

Monday, August 6, 2018  
6:00 pm



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

**TOWN COMMISSION  
SPECIAL CALLED MEETING AGENDA**

Mayor Myra Koutzen  
Vice Mayor Roby DeReuil

Commissioner Gil Gilgallon  
Commissioner Bob Stanton  
Commissioner Brian Tyler

Town Attorney Keith Davis

Town Clerk Evyonne Browning

**1. CALL TO ORDER**

a. Roll Call

**2. PRESENTATIONS**

**3. MISCELLANEOUS BUSINESS**

- a. Special Event Permit SPB-15: Community Center event, Celebration of Life, August 18, 2018, 1:00 pm to 11:00 pm, 100 participants.
- b. Special Event Permit SPB15B: Town Beach event as a memorial during the Celebration of Life event, 5:00 pm to 5:30 pm, 50 participants.

**4. 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.

DATE SUBMITTED 7/17-18

PERMIT NO. SP18-15

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

**Item 3a**  
**Aug 6 2018**

Type of event: CELEBRATION OF LIFE Location: COMMUNITY CENTER

Sponsor: JUL KERTING Telephone: 561-371-6327

Property owner's consent and acknowledgement of responsibility:

Signature: [Signature]

Date and Time 8-18-18 1pm Time it ends: 11pm

Number of participants: 100

Proof of insurance attached? Yes        No       

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

APPROVED:

Fire Department:        Police Department:       

Number of off-duty officers required:       

Date of Commission Review:        Approved:



## RESIDENT RESERVATION APPLICATION

**IMPORTANT:** This form is the first step in reserving the Palm Beach Shores (PBS) Community Center. Only PBS Resident Property Owners or organizations as described on the Reservation Information and Fee Schedule are eligible to rent this facility. Requests will be reviewed in order of which they are received and the Resident will be notified of approval or denial. ~~Completing this form does not confirm or hold any dates.~~ Please type or print legibly especially the phone number and e-mail address. Request for Amplified Music made to Town Clerks attention. ~~A complete rental packet and all monies due are required to secure the rental.~~

### RESIDENT INFORMATION

Requested Date & Facility: 8-18-18 1<sup>st</sup> Floor 2<sup>nd</sup> Floor  
Name of Resident: Jill Keating  
Address: 136 CLAREMONT LN  
City: Palm Beach Shores State: FL Zip: 33404  
Phone: — Cell: 561-371-6327  
E-mail: Jmk318 AOL  
Alternate Contact: Melanie Erickson

### Event Information

Type of event	<u>Celebration of Life</u>	Using outside caterer	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Anticipated attendance	<u>100</u> (Max 120)	Alcoholic Beverages	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <small>State &amp; local laws apply to alcohol consumption; sale of alcohol must be permitted and sold by a licensed vendor.</small>
Requested access time		Type of decorations:	<u>Glass vase on table 5</u> <u>7 shells</u>
Time event will begin	<u>1pm to 11pm</u>	Additional Considerations:	
Time event will end	<u>11pm</u>		
Facility close time	<u>11pm</u>		
<small>Maximum 10 hour rental; \$100+tax per additional hour (preapproval required) No time after Midnight</small>			

1 <sup>st</sup> Floor	2 <sup>nd</sup> Floor (Max Capacity 120)
Reserve 1 <sup>st</sup> floor – open restrooms (\$50 + tax)	<input checked="" type="checkbox"/> # of 6' round tables (maximum 12)
BBQ grill (\$25 + tax)	<input checked="" type="checkbox"/> # of chairs (maximum 130)
1 <sup>st</sup> floor kitchen (\$25 + tax)	<input checked="" type="checkbox"/> # of 6' rectangle tables (maximum 8)
# of 6' rectangle tables (maximum 8)	<input checked="" type="checkbox"/> # of round bistro tables (maximum 8)
Mandatory Cleaning Fee \$145	<input checked="" type="checkbox"/> # of card tables (maximum 6)
Additional set-up needs:	<input checked="" type="checkbox"/> Mandatory Cleaning Fee \$185
	Additional set-up needs:

Jill Keating Resident Printed Name [Signature] Resident Signature 7-17-18 Date



Town of Palm Beach Shores

Community Center Rental

Check List

Date of Event: 8-18-18 Name of Renter: JILL KEATING

**Required Forms**

Resident Reservation Form	<input checked="" type="checkbox"/>
Special Event Permit (Commission Approval)	<input checked="" type="checkbox"/>
Beach Special Permit (Commission Approval)	<input checked="" type="checkbox"/>
Community Center Rental Agreement	<input checked="" type="checkbox"/>
Community Center Rental Policies & Procedures	<input checked="" type="checkbox"/>
Event Insurance	<input checked="" type="checkbox"/>
Pre-approved floor plan layout	<input checked="" type="checkbox"/>
Amplified Music Request	<input type="checkbox"/>

**Required Fees**

**First Floor:**

Security Deposit	\$50 (Refundable)	<input type="checkbox"/>
Rental Fee (10 Hours)	\$53.50 (Tax Included)	<input type="checkbox"/>
Additional Hours	\$53.50/hour (Tax Included)	<input type="checkbox"/>
Grill	\$26.75 (Tax Included)	<input type="checkbox"/>
Kitchen	\$26.75 (Tax Included)	<input type="checkbox"/>
Cleaning Fee	\$145.00	<input type="checkbox"/>
Special Permit (50+ Guests)	\$50.00	<input type="checkbox"/>

**Second Floor:**

Security Deposit	\$500.00 (Refundable)	<input checked="" type="checkbox"/>
Rental Fee (10 Hours)	\$428.00 (Tax Included)	<input checked="" type="checkbox"/>
Additional Hours	\$107.00/hr (Tax Included)	<input type="checkbox"/>
Cleaning Fee	\$185.00	<input checked="" type="checkbox"/>
Special Permit (50+ Guests)	\$50.00	<input checked="" type="checkbox"/>





**Town of Palm Beach Shores**  
**Community Center Rental**  
**Check List**

**Beach Rental:**

Security Deposit	\$250.00 (Non-Refundable)	<input checked="" type="checkbox"/>
Rental Fee (10 Hours)	\$250.00	<input checked="" type="checkbox"/>
Cleaning Fee	\$100.00 (Refundable)	<input checked="" type="checkbox"/>
Special Beach Permit	\$50.00	<input checked="" type="checkbox"/>

**Total Due**

1813.00

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

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

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

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

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

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

Printed Name & Signature of Renter

Jill Keating  
Laura Hebron

Signature of Community Center Coordinator

7-17-18

Date

7-17-18

Date

Town of Palm Beach Shores

247 Edwards Lane  
Palm Beach Shores FL 33404

Jill Keating  
136 Claremont Lane  
RE: August 18, 2018 Event / 2nd FL & BEACH RENTAL

***Town of Palm Beach Shores***

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Receipt #: 10749	Date: 7/27/2018	From: Jill Keating	Register: Gaudy	Operator ID: asystAdmin
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Miscellaneous Receipt	Comm Cntr Cleaning Fee Jill Keating	\$100.00
	TOTAL CLEANING FEE 8.18.18 Event Balance:	
Miscellaneous Receipt	Comm Cntr Cleaning Fee Jill Keating	\$185.00
	Keating, Jill / 8.18.18 Event / 2nd FL Balance:	
Miscellaneous Receipt	Comm Cntr Deposit - Ke Jill Keating	\$500.00
	Keating, Jill - 8.18.18 Event 2nd FL Balance:	
Miscellaneous Receipt	Comm Cntr Rental - Keat Jill Keating	\$428.00
	Keating, Jill - 8.18.18 Event 2nd FL Balance:	
Miscellaneous Receipt	Misc. Income - BEACH R Jill Keating	\$250.00
	POSIT - 8.18.18 Event - Keating, Jill Balance:	
Miscellaneous Receipt	Misc. Income - BEACH R Jill Keating	\$250.00
	CLEANING FEE - 8.18.18 Event - Keating, Jill Balance:	
Miscellaneous Receipt	Special Permits - Keating Jill Keating	\$50.00
	Permits - Keating, Jill / 8.18.18 CC Event Balance:	
Miscellaneous Receipt	Special Permits BEACH Jill Keating	\$50.00
	PERMIT - 8.18.18 Event - Keating, Jill Balance:	
	<b>Total Receipts</b>	<b>\$1,813.00</b>
	Check - 1707	\$1,813.00
	<b>Change Due:</b>	<b>\$0.00</b>

