

Monday, September 13, 2021
Immediately following the
7:00 pm First Budget Hearing



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

SPECIAL COMMISSION MEETING

Mayor Alan Fiers

Vice Mayor Scott McCranel

Commissioner Tracy Larcher
Commissioner Janet Kortenhaus
Commissioner Brian Tyler

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

PLEASE NOTE:

THIS MEETING MAY BE CONDUCTED USING COMMUNICATION MEDIA TECHNOLOGY

<https://townofpalmbeachshores.my.webex.com/townofpalmbeachshores.my/j.php?MTID=m05e18d63ccfe1d6c48474d353edf1285>

Meeting Number: **132 293 9977**

Password: **0913**

To join meeting by phone (voice only)

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

Access Code: **132 293 9977**

Password: **0913**

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

1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call

2. MISCELLANEOUS BUSINESS

- a. **VAR21-02 (R)**, Robert Winfield, Owner of 318 Inlet Way, requests Variance review for: 1) a variance from Sec. Pf. 7.8. to construct two proposed single-story detached garages with reduced side yard setbacks of 6.95 feet where Town Code requires 10 feet, in order to be consistent with the existing (non-conforming) principal residential building setback. *(Continued from August 23, 2021 Commission Meeting)*
- b. Review and consideration of an exclusive non-resident Community Center Event Management Agreement.

3. PUBLIC COMMENTS

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.



PROJECT NAME: Inlet View Apartments - Garage Variances

Reviewed By: _____

Date: _____

Fee Paid: _____

Town Receipt No: _____

SUBMITTAL CHECKLIST

All submittals must include ten (10) paper sets (folded & sorted into complete packet sets) and an electronic copy (on cd or thumb drive) of the following:

- ☒ Completed **Development Application** (complete all fields, use N/A when not applicable).
 - ☐ Architectural & Aesthetic Review Request (pg. 11, all submittals)
 - ☒ Variance Request (pg. 13, if applicable)
 - ☐ Special Exception Request (pg. 14, if applicable)
- ☒ **Boundary Survey** (Dated to within 6 months of application submission).
- ☒ **Signed and Sealed Schematics** depicting building on site, setbacks, grading, drainage and elevations, as well as the relationship of the site to the neighboring sites (e.g. Site Plan, Drainage and Grading Plan, Roof Plan, Landscape Plan, Elevations).
- ☒ **Tabular Data** showing compliance with all lot coverage, floor area, building height, grade and landscaping requirements.

SITE PLAN CHECKLIST

Please be sure to include the following on the Site Plan:

- ☒ Depict and label 10' Town Strip (front of property) and 5' utility easement (rear of property), and all other applicable easements.
- ☒ Depict and label all setbacks and Code required setback lines (front, rear, side, pool, etc.).
- ☒ Provide a tabular data table reflecting data from the tables on pgs. 7-8 of this development application.
- ☒ For renovations and/or additions, please shade proposed addition area(s) to differentiate from existing.
- ☒ Include all a/c equipment, pool equipment and emergency generators and label as proposed or existing.
- ☒ Ensure that beam height and top of roof are dimensioned on all elevation drawings submitted.
- ☒ Provide a construction schedule for the proposed project (including calendar dates).

LANDSCAPE PLAN CHECKLIST

Please be sure to include the following on the Landscape Plan:

- ☒ Depict and label the 10' Town Strip (front of property) and 5' utility easement (rear of property).
- ☒ Include and label both existing (to remain) and proposed landscaping on the subject property.
- ☒ Provide a species legend/key including the height of all landscaping to be provided at installation.
- ☒ Ensure that the requirements for 10' Town Strip and front yard trees are met.
- ☐ For multi-story construction, ensure that the requirements for privacy screening are met.
- ☒ Ensure screening is provided for all ground mounted mechanical equipment (e.g. a/c compressors, pool equipment, emergency generators).

NOTE: Checklists are not comprehensive. They are provided solely to remind Applicants to include items commonly omitted from plans submitted to the Town.



DEVELOPMENT APPLICATION

TOWN OF PALM BEACH SHORES
247 EDWARDS LANE
PALM BEACH SHORES, FL 33404
(561) 844-3457

OWNER/APPLICANT: Robert Winfield

PROJECT ADDRESS: 318 Inlet Way, Palm Beach Shores, FL 33404

APPLICATION NO.: _____ SUBMITTAL DATE: 4/26/2021

TYPE OF APPROVAL(S) REQUESTED (Check box(es) ☒)

ADMINISTRATIVE APPEAL		SITE PLAN MODIFICATION (14-62)	
ARCHITECTURAL AND AESTHETIC REVIEW (Pf. 14-86)		SITE PLAN REVIEW (14-62)	
COMPREHENSIVE PLAN AMENDMENT (Pf. 17.3(B))		SPECIAL EXCEPTION (Pf. 15.8)	
PLAT APPROVAL		VARIANCE (Pf. 15.4)	XXX
REZONING (Pf. 17.3(B))		ZONING TEXT AMENDMENT (Pf. 17.3(B))	

	PROPERTY OWNER(S)	APPLICANT (If different than Owner(s))
NAME:	Robert Winfield, President	SAME
ADDRESS:	318 Inlet Way, Palm Beach Shores, FL 33404	
PHONE:	201-314-0100	
EMAIL:	17059nu@gmail.com	

	AGENT (If different than Owner(s))	CURRENT OCCUPANT (If different than Owner(s))
NAME:	Brian Chegus - iPlan & Design	SAME
ADDRESS:	823 N. Olive Ave., West Palm Beach, FL 33401	
PHONE:	561-797-4217	
EMAIL:	brian@iplananddesign.com	

	PLANNER	DEVELOPER
NAME:	Brian Cheguis - iPlan & Design	Keating Moore Construction
ADDRESS:	823 N. Olive Ave., West Palm Beach, FL 33401	10276 Riverside Drive, Palm Beach Gardens, FL 33410
PHONE:	561-797-4217	561-775-5882
EMAIL:	brian@iplananddesign.com	N/A

	ARCHITECT	LANDSCAPEARCHITECT
NAME:	Carlos A. Bonila, AIA	Litterick Landscape Architecture, LLC
ADDRESS:	2074 W. Indiantown Rd., Jupiter, FL 33458	2740 SW Martin Downs Blvd. #199, Palm City, FL 34990
PHONE:	561-744-4900	561-719-3876
EMAIL:	carlos1BTA.com	jasonla1677@yahoo.com

	SURVEYOR	ATTORNEY
NAME:	Wallace Surveying Corporation	Claire Wyant Cortez
ADDRESS:	5553 Village Boulevard, West Palm Beach, FL 33407	840 US Hwy. 1, Suite #345, Palm Beach Gardens, FL 33410
PHONE:	561-640-4551	561-627-0009
EMAIL:	cwallace@wallacesurveying.com	claire@wyantcortez.com

	ENGINEER(USE ADD'L SHEET FOR MULTIPLE ENGINEERS)	
NAME:	N/A	
ADDRESS:		
PHONE:		
EMAIL:		

OWNER ACKNOWLEDGMENT & CERTIFICATION

I (We) affirm and certify that I (We) understand and will comply with all provisions and regulations of the Town of Palm Beach Shores, Florida. I (We) understand that if this Application is approved by the Town, the aforementioned real property described herein will be considered, in every respect, to be a part of the Town of Palm Beach Shores and will be subjected to all applicable laws, regulations, taxes and police powers of the Town including the Comprehensive Plan and Zoning Ordinance. I (We) further certify that all statements and diagrams submitted herewith are true and accurate to the best of my (our) knowledge and belief. Further, I (We) understand that this Application and attachments become part of the Official Records of the Town of Palm Beach Shores, Florida and are not returnable. I (We) acknowledge that no permit will be issued before all fees associated with Application are paid.

1. Owner acknowledges and understands that the fee for site plan review, architectural/aesthetic review, variance, special exception, rezoning, etc. **may not cover all review costs**. A final statement of any outstanding costs (covering advertising costs, legal, architectural and other consultant costs) will be sent to the applicant upon completion of the review process. Owner accepts financial responsibility for all costs incurred as a result of this Application.
2. A construction schedule is required of all developers during the development process. The Planning and Zoning Board must approve your proposed construction schedule.
3. The Town requires payment of impact fees for floor area added during the development, re-development or renovation of a property. These impact fees will be used to pay for capital improvements relative to Fire Protection, Police Protection, Parks & Recreation and Public Buildings. Impact fees must be paid to the Town before a Certificate of Occupancy will be issued.
4. Roll-off dumpsters for construction/demolition debris and solid waste must be rented through the Town's contracted solid waste hauler, Waste Management.
5. Final as-built plans must be submitted to the Town in digital form, preferably in PDF format.

By signing below, I acknowledge that I have read and understand the five (5) items listed above.

Robert Winfield Jane Winfield 7-6-21
Signature of Owner Date
Robert Winfield Jane Winfield 7/6/21
Printed Name of Owner

MA
STATE OF ~~FLORIDA~~ MASSACHUSETTS
Nantucket PALM BEACH COUNTY:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 6 day of July 2021, by Robert Winfield & Jane Winfield who is personally known to me or has produced FL DL (type of identification) as identification.

(Name - type, stamp or print clearly)

AMY MASTERSON
Notary Public

Commonwealth of Massachusetts
My Commission Expires
January 27, 2023



Amy Masterston
(Signature)

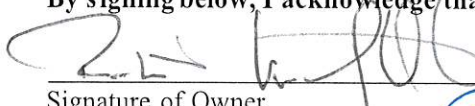

NOTARY'S SEAL

OWNER ACKNOWLEDGMENT & CERTIFICATION

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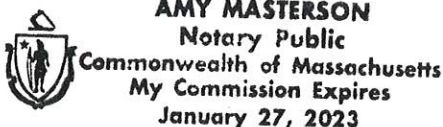

Signature of Owner

Date 7-8-21
Robert Winfield
Printed Name of Owner

MA
STATE OF ~~FLORIDA~~
Nantucket PALM BEACH COUNTY: AM

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 6 day of July 2021,
by Robert Winfield & Jane Winfield who is personally known to me or has produced FL DL (type of identification) as identification.

(Name - type, stamp or print clearly)


(Signature)



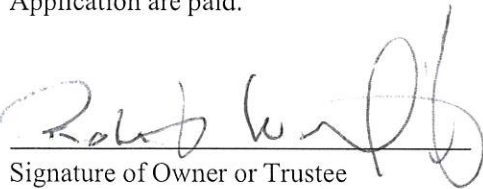
NOTARY'S SEAL

AUTHORIZATION OF AGENT & ACKNOWLEDGEMENT OF FINANCIAL RESPONSIBILITY

Consent to an agent is required from the property owner(s) and contract purchaser, if applicable, if the property owner(s) or contract purchaser does not intend to attend all meetings and public hearings and submit it person all material pertaining to the Application. Consent to a firm shall be deemed consent for the entire firm, unless otherwise specified.

This form shall serve as consent for the agent identified below to prepare or have prepared all documents for the Application affecting property I (We) have an ownership interest in.

I (We) hereby designate and authorize the below-signed person to act as my (our) agent in regard to this Application and accept financial responsibility for any costs incurred by the agent as a result of this Application. Further, I (We) acknowledge that no permit will be issued before all fees associated with Application are paid.


Signature of Owner or Trustee

7-6-21
Date

~~Nantucket~~ ^{MA}
STATE OF ~~FLORIDA~~ ^{MA}
PALM BEACH COUNTY: ^{AM}

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 6 day of July 2021,
by Robert Winfield who is personally known to me or has
produced FL DL (type of identification) as identification.

(Name - type, stamp or print clearly)
AMY MASTERSON
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 27, 2023




(Signature)

NOTARY'S SEAL

Agent Information:

Brian Cheguis

Printed Name of Agent

iPlan & Design, LLC

Name of Firm

Signature of Agent

Date

AUTHORIZATION OF AGENT & ACKNOWLEDGEMENT OF FINANCIAL RESPONSIBILITY

Consent to an agent is required from the property owner(s) and contract purchaser, if applicable, if the property owner(s) or contract purchaser does not intend to attend all meetings and public hearings and submit it person all material pertaining to the Application. Consent to a firm shall be deemed consent for the entire firm, unless otherwise specified.

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Jane Winfield
Signature of Owner or Trustee

7/6/21
Date

MA
STATE OF FLORIDA

Nantucket PALM BEACH COUNTY: am

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 6 day of July, 2021,
by Jane Winfield who is personally known to me or has
produced FL DL (type of identification) as identification.

