a result of the exercise of any easement rights or maintenance obligations created under this Agreement, Kannega damages or disturbs the Town Parcel, Kannega shall, at its sole expense, promptly repair or restore the Town Parcel, as nearly as possible, to the condition existing prior to such damage or disturbance.

(b) Town Responsibilities. Town shall maintain the parking area over which the Kannega Drainage Infrastructure is located including, but not limited to, the applicable South Florida Water Management Environmental Resource Permit for the drainage of the Town Parcel.

ARTICLE III CASUALTY AND EMINENT DOMAIN

Section 3.1 Casualty.

In the event any Kannega Drainage Infrastructure located within the Town Drainage Easement Area is destroyed, Kannega shall promptly cause the repair, restoration or rebuilding of such infrastructure to the extent necessary to restore the affected areas to their previously improved condition.

Section 3.2 Eminent Domain.

In the event the whole or any part of the Town Drainage Easement Area shall be taken by right of eminent domain or any similar authority of law (a "**Taking**"), the entire award for the value of the land and improvements so taken shall belong to the Town, and Kannega shall have no right to claim any portion of such award by virtue of any interest created by this Agreement. Kannega, however, may file a collateral claim with the condemning authority over and above the value of the land being so taken to the extent of any damage suffered by Kannega resulting from the severance of the land or improvements so taken if such claim shall not operate to reduce the award allocable to the Town for the Town Parcel taken. In the event of a partial Taking, the Town shall grant to Kannega replacement, non-exclusive, perpetual Easements over portions of the Town's Parcel adjoining the area of the Taking as required to replace the portions of the Easement Area as nearly as possible to the condition existing prior to the Taking. In no event shall the Town be responsible for replacing any Kannega Drainage Infrastructure lost or removed as a result of the Taking, or reimbursing Kannega for same.

ARTICLE IV DEFAULTS AND REMEDIES

Section 4.1 Defaults: Lien Against Kannega Property.

(a) If any Party shall default in the performance of an obligation required of such Party (such Party being herein called a "**Defaulting Party**"), the Non-Defaulting Party, in addition to all other remedies it may have at law or in equity, after thirty (30) days' prior written notice to the Defaulting Party, as herein defined (or in the event of an emergency after such notice as is practicable under the circumstances), shall have the right to perform such obligation on behalf of the Defaulting Party. In such event, the Defaulting Party shall reimburse the Non-Defaulting Party the cost thereof, together with interest thereon from the date of outlay at a rate equal to the highest rate permitted by applicable Florida law (the "**Interest Rate**"), no later than thirty (30) days after written demand from the Non-Defaulting Party.

(b) Any such claim for reimbursement by Town, together with interest thereon as aforesaid, shall be secured by a lien on the Kannega Parcel and improvements thereon, which lien shall be effective upon the recording of a notice thereof in the Clerk of Court of Palm Beach County, Florida. The lien shall be subordinate to any first mortgage or deed of trust now or hereafter affecting the subject Kannega Parcel (a "**First Mortgage**"); and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's

sale) under any such First Mortgage shall take title subject only to this Agreement and liens thereafter accruing pursuant to this **Section 4.1**.

Section 4.2 Remedies.

In the event of a default, and failure to cure, by any Party of any obligation of this Agreement, the other Party shall be entitled to seek any and all remedies available to it at law and in equity to enforce the terms of this Agreement.

Section 4.3 Indemnification.

Kannega hereby agrees to indemnify, save and hold Town harmless from and against any and all damages, expenses, losses, claims, injuries and liabilities arising or resulting from or in connection with Kannega's negligent use of the easements granted herein, and all claims and actions brought by third parties resulting from and arising in connection with Kannega's negligent use of the easements granted herein. Notwithstanding the foregoing, however, Town agrees that to the maximum extent lawful and available it shall assert its right to sovereign immunity in the case of third party claims against it for which it is entitled to indemnification hereunder; provided, however, that Kannega shall, as part of its indemnity hereunder, be responsible for the costs of Town doing so.

Section 4.4 Nonwaiver.

No delay or omission of any Party in the exercise of any right accruing upon any default of any other Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, (i) no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement, and (ii) all remedies at law or in equity shall be available.

Section 4.5 Non-terminable Agreement.

No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have hereunder by reason of any breach of the provisions of this Agreement. No breach of the provisions of this Agreement shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value covering any part of the Parcels, and any improvements thereon.

Section 4.6 Force Majeure.

In the event any Party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of Acts of God, strikes, lockouts, pandemics, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other party, adverse weather conditions preventing the performance of work as certified to by an architect, war or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such Party.

Section 4.7 Estoppels.

At the request of any Party or its Mortgagee, the other Party shall execute and deliver to the requesting Party within fifteen (15) days after receipt of written request, an estoppel certificate confirming that this Agreement is in full force and effect, that no default exists under this Agreement, or if such a default exists, stating the nature of the default and confirming such other matters regarding this Agreement as may reasonably be included in the estoppel certificate.

ARTICLE V TERM

Section 5.1 Term.

Except as provided herein this Agreement and the easements, rights, obligations and liabilities created hereby shall be perpetual to the extent permitted by law.

ARTICLE VI EFFECT OF INSTRUMENT

Section 6.1 Kannega Mortgage Subordination.

Any mortgage, deed to secure debt or deed of trust affecting any portion of the Kannega Parcel shall at all times be subject and subordinate to the terms of this Agreement, except to the extent expressly otherwise provided herein, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Agreement, subject to **Section 4.1** hereof. Kannega hereby represents and warrants to Town that there is no presently existing mortgage or deed of trust lien on its Parcel, other than mortgage or deed of trust liens that are expressly subordinate to the lien of this Agreement.

Section 6.2 Binding Effect.

Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed, as the case may be, by either Party to this Agreement is made by such Party not only personally for the benefit of the other Party hereto but also as owner of a portion of the Parcels and shall constitute equitable servitude on the portion of the Parcels owned by such Party appurtenant to and for the benefit of the other portions of the Parcels. Any transferee of any part of the Parcels shall automatically be deemed, by acceptance of the title to any portion of the Parcels, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in its Parcel and to have agreed with the then owner or owners of all other portions of the Parcels to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement and the transferor shall upon the completion of such transfer be relieved of all further liability under this Agreement except liability with respect to matters that may have arisen during its period of ownership of the portion of the Parcels so conveyed that remain unsatisfied.

Section 6.3 No Third-Party Beneficiaries.

Nothing contained in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

Section 6.4 Successors and Assigns.

This instrument and the conditions and requirements stated herein shall run with and bind the Parcels and any and all successors in title thereto. Specifically with respect to the Kannega Parcel, it is Kannega's intention to develop a residential condominium on the Kannega Parcel and upon the recording of the Declaration of Condominium for same and the incorporation of its condominium association, the rights, benefits, privileges, responsibilities and obligations of Kannega hereunder shall be deemed automatically transferred to and assumed by said condominium association on behalf of its members and Kannega shall thereupon be released from all of same except to the extent of any retained membership in such condominium association.

**ARTICLE VII
NOTICES**

Section 7.1 Notices.

Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express), sent by telefax (transmission confirmed) or via pdf or other electronic media, or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to Town at: Town of Palm Beach Shores
 247 Edwards Lane
 Palm Beach Shores, Florida 33404
 Attn: Jude M. Goudreau, Town Clerk
 Email: jgoudreau@pbstownhall.org

With a copy to: Town of Palm Beach Shores
 247 Edwards Lane

Palm Beach Shores, FL 33404
Attn: Keith W. Davis, Esq., Town Attorney
Email: keith@davislawteam.com

If to Kannega: Kannega Glades, LLC
3930 Coral Ridge Drive
Coral Springs, FL 33065
Attn: Deepak Khosa
Email: john@elationrealty.com

With a copy to: Cherry, Edgar & Smith, P.A.
8409 N. Military Trail, Suite 123
Palm Beach Gardens, FL 33410
Attn: Charles W. Edgar, III, Esq.
Email: CEdgar@cherryedgarlaw.com

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Miscellaneous.

(a) If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for the resolution of any dispute regarding this Agreement shall be a court of competent jurisdiction in Palm Beach County, Florida.

(c) The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

(d) Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

(e) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(f) This Agreement may be amended, modified, or terminated at any time by an amendment in writing, executed and acknowledged by all the Parties to the Agreement, or their successors or assigns.

(g) Except to the extent expressly prohibited or restricted by the terms and provisions of this Agreement or by applicable law, a Party may alter or reconfigure its Parcel and may construct thereon such additional improvements as that Party deems necessary or advisable. This Agreement shall not limit the right of each Party at any time to establish on its Parcel additional licenses, easements, reservations and rights of ways to itself, to utility companies or to

others as may from time to time be reasonably necessary for the proper use of the Parcels.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

WITNESSES:

TOWN OF PALM BEACH SHORES, a Florida
municipal corporation

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Drainage Easement and Maintenance Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by _____, who is ☐ personally known to me or ☐ who has produced a Florida driver's license as identification and who did/did not take an oath, and who stated that they executed same on behalf of the Town Palm Beach Shores for the purposes therein expressed.

(Seal)

NOTARY PUBLIC, State of Florida

WITNESSES:

KANNEGA GLADES, LLC, a Florida limited liability company

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Drainage Easement and Maintenance Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by _____, who is ☐ personally known to me or ☐ who has produced a Florida driver's license as identification and who did/did not take an oath, and who stated that they executed same on behalf of Kannega Glades, LLC for the purposes therein expressed.

(Seal)

NOTARY PUBLIC, State of Florida

EXHIBIT "A"

TOWN PARCEL

LEGAL DESCRIPTION:

Tract M of Palm Beach Shores, according to the Plat thereof recorded in Plat Book 23, Page 31,
of the Public Records of Palm Beach County, Florida

EXHIBIT "B"

KANNEGA PARCEL

LEGAL DESCRIPTION:

Lots 616 and 617, Palm Beach Shores, according to the Plat thereof, as recorded in Plat Book 23, Page 29, of the Public Records of Palm Beach County Florida.

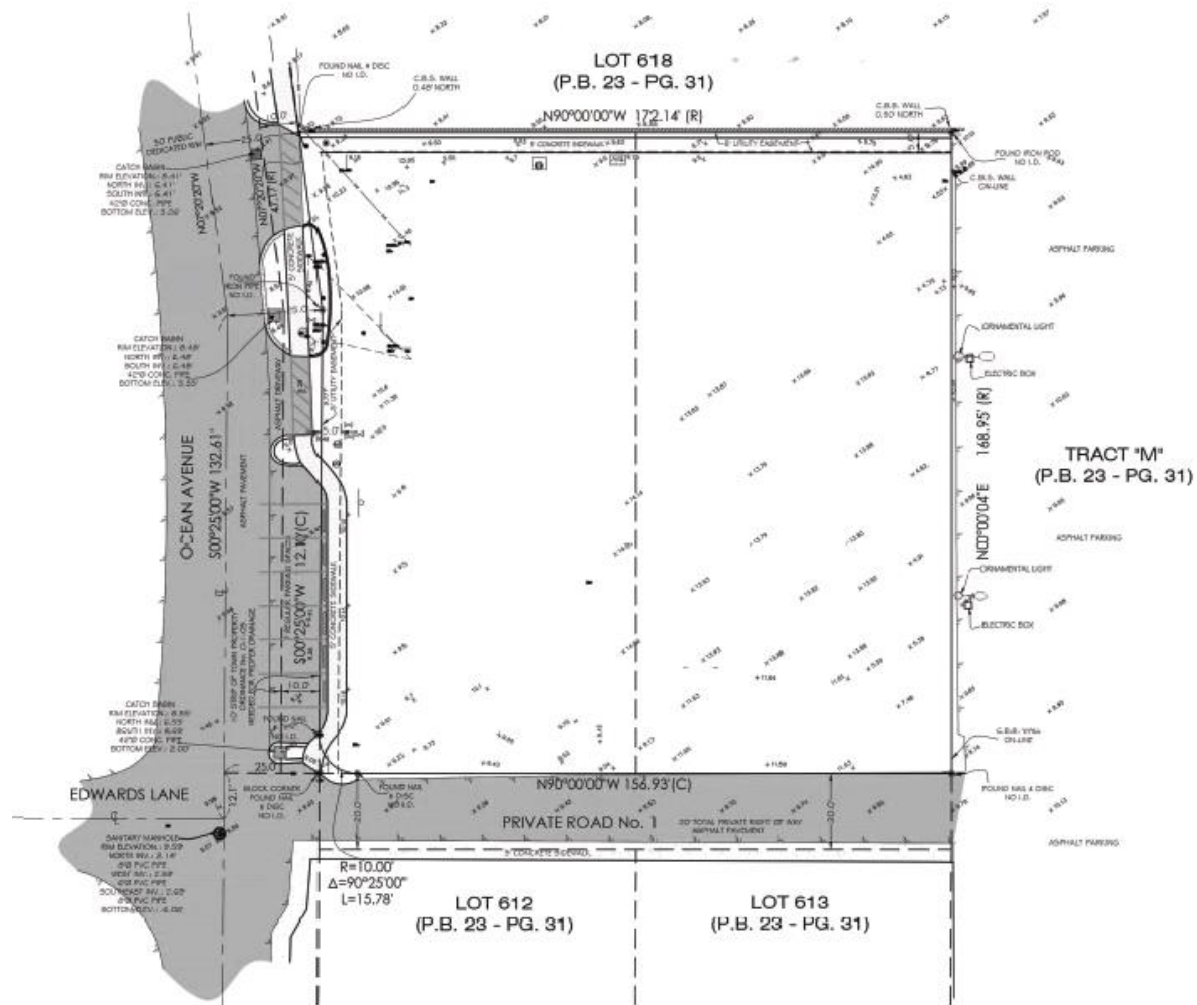
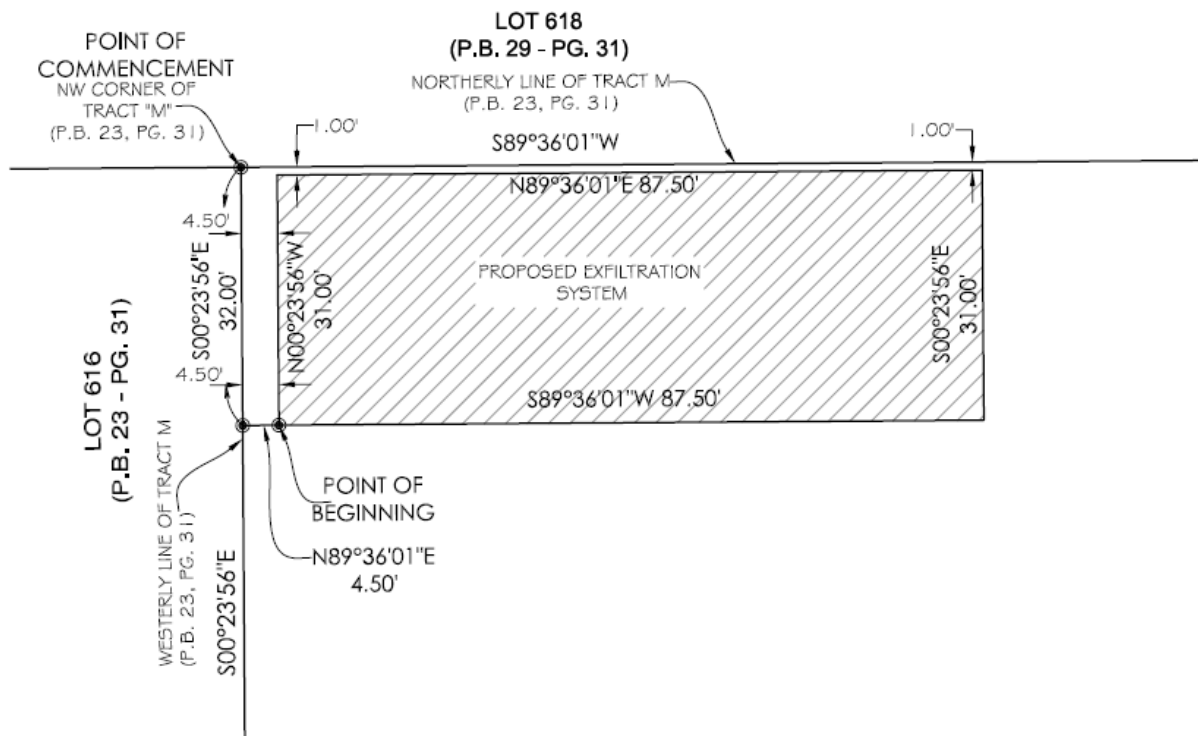


EXHIBIT "C"

TOWN DRAINAGE EASEMENT AREA







MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made this ____ day of _____, 2022 between the **TOWN OF PALM BEACH SHORES**, a Florida municipal corporation having an address at 247 Edwards Lane, Palm Beach Shores, FL 33404 ("**Town**") and **KANNEGA GLADES, LLC**, a Florida limited liability company having an address at 3930 Coral Ridge Drive, Coral Springs, FL 33065 ("**Developer**").

WITNESSETH:

- A. Town is the fee simple owner of certain real property located within its municipal boundaries in Palm Beach County, Florida containing 8.84 acres which consists of a parking lot, beach access boardwalk and a park/playground as depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Town Parcel**").
- B. Developer is the owner of a 0.65-acre parcel located between the Town Property and Ocean Avenue as also depicted on **Exhibit "B"** hereto (the "**Development Parcel**").
- C. As part of developing the Development Parcel as a residential condominium (the "**Condominium**"), the parties have determined that it is mutually beneficial to make certain improvements to the Town Parcel as generally outlined on **Exhibit "C"** attached hereto and made a part hereof (the "**Town Parcel Enhancements**").
- D. Accordingly, the parties now desire to enter into this Memorandum of Understanding for the purpose of creating a binding agreement for the construction, installation, use, maintenance, repair and replacement of the Town Parcel Enhancements.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements set forth herein for Ten Dollars (\$10.00) and other good and valuable consideration the parties, intending to be legally bound, hereby covenant and agree to the following terms and conditions for the aforesaid purposes.

1. Construction of Town Parcel Enhancements.

(a) Construction by Developer. Developer agrees that it shall be solely responsible for the construction and installation of the Town Parcel Enhancements in accordance with plans and specifications submitted to Town for Site Plan Modification and Architectural and Aesthetic Review approval and permitting. In light of the fact that the Town Parcel Enhancements will benefit not only Town and its residents but also enhance the views of the Town Parcel from the Condominium, the parties agree to use reasonable, good faith efforts to collaborate on the location and aesthetics of the Town Parcel Enhancements; however, the Town shall in no way be deemed to waive, diminish or compromise its governmental authority in the approval or permitting thereof.

(b) Expense of Town Parcel Enhancements. Developer shall be solely responsible for all costs incurred for the design, planning, development approval, permitting, acquisition (where appropriate), construction and installation of the Town Parcel Enhancements and all necessary infrastructure to serve same.

(c) License; Cooperation by Town. Town hereby grants Developer a license to conduct any and all activities on the Town Parcel reasonably necessary for the construction and installation of the Town Parcel Enhancements until the acceptance thereof by Town. Town also agrees that it shall reasonably cooperate with Developer's activities as aforesaid including, without limitation, executing such documents (e.g., a Notice of Commencement) necessary to enable Developer to construct and install the Town Parcel Enhancements. Notwithstanding the foregoing, Developer agrees that it shall not permit any construction or other lien to attach to the Town Parcel and if any such lien is recorded in error, Developer shall cause same to be discharged within five (5) business days of the date Developer is notified, or becomes aware, of such lien and will indemnify Town in the event of its failure to do so as provided in Section 5 below.

(d) Completion of Town Parcel Enhancements. Upon Developer's completion of the Town Parcel Enhancements, Developer shall so notify Town and provide Town with a Bill of Sale which shall include a certified cost estimate and detailed technical description of the Town Parcel Enhancements to be accepted by Town and Town shall have the right to inspect same for the purpose of then delivering to Developer a written acceptance of the Town Parcel Enhancements (as well as closing-out all permits for same), such acceptance not to be unreasonably withheld or delayed. Such written acceptance shall be in the form of a resolution adopted by the Town Commission accepting the Town Parcel Enhancements.

2. **Maintenance, Repair and Replacement.** Upon its acceptance of the Town Parcel Enhancements by resolution of the Town Commission, Town shall be deemed to have assumed all responsibility, at its sole cost and expense, for the operation, use, maintenance, repair and replacement of the Town Parcel Enhancements as well as the balance of the Town Parcel in the same manner as it does so with respect to other similar property of Town.

3. **Notices.** Any notices required or permitted to be given under this MOU shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express), sent by telefax (transmission confirmed) or via pdf or other electronic media, or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to Town at: Town of Palm Beach Shores
247 Edwards Lane
Palm Beach Shores, Florida 33404
Attn: Jude M. Goudreau, Town Clerk
Email: jgoudreau@pbstownhall.org

With a copy to: Davis & Associates, P.A.
701 Northpoint Parkway, Suite 205
West Palm Beach, FL 33407
Attn: Keith W. Davis, Esq., Town Attorney
Email: keith@davislawteam.com

If to Developer: Kannega Glades, LLC
3930 Coral Ridge Drive
Coral Springs, FL 33065
Attn: Deepak Khosa
Email: john@elationrealty.com

With a copy to: Cherry, Edgar & Smith, P.A.
8409 N. Military Trail, Suite 123
Palm Beach Gardens, FL 33410
Attn: Charles W. Edgar, III, Esq.
Email: CEdgar@cherryedgarlaw.com

4. **Force Majeure.** In the event any party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of Acts of God, strikes, lockouts, pandemics, unavailability of materials, failure of power, prohibitive governmental laws or regulations, riots, insurrections, the act or failure to act of the other party, adverse weather conditions preventing the performance of work as certified to by an architect, war or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such Party.

5. **Insurance.** Developer shall carry worker's compensation insurance and liability insurance which shall be endorsed to include the Town as an Additional Named Insured against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every nature, including attorneys' fee which may result directly or indirectly under the terms of the above indemnification. The amount of the liability insurance shall be for One Million Dollars (\$1,000,000.00) for bodily injury or death of person(s) and One Million Dollars (\$1,000,000.00) for property damage arising out of a single occurrence as a result of any bodily injury or death to persons or damage to property or parties arising out of and in connections with the construction of the Town Parcel Enhancements depicted on Exhibit "C" hereto. A Certificate of Insurance shall be furnished to Town evidencing that said policy of insurance is in force and will not be cancelled or materially changed so as to affect Town's interests until ten (10) days written notice has been furnished to Town. A copy of the policy will be made available for inspection by Town upon reasonable request.

6. **Indemnification.** Developer shall at all times indemnify, defend and hold harmless the Town, its agents, servants, and employees, from and against any claim, demand or cause of action of whatsoever kind or nature, arising out of error, omission, negligent act, conduct, or misconduct of the Developer, his/her agents, servants, or employees in the performance of services under this MOU. Nothing in this provision shall be constructed as consent by the parties to be sued, nor as a waiver of the Town's sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.

7. **Developer Mortgage Subordination.** Any mortgage, deed to secure debt or deed of trust affecting any portion of the Development Parcel shall at all times be subject and subordinate to the terms of this MOU, except to the extent expressly otherwise provided herein, and any party foreclosing any such mortgage or deed of trust or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and

provisions of this MOU, subject to Section 7 hereof. Developer hereby represents and warrants to Town that there is presently no existing mortgage or deed of trust lien on the Development Parcel.

8. **Binding Effect.** The terms and conditions of this MOU shall be binding on Developer and Town, as well as their respective successors and assigns, until such time as Town accepts in writing the Town Parcel Enhancements.

9. **No Third-Party Beneficiaries.** Nothing contained in this MOU, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this MOU.

10. **Successors and Assigns.** This instrument and the conditions and requirements stated herein shall run with and bind the Town Parcel and any and all successors in title thereto. Specifically, with respect to the Town Parcel, it is Developer's intention to develop a residential condominium on the Development Parcel and upon the recording of the Declaration of Condominium for same and the incorporation of its condominium association, the rights, benefits, privileges, responsibilities and obligations of Developer hereunder shall be deemed automatically transferred to and assumed by said condominium association on behalf of its members and Developer shall thereupon be released from all of same except to the extent of any retained membership in such condominium association.

11. **Miscellaneous.**

(a) If any provision of this MOU, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this MOU, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this MOU; and each provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.

(b) This MOU shall be construed in accordance with the laws of the State of Florida. Venue for the resolution of any dispute regarding this MOU shall be a court of competent jurisdiction in Palm Beach County, Florida.

(c) The section headings in this MOU are for convenience only, shall in no way define or limit the scope or content of this MOU, and shall not be considered in any construction or interpretation of this MOU or any part hereof.

(d) Nothing in this MOU shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

(e) This MOU shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

(f) This MOU may be amended or modified at any time by an amendment in writing, executed and acknowledged by all the parties to this MOU, or their successors or assigns.

(g) This MOU represents the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon the parties, their respective successors and assigns.

(h) This MOU may be executed in one or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument, and facsimile and electronic pdf transmissions shall be deemed originals.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first above written.

