

Monday, November 18, 2019
6:00 pm



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

**TOWN COMMISSION
REGULAR MEETING AGENDA**

Mayor Myra Koutzen
Vice Mayor Gil Gilgallon

Commissioner Roby DeReuil
Commissioner Bob Stanton
Commissioner Brian Tyler

Town Attorney Keith Davis
Town Clerk Evyonne Browning
Assistant Clerk Gaudy Quesada

1. **CALL TO ORDER**
 - a. Pledge of Allegiance
 - b. Roll Call
2. **APPROVAL OF MEETING AGENDA** (Additions, substitutions, deletions)
3. **CONSENT AGENDA** (Items that do not need discussion, but require a vote)
 - a. October 21, 2019 Regular Commission Meeting Minutes.
 - b. Special Event SP19-13, December 7, 2019 Birthday Party – Scott Schroeder & Treasure Coast 99s from 4:00 pm to 10:00 pm with 80 to 100 participants.
 - c. Special Event SP19-21, November 28, 2019 Marriott Turkey Trot 5K from 9:00 am to 11:00 am with 150 to 200 participants.
 - d. Special Event SP19-22, December 24, 2019 Marriott Reindeer Run 5K from 9:00 am to 11:00 am with 150 to 200 participants.
 - e. Special Event SP19-25, February 24, 2020 Dog Festival on Town Walkway sponsored by PBS POA from 10:00 am to 2:00 pm with 150 participants.
4. **PRESENTATIONS/UPDATES**
 - a. Undergrounding update, including Undergrounding Utility Project Communications Companies payments. *(Danny Brannon)*
5. **DEPARTMENT AND BOARD REPORTS**
 - a. Financials
 1. Approval of Financial Report for Period ending October 31, 2019
 2. Approve Assigned Fund Balances at 9/30/19
 3. Approve Capital deletions for Fiscal Year ended 9/30/19
 4. Approve Use of Impact Fees *(Keith Davis, Town Attorney and Wendy Wells, Town Treasurer)*

- b. Staff Reports:
 - 1. Police Department
 - 2. Fire Department
 - 3. Public Works
 - 4. Town Clerk
 - 5. Town Attorney
- c. Planning & Zoning Report (verbal)
- d. Revenue Committee Report (verbal)

6. **COMMISSION REPORTS**

7. **PUBLIC COMMENTS**

PUBLIC PARTICIPATION AND OPPORTUNITY TO BE HEARD (Resolution R-7-13)

8. **UPDATES/DISCUSSIONS** (*Non-voting items*)

- a. Update on Overlay/Building Heights (*Josh Nichols, Zoning Official*)

9. **OTHER BUSINESS** (Any regular business requiring a vote)

- a. Approve Agreement with Image Janitorial Services, Inc. (*Alan Welch*)
- b. Beach Cabana Contract (*Mayor Koutzen*)
- d. Potential date change for January 20, 2020 due to Martin Luther King Day (Suggested date January 27, 2020)
- e. Potential date change for February 17, 2020 due to President's Day (Suggested date February 24, 2020)

10. **ORDINANCES AND RESOLUTIONS**

- a. **Resolution R-17-19**, A Resolution supporting efforts to remove State Statute Preemptions of Local Law Relating to Regulation of Auxiliary Containers, Wrappings or Plastic Bags or Use or Sale of Polystyrene. (*Presented by Mayor Koutzen*)
- b. **Resolution R-18-19**, A Resolution amending the Operating Budget for Fiscal Year 2018/19. (*Wendy Wells, Town Treasurer*)
- c. **Resolution R-19-19**, A Resolution amending the Operating Budget for Fiscal 2019/20. (*Wendy Wells, Town Treasurer*)

- d. **Ordinance O-17-19**, AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF PALM BEACH SHORES AT CHAPTER 22. ELECTIONS. SECTION 22-9. TO PROVIDE A MUNICIPAL ELECTION DATE AND RUN-OFF ELECTION DATE FOR THE 2020 TOWN MUNICIPAL ELECTION CONCURRENTLY WITH THE 2020 PRESIDENTIAL PREFERENCE PRIMARY ELECTION. (Second Reading). *(Presented by Town Attorney, Keith Davis)*

11. **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, FLORIDA
REGULAR COMMISSION MEETING MINUTES
October 21, 2019**

Mayor Koutzen called the meeting to order at 6:00 pm. The meeting was held at Town Hall, 247 Edwards Lane, Palm Beach Shores, FL 33404.

Town Clerk Browning called the roll and those present were Mayor Myra Koutzen, Vice Mayor Gil Gilgallon, Commissioner Roby DeReuil, Commissioner Brian Tyler and Commissioner Bob Stanton. Also present were Police Chief Langevin, Fire Chief Steedman, Public Works Director Welch, Town Attorney Davis, Zoning Official Josh Nichols, Town Engineer Rob Rennebaum, Town Clerk Browning, and Assistant Clerk Gaudy Quesada.

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

MOTION: Commissioner Tyler moved to approve the meeting agenda as printed.

SECOND: Vice Mayor Gilgallon seconded the motion.

VOTE: **Gilgallon: YES**
 DeReuil: YES
 Tyler: YES
 Stanton: YES
 Koutzen: YES **The Motion Passed Unanimously**

2. **CONSENT AGENDA** (Items that do not need discussion, but require a vote)

- a. September 17, 2019 Regular Commission Meeting Minutes.
- b. September 17, 2019 Budget Hearing No. 2 Meeting Minutes.

MOTION: Commissioner Stanton moved to approve the consent agenda as printed.

SECOND: Commissioner DeReuil seconded the motion.

VOTE: **Gilgallon: YES**
 DeReuil: YES
 Tyler: YES
 Stanton: YES
 Koutzen: YES **The Motion Passed Unanimously**

3. **PRESENTATIONS/UPDATES**

- a. Undergrounding update, including Undergrounding Utility Project Communications Companies payments, and AT &T. **Presented by Danny Brannon**
Note: The Commission gave direction to pay \$490,000.00 to Comcast for their portion of the Undergrounding project.
- b. The Town's participation in the 2020 Federal Census **Presented by Mary Stanton and Sandy Goodman.** **Additional information will be provided at the November 11, 2019 POA Meeting.**

4. **DEPARTMENT AND BOARD REPORTS**

a. Financials

1. Approval of Financial Report for Period ending September 30, 2019

MOTION: Vice Mayor Gilgallon moved to approve the final report as printed.

SECOND: Commissioner Tyler seconded the motion.

VOTE: Gilgallon: YES

DeReuil: YES

Tyler: YES

Stanton: YES

Koutzen: YES

The Motion Passed Unanimously

- b. Staff Reports: Police Chief Langevin, Fire Chief Steedman, and Public Works Director Welch gave brief overviews of their departments for the month of September 2019.

- c. There was no Planning & Zoning Report.

- d. There was no Revenue Committee Report.

5. **COMMISSION REPORTS**

- a. Mayor Koutzen reminded everyone that the POA Tailgate party is Saturday at 5:30 pm. She also reminded everyone that the St. Patrick's Day parade will be March 14, 2020.

6. **PUBLIC COMMENTS**

PUBLIC PARTICIPATION AND OPPORTUNITY TO BE HEARD (Resolution R-7-13)

- a. Resident Elizabeth Kuechenmeister wanted to educate everyone that what we call "the Tiki Hut" should be called "Chickee Hut."

7. **UPDATES/DISCUSSIONS** *(Non-voting items)*

- a. Update on 118 Cascade Lane. [Presented by Keith Davis, Town Attorney](#). Note: The full update is recorded and available by request through the Town Clerk's office.
- b. District "C" Overlay discussion. [Presented by Keith Davis, Town Attorney and Josh Nichols, Zoning Official](#). Note: The full discussion is recorded and available by request through the Town Clerk's office.
- c. Town Drainage update [Presented by Rob Rennebaum, Town Engineer](#). Note: The full update is recorded and available by request through the Town Clerk's office.

8. **OTHER BUSINESS** (Any regular business requiring a vote)

- a. Approve Agreement with Diversified Building Department Management (*Mayor Koutzen*)

MOTION: Commissioner DeReuil moved to approve the agreement as presented.

SECOND: Vice Mayor Gilgallon seconded the motion.

VOTE: Gilgallon: YES

DeReuil: YES

Tyler: YES

Stanton: YES

Koutzen: YES

The Motion Passed Unanimously

- b. Approve Landscaping Contract (*Alan Welch*)

MOTION: Vice Mayor Gilgallon moved to approve staff to finalize a 3 year contract with Brightview with the amount stated in their bid package with a 3% annual increase.

SECOND: Commissioner Stanton seconded the motion.

VOTE: Gilgallon: YES

DeReuil: YES

Tyler: YES

Stanton: YES

Koutzen: YES

The Motion Passed Unanimously

- c. Approval to move forward with an RFP for the Flapper Valve project (*Alan Welch*).

MOTION: Commissioner Tyler moved to move forward with the project as presented.

SECOND: Vice Mayor Gilgallon seconded the motion.

VOTE: Gilgallon: YES

DeReuil: YES

Tyler: YES

Stanton: YES

Koutzen: YES

The Motion Passed Unanimously

- d. Approval to move forward with an RFP to repair the Beach Bathrooms (*Alan Welch*).

MOTION: Commissioner Stanton moved to approve an RFP to repair the Beach Bathrooms as presented.

SECOND: Vice Mayor Gilgallon seconded the motion.

VOTE: Gilgallon: YES

DeReuil: YES

Tyler: YES

Stanton: YES

Koutzen: YES

The Motion Passed Unanimously

- e. Approval to add Elizabeth Kuechenmeister to the Town's Revenue Planning Committee
(Mayor Koutzen)

MOTION: Vice Mayor Gilgallon moved to add Elizabeth Kuechenmeister to the Committee.

SECOND: Commissioner DeReuil seconded the motion.

VOTE: **Gilgallon: YES**
 DeReuil: YES
 Tyler: YES
 Stanton: YES
 Koutzen: YES **The Motion Passed Unanimously**

- f. Approval to add Frank Zizzamia to the Town's Revenue Planning Committee *(Mayor Koutzen)*

MOTION: Commissioner Stanton moved to add Frank Zizzamia to the Committee.

SECOND: Commissioner DeReuil seconded the motion.

VOTE: **Gilgallon: YES**
 DeReuil: YES
 Tyler: YES
 Stanton: YES
 Koutzen: YES **The Motion Passed Unanimously**

9. ORDINANCES AND RESOLUTIONS

- a. **Resolution R-15-19**, A Resolution of the Town Commission to appoint Nina Lammert as a full member to the Planning and Zoning Board pursuant to Section 3.10 of the Town Charter and Sec. 2-51 of the Town Code of Ordinances. *(Presented by Town Attorney, Keith Davis)*

MOTION: Vice Mayor Gilgallon moved to appoint Nina Lammert as a full member to the Planning & Zoning Board.

SECOND: Commissioner DeReuil seconded the motion.

VOTE: **Gilgallon: YES**
 DeReuil: YES
 Tyler: YES
 Stanton: YES
 Koutzen: YES **The Motion Passed Unanimously**

- b. **Resolution R-16-19**, Adopting the 2020 Revised PBC Local Mitigation Strategy Plan.
(Presented by Town Attorney, Keith Davis)

MOTION: Commissioner Stanton moved to adopt the Plan as presented by the Town Attorney.

SECOND: Vice Mayor Gilgallon seconded the motion.

VOTE: **Gilgallon: YES**

DeReuil: YES

Tyler: YES

Stanton: YES

Koutzen: YES The Motion Passed Unanimously

- c. **Ordinance O-17-19**, AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF PALM BEACH SHORES AT CHAPTER 22. ELECTIONS. SECTION 22-9. TO PROVIDE A MUNICIPAL ELECTION DATE AND RUN-OFF ELECTION DATE FOR THE 2020 TOWN MUNICIPAL ELECTION CONCURRENTLY WITH THE 2020 PRESIDENTIAL PREFERENCE PRIMARY ELECTION. (**First Reading**). *(Presented by Town Attorney, Keith Davis)*

MOTION: Vice Mayor Gilgallon moved to approve the first reading of Ordinance O-17-19 as read by the Town Attorney.

SECOND: Commissioner DeReuil seconded the motion.

VOTE: **Gilgallon: YES**

DeReuil: YES

Tyler: YES

Stanton: YES

Koutzen: YES The Motion Passed Unanimously

10. **ADJOURNMENT**

Mayor Koutzen adjourned the meeting at 7:52 pm.

APPROVED this 18th day of November 2019

ATTEST:

Myra Koutzen, Mayor

Evyonne Browning, Town Clerk

(Seal)

DATE SUBMITTED AUG 20 2019

PERMIT NO. SP19-13

BY:


Town of Palm Beach Shores

**APPLICATION FOR
SPECIAL EVENTS PERMIT**
(Section 18-27 of Town Code)

Type of event: Birthday Party Location: 2nd floor

Sponsor: Scott Schroeder & Treasure Coast 99s Telephone: 561-308-2020

Property owner's consent and acknowledgement of responsibility:

Signature: 

Date and Time 12/7/19 4:00pm Time it ends: 10:00 pm

Number of participants: 80 to 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:

NONE

Permit fee \$50 ✓ (Untimely application \$150) Receipt # 13129

APPROVED:

Fire Department: Police Department:

Number of off-duty officers required:

Date of Commission Review: Nov. 12, 2019 Approved:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/27/2019

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 East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945		CONTACT NAME: Will Maddux PHONE (A/C, No, Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com FAX (A/C, No):	
INSURED E. Scott Schroeder 225 Linda Ln Palm Beach Shores FL 33404		INSURER(S) AFFORDING COVERAGE INSURER A : Evanston Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 35378	

COVERAGES**CERTIFICATE NUMBER:****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 INSD	SUBR 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"/> Host Liquor Liability <input type="checkbox"/> Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		3DS5468-M2616188	12/07/2019 12:01 AM	12/08/2019 12:01 AM	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Deductible \$ 1,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> 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						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19.
Attendance: 80. Event Type: Birthday Party - No Charge for Admission / Invite Only.