(Name - type, stamp or print clearly)



AMY MASTERSON

Notary Public

Commonwealth of Massachusetts

My Commission Expires

January 27, 2023

Amy Masterson
(Signature)

NOTARY'S SEAL

Agent Information:

Brian Chegus

Printed Name of Agent

iPlan & Design, LLC

Name of Firm

Signature of Agent

Date

PROCEDURES AND TIMELINES

All development applications required to be submitted to the Planning and Zoning Board for review (Site Plan Review, Site Plan Modification, Architectural and Aesthetic Review, Special Exceptions and Variances) will be subject to the following procedures:

1. Development Review Committee (“DRC”) review is regularly scheduled for the first Wednesday of each month at 2:00 pm. In order to be placed on the DRC agenda, a complete application must be submitted to the Town Clerk by the close of business on Monday of the week prior to the regularly scheduled DRC meeting. **Incomplete applications and late submittals will not be placed on a DRC agenda.**
2. If, as a result of the initial DRC review, it is determined by the DRC that a subsequent DRC meeting is necessary, the complete revised application must be submitted to the Town Clerk by the close of business on Monday of the week prior to the regularly scheduled DRC meeting. **Applications that fail to include all revisions required by the DRC, or that are submitted late will not be placed on a DRC agenda until they have been corrected and are timely.**
3. If, as a result of the initial DRC review, it is determined by the DRC that the project can proceed to the Planning and Zoning Board, a complete Planning and Zoning Board application must be submitted to the Town Clerk including all revisions noted by the DRC. A sufficiency review will be performed by the Town to confirm that all comments provided by the DRC have been addressed and a complete revised application submitted. Once all DRC comments have been adequately addressed and a complete revised application submitted, the submittal will be placed on the agenda for the next available Planning and Zoning Board, subject to legal advertising requirements. Planning and Zoning Board review is regularly scheduled for the fourth Wednesday of each month. **Applications that fail to include all revisions required by the DRC or that are incomplete will not be placed on a Planning and Zoning Board agenda.**

APPLICATION FEE INFORMATION

Administrative Appeal	\$250.00
Site Plan Review	\$350.00
Site Plan Modification Review	\$350.00
Variance Request	\$350.00
Special Exception Request	\$250.00
Telecom Site Plan Review or Modification	\$500.00
Plat Approval Request	\$600.00
Comprehensive Plan Amendment	\$750.00
Zoning Text Amendment / Rezoning	\$750.00
Sufficiency Review	Zoning Official (rate per hour)

NUMBER OF COPIES REQUIRED

Development Review Committee	Ten (10) paper sets (folded & sorted into complete packet sets), including one (1) sealed original with original signatures and nine (9) copies, three (3) of which are sealed by a licensed engineer, architect and/or surveyor, <u>and</u> an electronic copy of all documents (on cd or thumb drive).
Planning and Zoning Board	Ten (10) paper sets (folded & sorted into complete packet sets), including one (1) sealed original with original signatures and nine (9) copies, three (3) of which are sealed by a licensed engineer, architect and/or surveyor, <u>and</u> an electronic copy of all documents (on cd or thumb drive).
Local Planning Agency	Ten (10) copies (folded & sorted into complete packet sets).
Town Commission	Ten (10) paper sets (folded & sorted into complete packet sets), including one (1) sealed original with original signatures and nine (9) copies, three (3) of which are sealed by a licensed engineer, architect and/or surveyor (as applicable), <u>and</u> an electronic copy of all documents (on cd or thumb drive).

Applicant acknowledges and understands that the fee for Site Plan Review, Architectural/aesthetic Review, Variance, Special Exception, Rezoning, etc. *may not cover all review costs.* A final statement of any outstanding costs (covering advertising costs, legal, architectural, and other consultants) will be sent to the Applicant upon completion of the review process.

Tabular data showing compliance with all lot coverage, floor area, building height, grade and landscaping requirements must be provided on all submitted plans (Town Code § 14-62).

PROJECT NAME: Inlet View Apartments - Garage Variances Application

PROJECT ADDRESS: 318 Inlet Way, Palm Beach Shores, FL 33404

PROJECT LEGAL DESCRIPTION: Lot 572, PALM BEACH SHORES, according to the Plat there on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida..

***** All boxes must be completed, use N/A where appropriate *****

GENERAL DATA	CODE REQUIREMENT	EXISTING	PROPOSED
COMPREHENSIVE PLAN DESIGNATION: (SF-5, MF-21, MF-30, MF-42, P, ROS)	None		
LAND USE: (Residential, Commercial, Recreational, Marina, Public, etc.)	None	RESIDENTIAL	RESIDENTIAL
ZONING DISTRICT: (A, B, C, D, P, ROS, designated at Pf. 3.1, Zoning Ordinance)	None	ZONE C	ZONE C
FLOOD ZONE CATEGORY:	None	AE & X	AE & X
LOT COVERAGE, LANDSCAPING & PARKING	CODE REQUIREMENT	EXISTING	PROPOSED
TOTAL LOT SIZE: (sq. ft.)	None	16,016 SF	16,016 SF
TOTAL COVERAGE OF A LOT BY BUILDINGS: (Pf. 5.4, 6.4, 7.5 or 8.5, Zoning Ordinance)	35% - 2 Story Principal Bldg.	2,649.38 SF	3,730.24SF
TOTAL LANDSCAPE COVERAGE: (Pf. 5.4.3, Zoning Ordinance)	20%		
OFF-STREET PARKING: (Pf. 5.13, 6.12, 7.13 or 8.14, Zoning Ordinance)	6 PS	8PS	8PS
SETBACKS	CODE REQUIREMENT	EXISTING	PROPOSED
FRONT YARD: (Pf. 5.5, 6.6, 7.7 or 8.7, Zoning Ordinance)	25 FT.	119.8 FT.	74.5 FT.
REAR YARD: (Pf. 5.6, 6.7, 7.9 or 8.9, Zoning Ordinance)	25 FT.	35.9 FT.	35.9 FT.
SIDE YARD: (Pf. 5.7, 6.8, 7.8 or 8.8, Zoning Ordinance)	10 FT. / 10 FT.	10 FT. / 6.9 FT.* * legal non-conformity	10 FT. / 6.9 FT.* * Variance requested

FLOOR AREA	CODE REQUIREMENT	EXISTING	PROPOSED
FIRST FLOOR AREA (sq. ft.): 2,649.38 SF	None	2,649.38 SF	3,730.24 SF
SECOND FLOOR AREA (sq. ft.): (Pf. 5.4.2, Zoning Ordinance)	75% of 1st Floor Area	2,649.38 SF* non-conforming	2,649.38 SF* non-conforming
TOTAL FLOOR AREA (sq. ft.): (Pf.2.23, Zoning Ordinance)	None	5,298.76 SF	6,379.62 SF
FLOOR AREA RATIO: (Pf. 5.4.2, Zoning Ordinance)	.5	0.33	0.4
DWELLING UNIT DENSITY: (Pf. 6.5, 7.6 or 8.6, Zoning Ordinance)	30 DUs / Acre	4	4
IMPERVIOUS AREA	NET INCREASE	EXISTING	PROPOSED
BUILDING FIRST FLOOR AREA (sq. ft.):	1,080.86 SF	2,649.38 SF	3,730.24 SF
OTHER IMPERVIOUS AREA (sq. ft.): (Decks, Patios, Walkways, Driveways, Pool Deck & Pool Surface Areas)			
TOTAL IMPERVIOUS AREA (sq. ft.):			
ELEVATIONS	CODE REQUIREMENT	EXISTING	PROPOSED
GRADE ELEVATION (NAVD): (Pf. 4.6, Zoning Code)	1.5' - 2' > Mean elevation of crown of road	6.88 FT.	6.88 FT.
ESTABLISHED 1 ST FLOOR ELEVATION (NAVD): (Pf. 4.6, Zoning Code)	1.5' - 2' > Mean elevation of crown of road	6.88 FT.	6.88 FT.
MEAN CROWN OF ROAD ELEVATION (NAVD):	None	+/-4.81 FT.	+/-4.81 FT.
BUILDING HEIGHT	CODE REQUIREMENT	EXISTING	PROPOSED
TOTAL BUILDING HEIGHT (NAVD): (Pf. 5.2, 6.2, 7.3 or 8.3, Zoning Ordinance)	46 FT.	+/-20 FT.	+/-20 FT. / 14.33 FT.
TOP OF BEAM HEIGHT (NAVD): (Pf. 5.2, 6.2, 7.3 or 8.3, Zoning Ordinance)	41 FT.	<41 FT.	<41 FT. / 12.33 FT.
ROOF PITCH: (Pf. 5.2, 6.2 or 7.3, Zoning Ordinance)	Min. 4/12 pitch	Flat - No visible pitch* * Existing non-conforming	Flat - No visible pitch* * Variance Requested
FLAT ROOF PERCENTAGE: (Pf. 5.2, Zoning Ordinance)	10% Max.	100%* *Existing Non-conforming	Flat - No visible pitch* * Variance Requested

JUSTIFICATION STATEMENT

Provide a summary of the proposed project, describing in detail the construction, phasing and proposed development to occur as part of this application (attach additional sheets if needed):

See Attached Justification Statement

Note: Construction Schedule is due as part of site plan review and before building permit issuance. (Town Code §14-63). A signed and notarized contract (signed by owner) must be provided before building permit issuance. (Town Code §14-108).

Provide an estimate of construction costs:

Describe the existing improvements located on the subject property (attach additional sheets if needed):

See Attached Justification Statement

Provide a project history for the subject property, including any prior development approvals filed within the last year in connection with the subject property. Please include the date of previous site plan approval by the Planning and Zoning Board for this property (attach additional sheets if needed):

See Attached Justification Statement

Provide the justification, special reasons, or basis for the approval of this application. Explain why this application is consistent with good planning and zoning practice, will not be contrary to the Town's Comprehensive Development Plan, and will not be detrimental to the promotion of public appearance, comfort, convenience, general welfare, good order, health, morals, prosperity, and safety of the Town. Additionally, all standards set forth in the Town Code of Ordinances for Special Exceptions, Variances, Administrative Appeals, etc. must be addressed. (attach additional sheets if needed):

See Attached Justification Statement

Provide any other pertinent information related to the subject property to support the proposed request.

See Attached Justification Statement

DRAINAGE REQUIREMENTS

(For projects proposing additional on-site impervious area)

For proposed renovations/modifications to existing projects that result in LESS THAN a 50% increase in total site imperviousness, retain 1" of stormwater volume from the total additional impervious area.

For proposed new construction, or renovations/modifications to existing projects that result in a GREATER THAN a 50% increase in total site imperviousness, retain 1" of stormwater volume over the entire site.

Submit a Survey with topographic elevations and existing improvements.

A Drainage and Grading Plan and drainage calculations are required to be submitted with the application package for new construction projects and substantial modifications to existing projects. The Drainage Plan must show the following:

- a. Existing and proposed elevations.
- b. Location of sodded swales, sodded depressed retention areas, underground exfiltration trench and/or other proposed stormwater treatment/retention methods.
- c. Underground piping and inlets and other drainage system improvements proposed.
- d. Drainage calculations showing the retention of the volume of 1" of stormwater from addition impervious areas (or overall site).
- e. Show drainage improvements and underground piping, including water and sewer services, on the Landscape Plans to show no conflicts exist.
- f. Include note that no runoff may be directed to adjacent properties and all storm flows and runoff must be retained on-site prior to discharge into the adjacent roadway right-of-way following retention of required stormwater volume.
- g. Provide engineering details of gutter and downspout dry wells, if proposed.
- h. Provide engineering detail of exfiltration trench, if proposed.
- i. Provide engineering detail of sodded swales, if proposed.
- j. Provide engineering detail of depressed dry retention areas, if proposed.
- k. Provide Geotechnical Report or engineering assumptions/justification for coefficient of permeability (K Factor) for exfiltration trench design, if proposed.
- l. Engineering details/cross sections at property lines demonstrating no runoff will flow to adjacent properties may be required.

Project Engineer or Architect shall be responsible for insuring the drainage improvements are completed in substantial accordance with the approved plan.

Prior to C.O., Project Engineer or Architect to provide final signed and sealed certification that the drainage improvements and grading have been completed in substantial accordance with the approved plan.

Upon receipt of final Certification from Project Engineer or Architect, Town Engineer to visit site and ensure conformance of Town requirements prior to issuance of final C.O.

REQUEST FOR ARCHITECTURAL AND AESTHETIC REVIEW

Please be advised that pursuant to Sec. 14-86 and 14-87 of the Town Code of Ordinances, the Town Planning and Zoning Board uses the following criteria in order to complete its Architectural and Aesthetic Review. Each criteria must be addressed by the applicant prior to the application being processed.

1. Relationship of building to site: (Explain transition from streetscape; placement of parking and service areas; and compatibility of building height and scale with site):

N/A

2. Relationship of building and site to adjoining area(s): (Explain how structures and landscaping are consistent with established neighborhood character and will enhance the surrounding area. Include description of architectural style, as well as textures, materials and colors to be utilized):

N/A

3. Landscape and site treatment: (Explain how landscaping, exterior lighting and other site elements will be used to enhance architectural features, buffer the mass of buildings as appropriate, and enhance the privacy of the owner and neighbors. Describe the use of native species and xeriscaping as appropriate.):

N/A

4. Building design: (Explain proposed building design and style, and how components such as roofs, windows, doors, eaves and parapets are balanced in proportion to each other; address harmoniousness of colors, visual interest and compatibility):

N/A

Please provide all documentation and/or samples necessary to address all architectural review criteria as applicable. Attach additional pages as necessary.

N/A

REQUEST FOR SITE PLAN MODIFICATION

1. Previously approved (Original) site plan information:

a. Original Project Name: N/A

b. Original Site Plan Application No.: N/A

c. Original Site Plan Approval Date: N/A

d. List of all other relevant information on file with original application: N/A

2. Requested Modification(s): N/A

Please provide all documentation necessary to describe the proposed modification and to explain the reason(s) for the proposed modification(s), including a survey, if applicable. Attach additional pages as necessary.

REQUEST FOR VARIANCE

The Applicant is requesting a variance from the Town Code Section(s) _____ to permit the following:

See Attached Justification Statement for Variance

Please be advised that a variance from the terms of the Zoning Code shall not be recommended by the Planning and Zoning Board, nor granted by the Town Commission, unless the Applicant is able to demonstrate the following:

1. Explain the special conditions and circumstances which exist that are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or building in the same zoning district:

See Attached Justification Statement for Variance

2. Explain how the special conditions and circumstances that exist do not result from the actions of the Applicant:

See Attached Justification Statement for Variance

3. Explain how the literal interpretation of the provisions of the Zoning Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Zoning Code and would work unnecessary and undue hardship on the Applicant:

See Attached Justification Statement for Variance

4. Explain how the variance requested is the minimum variance that will make possible a reasonable use of the land, building or structure:

See Attached Justification Statement for Variance

5. Explain how the granting of the requested variance will not confer on the Applicant any special privilege that is denied by the Zoning Code to other lands, structures, or buildings in the same zoning district:

See Attached Justification Statement for Variance

6. Explain how the grant of the requested variance will be in harmony with the general intent and purpose of the Zoning Code and will not be injurious to the neighborhood or otherwise detrimental to the public welfare:

See Attached Justification Statement for Variance

The burden of meeting the standards as set forth above is upon the Applicant. Please provide all documentation necessary to prove your case, including a survey, if applicable. Attach additional pages as necessary.

