

Monday, June 12, 2023
Commission Workshop
Immediately Following Special
Commission Meeting at 7 PM



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

Mayor Alan Fiers
Vice Mayor Scott McCrannels

Commissioner Tracy Larcher
Commissioner Brian Tyler
Commissioner Mark Ward

Town Attorney Keith Davis
Town Accountant Darlene Hopper
Town Clerk Jude M. Goudreau

PLEASE NOTE:

THIS MEETING IS ALSO CONDUCTED USING COMMUNICATION MEDIA TECHNOLOGY

Join information.

Meeting link:

<https://townofpalmbeachshores.my.webex.com/townofpalmbeachshores.my/j.php?MTID=m5d40a6ce4b951dfd091a36134367a9dc> Meeting number: 2631 022 4582 Password: 0612

Join by phone: +1-408-418-9388 United States Toll Access code: 263 102 24582

COMMISSION WORKSHOP AGENDA

1) Call to Order

- a) Pledge of Allegiance
- b) Roll Call

2) Discussion Items:

- Oceanside Beach Services Inc. – Contract renewal
- EMS Contract- Status Report
- FY 2024 Budget Schedule
- Taxable Value Estimates – PBC Property Appraiser
- Town Manger- Town Administrator Position
- **Mayor Updates:**
 - Dredging Project
 - Seaspray Building -123 S Ocean.
 - Dish Network Litigation

3) Public Comments: 3 minutes per person, per topic, state your name for the record.

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.

**TOWN OF PALM BEACH SHORES
AMENDED AND RESTATED BEACH CABANA CHAIRS/UMBRELLA
SERVICES CONTRACT**

THIS CONTRACT, made and entered into this 16th day of December, 2019, between the Town of Palm Beach Shores, a municipal corporation incorporated in the State of Florida, with offices located at 247 Edwards Lane, Palm Beach Shores, Florida 33404, hereinafter referred to as the "TOWN" and Oceanside Beach Services Inc. a Florida corporation with offices located at 2650 Lakeshore Drive #503, Riviera Beach, Florida 33404, hereinafter referred to as the "CONTRACTOR."

WITNESSETH

WHEREAS, Beach Cabana Service LLC was awarded the contract for the **TOWN'S Beach Cabana Chairs/Umbrella Services** in accordance with the TOWN'S Bid Documents, and all related and associated documents and specifications therefor; and based on the Proposal and Supporting Documents submitted by the Beach Cabana Service LLC on January 1, 2018; and

WHEREAS, Addendum No. 1 renewed and amended the original contract, extending the Contract term for an additional one-year term through December 31, 2019; and

WHEREAS, Beach Cabana Service, LLC was acquired by Oceanside Beach Services, Inc., effective July 1, 2019; and

WHEREAS, as part of the acquisition, Oceanside Beach Services, Inc. agreed to assume the original agreement with the Town under the same terms, as amended herein; and

WHEREAS, for and in consideration of the promises and covenants herein specified, to be made and performed by the TOWN and the CONTRACTOR; the CONTRACTOR hereby agrees with the TOWN to undertake and execute all of the said named services, in a good, substantial and workmanlike manner, and to furnish all the materials and all the equipment and labor necessary to properly perform the services, in strict accordance with all the provisions of this Contract including the following Exhibits which the CONTRACTOR has reviewed prior to the execution of this Contract and which are made a part hereof and incorporated herein by reference:

- A. The Bid Documents, which include the following:
 - a. Request for Proposals Notice
 - b. Proposal Specifications Document
 - c. Evaluation of Proposals Document
- B. Proposal and Supporting Documents submitted by the CONTRACTOR.
- C. Town of Palm Beach Shores Beach Cabana Chairs/Umbrella Services Contract.
- D. Town of Palm Beach Shores Beach Cabana Chairs/Umbrella Services Contract Addendum No. 1

- E. Oceanside Beach Service Inc. letter dated June 5, 2019.
- F. Designated Area Map.

It is further agreed and understood by the TOWN and the CONTRACTOR that the CONTRACTOR shall receive full compensation, if any, in the form of rental fees from customers who choose to utilize the services contemplated herein, in amounts as specified on Page 10 of Exhibit B. This Contract does not, and in no way shall be construed to, guarantee any revenue or compensation to the CONTRACTOR for the provision of the services contemplated herein. Rather, this Contract merely allows the CONTRACTOR the privilege of providing the contemplated services to patrons of the TOWN'S beach as specified herein. There shall be no compensation paid to the CONTRACTOR from the TOWN.

This Contract is effective retroactively as of October 1, 2019 and shall terminate on September 30, 2020. However, the parties may mutually agree to additional one (1) year extensions. Any such extension shall be memorialized in an addendum hereto executed with the same formality as this Contract.

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 and placement of a cushion storage container 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 areas between the northeast and southeast borders of the TOWN beach, between the high-water line and the dune, as more particularly depicted on the attached "Exhibit F".

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.

In addition to providing the contemplated services in the above-described designated areas of the TOWN beach, the CONTRACTOR also agrees to maintain the cleanliness of the TOWN beach by removing seaweed, trash, and debris therefrom. Ensuring cleanliness of such designated areas of the TOWN beach may require actions including, but not limited to, daily raking and cleaning. The CONTRACTOR agrees to maintain the cleanliness of these designated areas at no cost to the TOWN.

In addition to providing the contemplated services in the above-described designated areas of the TOWN beach, the CONTRACTOR also agrees to assume management and operational responsibility for the TOWN-owned beach wheelchair and for promoting the beach wheelchair's use. Additionally, the CONTRACTOR agrees to assist any disabled or handicapped residents or guests in getting to and from the TOWN's beaches.

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 thirty (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: Oceanside Beach Service Inc. 2650 Lakeshore Drive #503 Riviera Beach, Florida 33404 Attn: Michael J. Novatka
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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 eight (8) 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.


SIGNATURE PAGE TO FOLLOW

ATTEST:


By: 
Evyonne Browning, Town Clerk

TOWN:

Town of Palm Beach Shores

By: 
Myra Koutzen, Mayor Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Keith W. Davis, Town Attorney

(Seal)




ATTEST:

By: 
(Print Name) Evyonne Browning

CONTRACTOR:

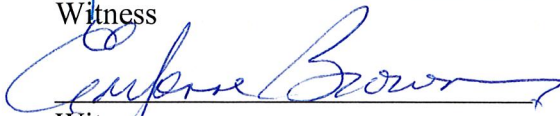
Oceanside Beach Service Inc.

By: 
Michael J. Novatka
Sylvia

(Corporate Seal)

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


Witness


Witness



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,

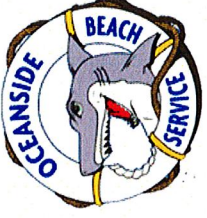
Oceanside Beach Service Inc. will acquire Cabana Beach Service LLC effective July 1, 2019. Accordingly, I request transfer of the current beach service concession contract to Oceanside Beach Service.

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,

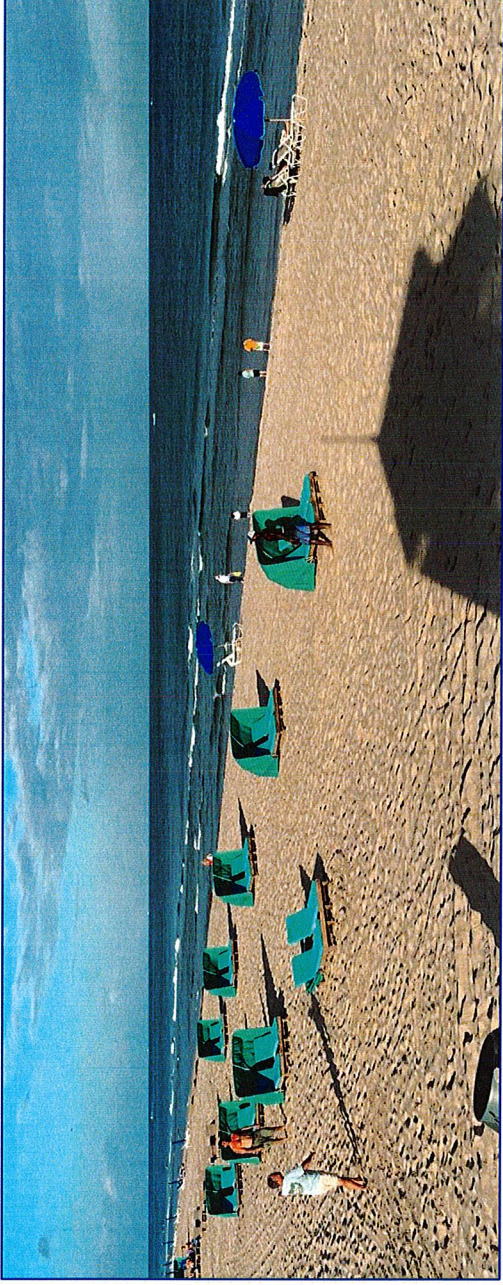
Michael J. Novatka
President



Town of Palm Beach Shores Municipal Beach Recommendations for 2020 Season

- ❖ Equipment Arrangement . Recommend changing seating arrangement by splitting equipment between north and south ends of beach (open in the middle)
 - ✓ Improved aesthetics and accessibility
 - ✓ Improved spacing
 - ✓ Provides more room for personal chairs and umbrellas across entire beach
- ❖ Disabled Accessibility. Improve beach access for disabled residents and guests.
 - ✓ Take responsibility for management of town owned beach wheel chair, promote use and assist guests in getting to the beach
- ❖ Beach Cleanliness. Maintain beach free of seaweed, trash and debris
 - ✓ Daily cleaning and raking
 - ✓ Service provided at no additional cost

Current



Proposed



Proposed



OCEAN

X

O O O O

LG

X X

O O O O

Key - O cabanas
X chairs

Oceanside Beach Service 1/1/20

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, Thursday, April 6, 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: March 23, 2017

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.

EVALUATION OF PROPOSALS

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

1. EVALUATION AND AWARD

The Town will select Proposals deemed most qualified based on the Proposal Specifications. A Selection Committee will rank those Proposers whose Proposals are deemed most qualified.

The Town reserves the right to select the Proposal which in the opinion and sole discretion of the Town Commission will be in the best interest of and/or most advantageous to the Town. The Town reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of Proposals.

2. SELECTION COMMITTEE - A Selection Committee, consisting of Town personnel, will convene, review and discuss all proposals submitted. The Town Clerk will chair the committee.

3. REVIEW OF PROPOSALS - The Selection Committee will use a point/percentage formula during the review process to score proposals.

4. EVALUATION CRITERIA - The criteria and weights as shown herein shall be utilized in the evaluation of the Proposals. The evaluation criteria will be based on the proposed management/repair and maintenance plan for equipment placed on the Town's beach, the quality of the equipment, manner of transportation and storage of the equipment, and the proposal for rental rates for users and payment to the Town. The Selection Committee will evaluate all responsive written Proposals to determine which Proposals best meet the needs of the Town, based on the evaluation criteria.

5. SELECTION – The Selection Committee will evaluate and rank all qualified Proposers, and will make a recommendation to the Town Commission to negotiate and execute a contract or to reject all proposals.

6. FINAL SELECTION - The Town Commission will select the Proposer that best meets the needs of the Town. The Town Commission shall be the sole judge of its own best interests, the Proposals, and the resulting negotiated contract. The Town Commission's decisions will be final.

