

Monday, January 25, 2021
7:00 pm



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

**REGULAR TOWN COMMISSION
MEETING AGENDA**

Mayor Alan Fiers
Vice Mayor Roby DeReuil

Commissioner Bob Stanton
Commissioner Scott McCranels
Commissioner: Open Seat

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

PLEASE NOTE:

**THIS MEETING WILL BE CONDUCTED USING COMMUNICATION
MEDIA TECHNOLOGY.**

Meeting link:

https://townofpalmbeachshores.my.webex.com/townofpalmbeachshores.my/j.php?MTID=m0750d1d0a538320c83152f5b4ab_20fa1

Meeting number: 132 200 4422

Password: 0125

Join by phone +1-408-418-9388 United States Toll

Access code: 132 200 4422

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

AGENDA

1. **CALL TO ORDER:**
 - a. Pledge of Allegiance
 - b. Roll Call
2. **APPROVAL OF MEETING AGENDA** (*Additions, substitutions, deletions*)
3. **CONSENT AGENDA**
 - a. December 1, 2020 Special Called Commission Meeting Minutes.
 - b. December 21, 2020 Commission Meeting Minutes.
4. **PRESENTATIONS**

None at this time
5. **DEPARTMENT AND BOARD REPORTS**
 - a. Approval of Financial Report for December 2020.
(*Wendy Wells, Town Administrator/Treasurer*)
 - b. Staff Reports:
 1. Sheriff's Department
 2. Fire Department
 3. Public Works
 4. Town Clerk
 5. Town Attorney

6. **COMMISSION REPORTS**

- a. Undergrounding Update

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

- a. Appointment of Attorney Randsell as a Special Magistrate for the Town.
- b. Community Center RFP: consider approval to distribute.
- c. Consider changing the date of the March Commission meeting to Monday, March 15, 2021 so Commissioner McCranel can be in attendance.

8. **ORDINANCES AND RESOLUTIONS**

a. **ORDINANCE O-7-20 (2nd Reading)**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING CHAPTER 28. FINANCE. AT SECTION 28-32. EXEMPTIONS FROM THE COMPETITIVE PROCUREMENT REQUIREMENT. TO CLARIFY THAT PURCHASES OF GOODS AND SERVICES UNDER CONTRACTS OF THE FEDERAL GOVERNMENT, THE STATE OF FLORIDA AND/OR ITS POLITICAL SUBDIVISION (I.E., PIGGYBACKED CONTRACTS) AND PURCHASES OF EXEMPT CONTRACTUAL GOODS AND SERVICES ARE NOT SUBJECT TO THE QUOTATION REQUIREMENTS OF SECTION 28-29; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 28. FINANCE. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

9. **DISCUSSION ITEMS**

10. **PUBLIC COMMENTS**

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

11. **ADJOURNMENT**

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the Town Commission with respect to any matter considered at this meeting or hearing, such interested person will need a record of the proceedings, and for such purpose may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. The meeting/hearing will be continued from day to day, time to time, place to place, as may be found necessary during the aforesaid meeting. IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), THIS DOCUMENT CAN BE MADE AVAILABLE IN AN ALTERNATE FORMAT (LARGE PRINT) UPON REQUEST AND SPECIAL ACCOMMODATIONS CAN BE PROVIDED UPON REQUEST WITH THREE (3) DAYS ADVANCE NOTICE. FOR HEARING ASSISTANCE: If any person wishes to use a hearing device, please contact the Town Clerk.

**TOWN OF PALM BEACH SHORES, FLORIDA
SPECIAL CALLED COMMISSION MEETING MINUTES
December 1, 2020**

PLEASE NOTE:

**DUE TO MANDATES BY GOVERNOR DESANTIS, THIS MEETING WAS
CONDUCTED USING COMMUNICATION MEDIA TECHNOLOGY.**

1. CALL TO ORDER

Mayor Fiers called the meeting to order at 7:00 pm. The meeting was held at Town Hall located at 247 Edwards Lane, Palm Beach Shores, FL 33404.

Town Clerk Browning called the roll and those present were Mayor Alan Fiers, Commissioner Bob Stanton, Commissioner Scott McCranel, and Vice Mayor Roby DeReuil. Town Attorney Davis, and Town Clerk Browning.

Town Attorney Keith Davis explained the interview process. The candidates were seated in the Conference Room at the front of Town Hall. Town Clerk Browning would ask each candidate individually and separately the same questions (copies of which were provided to each Commissioner for each candidate and herewith attached to these minutes). At the end of each question and answer period, the candidates were returned to the Conference Room.

After the interviews, the Commissioners marked their tally sheets. After two (2) attempts, the votes remained the same with a tie between Brian Tyler and Janet Kortenhaus. It was determined to take another vote at the next Commission Meeting on December 21, 2020.

1. TALLY OF VOTES

Tally #1: Brian Tyler:	Roby DeReuil Robert Stanton
Janet Kortenhaus:	Alan Fiers Scott McCranel
Steven Smith:	No votes
Tally #2: Brian Tyler:	Roby DeReuil Robert Stanton
Janet Kortenhaus:	Alan Fiers Scott McCranel
Steven Smith:	No votes

As the votes were tallied with same results, it was determined that the candidates who received the tie votes would return at the next meeting for the Commission to take another vote.

2. **ADJOURNMENT**

The meeting was adjourned at 7:30 pm.

Approved this 21st day of December 2020.

ATTEST:

Alan Fiers, Mayor

Evyonne Browning, Town Clerk

(Seal)

*This meeting was recorded, and the full meeting dialogue is available
in audio format through the Town Clerk's office.*

**TOWN OF PALM BEACH SHORES, FLORIDA
REGULAR COMMISSION MEETING MINUTES
December 21, 2020**

PLEASE NOTE:

**DUE TO MANDATES BY GOVERNOR DESANTIS, THIS MEETING WAS
CONDUCTED USING COMMUNICATION MEDIA TECHNOLOGY.**

1. CALL TO ORDER

Mayor Fiers called the meeting to order at 7:00 pm. The meeting was held at Town Hall located at 247 Edwards Lane, Palm Beach Shores, FL 33404.

Town Administrator Wendy Wells called the roll in the absence of Town Clerk Browning. Those present were Mayor Alan Fiers, Commissioner Bob Stanton, Commissioner Scott McCranel, and Vice Mayor Roby DeReuil. Also present were PBSO Sgt. Langevin, Public Works Director Welch, Fire Chief Steedman, and Town Attorney Davis.

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

MOTION: Commissioner Stanton moved to approve the Meeting Agenda.

SECOND: Commissioner DeReuil seconded the motion.

VOTE: DeReuil: YES
Stanton: YES
McCranel: YES
Fiers: YES **The Motion Passed Unanimously**

3. CONSENT AGENDA

a. November 9, 2020 Special Called Meeting Minutes.

b. November 23, 2020 Commission Meeting Minutes.

MOTION: Commissioner McCranel moved to approve the Consent Agenda.

SECOND: Commissioner Stanton seconded the motion.

VOTE: DeReuil: YES
Stanton: YES
McCranel: YES
Fiers: YES **The Motion Passed Unanimously**

4. PRESENTATIONS None at this time

5. DEPARTMENT AND BOARD REPORTS

a. Approval of Financial Report for November 2020.

(Wendy Wells, Town Administrator/Treasurer)

MOTION: Commissioner Stanton moved to approve the Financial Report.

SECOND: Commissioner McCranel seconded the motion.

VOTE: DeReuil: YES
Stanton: YES
McCranel: YES
Fiers: YES **The Motion Passed Unanimously**

b. Staff Reports: Sheriff's Department, Fire Department, Public Works, Town Clerk

6. **COMMISSION REPORTS:** There were no Commission reports at this time.

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

a. Vote on appointment of Commissioner to fill vacant seat:

1. Brian Tyler: 306 Sandal Lane

2. Janet Kortenhaus: 311 Linda Lane

After a brief discussion, the vote was taken and as with the December 1, 2020 Special Called Meeting, the vote ended in a tie with Mayor Fiers and Commissioner McCranel's voting for Janet Kortenhaus and Commissioners Stanton and DeReuil voting for Brian Tyler. No decision was made at this meeting.

8. **ORDINANCES AND RESOLUTIONS**

a. **ORDINANCE O-6-20 (Second Reading)**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA AMENDING CHAPTER 58. SIGNS. PROVIDING UPDATED REGULATIONS FOR COMMERCIAL AND NON-COMMERCIAL SIGNS WITHIN THE TOWN WHICH COMPLY WITH CONSTITUTIONAL REQUIREMENTS FOR GOVERNMENT REGULATION OF EXPRESSION; REVISING DEFINITIONS, EXEMPTIONS, PROHIBITIONS, AND DESIGN & PERMITTING REQUIREMENTS; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 58. SIGNS. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE; A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

MOTION: Commissioner Stanton moved to Ordinance O-6-20.

SECOND: Commissioner McCranel's seconded the motion.