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach Shores Community Center 90 Edwards Ln West Palm Beach, FL 33404	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

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Palm Beach Shores Community Center
90 Edwards Ln
West Palm Beach,, FL 33404

- A.** Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph 1. or 2. of Section II – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B.** With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

RECEIVED
DATE SUBMITTED OCT 22 2019
BY: _____

PERMIT NO. SP19-21

Town of Palm Beach Shores

**APPLICATION FOR
SPECIAL EVENTS PERMIT**
(Section 18-27 of Town Code)

Type of event: Turkey Trot 5K Location: 71 S Ocean Ave
Sponsor: Marriott's Ocean Pointe Telephone: 561-882-3000

Property owner's consent and acknowledgement of responsibility:

Signature: [Signature]

Date and Time Nov 28, 2019 9am Time it ends: 11am

Number of participants: 150-200

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 # 13107

APPROVED:

Fire Department: _____ Police Department: _____

Number of off-duty officers required: _____

Date of Commission Review: Nov 18, 2019 Approved: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/05/2017

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 Marsh USA, Inc. 3031 N. Rocky Point Drive West, Suite 700 Tampa, FL 33607 Attn: tampa.certrequest@marsh.com 176215-Std*-Cas-17-18	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance Company INSURER B: N/A INSURER C: N/A INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 23035 N/A N/A
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COVERAGES **CERTIFICATE NUMBER:** ATL-004755173-01 **REVISION NUMBER:** 3

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 INSD	SUBR VVD	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"/> \$500 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			TB2651283929127	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PER LOCATION AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Re: November (Turkey Trot) 11/23 and December (Reindeer Run.) 12/24

Certificate Holder is recognized as an Additional Insured with regards to General Liability, where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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

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

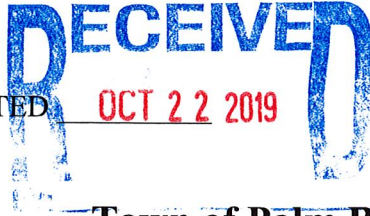
AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Susan B. Vignone

Susan B. Vignone

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DATE SUBMITTED OCT 22 2019

PERMIT NO. SPP-22


Town of Palm Beach Shores

**APPLICATION FOR
SPECIAL EVENTS PERMIT**
(Section 18-27 of Town Code)

Type of event: Reindeer Run 5K Location: 715 Ocean Ave

Sponsor: Marniott's Ocean Pointe Telephone: 561-882-3000

Property owner's consent and acknowledgement of responsibility:

Signature: 

Date and Time Dec 24, 2019 9am Time it ends: 11am

Number of participants: 150-200

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 # 13107

APPROVED:

Fire Department: _____ Police Department: _____

Number of off-duty officers required: _____

Date of Commission Review: Nov. 18, 2019 Approved: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/05/2017

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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 Marsh USA, Inc. 3031 N. Rocky Point Drive West, Suite 700 Tampa, FL 33607 Attn: tampa.certrequest@marsh.com	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
176215-Std*-Cas-17-18	INSURER(S) AFFORDING COVERAGE	
INSURED Marriott Vacations Worldwide Corporation dba Marriott Vacation Club International 6649 Westwood Boulevard Orlando, FL 32821	INSURER A : Liberty Mutual Fire Insurance Company	NAIC # 23035
	INSURER B : N/A	N/A
	INSURER C : N/A	N/A
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** ATL-004755173-01 **REVISION NUMBER:** 3

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 INSD	SUBR 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"/> \$500 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TB2651283929127	10/01/2017	10/01/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 2,500
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 15,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							PER LOCATION AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	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				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Re: November (Turkey Trot) 11/23 and December (Reindeer Run.) 12/24

Certificate Holder is recognized as an Additional Insured with regards to General Liability, where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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

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
of Marsh USA Inc.

Susan B. Vignone

Susan B. Vignone

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Item 3e
11 18 19

DATE SUBMITTED

1/13/19

PERMIT NO.

SP19-25

Town of Palm Beach Shores

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

*see attached
for additional
explanation.*

Type of event: Dog Festival Location: Walkway

Sponsor: PBS/PDA Telephone: 860-305-8275

Property owner's consent and acknowledgement of responsibility:

Frank Zizzamia

Signature:

Frank M. Zizzamia

Date and Time 2/29/2020

Time it ends: 10AM - 2PM

Number of participants: est: 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:

please see attached additional documentation.

Permit fee \$50 ☒ (Untimely application \$150 ☐) Receipt # 13195

APPROVED:

Fire Department: _____

Police Department: _____

Number of off-duty officers required: _____

Date of Commission Review: Nov 18, 2019 Approved: _____

Town of Palm Beach Shores
Application for Special Events Permit

SUPPLEMENT

Type of Event: Outdoor Dog Festival

Location: The Walk Way in-between Tacoma and Claremont

Sponsor: Property Owners Association

Telephone: 860-305-8275 (Zizzamia)

Date and Time: Feb 29, 2020. Time from 10:00 AM – 2:00 PM

9 :00 – 10:00	vendor setup
10:30 – 11:00	open time to view vendor booths
11:00 – 11:30	opening act
11:30 – 12:30	dog parade on stage
12:30 – 1:00	photography presentation
1:00 - 2:00	open time to view vendor booths
2:00 - 3:00	vendor breakdown

Number of Participants: We estimate there will be fifty (50) dogs and a total of 150 people attending the event.

Insurance: Insurance is an outstanding item. We were hoping to secure it through association with the Rotary Club but that has not been confirmed. We may need to purchase it thru the town.

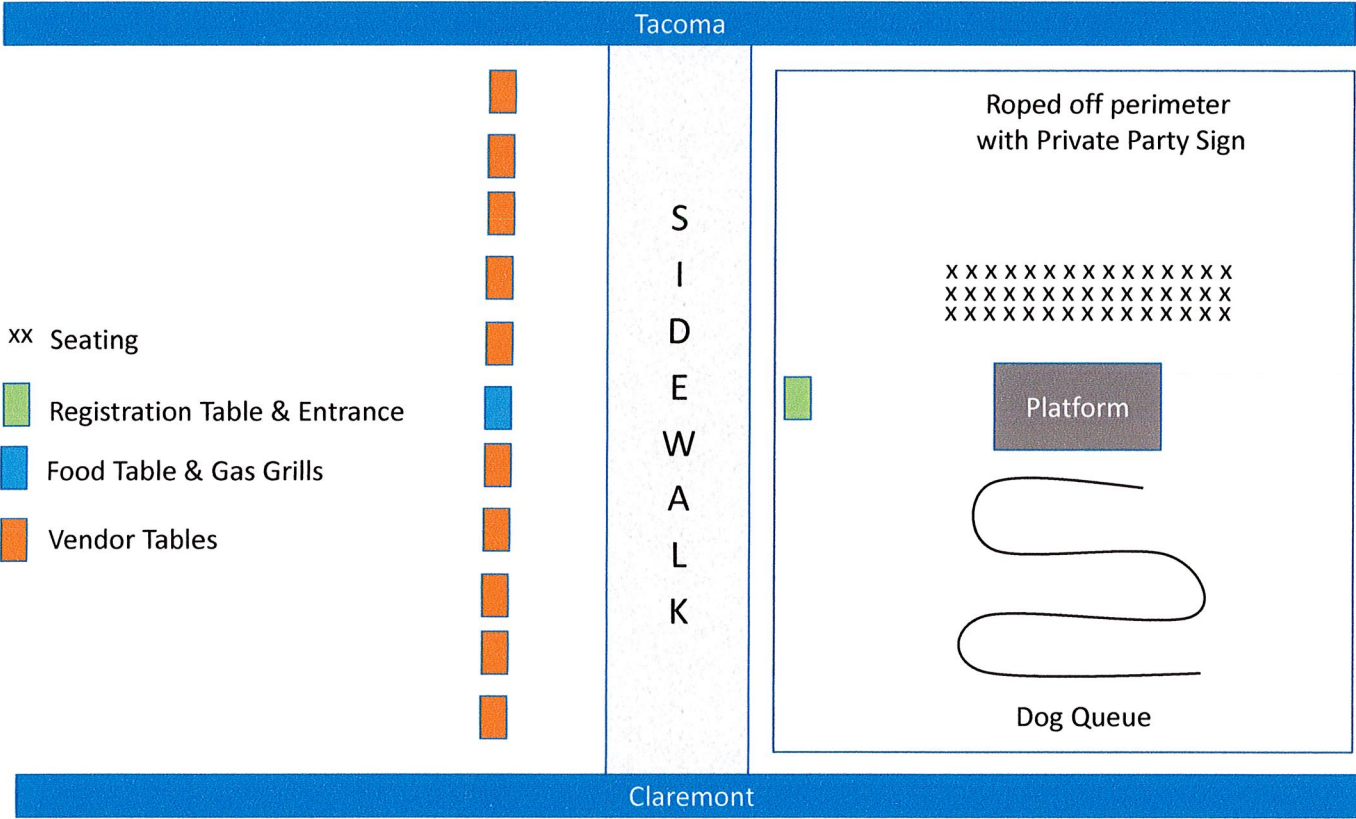
Please indicate any traffic.....: Sergeant Langevin has agreed to install two diagonal barriers on Tacoma to allow one car traffic in order to slow the traffic flow. This will provide a level of safety access for people who park in the Town parking lot. We will also need Town Maintenance to deliver the tables and garbage cans to the event at approximately 8AM and pick them up at approximately 3PM. There should be a police presence at the event for safety purposes.

Parking: We expect most participants/visitors to walk to the event. But there will also be some parking available at the Town Hall parking lot and at the Community Center parking lot.

High Level Description:

- We plan to stake/ribbon off the east side of the walkway between Claremont and Tacoma. The area will be marked as "Private Event".
- The west side of the walkway between Claremont and Tacoma will be accessible to everyone and will house the vendor tables and the food concession.
- Alan has said he can donate tables, trash bins, and appropriate resources.
- We will rent chairs and a wooded stage.

- We will secure a sound system for the MC that does not require an electrical cord or extension.
- Vendors will include dog themed businesses, e.g., groomers, trainers, photographers, etc.
- The Sail Fish Marina has agreed to donate the food, beverage, and setups.
- We will have a registration form for anyone who wishes to enter the private event space with a dog.
- We will have a vendor agreement form that defines the responsibilities of the POA and of the vendors.





Palm Beach Shores DOG FESTIVAL
Saturday Feb 29, 2019
Walkway between Tacoma and Claremont
Festival Hours: 10:00am-2:00pm

Dear Sponsors and Exhibitors (the **"Vendors"**),

Thank you for your participation in the Palm Beach Shores first annual DOG FESTIVAL!

Festival & Parking Details:

- The Dog Festival (the **"Festival"**) will be held on the central green walkway thru town between Tacoma Lane and Claremont Lane.
- The west side of the walkway will be reserved for the vendor space.
- The east side of the walkway will be roped off and reserved for the stage, chairs, etc.
- Traffic on Tacoma Lane will be controlled with two funnel barriers by the Police.
- On the day of the Event, you can park and unload on Claremont or as directed by the Police. Once you unload you should park your vehicle in the town parking lot on Edwards Lane or as otherwise directed by the Police. We will have volunteers available to help the Vendors unload and load before and after the Event. Note there is no parking on any streets in Palm Beach Shores.
- Vendor setup will be between 8AM – 9AM and breakdown can begin at 2PM.
- The Palm Beach Shores Property Owners Association (the **"POA"**) can provide the vendor with a table and chairs. Please advise if you will need either one.
- The vendor will need to provide their own dolly for their booth set-up.
- No beverages are to be sold by the vendors.
- Attached is a high-level schematic of the Event space. Vendor placement will be on a first come basis.
- Please advise as to the size requirements for your booth so the POA can ensure you are properly accommodated. The POA reserves the right to negotiate your space requirements as needed.
- Your contacts are: Frank Zizzamia fzizzamia@comcast.net 860-305-8275 and Carol McKenna mckennacarol82@gmail.com 914-318-9848

Vendor Fees

- There is no cost to the vendor for their allocated vendor space. We do request a \$50 deposit to reserve your participation that will be fully refunded the day of the Event once the vendor has

arrived and setup. If the Event is cancelled by the POA the \$50 deposit will be fully refunded to the vendor. Note space will be limited to approximately 15 (fifteen) vendors so please secure your reservation as soon as possible.

- You can mail your \$50 refundable deposit to Frank Zizzamia 224 Bravado Lane, Palm Beach Shores, FL 33404. Please make the check out to Palm Beach Shores POA.

If you have any questions regarding the POA Dog Festival please contact either Frank or Carol as listed above.

TOWN OF PALM BEACH SHORES MONTHLY FINANCIAL REPORT

	CASH & INVESTMENTS		R E V E N U E			
			BUDGET	CURRENT	YEAR TO DATE	% OF BUDGET
9/30/2019	\$ 3,090,996		\$ 5,483,468	\$ 175,675	\$ 5,665,728	103%
10/31/2019	\$ 2,593,552		\$ 5,427,660	\$ 59,577	\$ 59,577	1%
10/31/2018	\$ 2,281,567		\$ 5,149,810	\$ 93,173	\$ 93,173	2%
11/30/2019						
12/31/2019						
1/31/2020						
2/29/2020						
3/31/2020						
4/30/2020						
5/31/2020						
6/30/2020						
7/31/2020						
8/31/2020						
9/30/2020						

	E X P E N D I T U R E S					
	BUDGET	DISBURSEMENTS	ACCRUALS	CURRENT EXP	YEAR TO DATE	% OF BUDGET
9/30/2019	\$ 5,483,468	\$ 395,603	\$ 62,282	\$ 457,885	\$ 5,085,531	93%
10/31/2019	\$ 5,427,660	\$ 643,149	\$ 10,998	\$ 654,148	\$ 654,148	12%
10/31/2018	\$ 5,149,810	\$ 362,599	\$ 15,184	\$ 377,782	\$ 377,782	7%
11/30/2019						
12/31/2019						
1/31/2020						
2/29/2020						
3/31/2020						
4/30/2020						
5/31/2020						
6/30/2020						
7/31/2020						
8/31/2020						
9/30/2020						

Town of Palm Beach Shores
Disbursements - October 2019

Check #	Type	Date	Vendor Name	Amount
1296	C	10/3/2019	324 AC Enforcement, Inc.	\$ 550.00
1297	C	10/3/2019	37 Bass Property Maintenance, Inc.	\$ 4,055.83
1298	C	10/3/2019	673 Bishop's Water Company	\$ 736.00
1299	C	10/3/2019	52 Comcast	\$ 18.75
1300	C	10/3/2019	708 Dilo Fire Alarms Inc	\$ 234.51
1301	C	10/3/2019	746 Essential Net Solutions	\$ 2,802.30
1302	C	10/3/2019	271 Evyonne Browning	\$ 480.00
1303	C	10/3/2019	65 Federal Background Services, Inc.	\$ 50.00
1304	C	10/3/2019	659 Image Companies	\$ 500.00
1305	C	10/3/2019	313 Marine Rescue Products	\$ 64.00
1306	C	10/3/2019	806 Minuteman Press of North Palm Beach	\$ 69.00
1307	C	10/3/2019	735 Nicole Wilson	\$ 74.64
1308	C	10/3/2019	224 Northern PBC Improvement District	\$ 600.00
1309	C	10/3/2019	695 PBC Municipal Clerk's Association	\$ 35.00
1310	C	10/3/2019	137 Professional ID Cards	\$ 13.00
1311	C	10/3/2019	821 Robert Villagomez	\$ 37.26
1312	C	10/3/2019	118 Steve Langevin	\$ 420.00
1313	C	10/3/2019	100 Toshiba Business Solutions	\$ 855.33
1314	C	10/3/2019	592 Trevor Steedman	\$ 81.46
1315	C	10/3/2019	348 United Lighting Sales Inc.	\$ 631.22
1316	C	10/3/2019	290 Westside Reprographics, Inc.	\$ 214.56
1317	C	10/3/2019	26 CASH	\$ 99.76
1318	C	10/10/2019	5 AFLAC	\$ 337.36
1319	C	10/10/2019	213 All Around Fun	\$ 190.00
1320	C	10/10/2019	801 America's Office Source	\$ 158.58
1321	C	10/10/2019	783 ArchiveSocial	\$ 2,388.00
1322	C	10/10/2019	823 AT&T Mobility	\$ 54.97
1323	C	10/10/2019	666 Bound Tree Medical	\$ 494.78
1324	C	10/10/2019	129 Darrell Russian	\$ 50.00
1325	C	10/10/2019	107 Davis and Ashton, P.A.	\$ 6,505.20
1326	C	10/10/2019	65 Federal Background Services, Inc.	\$ 100.00
1327	C	10/10/2019	75 FL Municipal Insurance Trust	\$ 61,938.00
1328	C	10/10/2019	80 FL Public Utilities	\$ 154.91
1329	C	10/10/2019	116 GateHouse West Palm Beach - Adv	\$ 1,726.88
1330	C	10/10/2019	830 Mary Boeckler	\$ 76.33
1331	C	10/10/2019	735 Nicole Wilson	\$ 16.48
1332	C	10/10/2019	16 Palmdale Oil Company, Inc.	\$ 1,379.47
1333	C	10/10/2019	25 Palm Beach Shores Volunteer Fire Dept.	\$ 8,814.95
1334	C	10/10/2019	771 Rocky's Pool Service, Inc.	\$ 150.00
1335	C	10/10/2019	520 SAFEbuilt, LLC	\$ 7,602.00
1336	C	10/10/2019	516 Schmidt Nichols	\$ 724.55
1337	C	10/10/2019	759 Taylor Engineering Inc	\$ 4,114.75
1338	C	10/10/2019	104 Waste Management	\$ 10,824.79