7. CONTRACT - The selected Proposer will be expected to enter into a formal agreement at the time of contract award.

EVALUATION CRITERIA

Criteria Proposer:	Weight
<u>Experience of Proposer / Past Performance</u> <ul style="list-style-type: none"> • Proposer Credentials • Current Provision of Similar Services • Understanding of the Town's needs 	20 points Score: 1 to 20 _____ (1 being low 20 being high)
<u>Management / Repair & Maintenance Plan</u> <ul style="list-style-type: none"> • How will equipment be managed for and rented to end users on a daily basis • Maintenance and repair plan (no repair work is allowed to take place on the Town's beach) 	25 points Score: 1 to 25 _____ (1 being low 25 being high)
<u>Equipment</u> <ul style="list-style-type: none"> • Quality of Materials • Design and usability of Equipment • Transportation Plan for removing and returning equipment to and from the Town's beach 	25 points Score: 1 to 25 _____ (1 being low 25 being high)
<u>Financial Information</u> <ul style="list-style-type: none"> • Proposed rental scheme for end users; including rates and rental timeframes (hourly, daily, other) • Proposed fees to be paid to the Town by the Proposer for Beach use 	25 points Score: 1 to 25 _____ (1 being low 25 being high)
<u>Other</u> <ul style="list-style-type: none"> • Overall completeness, clarity and quality of proposal • Location of Proposer's office/operations • Compliance with insurance requirements 	5 points Score: 1 to 5 _____ (1 being low 5 being high)

Total ____ out of 100

Reviewer's Name

Reviewer's Signature

Date

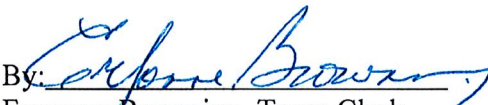
**TOWN OF PALM BEACH SHORES
BEACH CABANA CHAIRS/UMBRELLA SERVICES CONTRACT
ADDENDUM NO. 1**

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.

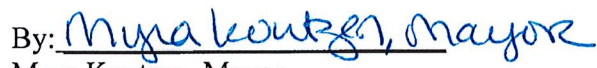
IN WITNESS WHEREOF, the Town Commission of the Town of Palm Beach Shores, Florida, has approved and authorized its Mayor to execute this Addendum No. 1 on behalf of the TOWN and caused the seal of the TOWN to be affixed hereto, and Beach Cabana Service LLC has hereunto set its hand and seal the day and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

ATTEST:

By: 
Evyonne Browning, Town Clerk

TOWN:

Town of Palm Beach Shores

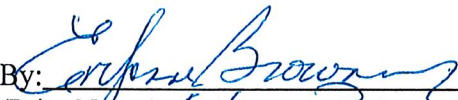
By: 
Myra Koutzen, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Keith W. Davis, Town Attorney

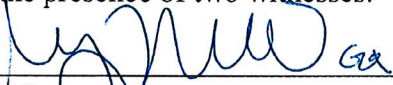
(Seal)

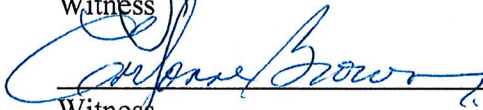
ATTEST:

By: 
(Print Name) Evonne Browning

(Corporate Seal) N/A ^{GA}


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

 ^{GA}
Witness


Witness

CONTRACTOR:

Beach Cabana Service LLC

By: 
Tracy Larcher, Manager

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

OceanSide Beach Service, Inc
PO Box 13018 NPB, FL 33408
RE: Beach Cabana Chairs/Umbrella Service Contract

Town of Palm Beach Shores

Receipt #: 13361		Date: 1/13/2020	From: OceanSide Beach Service, In	Register: Gaudy	Operator ID: asystAdmin
Miscellaneous Receipt	Misc. Income - CONTRA	OceanSide Beach Service, Inc		\$120.00	
		\CT with OceanSide Beach Service Balance:			
		Total Receipts		\$120.00	
	Check - 10521			\$120.00	
		Change Due:		\$0.00	

Thank you.

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

OceanSide Beach Service, Inc
PO Box 13018 NPB, FL 33408
RE: Beach Cabana Chairs/Umbrella Service Contract

Town of Palm Beach Shores

Receipt #: 13361 Date: 1/13/2020 From: OceanSide Beach Service, Inc Register: Gaudy Operator ID: asystAdmin

Miscellaneous Receipt	Misc. Income - CONTRA	OceanSide Beach Service, Inc	\$120.00
			ACT with OceanSide Beach Service Balance:
Total Receipts			\$120.00
Check - 10521			\$120.00
Change Due:			\$0.00

Thank you.

OCEANSIDE BEACH SERVICE INC
PO BOX 13018
NORTH PALM BEACH, FL 33408-7018

10521
63-8419/2670
739

PAY TO THE ORDER OF Town of Palm Beach Shores DATE 1/10/20

One hundred twenty \$ 120.00

PNC BANK
PNC Bank, N.A. 001

for rental fee for 12 chairs DOLLARS

[Signature]

010521 267084199 1201635314

CHECK ARMOR
Photo Safe Deposit
Details on back

PALM BEACH SHORES
EMS ANNUAL TRUE-UP
For the Year Ending _____

Number of EMS Calls	<u>317</u>		
Base Rate Calls	310 @	\$2,871 =	\$890,010
Reduced Rate Calls	7 @	\$2,400 =	\$16,800
Second Unit Calls	27 @	\$775 =	<u>\$20,925</u>
Total Charges			\$927,735
Deduct:			
Quartely Base Billing		\$700,000	
Billing Amount Collected		<u>\$177,551</u>	<u>\$877,551</u>
Amount Due to the City of Riviera Beach			<u>\$50,184</u>



Tentative

FY2024 Budget Schedule

June 2023	Department Head Budget Meetings – internal staff meetings
July 10, 2023, 7pm	Budget Workshop #1 <ul style="list-style-type: none">• Fund Balance Analysis• Statistics• Revenue Projections• Overview of Operating Expenditures• Capital Plan• Debt Service on Underground Utilities Funding• Millage Rate Discussion• Budget Schedule
July 24, 2023 Commission Meeting	Set proposed millage rates (operating & debt) and tentative budget hearing date, time, and meeting place.
August 7, 2023, 7 pm	Budget Workshop #2 <ul style="list-style-type: none">• Department Budgets• Follow up on any items from first workshop
August 14, 2023, 7 pm	Budget Workshop #3 – if necessary
August 28, 2023, Commission Mtg.	Budget Workshop #4 If necessary, possibly prior to the Commission meeting
Budget Hearing	<i>September 11, 2023, 7 pm; regular Commission Workshop immediately following</i>
Final Budget Hearing	<i>September 25, 2023, 7 pm; regular Commission Meeting immediately following</i>

Town of Palm Beach Shores
Taxable Value Estimates from PBC Property Appraiser
as of 6/9/23

The Property Appraiser continues to fine tune the taxable values. Although the values continue to change, the Town's increase in value is approximately 10.8%.

CATEGORY	% of Town	2023 TAX ROLL	2022 TAX ROLL	CHANGE	%
VACANT RESIDENTIAL	1.29%	\$ 13,975,461	\$ 8,837,730	\$ 5,137,731	58.13%
SINGLE FAMILY RESIDENTIAL	22.87%	\$ 179,030,665	\$ 157,119,670	\$ 21,910,995	13.95%
MULTI-FAMILY 10 UNITS OR MORE	5.85%	\$ 46,594,227	\$ 40,154,189	\$ 6,440,038	16.04%
CONDOMINIUMS	25.46%	\$ 199,410,432	\$ 174,881,995	\$ 24,528,437	14.03%
TIMESHARES	30.78%	\$ 226,302,755	\$ 211,454,611	\$ 14,848,144	7.02%
COOPERATIVES	3.25%	\$ 24,733,999	\$ 22,303,259	\$ 2,430,740	10.90%
MULTI-FAMILY < 10 UNITS	4.64%	\$ 34,484,012	\$ 31,891,299	\$ 2,592,713	8.13%
VACANT COMMERCIAL	0.83%	\$ -	\$ 5,720,942	\$ (5,720,942)	-100.00%
IMPROVED COMMERCIAL	5.03%	\$ 36,589,297	\$ 34,571,940	\$ 2,017,357	5.84%
	100.00%	\$ 761,120,848	\$ 686,935,635	\$ 74,185,213	10.80%

TOWN MANAGER RESPONSIBILITIES

May 2013

The Town Manager is available as needed 24/7 to respond to issues of immediate concern and to be available as needed to meet with elected officials after normal business hours. The Town Manager receives assignments from the Mayor and Commission and proceeds based on priority. A status report and action task notes are continuously updated with on-going details of current responsibilities; documents are available for review upon request.

Essential Duties

- Administrative Head of the Town over all day-to-day operations
- Administrative management of Town finances, services, programs, and special projects
- Enforce and carry out all ordinances, rules, and regulations enacted by the Town Commission
- Prepare and submit annual budget for approval to the Town Commission
- Monitor annual budget and make adjustments to keep Town departments in line with the approved budget to assure sound fiscal control
- Responsible for compliance with state procurement code(s) and Town procurement ordinance
- Provide explanations on agenda items and express opinions on any proposed matters
- Provide budget report and comparisons and other financial data to the Town Commission on a monthly basis
- Direct the annual preparation of long-term capital improvement plan and financing
- Administer the development and enforcement of regulations to carry out policies adopted by the Town Commission
- Shall generally supervise daily Town operations
- Shall meet regularly with department heads to be in touch with daily Town operations
- Shall make recommendations to department heads regarding operations
- Coordinates departmental activities intra-Town as well as with outside agencies
- Hear and address employee grievances as provided by personnel policies
- Prepare and recommend change to personnel policies and procedures
- Provides leadership and direction in the development of short and long range plans; gathers, interprets, and prepares data for studies, reports and recommendations
- Executes and monitors all contracts for and on behalf of the Town, including those approved by the Town Commission; any substantial changes to be approved by the Town Commission
- Maintain regular interaction with the Town Commission to keep them apprised of current and future needs and concerns of the Town
- Promote an effective, responsive and customer-service oriented atmosphere
- Creates assignments in accordance with the general needs and services of the Town or as suggested by various committees, commissions and civic groups

- Reviews and edits reports and statements prepared for the Town Commission; provides direction and guidance to department heads
- Meets with elected officials to review and discuss projects, programs, and related matters impacting Town government
- Meets with citizens and citizen groups to exchange information and review current or proposed programs and projects
- Ensures that all laws and ordinances of the Town are duly enforced and that all franchises, permits, licenses and privileges granted by the Town are faithfully performed and observed
- Attends all meetings of the Town Commission unless otherwise excused
- Builds and maintains positive working relationships with co-workers, other employees and the public using principles of good customer service
- Develops plans and recommendations for broad and specific Town goals, objectives and policies
- Directs the execution of Town programs and projects i.e. community center operations
- Coordinates activities to determine the needs of the Town and establishes priorities for programs and projects on-going and proposed
- Furnish reports and information to Mayor/Town Commission
- Respond to citizen inquiries and concerns
- Oversee all procurement activities and direct bid procedures
- Communications with Town Attorney relative to legal requirements and activities
- Coordinate all outside agency and/or regional activities that affect the Town, and report same to the Mayor and Commission, i.e. Peanut Island, Port, sand transfer/dredging, etc.
- Intergovernmental liaison for all county, state, and federal agencies
- Oversee human resource/personnel management activities to include EEOC issues, and necessary labor attorney communications
- Provide reports and respond to inquiries from various county, state, and federal agencies as needed

Specific responsibilities:

- Update and standardize all personnel documents & forms town wide with the exception of union related items; to be maintained and edited as needed. (evaluation forms instructions re: corrective notations below exceeds expectations or above satisfactory; provides self awareness and opportunity for change)
-

- Coordinates the administration of Town operations as well as all activities and projects.
- Coordinates strategic planning, direction and delivery of administrative services.
- Administration, implementation, and oversight of directives and policy decisions of the Mayor/Town Commission.
- Oversee human resource/personnel management activities to ensure required standards and Town policies and procedures are established and maintained.
- Attends all Commission meetings and other Town Board meetings as assigned.
- Furnish reports and information as may be necessary to fully inform the Mayor/Town Commission as to the affairs of the Town.
- Provides direction to designated departments in formulating and executing administrative policies and/or developing new programs.
- Direct, monitor and evaluate the activities of designated departments and provide leadership and guidance as to goals and objectives as directed by the Mayor.
- Coordinates the preparation and implementation of the annual fiscal budget.
- Review and approve all departmental expenditures insuring adherence to proper purchasing procedures.
- Ensure that all laws, charter provisions and acts of the Town Commission are enforced.
- Investigates and provides administrative direction/coordination of Town grants.
- Sign contracts, documents, instruments and papers at the direction of the Mayor.

