

Monday, October 24, 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 McCranel

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

<https://townofpalmbeachshores.my.webex.com/townofpalmbeachshores.my/j.php?MTID=m14fc4f27395cd2f69efb6090d8b33906>

Meeting number: 2630 951 0570 Password: 1024

Join by phone +1-408-418-9388 United States Toll Access code: 2630 951 0570

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, 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 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 November 6, 2022. Hosted by Frances Ortega-Rakley. Approximately 70-100 people attending.

4) DEPARTMENT AND BOARD REPORTS:

- o **Financial Report:** September 2022

Staff Reports:

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

5) COMMISSION REPORTS

Mayor Fiers

- Update on Water Main Project
- Update on Underground Utilities Project
- Update on Port of Palm Beach Expansion

6) ORDINANCES:

Second Reading and Vote: 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.

7) OTHER BUSINESS

- East Channel FIND Grant Agreement
- Recommendations RFQ Engineering Services.
- Drainage and Maintenance Agreement - Kannega Glades, LLC and the Town of Palm Beach Shores.

8) DISCUSSION ITEMS:

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

10) 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, September 26, 2022,
Immediately Following the Final
Budget Hearing 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 7:09 pm. Those present were Mayor Alan Fiers, Commissioner Tracy Larcher, Commissioner Brian Tyler, Commissioner Janet Kortenhaus, and Town Administrator Wendy Wells. Also in attendance were: PBSO Sgt. Steve Langevin, Public Works Director Alan Welch, and Town Attorney Keith Davis. Vice Mayor Scott McCranels was absent from the meeting.

APPROVAL OF MEETING AGENDA

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

Second: Commissioner Janet Kortenhaus seconded the Motion.

Vote: Motion passed 4-0

APPROVAL OF CONSENT AGENDA

- a) Commission Meeting Minutes, August 22, 2022
- b) Approve Special Event – Permit 22-06. Turkey Trot Run- November 24, 2022. Hosted by The Marriott. Approximately 150 people are attending.
- c) Approve Special Event- Permit 22-07. Reindeer Run- December 24, 2022. Hosted by The Marriott. Approximately 130 people attending.
- d) Approve Special Event-Permit 22-08. Game on! Triathlon -October 30, 2022, Hosted by The City of Riviera Beach and North Palm Beach. Approximately 350-400 people are attending.
- e) Approve Special Event-Permit 22-09- Birthday Party November 26, 2022, hosted by Resident Jennifer Farinas-approximately 80 people attending.
- f) Approve Special Event Permit 22-10. Shrimp Boil – October 21, 2022. Hosted by Lisa Tropepe. Approximately 100 People are attending.

Motion: Commissioner Brian Tyler made a motion to approve the Consent Agenda as amended; Items B and C were removed.

Second: Vice Mayor McCranels seconded the Motion.

Vote: Motion passed 4-0

GUEST SPEAKER

- o Sen. Bobby Powell with Legislative Update. State Senator Bobby Powell reported on the 2022 session of the State Legislature. He addressed several legislative issues: two of the most important were the new laws dealing with inspections of waterfront buildings (a reaction to the Surfside catastrophe), buildings within 3 miles of the coastline will be inspected every ten years. He noted that the legislation passed was done quickly and almost certainly will be refined in the 2023 session. Regarding Homeowner's Insurance, he stated that he did not support the legislation that was passed and did not vote for it. The redistricting shifted Senator's district south, but he will still represent our Town. Senator Powell answered questions from the Commission and the Public.

DEPARTMENT AND BOARD REPORTS

Financial Reports: Town Administrator Wendy Wells presented the Monthly Financial Report for the Month of August. Revenues are reported at 100.4%, and expenditures are at 87.3%. Revenues are higher due to the building department and some large projects. Mrs. Wells answered the Commissioner's questions.

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

Second: Commissioner Kortenhaus seconded the Motion.

Vote: Motion Passed 4-0.

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. Sgt. Langevin thanked all the Town Departments for working well together and preparing for the storm. PBSO has approved two additional CCTV Cameras, which will be mounted on Town streetlights, one on Lake and Tacoma and one on Edwards and Ocean. And in conclusion, due to the main water project on Lake Drive, the Deputies have made 97 traffic stops in two months, 44 truck inspections were conducted, and additional deputies are being added to control the stop sign violations.
- **Fire Department:** Chief Steedman gave an update and review of the monthly statistics. The Chief said he had one Firefighter on light duty and has returned to full duty. The Firefighter was in a motorcycle accident leaving work and sustained shoulder injuries. The department has completed 150 training hours this month. Chief Steedman said he is receiving EOC Updates; we are at level three for the impending hurricane Ian. We are expecting tropical storm-forced winds tonight when the storm turns into a major hurricane and local flooding. Chief Steedman answered Commission's questions.
- **Public Works:** Director Welch reiterated his monthly report and updated current projects. He also provided an update on the AT&T project, which is complete in the south end of Town, and residents can go on the website and sign up there. Crews will be removing the lines from the poles to the home soon. An update of the Watermain Project appears to be at a standstill but was actually being tested for leaks, which took approximately two weeks. Mr. Welch reiterated Chief Steedman's comments regarding the approaching storm, and all preparations are in place for the Town. He thanked the departments for their contribution in helping to prepare for the storm. Director Welch updated Commission and the public on the ongoing projects; the Bathroom restoration at the Community Center should take approximately three weeks, and the second floor and beach bathrooms are available during events. The Benches are in and have been installed, and the plaques have been ordered; it will take several weeks before they are in. New Garbage cans are in, but due to the approaching storm, they will be installed as soon after. Mr. Welch answered the Commission's questions regarding the storm preparation, specifically the Icon project and the Seaspray building.
- **Town Clerk:** No Report.
- **Town Attorney:** Mr. Davis announced that this month's League of Cities meeting is canceled due to the approaching storm and will resume next month in Palm Beach Gardens. He informed Commission that the League is offering free ethics training on October 13, 2022, in Lake Worth Beach. Mr. Davis said that recommendations and requests for information will go out for Engineering Services, as the current agreement with our Town Engineer has expired. This Item will come back to Commission at next month's meeting.

- **Planning and Zoning Chairman:** No Report

RESOLUTIONS: NO. R- 9 -22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, PROVIDING AN UPDATED AND REVISED COMPREHENSIVE SCHEDULE OF FEES AND CHARGES FOR SERVICES PROVIDED BY THE TOWN; PROVIDING THAT THE TOWN'S REVISED SCHEDULE OF FEES AND CHARGES SHALL BE AVAILABLE FOR INSPECTION AT ALL TIMES AT THE TOWN HALL DURING REGULAR BUSINESS HOURS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Motion: Commissioner Brian Tyler made a motion to approve the resolution amending the language for fire inspections, to reflect the new inspection company's rates as hourly.

Second and Vote: Commissioner Janet Kortenhaus seconded the Motion. Motion passed 4-0.

ORDINANCES:

First Reading: 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.

A Lengthy discussion ensued regarding what language should be included in the Ordinance and what specific height and type of trees should be included.

Motion: Commissioner Kortenhaus made a motion to table the Ordinance and send it back to the Planning and Zoning Board to revise the language to include specific wording in Section 77.1 (b) (c).

Second and Vote: Commissioner Tyler seconded the Motion. Motion passed 4-0.

Second Reading: ORDINANCE NO. O-5-22

Motion: Commissioner Larcher made a motion for Ordinance O-5-22 to be reordered on the agenda until after the discussion and vote regarding the Fire Inspection Service Agreement with CAP.

Second and Vote: Commissioner Tyler seconded the Motion. Motion passed 4-0.

First 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 overview of the Ordinance. Revising the Ordinance will replace older and outdated language prohibited by the State of Florida. The revised Ordinance will also make noticing the public for Special Exceptions Requests and Variance Requests simpler and less costly for applicants.

Motion: Commissioner Brian Tyler made a motion to approve the Ordinance.

Second and Vote: Commissioner Janet Kortenhaus seconded the Motion.

Motion passed 4-0.

OTHER BUSINESS:

- **Ad Hoc Committee to present findings and recommendations.**

John Peterson, Vice Chair of the Committee, presented the recommendations of the Committee to the Commissioners. (See attached to these minutes).

