

Monday, May 24, 2021
7:00 pm



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

**TOWN COMMISSION
MEETING AGENDA**

Mayor Alan Fiers

Vice Mayor Scott McCranel

Commissioner Tracy Larcher
Commissioner Janet Kortenhaus
Commissioner Brian Tyler

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

PLEASE NOTE:

**THIS MEETING MAY BE CONDUCTED USING
COMMUNICATION MEDIA TECHNOLOGY**

<https://townofpalmbeachshores.my.webex.com/townofpalmbeachshores.my/j.php?MTID=m2ce22ed07e5544abd38138405dd22b1c>

Meeting Number: **132 251 3684**

Password: **0524**

To join meeting by phone (voice only)

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

Access Code: **132 251 3684**

Password: **0524**

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

1. CALL TO ORDER

- a. Pledge of Allegiance
- b. Roll Call

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

3. APPROVAL OF CONSENT AGENDA

- a. April 26, 2021 Commission Meeting Minutes.
- b. Special Event Permit No. 5-5-21: Bryan Cheney to hold a wedding reception at the Community Center on October 9, 2021 from 6:30 pm to midnight, with 50 to 75 attendees.
- c. Special Event Permit No. 5-6-21: Joan Mills to hold a "Celebration of Life" in honor of former Mayor Tom Mills on June 4, 2021 at 4:00 pm with 50 to 100 attendees.

4. PRESENTATIONS

5. DEPARTMENT AND BOARD REPORTS

- a. Financial Report: *(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**

7. **OTHER BUSINESS**

- a. Update on Peanut Island MOU with Palm Beach County (Alan Fiers, Mayor)
- b. Discussion regarding hazardous waste (Alan Welch, Public Works Director)
- c. Tree Trimming Contract update (Alan Welch, Public Works Director)
- d. Discussion on Community Center Use (Alan Fiers, Mayor)

8. **ACTION ITEMS**

- a. Approval of an Agreement for Painting the Town Community Center located at 90 Edwards Lane, between the Town of Palm Beach Shores and Thomas Lewis Professional Painting, Inc. in an amount not to exceed twenty-four thousand, six hundred dollars (\$24,600.00). (Alan Welch, Public Works Director)

9. **ORDINANCES AND RESOLUTIONS**

- a. Resolution No. R-8-21: Accepting and Approving a bequest from the Estate of Randi Frick to be used for capital improvements at the Town's Community Center.
- b. Ordinance O-2-21 (draft): Amending Chapter 28, Finance, Article III. Impact Fees, repealing all provisions related to the Town Police Protection Impact Fees.

10. **PUBLIC COMMENTS**

11. **ADJOURNMENT**

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the Town Commission with respect to any matter considered at this meeting or hearing, such interested person will need a record of the proceedings, and for such purpose may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. The meeting/hearing will be continued from day to day, time to time, place to place, as may be found necessary during the aforesaid meeting.

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), THIS DOCUMENT CAN BE MADE AVAILABLE IN AN ALTERNATE FORMAT (LARGE PRINT) UPON REQUEST AND SPECIAL ACCOMODATIONS CAN BE PROVIDED UPON REQUEST WITH THREE (3) DAYS ADVANCE NOTICE. FOR HEARING ASSISTANCE: If any person wishes to use a hearing device, please contact the Town Clerk.

TOWN OF PALM BEACH SHORES, FLORIDA
REGULAR COMMISSION MEETING MINUTES
April 26, 2021

**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, Vice Mayor Scott McCranel, Commissioner Tracy Larcher, Commissioner Janet Kortenhaus, and Commissioner Brian Tyler who joined the meeting virtually online via Web-ex. Also present were PBSO Sgt. Langevin, Fire Chief Trevor Steedman, Public Works Director Welch, Town Administrator Wendy Wells, and Town Attorney Keith Davis. Town Clerk Browning confirmed there was a quorum present.

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

MOTION: Commissioner Kortenhaus moved to approve the Meeting Agenda.

SECOND: Vice Mayor McCranel seconded the motion.

VOTE:

Fiers:	YES
McCranel:	YES
Kortenhaus:	YES
Larcher:	YES
Tyler:	YES

The Motion Passed Unanimously

3. APPROVAL OF CONSENT AGENDA

- a. March 15, 2021 Commission Meeting Minutes.
- b. April 5, 2021 Reconvened Commission Reorganization Meeting Minutes
- c. Special Event Permit No. 5-2-21 for City of Riviera Beach and "Game On!" to host a triathlon event on May 2, 2021 from 7:00 am to 1:00 pm with 400 attendees.
- d. Special Event Permit No. 5-3-21 from Tina Stogiannis to host a Baptism at the Community Center on May 29, 2021 with Amplified Music.
- e. Special Event Permit No. 5-4-21 from Derek Briant (non-resident) to hold a wedding ceremony on the Town's beach with 30 attendees. Approval is contingent on payment of all fees, including the additional fees to hold the event on the Town's beach.

MOTION: Vice Mayor McCranel moved to approve the Consent Agenda.

SECOND: Commissioner Larcher seconded the motion.

VOTE:

Fiers:	YES
McCranel:	YES
Kortenhaus:	YES
Larcher:	YES
Tyler:	YES

The Motion Passed Unanimously

4. PRESENTATIONS

a. Audit 9/30/2020 Presentation: Terry Morton, CPA of Nowlen, Holt & Miner.

MOTION: Vice Mayor McCranel moved to approve the 9/30/2020 Audit as prepared.

SECOND: Commissioner Larcher seconded the motion.

VOTE:

Fiers:	YES
McCranel:	YES
Kortenhous:	YES
Larcher:	YES
Tyler:	YES

The Motion Passed Unanimously

5. DEPARTMENT AND BOARD REPORTS

a. Financial Report: *(Wendy Wells, Town Administrator/Treasurer)*

1. March 2021 Financial Report

MOTION: Commissioner Tyler moved to approve the Financial Report

SECOND: Vice Mayor McCranel seconded the motion.

VOTE:

Fiers:	YES
McCranel:	YES
Kortenhous:	YES
Larcher:	YES
Tyler:	YES

The Motion Passed Unanimously

2. Mid-year review and projections

3. Impact fee annual adjustment

Town Administrator Wendy Wells went through the mid-year review and projects and the annual impact fee adjustments which were both approved by a consensus of the Commission. The impact fee adjustment will take effect October 1, 2022.

b. Staff Reports were presented by Sgt. Langevin with the Sheriff's Office, Fire Chief Steedman for the Fire Department, Public Works Director Alan Welch on Town projects, and Town Clerk Browning on Administration, Building Department. and Code Enforcement.

Town Attorney Davis did not give a report at this meeting.

6. COMMISSION REPORTS

Mayor Fiers gave updates on the following topics:

- Comcast outages
- Riviera Beach Water Main replacement project in PBS
- Peanut Island

There were no other Commission Reports at this meeting.

7. OTHER BUSINESS

- a. Community Center Proposals: Frank Zizzamia (A copy of the presentation is herewith attached and made a part of these minutes).
- b. Following Mr. Zizzamia's presentation, the Commission and the public (via Webex) asked questions and made comments.
Action: Mr. Zizzamia is to schedule meetings between the vendor and the Town's civic groups; and to supply additional information for the May Commission Meeting.

8. ACTION ITEMS

- a. Approval of an updated Service Agreement between the Town of Palm Beach Shores and Image Companies for Janitorial Services at the Town's Community Center, 90 Edwards Lane.

MOTION: Vice Mayor McCranel moved to approve the updated agreement as presented.

SECOND: Commissioner Larcher seconded the motion.

VOTE:

Fiers:	YES
McCranel:	YES
Kortenhaus:	YES
Larcher:	YES
Tyler:	YES

The Motion Passed Unanimously

9. ORDINANCES AND RESOLUTIONS

- a. Resolution No. R-7-21: Budget Amendment #2 FY2021

MOTION: Vice Mayor McCranel moved to approve Resolution R-7-21

SECOND: Commissioner Kortenhaus seconded the motion.

VOTE:

Fiers:	YES
McCranel:	YES
Kortenhaus:	YES
Larcher:	YES
Tyler:	YES

The Motion Passed Unanimously

10. PUBLIC COMMENTS

1. Resident Mark Ward asked where the agendas for the meeting were located. He said they seem to be buried and not easily located.
2. There were also comments about accessing the agenda items in the packets.
As a note: The pdf documents have a "live" link on the front page of the agenda where you click on the http: link and it will take you to the agenda packet with all attachments.
3. It was stated that the Blood Mobile will be in the Town's Community Center parking lot tomorrow, April 27, 2021 from 10:00 to 3:00 pm.

11. **ADJOURNMENT**

MOTION: Commissioner Kortenhaus moved to adjourn the meeting.

SECOND: Vice Mayor McCranel seconded the motion and Mayor Fiers adjourned the meeting at 9:47 pm.

Approved this 24th day of May 2021.

ATTEST:

Alan Fiers, Mayor

Evyonne Browning, Town Clerk

(Seal)



DATE SUBMITTED _____

PERMIT NO. 5-5-21

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

Please check a box
below if you are a:

Police Officer ☐
Fire Fighter ☐
Teacher ☐

Type of event: Reception Location: Palm Beach Shores Community Center

Sponsor: Bryan Cheney Telephone: 561-281-6043

Property owner's consent and acknowledgement of responsibility:

Signature: _____

Date and Time: 10-09-2021 6:30p Time it ends: midnight

Number of participants: 50 - 75 MAX

Proof of insurance attached? Yes X No _____

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

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

N/A

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

APPROVED:

Fire Department: _____ Sheriff's Office: _____

Number of off-duty officers required: _____

Date of Commission Review: _____ Approved: _____

Any special event within the Town of Palm Beach Shores at which more than 50 persons are proposed to be in attendance and which is not covered under regular licenses and registration regulation must obtain a permit from the Town. Any event where less than 50 persons are proposed to be in attendance is specifically exempted from this requirement.

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.

An application received after the 30-day deadline may be accepted subject to an application fee of \$150.00. No application will be eligible to be discussed at a Town Commission meeting if received less than 5 days prior to the meeting.



Town of Palm Beach Shores
Community Center Rental
Check List

Date of Event: 10.9.2021 Name of Renter: Bryan Cheney

Required Forms

Resident Reservation Form	<u>✓</u>
Special Event Permit (Commission Approval)	<u> </u>
Beach Special Permit (Commission Approval)	<u>N/A</u>
Community Center Rental Agreement	<u>✓</u>
Community Center Rental Policies & Procedures	<u>✓</u>
Event Insurance	<u>✓</u>
Pre-approved floor plan layout	<u>✓</u>
Amplified Music Request	<u> </u>

Required Fees

First Floor:

Security Deposit	\$ 50.00 (Refundable)	<u>N/A</u>
Rental Fee (10 Hours)	\$ 53.50 (Tax Included)	<u>N/A</u>
Additional Hours	\$ 53.50/hour (Tax Included)	<u>N/A</u>
Grill	\$ 26.75 (Tax Included)	<u>N/A</u>
Kitchen	\$ 26.75 (Tax Included)	<u>N/A</u>
Cleaning Fee	\$145.00	<u>N/A</u>
Special Permit (50+ Guests)	\$ 50.00	<u>N/A</u>

Second Floor: ✓

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



Town of Palm Beach Shores
Community Center Rental
Check List

Beach Rental:

Security Deposit	\$250.00 (Non-Refundable)
Rental Fee (10 Hours)	\$250.00
Cleaning Fee	\$100.00 (Refundable)
Special Beach Permit	\$ 50.00

N/A
N/A
N/A
N/A

Total Due

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

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

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

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

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

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

Signature of Renter

4/30/21

Date

Signature of Community Center Coordinator

Date



COMMUNITY CENTER RENTAL/USE POLICIES

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

RULES AND REGULATIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

Absolutely no weapons are to be brought onto the property.

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

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

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

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

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

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

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

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

PARKING:

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

UNDER NO CIRCUMSTANCES CAN THE DESIGNATED FIRE LANE BE BLOCKED.

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

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

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

KITCHEN RULES:

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

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

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

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

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

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

SET-UP DECORATIONS:

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

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

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

All exits must be kept clear and unobstructed.