TOWN:

TOWN OF PALM BEACH SHORES, a
Florida municipal corporation

By: _____
Name: _____
Its: _____

DEVELOPER:

KANNEGA GLADES, LLC, a Florida
limited liability company

By: _____
Name: _____
Its: _____

EXHIBIT "A"

TOWN PARCEL

LEGAL DESCRIPTION:

Tract M of Palm Beach Shores, according to the Plat thereof recorded in Plat Book 23, Page 31, of the Public Records of Palm Beach County, Florida

EXHIBIT "B"

DEVELOPMENT PARCEL

LEGAL DESCRIPTION:

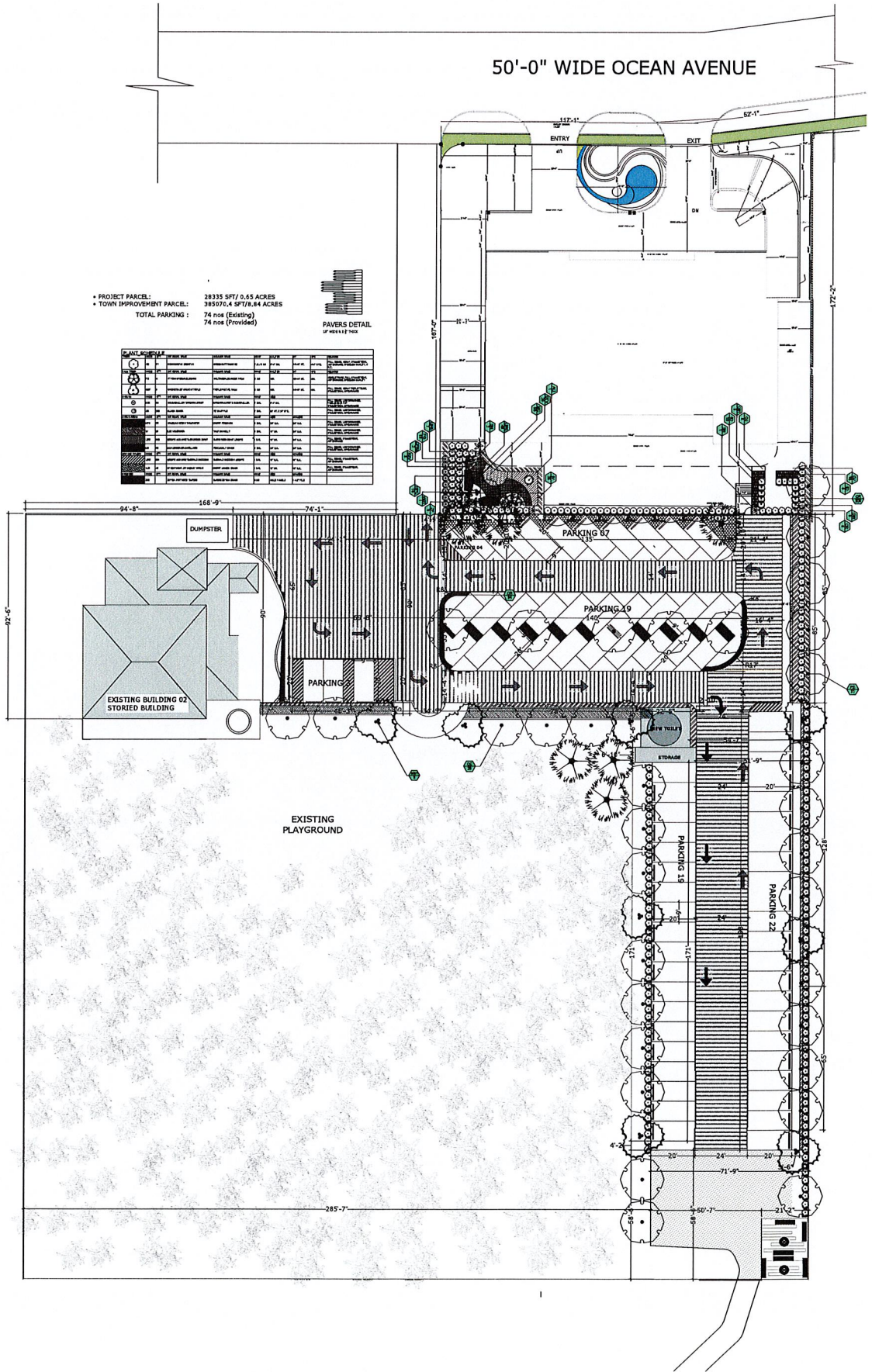
Lots 616 and 617, Palm Beach Shores, according to the Plat thereof, as recorded in Plat Book 23, Page 29, of the Public Records of Palm Beach County Florida.

EXHIBIT "C"

TOWN PARCEL ENHANCEMENTS

MASTER SITE PLAN OF PROPOSED CONDOMINIUM

TOTAL AREA: 28335SFT/0.263 HECTARE



- PROTECT PARCEL: 28335 SFT/ 0.55 ACRES
- TOWN IMPROVEMENT PARCEL: 385592.4 SFT/8.84 ACRES
- TOTAL PARKING : 74 nos (Existing)
- 74 nos (Provided)

LANDSCAPE	ITEM	QTY	UNIT	PRICE	TOTAL	REMARKS
1	1" BIRCH TREE	10	EA	150	1500	1" BIRCH TREE
2	2" BIRCH TREE	10	EA	200	2000	2" BIRCH TREE
3	3" BIRCH TREE	10	EA	250	2500	3" BIRCH TREE
4	4" BIRCH TREE	10	EA	300	3000	4" BIRCH TREE
5	5" BIRCH TREE	10	EA	350	3500	5" BIRCH TREE
6	6" BIRCH TREE	10	EA	400	4000	6" BIRCH TREE
7	7" BIRCH TREE	10	EA	450	4500	7" BIRCH TREE
8	8" BIRCH TREE	10	EA	500	5000	8" BIRCH TREE
9	9" BIRCH TREE	10	EA	550	5500	9" BIRCH TREE
10	10" BIRCH TREE	10	EA	600	6000	10" BIRCH TREE
11	11" BIRCH TREE	10	EA	650	6500	11" BIRCH TREE
12	12" BIRCH TREE	10	EA	700	7000	12" BIRCH TREE
13	13" BIRCH TREE	10	EA	750	7500	13" BIRCH TREE
14	14" BIRCH TREE	10	EA	800	8000	14" BIRCH TREE
15	15" BIRCH TREE	10	EA	850	8500	15" BIRCH TREE
16	16" BIRCH TREE	10	EA	900	9000	16" BIRCH TREE
17	17" BIRCH TREE	10	EA	950	9500	17" BIRCH TREE
18	18" BIRCH TREE	10	EA	1000	10000	18" BIRCH TREE
19	19" BIRCH TREE	10	EA	1050	10500	19" BIRCH TREE
20	20" BIRCH TREE	10	EA	1100	11000	20" BIRCH TREE
21	21" BIRCH TREE	10	EA	1150	11500	21" BIRCH TREE
22	22" BIRCH TREE	10	EA	1200	12000	22" BIRCH TREE
23	23" BIRCH TREE	10	EA	1250	12500	23" BIRCH TREE
24	24" BIRCH TREE	10	EA	1300	13000	24" BIRCH TREE
25	25" BIRCH TREE	10	EA	1350	13500	25" BIRCH TREE
26	26" BIRCH TREE	10	EA	1400	14000	26" BIRCH TREE
27	27" BIRCH TREE	10	EA	1450	14500	27" BIRCH TREE
28	28" BIRCH TREE	10	EA	1500	15000	28" BIRCH TREE
29	29" BIRCH TREE	10	EA	1550	15500	29" BIRCH TREE
30	30" BIRCH TREE	10	EA	1600	16000	30" BIRCH TREE
31	31" BIRCH TREE	10	EA	1650	16500	31" BIRCH TREE
32	32" BIRCH TREE	10	EA	1700	17000	32" BIRCH TREE
33	33" BIRCH TREE	10	EA	1750	17500	33" BIRCH TREE
34	34" BIRCH TREE	10	EA	1800	18000	34" BIRCH TREE
35	35" BIRCH TREE	10	EA	1850	18500	35" BIRCH TREE
36	36" BIRCH TREE	10	EA	1900	19000	36" BIRCH TREE
37	37" BIRCH TREE	10	EA	1950	19500	37" BIRCH TREE
38	38" BIRCH TREE	10	EA	2000	20000	38" BIRCH TREE
39	39" BIRCH TREE	10	EA	2050	20500	39" BIRCH TREE
40	40" BIRCH TREE	10	EA	2100	21000	40" BIRCH TREE
41	41" BIRCH TREE	10	EA	2150	21500	41" BIRCH TREE
42	42" BIRCH TREE	10	EA	2200	22000	42" BIRCH TREE
43	43" BIRCH TREE	10	EA	2250	22500	43" BIRCH TREE
44	44" BIRCH TREE	10	EA	2300	23000	44" BIRCH TREE
45	45" BIRCH TREE	10	EA	2350	23500	45" BIRCH TREE
46	46" BIRCH TREE	10	EA	2400	24000	46" BIRCH TREE
47	47" BIRCH TREE	10	EA	2450	24500	47" BIRCH TREE
48	48" BIRCH TREE	10	EA	2500	25000	48" BIRCH TREE
49	49" BIRCH TREE	10	EA	2550	25500	49" BIRCH TREE
50	50" BIRCH TREE	10	EA	2600	26000	50" BIRCH TREE
51	51" BIRCH TREE	10	EA	2650	26500	51" BIRCH TREE
52	52" BIRCH TREE	10	EA	2700	27000	52" BIRCH TREE
53	53" BIRCH TREE	10	EA	2750	27500	53" BIRCH TREE
54	54" BIRCH TREE	10	EA	2800	28000	54" BIRCH TREE
55	55" BIRCH TREE	10	EA	2850	28500	55" BIRCH TREE
56	56" BIRCH TREE	10	EA	2900	29000	56" BIRCH TREE
57	57" BIRCH TREE	10	EA	2950	29500	57" BIRCH TREE
58	58" BIRCH TREE	10	EA	3000	30000	58" BIRCH TREE
59	59" BIRCH TREE	10	EA	3050	30500	59" BIRCH TREE
60	60" BIRCH TREE	10	EA	3100	31000	60" BIRCH TREE
61	61" BIRCH TREE	10	EA	3150	31500	61" BIRCH TREE
62	62" BIRCH TREE	10	EA	3200	32000	62" BIRCH TREE
63	63" BIRCH TREE	10	EA	3250	32500	63" BIRCH TREE
64	64" BIRCH TREE	10	EA	3300	33000	64" BIRCH TREE
65	65" BIRCH TREE	10	EA	3350	33500	65" BIRCH TREE
66	66" BIRCH TREE	10	EA	3400	34000	66" BIRCH TREE
67	67" BIRCH TREE	10	EA	3450	34500	67" BIRCH TREE
68	68" BIRCH TREE	10	EA	3500	35000	68" BIRCH TREE
69	69" BIRCH TREE	10	EA	3550	35500	69" BIRCH TREE
70	70" BIRCH TREE	10	EA	3600	36000	70" BIRCH TREE
71	71" BIRCH TREE	10	EA	3650	36500	71" BIRCH TREE
72	72" BIRCH TREE	10	EA	3700	37000	72" BIRCH TREE
73	73" BIRCH TREE	10	EA	3750	37500	73" BIRCH TREE
74	74" BIRCH TREE	10	EA	3800	38000	74" BIRCH TREE
75	75" BIRCH TREE	10	EA	3850	38500	75" BIRCH TREE
76	76" BIRCH TREE	10	EA	3900	39000	76" BIRCH TREE
77	77" BIRCH TREE	10	EA	3950	39500	77" BIRCH TREE
78	78" BIRCH TREE	10	EA	4000	40000	78" BIRCH TREE
79	79" BIRCH TREE	10	EA	4050	40500	79" BIRCH TREE
80	80" BIRCH TREE	10	EA	4100	41000	80" BIRCH TREE
81	81" BIRCH TREE	10	EA	4150	41500	81" BIRCH TREE
82	82" BIRCH TREE	10	EA	4200	42000	82" BIRCH TREE
83	83" BIRCH TREE	10	EA	4250	42500	83" BIRCH TREE
84	84" BIRCH TREE	10	EA	4300	43000	84" BIRCH TREE
85	85" BIRCH TREE	10	EA	4350	43500	85" BIRCH TREE
86	86" BIRCH TREE	10	EA	4400	44000	86" BIRCH TREE
87	87" BIRCH TREE	10	EA	4450	44500	87" BIRCH TREE
88	88" BIRCH TREE	10	EA	4500	45000	88" BIRCH TREE
89	89" BIRCH TREE	10	EA	4550	45500	89" BIRCH TREE
90	90" BIRCH TREE	10	EA	4600	46000	90" BIRCH TREE
91	91" BIRCH TREE	10	EA	4650	46500	91" BIRCH TREE
92	92" BIRCH TREE	10	EA	4700	47000	92" BIRCH TREE
93	93" BIRCH TREE	10	EA	4750	47500	93" BIRCH TREE
94	94" BIRCH TREE	10	EA	4800	48000	94" BIRCH TREE
95	95" BIRCH TREE	10	EA	4850	48500	95" BIRCH TREE
96	96" BIRCH TREE	10	EA	4900	49000	96" BIRCH TREE
97	97" BIRCH TREE	10	EA	4950	49500	97" BIRCH TREE
98	98" BIRCH TREE	10	EA	5000	50000	98" BIRCH TREE
99	99" BIRCH TREE	10	EA	5050	50500	99" BIRCH TREE
100	100" BIRCH TREE	10	EA	5100	51000	100" BIRCH TREE

PAVERS DETAIL
OF AREA 1 & 2 TRUCK

IMPROVEMENT & BEAUTIFICATION OF TOWN PARKING AREA



DATE: 2022.06.23
TIME: 10:00 AM
PROJECT: G-001
CONSTRUCTION: 2022.11.18

ZONING PLAN

SCHEMATIC DESIGN
SHEET 1 OF 1

123 S Ocean Ave.
Palm Beach Shores,
Florida 33404

DATE: 2022.06.23
TIME: 10:00 AM
PROJECT: G-001
CONSTRUCTION: 2022.11.18

P F V S
D A A D
D'Antonio International
ATLANTA, GA 30337 404.800.0000



DEVELOPMENT APPLICATION
TOWN OF PALM BEACH SHORES
247 EDWARDS LANE
PALM BEACH SHORES, FL 33404
(561) 844-3457

OWNER/APPLICANT: Kannega Glades, LLC

PROJECT ADDRESS: 123 South Ocean

APPLICATION NO.: _____ SUBMITTAL DATE: November 18, 2022

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

ADMINISTRATIVE APPEAL		SITE PLAN MODIFICATION (14-62)	
ARCHITECTURAL AND AESTHETIC REVIEW (Pf. 14-86)		SITE PLAN REVIEW (14-62)	
COMPREHENSIVE PLAN AMENDMENT (Pf. 17.3(B))		SPECIAL EXCEPTION (Pf. 15.8)	
PLAT APPROVAL	X	VARIANCE (Pf. 15.4)	X
REZONING (Pf. 17.3(B))		ZONING TEXT AMENDMENT (Pf. 17.3(B))	

	PROPERTY OWNER(S)	APPLICANT (If different than Owner(s))
NAME:	Kannega Glades, LLC	N/A
ADDRESS:	3930 Coral Ridge Drive Pompano Beach, FL 33065	
PHONE:	561-596-0563	
EMAIL:	deepak@atlanticnowfl.com	

	AGENT (If different than Owner(s))	CURRENT OCCUPANT (If different than Owner(s))
NAME:	Charles Millar - Atwell	N/A
ADDRESS:	11770 US Highway 1 Suite 308 East PBG, FL 33408	
PHONE:	772-486-1977	
EMAIL:	cmillar@atwell-group.com	

	PLANNER	DEVELOPER
NAME:	See Agent	See Property Owner
ADDRESS:		
PHONE:		
EMAIL:		

	ARCHITECT	LANDSCAPE ARCHITECT
NAME:	D/Antonio International	RVi - Ray Lopez
ADDRESS:		120 S. Orange Ave. Suite 200B Orlando, FL
PHONE:	404-242-1538	
EMAIL:	daadintl@gmail.com	rlopez@rviplanning.com

	SURVEYOR	ATTORNEY
NAME:	Longitude Survey	Charles Edgar, Esq.
ADDRESS:		
PHONE:		
EMAIL:		

	ENGINEER (USE ADD'L. SHEET FOR MULTIPLE ENGINEERS)	
NAME:	Kimmy Phan, P.E. - Atwell	
ADDRESS:		
PHONE:		
EMAIL:		

OWNER ACKNOWLEDGMENT & CERTIFICATION

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

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

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

Signature of Owner

Date

Kannega Glades, LLC
Printed Name of Owner

STATE OF FLORIDA
PALM BEACH COUNTY:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21 day of JUNE, 2022.

by PAOLA SERRANO who is personally known to me or has produced DL (type of identification) as identification.

PAOLA SERRANO
(Name - type, stamp or print clearly)

(Signature)

NOTARY'S SEAL

Page 3 of 14

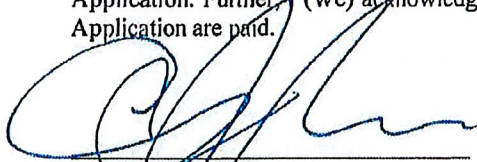


**AUTHORIZATION OF AGENT & ACKNOWLEDGEMENT OF
FINANCIAL RESPONSIBILITY**

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

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

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


Signature of Owner or Trustee
AGENT

7-27-22

Date

**STATE OF FLORIDA
PALM BEACH COUNTY:**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization this 27th day of July 2022 by Charles Millar who is personally known to me or has produced _____ (type of identification) as identification.

Laurie Strangle
(Name - type, stamp or print clearly)

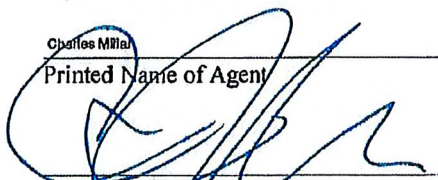
Laurie Strangle
(Signature)

NOTARY'S SEAL



Laurie Strangle
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG358433
Expires 11/13/2028

Agent Information:

Charles Millar
Printed Name of Agent

Signature of Agent

Atwell

Name of Firm

7-27-22

Date

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

PROJECT NAME: 123 South Ocean Ave

PROJECT ADDRESS: 123 South Ocean Ave

PROJECT LEGAL DESCRIPTION: Lots 616 & 617 Plat of Palm Beach Shores PB 23, PG 29

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

GENERAL DATA	CODE REQUIREMENT	EXISTING	PROPOSED
COMPREHENSIVE PLAN DESIGNATION: (SF-5, MF-21, MF-30, MF-42, P, ROS)	None	MF-42	MF-42
LAND USE: (Residential, Commercial, Recreational, Marina, Public, etc.)	None	Residential	Residential
ZONING DISTRICT: (A, B, C, D, P, ROS, designated at Pf. 3.1, Zoning Ordinance)	None	D	D
FLOOD ZONE CATEGORY:	None	X	X
LOT COVERAGE, LANDSCAPING & PARKING	CODE REQUIREMENT	EXISTING	PROPOSED
TOTAL LOT SIZE: (sq. ft.) .65 acres / 28,244 sq. ft.	None	.65 acres / 28,244 sq. ft.	.65 acres / 28,244 sq. ft.
TOTAL COVERAGE OF A LOT BY BUILDINGS: (Pf. 5.4, 6.4, 7.5 or 8.5, Zoning Ordinance)	24%	31%	39.1%
TOTAL LANDSCAPE COVERAGE: (Pf. 5.4.3, Zoning Ordinance)	N/A for D	N/A for D	N/A for D
OFF-STREET PARKING: (Pf. 5.13, 6.12, 7.13 or 8.14, Zoning Ordinance)	48 parking spaces	N/A	48 parking spaces
SETBACKS	CODE REQUIREMENT	EXISTING	PROPOSED
FRONT YARD: (Pf. 5.5, 6.6, 7.7 or 8.7, Zoning Ordinance)	See Attached Chart		
REAR YARD: (Pf. 5.6, 6.7, 7.9 or 8.9, Zoning Ordinance)			
SIDE YARD: (Pf. 5.7, 6.8, 7.8 or 8.8, Zoning Ordinance)			

FLOOR AREA	CODE REQUIREMENT	EXISTING	PROPOSED
FIRST FLOOR AREA (sq. ft.):	None	10,214 sq. ft.	11,086 sq. ft.
SECOND FLOOR AREA (sq. ft.): (Pf. 5.4.2, Zoning Ordinance)	N/A	10,214 sq. ft.	11,086 sq. ft.
TOTAL FLOOR AREA (sq. ft.): (Pf.2.23, Zoning Ordinance)	None	40,858 sq. ft.	88,086 sq. ft.
FLOOR AREA RATIO: (Pf. 5.4.2, Zoning Ordinance)	N/A	N/A	N/A
DWELLING UNIT DENSITY: (Pf. 6.5, 7.6 or 8.6, Zoning Ordinance)	42 DU/AC	50+	24 DU/AC
IMPERVIOUS AREA	NET INCREASE	EXISTING	PROPOSED
BUILDING FIRST FLOOR AREA (sq. ft.):	872 sq. ft.	10,214 sq. ft.	11,086 sq. ft.
OTHER IMPERVIOUS AREA (sq. ft.): (Decks, Patios, Walkways, Driveways, Pool Deck & Pool Surface Areas)	-9,608 sq. ft.	18,099 sq. ft.	8,491 sq. ft.
TOTAL IMPERVIOUS AREA (sq. ft.):	-4,939 sq. ft.	26,571 sq. ft.	21,632 sq. ft.
ELEVATIONS	CODE REQUIREMENT	EXISTING	PROPOSED
GRADE ELEVATION (NAVD): (Pf. 4.6, Zoning Code)	3 ft. above crown	11.5	11.75
ESTABLISHED 1 ST FLOOR ELEVATION (NAVD): (Pf. 4.6, Zoning Code)	< 7ft. above crown	11.5	11.75
MEAN CROWN OF ROAD ELEVATION (NAVD):	None	8.25	8.25
BUILDING HEIGHT	CODE REQUIREMENT	EXISTING	PROPOSED
TOTAL BUILDING HEIGHT (NAVD): (Pf. 5.2, 6.2, 7.3 or 8.3, Zoning Ordinance)	68 ft. from grade	Not Available	68 ft. from grade
TOP OF BEAM HEIGHT (NAVD): (Pf. 5.2, 6.2, 7.3 or 8.3, Zoning Ordinance)	68 ft. from grade	Not Available	68 ft. from grade
ROOF PITCH: (Pf. 5.2, 6.2 or 7.3, Zoning Ordinance)	N/A - Flat Roof	Not Available	Flat Roof @ 68 feet
FLAT ROOF PERCENTAGE: (Pf. 5.2, Zoning Ordinance)	5%	Not Available	5% or 800 sq ft.

JUSTIFICATION STATEMENT

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

See Attached

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

Provide an estimate of construction costs:

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

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

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

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

DRAINAGE REQUIREMENTS

(For projects proposing additional on-site impervious area)

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

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

Submit a Survey with topographic elevations and existing improvements.

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

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

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

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

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

REQUEST FOR ARCHITECTURAL AND AESTHETIC REVIEW

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

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

P&Z Approval

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

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

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

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

REQUEST FOR SITE PLAN MODIFICATION

1. Previously approved (Original) site plan information:

- a. Original Project Name: N/A
- b. Original Site Plan Application No.: _____
- c. Original Site Plan Approval Date: _____
- d. List of all other relevant information on file with original application: _____
- _____
- _____
- _____

2. Requested Modification(s): _____

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

REQUEST FOR VARIANCE

The Applicant is requesting a variance from the Town Code Section(s) Various to permit the following:
See Attached

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

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

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

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

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

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

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

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

VARIANCES:

Below are the five (5) essential project variances needed. Variances one (1) through five (5) have been previously recommend for approval on October 26, 2022 & November 16, 2022.

Setbacks	Required	Proposed	Variance	Existing Conditions Legal Non-Conforming
V-1 Front Yard	40 feet	29.4 feet	10.6 feet	24 feet Existing Bldg.
V-2 Rear Yard	70 feet	21.8 feet	48.2 feet	24.5 feet Existing Bldg.
V-3 Side Yard	18 feet	15 feet	3 feet	20.5 feet Existing Bldg.
V-4 Lot Coverage	24 % Max.	39.1% Max.	15.1%	31% Existing Bldg.
V-5 Top of Beam	63 feet	68 feet	5 feet	Not Applicable

REQUEST FOR SPECIAL EXCEPTION

The Applicant is requesting a special exception pursuant to Town Code Section(s)_____to permit the following:

N/A

A Special Exception shall not be recommended by the Town Planning and Zoning Board, nor granted by the Town Commission, unless the Applicant is able to demonstrate the following:

1. Explain how all structures will be separated from adjacent and nearby uses by appropriate screening devices:

2. Explain whether or not excessive vehicular traffic will be generated on surrounding residential streets:

3. Explain whether or not a vehicular parking or traffic problem is created:

4. Explain where on the site appropriate drives, walkways and buffers will be installed:

5. Explain how the proposed use will make a substantial contribution to the neighborhood environment and will not infringe on the rights of properties in the vicinity:

6. Explain how the proposed use will not endanger, restrict or impair public safety:

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

This is not a certified copy

STATE OF FLORIDA } ss.
COUNTY OF DADE }
This Bill was filed for record at 2:30
this 15 day of Jan. 1962
and duly recorded in the Book N
at page 29.
J. ALEX ARNETTE, Clerk Circuit Court
By *Margaret B. Hall*, D. C.