There was a discussion that included the following issues: Boundaries, Parking and Traffic Plan, removing property owned by the Anchorage, Signage, Fencing, Hedges, and landscaping, deadlines for any action, the Costs associated with the Town maintaining the property, the legal expenses and whether the issue would go to litigation after receiving a letter from the attorney that the Anchorage has retained.

Motion: Commissioner Kortenhaus made a motion to table for further discussion at the October Commission Workshop.

Second and Vote: Commissioner Tyler seconded the Motion. Motion passed 4-0.

- **Vote: to approve Fire Inspection Services Agreement with CAP.**

Mayor Fiers introduced the CAP company and their background. The Town's Agreement with PBCFR will not be renewed. Judson Delaney from CAP was present and gave a detailed overview of the company. Chief Steedman said that after meeting with the representatives of CAP that it's much more economical, and the services they provide will suit our needs better than the current agreement. Chief Steedman highly recommended approving the CAP Agreement. Mr. Dulaney answered the Commissioners questions.

Motion: Commissioner Kortenhaus made a motion to piggyback off the Lake County Agreement with CAP for fire services and plan review.

Second and Vote: Commissioner Tyler seconded the Motion. Motion passed 4-0.

Second Reading: ORDINANCE NO. O-5-22

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 30. FIRE PROTECTION AND PREVENTION. ARTICLE III. FIRE PREVENTION STANDARDS. DIVISION 2 CODES ADOPTED. SECTION 30-86. - FLORIDA FIRE PREVENTION CODE INCORPORATED BY REFERENCE. TO UPDATE STATE STATUTE REFERENCES IN THIS SECTION AND TO ADOPT BY REFERENCE THE MOST CURRENT LOCAL AMENDMENTS PROMULGATED BY PALM BEACH COUNTY AT THE REQUEST OF THE COUNTY FIRE MARSHAL; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 30. 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.

Motion: Commissioner Brian Tyler made a motion to table the Ordinance. The Town will not use PBCFR for its safety inspections or review plans.

Second and Vote: Commissioner Kortenhaus seconded the Motion. Motion passed 4-0.

PROCLAMATIONS:

Mayor Fiers read for the record a proclamation announcing the Municipal Election on March 14, 2023, with the Qualifying period from November 1, 2022, through November 18, 2022.

PUBLIC COMMENTS: Kathleen McGahran commented on Ordinance O-4-22. The following residents commented on the recommendations: Brian (inaudible last name) Ken Steenson, Paul Sivilotti, and Grace Sterrett.

ADJOURNMENT:

Motion: Commissioner made a motion to adjourn the meeting.

Second: Commissioner seconded the Motion.

Vote: Motion passed unanimously.

The meeting was adjourned at 9:30 pm.

Approved this 24th day of October 2022.

ATTEST:

Alan Fiers, Mayor

Jude M. Goudreau, Town Clerk

(Seal)

TOWN OF PALM BEACH SHORES, FLORIDA
FINAL BUDGET HEARING
MINUTES
September 26, 2022

1. **CALL TO ORDER**

Mayor Fiers called the meeting to order at 7:00 pm. The Pledge of Allegiance was recited. The meeting was held at Town Hall located at 247 Edwards Lane, Palm Beach Shores, FL 33404. Those present were Mayor Alan Fiers, Commissioner Tracy Larcher, Commissioner Janet Kortenhaus, and Commissioner Brian Tyler. Also present were Town Administrator Wendy Wells and Town Attorney Keith Davis. Vice Mayor Scott McCranels was absent from the Meeting.

2. **Town Administrator Wendy Wells** gave a presentation of proposed millage rate, which has remained the same for numerous years, and tentative budget as follows:

- a. Announce the percentage increase **9.93%** over the rolled back rate **5.7764** necessary to fund the budget.
- b. Announce the millage rate of **6.3500** mills.
- c. Announce the debt service millage rate of **0.4290** mills (bond referendum for underground utility project).
- d. Summary of budget, Exhibit A is attached to these minutes. Administrator Wells gave a review of the budget and answered Commission's questions.
- e. Announce the specific purposes for which ad valorem revenues are being used.

3. Public comments: **Mayor Fiers made the call for Public Comment and there were none.**

4. **Adoption of Resolution R-10-22 Set Millage rate FY 2022-2023:**

MOTION: Commissioner Brian Tyler moved to approve millage rate of **6.3500** mills and debt service millage rate of **0.4290** mills

SECOND: Commissioner Janet Kortenhaus seconded the motion.

VOTE: The Motion Passed 4-0.

5. **Adoption Resolution R-11-22 Budget FY 2022-2023:**

MOTION: Commissioner Tracy Larcher moved to approve budget as presented

SECOND: Commissioner Brian Tyler seconded the motion.

VOTE: The Motion Passed 4-0.

6. Adjournment:

MOTION: Commissioner Brian Tyler moved to adjourn the meeting.

SECOND: Commissioner Janet Kortenhaus seconded the motion.

VOTE: The Motion Passed 4-0.

Mayor Fiers adjourned the Public Hearing at 7:07 pm.

Approved this 24th day of October 2022.

ATTEST:

Alan Fiers, Mayor

Jude M. Goudreau, Town Clerk

(Seal)



DATE SUBMITTED _____

PERMIT NO. 22-06

Town of Palm Beach Shores
APPLICATION FOR
SPECIAL EVENTS PERMIT
(Section 18-27 of Town Code)

Please check a box
below if you are a:

Police Officer ☐
Fire Fighter ☐
Teacher ☐

Type of event: TURKEY TROT RUN Location: Palm Beach Shores

Sponsor: Marriott Ocean Pointe Telephone: 561-882-3000

Property owner's consent and acknowledgement of responsibility:

Signature: [Signature]

Date and Time: 11-24-22 9:00am Time it ends: 10:30am

Number of participants: 150

Proof of insurance attached? Yes ☒ No ☐

Copy of all required state and county permits if event will be held on or
utilize state and/or county-controlled property.

Please indicate any traffic, fire-rescue, utilities impact, and/or mitigation
plan:

Permit fee \$50 _____ (Untimely application \$150 _____) Receipt # _____

APPROVED:

Fire Department: _____ Sheriff's Office: _____

Number of off-duty officers required: _____

Date of Commission Review: _____ Approved: _____



DATE SUBMITTED _____

PERMIT NO. 22-07

Town of Palm Beach Shores
APPLICATION FOR
SPECIAL EVENTS PERMIT
(Section 18-27 of Town Code)

Please check a box
below if you are a:

Police Officer ☐
Fire Fighter ☐
Teacher ☐

Type of event: REINDEER RUN Location: Palm Beach Shores

Sponsor: MARriott Ocean Bch Telephone: 561-882-3000

Property owner's consent and acknowledgement of responsibility:

Signature: _____

Date and Time: 12-24-22 9:00am Time it ends: 10:30am

Number of participants: 130

Proof of insurance attached? Yes ☒ No ☐

Copy of all required state and county permits if event will be held on or
utilize state and/or county-controlled property.