PUBLIC BEACH USE:

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

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

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

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

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

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

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

CANCELLATIONS:

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

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

DAMAGE AND DEPOSITS:

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

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

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

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

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

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

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

Use is considered contrary to the Town's best interest Misrepresentation
of information in the Rental Agreement

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

Renter has a history of hostile or violent behavior

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

SECURITY POLICY:

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

CLEAN-UP:

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

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

IMPORTANT NOTICE:

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

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

Bryan P. Cheney
Printed Name of Renter

4/30/21
Date

[Signature]
Signature of Renter



RESIDENT RESERVATION APPLICATION

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

RESIDENT INFORMATION

Requested Date & Facility: 10-09-21 Community Center 1st Floor _____ 2nd Floor X
Name of Resident: Bryan Cheney
Address: Sailfish Marina 144 Lake Dr Palm Beach Shores
City: Palm Beach Shores State: FL Zip: _____
Phone: — Cell: 561-223-0886
E-mail: _____
Alternate Contact: Denise V 561-223-0886

EVENT INFORMATION

Type of event	<u>Reception</u>	Using outside caterer	Yes <u>X</u> No _____
Anticipated attendance	<u>50-75 max</u> (Max 120)	Alcoholic Beverages	Yes _____ No _____
Requested access time		State & local laws apply to alcohol consumption; sale of alcohol must be permitted and sold by a licensed vendor.	
Time event will begin	<u>6:30 P.M</u>	Type of decorations: <u>table clothes, centerpieces, ribbon, artificial flowers, battery operated candles</u>	
Time event will end	<u>midnight</u>	Additional Considerations:	
Facility close time			
Maximum 10-hour rental; \$100+tax per additional hour (pre-approval required) No time after Midnight			

1st Floor	2nd Floor (max capacity 120)
1st floor - open restrooms (\$50 + tax)	# of 6' round tables (maximum 12)
BBQ grill (\$25 + tax)	# of chairs (maximum 130)
1st floor kitchen (\$25 + tax)	# of 6' rectangle tables (maximum 8)
# of 6' rectangle tables (maximum 8)	# of round bistro tables (maximum 8)
Mandatory Cleaning Fee \$145	# of card tables (maximum 6)
Additional set-up needs:	Mandatory Cleaning Fee \$185
	Additional set-up needs:

Bryan P Cheney
Resident Printed Name

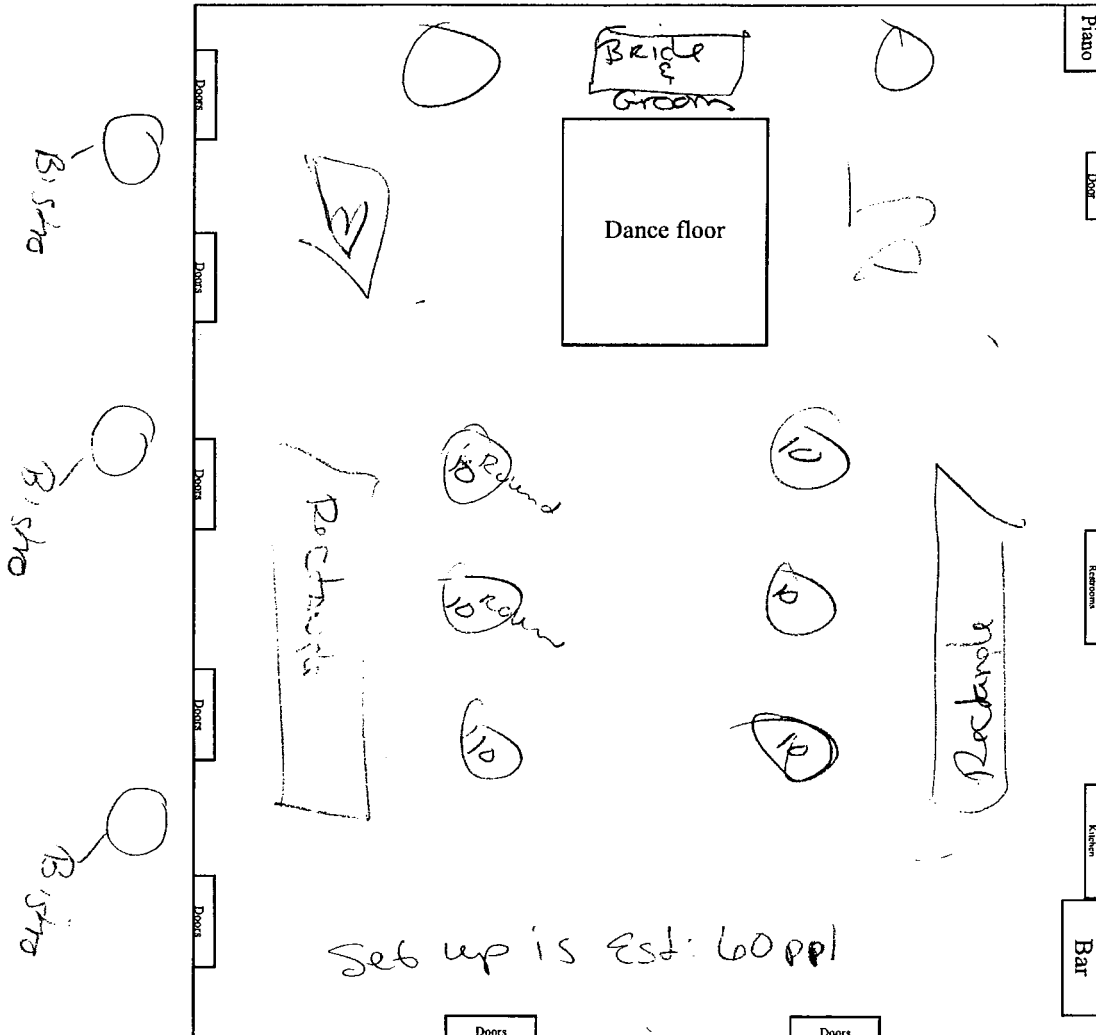
Bryan P Cheney
Resident Signature

4/30/21
Date

Renter/Contact: Beyan Cheney

Event Date: 10-09-2024 Event time: _____

Set-up Date: _____ Set-up time: _____



Total round tables: 6 Chairs at each table: 10

Total card tables: 1 can we use this for cake and gifts

Total rectangle tables: 2 2nd floor 1st floor

Move picnic tables: _____

Total cocktail tables: 3

Additional set-up comments: _____

Room size: 50x55

Dance floor: 13x17



RENTAL AGREEMENT

THIS RENTAL AGREEMENT made and entered into on 4/30/2021 by and between the Town of Palm Beach Shores, a Florida municipal corporation, (hereinafter referred to as "PBS") and Bryan Cheney Saffron Marino, 1946, 336 Tacoma. (hereinafter referred to as "Renter").

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

EVENT DETAILS

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

Event Date: 10-09-2021 Event Type: Reception 1st Floor ___ 2nd Floor X

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

PAYMENT SCHEDULE

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

SECURITY DEPOSIT (Due with agreement)	RENTAL FEE	ADDITIONAL FEES (May be amended)

CLEANING, DAMAGE REPAIR AND REPLACEMENT

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

RIGHT OF ENTRY

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

INSURANCE

PBS reserves the right to require the Renter to secure and maintain, at its own expense, a policy of insurance, which must remain in effect during the full period for which the privileges hereunder are granted, and shall include: **Comprehensive general liability insurance (occurrence form)** insuring the Renter for its operations at the rented premises in connection with this Rental Agreement with minimum limits not less than \$1,000,000 combined single limit (Bodily Injury and Property Damage). This insurance shall be issued by an insurance company

duly authorized and licensed to do business in the State of Florida and must be rated no less than class "A" as to financial stability and no less than class "II" as to financial size. **IF REQUIRED, IT IS AGREED THAT NO LATER THAN FIVE DAYS BEFORE THE EVENT BEGINS RENTER SHALL FURNISH CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES. ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE TOWN OF PALM BEACH SHORES IS AN ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE RENTER UNDER THIS AGREEMENT.** All required insurance policies shall preclude any underwriters' rights of recovery or subrogation against PBS with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

Insurance Required: X Insurance Not Required:

INDEMNIFICATION, HOLD HARMLESS, RELEASE OF LIABILITY

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

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

ATTORNEY'S FEES

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

ASSIGNMENT

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

AUTHORITY TO BIND RENTER(S)

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

DEFAULT BY RENTER

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

ENTIRE AGREEMENT

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

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

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

TOWN OF PALM BEACH SHORES:

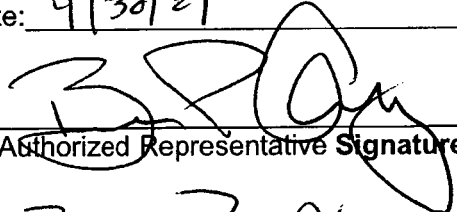
Date: _____

By: _____
Authorized Representative **Signature**

By: _____
Authorized Representative **Printed**

RENTER:

Date: 4/30/21

By: 
Authorized Representative **Signature**

By: Bryan P. Cheney
Authorized Representative **Printed**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945		CONTACT NAME: Will Maddux PHONE (A/C, No, Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com FAX (A/C, No):	
INSURED Denise Lombardo 5301 Crossing Rock Ct Riviera Beach FL 33407		INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35378	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability <input type="checkbox"/> Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		3DS5472-M2852098	10/09/2021 12:01 AM	10/10/2021 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
							Deductible \$ 1,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19.
Attendance: 70, Event Type: Wedding.

CERTIFICATE HOLDER**CANCELLATION**

Town of Palm Beach Shores 247 Edwards Lane Palm Beach Shores FL 33404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

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

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

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

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

However:

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

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

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

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

whichever is less.

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

All other terms and conditions remain unchanged.



DATE SUBMITTED _____

PERMIT NO. 5-6-21

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

Please check a box
below if you are a:

Police Officer ☐
Fire Fighter ☐
Teacher ☐

Type of event: Celebration of Life Location: Community Center

Sponsor: Joan Mills Telephone: 561-844-9007

Property owner's consent and acknowledgement of responsibility:

Signature: Joan Mills

Date and Time: June 4, 2021 4pm Time it ends: 8pm

Number of participants: 50-100

Proof of insurance attached? Yes _____ No _____

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

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

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

APPROVED:

Fire Department: _____ Sheriff's Office: _____

Number of off-duty officers required: _____

Date of Commission Review: _____ Approved: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER East Main Street Insurance Services, Inc. Will Maddux PO Box 1298 Grass Valley CA 95945	CONTACT NAME: Will Maddux PHONE (A/C, No, Ext): (530) 477-6521 E-MAIL ADDRESS: info@theeventhelper.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Evanston Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 35378
INSURED Joan Mills 344 Sandal Lane Palm Beach Shores FL 33404		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability <input type="checkbox"/> Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	3DS5472-M2528596	06/04/2021 12:01 AM	06/05/2021 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000					
	MED EXP (Any one person) \$ 5,000					
	PERSONAL & ADV INJURY \$ 1,000,000					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					PRODUCTS - COMP/OP AGG \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					Deductible \$ 1,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
						EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
						E L EACH ACCIDENT \$
						E L DISEASE - EA EMPLOYEE \$
						E L DISEASE - POLICY LIMIT \$

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

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19.

Attendance: 100, Event Type: Memorial Service.

CERTIFICATE HOLDER**CANCELLATION**

Town of Palm Beach Shores 247 Edwards Lane Palm Beach Shores FL 33404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

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

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

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

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

However:

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

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

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

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

whichever is less.

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

All other terms and conditions remain unchanged.

Any special event within the Town of Palm Beach Shores at which more than 50 persons are proposed to be in attendance and which is not covered under regular licenses and registration regulation must obtain a permit from the Town. Any event where less than 50 persons are proposed to be in attendance is specifically exempted from this requirement.

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.

An application received after the 30-day deadline may be accepted subject to an application fee of \$150.00. No application will be eligible to be discussed at a Town Commission meeting if received less than 5 days prior to the meeting.



RENTAL AGREEMENT

THIS RENTAL AGREEMENT made and entered into on May 14, 2021 by and between the Town of Palm Beach Shores, a Florida municipal corporation, (hereinafter referred to as "PBS") and Joan Mills /Pamela Carman (hereinafter referred to as "Renter").

