

Monday, November 19, 2018
6:00 pm



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

**TOWN COMMISSION
REGULAR MEETING AGENDA**

Mayor Myra Koutzen
Vice Mayor Roby DeReuil

Commissioner Gil Gilgallon
Commissioner Bob Stanton
Commissioner Brian Tyler

Town Attorney Keith Davis
Town Clerk Evyonne Browning
Assistant Clerk Gaudy Quesada

1. **CALL TO ORDER**

- a. Pledge of Allegiance
- b. Roll Call

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

3. **CONSENT AGENDA** (Items that do not need discussion, but require a vote)

- a. October 15, 2018 Regular Commission Meeting Minutes
- b. October 29, 2018 Special called Commission Meeting Minutes
- c. Special Event Permit SP18-26: December 1, 2018, John Workman, 2nd floor
Community Center event from 2:00 pm to 11:00 pm. (All paperwork received).

4. **PRESENTATIONS/UPDATES**

- a. Swearing in of Robert Villagomez, Full-time Fire Fighter/EMT
- b. Swearing in of Nicole Curtis and Mary Boeckler, Full-time Dispatch Operators

5. **DEPARTMENT AND BOARD REPORTS**

- a. Financials
 - 1. Approval of Financial Report for Period ending October 31, 2018
 - 2. Approve Assigned Fund Balances at 9/30/18
 - 3. Approve Capital deletions for Fiscal Year ended 9/30/18
 - 4. Update on Undergrounding Utilities Costs
- b. Staff Reports:
 - 1. Police Department
 - 2. Fire Department
 - 3. Public Works
 - 4. Town Clerk
 - 5. Town Attorney
- c. Planning & Zoning Report (verbal)

6. **COMMISSION REPORTS**

7. **PUBLIC COMMENTS**

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

8. **PROJECT UPDATES/DISCUSSIONS** (*Non-voting items*)

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

- a. Approval of 2 Police vehicles and LPR/CCTV systems
- b. Approval of 1 Public Works Truck
- c. Approval of five (5) Police Department in-car cameras

10. **ORDINANCES AND RESOLUTIONS**

- a. Resolution R-15-18: Fiscal Year 2017/18 Budget Amendment No. 4.
- b. Resolution R-16-18: Fiscal Year 2018/19 Budget Amendment No. 1.
- c. Ordinance O-6-18: Amend 62, Streets, Sidewalks, and other public places regarding the undergrounding project. (*Presented by Town Attorney*)
- d. Ordinance O-10-18: Amend Appendix Chapter 18. Business, Occupations and Professions. (*Presented by Town Attorney*)
- e. Ordinance O-11-18: Amend Appendix A. Zoning for Districts B, C, and D to allow replacement of existing asphalt or concrete pavement material with driveway pavers in the Town's 10' strip. (*Presented by Town Attorney*)

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
October 15, 2018**

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

1. CALL TO ORDER

Mayor Koutzen called the meeting to order at 6:01 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 Myra Koutzen, Commissioner Gil Gilgallon, Commissioner Robert Stanton, and Commissioner Brian Tyler. Vice Mayor Roby DeReuil was absent.

2. APPROVAL OF MEETING AGENDA

MOTION: Commissioner Gilgallon moved to approve the meeting agenda as presented

SECOND: Commissioner Stanton seconded the motion.

VOTE: **Gilgallon: YES**

DeReuil: NOT PRESENT

Tyler: YES

Stanton: YES

Koutzen: YES **The Motion Passed Unanimously by those present**

3. CONSENT AGENDA

a. September 18, 2018 Commission Meeting Minutes

b. October 4, 2018 Special Called Meeting Minutes

c. Marriott Turkey Trot: 11/22/18 from 9 am to 11 am with 200 participants.

d. Marriott Reindeer Run: 12/24/18 from 9am to 11 am with 150 participants.

MOTION: Commissioner Gilgallon moved to approve the Consent agenda as presented

SECOND: Commissioner Tyler seconded the motion.

VOTE: **Gilgallon: YES**

DeReuil: NOT PRESENT

Tyler: YES

Stanton: YES

Koutzen: YES **The Motion Passed Unanimously by those present**

4. PRESENTATIONS/UPDATES

a. Lifeguard Awards: Police Chief Langevin gave awards to Lifeguard Ben Demonstranti for 35 years of service, and to Lifeguard Dave Taylor for 20 years of service.

b. Bond Attorney Mark Raymond gave an overview of the current status of the financing aspect of the Undergrounding Project.

5. **DEPARTMENT AND BOARD REPORTS**

a. Financials

1. Approval of Financial Report for Period ending September 30, 2018

MOTION: Commissioner Gilgallon moved to approve the Financial Statement

SECOND: Commissioner Stanton seconded the motion.

VOTE:

Gilgallon: YES

DeReuil: NOT PRESENT

Tyler: YES

Stanton: YES

Koutzen: YES

The Motion Passed Unanimously by those present

- b. Staff Reports were provided in written form and are included in the agenda packet which available on the Town's website: Police Department, Fire Department, Public Works, and Town Clerk.
- c. There was no Planning & Zoning Report.

6. **COMMISSION REPORTS**

Commissioner Gilgallon stated he is working with the organization "Save Our Inlet Coalition" and they are looking into how the Lake Worth Inlet is being carved out in some areas behind Peanut Island, which they understand is to benefit the 2 cruise ships.

7. **PUBLIC COMMENTS**

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

Mark Ward, 243 Linda Lane, spoke on the funding for the underground project and that all residents should share equally in the costs.

Barbara Baerbel, 115 Cascade, commented on the house at 118 Cascade Lane was taken town to the walls several months ago and nothing has been done on the property.

8. **PROJECT UPDATES/DISCUSSIONS** None at this time

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

- a. Approval for Debi Culotta to be added as an alternate to the Planning and Zoning Board.

MOTION: Commissioner Gilgallon moved to appoint Debi Culotta as an alternate to the Planning and Zoning Board.

SECOND: Commissioner Stanton seconded the motion.

VOTE:

Gilgallon: YES

DeReuil: NOT PRESENT

Tyler: YES

Stanton: YES

Koutzen: YES

The Motion Passed Unanimously by those present

- b. Town Commission to set the date for a Special Called Meeting for the Undergrounding Project (if needed.) (*Myra Koutzen, Mayor*)

MOTION: Commissioner Gilgallon moved to set October 19, 2018 at 6:00 pm as a Special Called Meeting for the Town Commission to accept the FPL Binding Cost estimate and authorize payment, to approve Financing, and to award the Construction Contract for the Undergrounding Project.

SECOND: Commissioner Stanton seconded the motion.

VOTE: **Gilgallon: YES**
 DeReuil: NOT PRESENT
 Tyler: YES
 Stanton: YES
 Koutzen: YES **The Motion Passed unanimously by those present**

10. ORDINANCES AND RESOLUTIONS

- a. Ordinance O-7-18: Tree Removal Ordinance (Permit only) (*read "title only" by Town Attorney*)

MOTION: Commissioner Gilgallon moved table the reading of Ordinance O-7-18

SECOND: Commissioner Stanton seconded the motion.

VOTE: **Gilgallon: YES**
 DeReuil: NOT PRESENT
 Tyler: YES
 Stanton: YES
 Koutzen: NO **The Motion Passed 3 to 1 by those present**

11. ADJOURNMENT

Mayor Koutzen adjourned the meeting at 6:46 pm.

Approved this 19th day of November 2018

ATTEST:

Evyonne Browning, Town Clerk

Myra Koutzen, Mayor

(Seal)

**TOWN OF PALM BEACH SHORES, FLORIDA
SPECIAL CALLED MEETING MINUTES
October 29, 2018**

1. CALL TO ORDER

Mayor Koutzen called the meeting to order at 6:00 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 Myra Koutzen, Vice Mayor Roby DeReuil, Commissioner Gil Gilgallon, Commissioner Robert Stanton, and Commissioner Brian Tyler.

2. APPROVAL OF MEETING AGENDA

MOTION: Commissioner Gilgallon moved to approve the meeting agenda as presented

SECOND: Commissioner Stanton seconded the motion.

VOTE: **Gilgallon: YES**

DeReuil: YES

Tyler: YES

Stanton: YES

Koutzen: YES

The Motion Passed Unanimously

3. ORDINANCES AND RESOLUTIONS

a. Resolution R-11-18: *(Presented by Danny Brannon)*

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, FORMALLY ACCEPTING THE BINDING COST ESTIMATE “WR #7477345 – APPLICANT TO PERFORM ALL UG WORK” PROVIDED BY FLORIDA POWER & LIGHT COMPANY FOR COMPLETION OF THE TOWN OF PALM BEACH SHORES UNDERGROUND UTILITY INITIATIVE; AUTHORIZING THE MAYOR OF PALM BEACH SHORES TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

MOTION: Commissioner Stanton moved to approve Resolution R-11-18.

SECOND: Commissioner Gilgallon seconded the motion.

VOTE: **Gilgallon: YES**

DeReuil: YES

Tyler: YES

Stanton: YES

Koutzen: YES

The Motion Passed Unanimously

b. Resolution R-12-18: *(Presented by Mark Raymond)*

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA; AUTHORIZING A LOAN IN THE AMOUNT OF \$500,000.00; AUTHORIZING THE EXECUTION OF A PUBLIC SERVICE TAX REVENUE NOTE AND A LOAN AGREEMENT; PROVIDING A SEVERABILITY CLAUSE, A CONFLICTS CLAUSE AND AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

MOTION: Commissioner Gilgallon moved to approve Resolution R-12-18

SECOND: Commissioner Tyler seconded the motion.

VOTE: **Gilgallon: YES**

DeReuil: YES

Tyler: YES

Stanton: YES

Koutzen: YES

The Motion Passed Unanimously

- c. Resolution R-13-18: *(Presented by Mark Raymond)*

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING AND SUPPLEMENTING RESOLUTION NO. R-6-17; AUTHORIZING A LOAN IN THE AMOUNT OF \$5,500,000.00; AUTHORIZING THE EXECUTION OF A GENERAL OBLIGATION BOND AND A LOAN AGREEMENT; PROVIDING A SEVERABILITY CLAUSE, A CONFLICTS CLAUSE AND AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

MOTION: Commissioner Gilgallon moved to approve Resolution R-13-18.

SECOND: Vice Mayor DeReuil seconded the motion.

VOTE: **Gilgallon: YES**

DeReuil: YES

Tyler: YES

Stanton: YES

Koutzen: YES

The Motion Passed Unanimously

- d. Resolution R-14-18: *(Presented by Danny Brannon)*

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AWARDED A CONTRACT TO VIKING UTILITY, INC. FOR THE CONSTRUCTION OF THE TOWN'S UTILITY UNDERGROUNDING INITIATIVE PROJECT, PROJECT NUMBER 2018-50; AUTHORIZING THE MAYOR OF PALM BEACH SHORES TO SIGN AN AGREEMENT WITH VIKING UTILITY, INC. FOR SAID CONSTRUCTION; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

MOTION: Vice Mayor DeReuil moved to approve Resolution R-14-18.

SECOND: Commissioner Tyler seconded the motion.

VOTE: **Gilgallon: YES**

DeReuil: YES

Tyler: YES

Stanton: YES

Koutzen: YES

The Motion Passed Unanimously

4. **ADJOURNMENT:** Mayor Koutzen adjourned the meeting at 6:19 pm.

Approved this 19th day of November 2018.

ATTEST:

Evyonne Browning, Town Clerk

Myra Koutzen, Mayor

(Seal)

DATE SUBMITTED

OCT 09 2018

PERMIT NO.

SP18-26

Town of Palm Beach Shores

ITEM 3c

November 19 2018

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

Type of event: Wedding Reception Location: Community Center 2nd Floor

Sponsor: John Wickman Telephone: 561-801-0952

Property owner's consent and acknowledgement of responsibility:

Signature: [Signature]

Setup 2:30pm, Event 4pm, End at 10:30pm

Date and Time Saturday December 1, 2018 Time it ends: clean up & leave by 11:30pm

Number of participants: 80

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:

Permit fee \$50 ✓ (Untimely application \$150) Receipt # 11149

APPROVED:

Fire Department: Police Department:

Number of off-duty officers required: NONE

Date of Commission Review: Nov. 19th 2018 Approved:



ITEM 5a1
November 19 2018

Memo

To: Mayor and Town Commission
From: Wendy Wells *WW*
Date: 11/15/18
Re: **October Financial Report**

Attached please find the October Financial Report. The report does not include the revenue and expenditures for September or October at this time. I am just finishing the yearend close in preparation for the audit. As final adjustments are made, I do not feel comfortable releasing figures that may change. The Town will be ready for its audit by the end of the month.

In addition to the financial report, there are a couple of "housekeeping" items for the Commission's approval:

- Assignment of Fund Balance, schedule attached
- Capital Deletions, schedule attached

TOWN OF PALM BEACH SHORES
MONTHLY FINANCIAL REPORT

	CASH & INVESTMENTS	R E V E N U E			
		BUDGET	CURRENT	YEAR TO DATE	% OF BUDGET
9/30/2018	\$ 2,514,047				
10/31/2018	\$ 2,281,567	\$ 5,149,810			
10/31/2017	\$ 1,980,228	\$ 4,718,030	\$ 40,079	\$ 40,079	1%
11/30/2018					
12/31/2018					
1/31/2019					
2/28/2019					
3/31/2019					
4/30/2019					
5/31/2019					
6/30/2019					
7/31/2019					
8/31/2019					
9/30/2019					

	E X P E N D I T U R E S					
	BUDGET	DISBURSEMENTS	ACCRUALS	CURRENT EXP	YEAR TO DATE	% OF BUDGET
9/30/2018		\$ 384,580				
10/31/2018	\$ 5,149,810	\$ 362,599				
10/31/2017	\$ 4,718,030	\$ 431,703	\$ (155,841)	\$ 275,861	\$ 275,861	6%
11/30/2018						
12/31/2018						
1/31/2019						
2/28/2019						
3/31/2019						
4/30/2019						
5/31/2019						
6/30/2019						
7/31/2019						
8/31/2019						
9/30/2019						

Accounts Payable Check Register Report - PNC Bank-12-0164-0172*For The Date Range From 10/1/2018 To 10/31/2018**For All Vendors And For Outstanding Checks - Computer Generated, Hand Written, eCheck*

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
8115	C	10/4/2018	665	Andrew Fenton	\$120.00	O
8116	C	10/4/2018	556	Armchem International	\$171.14	O
8117	C	10/4/2018	737	AT&T	\$833.73	O
8118	C	10/4/2018	737	AT&T	\$2,061.99	O
8119	C	10/4/2018	37	Bass Property Maintenance, Inc.	\$3,995.83	O
8120	C	10/4/2018	673	Bishop's Water Company	\$598.00	O
8121	C	10/4/2018	47	Board of County Commissioners	\$69.92	O
8122	C	10/4/2018	225	C&T Auto Care	\$922.79	O
8123	C	10/4/2018	273	Cardiac Science	\$473.07	O
8124	C	10/4/2018	338	City Electric Supply	\$368.44	O
8125	C	10/4/2018	32	City of Riviera Beach	\$2,625.93	O
8126	C	10/4/2018	52	Comcast	\$221.80	O
8127	C	10/4/2018	52	Comcast	\$221.80	O
8128	C	10/4/2018	757	CSI: Palm Beach	\$290.00	O
8129	C	10/4/2018	708	Dilo Fire Alarms Inc	\$275.00	O
8130	C	10/4/2018	491	Dilo Fire Sprinkler, Inc.	\$985.00	O
8131	C	10/4/2018	746	Essential Net Solutions	\$6,257.40	O
8132	C	10/4/2018	240	Everglades Equipment Group	\$1,015.62	O
8133	C	10/4/2018	277	Frank Stuparitz	\$150.00	O
8134	C	10/4/2018	87	Halsey & Griffith	\$278.29	O
8135	C	10/4/2018	88	Hill Manufacturing Co. Inc.	\$146.96	O
8136	C	10/4/2018	89	Home Depot Credit Svcs	\$1,497.55	O
8137	C	10/4/2018	90	Hulett Environmental Services	\$277.00	O
8138	C	10/4/2018	648	John Meskiel	\$180.00	O
8139	C	10/4/2018	779	Laura Brown	\$205.84	O
8140	C	10/4/2018	457	Lightning Electric	\$2,391.28	O
8141	C	10/4/2018	237	Lou's Police Distributors	\$1,413.70	O
8142	C	10/4/2018	130	Manno's Public Safety Supply	\$1,369.00	O
8143	C	10/4/2018	654	Nikolas Kotocavage	\$337.91	O
8144	C	10/4/2018	224	Northern PBC Improvement District	\$600.00	O
8145	C	10/4/2018	226	Palm Beach Embroidery	\$988.80	O
8146	C	10/4/2018	312	Professional Images	\$270.00	O
8147	C	10/4/2018	674	Schumacher	\$2,347.77	O
8148	C	10/4/2018	666	Southeastern Emergency Equipment	\$89.31	O
8149	C	10/4/2018	118	Steve Langevin	\$22.45	O

Accounts Payable Check Register Report - PNC Bank-12-0164-0172*For The Date Range From 10/1/2018 To 10/31/2018**For All Vendors And For Outstanding Checks - Computer Generated, Hand Written, eCheck*

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
8150	C	10/4/2018	100	Toshiba Business Solutions	\$526.33	O
8151	C	10/4/2018	592	Trevor Steedman	\$81.46	O
8152	C	10/4/2018	101	Verizon Wireless	\$546.45	O
8153	C	10/4/2018	104	Waste Management	\$21,030.04	O
8154	C	10/4/2018	290	Westside Reprographics, Inc.	\$563.11	O
8155	C	10/4/2018	110	Xpert elevator Services, Inc.	\$375.00	O
8156	C	10/4/2018	112	Zimmerman Tree Service	\$942.00	O
8157	C	10/11/2018	764	C & H Distributors 12C	\$680.49	O
8158	C	10/11/2018	757	CSI: Palm Beach	\$464.02	O
8159	C	10/11/2018	107	Davis and Ashton, P.A.	\$5,278.40	O
8160	C	10/11/2018	271	Evyyonne Browning	\$120.00	O
8161	C	10/11/2018	520	SAFEbuilt, LLC	\$13,512.15	O
8162	C	10/11/2018	780	SCS	\$365.90	O
8163	C	10/11/2018	759	Taylor Engineering Inc	\$7,434.96	O
8164	C	10/11/2018	134	United Systems Technology. Inc.	\$450.00	O
8165	C	10/11/2018	127	Blue Cross Blue Shield of Florida, Inc.	\$28,960.42	O
8166	C	10/11/2018	672	Florida League of Cities	\$471.00	O
8167	C	10/11/2018	11	Nationwide Retirement Solutions	\$160.00	O
8168	C	10/11/2018	695	PBC Municipal Clerk's Association	\$35.00	O
8169	C	10/11/2018	219	Town of Lantana	\$900.00	O
8170	C	10/18/2018	121	Alan Welch	\$180.00	O
8171	C	10/18/2018	47	Board of County Commissioners	\$650.00	O
8172	C	10/18/2018	564	Brannon & Gillespie LLC	\$19,897.50	O
8173	C	10/18/2018	116	Cox Media Group	\$2,143.29	O
8174	C	10/18/2018	538	CRS Max Consultants	\$500.00	O
8175	C	10/18/2018	575	Dmitriy Dinovitser	\$193.14	O
8176	C	10/18/2018	420	Gaudy Quesada	\$90.00	O
8177	C	10/18/2018	84	Goodyear Service Center	\$883.18	O
8178	C	10/18/2018	118	Steve Langevin	\$480.00	O
8179	C	10/18/2018	100	Toshiba Business Solutions	\$101.89	O
8180	C	10/18/2018	592	Trevor Steedman	\$10.00	O
8181	C	10/18/2018	101	Verizon Wireless	\$6.54	O
8182	C	10/18/2018	131	WEX BANK	\$262.56	O
8183	C	10/25/2018	746	Essential Net Solutions	\$892.50	O
8184	C	10/25/2018	240	Everglades Equipment Group	\$643.74	O

Accounts Payable Check Register Report - PNC Bank-12-0164-0172*For The Date Range From 10/1/2018 To 10/31/2018**For All Vendors And For Outstanding Checks - Computer Generated, Hand Written, eCheck*

Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
8185	C	10/25/2018	781	George's Boom Truck Services	\$415.00	O
8186	C	10/25/2018	609	Metropolitan Compounds, Inc.	\$1,453.28	O
8187	C	10/25/2018	10	Municipal Code Corporation	\$1,767.26	O
8188	C	10/25/2018	758	Partsmaster	\$60.03	O
8189	C	10/25/2018	516	Schmidt Nichols	\$1,366.55	O
8190	C	10/25/2018	375	Simmons & White, Inc.	\$1,920.00	O
8191	C	10/25/2018	640	Ward-Damon Attorney	\$617.98	O
8192	C	10/25/2018	131	WEX BANK	\$54.56	O
8193	C	10/26/2018	324	AC Enforcement, Inc.	\$475.00	O
8194	C	10/26/2018	419	ACS	\$154.00	O
8195	C	10/26/2018	5	AFLAC	\$262.36	O
8196	C	10/26/2018	213	All Around Fun	\$380.00	O
8197	C	10/26/2018	783	ArchiveSocial	\$2,388.00	O
8198	C	10/26/2018	37	Bass Property Maintenance, Inc.	\$1,509.00	O
8199	C	10/26/2018	673	Bishop's Water Company	\$82.00	O
8200	C	10/26/2018	47	Board of County Commissioners	\$4,314.92	O
8201	C	10/26/2018	782	Braden Byk	\$24.53	O
8202	C	10/26/2018	48	Bug Stoppers	\$225.00	O
8203	C	10/26/2018	225	C&T Auto Care	\$20.00	O
8204	C	10/26/2018	338	City Electric Supply	\$206.72	O
8205	C	10/26/2018	32	City of Riviera Beach	\$2,467.03	O
8206	C	10/26/2018	52	Comcast	\$226.80	O
8207	C	10/26/2018	52	Comcast	\$100.86	O
8208	C	10/26/2018	116	Cox Media Group	\$209.84	O
8209	C	10/26/2018	491	Dilo Fire Sprinkler, Inc.	\$200.00	O
8210	C	10/26/2018	180	DSS Corporation	\$1,200.00	O
8211	C	10/26/2018	746	Essential Net Solutions	\$4,716.02	O
8212	C	10/26/2018	240	Everglades Equipment Group	\$621.72	O
8213	C	10/26/2018	75	FL Municipal Insurance Trust	\$1,160.00	O
8214	C	10/26/2018	71	FL Power & Light	\$3,360.16	O
8215	C	10/26/2018	80	FL Public Utilities	\$164.87	O
8216	C	10/26/2018	87	Halsey & Griffith	\$145.96	O
8217	C	10/26/2018	716	IACP	\$525.00	O
8218	C	10/26/2018	652	Life Safety management	\$168.50	O
8219	C	10/26/2018	95	Lowes	\$1,121.79	O

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Check # / eCheck ID	Type	Date	Vendor	Name	Amount	Status
8220	C	10/26/2018	10	Municipal Code Corporation	\$225.00	O
8221	C	10/26/2018	11	Nationwide Retirement Solutions	\$160.00	O
8222	C	10/26/2018	16	Palmdale Oil Company, Inc.	\$1,813.64	O
8223	C	10/26/2018	19	PBC Police Benevolent Association	\$423.00	O
8224	C	10/26/2018	784	PoliceOne Academy	\$2,122.00	O
8225	C	10/26/2018	30	Poly Systems Company	\$712.50	O
8226	C	10/26/2018	365	Sherwin-Williams	\$518.98	O
8227	C	10/26/2018	118	Steve Langevin	\$17.27	O
8228	C	10/26/2018	592	Trevor Steedman	\$81.46	O
8229	C	10/26/2018	785	TWC Services	\$4,626.64	O
8230	C	10/26/2018	104	Waste Management	\$2,697.84	O
8231	C	10/26/2018	290	Westside Reprographics, Inc.	\$607.10	O
ADP, LLC	E	10/5/2018	697	ADP, LLC	\$137.90	O
ADP, LLC	E	10/19/2018	697	ADP, LLC	\$137.90	O
Blue Cross Blue Shield of Florida, Inc.	E	10/24/2018	127	Blue Cross Blue Shield of Florida, Inc.	\$31,686.20	O
FRS	E	10/3/2018	172	FRS	\$25,555.58	O
PBS Payroll	E	10/11/2018	146	PBS Payroll	\$58,744.05	O
PBS Payroll	E	10/25/2018	146	PBS Payroll	\$54,342.66	O
Cleared					\$0.00	
Outstanding					\$362,598.85	
Void					\$0.00	

Town of Palm Beach Shores
Discretionary Sales Tax PBC

Accumulated (unspent) Discretionary Sales Tax as of 9/30/17	\$ 49,955.01
---	--------------

Current Year Receipts:

Date of Receipt	Period	
11/9/2017	3Q adjustment	\$ 1,889.90
11/27/2017	October	\$ 5,343.00
12/27/2017	November	\$ 6,014.37
1/29/2018	December	\$ 6,486.66
2/8/2018	4Q adjustment	\$ 2,056.88
2/27/2018	January	\$ 7,640.03
3/27/2018	February	\$ 6,477.08
4/30/2018	March	\$ 6,468.77
5/11/2018	1Q adjustment	\$ 2,218.29
5/25/2018	April	\$ 7,166.76
6/25/2018	May	\$ 6,294.65
7/25/2018	June	\$ 5,852.14
8/6/2018	2Q adjustment	\$ 2,128.88
8/27/2018	July	\$ 5,941.65
9/26/2018	August	\$ 5,670.42
10/30/2018	September	\$ 5,654.01
11/13/2018	3Q adjustment	\$ 2,125.10
Total current year receipts		\$ 85,428.59

Current Year Expenditures:

Striping & rumble strips for roads All County Paving	\$ 15,949.00
--	--------------

Accumulated (unspent) Discretionary Sales Tax as of 9/30/18	\$ 119,434.60
---	---------------

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-17	22,450.54	8,685.36	1,787.46	32,923.36
Nov-17	16,851.29	7,921.37	2,421.56	27,194.22
Dec-17	16,452.86	6,390.77	3,470.78	26,314.41
Jan-18	16,030.72	8,909.00	3,329.08	28,268.80
Feb-18	16,552.17	6,247.35	2,409.30	25,208.82
Mar-18	11,801.78	8,342.41	2,855.06	22,999.25
Apr-18	13,979.38	9,985.36	2,249.64	26,214.38
May-18	18,041.15	7,937.19	1,794.69	27,773.03
Jun-18	17,893.88	8,695.32	1,556.64	28,145.84
Jul-18	20,204.69	8,404.86	1,495.92	30,105.47
Aug-18	22,203.32	8,703.56	1,375.94	32,282.82
Sep-18	19,045.06	8,704.10	1,425.48	29,174.64
YTD Total	211,506.84	98,926.65	26,171.55	336,605.04

Town of Palm Beach Shores
Fund Balance
FYE 9/30/18

ITEM 5a2
November 19 2018

Please approve the following assignments of fund balance. These are amounts that are set aside for a specific purpose and are at the Commission's discretion.

Assigned Fund Balance:	9/30/2018	9/30/2017	9/30/16	
Sewer Service	\$ 21,036	\$ 7,156	\$ 44,992	Cumulative unspent funds in department
Compensated Absences	\$ 94,700	\$ 90,300	\$ 79,000	For employees with 10+ years of service
Subsequent Years' Budget	\$ 112,744	\$ 142,879	\$ 268,000	Use of fund balance in Budget
Total	\$ 228,480	\$ 240,335	\$ 391,992	

TOWN OF PALM BEACH SHORES
FYE 9/30/2018
Capital Deletions

Please approve this list of capital items removed from the Town's inventory.

PROPERTY DESCRIPTION	DATE ACQUIRED	COST	ACC DEPR 9/30/2017	DEPR EXP 9/30/2018	ACC DEPR 9/30/2018	NET BOOK Value
Laserfische software/license/install	09/04/08	\$ 12,525.00	\$ 12,525.00	\$ -	\$ 12,525.00	\$ -
Quad Core Xeon X3220 Network Server & i	08/20/09	\$ 9,704.32	\$ 9,704.32	\$ -	\$ 9,704.32	\$ -
Dell (Mayor)	09/30/10	\$ 1,008.73	\$ 1,008.73	\$ -	\$ 1,008.73	\$ -
Town Website (design & set up)	04/09/10	\$ 3,395.00	\$ 3,395.00	\$ -	\$ 3,395.00	\$ -
Stop Stick Ltd.	03/16/00	\$ 751.15	\$ 751.15	\$ -	\$ 751.15	\$ -
PD Network server	09/30/11	\$ 8,386.43	\$ 7,188.36	\$ 1,198.07	\$ 8,386.43	\$ -
New Siren - Federal Signal Corp.	09/28/00	\$ 13,103.19	\$ 13,103.19	\$ -	\$ 13,103.19	\$ -
20 Masks for breathing apparatus	04/18/13	\$ 16,000.00	\$ 10,095.22	\$ 2,285.71	\$ 12,380.93	\$ 3,619.07
Roll down shutter over grill	10/26/2007	\$ 2,700.00	\$ 2,700.00	\$ -	\$ 2,700.00	\$ -
Minuteman Ambassador Carpet Extractor	4/2/2009	\$ 2,460.41	\$ 2,460.41	\$ -	\$ 2,460.41	\$ -
Air Conditioner	7/25/2013	\$ 11,269.00	\$ 6,707.75	\$ 1,609.86	\$ 8,317.61	\$ 2,951.39
Ice Machine	8/11/2015	\$ 2,899.01	\$ 862.79	\$ 414.14	\$ 1,276.93	\$ 1,622.08
T3 personal electric mobility device	4/22/2008	\$ 9,251.24	\$ 9,251.24	\$ -	\$ 9,251.24	\$ -
2009 Crown Victoria (UNIT 902)	8/23/2013	\$ 6,000.00	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -
2009 Crown Victoria (UNIT 903)	8/23/2013	\$ 6,000.00	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -
Paint & Graphics (UNIT 902)	11/26/2013	\$ 787.00	\$ 787.00	\$ -	\$ 787.00	\$ -
Paint & Graphics (UNIT 903)	11/26/2013	\$ 1,392.00	\$ 1,392.00	\$ -	\$ 1,392.00	\$ -
Spare batteries for T3	9/17/2014	\$ 2,309.82	\$ 2,309.82	\$ -	\$ 2,309.82	\$ -
		\$ 109,942.30	\$ 96,241.98	\$ 5,507.78	\$ 101,749.76	\$ 8,192.54

Note: The following items were sold on GovDeals:

T3 Electric Mobility Vehicle	\$ 1,192.84
2009 Ford Crown Victoria	\$ 1,773.00
	\$ 2,965.84

Town of Palm Beach Shores
Underground Utilities
as of 10/31/18

	FYE 9/30/2016	FYE 9/30/2017	FYE 9/30/2018	FYE 9/30/2019	Project Costs To Date	Cost Estimate (by B&G 5/20/16)	Remaining Budget
Expenditures:							
Survey	\$ -	\$ 45,275.00	\$ -	\$ -	\$ 45,275.00	\$ 74,788	\$ 29,513.00
Legal	-	6,942.50	-	17,500.00	6,942.50	53,420	46,477.50
Project Management/Administration	199.52	13,952.25	78,128.78	-	92,280.55	160,259	67,978.45
Engineering	-	-	-	-	-	142,453	142,453.00
Utility Conversion	-	24,479.00	-	-	24,479.00	3,901,442	3,876,963.00
Landscape Restoration	-	-	-	-	-	26,675	26,675.00
Feasibility Study & other misc costs	7,310.46	-	-	-	7,310.46	10,000	2,689.54
Construction Contingency	-	-	-	-	-	871,807	871,807.00
Straw Ballot	6,305.90	-	-	-	6,305.90	-	(6,305.90)
Total expenditures	\$ 13,815.88	\$ 90,648.75	\$ 78,128.78	\$ 17,500.00	\$ 182,593.41	\$ 5,240,844	\$ 5,058,250.59
Other Financing Sources:							
Transfer In (from General Fund)	\$ 90,000.00	\$ -	\$ 85,646.00	\$ -	\$ 175,646.00	\$ 90,000	\$ (85,646.00)
Loan Proceeds	-	-	-	6,000,000.00	6,000,000.00	5,150,844	(849,156.00)
Total other financing sources	\$ 90,000.00	\$ -	\$ 85,646.00	\$ 6,000,000.00	\$ 6,175,646.00	\$ 5,240,844	\$ (934,802.00)
Net Change in Fund Balance	\$ 76,184.12	\$ (90,648.75)	\$ 7,517.22	\$ 5,982,500.00	\$ 5,993,052.59	\$ -	\$ (5,993,052.59)



Town of Palm Beach Shores

Undergrounding Overhead Power & Communications Utilities

Opinion of Future Project Cost

The Town has been authorized to secure funding up to \$5,500,000 for the Project.
The following is our opinion as to the likely cost for the Project going forward.

Survey	\$38,000
Legal	\$4,000
Project Management/Admin/Engineering	\$80,000
Construction - Town	\$4,336,460
Construction - Comcast	\$250,000
Construction - AT&T	\$450,000
Construction - FPL	\$254,386
Landscape Restoration	\$16,300
Loan Acquisition	\$23,000
Contingency	\$47,854
Total Project	\$5,500,000



ITEM 5b1
November 19 2018

Palm Beach Shores Police Department

247 Edwards Lane
Palm Beach Shores, Florida 33404
Phone (561) 844-3456 Fax (561) 844-9189

Steven Langevin
Chief of Police

Mayor and Commission
November 2018 commission meeting
Report for October events.

As you can see from the activity report our officers had to make 5 criminal arrests 2 were burglary to vehicles which were left open, possession for crack cocaine, possession of marijuana and one for an outstanding warrant.

In this report we have included the synopsis of the lifeguard 's daily reports which was not done before.

We have completed the hiring process for the 2 full time dispatchers, one came from within (Nicole Curtis) has been with us part time and is now full. Mary Boeckler, we were able to steal away from Okeechobee city police. We are now fully staffed in the communications section and are still down one police officer.

Officer Novellas was in Connecticut this month for hers and Quella's recertification, airfare and lodging as always was paid out of her pocket we pay for her normal work days. The recertification is quite demanding, and I do not believe the weather there is as nice as it is here.

4 of our officers attended a seminar taught by the FBI and held at the FAU campus in "the psychology of the active shooter". By all accounts the training was excellent, we continue to look for more ways to effectively train our officers. The last few months we were able to attend PBC Sheriffs training in crisis intervention and cybercrime, we appreciate the partnership with the area agencies to make this happen.

As always if you need anything please call.

Steve Langevin
Chief of police



Palm Beach Shores Police Department

247 Edwards Lane

Palm Beach Shores, Florida 33404

Phone (561) 844-3456 Fax (561) 844-9189

Steven Langevin
Chief of Police

Date: November 5, 2018
To: Mayor Myra Koutzen
From: Chief Steven Langevin
RE: Police Activities for October 2018

Criminal Arrests	5	Vehicle Patrol Hours	332 hours
Parking Citations	5	Segway Patrol Hours	31 hours
Verbal Warnings	13	ATV Patrol Hours	7 hours
Written Warnings	3	Bike Patrol Hours	6 hours
Traffic Citations	7	Foot Patrol Hours	127 hours
Radar and Traffic Control Hours	15 hours	House Check Hours	25 hours
Complaints/Calls for Assistance	63	Lifeguard Assist	4
Patrol Mileage	3924	Lifeguard Rescues	0
Lifeguard Major First Aid	0	Lifeguard Minor First Aid	40
Lifeguard Double Red Flags	4 days	Town Ordinance Violations	0

Misc. Arrest Information:

Arrest Type	Number
Brooks, Nathan W/M 1/22/2001 Burglary to a Conveyance	1800688/1800700
Watson, Omarion W/M 1/23/2003 Burglary to a Conveyance	1800688/1800700
Swindell, Thomas J W/M 11/24/1962 Possession of Crack Cocaine	1800705
Estivariz, Bow Daniel W/M 2/26/1996 Possession of Marijuana	1800731
Baldinger, Michael Aaron W/M 7/1/1978 Outstanding Warrants	1800757



Palm Beach Shores Police Department

247 Edwards Lane

Palm Beach Shores, Florida 33404

Phone (561) 844-3456 Fax (561) 844-9189

Steven Langevin
Chief of Police

Date: November 5, 2018

To: Mayor Myra Koutzen

From: Chief Steven Langevin

RE: Police Activities for October 2018

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Lifeguard Major First Aid	0	Lifeguard Minor First Aid	40
Lifeguard Double Red Flags	4 days	Town Ordinance Violations	0

Misc. Arrest Information:

Arrest Type	Number
[REDACTED] Burglary to a Conveyance	1800688/1800700
[REDACTED] Burglary to a Conveyance	1800688/1800700
[REDACTED] Possession of Crack Cocaine	1800705
[REDACTED] Possession of Marijuana	1800731
[REDACTED] Outstanding Warrants	1800757

**PALM BEACH SHORES
POLICE DEPARTMENT**

247 EDWARDS LANE
PALM BEACH SHORES, FL 33404
561-844-3456

**CASE REPORT SUMMARY BY
DATE RANGE AND DISPOSITION**

REPORT DATE FROM
10/01/2018 00:00

REPORT DATE TO
10/31/2018 23:59

Case Number	Agency	Report Date	Case Type	Report Type	Disposition	PIN
1800688	PBSPD	10/01/2018 12:59	BURGLARY CONVEYANCE	BURGLARY CONVEYANCE	ARREST	7725
1800700	PBSPD	10/05/2018 10:32	BURGLARY CONVEYANCE	BURGLARY CONVEYANCE	ARREST	7725
1800705	PBSPD	10/07/2018 00:47	DRUGS	DRUGS	ARREST	7742
1800731	PBSPD	10/16/2018 18:55	TRAFFIC	TRAFFIC	ARREST	7742
1800757	PBSPD	10/31/2018 20:30	WARRANT ARREST	WARRANT ARREST	ARREST	7720

TOTAL ITEMS: 5



MONTHLY ACTIVITIES REPORT TO THE TOWN COMMISSION
TOWN OF PALM BEACH SHORES FIRE DEPARTMENT
15 October 2018 – 14 November 2018

TO: Mayor Myra Koutzen
Town Commissioners
FROM: Trevor L. Steedman, Fire Chief
DATE: 14 November 2018

Current Action List Items for the Palm Beach Shores Fire Department

OPERATIONS

- Staffing
 - Career Staff.
 - PBSFD hired Firefighter / Paramedic Robert Villagomez to fill the “B” Shift vacancy. Firefighter / Paramedic Villagomez served as a volunteer with Palm Beach Shores Fire Department prior to being hired. He begins orientation on 26 November and reports for his regular shift rotation on 01 December 2018.
 - Two full-time Firefighter / Paramedics returned to their regular schedules following paternity leave.
 - Volunteer Staff
 - Recruitment and Retention efforts remain a priority. The entry versus attrition rate (mainly due to full-time employment opportunities with other area departments) remains constant. There are 28 volunteer members



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

15 October 2018 – 14 November 2018

certified to State Minimum Standards on the “Active” rolls at the time of this report.

- General Operations
 - Apparatus Replacement Schedule for capital purchase planning
 - Projected apparatus replacement in FY 2020
 - Partial funding source: Fanning Public Safety Bequest
 - Donations, unless otherwise specified, are directed toward replacement fund
 - Town of Palm Beach Fire Rescue has offered suppression apparatus from their outgoing fleet for review and consideration for purchase.
- Daily/Weekly/Monthly Duties for On-Duty Personnel
 - Operational, Administrative & Training initiatives are ongoing.
- Workforce & Officer Development
 - The PBSFD in partnership with the Palm Beach County F.O.O.L.S. Chapter is hosting a firefighter education and training seminar in Palm Beach Shores on December 13, 2018. The presenter is Battalion Chief Shannon Stone from Ft. Walton Beach Fire Rescue. Chief Stone will be discussing operational strategies and tactical decision-making from the perspective of initial arriving units to emergency incidents. This seminar is free of charge for members of the PBSFD.
 - West Palm Beach Fire/Rescue has accepted our request for PBSFD Full-Time and Volunteer Staff to do 8-Hour mentorship ride-along shift to gain operational experience and perspective in Fire Suppression and Advanced Life Support (ALS) service delivery. Scheduling of ride-along time will commence now that personnel levels have returned to normal staffing.



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

15 October 2018 – 14 November 2018

- This standard specifies requirements for effective and efficient organization and deployment of fire suppression operations, emergency medical operations, and special operations to the public by volunteer and combination fire departments to protect citizens and the occupational safety and health of fire department employees. The NFPA 1720 Standard has been in existence since 2001.
- Fleet Deployment & Maintenance
 - All suppression apparatus is in service at the time of this report
 - Ocean Rescue 80 (Old Police Department Can-Am)
 - ATV for deployment to Beach and water-related emergencies for direct and more expedient access to related calls-for service.
 - Initial Operator and Safety Training has been completed
 - Response policy, training and Standard Operating Guideline (SOG) are completed.
 - Vehicle is currently at fabrication shop to have frame replaced and parts restored.



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

15 October 2018 – 14 November 2018

COMMUNITY RISK REDUCTION (CRR) INITIATIVES

- *Special Secondary Certificate of Public Convenience & Necessity (COPCN)*
 - Provide immediate Advanced Life Support (ALS) service for Palm Beach Shores
 - Application submission goal is mid-September for review by PBC Emergency Management before consideration at the November PBC Commission meeting.
 - This service is achievable and sustainable within the current budget and subsequent comparable budgetary allocations.
 - Currently working with Riviera Beach Fire Rescue to become authorized users on their Patient Care Reporting (PCR) System.
- *Community CPR & AED*
- *Courtesy Home Fire Safety Surveys – (Implemented: November 2017)*
 - Value-added initiative supports the quality of life and safety for our PBS Community.
 - Residents voluntarily request surveys. PBSFD is working with PBSPD (Chief Langevin) to offer a combined home safety and security survey in a cooperative effort of both public safety agencies.
 - Smoke alarms are available through the PBSFD (Grant Funded)
- Palm Beach Shores is a *Pulse Point* mobile application site – *Pulse Point* is a pre-arrival solution designed to support public safety agencies working to improve cardiac arrest survival rates through improved bystander performance.