Please indicate any traffic, fire-rescue, utilities impact, and/or mitigation
plan:

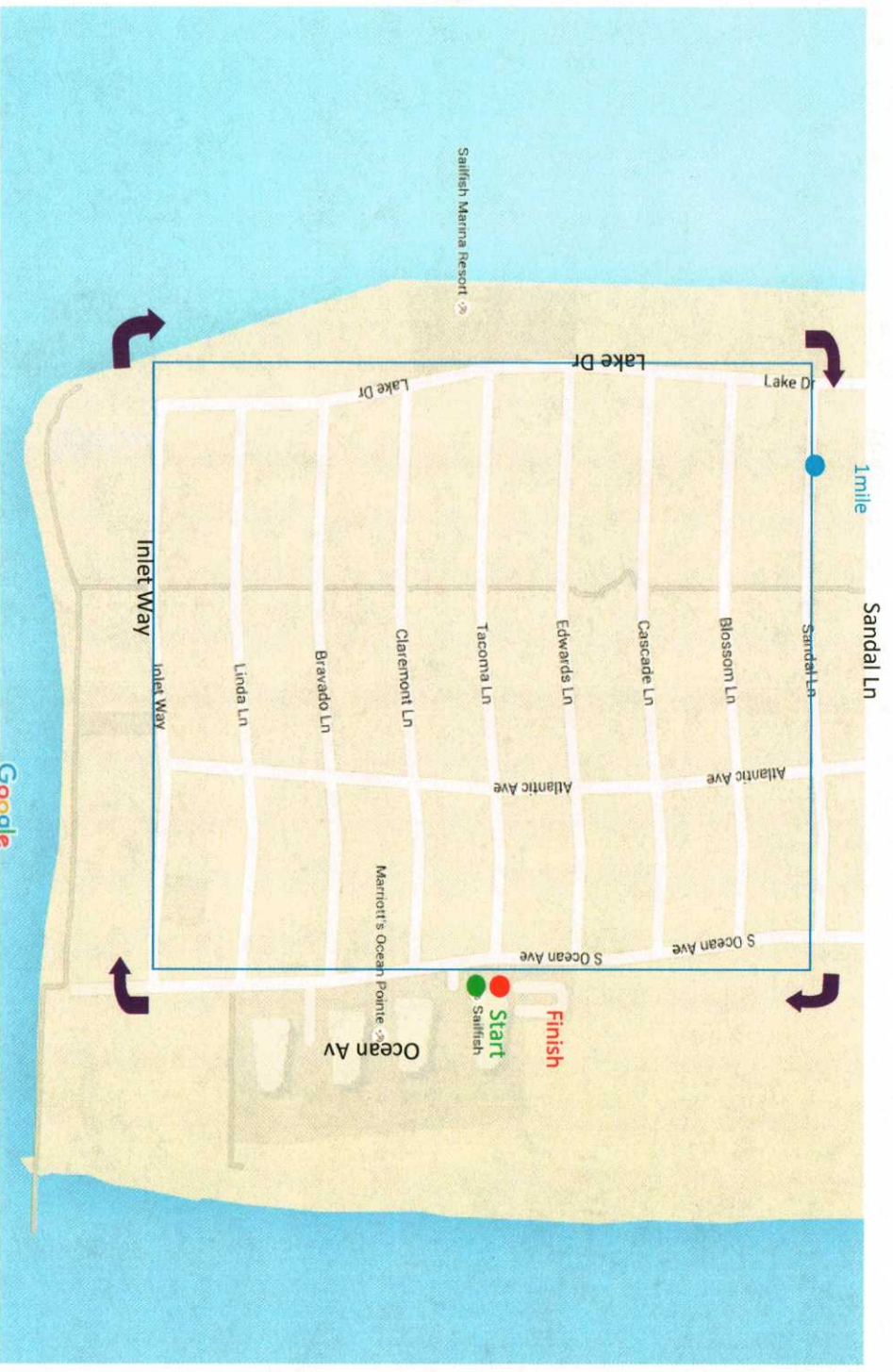
Permit fee \$50 _____ (Untimely application \$150 _____) Receipt # _____

APPROVED:

Fire Department: _____ Sheriff's Office: _____

Number of off-duty officers required: _____

Date of Commission Review: _____ Approved: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE 08/05/2021

10/5/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beecher Carlson Insurance Services
6 Concourse Parkway, Suite 2300
Atlanta, GA 30328

CONTACT NAME: Judith Bolch
PHONE: [blank]
FAX: [blank]
E-MAIL: jbolch@beechercarlson.com
ADDRESS: [blank]

www.beechercarlson.com

INSURED
Marriott Vacations Worldwide Corporation
9002 San Marco Court, 3rd Floor
Orlando FL 32819

INSURER(S) AFFORDING COVERAGE

INSURER	NAIC #
INSURER A: Liberty Mutual Fire Insurance Company	22173
INSURER B: ACE Property and Casualty Insurance Co	20999
INSURER C: Liberty Insurance Corporation	42454
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 64391527

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR RISK WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		TB2-655-283929-121	10/1/2021	10/1/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$2,500 PERSONAL & ADY INJURY \$2,000,000 GENERAL AGGREGATE \$25,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 General Agg. Per Loc. \$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AS2-651-283929-111 Physical Damage Comp/Coll. Ded. \$500	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Garage Keepers Liab. \$2,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		X00 G71828785 002 Prod-Comp Ops Agg \$10M	10/1/2021	10/1/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 Policy Aggregate \$40,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC7-655-283929-151	10/1/2021	10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

6649 Westwood Blvd, Suite 500

Re: Marriott Associate Rally, Community Center, 90 Edwards Lane, Palm Beach Shores, FL 33404.
Town of Palm Beach Shores is included as additional insured, where required by written contract, with respect to general liability.

CERTIFICATE HOLDER

Town of Palm Beach Shores
247 Edwards Lane
Palm Beach Shores FL 33404

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Beecher Carlson Insurance Services, LLC

Beecher Carlson Insurance Services, LLC

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ACORD 25 (2016/03)

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DATE SUBMITTED 9/22/2022

PERMIT NO. 22-11

Town of Palm Beach Shores
APPLICATION FOR
SPECIAL EVENTS PERMIT
(Section 18-27 of Town Code)

Please check a box
below if you are a:

Police Officer ☐
Fire Fighter ☐
Teacher ☐

Type of event: 7 yr old daughter birthday Location: _____

Sponsor: _____ Telephone: 3059788440

Property owner's consent and acknowledgement of responsibility: _____

Signature: _____

Date and Time: Nov 6, 2022 2-5 pm Time it ends: 5 PM

Number of participants: 70-100

Proof of insurance attached? Yes _____ No _____

Copy of all required state and county permits if event will be held on or
utilize state and/or county-controlled property.

Please indicate any traffic, fire-rescue, utilities impact, and/or mitigation
plan:

Permit fee \$50 ☒ (Untimely application \$150 _____) Receipt # _____

APPROVED:

Fire Department: _____

Sheriff's Office: _____

Number of off-duty officers required: _____

Date of Commission Review: 10/24/22 Approved: _____



Town of Palm Beach Shores Community Center Rental Check List

Date of event: 11.6.2022 Anticipated attendees: 70-100
Type of Event: CHILD'S BIRTHDAY Time of event start to finish 2 PM- 5 PM
Name of Resident and Sponsor FRANCES ORTEGA-RAKLEY

Required Forms

Resident Reservation Form	<u>RECEIVED</u> <i>Sh</i>
Special Event Permit (Commission Approval)	<u>RECEIVED</u> <i>Sh</i>
Community Center Rental Agreement	<u>RECEIVED</u> <i>Sh</i>
Community Center Rental Policies & Procedures	<u>RECEIVED</u> <i>Sh</i>
Event Insurance	<u>RECEIVED</u> <i>Sh</i>
Pre-approved floor plan layout	<u>RECEIVED</u> <i>Sh</i>
Amplified Music Request	<u>RECEIVED</u> <i>Sh</i>

Required Fees

First Floor:

Security Deposit	\$50.00 (Refundable)	<u>PAID</u> <i>Sh</i>
Rental Fee (10 Hours)	\$53.50 (Tax Included)	<u>PAID</u> <i>Sh</i>
Additional Hours	\$3.50/hour (Tax Included)	
Grill	\$26.75 (Tax Included)	
Kitchen	\$26.75 (Tax Included)	
Cleaning Fee	\$175.00	<u>PAID</u> <i>Sh</i>
Special Permit (50+ Guests)	\$50.00	<u>PAID</u> <i>Sh</i>

Second Floor:

Security Deposit	\$500.00 (Refundable)
Rental Fee (10 Hours)	\$428.00 (Tax Included)
Additional Hours	\$107.00/hr (Tax Included)
Cleaning Fee	\$255.00
Special Permit (50+ Guests)	\$50.00

Community Center Coordinator signature: *Shue*

Date Received: 10.17.2022 *Shue*



Town of Palm Beach Shores
Community Center Rental
Check List

Beach Rental:

Security Deposit	\$250.00 (Non-Refundable)	_____
Rental Fee (10 Hours)	\$250.00	_____
Cleaning Fee	\$100.00 (Refundable)	_____
Special Beach Permit	\$ 50.00	_____

Total Due _____

All scheduled events are required to have Event Insurance that can be purchased from a vendor of your choice. Please see your signed Community Center Rental/Use Agreement contract for minimum limits. The Town of Palm Beach Shores will need to be listed as the certificate holder with our address of 247 Edwards Lane Palm Beach Shores, FL 33404. Copy will need to be provided to the Town. PO

All scheduled events serving alcohol are required to have a licensed bartender or caterer. They must provide their license and insurance information at the time of the event booking. PO

The use of the Town Beach is NOT included in the rental of the Community Center. A separate Special Beach Permit, Rental, and Cleaning fee is required for the use of the Town Beach. Unauthorized use of the Towns' Beach will result in a fine of \$500.00. Rental of the beach is not exclusive and does not include the covered tiki area or walkway. The beach, tiki area, and walkway are NOT to be obstructed for public use during any event. PO

All renters are required to use the community center floor layouts that have been pre-approved by the Fire Marshall. If the renter wishes to alter the pre-approved floor plan, they must provide a diagram and seek approval by the Fire Marshall at their own expense. PO

Basic cleaning, removal of personal and catering items, and all guests and hired personnel must be vacated from the premises by midnight or by the tenth hour of rental. Whichever comes first. PO

By initialing and signing this form, you acknowledge that you have received and read all required paperwork for the rental of the Community Center and agree to pay all fees associated with the rental.