Town of Palm Beach Shores
Disbursements - October 2019

Check #	Type	Date	Vendor Name	Amount
1339	C	10/10/2019	856 Wendy Wells	\$ 50.19
1340	C	10/10/2019	290 Westside Reprographics, Inc.	\$ 58.05
1341	C	10/17/2019	553 AIRGAS USA, LLC	\$ 232.69
1342	C	10/17/2019	114 Albatross Supply	\$ 3,301.51
1343	C	10/17/2019	737 AT&T	\$ 244.87
1344	C	10/17/2019	823 AT&T Mobility	\$ 527.34
1345	C	10/17/2019	37 Bass Property Maintenance, Inc.	\$ 420.00
1346	C	10/17/2019	47 Board of County Commissioners	\$ 69.92
1347	C	10/17/2019	225 C&T Auto Care	\$ 577.64
1348	C	10/17/2019	859 Carpenter Electric, Inc.	\$ 7,088.79
1349	C	10/17/2019	13 City Maintenance Supply	\$ 1,504.15
1350	C	10/17/2019	52 Comcast	\$ 69.95
1351	C	10/17/2019	52 Comcast	\$ 108.04
1352	C	10/17/2019	52 Comcast	\$ 108.04
1353	C	10/17/2019	52 Comcast	\$ 108.04
1354	C	10/17/2019	52 Comcast	\$ 7.91
1355	C	10/17/2019	849 ESO Solutions	\$ 4,702.00
1356	C	10/17/2019	240 Everglades Equipment Group	\$ 132.35
1357	C	10/17/2019	67 Ferrellgas	\$ 154.95
1358	C	10/17/2019	480 Fink Golf Cars	\$ 225.98
1359	C	10/17/2019	672 Florida League of Cities	\$ 495.00
1360	C	10/17/2019	606 Florida Municipal Insurance Trust	\$ 1,200.00
1361	C	10/17/2019	116 GateHouse West Palm Beach - Adv	\$ 840.00
1362	C	10/17/2019	558 Gil Gilgallon	\$ 150.00
1363	C	10/17/2019	679 Keehn Emergency Medical Services, Inc	\$ 1,500.00
1364	C	10/17/2019	846 Legacy Contracting Solutions	\$ 2,090.95
1365	C	10/17/2019	250 M&S Body Collision Inc	\$ 1,305.33
1366	C	10/17/2019	10 Municipal Code Corporation	\$ 700.00
1367	C	10/17/2019	15 Oceanside Beach Service Inc	\$ 2,450.00
1368	C	10/17/2019	858 Palm Beach County Sheriff's Office	\$ 137,364.82
1369	C	10/17/2019	30 Poly Systems Company	\$ 950.00
1370	C	10/17/2019	831 Randy's Plumbing, LLC	\$ 760.00
1371	C	10/17/2019	219 Town of Lantana	\$ 1,000.00
1372	C	10/17/2019	101 Verizon Wireless	\$ 5.34
1373	C	10/17/2019	640 Ward-Damon Attorney	\$ 647.16
1374	C	10/17/2019	290 Westside Reprographics, Inc.	\$ 328.21
1375	C	10/17/2019	110 Xpert elevator Services, Inc.	\$ 375.00
1376	C	10/24/2019	47 Board of County Commissioners	\$ 5,415.00
1377	C	10/24/2019	228 Channel Innovations Corp.	\$ 589.18
1378	C	10/24/2019	32 City of Riviera Beach	\$ 2,625.71
1379	C	10/24/2019	754 Debbie Chase	\$ 112.98
1380	C	10/24/2019	606 Florida Municipal Insurance Trust	\$ 13.34

Town of Palm Beach Shores
Disbursements - October 2019

Check #	Type	Date	Vendor Name	Amount
1381	C	10/24/2019	71 FL Power & Light	\$ 3,082.41
1382	C	10/24/2019	95 Lowes	\$ 1,024.65
1383	C	10/24/2019	633 Power Equipment Experts, Inc	\$ 48.20
1384	C	10/24/2019	134 United Systems Technology. Inc.	\$ 150.00
1385	C	10/24/2019	104 Waste Management	\$ 2,906.56
1387	C	10/31/2019	225 C&T Auto Care	\$ 601.58
1388	C	10/31/2019	52 Comcast	\$ 19.95
1389	C	10/31/2019	790 Galls, LLC	\$ 419.73
1390	C	10/31/2019	116 GateHouse West Palm Beach - Adv	\$ 378.40
1391	C	10/31/2019	676 Guardian	\$ 1,392.87
1392	C	10/31/2019	659 Image Companies	\$ 725.00
1393	C	10/31/2019	529 Joe Olivera	\$ 200.00
1394	C	10/31/2019	755 Laurie Rawdon	\$ 110.31
1395	C	10/31/2019	836 RIPPrint, LLC	\$ 560.00
1396	C	10/31/2019	759 Taylor Engineering Inc	\$ 3,095.50
1397	C	10/31/2019	592 Trevor Steedman	\$ 81.46
1398	C	10/31/2019	290 Westside Reprographics, Inc.	\$ 612.83
ADP, LLC	E	10/4/2019	697 ADP, LLC	\$ 143.35
ADP, LLC	E	10/29/2019	697 ADP, LLC	\$ 139.75
Blue Cross Blue Sh	E	10/31/2019	127 Blue Cross Blue Shield of Florida, Inc.	\$ 14,225.52
CenterState Bank	E	10/1/2019	857 CenterState Bank NA	\$ 107,400.00
FRS	E	10/1/2019	172 FRS	\$ 35,658.30
ADP Wages	E	10/11/2019	PR PBS Payroll	\$ 58,215.29
ADP Taxes	E	10/11/2019	PR PBS Payroll Taxes	\$ 20,193.68
ADP Wages	E	10/25/2019	PR PBS Payroll	\$ 66,140.09
ADP Taxes	E	10/25/2019	PR PBS Payroll Taxes	\$ 24,647.06
Viking Utility Inc.	E	10/29/2019	832 Viking Utility Inc.	\$ 141,138.49
				\$ 784,346.03

General Fund	\$ 643,149.49
Underground Utilities Fund	\$ 141,196.54
Total	\$ 784,346.03

Town of Palm Beach Shores
Budget Summary Report
October 2019

			<i>Oct Benchmark</i>	<i>8.3%</i>
	BUDGET	YTD	Favorable(Unfav)	%
REVENUE				
Revenue (without appr'd F/B)	\$ 5,231,085.00	\$ 59,577.14	\$ (5,171,507.86)	1.1%
Appropriated Fund Balance	196,575.00	-	(196,575.00)	
TOTAL REVENUE	\$ 5,427,660.00	\$ 59,577.14	\$ (5,368,082.86)	1.1%

EXPENDITURES BY DEPARTMENT		% of total		% of total		
Administration	\$ 505,220.00	9%	\$ 34,644.01	5%	\$ 470,575.99	6.9%
Legal	116,000.00	2%	-	0%	116,000.00	0.0%
Public Works	322,358.00	6%	18,076.77	3%	304,281.23	5.6%
Police	1,699,868.00	31%	259,154.32	40%	1,440,713.68	15.2%
Fire	678,169.00	12%	45,234.70	7%	632,934.30	6.7%
Building	226,475.00	4%	10,064.49	2%	216,410.51	4.4%
Emergency Disaster	-	0%	-	0%	-	0.0%
Solid Waste	197,000.00	4%	4,468.43	1%	192,531.57	2.3%
911 Dispatch	33,209.00	1%	31,411.63	5%	1,797.37	94.6%
Legislative	12,410.00	0%	2,113.95	0%	10,296.05	17.0%
Streets/Storm Sewers	19,125.00	0%	3,031.96	0%	16,093.04	15.9%
Parks	133,150.00	2%	6,073.69	1%	127,076.31	4.6%
Beach	99,329.00	2%	7,761.26	1%	91,567.74	7.8%
Lift Stations/Sewer Service	22,975.00	0%	1,192.59	0%	21,782.41	5.2%
Contingencies	85,000.00	2%	-	0%	85,000.00	0.0%
Debt Service	355,328.00	7%	107,400.00	16%	247,928.00	30.2%
Emergency Medical Services	331,654.00	6%	27,029.61	4%	304,624.39	8.1%
Community Center	46,665.00	1%	8,138.81	1%	38,526.19	17.4%
Risk Management	90,925.00	2%	63,151.34	10%	27,773.66	69.5%
Capital	452,800.00	8%	25,200.27	4%	427,599.73	5.6%
TOTAL EXPENDITURES	\$ 5,427,660.00		\$ 654,147.83		\$ 4,773,512.17	12.1%

CHANGE IN FUND BALANCE	-	(594,570.69)	(594,570.69)
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Explanation of Variances:

Police - includes payment to PBSO for November service, does not include final week of pay for officers paid in November.

Dispatch - budget is for only one month, actual does not include last week for dispatchers paid in November.

Legislative - simply timing of expenditures

Streets/Storm Sewers - simply timing of expenditures

Debt Service - 1 of 2 payments has been made; the first is interest only, the second will be principal and interest.

Community Center - simply timing of expenditures

Risk Management - timing of expenditures. 1st quarter has been paid. FMIT would not adjust the first bill for the PBSO take over.

Town of Palm Beach Shores

Budget Summary Report

September 2019

****After Budget Amendment #3****

Sep Benchmark

100.0%

	BUDGET	YTD	Favorable(Unfav)	%
REVENUE				
Revenue (without appr'd F/B)	\$ 5,104,940.00	\$ 5,665,727.88	\$ 560,787.88	111.0%
Appropriated Fund Balance	378,528.00	-	(378,528.00)	
TOTAL REVENUE	\$ 5,483,468.00	\$ 5,665,727.88	\$ 182,259.88	103.3%

EXPENDITURES BY DEPARTMENT

	% of total			% of total				
Administration	\$	417,049.00	8%	\$	415,806.11	8%	\$	1,242.89 99.7%
Legal		115,500.00	2%		108,799.79	2%		6,700.21 94.2%
Public Works		306,890.00	6%		297,202.58	6%		9,687.42 96.8%
Police		1,545,036.00	28%		1,545,035.20	30%		0.80 100.0%
Fire		680,746.00	12%		617,007.68	12%		63,738.32 90.6%
Building		215,425.00	4%		197,027.45	4%		18,397.55 91.5%
Emergency Disaster		27,823.00	1%		27,822.23	1%		0.77 0.0%
Solid Waste		191,000.00	3%		190,949.36	4%		50.64 100.0%
911 Dispatch		431,072.00	8%		429,253.18	8%		1,818.82 99.6%
Legislative		21,160.00	0%		14,196.05	0%		6,963.95 67.1%
Streets/Storm Sewers		41,160.00	1%		41,159.18	1%		0.82 100.0%
Parks		115,650.00	2%		110,511.87	2%		5,138.13 95.6%
Beach		93,745.00	2%		91,372.32	2%		2,372.68 97.5%
Lift Stations/Sewer Service		17,975.00	0%		16,991.39	0%		983.61 94.5%
Contingencies		-	0%		-	0%		-
Debt Service		201,989.00	4%		89,499.99	2%		112,489.01 44.3%
Emergency Medical Services		321,995.00	6%		321,993.51	6%		1.49 100.0%
Community Center		49,350.00	1%		46,050.99	1%		3,299.01 93.3%
Risk Management		144,000.00	3%		141,433.00	3%		2,567.00 98.2%
Capital		545,903.00	10%		383,419.47	8%		162,483.53 70.2%
TOTAL EXPENDITURES	\$	5,483,468.00		\$	5,085,531.35		\$	397,936.65 92.7%

CHANGE IN FUND BALANCE	-	580,196.53	580,196.53
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Town of Palm Beach Shores
Budget Summary Report
September 2019

**** Before Budget Amendment #3 ****

Sep Benchmark *100.0%*

	BUDGET	YTD	Favorable(Unfav)	%
REVENUE				
Revenue (without appr'd F/B)	\$ 5,090,010.00	\$ 5,665,727.88	\$ 575,717.88	111.3%
Appropriated Fund Balance	378,528.00	-	(378,528.00)	
TOTAL REVENUE	\$ 5,468,538.00	\$ 5,665,727.88	\$ 197,189.88	103.6%

EXPENDITURES BY DEPARTMENT			% of total		% of total				
Administration	\$	417,049.00	8%	\$	415,806.11	8%	\$	1,242.89	99.7%
Legal		115,500.00	2%		108,799.79	2%		6,700.21	94.2%
Public Works		306,890.00	6%		297,202.58	6%		9,687.42	96.8%
Police		1,516,623.00	28%		1,545,035.20	30%		(28,412.20)	101.9%
Fire		693,791.00	13%		617,007.68	12%		76,783.32	88.9%
Building		215,425.00	4%		197,027.45	4%		18,397.55	91.5%
Emergency Disaster		-	0%		27,822.23	1%		(27,822.23)	0.0%
Solid Waste		191,000.00	3%		190,949.36	4%		50.64	100.0%
911 Dispatch		431,072.00	8%		429,253.18	8%		1,818.82	99.6%
Legislative		21,160.00	0%		14,196.05	0%		6,963.95	67.1%
Streets/Storm Sewers		20,525.00	0%		41,159.18	1%		(20,634.18)	200.5%
Parks		115,650.00	2%		110,511.87	2%		5,138.13	95.6%
Beach		93,745.00	2%		91,372.32	2%		2,372.68	97.5%
Lift Stations/Sewer Service		17,975.00	0%		16,991.39	0%		983.61	94.5%
Contingencies		58,500.00	1%		-	0%		58,500.00	0.0%
Debt Service		201,989.00	4%		89,499.99	2%		112,489.01	44.3%
Emergency Medical Services		321,995.00	6%		321,993.51	6%		1.49	100.0%
Community Center		49,350.00	1%		46,050.99	1%		3,299.01	93.3%
Risk Management		144,000.00	3%		141,433.00	3%		2,567.00	98.2%
Capital		536,299.00	10%		383,419.47	8%		152,879.53	71.5%
TOTAL EXPENDITURES	\$	5,468,538.00		\$	5,085,531.35		\$	383,006.65	93.0%

CHANGE IN FUND BALANCE	-	580,196.53	580,196.53
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Budget Amendment #3 will address the departments that exceeded their budget.