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

15 October 2018 – 14 November 2018

- *Pre-Incident Planning* – This on-going initiative serves to familiarize first responders with high-risk occupancies, unique hazards and special properties in Palm Beach Shores and plan accordingly for potential emergencies.
- *File of Life* Program – (Program initiated on 15 March 2017). Program materials funded through budgeted line item – Prevention. Kits are available at the Commission Meeting and during business hours at the Town Hall front office.
- *Residential Fire Extinguisher Selection, Use and Maintenance* - Presented as a hands-on opportunity to community members at the Property Owner's Association meeting on October 16, 2018. PBSFD Firefighters worked side-by-side with members of the community to utilize fire extinguishers to put out incipient-stage fires in a controlled setting.
- Public Service Announcements (PSA's) and *Helpful Links* additions will be made to the Town's Fire Department webpage following the transition to the new website.

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

15 October 2018 – 14 November 2018

TOTAL CALLS FOR SERVICE	21 – (Fire: 5) (Medical: 16)
LAST REPORTING PERIOD	26 - (Fire: 11) (Medical: 15)
PERCENTAGE OF INCREASE / DECREASE	- 15 % - (Fire: -54 %) (Medical: – 6 %)

TRAINING & DRILLS	DATE	TIME	LOCATION	TYPE			NATURE	STAFFING	NOTES
				FIRE	RESCUE	EMS			
	16 Oct 2018	1800	212 Sandal Ln	X			CRR – Fire Extinguishers	14	Hands-On
	23 Oct 2018	1830	Mayan Towers	X			Hi-Rise Operations	13	Hands-On
	30 Oct 2018	1830	90 Edwards	X			Engine Co. Operations	11	Hands-On
	13 Nov 2018	1830	Mayan Towers	X			Hi-Rise Operations	19	Hands-On
	Formal Training Drills – 04								
	Shift-Based Training - 10								
	Personnel Participation (Formal) – 57								
	Personnel Training Hours – 171.0								



Public Works Department

Monthly Status Report

November 2018

Item #: 5 b 3.
November 19 2018

Community Center:

1. Scheduling to paint the exterior of the Community Center. The prep work is in the beginning phases according to events and weather.
2. Public Works Staff completed the painting and all the necessary repairs to the trim and drywall on the second floor interior of the building.
3. The projects listed is funded through the approved general budget.

Grounds & Parks:

1. The Parkway Fountain Renovations Project located near Bamboo Road began on Monday, September 20, 2018 and was completed on Tuesday, October 30, 2018.
2. The Parkway and Fountain Landscaping Beautification Project is in the planning stages with the assistance of the Environmental Committee. A landscaping plan will be presented to the Environmental Committee for review and approval.
3. Scheduling to pressure clean and paint the Gazebos located at the Town Hall and Inlet Park.
4. The projects listed is funded through the approved capital and general budget.

Streets:

1. Scheduling to replace the storm grates that no longer meet DOT requirements and repair the concrete Aprons surrounding the storm grates and basins on Lake Drive and Ocean Ave.
2. Scheduling to perform the cleaning of the 80 Storm Drain Basins and Concrete Aprons on the outer perimeter streets.
3. Receiving quotes to Reline the Storm Drain Pipe located at the intersection of Lake Drive and Bamboo Road along with the installation of the Outfall Tidal Valve.
4. The projects listed are funded through the approved capital and general budget.

Lift Stations:

1. Scheduling to reline the streets sewer manholes located on Atlantic Ave and Linda Lane due to ground water intrusion. Receiving new quotes to piggyback from.
2. The projects listed are funded through the approved general budget.

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

1. The Police Departments renovations for the new bathroom and Dispatch area is still in progress. The Commissioners approved the contractor, Crawford Construction who meet all the requirements and was awarded the contract. The work was scheduled to begin the last week of October 2018, unfortunately Crawford Construction has not responded to phone calls or emails therefore breaching the contract with the Town awarding the company the bid for the project. I have reached out to several contractors to provide a proposal for the Bathroom Renovations. If we are unsuccessful with this attempt the project will go through the bid process once again. The Public Works Department Staff will complete all of the remaining renovation projects except the Bathroom Renovations. The renovations have been a group effort between the Police Department Staff and the Public Works Department Staff.
2. The project listed is funded through the approved capital budget.

Foot Note:**Training / Certificates:**

1. The next training courses begin in November 2018 for all Public Works Staff. These courses will consist of waste water, pumps, and Storm Water Advanced Engineering looking to the future Level 1 & 2.
2. OSHA'S Model Training Program for multiple certifications & continuing education credits.
3. Additional training for heavy equipment operation and safety will be provided for all Public Works Staff. The training is provided through United Rentals under the instruction of "City of Orlando" Heavy Equipment Training Level 1. A certificate of completion for 18 hours of training will be provided. This is a continuing education program as needed.

TOWN CLERK REPORT
November 19, 2018 Commission Meeting

ITEM 5b4
November 19 2018

TASKS	STATUS
Upcoming Meetings	<ul style="list-style-type: none"> ➤ P & Z Regular and LPA Meeting November 27, 2018 at 6:30 pm. ➤ NO Special Magistrate Hearing November or December.
New Hours to submit Permits in the Building Department	<ul style="list-style-type: none"> ➤ NEW HOURS FOR THE BUILDING DEPARTMENT! Due to the increase in building permits over the last several months, we have changed days and times to accept building permits to Monday, Wednesday, and Friday from 9:00 am to 1:00 pm. This gives the office staff and building official the needed time to process documents in a timely manner. Just as a note, in the last 3 months, we have had a 70% increase in permit submittals, which increases the amount of time our administrative staff and building official spends to process these. Therefore, we have partnered with our contractor for building services to secure an additional building official to assist with inspections and plan review. Note: This will reflect additional expenditures for this department in future financial reports.
Building Department Processed Permits Fiscal Year 2017/18	<ul style="list-style-type: none"> • Total Permits issued in October - 89 • Total Permit Fees in October - \$26,984.23 • Total Construction Value in October - \$197,393.00 • Total Permits issues YTD – 489 • Total Permit Fees YTD - \$238,449.83 • Total Construction Value YTD - \$7,950,401.90
Code Compliance	<p>New/ongoing open Code Violations October: 35</p> <ul style="list-style-type: none"> • 13 Yard debris, bulk and trash/garbage collections times (Code Sec. 38-9) • 13 Property Maintenance (Code Sec. 14-329) • 1 Expired Tags/prohibited vehicles (Code Sec 70-75) • 2 Working without a permit (Code Sec 14-81) • 5 No Business Tax/Certificate of Use (Code Sec 18-16) • 1 Noise (Code Violation: Sec. 42-32)
Community Center	<p>16 events October: 2 Town/Misc.; 5 Civic; 4 Resident; 1 Service Providers; 4 Church</p>

We are excited to see our snowbirds returning to the Town! Please stop by Town Hall and let us know you are back... we have missed you!

Plus, we would like to introduce you to Laura Brown who is the newest member to our administrative team! Laura is the smiling face to the building department and brings many years of building department knowledge. She is also our accounts payable clerk!

See you soon! Eyyonne



ITEM 9a
November 19 2018

Palm Beach Shores Police Department

247 Edwards Lane
Palm Beach Shores, Florida 33404
Phone (561) 844-3456 Fax (561) 844-9189

Steven Langevin
Chief of Police

10/05/2018
Wendy:

This is the one I sent a short time back, the total funds required to purchase the 2 police vehicles and LPR/CCTV system is: (breakdown attached)

\$160.035.00

However I would like to have about 6 Thousand on hand for unforeseen IT needs that may come up to interface our PD computers and Vigilant, which ENS may have. Also if there is any unknown hardware problems at the 3 Town poles that the cameras will sit on.

For a total of **\$166.035.00**

Thanks,
Steve



August 24, 2018

Palm Beach Shores Police Department
Chief Langevin

2019 Ford Police Interceptor Utility AWD	\$27,840.00
3.7L V-6	INCLUDED
6 Speed Automatic Transmission	INCLUDED
Driver Side Spot Light	\$210.00
Grill Lamp Siren Wiring Package	\$49.00
Reverse Sensing	\$274.00
Dark Car Feature	\$19.00
Headlight Prep Package	\$124.00
Taillight Prep Package	\$59.00
SYNC Voice Activated Blue tooth System	\$294.00
Keyless Entry	\$259.00
Rear Air Conditioning	\$610.00
Whelen Liberty II Red/Blue Lightbar with Take down LEDs	\$1,299.00
Whelen Siren Controller	\$329.00
(6) Whelen MICON's Red/Blue Mounted Vertical Outer Edge Pillar Mount	\$678.00
100 Watt Siren Speaker	\$149.00
(2) Whelen ION's Blue/Blue Mounted In Driver & Passenger Side Rear Doors	\$238.00
(2) Whelen ION's Blue/Blue Mounted In Driver & Passenger Side Rear Glass	\$238.00
(2) Whelen MICRONs Red/Blue Mounted In Grill Area	\$197.00
(2) Headlight & (2) Taillight Hideaway Clear LEDs	\$365.00
Rear View Back Up Camera	\$0.00
Angled Console with Cup Holder & Printer Mount Arm Rest for Brother Pocket Jet Printer with 11" Slide Out Locking Swing Arm with Motion Adapter	\$836.00
K9 Platform with Rubber Mat & Water Bowl, Ace K9 Hot-N-Pop Pro Includes S.O.S Horn Honk Feature, Door Pop System, Temperature Sensors and vehicle battery voltage, Door Popper Remote Transmitter and Holster, Long Range External Antenna, 10" Fan with HD Fan Guard, Ace Watchdog™ for use with Pro Alarm Systems	\$3,879.00
Havis Charge guard	\$97.00
Motorola Power Cable, Speaker Cable, Antenna, Antenna Base, TNC Connector	\$143.00
Bartow Ford Custom Installation & Delivery to your Location	\$1,070.00
Two-tone Paint 4 Doors Only	\$1,025.00
Palm Beach Shores POLICE 3M Reflective Graphics	\$375.00
Install Customer Supplied, Docking Station, Motorola Radio, Panasonic In Car Video	INCLUDED
TOTAL EQUIPMENT AMOUNT PER UNIT \$40,656.00	

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485

K.9.

2800 US Hwy North
Bartow, Florida 33830



August 24, 2018

**Palm Beach Shores Police Department
Chief Langevin**

2019 Ford Police Interceptor Utility AWD	\$27,840.00
3.7L V-6	INCLUDED
6 Speed Automatic Transmission	INCLUDED
Driver Side Spot Light	\$210.00
Grill Lamp Siren Wiring Package	\$49.00
Reverse Sensing	\$274.00
Dark Car Feature	\$19.00
Headlight Prep Package	\$124.00
Taillight Prep Package	\$59.00
SYNC Voice Activated Blue tooth System	\$294.00
Keyless Entry	\$259.00
Whelen Liberty II Red/Blue Lightbar with Take down LEDs	\$1,299.00
Whelen Siren Controller	\$329.00
(6) Whelen MICON's Red/Blue Mounted Vertical Outer Edge Pillar Mount	\$678.00
100 Watt Siren Speaker	\$149.00
(2) Whelen ION's Blue/Blue Mounted in Driver & Passenger Side Rear Doors	\$238.00
(2) Whelen ION's Blue/Blue Mounted in Driver & Passenger Side Rear Glass	\$238.00
(2) Whelen MICRONS Red/Blue Mounted in Grill Area	\$197.00
(2) Headlight & (2) Taillight Hideaway Clear LEDs	\$365.00
Rear View Back Up Camera	\$0.00
Angled Console with Cup Holder & Printer Mount Arm Rest for Brother Pocket Jet Printer with 11"	\$836.00
Slide Out Locking Swing Arm with Motion Adapter	
Full Partition, with Recess Panel & Lower Extension Panel	\$782.00
Rear Prisoner Seat with Integrated Rear Cargo Barrier	\$945.00
Rear Window Bars	\$145.00
Havis Chargeguard	\$97.00
Motorola Power Cable, Speaker Cable, Antenna, Antenna Base, TNC Connector	\$143.00
Bartow Ford Custom Installation & Delivery to your Location	\$1,070.00
Two-tone Paint 4 Doors Only	\$1,025.00
Palm Beach Shores POLICE 3M Reflective Graphics	\$375.00
Install Customer Supplied, Docking Station, Motorola Radio, Panasonic In Car Video	INCLUDED
TOTAL EQUIPMENT AMOUNT PER UNIT \$38,039.00	

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485

2800 US Hwy North
Bartow, Florida 33830

Chief Langevin,

I am very happy that you are considering Vetted Solutions / Vigilant Solutions as your LPR provider, and I am pleased to present you with the following elements which should support a *sole source* justification for your LPR project utilizing Vigilant Solutions LEARN backend.

- Vigilant Solutions owns and manages the single largest license plate recognition (LPR) data sharing initiative, known as the National Vehicle Location Service (NVLS). NVLS consists of over 9.0 billion LPR scans, and is growing at a rate of 35-40 million monthly. This extensive LPR data set provides intangible value from an investigative perspective.
- Vigilant Solutions offers a centralized hosted LPR offering eliminating any requirements of server hardware, database expertise, and software maintenance from the Agency. This hosted offering is made available by Vigilant in a secure data center with full backup and redundancy. This service from Vigilant comes at no additional cost to the Agency, and provides data storage, database optimization, and software updates.
- Vigilant Solutions offers a proprietary feature known as the Mapping Alert Service (MAS). MAS enables the Agency to leverage the data sharing initiative of NVLS to match ALL available LPR data against Agency hotlists and provide "hits" on a map interface with agency-customizable icons. This can be used both to locate vehicles of interest, and also to visualize criminal "hot-spots" for predictive policing efforts.
- Vigilant Solutions offers a proprietary feature in its mobile LPR system known as the Mobile Hit Hunter (MHH). Similar to MAS, MHH enables the Agency to match recent NVLS data against the Agency hotlists and distribute any resulting "hits" to MHH-equipped patrol vehicles that are within a two-mile radius of the suspect vehicle. This service greatly enhances the efficiency of officers on patrol.
- Vigilant Solutions offers a proprietary smartphone application known as the Mobile Companion. Available for both iPhone and Android devices, the Mobile Companion allows for an agency user to capture license plate images for checking against agency hotlists, contribute plate reads to NVLS, and

Vetted Security Solutions

Tel 901-545-9825
Fax

621 Monte Cristo Blvd
Saint Petersburg, FL 33715

www.vettedsolution.com
rbarnett@vettedsolution.com



also perform queries against collected data. This is ideal for special events, bike rallies, and officers on foot patrol.

- Vigilant Solutions is the only vendor to provide the ability to administer software updates to field installed mobile LPR systems directly from the back-office. Software updates from Vigilant are made available to Agency Managers in LEARN, and can then be pushed out to vehicles in the field via standard LEARN server-to-vehicle communications. This feature saves time for the Agency in administering field software updates.
- Vigilant Solutions is the only vendor to offer a Site License Agreement (SLA) program entitling the Agency to ongoing and unlimited technical support as well as software enhancements.
- Vigilant Solutions is the only vendor to offer a wiring harness meeting the Society for Automotive Engineers, SAE J-1128 'Standard for In-Car Wiring Harnesses'. The wiring harness consists of fire rated/retarded materials, including a 'shut-off' switch, Power Conditioner (to protect electronics against varying vehicle voltages), and inline fuse panel.
- Vigilant Solutions is the only LPR vendor that offers mobile LPR system using a Digital Signal Processor (DSP). This is important to the Agency because a DSP unit is a solid-state device that contains no moving parts including the processor, motherboard, or memory. The DSP is designed for ruggedized mobile conditions and is resistant to failure due to shock and other adverse conditions commonly seen in a patrol vehicle.
- Vigilant Solutions offers a proprietary feature known as Stakeout allowing for multiple points of interest to be defined on a map, with corresponding geo-zones and times/dates, for the location of "common plates" that are seen in more than one of the locations of interest. This feature allows for investigations into pattern crimes (robberies, burglaries, sex offenses, etc) for generating leads into the identification of serial offenders and the identification of associated members of organized criminal enterprises.

- Vetted Solutions is the exclusive certified Vigilant Solutions partner authorized on the Palm Beach County Sheriff's Office account

The above qualifications demonstrate why Vetted Solutions / Vigilant Solutions is uniquely qualified to meet the needs of the Palm Beach Shores Police Department. We look forward to serving you.

Best Regards,

Ryan Barnett
Owner / Principal
Vetted Security Solutions
Vigilant Solutions Gold Partner
Wanco Service / Repair Distributor

TOWN OF PALM BEACH SHORES
CONTRACT FOR VIGILANT SOLUTIONS LAW ENFORCEMENT EQUIPMENT

THIS CONTRACT FOR VIGILANT SOLUTIONS LAW ENFORCEMENT EQUIPMENT is entered into, and effective, this ____ day of November, 2018 by and between the TOWN OF PALM BEACH SHORES, FLORIDA, a Florida municipal corporation with offices located at 247 Edwards Lane, Palm Beach Shores, Florida 33404, organized and existing in accordance with the laws of the State of Florida, hereinafter “Town”; and VETTED SECURITY SOLUTIONS LLC, a Florida registered limited liability company, whose principal address is 621 Monte Cristo Boulevard, St. Petersburg, Florida 33715, hereinafter 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 Contract for Vigilant Solutions Law Enforcement Equipment, whereby the Contractor shall provide the turnkey installation of a license plate recognition system for the Town. This contract is procured as a “sole source” contract pursuant to the Contractor’s Sole Source proposal, attached hereto as “Exhibit A.”

2. COMPENSATION: Pursuant to Exhibit A, and in consideration for the above Scope of Services, pricing is as follows:

- Vigilant ALPR: Fixed ALPR Dual Camera Enclosures – three (3) at a unit price of \$19,500.00 ea.;
- Vigilant ALPR: Pole Mount Kit – LPR Camera – six (6) at a unit price of \$185.00 ea.;
- Vigilant ALPR: Vigilant Services: Vigilant SSU&C of LEARN Account – one (1) at a unit price of \$1,240.00 ea.;
- Vigilant ALPR: Vigilant CLK Fees: CLK Tier 1 VS-BSCSVC-01 – six (6) at a unit price of \$525.00 ea.;
- Vigilant ALPR: Vigilant Installation Services: Fixed ALPR Installation – thee (3) at a unit price of \$1,250.00 ea.;

- Travel and Expenses: Travel and Expenses – \$800.00;
- Vigilant ALPR: Vigilant Shipping: Vigilant Shipping Fixed ALPR – six (6) at a unit price of \$95.00 ea.;
- Vigilant ALPR: Vigilant Services: Vigilant SSU&C of Field Equipment – three (3) at a unit price \$250.00 ea.; and
- Vigilant ALPR: Vigilant Services: Vigilant Training – one (1) at a unit price of \$850.00 ea.; and
- Vigilant Warranty: Warranty Vigilant Reaper 4 Years – six (6) at a unit price of \$2,500.00 ea.

This contract amount shall not exceed Eighty Thousand Eight Hundred Ten Dollars and Zero Cents (\$80,810.00). The Town shall pay the Contractor after receipt of the equipment, and within forty-five (45) days of receipt of an invoice documenting the amount due.

3. **INSURANCE AND INDEMNIFICATION:** 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. 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 Contract.

4. **PUBLIC ENTITIES CRIMES ACT:** As provided in Sec. 287.132-133, *Florida Statutes*, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), *Florida Statutes*.

5. **TERM; TERMINATION; NOTICE:** The term of this Contract shall be ninety (90) days from the date of execution. This Contract may be terminated by either party upon thirty (30) days written notice to the other party. 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: Evyonne Browning, Town Clerk	Vetted Security Solutions LLC 621 Monte Cristo Boulevard St. Petersburg, Florida 33715 <i>Attn: Ryan Barnett, Authorized Member</i>

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

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

8. **CHOICE OF LAW; VENUE:** This Contract 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.

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

10. **INSPECTOR GENERAL:** Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the Town shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Town, as well as contractors and lobbyists of the Town in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

11. **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 work described in the Proposal or Bid. 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 performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, 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.