Signature of Renter

9-30-22
Date

Signature of Community Center Coordinator

Date

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					

	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		\$ 327,456				

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

Budget Amendment #2 was approved at the March 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.

*The Town Treasurer is closing the fiscal year ended 9/30/22.
Final numbers will be ready for the auditors by the end November.*

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

Utility Tax

10% Effective 4/1/17

	Electric <i>FPL</i>	Water <i>Riviera Beach</i>	Gas <i>FPU</i>	Total
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			24,881.11
YTD Total	241,964.24	101,949.54	24,028.47	367,942.25

<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>97%</i>	<i>86%</i>	<i>106%</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
	September 2022	
	2022 Q3 adjustment	
Total current year receipts		\$ 107,537.33

Current Year Expenditures:

\$ -

Accumulated (unspent) Discretionary Sales Tax as of 9/30/22	\$ 494,969.43
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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	\$ 37,408	\$ (27,271)	\$ 135,940
	\$ 420,330	\$ 284,390	\$ 135,940	

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	\$ 231,011
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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/>		

PALM BEACH COUNTY SHERIFF'S OFFICE

RIC L. BRADSHAW, SHERIFF



October 2022 Commission report with stats from September 2022

Sergeant Steven Langevin

Commander District 20/Town of Palm Beach Shores

Arrests/Detentions

- Arrest for trespass after warning at 181 Ocean Avenue.
- Arrest for drunk driving while causing structure damage at 98 Lake drive.
- Arrest for entering into a parked and unlocked truck in a driveway in the 200 block of Blossom Lane. Currency stolen, subject arrested on Blue Heron Bridge.
- Arrest for theft of skateboard from rear porch of apartment.
- Our deputies met with officers of the Florida fish and wildlife commission (FWC). **84 citations** were issued for Florida statute violations ranging from no fishing license to unlawful size of fish caught and kept, along the Inlet walkway to the pump station.

October; A traffic stop that resulted with a warrant arrest for an occupant of the vehicle.

Information

During September extra deputies were brought in to assist with traffic control on Atlantic avenue.

October 31, deputies will attend the towns trunk or treat event.

November 10 at 10AM, We will hold conversation with a deputy (coffee with a cop) at Town hall meeting room. Sailfish Marina and Marriott Ocean Pointe will bring refreshments. Hope to see everyone there.

Statistics follow



September - 2022 - Monthly Strategic Report

CAD Calls	Monthly Totals
Business / Residence Checks (Self-Initiated)	3161
Traffic Stops (Self-Initiated)	69
Calls for Service (Excluding 1050's & 1061's)	142
All CAD Calls - Total	3372

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 3372 generated calls within the district. 96% 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
6	71	14

Arrest and NTA Statistics

Arrest Data
Arrests & Notice to Appear (NTA) within District 20
Total Count - 6

Data Source: CADS/Premier 1

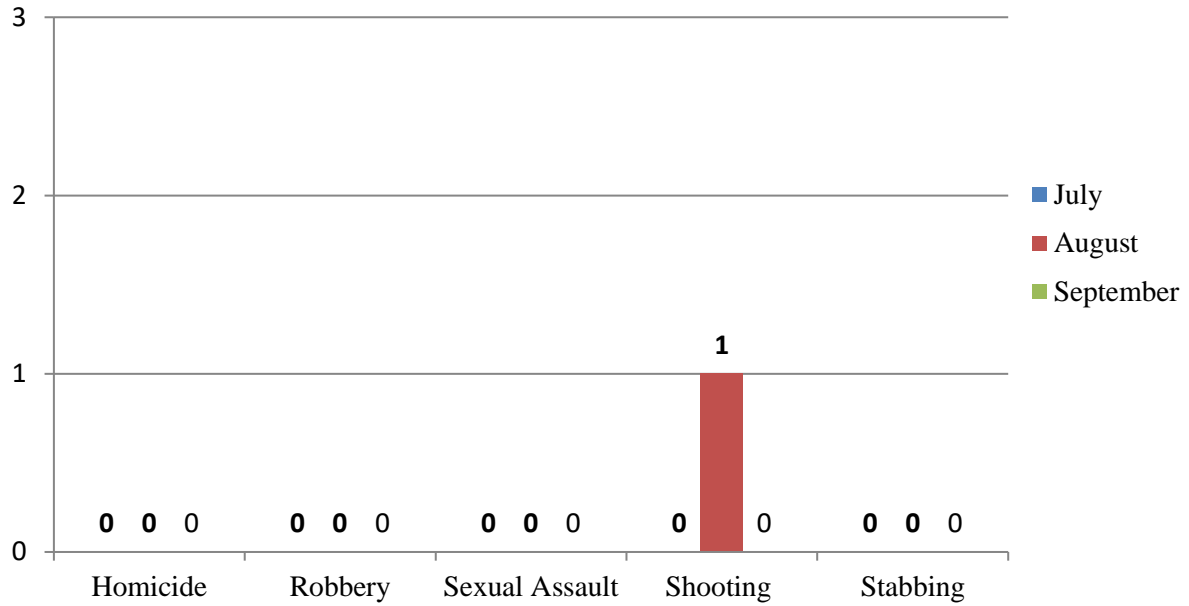
RPT #	DATE/TIME	SIGNAL	NEIGHBORHOOD	COMMONPLACE	LOCATION
		1050			LAKE DR / BRAVADO LN
22107410	2022-09-09 23:45:46	19			124 BAMBOO RD
22107749		21R			200 BAMBOO RD
22108043	2022-09-12 02:22:56	21V JOC			217 BLOSSOM LN
22112495		1		SAILFISH MARINA - RESTAURANT	98 LAKE DR
22113057	2022-09-26 19:55:34	51		PALM BEACH SHORES RESORT	181 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.

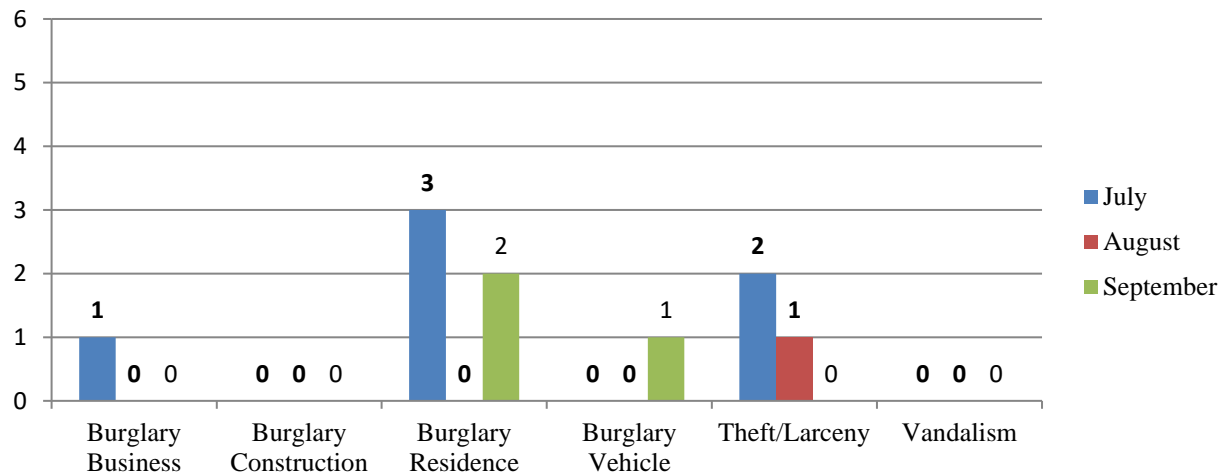
D20 Monthly Stats Homicide, Robbery, Sexual Assault, Shooting, Stabbing