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Thank you.



**COMMUNITY CENTER RENTAL/USE AGREEMENT**

THIS RENTAL/USE AGREEMENT made and entered into on 9/12/18 by and between the Town of Palm Beach Shores, a Florida municipal corporation, (hereinafter referred to as "PBS") and JILL KEATON (hereinafter referred to as "Renter").

IN CONSIDERATION of the covenants and conditions herein expressed and of the faithful performance of all such covenants and conditions, PBS and Renter do mutually agree as follows:

**EVENT DETAILS** CELEBRATION OF LIFE

PBS does hereby grant unto the Renter the use and occupancy of the following room(s) in the Community Center located at 90 Edwards Lane; PBS, FL 33404.

Event Date: 8/18/18 Event Type CELEBRATION OF LIFE 1<sup>st</sup> Floor \_\_\_ 2<sup>nd</sup> Floor ☒

The above rented premises are to be used for the date and sole purpose stated above. By execution of this Rental Agreement, Renter acknowledges the receipt of the Community Center Rental Policies governing the use and occupancy of the rented premises and Renter agrees to abide by all of the terms and provisions thereof.

**PAYMENT SCHEDULE**

Renter agrees to pay PBS according to the below payment schedule:

SECURITY DEPOSIT (Due with agreement)	RENTAL FEE	ADDITIONAL FEES (May be amended)
<u>500.00</u>	<u>428.00</u>	<u>CLEANING 185.00</u>

**CLEANING, DAMAGE REPAIR AND REPLACEMENT**

PBS will be responsible for normal cleaning of the rented premises before and after use. However, damage fees, including but not limited to fees for incomplete clean up, will be assessed in accordance with Community Center Rental Policies.

**RIGHT OF ENTRY**

PBS and its officers, agents and employees reserve the right, at any time, to enter upon and have free access to any and all parts of the rented premises. PBS reserves the right to preclude or interrupt any act or use of equipments by Renter within the reasonable judgment of PBS, if it is so necessary in the interest of public safety to protect persons or property from exposure to risk of injury, death, damage or loss. PBS shall have the right to inspect any and all parts of the rented premises and make or cause to be made necessary repairs thereto, to enforce all necessary and proper rules for the management and operation of the rented premises, and to enforce the obligations created by this Rental Agreement. The Renter will notify the Police Department (561)844-3456 before leaving the rented premises.

**INSURANCE**

PBS reserves the right to require the Renter to secure and maintain, at its own expenses, a policy of insurance, which must remain in effect during the full period for which the privileges hereunder are granted, and shall include: **Comprehensive general liability insurance (occurrence form)** insuring the Renter for its operations at the rented premises in connection with this Rental Agreement with minimum limits not less than \$1,000,000 combined single limit (Bodily Injury and Property Damage). This insurance shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida and must be rated no less than class "A" as to financial stability and no less than class "II" as to financial size. **IF REQUIRED, IT IS AGREED THAT NO LATER THAN FIVE DAYS BEFORE THE EVENT BEGINS RENTER SHALL FURNISH CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES. ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE TOWN OF PALM BEACH SHORES IS AN ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE RENTER UNDER THIS AGREEMENT.** All required insurance policies shall preclude any underwriters' rights of recovery or subrogation against PBS with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