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

EVENT DETAILS

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

Event Date: June 4, 2021 Event Type: Celebration of Life 1st Floor X 2nd Floor X

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

PAYMENT SCHEDULE

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

SECURITY DEPOSIT (Due with agreement)	RENTAL FEE	ADDITIONAL FEES (May be amended)

CLEANING, DAMAGE REPAIR AND REPLACEMENT

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

RIGHT OF ENTRY

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

INSURANCE

PBS reserves the right to require the Renter to secure and maintain, at its own expense, a policy of insurance, which must remain in effect during the full period for which the privileges hereunder are granted, and shall include: **Comprehensive general liability insurance (occurrence form)** insuring the Renter for its operations at the rented premises in connection with this Rental Agreement with minimum limits not less than \$1,000,000 combined single limit (Bodily Injury and Property Damage). This insurance shall be issued by an insurance company

duly authorized and licensed to do business in the State of Florida and must be rated no less than class "A" as to financial stability and no less than class "II" as to financial size. **IF REQUIRED, IT IS AGREED THAT NO LATER THAN FIVE DAYS BEFORE THE EVENT BEGINS RENTER SHALL FURNISH CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES. ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE TOWN OF PALM BEACH SHORES IS AN ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE RENTER UNDER THIS AGREEMENT.** All required insurance policies shall preclude any underwriters' rights of recovery or subrogation against PBS with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

Insurance Required: X **Insurance Not Required:**

INDEMNIFICATION, HOLD HARMLESS, RELEASE OF LIABILITY

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

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

ATTORNEY'S FEES

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

ASSIGNMENT

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

AUTHORITY TO BIND RENTER(S)

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

DEFAULT BY RENTER

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

ENTIRE AGREEMENT

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

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

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

TOWN OF PALM BEACH SHORES:

RENTER:

Date: _____

Date: May 14, 2021

By: _____
Authorized Representative Signature

By: 
Authorized Representative Signature

By: _____
Authorized Representative Printed

By: Pamela Carman
Authorized Representative Printed

**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%
1/31/2021	\$ 5,047,525	\$ 5,517,240	\$ 591,168	\$ 3,960,152	72%
2/28/2021	\$ 4,795,384	\$ 5,517,240	\$ 250,348	\$ 4,210,500	76%
3/31/2021	\$ 4,556,169	\$ 5,517,240	\$ 163,710	\$ 4,374,210	79%
4/30/2021	\$ 4,247,522	\$ 5,517,240	\$ 336,516	\$ 4,710,726	85%
4/30/2020	\$ 4,223,150	\$ 5,575,352	\$ 223,557	\$ 4,542,109	81%
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%
1/31/2021	\$ 5,517,240	\$ 375,940	\$ 6,232	\$ 382,172	\$ 1,951,431	35%
2/28/2021	\$ 5,517,240	\$ 502,808	\$ (150,568)	\$ 352,240	\$ 2,303,672	42%
3/31/2021	\$ 5,517,240	\$ 403,750	\$ 28,481	\$ 432,232	\$ 2,735,903	50%
4/30/2021	\$ 5,517,240	\$ 594,596	\$ 8,198	\$ 602,794	\$ 3,338,697	61%
4/30/2020	\$ 5,575,352	\$ 606,087	\$ (18,682)	\$ 624,769	\$ 3,272,639	59%
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.

Budget Amendment #2 was approved at the April 2021 Commission meeting.

Town of Palm Beach Shores
Budget Summary Report
April 2021

				<i>Apr Benchmark</i>	<i>58.3%</i>
	BUDGET	YTD	Favorable(Unfav)	%	
REVENUE					
Revenue (without appr'd F/B)	\$ 5,217,658.00	\$ 4,710,725.76	\$ (506,932.24)	90.3%	
Appropriated Fund Balance	299,582.00	-	(299,582.00)		
TOTAL REVENUE	\$ 5,517,240.00	\$ 4,710,725.76	\$ (806,514.24)	85.4%	
EXPENDITURES BY DEPARTMENT					
		% of total		% of total	
Administration	\$ 468,689.00	8%	\$ 270,694.85	8%	\$ 197,994.15 57.8%
Legal	135,800.00	2%	65,903.49	2%	69,896.51 48.5%
Public Works	335,288.00	6%	186,505.68	6%	148,782.32 55.6%
Police	1,681,907.00	30%	1,115,396.55	33%	566,510.45 66.3%
Fire	697,084.00	13%	353,534.53	11%	343,549.47 50.7%
Building	217,151.00	4%	153,759.11	5%	63,391.89 70.8%
Emergency Disaster	-	0%	1,562.79	0%	(1,562.79) 0.0%
Solid Waste	203,500.00	4%	110,675.14	3%	92,824.86 54.4%
Legislative	18,487.00	0%	5,874.88	0%	12,612.12 31.8%
Streets/Storm Sewers	24,125.00	0%	11,627.56	0%	12,497.44 48.2%
Parks	149,542.00	3%	80,240.56	2%	69,301.44 53.7%
Beach	101,221.00	2%	53,389.94	2%	47,831.06 52.7%
Lift Stations/Sewer Service	22,975.00	0%	19,084.75	1%	3,890.25 83.1%
Contingencies	41,681.00	1%	-	0%	41,681.00 0.0%
Debt Service	495,855.00	9%	495,854.58	15%	0.42 100.0%
Emergency Medical Services	341,603.00	6%	198,224.34	6%	143,378.66 58.0%
Community Center	39,440.00	1%	23,585.62	1%	15,854.38 59.8%
Risk Management	123,100.00	2%	97,822.50	3%	25,277.50 79.5%
Capital	419,792.00	8%	94,960.17	3%	324,831.83 22.6%
TOTAL EXPENDITURES	\$ 5,517,240.00		\$ 3,338,697.04		\$ 2,178,542.96 60.5%
CHANGE IN FUND BALANCE					
	-		1,372,028.72		1,372,028.72

Explanation of Variances:

Police - PBSO is paid monthly in advance.

Building - October includes the demo of 124 Cascade (\$14k), fire inspections complete, debt service on vehicle now used by code enforcement.

Emergency Disaster - these are costs for the closed POD to administer the covid vaccine.

Parks - Monthly lawn service is paid in advance; unanticipated removal of 2 diseased trees on the parkway.

Lift Stations/Sewer Service - Sewer line cleanouts (\$10k) on Claremont & Bravado.

Community Center - terminte tenting complete.

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

Town of Palm Beach Shores
Disbursements - March 2021

Check #	Type	Date	Vendor Name	Amount
2741	C	4/1/2021	861 BrightView Landscape Services, Inc.	\$ 7,065.16
2742	C	4/1/2021	52 Comcast	\$ 41.45
2743	C	4/1/2021	863 Diversified Building Department Management	\$ 5,178.75
2744	C	4/1/2021	893 Florida Bolt	\$ 403.00
2745	C	4/1/2021	116 GateHouse West Palm Beach - Adv	\$ 271.76
2746	C	4/1/2021	917 Lancier Castro	\$ 33.15
2747	C	4/1/2021	11 Nationwide Retirement Solutions	\$ 260.00
2748	C	4/1/2021	16 Palmdale Oil Company, Inc.	\$ 411.12
2749	C	4/1/2021	836 RIPPrint, LLC	\$ 598.50
2750	C	4/1/2021	484 Shred-It, c/o Stericycle, Inc.	\$ 97.83
2751	C	4/1/2021	881 South Central Planning & Development Commission	\$ 1,833.33
2752	C	4/1/2021	586 The Standard Insurance Company	\$ 334.65
2753	C	4/1/2021	318 U.S. Flagpole, Inc.	\$ 1,595.00
2754	C	4/1/2021	640 Ward-Damon Attorney	\$ 702.25
2755	C	4/8/2021	823 AT&T Mobility	\$ 34.99
2756	C	4/8/2021	47 Board of County Commissioners	\$ 716.05
2757	C	4/8/2021	13 City Maintenance Supply	\$ 832.62
2758	C	4/8/2021	928 End of the Line, Inc.	\$ 106.25
2759	C	4/8/2021	746 Essential Net Solutions	\$ 1,128.96
2760	C	4/8/2021	65 Federal Background Services, Inc.	\$ 1,150.00
2761	C	4/8/2021	78 FL Fire Chief's Association	\$ 125.00
2762	C	4/8/2021	75 FL Municipal Insurance Trust	\$ 666.00
2763	C	4/8/2021	80 FL Public Utilities	\$ 154.78
2764	C	4/8/2021	89 Home Depot Credit Svcs	\$ 1,680.26
2765	C	4/8/2021	659 Image Janitorial Services, Inc.	\$ 2,050.00
2766	C	4/8/2021	682 Meyers Turf LLC	\$ 388.00
2767	C	4/8/2021	858 Palm Beach County Sheriff's Office	\$ 137,364.83
2768	C	4/8/2021	196 Performance NAPA	\$ 33.32
2769	C	4/8/2021	625 Revize LLC	\$ 1,900.00
2770	C	4/8/2021	821 Robert Villagomez	\$ 180.00
2771	C	4/8/2021	365 Sherwin-Williams	\$ 1,455.14
2772	C	4/8/2021	100 Toshiba Business Solutions	\$ 366.35
2773	C	4/8/2021	592 Trevor Steedman	\$ 81.46
2774	C	4/8/2021	101 Verizon Wireless	\$ 55.77
2775	C	4/8/2021	104 Waste Management	\$ 11,487.97
2776	C	4/8/2021	110 Xpert elevator Services, Inc.	\$ 795.66
2777	C	4/15/2021	737 AT&T	\$ 267.31
2778	C	4/15/2021	47 Board of County Commissioners	\$ 129.25
2779	C	4/15/2021	129 Cathy Breese	\$ 550.00
2780	C	4/15/2021	32 City of Riviera Beach	\$ 2,922.58
2781	C	4/15/2021	659 Image Janitorial Services, Inc.	\$ 290.00
2782	C	4/15/2021	917 Lancier Castro	\$ 68.33
2784	C	4/15/2021	821 Robert Villagomez	\$ 25.68
2785	C	4/15/2021	516 Schmidt Nichols	\$ 431.25
2786	C	4/15/2021	375 Simmons & White, Inc.	\$ 3,195.00
2787	C	4/15/2021	99 Torcivia, Donlon, Goddeau and Ansay, PA	\$ 999.00
2788	C	4/15/2021	100 Toshiba Business Solutions	\$ 215.66
2789	C	4/15/2021	640 Ward-Damon Attorney	\$ 1,488.77
2790	C	4/15/2021	131 WEX BANK	\$ 651.58
2791	C	4/23/2021	29 Alphagraphics of the Palm Beaches	\$ 177.71
2792	C	4/23/2021	107 Davis and Ashton, P.A.	\$ 19,336.20

Town of Palm Beach Shores
Disbursements - March 2021

Check #	Type	Date	Vendor Name	Amount
2793	C	4/23/2021	71 FL Power & Light	\$ 2,423.72
2794	C	4/23/2021	886 Henry Schein, Inc.	\$ 74.61
2795	C	4/23/2021	16 Palmdale Oil Company, Inc.	\$ 417.67
2796	C	4/23/2021	911 AT&T	\$ 881.70
2797	C	4/23/2021	516 Schmidt Nichols	\$ 10,506.25
2798	C	4/23/2021	643 Suntrust Bank	\$ 936.26
2799	C	4/23/2021	586 The Standard Insurance Company	\$ 334.65
2800	C	4/23/2021	103 Comp Benefits	\$ 104.68
2801	C	4/23/2021	104 Waste Management	\$ 2,990.65
2802	C	4/29/2021	114 Albatross Supply	\$ 1,124.45
2803	C	4/29/2021	29 Alphagraphics of the Palm Beaches	\$ 45.20
2804	C	4/29/2021	556 Armchem International	\$ 761.80
2805	C	4/29/2021	491 Dilo Fire Sprinkler, Inc.	\$ 385.00
2806	C	4/29/2021	746 Essential Net Solutions	\$ 500.00
2807	C	4/29/2021	886 Henry Schein, Inc.	\$ 15.66
2808	C	4/29/2021	679 Keehn Emergency Medical Services, Inc	\$ 1,500.00
2809	C	4/29/2021	682 Meyers Turf LLC	\$ 50.00
2810	C	4/29/2021	14 Nowlen, Holt & Miner, P.A.	\$ 4,625.00
2811	C	4/29/2021	926 Pat LaRosa	\$ 120.00
2812	C	4/29/2021	30 Poly Systems Company	\$ 714.00
2813	C	4/29/2021	771 Rocky's Pool Service, Inc.	\$ 418.92
2814	C	4/29/2021	484 Shred-It, c/o Stericycle, Inc.	\$ 199.16
2815	C	4/29/2021	375 Simmons & White, Inc.	\$ 1,127.50
2816	C	4/29/2021	592 Trevor Steedman	\$ 81.46
ADP, LLC	E	4/23/2021	697 ADP, LLC	\$ 222.05
ADP Taxes	E	4/9/2021	ADP Taxes	\$ 8,810.26
ADP Taxes	E	4/23/2021	ADP Taxes	\$ 8,391.42
ADP Wages	E	4/9/2021	ADP Wages	\$ 26,805.66
ADP Wages	E	4/23/2021	ADP Wages	\$ 25,467.29
Blue Cross Blue Shield of Florida, Inc.	E	4/8/2021	127 Blue Cross Blue Shield of Florida, Inc.	\$ 10,891.05
Blue Cross Blue Shield of Florida, Inc.	E	4/29/2021	127 Blue Cross Blue Shield of Florida, Inc.	\$ 13,474.57
CenterState Bank	E	4/1/2021	CenterState Bank - loan payment	\$ 227,266.68
CenterState Bank	E	4/1/2021	CenterState Bank - loan payment	\$ 20,660.61
FRS	E	4/2/2021	172 FRS	\$ 10,809.48
				\$ 595,465.09

General Fund	\$ 594,595.53
Underground Utilities Fund	\$ 869.56
Total	\$ 595,465.09

Note - Underground Utilities disbursements include supplemental employment payments to Welch.