REQUEST FOR SPECIAL EXCEPTION

The Applicant is requesting a special exception pursuant to Town Code Section(s) _____ to permit the following:

N/A

A Special Exception shall not be recommended by the Town Planning and Zoning Board, nor granted by the Town Commission, unless the Applicant is able to demonstrate the following:

1. Explain how all structures will be separated from adjacent and nearby uses by appropriate screening devices:

N/A

2. Explain whether or not excessive vehicular traffic will be generated on surrounding residential streets:

N/A

3. Explain whether or not a vehicular parking or traffic problem is created:

N/A

4. Explain where on the site appropriate drives, walkways and buffers will be installed:

N/A

5. Explain how the proposed use will make a substantial contribution to the neighborhood environment and will not infringe on the rights of properties in the vicinity:

N/A

6. Explain how the proposed use will not endanger, restrict or impair public safety:

N/A

The initial burden of meeting the standards as set forth above is upon the Applicant. Please provide all documentation necessary to prove your case, including a survey, if applicable. Attach additional pages as necessary.

TOWN OF PALM BEACH SHORES
EXCLUSIVE NON-RESIDENT COMMUNITY CENTER EVENT MANAGEMENT AGREEMENT

This Agreement is entered into and effective this 13th day of September, 2021 (the "Effective Date"), by and between the TOWN OF PALM BEACH SHORES, FLORIDA, a municipal corporation, with offices located at 247 Edwards Lane, Palm Beach Shores, Florida 33404, hereinafter referred to as the "Town," and The Special Event Resource and Design Group, Inc., a Florida corporation, with offices located at 2361 Vista Parkway, Suite 15, West Palm Beach, Florida 33411, hereinafter referred to as the "Contractor."

W I T N E S S E T H

In January 2021, the Town issued its RFP for the purpose of selecting a business partner to manage bookings and use the Town's community center. Based on the Contractor's proposal, the Contractor was selected by the Town Commission. The Town Commission also charged a committee of residents to review the manner in which the Contractor would provide its services. This process narrowed the parameters originally laid out in the RFP. The Town and the Contractor have completed contract negotiations; and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the Town and the Contractor hereby contract and agree as follows:

1. **SCOPE OF SERVICES:** The Town and the Contractor both hereby agree to enter into this Agreement for bookings and use of the Town's community center as contemplated by the terms of the Town's RFP, including the Contractor's proposal thereto, all attached hereto as Exhibit "A". In addition, the following specific terms, conditions and requirements are agreed to by the parties:

a. **Use of community center by Town residents and civic groups.** Town residents have the option of utilizing the Contractor to book an event at the community center, or booking the community center independently of the Contractor. Independent bookings by residents, as well as any and all of the Contractor's bookings, are on a first come-first served basis. The Town's three civic groups (Property Owners Association, Seaside, and Volunteer Fire Department Ladies' Auxiliary) utilize the community center on a regular schedule which shall be provided to the Contractor no later than May 1 for the following season (September through the following May). The civic groups' schedule shall not be double booked by the Contractor.

b. **Scheduling and booking events.** All bookings and scheduling of the community center shall be through Town Hall. The Contractor shall coordinate with the Town's representative at Town hall for purposes of scheduling community center bookings. As the Town's and the

Contractor's websites become updated, scheduling and bookings may occur via website interaction. The Contractor shall not book events more than 1 year beyond the term of this agreement or any amendment or extension thereto.

c. Event set-up and clean-up. The Contractor is responsible for all set-up and clean-up of events booked through the Contractor. Event set-up and clean-up shall be conducted in an efficient manner such that these activities do not interfere with any adjacent bookings on the calendar. Civic group events, and independently booked resident events shall utilize Town public works for event set-up and clean-up. The Contractor may offer set-up and clean-up services for independently booked events and civic group events; any such arrangements shall be made between the independent resident or civic group, and the Contractor.

d. Town approval process for Contractor events. By virtue of the RFP process and this resulting Agreement, events booked through the Contractor, including events that utilize the Town beach shall not require separate special event approval by the Town Commission.

e. Post Event Report and Payment to the Town. The Contractor shall provide a "Post Event Report" to the Town which details event attendance, duration, cost, and any unanticipated issues that arose during the event (e.g. law enforcement involvement, equipment or facility damage or other issues, parking issues, noise violations, etc.). The report and the required payment to the Town shall be made within 30 days of the conclusion of the event.

f. Community Center Policy and Procedure Requirements. The Contractor shall adhere to the Town's policies and procedures for community center use, which are attached hereto as Exhibit "B". These policies and procedures may be amended by the Town from time to time. Any such amendment shall be provided to the Contractor immediately so that the Contractor can comply therewith.

g. Community center naming. Notwithstanding anything to the contrary contained in Exhibit A, Exhibit C, or any other document relevant to this Agreement, there shall be no naming rights granted to the Contractor, and no name change made to the community center.

2. **TERM; TERMINATION; NOTICE:** This Agreement shall have a term of one year commencing on the "Effective Date" and may be renewed for additional terms as agreed by both parties. This Agreement may be terminated by either party upon 30 days written notice to the other party, for any reason or for convenience. The Contractor shall be responsible for any events it has booked beyond the conclusion of his Agreement (see Section 1b above for booking parameters and limitations). Notice shall

be considered sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

Town	Contractor
Town of Palm Beach Shores 247 Edwards Lane Palm Beach Shores, Florida 33404 Attn: Town Administrator	The Special event Resource and Design Group 2361 Vista Parkway, Suite 15 West Palm Beach, Florida 33411 Attn: Andrew Farah

3. **COMPENSATION:** The Contractor shall pay the Town per event in accordance with the “Commission Addendum” attached hereto as Exhibit “C”. The Contractor shall pay the Town and shall provide the Town with a “Post event Report” as specified in Section 1e above, within 30 days from the conclusion of the event.

4. **INSURANCE:** The Contractor shall provide proof of workman’s compensation insurance and liability and automobile insurance for all events, and shall name the Town as an “additional insured” on the liability portion of the insurance policy.

5. **INDEMNIFICATION:** The Contractor shall at all times 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 of services under this Agreement. The Town shall provide any necessary insurance for the community center facility. Nothing in this provision shall be constructed as consent by the parties to be sued by third parties, nor as a waiver of the Town’s sovereign immunity beyond the limits provided for in Section 768.28, *Florida Statutes*.

6. **INDEPENDENT CONTRACTOR:** It is specifically understood that the Contractor is an independent contractor and not an employee of the Town. The Town and the Contractor agree that this Agreement is not a contract for employment and that no relationship of Employee/Employer or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein provided.

7. **OFFICE OF THE INSPECTOR GENERAL:** 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.

8. **E-VERIFY ELIGIBILITY:** The Contractor warrants and represents that it is in compliance with Section 448.095, *Florida Statutes*, as may be amended. No later than January 1, 2021, the Contractor shall: (1) register with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Contractor's subconsultants performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. The Contractor shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), *Florida Statutes*, as may be amended. The Contractor shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period. The Town shall terminate this Agreement if it has a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*, as may be amended. If the Contractor has a good faith belief that the Contractor's subconsultant has knowingly violated Section 448.09(1), *Florida Statutes*, as may be amended, the Town shall notify the Contractor to terminate its contract with the subconsultant and the Contractor shall immediately terminate its contract with the subconsultant. In the event of such contract termination, the Contractor shall be liable for any additional costs incurred by the Town as a result of the termination.

9. **ATTORNEY'S FEES:** In the event a dispute arises concerning this Agreement, the prevailing party shall be awarded attorney's fees, including fees on appeal.

10. **CHOICE OF LAW; VENUE:** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County should any dispute arise with regard to same.

11. **AMENDMENTS AND ASSIGNMENTS:** This Agreement, all Exhibits attached hereto, and required insurance certificates constitute the entire Agreement between both parties; no modifications shall be made to this Agreement unless in writing, agreed to by both parties, and attached hereto as an addendum to this Agreement. The Contractor shall not transfer or assign the performance of services called for in the Agreement without prior written consent of the Town, which consent may be granted or denied

by the Town in the town's sole and exclusive discretion..

12. **PUBLIC ENTITIES CRIMES:** As provided in Section 287.132-133, *Florida Statutes*, by entering into this Agreement 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), *Florida Statutes*.

13. **SCRUTINIZED COMPANIES:** For Contracts under \$1M, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*, and that it is not engaged in a boycott of Israel. The Town may terminate this Agreement at the Town's option if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), *Florida Statutes*, if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*, or if Contractor is engaged in a boycott of Israel. For Contracts over \$1M, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*. The Contractor further certifies that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as similarly provided in Section 287.135, *Florida Statutes*. The Town may terminate this Agreement at the Town's option if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), *Florida Statutes* or if the Contractor has been placed on one of the aforementioned lists created pursuant to Section 215.4725, *Florida Statutes*. Additionally, the Town may terminate this Agreement at the Town's option if the Contractor is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, *Florida Statutes*.

14. **PUBLIC RECORDS:** In accordance with Sec. 119.0701, *Florida Statutes*, the Contractor must keep and maintain this Agreement 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 Agreement or associated with the provision of services contemplated herein are not disclosed except as authorized by law for the duration of the Agreement Term, including extensions, and following completion of the Agreement if the Contractor does not transfer the records to the Town. Finally, upon completion of the Agreement, 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 Agreement, 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 Agreement, 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 AGREEMENT, 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.

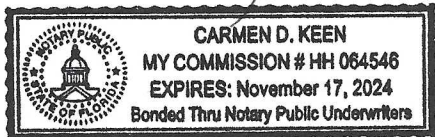
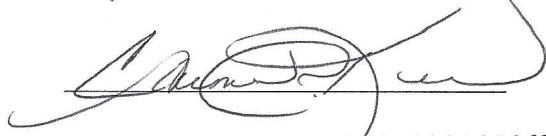
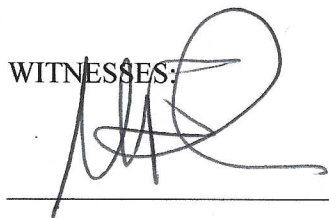
15. **HEADINGS:** The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

16. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability or any other provision of this Agreement and this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision is not contained herein.

17. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both parties and attached hereto as an addendum to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

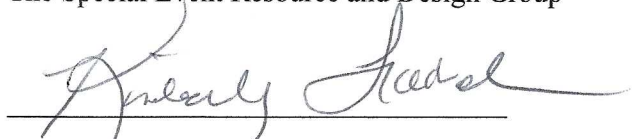
WITNESSES:



ATTEST:

Evyonne Browning, Town Clerk

The Special Event Resource and Design Group



Kimberly Farah, President

(Corporate Seal)

TOWN OF PALM BEACH SHORES

Alan Fiers, Mayor

(Seal)



Town of Palm Beach Shores, FL

Request for Proposal

January 27, 2021

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Attachment B - 2019 Community Center Calendar of Events – Black Out Dates

Attachment C – Community Center Rental Use Policies

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I. Request For Proposal Objective

The Town of Palm Beach Shores, FL (the “**Town**”) owns and independently operates a prime location beach front event center named the Community Center. The operating philosophy of the Community Center is to support Palm Beach Shores residents’ social activities. This includes local civic organizations, e.g., the Seaside, the Property Owners Association, and the Volunteer Fire Department Ladies Auxiliary. In addition, other social group activities include Sunday morning church services, yoga classes, and individual resident events such as birthday parties.

Town Hall personnel manage the operation of the Community Center which includes reservations, maintenance, and other related support activities. The Community Center is available to both residents and nonresidents on a rental basis (see section V. Town of Palm Beach Shores Requirements).

The Mayor and the Town Commissioners have appointed a project coordinator to lead a small project team of town residents to identify and recommend a business partner (the “**Business Partner**”) for the Town of Palm Beach Shores to enter into contract negotiations for the purpose of exclusively managing the Community Center. This Request For Proposal (the “**RFP**”) is intended to solicit such proposals from prequalified event planners.

The Town of Palm Beach Shores appreciates the time and effort required on your behalf to prepare and submit your business proposal.

II. The Town of Palm Beach Shores

The Town of Palm Beach Shores is located on the southern tip of Singer Island in Palm Beach County, Florida. It is bounded by the Atlantic Ocean on the east, Lake Worth on the west and Lake Worth Inlet on the south. Florida's easternmost point is in Palm Beach Shores. The town contains many mid-century homes, a number of which have been restored or are being restored, giving the town the charming character of "a slice of old Florida".

The Town of Palm Beach Shores was formally organized in 1947, and in 1951 began its corporate existence. The Town has a Mayor - Commission form of government whose major function is to provide municipal services and facilities for the townspeople. The Mayor and Commissioners are elected by the registered voters of the Town and serve without compensation.

The population of the Town in 2018 was 1,264 residents. It is estimated that the population more than doubles during the winter months due to seasonal residents and

tourism. The town extends from between Beach Road and Bamboo Lane to the inlet, from the lake to the ocean.