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-18	13,408.20	8,472.37	1,475.13	23,355.70
Nov-18	25,274.20	9,067.15	2,159.57	36,500.92
Dec-18	19,117.75	6,700.32	3,110.21	28,928.28
Jan-19	13,261.85	7,170.46	3,197.26	23,629.57
Feb-19	14,658.52	8,700.78	2,389.43	25,748.73
Mar-19	17,036.96	10,410.71	2,277.53	29,725.20
Apr-19	18,237.41	7,519.68	1,955.78	27,712.87
May-19	19,782.62	7,358.64	1,469.24	28,610.50
Jun-19	17,486.37	8,646.08	1,309.54	27,441.99
Jul-19	22,425.15	10,103.31	1,350.36	33,878.82
Aug-19	22,710.98	10,155.27	1,330.57	34,196.82
Sep-19	20,287.07	9,299.57	1,249.98	30,836.62
YTD Total	223,687.08	103,604.34	23,274.60	350,566.02

Upon year-end review, the May payment had not been paid.
After contacting Riviera Beach, a check was sent. RB also
made an adjustment to June and more funds were received.

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

Current Year Receipts:

Date of Receipt	Period	
11/27/2018	October	\$ 5,907.91
12/24/2018	November	\$ 6,337.01
1/29/2019	December	\$ 6,569.40
2/8/2019	4Q 2018	\$ 2,376.50
2/27/2019	January	\$ 7,952.07
3/27/2019	February	\$ 6,797.12
4/25/2019	March	\$ 6,771.21
5/1/2019	1Q 2019	\$ 2,249.63
5/29/2019	April	\$ 7,562.44
6/25/2019	May	\$ 6,771.97
7/29/2019	June	\$ 6,450.79
8/8/2019	2Q 2019	\$ 2,053.66
8/27/2019	July	\$ 6,268.34
9/25/2019	August	\$ 6,047.57
10/28/2019	September	\$ 5,920.94
11/12/2019	3Q 2019	\$ 2,142.71
Total current year receipts		\$ 88,179.27

Current Year Expenditures:

\$ -

Accumulated (unspent) Discretionary Sales Tax as of 9/30/19	\$ 207,613.87
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Town of Palm Beach Shores
Building Department

	Building Permits	Building Department	Net Building	Cumulative Net Bldg
10/31/2018	\$ 25,745	\$ (20,591)	\$ 46,336	\$ 46,336
11/30/2018	\$ 6,716	\$ 2,727	\$ 3,989	\$ 50,325
12/31/2018	\$ 18,662	\$ 66,729	\$ (48,067)	\$ 2,257
1/31/2019	\$ 11,253	\$ 17,476	\$ (6,223)	\$ (3,966)
2/28/2019	\$ 27,916	\$ 3,898	\$ 24,018	\$ 20,052
3/31/2019	\$ 30,832	\$ 27,433	\$ 3,399	\$ 23,451
4/30/2019	\$ 13,990	\$ 8,641	\$ 5,348	\$ 28,799
5/31/2019	\$ 31,315	\$ 15,250	\$ 16,066	\$ 44,865
6/30/2019	\$ 7,671	\$ 20,178	\$ (12,507)	\$ 32,358
7/31/2019	\$ 6,754	\$ 15,532	\$ (8,779)	\$ 23,579
8/31/2019	\$ 22,496	\$ 15,432	\$ 7,063	\$ 30,643
9/30/2019	\$ 2,146	\$ 24,321	\$ (22,175)	\$ 8,468
	\$ 205,495	\$ 197,027	\$ 8,468	

Note: Due to the timing of invoices from SafeBuilt, December includes October, November, and December service.

Town of Palm Beach Shores
Underground Utilities
as of 10/31/19

	Cost Estimate	FYE 9/30/2019	FYE 9/30/2020	TOTAL	Remaining Budget
Cash		\$ 2,149,130.20	\$ 2,007,991.71		
Accouts Payable		\$ 141,138.49	\$ -		
Due to General Fund		\$ 16,986.50	\$ 16,986.50		
Fund Balance 9/30/18		\$ (6,947.41)	\$ 1,991,005.21		
Liabilities and fund balance		\$ 151,177.58	\$ 2,007,991.71		
Expenditures:					
Survey	\$ 38,000	\$ 54,543.00	\$ -	\$ 54,543.00	\$ (16,543.00)
Legal	\$ 4,000	\$ -	\$ -	\$ -	\$ 4,000.00
Project Mgmt/Admin	\$ 80,000	\$ 65,729.65	\$ -	\$ 65,729.65	\$ 14,270.35
Construction - Town	\$ 4,336,460	\$ 3,596,780.73	\$ -	\$ 3,596,780.73	\$ 739,679.27
Construction - Comcast	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000.00
Construction - AT&T	\$ 450,000	\$ -	\$ -	\$ -	\$ 450,000.00
Construction - FPL	\$ 254,386	\$ 254,386.00	\$ -	\$ 254,386.00	\$ -
Lanscape Restoration	\$ 16,300	\$ 8,100.00	\$ -	\$ 8,100.00	\$ 8,200.00
Loan Acquistion	\$ 23,000	\$ 22,508.00	\$ -	\$ 22,508.00	\$ 492.00
Contingency	\$ 547,854	\$ -	\$ -	\$ -	\$ 547,854.00
Total expenditures	\$ 6,000,000	\$ 4,002,047.38	\$ -	\$ 4,002,047.38	\$ 1,997,952.62
Other Financing Sources:					
Loan Proceeds	\$ 6,000,000	\$ 6,000,000.00	\$ -	\$ 6,000,000.00	\$ -
Net Change in Fund Balance	\$ -	\$ 1,997,952.62	\$ -	\$ 1,997,952.62	\$ 1,997,952.62

Town of Palm Beach Shores
Underground Utilities
9/30/2019

	Cost Estimate	FYE 9/30/2019	Remaining Budget
Cash		\$ 2,149,130.20	
Accouts Payable		\$ 141,138.49	
Due to General Fund		\$ 16,986.50	
Fund Balance 9/30/18		\$ (6,947.41)	
Liabilities and fund balance		\$ 151,177.58	
Expenditures:			
Survey	\$ 38,000	\$ 54,543.00	\$ (16,543.00)
Legal	\$ 4,000	\$ -	\$ 4,000.00
Project Management/Administration	\$ 80,000	\$ 65,729.65	\$ 14,270.35
Construction - Town	\$ 4,336,460	\$ 3,596,780.73	\$ 739,679.27
Construction - Comcast	\$ 250,000	\$ -	\$ 250,000.00
Construction - AT&T	\$ 450,000	\$ -	\$ 450,000.00
Construction - FPL	\$ 254,386	\$ 254,386.00	\$ -
Lanscape Restoration	\$ 16,300	\$ 8,100.00	\$ 8,200.00
Loan Acquistion	\$ 23,000	\$ 22,508.00	\$ 492.00
Contingency	\$ 547,854		\$ 547,854.00
Total expenditures	\$ 6,000,000	\$ 4,002,047.38	\$ 1,997,952.62
Other Financing Sources:			
Loan Proceeds	\$ 6,000,000	\$ 6,000,000.00	\$ -
Net Change in Fund Balance	\$ -	\$ 1,997,952.62	\$ 1,997,952.62

Town of Palm Beach Shores
Fund Balance
FYE 9/30/19

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

Assigned Fund Balance:	9/30/2019	9/30/2018	9/30/2017	
Sewer Service	\$ 59,049	\$ 21,036	\$ 7,156	Cumulative unspent funds in department
Compensated Absences	\$ 20,800	\$ 94,700	\$ 90,300	For employees with 10+ years of service*
Debt Service UU	\$ 112,489	\$ -	\$ -	For debt service on UU loans
Hurricane Funds	\$ 261,638	\$ -	\$ -	for hurricane prep/cleanup/damage
Subsequent Years' Budget	\$ 196,575	\$ 112,744	\$ 142,879	Use of fund balance in Budget
Total	\$ 650,551	\$ 228,480	\$ 240,335	

* - for FY19 used actual p/o of employees who separated but did not go with PBSO, no other employees had more than 10 years of service.

New categories for FY2019:

1 - Debt Service UU - These funds were budgeted the summer before the debt was issued on 10/31/18. More funds were budgeted than needed, they will be used for future debt service.

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

TOWN OF PALM BEACH SHORES
FYE 9/30/2019
Capital Deletions

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

PROPERTY DESCRIPTION	DATE ACQUIRED	COST	ACC DEPR 9/30/2018	DEPR EXP 9/30/2019	ACC DEPR 9/30/2019	NET BOOK Value
Network Server - Dell PowerEdge T320	04/07/14	\$ 7,246.68	\$ 6,522.03	\$ 724.65	\$ 7,246.68	\$ -
Dell Inspiron 1501 laptop/DLP Projector	05/31/07	2,079.50	2,079.50	-	2,079.50	-
Dell Optiplex computer (Officers Report W	12/05/08	754.22	754.22	-	754.22	-
Stihl 14 inch cut off saw	11/30/07	899.00	899.00	-	899.00	-
Panasonic Toughbook 1	07/30/09	5,624.55	5,624.55	-	5,624.55	-
Panasonic Toughbook 2	07/30/09	5,624.55	5,624.55	-	5,624.55	-
Panasonic Toughbook 3	07/30/09	5,624.55	5,624.55	-	5,624.55	-
Panasonic Toughbook 4	07/30/09	5,624.55	5,624.55	-	5,624.55	-
Panasonic Toughbook 5	07/30/09	5,624.55	5,624.55	-	5,624.55	-
Panasonic Toughbook 6	07/30/09	5,624.55	5,624.55	-	5,624.55	-
Panasonic Toughbook 7	07/30/09	5,624.54	5,624.54	-	5,624.54	-
Panasonic Toughbook 8	07/30/09	5,624.54	5,624.54	-	5,624.54	-
Panasonic Toughbook 9	07/30/09	5,624.54	5,624.54	-	5,624.54	-
Panasonic Toughbook 10	07/30/09	5,624.54	5,624.54	-	5,624.54	-
Toughbook 11	07/01/10	5,428.47	5,428.47	-	5,428.47	(0.00)
Dell computer	01/17/13	1,046.66	1,046.66	-	1,046.66	-
Dell Optiplex 3010 - PD	04/07/14	839.54	755.59	83.95	839.54	-
Dell Optiplex 3010 - Dsipatch	04/07/14	839.54	755.59	83.95	839.54	-
Dell Optiplex 3010 - Dsipatch	04/07/14	839.54	755.59	83.95	839.54	-
Dell Network Server	09/21/14	9,668.07	7,734.44	1,933.63	9,668.07	-
Toughbook	03/04/16	819.98	492.00	164.00	656.00	163.98
Toughbook	03/04/16	819.98	492.00	164.00	656.00	163.98
Spectracom	11/30/00	4,810.00	4,810.00	-	4,810.00	-
Ultratec, inc.	11/30/00	1,117.90	1,117.90	-	1,117.90	-
911 Implementation -Citation Communic	02/26/01	763.51	763.51	-	763.51	-
911 Implementation -Global Electric, Inc.	04/20/01	6,912.19	6,912.19	-	6,912.19	-
PD - Motorola - radio chargers	08/01/02	2,203.75	2,203.75	-	2,203.75	-
PD 13 Radios - Motorola Lease	3/1/2004	35,633.95	35,633.95	-	35,633.95	(0.00)
1MHZ radio	12/1/2005	2,519.00	2,519.00	-	2,519.00	-
ALPR camera & system on Lake	4/13/2007	51,049.00	51,049.00	-	51,049.00	-
ALPR camera on Ocean	5/29/2008	50,751.70	50,751.70	-	50,751.70	-
Used Motorola XTS2500 radio	4/30/2009	750.00	750.00	-	750.00	-
Used Motorola XTS2500 radio	4/30/2009	750.00	750.00	-	750.00	-
Used Motorola XTS2500 radio	4/30/2009	750.00	750.00	-	750.00	-
Dispatch Console (purchased w/ PBC grant	1/28/2010	22,292.24	22,292.24	-	22,292.24	(0.00)
ALPR Camera @ Ocean - repairs/correctio	01/27/11	2,155.00	2,155.00	-	2,155.00	-
ALPR Camera at Bamboo & Park	2/17/2011	48,766.00	48,766.00	-	48,766.00	-
Panasonic Mobile Camera	06/09/11	5,104.18	5,104.18	-	5,104.18	-
Panasonic Mobile Camera	06/09/11	5,104.18	5,104.18	-	5,104.18	-
Panasonic Mobile Camera	06/09/11	5,104.18	5,104.18	-	5,104.18	-
Panasonic Mobile Camera	06/09/11	5,104.18	5,104.18	-	5,104.18	-
Panasonic Mobile Camera	06/09/11	5,104.18	5,104.18	-	5,104.18	-
Panasonic Mobile Camera	06/09/11	5,104.18	5,104.18	-	5,104.18	-
Panasonic Mobile Camera	06/09/11	5,104.18	5,104.18	-	5,104.18	-
Panasonic Mobile Camera	06/09/11	5,104.18	5,104.18	-	5,104.18	-
Panasonic Mobile Camera	06/09/11	5,104.18	5,104.18	-	5,104.18	-
Panasonic Mobile Camera	06/09/11	5,104.19	5,104.19	-	5,104.19	-
Panasonic Mobile Camera	06/09/11	5,104.19	5,104.19	-	5,104.19	-