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	18,281.56	6,982.50	2,690.69	27,954.75
Jan-21	15,176.96	9,650.12	2,890.57	27,717.65
Feb-21	13,290.31	10,153.50	2,687.99	26,131.80
Mar-21	18,192.62	8,210.84	2,314.49	28,717.95
Apr-21				-
May-21				-
Jun-21				-
Jul-21				-
Aug-21				-
Sep-21				-
YTD Total	104,272.25	51,094.95	14,621.43	169,988.63

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
1/27/2021	December 2020	\$ 6,381.85
2/5/2021	4Q adjustment	\$ 2,767.42
2/26/2021	January 2021	\$ 7,632.21
3/29/2021	February 2021	\$ 6,655.91
4/26/2021	March 2021	\$ 6,434.32
Total current year receipts		\$ 42,265.34

Current Year Expenditures:

\$ -

Accumulated (unspent) Discretionary Sales Tax as of 4/30/21	\$ 333,751.81
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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	\$ 9,704	\$ 15,683	\$ (5,979)	\$ (47,164)
2/28/2021	\$ 5,757	\$ 20,119	\$ (14,362)	\$ (61,526)
3/31/2021	\$ 11,673	\$ 15,927	\$ (4,254)	\$ (65,780)
4/30/2021				
5/31/2021				
6/30/2021				
7/31/2021				
8/31/2021				
9/30/2021				
	\$ 63,988	\$ 129,768	\$ (65,780)	

Other related revenues:

Bldg Permit State Surcharge	\$ 1,629
Fire Inspection Fees	\$ 1,715
Code Enf Admin Cost Reimb	\$ 7,640
Site Plan / Variance Fees	\$ 7,012
Land Development Costs	\$ 201
Town Code & Ordinance Fines	\$ 18,678
Net Building	\$ (28,906)

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

Town of Palm Beach Shores
Underground Utilities
as of 4/30/21

	COST	TOTAL	Remaining	P R O J E C T E D	
	ESTIMATE	as of 3/31/21	Costs	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	\$ 81,496.05	\$ 8,503.95	\$ 90,000.00	\$ (10,000.00)
Construction - Viking	\$ 4,336,460	\$ 4,236,460.00	\$ 100,000.00	\$ 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	\$ 5,386,687.79	\$ 635,294.76	\$ 6,021,982.55	\$ (21,982.55)
Net Change in Fund Balance	\$ -	\$ 613,312.21	\$ (635,294.76)	\$ (21,982.55)	\$ (21,982.55)

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.



Mayor Fiers and Town Commissioners
April Statistics for the Mayor Commission meeting.

The statistic for the month of April are attached.

Arrests/Detentions

- One mental health detention was made after a person was found in the middle of Ocean Avenue sitting in an Indian pose. Investigation revealed the need for mental health intervention, he was brought to the Hospital to obtain the help needed.
- A man walking the parkway observed the sheriff's office door and turned himself in for an outstanding warrant from Lake county. He was brought to the detention facility for processing and to await extradition.
- Deputies were called to a report of a disturbance in the 100 block of Bravado Lane, the investigation ended with the arrest of one subject. Unfortunately, the subject resisted arrest and our deputy was injured and taken to the hospital. The deputy remains on light duty at district 3 detective bureau. We continue to cover his shift with overtime.

Our deputies were called to a male who was found on an area hotel parking lot pergola, he was found to be deceased. Detectives were called to the scene; it was believed to be a suicide but that determination will lay with the Medical Examiner. PBSFD was able to remove the man from the pergola.

All enjoyed the 4 therapy dogs that were brought to the towns parkway to learn what they do and meet the dogs and their handlers. Give a ways and food were also on hand.

PBSO Infra-structure team arrived at town hall to ascertain our security needs in the office. Panic button areas were located and soon will be installed. As with the new cameras there is no charge to the town.

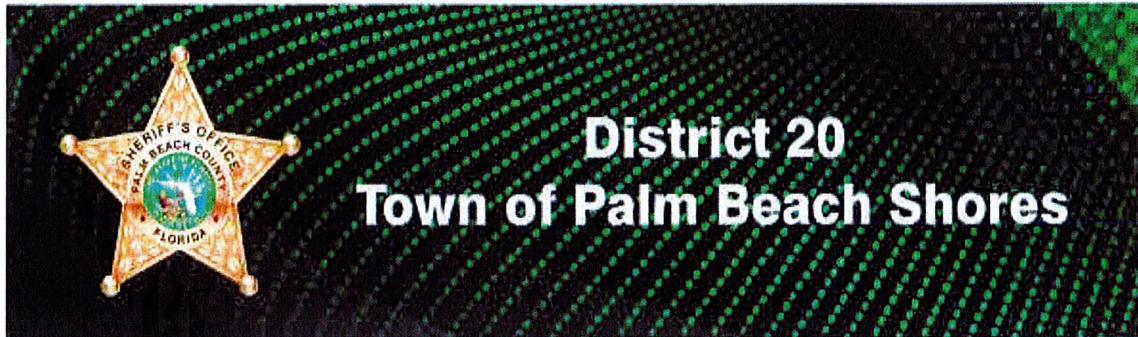
I attended a meeting at FAU with all North county commanders and Colonel Araujo to speak with a committee on police involvement. Some Palm Beach Shores residents attended the meeting at FAU in Jupiter.

Our deputies attended the POA meet and greet events which all went very well.

PBSO has completed the installation of the 2 camera projects in town. The first project this month (May) was the town beach parking lot and the first floor of the community center. The second project was at the intersection of Ocean Avenue and Lake Drive.

Photographs of the project follow:

As usual any questions or concerns please let me know.
Sergeant Steven Langevin



April - 2021 - Monthly Strategic Report

CAD Calls	Monthly Totals
Business / Residence Checks (Self-Initiated)	4336
Traffic Stops (Self-Initiated)	53
Calls for Service (Excluding 1050's & 1061's)	144
All CAD Calls - Total	4533

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 4533 generated calls within the district. 97% 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
18	40	12

Arrest and NTA Statistics

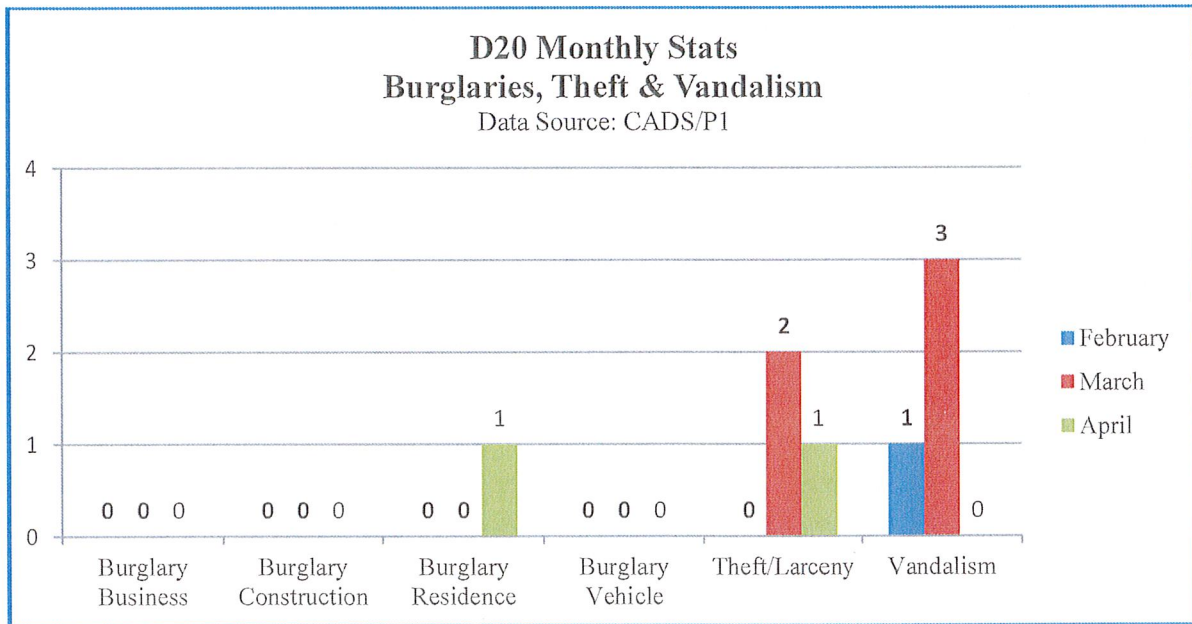
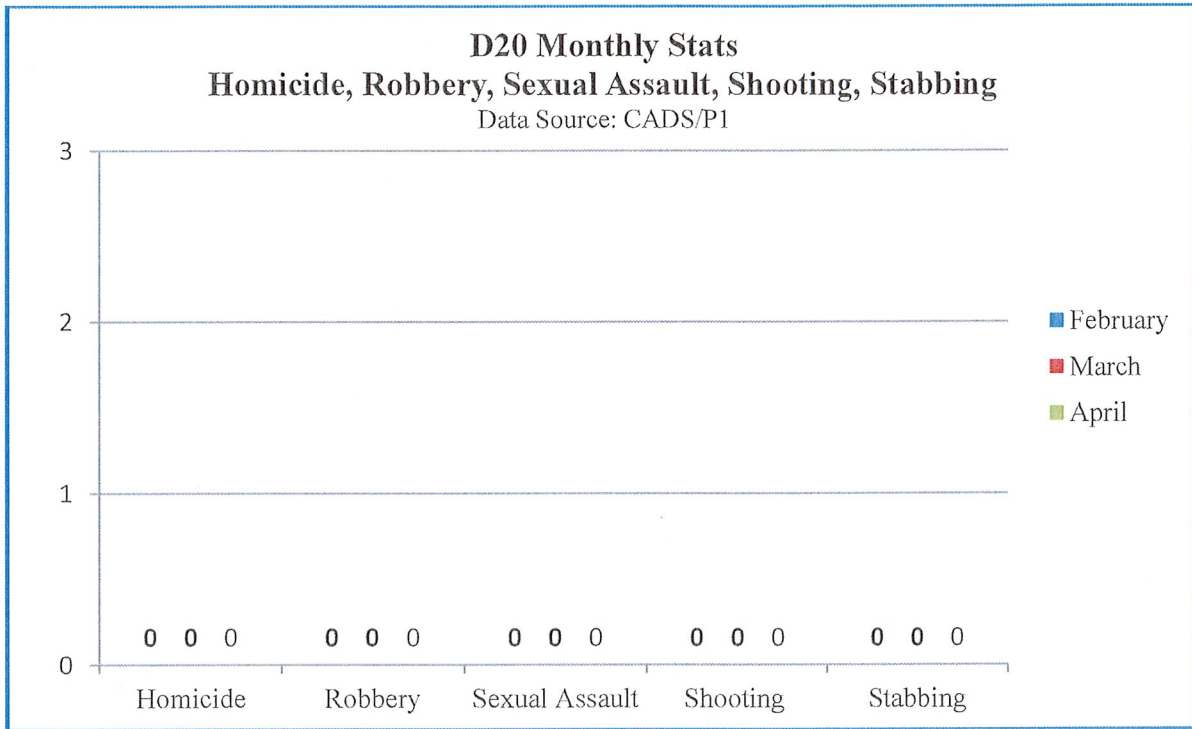
Arrest Data
Arrests & Notice to Appear (NTA) within District 20
Total Count - 2