Data Source: CADS/P1



D20 Monthly Stats Burglaries, Theft & Vandalism

Data Source: CADS/P1



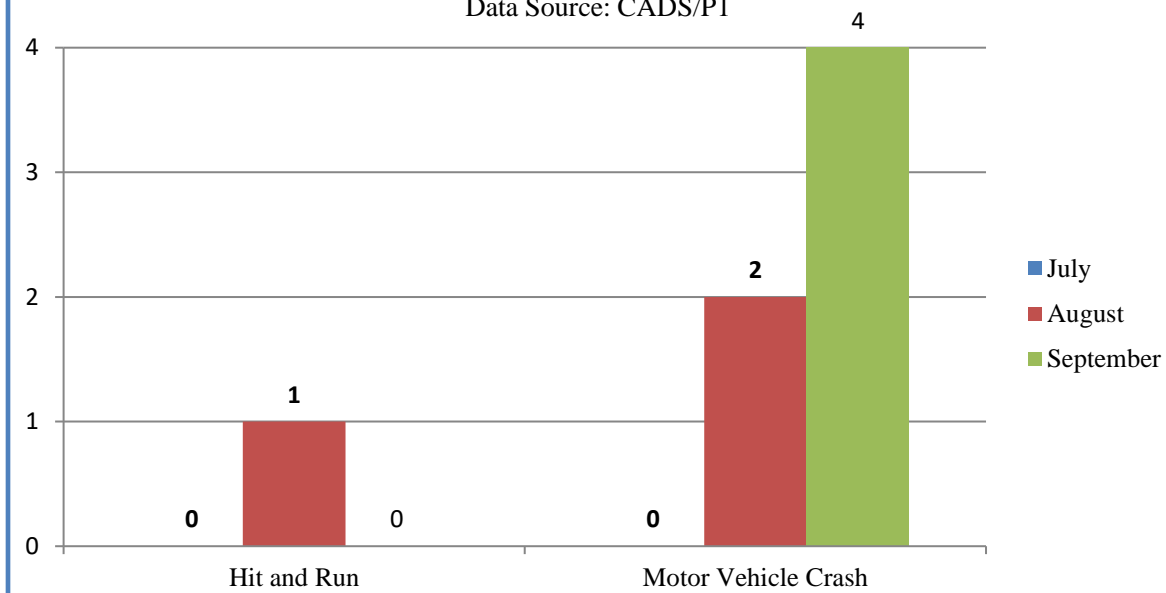
D20 Monthly Stats Stolen Vehicles & Stolen Vehicle Recoveries

Data Source: CADS/P1



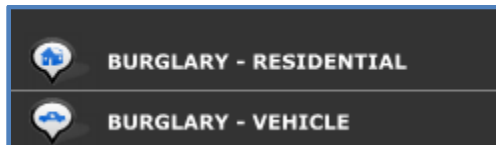
D20 Monthly Stats Hit and Run & Motor Vehicle Crash

Data Source: CADS/P1



District 20 Map of Activity

Data: Source: CrimeView Dashboard



FIR MAP

3 Records Plotted in CrimeView Dashboard.



(4) Conducted per the FIR Track system.

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



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

TO: Mayor Alan Fiers
Town Commissioners

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

DATE: 20 October 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 met with several representatives from commercial 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. Alternative transport options are currently being explored.
- *Community CPR & AED* – Presented twice annually for Town residents.
- *Courtesy Home Fire Safety Surveys* – (Implemented: November 2017)
- *Pulse Point* mobile application site – *Pulse Point* is a pre-arrival solution designed to support public safety agencies working to improve cardiac arrest survival rates through improved bystander performance.



MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION

TOWN OF PALM BEACH SHORES

DEPARTMENT OF EMERGENCY SERVICES

21 September 2022 – 20 October 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.
- *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

21 September 2022 – 20 October 2022

- Beach/Water Rescue/Special Events UTV has arrived and is being outfitted for service – Funded through previous donation from the Fleming Family Foundation.

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

21 September 2022 – 20 October 2022

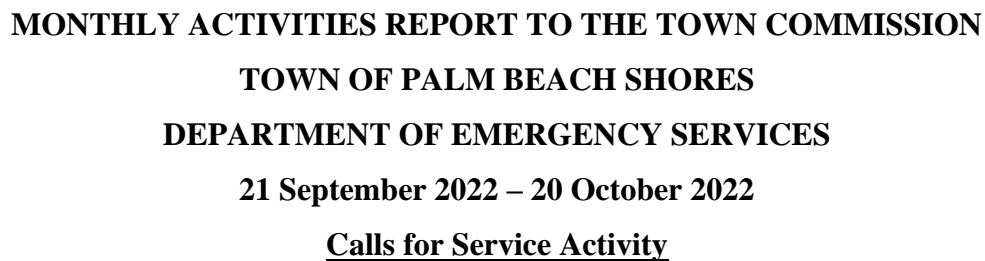
- Complies and aligns with 27P-6.0023, Florida Administrative Code, County Comprehensive Emergency Management Plans (CEMP) and County Emergency Management Programs
- Facilitate grant opportunities and streamline FEMA reimbursement efforts.
- Community Emergency Supply Program – Operational.

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 (September 2022)	Rescue Report	Rescues: 01 Assists: 00 Vessel Assists: 00
	Prevention & Education	Contacts: 376
	First Aid Provided	Occurrences (Minor): 41

FORMAL TRAINING & DRILLS	DATE	TIME	LOCATION	TYPE			NATURE	STAFFING	NOTES
				FIRE	RESCUE	EMS			
	11 Oct 2022	1830	90 Edwards	X	X	X	Hydro-Basement Elevators	17	Hands-On
	17 Oct 2022	1830	145 Ocean	X	X	X	Electric Traction Elevators	17	Hands-On
	Formal Training Drills – 02								
	Personnel Participation – 34								
	Personnel Training Hours –102								



Public Works Department

Monthly Status Report

October 2022

Community Center:

1. Received the three quotes to replace the 2nd floor east balcony awning. The contract was awarded to Awnings Contractors & Designers Inc. The cost for the project \$23,566.98 that included replacement of the canopy and replacement of the existing steel frame that is rusted beyond repairs and will be replaced with an all-aluminum frame. The Permit and specifications were approved by Building Department and Fire Department. The installation start date was Monday, October 17, 2022, estimated completion date Tuesday, October 25, 2022.
2. The Project concerning the Kitchen Remodel on the 2nd floor is on hold due to further discussions.
3. 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.
4. The projects listed is funded through the approved general and capital 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.
6. The projects listed is funded through the approved general and capital budget.

Streets:

1. Performed Maintenance and Inspection on Tuesday, October 11, 2022, on the Lake Drive and Bamboo Road Tidal Valve. The integrity and operation of the Tidal Valve is within factor standards.
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 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. Receiving Quotes for the Lake Drive lift station North Pump as it is out of service and requires replacement.
3. 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 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: **In progress / 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, October 18, 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.