GEORGE S. BROCKWAY
REGISTERED ENGINEER & SURVEYOR
WEST PALM BEACH, FLORIDA

PALM BEACH SHORES
PALM BEACH COUNTY, FLORIDA
IN 4 SHEETS

SHEET NO. 1

FIELD W.C.C., W.C.S.
OFFICE R.N.D., M.J.F.
DR. BY J.J.F.

SCALE: 1" = 100'
DATE: JUNE, 1947

Dwg. No. **BF-1422**
BY **W.C.C.**

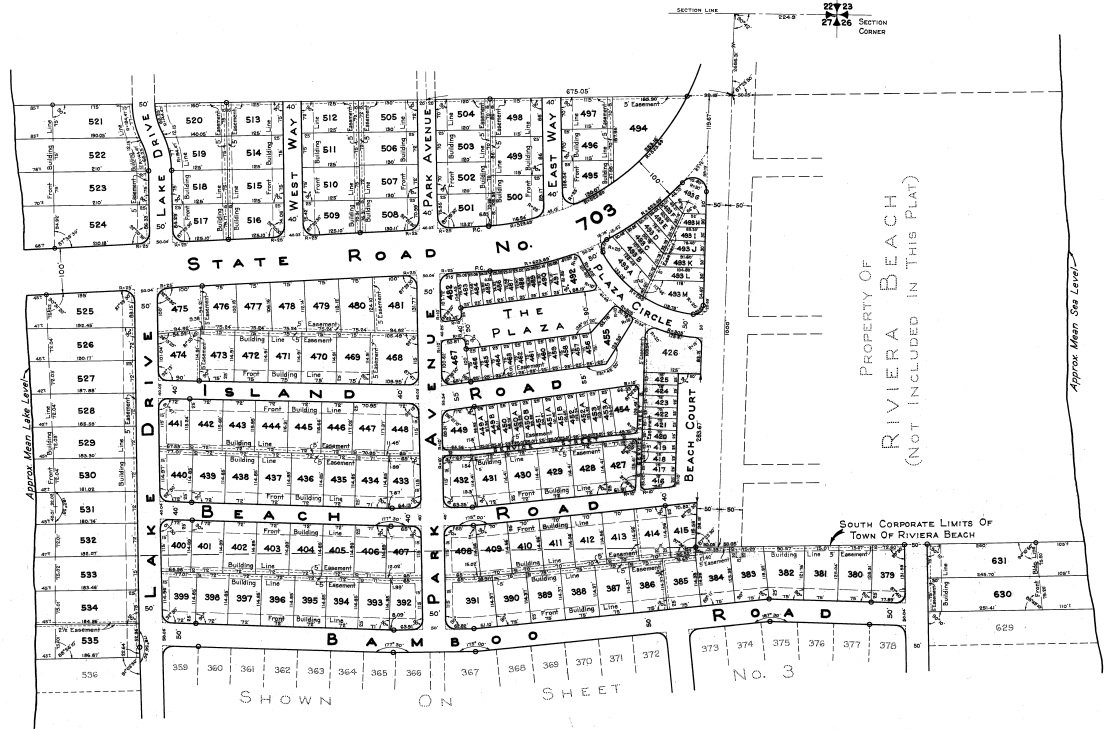
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SHEET No. 2
PALM BEACH SHORES
IN SECTIONS 27 & 34, T. 42 S., R. 43 E.
PALM BEACH COUNTY, FLORIDA

30

STATE OF FLORIDA
COUNTY OF PALM BEACH
This map was filed for record on 6/2/47
in the Office of the Clerk of the Court
at West Palm Beach, Florida.
J. ALLEN ARNETTE, Clerk of Court
By *Richard W. Head*, D. C.

L A K E W O R T H



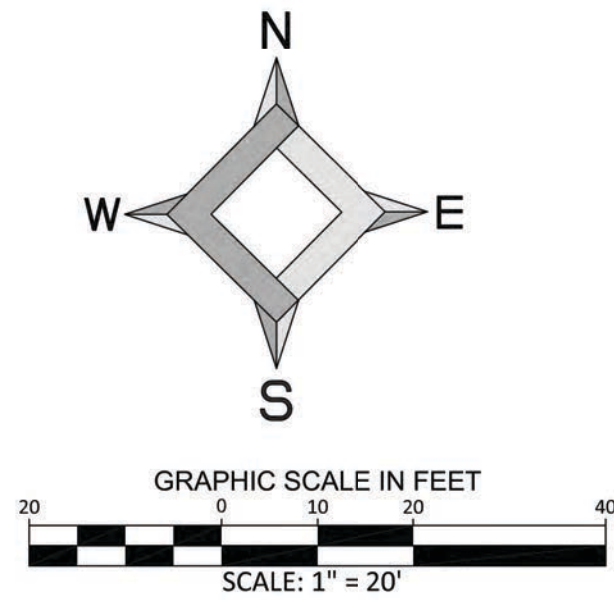
ATLANTIC OCEAN

GEORGE S. BROCKWAY
REGISTERED ENGINEER & SURVEYOR
WEST PALM BEACH, FLORIDA

PALM BEACH SHORES
PALM BEACH COUNTY, FLORIDA
IN 4 SHEETS SHEET No. 2

FILED: WEST. REC. OFFICE: S.E.C. & L.P. DATE: JUNE 1947 BY: G.S.B.	SCALE: 1" = 100' DATE: JUNE 1947 BY: G.S.B.	DWG. No. BF-1428 JOB No. 65-1544
-----------------------------------------------------------------------------	---------------------------------------------------	-----------------------------------------------

Lots 616 & 617 of "Palm Beach Shores", according to the Plat thereof as recorded in Plat Book 23 at Page 29, of the Public records of Palm Beach County, Florida.



LONGITUDE
SURVEYORS

7769 NW 48th STREET
SUITE 375
DORAL, FLORIDA
33166
PH: (305) 463-0912
FAX: (305) 513-5680
FLORIDA CERTIFICATE
OF AUTHORIZATION
LB 7335

WWW.LONGITUDESURVEYORS.COM

RECORD OF REVISION			By:
No.:	Date:	Description	GP
1.	08.23.2022	Update Inverts and Elevations	

"KANNEGA GLADES SITE"

Parcel Control Number: 54-43-42-27-04-000-6160

Type of Project: **BOUNDARY**

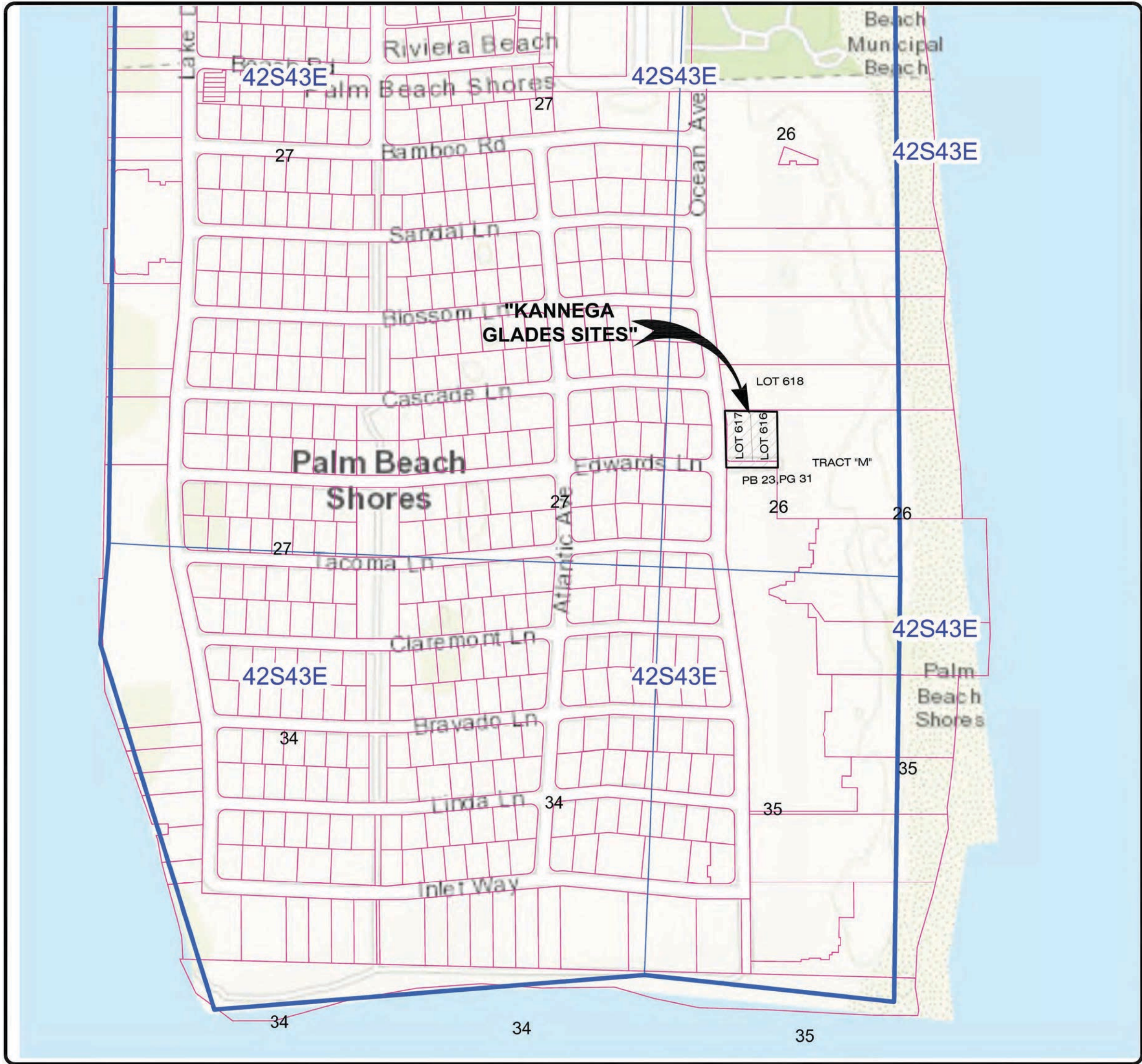
Scale:	AS SHOWN
Drawn By:	GP
Checked By:	EMS
Managed By:	GP
Drawing Date:	Sept. 16, 2022
Project No.:	

12104.4.05

Sheet 1 of 2

CONTACT PERSON INFORMATION
Name: Eduardo M. Suarez, PSM
Telephone Number: (305) 463-0912
Fax Number: (305) 513-5680
E-mail Address: esaurez@longitudefl.com

TABLE OF MONUMENTS	
TYPE OF MONUMENT	TOTAL
P.R.M.	4
P.C.P.	3
IN ACCORDANCE WITH FLORIDA STATUTES, CHAPTER 177.091	



LOCATION MAP

A PORTION OF SECTION 26, TOWNSHIP 42 SOUTH, RANGE 43 EAST,
LYING AND BEING IN PALM BEACH COUNTY, FLORIDA
(SCALE: NOT TO SCALE)

LEGAL DESCRIPTION:

Lots 616 & 617 of "Palm Beach Shores", according to the Plat thereof as recorded in Plat Book 23 at Page 29, of the Public records of Palm Beach County, Florida.

DATE OF FIELD SURVEY:

The completion date of the original field Survey was on December 8, 2012

PROPERTY INFORMATION:

Containing 28,238 sq. ft. and/or 0.65 acres, more or less, by calculations.

Parcel Control Number: 54-43-42-27-04-000-6160
Property Address: 123 Ocean Avenue, Riviera Beach, FL 33404

ACCURACY:

The accuracy obtained by field measurement methods and office calculations of closed geometric figures meets and exceeds 1 foot in 7,500 feet.

The elevations as shown are based on a closed level between the two benchmark noted below. The calculated value of a closure in feet of plus or minus 0.05 feet times the square root of the distance in miles between the two control points being tested.

Elevations of well identified features as depicted on the Survey Map were measured to an estimated vertical position accuracy of 1/100 of a foot on hard surfaces and 1/10 of a foot on ground surfaces.

Well identified features as depicted on the Survey Map were measured to an estimated horizontal position accuracy of 1/10 of a foot.

This Map of Survey is intended to be displayed at a scale of One inch equals Twenty feet or smaller.

PERTINENT INFORMATION USED FOR SURVEY:

North arrow and bearings as shown hereon are based upon the Centerline of Ocean Avenue with an assumed bearing of S00°01'01"W, said line to be considered a well established and monumented line.

This project area appears to be located in Flood Zone "X", as per Federal Emergency Management Agency (FEMA) Community-Panel Number 125137 (Town of Palm Beach Shores), Map No. 12099C0393, Suffix F, Map Revised Date: October 5, 2017.

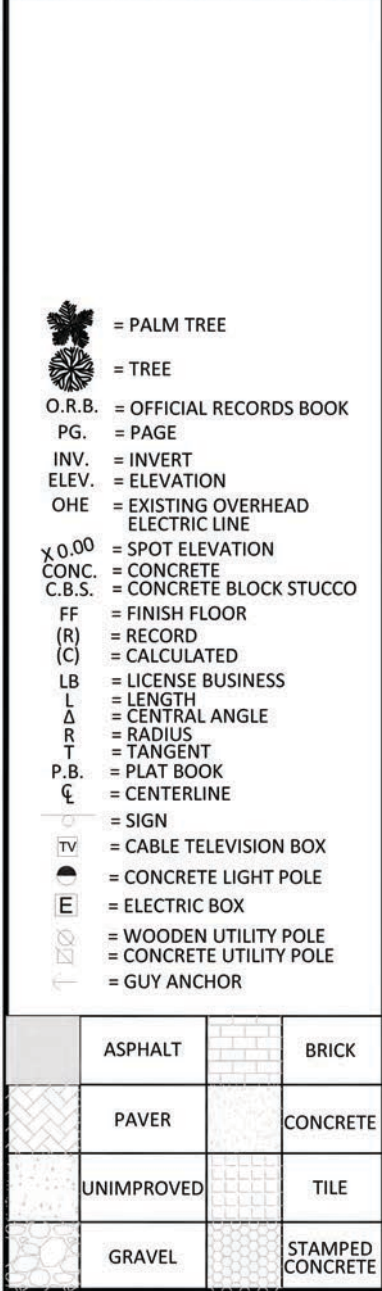
For Horizontal Control:

Bearing and coordinates (Northing and Easting) are relative to the Florida State Plane Coordinate System, Florida East Zone 0901, North American Datum (NAD) 1983 adjustment of 2011 (NAD83/2011)-Epoch 2010.0000; Global Positioning System (G.P.S.), measurements were conducted in the field to acquire said coordinate values which are based on the following Horizontal Control Station:

Name: West palm Beach
Code: PBCH
Geographic Coordinates
Latitude: 26° 50' 46.63817" N
Longitude: 80° 13' 9.29986" W
Height: -15.286m
Creation Date: 08/02/2010
Receiver Type: Leica GR10
Receiver Serial Number: 1702558
Satellite System GPS & GLONASS
Antenna Type: Leica AR20
Antenna Serial Number: 16034012

Station Name: Hobe Sound
Code: MRT3
Geographic Coordinates
Latitude: 27° 3' 21.2537" N
Longitude: 80° 8' 3.89148" W
Height: -11.927m
Creation Date: 09/10/2014
Receiver Type: LEICA GRX1200
Receiver Serial Number:
Satellite System GPS & GLONASS
Antenna Type: LEIAX1202

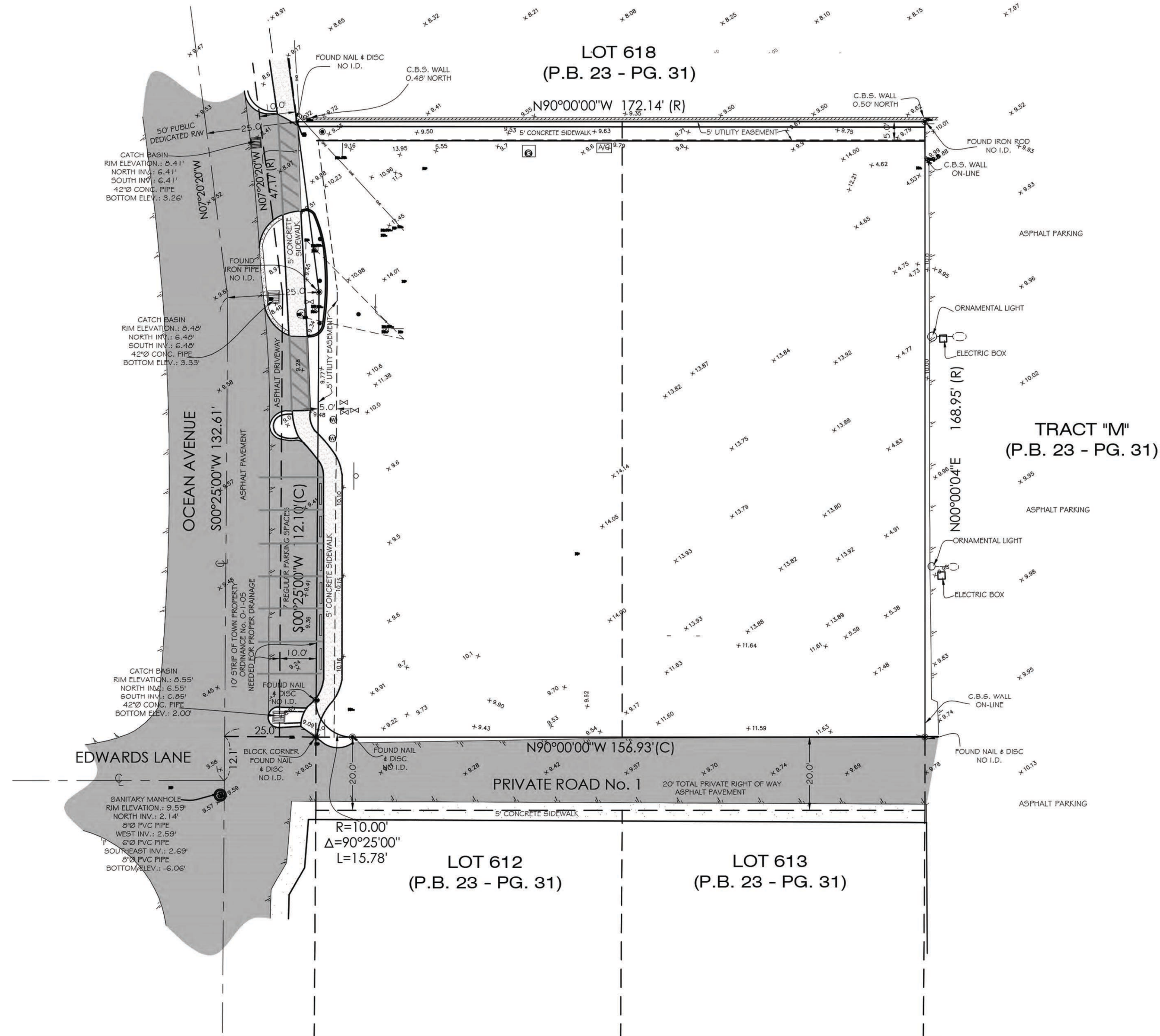
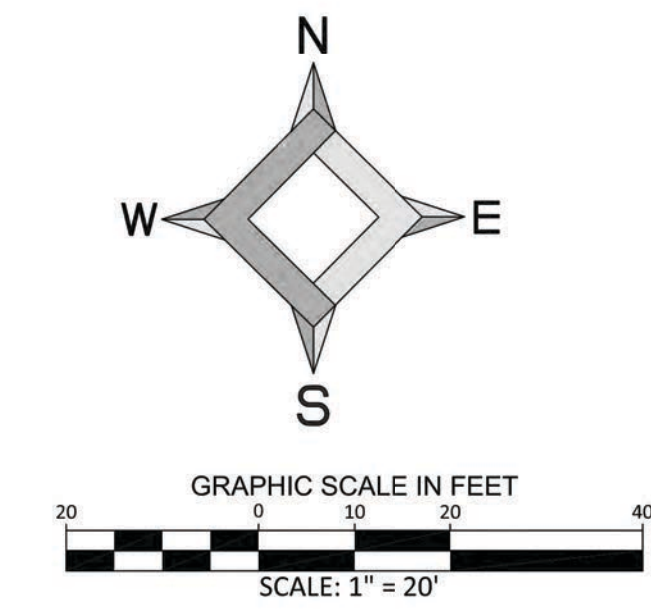
LEGEND AND ABBREVIATIONS













Lots 616 & 617 of "Palm Beach Shores", according to the Plat thereof as recorded in Plat Book 23 at Page 29, of the Public records of Palm Beach County, Florida.

TABLE OF MONUMENTS	
TYPE OF MONUMENT	TOTAL
P.R.M.	4
P.C.P.	3

IN ACCORDANCE WITH FLORIDA STATUTES, CHAPTER 177.09



LEGEND AND ABBREVIATIONS			
	= PALM TREE		
	= TREE		
O.R.B.	= OFFICIAL RECORDS BOOK		
P.G.	= PAGE		
INV.	= INVERT		
ELEV.	= ELEVATION		
OHE	= EXISTING OVERHEAD ELECTRIC LINE		
X 0.00	= SPOT ELEVATION		
CONC.	= CONCRETE		
C.B.S.C.	= CONCRETE BLOCK STUCCO		
FF	= FINISH FLOOR		
(R)	= RECORD		
(C)	= CALCULATED		
L	= LICENSE BUSINESS		
L	= LENGTH		
A	= CENTRAL ANGLE		
R	= RADIUS		
P.B.C.	= PLANK BOARD		
C	= CENTERLINE		
	= SIGN		
TV	= CABLE TELEVISION BOX		
	= CONCRETE LIGHT POLE		
E	= ELECTRIC BOX		
	= WOODEN UTILITY POLE		
	= CONCRETE UTILITY POLE		
	= GUY ANCHOR		
	ASPHALT		BRICK
	PAVER		CONCRETE
	UNIMPROVED		TILE
	GRAVEL		STAMPED CONCRETE

[illegible]



Lobby Area	04 one bedroom units.
2nd.- 6th. Floor	20 units with 3 bedrooms
Total:	20+04=24 units
Parking provided with 03 ADA parking	
Required.	44.
Provided	48 underground & 3 above ground

DRAWING INDEX	
G-000	COVER SHEET
A-001	BASEMENT
A-002	SITE PLAN (1ST FLOOR PLAN)
A-003	2ND - 6TH FLOOR PLAN
A-004	ROOF PLAN
A-005	SECTIONS
A-006	ELEVATION
A-007	ELEVATION



5755 DUPREE DRIVE
ATLANTA, GA. 30327 404.503.5000



D'Antonio International

Issue Dates:	
#	DATE
	ISSUE
	2022.03.10
	2022.09.11

Project:

Condominium
Complex

123 S Ocean Ave.
Palm Beach Shores,
Florida 33404

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SCHEMATIC DESIGN


Sheet Title:

COVER SHEET

Job Number:	22008	G-000
Scale:	1/8" = 1'-0"	
Drawn:		
Checked:		
Date:	2022.09.11	

NOT RELEASED FOR
CONSTRUCTION

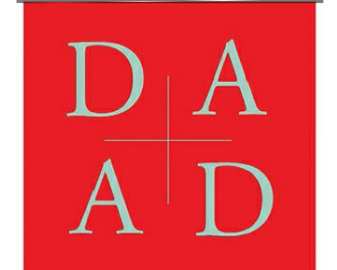


 **BASEMENT**
SCALE: 1/8" = 1'-0"
(49 CAR PARKING) ALL CARS HAVE ELECTRIC CHARGING

EV CHARGING FOR ALL CARS



5755 DUPREE DRIVE
ATLANTA, GA. 30327 404.503.5000



D'Antonio International

Issue Dates:	
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SCHEMATIC DESIGN

Sheet Title:

BASEMENT

Job Number:	22008
Scale:	1/8" = 1'-0"
Drawn:	
Checked:	
Date:	2022.09.11

NOT RELEASED FOR
CONSTRUCTION

A-101



N00°00'04"E 168.95' (R)
168'-10"

Job Number: 22008	A-102
Scale: 1/8" = 1'-0"	
Drawn:	
Checked:	
Date: 2022.09.11	

Date: 2022.09.11

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Issue Dates:
DATE
2022.03.10
2022.09.11

Project:

Condominium Complex

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Palm Beach Shores,
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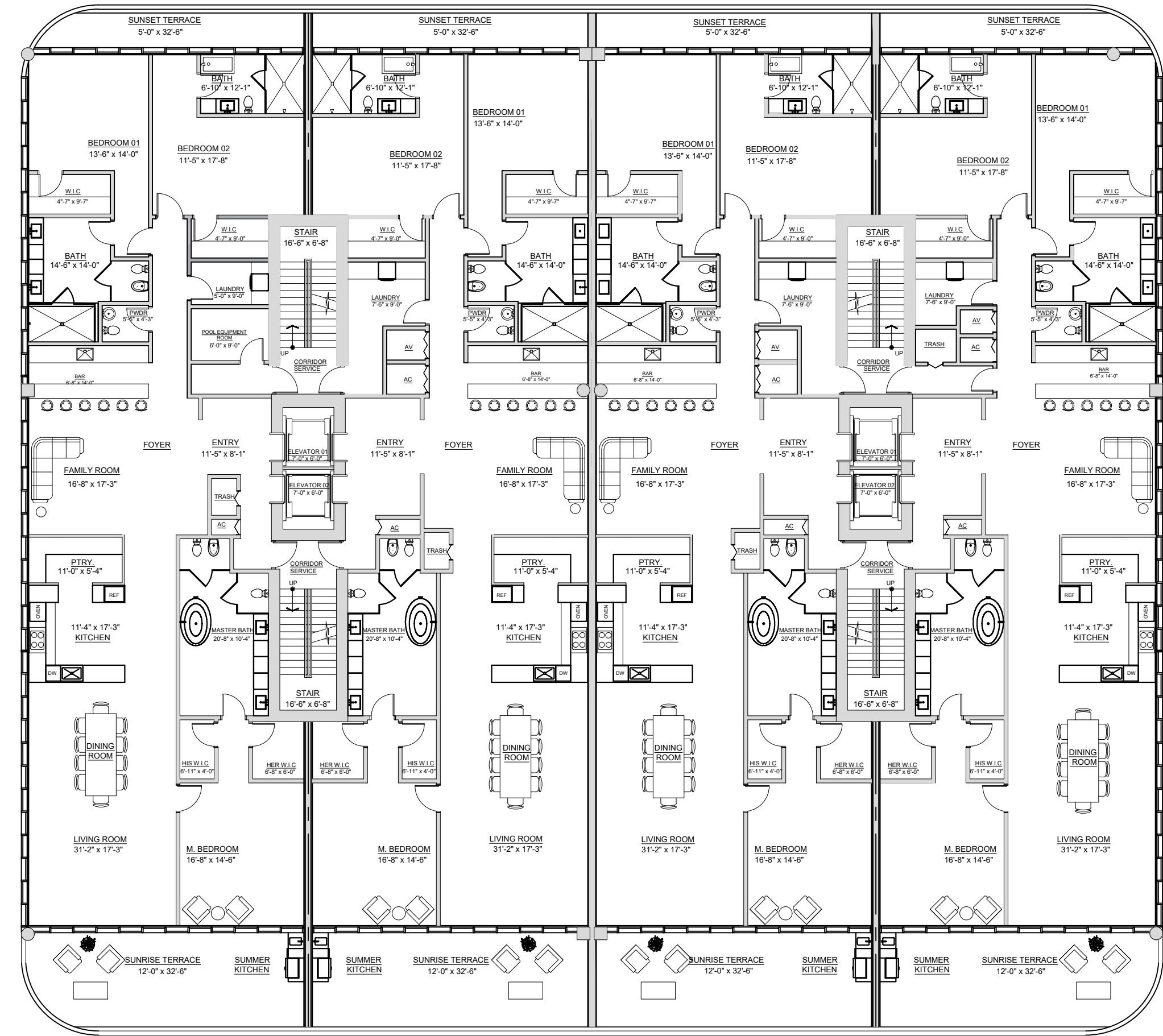
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2ND -6TH
FLOOR PLAN

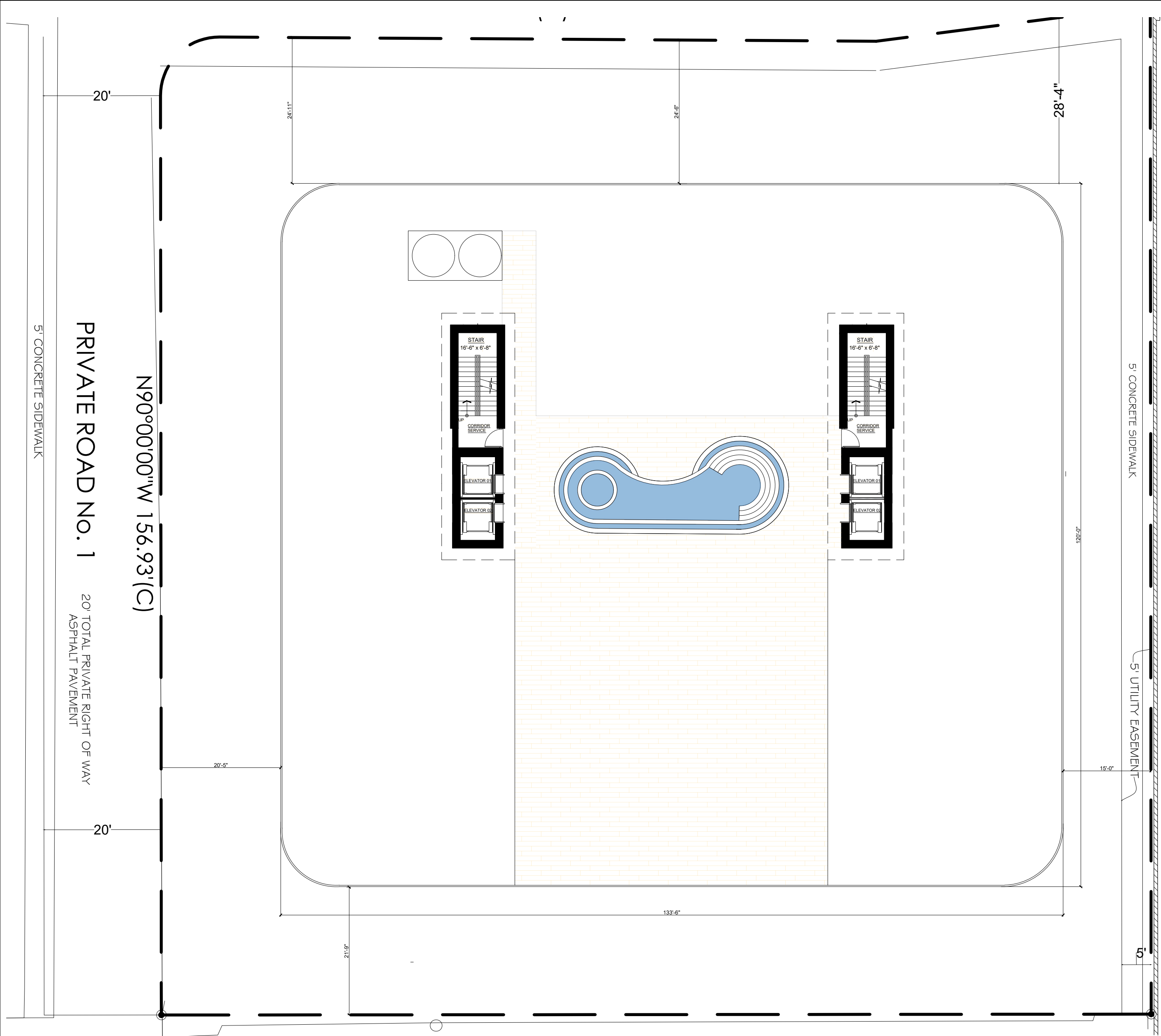
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Scale: 1/8" = 1'-0"
Drawn:
Checked:
Date: 2022.09.11

NOT RELEASED FOR
CONSTRUCTION

A-103



2ND -6TH FLOOR PLAN
SCALE: 1/8"=1'-0"



ROOF PLAN
SCALE: 1/8"=1'-0"

N90°00'00"W 172.14' (R)

PROJECT DATA	REQUIRED/ALLOWED	PROVIDED
Stair ,Lift and Cooling Tower	5% of total Roof Area 800 sft	800 sft



5755 DUPREE DRIVE
ATLANTA, GA. 30327 404.503.5000



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Issue Dates:	
#	DATE
	ISSUE
	2022.03.10
	2022.09.11

Project:

Condominium Complex

123 S Ocean Ave.
Palm Beach Shores,
Florida 33404

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SCHEMATIC DESIGN

Sheet Title:

ROOF PLAN

Job Number:	22008
Scale:	1/8" = 1'-0"
Drawn:	
Checked:	
Date:	2022.09.11

NOT RELEASED FOR
CONSTRUCTION

A-104

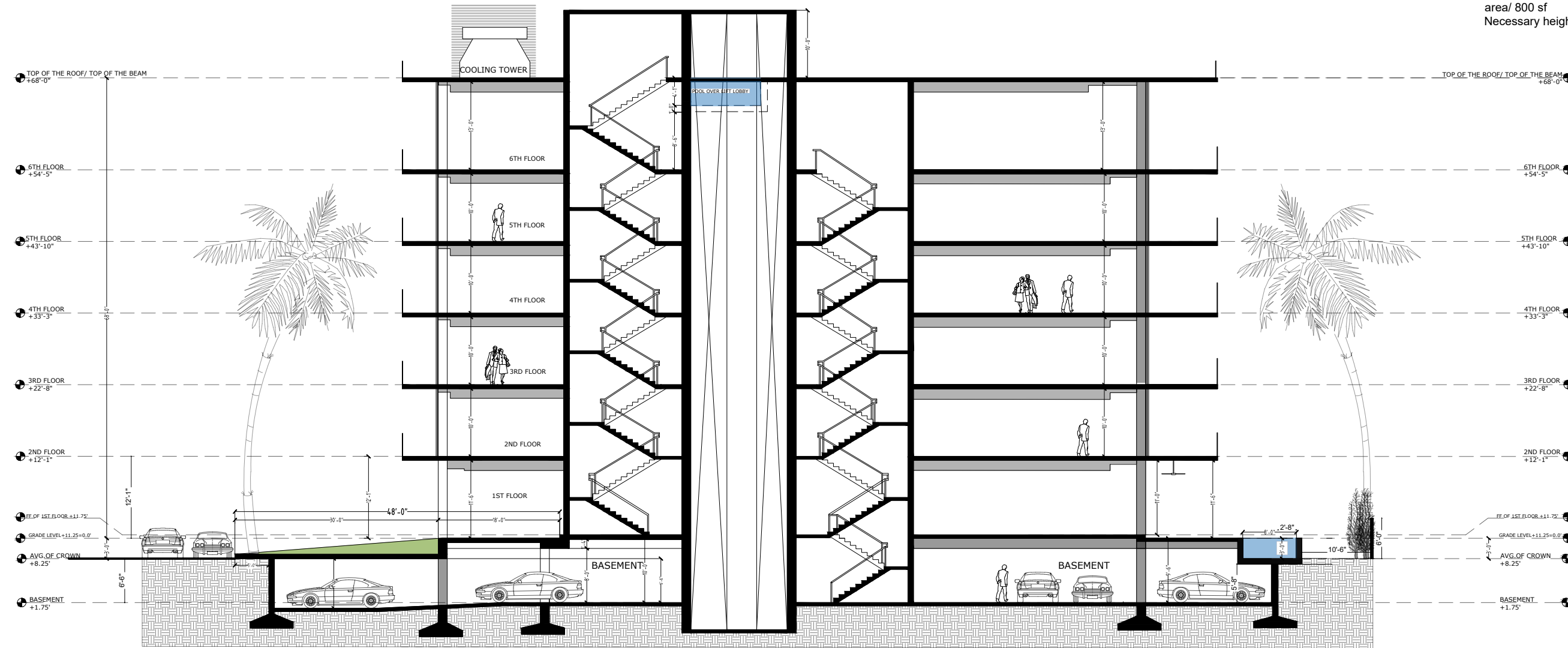


5755 DUPREE DRIVE
ATLANTA, GA. 30327 404.503.5000

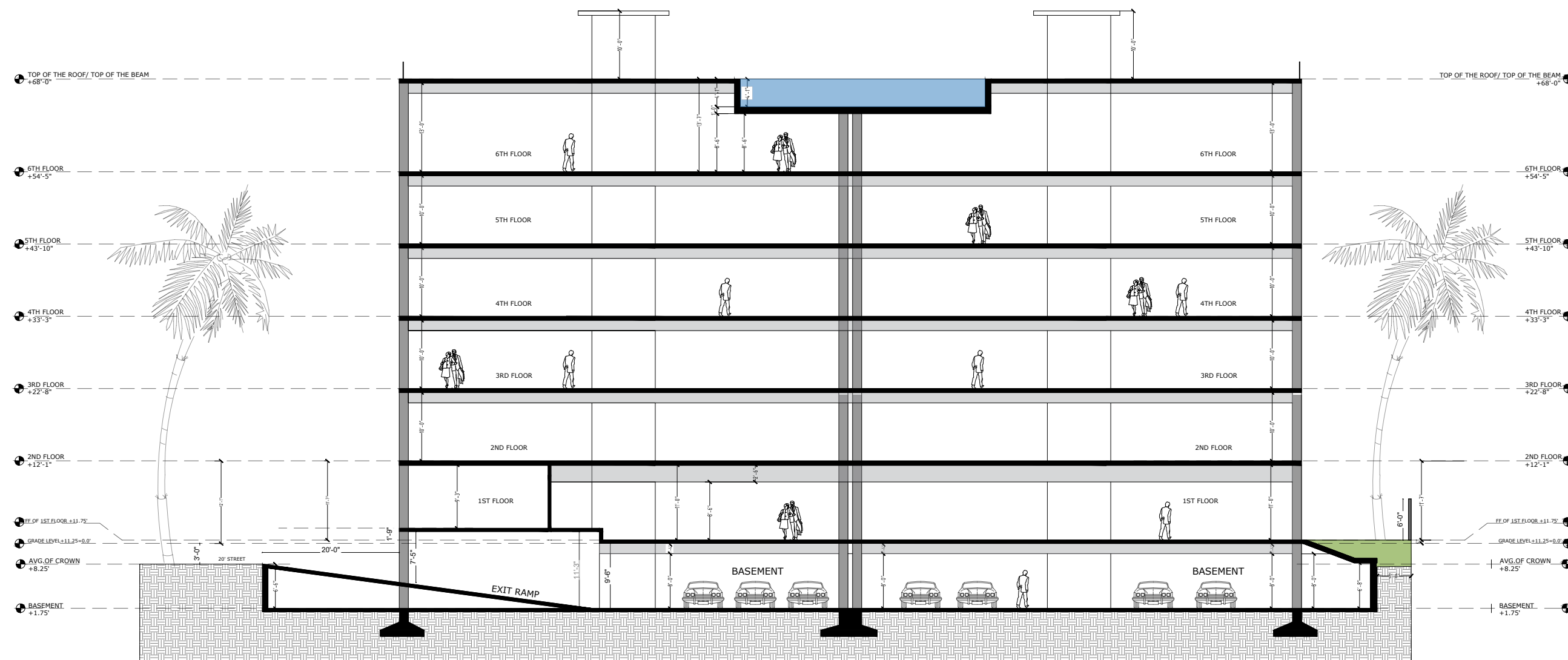


D'Antonio International

PROJECT ELEVATION DATA	REQUIRED/ALLOWED	PROVIDED
Average Mean Elevation/ Crown of the Road		8.25 NAVD 88
Grade Elevation.		11.25 NAVD 88
First Floor Elevation	Grade Plus 1/2 Ft.	11.75 NAVD 88
Building Height	68 Ft. From grade	68 Ft.
Roof Structures pf. 8.3.e	5% of total roof area/ 800 sf Necessary height	800 SF 10 ft+/-



SECTION OF THE BUILDING: 01
SCALE: $\frac{3}{32}$ "=1'-0"



SECTION OF THE BUILDING: 02
SCALE: $\frac{3}{32}$ "=1'-0"

Issue Dates:	
#	DATE
	ISSUE
	2022.03.10
	2022.09.11

Project:

Condominium Complex

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Florida 33404

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SCHEMATIC DESIGN

Sheet Title:

SECTIONS

Job Number:	22008
Scale:	$\frac{1}{8}$ " = 1'-0"
Drawn:	
Checked:	
Date:	2022.09.11

NOT RELEASED FOR
CONSTRUCTION

A-105



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ATLANTA, GA. 30327 404.503.5000



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Issue Dates:
DATE
ISSUE

2022.03.10
2022.09.11

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SCHEMATIC DESIGN

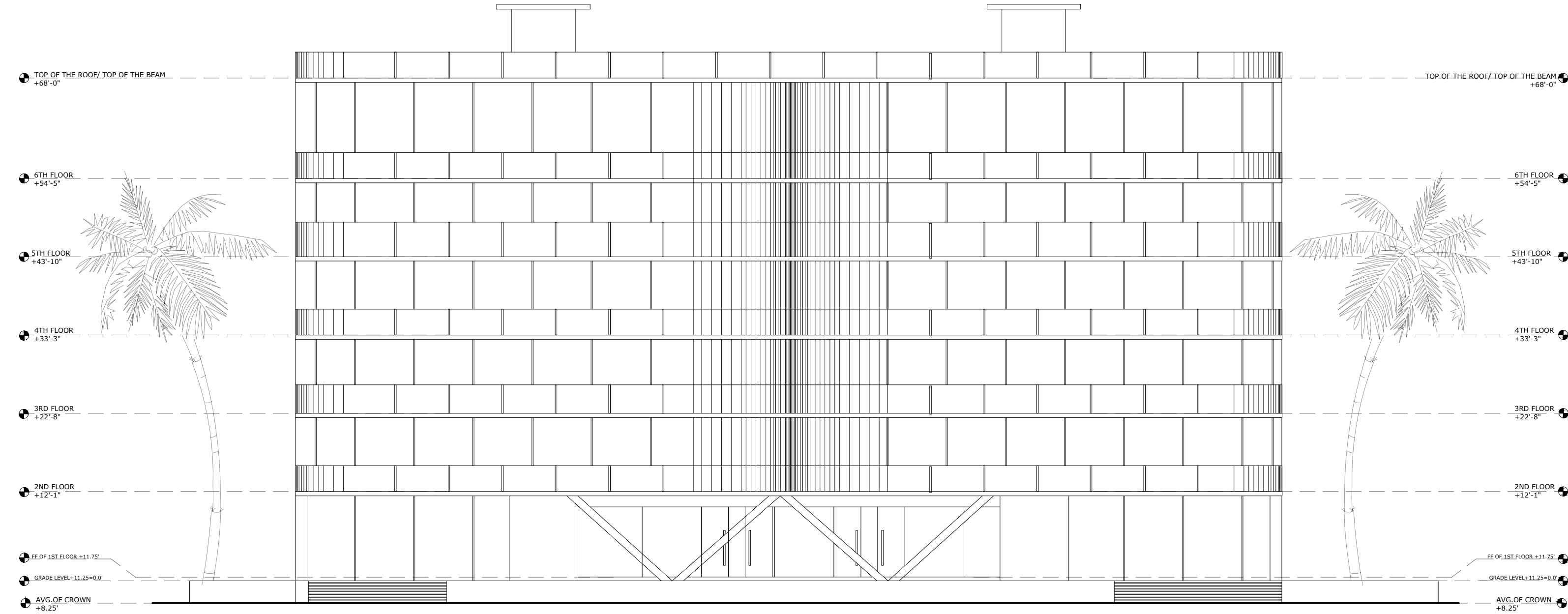
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ELEVATION

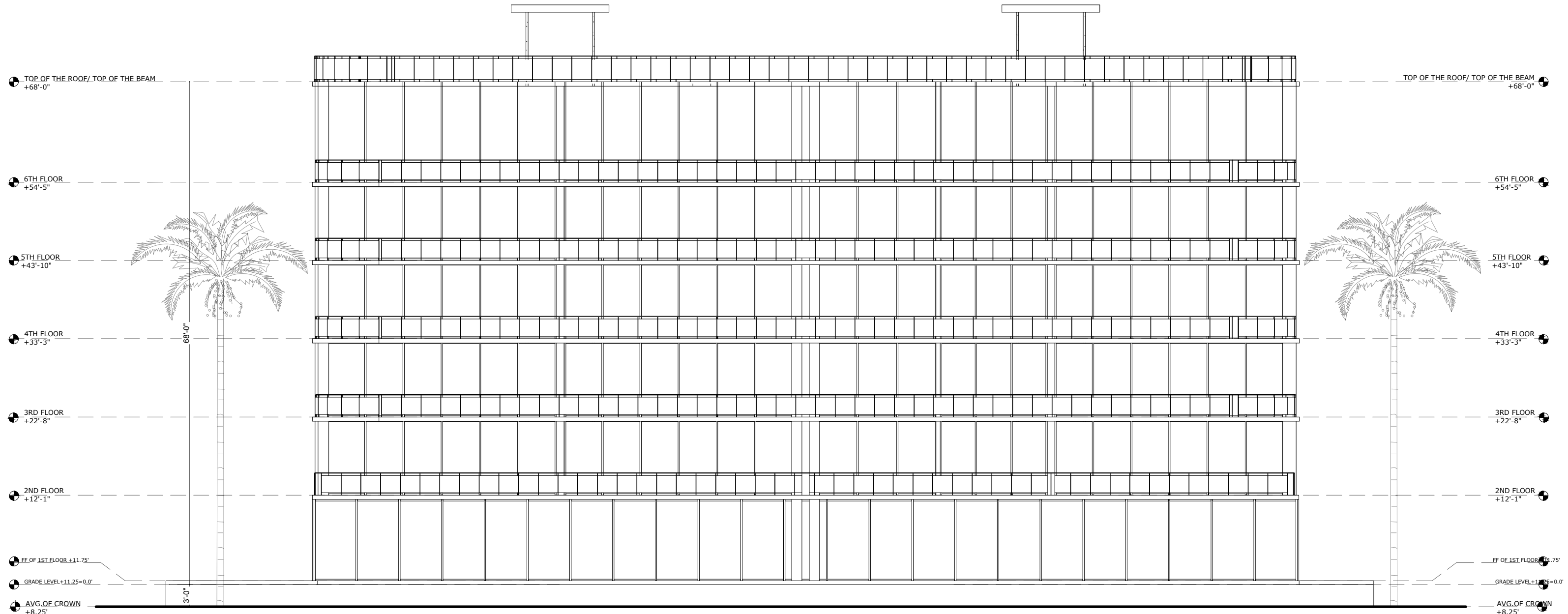
Job Number: 22008
Scale: 1/8" = 1'-0"
Drawn:
Checked:
Date: 2022.09.11

NOT RELEASED FOR
CONSTRUCTION

A-106



FRONT/WEST ELEVATION
SCALE: 1/8" = 1'-0"



EAST ELEVATION
SCALE: 1/8" = 1'-0"



5755 DUPREE DRIVE
ATLANTA, GA. 30327 404.503.5000



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Issue Dates:
DATE
ISSUE

2022.03.10
2022.09.11

Project:

Condominium Complex

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SCHEMATIC DESIGN

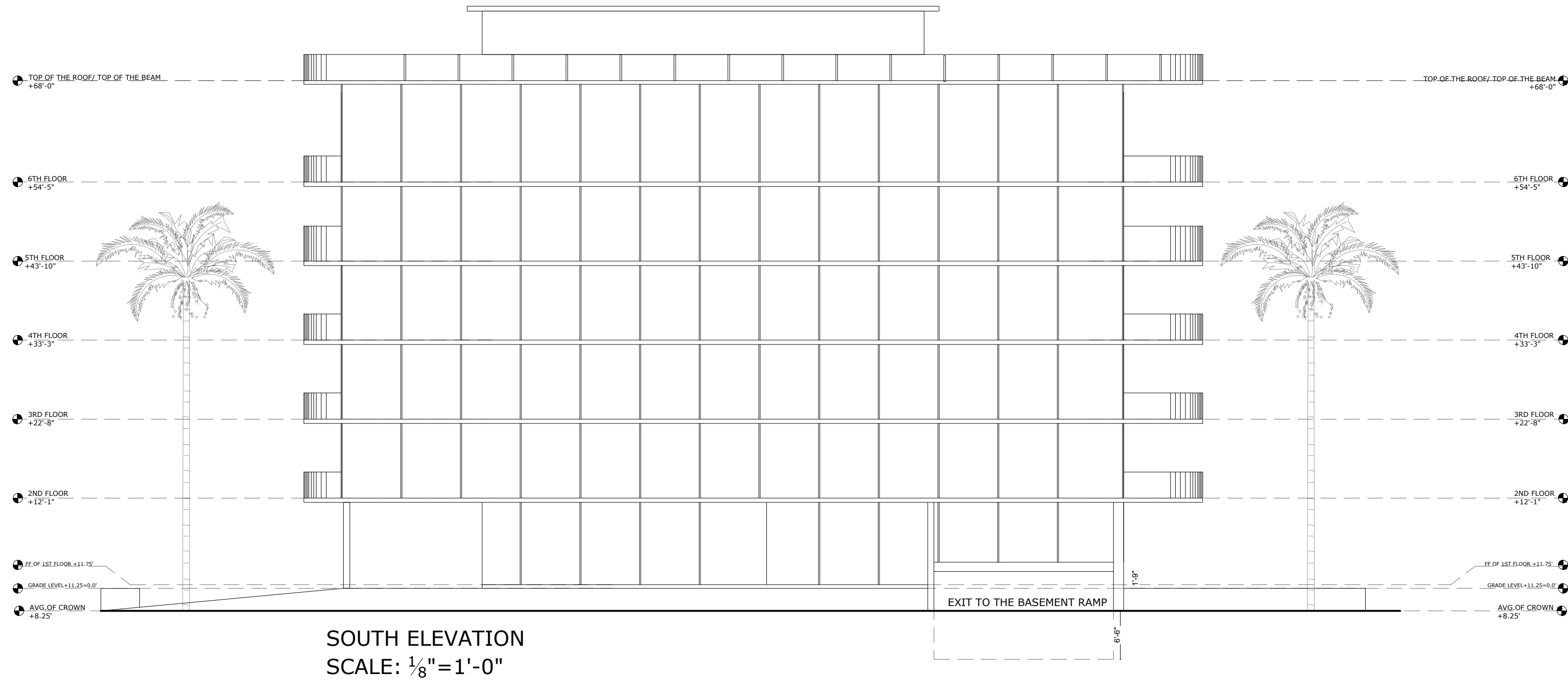
Sheet Title:

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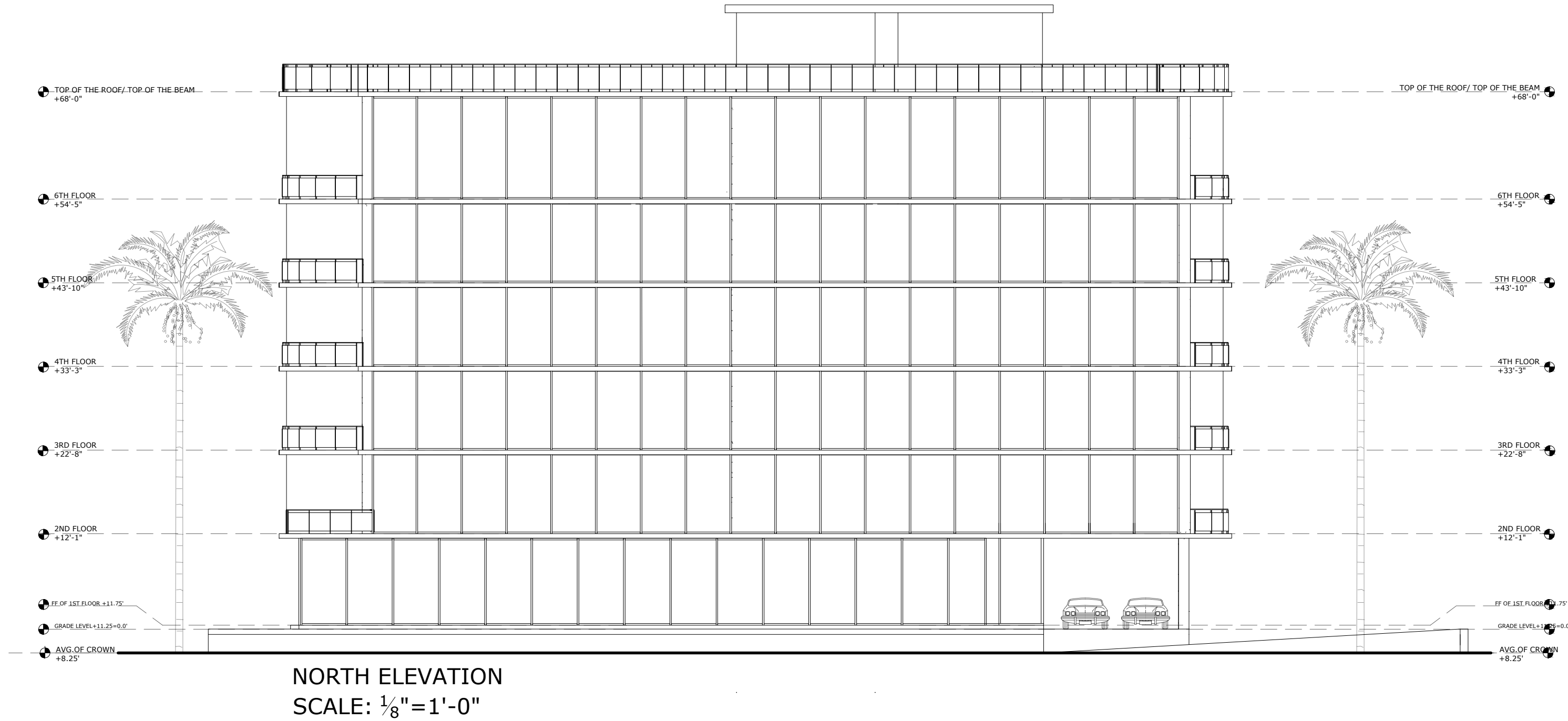
Job Number: 22008
Scale: 1/8" = 1'-0"
Drawn:
Checked:
Date: 2022.09.11

NOT RELEASED FOR
CONSTRUCTION

A-107



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



NORTH ELEVATION
SCALE: 1/8" = 1'-0"



CONSULTING. ENGINEERING. CONSTRUCTION.