PERIPHERAL DUTIES:

- Represents the Town on various boards and committees as assigned by the Mayor.
- Responsible for participation in various outside agencies and providing required reporting for all federal, state and county requirements.
- Attend and participate in conferences, meetings and work sessions on behalf of the Town. Prepare correspondence and/or supporting data as may be needed by the Town Commission.
- Maintain network with other municipalities, county, state and federal agencies for information exchange.
- Prepare surveys, applications and questionnaires.

Intergovernmental Representation/Monitoring

Peanut Island – zoning/restaurant

Port Expansion

Inlet Port

Ethics Commission

Inspector General

Municipal Underground Utilities Consortium

Riviera Beach: Coordination re: Police, Fire, EMS, TCEA (Transportation Concurrency),

Sand Transfer Plant

Property Appraiser Value Adjustment Board

PBC Comprehensive Plan Amendments – Coastal Residential Exception Areas

Daily Tasks

- Respond to all communications from the Mayor and provide updates, seek approval for various activities as needed
- Direct and monitor activities of the police department, fire department, town hall administration, finance department, public works department, and community center operations; meet with these department heads as needed
- Oversee all personnel activities
- Review and approve purchase requisition submissions prior to expenditures of funds (over \$250)
- Review e-mails and respond appropriately

Weekly Tasks

- Review and approve all payables prior to processing
- Review bi-weekly payroll/overtime
- Review weekly detail budget report

Monthly Tasks

- Preparation of commission meeting agenda items and appropriate back-up
- Review monthly expenditures for discrepancies and expense-to-budget status

Annual Tasks

- Prepare and implement annual budget
- Prepare and seek approval for budget amendments as needed (historically quarterly or semi-annually)
- PBA Union contract negotiations and preparation of contract for approval and execution
- Budget projections (mid-year, third quarter)
- Review all policies and procedures and update documents as needed; policy decisions must be approved by the Commission
- Perform annual employee evaluations
- Review and approve annual fire department volunteer stipends

General

- Attend and participate in conferences, meetings, and work sessions on behalf of the Town:
 - Town Commission – monthly
 - POA - monthly
 - Environmental Committee – monthly
 - PBC City Manager's Meeting - monthly
 - PBC League of Cities (time has not permitted consistently attending) – monthly
 - North County Intergovernmental – quarterly
 - LMS – quarterly

- Ethics Commission/Inspector General meetings – as needed
 - PBC Tri-Party (Palm Beach Port) – as needed
 - Army Corps of Engineers (Inlet) – as needed
 - Florida City Manager’s Conference – annual
- Address overtime and benefit policies and procedures as necessary
- Review all personnel actions and appropriate documentation; consult with the labor attorney as needed
- Update and create various procedures and forms

TOWN OF PALM BEACH SHORES
POSITION DESCRIPTION

POSITION TITLE: TOWN ADMINISTRATOR

SUPERVISED BY: MAYOR

HOURS: Full Time to include special meeting attendance

PAY RANGE: TBD

DEPARTMENT: Administration

STATUS: Exempt

GENERAL PURPOSE: Under the direction of the Mayor, responsible for the administrative management and delivery of the Town's services, programs and special projects. Responsible for constant communication with the Town Commission regarding policy decisions to include: human resource management, grants administration, organizing and coordinating community relations, public information, and special projects.

SUPERVISION EXERCISED: Exercises administrative direction and authority over specified Town operations and associated departments as assigned by the Mayor.

ESSENTIAL DUTIES & RESPONSIBILITIES:

- Coordinates the administration of Town operations as well as all activities and projects.
- Coordinates strategic planning, direction and delivery of administrative services.
- Administration, implementation, and oversight of directives and policy decisions of the Mayor/Town Commission.
- Oversee human resource/personnel management activities to ensure required standards and Town policies and procedures are established and maintained.
- Attends all Commission meetings and other Town Board meetings as assigned.
- Furnish reports and information as may be necessary to fully inform the Mayor/Town Commission as to the affairs of the Town.
- Provides direction to designated departments in formulating and executing administrative policies and/or developing new programs.
- Direct, monitor and evaluate the activities of designated departments and provide leadership and guidance as to goals and objectives as directed by the Mayor.
- Coordinates the preparation and implementation of the annual fiscal budget.
- Review and approve all departmental expenditures insuring adherence to proper purchasing procedures.
- Ensure that all laws, charter provisions and acts of the Town Commission are enforced.
- Investigates and provides administrative direction/coordination of Town grants.
- Sign contracts, documents, instruments and papers at the direction of the Mayor.

PERIPHERAL DUTIES:

- Represents the Town on various boards and committees as assigned by the Mayor.

- Responsible for participation in various outside agencies and providing required reporting for all federal, state and county requirements.
- Attend and participate in conferences, meetings and work sessions on behalf of the Town. Prepare correspondence and/or supporting data as may be needed by the Town Commission.
- Maintain network with other municipalities, county, state and federal agencies for information exchange.
- Prepare surveys, applications and questionnaires.

DESIRED MINIMUM QUALIFICATIONS:

Knowledge, Skills and Abilities:

- Thorough knowledge of the principles of public administration with particular reference to municipal administration.
- Considerable knowledge of community dynamics including intergovernmental relations, civic organizations, and special interest groups.
- Knowledge of local codes, ordinances and regulations.
- Knowledge of budgetary development, administration and control.
- Skill in mediation of neighborhood problems.
- Ability to communicate clearly and concisely, orally and in writing.
- Ability to coordinate projects with all Town departments and delegate authority and responsibilities appropriately.
- Ability to create and maintain projects and programs designed to promote a favorable community image for the Town, and to disseminate information regarding Town projects and programs.
- Ability to work independently and effectively in organizing and implementing various assigned tasks.
- Ability to identify, analyze, and solve administrative problems and render assistance in these areas.
- Ability to handle sensitive information with discretion.
- Ability to plan, prepare and operate under approved budget.
- Ability to establish and maintain effective working relationships with elected officials, department officials, other employees, community groups, local media representatives and the public.

Education and Experience:

- Bachelor's degree in business or public administration **or** at least five years of any combination of progressively responsible experience in local government administration and/or related management experience.
- Considerable experience in community and volunteer programs or projects and public information coordination.
- Cognizant of current government trends through regular attendance at managerial and legislative seminars/classes.
- Related training and experience.

SPECIAL REQUIREMENTS: Must possess a valid Florida State driver's license.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally required to stand, sit, walk, use hands to manipulate, handle, feel or operate objects, and reach with hands and arms.

TOOLS & EQUIPMENT USED: Phone system, personal computer including word processing software, calculator, copy machine, and fax machine.

ENVIRONMENTAL CONDITIONS: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

SELECTION GUIDELINES:

- Formal application with evaluation of education, training and experience
- Oral interview
- Background investigation
- Drug screening as established in the Town's Drug Free Workplace policy
- Job related tests as deemed necessary

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs and requirements of the job change.

Specific responsibilities:

- Update and standardize all personnel documents & forms town wide with the exception of union related items; to be maintained and edited as needed. (evaluation forms instructions re: corrective notations below exceeds expectations or above satisfactory; provides self awareness and opportunity for change)
-

TOWN OF PALM BEACH SHORES
POSITION DESCRIPTION

POSITION TITLE: TOWN MANAGER

SUPERVISED BY: MAYOR

HOURS: Full Time to include special meeting attendance

PAY RANGE: \$85,000 to \$100,000

DEPARTMENT: Administration

STATUS: Exempt

GENERAL PURPOSE: Under the direction of the Mayor, responsible for the administrative management and delivery of the Town's services, programs and special projects. Serves as the top appointed executive in the Town, responsible for carrying out the policies and programs as determined by the elected Town Commission; ensures development and execution of the Town's operations to effectively serve the needs of the Palm Beach Shores residents and other stakeholders, while complying with applicable laws and regulations.

Responsible for constant communication with the Town Commission regarding policy decisions to include: human resource management, grants administration, organizing and coordinating community relations, public information, and special projects.

SUPERVISION EXERCISED: Exercises administrative direction and authority over all Town personnel as assigned by the Mayor.

ESSENTIAL DUTIES & RESPONSIBILITIES: The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this position.

Organizes, controls, integrates and evaluates the activities of all Town day-to-day operations to ensure that operations and services comply with the policies and direction set by the Town Commission and with all applicable laws and regulations; with the Town's management team, develops and recommends adoption of the annual budget; directs the development of the capital improvement plan budget for approval by the Commission; monitors the implementation of the adopted budget.

Provides leadership and works with the management team to develop and retain highly competent, public-service oriented staff through selection, compensation, training and day-to-day management practices that support the Town's mission, operating plans, and objectives. Regularly monitors performance and provides coaching for performance improvement and development; provides compensation and other benefit assessments and makes recommendations for the Mayor's consideration.

Assesses community and citizen needs and ensures objectives and priorities are focused on meeting those needs effectively, efficiently, and with high-quality municipal services; directs development and implementation of initiatives for service quality improvement; provides day-to-day leadership and works with the Town's management team to ensure a high-performance, service-oriented work environment consistent with sound management principles.

Works closely with the Town Commission, a variety of public, private and community organizations and citizens groups in developing and implementing programs to achieve Town priorities and address community problems; directs and coordinates preparation of analysis and recommendations on public policies issues and on long-range plans for Town services; develops and coordinates proposals for action on current and future Town needs; represents the Town and works closely with appointed boards, committees, and public and private officials to achieve planned action and results.

Develops Commission meeting agendas with the Mayor; attends and participates in all Town Commission meetings. Interprets Town Commission instructions and requests; makes interpretations of Town ordinances, codes and applicable laws and regulations to ensure compliance.

DESIRED MINIMUM QUALIFICATIONS:

Knowledge, Skills and Abilities:

- Thorough knowledge of the principles of public administration with particular reference to municipal administration.
- Considerable knowledge of community dynamics including intergovernmental relations, civic organizations, and special interest groups.
- Knowledge of local codes, ordinances and regulations.
- Knowledge of budgetary development, administration and control.
- Skill in mediation of community and governmental problems.
- Ability to communicate clearly and concisely, orally and in writing.
- Ability to coordinate projects with all Town departments and delegate authority and responsibilities appropriately.
- Ability to create and maintain projects and programs designed to promote a favorable community image for the Town, and to disseminate information regarding Town projects and programs.
- Ability to work independently and effectively in organizing and implementing various assigned tasks.
- Ability to identify, analyze, and solve administrative problems and render assistance in these areas.
- Ability to handle sensitive information with discretion.
- Ability to plan, prepare and operate under approved budget.
- Ability to establish and maintain effective working relationships with elected officials, department officials, other employees, community groups, local media representatives and the public.

Education and Experience:

- Bachelor's degree in business or public administration or at least five years of any combination of progressively responsible experience in local government administration and/or related management experience.
- Considerable experience in community and volunteer programs or projects and public information coordination.
- Cognizant of current government trends through regular attendance at managerial and legislative seminars/classes.
- Related training and experience.

SPECIAL REQUIREMENTS: Must possess a valid Florida State driver's license.

PHYSICAL AND MENTAL DEMANDS: The physical and mental demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands: While performing the duties of this job, the employee is regularly required to stand and sit; talk or hear in person, in meetings and by telephone; use hands to manipulate, handle, feel or operate objects and standard office equipment, and reach with hands and arms.

Mental Demands: While performing the duties of this job, the employee is regularly required to use written and oral communication skills; read and interpret complex data, information and documents; analyze and solve problems, observe and interpret situations; use math and mathematical reasoning; learn and apply new information or skills; perform highly detailed work on multiple, concurrent tasks with constant interruptions; work under intensive deadlines and interact with Town Commission, Town management, public and private officials, Town staff, civic and community groups and the public at-large.

TOOLS & EQUIPMENT USED: Phone system, personal computer including word processing software, calculator, copy machine, and fax machine.

ENVIRONMENTAL CONDITIONS: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

SELECTION GUIDELINES:

- Formal application with evaluation of education, training and experience
- Oral interview
- Background investigation
- Drug screening as established in the Town's Drug Free Workplace policy
- Job related tests as deemed necessary

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs and requirements of the job change.