The history of Palm Beach Shores is a relatively short, yet colorful, one. Just a few decades after Paris Singer, son of Singer Sewing Machine inventor, Isaac Singer, discovered and began developing what is now known as Singer Island in the 1920s, A.O. Edwards founded the town of Palm Beach Shores. But no personality was more colorful and dynamic than John D. MacArthur, the man responsible for the town's landmark Colonnades Hotel. Their stories and the stories of many others - both good guys and bad guys - tell the history of Palm Beach Shores, Singer Island, and Peanut Island and how they all came to be what they are today. Long-time Shores resident and former mayor of the town he loves, Tom Mills has captured the heart and soul - the very spirit- of the town and its islands in his historical book, "The Best Little Town in Florida".

The centerpiece of the "Best Little Town in Florida" is the beautifully landscaped walkway from the town fountain on Bamboo Road to the Inlet, where you can sit a spell and watch boats leaving and entering the Palm Beach Inlet. A viewing area is accessible in the northwest corner of the Cannonsport Marina on Lake Drive to watch the sun setting over Peanut Island and view the boats cruising on the Intracoastal. In 2007, the Community Center was completed at the oceanfront Palm Beach Shores Park and is available for the use of civic groups, town residents and non-residents for parties, weddings and other events.

Marriott's Ocean Pointe Resort and Palm Beach Shores Resort and Vacation Villas are modern timeshares, offering luxurious accommodations to the many tourists who flock to this lovely town to enjoy the beach, tropical climate, fishing, boating and the town's charming ambiance. Also, there are several small motels and "old Florida" tourist homes throughout the Town. The Sailfish Marina offers a fully equipped marina, restaurant, lodging, fishing charters, gift shop and a weekly arts and crafts Sunset Celebration on Thursdays from 6 to 9 p.m.

Annual events in this very active community include a Christmas Tree Lighting, Chanukah Menorah Lighting, Chowder Festival, Rotary Club Pancake Breakfast, Ladies Fashion Show, Easter Egg Hunt, Spring Fling Dinner Dance, Arbor Day Celebration, St. Patrick's Day Parade and Beach Clean-ups.

III. The Community Center

The Community Center is a beach front event venue highly suitable for wedding, corporate events, parties, etc. It accommodates approximately 140 persons (including staff) and has a commanding ocean front view. The upper level contains a complete caterer's kitchen, bar, dance floor, and sound system. Parking is onsite with hotel

accommodations within a very short walking distance. The lower level is an open space with outdoor grills, bathrooms, beach access, parking and a playground.

All prospective Business Partners may visit the Community Center. If you have not had the opportunity to do so, we encourage you to schedule a visit as soon as possible through the contact process listed below in section IV. B.

IV. The Request For Proposal Process

A. This RFP is being issued and released to the RFP Recipients on this 27th day of January 2021. We will make every reasonable effort to maintain the following schedule, however it could change depending upon directions from the Town Commission.

1-27-2021	RFP issue date
2-1-2021	RFP Recipients confirm their intent via email to submit a proposal
2-2-2021	RFP Recipients submit questions via email
2-15-2021	Answers to questions will be shared with all RFP Recipients via email
2-24-2021	RFP Recipients submit their proposal via email
3-8-2021	The Town of Palm Beach Shores project team will complete its analysis and forward its recommendation to the Town Commission for final action. We expect to enter into final contract negotiations sometime in April 2021.

- B. All questions regarding the RFP, any communications concerning the RFP, and the final submittals, should be sent via email addressed to ebrowning@pbstownhall.org. The deadlines in paragraph A above should be adhered to and any permissible deviation from the above schedule will be communicated in advance by the Town via e-mail and posting on the Town's website.
- C. Proposals submitted by the RFP Recipients should be limited to eight (8) pages in total length, containing double spaced 12-point font text. Proposals must be submitted in PDF format.
- D. Attached are the Town of Palm Beach Shores' standard Contract Terms and Conditions (Attachment A). They will serve as a starting point example for the contract negotiations with the selected Business Partner(s). The Town recognizes the unknown nature that the Covid19 virus could have on the financial performance of the Business Partner. As such,

we contemplate additional contract language that addresses the impact of the virus and other force majeure events.

- E. It is critically important that the residents and civic groups historical use of the Community Center be unaffected when the Business Partner manages the Community Center. To help you understand and assess how this might affect your proposal, we have attached a summary of the 2019 Community Center events (Attachment B 2019 Community Center Calendar of Events – Black Out Dates). While the exact dates will change in 2021 and beyond, the Business Partner will be expected to support a comparable level of Community Center events in 2021 and on a go forward basis. Civic group events, i.e., POA, Seaside, and the Rotary Club pancake breakfast are not charged any fee for their use of the Community Center.

Note that there is a standing Sunday morning Church service at the Community Center. The Church pays a weekly fee of \$250 (two hundred fifty dollars) per event for a total annual revenue of \$13,000 (thirteen thousand dollars). We recognize the limitation reserving every Sunday morning could place on the Business Partner's business operation. As such, during the contract negotiations, the Town of Palm Beach Shores will want to understand how this weekly event would affect the proposal financials. It may be possible to negotiate the re-scheduling or cancellation of a limited number of these Sunday morning dates. This is not, however, guaranteed.

A summary of "Attachment B 2019 Community Center Calendar of Events – Black Out Dates" follows in the table immediately below. The purpose is to quantify black out days, with a focus on Friday and Saturday which are traditionally considered prime event days.

- The table has two dimensions. First is day of the week (Sunday thru Saturday). The second is the type of event, e.g., Small Event, Medium Event, etc. The table defines how many types of events occurred by day of the week.
- There were a total of 150 events, 16 on Friday and 20 on Saturday.
- Excluding resident events (scheduled based on availability) and downstairs events; then there were 4 Friday and 3 Saturday black out events in total in 2019.
- Note, some downstairs events could preclude an event in the upstairs depending upon the nature of the downstairs event.

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
Small Event	0	2	0	7	1	0	0	10
Medium Event	0	0	0	0	0	0	0	0
Large Event	0	6	11	3	10	4	3	37
Resident Event	4	6	2	2	1	10	13	38
Church Sunday AM	52	0	0	0	0	0	0	52
Downstairs Event	3	0	1	2	1	2	4	13
Grand Total	59	14	14	14	13	16	20	150
excluding Church	7	14	14	14	13	16	20	98
plus excluding Resident	3	8	12	12	12	6	7	60
plus excluding Downstairs	0	8	11	10	11	4	3	47

Small Event	Typically 2 - 3 tables with less than 15 participants.
Medium Event	Typically 4 - 6 tables with up to 45 participants.
Large Event	For all practical purposes the entire room is in use including the kitchen.
Resident Event	A private event scheduled by a resident on a first come first served basis.
Church Sunday AM	The Sunday morning Church service as further described in this document.
Downstairs Event	These events can be small to large. It is possible that a downstairs event could preclude an upstairs event from being held.

- F. One of the Town's primary considerations in the evaluation of the Business Partner proposals is which Business Partner will be able to best maintain the tone and character of the Town as described throughout this document while still achieving the financial objective. The Town is not looking for a "wedding mill" that will squeeze out every dollar of profit from the Community Center. It is critical to the Town to maintain the Town's charm and character while supporting the current resident use of the Community Center.

V. Town of Palm Beach Shores Requirements

- A. The Town of Palm Beach Shores reserves the right to brand name the Community Center including a logo. The name under current consideration is “The Shores Club”. This will be finalized with the Business Partner during the contract negotiations.
- B. Parking space is a premium commodity in Palm Beach Shores. There are only two parking lots available to the Business Partner for the management of the Community Center. The primary parking lot is at the Community Center and holds 56 (51 regular plus 5 handicapped) designated parking spaces. There are an additional 10 parking spaces on the grass near the beach gate.

During daylight hours, typically prior to 6:00 PM, 16 (sixteen) parking spaces must be left available for use by Town residents for beach access, unless otherwise agreed to in advance with the Town on an individual event basis. The handicapped spaces are available to any authorized person on a first come first served basis. This would allow 35 (thirty five) of the 51 regular parking spaces to be allocated for the Business Partner when an event is planned at the Community Center. An additional 10 spaces on the grass will also be allocated to the Business Partner for a total of 45 parking spaces plus the handicapped spaces. After daylight hours, the entire Community Center parking lot will be allocated to the Business Partner, i.e., 51 regular designated spaces and 10 spaces on the grass.

The Business Partner will be required to maintain a current schedule of Community Center events online on a designed website to ensure residents can see when the Community Center parking lot will be supporting a Community Center event. The Business Partner will be required to block off the parking spaces, up to the limit described herein, that are required to support any particular event.

The secondary parking lot is at the Town Hall, approximately one-eighth of a mile directly west and down the street from the Community Center. This parking lot has 28 available spaces (26 regular plus 2 handicapped). The Town contemplates 20 (twenty) of the 26 regular spaces being reserved for the Business Partner when an event is planned at the Community Center. This allotment will be finalized on an event-by-event basis and will be communicated as necessary to the Town Clerk at least 24 hours in advance of an event to ensure the spaces are properly marked and reserved for the event. The two parking lots combined will provide 65 (sixty-five) parking spaces to be allocated to the Business Partner.

- C. The current Community Center rental fee schedule for Town residents is as follows and will be maintained and remain in effect by the Business Partner for the first contract year with the opportunity to renegotiate in year two and thereafter. As

noted above, POA meetings, Seaside events, and the Rotary Club pancake breakfast are not charged any fee to use the Community Center.

The Service Provider Rental Fees are included in the table below for information purposes. They illustrate what fee levels have been historically charged to outside event planners.

RESIDENT RENTAL FEES		
Second Floor		
Security Deposit	\$500	
Rental Fee	\$400	Plus 7% tax
Reduced Fees*	\$50 - \$200	Plus 7% tax
Rental Fee Each Additional Hour (over 10 hrs)	\$50	Plus 7% tax
First Floor		
Security Deposit	\$50	
Rental Fee	\$50	Plus 7% tax
Grill Usage Fee	\$25	Plus 7% tax
Kitchen Usage Fee	\$25	Plus 7% tax
*Reduced rates: 1) weekday events (Monday through Thursday), and 2) open dates 30 days prior to event date for <50 attendees		
SERVICE PROVIDER RENTAL FEES (\$2,000 deposit with agreement)		
Second Floor	Previous	Current
Rental Fee	\$2,100	No change
Reduced Fees Monday —Thursday (minimum 3 hour rental)	N/A	\$150 per hour
Rental Fee Each Additional Hour (over 10 hrs)	\$75	\$150
Use of Stage (requires 2 staff members to set-up)	\$75	\$100
First Floor		
Rental Fee with 2 nd floor rental	\$75	\$100
Rental Fee without 2 nd floor rental	N/A	\$250
Grill Usage Fee	\$75	No change
Kitchen Usage Fee	\$75	No change

There are well defined existing Community Center rules and regulations currently in effect. The Town is willing to negotiate any specific rule or regulation that would not be applicable with the Business Partner operation of the Community Center or that could materially interfere with the Business Partner's reasonable operation of the Community Center. They include definitions of how the beach can be employed for events. Please see Attachment C Community Center Rental Use Policies. Also see Attachment D – Application for Beach Event Permit for additional information on current beach event requirements including Sea Turtle Nesting Season restrictions.

- D. The Town of Palm Beach Shores expects that the selected Business Partner will exclusively manage the Community Center without the use of any Town resources, e.g., Public Works personnel. This will include scheduling of events, management of events including scheduled Town events (POA, Seaside, etc.), and other normal functions associated with the management of such an event venue.
- E. There is no limit on the number of resident events provided the requested date/time slot is available. The existing fee schedule will remain in effect for the first contract operating year and will be renegotiated thereafter. See item C. above.
- F. The Business Partner will be responsible for all normal and routine operating expenses associated with the operation of the Community Center.

This will include but not be limited to items such as insurance, utilities, light bulbs, cleaning and cleaning materials, bathroom soap and paper, routine maintenance and the repair of any damage to the building or Town equipment associated with the operation of the facility. Any individual expense that exceeds \$250 will be discussed with the Town Public Works Department for possible reimbursement consideration.

The Town will be responsible for typical landlord type expenses associated with the ownership of the Community Center. These include but are not limited to general building maintenance, associated normal wear and tear, and the replacement of kitchen appliances when warranted.

There is currently a supply of tables and folding chairs owned by the Town that will be included for use by the Business Partner as part of their management of the Community Center.

Storage is quite limited at the Community Center for use by the Business Partner. The majority of closet storage is currently in use by the Town civic groups to support their social activities. The Business Partner may need to secure offsite storage as their operation of the Community Center may require.

G. Current Covid19 rules are as follows:

- Masks required
- 6 foot social distancing
- Maximum of 50 people (due to the size of the room and the social distancing requirement; applies both upstairs and down stairs). The maximum of 50 persons includes staff personnel.

Each time the county or state revises its restrictions, we review the Town's restrictions to be sure we comply.

VI. Business Partner Proposal Requirements

As you provide your responses to the items below, please keep in mind the Town's operating philosophy for the Community Center: meet the stated financial objective while maintaining the residents' use and customary enjoyment of the Community Center. This includes the extended facilities associated with the Community Center, e.g., beach access, beach usage, and beach parking.

- A. Explain your qualifications, background, and contacts in Palm Beach County.
- B. What is your professional track record?
- C. How would you market the venue?
- D. What mixture of events can you foresee?
- E. What capital improvements are required to the Community Center in your opinion?
- F. Describe how you would manage the day-to-day operation of the Community Center including the management of revenue events versus resident and civic events.
- G. Would the community center be setup on a regular basis as a show room or do you plan to setup and breakdown after each event?
- H. Explain what type of insurance coverage(s) you maintain including limits. Does your insurance cover events or do clients secure their own event insurance? The Town's current requirements are that any vendor using Town facilities carry general liability and workers compensation with standard limits of \$1 million per occurrence and list the Town as additional insured.