TOWN OF PALM BEACH SHORES
FYE 9/30/2019
Capital Deletions

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

PROPERTY DESCRIPTION	DATE ACQUIRED	COST	ACC DEPR 9/30/2018	DEPR EXP 9/30/2019	ACC DEPR 9/30/2019	NET BOOK Value
Mobile Wireless Router	05/19/11	1,945.62	1,945.62	-	1,945.62	-
Mobile Wireless Router	05/19/11	1,945.62	1,945.62	-	1,945.62	-
Mobile Wireless Router	05/19/11	1,945.62	1,945.62	-	1,945.62	-
Mobile Wireless Router	05/19/11	1,945.62	1,945.62	-	1,945.62	-
Mobile Wireless Router	05/19/11	1,945.63	1,945.63	-	1,945.63	-
APLR switches & network	08/11/11	3,039.57	3,039.57	-	3,039.57	-
Utility rockets - patrol car video transmitters	7/19/2012	9,492.50	8,362.43	1,130.07	9,492.50	-
Rocket (antenna for police car)	4/18/2013	1,119.50	866.29	159.93	1,026.22	93.28
Rocket (antenna for police car)	4/18/2013	1,119.50	866.29	159.93	1,026.22	93.28
Rocket (antenna for police car)	4/18/2013	1,119.50	866.29	159.93	1,026.22	93.28
Rocket (antenna for police car)	4/18/2013	1,119.50	866.29	159.93	1,026.22	93.28
Rocket (antenna for police car)	4/18/2013	1,119.50	866.29	159.93	1,026.22	93.28
Rocket (antenna for police car)	4/18/2013	1,119.50	866.29	159.93	1,026.22	93.28
Rocket (antenna for police car)	4/18/2013	1,119.50	866.29	159.93	1,026.22	93.28
Rocket (antenna for police car)	4/18/2013	1,119.50	866.29	159.93	1,026.22	93.28
Rocket (antenna for police car)	4/18/2013	1,119.50	866.29	159.93	1,026.22	93.28
Rocket (antenna for police car)	4/18/2013	1,119.50	866.29	159.93	1,026.22	93.28
Used Rescue Tool & Power Unit (Howell)	06/01/15	4,000.00	1,904.77	571.43	2,476.20	1,523.80
2009 Crown Victoria (UNIT 901)	8/23/2013	6,000.00	6,000.00	-	6,000.00	-
Paint & Graphics (UNIT 901)	11/26/2013	2,072.00	2,072.00	-	2,072.00	-
2009 Crown Victoria (UNIT 906)	3/17/2013	7,473.50	7,473.50	-	7,473.50	-
		\$ 427,897.56	\$ 418,574.08	\$ 6,538.93	\$ 425,113.01	\$ 2,784.55

Note: The following items were sold on GovDeals:

2009 Crown Victoria	\$	410.00
		\$ 410.00



Memo

To: Mayor and Town Commission
From: Wendy Wells
Date: 11/18/19
Re: Request Approval to use Impact Fees

The renovations to the Police and Dispatch building were extensive, including electrical and plumbing work which led to additional costs due to the age of the building. Please approve use of impact fees to cover the costs in excess of the original estimate.

Impact fee funds available:

Police	\$ 8,621.47
Public Facilities	\$ 17,573.20

Requested approval to use:

Police	\$ 8,621.47
Public Facilities	\$ 4,118.50

These costs actually occur in 2 fiscal years since the project was completed in October 2019. \$6,268.70 was incurred in FY2019 and would come from the Police Impact Fee Fund. \$6,471.27 was incurred in FY2020 and funded with \$2,352.77 from Police and \$4,118.50 from Public Facilities Impact Fee Funds.

All expenditures of Impact Fee Funds must be approved by the Commission.



ITEM 5b1
11 18 19

Palm Beach Shores Police Department
247 Edwards Lane, Palm Beach Shores, Florida 33404
Phone (561) 844-3456 Fax (561) 844-9189

Steven Langevin
Chief of Police

November Commission report
For activity in October 2019

Mayor and commission:

Attached are the usual stats for the month, unfortunately we were forced to make one arrest involving a violation of a court order involving a domestic violence incident.

As you have noticed our officers are continuing our training with PBSO, this training should be completed about December 7th and all officers including myself will return to town that week. PBSO staff has been wonderful and professional to our merging staff, they have and are treating us with friendship and respect.

4 of the current deputies patrolling our town will stay in Palm Beach Shores and complete the usual allotment of 11 law enforcement personnel patrolling our streets 24/7, but augmented by many more.

When the deputy's county wide learned of an opening in our town there was an abundance of deputies wishing to make this their home. PBSO command, Major Mattino, Captain Palenzuela and Lt Hill reviewed all the requests for reassignment and picked only those they knew who would be the best fit for Palm Beach Shores. From everything I have heard to date they have done an excellent job in those choices.

I know we have had some obstacles along with the way into this new journey of law enforcement, but they were handled quickly and are being reevaluated to ensure any fixes are the right ones. The main non-emergency number (561-844-3456) was unable to handle the call volume while it was being tested, in the last few decades we have not received a great many calls at one time which would tax our system and we are still looking into this, but as of now it is working fine as it did before.

With the savings of closing dispatch a void was found at the front desk of the police station, this was filled on Day one by our great Police community aid Vicky. You can find Vicky Monday through Friday 830AM to 430PM, upon the conclusion of my training I will be at the station full time also.

This allows all of our Officers now deputies, to do the most important function of policing that of patrol, prior to the merge the 2 sergeants were busy with various administrative duties and covering shifts. Now all deputies are out ensuring your safety and interacting with residents and visitors alike.

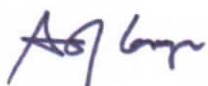
I know it is strange not seeing someone in the police station at night except for the occasional stop by the on-duty deputies for reports and dinner, but the reason for this is above, they are patrolling our streets! If you call the non-emergency number a deputy can be called by police radio and by in car computers. Any crime is assigned to a detective after the case has been reviewed by a supervisor and an analyst.

Our license plate readers are the same as they Sheriffs office uses, and they have attached our license to use them to theirs and are monitored 24/7 just as before. CCTV is up and running and can reviewed for the same amount of time as before. All these things can be tied into the Sheriffs real time crime center.

My cell phone is still the same, all Officers/Deputies' emails prior to the merge will work for at least one year, our newer PBSO emails will be available shortly. Please know, anything I can do to make this change as easy as possible on all our residents I will do, and will be available to talk with anyone as soon as I return.

Please review the town calendar for the upcoming Mayors Youth Council Christmas event in December.

As always, we thank you for your help and support.

A handwritten signature in blue ink, appearing to read "Sgt. Langevin".

Sgt. Steve Langevin
Palm Beach Shores
PBSO District 20.



Palm Beach Shores Police Department

247 Edwards Lane
Palm Beach Shores, Florida 33404
Phone (561) 844-3456 Fax (561) 844-9189

Steven Langevin
Chief of Police

Date: October 31, 2019
To: Mayor Myra Koutzen
From: Chief Steven Langevin
RE: Police Activities for October 2019

Criminal Arrests	1	Town Ordinance Violations	1 violation
Parking Citations	3	Segway Patrol Hours	0
Verbal Warnings	4	ATV Patrol Hours	1.3
Written Warnings	0	Bike Patrol Hours	0
Traffic Citations	0	Foot Patrol Hours	46.7
Radar and Traffic Control Hours	9.6	House Check Hours	0
Complaints/Calls for Assistance	42	Vehicle Patrol Hours	219.3
Patrol Mileage	3151	Lifeguard Assist	
Lifeguard Major First Aid		Lifeguard Rescues	
Lifeguard Double Red Flags		Lifeguard Minor First Aid	
Surf Chair Rental			

Misc. Arrest Information:

Arrest Type	Number
Violation of No Contact and FTA Warrant / Traffic stop at Ocean Ave	1900741
and Tacoma Lane	



MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION
TOWN OF PALM BEACH SHORES FIRE DEPARTMENT
16 October 2019 – 15 November 2019

TO: Mayor Myra Koutzen
Town Commissioners

FROM: Trevor L. Steedman, Fire Chief

DATE: 15 November 2019

OVERVIEW

The Palm Beach Shores Fire Department is a combination (Career and Volunteer) Fire and Emergency Services delivery system. The Town maintains a Public Protection Classification of “3” through the Insurance Services Office (ISO). PBSFD Fire/EMS personnel staff the Town’s Fire Station 24 hours per day, seven days per week, and 365 days per year. Duty shifts consist of 24-hour operational periods with one career Firefighter/Paramedic supplemented by out-of-district (Non-resident) volunteer Fire-Rescue personnel. These personnel respond to all calls for service including, but not limited to Fires, Emergency Medical calls, fire alarm activations, gas leaks, electrical hazards, elevator rescues, water rescues, natural disasters and public assists. Additional duties include apparatus and facilities maintenance, pre-incident planning, training, hydrant inspections, community risk reduction, public education and other duties as assigned. Ocean Rescue division personnel are responsible for water/beach safety and rescue on the Town’s beaches, from 9 am - 5 pm daily. The Town’s Fire Department maintains the following suppression and emergency response apparatus / equipment:

- 2005 Pierce Contender 1250 Gallon per Minute (GPM) pumper.
- 2005 EVI 750 GPM Fast Attack pumper
- 2011 Can Am – Water Rescue / Beach Response ATV
- 2011 Chevy Tahoe – Chief / Command Utility Vehicle.



MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION TOWN OF PALM BEACH SHORES FIRE DEPARTMENT

16 October 2019 – 15 November 2019

OPERATIONS

- **Staffing**

- Career Staff.

- One Full-Time vacancy is in the process of being filled
 - Ocean Rescue personnel transitioned to the Fire Department operations structure on November 1, 2019 commensurate with the PBSO merger.

- 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 30 volunteer members certified to State Minimum Standards on the “Active” rolls at the time of this report.

- **General Operations**

- Apparatus Replacement Schedule for capital purchase planning

- Projected apparatus replacement in FY 2020
 - Partial funding source: Fanning Public Safety Bequest
 - Pursuing Local Funding Initiative Request (State Senate Appropriations) for matching funds
 - Donations, unless otherwise specified, are directed toward replacement fund

- **Daily/Weekly/Monthly Duties for On-Duty Personnel**

- Operational, Administrative & Training initiatives are ongoing.



MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION

TOWN OF PALM BEACH SHORES FIRE DEPARTMENT

16 October 2019 – 15 November 2019

- Workforce & Officer Development
 - Training & Education
 - Workforce development initiatives continue which include:
 - Formal rescue training
 - Ride-along shifts with West Palm Beach Fire Department
 - Revision completed of the Performance Objectives (PO's) in the Volunteer Member Orientation Program to coincide with current operational policies and practices is complete and implemented.
 - Standards Compliance Initiative
 - 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).

Chief Steedman asked Wendy Wells to forward the FADO program information to the Town's insurance carriers for consideration of lowering our premium costs. The FADO program incorporates *Safe Driving Practices, Roadway Incident Safety, Seatbelt compliance and Apparatus Backing / Collision Prevention* modules.



MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION
TOWN OF PALM BEACH SHORES FIRE DEPARTMENT
16 October 2019 – 15 November 2019

- 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*
 - This standard specifies requirements for effective and efficient organization and deployment of fire suppression operations, emergency medical operations, and special operations to the public by volunteer and combination fire departments to protect citizens and the occupational safety and health of fire department employees. The NFPA 1720 Standard has been in existence since 2001.
- Fleet Deployment & Maintenance
 - All apparatus is in service at the time of this report
 - Chief 80
 - Former PBSPD unit 1802 has been re-purposed to replace the FD Chevy Tahoe
 - Ocean Rescue 80
 - ATV for deployment to Beach and water-related emergencies for direct and more expedient access to related calls-for service.



MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION
TOWN OF PALM BEACH SHORES FIRE DEPARTMENT
16 October 2019 – 15 November 2019

COMMUNITY RISK REDUCTION (CRR) INITIATIVES

- Hydrant Inspection Program
 - PBSFD inspects hydrants on a monthly basis
 - Inspection reports are forwarded to Public Works Director who in turn facilitates repairs through the Riviera Beach Water Utilities Department
 - Three hydrants remain out of service for deficiencies found during the inspections and identified for repairs / replacement.
- Special Secondary Certificate of Public Convenience & Necessity (COPCN)
 - Provide immediate Advanced Life Support (ALS) service for Palm Beach Shores
 - This service is achievable and sustainable within the current budget and subsequent comparable budgetary allocations.
 - Electronic Patient Care Reporting System (E-PCR) initiated
- *Community CPR & AED* – Presented twice annually
- *Courtesy Home Fire Safety Surveys* – (Implemented: November 2017)
 - Value-added initiative supports the quality of life and safety for our PBS Community.
 - Residents voluntarily request surveys. PBSFD is working with PBSPD (Chief Langevin) to offer a combined home safety and security survey in a cooperative effort of both public safety agencies.
 - Smoke alarms are available through the PBSFD (Grant Funded).



MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION TOWN OF PALM BEACH SHORES FIRE DEPARTMENT

16 October 2019 – 15 November 2019

- Palm Beach Shores is a *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.
- *Pre-Incident Planning* – This on-going initiative serves 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*
 - Delivered as a hands-on opportunity to community members at selected Property Owner's Association meetings.
 - PBSFD Firefighters worked side-by-side with members of the community to utilize fire extinguishers to put out incipient-stage fires in a controlled setting.
 - Delivered this same program to our partners in the business community. Training provided to staff of the Marriott Resorts and Sailfish Marina and Resort.
- Public Service Announcements (PSA's) and *Helpful Links* additions will be made to the Town's Fire Department webpage following the transition to the new website. Working with the *Drowning Prevention Coalition of Palm Beach County* on a water safety initiative.

TRAINING & DRILLS	DATE	TIME	LOCATION	TYPE			NATURE	STAFFING	NOTES
				FIRE	RESCUE	EMS			
	22 Oct 2019	1830	Phil Foster Park	X			Engine Co. Operations	15	Hands-On
	29 Oct 2019	1830	247 Edwards Lane		X	X	Technical Rescue	18	Hands-On
	12 Nov 2019	1830	247 Edwards		X	X	Technical Rescue	16	Hands-On
Formal Training Drills – 03									
Personnel Participation (Formal) – 49									
Personnel Training Hours – 147									



Public Works Department

Item #: 5 b 3.

Monthly Status Report

November 2019

Community Center:

1. Receiving estimates to repair the cooper gutters due to leaks and separating from building.
2. Receiving estimates to repair the south east upper and lower window sill due to water leaks.
3. Scheduling to construct a roof to cover the BBQ gas grill LP tanks located on the south east corner of the building.
4. Installed access panel in the men's first floor bathroom to access the AC 2" drain line to install insulation around the PVC pipe to prevent water condensation dripping on the bathroom ceiling.
5. Installed a new KNOX Box for the Fire Department and relocated it to the west side of the building near the FCAP Control Room.
7. The projects listed is funded through the approved general budget.

Grounds & Parks:

1. Scheduling to pressure clean and paint the Gazebos located at the Town Hall and Inlet Park, in progress due to weather conditions.
2. Scheduling to perform the necessary maintenance and staining of all the park benches located along the Parkway, in progress due to weather conditions.
3. Performing irrigation repairs with the assistance of Viking Electric along the east side of the Parkway between Edwards Lane and Bravado Lane due to the Towns underground project with electrical conduit installation.
4. Installed the retaining wall on the south end of the Chickee Hut and boardwalk to prevent the sand from encroaching onto the beach wheel chair access.
5. The Towns new Landscaping Contractor BrightView started the Lawn Maintenance Service on Friday, November 8, 2019. The crew and Supervisors assigned to the Towns lawn maintenance needs has shown great care and compassion not only to the Towns beautiful Parkway, Inlet Park and Beach but more so to the pedestrians and their furry friends who walk and enjoy these locations.
6. The projects listed is funded through the approved general budget.