The Town Manager is responsible for the efficient management and operation of the affairs of the Town in accordance with the State Law, Town Policy and Ordinances. Such directives, regulations and Policies as the Board of Selectman (Board) may from time to time adopt. Specifically, the Town Manager shall have the powers and duties enumerated in V.S.A. title 24 Chapter 37 Section 1236, and shall exercise these powers and duties in the manner required by this chapter, including but without limitations, Sections 1232,1233,1234, and 1235.

SUPERVISION RECEIVED

The Town Manager shall be appointed by the Board and shall in all matters be subject to its direction and supervision and shall serve at the will of the Board. The Town Manager may be appointed for a specified term that may be renewed only upon mutual agreement. The Board shall determine compensation and the Town Manager may be appointed by means of an employment agreement that further specifies the terms of employment. A six month probationary period is required for a newly appointed Town Manager.

SUPERVISORY RESPONSIBILITIES

The Town Manager directly and indirectly supervises all Town employees. His/Her responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. The Town Manager is solely responsible for the appointment and removal of subordinate officers and employees under his/her supervision and shall fix the compensation thereof. The Town Manager shall not exercise supervision over the Town Clerk or Treasurer.

ESSENTIAL DUTIES

Attends all regular and special meetings of the Board of Selectman as required. Preparation and approval of agenda items at his/her discretion or as requested by any Selectboard member.

Keeps full and complete records of the affairs of his/hers office reporting same to the Board on a regular basis. Keeps the Board fully advised as to the needs of the Town, within the scope of his/her duties. Prepares annual budgets for General, Highway, Equipment, Sewer and Water funds for Selectboard approval.

Directs and supervises the accounting and controlling functions necessary to insure compliance with the budget as adopted by the Voters. Directs Town personnel practices, to include disciplinary actions and annual pay recommendations. Assist the Board in developing policies and ordinances for the general direction of Town Affairs.

Works closely with the public, receiving inquiries and complaints and attending to the resolution of same.

Acts as purchasing agent for the Town.

Monitors legislation pending in the legislature; secures policy direction from the Board and communicates same to the legislators.

Serves as Road Commissioner and Delinquent Tax Collector, keeping the Board updated.

Performs Utility Billing for Municipal Water and Sewer Enterprise Funds

Approves and Submits Payroll to Independent Payroll Service

Serves as representative of the Board in communications with the representatives of Federal, State and County agencies on matters pertaining to Town programs or other Town business. Reviews notifications of grant opportunities, researches and discusses same with appropriate Municipal officials to determine benefits of applying. Completes, or assists with the application process.

Commissioner Tyler's Comments

- Managing town employees as mayor position should offload this onto the town administrator.
- Execute strategy as set by town Mayor and commission
- negotiation of town contracts to improve services while managing against approved town budget
- Management of capital planning and execution capital projects
- Review and improve town processes
- Successful candidate is some someone who can lead and manage teams while also providing direct value-added work "doer"

TOWN OF PALM BEACH SHORES

POSITION DESCRIPTION

POSITION TITLE: Town Administrator

DEPARTMENT: Administration

REPORTS TO: Mayor

SUPERVISION EXERCISED: Exercises administrative direction and authority over specified Town operations and associated departments as assigned by the Mayor.

EMPLOYMENT CLASSIFICATION: Full Time – FLSA Exempt

SCOPE OF RESPONSIBILITY:

Organizes, controls, integrates and evaluates the activities of all Town day-to-day operations to ensure that operations and services comply with the policies and direction set by the Town Commission and with all applicable laws and regulations. Directs the development of the annual operating budget and capital plan for approval by the Commission; monitors execution of the adopted budget.

Provides leadership to develop and retain highly competent, public-service oriented staff through selection, compensation, training and day-to-day management practices that support the Town's mission, operating plans, and objectives. Regularly monitors performance and provides coaching for performance improvement and development; provides compensation and other benefit assessments and makes recommendations for Mayor's consideration.

Assesses community and citizen needs and ensures objectives and priorities are focused on meeting those needs effectively, efficiently, and with high-quality municipal services; directs development and implementation of initiatives for service quality improvement; provides day-to-day leadership and works with the Town's management team to ensure a high-performance, service-oriented work environment consistent with sound management principles.

Works closely with the Town Commission, a variety of public, private and community organizations and citizens groups in developing and implementing programs to achieve Town priorities and address community problems; directs and coordinates preparation of analysis and recommendations on public policy issues and on long-range plans for Town services; develops and coordinates proposals for action on current and future Town needs; represents the Town and works closely with appointed boards, committees, and public and private officials to achieve planned action and results.

ESSENTIAL FUNCTIONS (KNOWLEDGE, SKILLS, AND OTHER CHARACTERISTICS):

Essential functions, as defined under the Americans with Disability Act, may include the following tasks, knowledge, skill, and other characteristics. This list of tasks is ILLUSTRATIVE ONLY and is not a comprehensive listing of all functions, tasks, management, and leadership functions performed in this position.

- With assistance of the Town Attorney and Town staff, acquire and maintain a thorough working knowledge and interpretation of the Town Code, Town policies and procedures, and the state and federal laws applicable to Florida local government, including but not limited to the Public Records

Act, Sunshine Law, Code of Ethics, Florida Statutes Chapter 166, and the statutes governing the Town's budgeting and financial operations.

- Directs the development of the annual operating budget and capital plan for approval by the Town Commission; monitors execution of the adopted budget and provides monthly financial reports to the Town Commission.
- Serves as personnel officer for the Town, including the hiring and discharging, subject to the approval of the Mayor, of all Town employees, except those employees and officers required by law to be appointed by the Mayor. Prepares and recommends change to personnel policies and procedures as needed.
- Directs, supervises, coordinates and delegates the activities of the administration of all assigned Town departments and contracts of the Town in accordance with the Town Charter, Code and applicable law. Ensures periodic performance reviews of Town staff and contracted support staff. Documents progress and recommends change as needed.
- Ensure that all laws, charter provisions and acts of the Town Commission are enforced.
- Establishes and maintains effective working relationships with Town Commissioners, appointed boards, committees and other Palm Beach County elected and appointed officials.
- Furnishes reports and information as may be necessary to fully inform the Town Commission as to the affairs of the Town.
- Authorizes purchases or other expenditures in accordance with the Town's procurement rules and adopted Town budgets.
- Maintains a sound working knowledge of public procurement methods and laws and oversees the Town's procurement process to include preparation of solicitation documents, supervising the evaluation of solicitation responses, contract negotiations and contract administration.
- Oversees the administration of all vendor contracts, interlocal agreements, grant agreements and development agreements to ensure the Town's rights are protected, that renewals or cancellation notices occur in a timely manner, and all Town obligations are complied with.
- Serves as the property manager of all Town facilities, including but not limited to Town Hall, the Town maintenance facility, all Town parks, mini-parks, and all other real estate and personal property owned by the Town.
- Oversees the risk management of the Town; shall maintain a master list of all Town real and personal property, and shall, as part of the budgeting process, recommend to the Town Commissioner the types and amounts of insurance coverages that will ensure the Town is properly insured with respect to property loss and litigation claims.
- Responsible for collaborating with the Town Clerk to ensure agendas are established for Town Commission meetings and briefs individual Commissioners in advance of meetings to ensure they are aware of all necessary background for the agenda items.
- Attends all Commission meetings and other Town meetings as assigned. Ensures implementation, and oversight of directives and policy decisions of the Town Commission.
- Regularly researches opportunities for the Town to apply for and receive grant funds to assist the Town in building, maintaining or replacing Town infrastructure and assets, or to assist the Town in maintaining, adding or improving Town programs and services to improve the quality of life for Town residents, visitors and businesses.

- Uses, and ensures Town staff use up to date technology, internet, cloud and software tools to ensure the Town's internal and external communications, and its business operations are ADA compliant, user friendly, reduce inefficiency, and are secure from hacking, ransom wear and similar cyber threats.
- Maintains community respect in the Town of Palm Beach Shores through good public relations and by keeping residents and business owners informed of Town progress and policies as required.
- Establishes and maintains good working relationships with other government entities within Palm Beach County, as well as with State agencies.
- Performs such other duties as may be assigned by the Mayor, not inconsistent with the position, Town resolutions, Charter and Code, and existing laws.

ESSENTIAL PHYSICAL AND MENTAL REQUIREMENTS AND ABILITIES:

- Work is performed sitting at a desk and standing at locations in the Town.
- Must be able to use a desk and smartphone on a frequent basis.
- Must be able to physically report to work at Town Hall and various other meeting locations within Palm Beach County on a daily basis, and including during emergency conditions.
- Must be able to deal calmly and professionally with occasionally angry citizens.
- Must be able to attend, pay attention to, and retain information from Town Commission, advisory Town, community group or other meetings attended.
- Must be organized and able to take notes, track scheduled obligations, and effectively balance and prioritize often complex and heavy workloads and priorities.
- Must be able to read documents on paper or computer screens.
- Must be proficient in the use of current common business software applications including Word, Excel and PowerPoint, as well as any specialty software the Town uses for email communications, project management or financial management activities.
- Must be able to speak in public to large groups of people, and to make detailed presentations to the Commission or other groups or bodies, using technology aids where appropriate.
- Must be able to train, explain and mentor employees in the performance of their Town duties.
- Must be able to operate a passenger vehicle.
- The employee must occasionally lift objects up to 20 pounds.

ENVIRONMENTAL CONDITIONS:

A considerable amount of time is spent in an office environment. Will frequently be required to work in outdoor environments with visits to work sites and other related Town or county activities and events.

MINIMUM QUALIFICATIONS, LICENSES, CERTIFICATIONS, OR REGISTRATIONS:

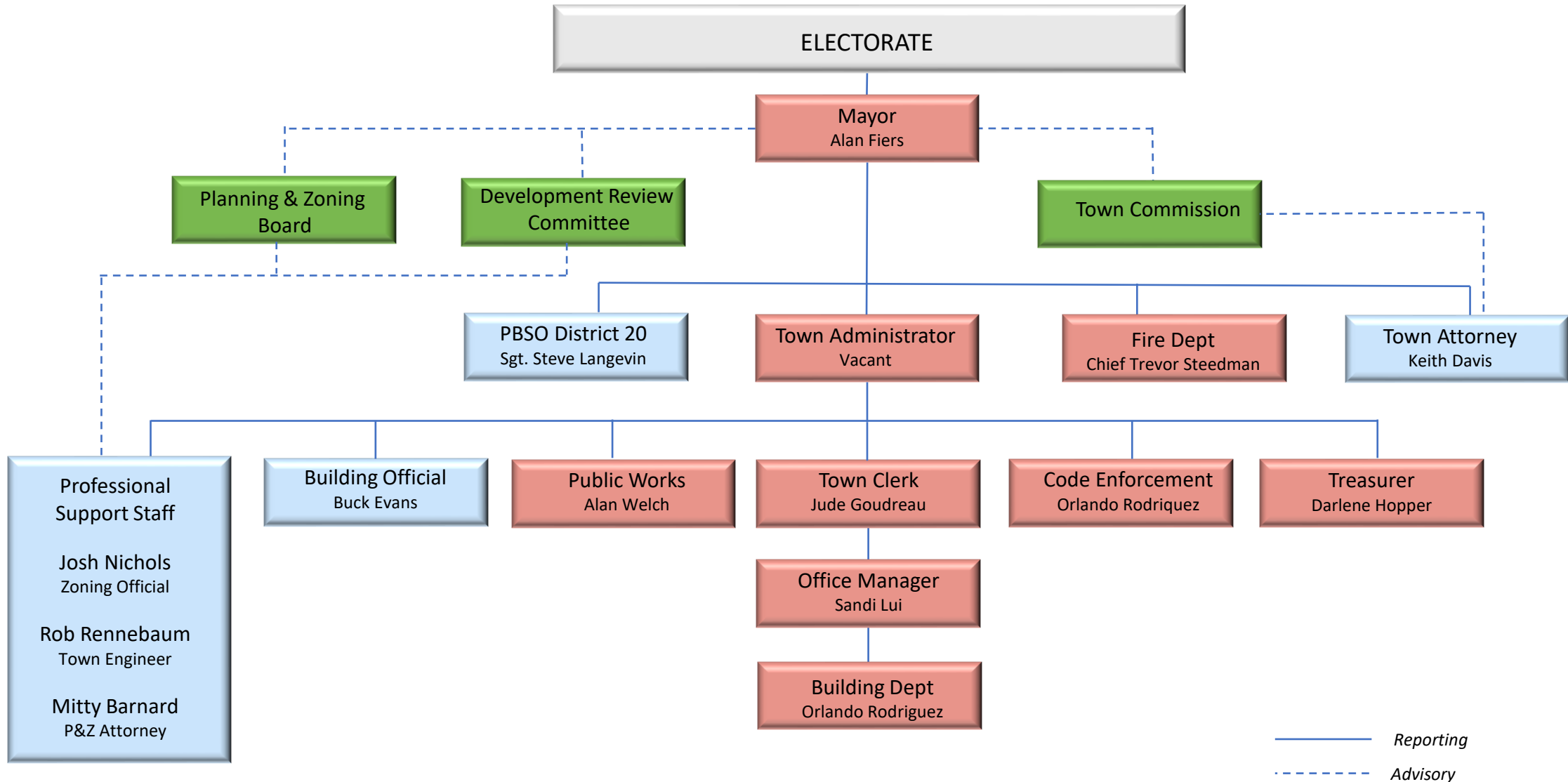
- Graduation from an accredited four-year college or university with a Bachelor's degree in Public Administration, Business, Management, or other closely related field. Master's degree in a related field preferred.
- Knowledge of laws and administrative policies governing municipal activities and of operations of municipal government.