VII. Business Partner Proposal Financial Metrics

The Town's objective is to have the Community Center operated by a professional organization for the purpose of increasing Town revenue while at the same time minimizing the associated impact on the residents and civic groups, e.g., beach access, parking, beach usage, noise, traffic, etc.

We are very interested in the prospective Business Partner's recommendations on how best to balance these two items. In order to assist you in your recommendation(s), please be aware that the Town has established a revenue target of \$80,000 (eighty thousand dollars) per operating year for its share of the income from the Community Center once the Business Partner is up and running.

We recognize that with the uncertainty associated with Covid19 and with the challenges of ramping up a new event venue, it may take more than one operating year to achieve these results.

- A. What revenue sharing formula would you propose? How would you suggest the Town share in the revenue from the Business Partner's operation of the Community Center? The Town is open to the Business Partner's suggestion(s) on how revenue could be shared between the two parties.
- B. Provide your projection for the Town's revenue share by operating year for the next five operating years. You can include a low and a high projection for each year, i.e., the least and the most Town revenue.
- C. Can you guarantee an annual minimum revenue share to the Town? If so, what is it in dollar terms? Would it vary by first, second, and ongoing operating years?
- D. What would you propose for the length of the contract term, i.e., how many years? Are the financial terms different in different years?
- E. What town resources might you require on an ongoing basis? Currently Town personnel handle all aspects of operating the Community Center. The Town's objective would be to transfer as much of that process as possible to the Business Partner, ideally all of it.
- F. Please provide any other thoughts and considerations relative to the financial arrangement with the Town.

VIII. RFP Evaluation Criteria and Point Assignment

- A. 25 points: Minimize the impact on the Town residents
- B. 25 points: Deliver high quality and upscale events
- C. 25 points: Meet the financial objectives in a reasonable and timely manner
- D. 15 points: Effectively manage the day-to-day operation of the Community Center
- E. 10 points: Evaluation teams' overall assessment of the Business Partner proposal and ability to meet the Town's stated objective

Attachment A

Town of Palm Beach Shores' standard Contract Terms and Conditions

TOWN OF PALM BEACH SHORES

AGREEMENT FOR [ENTER DESCRIPTION OF GOODS/SERVICES]

This Agreement is entered into this _____ day of [enter month], 2020, by and between the TOWN OF PALM BEACH SHORES, FLORIDA, a municipal corporation, with offices located at 247 Edwards Lane, Palm Beach Shores, Florida 33404, hereinafter referred to as the "Town," and [enter contractor name], a Florida [enter company/corporation type], with offices located at [enter contractor address], hereinafter be referred to as the "Contractor."

W I T N E S S E T H

The Town and the Contractor, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, hereby agree as follows:

1. **SCOPE OF SERVICES:** The Town and the Contractor both hereby agree to enter into this Agreement for the [enter exchange of goods/services], including all labor and materials, (the "Project"), as stated in the [Proposal/Quotation/Estimate/], all attached hereto as Exhibit "A". All materials are guaranteed by the Contractor as specified, and all work on the Project shall be completed in a good, substantial and workman-like manner and in accordance with the [Proposal/Quotation/Estimate/], all attached hereto as Exhibit "A".

2. **COMMENCEMENT AND COMPLETION DATE:** The Project shall commence as soon as possible, but not later than [number (#)] days from the execution of this Agreement by both parties, and shall progress at a rate to ensure its full completion within [number (#)] days from the start of commencement. The date of completion may be amended only by written agreement of both parties.

3. **TERM; TERMINATION; NOTICE:** This Agreement shall have a term of [number (#) days/months/years], and may be renewed for additional terms as agreed by both parties. This Agreement may be terminated by either party upon [written number (#)] days written notice to the other party, for any reason or for convenience. Notice shall be considered sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

Town	Contractor
Town of Palm Beach Shores 247 Edwards Lane Palm Beach Shores, Florida 33404 Attn: [Division Head]	[Contractor Name & Address Attn: Agent Name]

4. **COMPENSATION:** In consideration for the above Project, the Town shall pay the Contractor an amount not to exceed [written number amount (\$ XX.00)], in accordance with Exhibit “A”. The Town shall pay the Contractor within [written number (#)] days of receipt of an invoice. In consideration for the above Scope of Services [and pursuant to any Exhibits, if applicable], the Town shall pay the Contractor a total amount not to exceed [enter total amount in dollars (\$XX.xx)].

5. **INSURANCE:** The Contractor shall provide proof of workman’s compensation insurance and liability insurance, and shall name the Town as an “additional insured” on the liability portion of the insurance policy.

6. **INDEMNIFICATION:** The Contractor shall at all times 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, his/her agents, servants, or employees in the performance of services under this Agreement. The Town shall provide any necessary insurance on the Project since it is being constructed on Town owned Property. Nothing in this provision shall be constructed as consent by the parties to be sued, nor as a waiver of the Town’s sovereign immunity beyond the limits provided for in Section 768.28, *Florida Statutes*.

7. **MISCELLANEOUS:** The Contractor shall construct the Project in accordance with all applicable all applicable Federal and State statutes and local ordinances. Further, the Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county or Town agency.

8. **INDEPENDENT CONTRACTOR:** It is specifically understood that the Contractor is an independent contractor and not an employee of the Town. The Town and the Contractor agree that this Agreement is not a contract for employment and that no relationship of Employee/Employer or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein provided.

9. **OFFICE OF THE INSPECTOR GENERAL:** 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.

10. **E-VERIFY ELIGIBILITY:** The Contractor warrants and represents that it is in compliance with Section 448.095, *Florida Statutes*, as may be amended. No later than January 1, 2021, the Contractor shall: (1) register with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Contractor's subconsultants performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. The Contractor shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), *Florida Statutes*, as may be amended. The Contractor shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period. The Town shall terminate this Agreement if it has a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*, as may be amended. If the Contractor has a good faith belief that the Contractor's subconsultant has knowingly violated Section 448.09(1), *Florida Statutes*, as may be amended, the Town shall notify the Contractor to terminate its contract with the subconsultant and the Contractor shall immediately terminate its contract with the subconsultant. In the event of such contract termination, the Contractor shall be liable for any additional costs incurred by the Town as a result of the termination.

11. **ATTORNEY'S FEES:** In the event a dispute arises concerning this Agreement, the prevailing party shall be awarded attorney's fees, including fees on appeal.

12. **CHOICE OF LAW; VENUE:** This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County should any dispute arise with regard to same.

13. **AMENDMENTS AND ASSIGNMENTS:** This Agreement, all Exhibits attached hereto, and required insurance certificates constitute the entire Agreement between both parties; no modifications shall be made to this Agreement unless in writing, agreed to by both parties, and attached hereto as an addendum to this Agreement. The Contractor shall not transfer or assign the performance of services called for in the Agreement without prior written consent of the Town.

14. **PUBLIC ENTITIES CRIMES:** As provided in Section 287.132-133, *Florida Statutes*, by entering into this Agreement 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), *Florida Statutes*.

15. **SCRUTINIZED COMPANIES:** For Contracts under \$1M, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*, and that it is not engaged in a boycott of Israel. The Town may terminate this Agreement at the Town's option if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), *Florida Statutes*, if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*, or if Contractor is engaged in a boycott of Israel. For Contracts over \$1M, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*. The Contractor further certifies that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as similarly provided in Section 287.135, *Florida Statutes*. The Town may terminate this Agreement at the Town's option if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), *Florida Statutes* or if the Contractor has been placed on one of the aforementioned lists created pursuant to Section 215.4725, *Florida Statutes*. Additionally, the Town may terminate this Agreement at the Town's option if the Contractor is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, *Florida Statutes*.

16. **PUBLIC RECORDS:** In accordance with Sec. 119.0701, *Florida Statutes*, the Contractor must keep and maintain this Agreement 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 Agreement or associated with the provision of services contemplated herein are not disclosed except as authorized by law for the duration of the Agreement Term, including extensions, and following completion of the Agreement if the Contractor does not transfer the records to the Town. Finally, upon completion of the Agreement, 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 Agreement, 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 Agreement, 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 AGREEMENT, 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.

17. **HEADINGS:** The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

18. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability or any other provision of this Agreement and this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision is not contained herein.

19. **ENTIRE AGREEMENT:** This [number (#)] page Agreement constitutes the entire agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both parties and attached hereto as an addendum to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

WITNESSES:

[ENTER CONTRACTOR NAME]

[Enter Name of Director/CEO/Agent for Contractor]

(Corporate Seal)

TOWN OF PALM BEACH SHORES

ATTEST:

Alan Fiers, Mayor

(Seal)

Evyonne Browning, Town Clerk

Attachment B

2019 Community Center Calendar of Events -Black Out Dates

		Sun	Mon	Tues	Wed	Thur	Fri	Sat
Jan	Small				1			
	Medium							
	Large		1	1	1	1	1	1
	Resident	1					1	2
	Church	4						
	DownStairs							
Feb	Small				1			
	Medium							
	Large		1	2	1	3	1	1
	Resident	1					1	1
	Church	4						
	DownStairs	1		1	1	1	1	1
Mar	Small				1			
	Medium							
	Large		1	1		1		
	Resident		1					
	Church	4						
	DownStairs						1	1
April	Small				1			
	Medium							
	Large		1	1	1	1	1	1
	Resident							1
	Church	5						
	DownStairs							
May	Small				1			
	Medium							
	Large		1			1		
	Resident		1				1	4
	Church	4						
	DownStairs							

June	Small		1					
	Medium							
	Large							
	Resident	1	1					1
	Church	4						
	DownStairs							
July	Small							
	Medium							
	Large							
	Resident	1					1	
	Church	5						
	DownStairs				1			
August	Small							
	Medium							
	Large							
	Resident		1	1	1	1		1
	Church	4						
	DownStairs							
Sept	Small		1					
	Medium							
	Large							
	Resident		1				1	
	Church	5						
	DownStairs							
Oct	Small				1			
	Medium							
	Large			3		1		
	Resident						2	3
	Church	4						
	DownStairs	1						1
Nov	Small							
	Medium							
	Large		1	2		1		
	Resident		1	1	1		1	
	Church	4						
	DownStairs							
Dec	Small				1	1		
	Medium							
	Large			1		1	1	
	Resident						2	
	Church	5						
	DownStairs	1						1
total		59	14	14	14	13	16	20

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat	Total
Small Event	0	2	0	7	1	0	0	10
Medium Event	0	0	0	0	0	0	0	0
Large Event	0	6	11	3	10	4	3	37
Resident Event	4	6	2	2	1	10	13	38
Church Sunday AM	52	0	0	0	0	0	0	52
Downstairs Event	3	0	1	2	1	2	4	13
Grand Total	59	14	14	14	13	16	20	150
excluding Church	7	14	14	14	13	16	20	98
plus excluding Resident	3	8	12	12	12	6	7	60
plus excluding Downstairs	0	8	11	10	11	4	3	47
Small Event	Typically 2 - 3 tables with less than 15 participants.							
Medium Event	Typically 4 - 6 tables with up to 45 participants.							
Large Event	For all practical purposes the entire room is in use including the kitchen.							
Resident Event	A private event scheduled by a resident on a first come first served basis.							
Church Sunday AM	The Sunday morning Church service as further described in this document.							
Downstairs Event	These events can be small to large. It is possible that a downstairs event could preclude an upstairs event from being held.							

Attachment C

Community Center Rental Use Policies

The following rules and regulations have been put in place to ensure the safety and enjoyment of all participants, as well as to maintain the condition of the facility for future generations.

RULES AND REGULATIONS:

Palm Beach Shores' ("PBS" or "Town") property owners may rent the Community Center; verification of property ownership must be submitted with a Resident Reservation Application. A Resident may assign all rental privileges to a lessee of their property with a one-year lease, a notarized PBS Assignment of Privileges Authorization form, and proof that the lessee resided in Town.

Town staff shall have the right to enter the Community Center facility as set forth more fully in the Rental Agreement.

The Renter must agree to indemnify and hold the Town harmless from any loss or damage associated with the renter's use of the Community Center as set forth more fully in the Rental Agreement.

State and local laws apply with regards to alcohol consumption; sale of alcohol must be permitted and sold by a licensed vendor. Vendors must have proper documentation on premises available for review upon request. Alcohol is permitted on the premises ONLY if indicated on the Rental Application. The Renter assumes all liability for the serving and consumption of alcohol as set forth more fully in the Rental Agreement.

The community center is a non-smoking and drug free facility. Use of drugs and tobacco products of any kind is NOT permitted anywhere inside of, or on the patio of the Community Center.

The Town may require a certificate of insurance coverage as set forth more fully in the Rental Agreement.

Outside caterers and vendors (i.e. bands, DJs, etc.) must depart at the conclusion of the Renter's event. Charges will be assessed for unauthorized extensions of time.

The Renter may use only the areas and/or equipment specifically designated on the Rental Application and Rental Agreement.

The Renter is responsible for ensuring that guests do not enter landscaped areas or damage Town property. Forfeiture of deposit and/or assessment of additional fees may be imposed for any of these violations.

The Renter shall immediately report any personal injury requiring medical attention to the Sheriff's Office and Fire Department. A written accident report describing the circumstances will be completed within 24 hours of the event.

The Town does not provide linens, tableware, silverware, place settings, center pieces, decorations or equipment other than what is listed in the Reservation Application Form.

The Town shall furnish light, heat, air-conditioning, general room set-up and janitorial services incidental to ordinary building usage. The Renter shall be responsible for all decorating and other special preparations necessary for the event (as approved). It is the responsibility of the Renter to inform the Town of all equipment, caterers, or other special needs or uses prior to the event (i.e. deliveries, room set-up, etc.). Such requests must be made thirty (30) days prior to the event in order to allow time for consideration and approval. Storage facilities are not available for the Renter's use.