Streets:

1. The new Street Name Signs and additional misc. street signs have been delivered for installation due to damage.

2. Installing the new Tacoma Circle Directional Arrow signs before the intersections on Atlantic Ave. This project was put on hold due to the Town underground project installing new conduit.
3. Receiving quotes and information to install tidal valves in the storm drain outfall pipes located at Lake Drive and Bamboo Road, and Lake Drive and Inlet Way.
4. Repaired storm drain pipe on Lake Drive and Blossom Road west side. Replace a 12" diameter PVC pipe by 6' in length and connected to catch basin. The broken pipe was discovered by Viking Electric when digging for new concrete switch pad and box. Viking assisted with the repairs providing equipment and labor no cost to the Town only materials total cost \$200.00.
5. The projects listed are funded through the approved general and capital budget.

Lift Stations:

1. Scheduling to pressure wash the wet wells and perform maintenance to the pumps. This maintenance has been delayed due to contractor.
2. Repairing manhole covers and spacer rings in streets on Sandal Lane.
3. Installed the new MTS 55 KW Emergency Backup Generator and replaced all the Natural gas lines and components at the Lake Drive Lift Station #01. The installation was completed by Carpenter Electric and Public Works.
4. The projects listed are funded through the approved general budget.

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

1. Receiving quotes to repair the exterior stucco and perform the required repairs of the Beach Bathroom Building.
2. The projects listed is funded through the approved capital and general budget.

Foot Note:

Training / Certificates:

1. The next training courses begin in November, 2019 for all Public Works Staff. These courses will consist of waste water, pumps, and Storm Water Advanced Engineering looking to the future Level 1 & 2.
2. Continuing Education in Florida Stormwater Erosion and Sedimentation Control.
3. OSHA'S Model Training Program for multiple certifications & continuing education credits.

TOWN CLERK REPORT

November 2019 Commission Report

TASKS	STATUS
Upcoming Meetings	<ul style="list-style-type: none"> ➤ December 4, 2019 DRC at 2:00 pm (deadline to submit for DRC is November 25, 2019) ➤ December 16, 2019 Regular Commission Meeting – 6:00 pm
Building Department Updates	<p>October 2019:</p> <ul style="list-style-type: none"> • Total Permits issued: 34 • Total Permit Fees Paid: \$27,855.04 • Total Construction Value: \$1,117,394.27 • Total Permits issues in 2019 to date: 410 • Total Permit Fees in 2019 to date: \$186,975.18 • Total Construction Value in 2019 to date: \$9,155,076.41 <p>➤ NEW HOURS FOR THE BUILDING DEPARTMENT! We are open Monday, Wednesday, and Friday from 9:00 am to 1:00 pm to take in Building Permit Applications. All other building department related business are during normal business hours (8:30 am to 4:30 pm, Monday through Friday).</p>
Code Compliance	<p>New/ongoing open Code Violations October 2019: 43</p> <ul style="list-style-type: none"> • 11 Yard debris, bulk and trash/garbage collections times (Code Sec. 38-9) • 17 Property Maintenance (Code Sec. 14-329) • 3 No Business Tax/Certificate of Use (Code Sec 18-16) • 3 Temporary Signs (Code Sec 58-53) • 8 Expired Tags, prohibited vehicles (Code Sec. 70-75) • 1 Work without a permit
2020 Election	<p>On March 17, 2020 the Town will hold an Election for Mayor and two Commissioners (Gil Gilgallon and Brian Tyler). Qualifying will begin at 12:00 noon, Tuesday, December 3, 2019 and end at 12:00 noon, Tuesday, December 17, 2019. During this time, you may pick up qualifying packets from the Town Clerk.</p>
Community Center	<p>12 events October 2019: 2 Town/Misc., 4 Church, Civic 4, Residents 2</p>



November 18, 2019

Honorable Mayor Myra Koutzen
Town Council Members
Town of Palm Beach Shores
247 Edwards Lane
Palm Beach Shores, FL 33404

RE: Zone B and C Redevelopment Options – NEXT STEPS

The Town Commission at a regular meeting held on October 21, 2019 were presented with re-development options in the form of zoning overlays geared toward promoting increased building heights which in turn yield additional tax revenue generating dwelling units. The Commission unanimously directed staff to proceed with applicable code for both Zones B and C.

Zone B: This redevelopment overlay as currently proposed includes those parcels in Zone B which front Ocean Avenue. The goal is to create a mixed-use code to allow retail or similar commercial uses on the first floor with one or two residential floor above.

Zone C: Parcels supporting this designation are located primarily along Inlet Way and Lake Drive. This overlay will start with code to allow for up to 6 stories inclusive of structured parking. The proposed code language will include incentive based density and intensity increases to ensure a public benefit is secured in return for additional development.

Next Steps:

December 2019 & January 2020 - During these two months staff will review the Comprehensive Plan and Zoning code to ensure modifications do not create the need for unintended changes to other codes and local ordinances. Review internally with staff and other consultants and report back to Commission on findings and draft code.

February 2020 – Set two community charrette meetings to gather community/industry input on the proposed code.

March 2020 – Revise the proposed code language and prepare final scaled models of buildings which could be constructed based on the new language. Prepare ordinance language and schedule for April P&Z Board (LPA).

April 2020 LPA – Prepare presentation and provide a full walk through of proposed Code and seek input and feedback and revise as necessary to prepare for Town Commission.

May 2020 Town Commission – Culmination of resident/industry/P&Z feedback into the proposed Code language and present to the Commission for final approval.

Best Regards,

A handwritten signature in blue ink, appearing to read "J. Nichols", is positioned above the printed name.

Josh Nichols, LEED AP

Cc: Keith Davis, Esq.
Mitty Bernard, Esq.
Evyonne Browning, Town Clerk



Image Janitorial Services, Inc.
561-844-8778

1750 N. Florida Mango Road, Suite 103

West Palm Beach, FL 33409
Facsimile 561-844-8986

Service Agreement

November 6, 2019
Town of Palm Beach Shores
Attn: Alan Welch

The Undersigned, **Town of Palm Beach Shores “Customer”**, hereby accepts the proposal of Image Janitorial Services, Inc. (“**Image Janitorial**”) to supply Janitorial Services for our premises located at:

- 247 Edwards Lane
- Palm Beach Shores, Florida 33404

Upon the following terms:

- 1. **Image Janitorial** monthly service charge will be: **\$1,300.00** Dollars for Janitorial Services 5 x week. (Monday to Friday)
 - a. Town Hall & Police Department
247 Edwards Lane Palm Beach Shores FL 33404
 - b. Community Center first floor Bathrooms & Beach Building Bathrooms
90 Edwards Lane Palm Beach Shores FL 33404

Hours from 7 am to Completion.

Optional Services:

Carpet Cleaning: at a preferred customer rate of \$0.17 per sq. ft. or a minimum charge of \$350.00 Dollars.

Ceramic Floor steam cleaning at a preferred customer rate of \$0.37 per sq. ft. or a minimum charge of \$450.00 Dollars.

Town of Palm Beach Shores is Tax exempt

- 2. Included in all monthly service charges will be Image Janitorial Cleaning Staff, cleaning supplies, and any equipment which will be furnished by **Image Janitorial**.
- 3. All Janitorial Services specified in the “Specifications” attachment of this proposal (the “work”) will be provided to Customer in a satisfactory manner.
- 4. **Image Janitorial Services, Inc.** will carry insurance as specified by Town of Palm Beach Shores and furnish a valid certificate of insurance for the term of the contract.
- 5. **Image Janitorial** may perform certain optional services as part of the regularly scheduled cleaning activity as described in Optional Services of this proposal, if applicable. The Optional services indicate

To: Palm Beach Shores Town Commission

From: Mayor Myra Koutzen

Re: Beach Cabana Contract

Date: November 18, 2019

This item is to ask the Town Commission for direction regarding the future of providing cabana services on the Town beach.

Background

The Town currently has a contract with Oceanside Beach Services. The Commission agreed to assign the contract after the sale of the business by Tracy Larcher. The agreement, attached, expires December 31, 2019.

Options

- 1) Authorize staff to negotiate a new agreement with Oceanside Beach Services. Specify any recommended change in terms to be included in the new contract.
- 2) Authorize staff to issue an RFP with a target of the next Commission meeting on December 16 for a decision. Specify any recommended change to the previous RFP, also attached.

To: Palm Beach Shores Town Commission

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Re: Beach Cabana Contract

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which optional services are not included in the monthly service charge quoted above. Image Janitorial will perform other additional services upon request at prices outlined in Optional services or if specified to be determined at the time of request.

6. Unless stated as a one-time service charge, the term of this contract is for one year from the first day of service and will automatically extend for an additional year upon each anniversary date. Upon each renewal term, the amount of this contract shall increase the current CPI Index (Consumer Price Index).

If a party to this cleaning contract fails to perform according to its obligations hereunder (The non-performing party”), the party claiming non-performance (“the claiming party”) will send the non-performing party written notice by certified mail, specifying the manner of non-performance. This notice will provide that the non-performing party will have **fifteen (15) days from the date of receipt to cure or correct the items of non-performance to the satisfaction of Town of Palm Beach Shores.** The claiming party will meet with the non performing party within the 15 Day cure period to acknowledge satisfactory completion of the items specified in the certified letter. If these items have not been corrected or cured within this fifteen (15) day period, the claiming party may then terminate this Agreement by sending the non-performing party a thirty (30) day written notice of termination.

- 7. The service charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, Customer will advise **Image Janitorial** accordingly.
- 9. **Image Janitorial** will invoice Customer monthly, and Customer agrees to pay **Image Janitorial** the amount that is due and owing under the terms of this contract within fifteen (15) days of billing date. Payment of any outstanding balance shall be due in full on or before contract termination date. Late payments will incur late fees and finance charges in the amount of 18% per annum, or 1.5% monthly. In the event of default on payment, Customer agrees to pay **Image Janitorial** attorney’s fees and costs for collection.
- 10. All communication between client and Image Janitorial will be conducted via email: for Image Janitorial Services: service@imagecompanies.com , and for Town of Palm Beach Shores: awelch@pbstownhall.org in addition to the communication to our headquarters office numbers and to the contact numbers for the Account Manager.

ACCEPTANCE OF TERMS

AUTHORIZED SIGNATURES

Signature Town of Palm Beach Shores/ Date: ____/____/____

Print Name

Signature Image Companies / Date: ____/____/____

Print Name

Send Invoices to (If different from service location): _____

Please sign and fax back to the Image Companies. Thank you!

IMAGE COMPANIES

Image Janitorial Services, Inc.
561-844-8778

814 14th Street

Lake Park, FL 33403-2354
Facsimile 561-844-8986

CLEANING SPECS FOR: Town of Palm Beach Shores – Town Hall & Police Department

Areas of Service: Offices and Staff Areas, Corridors and Entrances, Staff and Public Restrooms, Kitchen area, Miscellaneous Services, Conference room, Locker rooms.

Days of Service: Monday thru Friday

FLOORS

1. Sweep or dust mop hard surface floors, daily; leave clean and dust free.
2. Wet mop soiled floors, daily. Thoroughly wet mop all hard surface floors, weekly.
3. Vacuum carpeting, paying special attention to corners and edges, daily, spot clean where required.
4. Vacuum carpeting beneath exercise equipment, as required.
5. Sweep and wet mop restroom flooring using a disinfectant detergent, daily.

DUSTING

1. Dust tables, counters, furniture and décor, Weekly on Fridays.
2. Dust table bases and chair legs.
3. Dust woodwork, ledges and sills, Weekly.
4. Remove cobwebs from behind window treatments and valances, monthly.
5. Dust or wipe clean louvered doors, monthly.
6. Dust and clean light fixtures, monthly.
7. Dust or wipe clean window frames, weekly.
8. Dust and clean high ledges and A/C vents, monthly.

RESTROOMS

1. Clean and sanitize toilets and urinals with EPA registered disinfectant cleaner, daily.
2. Clean and disinfect sinks and counter tops, daily.
3. Clean and polish mirrors, daily.
4. Clean and polish faucets, chromed plumbing and other bright work, daily.
5. Clean walls and partitions, monthly; spot clean, daily.
6. Clean and sanitize sanitary napkin disposal units, daily.
7. Empty and clean trash cans, daily; replace plastic liner.
8. Clean and disinfect shower stalls with EPA registered disinfectant, daily.
9. Scrub under urinals as needed to prevent urine stains, as needed.
10. Dust all horizontal surfaces, daily. Dust A/C vents, as needed.

WALLS AND WOODWORK

1. Spot clean walls where required to remove finger prints and smudges, daily. Pay special attention to the walls in the dining and serving areas.
2. Damp wipe doors, moldings, frames etc. to remove fingerprints, smudges and other soil, weekly.
3. Clean baseboards and low moldings, monthly.

GLASS MAINTENANCE

1. Clean entrance door and side glass, daily.
2. Spot clean windows inside to remove finger prints and smudges, as needed.

MISCELLANEOUS

1. Clean main entrance to building including sweeping, removing cobwebs, glass and cigarette urns.
2. Clean mirrors, as needed.
3. Remove trash and/or clean the pits, as needed.
4. Maintain janitorial closets so it is clean & orderly.

EQUIPMENT, TOOLS & SUPPLES

1. All tools and equipment and supplies are to be provided by the Town of Palm Beach Shores
2. All Image Janitorial Services staff will be trained in the proper, safe use of all equipment, tools and materials used on the jobsite.
3. Image Janitorial Services, will provide an MSDS book and update it as required.

HOURS OF OPERATION:

All cleaning will be done between the hours of 7:00 am – 9am, Monday thru Friday.

HOLIDAY SCHEDULE:

The Town will provide Image Companies with a list of observed holidays for the year.

To: Palm Beach Shores Town Commission

From: Mayor Myra Koutzen

Re: Beach Cabana Contract

Date: November 18, 2019

This item is to ask the Town Commission for direction regarding the future of providing cabana services on the Town beach.

Background

The Town currently has a contract with Oceanside Beach Services. The Commission agreed to assign the contract after the sale of the business by Tracy Larcher. The agreement, attached, expires December 31, 2019.

Options

- 1) Authorize staff to negotiate a new agreement with Oceanside Beach Services. Specify any recommended change in terms to be included in the new contract.
- 2) Authorize staff to issue an RFP with a target of the next Commission meeting on December 16 for a decision. Specify any recommended change to the previous RFP, also attached.

To: Palm Beach Shores Town Commission

From: Mayor Myra Koutzen

Date: June 17, 2019

Re: Proposed Re-Assignment of Beach Cabana Service

This is to ask the Commission to consider allowing Oceanside Beach Services to fulfill the remainder of the year's contract that the Town has with Cabana Beach Service to provide cabanas and umbrellas on the Town beach.

