

Monday, January 24, 2022
7:00 pm



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

Mayor Alan Fiers
Vice Mayor Scott McCranel

Commissioner Tracy Larcher
Commissioner Janet Kortenhaus
Commissioner Brian Tyler

Keith Davis, Town Attorney
Town Administrator Wendy Wells
Deputy Town Clerk Jude M. Goudreau

PLEASE NOTE:

THIS MEETING MAY BE CONDUCTED USING COMMUNICATION MEDIA TECHNOLOGY

Join information:

Meeting link:

<https://townofpalmbeachshores.my.webex.com/townofpalmbeachshores.my/j.php?MTID=m6a66649e597d3f947d7094fec3097143>

Meeting number: 2631 256 8483 **Password:** 0124

Join by phone: +1-408-418-9388 United States Toll Access code: 2631 256 8483

1) CALL TO ORDER

- a) Pledge of Allegiance
- b) Roll Call

2) APPROVAL OF MEETING AGENDA

(Additions, substitutions, deletions)

3) APPROVAL OF CONSENT AGENDA

- a) Commission Meeting Minutes, December 20, 2021
- b) Special Event Permit No. 22-01. Resident Karen Ramsey Sponsor for Jennifer Barker, Wedding on October 22, 2022 from 2pm until 12 midnight, 120 Guest. Fees have been paid; Insurance provided.
- c) Special Event permit No. 22-02 Requested by the State Attorney's Office. Victim's Walk, April 30, 2022 from 7 am until 11:30 am, approximately 100 participants. Fees have been paid; Insurance provided.

4) VOTE TO APPOINT TOWN CLERK

5) GUESTSPEAKER- City of Riviera Beach-Update on Water Main Project

6) DEPARTMENT AND BOARD REPORTS

- a) Financial Reports
- b) Staff Reports:
 - Sheriff's Department
 - Fire Department (verbal only)
 - Public Works
 - Town Clerk
 - Planning and Zoning Chairman
 - Town Attorney

7) COMMISSION REPORTS

a) Mayor's Updates:

- Undergrounding Project
- East Channel Dredging Project
- Inlet Dredging Project

8) OTHER BUSINESS

- None

9) ORDANANCES AND RESOLUTIONS

First Reading -ORDINANCE NO. O-1-22

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING CHAPTER 28. FINANCE. ARTICLE II. PURCHASING GUIDELINES. TO UPDATE PURCHASING AUTHORITY LIMITS AND TO GENERALLY UPDATE THE TOWN'S PROCUREMENT CODE FOR OPERATIONAL AND EFFICIENCY PURPOSES; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 28 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.

RESOLUTION NO. R-1-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, ESTABLISHING AND APPROVING A CAPITALIZATION THRESHOLD OF \$5,000.00 FOR ANY INDIVIDUAL CAPITAL ASSET; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

10) MISCELLANEOUS UPDATES

- Letter of Appreciation for Palm Beach Shores Fire Department.

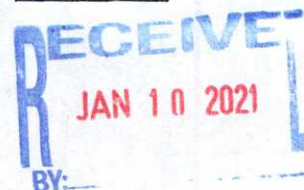
11) PUBLIC COMMENTS

12) 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. <u>FOR HEARING ASSISTANCE:</u> If any person wishes to use a hearing device, please contact the Town Clerk.

DATE SUBMITTED _____

PERMIT NO. 22-01



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

Type of event: Victims Week Location: Community Center
Sponsor: SAO Telephone: 561-355-7451

Property owner's consent and acknowledgement of responsibility:

Signature: _____

Date and Time 4-30-22 Time it ends: 11:30 AM

Number of participants: 100

Proof of insurance attached? Yes ☒ No ☐

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

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

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

APPROVED:

Fire Department: _____ Police Department: _____

Number of off-duty officers required: _____

Date of Commission Review: _____ Approved: _____



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT TRUST FUND
GENERAL LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby provided general liability coverage. Coverage shall be effective on the inception date at 12:01 a.m. standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. COVERAGES

General Liability Coverage--Bodily and Property Damage

To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any officer, employee, agent or volunteer of the named insured, as such terms may be further defined herein or by administrative rule, while acting within the scope of his office or employment, pursuant to the provisions and limitations of Chapter 284, Part II and Section 768.28, Florida Statutes.