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

WITNESSES:

**VETTED
SECURITY SOLLUTIONS LLC**

Ryan Barnett, Authorized Member

(Corporate Seal)

TOWN OF PALM BEACH SHORES

ATTEST:

Myra Koutzen, Mayor

Evyonne Browning
Town Clerk

(Seal)

Vetted Security Solutions LLC

621 Monte Cristo Blvd
St. Petersburg, FL 33715
(901)545-9825
rbarnett@vettedsolution.com
vettedsolution.com



ESTIMATE

ADDRESS

Palm Beach Shores Police
Department

ESTIMATE # 1362**DATE 10/23/2018**

ACTIVITY	QTY	RATE	AMOUNT
Vigilant ALPR:Fixed ALPR Dual Camera Enclosure Fixed LPR Enclosure Package w/ 2 Cameras Software: <ul style="list-style-type: none">• CarDetector LPR server software for up to 35 points of capture• LPR software is compatible with Vigilant's nationally hosted LEARN LPR data server• Centralized web based LPR system and data management• Full suite of LPR tools including data analytics Hardware: <ul style="list-style-type: none">• Qty3 Combination IR / Color Reaper LPR Camera - 75mm lens package• 'Includes RAM mounting bracket• NTSC video format• Solid state digital signal processor unit - No moving parts• Wiring harness w/ single point power connection• DOT Certified LPR Enclosure• 120v surge protector w/ fault sensor• 10A 12vdc Power Supply• 6 Port Industrial Switch• Router / Modem Combo• Remote Monitoring Hardware• Industrial Micro PC w/ i5 processor, Windows 10 Pro license, 8GB Ram, 128GB SSD• Interior mounted fan for air circulation inside enclosure• Interior Temperature sensor• All necessary mounting brackets for LPR enclosure pole mount on standard pole	3	19,500.00	58,500.00
Vigilant ALPR:Pole Mount Kit - LPR camera Camera Mounting Accessories <ul style="list-style-type: none">• Made for heavy weighted LPR cameras or high	6	185.00	1,110.00

ACTIVITY	QTY	RATE	AMOUNT
impact applications			
• Pole Mount Kit			
• One required per camera			
Vigilant ALPR:Vigilant Services:Vigilant SSU&C of LEARN Account	1	1,240.00	1,240.00
Vigilant Start Up & Configuration of Hosted/Managed LEARN Server Account			
• New client account setup via national LPR server			
• Required for all hosted/managed LEARN client accounts			
Vigilant ALPR:Vigilant CLK Fees:CLK Tier 1 VS-BSCSVC-01	6	525.00	3,150.00
Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments			
• Managed/hosted server account services by Vigilant			
o Includes access to all LEARN and CarDetector software updates			
• Requires new/existing Enterprise Service Agreement (ESA)			
• Priced for 1 Cameras per year			
Vigilant ALPR:Vigilant Installation Services:Fixed ALPR Installation	3	1,250.00	3,750.00
Installation of ALPR Enclosure			
• Included Mounting of Camera Arms / Enclosure			
• Includes tapping of existing power / fiber necessary for local power / connectivity (assumes power / connectivity is already at base of pole)			
Travel and Expenses:Travel and Expenses	1	800.00	800.00
Travel and Expenses			
Vigilant ALPR:Vigilant Shipping:Vigilant Shipping Fixed ALPR	6	95.00	570.00
(1) VSH-STNRD Vigilant Shipping & Handling Charges			
• Applies to each Fixed LPR System			
• Shipping Method is FOB Destination			
Vigilant ALPR:Vigilant Services:Vigilant SSU&C of Field Equipment	3	250.00	750.00
Vigilant System Start Up & Commissioning of 'In Field' LPR system			
• Vigilant certified technician to visit customer site			
• Includes system start up, configuration and commissioning of LPR system			
• Applies to 1 Mobile System or 1 Fixed Camera			
Vigilant ALPR:Vigilant Services:Vigilant Training	1	850.00	850.00
Vigilant End User Training for LPR Systems			
• End user training for Vigilant products			
o Covers all client purchased applications			
o Includes classroom and field operation training			
• Vigilant certified technician to visit site and perform one training class			
Vigilant Warranty:Warranty Vigilant Reaper 4 years	6	2,500.00	15,000.00
LPR Enclosure – Extended Warranty – 4 years			
• One year hardware / labor warranty included with			

ACTIVITY	QTY	RATE	AMOUNT
camera			
• Provides for additional 4 years of Vigilant Reaper			
Cam / Enclosure Box			
• Covers all non LPR hardware included in LPR			
Trailer electronics package			
Discount	1	-4,910.00	-4,910.00
Discount			

Includes total 5 year parts and labor warranty	TOTAL	\$80,810.00
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Requires customer provided SIM Card

Requires customer provided pole with 120VAC Power

Accepted By	Accepted Date
-------------	---------------



October 10, 2018

ITEM 9b
November 19 2018

**Palm Beach Shores
Alan Welch**

2019 F-250 Super Duty 4x4 SD Crew Cab 8' box 176" WB SRW

6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel
6 Speed Automatic Transmission
Power Equipment Group
Trailer Brake Controller
Platform Running Boards
Tailgate Step & Handle
Tough Bed Spray-In Bedliner
Upfitter Switches
Steering Wheel-Mounted Cruise Control
Undercoating
Deep Window Tint
(4) Corner LED's Amber
Electronic-Locking w/3.73 Axle Ratio

TOTAL EQUIPMENT AMOUNT PER UNIT \$33,377.00

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485

2800 US Hwy North
Bartow, Florida 33830

Alan Welch

From: Richard Weissinger <thefordtruckguy@gmail.com>
Sent: Wednesday, October 10, 2018 1:27 PM
To: Alan Welch
Subject: Charlotte County Contract
Attachments: Charlotte 185092 Signed.pdf

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Bartow Ford
2800 US Hwy. 98 North
Bartow, FL. 33830
Bartow Ford EVT
5355 Airport Blvd
Bartow, FL. 33830
Office [\(800\)-533-0425](tel:(800)533-0425)
Cell [\(813\)-477-0052](tel:(813)477-0052)
E-mail : thefordtruckguy@gmail.com
WWW.BARTOWFORD.COM

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Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

BID NO. 2018000509 VEHICLES – ANNUAL CONTRACT

It is the intent of Charlotte County to purchase vehicles, on an "as required" basis, from a Ford Motor Company dealer. It is the specific purpose of this bid to establish a conditional contract for the required materials and to secure the cost and availability of the requirements for procurement from a source of supply that will give prompt and convenient service.

**PRE-BID CONFERENCE: 11:00 a.m., AUGUST 20, 2018
PURCHASING DIVISION CONFERENCE ROOM**

**BID OPENING: 2:00 p.m., AUGUST 29, 2018
PURCHASING DIVISION CONFERENCE ROOM**

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", document number 185092. Any questions can be answered by contacting Alisa L. True, CPPB, Senior Contract Specialist at 941.743.1549 or email: alisa.true@charlottecountyfl.gov.

Notice of Availability
Posted: August 7, 2018



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

STATEMENT OF NO BID

If you **do not** intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service.

We the undersigned, have declined to bid on requested commodity/service **Bid #2018000509, VEHICLES – ANNUAL CONTRACT**, for the following reason(s):

- ☐ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- ☐ Insufficient time to respond to the Invitation to Bid.
- ☐ We do not offer this product or service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet bond/insurance requirements.
- ☐ Unable to meet specifications.
- ☐ Specifications are unclear (explain below).
- ☐ Remove us from your vendors' list for this commodity/service.
- ☐ Other (specify below).

Remarks: _____

Company Name: _____

Contact Person (typed or printed): _____

Contact Person Signature: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Note: Statement of No Bid may be emailed to alisa.true@charlottecountyfl.gov or faxed in to the Purchasing Division at 941.743.1384.

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VEHICLES – ANNUAL CONTRACT
BID NO. 2018000509**

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**INSTRUCTIONS TO BIDDERS
VEHICLES – ANNUAL CONTRACT
BID NO. 2018000509**

IB-01 QUALIFICATIONS OF BIDDERS: It is the intent of the County to award this contract to the lowest responsible bidder, qualified by experience and solvency, with proven reliability and the ability to supply all items within a reasonable time frame acceptable to Charlotte County. Bidder may be required to supply information in writing at the request and discretion of the County prior to award of bids, in order to verify above requirements.

IB-02 GENDER DESIGNATION: The County and the Contractor are treated throughout these Documents as if each were of the singular number and masculine gender.

IB-03 EXAMINATION OF DOCUMENTS:

A. Prior to the submission of a bid form, bidders shall carefully examine the bid package including the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Insurance Requirements, and all other related bid documents, including all modifications thereof, incorporated in the bid package.

B. Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) calendar days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

C. Interpretations of any of the bid documents made will be in the form of a written addendum to the documents, which will be posted on the purchasing website. Receipt of any addenda by each bidder must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming a part of the contract. No oral explanations shall be binding. The County will attempt to notify all prospective bidders of addenda issued to the bidding documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to determine if addenda were issued, acknowledging and incorporating it into their bid.

IB-04 PREPARATION AND SUBMISSION OF BID FORM REQUIREMENTS:

A. Bids shall be submitted on the bid form supplied by the County, or duplication thereof and attached thereto, or as otherwise specified. Bidders shall indicate the number of calendar days required for delivery and acknowledge receipt of any addenda received during the bid period.

Each bid must give the full business address of the bidder and state whether bidder is an individual, corporation or partnership. Bid Forms by a corporation must be signed in the name of the corporation, followed by the original signature and designation of the officer or other person authorized to bind the corporation.

Bid Forms by partnerships shall show the names of all partners. The partnership title shall be followed by the original signature of each partner.

Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the County.

Bid documents and forms shall be submitted sealed, and the envelope/package clearly marked with the Bid Number and the Name and Business Address of the individual/firm submitting the bid. Bids postmarked prior to said time and date but not received shall **not** be considered and will be returned to bidder unopened.

B. Bid Guarantee - The bid form shall be signed where indicated guaranteeing that the bidder will not withdraw his bid for a period of 60 days after the scheduled time of opening of bids.

IB-05 WITHDRAWAL OF BIDS: Bids may be withdrawn by request of the bidder prior to the time fixed for opening. Error or negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

IB-06 BID TABULATIONS: In accordance with Florida Statutes, Section 119(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Those bidders interested in receiving a copy of the results of this bid once they are released may do so by visiting our website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", Document Number 185094. No information regarding the submittal will be divulged over the telephone.

IB-07 RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission of bids. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received the first submission date may be rejected by the County depending on available competition and timely needs of the County.

IB-08 FORM OF CONTRACT: The submitted Bid Form signed by the Bidder, together with the complete bid package furnished by the County, shall constitute a binding contract. The Bidder shall be required to perform according to the Bidder's submitted Bid Form and the County's bid package when a purchase order, signed by the Senior Division Manager - Purchasing or his/her designee, is transmitted to the Bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the Bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the Bidder to forfeiture of the bid bond or other posted security and other possible penalties.

IB-09 NOTICE TO PROCEED/DELIVERY: After award of bid, a purchase order shall be issued bearing the terms of delivery. Upon receipt of purchase order, successful bidder shall acknowledge receipt of same by either fax or mail, and shall commence prosecution of order so that the agreed upon delivery date will be satisfied.

IB-10 PAYMENT: Request for payment must be submitted to the Charlotte County Purchasing Division on a form approved by the County. Price shall be net and all invoices payable according to the Local Government Prompt Payment Act (F.S.218.74).

IB-11 PERFORMANCE EVALUATION: At the end of the contract, the receiving department will evaluate the successful bidder's performance. This evaluation will become public record.

IB-12 ARITHMETIC DISCREPANCIES:

A. For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid forms as submitted by bidders:

1. Obviously misplaced decimal points will be corrected.
2. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
3. Apparent errors in addition of lump sum and extended prices will be corrected.

B. For the purpose of bid evaluation, the County will proceed on the assumption that the bidder intends his bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies as provided above, and the bid will be so reflected on the tabulation of bids.

IB-13 DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by the contract are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution to the specifications, the bidder shall furnish to the County the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution, and such substitution shall be subject to County approval. Substitutions shall be approved only if determined by the County to be equivalent to the specifications. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County.

Specified items bid shall be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, or appropriate attachments.

IB-14 QUALITY GUARANTEE: If any product delivered does not meet applicable specifications, or if the product will not produce the effect that the successful bidder represents to the County, the successful bidder shall pick up the product from the County at no expense to the County. Also, the successful bidder shall refund to Charlotte County any money which has been paid for same. The successful bidder will be responsible for reasonable County attorney fees expended to obtain compliance with this provision in the event the successful bidder defaults under this provision.

IB-15 REGULATIONS:

A. It shall be the responsibility of each supplier to assure compliance with any OSHA, EPA, and/or other Federal or State of Florida rules, regulations or other requirements, as each may apply.

B. Bidder must be authorized to transact business and be properly licensed in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Charlotte County will apply to any resulting contract.

IB-16 CODE OF ETHICS: With respect to this bid, if any bidder violates or is a party to a violation of the State of Florida/Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for Charlotte County.

IB-17 COLLUSION: By offering a submission to this invitation for bid, the bidder certifies the bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this bid:

- any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- no person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

IB-18 SOURCE OF SUPPLY AND SUBCONTRACTORS: Bidders are to complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval.

IB-19 DRUG FREE WORKPLACE FORM: It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the bid form. In the event of a tie bid, the presence of a valid and accurate form may be used as a basis for awarding the contract.

IB-20 PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

IB-21 CANCELLATION/TERMINATION OF CONTRACT: The County shall have the right to cancel, terminate or suspend the contract, in whole or in part, by providing the Contractor 30 days written notice by certified mail.

It is expressly understood by the County and the Contractor that funding for any successive fiscal years of the contract is contingent upon appropriation of monies by the Charlotte County Board of County Commissioners. In the event that funds are not available or are not appropriated, the County reserves the right to terminate the contract. The County will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

Pursuant to Section 287.135(3)(a)4 of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement valued at \$1,000,000 or more if the Contractor is found to have submitted a false certification, has been placed on the *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or has been engaged in business operations in Cuba or Syria or a boycott of Israel.

Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement in any amount if the Contractor is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

IB-22 INDEMNIFY: After notification of award, the successful bidder shall indemnify and hold harmless the County, its officers, employees, agents and volunteers, from action, including any court costs or attorneys' fees arising from, or as a result of, any act or omission by bidder, its officers, employees, licensees, invitees, contractors, agents or assignees, in the performance of the services and/or the delivery of goods for which the resulting agreement was entered into. Bidder agrees that the first ten dollars (\$10.00) of compensation received under the resulting agreement represents specific consideration for the indemnification obligation. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

IB-23 TAXES: The Contractor shall assume liability for Local, State, or Federal Tax that is applicable to the work.

IB-24 ASSIGNMENT: This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of the County.

IB-25 EQUAL EMPLOYMENT OPPORTUNITY: Charlotte County, Florida, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All bidders are hereby notified that the successful bidder (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through the contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate the contract upon receipt of evidence of discrimination.

IB-26 CLAIMING STATUS AS A LOCAL BUSINESS: If bidder affirms that it is a local business as defined below and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of the bid form, must be completed.

A. **Local Business Definition:** Local business means the company has a valid Business Tax Receipt issued by Charlotte County, Sarasota County or DeSoto County for at least six months prior to the bid submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of these Counties in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one year period.

B. **Competitive bid (local price match option):** Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

IB-27 EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

IB-28 CONTRACTS PUBLIC RECORDS: Pursuant to Section 119.0701 of the Florida Statutes, Contractors performing government functions on behalf of the County must: a) keep and maintain public records associated with the contracted project; b) provide the public with access to public records pursuant to the terms of Chapter 119 of the Florida Statutes; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law; and d) meet all requirements for retaining public records, transfer at no cost to the County all public records in their possession upon termination of the contract, and destroy any duplicate public records that are confidential and exempt.

**TECHNICAL SPECIFICATIONS & CONDITIONS
VEHICLES – ANNUAL CONTRACT
BID NO. 2015000509**

TS-01 PURPOSE: It is the intent of Charlotte County to purchase vehicles, on an "as required" basis, from a Ford Motor Company dealer. It is the specific purpose of this bid to establish a conditional contract for the required materials and to secure the cost and availability of the requirements for procurement from a source of supply that will give prompt and convenient service.

TS-02 BID PRICES/TERMS OF CONTRACT: Bidders shall bid unit prices, F.O.B., to Charlotte County Fleet Management, 18000 Paulson Drive, Port Charlotte, FL 33954. The prices bid shall include all costs for all transportation, labor, materials and equipment used in supplying and delivering said materials.

Bid prices shall be considered firm from October 1, 2018 through and including September 30, 2019. This bid may be extended/renewed for two (2) additional one (1) year periods, by mutual agreement, provided there are no changes in terms, conditions and prices.

Previous contract prices can be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", Historical Catalog. The previous Contract number for this project is **15-418** and is entitled '**Vehicles – Annual Contract**'.

TS-03 DELIVERY: All bids will indicate the lead time required for the established quantities to be delivered. Successful bidder will be held to delivery dates. Failure to meet delivery or lead time necessitating Charlotte County to make purchases from other sources, shall cause successful bidder to be held liable for the difference of cost between awarded bid price and the cost of the required purchase from another source.

Successful bidder shall notify the Fleet Manager or his designee, at a number to be provided to the awarded Bidder at least 24 hours prior to delivery. All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, excluding legal holidays, unless otherwise agreed to by the receiving department.

TS-04 ESTIMATED QUANTITIES: The exact quantities for this bid cannot be determined at this time. No minimum amount is guaranteed or implied. Purchase orders will be issued on an 'as required' basis.

TS-05 SCOPE:

A. GENERAL: The vehicles to be purchased under this bid are automobiles, sport utility vehicles, passenger vans, light duty vans, light duty trucks, and light duty cab/chassis. Light duty vans, trucks, and cab/chassis cover all models up to and including Class 6 (19,501 to 37,000 lbs. GVW).

Contractors shall bid a percentage discount off of the Ford factory invoice, which shall include the vehicle base price, freight charges, and all factory production options. The invoice submitted will be verified by the County by using Kelley Blue Book's New Car Pricing. In the event of a discrepancy, the Kelley Blue Book New Car Pricing shall supersede the submitted invoice.

Charlotte County shall participate in all fleet incentives, price incentives, and/or rebates available to the bidder in addition to the percentage discount bid. Each vehicle purchased under this contract shall include as part of the base vehicle price:

- vehicle preparation costs
- delivery
- three (3) complete sets of keys

The percentage discount submitted by Bidder should take these factors into account.

From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options. The bidder shall be held to the stated delivery times, except in such cases where the delivery will be delayed due to a natural disaster. Natural disasters are defined as hurricanes or other acts of God. In these cases the bidder shall notify Charlotte County's Fleet Management Division in writing of the delays 30 days prior, when possible, to the original contract delivery date. Should a manufacturer experience production delays or a shutdown, Charlotte County reserves the right to cancel any outstanding orders and purchase said vehicle from another source.

B. DEALER INSTALLED OPTIONS: Dealer installed options may include but are not limited to strobe lights, bedliners, utility bodies, and cranes. See TS-06, Criteria for Award, for the approved list of authorized manufacturers to be used for dealer installed options. Only manufacturers on this list will be accepted. The Fleet Management Division will provide the awarded bidder with updated lists of approved manufacturers for dealer installed options as needed throughout the contract period. All prospective bidders must provide a percentage figure above "actual invoice" for any dealer installed options performed by a sub-contractor. Copies of actual invoices must be provided as backup.

Charlotte County Fleet Management will provide the awarded bidder a list of dealer installed options required for each vehicle as they are ordered. Upon request of these items, the dealer shall provide Fleet Management pricing, excluding markup, within three (3) working days. Responses must be either faxed to 941-575-3671 or electronically mailed to Fleet Management.

C. VEHICLE CONDITION: The bidder shall be responsible for delivering vehicles that are new and unused, properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

1. Complete lubrication and check all fluid levels to assure proper fill
2. Adjustment of engine to proper operating condition
3. Inflate tires to proper pressure
4. Check for proper operation of all accessories, gauges, lights, mechanical and hydraulic features
5. Cleaning of vehicle, if necessary, and removal of all unnecessary items such as tags, stickers and papers. **DO NOT REMOVE WINDOW PRICE STICKER**
6. Overall check for safe operating condition
7. All units must contain no less than 1/2 tank of fuel as indicated by the vehicle's fuel gauge at the time of delivery. If a vehicle is delivered with less than 1/2 tank of fuel as indicated by the vehicle's fuel gauge, the bidder shall be assessed \$40.00 dollars.
8. If a vehicle is delivered with more than 250 miles but less than 500 miles as indicated by the vehicle's odometer, the bidder shall be assessed \$0.50 cents per mile for all miles over 250. Vehicles with 500 miles or more as indicated by the vehicle's odometer may not be accepted.
9. All vehicles shall be delivered with three (3) complete sets of keys. If a vehicle is delivered without three (3) complete sets of keys, the bidder shall be assessed
10. Delivery does not constitute acceptance. Acceptance and authorization of payment will be given only after a thorough inspection indicates that the vehicle meets specifications and conditions listed herein.
11. Vehicles shall be delivered with each of the following documents satisfactorily completed:
 - Temporary license plate and/or county plate
 - Owner and/or operator manual(s).
 - Warranty certifications, including rustproofing, if applicable.
 - Copy of pre-delivery service report.
 - Window price sticker (still affixed).
12. All vehicles shall be equipped with all standard equipment as specified by the manufacturer for this model. All vehicles shall comply with the EPA Emission Standards, and all Motor Vehicle Safety Standards as established by the U.S. Department of Transportation regarding the manufacture of motor vehicles, and OSHA standards CFR 29 1910/1926.

The bidder understands that the bid covers a complete, fully operative unit, as specified by the purchase order and enclosures, including the mounting of all attachments and connections to the chassis.

D. TITLE, REGISTRATION, AND PLATES: All vehicles delivered under this contract shall be titled and registered by the successful bidder in accordance with Florida Statutes Chapters 319 and 320. Awarded bidder shall send any necessary form(s), which must be signed by an authorized representative of the Charlotte County Board of County Commissioners, with the vehicle upon delivery. Awarded bidder shall obtain necessary signature(s) and complete the title and registration process for the County, provide a 30 day temporary tag, and return a County license plate within twenty-five days of the delivery of each vehicle.