Background

In March, 2017, the Town of Palm Beach Shores issued a Request for Proposal to provide beach cabana chair/umbrella services on the Town beach. Only one company answered the RFP, Cindy Larcher's Cabana Beach & Canvas Services.

Before the contract could be finalized, sadly Cindy passed away. We eventually established a contract with Tracy Larcher and his company, Cabana Beach Service. (See attached contract.)

That contract is for a one-year term with the option of mutually agreed annual one-year extensions. The contract has already been extended once and currently expires on December 31, 2019.

Tracy and Dawn are selling Cabana Beach Service to Oceanside Beach Services. Oceanside currently serves the Marriott Ocean Pointe and the Riviera Municipal Beach. Palm Beach Shores has a contract with Oceanside for beach cleaning services.

As part of the sale, Oceanside has agreed to assume the current Cabana Beach Service contract with our Town under the same terms (see attached letter from Oceanside President, Michael Novatka).

The Town has received no resident complaints about the current beach cabanas. The residents who use them seem to be happy with the service.

Recommendation

Staff recommends that the Commission agree to the request to allow Oceanside to assume the existing beach cabana contract starting July 1, 2019. This will give both the Town and Oceanside the opportunity to work together for a few months in order to decide whether we wish to mutually agree to continue another year under the same terms.



Oceanside Beach Service Inc.
2650 Lakeshore Drive #503
Riviera Beach, FL 33404

June 5, 2019

Town of Palm Beach Shores
100 Edwards Ave
Palm Beach Shores, FL 33404

Re: Beach Cabana Chairs/Umbrella Services Contract

Dear Commissioners,

Oceanside Beach Service Inc. will acquire Cabana Beach Service LLC effective July 1, 2019. Accordingly, I request transfer of the current beach service concession contract to Oceanside Beach Service.

I have reviewed the current contract (including addendum 1) and agree to the terms and conditions.

I can be reached at (561) 568-7861 or via email at mike@beachservice.com to address any questions or concerns. Oceanside Beach Service looks forward to providing continued quality service to the Town of Palm Beach Shores.

Sincerely,

Michael J. Novatka
President

**TOWN OF PALM BEACH SHORES
BEACH CABANA CHAIRS/UMBRELLA SERVICES CONTRACT
ADDENDUM NO. 1**

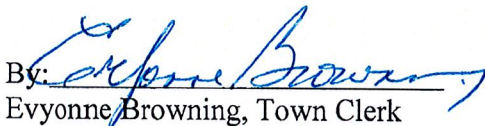
THIS ADDENDUM NO. 1 is meant to renew and amend the "Town of Palm Beach Shores Beach Cabana Chairs/Umbrella Services Contract" between Beach Cabana Service LLC and the Town of Palm Beach Shores, dated and effective January 1, 2017.

1. The BEACH CABANA CHAIRS/UMBRELLA SERVICES CONTRACT is renewed for one additional one-year term, commencing January 1, 2019 through December 31, 2019.
2. The original BEACH CABANA CHAIRS/UMBRELLA SERVICES CONTRACT is amended to provide for and allow the placement of a cushion storage container as depicted and further explained in Exhibit "A" to this Addendum No. 1.
3. All other terms, conditions and rates as set forth in the original BEACH CABANA CHAIRS/UMBRELLA SERVICES CONTRACT shall remain in full force and effect as set forth therein.

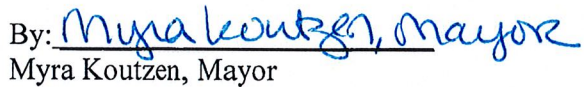
IN WITNESS WHEREOF, the Town Commission of the Town of Palm Beach Shores, Florida, has approved and authorized its Mayor to execute this Addendum No. 1 on behalf of the TOWN and caused the seal of the TOWN to be affixed hereto, and Beach Cabana Service LLC has hereunto set its hand and seal the day and year written. Beach Cabana Service LLC represents that its Manager is authorized to execute this contract on its behalf.

ATTEST:

TOWN:

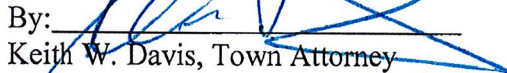
By: 
Evyonne Browning, Town Clerk

Town of Palm Beach Shores

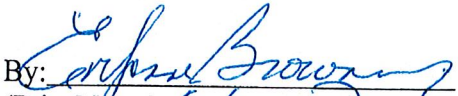
By: 
Myra Koutzen, Mayor


APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

(Seal)

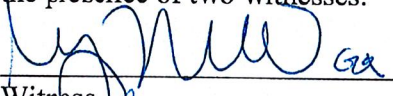

By: 
Keith W. Davis, Town Attorney

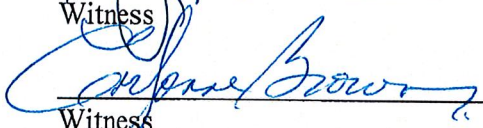
ATTEST:

By: 
(Print Name) Evonne Browning

(Corporate Seal) N/A 


Signed, sealed and delivered in
the presence of two witnesses:

 
Witness


Witness

CONTRACTOR:

Beach Cabana Service LLC

By: 
Tracy Larcher, Manager

Either party may terminate this Contract upon 30 days' written notice to the other party. Upon termination of this Contract, the CONTRACTOR shall immediately (within 48 hours of the termination), remove all equipment from the TOWN'S property. Should the CONTRACTOR fail to do so, the TOWN is authorized to remove the CONTRACTOR'S equipment and shall not be liable for any damage caused to such equipment due to said removal. The Town shall not be liable or responsible for any rental agreements between the CONTRACTOR and any customer(s) that may extend beyond the Contract termination.

The CONTRACTOR is permitted to provide the contemplated services, which includes rental of up to 12 beach set-ups. in the designated area of the TOWN'S beach. A beach set-up is defined as a double lounge (wood) with cushions, cabana hood and/or umbrella; or two portable strap chairs with umbrella. Between February 28/29 and November 1 the CONTRACTOR shall have no more than 6 double lounge (wood) set-ups and 6 portable set-ups. The CONTRACTOR shall be permitted to operate as a free enterprise and to establish rates for renting beach equipment and services.

The CONTRACTOR shall pay to the TOWN One Hundred Twenty Dollars (\$120.00) upon execution of this Contract, representing Ten Dollars (\$10.00) per chair for each of the twelve (12) chairs that the CONTRACTOR is permitted to place on the TOWN'S beach. Should this Contract be renewed for any additional annual terms, payment of One Hundred Twenty Dollars (\$120.00) shall be paid to the TOWN by the CONTRACTOR for each such annual renewal term. There shall be no refund due to the CONTRACTOR to an early termination of this Contract.

The CONTRACTOR is permitted to provide the contemplated services in the designated 50' x 50' area on the northeast portion of the TOWN beach, between the high water line and the dune, along the northern Town property line, as depicted on the attached "Exhibit A". Equipment shall not be placed closer than 50' to the lifeguard tower or placed on the dunes. The CONTRACTOR shall not place or install equipment in any other location other than the above. The public, in general, shall, at all times, have the free use of space allocated to the public south of CONTRACTOR'S location.

Contemplated services shall not take place during the hours of darkness, which for the purposes of this agreement begins one (1) hour after sunset and ends at sunrise. Beach equipment will be permitted to remain on the sand overnight, as long as it is in good condition and neatly arranged. During sea turtle nesting season (March 1 – October 31), beach equipment shall be removed from the beach or placed in a single row as close to the toe of the dune as possible in an area that does not impact native vegetation or significantly affect sea turtles.

The CONTRACTOR shall, at the time of an official hurricane warning, arrange to remove all equipment from the beach area being served. All equipment must be removed from the TOWN beach within eight (8) hours of issuance of a warning. In the event that TOWN resources (including both personnel/manpower and equipment) are required to comply with this requirement (or any other requirement of this Contract), the CONTRACTOR shall compensate the TOWN for the actual value of the use of such

resources as reasonably determined by the TOWN. Compensation shall be paid to the TOWN within 30 days of the TOWN providing the CONTRACTOR with an invoice for same. In no event shall TOWN resources be utilized in furtherance of any requirement of this Contract without prior authorization of the TOWN Mayor, Manager or designee.

In the event that the CONTRACTOR employs any subcontractors, the CONTRACTOR shall bind such subcontractors to the requirements of this Contract. Any violation by a subcontractor shall be deemed a violation by the CONTRACTOR directly.

It is understood that the CONTRACTOR holds and will maintain current and appropriate certification and/or license as well as worker's compensation as required by the laws of the State of Florida and commercial general liability insurance in amounts sufficient to cover the services to be performed under this Contract during the entire Term of the Contract, including any extensions, and that the Town of Palm Beach Shores shall be named as additional insured on said insurance coverage for the purpose of performing the specified services for the entire term of this Contract, including any extensions. The CONTRACTOR shall provide the TOWN with copies of insurance certificates prior to providing the services contemplated herein.

The CONTRACTOR shall at all times, and at its sole cost and expense, indemnify, defend and hold harmless the TOWN, its agents, servants, and employees, from and against any claim, demand or cause of action of whatsoever kind or nature, arising out of error, omission, negligent act, conduct, or misconduct of the CONTRACTOR, its agents, servants, or employees in the performance or provision of services under this Agreement. The TOWN shall have the right to approve or disapprove the hiring of any attorney to represent the TOWN in the event of any claim. The indemnification provisions of this Contract shall survive the expiration or termination of this Contract.

All risk of loss to the CONTRACTOR'S equipment, vehicle(s), and any personal property of any kind that is directly or indirectly related to the provision of services contemplated by this Contract shall be borne solely by the CONTRACTOR. The TOWN shall in no way be responsible or liable for damage or destruction to; or theft or other misappropriation of, the CONTRACTOR'S, equipment, vehicle(s), and personal property of any kind that is directly or indirectly related to the provision of services contemplated by this Contract.

Neither the TOWN or the CONTRACTOR shall be required to perform any term, condition, or covenant in the Contract when such performance is delayed or prevented by acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, hurricanes and any other cause not reasonably within the control of either party and which by the exercise of due diligence either party is unable wholly or in part, to prevent or overcome.

The CONTRACTOR warrants and covenants with the TOWN that at all times during the Term of this Contract, including any extensions, it shall abide by all applicable local, county, state and federal laws, rules and regulations, as such may be amended from time to time, applicable to the provision of services contemplated herein as well as

applicable to the TOWN'S property. Such laws, rules and regulations include, but are not necessarily limited to:

- The TOWN'S Certificate of Use and Business Tax regulations;
- The TOWN'S and Palm Beach County's Sea Turtle Protection regulations;
- The TOWN'S Dune Preservation and Beach Access regulations, including regulations regarding vehicles on the beach;
- The Americans with Disabilities Act.

Should the CONTRACTOR be cited by the County for violating Palm Beach County's Sea Turtle Protection regulations, the CONTRACTOR shall provide immediate notice to the TOWN and shall have 48 hours to cure the violation. If the violation is not cured within 48 hours, such violation shall constitute termination of this Contract between the CONTRACTOR and the TOWN. In addition, the CONTRACTOR agrees and acknowledges that it shall assume full responsibility for maintaining compliance with all such applicable laws, rules and regulations and specifically agrees to hold the TOWN harmless from any determination that any such applicable law, rule or regulation, whether specified above or not, has been violated by the CONTRACTOR'S actions in the provision of services contemplated herein. The hold harmless provisions of this Contract shall survive the expiration or termination of this Contract.

As provided in Sec. 287.132-133, *Florida Statutes*, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Sec. 287.133(3)(a), *Florida Statutes*. The failure of the CONTRACTOR to comply with the requirements of this paragraph, or the CONTRACTOR'S use of employees or subcontractors, including subcontractor employees, who are not eligible to be employed in the United States, or the CONTRACTOR'S failure to comply in all respects with the Immigration Reform and Control Act of 1986 shall void this Contract, and the TOWN shall not be liable to the CONTRACTOR for any amounts that may be due hereunder, or in any manner whatsoever as it relates to the terms of this Contract.

Notice as required in the Contract documents shall be sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

TOWN: Town of Palm Beach Shores 247 Edwards Lane Palm Beach Shores, Florida 33404 Attn: Mayor or Town Manager	CONTRACTOR: Cabana Beach Service LLC 118 Blossom lane Palm Beach Shores, Florida 33404 Attn: Tracy Larcher
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Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the TOWN shall fully cooperate with the inspector general in the

exercise of the inspector general's functions, authority and power. The inspector general has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the TOWN, as well as contractors and lobbyists of the TOWN in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

In accordance with Sec. 119.0701, *Florida Statutes*, the CONTRACTOR must keep and maintain this Contract and any other records associated therewith and that are associated with the performance of the services contemplated herein. Upon request from the TOWN'S custodian of public records, the CONTRACTOR must provide the TOWN with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A CONTRACTOR who fails to provide the public records to the TOWN, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, the CONTRACTOR shall ensure that any exempt or confidential records associated with this Contract or associated with the provision of services contemplated herein are not disclosed except as authorized by law for the duration of the Contract Term, including extensions, and following completion of the Contract if the CONTRACTOR does not transfer the records to the TOWN. Finally, upon completion of the Contract, the CONTRACTOR shall transfer, at no cost to the TOWN, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the TOWN. If the CONTRACTOR transfers all public records to the TOWN upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the TOWN, upon request from the TOWN'S custodian of public records, in a format that is compatible with the TOWN'S information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE TOWN CLERK, RECORDS CUSTODIAN FOR THE TOWN, AT (561) 844-3457, OR AT ebrowning@pbstownhall.org, OR AT 247 EDWARDS LANE, PALM BEACH SHORES, FLORIDA 33404.

This Contract shall be construed pursuant to the laws of the State of Florida. Venue for any dispute arising out of this Contract shall be in Palm Beach County, Florida. The prevailing party in any dispute arising out of this Contract shall be entitled to an award of its costs and reasonable attorney's fees, including fees on appeal, incurred in such dispute.

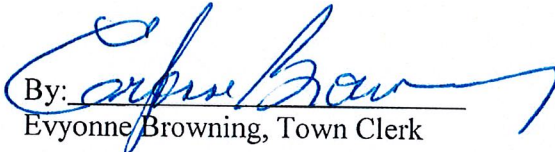
This Contract shall be binding on the CONTRACTOR'S and the TOWN'S successors in interest, representatives, and heirs.

Should any provision of this Contract be found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, such determination shall have no effect on the remainder of this Contract which will, in such event be construed in its entirety with the omission of such portion, provision, paragraph, sentence or word.

This seven (7) page Contract, including exhibits and insurance policies, constitutes the entire agreement and understanding between the parties; no modification shall be made to this Contract unless in writing and executed with the same formality as this Contract.

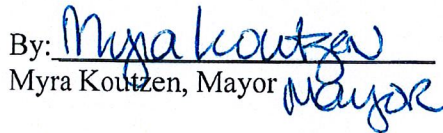

IN WITNESS WHEREOF, the Town Commission of the Town of Palm Beach Shores, Florida, has approved and authorized its Mayor to execute this Contract on behalf of the TOWN and caused the seal of the TOWN to be affixed hereto, and the CONTRACTOR has hereunto set his hand and seal the day and year written. The CONTRACTOR represents that it is authorized to execute this contract on behalf of itself.

