

Monday, February 8, 2021
7:00 pm



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

**TOWN COMMISSION
WORKSHOP AGENDA**

Mayor Alan Fiers
Vice Mayor Roby DeReuil

Commissioner Bob Stanton
Commissioner Scott McCranels
Commissioner Open Seat

Keith Davis, Town Attorney
Town Administrator Wendy Wells
Town Clerk Evyonne Browning

PLEASE NOTE:

**THIS MEETING MAY BE CONDUCTED USING
COMMUNICATION MEDIA TECHNOLOGY**

<https://townofpalmbeachshores.my.webex.com/townofpalmbeachshores.my/j.php?MTID=m0ad547b861f458a8f0550c1c12761b5e>

Meeting Number: **132 642 3050**

Password: **0208**

To join meeting by phone (voice only)

Phone Number: +1-408-418-9388 United States Toll

Access Code: **132 642 3050**

Password: **0208**

The entire agenda packet is available on the Town's website: www.palmbeachshoresfl.us

1. **CALL TO ORDER**

- a. Pledge of Allegiance
- b. *Roll Call*

2. **APPROVAL OF MEETING AGENDA** (Additions, substitutions, deletions)

3. **PRESENTATIONS AND/OR DISCUSSIONS:**

- a. How to honor Chuck Platner
- b. Contacting AT&T customers about converting to the new fiber service
- c. Slow Moving Vehicles ("street legal" golf carts)
- d. New Signs – cost and reasons
- e. Public Works Director's salary
- f. South Florida Water Management District request for Water Conservation Proclamations: Water Reuse Week and Water Conservation Month
- g. Final payment to Viking
- h. Proof of Ownership: land east of the concrete pad, south of the Marriott line to the Inlet and to the ocean, terminating at the sand transfer plant.

4. **PUBLIC COMMENTS**

5. **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.

**Town of Palm Beach Shores
Signs**

Parkway

20 Each entrance from each street

^may be overkill

5 Fountain, Edwards, & Linda

Inlet Park Walkway

2 Entrance at parkway & at service road

Always Yield to Pedestrians

Dusk to Dawn:
NO Bicycles, Rollerblades,
Skates, Skateboards, or
Scooters.

Sec. 48-4(c)

Always Prohibited:
Motor Vehicles, Motorcycles,
Golf Carts, Motorized Bicycles,
Motorized Scooters, and
Quadricycles.

Sec. 48-4(a),(b),&(d)

Beach Walkover

1 Entrance at the parking lot

Beach Playground

2 North & South entrances

Closed Dusk to Dawn
Sec. 48-7

Community Center - Downstairs

2 front/center and from east end

Reservation of Downstairs
Picnic Area
Precludes Public Use.

Sec. 82-35

Closed Dusk to Dawn
Sec. 48-7

Service Road at the inlet

Historically used for unloading people/gear.
Continue to allowed?

**No Unauthorized Vehicles
Beyond This Gate**

NO Parking
Loading & Unloading Only

SUPPLEMENTAL EMPLOYMENT AGREEMENT

This **SUPPLEMENTAL EMPLOYMENT AGREEMENT** (this "Agreement") is entered into effective the ____ day of February, 2021 (the "Effective Date") by and between the Town of Palm Beach Shores, Florida (the "Town") and Alan Welch (the "Employee").

WHEREAS, the Employee and the Town wish to enter into this Agreement in order to set forth the terms of the Employee's supplemental employment by the Town.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Supplemental Position and Duties. The Town employs the Employee at present as its Public Works Director. The Employee's responsibilities in that position as Public Works Director shall remain unchanged and not be affected by this Agreement. The Town wishes to engage the Employee to perform additional services on the ongoing public works referred to as the Undergrounding Project. The Employee essentially will take over for the Project Manager/Engineer previously contracted with the Town. In this supplemental position the Town hereby agrees to employ the Employee, and the Employee hereby accepts employment with the Town coordinating the Undergrounding Project. The Employee will be reporting to the Mayor in this supplemental position. The Employee will perform all assigned duties and responsibilities and will have all authority inherent in this position. This may involve after-business-hours communications and work, as this is an ongoing project involving various project coordination tasks with FP&L, AT&T and Comcast.

2. Term of Agreement and Employment. The term of this Agreement shall begin on the Effective Date and continue until terminated by the Town in its discretion. As to this supplemental work, the Employee shall be employed on an at will basis.