The County shall reimburse the Contractor for the actual fees involved in the title application, registration, and obtaining of new license plates as charged by the State of Florida. The cost shall be listed as a separate line item on the invoice presented for payment on each vehicle. Separate invoicing for this reimbursement will not be accepted.

NOTE: Charlotte County is self-insured; therefore, a "Proof of Insurance" form is not required.

TS-06 CRITERIA FOR AWARD: The award of this bid will be made to the lowest, responsive, responsible Bidder, who meets or exceeds the requirements of these specifications.

The County reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after bid opening, the lowest bidder is deemed non-responsive by the County, such bidder shall receive written notice from the County of this determination. The bidder shall have five (5) business days from the date of this notice to dispute the determination and to provide to the County any additional information it deems relevant regarding the bidder's responsibility. The County shall make a final determination regarding the bidder's responsibility at the time of award of the contract.

LIST OF AUTHORIZED MANUFACTURERS TO BE USED FOR DEALER INSTALLED OPTIONS includes, but is not limited to:
EFFECTIVE 10/01/2019

- | | |
|--|--|
| 1. EMERGENCY AND WARNING LIGHTS: | 7. UTILITY AND STAKE BODIES: |
| A. STROBE - NORTH AMERICAN SIGNAL COMPANY | A. KNAPHEIDE |
| B. ROTATING BEACON – TARGET TECH (FEDERAL SIGNAL CORP) | B. READING |
| C. CORNER INTERCEPT – NOVA ELECTRONICS | 8. CRANES: |
| 2. BEDLINERS: | A. AUTO-CRANE |
| A. DURALINER | B. LIFT MOORE |
| B. RHINO LININGS | 9. DUMP AND FLAT BED DUMP HOISTS: |
| C. LINEX SPRAY IN | A. VENCO CONVERSION HOISTS |
| 3. TOOL BOXES: | B. RUGBY |
| A. DELTA | 10. TRUCK AND VAN ACCESSORIES: |
| B. DAYTON | A. SILVER SHIELD SYSTEMS |
| 4. TRAILER HITCHES: | B. TAILGATERS |
| A. DRAW-TITE | C. MASTERACK |
| B. REESE | D. AMERICAN VANS |
| 5. LIFT GATES: | 11. SERVICE & PARTS MANUALS (CD OR HARD COPY): |
| A. TOMMY GATE | A. HELMS PUBLISHING |
| 6. ALUMINUM DUMP BODY INSERTS: | 12. LAP TOP MOUNTS |
| A. TRUCK CRAFT | A. KODIAK MOBILE CF31 IDOCK |
| B. EZ DUMPER | B. JOTTO DESK |
| | 13. REAR MOUNTED CAMERA |
| | A. ZONE DEFENSE |

**BID FORM
VEHICLES – ANNUAL CONTRACT
BID NO. 2018000509**

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, FL 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, Plans, Permit Fees, MOT Policy and any other documentation for

VEHICLES – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

Please Note: For bid evaluation purposes, award will be based on the lowest total of the following vehicle and dealer installed option purchases, calculated at the percentage discount (for vehicles) and percentage mark-up (for dealer installed options) submitted by each bidder. These quantities and descriptions are not actual and may vary considerably. They are only given as a means of determining / calculating the lowest responsive, responsible bidder.

NEW VEHICLE PURCHASES:

PERCENTAGE DISCOUNT OFF OF FORD FACTORY INVOICE	X	VEHICLE FOR FACTORY INVOICE/DESCRIPTION	=	DOLLAR AMOUNT OF DISCOUNT	→	NET COST (LIST PRICE LESS DISCOUNT)
	X	\$34,239.00 (2018 Explorer 2WD SU 4D Auto XLT)	=	\$	→	\$
	X	\$37,818.00 (2018 F250 Super Duty Regular Cab XLT)	=	\$	→	\$
SUB-TOTAL						\$

DEALER INSTALLED OPTIONS:

PERCENTAGE MARK-UP	X	DEALER INSTALLED OPTIONS ACTUAL INVOICE/DESCRIPTION	=	DOLLAR AMOUNT OF MARK-UP	→	NET COST (ACTUAL INVOICE PLUS MARK-UP)
%	X	\$135.00 (Window Tint on a 2018 Explorer SU XLT)	=	\$	→	\$
%	X	\$135.00 (Window Tint on a 2018 F250 XLT)	=	\$	→	\$
SUB-TOTAL						\$

TOTAL COST OF PURCHASING ONE (1) 2018 FORD EXPLORER SU XLT WITH WINDOW TINT, AND ONE (1) 2018 FORD F250 SUPER XLT WITH WINDOW TINT:	\$
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Reminder: From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options.

Please indicate by (✓) that you have included the following documentation with your bid:

() Business Tax Receipt: (Only required if claiming status as a "Local Business" and must be valid for at least six months prior to the bid submission)

Name of Bidder: BARTOW FORD CO

(This form to be returned)

Local Business Status: If Bidder affirms that it is a local business as defined in IB-26 and in accordance with Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009, and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009, then the Affidavit Claiming Status as a Local Business, which is included as a part of this bid package, must be completed and returned.

☐ Yes, our business qualifies as a Local Business and has completed and attached the 'Affidavit Claiming Status as a Local Business' as a part of our submission.

☒ No, our business does not qualify as a Local Business.

NOTE: In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at <http://purchasingbids.charlottecountyfl.gov/> under "Purchasing Bids Online", document number 185094. No information regarding the submittal will be divulged over the telephone.

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List, or is not participating in a boycott of Israel.

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. 1, Dated 8/21; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

Addendum No. 2, Dated 8/27; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

HOLD HARMLESS AGREEMENT: The bidding firm as indicated below, through the signing of this document by any authorized party or agent, indemnify, hold harmless and defend Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the bidding firm, its agents, servants or employees.

Type of Organization (Please Check One): Individual Ownership _____ Partnership _____ Joint Venture _____ Corporation ☒

Name of Bidding Firm BARTOW FORD

Mailing Address 2800 US HWY 98 NORTH

Location Address 2800 US HWY 98 NORTH

City & State BARTOW, FL ZIP 33830

Telephone: (813) 477-0052 Fax Number: (863) 535-1038 E-mail: THEFORDTRUCKGUY@GMAIL.COM

Signature of person authorized to bind the Company: _____

Print Name/Title of person authorized to bind the Company: RICHARD WEISSINGER COMMERCIAL FLEET SALES

Date: 8/29/18
(This form to be returned)

AFFIDAVIT
Claiming Status as a Local Business

Bidder affirms that it is a local business as defined below and in accordance with the following: Ordinance 2009-005 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on February 17, 2009; and Ordinance 2009-041 adopted by the Charlotte County Board of Commissioners and filed with the Secretary of State on October 19, 2009.

A. Local Business Definition:

Local business means the company has a valid Business Tax Receipt issued by Charlotte County, Sarasota County or DeSoto County for at least six months prior to the bid submission to do business within Charlotte County, Sarasota County or DeSoto County that authorizes the business to provide the services or goods, and a physical business address located within the limits of Charlotte County, Sarasota County or DeSoto County from which the business operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a business shall not be considered having a "Local Business" unless it contributes to the economic development and well-being of these Counties in a verifiable and measurable way. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as having a "Local Business". A business that misrepresents the local preference status of its company in a bid to the County will lose the privilege to claim local preference for a one year period.

B. Competitive bid (local price match option):

Each formal competitive bid solicitation shall clearly identify how the price order of the bids received will be evaluated and determined. When a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses, as defined below, is within five percent of the price submitted by the non-local business, each of the aforementioned local businesses shall have the opportunity to submit, a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business within five days of being notified by the Senior Division Manager of Purchasing in writing. Contract award shall be made to the responsive, responsible business submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local business and a non-local business, contract award shall be made to the local business.

If requested by the County, the bidder will be required to provide documentation substantiating the information given in this affidavit. Charlotte County reserves the right to request supporting documentation as evidence to substantiate the information given in this affidavit. Failure to do so will result in the bidder's submission being deemed non-responsive.

Company Name: _____

Signature: _____

Title: _____

Year Business Established: _____ Circle the appropriate County: Charlotte DeSoto Sarasota

State of Florida
County of _____

Sworn to and subscribed before me, a Notary Public, for the above State and County on this _____ day of _____, 20____.

Notary Public

Commission Expiration

(Affix Official Seal)

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

This page to be returned only if Contractor is claiming a Local Business Status.

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for the **VEHICLES – ANNUAL CONTRACT** project. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

Source of Supply	Subcontractor(s)
1. <u>EMERGENCY & WARNING LIGHTING</u>	1. <u>WHELEN / SOUNDOFF / FED SIG / NOVA / STAR</u>
<u>BEDLINERS</u>	<u>FORD / DURA LINER / RHINO LININGS / LINEX</u>
2. <u>TRAILER HITCH</u>	2. <u>FORD / DRAW TIGHT / REESE</u>
<u>UTILITY & STAKE BODIES</u>	<u>KNAPHEIDE / READING / PREMIER</u>
3. <u>CRANES</u>	3. <u>VENTURO / AUTO CRANE / LIFT MOORE</u>
<u>DUMP BODIES</u>	<u>KNAPHEIDE / RUGBY / VENCO / GODWIN</u>
4. <u>LIFTGATES</u>	4. <u>TOMMY GATE / WALTCO</u>
<u>ALUMINUM DUMP BODY INSERTS</u>	<u>TRUCK CRAFT / EZ DUMPER</u>
5. <u>TRUCK & VAN ACCESSORIES</u>	5. <u>MASTER RACK / RANGER / ARDIEN STEEL</u>
<u>LAP TOP MOUNTS</u>	<u>HAVIS / JOTTO / GAMBER</u>
<u>SERVICE & PARTS MANUALS</u>	<u>HELM PUBLISHING</u>
<u>REAR MOUNTED CAMERA</u>	<u>THIS IS NOW A FACTORY ITEM</u>

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that BARTOW FORD
(name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature _____

Dated _____

8/28/18

Name of Bidder: BARTOW FORD

(This form to be returned)

BID FORM
VEHICLES – ANNUAL CONTRACT
BID NO. 2018000509

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, FL 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, Plans, Permit Fees, MOT Policy and any other documentation for

VEHICLES – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

PERCENTAGE DISCOUNT OFF OF FORD FACTORY INVOICE (NEW VEHICLE PURCHASES) 4.06 %

PERCENTAGE MARK-UP ON DEALER INSTALLED OPTIONS 0.00 %

Reminder: From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options.

Please indicate by (✓) that you have included the following documentation with your bid:

- () **Business Tax Receipt:** (Only required if claiming status as a "Local Business" and must be valid for at least six months prior to the bid submission)

Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, FL 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, Plans, Permit Fees, MOT Policy and any other documentation for

VEHICLES – ANNUAL CONTRACT

and further agree to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

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Reminder: From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options.

Please indicate by (✓) that you have included the following documentation with your bid:

- () **Business Tax Receipt:** (Only required if claiming status as a "Local Business" and must be valid for at least six months prior to the bid submission)

Name of Bidder: BARTOW FORD

(This form to be returned)

9/28/2018

Richard Weissinger, Commerical Fleet Sales
BARTOW FORD
2800 US Hwy 98 North
Bartow, FL 33830

RE: NOTICE OF ACCEPTANCE

Dear Mr. Weissinger:

This letter shall serve as notification of official acceptance by the Board of County Commissioners of your Bid No. 2018000509, Vehicles - Vehicles, with your firm. The acceptance of your bid, properly executed by an authorized representative of the company, constitutes a binding contract.

Please note the following changes to the Bid Package:

Item 1 TS-05 SCOPE:, A. GENERAL, 5th paragraph states,

"From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options. The bidder shall be held to the stated delivery times, except in such cases where the delivery will be delayed due to a natural disaster. Natural disasters are defined as hurricanes or other acts of God. In these cases the bidder shall notify Charlotte County's Fleet Management Division in writing of the delays 30 days prior, when possible, to the original contract delivery date. Should a manufacturer experience production delays or a shutdown, Charlotte County reserves the right to cancel any outstanding orders and purchase said vehicle from another source."

Please revise this to read:

"From the date of the purchase order, the bidder shall have 48 hours to place the vehicle(s) order with the Ford Motor Company, and shall provide the order number provided by Ford to Charlotte County along with the expected production time. For those vehicles requiring fabrication, the fabrication schedule shall be coordinated with a Charlotte County Fleet Department representative. The Awarded Contractor shall make every effort to provide Charlotte County with the vehicles ordered in a timely manner and shall keep Charlotte County up to date on all information regarding vehicle delivery including, but not limited to, production and/or fabrication delays.

Item 2 TS-05 SCOPE:, C. VEHICLE CONDITION, Item 8 states,

"If a vehicle is delivered with more than 250 miles but less than 500 miles as indicated by the vehicle's odometer, the bidder shall be assessed \$0.50 cents per mile for all miles over 250. Vehicles with 500 miles or more as indicated by the vehicle's odometer may not be accepted."

Please revise this to read:

"Vehicles not requiring fabrication shall be delivered with less than 250 miles as indicated by the vehicle's odometer. Allowances will be made for vehicles that require off-site fabrication, but vendor shall make the effort to keep mileage to a minimum. Vehicles with 1,000 miles or more as indicated by the vehicle's odometer may not be accepted without prior approval from Charlotte County.

Your signature below represents your concurrence with and acceptance of the terms set forth in this letter and bid submitted by your company on August 29, 2018. Please sign and return to this office by email or fax at 941-743-1384. Purchase Orders will be issued on an "as required" basis, and payment shall be made in accordance with the Local Government Prompt Payment Act of the Florida State Statutes.

The contract shall become effective immediately and shall remain in full force and effect through and including September 30, 2019, with option to renew for two additional one-year terms, by mutual consent.

If you have any questions or concerns, please do not hesitate to contact Alisa L. True, CPPB, Senior Contract Specialist, at 941-743-1549.

Yours truly,

Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing

KAC/at

ACCEPTED:


Richard Weissinger, Commerical Fleet Sales

Date: 09/28/2018

cc: File

**PALM BEACH SHORES
DEPARTMENT PURCHASE REQUISITION**

ITEM 9c
November 19 2018

POSTED

Dept: POLICE

Invoice Date: 9/29/2018

Date: 10/31/2018

Invoice #: 1100624686

Vendor: Insight Public Sector, Inc
(If credit card purchase, list vendor in place of address)

To be completed by Accounts Payable:	
Paid	
Check #	

Address: P.O. Box 731072
Dallas, Texas 75373-1072

Phone #: _____

ITEMS REQUESTED

PRICE

Arbitrator MK3 HD Camera 256 GB SSD wireless 1 Integrated option	
5 @ \$4,325.00	\$21,625.00
Wireless Microphone Full Kit 5 @ \$522.50	\$2,612.50
Back Seat Camera 5 @ 400.00	\$2,000.00
G-Force Sensor / Abritrator Vehicle 5@233.50	\$1,167.50
TOTAL	\$27,405.00

All purchases require quotes at following levels (list & attach back-up as required);
\$500 - \$4,999 two verbal quotes
\$5,000 - \$25,000 three written quotes
Over \$25,000 formal bid or RFP

PHONE/EMAIL ORDER PLACED?

Yes X No _____

Account #: Flomias Strani

Request by: [Signature]

DEPARTMENT HEAD APPROVAL

OTHER VENDOR QUOTES:



Ship To 10657654

Page 1 of 1

PALM BEACH SHORES POLICE
PO SL7701
247 EDWARDS LN
PALM BEACH SHORES FL 33404-5718

Invoice

Invoice No. 1100624686	Date 29-SEP-2018	Sales Order no. 323437189	Account No. 10657654	Payment Terms Net 30 days	Due Date 29-OCT-2018	Sales Rep Name Ricardo Pryor	Account Clerk Chris Conard
PO No. SL7701	PO Release No.		Contract No.	State Contract No.		Ship Via Federal Express/Ground	
FEIN: 36-3949000		Service Order No.		Service Rep Name		Original Invoice No.	

Register for Electronic Invoicing at www.insight.com/einvoice

Material	Material Description	Qty	Unit Price	Ext. Price
ARB-KIT-HD	ARBITRATOR MK3 HD CAMERA 256 GB SSD WIRELESS 1 INTEGRATED OPTION Serial #:RHA00270;RHA00286;RHA00015;RIA00073;RHA00262 U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	5	4,325.00	21,625.00
ARB-M90	900 MHZ WIRELESS MICROPHONE FULL KIT U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	5	522.50	2,612.50
ARB-WV-VC31-C	BACK SEAT CAMERA INCLUDES PERPCABLE U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	5	400.00	2,000.00
TGS-3DP	G-FORCE SENSOR / ARBITRATOR VEHICLE U.S. COMMUNITIES IT PRODUCTS & SERVICES(# 4400006644)	5	233.50	1,167.50

Subtotal 27,405.00
Total Amount Due 27,405.00
Currency USD

(T) Denotes taxable item

* Denotes non-shippable item

THANK YOU FOR YOUR ORDER.

FOR ALL INQUIRIES PLEASE CALL 800-934-4477.

The Terms and Conditions and Return Policy and Procedures set forth on
<https://www.insight.com/us/en/terms-conditions/terms-of-sale-products.html>
are specifically incorporated herein.

OCT 15 2018



Please remit checks to:

Insight Public Sector, Inc.
P.O. Box 731072
DALLAS TX 75373-1072

Ship To 10657654

PALM BEACH SHORES POLICE
PO SL7701
247 EDWARDS LN
PALM BEACH SHORES FL 33404-5718Send address changes to addresschange@insight.com

For proper credit, please return this portion with payment.

ACCOUNT NO	10657654
INVOICE DATE	29-SEP-2018
INVOICE NUMBER	1100624686
BALANCE DUE	27,405.00
AMOUNT PAID	
CURRENCY	USD

Bill to: 10657654
PALM BEACH SHORES POLICE
247 EDWARDS LN
PALM BEACH SHORES FL 33404-5718Please remit electronically to:
Insight Public Sector, Inc
c/o JPMorgan Chase
Account: 816365761
Swift code: chasus33
Wire ABA: 021000021
ACH ABA: 124001545

0010657654611006246866000274050024970000000000000000

RESOLUTION NO. R-15-18

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, PALM BEACH COUNTY, FLORIDA, AMENDING ITS OPERATING BUDGET FOR FISCAL YEAR 2017/18 IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF BUDGET RESOLUTION NO. R-20-17; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the necessity of amending the 2017/2018 Town budget has come to the attention of the Town Commission of the Town of Palm Beach Shores; and

WHEREAS, pursuant to Sec. 2, 3 and 4 of Budget Resolution No. **R-20-17** adopted September 25, 2017 in accordance with State Law, budget amendments relating to increases or decreases to the total sum allocated to each department for operating expenses and capital outlay expenses must be formally approved by the Town Commission in the form of a budget resolution for such transfers; and

WHEREAS, the Town Commission has previously approved "Budget Amendment 1 and Budget Amendment 2" by resolutions and now desires to approve "Budget Amendment 4" as set forth in Exhibit A to this Resolution.

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

Section 1. The Town of Palm Beach Shores, hereby amends its 2017/2018 budget as provided in the schedules attached hereto as Exhibit "A" and made a part hereof, in accordance with the terms and provisions of the Budget Resolution No. **R-20-17**.

Section 2. The Town Clerk is hereby directed to attach a copy of this Resolution amending the 2017/2018 budget to the budget documents and this Resolution shall be made a part of said budget.

Section 3. That this Resolution shall take effect upon its passage.

DULY PASSED AND ADOPTED this 19th day of November 2018.