Music is permitted at the facility. The Renter is responsible for keeping the music volume at a reasonable level and if necessary, adjusting the volume. Exterior amplified music requires written approval from the Town and is not permitted between 8:00 pm and 8:00 am.

Absolutely no weapons are to be brought onto the property.

Groups composed of minors aged seventeen and younger will always require adult supervision at a ratio of one adult to ten youths. Minors must always be supervised by an adult.

Gambling at the facility is prohibited except as permitted by Florida State Law.

Animals (except service animals) are not permitted on the property unless part of an authorized program.

The sale of goods, services, food or beverage, or the charging of an admission fee is not permitted unless approved prior to the event. Civic and Town-sponsored events are excluded from this restriction.

Any group or person violating the established Palm Beach Shores Community Center Rules and Regulations, or creating a nuisance, may be requested to leave the facility. The misuse of the facility will be sufficient reason for terminating the Rental Agreement with no refund.

Courtesy and safety are mandatory. Equipment abuse, profanity and fighting are unacceptable behavior and will result in expulsion from the facility.

Renter shall not admit to the event a larger number of persons than the seating capacity approved by the Town.

If Renter is claiming not-for-profit status for purposes of established rental fees, Renter shall provide proof that Renter is recognized by the United States Internal Revenue Service as a Section 501(c) (3) charitable organization. Any Renter claiming exemption from state sales tax must provide a copy of its Florida Sales Tax Exemptions Form.

PARKING:

Parking is permitted in designated parking spaces only. THERE IS TO BE NO PARKING AT THE FRONT ENTRANCE OF THE BUILDING AND VEHICLES ARE NEVER PERMITTED ON THE ENTRYWAY PAVERS.

UNDER NO CIRCUMSTANCES CAN THE DESIGNATED FIRE LANE BE BLOCKED.

Loading and unloading must be done in designated loading area only and vehicles must be moved prior to the start of the event.

The Renter shall have use of the established parking area, in designated parking spaces only.

Dependent on the number of attendees, time and nature of the event, an off-duty police officer may be required and/or valet or off-site parking may be required as deemed necessary. Additional parking may be available at Town Hall under special circumstances with prior written approval from the Town.

KITCHEN RULES:

The kitchen and its contents must be left in the same condition in which they were found; the floor swept, the counter tops, sink and all equipment wiped down, and the dishwasher cleaned per posted instructions.

All food items must be removed at the end of the event. No food items may be stored for pick up later. Any leftover food items will be discarded, and damage/deposit fees will be assessed.

Trash must be removed and placed in the dumpster located on the west side of the building and other posted kitchen rules must be followed.

The Town assumes no responsibility for the preparation and service of any food items. If utilizing a professional caterer, all members using the kitchen facility and handling food items should follow procedures as required by the Department of Health and Environmental Services.

Town employees have the authority and will enforce all rules and regulations governing the use of the kitchen and its equipment.

It is the responsibility of the Renter to provide food preparation, serving dishes, paper products, utensils, and all other items.

SET-UP DECORATIONS:

The Renter is required to provide a detailed layout of the room set up fourteen (14) working days prior to the event. Decorations must be free standing or tabletop. Tape, nails, screws, tacks, staples, or other surface adhesives or objects that may damage the walls or other Town property are not permitted, and the Renter will be charged for any repairs. Confetti, rice, glitter, etc. are not permitted.

No outside rental equipment (i.e. chairs, tables, etc.) is allowed without prior approval from the Town.

No open flame devices or pyrotechnic devices (including fog machines or other special effect devices) are permitted to be used in the Community Center except as follows: Candles may be used in the Community Center only with prior approval, and in accordance with the regulations set forth at Sec.

12.7.2 of the NFPA 101 Life Safety Code.

All exits must be kept clear and unobstructed.

PUBLIC BEACH USE:

Beach parking is permitted only during scheduled event times and only in designated parking spaces.

Amplified music on the beach requires prior written approval from the Town. Amplified music is not permitted on the beach from 8:00 pm to 8:00 am.

Beach events require a separate special event permit from the Town, regardless of the number of attendees per Section 18-27 of the Code.

Open flames, fireworks and sparklers are not permitted on the beach.

Public access to the beach cannot be closed off at any time.

Decorating, affixing or draping the boardwalk and tiki hut is strictly prohibited.

Only biodegradable materials are permitted on the beach: no rice, confetti or artificial flowers.

CANCELLATIONS:

The Town reserves the right to cancel the Rental Agreement in the event the facility, or any part thereof, shall be destroyed or damaged by fire or weather or any other cause, or if any other casualty or any unforeseen occurrence shall render the fulfillment of the Agreement by the TOWN impossible; as well as in the event of a hurricane watch or warning posted within seven (7) days of the reservation date, or when other acts of God, catastrophes or unforeseen circumstances beyond the Town's control are present. In the event that the Town exercises its cancellation right hereunder, it shall return in full any payments received from the Renter but shall not be responsible for any cost incurred by the Renter in connection with the cancelled event.

Rentals can be cancelled without penalty up to 90 days prior to the event reservation; cancellations after that time forfeit their deposit. Cancellations 30 days or less prior to the event will forfeit all rental payments made to the town.

DAMAGE AND DEPOSITS:

A refundable security deposit is required for all reservations. Renters are required to pay for the security deposit with a check, money order or cash when the Rental Agreement is approved. Vendor deposits are made upon contracting with the Town and are refundable as noted in the Vendor Agreement. The deposit will be refunded in full unless there are damages, policy violations, or misconduct. In the event that damage to the facility, beach areas or its equipment should exceed the deposit, the deposit will be retained, and the Town will assess additional charges as necessary. Damage fees are based on replacement or repair costs as determined by the Town.

Damage fees are assessed in the following situations or as deemed necessary by the Town:

1. Carpet or furniture stains requiring more than standard extraction techniques
2. Stains on walls
3. Broken or missing furniture and/or equipment
4. Defacement of any part of the interior or exterior of the building
5. Damage created by improper use of equipment or non-compliance of facility rules

6. Clean-up (as outlined in the "CLEAN-UP" section of this document) is incomplete
7. Police called for emergency/disturbance
8. Unauthorized use of areas not included in Rental Agreement
9. Unauthorized extension of hours; may include overtime fees as well as additional rental fees
10. Exceeding the number of people listed on your permit. A final guest count must be provided to the Town at least two weeks prior to your event.
11. Equipment and/or items of any type left in the facility without prior approval
12. Damage to beach, dunes, turtle nests, etc. including trash left on beach, etc.
13. Any other circumstances which reasonably justify a damage fee

A check for the refund of the remaining security deposit will be issued by the Town within 3-4 weeks after the event.

A pre-function and post-function walkthrough will be performed by Town staff to visually inspect the building and a facility inspection form will be completed. If deductions are necessary, the Renter will receive a copy of the inspection report and be notified of what course of action will be taken.

DISQUALIFYING FACTORS FOR FACILITY RENTALS {this list is non-exclusive):

Use is considered contrary to the Town's best interest Misrepresentation

of information in the Rental Agreement

Suspension of privileges due to the abuse of the property and/or Town policies and procedures

Renter has a history of hostile or violent behavior

Renter's past conduct has resulted in Police or Fire Department response

SECURITY POLICY:

Security must be provided at the Renter's expense if it is deemed necessary by Town Staff. Security may be required for, among other things, the nature or size of the event.

CLEAN-UP:

Clean-up must be completed within the time approved on the Rental Application. The Renter is responsible for making sure that the rented room(s) and any other areas affected by the rental (restrooms, kitchen, outside grounds of the facility, beach areas, etc.) are clear of debris, food and beverage spills, personal belongings, rental equipment, and decorations no later than the end of the time approved on the Rental Application.

Garbage must be collected and placed in the dumpster located outside the facility.

IMPORTANT NOTICE:

Please remember this facility belongs to the Town and should be respected. Everyone attending events that take place in this facility or on its beach should enjoy the atmosphere and respect the furnishings and amenities. The Town reserve the right to reject a rental party for any reason, and any circumstances, whatsoever.

By signing below, you acknowledge that you have received, read and understood the Rules and Policies of the Community Center at the Town of Palm Beach Shores.

Printed Name of Renter

Date

Signature of Renter

Attachment D

Application for Beach Event Permit



DATE SUBMITTED _____

PERMIT NO. _____

Town of Palm Beach Shores

APPLICATION FOR BEACH EVENT PERMIT

(Section 18-27 of Town Code)

Please check a box
below if you are a:

Police Officer
Fire Fighter
Teacher

☐

Event Location: _____

Name: _____ Telephone: _____

Requested Date: _____ Hours (include setup/breakdown): _____ to _____

Number of expected attendees: _____

Proof of insurance attached? Yes _____ No (explain) _____

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

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

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

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

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

Late Submission. An application received after the 30-day deadline may be accepted subject to an increased permit fee of three (3) times the regular permit fee amount had the application been

submitted timely. No application will be eligible to be discussed at a Town Commission meeting if received less than five (5) days prior to the meeting.

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

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

ACKNOWLEDGEMENT:

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

Applicant's Signature

APPROVED:

Fire Dept.: _____ Sheriff's Office: _____ Public Works Dept.: _____

Number of off-duty officers required: _____

Date of Town Commission Review: _____ Approved: _____



This Proposal was Created by the Management Team of
The Special Event Resource and Design Group, Inc.
(Referred to as 'SER' throughout this Document)

REGARDING:
Management Contract for the Town of Palm Beach Shores' Community Center,
(Referred to as 'CC' or 'The Shores Club' throughout this Document)

Submittal Date: Friday, March 19, 2021

INTRODUCTION

The Special Event Resource & Design Group, Inc. (SER) is honored to submit this Proposal to the Mayor and Town Commission of the Town of Palm Beach Shores to exclusively manage the Town's CC. The goal of this Proposal is to clearly define our management team, goals, methods of operation and event production at the CC, all while maintaining the existing standards and environment of the Town and Residents. This Proposal provides an assessment of the challenges and advantages of managing the facility, addressing each component of the RFP, while allowing collaboration with the Town if awarded the Business Partner Contract.

WHO WE ARE

SER is a West Palm Beach-based luxury event design and floral company. We produce 200+ philanthropic, corporate and private events annually, with Preferred Vendor Status at *The Breakers* and *The Mar-a-Lago Club* among countless others. References from these properties are readily available upon request. Additionally, SER has a contract with *Jupiter Island Club* in Hobe Sound as their exclusive event and floral company. The SER team manages every facet of member and non-member events, common area florals and greenery, and a retail flower shop on the Club property.

THE TEAM

Andrew Farah, CEO -- Andrew's career span includes management and executive leadership of the successful production of hundreds of regional and national events, hospitality services, conferences, and live touring theatrical performance. The culmination of his talents led to the sale of a former business noted as being in the top 10% of its industry nationwide. Under Andrew's leadership, *The Special Event Resource and Design Group* thrives in trusted and loyal relationships with the company's A-list clientele, partners and professional companies within the industry.

Kimberly Farah, President -- Kimberly began in the event design and resource industry under the fine tutelage of renowned New York and Palm Beach designer S. Michael Ereshena. Originally a performing arts professional, Kimberly was known for creating live events that captivated audiences. Creating live productions to provide an audience with an unparalleled experience honed and fostered her understanding of creating extraordinary and memorable events: An art that is priceless in the event industry.

Cameron Keating, Creative Director -- Cameron's attention to detail and vision for trends make him one of the top designers in South Florida. His work has been featured in *Wedding Style*, *Inside Weddings*, *Modern Luxury Bride*, *Palm Beach Illustrated* and *Weddings Illustrated Magazine* to name a few. After spending 17 years as an Event Designer at The Breakers, he decided he wanted to spread his wings and joined SER as Creative Director.

R Varito Vasquez, Floral Director – Varito is a world-renowned floral artist and event designer. His accomplishments speak for themselves: 2012, 2014, 2016 Barcelona World Flower Cup, First Place, 2015 Designer of the Year – Florida East Coast Floral Association, 2016- 1st Place FTD Tablescape Competition, 2019 FSFA Designer of the Year, 2020 Top Ten Designer of Oasis Products Virtual Competition, 2021 FSFA 2nd Place, Designer of the Year. Varito is an accomplished Educator, teaching students across the globe in luxury floral and event design.

Anna Erickson, Production Manager -- Anna spent her formative years in Africa and Europe where her parents entertained diplomats from all over the world. Her management resume includes *The Breakers*, *PGA National Resort & Spa*, *The American Red Cross* and most recently she helped Lessing's Hospitality Group open their first Florida venue, *Pelican Club*. After years of planning a wide variety of corporate, gala and social events from the catering and operational side, Anna was eager to join SER and is slated to be the Managing Director for the Community Center

SECTION V: TOWN OF PALM BEACH SHORES REQUIREMENTS DESIGNATED BY THE RFP

*** This Section defined two-fold: SER's responsibilities and the Town's. These are addressed in the order of Section V of the Town's RFP.

A. SER finds the new branding of "The Shores Club" to be a perfect reflection of the facility and the Town itself. We are happy to engage the Town with additional ideas, yet find this name extremely appropriate.

B. Parking is more than ample with the capacity of the facility. Should we find we have any parking issues, they will be addressed long before the event, and incorporated in our Event Contract with non-residents. Currently, we encourage many of our clients to take advantage of carpooling or limousine/private charter for larger events.

C. Rental fees for Residents: In accordance with the RFP will remain unchanged for the first year. We would like to present a more streamlined fee schedule, with the end goal of lowering some of the resident fees, while eliminating others altogether. Our philosophy revolves on maintaining the image, standards and environment for and with the Town and Residents.