VOTE: DeReuil: YES

Stanton: YES

McCranel's: YES

Fiers: YES The Motion Passed Unanimously

b. **ORDINANCE O-7-20 (First Reading)**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING CHAPTER 28. FINANCE. AT SECTION 28-32. EXEMPTIONS FROM THE COMPETITIVE PROCUREMENT REQUIREMENT. TO CLARIFY THAT PURCHASES OF GOODS AND SERVICES UNDER CONTRACTS OF THE FEDERAL GOVERNMENT, THE STATE OF FLORIDA AND/OR ITS POLITICAL SUBDIVISION (I.E., PIGGYBACKED CONTRACTS) AND PURCHASES OF EXEMPT CONTRACTUAL GOODS AND SERVICES ARE NOT SUBJECT TO THE QUOTATION REQUIREMENTS OF SECTION 28-29; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 28. FINANCE. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

MOTION: Commissioner DeReuil moved to approve Ordinance O-7-20.

SECOND: Commissioner McCranels seconded the motion.

VOTE: DeReuil: YES
Stanton: YES
McCranels: YES
Fiers: YES **The Motion Passed Unanimously**

9. **DISCUSSION ITEMS**

1. Update on Undergrounding
2. Update on Chuck Platner by Sgt. Langevin
3. Seasiders charity bazar event cancelled and will hold a charity drive instead.
4. It was noted that the Sheriff's department is cracking down on beach parking

10. **PUBLIC COMMENTS**

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

11. **ADJOURNMENT**

MOTION: Commissioner McCranels moved to adjourn the meeting and Mayor Fiers adjourned the meeting at 8:30 pm.

Approved this 25th day of January 2021.

ATTEST:

Alan Fiers, Mayor

Evyonne Browning, Town Clerk

(Seal)

*This meeting was recorded, and the full meeting dialogue is available
in audio format through the Town Clerk's office.*

TOWN OF PALM BEACH SHORES

MONTHLY FINANCIAL REPORT

	CASH & INVESTMENTS		REVENUE			
			BUDGET	CURRENT	YEAR TO DATE	% OF BUDGET
9/30/2020	\$ 3,219,333		\$ 5,575,352	\$ 179,511	\$ 5,262,439	94%
10/31/2020	\$ 2,541,442		\$ 5,377,248	\$ 24,650	\$ 24,650	0%
11/30/2020	\$ 2,314,637		\$ 5,517,240	\$ 395,757	\$ 420,408	8%
12/31/2020	\$ 4,830,513		\$ 5,517,240	\$ 2,948,576	\$ 3,368,983	61%
12/31/2019	\$ 5,172,573		\$ 5,575,352	\$ 3,206,956	\$ 3,674,273	66%
1/31/2021						
2/28/2021						
3/31/2021						
4/30/2021						
5/31/2021						
6/30/2021						
7/31/2021						
8/31/2021						
9/30/2021						

	EXPENDITURES					
	BUDGET	DISBURSEMENTS	ACCRUALS	CURRENT EXP	YEAR TO DATE	% OF BUDGET
9/30/2020	\$ 5,575,352	\$ 248,589	\$ 75,396	\$ 323,985	\$ 5,183,461	93%
10/31/2020	\$ 5,377,248	\$ 521,312	\$ 218,900	\$ 740,212	\$ 740,212	14%
11/30/2020	\$ 5,517,240	\$ 635,224	\$ (288,866)	\$ 346,358	\$ 1,086,570	20%
12/31/2020	\$ 5,517,240	\$ 433,524	\$ 49,165	\$ 482,689	\$ 1,569,259	28%
12/31/2019	\$ 5,575,352	\$ 335,700	\$ (44,776)	\$ 380,476	\$ 1,443,332	26%
1/31/2021						
2/28/2021						
3/31/2021						
4/30/2021						
5/31/2021						
6/30/2021						
7/31/2021						
8/31/2021						
9/30/2021						

Budget Amendment #1 was approved at the October 2020 Commission meeting.

November amounts highlighted in orange have been corrected. There was an error in the accounting software. This has come to the point where I believe we need to replace the software.

Town of Palm Beach Shores
Budget Summary Report
December 2020

				Dec Benchmark 25.0%	
	BUDGET		YTD	Favorable(Unfav)	%
REVENUE					
Revenue (without appr'd F/B)	\$ 5,217,658.00		\$ 3,368,983.43	\$ (1,848,674.57)	64.6%
Appropriated Fund Balance	159,590.00		-	(159,590.00)	
TOTAL REVENUE	\$ 5,377,248.00		\$ 3,368,983.43	\$ (2,008,264.57)	62.7%
EXPENDITURES BY DEPARTMENT					
		% of total		% of total	
Administration	\$ 468,689.00	9%	\$ 116,912.04	7%	\$ 351,776.96 24.9%
Legal	116,000.00	2%	22,344.17	1%	93,655.83 19.3%
Public Works	335,288.00	6%	87,508.65	6%	247,779.35 26.1%
Police	1,681,907.00	31%	561,706.78	36%	1,120,200.22 33.4%
Fire	697,084.00	13%	174,617.54	11%	522,466.46 25.0%
Building	217,151.00	4%	78,038.97	5%	139,112.03 35.9%
Emergency Disaster	-	0%	-	0%	- 0.0%
Solid Waste	203,500.00	4%	43,332.29	3%	160,167.71 21.3%
Legislative	18,487.00	0%	4,262.32	0%	14,224.68 23.1%
Streets/Storm Sewers	24,125.00	0%	(290.99)	0%	24,415.99 -1.2%
Parks	135,923.00	3%	30,962.51	2%	104,960.49 22.8%
Beach	101,221.00	2%	24,906.16	2%	76,314.84 24.6%
Lift Stations/Sewer Service	22,975.00	0%	2,892.18	0%	20,082.82 12.6%
Contingencies	85,000.00	2%	-	0%	85,000.00 0.0%
Debt Service	495,855.00	9%	247,927.29	16%	247,927.71 50.0%
Emergency Medical Services	341,603.00	6%	83,521.50	5%	258,081.50 24.4%
Community Center	29,540.00	1%	7,378.47	0%	22,161.53 25.0%
Risk Management	123,100.00	2%	51,676.00	3%	71,424.00 42.0%
Capital	279,800.00	5%	31,563.26	2%	248,236.74 11.3%
TOTAL EXPENDITURES	\$ 5,377,248.00		\$ 1,569,259.14	\$ 3,807,988.86	29.2%
CHANGE IN FUND BALANCE					
	-		1,799,724.29	1,799,724.29	

Explanation of Variances:

Public Works - Shelves for upstairs storage area, Christmas decorations

Police - PBSO is paid monthly in advance.

Building - October includes the demo of 124 Cascade (\$14k), fire inspections complete

Streets/Storm Sewers - NPDES consultant fees were accrued for FY2020; waiting for invoice.

Debt Service (for undergrounding) - one of two payments made.

Risk Management - Main Town policy is paid in quarterly installment. Two payments have been made.

Town of Palm Beach Shores
Disbursements - December 2020

Check #	Type	Date	Vendor Name	Amount
2441	C	12/3/2020	47 Board of County Commissioners	\$ 6,276.15
2442	C	12/3/2020	52 Comcast	\$ 40.94
2443	C	12/3/2020	107 Davis and Ashton, P.A.	\$ 13,190.40
2444	C	12/3/2020	863 Diversified Building Department Management	\$ 3,966.25
2445	C	12/3/2020	746 Essential Net Solutions	\$ 1,091.96
2446	C	12/3/2020	71 FL Power & Light	\$ 2,790.31
2447	C	12/3/2020	116 GateHouse West Palm Beach - Adv	\$ 632.96
2448	C	12/3/2020	676 Guardian	\$ 630.03
2449	C	12/3/2020	886 Henry Schein, Inc.	\$ 95.70
2450	C	12/3/2020	89 Home Depot Credit Svcs	\$ 2,561.58
2451	C	12/3/2020	679 Keehn Emergency Medical Services, Inc	\$ 1,500.00
2452	C	12/3/2020	882 Municipal Emergency Services	\$ 12,475.00
2453	C	12/3/2020	16 Palmdale Oil Company, Inc.	\$ 320.67
2454	C	12/3/2020	911 AT&T	\$ 876.84
2455	C	12/3/2020	831 Randy's Plumbing, LLC	\$ 255.00
2456	C	12/3/2020	836 RIPPrint, LLC	\$ 682.50
2457	C	12/3/2020	516 Schmidt Nichols	\$ 1,782.50
2458	C	12/3/2020	484 Shred-It	\$ 89.79
2459	C	12/3/2020	643 Suntrust Bank	\$ 334.67
2460	C	12/3/2020	586 The Standard Insurance Company	\$ 310.33
2461	C	12/3/2020	100 Toshiba Business Solutions	\$ 393.71
2462	C	12/3/2020	592 Trevor Steedman	\$ 81.46
2463	C	12/3/2020	103 Comp Benefits	\$ 97.69
2464	C	12/3/2020	104 Waste Management	\$ 2,991.89
2465	C	12/3/2020	290 Westside Reprographics, Inc.	\$ 702.85
2466	C	12/3/2020	131 WEX BANK	\$ 334.35
2468	C	12/10/2020	908 AT&T CWO Coordinator	\$ 90,000.00
2469	C	12/10/2020	823 AT&T Mobility	\$ 34.99
2470	C	12/10/2020	673 Bishop's Water Company	\$ 333.50
2471	C	12/10/2020	47 Board of County Commissioners	\$ 494.23
2472	C	12/10/2020	861 BrightView Landscape Services, Inc.	\$ 7,065.16
2473	C	12/10/2020	13 City Maintenance Supply	\$ 1,264.71
2474	C	12/10/2020	61 EAP/Center for Family Services	\$ 70.50
2475	C	12/10/2020	912 Enterprise Seamless Gutters, Inc.	\$ 3,700.00
2476	C	12/10/2020	75 FL Municipal Insurance Trust	\$ 39,221.25
2478	C	12/10/2020	116 GateHouse West Palm Beach - Adv	\$ 192.64
2479	C	12/10/2020	886 Henry Schein, Inc.	\$ 227.92
2480	C	12/10/2020	90 Hulett Environmental Services	\$ 113.00
2481	C	12/10/2020	659 Image Janitorial Services, Inc.	\$ 2,050.00
2482	C	12/10/2020	425 Jason's Arborcare Service Inc.	\$ 4,400.00
2483	C	12/10/2020	679 Keehn Emergency Medical Services, Inc	\$ 1,500.00
2484	C	12/10/2020	196 Performance NAPA	\$ 35.36
2485	C	12/10/2020	30 Poly Systems Company	\$ 952.00
2486	C	12/10/2020	365 Sherwin-Williams	\$ 528.21
2487	C	12/10/2020	881 South Central Planning & Development Commission	\$ 1,833.33
2488	C	12/10/2020	101 Verizon Wireless	\$ 59.62
2489	C	12/10/2020	104 Waste Management	\$ 11,487.97
2490	C	12/10/2020	290 Westside Reprographics, Inc.	\$ 1,000.15