Insurance Required:   X   Insurance Not Required:           

**INDEMNIFICATION, HOLD HARMLESS, RELEASE OF LIABILITY**

To the fullest extent permitted by federal and Florida laws and by PBS regulations, Renter agrees to indemnify, defend, save and hold harmless PBS and its respective officers, agents and employees, from all claims, damages, liabilities, losses, causes of action, liens or judgments of any kind or nature whatsoever which may arise out of, in connection with, or because of the use, maintenance, or operation of the rented premises. Renter shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection therewith, including but not limited to reasonable attorney's fees and costs necessary to defend any claims or suits, in the name of PBS when applicable. Such indemnification shall not be limited to the amount of insurance available from any source.

PBS assumes no responsibility whatsoever for any property placed on the rented premises by Renter, its agents, employees, representatives, independent contractors or invitees. PBS is hereby expressly released and discharged from any and all liabilities for any loss, injury or damage to such property that may be sustained by reason of the use and occupancy of the rented premises under this Agreement. Renter assumes full responsibility and liability for all damages, losses and liabilities caused by patent defects or conditions on the rented premises once Renter commences use and occupancy of the licensed premises. PBS shall not be responsible for any damage or injury to, or for the personal conduct, safety and welfare of Renter's representatives, employees, exhibitors, independent contractors, workers and invitees while any of them are on the rented premises. Renter assumes all liability for the service of alcoholic beverages and for any loss, damage or injury that may occur as a result thereof. Renter expressly releases PBS and its respective officers, agents and employees from any and all claims, damage, losses or liability associated with all of the above items. Nothing contained in this Rental Agreement is intended nor shall be construed as consent by PBS to be sued, or to waive PBS's rights and immunities under the common law, or pursuant to Florida Statutes Sec. 768.28, as amended from time to time. The provisions of the Paragraph shall survive the execution, delivery and performance of this Rental Agreement.



**ATTORNEY'S FEES**

In any action brought to enforce the terms of this Rental Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees for any expenses it may incur in enforcing its rights hereunder.

**ASSIGNMENT**

Renter shall not assign, transfer, sublet or subject this Rental Agreement or its rights, title or interest.

**AUTHORITY TO BIND RENTER(S)**

In the event the Rental Agreement and/or riders are signed by someone other than the Renter, the person signing expressly warrants the authority to execute the Rental Agreement on behalf of the Renter for this engagement under the terms and conditions established and agreed herein and acknowledges that PBS reasonably relied on such apparent authority. Should it occur that the person signing this Rental Agreement did not in fact have such authority to bind said entity, then, such person becomes personally liable, without limiting PBS' ability to bind Renter.

**DEFAULT BY RENTER**

Should Renter default in the performance of any of the terms, obligations, restrictions and conditions of the Agreement, PBS shall have all legal remedies available to it. Upon default by Renter, PBS may immediately, or at any time thereafter, refuse Renter or anyone else permitted on the premises under the Agreement, access to the facilities, and PBS may remove Renter or anyone else permitted on the premises under this Rental Agreement.

**ENTIRE AGREEMENT**

This Rental Agreement, which includes by reference the Reservation Application and any Addendums hereto, the Caterer Information Sheet if applicable, and the Community Center Rental Policies contains the entire understanding of the parties and there are no other agreements or understandings, oral or written, with respect to this Rental Agreement and this Rental Agreement may not be changed, modified or altered except in writing and signed by both parties, Renter specifically acknowledges that no oral representations or promises of any kind (other than those contained in this written Rental Agreement) have been made by PBS, its officers, agents or employees.

**I have received and read a copy of the Community Center Rental Policies and understand and agree to the policies; I am aware that if any of these policies are violated, I will be charged accordingly. I understand and agree that I shall be, and will remain, solely and fully responsible for compliance with all terms and conditions of this Rental Agreement, the Rental Application and Caterer Information Sheet if applicable, and that I shall be solely and fully liable for any breaches or violations thereof, regardless of the actual source of the payment of any fees or charges required for the use of the Community Center as provided herein.**

IN WITNESS WHEREOF, PBS and Renter have executed this Rental Agreement the day and year first above written.