- Knowledge of municipal government relationships to State and Federal government organizations.
- Knowledge of modern management and leadership techniques and applications.
- Minimum of five years progressive experience in municipal government, with three years minimum as the County/City/Town Manager/Administrator, or Assistant Manager/Administrator.
- Must possess and maintain a valid Florida Driver License.

NOTE: Reasonable accommodation considerations will be made for otherwise qualified individuals with a disability. The job description in no way states or implies that these are the only duties to be performed by the employee occupying this position. Employees will be required to follow any other job related instructions and to perform any other job-related duties requested by Mayor.

DRAFT

TOWN OF PALM BEACH SHORES



TOWN OF OCEAN RIDGE JOB DESCRIPTION

JOB TITLE: **TOWN MANAGER / FINANCE DIRECTOR**
ADMINISTRATION DEPARTMENT

GENERAL STATEMENT OF JOB

As per the Town Charter, Part I, Article IV, the Town Manager serves as the Chief Administrative Officer of the Town, and is responsible to the Commission for the administration of all Town affairs placed in his/her charge by the Town Charter, Code of Ordinances, or by direction of a majority vote or consensus of the Town Commission. Reports to the Town Commission. The Town Manager shall not be required to be a resident or property owner of the Town.

SPECIFIC DUTIES AND RESPONSIBILITIES AS TOWN MANAGER

ESSENTIAL JOB FUNCTIONS

Appoints, and when he/she deems it necessary for the good of the Town, suspends or removes, any or all Town employees and appointive administrative officers provided for by or under the Town Charter, except approval must be obtained from the Commission prior to terminating the Police Chief, except as otherwise provided by law or the Town Charter. The Town Manager may authorize and delegate any administrative Department Head to exercise these powers with respect to subordinates in that Department Head's Department.

Directs and supervises the administration of all Town Departments, offices and agencies of the Town, except as otherwise provided by the Town Charter or by county, state, or federal law.

Directs and oversees the preparation of the Town Commission meeting agendas and packages.

Attends all Town Commission, Planning & Zoning, and Board of Adjustment meetings and shall have the right to take part in discussion, but may not vote.

Responsible for overseeing that all laws, provisions of the Town Charter and Code, and acts of the Town Commission, subject to enforcement by him/her or by officers subject to his/her direction and supervision, are faithfully executed.

Prepares and submits the annual budget, together with the budget message and capital program, to the Commission in a form provided by ordinance.

Submits to the Town Commission and makes available to the public a complete report on the finances and administrative activities of the Town as of the end of each fiscal year.

Makes such other reports as the Town Commission may require concerning the operations of the Town Departments, officers and agencies of the Town, subject to his/her direction and supervision.

Keeps the Town Commission fully advised as to the financial condition and future needs of the Town and makes such recommendations to the Commission concerning the affairs of the Town as he/she deems necessary.

Negotiates and signs contracts, documents, instruments, and papers on behalf of the Town pursuant to approved policies and ordinances, or as may be specifically authorized by the Town Commission.

Confers with Department Heads regarding policies, procedures, and problems requiring solutions, and advises Department Heads about on-going operations and the preparation and implementation of new programs and services.

Represents the Town before appointive officers of other governmental bodies except when the Commission has designated another person to act in that capacity. Represents the Town when going before the public and media, providing information in response to inquiries or as otherwise deemed appropriate and in accordance with applicable state public records and financial disclosure laws.

Maintains community respect through good public relations and by responding to taxpayer's concerns, and keeping residents informed.

Represents the Town, along with the Town Attorney, in matters of litigation, mediation, grievance procedures, and labor negotiations.

Keeps abreast of all county, state, and federal regulations that may affect the Town so that the Town remains in compliance with these regulations.

Performs such other duties as are specified in the Town Charter or may be required by the Town Commission.

SPECIFIC DUTIES AND RESPONSIBILITIES AS FINANCE DIRECTOR

Participates in the maintenance, control, and analysis of the fiscal operations of the Town government; maintains adequate accounting records to document compliance with local, state and federal laws and ordinances; safeguards assets of the Town through implementation or acquisition of adequate internal control mechanisms and investments.

Formulates and implements finance policies and procedures, ensuring all policies and procedures are according to accepted accounting practices and are legally sufficient.

Oversees the operations of the Treasurer and Deputy Treasurer, ensuring proper posting and balancing of Town ledgers, accounts receivable, cash receipting, accounts payable, payroll, capital assets, and related records.

Reviews financial statements and other related reports periodically.

Oversees and approves the preparation of the monthly bank statement reconciliations.

Signs off on all invoices, ensuring that the invoices are being coded to the proper accounts and within budgetary amounts.

Oversees the preparation, posting, and maintenance of all journal entries and month-end and year-end closing procedures.

Prepares periodic reports pertaining to the Town's financial program, administrative activities, financial condition and future needs, and makes presentation of such information to the Commission as requested or otherwise deemed necessary; provides formal and informal advice, assistance and recommendations to the Town Commission, and keeps its members properly informed about financial matters.

Prepares the annual Town budget proposal for presentation to the Commission, and administers approved budget; aids Department Heads in preparing budget estimates and in determining costs for new, expanded or reorganized programs; prepares budget amendments, as necessary, making appropriate ledger

adjustments and estimating available fund balance.

Coordinates with the Treasurer to assist Auditors with the annual audit of financial operations.

Performs such other duties as are specified in the Town Charter or may be required by the Town Commission.

MINIMUM TRAINING AND EXPERIENCE

Bachelor's Degree in Public Administration, Business Administration, or related field, or a minimum of 10 years of progressively responsible managerial experience, administrative and accounting work, preferably in a municipal governmental setting; or any equivalent combination of education, training and experience that provides the required knowledge, skills and abilities.

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS

Physical Requirements: Must be physically able to operate a variety of automated office machines including computers, scanners, calculators, copiers, audio records, facsimile machines, etc. Must be able to exert a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects. Physical demand requirements are in excess of those of Sedentary Work. Light Work usually requires walking or standing to a significant degree. However, if the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.

Data Conception: Requires the ability to compare and/or judge the readily observable, functional, structural, or composite characteristics (whether similar to or divergent from obvious standards) of data, people or things.

Interpersonal communications: Requires the ability to speak and/or signal people to convey or exchange information. Includes relaying instructions, assignments and/or directions to subordinates or assistants.

Language Ability: Requires the ability to read a variety of correspondence, report, forms, manuals, ordinances, invoices, accounting ledgers, manuals, etc. Requires the ability to prepare correspondence, reports, technical studies, budgets, etc., using prescribed formats and conforming to all rules of punctuation, grammar, diction, and style. Requires the ability to speak to people with poise, voice control and confidence.

Intelligence: Requires the ability to apply principles of logical or scientific thinking to define problems, collect data, establish facts, and draw valid conclusions; to interpret an extensive variety of technical instructions in mathematical or diagrammatic form; and deal with several abstract and concrete variables.

Verbal Aptitude: Requires the ability to record and deliver information and to follow and give verbal and written instructions. Must be able to communicate effectively and efficiently in standard English, and in a variety of technical or professional languages, including accounting, legal, and governmental terminology.

Numerical Aptitude: Requires the ability to utilize mathematical formulas; to add and subtract totals; to multiply and divide; to determine percentages and decimals; interpret graphs; calculate discount, interest, profit and loss ratio and proportion; and understand and apply the theories of statistics and statistical inference.

Form/Spatial Aptitude: Requires the ability to inspect items for proper length, width and shape.

Motor Coordination: Requires the ability to coordinate hands and eyes rapidly and accurately in using automated office equipment.

Manual Dexterity: Requires the ability to handle a variety of items such as office equipment. Must have minimal levels of eye/hand/foot coordination.

Color Discrimination: Does not require the ability to differentiate between colors and shades of color.

Olfactory Discrimination: Does not require the ability to identify and distinguish odors.

Interpersonal Temperament: Requires the ability to deal with people beyond giving and receiving instruction. Must be adaptable to performing under stress and when confronted with persons acting under stress.

Physical Communication: Requires the ability to talk and hear: (Talking: expressing or exchanging ideas by means of spoken words. Hearing: perceiving nature of sounds by ear). Must be able to communicate via telephone.

KNOWLEDGE, SKILLS AND ABILITIES

Considerable knowledge of Town and departmental rules, regulations, policies and procedures, and has the ability to interpret them.

Considerable knowledge of the organization and operation of Town Departments.

Considerable knowledge of state laws pertaining to the administration of municipal government, including taxation and other sources of revenue.

Considerable knowledge of federal, state, and municipal laws and policies concerning municipal fiscal operations.

Considerable knowledge of the ethical guidelines applicable to the position as outlined by professional organizations and/or federal, state or local laws, rules and regulations.

Considerable knowledge of state open meetings, public records, and financial disclosure laws.

Considerable knowledge of personnel and management principles, practices and techniques as they relate to the administration of human resources, and planning, position management, staff development and training, policy development and administration, employee relations, and related personnel and management functions and services.

Considerable knowledge of the practices and procedures for planning and formulating departmental budgets and monitoring related expenditures.

Considerable knowledge of legal requirements regarding purchasing of supplies and equipment for municipal operations.

Considerable knowledge of the principles of supervision, organization, and administration.

Considerable knowledge of the current literature, trends, and developments in the field of public policy administration.

Considerable knowledge of arithmetic, spelling, grammar, punctuation and vocabulary.

Skill in the collection, analysis, and presentation of statistical and technical data.

Skill in effectively expressing ideas orally and in writing.

Skill in the operation of appropriate office machines, including computers and their associated software programs, spreadsheets, and file maintenance programs.

Ability to balance requests and opinions of a five member elected body.

Ability to provide leadership and to supervise the planning, development, and establishment of new, modified, and/or improved programs, services, and activities.

Ability to analyze and interpret policy and procedural guidelines, and to formulate, develop, and present recommendations to resolve problems and questions.

Ability to organize disparate groups of professionals into cohesive working groups.

Ability to use initiative, independent judgment and discretion in preparing goals, setting schedules, assigning and supervising work of subordinates, and planning for future needs of the Town.

Ability to prepare and make oral presentations before Town residents and large groups of people.

Ability to exercise tact and courtesy in frequent contact with Town and other Public Officials of various levels of authority and influence, media representatives, and the general public.

Ability to establish and maintain complex records and files.

Ability to establish and maintain effective working relationships as necessitated by work assignments.

Ability and knowledge to effectively provide information for and to work with Town Committees such as the Planning & Zoning Commission and Board of Adjustment.