Town of Palm Beach Shores
Disbursements - December 2020

Check #	Type	Date	Vendor Name	Amount
2491	C	12/10/2020	52 Comcast	\$ 34,351.68
2492	C	12/17/2020	801 America's Office Source	\$ 13.70
2493	C	12/17/2020	737 AT&T	\$ 263.67
2494	C	12/17/2020	708 Dilo Fire Alarms Inc	\$ 469.02
2495	C	12/17/2020	912 Enterprise Seamless Gutters, Inc.	\$ 725.00
2496	C	12/17/2020	129 Janet Kortenhaus	\$ 50.00
2497	C	12/17/2020	14 Nowlen, Holt & Miner, P.A.	\$ 2,060.00
2498	C	12/17/2020	858 Palm Beach County Sheriff's Office	\$ 137,364.83
2499	C	12/17/2020	907 Sandi Lue	\$ 60.00
2500	C	12/17/2020	365 Sherwin-Williams	\$ 225.43
2501	C	12/17/2020	375 Simmons & White, Inc.	\$ 2,080.00
2502	C	12/17/2020	100 Toshiba Business Solutions	\$ 201.41
2503	C	12/17/2020	290 Westside Reprographics, Inc.	\$ 715.82
2504	C	12/29/2020	71 FL Power & Light	\$ 2,301.12
2505	C	12/29/2020	116 GateHouse West Palm Beach - Adv	\$ 196.08
2506	C	12/29/2020	779 Laura Brown	\$ 244.38
2507	C	12/29/2020	643 Suntrust Bank	\$ 4,907.78
2508	C	12/29/2020	586 The Standard Insurance Company	\$ 334.65
2509	C	12/29/2020	103 Comp Benefits	\$ 104.68
ADP, LLC	E	12/26/2020	697 ADP, LLC	\$ 335.85
ADP Taxes	E	12/4/2020	ADP Taxes	\$ 8,463.44
ADP Taxes	E	12/18/2020	ADP Taxes	\$ 8,569.92
ADP Taxes	E	12/31/2020	ADP Taxes	\$ 7,701.84
ADP Wages	E	12/4/2020	ADP Wages	\$ 26,457.07
ADP Wages	E	12/18/2020	ADP Wages	\$ 26,785.80
ADP Wages	E	12/31/2020	ADP Wages	\$ 24,465.01
Blue Cross Blue Shield of Florida, Inc.	E	12/29/2020	127 Blue Cross Blue Shield of Florida, Inc.	\$ 14,766.33
KS State Bank	E	12/17/2020	KS State Bank	\$ 21,896.00
FRS	E	12/3/2020	172 FRS	\$ 10,695.42
				\$ 557,876.00

General Fund	\$ 433,524.32
Underground Utilities Fund	\$ 124,351.68
Total	\$ 557,876.00

Town of Palm Beach Shores

Utility Tax

10% Effective 4/1/17

	Electric <i>FPL</i>	Water <i>Riviera Beach</i>	Gas <i>FPU</i>	Total
Oct-20	20,240.93	8,391.34	1,647.12	30,279.39
Nov-20	19,089.87	7,706.65	2,390.57	29,187.09
Dec-20				-
Jan-21				-
Feb-21				-
Mar-21				-
Apr-21				-
May-21				-
Jun-21				-
Jul-21				-
Aug-21				-
Sep-21				-
YTD Total	39,330.80	16,097.99	4,037.69	59,466.48

Town of Palm Beach Shores
Discretionary Sales Tax PBC

Accumulated (unspent) Discretionary Sales Tax as of 9/30/17	\$ 49,955.01
Accumulated (unspent) Discretionary Sales Tax as of 9/30/18	\$ 119,434.60
Accumulated (unspent) Discretionary Sales Tax as of 9/30/19	\$ 207,613.87
Accumulated (unspent) Discretionary Sales Tax as of 9/30/20	\$ 291,486.47

Current Year Receipts:

Date of Receipt	Period	
11/30/2020	October 2020	\$ 6,131.07
12/23/2020	November 2020	\$ 6,262.56

Total current year receipts	\$ 12,393.63
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Current Year Expenditures:

\$ -

Accumulated (unspent) Discretionary Sales Tax as of 12/31/20	\$ 303,880.10
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Town of Palm Beach Shores
Building Department

	Building Permits		Building Department		Net Building	Cumulative Net Bldg
10/31/2020	\$	5,349	\$	30,064	\$ (24,716)	\$ (24,716)
11/30/2020	\$	6,343	\$	18,078	\$ (11,735)	\$ (36,451)
12/31/2020	\$	25,163	\$	29,897	\$ (4,734)	\$ (41,185)
1/31/2021						
2/28/2021						
3/31/2021						
4/30/2021						
5/31/2021						
6/30/2021						
7/31/2021						
8/31/2021						
9/30/2021						
	\$	36,854	\$	78,039	\$ (41,185)	

Note: Includes \$14,385 to demo home at 124 Cascade.

Town of Palm Beach Shores
Underground Utilities
as of 12/31/20

	COST ESTIMATE	TOTAL as of 12/31/20	Remaining Costs	P R O J E C T E D	
				Cost	Variance
Other Financing Sources:					
Loan Proceeds	\$ 6,000,000	\$ 6,000,000.00	\$ -	\$ 6,000,000.00	\$ -
Expenditures:					
Survey	\$ 38,000	\$ 65,762.50	\$ -	\$ 65,762.50	\$ (27,762.50)
Legal	\$ 4,000	\$ 3,150.00	\$ -	\$ 3,150.00	\$ 850.00
Project Mgmt/Admin	\$ 80,000	\$ 79,322.15	\$ 677.85	\$ 80,000.00	\$ -
Construction - Town	\$ 4,336,460	\$ 4,119,637.00	\$ 216,823.00	\$ 4,336,460.00	\$ -
Construction - Comcast	\$ 250,000	\$ 528,340.73	\$ 75.32	\$ 528,416.05	\$ (278,416.05)
Construction - AT&T	\$ 450,000	\$ 185,000.00	\$ 520,000.00	\$ 705,000.00	\$ (255,000.00)
Construction - FPL	\$ 254,386	\$ 254,386.00	\$ -	\$ 254,386.00	\$ -
Landscape Restoration	\$ 16,300	\$ 9,584.51	\$ 6,715.49	\$ 16,300.00	\$ -
Loan Acquisition	\$ 23,000	\$ 22,508.00	\$ -	\$ 22,508.00	\$ 492.00
Contingency	\$ 547,854	\$ -	\$ -	\$ -	\$ 547,854.00
Total expenditures	\$ 6,000,000	\$ 5,267,690.89	\$ 744,291.66	\$ 6,011,982.55	\$ (11,982.55)
Net Change in Fund Balance	\$ -	\$ 732,309.11	\$ (744,291.66)	\$ (11,982.55)	\$ (11,982.55)

Projected costs include the estimated costs to complete for AT&T and Comcast.
We expect to have similar remedial drilling on the AT&T portion of the project.
These costs are estimated to be \$40,000 and are not included above.

PALM BEACH COUNTY SHERIFF'S OFFICE

RIC L. BRADSHAW, SHERIFF



Item 5b1

Mayor and Commission
January Commission report and year in review.
01-20-2021

Attached are the normal statistics for the Month of December 2020 and some statistic for the year 2020.