Myra Koutzen, Mayor

ATTEST:

Evyonne Browning, Town Clerk

(SEAL)

Town of Palm Beach Shores
Proposed Budget Amendment #4
FYE 9/30/18

EXHIBIT "A"

	Original Budget	Amendments				Final Budget
		#1	#2	#3	#4	
REVENUE	\$ 4,718,030	252,716	77,179	117,601	27,031	\$ 5,192,557
EXPENDITURES:						
Administration	\$ 389,232			17,200	4,135	\$ 410,567
Legal	100,000		20,000		(8,700)	111,300
Public Works	269,454		10,575	8,800	4,900	293,729
Police	1,368,427	20,913	7,679		54,826	1,451,845
Fire	653,931	20,660		(102,000)	(31,000)	541,591
Building Department	171,050		74,780		(1,980)	243,850
Emergency Disaster	-			136,102	3,077	139,179
Solid Waste	198,000				(12,840)	185,160
911 Dispatch	377,597			12,000	11,000	400,597
Legislative	35,560			(5,957)	(12,705)	16,898
Streets/Storm Sewers	23,025				(4,460)	18,565
Parks	115,650				120	115,770
Beach	92,941					92,941
Lift Station Sewer Service	17,975			2,601	7,335	27,911
Contingencies	85,000		(35,855)	(49,145)		-
Emergency Medical Service	312,615					312,615
Community Center	60,600			(9,000)	(6,600)	45,000
Risk Management	115,000			(8,000)		107,000
Capital	246,327	211,143		115,000	19,923	592,393
Total Expenditures	\$ 4,632,384	\$ 252,716	\$ 77,179	\$ 117,601	\$ 27,031	\$ 5,106,911
Other Financing Use:						
Transfer to UU Fund	85,646					85,646
Total Expenditures & Transfers Out	\$ 4,718,030	\$ 252,716	\$ 77,179	\$ 117,601	\$ 27,031	\$ 5,192,557

Town of Palm Beach Shores
BUDGET 2017/18
Proposed budget amendment #4

EXHIBIT "A"

Account Name	Account Number	Revised Budget	Amendment #4	Final Budget
REVENUE				
Public Safety Grant - PBC 911	001-00-000-36600	-	3,747	3,747
Appropriation of Fund Balance Restricted	001-00-000-38110	(13,020)	23,284	10,264
TOTAL REVENUE		\$ 5,165,526	\$ 27,031	\$ 5,192,557
EXPENDITURES				
ADMINISTRATION				
Professional Svcs/Consulting	001-01-513-03100	15,500	4,135	19,635
LEGAL				
Miscellaneous	001-02-514-09000	15,000	(8,700)	6,300
PUBLIC WORKS				
Operating Supplies ³	001-04-519-05200	4,000	2,900	6,900
Janitorial Supplies	001-04-519-05205	4,000	2,000	6,000
POLICE				
Salaries PT	001-05-521-01300	40,000	43,800	83,800
Professional Svcs/Consulting	001-05-521-03100	14,000	11,000	25,000
Fuel	001-05-521-05210	24,000	4,000	28,000
Items purchased with donations	001-05-521-09900	20,913	(3,974)	16,939
FIRE				
FICA	001-06-522-02100	25,582	(6,950)	18,632
Medial Exams	001-06-522-03120	10,000	(9,000)	1,000
Contracts Maintenance	001-06-522-04600	5,500	(3,050)	2,450
Tires & Batteries	001-06-522-05220	7,000	(6,820)	180
Education/Training	001-06-522-05410	7,000	(5,180)	1,820
BUILDING				
Contract - Code Enforcement	001-07-524-03102	75,000	(1,980)	73,020
EMERGENCY DISASTER (IRMA)				
Miscellaneous Expenses ⁴	001-08-525-09000	44,028	3,077	47,105
SOLID WASTE				
Contracted Services	001-09-534-03400	188,000	(12,840)	175,160
DISPATCH				
Salaries - Regular ⁵	001-10-526-01200	29,000	5,000	34,000
Salaries - O/T ⁵	001-10-526-01400	21,000	5,000	26,000
FRS ⁵	001-10-526-02200	21,328	1,000	22,328
LEGISLATIVE				
Travel	001-11-511-04000	6,000	(4,990)	1,010
Small equipment	001-11-511-04670	5,600	(3,715)	1,885
Education/Training	001-11-511-05410	5,000	(4,000)	1,000
STREETS/STORM DRAINS				
Professional Svcs/Consulting	001-12-541-03100	2,000	(2,000)	-
Maintenance - Street Lights	001-12-541-04616	2,500	(660)	1,840
Signs	001-12-541-04650	2,000	(1,300)	700
Materials	001-12-541-05310	500	(500)	-
PARKS				
Grounds Maintenance	001-13-572-04610	3,500	120	3,620
LIFT STATION SEWER SERVICE				
Maintenance - Equipment	001-15-535-04680	8,101	7,335	15,436
COMMUNITY CENTER				
Miscellaneous	001-21-572-09000	6,800	(6,600)	200
CAPITAL				
Police - Purchased with donations	001-23-521-06401	135,000	3,974	138,974
Roads - improv other than bldg	001-23-541-06300	43,900	15,949	59,849
TOTAL EXPENDITURES		\$ 5,165,526	\$ 27,031	\$ 5,192,557

RESOLUTION NO. R-16-18

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, PALM BEACH COUNTY, FLORIDA, AMENDING ITS OPERATING BUDGET FOR FISCAL YEAR 2018/2019 IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF BUDGET RESOLUTION NO. R-10-18; PROVIDING AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

WHEREAS, the necessity of amending the 2018/2019 Town budget has come to the attention of the Town Commission of the Town of Palm Beach Shores; and

WHEREAS, pursuant to Sec. 2, 3 and 4 of Budget Resolution No. **R-10-18** adopted September 18, 2018 in accordance with State Law, budget amendments relating to increases or decreases to the total sum allocated to each department for operating expenses and capital outlay expenses must be formally approved by the Town Commission in the form of a budget resolution for such transfers.

WHEREAS, the Town Commission hereby desires to approve "Budget Amendment 1" as set forth in Exhibit A to this Resolution.

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

Section 1. The Town of Palm Beach Shores, hereby amends its 2018/2018 budget as provided in the schedules attached hereto as Exhibit "A" and made a part hereof, in accordance with the terms and provisions of the Budget Resolution No. **R-10-18**.

Section 2. The Town Clerk is hereby directed to attach a copy of this Resolution amending the 2018/2019 budget to the budget documents and this Resolution shall be made a part of said budget.

Section 3. That this Resolution shall take effect upon its passage.

DULY PASSED AND ADOPTED this 19th day of November, 2018.

Myra Koutzen, Mayor

ATTEST:

Evyonne Browning, Town Clerk

(SEAL)

Town of Palm Beach Shores
Proposed Budget Amendment #1
FYE 9/30/19

EXHIBIT "A"

	Original Budget	Amendment #1	Final Budget
REVENUE	\$ 5,149,810	253,417	\$ 5,403,227
EXPENDITURES:			
Administration	\$ 417,049		\$ 417,049
Legal	93,000		93,000
Public Works	306,890		306,890
Police	1,465,454		1,465,454
Fire	593,791		593,791
Building Department	215,425		215,425
Emergency Disaster	-		-
Solid Waste	191,000		191,000
911 Dispatch	431,072		431,072
Legislative	21,160		21,160
Streets/Storm Sewers	20,525		20,525
Parks	115,650		115,650
Beach	93,745		93,745
Lift Station Sewer Service	17,975		17,975
Contingencies	85,000		85,000
Debt Service	201,989		201,989
Emergency Medical Service	321,995		321,995
Community Center	49,350		49,350
Risk Management	140,000		140,000
Capital	268,740	253,417	522,157
Total Expenditures	\$ 5,049,810	\$ 253,417	\$ 5,303,227

Town of Palm Beach Shores
BUDGET 2018/19
Proposed budget amendment #1

EXHIBIT "A"

Account Name	Account Number	Original Budget	Amendment #1	Final Budget
REVENUE				
Donations	001-00-000-36600	-	29,895	29,895
Appropriation of Fund Balance	001-00-000-38100	204,860	132,502	337,362
Appropriation of Fund Balance - Restricted	001-00-000-38110	(92,116)	91,020	(1,096)
TOTAL REVENUE		\$ 5,149,810	\$ 253,417	\$ 5,403,227
EXPENDITURES				
CAPITAL				
Legislative - Building	001-23-511-06200	-	16,000	16,000
Police - Building	001-23-511-06200	-	9,434	9,434
Police - capital purchased w donations	001-23-521-06401	-	39,352	39,352
Fire - Building	001-23-522-06200	-	8,100	8,100
Fire - Equipment	001-06-522-06400	15,000	25,000	40,000
Fire - capital purchased w donations	001-23-522-06401	-	81,563	81,563
Roads - improv other than bldg	001-23-541-06300	-	40,000	40,000
Beach - Building	001-23-575-06200	-	12,100	12,100
Beach - Equipment	001-23-575-06400	-	21,868	21,868
TOTAL EXPENDITURES		\$ 5,149,810	\$ 253,417	\$ 5,403,227

This budget amendment appropriates funds for capital expenditures that were budgeted in the previous fiscal year but not spent due to various constraints. It also appropriates newly donated funds for the Police Department.

ORDINANCE NO. O-6-18

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING 62. STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, OF THE CODE OF ORDINANCES OF THE TOWN OF PALM BEACH SHORES AT ARTICLE III. RIGHT OF WAY REGULATIONS. BY AMENDING THIS ENTIRE ARTICLE TO RECOGNIZE THE TOWN'S UTILITY UNDERGROUNDING PROJECT; PROVIDE UPDATED AND NEW DEFINITIONS, REGISTRATION REQUIREMENTS, AND PERMITTING REQUIREMENTS FOR PLACING AND MAINTAINING FACILITIES IN THE TOWN'S PUBLIC RIGHTS-OF-WAY; PROHIBITING ALL ABOVE GRADE FACILITIES AND LIMITING AT GRADE FACILITIES PURSUANT TO THE TOWN'S UTILITY UNDERGROUNDING PROJECT; PROVIDING FOR PASS THROUGH PROVIDERS; PROVIDING FOR EXEMPTION FROM THE FLORIDA ADVANCED WIRELESS INFRASTRUCTURE DEPLOYMENT ACT AS SET FORTH AT SEC. 337.401(7), FLORIDA STATUTES; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 18. BUSINESSES, OCCUPATIONS AND PROFESSIONS. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ENACTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, The Town Commission of the Town of Palm Beach Shores has, based on positive resident input and voter approval, proceeded with the Town's Utility Undergrounding Project, placing all above grade facilities in the Town's public rights-of-way underground, prohibiting all future above grade facilities, and restricting the placing and maintaining of at grade facilities; and

WHEREAS, the Town's Utility Undergrounding Project was approved for financing via general obligation bonds by a majority of the Town's electors in the March 14, 2017 referendum election; and

WHEREAS, the Town Commission of the Town of Palm Beach Shores now desires to updates its right-of-way regulations to prohibit above grade facilities and restrict at grade facilities in its rights-of-way, and to provide registration and permitting requirements for underground facilities and permissible at grade facilities, all in accordance with state and federal law; and

WHEREAS, the Town Commission has determined that such amendments to the Town's code are in the best interests of the citizens of the Town of Palm Beach Shores.

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

Section 1: Chapter 62. STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, of the Code of Ordinances of the Town of Palm Beach Shores is hereby amended at Article III. Right of Way Regulations. Amending this entire article to recognize the Town's Utility Undergrounding Project; provide updated and new definitions, registration requirements, and permitting requirements for placing and maintaining facilities in the Town's public rights-of-way; prohibiting all above grade facilities and limiting at grade facilities pursuant to the Town's Utility Undergrounding Project; providing for pass through providers; providing for exemption from the Florida Advanced Wireless Infrastructure Deployment Act as set forth at Sec. 337.401(7), *Florida Statutes*; providing that Chapter 62, Article III shall hereafter read as follows:

ARTICLE III. - RIGHT-OF-WAY REGULATIONS

Sec. 62-40. - Purpose.

The purpose of this article is:

- (1) To establish a competitively neutral policy for the use of the Town's Public Rights-of-way for the provision of ~~local-exchange tele~~Communications Services, Cable Television Services ~~and telephone telecommunications services~~, and other Utilities, including but not limited to, those defined in Sec. 337.401, Florida Statutes, all of which shall be located underground pursuant to the Town of Palm Beach Shores Utility Undergrounding Project;
- (2) To regulate the placement of ~~structures and~~ Facilities in the Town's Public Rights-of-way, and to require same to be Placed and Maintained underground, or as permitted herein for certain appurtenant devices, at-grade, pursuant to its governmental powers as set forth at Chapter 166, *Florida Statutes*;
- (3) To prescribe reasonable rules for such uses pursuant to Secs. 337.401, and 364.0361, and 610.113 Florida Statutes, so as to minimize disruption of services in the Town's Public Rights-of-way, regulate the use of the Town's Public Rights-of-way by teleCommunications Services

Providers, Cable Television Services Providers, Wireless Infrastructure Providers, Pass-Through Providers and other Utilities providers, and to regulate the construction, installation, maintenance, repair, removal and replacement of Facilities in the Town's Public Rights-of-way, all of which must be located underground, or as permitted herein for certain appurtenant devices, at-grade;

(4) In conformance with the above, to insure that all Facilities for providing electrical distribution, Communications Services, Cable Television Services, Video Services, internet, broadband, and similar services located within the jurisdiction of the Town shall be Placed and Maintained underground, or as permitted herein for certain appurtenant devices, at-grade.

Sec. 62-41. - Definitions.

"Antenna" means Communications Facility equipment that transmits or receives electromagnetic radio frequency signals used in providing Wireless Services.

"Cable Television Facility or System" means any tangible thing located in a Public Right-of-way that may be used to deliver Cable Television Services as further defined in Section 610.103, Florida Statutes, as same may be amended from time to time. Other than necessary appurtenant devices located at-grade, Cable Television Facilities Placed or Maintained in the Town's Public Rights-of-way must be located underground.

"Cable Television Services" means the one-way transmission to subscribers of video programming or any other programming service, as well as the subscriber interaction required to select or use such video programming or other programming service.

"Cable Television Services Provider" means any Person providing Cable Television Services through the Placement or Maintenance of a Cable Television Facility in the Town's Public Rights-of-way.

"Communications Facility" means any tangible thing located in a Public Right-of-way that may be used to deliver Communications Services pursuant to applicable provisions of Sec. 337.401, Florida Statutes, as same may be amended from time to time. The term includes Wireless Communications Facilities. Multiple cables, conduits, strands, or fibers located within same conduit shall be considered one Communications Facility. Other than necessary appurtenant devices located at-grade, Communications Facilities Placed or Maintained in the Town's Public Rights-of-way must be located underground.

"Communications Services" means the transmission, conveyance, or routing of voice, data, audio, video, or any other information or signals, including Video Services, to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyances in accordance with Sec. 202.11, Florida Statutes as same may be amended from time to time. The term includes Wireless Communications Services. The term includes such transmission, conveyance, or routing in which computer processing applications are used to act on the form, code, or protocol of the content for purposes of transmission, conveyance, or routing without regard to whether such service is referred to as voice-over-internet-protocol services or is classified by the Federal Communications Commission as enhanced or value-added. Notwithstanding the foregoing, the term does not include:

- (a) Information services, or
- (b) Installation or maintenance of wiring or equipment on a customer's premises, or
- (c) The sale or rental of tangible personal property, or
- (d) The sale of advertising, including, but not limited to, directory advertising, or
- (e) Bad check charges, or
- (f) Late payment charges, or
- (g) Billing and collection services, or
- (h) Internet access service, electronic mail service, electronic bulletin board service, or similar online computer services.

"Communications Services Provider" means any Person providing Communications Services through the Placement or Maintenance of a Communications Facility in the Town's Public Rights-of-way.

"Communications Services Tax" means the local communications services tax authorized to be levied and collected by counties and municipalities upon charges for Communications Services, pursuant to Sec. 202.20, Florida Statutes as same may be amended from time to time.

"FCC" shall mean the Federal Communications Commission.

"In the Public Rights-of-way" means on or below and under the Public Rights-of-way within the Town (underground).

"Pass-Through Provider" means any Person who places or maintains a Communications Facility in the Town Public Rights-of-way and who does not remit taxes imposed by the Town

pursuant to Chapter 202, Florida Statutes as same may be amended from time to time. A Utility as defined in 47 U.S.C. Sec. 224 is not a Pass-Through Provider.

"Person" includes individuals, ~~children~~, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups or combinations.

"Place or Maintain" means to construct, install, extend, expand, remove, occupy, locate, relocate, or significantly alter the configuration of a Communications Facility, Cable Television Facility, Wireless Support Structure, or other Utility Facility, other than necessary appurtenant devices located at-grade, underground. A Person who owns or exercises physical control to maintain and repair is "Placing or Maintaining" the Facility. Routine and emergency maintenance does not constitute "Placing or Maintaining" a Communications Facility or other Facility in the Town's Public Rights-of-way for purposes of this definition.

"Public Rights-of-way" shall mean a ~~public right-of-way~~, public utility easement, street or alley owned by the Town, dedicated to the Town or to the public, or for which the Town holds a property interest and exercises rights of management or control. This term shall include the surface, the air space over the surface and the area below the surface of all public roads, streets, alleys, public utility easements, and all public grounds.

"Registrant" shall mean a Person ~~company~~ that has registered with the Town in accordance with the provisions of this article.

"Registration" and "Register" shall mean the process described in sections 62-42 et. seq. whereby a ~~tele~~-Communications Services Provider, Cable Television Services Provider, Wireless Infrastructure Provider, Pass-Through Provider, Utilities Provider, or other provider provides certain information to the Town.

~~"Telecommunications" shall mean the transmission between or among points specified by the user of information of the user's choosing, without change in the form or content of the information as sent and received.~~

~~"Telecommunications facility" or "facility" shall mean the plant, equipment, and property, including but not limited to cables, wires, conduits, ducts, fiber optics, antennae and other equipment or pathway used to transmit, receive, distribute, provide or offer telecommunications services.~~

~~"Telecommunications provider" or "provider" shall mean any person or entity that provides local telephone service (hereinafter referred to as a "local service provider") as defined in § 203.012(3), Florida Statutes, as may be amended ("Local Service"), or any person or entity that provides toll telephone service (hereinafter referred to as a "toll service provider") as defined in § 203.012(7), Florida Statutes, as may be amended ("toll service"), or any person or entity that provides any other type of utility service including but not limited to those defined at § 337.401, Florida Statutes. "Telecommunications services" shall mean the offering of telecommunications for a fee to the public or to such classes of users as to be effectively available directly to the public, regardless of the facilities used. Cable services and open video systems are expressly excluded from the definition of telecommunications services.~~

"Town" shall mean Town of Palm Beach Shores, Florida.

"Utility or "Utilities" shall refer to entities that place, or have placed prior to the Town's Utility Undergrounding Project, in the Town's Public Right-of-way any electric distribution transmission, telephone or telegraph lines, poles, ditches, services, water, sewer, heat or gas mains, pipelines, fences; or any other structures, pipes, lines or facilities. Reference to any underground Utilities or Facilities includes appurtenant at-grade devices that comply with the appropriate provider's design standards. There are no electric transmission lines within the Town, and none shall be permitted to be Placed or Maintained in the Town's Public Rights-of-way.

"Utility Undergrounding Project" means the Town's decision and action to proceed to place all existing above-grade electric Utility Facilities, Communications Facilities, Wireless Communications Facilities, Cable Television Facilities, Wireless Support Structures, and other above-grade Facilities located in the Town's Public Rights-of-way, other than necessary appurtenant devices located at-grade, underground. The Utility Undergrounding Project was approved for financing via general obligation bonds by a majority of the Town's electors in the March 14, 2017 referendum election.

"Video Service" means a Communications Service as defined at Sec. 202.11 (24), *Florida Statutes*, as same may be amended from time to time.

"Wireless Communications Facility" ("WCF") means equipment at a fixed location which enables wireless communications between user equipment and a communications network, including radio transceivers, Antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration,

and equipment associated with wireless communications. WCF within a Town Public Right-of-way shall include equipment used to provide Wireless Service, as the phrase “WCF” is further defined in Sec. 365.172, Florida Statutes as same may be amended from time to time. Other than necessary appurtenant devices located at-grade, Wireless Communications Facilities Placed or Maintained in the Town’s Public Rights-of-way must be located underground.

“Wireless Infrastructure Provider” means a Person who has been certified to provide Communications Services in the State and builds or installs Wireless Communications Facilities or Wireless Support Structures, but who is not a Wireless Services Provider.

“Wireless Services” means Communication Services provided by means of radiofrequency signals pursuant to an FCC license or other FCC authorization. The term includes service provided by any wireless real-time two-way wire communication device, including radio-telephone communications used in cellular telephone service; personal communications service; or the functional or competitive equivalent of a radio-telephone communications line used in cellular telephone service, a personal communications service, or a network radio access line. A Wireless Service is a Communications Service. The term does not include dispatch service in a more localized, non-cellular configuration; data only, one-way or stored-voice services on an interconnected basis; air-to-ground services; or public coast stations.

“Wireless Service Provider” means a person duly authorized and licensed by the FCC to deliver Wireless Service or elects to provide wireless 911 service or E-911 service in Florida. A Wireless Service Provider is a type of Communications Services Provider.

“Wireless Support Structure” means a pole or other vertical above grade structure placed in the Town’s Public Rights-of-way for the purpose of supporting a Wireless Communications Facility.

Sec. 62-42. - Registration for placing or maintaining Communications Facilities, Cable Television Facilities, Wireless Facilities and telecommunications or other facilities underground in a Town Public Right-of-way.

(a) A Communications Services Provider, Cable Television Services Provider, Wireless Infrastructure Provider, Pass-Through Provider telecommunications or other Utility Provider that desires to ~~erect, construct,~~ install, maintain, place, repair, extend, expand, remove, locate or relocate a permanent or temporary Communications Facility, Cable Television Facility

~~telecommunications~~ or other Utility Facility underground or appurtenant devices at-grade if permitted on or in, on, under, over or across the Town's Public Rights-of-way in the town shall first register with the Town in accordance with this article.

(b) A Provider's participation in the Town's Utility Undergrounding Project shall, by virtue of such participation, be deemed registered for purposes of this article.

(c) Subject to the terms and conditions contained in this article, a Registrant may erect, construct, install, place, repair, maintain, expand, remove, locate or relocate a permanent or temporary Communications Facility, Cable Television Facility telecommunications or other Utility Facility underground or appurtenant devices at-grade if permitted on or in, on, over, under, or across the Town's Public Right-of-way.

Sec. 62-43. - Nature of registration.