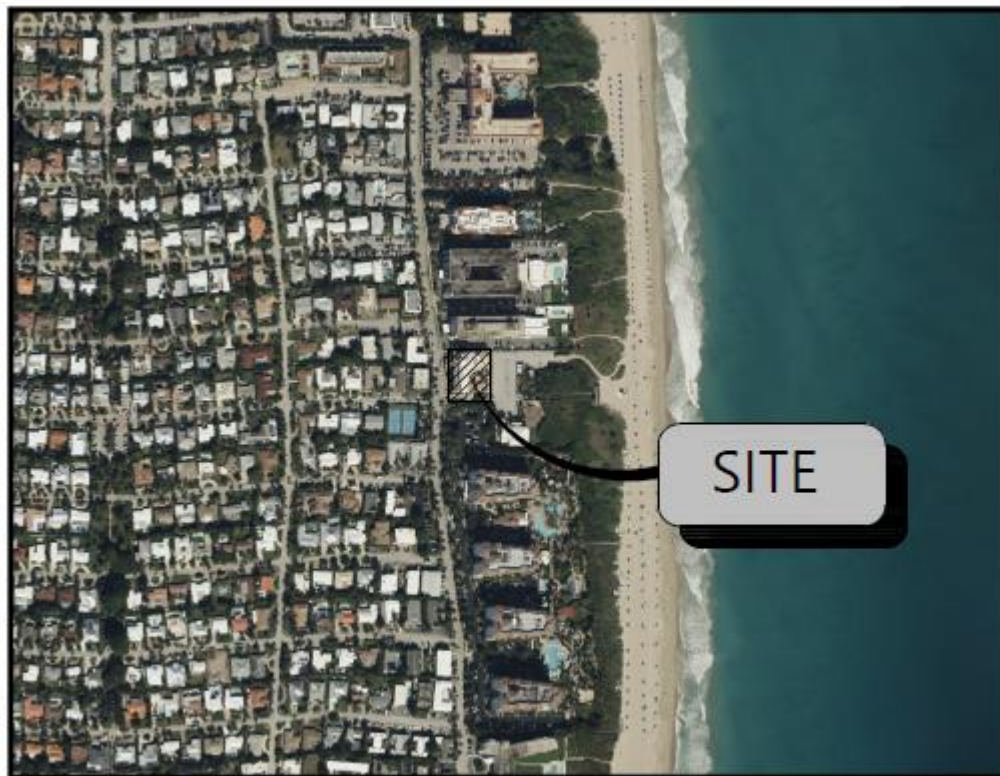
123 SOUTH OCEAN AVENUE PROJECT NARRATIVE & JUSTIFICATION

Submitted to Town Commission

November 28, 2022

Five (5) Variances & Replat

123 SOUTH OCEAN LOCATION MAP & AERIAL:



AERIAL MAP

N.T.S.

123 SOUTH OCEAN PURPOSE AND INTENT:

The 123 South Ocean Multi-Family Project (“123 South Ocean”) is proposed and intended to comply with all applicable provisions as contained within the Town of Palm Beach Shores, Code of Ordinances, Appendix A, Zoning, Ordinance. Specifically, the 123 South Ocean will demonstrate compliance with the applicable and relative standards pursuant to Sections I to XXII.

123 SOUTH OCEAN COMPLIES WITH ADOPTED LEVELS OF SERVICE (“LOS”):

The 123 South Ocean project is consistent with and in compliance with Concurrency standards. Said consistency and compliance categories are noted below:

1. Sanitary sewer.
2. Potable water
3. Solid waste.
4. Roads.
5. Drainage.
6. Recreation and open space.
7. Public schools.

OVERALL PROJECT SITE DATA:

Property Control Number: 54-43-42-27-04-000-6160

Project Acreage: 0.65± Ac

On-Site Soils: Per USDA NRCS Soil Survey of Orange County, Mapped as Urban Land (50) For All Parcels

Dwelling Unit Density: 0.65 Ac * 42 Du / Ac = 27 Units
Existing: 50 Hotel Units
Proposed: 24 Multifamily Units (4 One Bedroom Units & 20 Three Bedroom Units)

Total Building Footprint: 11,086 Sf

Total Floor Area: 88,841 Sf

Total Building Height: 68'

Total Off-Street Parking: 48 Provided Parking Spaces
(1.25 For 1 Bedroom, 1.5 For 2 Bedroom, Addition 0.5 For Each Additional Bedroom)

Road Right-Of-Way & Posted Speed Limits: S. Ocean Ave - 50' (25 Mph)

Setbacks:	Code Requirement	Proposed
Front:	40'	29.4'
Rear:	70'	21.8'
Side (N):	18'	15'
Side (S):	18'	20.5'

Impervious Area:	Existing 26,571	Proposed 21,632
Jurisdiction:	Town of Palm Beach Shores	
Zoning:	Zoning District D	
Adjacent Zoning:	North -	Zone D
	East -	Zone ROS
	South -	Zone D
	West -	Zone B (Across the Street)
FEMA Flood Map:	Located In Zone X	
Existing FLUPM:	Multi-Family Residential & Motel/Hotel 42 Units/Net Acre	
Proposed FLUPM	Multi-Family Residential Motel/Hotel 42 Units/Net Acre	

123 SOUTH OCEAN APPLICATION REQUESTS – TOWN COMMISSION

1. Variances
2. Platting

JUSTIFICATION STATEMENT:

The 123 South Ocean will provide a new and enhanced “infill” and “redevelopment” project to the Town of Palm Beach Shores. The project is intended to be developed in one (1) phase and estimated construction costs will hover in the range of \$82,000,000 with sales estimated in the range of \$125,000,000.

The .65-acre site notes the original hotel was constructed in approximately 1966 and consisted of 24 units (4 One Bedroom & 20 Three Bedroom). The total square footage (Source: PBC Property Appraiser) notes 35,178 square feet. The site is currently in the process of demolition.

The 123 South Ocean project:

- Is consistent with and in compliance with the Town’s Comprehensive Land Use Plan once the FLUPMA is adopted.
- Meets the purpose and intend of the Town’s requirements and standards.
- Promotes and protect the public’s health, safety and welfare.
- Provides a value-added project to the Town.
- Increases the Town’s ad valorem tax base.

- Promotes a high-quality residential project.
- Removes a long-standing eyesore.
- Promotes a coordinated effort to upgrade the Town's beachfront park.

EXISTING SITE CONDITION:



PROPOSED SITE CONDITION:



TRAFFIC:

The original facility provided 50 residential rental units. The 123 South Ocean project will be limited to approximately 24 upscale residential units. Therefore, there's a net reduction in traffic impacts.

ARCHITECTURAL AND AESTHETIC REVIEW STANDARDS:

123 South Ocean will be in complete compliance with Division 5, as noted by the following renderings. Moreover, consistency is offered to:

- Relationship of Building to Site
- Relationship of Building and Site to Adjoining Areas
- Landscape and Site Treatment
- Building Design

123 South Ocean will improve and maintain the unique residential character of the Town of Palm Beach Shores. 123 South Ocean proposes to preserve stability and harmony in the exterior appearance of this new structure through architectural design and features to promote and protect the health, safety and welfare of the community while maintaining property values within the Town.



ARCHITECTURAL AND AESTHETIC REVIEW EXAMPLES:



DRAINAGE ANALYSIS:

The water quality treatment volume calculations and Contech system stage-storage calculations are provided in the appendix to the submitted preliminary drainage report. Based on these calculations, 4,570 CF of treatment volume will be required. The exfiltration system has been sized with 34" pipes. The proposed exfiltration system will be located to the east of the property on the parking lot adjacent to the site, and will tie into an existing stormwater system, which ultimately outfalls to tide. A storm model was performed using ICPR to ensure that the post development runoff does not exceed the pre-development runoff, and to ensure that the proposed exfiltration system will not flood during the 25-year 72-hour SFWMD design storm.

The proposed drainage facility is completely underground and will not be seen on the surface.

VARIANCES:

Below are the five (5) essential project variances needed. Variances one (1) through five (5) have been previously recommend for approval on October 26, 2022 & November 16, 2022.

Setbacks	Required	Proposed	Variance	Existing Conditions Legal Non-Conforming
V-1 Front Yard	40 feet	29.4 feet	10.6 feet	24 feet Existing Bldg.
V-2 Rear Yard	70 feet	21.8 feet	48.2 feet	24.5 feet Existing Bldg.
V-3 Side Yard	18 feet	15 feet	3 feet	20.5 feet Existing Bldg.
V-4 Lot Coverage	24 % Max.	39.1% Max.	15.1%	31% Existing Bldg.
V-5 Top of Beam	63 feet	68 feet	5 feet	Not Applicable

The site has existed (platted) for approximately 71 years. The constriction for the old hotel was completed in 1966. The 56-year-old building has outlived its useful life. It's an eyesore. The unique and special features of the site justify variances due to the exclusive location and configuration. Moreover, due to the exclusivity and rareness of the site, the five (5) variance requests must be combined. The project does not work without all five (5) variances combined into one (1) request:

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structure, or buildings in the same zoning district.

The characteristics of the lot size, location and the existing non-conforming structure trigger the need for these requested infill and redevelopment variances. This is one, if not the only parcel in the "D"

district that does not extend to the mean high-water line. This site is also extremely small for the “D” district.

With respect to the Top of Beam height variance. This standard of the D District is over 15 years old. (Ordinance O-4-07 – March 19, 2007). The purpose and intent of that criteria was to limit the crown of a pitched roof to no more than five (5) feet above the top of the beam. 123 South Ocean is designed as a flat roof structure. Therefore, the building height and the top of the beam are located at no more than 68 feet from the grade elevation.

2. The special conditions and circumstances do not result from the actions of the applicant for variance.

The owner purchased the lot in the “as is” condition. The lot size, location and existing conditions require special consideration to the unique site conditions for the setback variances. Without the variances, the project fails.

The special conditions and circumstances regarding the Top of Beam height variance are derived from the original intent of Ordinance O-04-07 to restrict the height of a pitched roof. The Top of Beam, when this project is completed, will not be seen from any elevation or view. The Top of Beam and building height will be one in the same at 68 feet from the grade elevation.

3. Literal interpretation of the provisions of this Zoning Code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this Zoning Code and would work unnecessary and undue hardship on the applicant.

The property’s existing hardship (shape, size, existing structure and configuration) necessitates the setback variances to provide for the needed residential “infill” and “redevelopment project. This request is a reasonable petition and will not negatively impact the Town’s public health, safety or welfare.

By limiting the Top of Beam for a flat roof structure, Section P.f.8.3.b. unintentionally reduces the building height by five (5) feet creating and unnecessary and unintended hardship by applying the literal interpretations of the D district.

4. The variance, if granted, is the minimum variance that will make possible the reasonable use of the land, building, or structure.

The requested variances (setbacks) allow for a fair and reasonable use of the property. The site does not permit an alternative design. The variance requests will not have a negative impact to the surrounding uses and will promote the residential character the Town is seeking.

To achieve a true flat roof structure, allowing the building height and Top of Beam to be located at the same point of measurement, is the minimum variance needed for this structure (and project) to be a success as a flat roof and not a pitched roof facility.

5. Granting the variance requested will not confer on the applicant any special privilege that is denied by this Zoning Code to other lands, buildings, or structures in the same zoning district.

The variance request (setbacks) is consistent and in compliance with the Town's applicable Land Development documents and guidelines. The requests are compatible with the surrounding neighborhood and will not have a negative impact to same.

All variance requests stand alone on their own merits. The Top of Beam variance is a reasonable use of the lot and a fair request given the intent of the LDRs. The Top of Beam variance will not be observed, noticed or known by the traveling or passing public once the building is complete. The five (5) foot variance request will be internal to the building's structural components.

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

The variance requests meet and Town's purpose and intent for "infill" and "redevelopment" value-added projects. At no point, will the public's health, safety or welfare be at risk should these setback variances be granted.

The Top of Beam variance request of only five (5) feet will allow the flat roof structure to meet the purpose and intent of the D district. Upon project completion, the building will be constructed at a maximum building height of 68 feet. The Top of Beam will be completely hidden inside the condo.

PLATTING:

The parcels were created by the Town of Palm Beach Shores original plat dated 1951. The applicant proposes to legally bind the two (2) platted parcels (which are now one (1)) by way of a new Replat. This is the common legal mechanism to combine platted parcels into one (1) unified lot.

CONSISTENT AND COMPLIANCE:

The 123 South Ocean project is consistent and in compliance with the followings:

- **Density and Intensity:**

The Project will not exceed the density and intensity limits for the Future Land Use designation of the property as set forth in the Future Land Use Element of the Comprehensive Plan.

- **Buffers:**
The Project will provide landscaped separation strip along all property lines abutting a residential use or zone or as needed.
- **Recreation:**
The Project will provide internal recreation and amenity areas per the applicable code requirements.
- **Design:**
The Project designs the residential units to be located away from busy roadways or are shielded from traffic noise by solid fencing and landscaping.
- **Resident Safety:**
The Project design and site layout and landscaping provides for the safety and privacy of residents.
- **Resident Outdoor Space:**
The Project outdoor space is located conveniently for the use of residents and provides facilities for their enjoyment.
- **Circulation:**
The Project is easily accessible to vehicles, bicycles, and pedestrians.
- **Unified Concept:**
The Project is designed as one (1) concept and is not isolated from the surrounding community but is an integral part of the community

123 SOUTH OCEAN SUMMARY AND DEMONSTRATED NEED:

In summary, the 123 South Ocean ("The Project") project offers the following:

- The PDP is consistent with, and in compliance with, the Town's Comprehensive Land Use Plan when the FLUPMA is adopted.
- The Project meets the purpose and intend of the Town's standards.
- The Project promotes and protects the public's health, safety and welfare.
- The Project variances (all five (5)) are essential and justified.
- The Project provides a value-added improvement to the Town.

- The Project meets a housing need and demand.
- The Project increases the Town's ad valorem tax base.
- The Project provides a high-quality multi-family project.
- The Project preserves and highlights the natural features of the property.
- The Project removes a dilapidated structure which is a Town eyesore.
- The Project is coordinating with the Town to improve and upgrade the Town's beachfront park.
- The Project provides for an identity and privacy for future residents but does not create a development that is isolated from the surrounding community.
- The Project's variances are fair and reasonable requests.

Therefore, based upon the foregoing data and analysis, The Project is justified and can be approved with the requested five (5) variances.

PROJECT DEVELOPMENT TEAM:



D'Antonio International



Open the Outdoors



5755 DUPRE DRIVE
ATLANTA, GA. 30327 404.503.5000



D'Antonio International

Issue Dates:	
DATE	
ISSUE	
	2022.06.23
	2022.05.10

Project:	

Condominium
Complex

123 S Ocean Ave.
Palm Beach Shores,
Florida 33404

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SCHEMATIC DESIGN

Sheet Title:

ZONING PLAN



IMPROVEMENT & BEAUTIFICATION OF TOWN PARKING AREA



MASTER SITE PLAN OF PROPOSE CONDOMINIUM
TOTAL AREA: 28335SFT/0.263 HECTARE
TOTAL PARKING : 74 nos (Existing)
74 nos (Provided)



Job Number: 22008	
Scale: 1/8" = 1'-0"	
Drawn: Checked:	G-001
Revised Date: 2022.11.16	
NOT RELEASED FOR CONSTRUCTION	

TOWN OF PALM BEACH SHORES

MONTHLY FINANCIAL REPORT

	CASH & INVESTMENTS		R E V E N U E			
			BUDGET	CURRENT	YEAR TO DATE	% OF BUDGET
9/30/2021	\$ 3,813,877		\$ 5,568,602	\$ 504,222	\$ 6,011,990	108%
10/31/2021	\$ 3,118,733		\$ 5,462,261	\$ 40,281	\$ 40,281	1%
11/30/2021	\$ 3,592,251		\$ 5,609,398	\$ 835,222	\$ 875,503	16%
12/31/2021	\$ 6,033,755		\$ 5,609,398	\$ 2,845,301	\$ 3,720,804	66%
1/31/2022	\$ 5,911,353		\$ 5,609,398	\$ 252,557	\$ 3,973,360	71%
2/28/2022	\$ 5,884,797		\$ 5,609,398	\$ 288,402	\$ 4,261,762	76%
3/31/2022	\$ 5,820,230		\$ 5,609,398	\$ 377,307	\$ 4,639,070	83%
4/30/2022	\$ 5,299,293		\$ 6,128,237	\$ 318,131	\$ 4,957,200	81%
5/31/2022	\$ 5,226,169		\$ 6,128,237	\$ 195,992	\$ 5,153,193	84%
6/30/2022	\$ 5,025,051		\$ 6,128,237	\$ 183,172	\$ 5,336,365	87%
7/31/2022	\$ 4,488,825		\$ 6,128,237	\$ 317,348	\$ 5,653,713	92%
8/31/2022	\$ 4,656,211		\$ 6,128,237	\$ 501,392	\$ 6,155,105	100%
9/30/2022	\$ 4,439,076		\$ 6,138,456	\$ 194,707	\$ 6,349,812	103%

	E X P E N D I T U R E S					
	BUDGET	DISBURSEMENTS	ACCRUALS	CURRENT EXP	YEAR TO DATE	% OF BUDGET
9/30/2021	\$ 5,568,602	\$ 215,098	\$ 150,667	\$ 365,766	\$ 5,288,460	95%
10/31/2021	\$ 5,462,261	\$ 808,352	\$ (164,056)	\$ 644,296	\$ 644,296	12%
11/30/2021	\$ 5,609,398	\$ 368,546	\$ (42,378)	\$ 326,168	\$ 970,464	17%
12/31/2021	\$ 5,609,398	\$ 380,179	\$ 47,452	\$ 427,631	\$ 1,398,095	25%
1/31/2022	\$ 5,609,398	\$ 377,709	\$ 17,590	\$ 395,298	\$ 1,793,394	32%
2/28/2022	\$ 5,609,398	\$ 319,981	\$ 23,317	\$ 343,298	\$ 2,136,692	38%
3/31/2022	\$ 5,609,398	\$ 319,981	\$ 234,325	\$ 554,306	\$ 2,690,998	48%
4/30/2022	\$ 6,128,237	\$ 536,195	\$ 99,928	\$ 636,123	\$ 3,327,121	54%
5/31/2022	\$ 6,128,237	\$ 309,332	\$ 40,549	\$ 349,881	\$ 3,677,003	60%
6/30/2022	\$ 6,128,237	\$ 332,598	\$ 83,859	\$ 416,457	\$ 4,093,459	67%
7/31/2022	\$ 6,128,237	\$ 690,586	\$ 200,602	\$ 891,189	\$ 4,984,648	81%
8/31/2022	\$ 6,128,237	\$ 280,909	\$ 83,858	\$ 364,767	\$ 5,349,415	87%
9/30/2022	\$ 6,138,456	\$ 327,456	\$ 111,343	\$ 438,799	\$ 5,788,214	94%

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

Budget Amendment #2 was approved at the March 2022 Commission meeting.

Includes Budget Amendment #3, presented for approval at the November 2022 Commission meeting.

Notes:

- July includes the purchase of the new Fire Engine.
- August includes receipt of \$316,038 in American Rescue Plan Act funds.