For the year ending 2020, deputies issued the following actions

Arrests	19
Traffic citations	260
Traffic warnings	479
Parking citations	108

Calls for service	2,668
Domestic responses	57
Disturbances	61
Medical calls	90
Business/home security checks	27,817

Completed projects: AT NO COST TO THE TOWN.

Costs were about 80 Thousand dollars

Replace CCTV cameras at 3 entrances to town (6 high resolution cameras)
Install new CCTV system on Inlet walkway high resolution with Pan/Tilt/Zoom.
Ordered and installed a key card access to all doors at the station/District
One New 2021 Ford police interceptor ordered and arrived for one deputy sheriff.

Training: Due to COVID19, training has been difficult, but not impossible.

Deputies attend daily roll calls meetings VIA Zoom, where new laws and directives are discussed

PowerDMS software delivers to their Laptops instructional training on various laws, and classes that must be taken.

Training classes for the ATV and Segway have been provided and a few are left to go. Each 6 months these vehicles are sent to sheriff's headquarters for servicing, along with our patrol vehicles and other equipment.

Additionally, all D20/PBS deputies have attended Fair and Impartial policing seminars.

Yearly training such as firearms and driving tactics have also begun and some have attended.

We have provided security for various holiday events, a Seaside event, Town POA events such as the dog parade and Health Department mandated security for the COVID19 testing bus.

These and more have been provided with no additional costs to the town. Also please keep in mind when a deputy attends a class or maintenance to the cars must occur, a district 3 deputy is sent if we would go under our minimum compliment of deputies.

In response to stop sign running, our deputies increased patrol and district 3 motor units were brought in and continue to arrive and monitor. I believe all have noticed a marked decrease in stop sign running.

In response to reports of speeding on interior streets, a speed sign was borrowed from Headquarters and brought to each street in town, this was combined with increased deputy presences.

In response to bicyclists traveling at high rates of speed on the inlet walkway and towns parkway: Deputies increased walking patrols, added bicycle patrols.

Also the town has implemented a new enforcement mechanism for code infractions.

After an education period a civil summons can be issued for certain code violations.

This will not lead to criminal prosecutions, but to a town code magistrate if the offender wishes to contest the charge.

In response to vandalism near the beach, deputies borrowed night vision from District 3 to surveil the area at night. Also we worked with our partners from the customs and border patrol who are at our beaches from time to time. We have always enjoyed a great working relationship with their boarder chief agent, A. Borlen.

Our Friends at the special events division of PBSO continue to supply us with the dog cookies and provide additional services for the many events that were held last year.

The deputies at district 2, 3 and 10, which comprise the north end of the county including Lake Park and Mangonia park continue to stop by and assist.

Our friends at the Mounted units have been here 4 or so times, patrolling the street with the horses and speaking with the folks in the area. Our marine patrol has provided many services this past year, they have and continue to be a great help. The aviation unit has made its presence known in town, along with the myriad of other assets that have come to town.

At the dogs on parade event from the towns Property owner's association, our K9 handlers came to for a demonstration along with our special events folks showing off all K9's.

When COVID first started and our beaches were ordered closed, the deputies from the Emergency field forces unit stopped by with 60 water filled barricades. When security was a concern 64 deputies from the homeland security unit arrived to ensure peaceful and safe activities.

All this is done to help ensure one thing: The safety of the residents and visitors of Palm Beach Shores who continue to make this "the best little town in Florida".

Thank you to all who have taken the time to speak with our deputies and the kind words and notes you have sent.

As always remember we are here if you need us, or just have a question.

Sergeant Steve Langevin.
Palm Beach Shores, PBSO District 20



December - 2020 - Monthly Strategic Report

CAD Calls	Monthly Totals
Business / Residence Checks (Self-Initiated)	2888
Traffic Stops (Self-Initiated)	51
Calls for Service (Excluding 1050's & 1061's)	133
All CAD Calls - Total	3072

Data Source: CADS/Premier 1

*Omit Miscellaneous Calls

Note: P1 is a dynamic system. Meaning that #'s can change from what was previously reported in the event there is a location or call type re-classification/modification.

Summary: During the month, there were 3072 generated calls within the district. 96% of these calls were self-initiated.

Data below represents Traffic Activity conducted by D20 Deputies

Data Source: D20 Office Staff

Total Citations	Total Warnings	Parking Citations
21	35	5

Arrest and NTA Statistics

Arrest Data
Arrests & Notice to Appear (NTA) within District 20
Total Count - 1

Data Source: CADS/Premier 1

RPT #	SIGNAL	NEIGHBORHOOD	COMMONPLACE	LOCATION
20134142	19			OCEAN AVE / SANDAL LN

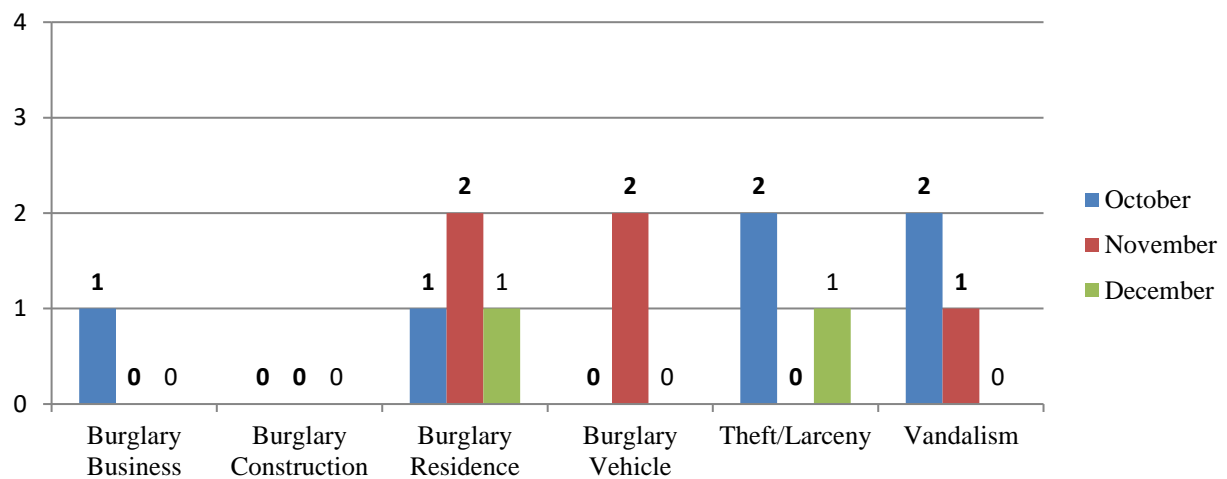
DATA ANALYSIS

The data included in this report is charted and graphed to illustrate and compare changes over a specific time period. These charts and graphs are utilized to assist in determining crime trends and to measure enforcement efforts. This data is utilized in conjunction with other analysis to develop directed patrol and various enforcement activities. The analysis included on these pages is presented as a brief highlight to explain the salient points of this report.

D20 Monthly Stats
Homicide, Robbery, Sexual Assault, Shooting, Stabbing
 Data Source: CADS/P1



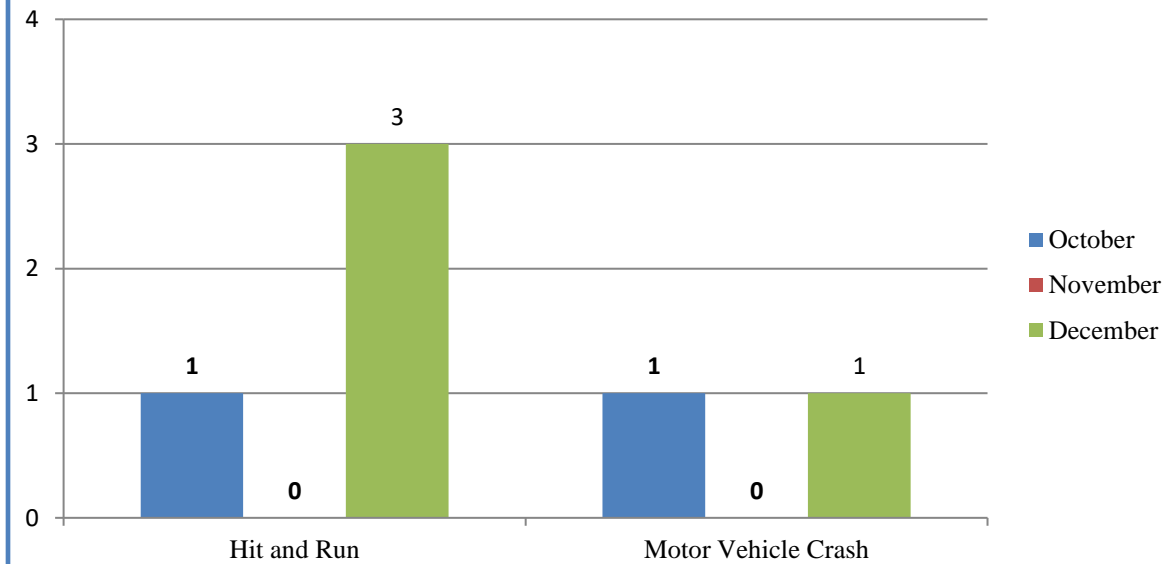
D20 Monthly Stats
Burglaries, Theft & Vandalism
 Data Source: CADS/P1