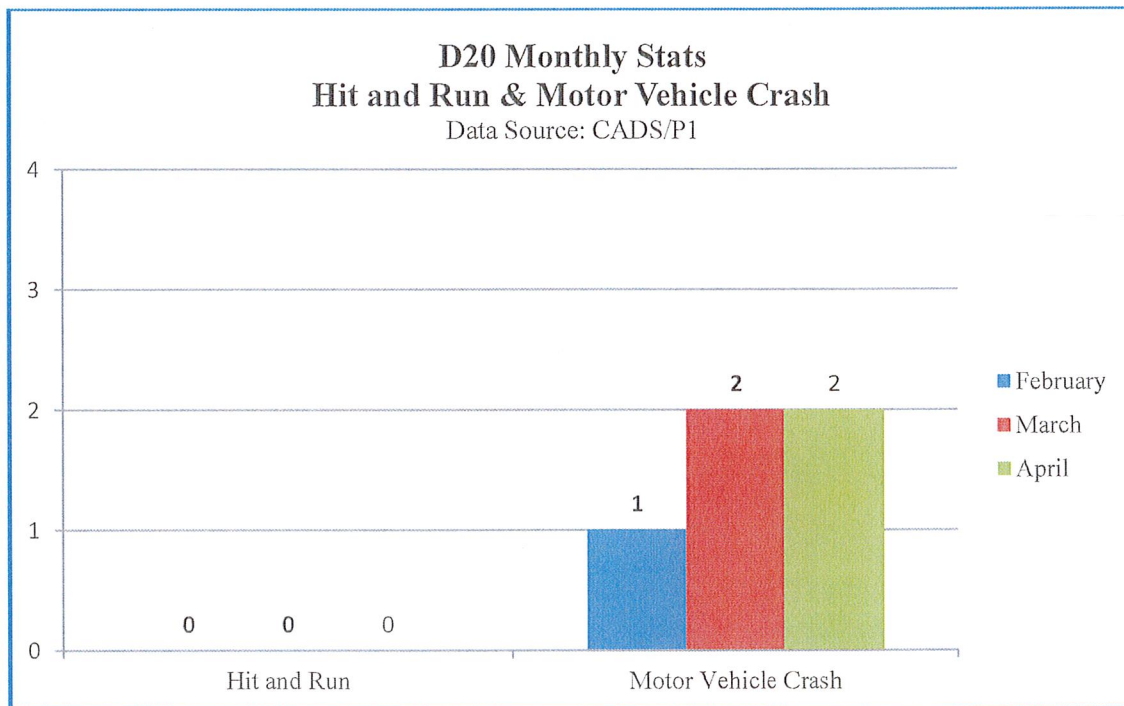
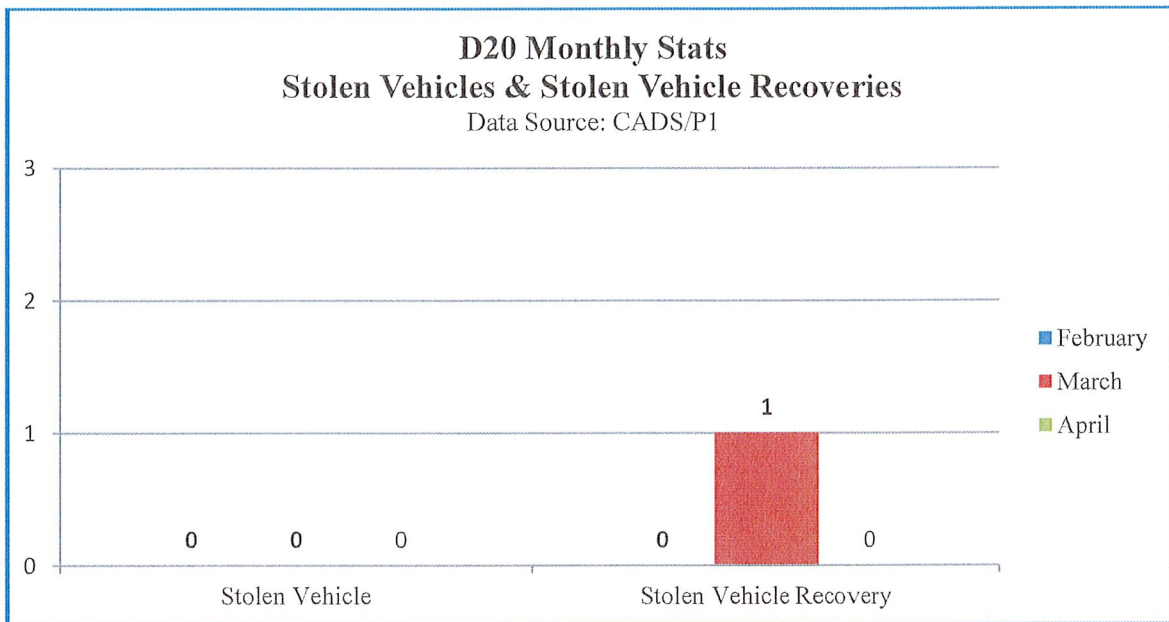
Data Source: CADS/Premier 1

RPT#	SIGNAL	NEIGHBORHOOD	COMMONPLACE	LOCATION
21051854	18			101 BRAVADO LN
21057352	1049		DIST20	247 EDWARDS LN

DATA ANALYSIS

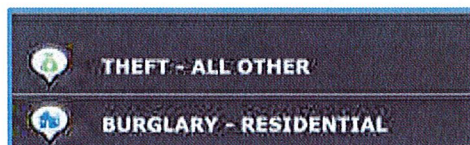
The data included in this report is charted and graphed to illustrate and compare changes over a specific time period. These charts and graphs are utilized to assist in determining crime trends and to measure enforcement efforts. This data is utilized in conjunction with other analysis to develop directed 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.





District 20 Map of Activity

Data: Source: CrimeView Dashboard



FIR MAP

4 Records Plotted in CrimeView Dashboard.



(4) 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
202100421584	1050	1050 - Vehicle Stop	04/29/2021 22:55:02	20-11	142 Lake Dr	Self Initiate	20B11	36199	2	
202100406943	1050	1050 - Vehicle Stop	04/25/2021 19:56:13	20-11	Marriott Ocean Pointe - Dolphin (61 Ocean Ave), Apt. 6701	Self Initiate	20B11	3931	2	
202100397470	1050	1050 - Vehicle Stop	04/22/2021 21:39:39	20-11	Ocean Ave / Sandal Ln	Self Initiate	20B11	36199	2	
202100393829	1050	1050 - Vehicle Stop	04/21/2021 22:42:52	20-11	Lake Dr / Bamboo Rd	Self Initiate	20B11	36199	2	
202100390882	1050	1050 - Vehicle Stop	04/21/2021 05:32:04	20-11	Marriott Ocean Pointe - Welcome Center (71 Ocean Ave)	Self Initiate	20B11	36199	2	
202100382059	1050	1050 - Vehicle Stop	04/18/2021 14:30:24	20-11	143 Lake Dr	Self Initiate	20A13	36199	2	
202100381761	1061	1061 - Business / Residence Check	04/18/2021 12:13:27	20-11	90 Edwards Ln	Mdt	20A12	36151	5	
202100372160	1050	1050 - Vehicle Stop	04/15/2021 14:18:02	20-11	Approx Loc:392 Blossom Ln	Mdt	MTR11	9458	2	
202100372078	1050	1050 - Vehicle Stop	04/15/2021 13:52:49	20-11	Approx Loc:382 Bamboo Rd	Mdt	MTR11	9458	2	
202100371967	1050	1050 - Vehicle Stop	04/15/2021 13:21:26	20-11	Approx Loc:382 Blossom Ln	Mdt	MTR11	9458	2	
202100371913	1050	1050 - Vehicle Stop	04/15/2021 13:01:19	20-11	Approx Loc:395 Blossom Ln	Mdt	MTR11	9458	2	
202100371805	1050	1050 - Vehicle Stop	04/15/2021 12:33:32	20-11	Approx Loc:184 Lake Dr	Mdt	MTR11	9458	2	
202100371715	1050	1050 - Vehicle Stop	04/15/2021 12:02:23	20-11	Approx Loc:316 Blossom Ln	Mdt	MTR11	9458	2	
202100349374	68	68 - Police Service Call	04/09/2021 11:04:32	20-11	168(180) Blk Lake Dr	Phone	20A11	28985	4	
202100349052	1050	1050 - Vehicle Stop	04/09/2021 09:39:00	20-11	Lake Dr / Bamboo Rd	Self Initiate	MTR15	7580	2	
202100340939	68	68 - Police Service Call	04/07/2021 07:44:16	20-11	180 Lake Dr	Phone	20A11	36151	4	
202100329194	1050	1050 - Vehicle Stop	04/03/2021 22:23:03	20-11	Marriott Ocean Pointe - Welcome Center (71 Ocean Ave)	Self Initiate	20B12	36150	2	
202100327603	68	68 - Police Service Call	04/03/2021 12:10:44	20-11	Shore Place (106 Linda Ln)	Phone	20A11	36151	4	

18 Record(s)



Palm Beach County Sheriff's Office
Incident Search

Total Incidents Listed

18



Palm Beach County Sheriff's Office
Incident Search

Incident	Type	Incident Type Description	Date	Beat	Location	Source	Unit	Officer	Priority	Report
202100417533	1050	1050 - Vehicle Stop	04/28/2021 21:12:18	20-11	Lake Dr / Edwards Ln	Self Initiate	20B11	36199	2	2
202100416605	1050	1050 - Vehicle Stop	04/28/2021 16:02:17	20-11	Lake Dr / Blossom Ln	Self Initiate	20A13	24636	2	2
202100414173	1050	1050 - Vehicle Stop	04/28/2021 01:22:07	20-11	Marriott Ocean Pointe - Dolphin (61 Ocean Ave)	Self Initiate	20B11	36199	2	2
202100409469	1050	1050 - Vehicle Stop	04/26/2021 15:46:44	20-11	312 Blossom Ln	Self Initiate	20A21	9576	2	2
202100396995	1050	1050 - Vehicle Stop	04/22/2021 19:09:38	20-11	Lake Dr / Bamboo Rd	Self Initiate	20B11	36199	2	2
202100393714	1050	1050 - Vehicle Stop	04/21/2021 22:07:13	20-11	Lake Dr / Bamboo Rd	Self Initiate	20B11	36199	2	2
202100389762	1050	1050 - Vehicle Stop	04/20/2021 20:49:15	20-11	Lake Dr / Cascade Ln	Self Initiate	20B11	36199	2	2
202100386348	1050	1050 - Vehicle Stop	04/19/2021 23:28:55	20-11	Sailfish Marina - Restaurant (98 Lake Dr)	Self Initiate	20B11	36199	2	2
202100385322	68	68 - Police Service Call	04/19/2021 15:50:16	20-11	224 Inlet Way	Self Initiate	20A12	8235	4	4
202100382416	1050	1050 - Vehicle Stop	04/18/2021 17:03:13	20-11	Atlantic Ave / Tacoma Ln	Self Initiate	20A21	9576	2	2
202100378888	1050	1050 - Vehicle Stop	04/17/2021 14:25:48	20-11	Ocean Ave / Tacoma Ln	Self Initiate	20A12	9576	2	2
202100369390	1050	1050 - Vehicle Stop	04/14/2021 21:04:39	20-11	Sandal Ln / Lake Dr	Self Initiate	20B11	36199	2	2
202100365634	1050	1050 - Vehicle Stop	04/13/2021 23:02:45	20-11	100 Blk Blossom Ln	Self Initiate	20B11	36199	2	2
202100361171	1050	1050 - Vehicle Stop	04/12/2021 19:58:22	20-11	Sailfish Marina - Restaurant (98 Lake Dr)	Self Initiate	20B11	36199	2	2
202100329394	1050	1050 - Vehicle Stop	04/03/2021 23:32:27	20-11	Lake Dr / Bamboo Rd	Self Initiate	20B11	36199	2	2
202100329097	1050	1050 - Vehicle Stop	04/03/2021 21:51:06	20-11	Lake Dr / Edwards Ln	Self Initiate	20B11	36199	2	2
202100327567	1050	1050 - Vehicle Stop	04/03/2021 11:54:11	20-11	Marriott Ocean Pointe - Welcome Center (71 Ocean Ave)	Self Initiate	20A21	9576	2	2

17 Record(s)



Palm Beach County Sheriff's Office
Incident Search

Total Incidents Listed

17

Palm Beach County Sheriff's Office
Incident Search



Incident	Type	Incident Type Description	Date	Beat	Location	Source	Unit	Officer	Priority	Report
2021004235256	1050	1050 - Vehicle Stop	04/30/2021 23:31:15	20-11	100 Edwards Ln	Self Initiate	20B11	36199	2	
202100421038	1050	1050 - Vehicle Stop	04/29/2021 19:40:10	20-11	Palm Beach Shores Resort (181 Ocean Ave)	Self Initiate	20B11	36199	2	
202100420979	1050	1050 - Vehicle Stop	04/29/2021 19:18:54	20-11	Lake Dr / Tacoma Ln	Self Initiate	20B11	36199	2	
202100413831	1050	1050 - Vehicle Stop	04/27/2021 22:56:31	20-11	Lake Dr / Bamboo Rd	Self Initiate	20B11	36199	2	
202100412743	1050	1050 - Vehicle Stop	04/27/2021 16:07:45	20-11	Edwards Ln / Ocean Ave	Self Initiate	20A21	9576	2	
202100393313	1050	1050 - Vehicle Stop	04/21/2021 19:55:47	20-11	200(300) Blk Blossom Ln	Self Initiate	20B11	36199	2	
202100389578	1050	1050 - Vehicle Stop	04/20/2021 19:45:59	20-11	Lake Dr / Cascade Ln	Self Initiate	20B11	36199	2	
202100386298	1050	1050 - Vehicle Stop	04/19/2021 23:07:45	20-11	Ocean Ave / Sandal Ln	Self Initiate	20B11	36199	2	
202100386255	1050	1050 - Vehicle Stop	04/19/2021 22:50:27	20-11	Lake Dr / Bamboo Rd	Self Initiate	20B11	36199	2	
202100381794	1050	1050 - Vehicle Stop	04/18/2021 12:34:11	20-11	Lake Dr / Cascade Ln	Self Initiate	20A13	36199	2	
202100375069	1050	1050 - Vehicle Stop	04/16/2021 11:45:47	20-11	Approx Loc:368 Sandal Ln	Mdt	MTR15	7580	2	
202100372100	1050	1050 - Vehicle Stop	04/15/2021 13:59:54	20-11	Approx Loc:190 Lake Dr	Mdt	MTR11	9458	2	
202100372022	1050	1050 - Vehicle Stop	04/15/2021 13:40:12	20-11	Approx Loc:178 Lake Dr	Mdt	MTR11	9458	2	
202100364029	1050	1050 - Vehicle Stop	04/13/2021 13:43:31	20-11	Ocean Ave / Bamboo Rd	Self Initiate	3TRF13	9621	2	
202100363995	1050	1050 - Vehicle Stop	04/13/2021 13:31:43	20-11	Lake Dr / Cascade Ln	Self Initiate	3TRF12	8777	2	
202100357844	1050	1050 - Vehicle Stop	04/11/2021 21:07:34	20-11	Lake Dr / Sandal Ln	Self Initiate	20B11	36199	2	
202100355841	1050	1050 - Vehicle Stop	04/05/2021 22:44:12	20-11	Lake Dr / Tacoma Ln	Self Initiate	20B11	36199	2	
202100355500	1050	1050 - Vehicle Stop	04/05/2021 21:24:41	20-11	Sailfish Marina - Restaurant (98 Lake Dr)	Self Initiate	20B11	36199	2	
202100354519	1050	1050 - Vehicle Stop	04/05/2021 14:56:44	20-11	90 Lake Dr	Self Initiate	20A13	24636	2	
202100354468	1050	1050 - Vehicle Stop	04/05/2021 14:41:39	20-11	Sailfish Marina - Restaurant (98 Lake Dr)	Self Initiate	20A13	24636	2	
202100329422	1050	1050 - Vehicle Stop	04/03/2021 23:41:43	20-11	Lake Dr / Blossom Ln	Self Initiate	20B11	36199	2	
202100328725	1050	1050 - Vehicle Stop	04/03/2021 19:44:23	20-11	Lake Dr / Bravado Ln	Self Initiate	20B12	36150	2	
202100328389	1050	1050 - Vehicle Stop	04/03/2021 17:56:03	20-11	Ocean Ave / Edwards Ln	Self Initiate	20B12	36150	2	