Town of Palm Beach Shores
Disbursements - September 2022

Check #	Type	Date	Vendor Name	Amount
3942	C	9/1/2022	29 Alphagraphics of the Palm Beaches	\$ 415.38
3943	C	9/1/2022	47 Board of County Commissioners	\$ 610.00
3944	C	9/1/2022	52 Comcast	\$ 52.45
3945	C	9/1/2022	863 Diversified Building Department Management	\$ 8,772.50
3946	C	9/1/2022	746 Essential Net Solutions	\$ 100.00
3947	C	9/1/2022	879 Orlando Rodriguez	\$ 420.00
3948	C	9/1/2022	896 Primestar Digital Network	\$ 125.00
3949	C	9/1/2022	516 Schmidt Nichols	\$ 2,672.50
3950	C	9/1/2022	484 Shred-It, c/o Stericycle, Inc.	\$ 950.70
3951	C	9/1/2022	592 Trevor Steedman	\$ 81.46
3952	C	9/8/2022	114 Albatross Supply	\$ 1,074.70
3953	C	9/8/2022	556 Armchem International	\$ 1,045.80
3954	C	9/8/2022	823 AT&T Mobility	\$ 34.99
3955	C	9/8/2022	823 AT&T Mobility	\$ 34.99
3956	C	9/8/2022	988 Belson Outdoors LLC	\$ 10,120.00
3957	C	9/8/2022	107 Davis & Associates, P.A.	\$ 9,630.00
3958	C	9/8/2022	746 Essential Net Solutions	\$ 1,457.49
3959	C	9/8/2022	80 FL Public Utilities	\$ 161.12
3960	C	9/8/2022	985 Global Power and AC	\$ 1,888.00
3961	C	9/8/2022	985 Global Power and AC	\$ 657.00
3962	C	9/8/2022	424 Hinterland Group Inc	\$ 35,582.40
3963	C	9/8/2022	89 Home Depot Credit Svcs	\$ 1,467.00
3964	C	9/8/2022	659 Image Janitorial Services, Inc.	\$ 2,050.00
3965	C	9/8/2022	16 Palmdale Oil Company, Inc.	\$ 1,329.18
3966	C	9/8/2022	196 Performance NAPA	\$ 149.85
3967	C	9/8/2022	30 Poly Systems Company	\$ 1,850.00
3968	C	9/8/2022	33 Riviera Beach Water	\$ 3,662.01
3969	C	9/8/2022	973 Rodolfo Rivera	\$ 140.00
3970	C	9/8/2022	365 Sherwin-Williams	\$ 221.88
3971	C	9/8/2022	375 Simmons & White, Inc.	\$ 637.50
3972	C	9/8/2022	101 Verizon Wireless	\$ 59.45
3973	C	9/8/2022	104 Waste Management	\$ 11,825.64
3974	C	9/15/2022	951 Alan Fiers	\$ 100.81
3975	C	9/15/2022	949 Florida Government Finance Officers Assoc.	\$ 50.00
3976	C	9/15/2022	991 Florida Technical Consultants LLC	\$ 12,850.00
3977	C	9/15/2022	659 Image Janitorial Services, Inc.	\$ 255.00
3978	C	9/15/2022	896 Primestar Digital Network	\$ 250.00
3979	C	9/15/2022	129 Steven Smith	\$ 500.00
3980	C	9/15/2022	100 Toshiba Business Solutions	\$ 1,566.25
3981	C	9/15/2022	131 WEX BANK	\$ 806.13
3982	C	9/23/2022	553 AIRGAS USA, LLC	\$ 105.16
3983	C	9/23/2022	861 BrightView Landscape Services, Inc.	\$ 7,277.08
3984	C	9/23/2022	922 Car-Comm, Inc.	\$ 139.45
3985	C	9/23/2022	491 Dilo Fire Sprinkler, Inc.	\$ 485.00
3986	C	9/23/2022	928 End of the Line, Inc.	\$ 106.25
3987	C	9/23/2022	606 Florida Municipal Insurance Trust	\$ 32,455.50
3988	C	9/23/2022	71 FL Power & Light	\$ 3,385.79
3989	C	9/23/2022	886 Henry Schein, Inc.	\$ 45.23

Town of Palm Beach Shores
Disbursements - September 2022

Check #	Type	Date	Vendor Name	Amount
3990	C	9/23/2022	129 Janet Kortenhaus	\$ 500.00
3991	C	9/23/2022	679 Keehn Emergency Medical Services, Inc	\$ 1,500.00
3992	C	9/23/2022	989 Kimtek Corporation	\$ 3,740.00
3993	C	9/23/2022	774 Mission Communications, LLC	\$ 1,162.80
3994	C	9/23/2022	911 AT&T	\$ 296.74
3995	C	9/23/2022	914 Roto-Rooter	\$ 14,000.00
3996	C	9/23/2022	375 Simmons & White, Inc.	\$ 3,291.95
3997	C	9/23/2022	887 Standard Insurance Co	\$ 314.86
3998	C	9/23/2022	829 State Chemical Solutions	\$ 1,037.88
3999	C	9/23/2022	992 Thermo Fisher Scientific	\$ 258.10
4000	C	9/30/2022	121 Alan Welch	\$ 240.00
4001	C	9/30/2022	981 CivicPlus	\$ 280.00
4002	C	9/30/2022	52 Comcast	\$ 42.45
4003	C	9/30/2022	88 Hill Manufacturing Co. Inc.	\$ 1,633.98
4004	C	9/30/2022	862 Jarbas Silva	\$ 90.00
4005	C	9/30/2022	129 Lisa Russo	\$ 500.00
4006	C	9/30/2022	695 PBCMCA	\$ 35.00
4007	C	9/30/2022	911 AT&T	\$ 871.57
4008	C	9/30/2022	821 Robert Villagomez	\$ 90.00
4009	C	9/30/2022	907 Sandi Lue	\$ 210.00
4010	C	9/30/2022	516 Schmidt Nichols	\$ 2,294.25
4011	C	9/30/2022	494 Signs by Tomorrow	\$ 3,228.00
4012	C	9/30/2022	978 Truist Bank	\$ 6,799.47
4013	C	9/30/2022	104 Waste Management	\$ 3,074.81
ADP, LLC	E	9/23/2022	697 ADP, LLC	\$ 245.10
ADP Taxes	E	9/9/2022	ADP Taxes	\$ 8,580.93
ADP Taxes	E	9/23/2022	ADP Taxes	\$ 11,308.31
ADP Wages	E	9/9/2022	ADP Wages	\$ 25,969.66
ADP Wages	E	9/23/2022	ADP Wages	\$ 31,972.27
Blue Cross Blue Shield	E	9/26/2022	127 Blue Cross Blue Shield of Florida, Inc.	\$ 15,435.54
FRS	E	9/6/2022	172 FRS	\$ 13,401.53
FRS	E	9/30/2022	172 FRS	\$ 15,394.20
				\$ 327,456.04

General Fund	\$ 327,456.04
Underground Utilities Fund	
Total	\$ 327,456.04

Town of Palm Beach Shores
Budget Summary Report
September 2022

BEFORE Budget Amendment #3

Sep Benchmark **100.0%**

	BUDGET	YTD	Favorable(Unfav)	%
REVENUE				
Revenue (without appr'd F/B)	\$ 5,803,200.00	\$ 6,243,495.77	\$ 440,295.77	107.6%
Appropriated Fund Balance	218,721.00	-	(218,721.00)	0.0%
Capital Lease Proceeds	106,316.00	106,316.00	-	100.0%
TOTAL REVENUE	\$ 6,128,237.00	\$ 6,349,811.77	\$ 221,574.77	103.6%

EXPENDITURES BY DEPARTMENT	% of total			% of total		
Administration	\$ 484,562.00	8%	\$ 430,487.05	7%	\$ 54,074.95	88.8%
Legal	121,000.00	2%	110,552.40	2%	10,447.60	91.4%
Public Works	358,162.00	6%	370,354.63	6%	(12,192.63)	103.4%
Police	1,680,027.00	27%	1,681,153.89	29%	(1,126.89)	100.1%
Fire	709,718.00	12%	708,397.60	12%	1,320.40	99.8%
Building	279,962.00	5%	303,030.22	5%	(23,068.22)	108.2%
Emergency Disaster	-	0%	-	0%	-	0.0%
Solid Waste	209,250.00	3%	208,218.88	4%	1,031.12	99.5%
Legislative	18,562.00	0%	12,480.89	0%	6,081.11	67.2%
Streets/Storm Sewers	29,025.00	0%	30,015.47	1%	(990.47)	103.4%
Parks	217,024.00	4%	169,870.18	3%	47,153.82	78.3%
Beach	114,193.00	2%	103,315.14	2%	10,877.86	90.5%
Lift Stations/Sewer Service	42,975.00	1%	29,839.35	1%	13,135.65	69.4%
Contingencies	42,675.00	1%	-	0%	42,675.00	0.0%
Debt Service	495,855.00	8%	495,854.58	9%	0.42	100.0%
Emergency Medical Services	351,851.00	6%	351,850.91	6%	0.09	100.0%
Community Center	69,075.00	1%	86,675.61	1%	(17,600.61)	125.5%
Risk Management	110,231.00	2%	111,401.61	2%	(1,170.61)	101.1%
Capital	794,090.00	13%	584,715.87	10%	209,374.13	73.6%
TOTAL EXPENDITURES	\$ 6,128,237.00		\$ 5,788,214.28		\$ 340,022.72	94.5%

CHANGE IN FUND BALANCE	-	561,597.49	561,597.49
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Explanation of Variances:

Public Works - Additional personnel costs due to inhouse projects. Additional costs on equipment maintenance.

Police - Cost of adding pole and service for new PBSO cameras.

Streets/Storm Drains - new storm drains fabricated, add'l swales, and street lights maintenance over.

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

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

Risk Management - paid in full; overage for repairs of damage by former employee (\$1,480)

Town of Palm Beach Shores
Budget Summary Report
September 2022

INCLUDES Budget Amendment #3

Sep Benchmark 100.0%

	BUDGET	YTD	Favorable(Unfav)	%
REVENUE				
Revenue (without appr'd F/B)	\$ 5,813,419.00	\$ 6,243,495.77	\$ 430,076.77	107.4%
Appropriated Fund Balance	218,721.00	-	(218,721.00)	0.0%
Capital Lease Proceeds	106,316.00	106,316.00	-	100.0%
TOTAL REVENUE	\$ 6,138,456.00	\$ 6,349,811.77	\$ 211,355.77	103.4%

EXPENDITURES BY DEPARTMENT			% of total		% of total		
Administration	\$ 481,257.00	8%	\$ 430,487.05	7%	\$ 50,769.95	89.5%	
Legal	121,000.00	2%	110,552.40	2%	10,447.60	91.4%	
Public Works	370,362.00	6%	370,354.63	6%	7.37	100.0%	
Police	1,681,177.00	27%	1,681,153.89	29%	23.11	100.0%	
Fire	709,718.00	12%	708,397.60	12%	1,320.40	99.8%	
Building	303,031.00	5%	303,030.22	5%	0.78	100.0%	
Emergency Disaster	-	0%	-	0%	-	0.0%	
Solid Waste	209,250.00	3%	208,218.88	4%	1,031.12	99.5%	
Legislative	18,562.00	0%	12,480.89	0%	6,081.11	67.2%	
Streets/Storm Sewers	30,025.00	0%	30,015.47	1%	9.53	100.0%	
Parks	217,024.00	4%	169,870.18	3%	47,153.82	78.3%	
Beach	114,193.00	2%	103,315.14	2%	10,877.86	90.5%	
Lift Stations/Sewer Service	42,975.00	1%	29,839.35	1%	13,135.65	69.4%	
Contingencies	-	0%	-	0%	-		
Debt Service	495,855.00	8%	495,854.58	9%	0.42	100.0%	
Emergency Medical Services	351,851.00	6%	351,850.91	6%	0.09	100.0%	
Community Center	86,680.00	1%	86,675.61	1%	4.39	100.0%	
Risk Management	111,406.00	2%	111,401.61	2%	4.39	100.0%	
Capital	794,090.00	13%	584,715.87	10%	209,374.13	73.6%	
TOTAL EXPENDITURES	\$ 6,138,456.00		\$ 5,788,214.28		\$ 350,241.72	94.3%	

CHANGE IN FUND BALANCE	-	561,597.49	561,597.49
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Town of Palm Beach Shores

Utility Tax

10% Effective 4/1/17

	Electric	Water	Gas	Total
	<i>FPL</i>	<i>Riviera Beach</i>	<i>FPU</i>	
Oct-21	21,602.65	7,545.45	1,517.83	30,665.93
Nov-21	19,389.47	6,183.52	1,790.78	27,363.77
Dec-21	14,518.67	5,127.67	1,565.34	21,211.68
Jan-22	20,655.93	8,910.37	1,851.53	31,417.83
Feb-22	15,889.94	6,396.56	5,940.52	28,227.02
Mar-22	17,455.66	6,481.80	993.12	24,930.58
Apr-22	20,116.95	7,772.38	2,843.00	30,732.33
May-22	21,130.82	7,744.65	3,209.97	32,085.44
Jun-22	21,453.04	8,057.29	1,374.52	30,884.85
Jul-22	22,766.38	8,618.24	1,326.84	32,711.46
<i>correction RB</i>	-	14,880.72	-	14,880.72
Aug-22	22,103.62	14,230.89	1,615.02	37,949.53
Sep-22	24,881.11	7,619.80	1,325.05	33,825.96
YTD Total	241,964.24	109,569.34	25,353.52	376,887.10

<i>Budget FY2022</i>	<i>215,000.00</i>	<i>105,000.00</i>	<i>28,000.00</i>	<i>348,000.00</i>
<i>% budget</i>	<i>113%</i>	<i>104%</i>	<i>91%</i>	<i>108%</i>

Note: The water utility tax is lower than previous years and the budget. A summary of monthly revenue for the current year and the 2 previous years has been sent to the Finance Director at Riviera Beach for an explanation. RB has found a mistake in how their new system was set up. This has been corrected and a check was received for the difference.

Town of Palm Beach Shores
Discretionary Sales Tax PBC

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

Current Year Receipts:

Date of Receipt	Period	
11/29/2021	October 2021	\$ 7,419.45
12/27/2021	November 2021	\$ 7,715.47
1/27/2022	December 2021	\$ 8,353.45
2/18/2022	2021 Q4 adjustment	\$ 4,579.19
2/28/2022	January 2022	\$ 10,259.20
3/28/2022	February 2022	\$ 8,235.02
4/27/2022	March 2022	\$ 8,675.62
5/13/2022	2022 Q1 adjustment	\$ 5,196.87
5/27/2022	April 2022	\$ 9,654.39
6/24/2022	May 2022	\$ 8,844.21
7/27/2022	June 2022	\$ 8,288.80
8/5/2022	2022 Q2 adjustment	\$ 4,626.41
8/24/2022	July 2022	\$ 8,071.54
9/26/2022	August 2022	\$ 7,617.71
10/27/2022	September 2022	\$ 8,097.09
11/7/2022	2022 Q3 adjustment	\$ 4,758.40
Total current year receipts		\$ 120,392.82

Current Year Expenditures:

\$ -

Accumulated (unspent) Discretionary Sales Tax as of 9/30/22	\$ 507,824.92
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Town of Palm Beach Shores
Building Department

	Building Permits	Building Department	Net Building	Cumulative Net Bldg
10/31/2021	\$ 10,845	\$ 20,820	\$ (9,975)	\$ (9,975)
11/30/2021	\$ 20,757	\$ 9,456	\$ 11,300	\$ 1,326
12/31/2021	\$ 41,051	\$ 24,855	\$ 16,196	\$ 17,521
1/31/2022	\$ 17,800	\$ 22,185	\$ (4,385)	\$ 13,136
2/28/2022	\$ 12,963	\$ 17,686	\$ (4,723)	\$ 8,413
3/31/2022	\$ 162,041	\$ 33,602	\$ 128,438	\$ 136,852
4/30/2022	\$ 19,972	\$ 24,624	\$ (4,651)	\$ 132,200
5/31/2022	\$ 31,921	\$ 21,052	\$ 10,869	\$ 143,069
6/30/2022	\$ 27,068	\$ 29,223	\$ (2,155)	\$ 140,914
7/31/2022	\$ 15,255	\$ 23,394	\$ (8,139)	\$ 132,776
8/31/2022	\$ 50,521	\$ 20,085	\$ 30,435	\$ 163,211
9/30/2022	\$ 10,137	\$ 56,048	\$ (45,911)	\$ 117,300
	\$ 420,330	\$ 303,030	\$ 117,300	

Other related revenues:

Bldg Permit State Surcharge	\$ 13,182
Fire Inspection Fees	\$ 3,000
Reinspection Fees	\$ -
Code Enf Admin Cost Reimb	\$ 340
Site Plan / Variance Fees	\$ 6,579
Land Development Costs	\$ 51,469
Town Code & Ordinance Fines	\$ 20,500

Net Building	\$ 212,371
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In March, the permit fees were collected for 150, 200, and 206 Inlet.

Town of Palm Beach Shores
Underground Utilities
as of 9/30/22

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

	COST ESTIMATE	TOTAL as of 9/30/22	Remaining Costs	P R O J E C T E D	
				Cost	Variance
Other Financing Sources:					
Loan Proceeds	\$ 6,000,000	\$ 6,000,000.00	\$ -	\$ 6,000,000.00	\$ -
Expenditures:					
Survey	\$ 38,000	\$ 65,762.50	\$ -	\$ 65,762.50	\$ (27,762.50)
Legal	\$ 4,000	\$ 3,150.00	\$ -	\$ 3,150.00	\$ 850.00
Project Mgmt/Admin	\$ 80,000	\$ 95,572.09	\$ -	\$ 95,572.09	\$ (15,572.09)
Construction - Viking	\$ 4,336,460	\$ 4,343,654.00	\$ -	\$ 4,343,654.00	\$ (7,194.00)
Construction - Comcast	\$ 250,000	\$ 528,340.73	\$ -	\$ 528,340.73	\$ (278,340.73)
Construction - AT&T	\$ 450,000	\$ 291,994.13	\$ 133,005.87	\$ 425,000.00	\$ 25,000.00
Construction - FPL	\$ 254,386	\$ 254,386.00	\$ -	\$ 254,386.00	\$ -
Landscape Restoration	\$ 16,300	\$ 9,584.51	\$ 6,715.49	\$ 16,300.00	\$ -
Loan Acquisition	\$ 23,000	\$ 22,508.00	\$ -	\$ 22,508.00	\$ 492.00
Contingency	\$ 547,854	\$ -	\$ -	\$ -	\$ 547,854.00
Total expenditures	\$ 6,000,000	\$ 5,614,951.96	\$ 139,721.36	\$ 5,754,673.32	\$ 245,326.68
Net Change in Fund Balance	\$ -	\$ 385,048.04	\$ (139,721.36)	\$ 245,326.68	\$ 245,326.68

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

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

AT&T Phase 2 is underway.

**Town of Palm Beach Shores
Dredging Project
as of 9/30/2022**

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

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

	CASH & INVESTMENTS		R E V E N U E			
			BUDGET	CURRENT	YEAR TO DATE	% OF BUDGET
9/30/2022	\$ 4,439,076		\$ 6,138,456	\$ 194,707	\$ 6,349,812	103%
10/31/2022	\$ 3,851,354		\$ 7,589,708	\$ 48,123	\$ 48,123	1%
10/31/2021	\$ 3,118,733		\$ 5,462,261	\$ 40,281	\$ 40,281	1%
11/30/2022						
12/31/2022						
1/31/2023						
2/28/2023						
3/31/2023						
4/30/2023						
5/31/2023						
6/30/2023						
7/31/2023						
8/31/2023						
9/30/2023						

	E X P E N D I T U R E S					
	BUDGET	DISBURSEMENTS	ACCRUALS	CURRENT EXP	YEAR TO DATE	% OF BUDGET
9/30/2022	\$ 6,138,456	\$ 327,456	\$ 111,343	\$ 438,799	\$ 5,788,214	94%
10/31/2022	\$ 7,589,708	\$ 717,313	\$ 34,653	\$ 751,966	\$ 751,966	10%
10/31/2021	\$ 5,462,261	\$ 808,352	\$ (164,056)	\$ 644,296	\$ 644,296	12%
11/30/2022						
12/31/2022						
1/31/2023						
2/28/2023						
3/31/2023						
4/30/2023						
5/31/2023						
6/30/2023						
7/31/2023						
8/31/2023						
9/30/2023						

Town of Palm Beach Shores
Disbursements - October 2022

Check #	Type	Date	Vendor Name	Amount
4014	C	10/6/2022	993 Air Conditioning and Electric Energy	\$ 179.49
4015	C	10/6/2022	922 Car-Comm, Inc.	\$ 317.46
4016	C	10/6/2022	32 City of Riviera Beach	\$ 2,587.20
4017	C	10/6/2022	107 Davis & Associates, P.A.	\$ 8,055.00
4018	C	10/6/2022	863 Diversified Building Department Management	\$ 7,116.25
4019	C	10/6/2022	746 Essential Net Solutions	\$ 1,457.49
4020	C	10/6/2022	886 Henry Schein, Inc.	\$ 44.84
4022	C	10/6/2022	90 Hulett Environmental Services	\$ 297.00
4023	C	10/6/2022	659 Image Janitorial Services, Inc.	\$ 2,050.00
4024	C	10/6/2022	917 Lancier Castro	\$ 360.00
4025	C	10/6/2022	405 Nelson Lopez	\$ 930.85
4026	C	10/6/2022	879 Orlando Rodriguez	\$ 90.00
4027	C	10/6/2022	858 Palm Beach County Sheriff's Office	\$ 141,485.75
4028	C	10/6/2022	881 South Central Planning & Development Commission	\$ 260.42
4029	C	10/6/2022	979 TAW	\$ 575.68
4030	C	10/6/2022	592 Trevor Steedman	\$ 81.46
4031	C	10/6/2022	104 Waste Management	\$ 11,825.64
4032	C	10/6/2022	110 Xpert elevator Services, Inc.	\$ 417.72
4033	C	10/13/2022	823 AT&T Mobility	\$ 34.99
4034	C	10/13/2022	823 AT&T Mobility	\$ 34.99
4035	C	10/13/2022	673 Bishop's Water Company	\$ 1,687.50
4036	C	10/13/2022	47 Board of County Commissioners	\$ 129.25
4037	C	10/13/2022	129 Carol McKenna	\$ 500.00
4038	C	10/13/2022	80 FL Public Utilities	\$ 1,017.39
4039	C	10/13/2022	89 Home Depot Credit Svcs	\$ 4,049.69
4041	C	10/13/2022	25 Palm Beach Shores Volunteer Fire Dept.	\$ 15,040.15
4042	C	10/13/2022	911 AT&T	\$ 254.76
4043	C	10/13/2022	115 Shoreline Pest Control	\$ 93.50
4044	C	10/13/2022	99 Torcivia, Donlon, Goddeau and Ansay, PA	\$ 185.00
4045	C	10/13/2022	219 Town of Lantana	\$ 1,000.00
4046	C	10/13/2022	101 Verizon Wireless	\$ 59.45
4047	C	10/13/2022	131 WEX BANK	\$ 835.27
4048	C	10/28/2022	994 Al Velasquez Landscaping	\$ 13,000.00
4049	C	10/28/2022	491 Dilo Fire Sprinkler, Inc.	\$ 525.00
4050	C	10/28/2022	968 FIRE-TEC, Inc.	\$ 457.42
4051	C	10/28/2022	71 FL Power & Light	\$ 3,430.60
4052	C	10/28/2022	676 Guardian	\$ 638.52
4053	C	10/28/2022	535 Humana Insurance	\$ 81.54
4054	C	10/28/2022	659 Image Janitorial Services, Inc.	\$ 1,530.00
4055	C	10/28/2022	129 Janet Kortenhaus	\$ 500.00
4056	C	10/28/2022	129 Lisa Tropepe	\$ 500.00
4057	C	10/28/2022	987 LocaliQ	\$ 3,036.43
4058	C	10/28/2022	95 Lowes	\$ 159.16
4059	C	10/28/2022	224 Northern PBC Improvement District	\$ 659.51
4060	C	10/28/2022	858 Palm Beach County Sheriff's Office	\$ 141,485.75
4061	C	10/28/2022	196 Performance NAPA	\$ 98.94
4062	C	10/28/2022	911 AT&T	\$ 868.95
4063	C	10/28/2022	982 Quadient Finance USA , Inc	\$ 200.00

Town of Palm Beach Shores
Disbursements - October 2022

Check #	Type	Date	Vendor Name	Amount
4064	C	10/28/2022	821 Robert Villagomez	\$ 59.82
4065	C	10/28/2022	516 Schmidt Nichols	\$ 1,092.50
4066	C	10/28/2022	484 Shred-It, c/o Stericycle, Inc.	\$ 261.68
4067	C	10/28/2022	375 Simmons & White, Inc.	\$ 2,841.25
4068	C	10/28/2022	887 Standard Insurance Co	\$ 314.86
4069	C	10/28/2022	796 TimeClock Plus	\$ 1,096.20
4070	C	10/28/2022	592 Trevor Steedman	\$ 81.46
4071	C	10/28/2022	964 Tritech Software Systems	\$ 150.00
4072	C	10/28/2022	978 Truist Bank	\$ 3,573.84
4073	C	10/28/2022	104 Waste Management	\$ 3,373.47
4074	C	10/28/2022	112 Zimmerman Tree Service	\$ 833.00
ADP, LLC	E	10/21/2022	697 ADP, LLC	\$ 239.10
ADP Taxes	E	10/7/2022	ADP Taxes	\$ 8,518.85
ADP Taxes	E	10/21/2022	ADP Taxes	\$ 8,756.45
ADP Wages	E	10/7/2022	ADP Wages	\$ 25,885.99
ADP Wages	E	10/21/2022	ADP Wages	\$ 26,646.09
Blue Cross Blue Shield	E	10/27/2022	127 Blue Cross Blue Shield of Florida, Inc.	\$ 15,435.54
South State Bank	E	10/1/2022	South State Bank	\$ 227,266.68
South State Bank	E	10/1/2022	South State Bank	\$ 20,660.61
				\$ 717,313.40

General Fund	\$ 717,313.40
Underground Utilities Fund	\$ -
Total	\$ 717,313.40

Town of Palm Beach Shores
Budget Summary Report
October 2022

			<i>Oct Benchmark</i>	<i>8.3%</i>
	BUDGET	YTD	Favorable(Unfav)	%
REVENUE				
Revenue (without appr'd F/B)	\$ 5,864,039.00	\$ 48,123.13	\$ (5,815,915.87)	0.8%
Appropriated Fund Balance	1,725,669.00	-	(1,725,669.00)	0.0%
TOTAL REVENUE	\$ 7,589,708.00	\$ 48,123.13	\$ (7,541,584.87)	0.6%

EXPENDITURES BY DEPARTMENT	% of total			% of total		
Administration	\$ 429,508.00	6%	\$ 27,738.58	4%	\$ 401,769.42	6.5%
Legal	121,000.00	2%	-	0%	121,000.00	0.0%
Public Works	364,418.00	5%	31,709.87	4%	332,708.13	8.7%
Police	1,730,779.00	23%	283,772.95	38%	1,447,006.05	16.4%
Fire	736,608.00	10%	53,420.74	7%	683,187.26	7.3%
Building	261,537.00	3%	14,288.89	2%	247,248.11	5.5%
Emergency Disaster	-	0%	-	0%	-	0.0%
Solid Waste	241,525.00	3%	4,428.38	1%	237,096.62	1.8%
Legislative	30,213.00	0%	1,467.58	0%	28,745.42	4.9%
Streets/Storm Sewers	63,160.00	1%	1,388.69	0%	61,771.31	2.2%
Parks	172,029.00	2%	14,464.92	2%	157,564.08	8.4%
Beach	107,002.00	1%	8,388.22	1%	98,613.78	7.8%
Lift Stations/Sewer Service	42,525.00	1%	2,301.49	0%	40,223.51	5.4%
Contingencies	85,000.00	1%	-	0%	85,000.00	0.0%
Debt Service	495,855.00	7%	247,927.29	33%	247,927.71	50.0%
Emergency Medical Services	369,444.00	5%	29,535.98	4%	339,908.02	8.0%
Community Center	70,105.00	1%	3,850.96	1%	66,254.04	5.5%
Risk Management	116,000.00	2%	23,607.75	3%	92,392.25	20.4%
Capital	2,153,000.00	28%	3,673.85	0%	2,149,326.15	0.2%
TOTAL EXPENDITURES	\$ 7,589,708.00		\$ 751,966.14		\$ 6,837,741.86	9.9%

CHANGE IN FUND BALANCE	-	(703,843.01)	(703,843.01)
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Explanation of Variances:

Public Works - timing of employee insurance (Oct & Nov paid)

Police - timing, PBSO is paid in advance.