D20 Monthly Stats
Stolen Vehicles & Stolen Vehicle Recoveries
 Data Source: CADS/P1

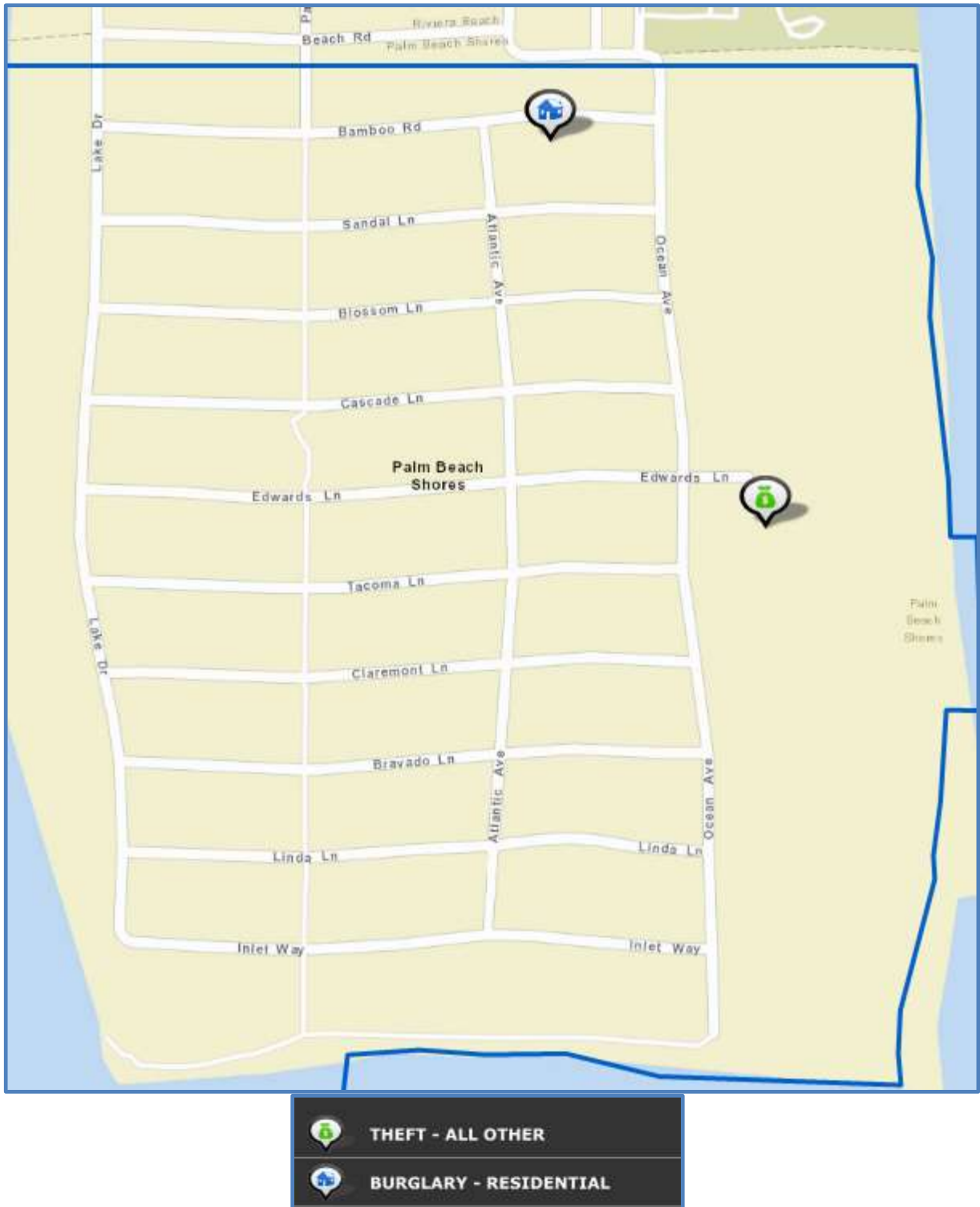


D20 Monthly Stats
Hit and Run & Motor Vehicle Crash
 Data Source: CADS/P1



District 20 Map of Activity

Data: Source: CrimeView Dashboard



FIR MAP

4 Records Plotted in CrimeView Dashboard.



(5) Conducted per the FIR Track system.

Note: This # could change due to FIR's being inputted into system after search was conducted.



Palm Beach County Sheriff's Office
Incident Search

Incident	Type	Incident Type Description	Date	Beat	Location	Source	Unit	Officer	Priority	Report
202001282571	1050	1050 - Vehicle Stop	12/29/2020 06:33:43	20-11	180 Ocean Ave	Self Initiate	20A12	6933	2	
202001277716	1050	1050 - Vehicle Stop	12/27/2020 15:45:02	20-11	Bamboo Rd / Park Ave	Self Initiate	20A11	8235	2	
202001272224	1050	1050 - Vehicle Stop	12/25/2020 12:22:56	20-11	Tahiti On The Inlet (125 Inlet Way)	Self Initiate	20A12	9576	2	
202001267784	1050	1050 - Vehicle Stop	12/23/2020 22:24:41	20-11	Marriott Ocean Pointe - Welcome Center (71 Ocean Ave)	Self Initiate	20B11	36199	2	
202001264649	1050	1050 - Vehicle Stop	12/22/2020 23:34:26	20-11	Lake Dr / Claremont Ln	Self Initiate	20B11	36199	2	
202001257955	1050	1050 - Vehicle Stop	12/20/2020 21:50:39	20-11	Ocean Ave / Bamboo Rd	Self Initiate	20B11	36199	2	
202001237853	1050	1050 - Vehicle Stop	12/14/2020 23:20:16	20-11	Lake Dr / Claremont Ln	Self Initiate	20B11	36199	2	
202001237766	1050	1050 - Vehicle Stop	12/14/2020 22:51:35	20-11	Lake Dr / Blossom Ln	Self Initiate	20B11	36199	2	
202001233392	1050	1050 - Vehicle Stop	12/13/2020 17:41:49	20-11	200 Cascade Ln	Self Initiate	20B12	36150	2	
202001230396	1050	1050 - Vehicle Stop	12/12/2020 16:09:26	20-11	Bravado Ln / Ocean Ave	Self Initiate	20A12	9576	2	
202001213752	1050	1050 - Vehicle Stop	12/07/2020 18:11:57	20-11	Ocean Ave / Blossom Ln	Self Initiate	20B12	36150	2	
202001210528	1050	1050 - Vehicle Stop	12/06/2020 19:39:29	20-11	Ocean Ave / Blossom Ln	Self Initiate	20B11	36199	2	
202001210461	1050	1050 - Vehicle Stop	12/06/2020 19:20:12	20-11	Lake Dr / Bamboo Rd	Self Initiate	20B12	36150	2	
202001207772	1050	1050 - Vehicle Stop	12/05/2020 21:23:55	20-11	Ocean Ave / Sandal Ln	Self Initiate	20B11	36199	2	
202001207540	1050	1050 - Vehicle Stop	12/05/2020 19:59:56	20-11	220 Lake Dr	Self Initiate	20B11	36199	2	
202001196556	1050	1050 - Vehicle Stop	12/02/2020 15:32:29	20-11	Sandal Lane Apartments (115 Sandal Ln)	Self Initiate	20A12	9576	2	