**TOWN OF PALM BEACH SHORES:**Date: 7-17-18By: [Signature]**RENTER:**Date: 7-17-18By: [Signature]

Authorized Representative Signature

By: Jim Ketting

Authorized Representative Printed Name

DATE SUBMITTED 7.17.18

PERMIT NO. SP18-15B

**Town of Palm Beach Shores**

Item 3b  
Aug 6 2018

**APPLICATION FOR  
BEACH EVENT PERMIT**  
(Section 18-27 of Town Code)

Event Location: TOWN BEACH

Name: JILL KEATING Telephone: 561-371-6327

Address: 136 CLAREMONT LANE Email: \_\_\_\_\_

Requested Date: 8.18.18 Hours (include setup/breakdown): 5:00 PM to 5:30 PM

Number of expected attendees: ~~40~~ 50

Proof of insurance attached? Yes ☒ No (explain) \_\_\_\_\_

Please indicate required parking, traffic, fire-rescue, utilities impact, clean-up and mitigation plan: (Attach additional sheets as needed)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Deposit.** A non-refundable deposit of \$250.00 <sup>paid</sup> is required to hold the space/date/time for all special events on the beach.

**Fees.** The following fees will be charged per event: Set fee of \$500.00 <sup>paid</sup> including the deposit plus a refundable \$100 <sup>paid</sup> Beach Cleaning Fee.

**Penalty.** A penalty in the amount of \$500.00 will be imposed for any use of beach property owned by the Town for beach events without a special event permit.

**Application Deadline.** Written application with fee and all required documentation must be received by the Town Clerk's office **no less than 30 days prior to the Town Commission meeting** immediately preceding the date proposed for the special event. Application deadline can be waived for Resident Memorials with Town Hall Approval. Memorials are subject to the refundable cleaning fee of \$100.



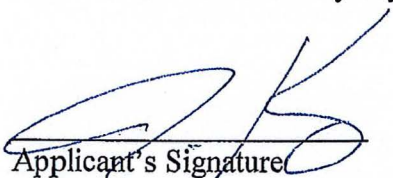
**Late Submission.** An application received after the 30-day deadline may be accepted subject to an increased permit fee of three (3) times the regular permit fee amount had the application been submitted timely. No application will be eligible to be discussed at a Town Commission meeting if received less than five (5) days prior to the meeting.

**Sea Turtle Nesting Season.** Sea turtle nesting season in Palm Beach County is March 1<sup>st</sup> through October 31<sup>st</sup> each year. The following additional restrictions apply during the season:

- Event items may not be set up before 8:00am and must be removed from the beach by 7:30pm. This includes all chairs, tents, tables, etc.
- The use of heavy equipment and the use of street vehicles to transport event equipment is prohibited.
- No lighting associated with the event is authorized after 7:30 p.m.
- The event shall not disturb existing beach and dune topography and vegetation.
- Balloons, streamers, and other items potentially injurious to sea turtles are not permitted.
- Event items may not be left overnight (during nesting season or otherwise).
- There is a noise ordinance in effect throughout the entire year.

**ACKNOWLEDGEMENT:**

By signing below, I acknowledge that I have read and understand my responsibilities associated with use of Town property, including the Town beach areas. I agree that any such areas used or occupied in conjunction with this special event will be cleaned and returned to their pre-use conditions for the benefit of future users. Failure to abide by these responsibilities is sufficient cause for the Town to deny any future special event permit with which I am associated.

  
Applicant's Signature

**APPROVED:**

Fire Dept.: \_\_\_\_\_ Police Dept.: \_\_\_\_\_ Public Works Dept.: \_\_\_\_\_

Number of off-duty officers required: \_\_\_\_\_

Date of Town Commission Review: \_\_\_\_\_ Approved: \_\_\_\_\_