ATTEST:

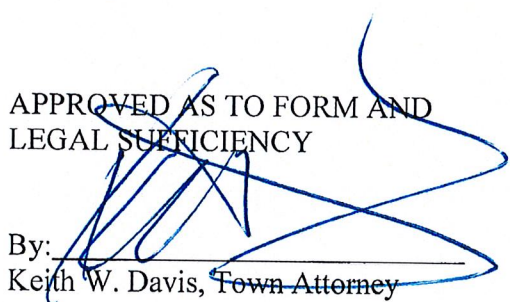
By: 
Evyonne Browning, Town Clerk

TOWN:

Town of Palm Beach Shores

By: 
Myra Koutzen, Mayor 

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Keith W. Davis, Town Attorney

(Seal)



ATTEST:

CONTRACTOR:

Cabana Beach Service LLC

Attest:

By: Erpene Browning
(Print Name) Erpene Browning
Town Clerk

By: Tracy Larcher
Tracy Larcher

(Corporate Seal)

Signed, sealed and delivered in
the presence of two witnesses:

Erpene Browning
Witness

Tracy Larcher
Witness

REQUEST FOR PROPOSALS

Cabana Chairs / Umbrella Services for the Town's Beach Town of Palm Beach Shores

The Town of Palm Beach Shores desires to engage the services of an individual or business entity to provide cabana chairs / umbrellas for use on the Town's beach in specified areas designated by the Town. The successful proposer will enter a one year contract for services, with an additional one (1) year renewal option. This contract will provide firm pricing for the provision of cabana chairs / umbrellas for use on the Town's beach, as well as insurance and indemnification provisions.

Proposal specifications and submittal instructions may be picked up at the Palm Beach Shores Town Hall. Anyone desiring to provide the aforementioned services must submit a proposal based on the specifications, to the Palm Beach Shores Town Hall, 247 Edwards Lane, Palm Beach Shores, Florida 33404. The deadline for formal submittal will be **12:00 Noon**, _____, _____, **2017** at which time all proposals will be publicly opened at Town Hall. The contract will be awarded by the Town Commission to the proposer that the Town Commission believes will serve the best interest of the Town, based on factors including price, experience, Town residency and quality of equipment.

The Town reserves the right to accept or reject any and/or all proposals and to select a service provider which in the Town's sole discretion would best be able to meet the needs of the Town, as set forth in the proposal specifications.

RFP specifications can be obtained on the Town's website www.palmbeachshoresfl.us, or by calling Town Hall at (561) 844-3457.

Publish: _____

PROPOSAL SPECIFICATIONS

Cabana Chairs / Umbrella Services for the Town's Beach Town of Palm Beach Shores

Beach Equipment may include cabanas, lounge chairs, umbrellas and/or other related items, and should be specified in detail in the proposal.

The location for Beach Equipment will be restricted to an area 50' x 50' in the northeast area of the Town Beach, between the high water line and the dune, along the northern Town property line. (See attached.) Beach Equipment may not be placed closer than 50' to the lifeguard tower or placed on the dunes.

A Beach Equipment placement and management plan should be included in the proposal, and must comply with all local, county, state and federal regulations including those designed to protect nesting sea turtles.

Area(s) and plans for storage (including during weather events) should be indicated in the proposal.

Indication of how the beach equipment will be transported to and from the designated beach area should be indicated in the proposal.

Beach Equipment repairs are prohibited on, and should be handled off, Town property.

Specifications of the size, color, materials, and design of all Beach Equipment should be indicated in the proposal. Photographs of proposed Beach Equipment should be included in the proposal.

The successful Beach Equipment provider must carry adequate general liability insurance of at least \$1,000,000.00 and must name the Town as an additional insured on the general liability policy. The successful provider must indemnify and hold the Town harmless from any claims.

The successful provider will negotiate and execute a contract with the Town for the provision of the services contemplated herein, including fees for use of Town property, rental fees, and insurance and indemnification provisions.

Contact information, process and reasonable time frame to respond to Town concerns and/or requests must be provided in the proposal. All provider requests and concerns should be sent to Palm Beach Shores Town Hall, 247 Edwards Lane, Palm Beach Shores, FL, 33404, or directed to Evyonne Browning, Town Clerk, at (561) 844-3457.

RESOLUTION R-17-19

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, STRONGLY ENCOURAGING THE STATE LEGISLATURE TO APPROVE SENATE BILL 182, AND ANY COMPANION HOUSE BILLS RELATING TO THE PREEMPTION OF RECYCLABLE AND POLYSTYRENE MATERIALS BY AMENDING SECTION 403.7033 AND SECTION 500.90, , FLORIDA STATUTES, REPEALING THE PREEMPTION OF LOCAL LAWS REGARDING THE USE OR SALE OF SINGLE-USE PLASTIC BAGS AND POLYSTYRENE MATERIALS.

WHEREAS, the Town Commission of the Town of Palm Beach Shores is diligent in its efforts to preserve the beautiful environment that supports the tourism industry which is so vital to the economy of the Town of Palm Beach Shores and the State of Florida; and

WHEREAS, plastic bags and polystyrene are detrimental because they do not fully degrade in our oceans or land environment and they introduce unsafe chemicals into our environment; and

WHEREAS, plastic bags and polystyrene create the potential for death of land and marine animals through entanglement and ingestion; and

WHEREAS, the expansive usage of single-use shopping bags and polystyrene containers and their typical disposal rates creates an impediment to the Town's waste reduction and recycling goals while creating unsightly litter; and

WHEREAS, single-use plastic bags and polystyrene containers are difficult to recycle and frequently contaminate material that is processed through the Town's curbside recycling and composting programs; and

WHEREAS, reusable bags and biodegradable containers are considered to be the best option to reduce waste and litter, protect wildlife and conserve resources; and

WHEREAS, the Town Commission acknowledges that some businesses have taken affirmative steps to accomplish this goal and recognizes their proactive efforts; and

WHEREAS, it is in the public interest for the Town Commission to encourage and enable the location of a viable reusable bag manufacturing operation in the State of Florida; and

WHEREAS, it is in the public interest for the Florida Legislature to provide statewide deregulation of the proliferation of single-use shopping bags and polystyrene containers; and

WHEREAS, the Florida Legislature under "The Energy, Climate Change, and Economic Security Act of 2008", enacted House Bill 7135, creating Sections 403.7033 and 500.90, Florida Statutes; and

WHEREAS, Section 403.7033 requires the Florida Department of Environmental Protection (DEP) to perform an analysis and submit a report to the Legislature by February 1, 2010, regarding the necessity and efficacy of both statewide and local regulation of bags used by consumers to carry products from retail establishments; and

WHEREAS, the statute also provides that until such time that the Legislature adopts the recommendations of DEP, no local or state government may enact any regulation or tax on the use of such retail bags; and

WHEREAS, the DEP analysis determined a need for new or different regulations of bags used by customers to carry products from retail establishments and recommends the implementation of new standards requiring the prohibition of plastic carryout bags encourages the use of reusable bags to the benefit of the State's environment; and

WHEREAS, Section 500.90 preempts local regulation of the use or sale of polystyrene products; and

WHEREAS, the Town Commission supports the efforts to repeal Sections 403.7033 and 500.90, Florida Statutes, so that local government can enact appropriate legislation relating to the regulation of plastic bags and polystyrene containers.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA:

Section 1. The Mayor and Town Commission support efforts to repeal Sections 403.7033 and 500.90, Florida Statutes, so that local governments are no longer preempted from enacting appropriate legislation relating to the regulation of plastic bags and polystyrene containers.

Section 2. The Mayor and Town Commission encourages approval of Senate Bill 182 and all companion House Bills eliminating preemption language in Sections 403.7033 and 500.90, Florida State Statutes.

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED in a regular, adjourned session of the Town Commission of the Town of Palm Beach Shores assembled this 18th day of November 2019.

ATTEST:

Myra Koutzen, Mayor

Evyonne Browning, Town Clerk

RESOLUTION NO. R-18-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, PALM BEACH COUNTY, FLORIDA, AMENDING ITS OPERATING BUDGET FOR FISCAL YEAR 2018/19 IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF BUDGET RESOLUTION NO. R-10-18 PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the necessity of amending the 2018/2019 Town budget has come to the attention of the Town Commission of the Town of Palm Beach Shores; and

WHEREAS, pursuant to Sec. 2, 3 and 4 of Budget Resolution No. **R-10-18** adopted September 18, 2018 in accordance with State Law, budget amendments relating to increases or decreases to the total sum allocated to each department for operating expenses and capital outlay expenses must be formally approved by the Town Commission in the form of a budget resolution for such transfers.

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

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

Section 1. The Town of Palm Beach Shores, hereby amends its 2018/2019 budget as provided in the schedules attached hereto as Exhibit “A” and made a part hereof, in accordance with the terms and provisions of the Budget Resolution No. **R-10-18**.

Section 2. The Town Clerk is hereby directed to attach a copy of this Resolution amending the 2018/2019 budget to the budget documents and this Resolution shall be made a part of said budget.

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

DULY PASSED AND ADOPTED this 18th day of November 2019.

Myra Koutzen, Mayor

ATTEST:

Evyonne Browning, Town Clerk

(SEAL)

RESOLUTION NO. R-19-19

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, PALM BEACH COUNTY, FLORIDA, AMENDING ITS OPERATING BUDGET FOR FISCAL YEAR 2019/20 IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF BUDGET RESOLUTION NO. R-14-19 PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the necessity of amending the 2019/2020 Town budget has come to the attention of the Town Commission of the Town of Palm Beach Shores; and

WHEREAS, pursuant to Sec. 2, 3 and 4 of Budget Resolution No. **R-14-19** adopted September 17, 2019 in accordance with State Law, budget amendments relating to increases or decreases to the total sum allocated to each department for operating expenses and capital outlay expenses must be formally approved by the Town Commission in the form of a budget resolution for such transfers.

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

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

Section 1. The Town of Palm Beach Shores, hereby amends its 2019/2020 budget as provided in the schedules attached hereto as Exhibit “A” and made a part hereof, in accordance with the terms and provisions of the Budget Resolution No. **R-14-19**.

Section 2. The Town Clerk is hereby directed to attach a copy of this Resolution amending the 2019/2020 budget to the budget documents and this Resolution shall be made a part of said budget.

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

DULY PASSED AND ADOPTED this 18th day of November 2019.

Myra Koutzen, Mayor

ATTEST:

Evyonne Browning, Town Clerk

(SEAL)

ORDINANCE NO. O-17-19

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE TOWN OF PALM BEACH SHORES AT CHAPTER 22. ELECTIONS. SECTION 22-9. TO PROVIDE A MUNICIPAL ELECTION DATE AND RUN-OFF ELECTION DATE FOR THE 2020 TOWN MUNICIPAL ELECTION CONCURRENTLY WITH THE 2020 PRESIDENTIAL PREFERENCE PRIMARY ELECTION; DIRECTING THE TOWN CLERK TO TRANSMIT A CERTIFIED COPY OF THIS ORDINANCE TO THE PALM BEACH COUNTY SUPERVISOR OF ELECTIONS; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 22. ELECTIONS. 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, Article III, Section 3.6 of the Town Charter sets the date for town elections as the second Tuesday in March of each year; and

WHEREAS, Chapter 22, Section 22-4 of the Town Code sets the qualifying period for town elections as noon on the first Tuesday in December until noon on the third Tuesday in December of the calendar year preceding the calendar year in which the election is to be held.

WHEREAS, in 2020, as previously occurred in 2016, the presidential preference primary election will fall on the third Tuesday in March; and

WHEREAS, the Town Commission previously adopted Ordinance O-3-15 to move the Town's 2016 municipal election date to a date concurrent with that year's presidential preference primary election; and

WHEREAS, holding the Town's election on a date concurrent with the presidential preference primary election requires the town to adopt an ordinance that establishes the municipal election date and run-off election date for the year when the town holds its municipal elections concurrent with the presidential preference primary election, and

WHEREAS, sections 100.3605, 101.75, and 166.021, *Florida Statutes*, permit the town to amend its code of ordinances to change the date of its town election by ordinance and without referendum, and

WHEREAS, the Town Commission believes these amendments to the code of ordinances are in the best interests of the citizens of the Town of Palm Beach Shores.

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

Section 1. The facts and recitations contained in the preamble of this ordinance are adopted and incorporated by reference as if set forth in this section.

Section 2. The Code of Ordinances of the Town of Palm Beach Shores, Florida, is hereby amended at Chapter 22. Elections, Section 22-9 to provide municipal election dates for the 2020 town election that will coincide with the 2020 presidential preference primary election; providing that Section 22-9 shall hereafter read as follows:

Sec. 22-9. Town election dates, qualifying periods, and run-off election dates for years of statewide or countywide presidential preference primary elections.

F.S. § 101.75, delegates authority to the town to move the date and qualifying period of any town election to a date concurrent with other statewide or countywide elections. Notwithstanding the sections of the town Charter and Code of Ordinances regarding the municipal election date, election qualifying period, and date of runoff election, the town shall hold its town election concurrently with statewide or countywide presidential preference primary elections when those occur, and adhere to the following town election date, qualifying period, and run-off election date in such instances:

- (1) Beginning in 2016, the town shall hold its municipal election concurrently with presidential preference primary elections.
 - a. ~~For town elections that occur in 2016, the~~ The qualifying period for such elections shall be as set forth in Sec. 22-4 of the Town Code ~~begin at noon, November 20, 2015 and end at noon, December 4, 2015.~~
 - b. The 2020 ~~2016~~ town election shall occur on March 17, 2020 ~~15, 2016~~ and no candidate may take office until the election has concluded.
 - c. If candidates for any town office in 2020 ~~2016~~ receive the highest and equal numbers of votes cast, the names of the tied candidates shall be placed on a ballot and voted on at a runoff election on March 31, 2020 ~~29, 2016~~.
- (2) When a presidential preference primary election occurs in future years, the town shall set a concurrent election date, ~~qualifying period,~~ and date of run-off election by separate ordinance.

Section 3. The town clerk is directed to transmit a certified copy of this ordinance to the Office of the Palm Beach County Supervisor of Elections.

Section 4. Each and every other section and subsection of Chapter 22. Elections shall remain in full force and effect as previously adopted.

Section 5. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

Section 6. If any section or provision of this ordinance, any paragraph, sentence or word is declared invalid by a court of competent jurisdiction, the decision shall not affect the validity of the remainder of this ordinance.

Section 7. Specific authority is hereby given to codify this ordinance into the Code of Ordinances of the Town of Palm Beach Shores.

Section 8. This ordinance will take effect immediately upon adoption.

FIRST READING this 21st day of October 2019.

SECOND AND FINAL READING this 18th day of November 2019.

TOWN OF PALM BEACH SHORES

Mayor Myra Koutzen

ATTEST:

Evyonne Browning, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY.

Keith W. Davis, Town Attorney

(SEAL)