3. Compensation. In exchange for the services rendered by the Employee during the term of this Agreement, the Town will pay the Employee for all applicable pay periods at the annual base rate of \$10,000 per year (the "Supplemental Base Salary"), which will be paid to the Employee until this Agreement is terminated. The Supplemental Base Salary shall be payable at such regular times and intervals as the Town customarily pays its employees, and subject to customary withholdings.

4. Benefits. The Employee will continue to be eligible for and will participate in any benefits plans available to employees of the Town, including any life insurance, disability, or other form of benefit plan or program of the Town, if any, now existing or that may be later adopted by the Town, based on the terms in those policies. There are no additional benefits afforded to the Employee by this Agreement.

5. Termination. The Town and Employee each acknowledge that either party has the right to terminate Employee's employment with the Town at any time for any reason whatsoever, with or without Cause or with or without advance notice. This at-will employment

relationship cannot be changed except in a dated writing signed by both the Mayor and the Employee.

6. Governing Law. This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Florida applicable to contracts executed and to be wholly performed within such State.

7. Entire Agreement. This Agreement constitutes the only written agreement between the Town and the Employee regarding the Employee's employment by the Town. This Agreement supersedes any and all other agreements and understandings, written or oral, between the Town and the Employee. A waiver by either party of any provision of this Agreement or any breach of such provision in an instance will not be deemed or construed to be a waiver of such provision for the future, or of any subsequent breach of such provision. This Agreement may be amended, modified or changed only by further written agreement between the Town and the Employee, duly executed by both parties as noted herein.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement under seal as of the date first above written.

TOWN:

By: _____
Alan Fiers, Mayor

EMPLOYEE:

Alan Welch

Proclamation
Town Commission
Town of Palm Beach Shores, FL

WHEREAS, safe, clean, and sustainable water resources are essential to Florida's environment, economy, citizens, and visitors; and

WHEREAS, although Florida's water supplies are finite, the state's population and need for water resources continue to increase; and

WHEREAS, water reuse provides a means for conserving and augmenting Florida's precious water resources and is key to the state's sustainable water future; and

WHEREAS, Florida has established the encouragement and promotion of water reuse as state objectives in Chapters 373 and 403, Florida Statutes, and

WHEREAS, Florida has risen to be the national leader in water reuse -- reusing 820 million gallons of reclaimed water per day to conserve freshwater supplies and replenish our rivers, streams, lakes, and aquifers; and

WHEREAS, Florida's permitted reuse capacity is more than 1.7 billion gallons per day (approximately 67 percent of Florida's total permitted capacity for all domestic wastewater treatment facilities); and

WHEREAS, WateReuse Florida, the state section of the WateReuse Association, has proclaimed the week of May 16-22, 2021 as Florida Water Reuse Week; and

WHEREAS, the Town of Palm Beach Shores has joined with WateReuse Florida, the Florida Department of Environmental Protection, and the South Florida Water Management District in encouraging and promoting water reuse and conservation; and

WHEREAS, the Town of Palm Beach Shores has implemented a water reuse program and encourages efficient and effective use of reclaimed water; and

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as the Mayor of the Town of Palm Beach Shores, hereby supports WateReuse Florida and proclaims May 16-22, 2021, as:

WATER REUSE WEEK

in the State of Florida. the Town of Palm Beach Shores, Florida is calling upon each citizen and business to help protect our precious water resources by practicing efficient and effective use reclaimed water.

Dated this ___ day of February 2021.

Alan Fiers, Mayor

(Seal)

Proclamation

Town Commission Town of Palm Beach Shores, FL

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, the State of Florida, Water Management Districts, and the Town of Palm Beach Shores are working together to increase awareness about the importance of water conservation; and

WHEREAS, The Town of Palm Beach Shores and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, the Town of Palm Beach Shores has always encouraged and supported water conservation, through various educational programs and special events; and

WHEREAS, every business, industry, municipality, and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, municipality, and citizen can help by saving water and thus promote a healthy economy and community; and

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as the Mayor and Commission of the Town of Palm Beach Shores, do hereby proclaim the month of April as:

Water Conservation Month

The Town of Palm Beach Shores, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

Dated this ____ day of February 2021.

Alan Fiers, Mayor

(Seal)