16 Record(s)



Palm Beach County Sheriff's Office

Incident Search

Total Incidents Listed

16

Incident	Type	Incident Type Description	Date	Beat	Location	Source	Unit	Officer	Priority	Report
202001288400	1050	1050 - Vehicle Stop	12/30/2020 22:32:14	20-11	Ocean Ave / Bamboo Rd	Self Initiate	20B11	36199	2	
202001280953	1050	1050 - Vehicle Stop	12/28/2020 18:51:58	20-11	Lake Dr / Linda Ln	Self Initiate	20B11	36199	2	
202001267968	1050	1050 - Vehicle Stop	12/23/2020 23:28:38	20-11	Marriott Ocean Pointe - Welcome Center (71 Ocean Ave)	Self Initiate	20B12	36150	2	
202001267621	1050	1050 - Vehicle Stop	12/23/2020 21:39:36	20-11	Ocean Ave / Edwards Ln	Self Initiate	20B12	36150	2	
202001264407	1050	1050 - Vehicle Stop	12/22/2020 21:50:10	20-11	Lake Dr / Sandal Ln	Self Initiate	20B11	36199	2	
202001258052	1050	1050 - Vehicle Stop	12/20/2020 22:40:52	20-11	220 Lake Dr	Self Initiate	20B11	36199	2	
202001240955	1050	1050 - Vehicle Stop	12/15/2020 20:07:17	20-11	Lake Dr / Edwards Ln	Self Initiate	20B11	36199	2	
202001239618	1050	1050 - Vehicle Stop	12/15/2020 11:41:55	20-11	Approx Loc:217 Lake Dr	Mdt	MTR11	9458	2	
202001239512	1050	1050 - Vehicle Stop	12/15/2020 11:07:34	20-11	Approx Loc:102 Lake Dr	Mdt	MTR11	9458	2	
202001237258	1050	1050 - Vehicle Stop	12/14/2020 19:32:35	20-11	Lake Dr / Claremont Ln	Self Initiate	20B11	36199	2	
202001231412	1050	1050 - Vehicle Stop	12/12/2020 23:35:57	20-11	Sandal Ln / Atlantic Ave	Self Initiate	20B11	36199	2	
202001214338	1050	1050 - Vehicle Stop	12/07/2020 22:08:26	20-11	Bamboo Rd / Lake Dr	Self Initiate	20B11	36199	2	
202001210421	1050	1050 - Vehicle Stop	12/06/2020 19:09:01	20-11	Lake Dr / Cascade Ln	Self Initiate	20B11	36199	2	
202001210295	1050	1050 - Vehicle Stop	12/06/2020 18:16:36	20-11	Ocean Ave / Bamboo Rd	Self Initiate	20B12	36150	2	
202001210253	1050	1050 - Vehicle Stop	12/06/2020 18:02:26	20-11	100 Blk Bamboo Rd	Self Initiate	20B12	36150	2	
202001208022	1050	1050 - Vehicle Stop	12/05/2020 23:02:29	20-11	Lake Dr / Bamboo Rd	Self Initiate	20B11	36199	2	
202001207470	1050	1050 - Vehicle Stop	12/05/2020 19:41:48	20-11	Lake Dr / Cascade Ln	Self Initiate	20B11	36199	2	
202001205533	1050	1050 - Vehicle Stop	12/05/2020 04:28:06	20-11	Lake Dr / Blossom Ln	Self Initiate	20B12	36150	2	
202001202906	1050	1050 - Vehicle Stop	12/04/2020 10:34:13	20-11	Lake Dr / Blossom Ln	Self Initiate	MTR15	7580	2	

19 Record(s)



Palm Beach County Sheriff's Office

Incident Search

Total Incidents Listed

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Palm Beach County Sheriff's Office
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202001237853	1050	1050 - Vehicle Stop	12/14/2020 23:20:16	20-11	Lake Dr / Claremont Ln	Self Initiate	20B11	36199	2	
202001237766	1050	1050 - Vehicle Stop	12/14/2020 22:51:35	20-11	Lake Dr / Blossom Ln	Self Initiate	20B11	36199	2	
202001233392	1050	1050 - Vehicle Stop	12/13/2020 17:41:49	20-11	200 Cascade Ln	Self Initiate	20B12	36150	2	
202001230396	1050	1050 - Vehicle Stop	12/12/2020 16:09:26	20-11	Bravado Ln / Ocean Ave	Self Initiate	20A12	9576	2	
202001213752	1050	1050 - Vehicle Stop	12/07/2020 18:11:57	20-11	Ocean Ave / Blossom Ln	Self Initiate	20B12	36150	2	
202001210528	1050	1050 - Vehicle Stop	12/06/2020 19:39:29	20-11	Ocean Ave / Blossom Ln	Self Initiate	20B11	36199	2	
202001210461	1050	1050 - Vehicle Stop	12/06/2020 19:20:12	20-11	Lake Dr / Bamboo Rd	Self Initiate	20B12	36150	2	
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202001207540	1050	1050 - Vehicle Stop	12/05/2020 19:59:56	20-11	220 Lake Dr	Self Initiate	20B11	36199	2	
202001196556	1050	1050 - Vehicle Stop	12/02/2020 15:32:29	20-11	Sandal Lane Apartments (115 Sandal Ln)	Self Initiate	20A12	9576	2	

16 Record(s)



Palm Beach County Sheriff's Office

Incident Search

Total Incidents Listed

16



MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION
TOWN OF PALM BEACH SHORES
DEPARTMENT OF EMERGENCY SERVICES
12 December 2020 – 21 January 2021

TO: Mayor Alan Fiers
Town Commissioners

FROM: Trevor L. Steedman, Fire Chief

DATE: 21 January 2021

OPERATIONS

FIRE DEPARTMENT

COMMUNITY RISK REDUCTION (CRR) INITIATIVES

- Hydrant Inspection Program (Monthly)
 - Hydrant at Tacoma and the Parkway is Out of Service. Public Works has notified Riviera Beach Utilities to make repairs.
- Special Secondary Certificate of Public Convenience & Necessity (COPCN)
 - Provide immediate Advanced Life Support (ALS) service for Palm Beach Shores
 - Exploring alternatives to current EMS transport contract with Riviera Beach based on cost effectiveness and service delivery.
- *Community CPR & AED* – Presented twice annually – Postponed due to COVID-19
- *Courtesy Home Fire Safety Surveys* – (Implemented: November 2017)
- *Pulse Point* mobile application site – *Pulse Point* is a pre-arrival solution designed to support public safety agencies working to improve cardiac arrest survival rates through improved bystander performance.
- *Pre-Incident Planning* – On-going initiative to familiarize first responders with high-risk occupancies, unique hazards and special properties in Palm Beach Shores and plan accordingly for potential emergencies.



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12 December 2020 – 21 January 2021

- *File of Life* Program – (Program initiated on 15 March 2017). Program materials funded through budgeted line item: *Community Risk Reduction - Prevention*. Kits are available during business hours at the Town Hall front office.
- *Fire Extinguisher Selection, Use and Maintenance*
 - Hands-on training and education opportunity presented to community members and our partners in the business community by PBSFD Firefighters. – Postponed due to COVID-19

STAFFING

Career Staff.

- No vacancies.
- **Volunteer Staff**
 - Recruitment and Retention efforts remain a priority. The entry versus attrition rate (predominantly due to full-time employment opportunities with other area departments) remains constant. There are 37 volunteer members certified to State Minimum Standards on the “Active” rolls at the time of this report.
 - Volunteer opportunities for Non-Operations personnel are under development.

WORKFORCE & OFFICER LEADERSHIP DEVELOPMENT

- Training & Continuing Education

FLEET DEPLOYMENT & MAINTENANCE

- Ocean Rescue 280 (Can Am) is Out of Service

INDUSTRY & PROFESSIONAL STANDARDS COMPLIANCE INITIATIVES

- Adopted *National Fire Service Professional Qualifications Board* standards or equivalent for Line, Staff and Command level Officers, Fire Apparatus Driver Operator (FADO) and Firefighters to include:
 - NFPA 1001 *Standard for Fire Fighter Professional Qualifications*



MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION
TOWN OF PALM BEACH SHORES
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12 December 2020 – 21 January 2021

- NFPA 1002 – *P Standard for Fire Apparatus Driver/Operator (FADO) Professional Qualifications.*
 - PBSFD FADO program (implemented in September 2017).
- NFPA 1021: *Standard for Fire Officer Professional Qualifications*
 - Validate rank structure for integration into County NIMS/ICS model.
- NFPA 1720 *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations and Special Operations to the Public by Volunteer Fire Departments*

OCEAN RESCUE

GEAR & EQUIPMENT

- Acquiring quotes on replacement ATV per capital budget line item

BEACH & WATER CONDITIONS

- Water quality listed as “Good” at the time of this report.

OFFICE OF EMERGENCY MANAGEMENT

COVID-19:

- COVID-19 Closed Point of Distribution (POD)
 - A Closed Point of Dispensing (POD) has been approved by the State.
 - PBSFD Medical Director conducted the In-Service training for Paramedics
 - PBSFD created a mockup of the POD site at the Community Center and has been conducting dry runs of the process.
 - 1,000 doses of the vaccine have been ordered from the State. This number is based on the approved storage capacity of our POD. Vaccine supply and allocation is dependent on availability.
 - Upon shipping confirmation from the State, we will open our online/web-based appointment system on the Town’s webpage. We will also be utilizing the Code Red Alert (Reverse-9-1-1) system as well as the Town email and the various civic



MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION

TOWN OF PALM BEACH SHORES

DEPARTMENT OF EMERGENCY SERVICES

12 December 2020 – 21 January 2021

groups' communications platforms to ensure that those without computers or email access do not get left behind.

- Please keep in mind that the availability of vaccination appointments will be dependent on the number of doses received.
- Vaccinations will be distributed in accordance with the target populations outlined in the Governor's orders.
- The PBS Office of Emergency Management is in daily communication with Local, County, Regional and State authorities and provides weekly updates to the Community via email distribution and Town Newsletter. Requests for Homebound Testing, provided by Palm Beach County Department of Health, can be coordinated through Palm Beach Shores Emergency Management by calling (561) 296-3380.
- **Comprehensive Emergency Operations Plan (CEOP)**
 - Purpose and Scope: Update/Create CEOP for the Town of Palm Beach Shores
 - Four areas of focus: Preparation, Response, Mitigation and Recovery
 - Complies and aligns with 27P-6.0023, Florida Administrative Code, County Comprehensive Emergency Management Plans (CEMP) and County Emergency Management Programs
 - Facilitate grant opportunities and streamline FEMA reimbursement efforts
- **Continuity of Operations Plan (COOP)**
 - Purpose and Scope: The COOP enables organizations to continue their Essential Functions (EF's) across a wide spectrum of emergencies. This Plan applies to the functions, operations, and resources necessary to ensure the continuation of the Town's Essential Functions, in the event its normal operations at Town Hall or Town facilities are disrupted or threatened with disruption. This Plan applies to all Town personnel and contractors vital to daily operations. Palm Beach Shores staff must be familiar with Continuity policies and procedures and their respective Continuity roles and responsibilities. This Continuity Plan ensures the Town of Palm Beach Shores is capable of conducting its essential missions and functions



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

12 December 2020 – 21 January 2021

under all threats and conditions, with or without warning, including natural and manmade disasters, technological emergencies, and military or terrorist attack-related incidents.