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

Building Department Information	September 2022: Total Permits issued: 21 Total Permit Fees Paid: \$ 10,136.61 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.
Code Compliance	<p>The following is a count of properties that had Code Enforcement violations from September 22, 2022 – October 19, 2022</p> <p>Code Violation: Sec. 18-329. – Property Maintenance. 2 Closed. 1 Open. 41 Ocean Ave</p> <p>Code Violation: Sec. 14-106. Florida Building Code (Structural Engineering Report for the condition of the building) Closed. 1 Open. 320 Inlet Way</p> <p>Code Violation: Sec. 14-106. Florida Building Code (Work without a permit) 1 Closed. 1 Open. 300 Bravado Lane</p> <p>Code Violation: Sec. 78-79 Landscaping Maintenance 19 Closed 3 Open 309 Tacoma Ln, 343 Bamboo Rd, 131 Edwards Lane.</p> <p>Code Violation: Sec. 70-82. – Boat trailer in driveway/parking lot. Closed. 1 Open. 227 Bravado Lane</p> <p>Code Violation: Sec. 18-16. Business Tax Receipt/ Certificate of Use 1 Closed</p> <p>Notice of Violations Sent: 309 Tacoma Lane- Landscaping Maintenance 300 Bravado Lane -Work without building permit.</p> <p>Total Amount of Cases created that are closed from 9/22/2022 – 10/19/2022: 20</p> <p>Total Amount of Cases created that are still open from 9/22/2022 – 10/19/2022: 7</p> <p>Total count of Cases 9/22/2022 – 10/19/2022 27</p> <p>Special Magistrate: Nothing is scheduled at this time.</p>
TOWN HALL Upcoming Meetings and Important Dates Additional Information	<ul style="list-style-type: none"> • Election Qualifying Periods are November 1, 2022, No earlier than noon through November 18, 2022 No later than Noon. The Election is March 14, 2022. Qualifying Packets will be available on Friday, October 28th in my office. You must follow Qualifying guidelines • Meetings: • Oct 26, 2022, P&Z Meeting 6:30 pm • Nov 2, 2022, DRC Meeting 2 pm • Nov 14, 2022 Commission Workshop 7 pm



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.

WHEREAS, remnant language remains in Pf. 15.4 of the Town's Zoning Code requiring a referendum prior to acting upon variance requests to increase building height or lot coverage more than ten percent (10%); and

WHEREAS, this remnant language is in direct conflict with Section 163.3167(8), Florida Statutes and the precedent established by Archstone Palmetto Park LLC v. Kennedy, 132 So.3d 347 (Fla. 4th DCA 2014); and

WHEREAS, the same Pf. 15.4 prescribing the legal advertising and public notice requirements for variances and special exceptions contains antiquated language which exceeds the requirements of state law, creates a longer development application processing timelines and is generally burdensome on Town Staff;

WHEREAS, the Town Commission of the Town of Palm Beach Shores desires to amend the Town's Zoning Code to repeal the referendum language that is violative of state law and update the legal advertising and public notice requirements to reflect current practice and facilitate efficient development application processing while maintaining adequate notice to affected residents; and

WHEREAS, the Town Commission of the Town of Palm Beach Shores believes that these revisions to the Town Code of Ordinances are in the best interests of the Town of Palm Beach Shores and will promote the public health, safety and welfare of its citizens.

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

Section 1: Appendix A, Section XV. Variances and Special Exceptions. of the Code of Ordinances of the Town of Palm Beach Shores is hereby amended at Pf. 15.4. Procedure. to repeal referendum language prohibited by state law and to update the legal advertising and notice procedures for all variance and special exception applications submitted to the Town; providing that Pf. 15.4 shall hereafter read as follows:

Pf. 15.4. - Procedure.

Every person requesting a variance shall make written application to the Town Clerk ~~Building Official~~ therefor and file the same, with the necessary copies thereof, with the supporting facts and data as required by this Zoning Code. ~~The Building Official shall forthwith examine said application and endorse his recommendations thereon to the Chairman of the Planning and Zoning Board.~~ The Planning and Zoning Board shall consider such ~~the~~ applications and submit its recommendations to the Town Commission. ~~Thereupon, a~~ A notice ~~copy of said application shall be mailed by regular-certified mail to the owners of the property immediately adjacent thereto and across the street therefrom, at the address shown in-on the Palm Beach County Tax Collector's records Town tax records, together with a notice from the Building Official advising of the time of the public hearings on said application before the Planning and Zoning Board and the Town Commission.~~

The Town Clerk ~~Building Official~~ shall also cause to be published in a newspaper of general circulation in the Town a brief summary of said application and the date of the hearing, ~~directed "To all whom it may concern";~~ said notice shall be published once at least ten (10) ~~fifteen (15)~~ days prior to the date set for said hearing before the Planning and Zoning Board and the Town Commission, and notice shall be posted on the official bulletin board in the Town Hall and at two (2) other conspicuous locations in the Town.

~~Any request for a ten (10) percent or more increase in building height variance or a ten (10) percent or more increase in permitted lot coverage variance shall require the Town Commission to first determine the public interest through a referendum prior to making its final decision on the variance request.~~

No application shall be heard less than ~~ten (10)~~~~fifteen (15)~~ days after mailing to property owners directly affected as herein provided; and all applications will be heard at regular meetings of the Planning and Zoning Board and Town Commission, unless otherwise ordered by the Board or Commission, with statement of the reasons therefor spread on the official minutes.

All costs and expenses in the application and notification to adjacent owners {must} be paid by the applicant before the hearing on the application of a variance.

~~Building-Construction~~ permits for granted variances must be obtained within six (6) months of variance approval. A single renewable six-month period to obtain ~~buildingconstruction~~ permits may be allowed at the discretion of the Town Commission.

Any variance granted by the Town Commission prior to the enactment of Ordinance No. 201 on August 8, 1983, upon which a building permit was required not heretofore issued must be reviewed by the Planning and Zoning Board of Adjustment and Appeal.

~~{The} following~~ notice ~~required-appears~~ pursuant to F.S. § 286.0105, as amended from time to time, shall appear on all Town public agenda notices.;

~~PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the Planning and Zoning Board or 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 to be 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.~~

Section 2: Each and every other section and subsection of Appendix A. Zoning. shall remain in full force and effect as previously adopted.

Section 3: All ordinances or parts of ordinances in conflict herewith 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 and incorporate this Ordinance into the existing Code of Ordinances of the Town of Palm Beach Shores.

Section 6: This Ordinance shall become effective 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



FLORIDA INLAND NAVIGATION DISTRICT

October 14, 2022



Mayor Alan Fiers,
Town of Palm Beach Shores,
247 Edwards Lane
Palm Beach Shores, FL 33404

COMMISSIONERS

J. CARL BLOW
CHAIR
ST. JOHNS COUNTY

T. SPENCER CROWLEY, III
VICE-CHAIR
MIAMI-DADE COUNTY

FRANK GERNERT
TREASURER
BROWARD COUNTY

STEPHEN W. BOEHNING
SECRETARY
INDIAN RIVER COUNTY

DONALD J. CUOZZO
MARTIN COUNTY

BUDDY DAVENPORT
VOLUSIA COUNTY

Vacant
ST. LUCIE COUNTY

CHARLES C. ISIMINGER
PALM BEACH COUNTY

MICHAEL O'STEEN
DUVAL COUNTY

JERRY H. SANSOM
BREVARD COUNTY

RANDY STAPLEFORD
FLAGLER COUNTY

LYNN A. WILLIAMS
NASSAU COUNTY

RE: Lake Worth Inlet Flood Shoal Dredging Project Phase 2A
(Project # PB-PBS-22-223)

Dear Mayor Fiers:

Enclosed, for your signature, is an original project agreement for your approved Assistance Program project for fiscal year 2022-2023. When signing the agreement, be sure to **also complete and sign the Exhibit C, Matching Funds Form in the agreement.**

Once the agreement has been executed, please return the original to me for execution by the District. If original signatures are not required on your part, the signed agreement may be scanned and emailed to JZimmerman@aicw.org Upon final signature by FIND's Executive Director, I will return a fully executed agreement to you for your files.

Please note the projects first quarterly report (Exhibit F) will be due Dec 30, 2022. Other important grant deadlines and closeout requirements are listed in Exhibit G in the agreement.

Should you have any questions please feel free to contact me at 561.627.3386 or JZimmerman@aicw.org

Sincerely,

Janet Zimmerman
Assistant Executive Director

MARK T. CROSLEY
EXECUTIVE DIRECTOR

JANET ZIMMERMAN
ASSISTANT EXECUTIVE
DIRECTOR

**FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT**

PROJECT NO. PB-PBS-22-223

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the Town of Palm Beach Shores, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT** - Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Lake Worth Inlet Flood Shoal Dredging Project Phase 2A. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2024 ("PROJECT PERIOD")**, unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2025. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2024, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than seventy-five percent (75%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate ("PROJECT COSTS") and meeting the requirements of Section 5 below and shall not, in any event, exceed \$3,500,000.00.