Parks - timing, one trim of coconut palms performed and paid.

Debt Service - one of two payments made

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

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

	Electric FPL	Water Riviera Beach	Gas FPU	Total
Oct-22				-
Nov-22				
Dec-22				
Jan-23				
Feb-23				
Mar-23				
Apr-23				
May-23				
Jun-23				
Jul-23				
Aug-23				
Sep-23				
YTD Total	-	-	-	-

<i>Budget FY2023</i>	<i>220,000.00</i>	<i>105,000.00</i>	<i>28,000.00</i>	<i>353,000.00</i>
% budget	0%	0%	0%	0%

Town of Palm Beach Shores
Discretionary Sales Tax PBC

Accumulated (unspent) Discretionary Sales Tax as of 9/30/17	\$ 49,955.01
Accumulated (unspent) Discretionary Sales Tax as of 9/30/18	\$ 119,434.60
Accumulated (unspent) Discretionary Sales Tax as of 9/30/19	\$ 207,613.87
Accumulated (unspent) Discretionary Sales Tax as of 9/30/20	\$ 291,486.47
Accumulated (unspent) Discretionary Sales Tax as of 9/30/21	\$ 387,432.10
Accumulated (unspent) Discretionary Sales Tax as of 9/30/22	\$ 507,824.92

Current Year Receipts:

Date of Receipt	Period
-----------------	--------

Total current year receipts	\$ -
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Current Year Expenditures:

\$ -

Accumulated (unspent) Discretionary Sales Tax as of 10/31/22	\$ 507,824.92
---------------------------------------------------------------------	----------------------

Town of Palm Beach Shores
Building Department

	Building Permits	Building Department	Net Building	Cumulative Net Bldg
10/31/2022	\$ 5,815	\$ 14,289	\$ 5,815	\$ 5,815
11/30/2022				\$ 5,815
12/31/2022				\$ 5,815
1/31/2023				\$ 5,815
2/28/2023				\$ 5,815
3/31/2023				\$ 5,815
4/30/2023				\$ 5,815
5/31/2023				\$ 5,815
6/30/2023				\$ 5,815
7/31/2023				\$ 5,815
8/31/2023				\$ 5,815
9/30/2023				\$ 5,815
	\$ 5,815	\$ 14,289	\$ (8,474)	

Other related revenues:

Bldg Permit State Surcharge	\$ 135
Fire Inspection Fees	\$ 325
Reinspection Fees	\$ -
Code Enf Admin Cost Reimb	\$ 224
Site Plan / Variance Fees	\$ -
Land Development Costs	\$ 2,551
Town Code & Ordinance Fines	\$ -

Net Building	\$ (8,474)
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Town of Palm Beach Shores
Underground Utilities
as of 10/31/22

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

	COST ESTIMATE	TOTAL as of 10/31/22	Remaining Costs	P R O J E C T E D	
				Cost	Variance
Other Financing Sources:					
Loan Proceeds	\$ 6,000,000	\$ 6,000,000.00	\$ -	\$ 6,000,000.00	\$ -
Expenditures:					
Survey	\$ 38,000	\$ 65,762.50	\$ -	\$ 65,762.50	\$ (27,762.50)
Legal	\$ 4,000	\$ 3,150.00	\$ -	\$ 3,150.00	\$ 850.00
Project Mgmt/Admin	\$ 80,000	\$ 95,572.09	\$ -	\$ 95,572.09	\$ (15,572.09)
Construction - Viking	\$ 4,336,460	\$ 4,343,654.00	\$ -	\$ 4,343,654.00	\$ (7,194.00)
Construction - Comcast	\$ 250,000	\$ 528,340.73	\$ -	\$ 528,340.73	\$ (278,340.73)
Construction - AT&T	\$ 450,000	\$ 291,994.13	\$ 133,005.87	\$ 425,000.00	\$ 25,000.00
Construction - FPL	\$ 254,386	\$ 254,386.00	\$ -	\$ 254,386.00	\$ -
Landscape Restoration	\$ 16,300	\$ 9,584.51	\$ 6,715.49	\$ 16,300.00	\$ -
Loan Acquisition	\$ 23,000	\$ 22,508.00	\$ -	\$ 22,508.00	\$ 492.00
Contingency	\$ 547,854	\$ -	\$ -	\$ -	\$ 547,854.00
Total expenditures	\$ 6,000,000	\$ 5,614,951.96	\$ 139,721.36	\$ 5,754,673.32	\$ 245,326.68
Net Change in Fund Balance	\$ -	\$ 385,048.04	\$ (139,721.36)	\$ 245,326.68	\$ 245,326.68

Viking is complete and paid in full. Additional costs of \$3,450 and \$3,744 were for repairs to sewer lines damaged when conduit was installed.
AT&T Phase 1 is complete and paid in full.
AT&T Phase 2 is underway.

Town of Palm Beach Shores
Dredging Project
as of 10/31/2022

	FY2022		FY2023	
Cash	\$	-	\$	-
<u>Revenue:</u>				
Donations	\$	15,000	\$	-
<u>Expenditures:</u>				
Professional Services	\$	15,000	\$	-
Revenue over expenditures	\$	-	\$	-

Town of Palm Beach Shores
Fund Balance
FYE 9/30/22

Please approve the following assignments of fund balance. These are amounts that are set aside for a specific purpose and are at the Commission's discretion.

Assigned Fund Balance:	9/30/2022	9/30/2021	
Sewer Service	\$ 58,309	\$ 68,427	Cumulative unspent funds in department
Compensated Absences	\$ 21,000	\$ 20,000	For employees with 10+ years of service
Debt Service UU	\$ 139,756	\$ 125,375	For debt service on UU loans
Hurricane Funds	\$ 125,218	\$ 137,002	for hurricane prep/cleanup/damage
Roads Project	\$ 632,077	\$ -	Savings from ARPA funds
Total	\$ 976,360	\$ 350,804	

Additional Descriptions:

1 - Debt Service UU - The initial funds were budgeted the summer before the debt was issued on 10/31/18. More funds were budgeted than needed, they will be used for future debt service. Subsequently, the Commission has kept the debt millage rate constant each year. As property values rise any amounts collected in excess of half the undergrounding debt service are added to this assigned fund balance for future debt service.

2 - Hurricane Funds - The Town received reimbursement grants for Hurricane Irma well after the funds had been spent. The Commission intends to use these funds for future hurricane costs or mitigation.

Town of Palm Beach Shores
Fund Balance Analysis

	FY2021 Actual	FY2022 Actual
		(without fire truck purchase)
Revised Budget	\$ 5,568,602	\$ 5,628,237
Total Fund Balance, beginning of year	\$ 2,974,854	\$ 3,394,926
Revenue (annual)	\$ 5,708,537	6,349,812
Expenditures (annual)	\$(5,288,465)	(5,788,214)
Total Fund Balance, end of year	\$ 3,394,926 61%	\$ 3,956,524 70%
	% of budget	% of budget
<u>Nonspendable Fund Balance</u>		
<i>These funds have been spent, but the expense has not been incurred.</i>		
Prepaid & Inventory Items paid in advance	\$ 32,659	\$ 48,328
<u>Restricted Fund Balance:</u>		
<i>Restrictions are placed on funds by an outside source, like a donor.</i>		
Infrastructure (Roads) Unspent Sales Tax funds	\$ 392,432	\$ 507,825
Roads New Local Option Gas Tax		\$ 12,650
Roads American Rescue Plan	\$ 316,039	\$ -
Public Safety Fanning Bequest & Donations/Fire Truck	\$ 265,723	\$ -
Public Safety Fire Dept Donations	\$ 67,926	\$ 45,289
Community Center Frick Bequest - Community Center Capital	\$ 200,000	\$ 201,015
St. Patrick's Day Parade Unspent donations & tshirt sales	\$ 6,077	\$ 6,353
<u>Assigned Fund Balance:</u>		
<i>Assignments are at the discretion of the Town Commission.</i>		
Sewer Service Unspent sewer service fees	\$ 68,427	\$ 58,309
Underground Debt Service	\$ 125,375	\$ 139,756
Hurricane funds	\$ 137,002	\$ 125,218
Roads Project Savings from American Rescue Plan Act	\$ -	\$ 632,077
Compensated absences	\$ 20,000	\$ 21,000
Unassigned Fund Balance, end of year	\$ 1,763,266 32%	\$ 2,158,704 38%
	% of budget	% of budget

TOWN OF PALM BEACH SHORES
FYE 9/30/2022
Capital Deletions

Please approve this list of capital items removed from the Town's inventory.

PROPERTY DESCRIPTION	DATE ACQUIRED	COST	ACC DEPR 9/30/2021	DEPR EXP 9/30/2022	ACC DEPR 9/30/2022	NET BOOK Value
Paint ext. PD	9/29/2015	\$ 1,222.59	\$ 733.56	\$ 122.26	\$ 855.82	\$ 366.77
FD stucco repairs & ext paint	9/30/2015	\$ 4,440.56	\$ 2,664.36	\$ 444.06	\$ 3,108.42	\$ 1,332.14
Estudio 4540C color copier	7/7/2011	\$ 7,508.00	\$ 7,508.00	\$ -	\$ 7,508.00	\$ -
Stove, major repair	9/25/2015	\$ 1,781.67	\$ 1,527.12	\$ 254.55	\$ 1,781.67	\$ -
2004 Pierce Contender Fire Truck	9/30/2004	213,631.00	213,631.00	-	213,631.00	-
Raised roof cab for Pierce Engine #1	03/25/05	1,138.00	1,138.00	-	1,138.00	0.00
Golf Cart	9/29/2015	7,663.00	6,568.26	1,094.74	7,663.00	-
TOTAL DISPOSALS		\$ 237,384.82	\$ 233,770.30	\$ 1,915.61	\$ 235,685.91	\$ 1,698.91

Note: The following items were sold on GovDeals:

Golf Cart	1/25/2022	\$ 5,180.00
Pierce Fire Truck	7/25/2022	\$ 45,500.00
		\$ 50,680.00

PALM BEACH COUNTY SHERIFF'S OFFICE

RIC L. BRADSHAW, SHERIFF



November 2022 Commission report with stats from October 2022

Sergeant Steven Langevin

Commander District 20/Town of Palm Beach Shores

Arrests

One arrest was made during a traffic stop on Ocean avenue at Inlet Way, the driver had a warrant for her arrest.

Mental Health

One subject was brought to the hospital for mental health services under the state's Baker act protocols on TWO separate occasions.

Miscellaneous:

- The conversation with a deputy has been postponed due to Hurricane Nicole.
- **Ongoing November incidents** include Deputies brought in on overtime to provide pedestrian control of the inlet walkway
- Pre and post Hurricane Nicole activities.
- Patrol for construction activity in specific areas.

Statistics follow



October - 2022 - Monthly Strategic Report

CAD Calls	Monthly Totals
Business / Residence Checks (Self-Initiated)	2753
Traffic Stops (Self-Initiated)	45
Calls for Service (Excluding 1050's & 1061's)	144
All CAD Calls - Total	2942

Data Source: CADS/Premier 1

*Omit Miscellaneous Calls

Note: P1 is a dynamic system. Meaning that #'s can change from what was previously reported in the event there is a location or call type re-classification/modification.

Summary: During the month, there were 2942 generated calls within the district. 95% of these calls were self-initiated.

Data below represents Traffic Activity conducted by D20 Deputies

Data Source: D20 Office Staff

Total Citations	Total Warnings	Parking Citations
0	47	2

Arrest and NTA Statistics

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

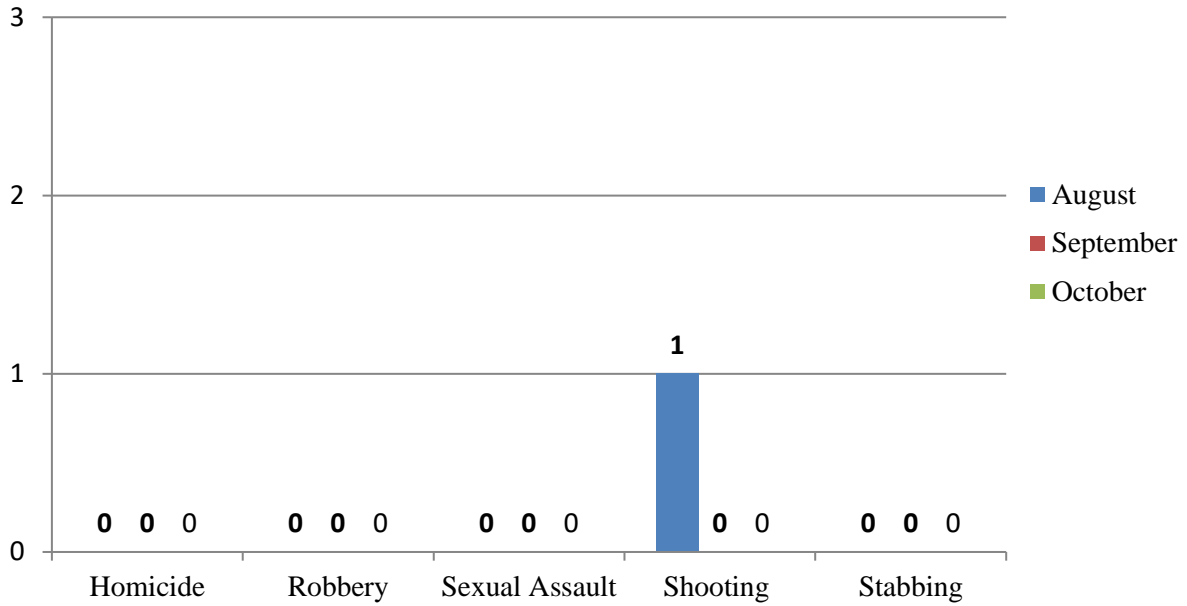
Data Source: CADS/Premier 1

RPT #	DATE/TIME	SIGNAL	NEIGHBORHOOD	COMMON PLACE	LOCATION
22119657	10/17/2022 00:41:07	1049	Inlet Way / Ocean Ave		

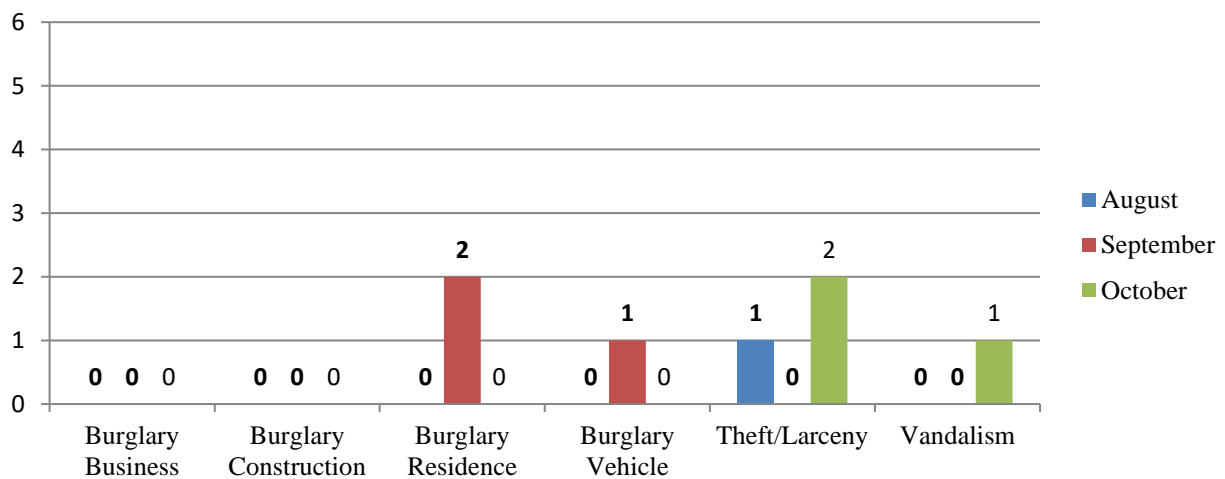
DATA ANALYSIS

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

D20 Monthly Stats
Homicide, Robbery, Sexual Assault, Shooting, Stabbing
 Data Source: CADs/P1



D20 Monthly Stats
Burglaries, Theft & Vandalism
 Data Source: CADs/P1



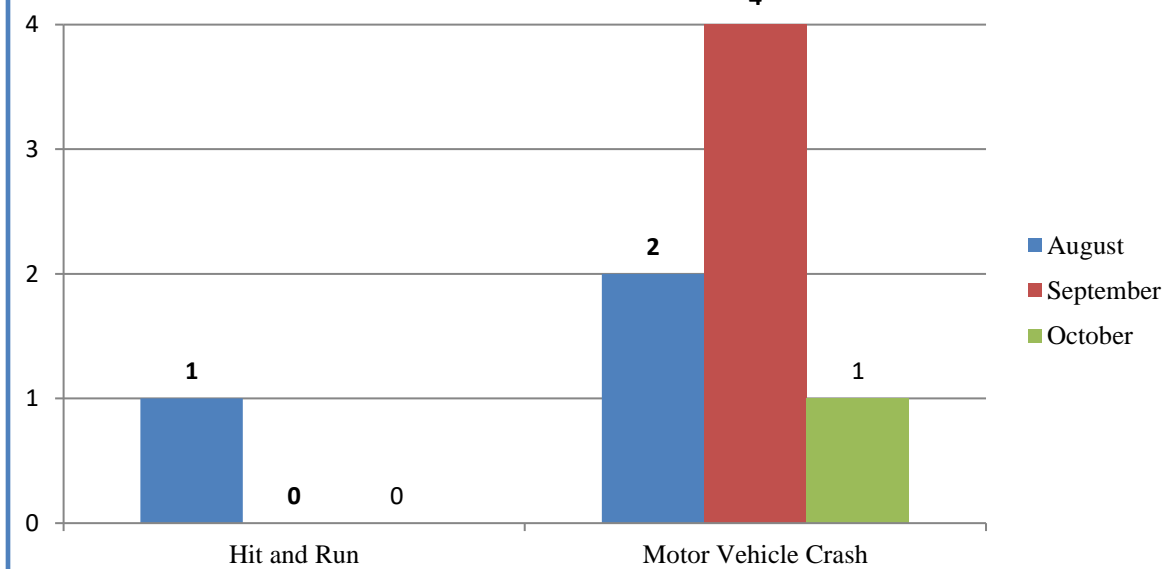
D20 Monthly Stats Stolen Vehicles & Stolen Vehicle Recoveries

Data Source: CADS/P1



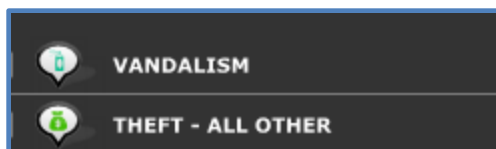
D20 Monthly Stats Hit and Run & Motor Vehicle Crash

Data Source: CADS/P1



District 20 Map of Activity

Data: Source: CrimeView Dashboard



FIR MAP

4 Records Plotted in CrimeView Dashboard.



(6) Conducted per the FIR Track system.

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



MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION
TOWN OF PALM BEACH SHORES
DEPARTMENT OF EMERGENCY SERVICES
20 October 2022 – 21 November 2022

TO: Mayor Alan Fiers
Town Commissioners

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

DATE: 21 November 2022

OPERATIONS

FIRE DEPARTMENT

COMMUNITY RISK REDUCTION (CRR) INITIATIVES

- Fire / Life Safety Inspections and Fire Protection Systems Plans Review
 - Fire Chief and our assigned representative from *CAP Government* have continue to meet with representatives from commercial / Inspected properties in Palm Beach Shores to review inspection reports and provide guidance on current inspection reports, and outline the plans review and inspection processes going forward. This process is ongoing.
- Hydrant Inspection Program (Monthly) – Performed by PBSFD
 - Hydrant at Edwards & Atlantic is out of service
- Special Secondary Certificate of Public Convenience & Necessity (COPCN)
 - Provide immediate Advanced Life Support (ALS) service for Palm Beach Shores. Options are currently being explored.
- *Community CPR & AED* – Presented twice annually for Town residents.
- *Courtesy Home Fire Safety Surveys* – (Implemented: November 2017)
- *Pulse Point* mobile application site – *Pulse Point* is a pre-arrival solution designed to support public safety agencies working to improve cardiac arrest survival rates through improved bystander performance.



MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION

TOWN OF PALM BEACH SHORES

DEPARTMENT OF EMERGENCY SERVICES

20 October 2022 – 21 November 2022

- *Pre-Incident Planning* – On-going initiative to familiarize first responders with high-risk occupancies, unique hazards and special properties in Palm Beach Shores and plan accordingly for potential emergencies.
- *File of Life* Program – (Program initiated on 15 March 2017). Program materials funded through budgeted line item: *Community Risk Reduction - Prevention*. Kits are available during business hours at the Town Hall front office.
- *Fire Extinguisher Selection, Use and Maintenance*
 - Hands-on training and education opportunity presented to community members and our partners in the business community by PBSFD Firefighters. Coordinating with POA to present the opportunity in conjunction with POA meetings over the winter months.
- *Code X-Ray Placard Program* – Identifies Unsafe/Unstable/Vacant buildings.
 - 123 Ocean Avenue – Sea Spray

STAFFING

- Career Staff. – No current vacancies.
- Volunteer Staff
 - Recruitment and Retention efforts remain a priority. The entry versus attrition rate (predominantly due to full-time employment opportunities with other area departments) remains constant. There are 48 volunteer members certified to State Minimum Standards on the “Active” rolls at the time of this report.

WORKFORCE & OFFICER LEADERSHIP DEVELOPMENT

- Training & Continuing Education programs upcoming in Palm Beach Shores
 - Elevator Rescue Principles and Practices – November 4
 - FL State Fire Apparatus Driver / Engineer certification course – Nov11-14 & 18-21

FLEET DEPLOYMENT & MAINTENANCE

- All units in service at the time of this report



MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION
TOWN OF PALM BEACH SHORES
DEPARTMENT OF EMERGENCY SERVICES
20 October 2022 – 21 November 2022

- Beach/Water Rescue/Special Events UTV - Funded through previous donation from the Fleming Family Foundation. Operator qualification and safety training is underway.

INDUSTRY & PROFESSIONAL STANDARDS COMPLIANCE INITIATIVES

- Adopted *National Fire Service Professional Qualifications Board* standards or equivalent for Line, Staff and Command level Officers, Fire Apparatus Driver Operator (FADO) and Firefighters to include:
 - NFPA 1001 *Standard for Fire Fighter Professional Qualifications*
 - NFPA 1002 – P *Standard for Fire Apparatus Driver/Operator (FADO) Professional Qualifications.*
- PBSFD FADO program (implemented in September 2017).
- NFPA 1021: *Standard for Fire Officer Professional Qualifications*
 - Validate rank structure for integration into County NIMS/ICS model.
- NFPA 1720 *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations and Special Operations to the Public by Volunteer Fire Departments*

OCEAN RESCUE

GEAR & EQUIPMENT

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

BEACH & WATER CONDITIONS

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

OFFICE OF EMERGENCY MANAGEMENT

Comprehensive Emergency Operations Plan (CEOP): - Ongoing

- Purpose and Scope: Update/Create CEOP for the Town of Palm Beach Shores
- Four areas of focus: Preparation, Response, Mitigation and Recovery



MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION
TOWN OF PALM BEACH SHORES
DEPARTMENT OF EMERGENCY SERVICES
20 October 2022 – 21 November 2022

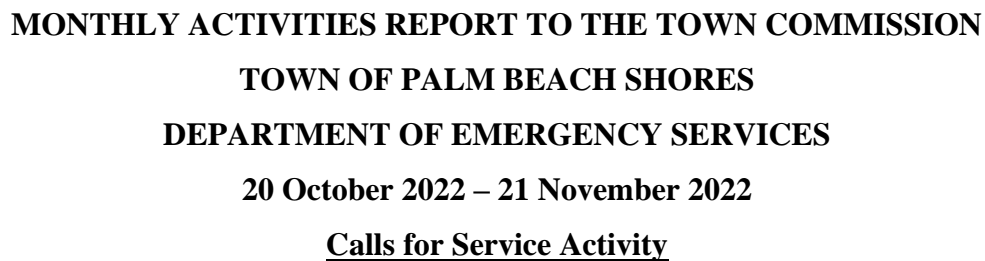
- Complies and aligns with 27P-6.0023, Florida Administrative Code, County Comprehensive Emergency Management Plans (CEMP) and County Emergency Management Programs
- Facilitate grant opportunities and streamline FEMA reimbursement efforts.
- Community Emergency Supply Program – Operational.