- Based on a vulnerability assessment which identifies capabilities, limitations and potential threats.
- Identify and address any potential critical points of failure.
- **Incident Action Plans (IAP's)**
 - Purpose and Scope: Provides a recognized template to establish control objectives and communicate critical information during planned and unforeseen events and emergencies.
 - Response strategies and operational goals for operational periods are regularly updated.

Calls for Service Activity

Fire/EMS

TOTAL CALLS FOR SERVICE	42 (Fire: 07) (Medical: 35)
LAST REPORTING PERIOD	43 (Fire: 19) (Medical: 24)
PERCENTAGE OF INCREASE / DECREASE	(Total: -2.3 %) (Fire: -63 %) (Medical: + 45 %)

Ocean Rescue

(November)

Rescue Report	Rescues: 01 Assists: 02 Vessel Assists: 00
Prevention & Education	Contacts: 317
First Aid Provided	Occurrences (Minor): 51



Public Works Department

Item #: 5 b 3.

Monthly Status Report

January 2021

Community Center:

1. Scheduling to paint the exterior of the building and the first-floor concrete deck including bathrooms. Public Works will perform the work.
2. Scheduling to resurface the kitchen floors. Public Works will perform the work.
3. Receiving quotes to replace the AC Air handler on the second floor in the Mechanical Room. Still in progress due to the process with converting one single 20-ton air handler into two individuals 10-ton units that will allow for cost savings in future replacements for each of the single units.
4. The projects listed is funded through the approved capital budget.

Grounds & Parks:

1. Scheduling to paint the Inlet Park walkway light posts and install numbers on each light post for maintenance tracking. This project is still in progress due to weather.
2. Scheduling to pressure wash and paint the concrete railings, benches, and light poles located at the Fountain on the Parkway. The project start date was Wednesday, January 13, 2021 the project is in progress.
3. Scheduling to order new Park Benches for Inlet Park and the Parkway. The manufacturers are starting to produce more products for shipping due to new COVID guidelines in place.
4. The projects listed is funded through the approved general and capital budget.

Streets:

1. Following the Commissioners approval, the installation of the tidal valve in the stormwater outfall pipe located at Lake Drive and Bamboo Road is scheduled for December 2020. The contract was awarded to Shenandoah to repair the stormwater outfall pipe and to install the WAPRO tidal valve. The Town will piggyback off the approved contract with Broward College. The project start date was Thursday, January 14, 2021. First step: Cleaning the inside of pipe. Second step: Scheduling of the liner in three weeks from the start date. Third and final step: Installing the tidal valve.
2. Scheduling to replace the storm grates and concrete aprons along Lake drive and Inlet Way. The grates are on order waiting for their arrival to install. Public Works will perform the work. Still in progress.

3. Scheduling to install new street light electrical boxes in the ground due to normal wear and being damaged. Project is ongoing due to underground projects. Installed 18 electrical boxes to date 7 boxes remaining for installation.
4. The projects listed is funded through the approved general and capital budget.

Lift Stations:

1. Scheduling to repair the fence and screening material located at Ocean Ave Lift Station #02 due to wear and high winds. Waiting for materials to arrive.
2. The main sewer line on Cascade Lane required to be cleaned due to a blockage caused by sand and debris. The sewer line was cleaned from Atlantic Ave to Lake Drive. With the use of a camera the entire line was inspected for any joint separations or breaks, no breaks or joint separations were observed at this time. The sewer lines integrity was in good condition according to the age of the pipe material. No further action was required at this time.
3. The projects listed is funded through the approved general budget.

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

1. Scheduling to receive quotes to reline the sewer pipes in Town Hall. Waiting on Contractors Proposals.
2. Receiving quotes to replace the Fire Department Annex Roof. There will be three separate quotes for the different types of roof materials as listed. Asphalt, Metal, and Tile. The three quotes have been submitted and under review for approval.
3. Receiving quotes to replace the Police Departments Roof due to acquiring roof leaks in various locations. This roof has not been replaced for over 20 plus years only repairs. This is a modified rolled roofing material. Waiting for the proposed estimates to be submitted.
4. The projects listed is funded through the approved general and capital budget.

Foot Note:

Capital Projects For 2020 Public Works

1. Beach Bathroom Restoration: **Completed**
2. Beach Boardwalk Construction: **Public Works to perform the work.**
3. Paint Exterior of Community Center: **Public Works to perform the work.**
4. LED Conversion of all lighting fixtures Community Center: **Completed**
5. AC Air Handler replacement 2nd floor Community Center: **Waiting for estimates.**
6. New Storm grates and concrete aprons Streets: **Public Works to perform the work.**
7. New Tidal valves Lake Drive & Inlet way Outfall Pipes: **A signed contract in progress.**
8. Lift Station Pumps: **Removed not required**
9. Town Hall Relining of Sewer Lines: **Waiting for estimates.**
10. AC Units replaced 2ea. Town Hall: **Completed**
11. Fire Department front porch construction: **Completed**
12. Fire Department new roof: **Proposals under review.**
13. Police Department Parking lot and Parkway Town Hall New Light Poles LED: **Completed**
14. Inlet Park Pathway asphalt sealer: **Completed**
15. Inlet Park Gazebos retaining walls and concrete slab repairs: **Completed**

Training / Certificates:

1. Continuing Education in Florida Stormwater Erosion and Sedimentation Control.
2. OSHA'S Model Training Program for multiple certifications & continuing education credits.
3. Safety Meeting scheduled for Tuesday, February 16, 2021 Public Works Safety Officer.

TOWN CLERK REPORT
January 2021 Status Update

TASKS	STATUS
Upcoming Meetings	➤ January 27, 2021 6:30 pm: Planning & Zoning Workshop re: District "B"
Building Department Updates	<p>December 2020:</p> <ul style="list-style-type: none"> • Total Permits issued: 16 • Total Permit Fees Paid: \$5,545.78 • Total Construction Value: \$176,073.00 • Total Permits issued in 2020 to date: 184 • Total Permit Fees in 2020 to date: \$187,356.73 • Total Construction Value in 2020 to date: \$6,417,517.95 <p>➤ HOURS FOR THE BUILDING DEPARTMENT!</p> <p>We are open Monday, Wednesday, and Friday from 9:00 am to 1:00 pm to take in Building Permit Applications.</p> <p>All other building department related business are during normal business hours (8:30 am to 4:30 pm, Monday through Friday)</p>
Code Compliance	<p>New/ongoing open Code Violations December 2020 (20 total)</p> <ul style="list-style-type: none"> • 1 Certificate of Occupancy (Code Sec. 111.1) • 2 Expired Tags, prohibited vehicles (Code Sec. 70-75) • 1 Work without permits (Code Sec. 14-81) • 1 Drainage (Code Sec. 14-166) • 11 Landscape Maintenance and landscape obstructed traffic view (Code Sec.78-79) • 3 No Business Tax/Cert. of Use (Code Sec. 18-16) • 1 Yard debris/collection times/bulk trash before pickup days (Code Sec. 38-9)
TOWN HALL	<p>Thank you for your online attendance and also adhering to the safety protocols we have in place while visiting Town Hall (i.e. wearing face masks, staying 6 feet apart, and being patient as we wipe down counters, pens, and door handles after each visitor leaves.</p> <p>Please remember that when you attend meetings online, we ask that everyone please use proper decorum on your end of the sound and visual aspects, as you would if you were attending in person at the meeting:</p> <ol style="list-style-type: none"> 1. Please keep your microphones muted unless you are asked to speak, as any ambient noise on your end will be heard in the commission chambers. 2. Remember if you are attending visually, you will be seen by everyone who is also attending visually on the big screens in the Commission Chambers. <p>Please check yourselves accordingly and be respectful of others.</p>
Community Center	<p>Community Center has limited use as we have guidelines that will need to be followed to ensure safety protocols. Please check with Town staff with any questions.</p>

**TORCIVIA, DONLON
& GODDEAU, P.A.**

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950
561-686-8700 Telephone / 561-686-8764 Facsimile
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James Brako
Susan M. Garrett

*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

December 28, 2020

Mayor and Commissioners
Town of Palm Beach Shores
247 Edwards Lane
Palm Beach Shores, FL 33404

Re: Special Magistrate

Dear Mayor and Commissioners:

I am respectfully requesting that you consider appointing Matthew Ransdell as a back-up Special Magistrate for the Town's code enforcement hearings. I have attached his resume for your review.

Please feel free to contact me with any questions. Thank you.