23 Record(s)

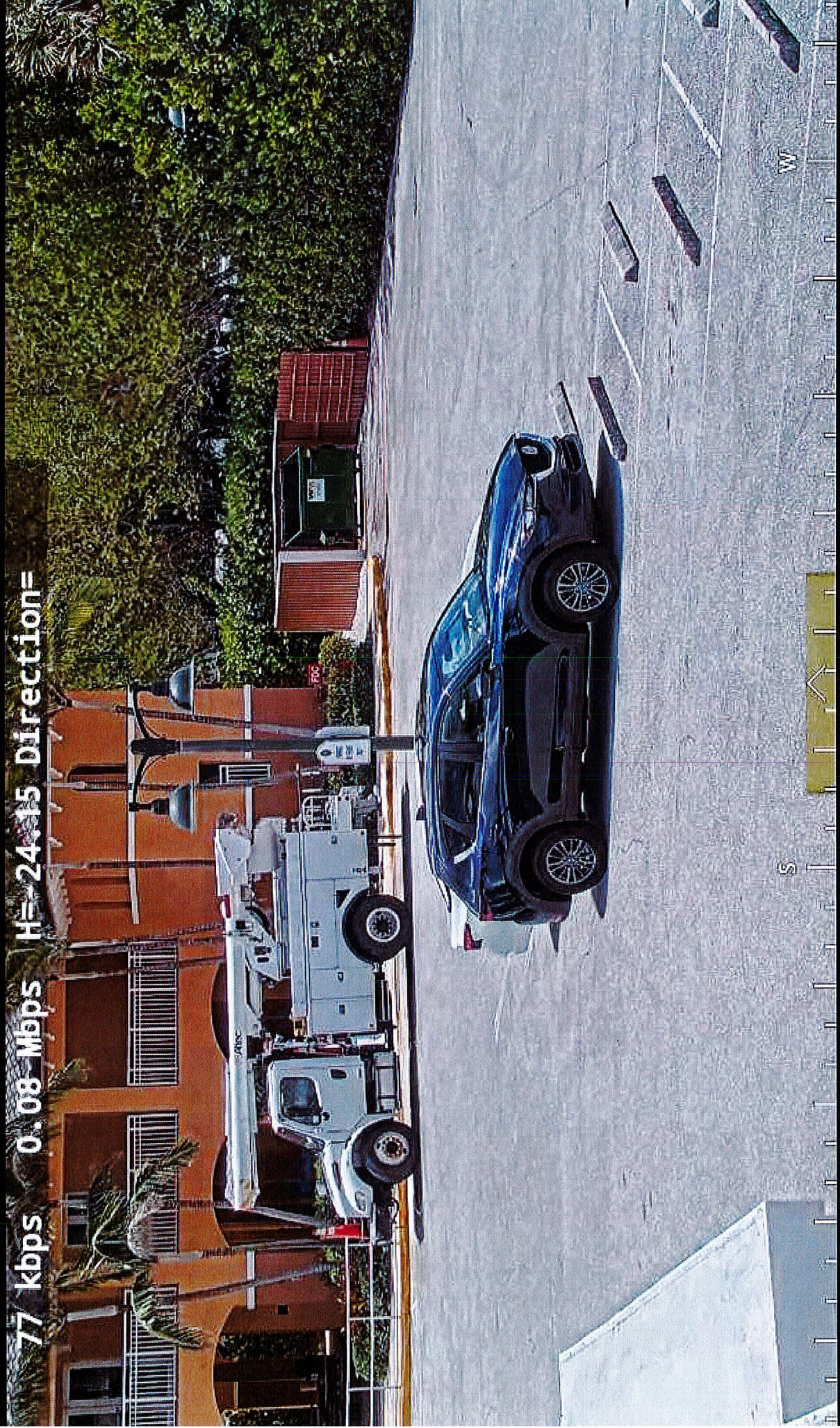


Palm Beach County Sheriff's Office
Incident Search

Total Incidents Listed

23

77 kbps 0.08 Mbps H=24.15 Direction=



PBS - 90 Edwards Ln - Community Center - Main Bldg - Camera 1

0 kbps 0.00 Mbps Direction=???



PBS - 90 Edwards Ln - Community Center - Main Bldg - Camera 3

0 kbps 0.00 Mbps Direction=???



274 kbps 0.27 Mbps H=-24.15 Direction=



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

21 April 2021 – 20 May 2021

- 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

- All Equipment is in service at the time of this report.

BEACH & WATER CONDITIONS

- Water quality listed as “Good” at the time of this report.
- Derelict vessel M/V *Sue Sez* has been removed from the water and destroyed.

OFFICE OF EMERGENCY MANAGEMENT

COVID-19:

- COVID-19 Closed Point of Distribution (POD)
 - The State’s vaccine distribution strategy continues to focus on the pharmacy-based system. The State is evaluating Municipal/Fire Service PODs for distribution to homebound and special designation populations.
 - Vaccinations will be distributed in accordance with the modifications outlined in the Governor's orders.

The PBS Office of Emergency Management is in regular communication with Local, County, Regional and State authorities and provides regular updates to the Community via email distribution and Town Newsletter.

- **Comprehensive Emergency Operations Plan (CEOP) - Ongoing**
 - 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



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

21 April 2021 – 20 May 2021

- Facilitate grant opportunities and streamline FEMA reimbursement efforts
- **Continuity of Operations Plan (COOP) - Ongoing**
 - 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 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.
 - Container for Community Emergency Supply Cache arrives Tuesday May 25
 - Coordinated with Code Enforcement to complete the required After Action Report on Annual Emergency Tabletop Exercise - Flood Mitigation
- **Incident Action Plans (IAP's) – As Needed**
 - 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.

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

21 April 2021 – 20 May 2021

Calls for Service Activity

FIRE / EMS	TOTAL CALLS FOR SERVICE	28 (Fire: 03) (Medical: 25)
	LAST REPORTING PERIOD	41 (Fire: 07) (Medical: 34)
	PERCENTAGE OF INCREASE / DECREASE	(Total: - 31.7 %) (Fire: -57.1 %) (Medical: - 26.47 %)

OCEAN RESCUE (April)	Rescue Report	Rescues: 00 Assists: 01 Vessel Assists: 00
	Prevention & Education	Contacts: 292
	First Aid Provided	Occurrences (Minor): 42

Training & Continuing Education Summary

TRAINING & DRILLS	DATE	TIME	LOCATION	TYPE			NATURE	STAFFING	NOTES
				FIRE	RESCUE	EMS			
	27 Apr 2021	1830	Community Center	X	X	X	Special Extrication Incidents	28	Classroom
	11 May 2021	1830	Station 80	-	X	X	Power Tool Safety & Review	23	Hands-On
	18 May 2021	1830	Station 80	X	X	X	Cutting Operations	22	Hands-On
	Formal Training Drills – 03								
	Personnel Participation – 73								
	Personnel Training Hours – 219.								



Public Works Department

Item #: 5 b 3.

Monthly Status Report

May 2021

Community Center:

1. Receiving quotes to paint the exterior of the building and the first-floor concrete deck including bathrooms.
2. 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.
3. 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. Still in progress.
2. 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.
3. 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 has been completed. The Liner was completed on Friday, February 12, 2021. Third and final step: Installing the tidal valve with extension pipe. The valve has shipped from Sweden and arrived at the contractor's facility on Tuesday, May 11, 2021 at 10:30 am. The Tidal vale is scheduled for installation on May 24th & 25th, 2021.
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. Assisted PBSO with the installation of the new surveillance cameras located at the Beach Parking Lot, Community Center 1st floor, and the intersection of Ocean Ave and Inlet Way.
5. 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. Scheduling to perform maintenance on the check valves and bypass valves Lift Stations #01 & #02.
3. Scheduling to receive quotes to replace the 8-inch riser pipes in the wet well of the Lake Drive Lift Station #01. Possible piggyback contract available for project.
4. 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. Still in progress due to more research required.
2. The Fire Departments Annex Roof is scheduled to be replaced in the last week of May 2021. The delay is due to a shortage in roof materials, contractor's workload, and project delays.
3. The Public Works Staff will perform the required repairs to the Police Departments roof due to acquiring roof leaks in various locations. The materials used will be a silicone epoxy applied over the existing modified roof materials extending the life of the roof by 10 years. The cost of materials is \$2,500.00 and two days of labor. For a cost savings of \$8,000.00.
4. The projects listed is funded through the approved general and capital budget.

Capital Projects For 2020:

1. Beach Bathroom Restoration: **Completed / Contractor.**
2. Beach Boardwalk Construction: **Completed / Public Works performed the work.**
3. Paint Exterior of Community Center: **waiting for estimates. / Contractor.**
4. LED Conversion of all lighting fixtures Community Center: **Completed / Public Works performed the work.**
5. AC Air Handler replacement 2nd floor Community Center: **Waiting for estimates. / Contractor**
6. New Storm grates and concrete aprons Streets: **Public Works to perform the work.**
7. New Tidal valves Lake Drive & Inlet way Outfall Pipes: **In progress. / Contractor**
8. Lift Station Pumps: **Removed not required**
9. Town Hall Relining of Sewer Lines: **Waiting for estimates. / Contractor.**
10. AC Units replaced 2ea. Town Hall: **Completed / Contractor.**
11. Fire Department front porch construction: **Completed / Contractor.**
12. Fire Department new roof: **Scheduled in June 2021 Fast Tag Roofing. / Contractor.**
13. Police Department Parking lot and Parkway Town Hall New Light Poles LED: **Completed / Public Works performed the work.**
14. Inlet Park Pathway asphalt sealer: **Completed / Public Works performed the work.**
15. Inlet Park Gazebos retaining walls and concrete slab repairs: **Completed / Public Works performed the work.**
16. Police Department roof repairs. **Public Works to perform the work.**

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, June 18, 2020 Public Works Safety Officer.
4. Irrigation maintenance and repairs training by BrightView landscaping.

Updates:

1. COMCAST Project.
2. AT&T Project.
3. Tree Trimming Project.
4. Community Center Painting Project.
5. Tidal Valve Project.
6. Fire Annex Roof Project.
7. Public Works New Staff.