Rental fees for Non-Residents: During the first 'season' of operation, we request lowering the Town's fee to the Business Partner per event. As defined in this Proposal we fully intend on meeting the Town's revenue expectations, however, our assessment of rental fees at similar facilities with similar amenities are significantly lower. Coupled with the uncertainty of this being a new venture, ongoing COVID-19 protocol and date limitations (Black Out Dates), Facility Fees need to be addressed to be more aligned to what the market will bear. Please see Attachment A.

D. SER will exclusively manage every Resident And Non-Resident event at the CC turn-key, excluding Town/Civic Groups and Church Rentals, per normal industry functions. For Town/Civic events, we request a nominal fee for setting and striking events when necessary, as well as cleaning of the kitchen, floors and bathrooms. We are open to discussing this fee, with the end goal of only covering our labor costs.

******Please Note: If selected as the Town's Business Partner, SER has NO intention of interrupting the weekly Church Services held on Sunday Mornings. We feel that is a critical function of the CC, and would create a rift with the churchgoers if we begin reducing their Sundays.******

E. Addressed above in Paragraph C.

F. SER will be responsible for all normal and routine operating expenses, as a tenant. We carry insurance that exceeds the required amount(s) and will provide a Certificate of Insurance naming the Town as Additionally Insured upon acceptance as the Town's Business Partner.

The exceptions are utilities and the unlikely event of damage or vandalism before, during or immediately following Town/Civic events where SER does not maintain complete control. We request that utilities (including but not limited to elec, water, waste management and sewage) remain the responsibility of the Town. Reimbursement for utilities will be built into the Fee Schedule for Non-Resident events, and will be paid directly to the Town immediately following SER receiving payment for said events. We suggest that together with the Town, we collaboratively determine a set fee per event to cover utilities, which will be audited at the end of the first 'season' of events.

The Town's role as 'landlord' is understood and accepted as industry standard. Our philosophy centers around a collaborative relationship. As issues arise, we can address them together.

SER will use the existing chairs and tables as necessary. We intend on bringing in a variety of different furniture for events, based on client needs and event design.

The lack of storage is understood and is just part of the industry. Post event, our team will remove all furniture, props, rentals, florals, etc., immediately following each event, leaving the facility as a 'clean slate' for the next day's operations.

G. COVID-19 Rules and Protocol understood and accepted as industry standard. SER appreciates the Town's review as restrictions change. As we are all confident restrictions will be lifted incrementally, the (50) person limit including personnel is a highly constraining challenge. As we are very familiar with COVID-19 protocol and if awarded the Contract, we ask the Town immediately review the limit on outdoor (downstairs) events.

SECTION VI: BUSINESS PARTNER PROPOSAL REQUIREMENTS

Please Note: Paragraphs A and B are addressed at the beginning of this Proposal under the *Introduction*. The remaining requirements are addressed in order below.

C. Marketing: SER is highly skilled at effective marketing and building brands through visibility. Our success is predicated on our ability to execute at the highest level and accurately portraying our talents, personnel and facilities. Please reference *Attachment B* that we would like to explore collaboratively with the Town and Residents before implementing. In addition to our very own *SERMedia* Division, we engage the area's finest agencies to assist us in website creation, multimedia production and social media content.

D. SER foresees a mixture of historical Resident Events, philanthropic events and galas, weddings and family celebrations and corporate retreats/seminars.

E. Capital Improvements. In our assessment, this is the most critical component to the success of the newly-imagined CC. As the RFP outlines, the Town is agreeable to a maximum of a 3-year contract to begin. In addition to the challenges already understood, this limits the amount invested by the Business Partner into the facilities. We would like to discuss with the Town a comprehensive season-over-season plan for improvements and how to secure the proper funding. The biggest improvements that we have identified are completely painting the exterior and interior; Remove upstairs dance floor and carpeting, replace with composite flooring; Upgrade bathrooms; install commercial-grade internet / wifi; install indigenous shrubs / plants to soften the lower level; appropriate signage; faux boxwood walls on casters to disguise roll up doors, etc.

As this is an extensive list and a considerable investment by the Town, we address our proposed concept in Section VII, Paragraph A, below.

F. Addressed above in Section V, Paragraphs C & D

G. The CC would not be used as a permanent showroom. SER will occasionally set a show table for a prospective client. In addition, SER will create and provide décor, window treatments and appropriate compliments for the CC's permanent look.

H. We carry Worker's Comp, Liability, Business and Umbrella Coverage exceeding the standard \$1MM coverage per occurrence. If selected as the Town's Business Partner, we will provide a COI naming the Town as Additionally Insured.

Food and Alcohol Licenses and Liability Coverage will be provided by our exclusive catering partners. If any event does not use our services, or those of our authorized vendor partners, the client will be responsible to carry appropriate coverage. Use of the facility will not be permitted without proper coverage from any entity, including Residents.

SECTION VII: BUSINESS PARTNER PROPOSED FINANCIAL METRICS

The Town has identified the challenge of balancing the many factors and their respective impacts on the community. Although this is a new venture for all parties, SER is familiar and experienced in collaboratively finding mutually beneficial formulae that serve all parties fairly. Often times, revenue sharing becomes overcomplicated, resulting in wasted revenue for all entities involved. We propose the following streamlined program:

A. Revenue and Commissions – If selected as the Town’s Business Partner and can agree with the Town on a revised Fee Schedule, SER pays the agreed-upon facility fee to the Town for all Non-Resident Events. SER prefers to have the Town continue to work directly with the Civic and Church Groups, however, we are open to manage those ongoing events and pay the agreed-upon fee facility fee to the Town, minus any labor (set, strike, cleaning) and management costs incurred, when necessary.

SER and their authorized vendor partners pay a 5% commission (minus labor and transportation) on all Non-Resident Events that we produce and collect revenue from.

Once the Town’s \$80K goal is met through the Facility Fees and commission as defined above, SER continues to pay the Town the agreed-upon facility fee for Non-Resident and Resident Events that we produce and directly collect revenue from, minus labor for set, strike and cleaning of Civic/Community and Church Events. This additional revenue paid to the Town is ‘credited’ towards a Capital Improvement Fund for immediate and future use, as agreed upon between the Town and SER.

In conjunction with the above, additional revenue, alternatively, can be audited and escrowed for the Residents and Civic/Community Events for the following season, reducing their facility fees.

Additionally, once the Town’s \$80K goal is met, SER and their authorized vendor partners pay a 2.5% commission (minus labor and transportation) on all Non-Resident Events we produce and collect revenue from.

All payments to the Town will be made with (10) days following an event. We may collectively agree to modify the payment schedule to bi-weekly or monthly. Standard industry protocol is all vendors are paid in full before any event takes place, making the ability to commission the Town immediate.

As noted earlier, please see *Attachment A* for proposed revised Fee Schedule

B. Projected Income. Based on the identified challenges, black out dates, balance and impact on the Town and Residents, income projections are extremely difficult to calculate. As we would request a 3-year contract, with auditing after the first season, below are conservative projections. To be discussed in depth on 3/29/21.

Year One: \$45,000 - \$60,000, Season Two: \$75,000 - \$95,000, Season Three: \$80,000 - \$120,000

C. Guarantee. The Town will have revenue generated by the CC, regardless of Business Partner. While we base our business model on the projections in Paragraph B, SER cannot guarantee certain thresholds for the first year of contract. We will reassess after the first year's audit and review.

D. Contract Length. We suggest a three-year contract to begin, with an audit/review after the first year.

E. Town Resources. As the Residents and Civic groups are familiar and comfortable with the Town's staff, SER requests the Town continue booking these events with our staff as your administrator, and transfer the responsibilities to SER in a calculated manner. Once the Residents and Town are comfortable with our staff, SER would be willing to accept all responsibilities for booking and working with all clients: Resident, Civic/Town and Non-Residents alike.

F. Financial Considerations. SER is well versed and experienced in Partner Agreements. Our shared goal is to manage a very efficient streamlined process with clear and simple commission structures. Profit is often consumed by overly complicated revenue-sharing systems.

SUMMARY

Thank you for the opportunity to submit this proposal to the Town of Palm Beach Shores. SER brings an immense amount of talent and experience to the table, and are eager to explore further with the Town and Commission. With the requested limit to Proposal length, we strive to provide as much information as possible, understanding this will be followed up by face-to-face meetings and negotiations, if selected as the Town's Business Partner.

We understand the nature and purpose of the CC, and want to reassure the Town and Residents that, if selected, SER will prove to be an asset and a welcome addition to your beautiful town.

THE SPECIAL EVENT RESOURCE AND DESIGN GROUP, INC.

2361 Vista Parkway, Suite # 15
West Palm Beach, Florida 33411
(561) 686-7757
FEIN # 47-4042922

ATTACHMENT A – NON-RESIDENT FEE SCHEDULE

--The table below is SER's proposed fee schedule. Commissions will change to 2.5% once the \$80,000.00 threshold is attained.

--Revenue over \$80,000.00 can be applied to Resident, Civic/Town or Church Events to following season to help offset costs OR be applied to a Capital Improvement Fund.

-- ***Denotes fees will vary based on number of attendees per event.

--Beach Permits and Fees are not included in this table. As the Beach Rental Contract is a separate transaction, we would like to discuss with the Town in person how to best convey fees.

--Proposed Fee Schedule below is for the first year. Fees will be audited and revised as necessary for future seasons.

<u>NON-RESIDENT</u>		-
<u>RENTAL/FACILITY FEES</u>	<u>FIXED</u>	<u>COMMISSION</u>
FRIDAY / SATURDAY RENTAL	\$ 1,000.00	5% FROM BUS PARTNER AND VENDORS
SUNDAY AFTERNOON (BEGIN 1PM)	\$ 500.00	5% FROM BUS PARTNER AND VENDORS
MONDAY- THURSDAY FULL RENTAL***	\$300.00 - \$500.00	5% FROM BUS PARTNER AND VENDORS
MONDAY - THURSDAY PARTIAL RENTAL***	\$300.00 - \$500.00	
SUNDAY-SUNDAY OVER 10 HOURS	\$ 150.00	PER HOUR
<u>LOWER LEVEL ONLY</u>		
FRIDAY / SATURDAY RENTAL	\$ 300.00	5% FROM BUS PARTNER AND VENDORS
SUNDAY AFTERNOON (BEGIN 1PM)***	\$150.00 - \$300.00	5% FROM BUS PARTNER AND VENDORS
MONDAY - THURSDAY FULL RENTAL***	\$250.00 - \$500.00	5% FROM BUS PARTNER AND VENDORS
MONDAY - THURSDAY PARTIAL RENTAL***	\$100.00 - \$200.00	PER HOUR
<u>PROPOSED UTILITY CREDIT</u>	\$100.00	PER EVENT FOR UPSTAIRS FULL RENTAL
		ADJUSTED BASED ON EVENT

ATTACHMENT B

PRELIMINARY MARKETING INITIATIVE

Objective:

To establish *The Shores Club* as the premiere event location on Singer Island. As a beachfront special event venue, *The Shores Club* stands to enhance the amenities and revenues of the exclusive Palm Beach Shores community as this hidden gem is selectively revealed.

From luxury weddings to VIP corporate retreats, *The Shores Club* will become known as the go-to venue for discerning clients looking to offer their guests an insight into why we love South Florida.

Implementation:

- Launch a website dedicated to *The Shores Club* with strategic SEO search words
- Schedule a photo shoot and video promo styled by SER in partnership with our **SERMedia** Division to generate images and video which will be integral for the website and SM.
- Create a capacity chart of what the Club can accommodate for various types of events
- Host a Resident VIP reception introducing the Town Residents and officials to their new and improved beachside amenity
- Host an open house in partnership with our 2 catering companies inviting wedding, event and corporate planners along with some key media and society figures
- SER will manage social media presence of *The Shores Club* (Instagram, Facebook etc.)
- Should the town of Palm Beach Shores invest in a listing on *The Knot*, SER will manage the content



COMMUNITY CENTER RENTAL/USE POLICIES

The following rules and regulations have been put in place to ensure the safety and enjoyment of all participants, as well as to maintain the condition of the facility for future generations.

RULES AND REGULATIONS:

Palm Beach Shores' ("PBS" or "Town") property owners may rent the Community Center; verification of property ownership must be submitted with a Resident Reservation Application. A Resident may assign all rental privileges to a lessee of their property with a one-year lease, a notarized PBS Assignment of Privileges Authorization form, and proof that the lessee resided in Town.

Town staff shall have the right to enter the Community Center facility as set forth more fully in the Rental Agreement.

The Renter must agree to indemnify and hold the Town harmless from any loss or damage associated with the renter's use of the Community Center as set forth more fully in the Rental Agreement.

State and local laws apply with regards to alcohol consumption; sale of alcohol must be permitted and sold by a licensed vendor. Vendors must have proper documentation on premises available for review upon request. Alcohol is permitted on the premises ONLY if indicated on the Rental Application. The Renter assumes all liability for the serving and consumption of alcohol as set forth more fully in the Rental Agreement.

The community center is a non-smoking and drug free facility. Use of drugs and tobacco products of any kind is NOT permitted anywhere inside of, or on the patio of the Community Center.

The Town may require a certificate of insurance coverage as set forth more fully in the Rental Agreement.

Outside caterers and vendors (i.e. bands, DJs, etc.) must depart at the conclusion of the Renter's event. Charges will be assessed for unauthorized extensions of time.

The Renter may use only the areas and/or equipment specifically designated on the Rental Application and Rental Agreement.

The Renter is responsible for ensuring that guests do not enter landscaped areas or damage Town property. Forfeiture of deposit and/or assessment of additional fees may be imposed for any of these violations.