PART I - CHARTER

Footnotes:

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Editor's note— Printed herein is the Charter for the town which became effective on July 28, 1975. It is published as passed by the town, and the numbering system adopted by the town has been retained. Amendments to the Charter are indicated by parenthetical history notes following amended provisions. The absence of a history note indicates that the provision remains unchanged from the original Charter. Obvious misspellings and punctuation errors have been corrected without notation. For stylistic purposes, a uniform system of headings, catchlines and citations to state statutes has been used. Additions made for clarity are indicated by brackets.

State Law reference— Home rule powers pertaining to amendment of municipal charters, F.S. § 166.031; Municipal Home Rule Powers Act, F.S. ch. 166.

ARTICLE I. - CREATION AND POWERS

Section 1.01. - Creation and powers.

The Town of Ocean Ridge is created, which shall have all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law.

ARTICLE II. - CORPORATE LIMITS

Section 2.01. - Description of corporate limits.

The following area shall constitute the corporate limits of the Town of Ocean Ridge:

Beginning at a point where the waters of the Atlantic Ocean intersect the south line of Lot 20, Block A, Palm Beach Shore Acres, according to the plat thereof recorded in Plat Book 7, page 15, public records of Palm Beach County, Florida, said subdivision being located in Government lot 1, Section 34, Township 45 South, Range 43 East, said south line of Lot 20, Block A, being also the south line of Blue Ocean Subdivision (an unrecorded plat); thence westerly along the said south line of Lot 20, Block A, and south line of Blue Ocean Subdivision, to a point in the westerly right of way line of State Road No. A1A, according to the plat thereof recorded in Road Plat Book 1, page 58, public records of Palm Beach County, Florida; thence northerly along the westerly right of way line of said State Road A1A to a point in the easterly extension of the center line of Cherokee Avenue, according to the Plat of Briny Breezes Addition No. 2 recorded in Plat Book 14, page 62, public records of Palm Beach County, Florida; thence westerly along the center line of said Cherokee Avenue to a point in the center line of the right of way of the Intracoastal Waterway,

according to the plat thereof recorded in Plat Book 17, page 13A; thence northerly along the center line of the right of way of the Intracoastal Waterway to the open waters of Lake Worth; thence along the center line of right of way of the Intracoastal Waterway, in the open waters of Lake Worth, to a point of intersection with the south right of way line of the South Lake Worth Inlet; thence easterly along said north right of way line of the South Lake Worth Inlet to the waters of the Atlantic Ocean; thence southerly along the waters of the Atlantic Ocean to the point of beginning.

Editor's note— This section has been editorially amended to delete the South Lake Worth Inlet District which was de-annexed by Laws of Fla. ch. 77-607.

ARTICLE III. - LEGISLATIVE

Section 3.01. - Town Commission; powers, composition.

There shall be a Town Commission with all legislative powers of the Town vested therein, consisting of five (5) members who shall be electors of the Town, elected at large by the electors of the Town in the manner hereinafter provided.

Section 3.02. - Qualifications.

Any elector of the Town shall be eligible to hold the office of Town Commissioner. The qualifying periods for candidate for Commissioner shall be regulated by Article V of Chapter 2 of the Code of Ordinances of the Town.

(Ord. No. 465, § 1, 1-4-1993, referendum, 2-9-1993; Ord. No. 639, § 2, 11-5-2018, referendum, 3-12-2019)

Section 3.03. - Election and terms.

- (a) The Commissioners shall hold office for a term of three (3) years beginning immediately after the official certification of the results of the election and shall continue in office until their term expires and until their successors are elected and qualified. There shall be an annual election of a Commissioner or Commissioners in the manner prescribed in Article V of this Charter, on the second Tuesday in March of each year (unless this date is required to be changed, by law, to a date concurrent with any countywide or statewide election or other date), to fill the vacancy or vacancies occasioned by the expiration or early termination (voluntary or involuntary) of the terms of the office of Commissioners.

- (b) Term limit.

- 1.

Individual Commissioners shall be prohibited from holding office for more than three (3) consecutive terms. This term limit shall commence with terms beginning with the March 2019 municipal election. The term "holding office" shall be defined as serving as a Commissioner. The term "consecutive terms" shall not include any time served as a result of an appointment or having been elected to a partial term to fill a vacancy.

2. A person who has served the maximum amount of consecutive terms allowed by this Charter as a Commissioner shall not assume office again until one (1) year has expired following the completion of his/her last term of office. The resignation from, or forfeiture of, the office of Commissioner during any part of the three (3) year elective term shall be deemed to constitute a full and complete term under this section.

(Ord. No. 639, § 3, 11-5-2018, referendum, 3-12-2019; Ord. No. 642, § 2, 11-5-2018, referendum, 3-12-2019)

Section 3.04. - Compensation and expenses.

The Commission may determine the annual salary of Commissioners by ordinance, but no ordinance increasing such salary shall become effective until the date of commencement of the terms of Commissioners elected at the next regular election, provided that such election follows the adoption of such ordinance by at least six (6) months. Commissioners shall receive their actual and necessary expenses incurred in the performance of their duties of office as provided by law.

Section 3.05. - Mayor and Vice-Mayor.

The Commission shall select from among its members, by a majority vote of the Commission, a Mayor and Vice-Mayor, who shall serve at the will of the Commission. Selection of the Mayor and Vice-Mayor shall be made at the first regular Commission meeting after the Town election or at any time as a majority of the Commission selects another Mayor or Vice-Mayor.

The Mayor shall preside at meetings of the Commission, shall be recognized as head of Town government for all ceremonial purposes, by the Governor for purposes of military law, for services of process, execution of contracts, deeds and other documents. The Mayor shall have no administrative duties except as required to carry out the responsibilities herein.

The Vice-Mayor shall act as mayor during absence or disability of the Mayor and, if a vacancy of the Mayor occurs, shall become interim Mayor until a Mayor is selected by a majority vote of the Commission.

In the event the Vice-Mayor becomes an interim Mayor, the Commission may select a new Vice-Mayor, by a majority vote of the Commission, for that period of time until a Mayor is selected.

(Ord. No. 465, § 1, 1-4-1993, referendum, 2-9-1993; Ord. No. 641, § 2, 11-5-2018, referendum 3-12-2019)

Section 3.06. - Vacancies; forfeitures of office; filling of vacancies; suspension.

- (a) *Vacancies.* A vacancy in the office of a Commissioner shall occur upon the incumbent's death, inability to fulfill the duties of the office, resignation, appointment to another public office, judicially determined incompetence, or removal or forfeiture of office as described in this section.
- (b) *Forfeiture of office.*

1. A member of the Commission may forfeit the office if the member:

- a. Lacks at any time during the term of office any qualification for the office prescribed by this charter or by law;
- b. Violates any express prohibition of this charter;
- c. Is convicted of a criminal misdemeanor, which criminal misdemeanor involves the office of Town Commission, or enters a plea of guilty or nolo contendere thereto, even if adjudication is withheld;
- d. Is convicted of a felony, or enters a plea of guilty or nolo contendere to a crime punishable as a felony, even if adjudication is withheld;
- e. Is found to have violated any standard of conduct or code of ethics established by law for public officials or has been suspended from office by the Governor, unless subsequently reinstated as provided by law; or
- f. Misses three consecutive regularly scheduled Commission meetings, unless excused by the Commission. The burden of establishing good cause for absences shall be on the Commission member in question.

If any of these events should occur, a hearing shall automatically be conducted at the next regularly scheduled Commission meeting, or sooner as determined by the Commission, and the member may be declared to have forfeited office by majority vote of the Commission. A Commission member whose qualifications are in question or who is otherwise subject to forfeiture of his or her office shall not vote on such matters.

2. The Commission shall be the sole judge and shall hear all questions relating to forfeiture of a Commission member's office, including whether good cause for absence has been or may be established. In order to exercise these powers, the Commission shall have power to subpoena witnesses, administer oaths, and require the production of evidence.

- (c) *Filling of vacancies.* A vacancy on the Commission shall be filled by a majority vote of the remaining members of the Commission for the period of time until the next election, when a Commissioner shall be elected for the remainder of the term vacated. If the Commission is unable to select a person to fill the vacancy, the Commission may call a special election.
- (d) *Extraordinary vacancies.* In the event that three or more of the Commission members are removed by death, disability, recall, forfeiture of office, or resignation, the Governor shall appoint interim Commission members who shall call a special election at least 30 days, but no more than

60 days, after such appointment. Such election shall be held in the same manner as elections under this charter. However, if there are fewer than 6 months remaining from the date of appointment to the date of the next regular election, the interim Commission members appointed by the Governor shall serve until the next regular election. Appointees must meet all requirements for candidates as provided in this charter.

(e) *Suspension from office.* Any Commission member shall be suspended from office upon return of an indictment or issuance of any information charging any Commission member with any crime which is punishable as a felony or with any crime arising out of his or her official duties which is punishable as a first degree misdemeanor. Pursuant thereto:

1. During the period of suspension, the Commission member shall not perform any official act, duty, or function, or receive any pay, allowance, emolument, or privilege of office.
2. If the Commission member is subsequently found not guilty of the charge, or if the charge is otherwise dismissed, reduced, or altered in such a manner that suspension would no longer be required as provided herein, the suspension shall be lifted and the Commission member shall be entitled to receive full back pay and such other emoluments or allowances as he or she would have been entitled to had the suspension not occurred.

(Ord. No. 641, § 3, 11-5-2018, referendum 3-12-2019)

State Law reference— Adoption of procedure for filling vacancies required, F.S. § 166.031(b).

Section 3.07. - Procedure.

- (a) *Meetings.* The Commission shall meet regularly at least once in every month, at such times and places as the Commission may prescribe by rule. Special meetings may be held on the call of the Mayor or of a majority of the members and, whenever practicable, upon no less than twenty-four (24) hours' notice to each member and the public unless there is an immediate threat to the public health, safety or welfare. All meetings shall be public.
- (b) *Rules.* The Commission shall determine its own rules and order of business. In the event the Commission does not adopt rules, it shall be governed by Robert's Rules of Order, revised edition, in conducting its meetings.
- (c) *Voting.* A majority of the Commission shall constitute a quorum. No action of the Commission shall be valid or binding unless adopted by the affirmative vote of three members, except as otherwise set forth in this charter.
- (d) *Annual audit.* At the end of each fiscal year the Commission shall select and employ competent independent auditors to analyze the Town's financial activities and transactions for the year ended and to certify their opinion of the fiscal conditions they report.

(Ord. No. 641, § 4, 11-5-2018, referendum 3-12-2019)

State Law reference— Annual audit mandated, F.S. § 166.241.

ARTICLE IV. - ADMINISTRATIVE

Section 4.01. - Town Manager.

There shall be a Town Manager who shall be the chief administrative officer of the Town. He/she shall be responsible to the Commission for the administration of all town affairs placed in his/her charge by or under this Charter. The Town Manager shall not be required to be a resident or property owner of the Town.

(Ord. No. 640, § 2, 11-5-2018, referendum 3-12-2019)

Section 4.02. - Appointment; removal; compensation.

- (a) *Appointment.* The Commission shall appoint a Town Manager for an indefinite term by a majority vote of all the Commission.
- (b) *Removal.* The Commission may remove the Manager by a majority vote of all the Commission.
- (c) *Compensation.* The compensation of the Manager shall be fixed by a majority vote of all the Commission.

(Ord. No. 640, § 3, 11-5-2018, referendum 3-12-2019)

Section 4.03. - Acting Town Manager.

The Manager shall designate, in writing, a qualified town administrative officer to exercise the powers and perform the duties of manager during his/her temporary absence or disability. During such absence or disability, the Commission may revoke such designation at any time and appoint another officer of the Town to serve until the Manager shall return or his/her disability shall cease.

(Ord. No. 640, § 4, 11-5-2018, referendum 3-12-2019)

Section 4.04. - Powers and duties of the Town Manager.

The Town Manager shall:

- (a) Appoint, and when he/she deems it necessary for the good of the Town, suspend or remove any or all Town employees and appointive administrative officers provided for by or under this Charter, except approval must be obtained from the Commission prior to terminating the

Police Chief, and except as otherwise provided by law or this Charter. The Town Manager shall authorize and delegate any administrative department head to exercise these powers with respect to subordinates in that department head's department.