Any modifications to the PROJECT's Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT's program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any

obligation or expenditure made prior to the execution of this AGREEMENT unless previously delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #90-14) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit E), (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final

Project Report as described in Exhibit G, Assistance Project Schedule. As part of the documentation accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of payment of all contractors, material suppliers, engineers, architects, and surveyors with whom PROJECT SPONSOR has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** - In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT was required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific

performance and injunctive relief, and for purposes of determining whether to grant an equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS** - The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #95-02 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** - Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** - The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for a minimum period of thirty (30) years from the completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated 30-year life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section

768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation, or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

Town of Palm Beach Shores
Attention: Mayor,
247 Edwards Lane
Palm Beach Shores, FL 33404

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

WITNESSES:

Print name: _____

Print name: _____

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: _____

WITNESSES:

Print name: _____

Print name: _____

Town of Palm Beach Shores

By: _____

Title: _____

Date: _____



EXHIBIT A **PROJECT COST ESTIMATE**

WATERWAY ASSISTANCE PROGRAM FY 2022

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Lake Worth Inlet Flood Shoal Dredging Project: Phase 2-A
Applicant:	Town of Palm Beach Shores

Project Elements <i>(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)</i>	Total Estimated Cost	Applicant's Cost <i>(To the nearest \$50)</i>	FIND Cost <i>(To the nearest \$50)</i>
Dredging/In-water placement	3,908,667.00	977,167.00	2,931,500.00
Mobilization/De-Mobilization	250,000.00	62,500.00	187,500.00
Channel Markers	8,000.00	2,000.00	6,000.00
Construction Surveys	100,000.00	25,000.00	75,000.00
Solicitation	10,000.00	2,500.00	7,500.00
Construction Management	350,000.00	87,500.00	262,500.00
Post Construction Permit Monitoring	40,000.00	10,000.00	30,000.00

**TOTALS =	\$ 4,666,667.00	\$ 1,166,667.00	\$ 3,500,000.00
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EXHIBIT B
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM (2022)

66B-2.001	Purpose
66B-2.002	Forms
66B-2.003	Definitions
66B-2.004	Policy
66B-2.005	Funds Allocation
66B-2.006	Application Process
66B-2.0061	Emergency Applications
66B-2.008	Project Eligibility
66B-2.009	Project Administration
66B-2.011	Reimbursement
66B-2.012	Accountability
66B-2.013	Acknowledgement
66B-2.014	Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015	Small-Scale Derelict Vessel Removal Projects
66B-2.016	Waterways Cleanup Events

66B-2.001 Purpose.

Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.

All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.

The basic terms utilized in this rule are defined as follows:

- (1) "APPLICANT" means an eligible governmental agency submitting an application through this program.
- (2) "APPLICATION" means a project proposal with the required documentation.
- (3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.
- (4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.
- (5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.
- (6) "DISTRICT" means the Florida Inland Navigation District (FIND).
- (7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.
- (8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.
- (9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

- (10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.
- (11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.
- (12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.
- (13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.
- (14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.
- (15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.
- (16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.
- (17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.
- (18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.
- (19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.
- (20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.
- (21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.
- (22) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.
- (23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.
- (24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.
- (25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.
- (26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.
- (27) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.
- (28) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways.
- (29) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 3-25-21.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to "waterways" as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District's waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and

shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History--New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing District Forms No. 91-25 and 91-25 (A) through (F) Waterways Assistance Program Application and Evaluation Worksheet (effective date 1/2014), hereby incorporated by reference and available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-03568>, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to eighty (80) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C., and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement

expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project, the Board shall make a finding that the beaches to be nourished have been adversely impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels. Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as a boat ramp, marina or pier) will be prioritized according to the associated use.

(7) Land Acquisition: Land acquisition projects shall qualify for a maximum of fifty (50) percent funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. Except for acquisition of publicly owned spoil disposal site, all funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility in perpetuity after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can

demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History--New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16, 3-25-21.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: Florida Inland Navigation District Waterways Assistance Program Project Application FIND Form Number 90-22 (effective date 4-24-06) and the Waterway Assistance Program Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) (effective date 1/2014) are hereby incorporated by reference and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on Form Number FIND 90-22 and the Waterway Assistance Program Project Application and Evaluation Worksheet No. 91-25 and 91-25 (A) through (F) and shall include a detailed cost estimate submitted on FIND Form No. 90-25, Florida Inland Navigation District Assistance Program Project Cost Estimate, (effective date 4-24-06), hereby incorporated by reference and available from the District office. In addition, all applicants shall submit a complete and detailed Project Timeline (FIND FORM No. 96-10) (effective date 4-15-07).

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 90-21, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 10-14-92), hereby incorporated by reference and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form Number 94-26 (effective date 5-25-00), hereby incorporated by reference and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Applicants shall obtain the local FIND Commissioner's initials on Form No. 90-26 prior to submitting the application to the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on Form No. 90-26. Upon receipt in the District office, staff will review the applications for completeness of the informational requirements identified in the Application Checklist, FIND Form Number 90-26 (effective date 7-30-02), and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in the Application Checklist (FIND Form Number 90-26), but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management

plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using the Waterways Assistance Program Application and Evaluation Worksheets No. 91-25 (A) through (F) for Waterways Assistance Program applications. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application. Only Applicants that are eligible under Rule 66B-2.0061, F.A.C., "Disaster Relief Applications," shall complete FIND Form No. 91-25F Emergency Re-Construction (effective date 4-24-06, 1/2014).

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in subsection 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06, 3-25-21.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,

9. Derelict Vessel Removal,
10. Waterways related environmental education programs and facilities,
11. Public fishing and viewing piers,
12. Public waterfront parks and boardwalks and associated improvements,
13. Maritime Management Planning,
14. Waterways boating safety programs and equipment,
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,
16. Environmental restoration, enhancement or mitigation projects; and,
17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat,
2. Restrooms for non-waterway users,
3. Roadways providing access to non-waterway users,
4. Parking areas for non-waterway users,
5. Utilities for non-waterway related facilities,
6. Lighting for non-waterway related facilities,
7. Project maintenance and maintenance equipment,
8. Picnic shelters and furniture for non-waterway related facilities,
9. Vehicles to transport vessels; and,
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,
13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:
 - a. Project management, administration and inspection,
 - b. Design, permitting, planning, engineering or surveying costs for completed construction project,
 - c. Restoration of sites disturbed during the construction of an approved project,
 - d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of \$75,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a new proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 35 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. This property control requirement also applies to a project site owned by another governmental

entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use for at least 25 years with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History--New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16, 3-25-21.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than July of fiscal year two of the approved project. This request will then be considered by the DISTRICT Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on Form 95-02, "Assistance Program Project Quarterly Status Report," dated 7-30-02, hereby incorporated by reference and available at the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) A Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), hereby incorporated by reference and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14, 3-25-21.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Reimbursement Request Form and required supporting documents, FIND Form No. 90-14 (effective date 7-30-02) hereby incorporated by reference and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02, Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 7-30-02), hereby incorporated by reference and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to \$7,500 per project, not to exceed \$22,500 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will not be counted by the District as exceeding \$10.00 per hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 7-30-02, Amended 4-24-06, 3-7-11, 3-25-21.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 (Small-Scale Derelict

Vessel Removal Program) (effective date 4-24-06), and FIND Form No. 01-06 (Small-Scale Derelict Vessel Removal Program – Project Cost Estimate), (effective date 4-24-06), hereby incorporated by reference and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to \$75,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14, 3-25-21.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to \$5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, online, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program. In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional \$5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional \$1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 3-7-11.