The Renter shall immediately report any personal injury requiring medical attention to the Sheriff's Office and Fire Department. A written accident report describing the circumstances will be completed within 24 hours of the event.

The Town does not provide linens, tableware, silverware, place settings, center pieces, decorations or equipment other than what is listed in the Reservation Application Form.

The Town shall furnish light, heat, air-conditioning, general room set-up and janitorial services incidental to ordinary building usage. The Renter shall be responsible for all decorating and other special preparations necessary for the event (as approved). It is the responsibility of the Renter to inform the Town of all equipment, caterers, or other special needs or uses prior to the event (i.e. deliveries, room set-up, etc.). Such requests must be made thirty (30) days prior to the event in order to allow time for consideration and approval. Storage facilities are not available for the Renter's use.

Music is permitted at the facility. The Renter is responsible for keeping the music volume at a reasonable level and if necessary, adjusting the volume. Exterior amplified music requires written approval from the Town and is not permitted between 8:00 pm and 8:00 am.

Absolutely no weapons are to be brought onto the property.

Groups composed of minors aged seventeen and younger will always require adult supervision at a ratio of one adult to ten youths. Minors must always be supervised by an adult.

Gambling at the facility is prohibited except as permitted by Florida State Law.

Animals (except service animals) are not permitted on the property unless part of an authorized program.

The sale of goods, services, food or beverage, or the charging of an admission fee is not permitted unless approved prior to the event. Civic and Town-sponsored events are excluded from this restriction.

Any group or person violating the established Palm Beach Shores Community Center Rules and Regulations, or creating a nuisance, may be requested to leave the facility. The misuse of the facility will be sufficient reason for terminating the Rental Agreement with no refund.

Courtesy and safety are mandatory. Equipment abuse, profanity and fighting are unacceptable behavior and will result in expulsion from the facility.

Renter shall not admit to the event a larger number of persons than the seating capacity approved by the Town.

If Renter is claiming not-for-profit status for purposes of established rental fees, Renter shall provide proof that Renter is recognized by the United States Internal Revenue Service as a Section 501(c) (3) charitable organization. Any Renter claiming exemption from state sales tax must provide a copy of its Florida Sales Tax Exemptions Form.

PARKING:

Parking is permitted in designated parking spaces only. *THERE IS TO BE NO PARKING AT THE FRONT ENTRANCE OF THE BUILDING AND VEHICLES ARE NEVER PERMITTED ON THE ENTRYWAY PAVERS.*

UNDER NO CIRCUMSTANCES CAN THE DESIGNATED FIRE LANE BE BLOCKED.

Loading and unloading must be done in designated loading area only and vehicles must be moved prior to the start of the event.

The Renter shall have use of the established parking area, in designated parking spaces only.

Dependent on the number of attendees, time and nature of the event, an off-duty police officer may be required and/or valet or off-site parking may be required as deemed necessary. Additional parking may be available at Town Hall under special circumstances with prior written approval from the Town.

KITCHEN RULES:

The kitchen and its contents must be left in the same condition in which they were found; the floor swept, the counter tops, sink and all equipment wiped down, and the dishwasher cleaned per posted instructions.

All food items must be removed at the end of the event. No food items may be stored for pick up later. Any leftover food items will be discarded, and damage/deposit fees will be assessed.

Trash must be removed and placed in the dumpster located on the west side of the building and other posted kitchen rules must be followed.

The Town assumes no responsibility for the preparation and service of any food items. If utilizing a professional caterer, all members using the kitchen facility and handling food items should follow procedures as required by the Department of Health and Environmental Services.

Town employees have the authority and will enforce all rules and regulations governing the use of the kitchen and its equipment.

It is the responsibility of the Renter to provide food preparation, serving dishes, paper products, utensils, and all other items.

SET-UP DECORATIONS:

The Renter is required to provide a detailed layout of the room set up fourteen (14) working days prior to the event. Decorations must be free standing or tabletop. Tape, nails, screws, tacks, staples, or other surface adhesives or objects that may damage the walls or other Town property are not permitted, and the Renter will be charged for any repairs. Confetti, rice, glitter, etc. are not permitted.

No outside rental equipment (i.e. chairs, tables, etc.) is allowed without prior approval from the Town.

No open flame devices or pyrotechnic devices (including fog machines or other special effect devices) are permitted to be used in the Community Center except as follows: Candles may be used in the Community Center only with prior approval, and in accordance with the regulations set forth at Sec. 12.7.2 of the NFPA 101 Life Safety Code.

All exits must be kept clear and unobstructed.

PUBLIC BEACH USE:

Beach parking is permitted only during scheduled event times and only in designated parking spaces.

Amplified music on the beach requires prior written approval from the Town. Amplified music is not permitted on the beach from 8:00 pm to 8:00 am.

Beach events require a separate special event permit from the Town, regardless of the number of attendees per Section 18-27 of the Code.

Open flames, fireworks and sparklers are not permitted on the beach.

Public access to the beach cannot be closed off at any time.

Decorating, affixing or draping the boardwalk and tiki hut is strictly prohibited.

Only biodegradable materials are permitted on the beach: no rice, confetti or artificial flowers.

CANCELLATIONS:

The Town reserves the right to cancel the Rental Agreement in the event the facility, or any part thereof, shall be destroyed or damaged by fire or weather or any other cause, or if any other casualty or any unforeseen occurrence shall render the fulfillment of the Agreement by the TOWN impossible; as well as in the event of a hurricane watch or warning posted within seven (7) days of the reservation date, or when other acts of God, catastrophes or unforeseen circumstances beyond the Town's control are present. In the event that the Town exercises its cancellation right hereunder, it shall return in full any payments received from the Renter but shall not be responsible for any cost incurred by the Renter in connection with the cancelled event.

Rentals can be cancelled without penalty up to 90 days prior to the event reservation; cancellations after that time forfeit their deposit. Cancellations 30 days or less prior to the event will forfeit all rental payments made to the town.

DAMAGE AND DEPOSITS:

A refundable security deposit is required for all reservations. Renters are required to pay for the security deposit with a check, money order or cash when the Rental Agreement is approved. Vendor deposits are made upon contracting with the Town and are refundable as noted in the Vendor Agreement. The deposit will be refunded in full unless there are damages, policy violations, or misconduct. In the event that damage to the facility, beach areas or its equipment should exceed the deposit, the deposit will be retained, and the Town will assess additional charges as necessary. Damage fees are based on replacement or repair costs as determined by the Town.

Damage fees are assessed in the following situations or as deemed necessary by the Town:

1. Carpet or furniture stains requiring more than standard extraction techniques
2. Stains on walls
3. Broken or missing furniture and/or equipment
4. Defacement of any part of the interior or exterior of the building
5. Damage created by improper use of equipment or non-compliance of facility rules
6. Clean-up (as outlined in the "CLEAN-UP" section of this document) is incomplete

7. Police called foremergency/disturbance
8. Unauthorized use of areas not included in Rental Agreement
9. Unauthorized extension of hours; may include overtime fees as well as additional rental fees
10. Exceeding the number of people listed on your permit. A final guest count must be provided to the Town at least two weeks prior to your event.
11. Equipment and/or items of any type left in the facility without prior approval
12. Damage to beach, dunes, turtle nests, etc. including trash left on beach, etc.
13. Any other circumstances which reasonably justify a damage fee

A check for the refund of the remaining security deposit will be issued by the Town within 3-4 weeks after the event.

A pre-function and post-function walkthrough will be performed by Town staff to visually inspect the building and a facility inspection form will be completed. If deductions are necessary, the Renter will receive a copy of the inspection report and be notified of what course of action will be taken.

DISQUALIFYING FACTORS FOR FACILITY RENTALS {this list is non-exclusive}:

Use is considered contrary to the Town's best interest Misrepresentation

of information in the Rental Agreement

Suspension of privileges due to the abuse of the property and/or Town policies and procedures

Renter has a history of hostile or violent behavior

Renter's past conduct has resulted in Police or Fire Department response

SECURITY POLICY:

Security must be provided at the Renter's expense if it is deemed necessary by Town Staff. Security may be required for, among other things, the nature or size of the event.

CLEAN-UP:

Clean-up must be completed within the time approved on the Rental Application. The Renter is responsible for making sure that the rented room(s) and any other areas affected by the rental (restrooms, kitchen, outside grounds of the facility, beach areas, etc.) are clear of debris, food and beverage spills, personal belongings, rental equipment and decorations no later than the end of the time approved on the Rental Application.

Garbage must be collected and placed in the dumpster located outside the facility.

IMPORTANT NOTICE:

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Please remember this facility belongs to the Town and should be respected. Everyone attending events that take place in this facility or on its beach should enjoy the atmosphere and respect the furnishings and amenities. The Town reserve the right to reject a rental party for any reason, and any circumstances, whatsoever.

By signing below, you acknowledge that you have received, read and understood the Rules and Policies of the Community Center at the Town of Palm Beach Shores.

Printed Name of Renter

Date

Signature of Renter



Revised – April 20, 2021

ADDITIONAL INFORMATION REGARDING COMMISSION AND COMMUNITY IMPACT

At the request of the Commission, additional scenarios and alternative commission options are clarified and detailed below.

COMMISSION ADDENDUM

SER presented a commission structure that is efficient and easily executed. We have revised the commission structure to enhance the revenue for the Town with the insight provided by the Commission. *The goal is to accelerate attainment thresholds of revenue, create more revenue for the Town, as well as consider the additional impact for larger events.* We propose the following revisions:

Facility Fees for Prime Season (November 1 through the end of each following year's Easter Weekend)

Sunday – Thursday:	\$1,000.00 facility fee	\$100.00 utility fee
Friday:	\$2,000.00 facility fee	\$100.00 utility fee
Saturday:	\$2,500.00 facility fee	\$100.00 utility fee

Facility Fees for Off-Season (The Monday following Easter through October 31 of the same year)

Sunday – Thursday:	\$500.00 facility fee	\$100.00 utility fee
Friday – Saturday:	\$1,500.00 facility fee	\$100.00 utility fee

Beach Permit Fees for Prime Season (November 1 through the end of each following year's Easter Weekend)

Sunday – Thursday:	\$300.00 Beach Permit Fee	\$100.00 impact fee
Friday:	\$400.00 Beach Permit Fee	\$100.00 impact fee
Saturday:	\$500.00 Beach Permit Fee	\$100.00 impact fee

Beach Permit Fees for Off-Season (The Monday following Easter through October 31 of the same year)

Sunday – Thursday:	\$200.00 Beach Permit Fee	\$100.00 impact fee
Friday – Saturday:	\$400.00 Beach Permit Fee	\$100.00 impact fee

VENDOR COMMISSION

In the original Proposal, SER structured a 5% commission on SER's décor and services and for our authorized catering vendors. In addition to this, *we propose the addition of a 5% commission on our authorized Audio/Visual vendors.* The percentage thresholds will remain the same while adding another source of revenue for the Town.

EVENTS WITH SIGNIFICANT IMPACT

SER understands there will be a different impact on the Town and Community Club Property while producing certain events at the Club. While one of our primary goals is to minimize unnecessary impact, with certain events comes more traffic, utility usage and physical space usage. In order to properly compensate for additional impact from these events, in addition to the revised commission structures above, SER proposes applying a *Community Impact Fee*.

This fee would have several determining factors including, but not limited to: Beach usage, number of attendees, scope of work, time of year, nature of event.

Palm Beach Shores is a private community. The eco-system of the island is very delicate and every attempt to preserve it is paramount to SER. Significant-Impact events will be required to pay a Community Impact Fee to offset any inconvenient or negative impact on the Community, Residents and Eco-System.

The Commission has requested we provide 'thresholds' to determine what additional fees would be collected on behalf of the Town. In the Event Industry, bear in mind, all events produced are unique. For example, a (20) guest event may be much more involved and have a greater impact on the community than a (75) guest event. SER cannot provide a rote formula or specific thresholds based on how the industry operates, and the nature of events produced.

To clarify, these fees are above and beyond other commission schedules, and will be addressed on an event-by-event basis when necessary, as identified in the several factors including, but not limited to those listed above, that affect impact on the Community and Residents. SER is committed to working collaboratively with the Town as these events are contracted.

EVENT COMMISSION

Industry standards regarding commissions paid to a host facility are consistently based on revenue *with the exclusion of Labor and Transportation (L/T)*. The main reason is based on the industry, as a whole, treats L/T as a pass-through expense. In our experience, we have witnessed several companies incorporate a commission structure off the final total amount of an event. The impact of commission to include L/T will often times *incline a client to look (and ultimately book) their event elsewhere*. The other risk is the Business Partner loses money by trying to cover the additional commission, hence, putting them out of business. This scenario is very real, and would put the Town back to 'square one' in just a few short months after fully investing in a Business Partner.

Please refer to the original Proposal for the Proposed Event Commission structure.

CONCLUSION

SER is grateful to the Commission for the additional questions and concerns. Through this document, our goal is to realize a greater revenue for the Town, while eliminating as much risk and impact on the Community as possible. *Our shared goal with the Town is to attain BALANCE between revenue and impact.*

We are more than happy to continue to address any additional concerns, as well as meet with the Commission and/or Town Government in person to share our vision and proposed plan of action.

Our team has been working on a multitude of concepts should SER be awarded the contract to be the Town's Business Partner. We would like to host at least two premiere events. One for the Commission and Town Government, as well as a Resident Reception where SER and our partners will showcase our talents and potential of The Shores Club. Additionally, our **SERMedia** Division will create promotional videos and sizzlers highlighting the beauty of your island and amenities of The Shores Club.

We look forward to your feedback and insight.

Respectfully Submitted,

Andrew Farah, CEO
THE Special Event Resource & Design Group, Inc