- (b) Direct and supervise the administration of all departments, offices and agencies of the Town, except as otherwise provided by this Charter or by law.
- (c) Attend all Commission meetings and shall have the right to take part in discussion but may not vote.
- (d) See that all laws, provisions of this Charter and acts of the Commission, subject to enforcement by him/her or by officers subject to his/her direction and supervision, are faithfully executed.
- (e) Prepare and submit the annual budget, together with the budget message, and capital program to the Commission in a form provided by ordinance.
- (f) Submit to the Commission and make available to the public a complete report on the finances and administrative activities of the Town as of the end of each fiscal year.
- (g) Make such other reports as the Commission may require concerning the operations of Town departments, officers and agencies subject to his/her direction and supervision.
- (h) Keep the Commission fully advised as to the financial condition and future needs of the Town and make such recommendations to the Commission concerning the affairs of the Town as he/she deems desirable.
- (i) Negotiate and sign contracts, documents, instruments and papers on behalf of the Town pursuant to approved policies, ordinances or as may be specifically authorized by the Town Commission.
- (j) Perform such other duties as are specified in this Charter or may be required by the Commission.

(Ord. No. 464, § 1, 1-4-1993, referendum, 2-9-1993; Ord. No. 557, § 2A., 8-8-2005; Ord. No. 640, § 5, 11-5-2018, referendum 3-12-2019)

ARTICLE V. - NOMINATIONS AND ELECTIONS

Footnotes:

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State Law reference— *The Florida Election Code, F.S. chs. 97—106.*

Section 5.01. - Electors.

Any person who is a resident of the Town who has qualified as an elector of this state and the Town, and who registers in the manner prescribed by law, shall be an elector of the Town.

(Ord. No. 465, § 1, 1-4-1993, referendum, 2-9-1993; Ord. No. 639, § 4, 11-5-2018, referendum, 3-12-2019)

Section 5.02. - Nonpartisan elections.

All nominations and elections for the office of Town Commissioner shall be conducted on a nonpartisan basis without regard for or designation of political party affiliation of any nominee on any nomination petition or ballot.

(Ord. No. 465, § 1, 1-4-1993, referendum, 2-9-1993)

Section 5.03. - Nominations.

Candidates for the office of Town Commissioner shall be nominated for such office(s) by the filing of a written notice of candidacy in the manner prescribed by law.

(Ord. No. 465, § 1, 1-4-1993, referendum, 2-9-1993)

Section 5.04. - Form of ballots.

The form of the ballot, including the method of listing candidates for Town Commission election, and any other Town election shall conform to the form of ballots prescribed by law, however, the ballot shall contain no mark or other designation of affiliation of any candidate with any political party or other association or organization.

(Ord. No. 465, § 1, 1-4-1993, referendum, 2-9-1993; Ord. No. 639, § 5, 11-5-2018, referendum, 3-12-2019)

Section 5.05. - Elections.

Annual Town elections shall be held on the second Tuesday in March (unless this date is required to be changed, by law, to a date concurrent with any countywide or statewide election or other date). The election of candidates for the office of Commissioners shall be determined solely on the basis of a plurality of votes cast at the annual election and not be a run-off system of voting. In the case of a tie vote, the winner shall be declared by the flipping of a coin by the Town Clerk.

Procedures to be followed in voting for candidates running for the office of commissioner will depend upon the following: (1) Commission seats vacated by the expiration of the three (3) year term of office; and (2) the early termination or vacancy of a three (3) year term of office caused either voluntarily or involuntarily. Thus, if only one (1) commission seat has expired and is available at the time of an annual election, the candidate receiving the largest number of votes cast shall be declared elected to that

commission seat. However, if, for example, two (2) commission seats have expired and are available and one (1) commission seat has been terminated early or vacated, either voluntarily or involuntarily, and is available at the time of annual election, then the two candidates receiving the largest and next to largest number of votes cast shall be declared to be elected for the two (2) commission seats that have expired in an ordinary manner while the candidate receiving the next largest number or third largest number of votes cast, shall be declared elected for the commission seat terminated early or vacated, and said elected candidate shall serve for the remaining time in this unexpired term of office.

If, for any reason, an elected candidate refused to acknowledge or accept the campaign seat or term of office which he has been elected to, then that commission seat and term of office shall be awarded to the candidate who received the next largest number of votes cast at the annual election.

(Ord. No. 377, § 2, 9-8-1980, referendum, 2-10-1981; Ord. No. 465, § 1, 1-4-1993, referendum, 2-9-1993; Ord. No. 639, § 6, 11-5-2018, referendum, 3-12-2019)

ARTICLE VI. - TRANSITION SCHEDULE

Section 6.01. - Continuation of former Charter provisions.

All provisions of Chapter 15088, Laws of Florida, Special Acts of 1931, as amended by the former Charter, which are not embraced herein and which are not inconsistent with this Charter shall become ordinances of the Town subject to modification or repeal in the same manner as other ordinances of the Town.

Section 6.02. - Ordinances preserved.

All ordinances in effect upon the adoption of this Charter, to the extent not inconsistent with it, shall remain in force until repealed or changed as provided herein.

Section 6.03. - Rights of officers and employees.

Nothing in this Charter except as otherwise specifically provided shall affect or impair the rights or privileges of persons who are Town officers or employees at the time of adoption. Elected officers shall continue to hold their offices and discharge the duties thereof until their successors are elected.

Section 6.04. - Pending matters.

All rights, claims, actions, orders, contracts and legal or administrative proceedings involving the Town shall continue except as modified pursuant to the provisions of this Charter.

ARTICLE VII. - FINANCE AND TAXATION

Footnotes:

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State Law reference— *Municipal finance and tax, F.S. § 166.201 et seq.*

Section 7.01. - Accounting funds established.

All cash and fixed assets of the Town shall be maintained in one of the following accounting funds, as applicable:

- (a) Debt Service Funds (more than one may be established);
- (b) Capital Projects Fund;
- (c) General Fixed Asset Fund;
- (d) General Fund.

(Ord. No. 452, § 1, 2-5-1990, referendum, 2-13-1990)

Section 7.02. - Fund transfers; fund equity.

The Town Commission, subject to other provisions of law, may transfer equity from one fund to another fund by Resolution. All undesignated fund equity from the prior fiscal year shall be appropriated in one of the funds established herein. Said appropriations shall be made at least annually, by Resolution, at the time of adoption of the general millage as established by law.

(Ord. No. 452, § 1, 2-5-1990, referendum, 2-13-1990; Ord. No. 639, § 7, 11-5-2018, referendum, 3-12-2019)

ARTICLE VIII. - POLICE DEPARTMENT

Section 8.01. - Preservation of local police department.

The Town of Ocean Ridge Police Department shall not be abolished, merged with, outsourced and/or otherwise transferred to any other law enforcement agency and/or other entity unless approved by a referendum vote of the electorate in accordance with section 166.031, Florida Statutes, as amended from time to time. A referendum ordinance, initiated by the Town Commission, calling for such an election shall be approved by a supermajority (at least 4 out of 5) of the Town Commission. A referendum is not required to terminate a contract with any outside agency or other entity providing police services.

(Ord. No. 2020-02, § 2, 6-12-2020, referendum, 8-18-2020)

TOWN MANAGER JOB DESCRIPTION



JOB TITLE: Town Manager
DEPARTMENT: Administration
FLSA DESIGNATION: Salaried Exempt
CLASSIFICATION: Full-Time

GENERAL STATEMENT OF JOB

The Town Manager shall be the chief administrative officer of the Town. They shall be responsible to the Town Commission for the administration of all town affairs placed in their charge by or under the Town Charter or by way of ordinances of the Town or the direction of the Town Commission. They shall hold office at the will of the Town Commission and shall be entitled to such reasonable compensation for services as the Town Commission may determine. Reports to Town Commission.

SPECIFIC DUTIES AND RESPONSIBILITIES

ESSENTIAL JOB FUNCTIONS

1. Recommends to the Town Commission the appointment of and, when deemed necessary for the good of the Town, the suspension or removal of all appointive administrative officials provided for, by or under the Town charter or by Town Commission ordinance.
2. Appoints and, when deemed necessary for the good of the Town, suspends or removes all other Town employees; may authorize any subordinate administrative officer to exercise these powers with respect to subordinates in that officer's department, office or agency.
3. Directs and supervises the administration of all departments, offices and agencies of the Town except as otherwise provided by charter or law; administers all laws, provisions of the Town Charter, and resolutions or other acts by the Commission as are subject to enforcement by the Town Manager or by subordinate officers.
4. Attends Town Commission meetings to assist and advise Commissioners and other Town officials, providing input based on experience, expertise and/or observations; advises Commissioners of the financial condition and future needs of the Town, providing recommendations as deemed appropriate.
5. Prepares and submits to the Commission annual operation and capital outlay budgets; prepares and submits to the Commission at the conclusion of each fiscal year complete reports of the finances and administrative activities of the Town; prepares, maintains and submits to the Commission other reports and records as requested or required pertaining to the operations of Town departments, offices or agencies under direction of the Town Manager; ensures availability to the public of such reports and records as required under the Gulf Stream Code and applicable state open records laws.
6. Signs contracts on behalf of the Town as directed by Commissioners.
7. Represents the Town before appointive officers of other governmental bodies except when the Commission has designated some other person to act in such capacity.
8. Represents the Town before the public and media, providing information in response to

inquiries or as otherwise deemed appropriate and in accordance with applicable state public records and financial disclosure laws.

ADDITIONAL JOB FUNCTIONS

Performs such other duties as are specified in the Charter or ordinances of the Town, or as may be required by the Town Commission.

MINIMUM TRAINING AND EXPERIENCE

Master's degree in business or public administration, urban planning, accounting or a related field, and 6 to 9 years of progressively responsible managerial experience, preferably in a governmental setting; or any equivalent combination of training and experience that provides the required knowledge, skills, and abilities.

MINIMUM QUALIFICATIONS OR STANDARDS REQUIRED TO PERFORM ESSENTIAL JOB FUNCTIONS

Physical Requirements: Must be physically able to operate a variety of machinery and equipment including computers, scanners, copiers, calculators, Dictaphones, etc. Must be physically able to exert a negligible amount of force frequently or constantly to lift, carry, push, pull, or otherwise move objects. Sedentary work involves sitting most of the time but may involve walking or standing for brief periods of time.

Data Conception: Requires the ability to compare and or judge the readily observable functional, structural, or composite characteristics (whether similar to or divergent from obvious standards) of data, people, or things.

Interpersonal Communication: Requires the ability to speak and/or signal people to convey or exchange information. Includes giving instructions, assignments and/or directions to subordinates and assistants.

Language Ability: Requires the ability to read correspondence, narrative and statistical reports, governmental records, legal documents, etc. Requires the ability to prepare correspondence, reports, technical studies, budgets, ordinances, etc., using prescribed formats, and conforming to all rules of punctuation, grammar, diction and style. Requires the ability to speak before groups of people with poise, voice control and confidence.

Functional Reasoning: Requires the ability to apply principles of logical or scientific thinking to define problems, collect data, establish facts, and draw valid conclusions; to interpret an extensive variety of technical instructions in mathematical or diagrammatic form; deal with several abstract and concrete variables.

Verbal Aptitude: Requires the ability to record and deliver information and to follow and give verbal and written instructions in standard English. Must be able to communicate effectively and efficiently in a variety of technical or professional languages, including accounting, legal and

governmental terminology.

Mathematical Aptitude: Requires the ability to utilize mathematical formulas; to add and subtract; multiply and divide; determining percentages and decimals; understand and apply the theories of statistics and statistical inference.

Form/Spatial Aptitude: Requires the ability to inspect items for proper length, width and shape.

Motor Coordination: Requires the ability to coordinate hands and eyes in using automated office equipment.

Manual Dexterity: Requires the ability to handle a variety of items, office equipment, control knobs, switches, etc. Must have minimal levels of eye/hand/foot coordination.

Interpersonal Temperament: Requires the ability to deal with people beyond receiving or giving instructions. Must be adaptable to performing under stress and when confronted with people acting under stress.