EXHIBIT C
FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor: _____

Project Title: _____ Project #: _____

Source of Matching Funds: _____

Amount of Matching Funds: _____

I hereby certify that the above referenced project Sponsor, as of October 01, 2022, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated _____.*

Project Liaison Name: _____

Project Liaison Signature: _____

Date: _____



*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT D

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM PAYMENT REIMBURSEMENT REQUEST FORM

PROJECT NAME: _____ PROJECT #: _____

PROJECT SPONSOR: _____ BILLING #: _____

Amount of Assistance A. _____
Less Previous Total Disbursements B. _____
and Less Previous Total Retainage _____
Held Balance Available = _____

Funds Requested This Disbursement

Funds Requested C. _____
Less Retainage (-10% unless final) D. _____
Check Amount = _____

Amount of Assistance _____
Less Total Prior and Current _____
Payments Including all retainage _____
held (B+C) = _____
= Balance Remaining

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Check No. Vendor Name and Date	Total Cost	Applicant Cost	FIND Cost
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EXHIBIT D (CONTINUED)

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost
---	-------------	-----------------------	---------------	-------------------	--------------

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison

Date

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM

Project Completion Certification

Sponsor: _____

Project Title: _____ Project #: _____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name: _____

Project Liaison Signature: _____

Date: _____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT F

**ASSISTANCE PROGRAM PROJECT
QUARTERLY STATUS REPORT**

PROJECT NO. _____

PROJECT TITLE: _____

PROJECT SPONSOR: _____

REPORT PERIOD

Oct 1-Dec 20__ ; Jan-March 20__ ; April-June 20__ ; July-Sept 20__
Report Due: (Dec 30) (March 30) (June 30) (Sep 30)

WORK ACCOMPLISHED:

PROBLEMS ENCOUNTERED:

PERCENTAGE COMPLETION:

OTHER NOTABLE ITEMS:

EXHIBIT G
ASSISTANCE PROJECT SCHEDULE

OCTOBER 2022-	Project Agreement Executed, Project Initiates.	
DECEMBER 30, 2022	First Quarterly Report Due. -	Use Quarterly Status Report Form Exhibit F http://www.aicw.org/assistance_programs/waterway_assistance_programs/index.php
MARCH 30 2023-	Second Quarterly Report Due.	
JUNE 30, 2023-	Third Quarterly Report Due.	
SEPTEMBER 30, 2023 -	Fourth Quarterly Report Due.	
DECEMBER 30, 2023	Fifth Quarterly Report Due.	
MARCH 30 2024-	Sixth Quarterly Report Due.	
JUNE 30, 2024-	Seventh Quarterly Report Due.	

NOTE: If the project will not be completed and all close out paperwork submitted by September 30th , a request for a 1-year extension of the completion date of the project should be submitted with the June 2024 quarterly report.

SEPTEMBER 1-30, 2024- Work on Closeout paperwork
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 90-13 (effective date 7-30-02), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.

SEPTEMBER 30, 2024 - End of Grant. All work must be complete closeout paperwork submitted.
October 2024- finish processing closeout paperwork, perform project inspection and submit final reimbursement check and coordinates check presentation with sponsor.

NOTE: ANY MODIFICATIONS to the PROJECT shall require advance notice and prior written approval of the District. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT H

http://www.aicw.org/studies_and_information/bids_files_plans_logos/logos.php#revize_document_center_rz617





Town of Palm Beach Shores
RFQ for Engineering Services
Selection Committee
October 20, 2022

The Selection Committee convened at 1 pm on October 20, 2022, in the Town Hall Commission Chambers. The Selection Committee consisted of Jerald Cohn, P&Z Chairman, Jude Goudreau, Town Clerk, and Wendy Wells, Town Administrator. Also present were Ricardo Baraybar of AE Engineering, Inc. and James Barton of Florida Technical Consultants, LLC.

The Town received complete and timely proposals from the following firms listed in the order they were received:

- Enginuity Group, Inc.
- Florida Technical Consultants, LLC
- Simmons & White, Inc.
- AE Engineering, Inc.

Following the opening of the sealed proposals, the selection committee was provided copies to review prior to the noticed meeting. The firms were ranked using the criteria set forth in RFQ No. ENG-22-01. Below are the rankings:

1. Simmons & White, Inc. (100 points)
2. Enginuity Group, Inc. (90 points)
3. Florida Technical Consultants, LLC (73 points)
4. AE Engineering, Inc. (63 points)

The Selection Committee recommends that the Town award contracts to the top three firms. These are also the firms that the Town currently utilizes for engineering services.

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 discharges located in the Town Drainage Easement Area is a good, safe, clean and orderly state of repair, condition and appearance. 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.

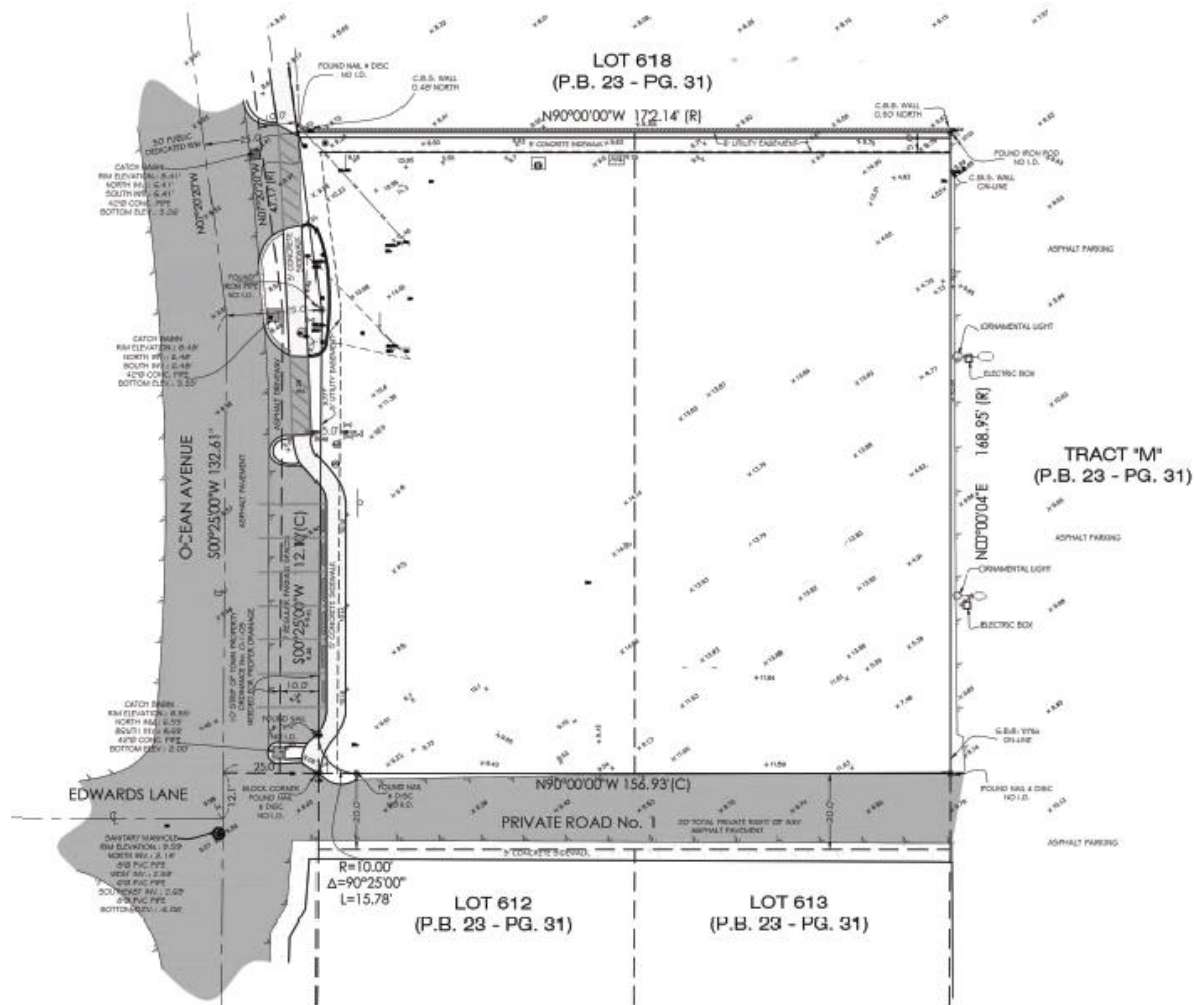


EXHIBIT "C"

TOWN DRAINAGE EASEMENT AREA