Continuity of Operations Plan (COOP): - Ongoing

- Purpose and Scope: The COOP enables organizations to continue their Essential Functions (EF's) across a wide spectrum of emergencies. This Plan applies to the functions, operations, and resources necessary to ensure the continuation of the Town's Essential Functions, in the event its normal operations at Town Hall or Town facilities are disrupted or threatened with disruption. This Plan applies to all Town personnel and contractors vital to daily operations. Palm Beach Shores staff must be familiar with Continuity policies and procedures and their respective Continuity roles and responsibilities. This Continuity Plan ensures the Town of Palm Beach Shores is capable of conducting its essential missions and functions under all threats and conditions, with or without warning, including natural and manmade disasters, technological emergencies, and military or terrorist attack-related incidents.
- Based on a vulnerability assessment which identifies capabilities, limitations, and potential threats.
- Identify and address any potential critical points of failure.

Incident Action Plans (IAP's): – Hurricane / Storm Event Template (on stand-by until November)

- Purpose and Scope: Provides a recognized template to establish control objectives and communicate critical information during planned and unforeseen events and emergencies.
- Response strategies and operational goals for operational periods are regularly updated.



OCEAN RESCUE (October 2022)	Rescue Report	Rescues: 00	Assists: 00	Vessel Assists: 00
	Prevention & Education	Contacts: 242		
	Beach Usage	Guarded Area: 8,395	Total: 23,600	Inlet: 17,250
	First Aid Provided	Occurrences (Minor): 41		

FORMAL TRAINING & DRILLS	DATE	TIME	LOCATION	TYPE			NATURE	STAFFING	NOTES
				FIRE	RESCUE	EMS			
	04 Nov 2022	09:00	90 Edwards	X	X		Elevator Rescue Ops.	15	Classroom
	11-14 Nov 2022	09:00	247 Edwards	X			Hydraulics & Water Supply	05	Classroom
	18-21 Nov 2022	09:00	Phil Foster	X			Apparatus / Pump Operations	05	Hands-On
	Formal Training Drills –03 Personnel Participation – 25 Personnel Training Hours –445								



Public Works Department

Monthly Status Report

November 2022

Community Center:

1. The Project concerning the Kitchen Remodel on the 2nd floor is on hold due to further discussions.
2. The repairs to the 1st floor Men and Women's bathrooms are underway with a start date Thursday, September 22, 2022. The framing inspection scheduled for Thursday, October 20, 2022. The Framing Inspection and the Concrete Board was Inspected and approved. The Tile Installation is scheduled for Tuesday, November 29, 2022. Delays expected due to Holidays and Community Center Events.
3. The projects listed is funded through the approved budget and Donations.

Grounds & Parks:

1. Scheduling to install concrete slabs under the Parkway benches due to safety concerns. The concrete slabs will replace the existing individual square pavers creating an uneven surface and trip hazards. There is a total of 37 concrete slabs to be installed. This project will be performed by the Public Works Staff.
2. Scheduling to pressure wash the Parkway sidewalk, bricks, and park benches.
3. Scheduling to convert all the Irrigation mechanical time clock controllers and zone valves to digital located along the Parkway. There is a total of 5 stations to be converted. This will improve water consumption and maintenance costs. The work will be completed by the Public Works Department staff.
4. Renovations required to the Parkway Fountain, new plumbing, electrical, stucco repairs, and Painting. Project still ongoing due to waiting on materials.
5. Preparing a new Landscaping RFP and sent out a 60-day Termination Letter to BrightView Landscaping. Bid Packets submitted Staff Recommendations and Commission approval after review.
6. Inlet Park, Hurricane Nicole Storm cleanup is underway the Town Contracted with Phillips & Jorden to complete the cleanup. The start date was Thursday, November 17, 2022, the projected completion date is December 9, 2022, due to Holidays and weather conditions. The Inlet Park will be opened to visitors when all the cleanup and restorations have been completed.
7. The projects listed is funded through the approved general and capital budget.

Streets:

1. Performed Maintenance and Inspection on Monday, November 21, 2022, on the Lake Drive and Bamboo Road Tidal Valve. The integrity and operation of the Tidal Valve During Hurricane Nicole was compromised and failed allowing salt water to overflow out of the streets storm grates and flooding the streets intersection of Lake Drive and Bamboo Road. The representative from Walpro Valves was onsite with his dive team to inspect the valve and to determine the possible failure of the mechanism. They will send me the report of the possible findings ASAP.
2. Scheduling to repair the Sewer Manhole spacer ring to secure the Manhole Lid located on Linda Lane in the 300 block. The repairs are required due to Heavy Traffic and Road surface change. Waiting for contractors' availability.
3. The Street Light Located in the 200 block of Tacoma Lane was struck by a vehicle causing damage beyond repairs the Street Light will require replacement. I am in contact With Electrical Contractor CR Dunn to locate a similar Street Light Pole for Installation. This is the second Street Light Pole requiring replacement in the 200 block of Tacoma Lane on the South side of the street due to vehicle damage.
4. The projects listed is funded through the approved general budget.

Lift Stations:

1. Scheduling to reline the streets sewer manholes in various locations. Waiting on contractors' availability.
2. The Lake Drive lift station #01 North Pump is out of service and requires replacement. The New Pump has been ordered and the contractor for installation is Flygt Pumps. This is a piggyback contract.
3. The Ocean Ave Lift Station #02 Emergency Generator requires a new radiator and hoses. TAW is performing the repairs as per the maintenance contract. The repairs will be completed when the new radiator is available. There is a backup portable Emergency Generator on site.
4. The projects listed is funded through the approved general and capital budget.

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

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

Capital Projects For 2021-2022:

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

Training / Certificates:

1. Continuing Education in Florida Stormwater Erosion and Sedimentation Control. No cost to the Town.
2. OSHA'S Model Training Program for multiple certifications & continuing education credits. No cost to the Town.
3. Safety Meeting scheduled for Tuesday, November 8, 2022, Public Works Safety Officer (Public Works Director).
4. Lift Stations Pumps and Valves training by PSI Technologies. No cost to the Town.

Updates:

1. AT&T Project.
2. Watermain Project.
3. Beach Bathrooms Renovations.

TOWN CLERK'S REPORT
October 2022 Statistics
November 2022, Commission Meeting

Building Department Information	<p>October 2022: Total Permits issued: 19 Total Permit Fees Paid: \$ 5,820.81</p> <p>Reminder: Working without a permit will result in a stop work order and a charge of 4 times the permit fee. Unsure if you need a permit, call the Building Department, and we'll be glad to help you.</p>
Code Compliance	<p>Correction: Last month we incorrectly reported 309 Tacoma Lane, this is an incorrect address, there were/are no violations at this location. Our apologies to the homeowners for any inconvenience it has caused.</p> <p>The following is a count of properties that had Code Enforcement violations from October 20, 2022 – November 21, 2022</p> <ul style="list-style-type: none"> • Code Violation: Sec. 38-9. – Collections times; notice. Yard debris, bulk and trash/garbage being placed out for pickup days before the scheduled pickup date. 1 Closed. 1 Open. 325 Inlet Way • Code Violation: Sec. 18-329. – Property Maintenance. 2 Closed. 1 Open. 176 Lake Drive • Code Violation: Sec. 14-106. Florida Building Code (Structural Engineering Report for the condition of the building) Closed. 1 Open. 320 Inlet Way • Code Violation: Sec. 14-106. Florida Building Code (Work without a permit) Closed. 1 Open. 300 Bravado Lane • Code Violation: Sec. 78-79 Landscaping Maintenance 3 Closed 1 Open 129 Linda Lane • Code Violation: Sec. 42-41. Noise Disturbances. Closed. 1 Open. 181 Ocean Ave • Code Violation: Sec. 70-82. – Boat trailer in driveway/parking lot. 1 Closed. Open. • Code Violation: Pf. 12 12. Portable Storage Units without a permit. Closed. 1 Open. 307 Blossom Lane • Code Violation: Sec 38-3 Trash containers location Closed 1 Open 115 Inlet Way <p>Total Amount of Cases created that are closed from 10/20/2022 – 11/21/2022: 6</p> <p>Total Amount of Cases created that are still open from 10/20/2022 – 11/21/2022: 7</p> <p>Total count of Cases 10/20/2022 – 11/21/2022 13</p> <ul style="list-style-type: none"> • Notice of Violation Sent: 181 Ocean Ave – Noise Disturbances • Special Magistrate: 331 Cascade Lane – (Date 11/22/22) Site Plan Review. 320 Inlet Way – (Upcoming Date 12/20/22) Property Maintenance. 115 Inlet Way – (Upcoming Date 12/20/22) Work without a permit.
TOWN HALL Upcoming Meetings and Important Dates Additional Information	<ul style="list-style-type: none"> • <i>Election Qualifying Periods has ended with the results in three Candidates running for 2 seats. Mark Ward is seeking a seat as well as incumbents Janet Kortenhaus and Tracy Larcher. Good Luck to all three candidates. Don't forget to come out and Vote March 14, 2023</i> • Meetings: • December 7, 2022, DRC Meeting 2 pm • December 12, 2022 Commission Meeting at 7 pm <ul style="list-style-type: none"> • Please note there will be only one meeting in December due to the Holidays • December 21, 2022 P&Z Meeting

RESOLUTION NO. R-12-22

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

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

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

WHEREAS, the Town Commission hereby desires to approve “Budget Amendment 3” as set forth in **Exhibit A** to this Resolution.

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

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

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

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

DULY PASSED AND ADOPTED this 28th day of November 2022.

Alan Fiers, Mayor

ATTEST:

Jude Marie Goudreau, Town Clerk

(SEAL)

Town of Palm Beach Shores
 Budget Amendment #3
 FYE 9/30/22

EXHIBIT "A"

	Original Budget	Amendment #1	Amendment #2	Amendment #3	Final Budget
REVENUE & OTHER					
FINANCING SOURCES	\$ 5,462,261	147,137	518,839	10,219	\$ 6,138,456
EXPENDITURES:					
Administration	\$ 484,562			(3,305)	\$ 481,257
Legal	121,000				\$ 121,000
Public Works	336,162		22,000	12,200	\$ 370,362
Police	1,680,027			1,150	\$ 1,681,177
Fire	686,932		22,786		\$ 709,718
Building Department	237,862		42,100	23,069	\$ 303,031
Emergency Disaster	-				\$ -
Solid Waste	209,250				\$ 209,250
Legislative	18,562				\$ 18,562
Streets/Storm Sewers	25,125		3,900	1,000	\$ 30,025
Parks	208,024		9,000		\$ 217,024
Beach	100,193		14,000		\$ 114,193
Lift Station Sewer Service	42,975				\$ 42,975
Contingencies	85,000		(42,325)	(42,675)	\$ -
Debt Service	495,855				\$ 495,855
Emergency Medical Service	351,851				\$ 351,851
Community Center	49,750		19,325	17,605	\$ 86,680
Risk Management	106,231		4,000	1,175	\$ 111,406
Capital	222,900	147,137	424,053		\$ 794,090
Total Expenditures	\$ 5,462,261	\$ 147,137	\$ 518,839	\$ 10,219	\$ 6,138,456

Town of Palm Beach Shores
BUDGET 2021/2022
Budget amendment #3

EXHIBIT "A"

Account Name	Account Number	Original Budget	Amendment #3	Final Budget	Brief Explanation
REVENUE & OTHER FINANCING SOURCES					
REVENUE					
Building Permit Fees	001-00-000-32200	182,100	10,219	192,319	(1) more bldg fees & exp
TOTAL REVENUE & OTHER FINANCING SOURCES		\$ 6,128,237	\$ 10,219	\$ 6,138,456	
EXPENDITURES					
ADMINISTRATION					
Salaries - regular	001-01-513-01200	194,030	(3,305)	190,725	(4) to cover add's costs
PUBLIC WORKS					
Salaries - overtime	001-04-519-01400	9,000	5,200	14,200	(2) add'l inhouse projects
FICA	001-04-519-02100	13,868	1,120	14,988	(2) add'l inhouse projects
FRS	001-04-519-02200	19,615	2,540	22,155	(2) add'l inhouse projects
Maintenance equipment	001-04-519-04680	700	3,340	4,040	(2)
POLICE					
Miscellaeous	001-05-521-09000	-	1,150	1,150	(3) pole/svc to new cameras
BUILDING DEPARTMENT					
Prof Svcs - enginnering	001-07-524-03100	16,000	12,850	28,850	(4) vulnerability assessment
Building Official	001-07-524-03101	81,686	10,219	91,905	(1) more bldg fees & exp
STREETS					
Storm Drain Maintenance	001-12-541-05320	6,900	1,000	7,900	(5) new grates
CONTINGENCY					
Contingency	001-17-581-0000	42,675	(42,675)	-	(2), (3), (4), (5), (6), and (7)
COMMUNITY CENTER					
Building Maintenance	001-21-572-04620	28,325	17,605	45,930	(6) unanticipated repairs
RISK MANAGEMENT					
Insurance	001-22-519-04500	110,231	1,175	111,406	(7) damage below deductible
TOTAL EXPENDITURES		\$ 6,128,237	\$ 10,219	\$ 6,138,456	

Explanations for amendment:

- 1 - Additional building department activity resulting in more revenue and expenditures.
 - 2 - Additional personnel costs due to inhouse projects. Additional costs on equipment maintenance.
 - 3 - Cost of adding pole and service for new PBSO cameras.
 - 4 - Vulnerabiliy assessment started, to be completed in FY2023, reimbursement grant will cover most of the costs.
 - 5 - Cost of replacement grates for strom drains
 - 6 - Unanticipated repairs and maintenance at the Community Center
 - 7 - Damage by former employee below deductible
- Contingency used to cover the costs listed above. Remaining overage covered by Administration (available due to reduced staffing)

RESOLUTION NO. R-13-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, PALM BEACH COUNTY, FLORIDA, AMENDING ITS OPERATING BUDGET FOR FISCAL YEAR 2022/2023 IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF BUDGET RESOLUTION NO. R-11-22; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the necessity of amending the 2022/2023 Town budget has come to the attention of the Town Commission of the Town of Palm Beach Shores; and

WHEREAS, pursuant to Sec. 2, 3 and 4 of Budget Resolution No. **R-11-22** adopted September 26, 2022 in accordance with State Law, budget amendments relating to increases or decreases to the total sum allocated to each department for operating expenses and capital outlay expenses must be formally approved by the Town Commission in the form of a budget resolution for such transfers.

WHEREAS, the Town Commission hereby desires to approve “Budget Amendment 1” as set forth in **Exhibit A** to this Resolution.

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

Section 1. The Town of Palm Beach Shores, hereby amends its 2022/2023 budget as provided in the schedules attached hereto as Exhibit “A” and made a part hereof, in accordance with the terms and provisions of the Budget Resolution No. **R-11-22**.

Section 2. The Town Clerk is hereby directed to attach a copy of this Resolution amending the 2022/2023 budget to the budget documents and this Resolution shall be made a part of said budget.

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

DULY PASSED AND ADOPTED this 28th day of November 2022.

Alan Fiers, Mayor

ATTEST:

Jude Marie Goudreau, Town Clerk

(SEAL)

Town of Palm Beach Shores
Budget Amendment #1
FYE 9/30/23

EXHIBIT "A"

	Original Budget	Amendment #1	Final Budget
REVENUE & OTHER FINANCING SOURCES	\$ 7,589,708	103,322	\$ 7,693,030
EXPENDITURES:			
Administration	\$ 427,508		\$ 427,508
Legal	121,000		\$ 121,000
Public Works	364,418		\$ 364,418
Police	1,730,779		\$ 1,730,779
Fire	736,608		\$ 736,608
Building Department	261,537		\$ 261,537
Emergency Disaster	-		\$ -
Solid Waste	241,525		\$ 241,525
Legislative	30,213		\$ 30,213
Streets/Storm Sewers	63,160		\$ 63,160
Parks	172,029	8,000	\$ 180,029
Beach	107,002		\$ 107,002
Lift Station Sewer Service	42,525		\$ 42,525
Contingencies	85,000		\$ 85,000
Debt Service	495,855		\$ 495,855
Emergency Medical Service	369,444		\$ 369,444
Community Center	70,105		\$ 70,105
Risk Management	116,000		\$ 116,000
Capital	2,153,000	95,322	\$ 2,248,322
Total Expenditures	\$ 7,587,708	\$ 103,322	\$ 7,691,030

Town of Palm Beach Shores
BUDGET 2022/2023
Budget amendment #1

EXHIBIT "A"

Account Name	Account Number	Original Budget	Amendment #1	Final Budget	Brief Explanation
REVENUE & OTHER FINANCING SOURCES					
Appropriated Fund Balance	001-00-000-38100	397,946	58,033	455,979	(1), (2), (4), and (5)
Appropriated Fund Balance - Restricted	001-00-000-38110	1,327,723	45,289	1,373,012	(3)
TOTAL REVENUE & OTHER FINANCING SOURCES		\$7,589,708	\$ 103,322	\$ 7,693,030	
EXPENDITURES					
PARKS					
Replace Trees/Shrubs-Env Committee	001-13-572-04612	4,000	8,000	12,000	(1) unspent funds FY2022
CAPITAL					
Admin - Equipment	001-23-513-06400	30,000	30,000	60,000	(2) accounting software
Fire - Purchased with Donations	001-23-522-06401	-	45,289	45,289	(3) unspent donations
Parks - Other than Bldg	001-23-572-06300	-	6,000	6,000	(4) new well Inlet Park
Comm Cntr - Building	001-23-572-06200	-	14,033	14,033	(5) balance of awning
TOTAL EXPENDITURES		\$7,589,708	\$ 103,322	\$ 7,693,030	

Explanations for amendment:

To carry forward budgeted amounts from FY2022 that were not expended.

ORDINANCE NO. O-4-22

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

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

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

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

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

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

Section 1: Chapter 78. Vegetation. of the Code of Ordinances of the Town of Palm Beach Shores is hereby amended at Article III. Requirements., Section 78-77.1. – Design Guidelines. to require additional landscaping to be placed at fifteen-foot intervals against longer expanses of building walls with little architectural detail and no required

privacy screen trees to break up the walls; providing that Section 78-77.1 shall hereafter read as follows:

Sec. 78-77.1. - Design guidelines.

- (a) *Foundation plantings.* Foundation plantings for all new construction are required on any side of a building that fronts on a street. Required foundation plantings should conceal the building foundation, should accentuate and beautify the front facade and should be a minimum of three feet in height at maturity.
- (b) *Front yard trees.* For all new development projects and new landscape plans, a minimum of three trees that comply with the requirements of article IV hereinbelow shall be required in the front yard. The minimum height of such required trees when planted shall be 75 percent of the beam height of the principal building. The minimum spread of such required trees when planted shall be 40 percent of the required tree height. In addition, three palm trees per platted lot shall be required to be planted in the ten-foot strip of town property a distance of four feet from the edge of pavement on all east-west roads in the town. Permitted palm tree species include Foxtail, Coconut, Queen, Triangle, Christmas, Date, Fishtail, Royal, Sago, or any other species specifically approved by the planning and zoning board as part of its architectural and aesthetic review.
- (c) *Multi-story structures, softening of walls.* For multi-story structures in zoning districts A and B, a canopy or palm tree shall be planted at an interval of one (1) tree every fifteen (15) feet along expanses of blank wall over ten (10) feet in length to create a softening effect for walls or sections of walls with minimal architectural detail and which do not contain trees to provide privacy screening as required by paragraphs (e) and (f) below. Such trees shall have an overall installed height of no less than 75 percent of the beam height of the principal building. Additionally, palm trees must have a minimum of eight feet of clear wood when installed.
- (d)(e) *Landscape buffering of equipment.* For all new development projects, central air conditioning equipment, swimming pool equipment, emergency electrical generators, and outdoor trash containers located in accordance with the town's

Zoning Ordinance and other applicable codes shall be sight screened with appropriate landscaping material.

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

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

(2) Any change in use of the property.

~~(f)(e)~~ *Privacy screens, requirements.* Rear and side yard privacy screens are permitted, but not required with single story principal buildings. When the principal building is a two-story building rear and side yard privacy screens are required. Such privacy screens should generally be of sufficient height and density to screen the line of sight from second story balconies and windows into neighboring properties, however, the minimum height of trees utilized for rear yard privacy screens when planted shall be no less than 75 percent of the roof height of the principal building. As part of the architectural and aesthetic review pursuant to section 14-86, the planning and zoning board shall ensure that these requirements are met and that the privacy of properties adjacent to two-story buildings is protected. No trees shall be permitted to grow into overhead utility lines.

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

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

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

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

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

FIRST READING this ____ day of September, 2022.

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

TOWN OF PALM BEACH SHORES

Alan Fiers, Mayor

ATTEST:

Jude Goudreau, Town Clerk

(Seal)

Approved as to form and legal sufficiency.

Keith Davis, Town Attorney



Lawn and Landscape Maintenance Bids

The Town published an invitation to bid in the Palm Beach Post and posted it on the Town's website. The bid specifications include the additional areas of Inlet Park north of the path. Bids were due on November 17, 2022, at 1 pm and evaluated at 2 pm the same day. Two bid packages were received, and both were complete. The evaluation committee consisted of the Town Clerk, the Public Works Director, and the Town Administrator.

Bids received:

	Foliage Concepts of Florida, Inc.	Curtis Landscaping & Tree Service, LLC
Annual cost	\$ 120,252	\$ 105,000

Although both bids were complete, Foliage presented stronger experience with over 3 decades of service to multiple condo associations in Old Port Cove. Curtis's experience had a similar reference with multiple condo associations in Century Village, but the contracts began in January 2022. Foliage presented its license and insurance documentation in a more professional manner.

Note that the FY2023 Budget only includes \$89,726 for Lawn Maintenance and Landscaping. This was based on the previous contract and did not include the additional areas at Inlet Park.

Staff recommends selecting Foliage Concepts of Florida, Inc. for the Lawn and Landscape Maintenance contract.



TOWN OF PALM BEACH SHORES, FL
CONSULTANT SERVICES AUTHORIZATION

DATE: November 18, 2022

CSA NO. 22-03 FOR CONSULTING SERVICES

TOWN RFQ. NO.: ENG-22-01

ENGENUITY GROUP, INC. PROJECT NO.: 01005.10

PROJECT TITLE: Town of PBS Right-of-Way Survey

This CSA, when executed, shall be incorporated in and shall become an integral part of the Professional Engineering Services Agreement dated November 14, 2022 between the Town of Palm Beach Shores ("TOWN"), and ENGENUITY GROUP, INC. ("CONSULTANT") hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

Engenuity Group, Inc. will prepare a Topographic survey pursuant to Chapter 5J-17.050, Florida Administrative Code, of the streets located within the Town of Palm Beach Shores.

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Consultant Services Authorization.

TASK 1 – NAME

Minimum of two permanent benchmarks per every 500' on site; description and elevation to nearest .01'. Spot elevation at each intersection of a 50-foot square grid covering the property. Spot elevations at street intersection and at 100 feet on center curb, sidewalk and edge of paving including far side of paving. Topographic data will be obtained at 100-foot intervals of the road from right-of-way to right-of-way. Plotted location of structures, man-made (e.g., paved areas) and natural features. Location of fire hydrants available to the property. Location and characteristics of power and communications systems above grade. Name of the operating authority of each utility. Elevation of water in any excavation, well or nearby body of water. Trees of 6" and over (caliper 3' above ground); locate within 1' tolerance and give species in English or botanical terms. Perimeter outline only of thickly wooded areas unless otherwise directed.

CSA NO. _____

Location, size, depth and direction of flow of sanitary sewers, storm drains and culverts serving, or on, the property; location of catch basins and manholes, and inverts of pipe at each.

III. DELIVERABLES

The final deliverable will be an electronically signed and sealed copy of the Topographic Survey with accompanying digital AutoCAD file which can be provided within forty (40) business days of receiving authorization to proceed. In the event of rain delaying our field work, the delivery time will be pushed back the same number of days.

IV. SCHEDULE

Upon receipt of Notice-To-Proceed the CONSULTANT will complete the services identified in this CSA within the schedule outlined in [Table 1]

**Table 1
Schedule**

<u>Activity</u>	<u>Time to Complete (Calendar Days)</u>	<u>Cumulative Time to Complete (Calendar Days)</u>
Activity 1 Bamboo Lane	40 Days after NTP	
Activity 2* Cascade Lane	40 Days after NTP	
Activity 3* Edwards Lane	40 Days after NTP	

V. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee of \$24,600.00 as outlined in Table [2].

**Table 2
Budget Summary**

Description	Total
Bamboo Lane (Width 50ft, Length 1,800ft)	\$8,200.00
Cascade Lane (Width 40ft, Length 1,800ft)	\$8,200.00
Edwards Lane (Width 40ft, Length 1,800ft)	\$8,200.00
TOTAL	\$24,600.00

VI. ASSUMPTIONS

Assumptions, items not included- Contours at 1-foot intervals; error shall not exceed one half contour interval, Location of water mains, and other utilities including, but not limited to, buried tanks and septic fields serving, or on, the property based on as-built information supplied by utility companies, Extent of watershed onto the property, Specimen trees flagged by the Owner or the Architect; locate to the center within 1' tolerance; give species in English or botanical terms, give caliper and ground elevation on upper slope side and SUE Services NOT included in the scope.

VII. AGREEMENT REFERENCE

The work authorized under this CSA shall be performed under the terms and conditions described within the Professional Services Agreement dated November 14, 2022, by and between the Town of Palm Beach Shores ("TOWN") and ENGENUITY GROUP, INC. ("CONSULTANT"). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

ENGENUITY GROUP, INC.

TOWN OF PALM BEACH SHORES

By: 

By: _____

Print Name: Lisa Tropepe, P.E.

Title: Vice President

Date: _____

Town Attorney's Office

Approved as to form and legality

By: _____

CSA NO. _____