A Registration shall not convey title, equitable or legal, in the Town's Public Rights-of-way. Registration under this article governs the Placing and Maintaining underground Facilities or appurtenant devices at-grade if permitted occupation of on or in the Town's Public Rights-of-way only. Registration does not excuse a Communications Services Provider, Cable Television Services Provider, Wireless Infrastructure Provider, Pass-Through Provider telecommunications or other Utility provider from obtaining appropriate permits ~~access or pole attachment agreements~~ before locating its Facilities underground or its appurtenant devices at-grade on or in on the Town's Public Rights-of-way or another person's facilities. Registration does not excuse any Provider from complying with all applicable Town ordinances, including this article.

Sec. 62-44. - Registration; effectiveness of registration.

(a) Registration. Any Communications Services Provider, Cable Television Services Provider, Wireless Infrastructure Provider, Pass-Through Provider telecommunications or other Utility provider desiring to use the Town's Public Rights-of-way shall file a Registration form with the Town which shall include the following information:

- (1) Name of the applicant;
- (2) Name, address and telephone number of the applicant's primary contact person in connection with the registration;

(3) Reserved ~~For telecommunications registrations submitted prior to October 1, 2001, the applicant shall state whether the applicant is or expects to provide local service or toll service or both;~~

(4) Evidence of the insurance coverage required under this article and acknowledgment of the indemnity and other provisions of this article; which acknowledgment shall ~~not~~ be considered an agreement to the provisions; and

(5) The number of the applicant's certificate or certificates of authorization, if any, to provide Communications Services, Cable Television Services, internet, broadband, and similar services ~~telecommunication~~ or any other type of Utility services, excluding electric transmission lines which are not permitted in the Town, issued by the Florida Public Services Commission, the Federal Communications Commission or any other applicable governing boards or commissions.

(b) *Registration application fees.* Each applicant for a Registration or renewal thereof shall submit a non-refundable application fee with the application. Fee amounts shall be established by resolution of the Town Commission but in no event shall exceed the Town's costs incurred in reviewing the application.

(c) *Review by the Town.* The Town will review the information submitted by the applicant. If the applicant submits all information in accordance with subsection 62-44(a) above, the Registration shall be effective and the Town shall notify the applicant of the effectiveness of the Registration in writing. If the Town determines that the information has not been submitted in accordance with the above-referenced subsection, the Town shall notify the applicant in writing of the non-effectiveness of Registration. The Town shall so reply to an applicant within 30 days after receipt of the Registration information from the applicant.

(d) *Cancellation of Registration.* A Registrant may cancel a Registration upon written notice to the Town that it will no longer install, maintain, place, repair, extend, expand, remove, locate or relocate a permanent or temporary Communications Facility, Cable Television Facility or other Utility Facility underground, or appurtenant devices at-grade, in the Town's Public Rights-of-way ~~place, maintain or own any telecommunications or other facilities in public right-of-way of the town~~ and will no longer need to obtain ~~pull~~ permits to perform work in the Town's Public Rights-of-way. A Registrant cannot cancel a Registration if the Registrant continues to Place, Maintain or own any Communications Facility, Cable Television Facility ~~telecommunications~~ or other type Utility Facilities in the Town's Public Rights-of-way.

(e) *No priority in Registration.* Registration does not establish any priority for the use of the Town's Public Rights-of-way; however an effective Registration is required prior to the issuance of a permit to work in the Town's Public Right-of-way. The fact that a Communications Services Provider, Cable Television Services Provider, Wireless Infrastructure Provider, Pass-Through Provider ~~telecommunications~~ or other Utility provider is Registered shall not establish any right or priority for the use of the Town's Public Rights-of-way.

(f) *Renewal of Registration.* A Registrant shall renew its Registration with the Town by October 1st of each year in accordance with the Registration requirements in this article. Within 30 days of any change in the information required to be submitted pursuant to subsection 62-44(a) above, a Registrant shall provide updated information to the Town. If no information in the then-existing Registration has changed, the renewal may state that no information has changed. Registrations are expressly subject to any future amendment to or replacement of this article and further subject to any additional Town ordinances, as well as any applicable state or federal laws that may be enacted during the term of the Registration. If a Registrant fails to renew its Registration, the ~~sole consequence shall be that the~~ Town may restrict the Communications Services Provider, Cable Television Services Provider, Wireless Infrastructure Provider, Pass-Through Provider or other Provider from obtaining permits under subsection (g) below until the ~~telecommunications or other~~ Provider has complied with the Registration requirements of this article.

(g) *Permits.* A permit is hereby required of a Communications Services Provider, Cable Television Services Provider, Wireless Infrastructure Provider, Pass-Through Provider ~~telecommunications~~ or other Utility provider that desires to install, maintain, place, repair, extend, expand, remove, locate or relocate a permanent or temporary Communications Facility, Cable Television Facility or other Utility Facility in the Town's Public Rights-of-way ~~erect, construct, install, maintain, place, repair, extend, expand, remove, locate or relocate a permanent or temporary telecommunications or other type facility in any public right-of-way~~. An effective Registration shall be a condition of obtaining a permit. An effective Registration does not mean that applicable permitting requirements shall not apply or that such requirements have been or will be deemed to have been satisfied. Permit fees shall be paid upon the submissions of an application for same; the amount of such permit fee, if any, shall be set by resolution of the Town Commission.

Sec. 62-45. - Transfer of registration.

If the Registrant transfers or assigns its Registration incident to a sale or other transfer of the Registrant's assets located within the Town, the transferee or assignee shall be obligated to comply with the terms of this article. Written notice of any such transfer or assignment shall be provided to the Town as of the effective date of such transfer. In order for the transfer of Registration to be effective, such written notice must include the identity of the transferee or assignee, and notice of any changes to the information provided under subsection 62-44(a), including any changed evidence of insurance coverage.

Sec. 62-46. - Existing ~~telecommunications~~ Utilities and other facilities in the Town's Public Rights-of-way.

Above grade Communications Facilities, Cable Television Facilities, Wireless Facilities and Wireless Support Structures and other Utility Facilities existing within the Town as of the effective date of the adoption of the ordinance from which this article derives shall be required to be Placed and Maintained underground, with appurtenant devices being placed at-grade as permitted, pursuant to the Town's Utility Undergrounding Project. Such underground and/or at-grade Placement and Maintenance shall be pursuant to the Provider's participation in the Town's Utility Undergrounding Project, and to negotiations and agreements between the Town and the Utility or other Providers, or, if and to the extent applicable, pursuant to existing franchise agreements, or rules of the Florida Public Service Commission and the public utility's tariffs implementing those rules. Certain appurtenant devices may be permitted by the Town to be Placed and Maintained at-grade. Lines or cables of telecommunications or other facilities which have been constructed or placed in the public right-of-way prior to the effective date of this article may remain in the right-of-way provided the provider complies with the registration provisions of this article. Providers with existing lines and cables have 120 days from the effective date of this article to comply with the terms of this article, or be found in violation thereof.

Sec. 62-47. - Suspension of permits.

Subject to section 62-48 below, the Town may suspend a permit for work in the Town's Public Rights-of-way for one or more of the following reasons:

(1) Violation of permit conditions, including conditions set forth in this article or other applicable Town codes or regulations governing use of the Town's Public Rights-of-way;

- (2) Misrepresentation or fraud by a Registrant in a Registration or permit application to the Town;
- (3) Violation of provisions in this article requiring payment of Registration or permit fees, if applicable, to the Town; or
- (4) Failure to relocate or remove Facilities, or failure to Place and Maintain Facilities underground and/or at-grade as applicable, as may be lawfully required by the Town.

Sec. 62-48. - Appeals.

Final, written decisions of the Town building official suspending a permit, denying an application for a Registration or denying an application for renewal of a Registration are subject to appeal. An appeal must be filed with the Town building official within 30 days of the date of the final, written decision to be appealed. Any appeal not timely filed as set forth herein shall be waived. The Town Commission shall consider the appeal at the next regularly scheduled meeting and shall consider whether the applicant meets the requirements for a Registration or permit based upon the provisions of this article and the applicable state and federal laws.

Sec. 62-49. - Construction in the Town's Public Rights-of-way.

(a) Poles, overhead wires and associated above grade Facilities and structures unlawful. Except as otherwise specifically provided in this article, all above grade Facilities, including poles for providing electrical power, Communications Services, Wireless Services, Cable Television Services, Video Services, internet, broadband, and similar services located within the jurisdiction of the Town shall be placed underground. Communications Facilities, Wireless Communications Facilities and Wireless Support Structures, Wireless Infrastructure, Cable Television Facilities, Utility Facilities, poles, overhead wires and all associated above grade Facilities and structures shall not be permitted. Certain appurtenant devices may be permitted by the Town to be Placed and Maintained at-grade.

This section shall apply to all Facilities for providing electrical power, Communications Services, Wireless Services, Cable Television Services, Video Services, internet, broadband and similar services, and other Utility services located or desiring to locate within Town's Public Rights-of-way, as well as in easements or on private properties, as well as to any relocation, refurbishment, reconstruction, or restoration of such facilities already located within the Town pursuant to the Town's Utility Undergrounding Project.

(b) *Permits to construct.* The Registrant may ~~construct~~ Place or Maintain Facilities for providing electrical power distribution, Communications Services, Wireless Services, Cable Television Services, Video Services, internet, broadband and similar services, and other Utility services underground, and appurtenant devices at-grade ~~the telecommunications system or other Utilities~~ in the Town's Public Right-of-way specifically identified in permits obtained in accordance with applicable provisions of this article or other applicable Town codes and regulations. The permission to Place and Maintain underground Facilities and appurtenant devices at-grade use and ~~construct~~ in the Town's Public Rights-of-way is only for those areas specifically identified in the permit.

(c) *Permit Applications.* Permit applications to Place or Maintain Facilities for providing electrical power distribution, Communications Services, Wireless Services, Cable Television Services, Video Services, internet, broadband and similar services, and other Utility services underground, and appurtenant devices at-grade in the Town's Public Rights-of-way shall contain the following information:

(1) *Site plan.* A site plan that show the location of the proposed Facilities in the Town's Public Rights-of-way, in a hard copy format or electronic format specified by the Town. The site plan shall be signed and sealed by a Florida licensed professional engineer. The site plan shall also include:

- (i) a description of the Facilities to be installed, where the Facilities are to be located, and the size, dimensions and height of the proposed Facilities that will be located in the Town's Public Rights-of-way; and,
- (ii) a statement signed and sealed by a Florida licensed professional engineer attesting that any new appurtenant device at-grade is designed to meet Florida Building Code Chapter 16 "Structural Design Requirements" specifically with respect to wind loading criteria for high velocity hurricane zones.

(2) *Description of installation or construction.* A description of the manner in which the Facility will be installed and/or modified (i.e. anticipated construction methods or techniques).

(3) *Temporary sidewalk closure plan.* A temporary sidewalk closure plan, if appropriate, signed and sealed by a Florida licensed professional engineer, given the Facility proposed, to accommodate Placement or Maintenance of the Facilities for providing electrical power distribution, Communications Services, Wireless Services, Cable Television Services, Video

Services, internet, broadband and similar services, and other Utility services underground, and appurtenant devices at-grade.

(4) Temporary modification of traffic (MOT) plan. A temporary traffic lane closure and management of traffic (MOT) plan, if appropriate, signed and sealed by a Florida licensed professional engineer, given the Facility proposed, to accommodate installation and/or modification of the Facilities for providing electrical power distribution, Communications Services, Wireless Services, Cable Television Services, Video Services, internet, broadband and similar services, and other Utility services underground, and appurtenant devices at-grade.

(5) Capacity of Town Public Rights-of-way to accommodate the cumulative impact of the proposed Facility and other Facilities within the Town's Public Rights-of-way. Information that the proposed Facility will not materially interfere with other existing and proposed Facilities, including below grade, and at-grade Facilities, in the Town's Public Rights-of-way, if available (such information shall be provided without certification as to correctness, to the extent obtained from other Persons).

(6) Restoration plan and cost of restoration of the Town's Public Right-of-way. Given the Facility proposed, a restoration plan and an estimate of the cost of restoration of the Town's Public Rights-of-way.

(7) Timetable for construction or installation and intended areas of service. The timetable for Placement or Maintenance of the proposed Facility or each phase of the Placement or Maintenance thereof, and the intended areas of the Town to be served thereby.

(8) Certification as to removal of Abandoned Facilities. The applicant shall certify that any and all of its abandoned Facilities within the Town's Public Rights-of-way has or have been removed, indicating the prior location of such abandoned Facilities.

(9) Registrant agrees to indemnification. A statement shall be included within the application for a permit that by execution of the application and by applying for the permit, the registrant agrees to be bound to the Town with respect to the indemnification provisions set forth in Town Code Section 62-50 herein as though such indemnification provisions are set forth verbatim in the permit application.

(10) Additional information as reasonably required for review of permit application. Such additional information as the Town finds reasonably necessary with respect to the Placement or Maintenance of the Facilities for providing electrical power distribution, Communications

Services, Wireless Services, Cable Television Services, Video Services, internet, broadband and similar services, and other Utility services underground, and appurtenant devices at-grade that is the subject of the permit application to review such permit application, which information may include, but is not necessarily limited to evidence satisfactory to the Town that the proposed Facility will not pose a risk of explosion, fire, or other danger to life or property due to its proximity to volatile, flammable, explosive or other dangerous chemicals, and a written statement from a qualified radio frequency engineer that the construction and placement of the proposed Facility complies with FCC rules and regulations governing Communications Services including but not limited to the emergency alert system when applicable, emissions standards, and non-interference with public safety communications.

(d) Compliance with Town codes and regulations. Registrants agree to comply with all applicable Town codes and regulations in Placing and Maintaining underground Facilities and appurtenant devices at-grade ~~constructing~~ any facilities in the Town's Public Rights-of-way, including, but not limited to, engineering regulations, permit requirements, contractor licensing requirements, fire codes and zoning codes.

(e) Registrants must obtain applicable permits. Except in the case of an emergency, Registrants shall not commence any work ~~construction~~ in the Town's Public Rights-of-way until all applicable permits have been issued by the Town or other appropriate authority. The term emergency shall mean an out-of-service condition or other condition that may affect the public's health, safety and welfare. Registrants shall provide reasonable advance notice to the Town of its intent to commence work ~~construction~~ in the Town's Public Rights-of-way in the event of an emergency. Registrants acknowledges that as a condition of granting such permits, the Town may impose conditions on the permits as necessary and reasonable for any work ~~the construction~~ in the Town's Public Rights-of-way.

(f) Construction standards. Registrants shall perform all permitted work ~~construct, maintain, install, remove and/or repair the telecommunications system or other utilities~~ in the Town's Public Rights-of-way in compliance with all applicable construction standards as established by all local, state or federal law and in conformance with the Town's codes and regulations. Registrants shall use and exercise due caution, care, skill and expertise in performing all permitted work in the Town's Public Rights-of-way and shall take all reasonable steps to safeguard work site areas.

(g) *Installation and construction schedule; inspections.* In the interest of the public's health, safety and welfare, Registrants shall cooperate with the Town and the Town's management actions in coordinating use of the Town's Public Rights-of-way. Upon request of the Town, a Registrant shall coordinate work under a permit with any other construction, installation or repairs that may be occurring or scheduled to occur in the subject Public Right-of-way and alter its construction schedule as necessary so as to minimize disruptions and disturbance in the Town's Public Rights-of-way.

(h) *Maintenance.* A Registrant shall maintain its Facilities in the Town's Public Rights-of-way in a safe condition.

(i) *Notice to the Town.* Prior to commencing any work excavation in the Town's Public Rights-of-way ~~for construction, installation, repair or maintenance~~, the Registrant must ~~call prior to construction activity to~~ locate any existing underground Facilities equipment in accordance with Chapter 556, *Florida Statutes*, as it may be amended. A Registrant must be a member of Sunshine State One Call of Florida, Inc. (1-800-432-4770) or any successor alert and warning system to protect and locate all its underground Facilities equipment.

(j) *Removal of Registrant's cables/lines in the Town's Public Rights-of-way.* Upon completion of the Town's Utility Undergrounding Project, and to the extent authorized by Sec. 337.403, Florida Statutes, the Town may require Registrants to remove or relocate, and Registrants shall, at the Town's direction, remove or relocate any cable, line, or other Facility installation in the Town's Public Rights-of-way when the Town building official determines that such removal or relocation is necessary to protect or preserve the public health, safety and welfare, or to protect the proper operation of the Town's traffic signals or traffic control devices or other Town facilities, or when such removal or relocation is necessary to further comply with the Town's Utility Undergrounding Project. The Town shall provide 90 days written notice to Registrants before the lines, poles or other Facilities must be relocated or removed. If a Registrant fails to commence and complete this ~~removal~~ work by the dates requested by the Town in its written notice, or within 30 days following the expiration or termination of the Registrant's valid this Registration, then the Town shall have the right to perform this ~~removal~~ work and charge the Registrant for the costs incurred by the Town in performing this work. Upon payment by the Registrant of the costs incurred by ~~to~~ the Town, the Town shall promptly return to the Registrant any Facilities or other equipment removed by the

Town pursuant to this provision; however, such returned Facilities or other equipment shall not be replaced in the Town's Public Rights-of-way.

(k) *Restoration of the Town's Public Rights-of-way.* Upon the completion of work each installation, construction, repair, maintenance, or removal in the Town's Public Rights-of-way, and as directed by the Town building official, a Registrant shall restore the Town's Public Rights-of-way to a safe condition and to the Town's standard specifications for its Public Rights-of-way in accordance with the requirements of the Town's Utility Undergrounding Project or any other applicable code, rule or law, at the Registrant's sole expense. Registrants shall, at their its own expense, repair or replace any other property disturbed or damaged on account of their its work activities in the Town's Public Rights-of-way.

(l) *Interference with other uses in the Town's Public Rights-of-way.* A Registrant shall use ~~reasonable efforts~~ not to disturb or otherwise disrupt the operation or Placement or Maintenance of any other Utilities or uses in the Town's Public Rights-of-way, including, but not limited to Communications Facilities, sewers, storm drains, gas or water mains, or other underground Facilities ~~cables or conduits.~~

(m) *No warranties or representations by the Town.* The Town makes no warranties or representations regarding the fitness or suitability of the Town's Public Rights-of-way ~~property~~ for the Placing and Maintaining installation of a Registrant's Facilities, ~~cables or conduits and Any performance of work undertaken~~ or costs incurred by a Registrant ~~or provision of services~~ shall be at the Registrant's sole risk.

(n) *Maps.* Within 30 days of a request by the Town, ~~the Registrants~~ shall provide the Town with copies of maps depicting the locations of their underground and at-grade Facilities and appurtenant devices in the Town's Public Rights-of-way ~~on disk,~~ in a format specified by the Town building official, ~~provided such format is maintained by the registrant.~~ Any such maintained geographic data, media and information will be provided at no cost to the Town. In no event shall any proprietary confidential information be required to be disclosed pursuant to this section, except that the location of Communications Facilities, Cable Television Facilities ~~telecommunications or electric distribution~~ or other Utilities Facilities previously placed in the Town's Public Rights-of-way shall not be deemed proprietary confidential information.

(m) *Relocation of Facilities and reservation of the Town's rights:*

(o) The Town reserves the right to lay, and permit to be laid, sewer, gas, water, electric, storm drainage, Communications Facilities, Cable Television Facilities ~~telecommunications~~, and other pipelines or cables or conduit, and to do and to permit to be done any underground installation or improvement that may be deemed necessary or proper by the Town in, ~~across, along, over~~ in, on or under any Public Right-of-way occupied by ~~a~~ the Registrant, and to change any curb or sidewalk or the grade of any street. The Town, as well as its contractors and subcontractors, shall be required to call Sunshine State One Call of Florida, Inc. (1-800-432-4770), or successor alert and warning system, prior to excavation, in accordance with Chapter 556, Florida Statutes, as it may be amended, in order to avoid damages to any Registrant's Facilities or Town Facilities.

(p) The Town expressly reserves the right to change, or cause to be changed through exercise of its police powers, the grading, installation, relocation, or width of the Town's Public Rights-of-way ~~streets, sidewalks, bikeways, alleys, public thoroughfares, highways and public ways and places~~ within the present limits of the Town and within said limits as same may from time to time be altered, and the Registrants may be required, as a result, to ~~shall~~ relocate, at their sole ~~its own~~ expense ~~where allowed by § 337.403, Florida Statutes, as it may be amended,~~ its poles, wires, cables, anchors, manholes, conduits, and other underground Facilities and at-grade appurtenant devices ~~and appurtenances~~ in order to accommodate the installation, relocation, widening or changing of the grade of any Public Right-of-way ~~public streets, sidewalks, bikeways, alleys, public thoroughfares, highways and public ways and places, including if necessary relocating such poles, wires, cables, anchors, manholes, conduits or other facilities or appurtenances to a sufficient distance from the edge of the pavement to permit a reasonable work area for machinery and individuals engaged in installing, relocating, widening, or changing the grade of any such streets, sidewalks, bikeways, alleys, public thoroughfares, highways and public ways and places.~~ Following the completion of the Town's Utility Undergrounding Project, and thereafter upon notice in writing from the Town that changes in the Town's Public Rights-of-way are required pursuant to the Town's police power in such a manner as will necessitate the relocation of its underground Facilities in the Town's Public Rights-of-way, the Registrant shall relocate the same at no expense to the Town, where allowed by § 337.403, Florida Statutes, as it may be amended, so as to permit the construction of such improvements when ordered. Should the Registrant fail to comply with such notice, the Facilities and appurtenant devices may be relocated by the Town and

the cost thereof recovered from the Registrant, ~~where allowed by § 337.403, Florida Statutes, as it may be amended.~~

Sec. 62-50. - Insurance and indemnification.