Physical Communication: Requires the ability to talk and/or hear. (Talk: expressing or exchanging ideas by means of spoken words; Hear: perceiving nature of sounds by ear). Must be able to communicate via telephone.

KNOWLEDGE, SKILLS AND ABILITIES

- Thorough knowledge of municipal organization and operational policies and procedures. Thorough knowledge of the organization and operation of Town departments.
- Thorough knowledge of state laws pertaining to the administration of municipal government, including taxation and other sources of revenue.
- Thorough knowledge of federal, state and Town laws and policies concerning municipal fiscal operations.
- Thorough knowledge of the ethical guidelines applicable to the position as outlined by professional organizations and/or federal, state or local laws, rules and regulations.
- Considerable knowledge of State open meetings, public records and financial disclosure laws. Considerable knowledge of the principles, practices, procedures and philosophies of public personnel administration.
- Considerable knowledge of federal and state laws, rules and regulations governing personnel administration.
- Considerable knowledge of the practices and procedures for planning and formulating departmental budgets and monitoring related expenditures. Considerable knowledge of the principles and practices of accounting and auditing, including modern municipal financial administration.
- Considerable knowledge of personnel and management principles, practices and techniques as they relate to the administration of manpower resources and planning, position management, staff development and training, policy development and administration, employee relations, and related personnel and management functions and services.

- Considerable knowledge of legal requirements regarding purchase of supplies and equipment for municipal operations.
- Considerable knowledge of the principles of supervision, organization and administration. Considerable knowledge of the current literature, trends, and developments in the field of public policy administration.
- Skilled in the collection, analysis and presentation of statistical and technical data. Skilled in effectively expressing ideas orally and in writing.
- Ability to use common office machines, including popular computer-driven word processing, spreadsheet and file maintenance programs.
- Ability to provide leadership and to supervise the planning, development and establishment of new, modified and/or improved programs, services and activities.
- Ability to analyze and interpret policy and procedural guidelines, and to formulate, develop and present recommendations to resolve problems and questions.
- Ability to organize disparate groups of professionals into cohesive working groups.
- Ability to use initiative, independent judgment and discretion in preparing goals, setting schedules, assigning work and planning for future needs of the Town.
- Ability to establish and maintain complex records and files.
- Ability to assign and supervise the work of subordinate professional, technical and clerical personnel.
- Ability to prepare and make oral presentations before large groups of people.
- Ability to exercise tact and courtesy in frequent contact with Town and other public officials of various levels of authority and influence, media representatives and the general public.
- Ability to establish and maintain effective working relationships as necessitated by work assignments.

This job description has been approved

Employee signature below constitutes employee's understanding of the requirements, essential functions and duties of the position.

Employee _____ Date _____

The Town of Gulf Stream is an Equal Employment Opportunity Employer. In compliance with the Americans with Disabilities Act, the Town of Gulf Stream will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer. The Town does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, marital status, or any other characteristic protected by law.

PART I - CHARTER

TOWN OF GULF STREAM

Footnotes:

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Editor's note— Printed herein is the Charter for the Town of Gulf Stream, Florida, ordinance number 80-1, enacted on February 8, 1980, and adopted by referendum held on March 11, 1980. Obviously misspelled words have been corrected without notation. Words added for clarification have been added in brackets []. Amendments have been included and are indicated by a history note immediately following the amended section.

ARTICLE I. - CREATION AND POWERS

Section 1.01. - Creation and powers.

The Town of Gulf Stream is created, which shall have all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law.

ARTICLE II. - CORPORATE LIMITS

Section 2.01. - Description of corporate limits.

The following areas shall constitute the corporate limits of the Town of Gulf Stream:

[The boundary description is not printed herein, but is on file in the city clerk's office.]

ARTICLE III. - LEGISLATIVE

Section 3.01. - Town Commission; powers, composition.

There shall be a Town Commission with all legislative powers of the Town vested therein, consisting of five (5) members who shall be electors of the Town, elected at large by the electors of the Town in the manner hereinafter provided.

Section 3.02. - Qualifications.

Any elector of the Town shall be eligible to hold the office of Town Commissioner. The Commission shall be the judge of the election and qualifications of its members and of the grounds for forfeiture of their office. A member charged with conduct constituting grounds for forfeiture of his office shall be entitled to a public hearing on demand, and notice of such hearing shall be published in one or more newspapers of general circulation in the Town at least one (1) week in advance of the hearing.

Section 3.03. - Election and terms.

The Commissioners shall hold office for a term of three (3) years beginning at noon of the third day after their election and shall continue in office until their term expires and until their successors are elected and qualified. There shall be an election of a Commissioner or Commissioners in the manner prescribed in Article V of this Charter, on the second Tuesday in March on any year in which a vacancy or vacancies are occasioned by the expiration or early termination (voluntary or involuntary) of the terms of the office of Commissioners.

Section 3.04. - Compensation and expenses.

Commissioners shall serve without compensation but they shall receive their actual and necessary expenses incurred in the performance of their duties of office as provided by law.

Section 3.05. - Mayor and Vice Mayor.

The Commission shall select from among its members a Mayor and a Vice Mayor. Such selection shall be done at the first regular Commission meeting after the Town election.

The Mayor shall preside at meetings of the Commission, shall be recognized as head of Town government for all ceremonial purposes, by the Governor for purposes of military law, for services of process execution of contracts, deeds and other documents, and as the Town official designated to represent the Town in all agreements with other governmental entities or certifications to other governmental entities, but shall have no administrative duties except as required to carry out the responsibilities herein.

The Vice Mayor shall act as Mayor during absence or disability of the Mayor.

Section 3.06. - Vacancies; forfeitures of office; filling of vacancies.

(a) *Vacancies.* The office of a Commissioner shall become vacant upon his death, resignation, removal from office in any manner authorized by law or forfeiture of his office.

(b) *Forfeiture of Office.* A Commissioner shall forfeit his office if he:

(1)

Lacks at any time during his term of office any qualification for the office prescribed by this Charter or by law; or

(2) Violates any standard conduct or code of ethics established by law for public officials, such violation to be determined by remaining members of the Commission.

(c) *Filling of Vacancies.* A vacancy on the Commission shall be filled by a majority vote of the remaining members of the Commission for the period of time until the next election, when a Commissioner shall be elected for the remainder of the term vacated.

(d) *Extraordinary Vacancies.* In the event that all members of the Commission are removed by death, disability or forfeiture of office, the Governor shall appoint an interim Commission that shall call a special election.

Section 3.07. - Procedure.

(a) *Meetings.* The Commission shall meet regularly at least once in every month at the Town Hall or at such time and place as the Commission may prescribe. Special meetings may be held on the call of the Mayor or of a majority of the members and, whenever practicable, upon no less than twelve (12) hours' notice to each member and the public. All meetings shall be public.

(b) *Rules and Minutes.* The Commission shall determine its own rules and order of business. The Commission shall keep minutes of its meetings.

(c) *Voting.* Voting, on ordinances and resolutions, shall be by majority vote, or if requested by a Commissioner, by a roll call, and shall be recorded in the minutes. A majority of the Commission shall constitute a quorum; but a smaller number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the Commission. No action of the Commission except as otherwise provided in the preceding sentence shall be valid or binding unless adopted by the affirmative vote of the majority of a quorum present.

(d) *Annual Audit.* At the end of each fiscal year the Commission shall select and employ competent independent auditors to review the Town's financial activities and condition for the year and to express their opinion thereof.

ARTICLE IV. - ADMINISTRATIVE

Section 4.01. - Town officers.

The Commission shall appoint a Town Manager, Town Clerk, and a Chief of Police who shall serve at the pleasure of the Commission and perform such duties as may be specified by law or the Commission. The

Commission may appoint such other officers, consultants and employees as may be needful.

Section 4.02. - Compensation.

The Commission shall determine for each officer, consultant or employee his kind and amount of compensation and his employee benefit status.

ARTICLE V. - NOMINATIONS AND ELECTIONS

Section 5.01. - Electors.

Any person who is a resident of the Town who has qualified as an elector of this state, and who registers in the procedural manner prescribed by general law and ordinance of the Town, shall be an elector of the Town.

Section 5.02. - Nonpartisan elections.

All nominations and elections for the office of Town Commissioner shall be conducted on a nonpartisan basis without regard for or designation of political party affiliation of any nominee on any nomination petition or ballot.

Section 5.03. - Nominations.

Candidates for the office of Town Commissioner shall be nominated for such office(s) by the filing of a written notice of candidacy with the designated Town official at such time and in such manner as may be prescribed by ordinance.

Section 5.04. - Form of ballots.

The Commission by ordinance shall prescribe the form of the ballot or method of balloting including the method of listing candidates for Town Commission elections, and any other Town election. A Charter amendment to be voted on by the Town shall be presented for voting by ballot title. The ballot title of a measure may differ from its legal title and shall be a clear, concise statement describing the substance of the measure without argument or prejudice.

Section 5.05. - Elections.

Town elections shall be held on the second Tuesday in March. The election of candidates for the office of Commissioner shall be determined solely on the basis of a plurality of votes cast at the election and shall not be a run-off system of voting. If for any reason an elected candidate refuses to acknowledge or accept the campaign seat or term of office which he has been elected to, then that Commission seat and term of

office shall be awarded to the candidate who received the next largest number of votes cast at the election. In case all vacancies on the Commission cannot be filled in this manner, the Commission shall elect a person or persons to fill such vacancies.

ARTICLE VI. - TRANSITION SCHEDULE

Section 6.01. - Ordinances preserved.

All ordinances in effect upon the adoption of this Charter, to the extent not inconsistent with it, shall remain in force until repealed or changed as provided herein.

Section 6.02. - Rights of officers and employees.

Nothing in this Charter except as otherwise specifically provided shall affect or impair the rights or privileges of persons who are Town officers or employees at the time of adoption. Elected officers shall continue to hold their offices and discharge the duties thereof until successors are elected.

Section 6.03. - Pending matters.

All rights, claims, actions, orders, contracts and legal or administrative proceedings involving the Town shall continue except as modified pursuant to the provisions of this Charter.



Town of Palm Beach Shores

Job Description

Job Title: Town Administrator

Supervisor: Mayor

Department: Administration

Purpose: Coordinate the administration of Town functions, services, and projects at the direction of the Mayor. Serve as Town Manager in the Mayor's absence.

Responsibilities:

- Exercise administrative direction and authority over specified Town operations and associated departments as assigned by the Mayor.
- Oversee the direction and delivery of administrative services.
- Implement, administer, and oversee directives and decisions made by the Mayor and Town Commission.
- Direct, monitor, and evaluate activities and projects of designated departments and provide guidance as directed by the Mayor.
- Manage all aspects of the budget, from inception to final adoption by the Commission. The budget process includes meeting with department heads, coordinating all budget workshops, and compliance with all State laws in the budget process.
- Review and approve departmental expenditures monitoring for compliance with purchasing requirements and budgetary authorizations.
- Monitor all financial procedures of the Town.
- Oversee pursuit of grant funding.
- Coordinate the monitoring, compliance, and reporting for grants received.
- Attend Commission meetings, as necessary.
- Establish a network with other municipalities, county, state, and federal agencies for information exchange.
- Participate in external organizations on behalf of the Town as assigned by the Mayor.



Town of Palm Beach Shores

Job Title: Town Administrator

Proposed Appointee: Wendy Wells, CPA

Hours & Pay: Annual pay is estimated to be \$88,800. Based on 24 hours per week at \$74 per hour. This includes FRS, but no paid time off or insurance. Anticipated schedule includes 2 full days and 2 half days each week.

Savings: The Town will save approximately \$50,000 in the current year with this choice. The current budget includes \$75,000 for a Town Manager for six months which is inclusive of salary and benefits. There is an additional \$55,000 included for the duties of Town Treasurer.

Additional Information:

Wendy Wells has worked for the Town since 2005. As a CPA with a background in governmental auditing, she began as the Town Bookkeeper. As responsibilities increased, she was appointed Town Treasurer and has been a critical player in creating the budget each year. Her collaborative nature enables Mrs. Wells to work well with all department heads and staff, as well as all who have served on the Commission over the past 15 years. With a great deal of historical knowledge of the Town, the additional responsibilities will be a natural fit.