Sincerely,

Glen J. Torcivia

Glen J. Torcivia
GJT/ar

Enclosures

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CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

MATTHEW L. RANSELL

Experience

Senior Associate, Torcivia, Donlon & Goddeau, P.A.
West Palm Beach, FL
May 2017 - present

- Engages in all aspects of civil law practice, including litigation, and appeals in State and Federal Courts.
- Significant emphasis on employment law, including defending discrimination, harassment, Fair Labor Standards Act (overtime and minimum wage), Family Medical Leave Act, and other claims.
- Promotes preventative measures to minimize risk in employment-related decisions.
- Aggressively responds to EEOC charges on behalf of clients.
- Draft and negotiate collective bargaining agreements, adjust grievances, attend pre-determination hearings, and assist in labor-management relations.
- Conducts internal investigations regarding complaints of harassment and discrimination.
- Draft and negotiate employment contracts and non-compete agreements.
- Analyzes position classifications for compliance with Fair Labor Standards Act.
- Presents seminars on a variety of employment law topics including prevention of harassment and discrimination in the workplace, Fair Labor Standards Act, and Family Medical Leave Act.
- Drafts, analyzes and edits employee manuals and personnel policies.

Associate, Akerman, LLP

West Palm Beach, FL and Tampa, FL

Dec. 2013-March 2015/Sept. 2016-April 2017

- Represented management in employment litigation, including Title VII, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Florida Civil Rights Act, as well as whistleblower and retaliation claims.
- Worked with clients on employee handbooks, including non-compete and non-disclosure provisions.
- Trained employees on compliance with state and federal laws in the workplace, and provide day-to-day guidance to employers on all matters associated with the workplace.
- Conducted investigations for clients regarding employment law and human resources issues.
- Assisted in nearly 100 separate wage and hour arbitrations, four of which went to final hearings where I was second chair trial attorney. The remaining claims settled on favorable terms after successful arbitrations.

Associate, Jackson Lewis, P.C.

Tampa, FL

March 2015-September 2016

- Drafted employment contracts for various levels and positions within corporations;
- Drafted employee handbooks and other company policies and procedures for all levels of companies.
- Represented management in employment litigation, including Title VII, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Florida Civil Rights Act, as well as whistleblower and retaliation claims.
- Trained employees on compliance with state and federal laws in the workplace, and provided day-to-day guidance to employers on all matters associated with the workplace.
- Oversaw a robust case load with minimal shareholder involvement from start to finish.
- Conducted investigations for clients regarding employment law and human resources issues.
- Conducted an ADA discrimination and negligent hiring federal jury trial as first chair trial attorney and gained a complete defense verdict.

Associate, Greenberg Traurig, P.A.

Tampa, FL

December 2011-2013

- Represented clients in labor and employment matters and complex business matters,

including regulatory matters, government investigations, compliance matters, internal ethics investigations.

- Substantial experience in all pre-trial matters, including discovery, depositions, arguing at hearings, and drafting motions.
- Represented management in employment litigation, including Title VII, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Florida Civil Rights Act, as well as whistleblower and retaliation claims.
- Drafted and negotiated employment contracts and agreements for all levels of companies.
- Practiced in traditional labor management relations law, including the representation of employers in connection with unfair labor practice, collective bargaining, and employment policies.
- Investigated Foreign Corrupt Practices Act ("FCPA") issues in foreign markets.
- Assisted in the implementation of compliance and anti-corruption programs.
- Traveled extensively to client offices and locations overseas to create and implement FCPA compliance procedures; and trained employees on the FCPA, anti-corruption laws, and company policies and procedures.

Associate, Holland & Knight, LLP

Tampa, FL

January 2010-2011

- Represented clients in commercial litigation, including disputes regarding the sale of commercial goods, real property disputes, shareholder disputes, fraud, bankruptcy, and other general business litigation
- Assisted in representing employers in labor and employment litigation, including restrictive covenant, retaliation, harassment, discrimination litigation
- Assisted in defending clients involved in government investigations, including EEOC and OSHA charges.

Education

- Stetson University College of Law, Gulfport, FL
Juris Doctor, 2009 (summa cum laude)
- Western Kentucky University, Bowling Green, KY
B.A. Political Science/Public Law, Minor in English Composition, 2006 (magna cum laude)

Bar Admissions

- Florida, 2009
- Southern District of Florida, 2012
- Middle District of Florida, 2010
- Northern District of Florida, 2012

- 11th Circuit Court of Appeals, 2013
- Supreme Court of the United States, 2014

Civic and Professional Organizations

- Member, National Order of Barristers
- Member, Society of Human Resources Management
- Member, American Bar Association
- Member, Florida Bar Association

Certifications/Awards

- Recognized by the Super Lawyers publication as a Rising Star in labor and employment in 2015, 2016, 2017, 2018 and 2019.



Town of Palm Beach Shores, FL

Request for Proposal

February xx, 2021

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Attachment A - Town of Palm Beach Shores' Standard Contract Terms

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

Attachment C – Community Center Rental Use Policies

Attachment D – Application for Beach Event Permit

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 xxth day of February 2021. We will make every reasonable effort to maintain the following schedule, however it could change depending upon directions from the Town Commission.

DATE	RFP issue date
+ 3 biz days	RFP Recipients confirm their intent via email to submit a proposal
+ 4 biz days	RFP Recipients submit questions via email
+ 14 biz days	Answers to questions will be shared with all RFP Recipients via email
+ 21 biz days	RFP Recipients submit their proposal via email
+ 28 biz days	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: _____

March 2021

[illegible]

ORDINANCE NO. O-7-20

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING CHAPTER 28. FINANCE. AT SECTION 28-32. EXEMPTIONS FROM THE COMPETITIVE PROCUREMENT REQUIREMENT. TO CLARIFY THAT PURCHASES OF GOODS AND SERVICES UNDER CONTRACTS OF THE FEDERAL GOVERNMENT, THE STATE OF FLORIDA AND/OR ITS POLITICAL SUBDIVISION (I.E., PIGGYBACKED CONTRACTS) AND PURCHASES OF EXEMPT CONTRACTUAL GOODS AND SERVICES ARE NOT SUBJECT TO THE QUOTATION REQUIREMENTS OF SECTION 28-29; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 28. FINANCE. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ADOPTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Chapter 28 of the Town Code of Ordinances currently provides the purchasing guidelines for all Town purchases; and

WHEREAS, the Town Commission of the Town of Palm Beach Shores desires to revise its regulations to clarify the application of the quotation requirements section to purchases made using piggyback contracting and purchases otherwise exempt from the competitive procurement requirements; and

WHEREAS, the Town Commission believes these revisions to its Code of Ordinances to be in the best interests of the health, safety, and welfare of the citizens of Palm Beach Shores.

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

Section 1: Section 28-32. Exemptions from the competitive procurement requirement. of the Code of Ordinances of the Town of Palm Beach Shores is hereby amended to clarify that purchases of goods and services under contracts of the federal government, the State of Florida and/or its political subdivision (i.e., piggybacked contracts) and purchases of exempt contractual goods and services are not subject to the quotation requirements of Section 28-29; providing that Section 28-32. Exemptions from the competitive procurement requirement. shall hereafter read as follows:

Sec. 28-32. - Exemptions from the competitive procurement requirement.

The following are exempt from the requirements of formal competitive procurement:

- (1) Sole source procurement; however, all sole source procurements where the cost of the commodity or contractual service exceeds \$25,000.00 shall be authorized by the town commission.
- (2) Non-emergency exemptions to this process must be approved by the town commission if over \$25,000.00.
- (3) Emergency procurements. The town manager, the mayor or the mayor's designee may make or authorize emergency procurements of commodities or services when there exists a clear and present threat to public health, property, welfare, safety or other substantial loss to the town. The town clerk will notify the town commission immediately of all emergency expenditures over \$25,000.00.
- (4) Purchases under contracts of the federal government, the State of Florida and/or its political subdivisions. All purchases of commodities or contractual services under the provisions of local, state and federal purchasing contracts shall be exempt from the quotation and competitive procurement requirements, however such contracts must be approved by the town commission if over \$25,000.00.
- (5) Exempt contractual goods and services not subject to the quotation and competitive procurement requirement. This category shall include services involving special skill, ability, training or expertise which are in their nature, unique, original or creative, in accordance with F.S. § 287.057(5)(f).

Section 2: Each and every other section and subsection of Chapter 28. Finance. of the Code of Ordinances of the Town of Palm Beach Shores, shall remain in full force and effect as previously adopted.

Section 3: All ordinances or parts of ordinances in conflict be and the same are hereby repealed.

Section 4: Should any section or provision of this Ordinance or any portion thereof, any paragraph, sentence or word be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder of this Ordinance.

Section 5: Specific authority is hereby granted to codify this Ordinance.

Section 6: This Ordinance shall take effect immediately upon adoption.

FIRST READING this 21st day of December 2020.

SECOND AND FINAL READING this 25th day of January 2021.

TOWN OF PALM BEACH SHORES

Alan Fiers, Mayor

ATTEST:

Evyonne Browning, Town Clerk

(Seal)

Approved as to form and legal sufficiency.

Keith Davis, Town Attorney