(a) *Indemnification.* Registrants shall agree to protect, defend, reimburse, indemnify and hold the Town, its agents, employees and elected officers and each of them free and harmless at all times from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature whether arising in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission or fault, of anyone acting under a Registrant's direction or control, or on a Registrant's behalf in any matter related to the Registrant's use of the Town's Public Rights-of-way or any property Registrants are ~~is~~ entitled or authorized to use as a result of the Registration or other authorization. Registrant's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply to the fullest extent permitted by law but in no event shall they apply to liability caused by the negligence or willful misconduct of the Town, its respective agents, servants, employees or officers, ~~nor shall the liability limits set forth in § 768.28, Florida Statutes, be waived.~~ Nothing contained in this section shall be construed or interpreted: (1) as denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) as consent by the Town to be sued; or (3) as a waiver of sovereign immunity beyond the waiver provided in F.S. § 768.28, as it may be amended.

(b) *Insurance.* A Registrant shall maintain in full force and effect general liability insurance acceptable to the Town, which specifically covers all exposures incident to the intent and responsibilities under this article in the amounts set forth below:

(1) Workers' compensation insurance within Florida statutory limits and employers' liability insurance with minimum limits of ~~\$1~~ \$500,000.00 each accident.

(2) Comprehensive general liability insurance with minimum limits of ~~\$3~~ \$5,000,000.00 as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket liability insurance and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(3) Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by the Registrant provider, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of the applicable state law, including residual liability insurance with minimum limits of \$2 5,000,000.00 as the combined single limit for each occurrence for bodily injury and property damage.

(4) Named insureds. All certificates of insurance shall name the Town of Palm Beach Shores as an additional insured.

(5) Cancellation of policies of insurance. At least 60 days prior written notice shall be given to the Town by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail to the Town.

Sec. 62-51. - Penalties for violation.

Any violation of any of the provisions of this article may be enforced as provided for in Chapter 162, *Florida Statutes*. Each day or fraction thereof the violation continues shall be considered as a separate offense. In addition, the Town can pursue any and/or all other lawful actions, including filing a complaint with Florida Public Service Commission or Federal Communications Commission advising of violations of Town ordinances, filing an injunction in Circuit Court to enforce the terms of the article, Registration or permit or to enjoin the use of the Town's Public Rights-of-way, pursuing action before the code enforcement special magistrate board to impose daily fines, and/or denying permits or development orders for other projects or use of the Town's Public Rights-of-way ~~by the provider~~. These remedies shall be cumulative.

Sec. 62-52. Pass-through provider fees and charges.

(a) Pass-Through Providers shall pay to the Town on an annual basis an amount equal to Five Hundred Dollars (\$500.00) per linear mile or portion thereof of Communications Facilities placed and/or maintained in the Town's Public Rights-of-way.

(b) The amounts charged pursuant to this Section shall be based on the linear miles of Town Rights-of-way where Communications Facilities are placed, not based on a summation of the lengths of individual cables, conduits, strands or fibers.

(c) Any annual amount charged shall be reduced for a prorated portion of any 12-month period during which the Pass-Through Provider remits taxes imposed by the Town pursuant to Chapter 202, *Florida Statutes* as same may be amended from time to time.

(d) Annual payments shall be due and payable on March 1 of each year. Fees not paid within ten (10) days after the due date shall bear interest at the rate of one (1) percent per month from the date due until paid. The acceptance of any payment required hereunder by the Town shall not be construed as an acknowledgement that the amount paid is the correct amount due, nor shall such acceptance of payment be construed as a release of any claim which the Town may have for additional sums due and payable. All fee payments shall be subject to audit by the Town, and assessment or refund if any payment is found to be in error. If such audit results in an assessment by and an additional payment to the Town, such additional payment shall be subject to interest at the rate of one (1) percent per month until the date payment is made.

(e) If the payments required by this Section are not made within ninety (90) days after the due date, the Town building official may withhold the issuance of any permits to the Registrant until the amount past due is paid in full.

Sec. 62-53. Town Exempt from Florida Advanced Wireless Infrastructure Deployment Act.

As a result of the Town's Utility Undergrounding Project, as well as the Town's geographic size and population, the Town is exempt from the requirements of the Florida Advanced Wireless Infrastructure Deployment Act as set forth at Sec. 337.401(7), *Florida Statutes*, as same may be amended from time to time.

Secs. 62-54 52—62-60. - Reserved.

Section 2: Each and every other article, section and subsection of Chapter 62. STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, of the Code of Ordinances of the Town of Palm Beach Shores, shall remain in full force and effect as previously enacted.

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.

FIRST READING this 18 day of September 2018.

SECOND AND FINAL READING this 19th day of November 2018.

Approved this 19th day of November 2018

ATTEST:

Evyonne Browning, Town Clerk

Myra Koutzen, Mayor

(Seal)

Approved as to legal sufficiency:

Keith Davis, Town Attorney

ORDINANCE NO. O-10-18

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING APPENDIX CHAPTER 18. BUSINESSES, OCCUPATIONS AND PROFESSIONS. AT ARTICLE II. BUSINESS TAXES. SECTIONS 18-18. APPLICATION. AND 18-29. RENTAL PROPERTY OWNERS' BUSINESS TAX RECEIPT; HOME OCCUPATIONAL BUSINESS TAX RECEIPT. TO REMOVE OBSOLETE REFERENCES TO DOCUMENTS NO LONGER UTILIZED BY THE TOWN; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 18. BUSINESSES, OCCUPATIONS AND PROFESSIONS. SHALL REMAIN IN FULL FORCE AND EFFECT AS PREVIOUSLY ENACTED; PROVIDING A CONFLICTS CLAUSE, A SEVERABILITY CLAUSE, AND AUTHORITY TO CODIFY; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, Town regulations provide the process to apply for and obtain a business tax receipt from the Town, including the required documentation to be submitted; and

WHEREAS, current regulations include references to documents which are now obsolete and no longer utilized by the Town; and

WHEREAS, the Town Commission of the Town of Palm Beach Shores desires to revise these regulations to remove these obsolete references; and

WHEREAS, the Town Commission has determined that such amendments to the Town's code are in the best interests of the citizens of the Town of Palm Beach Shores, and will serve to promote the public health, safety and welfare.

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

Section 1: Chapter 18. BUSINESSES, OCCUPATIONS AND PROFESSIONS. of the Code of Ordinances of the Town of Palm Beach Shores is hereby amended at Section 18-18. APPLICATION. to remove reference to a previously required document that is now obsolete and no longer utilized by the Town; providing that Section 18-18. Application. shall hereafter read as follows:

Sec. 18-18. - Application.

- (a) Inspection of premises; fee. Before the town shall be required to issue an annual business tax receipt for engaging in or carrying on any of the businesses, professions, or occupations specified and set forth herein, it shall be the duty of the applicant to file an application with the town. Such application shall be in the form required by the town. The building department, fire department, and/or any other applicable town department shall conduct an annual inspection of the premises in order to ensure that the premises is in compliance with all town codes. The town shall charge an administrative fee for the inspection referenced above, as well as any required re-inspections; the amount of which shall be set by resolution of the town commission. A condition to maintaining a valid business tax receipt is achieving and maintaining compliance with all town codes.
- ~~(b) Information card to be filed. In addition to the above application and inspection requirements, rental property owners shall also have a duty to file an information card with the town clerk's office prior to the issuance of a business tax receipt by the town.~~

Section 2: Chapter 18. BUSINESSES, OCCUPATIONS AND PROFESSIONS. of the Code of Ordinances of the Town of Palm Beach Shores is hereby amended at Section 18-29. RENTAL PROPERTY OWNERS' BUSINESS TAX RECEIPT; HOME OCCUPATIONAL BUSINESS TAX RECEIPT. to remove reference to documentation that is now obsolete and no longer utilized by the Town; providing that Section 18-29. Rental property owners' business tax receipt; home occupational business tax receipt. shall hereafter read as follows:

Sec. 18-29. - Rental property owners' business tax receipt; home occupational business tax receipt.

- (a) Rental property owners' business tax receipt. Every rental unit utilized for residential living purposes in the town must have a current and valid business tax receipt. In addition to the multifamily dwelling units such as apartments, hotels, and motels, this also includes single-family houses when they are rented and not owner-occupied. In order to apply for a local business tax receipt to rent real property within the town, the following requirements must be observed:
- (1) Rental property shall include, but is not limited to, dwelling units such as hotels, motels, single-family residences, multifamily units, etc.

- (2) All rental property owners shall file a completed application ~~rental information card~~ with the town clerk's office ~~after they have received and read the town's rental guidelines for landlords and tenants brochure~~; this application ~~information card~~ must be filed prior to the issuance of a business tax receipt for the rental of real property.
- (3) After the submission of an ~~information card~~ and application for a business tax receipt, an inspection of the premises shall be made by the town in order to ensure that the premises is in compliance with the town's Code (see also section 18-17 herein).
- (b) Home occupational business tax receipt.
- (1) Definitions. Home occupations are those practiced entirely within the home by members of the family living at the residence which do not generate any vehicular or client traffic. Such occupations are incidental and secondary to the principal use of the premises as a residence and must additionally meet all of the standards set forth below.
- (2) Design and performance standards.
- a. Limited use. The home occupations shall be conducted entirely within the residential premises and only by the person who is authorized to do so by virtue of having paid the required business tax and is a resident of the premises. The individual so authorized shall not engage any employee who is not also a resident to assist in the home occupation.
 - b. Maximum area of use. No home office or occupation shall occupy more space than 20 percent of the total living area of a residence. To determine the percentage of space allowed, the following shall be excluded: Open porches, attached or detached garages, or similar space not suited for or intended to be occupied as living quarters.
 - c. No signs. No signs shall be permitted that will indicate that the building is being utilized in part for any purpose other than a residence.
 - d. Limited equipment. Equipment shall not be used which creates noise, vibrations, glare, fumes, odors or electrical interference on property adjacent to such use.
 - e. Stock in trade. No goods shall be sold on site, and no stock in trade or inventory shall be stored on or delivered to the site.
 - f. Traffic. The home office shall not generate any vehicular or client traffic.
 - g. Residential character. There shall be no alteration in the residential character or appearance of the premises in connection with such home office.

h. Taxes. All home occupations shall be subject to all applicable town business taxes.

Each business, office or occupation shall be required to pay a separate business tax.

Section 3: Each and every other section and subsection of CHAPTER 18. BUSINESSES, OCCUPATIONS AND PROFESSIONS. of the Code of Ordinances of the Town of Palm Beach Shores, shall remain in full force and effect as previously enacted.

Section 4: All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 5: 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 6: Specific authority is hereby granted to codify and incorporate this ordinance into the existing Code of Ordinances of the Town of Palm Beach Shores.

FIRST READING this ____ day of November, 2018.

SECOND AND FINAL READING this ____ day of December 2018.

TOWN OF PALM BEACH SHORES

Aye Nay

MAYOR

Aye Nay

VICE MAYOR

Aye Nay

COMMISSIONER

Aye Nay

COMMISSIONER

Aye Nay

COMMISSIONER

ATTEST:

(Seal)

TOWN CLERK

Approved as to form and
legal sufficiency.

TOWN ATTORNEY

ORDINANCE NO. O-11-18

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT APPENDIX A. ZONING, SECTIONS VI, VII AND VIII, FOR DISTRICTS B, C AND D, TO ALLOW THE REPLACEMENT OF EXISTING ASPHALT OR CONCRETE PAVEMENT MATERIAL WITH DRIVEWAY PAVERS IN THE TEN (10) FOOT TOWN STRIP OF TOWN PROPERTY AND REQUIRE, PRIOR TO BUILDING PERMIT ISSUANCE, EXECUTION OF A LIMITED AGREEMENT FOR CONSTRUCTION IN ROAD RIGHT-OF-WAY; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF APPENDIX A. ZONING. 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, current regulations in Zoning Districts B, C and D prohibit the alteration of parking areas located in the ten (10) foot strip of Town property; and

WHEREAS, property owners in these zoning districts are permitted to install driveway pavers within the boundaries of their properties for off-street parking; and

WHEREAS, to create uniform improvements to these areas and avoid creating inconsistencies between the property and edge of pavement, the Town Commission desires to amend the Zoning Ordinance to permit the installation of driveway pavers in the ten foot strip of Town property adjacent to on-site parking areas and approaches, subject to execution of a limited agreement for construction in road right-of-way; and

WHEREAS, the Town Commission has determined that such amendments to the Town's Zoning Ordinance are in the best interests of the health, safety, and welfare of the citizens of the Town of Palm Beach Shores.

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

Section 1: Appendix A. Zoning, of the Code of Ordinances of the Town of Palm Beach Shores, is hereby amended at Section VI. District B Regulations. Pf. 6.9. Town Property to permit the installation of driveway pavers in the ten foot strip of Town property adjacent to on-site parking

areas and approaches, subject to execution of a limited agreement for construction in road right-of-way; providing that Pf. 6.9. Town property shall hereafter read as follows:

Pf. 6.9. - Town property.

- (a) The ten (10) foot strip of Town property on both sides of the streets may be used by the owner of the abutting property with the same restrictions as to use for front yards in this district; provided, however, that no fences, walls, or other structures above or below ground may be placed in this ten (10) foot strip of Town property. Pavement for driveways and parking area approaches (including driveway pavers subject to the requirements of subsection (c) below) may be placed in this ten (10) foot strip, which may also be used for temporary parking but may not be counted as a part of the required minimum off-street parking area. If, in the future, this ten (10) foot strip shall be needed by the Town for any purpose, any improvement placed in this area may be removed by the Town without liability to the Town.
- (b) Except as hereinafter permitted, parking in this ten (10) foot strip is prohibited, unless within the permitted driveway and parking area approach located in this ten (10) foot strip as permitted in subsection (a), above.
- (c) Lots that have, as of the adoption of this ordinance, a parking area adjacent to the street within this ten (10) foot strip may continue to use said parking area, subject to the provisions of this section. However, no double parking shall be permitted thereon (see also section 70-32(4) of the Town Code of Ordinances), and no alteration of any such parking areas shall be permitted, except that such parking areas may be improved by replacing existing asphalt or concrete with driveway pavers, or otherwise as required by law or ordinance. To install pavers within the ten (10) foot town strip, a limited agreement for construction in road right-of-way must be executed by both the property owner and the town and recorded in the public records. Such agreement shall be executed and recorded prior to building permit issuance.
- (d) The parking areas to which subsection (c) above applies, shall terminate and such parking areas shall be removed and replaced with approved pavement for driveways and parking area approaches, and landscaping pursuant to Chapter 78, Vegetation, at the lot owner's expense, in accordance with the occurrences set forth at Pf. 5.98.d.1. through 4. for any property whose principal building is a single family structure; and upon the construction of a new principal (meaning non-accessory) building or upon a change in use for all other properties.

- (e) In order to provide all current lot owners, and any other parties who have or may acquire an interest in property in District "B" with proper notice of these regulations, the Town shall provide each current lot owner in District "B", as listed in the Tax Collector's Office for tax notices, with written notice of same, and shall record a copy of this ordinance in the Public Records of Palm Beach County, Florida.

Section 2: Appendix A. Zoning, of the Code of Ordinances of the Town of Palm Beach Shores, is hereby amended at Section VII. District C Regulations. Pf. 7.10. Town Property to permit the installation of driveway pavers in the ten foot strip of Town property adjacent to on-site parking areas and approaches, subject to execution of a limited agreement for construction in road right-of-way; providing that Pf. 7.10. Town property shall hereafter read as follows:

Pf. 7.10. - Town property.

- (a) The ten (10) foot strip of Town property on both sides of the streets may be used by the owner of the abutting property with the same restrictions as to use for front yards in this district; provided, however, that no fences, walls, or other structures above or below ground may be placed in this ten (10) foot strip of Town property. Pavement for driveways and parking area approaches (including driveway pavers subject to the requirements of subsection (c) below) may be placed in this ten (10) foot strip, which may also be used for temporary parking but may not be counted as a part of the required minimum off-street parking area. If, in the future, this ten (10) foot strip shall be needed by the Town for any purpose, any improvement placed in this area may be removed by the Town without liability to the Town.
- (b) Except as hereinafter permitted, parking in this ten (10) foot strip is prohibited, unless within the permitted driveway and parking area approach located in this ten (10) foot strip as permitted in subsection (a), above.
- (c) Lots that have, as of the adoption of this ordinance, a parking area adjacent to the street within this ten (10) foot strip may continue to use said parking area, subject to the provisions of this section. However, no double parking shall be permitted thereon (see also section 70-32(4) of the Town Code of Ordinances), and no alteration of any such parking areas shall be permitted, except that such parking areas may be improved by replacing existing asphalt or concrete with driveway pavers, or otherwise as required by law or ordinance. To install pavers within the ten (10) foot town strip, a limited agreement for construction in road right-of-way must be

executed by both the property owner and the town and recorded in the public records. Such agreement shall be executed and recorded prior to building permit issuance.

- (d) The parking areas to which subsection (c) above applies, shall terminate and such parking areas shall be removed and replaced with approved pavement for driveways and parking area approaches, and landscaping pursuant to Chapter 78. Vegetation., at the lot owner's expense, in accordance with the occurrences set forth at Pf. 5.98.d.1. through 4. for any property whose principal building is a single family structure; and upon the construction of a new principal (meaning non-accessory) building or upon a change in use for all other properties.
- (e) In order to provide all current lot owners, and any other parties who have or may acquire an interest in property in District "C" with proper notice of these regulations, the Town shall provide each current lot owner in District "C", as listed in the Tax Collector's Office for tax notices, with written notice of same, and shall record a copy of this ordinance in the Public Records of Palm Beach County, Florida.

Section 3: Appendix A. Zoning, of the Code of Ordinances of the Town of Palm Beach Shores, is hereby amended at Section VIII. District D Regulations. Pf. 8.11. Town Property to permit the installation of driveway pavers in the ten foot strip of Town property adjacent to on-site parking areas and approaches, subject to execution of a limited agreement for construction in road right-of-way; providing that Pf. 8.11. Town property shall hereafter read as follows:

Pf. 8.11. - Town property.

- (a) The ten (10) foot strip of Town property on both sides of the streets may be used by the owner of the abutting property with the same restrictions as to use for front yards in this district; provided, however, that no fences, walls, or other structures above or below ground may be placed in this ten (10) foot strip of Town property. Pavement for driveways and parking area approaches (including driveway pavers subject to the requirements of subsection (c) below) may be placed in this ten (10) foot strip, which may also be used for temporary parking but may not be counted as a part of the required minimum off-street parking area. If, in the future, this ten (10) foot strip shall be needed by the Town for any purpose, any improvement placed in this area may be removed by the Town without liability to the Town.

- (b) Except as hereinafter permitted, parking in this ten (10) foot strip is prohibited, unless within the permitted driveway and parking area approach located in this ten (10) foot strip as permitted in subsection (a), above.
- (c) Lots that have, as of the adoption of this ordinance, a parking area adjacent to the street within this ten (10) foot strip may continue to use said parking area, subject to the provisions of this section. However, no double parking shall be permitted thereon (see also section 70-32(4) of the Town Code of Ordinances), and no alteration of any such parking areas shall be permitted, except that such parking areas may be improved by replacing existing asphalt or concrete with driveway pavers, or otherwise as required by law or ordinance. To install pavers within the ten (10) foot town strip, a limited agreement for construction in road right-of-way must be executed by both the property owner and the town and recorded in the public records. Such agreement shall be executed and recorded prior to building permit issuance.
- (d) The parking areas to which subsection (c) above applies, shall terminate and such parking areas shall be removed and replaced with approved pavement for driveways and parking area approaches, and landscaping pursuant to Chapter 78, Vegetation, at the lot owner's expense, in accordance with the occurrences set forth at Pf. 5.98.d. 1. through 4. for any property whose principal building is a single family structure; and upon the construction of a new principal (meaning non-accessory) building or upon a change in use for all other properties.
- (e) In order to provide all current lot owners, and any other parties who have or may acquire an interest in property in District "D" with proper notice of these regulations, the Town shall provide each current lot owner in District "D", as listed in the Tax Collector's office for tax notices, with written notice of same, and shall record a copy of this ordinance in the Public Records of Palm Beach County, Florida.

Section 4: Each and every other article, section and subsection of Appendix A. Zoning. of the Code of Ordinances of the Town of Palm Beach Shores, shall remain in full force and effect as previously enacted.

Section 5: All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 6: 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 7: Specific authority is hereby granted to codify and incorporate this ordinance into the existing Code of Ordinances of the Town of Palm Beach Shores.

FIRST READING this 19th day of November 2018.

SECOND AND FINAL READING this _____ day of _____ 2018.

Approved this _____ day of _____ 2018

ATTEST:

Evyonne Browning, Town Clerk

Myra Koutzen, Mayor

(Seal)

Approved as to legal sufficiency:

Keith Davis, Town Attorney

TOWN ATTORNEY