TOWN CLERK REPORT
May 2021 Status Update

TASKS	STATUS
Upcoming Meetings	<ul style="list-style-type: none"> ➤ May 26, 2021 6:30 pm: Planning & Zoning Regular Meeting ➤ June 2, 2021 2:00 pm: DRC
Building Department Updates	<p>April 2021:</p> <ul style="list-style-type: none"> • Total Permits issued: 19 • Total Permit Fees Paid: \$9,791.37 • Total Construction Value: \$360,739.00 • Total Permits issued in 2021 to date: 265 • Total Permit Fees in 2021 to date: \$217,984.00 • Total Construction Value in 2021 to date: \$7,487,104.48 <p>➤ NEW HOURS FOR THE BUILDING DEPARTMENT! REGULAR BUSINESS: Monday through Friday, from 8:30 am to 4:30 pm. We will close for lunch between 12:30 pm and 1:00 pm each day. BUILDING PERMITS will be accepted 8:30 am to 4:00 pm only. We will close for lunch between 12:30 pm and 1:00 pm each day.</p>
Code Compliance	<p>New/ongoing open Code Violations April 21 to May 19, 2021 (25 total)</p> <ul style="list-style-type: none"> • 6 Expired Tags, prohibited vehicles (Code Sec. 70-75) • 3 Landscaping Maintenance (Code Sec. 78-79) • 1 Work without permits (Code Sec. 14-81) • 4 No Business Tax/Cert. of Use (Code Sec. 18-16) • 4 Yard debris/collection times/bulk trash before pickup days (Code Sec. 38-9) • 5 Property Maintenance (Code Section 18-329) • 1 Music (Specific prohibitions) (Code Section 42-42) • 1 PBC Fire Code Violations
TOWN HALL	<p>As all employees in Town Hall have been vaccinated, we are removing the requirement to wear a mask if you have been vaccinated! Those who have not been vaccinated, please continue to wear a mask!</p> <p>The Town Hall Commission Chambers will be open to in person attendance beginning with the May 24, 2021 Commission Meeting. Due to social distance requirements, we will limit the number of residents to attend in person to 15! The Commission Meetings begin at 7:00 pm and we will open the doors to the public at 6:45 pm to the first 15 attendees.</p> <p>The meetings will continue to be available virtually using the WebEx meeting link. Public Participation will be held in person and virtually. Those attending virtually will be first to make comments and ask questions before we open the in-chambers microphone to those attending in person. We will continue to learn and grow in this process as guidance from the Governor's office and other local government mandates are updated. Thank you for your patience and courtesy as we move forward!</p>
NOTARY SERVICE	<p>We offer notary services at Town Hall, but you must be a Town Resident! We do not provide notary services for documents requiring witnesses, such as wills, etc. The Town Hall staff cannot serve as witnesses for anyone!</p>



Community Center Project

Commission Meeting Update & Discussion 4/26/2021

Agenda

- I. Status Update
- II. Prospective Business Partner Overview
- III. Prospective Business Partner Scoring
- IV. Proposed Contract Overview
- V. Critical Success Factors
- VI. Recommended Next Steps

I. Status Update

- I. April 2020 Commission Meeting Presentation
 - a. Identify, Select, & Partner with a professional event planner
 - b. Maintain full community access & usage of the Community Center
 - c. Next Steps – identify candidates, prepare Request for Proposal, present to Commission
- II. Sept 2020 Commission Meeting Presentation
 - a. Six viable business candidates identified, interviewed, and prequalified
 - b. Commission approved Blackout Date strategy which maintains all civic group activities
 - c. Approval to move forward with Request for Proposal
- III. Dec 2020 Commission Meeting Presentation
 - a. Reviewed progress to date
 - b. Addressed & resolved the parking question

I. Status Update continued

IV. January 2021 Commission Meeting Presentation

- a. RFP reviewed and signed-off by Wendy Wells & Keith Davis
- b. Town Commissioners approved the RFP for release to the prospective business partners

V. April 2021 Commission Meeting Presentation

- a. Released the RFP to 5 prospective business partners
- b. One declined to respond & one stated they did not wish to pursue the opportunity
- c. Received 3 rounds of significant Questions (50+/- questions & answers)
- d. All answers were reviewed by Wendy Wells & Keith Davis
- e. Review Team was formed (Frank Zizzamia, Janet Kortenhaus, Laura Ahern, Brian Tyler)
- f. Received the Proposals & met twice in person to discuss & preliminary score
- g. All agreed that Business Partner in-person 1 hour interviews were required to make final decision
- h. In-person interviews were conducted on March 29th at the Community Center
- i. Review Team then met in-person for final discussion and final scoring

II. Prospective Business Partner Overview

- I. Prospective Business Partner: Royal Palm Events
 - a) Local caterer who manages two well known venues
 - b) Very successful establishment & impressive team
 - c) Low cost & high volume business model which is not what we are looking for (50+ events/year)
- II. Prospective Business Partner: Marina Luri Events
 - a) National high-end event planner
 - b) Superb credentials and track record
 - c) Lacked a local presence & would require ramp-up time
- III. Prospective Business Partner: Special Event Resource and Design Group
 - a. Local event planner who manages a similar upscale venue (located in Palm Beach County)
 - b. Superb team with a dedicated location manager
 - c. Our expectation is for a rapid start-up

III. Prospective Business Partner Scoring

I. Scoring Process

- a) Multiple in-person group discussions
- b) Delphi Method – discussion, blind scoring, discussion, final scoring
- c) Unanimous decision

RFP Evaluation Criteria and Point Assignment		Royal	Luri	Special
A.	25 points: Minimize the impact on the Town residents	10	25	23
B.	25 points: Deliver high quality and upscale events	8	25	24
C.	25 points: Meet the financial objectives in a reasonable and timely manner	13	14	25
D.	15 points: Effectively manage the day-to-day operation of the Community Center	14	11	15
E.	10 points: Evaluation teams' overall assessment of the Business Partner proposal and ability to meet the Town's stated objective	4	8	9
		49	83	95

IV. Proposed Contract Overview (Special Event Resource)

- I. Initial one year contract term
- II. Revenue – per event basis
 - a. In-season & off-season rates
 - b. Rates vary by day of the week
 - c. In-season Saturday = \$2,600 + 5% event cost (excl. labor & transportation)
 - d. Typical in-season Saturday \$50K event = \$2,600 + \$2,000 = \$4,600
 - e. Large events (over \$XX,000) will have an additional negotiated percentage
- III. Other considerations
 - a. Sunday Church events will be fully honored with rare exceptions
 - b. All civic group events are untouchable
 - c. Resident events are on a first-come first-served basis and at existing fee level
 - d. Business Partner will manage all bookings
 - e. Business Partner will work closely with DPW

V. Critical Success Factors

I. Community Center Improvements

- a) Work with Business Partner on the specific details
- b) Try and get key items going asap (painting, Wi-Fi, & dishwasher)

paint the exterior of the building & railings

downstairs landscaping to soften the area

upgrade the downstairs bathrooms

replace the flooring and remove the dance floor

replace the main floor lighting

wifi to support 100 streaming devices

dress-up the elevator interior

industrial dishwasher

artificial movable hedges

clean & seal upstairs tile

powerwash and maintain downstairs

other incidentals (e.g., additional upstairs outside electric outlets)

V. Critical Success Factors continued

- II. Do we need a Community Center Liaison person?
 - a. Run interference between Business Partner & Town Hall personnel
 - b. Help to get this successfully up and running (first impressions!)
 - c. Currently in Prospective Business Partner S's contract with local venue
 - d. Wendy & Frank both think this is a good idea
 - e. Full time PBS resident
 - 1. Good communication skills
 - 2. Problem Solver
 - 3. Well respected individual

VI. Recommended Next Steps

- I. Initiate Contracting ASAP
 - a) To include key terms of the RFP, e.g., parking, blackout dates
 - b) To include key terms of the Q&A, e.g., responsibilities of Business Partner vs. DPW
 - c) Frank Z. to work with Keith Davis and Alan Welch as required
- II. Identify and assign the Community Center Liaison (Frank Z. to get the person up-to-speed)
- III. Start the Community Center Improvements “punch list”
- IV. Meet & Greet Events with the Business Partner, to include:
 - a) Event 1: Mayor, Commissioners, Wendy Wells, Alan Welch, and other Town Hall personnel as appropriate, POA Board of Directors, Seaside's Executive Board
 - b) Event 2: Entire Town

The End

TOWN OF PALM BEACH SHORES
AGREEMENT FOR PAINTING OF TOWN COMMUNITY CENTER

This AGREEMENT FOR PAINTING OF TOWN COMMUNITY CENTER is entered into this _____ day of May, 2021, 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 THOMAS LEWIS PROFESSIONAL PAINTING, INC., a Florida corporation, with offices located at 407 Commerce Way 5A, Jupiter, Florida 33458, hereinafter 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 repainting of the Town's Community Center, including all labor, materials, preparation, and finishing work (the "Project"), as further detailed in the Contractor's Painting Specification Sheets, which are hereby fully incorporated into this Agreement and 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 Contractor's Painting Specification Sheets, attached hereto as Exhibit "A".

2. **COMMENCEMENT AND COMPLETION DATE:** The Project shall commence as soon as possible, but not later than thirty (30) days from the execution of this Agreement by both parties, and shall progress at a rate to ensure its full completion within twenty-one (21) days from the start of commencement, subject to unforeseen weather delays. The Project's completion timeframe may only be extended upon mutual, written agreement from both parties.

3. **TERM; TERMINATION; NOTICE:** In accordance with Section 2. above, this Project from the start of commencement shall have an initial term of twenty-one (21) days, and may only be extended for additional time upon mutual, written agreement from both parties. This Agreement may be terminated by either party upon ten (10) 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: Alan Welch, Public Works Director	Thomas Lewis Professional Painting, Inc. 15773 85th Ave N Palm Beach Gardens, Florida 33418 Attn: Thomas Lewis, President

4. **COMPENSATION:** In consideration for the Project's Scope of Services, pricing shall be pursuant to the Contractor's Estimate # 1709, attached hereto as Exhibit "B". In consideration for the Project's Scope of Services and pursuant to Exhibit "B", the Town shall pay the Contractor a total amount not to exceed twenty-four thousand, six hundred dollars (\$24,600.00). The Town shall pay an initial 50% of the Project's total amount upon the start of commencement. The Town shall pay the remaining 50% of the Project's total amount upon the Project's completion, and in conjunction with written approval of the Contractor's work product from both the Town's Public Works Director and a duly authorized representative of Sherwin-Williams Company.

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 Sections 2-421—2-432 of the Palm Beach County Code of Ordinances, 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 seven (7) 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.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

WITNESSES:

**THOMAS LEWIS PROFESSIONAL
PAINTING, INC.**

Thomas Lewis, President

(Corporate Seal)

TOWN OF PALM BEACH SHORES

ATTEST:

Alan Fiers, Mayor

Evyonne Browning, Town Clerk

(Seal)

Painting Specification for: Town of Palm Beach Shores Community Center



Prepared for:
Alan Welch
Public Works Director
561-644-9542
awelch@pbstownhall.org

Prepared by:
Ryan Pessagno
Sherwin Williams Company
Commercial Markets
Sales Representative
(561)876-6437
ryan.a.pessagno@sherwin.com
1/18/2018



SHERWIN-WILLIAMS.

January 18, 2018

Mr. Welch, thank you for considering Sherwin-Williams products for your project.

On, 1/12/18, I had the opportunity to walk the PBS Community Center property. The building that is to be repainted has been examined and a specification that best suits the requirements of this project has been created. **Upon completion, the Town of Palm Beach Shores will be eligible to receive a 10 Manufacturer's Warranty on all vertical stucco/masonry surfaces.**

Thank you for the business opportunities you have afforded the Sherwin-Williams Paint Company. We appreciate your confidence in our products and their performance in the field. If I may be of any assistance in this or any other matter, I await your request.

Respectfully,

Ryan A. Pessagno

(561)876-6437

ryan.a.pessagno@sherwin.com



Project Scope

Inclusions:

- Pressure clean all of the exterior surfaces to be painted. Remove any existing mold & mildew and peeling coatings
- Patch all stucco cracks & fill all openings in the with Elastomeric Vertical Wall Patching Compound
- Caulk all window & door joints & fascia board, as needed
- Caulk both sides of all bands with Powerhouse 1100a caulking
- Remove the urethane sealants at the foundation joints and replace with Loxon S1 Urethane sealant
- Spot-Seal any chalky masonry surfaces or peeled areas with Loxon Masonry Conditioner, after pressure washing
- Spot-prime any exposed wooden surfaces after prep
- Topcoat stucco/masonry walls & bands with one full coat of Duration Premium Exterior Coating Satin
- Topcoat stucco ceilings with one full coat of Duration Premium Exterior Coating FLAT
- Topcoat wood fascia, outriggers, fencing & misc. wooden surfaces with Duration Premium Exterior Coating Satin
- Prep, prime & topcoat previously painted metal doors with Pro Industrial WB Urethane Alkyd Semi-Gloss
- Prep, prime & topcoat previously painted hand railings with Pro Industrial WB Urethane Alkyd Semi-Gloss
- Prep, prime & topcoat previously painted canopy frame with Pro Industrial WB Urethane Alkyd Semi-Gloss
- Prep and topcoat previously painted concrete floors with H&C SB (Xylene based) Concrete Floor Stain & Sealer

Exclusions

- All natural stone & brick
- Copper Gutters & downspouts
- Elevator Doors
- Window frames, factory finished door frames & any factory finished metals (unless previously painted)
- Walkways, pavers & sidewalks (Unless previously painted)
- Soffit vents
- Roll-Up Doors
- Factory finished railings (Unless previously painted)
- Lighting fixtures

The work will consist of all preparation, painting, finishing work and related items necessary to complete work described in these specifications and listed in the remaining pages included within this specification.

Contractor shall strictly adhere to all applicable federal, state and local regulations associated with proper lead-safe work renovation, repair and painting practices and procedures. State and local regulations may be more strict than those set under the federal regulations. The federal practices and procedures are detailed in EPA's Lead Renovation, Repair and Painting Program Regulations Rule (RRP) 40 CFR Part 745, Subpart E, and as amended. Specifics associated with the RRP Rule pertaining to "Firm Certification", individual "Certified Renovator" Certification, pre-work activities (notification & testing), occupant protection / work site preparation measures, safe work / prohibited work practices, clean-up / clean-up verification / waste disposal / clearance testing (if applicable), recordkeeping and worker training criteria can be obtained on EPA's website: www.epa.gov/lead.

WARNING! Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority. Removal must be done in accordance with EPA Renovation, Repair and Painting Rule and all related state and local regulations. Care should be taken to follow all state and local regulations which may be more strict than those set under the federal RRP Rule.

RESOLUTION NO. R-8-21

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, ACCEPTING AND APPROVING A BEQUEST FROM THE ESTATE OF RANDI FRICK AND DESIGNATING THAT SUCH BEQUEATHED FUNDS SHALL BE USED FOR CAPITAL IMPROVEMENTS AT THE TOWN'S COMMUNITY CENTER; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS the Town of Palm Beach Shores ("Town") was bequeathed funds in the amount of ten percent (10%) of the Estate of Randi Frick, an amount estimated at approximately \$200,000.00, subject to estate administration costs, designated specifically for use at the Town's Community Center.

WHEREAS the Town Commission of the Town of Palm Beach Shores desires to accept and approve the bequest from the Estate of Randi Frick and specifically designate that such bequeathed funds shall be used solely for capital improvements at the Town's Community Center.

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

Section 1: The above stated recitals are true and accurate and are hereby made part of this Resolution.

Section 2: The Town Commission of the Town of Palm Beach Shores, Florida, hereby accepts the bequest from the Estate of Randi Frick, as more particularly described above, subject to estate administration costs, to be used solely for capital improvements at the Town's Community Center.

Section 3: This Resolution shall take effect immediately upon adoption.

DULY PASSED AND ADOPTED this 24th day of May 2021.

Alan D. Fiers, Mayor

ATTEST:

Evyonne Browning, Town Clerk

(SEAL)

ORDINANCE NO. O-2-21

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 28. FINANCE. AT ARTICLE III. IMPACT FEES. BY REPEALING ALL PROVISIONS RELATED TO THE TOWN POLICE PROTECTION IMPACT FEE; 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, impact fees are imposed by local governments to fund infrastructure and expand local services in order to meet the demands caused by new growth and development.; and

WHEREAS, the Florida Legislature, through the enactment of §§ 163.3202(3) and 163.31801, *Florida Statutes*, encourages the use of impact fees by local governments to fund infrastructure necessitated by new growth and development; and

WHEREAS, the Town of Palm Beach Shores, as duly authorized by §§ 163.3202(3) and 163.31801, *Florida Statutes*, has enacted the "Palm Beach Shores Impact Fee Ordinance" at Chapter 28, Article III, Town Code; and

WHEREAS, the "Palm Beach Shores Impact Fee Ordinance" currently has four (4) public service categories that are funded by impact fees to accommodate new development within the Town – fire protection, police protection, parks and recreation, and public buildings; and

WHEREAS, in 2019, the Town of Palm Beach Shores completed a merger of the Town's Police Department with the Palm Beach County Sheriff's Office; and

WHEREAS, since this merger with the Palm Beach County Sheriff's Office, District 20 of the County Sheriff's Office now provides all law enforcement services for the Town and its citizens; and

WHEREAS, now that the Palm Beach County Sheriff's Office District 20 provides all police protection services for the Town of Palm Beach Shores and its citizens, the Town Commission of the Town of Palm Beach Shores desires to no longer collect police protection impact fees within the Town; and

WHEREAS, the Town Commission of the Town of Palm Beach Shores desires to amend Palm Beach Shores Impact Fee Ordinance" at Chapter 28, Article III, Town Code to repeal all provisions related to the Town's police protection impact fee; and

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

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

Section 1: Chapter 28. Finance. of the Code of Ordinances of the Town of Palm Beach Shores is hereby amended at Article III. Impact Fees. by repealing all provisions related to the Town police protection impact fee; providing that Chapter 28. Article III. shall hereafter read as follows:

ARTICLE III. IMPACT FEES

Sec. 28-40. Legislative findings.

The Town Commission of the Town of Palm Beach Shores finds, determines and declares that:

- (a) Palm Beach Shores must expand its fire protection, ~~police protection~~, parks and recreation facilities, and public facilities in order to maintain current standards if new development is to be accommodated without decreasing current standards. This must be done in order to promote and protect the public health, safety and welfare;
- (b) The Florida Legislature, through the enactment of F.S. §§ 163.3202(3) and 163.31801, has sought to encourage Palm Beach Shores to enact impact fees;
- (c) The imposition of impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of fire protection, ~~police protection~~, parks and recreation facilities, and public facilities necessary to accommodate such development. This must be done in order to promote and protect the public health, safety and welfare;
- (d) Each of the types of land development described in section 28-46 hereof, will create a need for the construction, equipping, or expansion of fire protection, ~~police protection~~, parks and recreation, and public building facilities.

- (e) The fees established by section 28-46 are derived from, are based upon, and do not exceed the costs of providing additional capital facilities necessitated by the new land developments for which the fees are levied.
- (f) The report entitled "Technical Memorandum on the Calculation of Parks & Recreation, Fire & Rescue, Police Protection and Public Facilities Impact Fees, Palm Beach Shores, Florida, Impact Fee Methodology", dated October 17, 2005, containing the most recent and localized data available to the town, sets forth a reasonable methodology and analysis for the determination of the impact of new development on the need for and costs for additional fire protection, ~~police protection~~, parks and recreation, and public facilities in Palm Beach Shores.

Sec. 28-41. Short title, authority and applicability. [left in full force and effect as previously adopted.]

Sec. 28-42. Intent and purposes.

- (a) This article is intended to assist in the implementation of the Palm Beach Shores Comprehensive Plan.
- (b) The purpose of this article is to regulate the use and development of land so as to assure that new development bears a proportionate share of the cost of capital expenditures necessary to provide fire protection, ~~police protection~~, parks and recreation, and public buildings in Palm Beach Shores.

Sec. 28-43. Rules of construction. [left in full force and effect as previously adopted.]

Sec. 28-44. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Feepayer" is a person applying to the Town of Palm Beach Shores for the issuance of a building permit.

"Building" is defined as in the Town Zoning Ordinance.

"Permit" is the approval issued by Palm Beach Shores that authorizes the construction, placement or expansion of a building, dwelling, or other structure on a site. See also the definition of "permit" in chapter 14 of the Town Code of Ordinances.

"Capital improvements" are land, improvements to land, buildings, expansions of buildings, contents of buildings, vehicles, equipment, weapons, and communications equipment, all with an expected use life of three years or more, that expand the capacity of Palm Beach Shores' ability to serve the need of new development.

"Certificate of occupancy" is an official document evidencing that a building satisfies the requirements of the Town of Palm Beach Shores for the occupancy of a building.

"Town administrator" means the town administrator or other municipal official(s) designated by the mayor to carry out the administration of this article.

"Development order" means a regulatory final site plan approval by Palm Beach Shores pertaining to the development of land as provided in chapter 14 of the Town of Palm Beach Shores Code of Ordinances or any other approval which meets the definition of same as set forth at F.S. § 163.3164(15)(7).

"Fire protection" is the provision of all fire protective and rescue services by the Town of Palm Beach Shores.

"Non-residential floor area" is the total area of all floors of a non-residential building as measured pursuant to Pf. 2.23 of the Town Zoning Code.

"Parks and recreation" is the provision of public parks and recreational areas and facilities within the Town of Palm Beach Shores.

~~*"Police protection"* is the provision of police protective services and law enforcement within the Town of Palm Beach Shores.~~

"Private park or recreational facility" is any park or recreational facility which is not owned by or dedicated to any governmental entity.

"Public facilities" are the buildings owned or leased by the Town of Palm Beach Shores for the purpose of providing public services within the Town of Palm Beach Shores excluding buildings for fire protection and police protection. "Public buildings" includes the land on which those buildings sit, improvements to land, and equipment and contents of those buildings.

"Residential air conditioned area" is the floor area of a residential structure that is designed to be provided with air conditioning and/or heat and is not gross floor area of the structure.

"Tourist" refers to hotel, motel and multi-family rental properties.

Sec. 28-45. Imposition of impact fees. [left in full force and effect as previously adopted.]

Sec. 28-46. Computation of the amount of impact fees.

- (a) At the option of the feepayer, the amount of impact fees due may be determined by the following fee schedules at the time the certificate of occupancy is requested.

TABLE 8
NET IMPACT COSTS
PALM BEACH SHORES

	Residential Per Foot of Air Conditioned Area	Tourist per Foot of Floor Area	All Other per Foot of Floor Area
Parks	\$0.26	\$0.26	0
Fire	\$0.34	\$0.34	\$0.34
Police	\$0.35	\$0.35	\$0.35
Public Facilities	\$0.65	\$0.65	\$0.65
Total	\$1. <u>2560</u>	\$1. <u>2560</u>	\$ <u>0.991.34</u>

[Paragraphs (1) - (3) left in full force and effect as previously adopted.]

[Subsection (b) left in full force and effect as previously adopted.]

Sec. 28-47. Payment of fee. [left in full force and effect as previously adopted.]

Sec. 28-48. Impact fee trust funds and accounting requirements established.

(a) There is hereby established an impact fee trust fund for the deposit of the following impact fees:

(1) A fire protection impact fee.

~~(2) A police protection impact fee.~~

(2) ~~(3)~~ A parks and recreation impact fee.

(3) ~~(4)~~ A public buildings impact fee.

[Subsections (b) – (c) left in full force and effect as previously adopted.]

Sec. 28-49. Use of impact fees.

(a) Impact fee receipts collected may only be expended on acquiring, equipping, and/or making capital improvements to facilities under the jurisdiction of Palm Beach Shores, Palm Beach County, or the State of Florida, and shall not be used for maintenance or operations.

(1) Fire protection impact fee receipts may only be used for fire protection capital improvements.

~~(2) Police protection impact fee receipts may only be used for police protection capital improvements.~~

(2) ~~(3)~~ Parks and recreation impact fee receipts may only be used for park and recreation capital improvements.

(3) ~~(4)~~ Public buildings impact fee receipts may only be used for public buildings capital improvements.

[Subsections (b) – (e) left in full force and effect as previously adopted.]

Sec. 28-50. Refund of fees paid. [left in full force and effect as previously adopted.]

Sec. 28-51. Exemptions and credits.

[Subsection (a) left in full force and effect as previously adopted.]

- (b) *Credits.* Feepayers may receive credit against impact fees otherwise due for land and/or capital improvements. Land or capital improvements may be offered by the feepayer as total or partial payment of a required impact fee. The offer must request or provide for an impact fee credit. If the town administrator accepts such an offer, whether the acceptance is before or after the effective date of this article, the credit shall be determined and provided in the following manner:

[Paragraphs (1) - (6) left in full force and effect as previously adopted.]

- (7) Credits for donations may be used only for that type of impact fee;

i. Credit for fire protection land or capital improvement donations may only be used to against fire protection impact fees otherwise due;

~~ii. Credit for police protection land or capital improvement donations may only be used to against police protection impact fees otherwise due;~~

ii. ~~iii.~~ Credit for park or recreation land or capital improvement donations may only be used to against parks and recreation impact fees otherwise due;

iii. ~~iv.~~ Credit for public building land or capital improvement donations may only be used to against public building impact fees otherwise due;

Any claim for credit must be made no later than the time of application for a building permit. Any claim not so made shall be deemed waived.

[Subsection (c) left in full force and effect as previously adopted.]

- (d) *Credit for private fire protection, ~~police protection~~ and private places of public assembly or use.* No credit against impact fees otherwise due will be provided for the private provision of fire protection or rescue, ~~police protection~~ or places of public assembly or usage.

[Subsection (e) left in full force and effect as previously adopted.]

Secs. 28-52.—28-56. [left in full force and effect as previously adopted.]

Section 2: Each and every other section and subsection of Chapter 28. Finance. shall remain in full force and effect as previously adopted.

Section 3: All ordinances or parts of ordinances in conflict herewith 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 and incorporate this Ordinance into the existing Code of Ordinances of the Town of Palm Beach Shores.

Section 6: This Ordinance shall become effective immediately upon passage.

FIRST READING this 24th day of May 2021.

SECOND AND FINAL READING this _____ day of June 2021.