II. DEFENSE, SETTLEMENT, SUPPLEMENTARY PAYMENTS

With respect to such coverage as is afforded by this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all premiums on bonds to release attachments and on appeal bonds required in any such defended suit for an amount not in excess of the applicable limit of liability established in this certificate;
- (c) pay all expenses incurred by the Fund, all costs taxed against the insured in any such suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court that part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (d) pay expenses incurred by the insured for such immediate medical relief to others as shall be imperative at the time of the accident.

III. DEFINITIONS

- (a) Named Insured - The department or agency named herein.
- (b) Insured - State department or agency named herein, their officers, employees, agents or volunteers.
- (c) Volunteer - Any person who of his own free will, provides goods or services to the named insured, with no monetary or material compensation as defined in Chapter 110, Part IV, Florida Statutes.
- (d) Agent - Any person not an employee, acting under the direct control and supervision of a state agency or department, for the benefit of a state agency or department.
- (e) Automobile - A land motor vehicle, trailer, or semi-trailer designed and licensed for use on public roads (including machinery or apparatus attached thereto), but does not include mobile equipment.
- (f) Mobile Equipment - A land vehicle (including machinery or apparatus attached thereto), whether or not self-propelled;
 - (1) not subject to motor vehicle registration, or

- (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or
- (3) designed for use principally off public roads, or
- (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle; power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding, and building cleaning equipment; and geophysical exploration and well-servicing equipment.

IV. EXCLUSIONS

This certificate does not apply:

- (a) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile operated by any person in the course of his employment by any insured, but this exclusion does not apply to the parking of an automobile on premises owned by, rented to, or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by, rented, or loaned to any insured;
- (b) to any action which may be brought against the named insured by anyone who unlawfully participates in riot, unlawful assembly, public demonstration, mob violence, or civil disobedience if the claim arises out of such riot, unlawful assembly, public demonstration, mob violence, or civil disobedience;
- (c) to any obligation for which the insured or the Fund may be held liable under any employer's liability or workers' compensation law;
- (d) to property damage to property owned or occupied by the insured;
- (e) to property damage to premises alienated by the insured arising out of such premises or any part thereof;
- (f) to loss of use of tangible property which has not been physically injured or destroyed, resulting from:
 - (1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement;
 - (2) the failure of the named insured's products, or work performed by or on behalf of the named insured to meet the level of performance, quality fitness, or durability warranted or represented by the named insured;
- (g) to property damage to the named insured's products arising out of such products or any part of such products;
- (h) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion

thereof, or out of materials, parts, or equipment furnished in connection therewith;

- (i) eminent domain proceedings or damage to persons or property of others arising therefrom;
- (j) to punitive damages;
- (k) to actions of insureds committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property;
- (l) to professional medical liability of the Board of Regents, the physicians, officers, employees, or agents of the Board;
- (m) to liability related in any way with nuclear energy;
- (n) to liability assumed by the insured under any contract or agreement;
- (o) to final judgments in which the insured has been determined to have caused the harm intentionally;
- (p) to awards for injunctive, declaratory, or prospective relief rendered against an insured by any federal or state court, agency or commission.

V. CONDITIONS

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Audit

The Fund shall be permitted to examine and audit the insured's books and records at any time during the term of this coverage and any extension thereof, and within three years after the final termination of this coverage, as far as they relate to the premium bases or the subject matter of this coverage.

C. Insured's Duties In the Event of Occurrence, Claim or Suit

- (1) **Event of Occurrence**
Written notice containing particulars sufficient to identify the insured, along with reasonably obtainable information with respect to the time, place and circumstances thereof, the names and addresses of the injured and all known witnesses, shall immediately be given by or for the insured to the Fund.
- (2) **Notice of Claim or Suit**
If claim is made by suit brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by him or his representative. Failure by the insured to advise the Fund of a claim or suit prior to a settlement agreement or the insured otherwise obligating itself, shall void coverage by the Fund, for that claim.
- (3) **Assistance and Cooperation of the Insured**
The insured shall cooperate with the Fund and, upon the Fund's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which coverage is afforded under this certificate, and the insured shall upon request, make available all agency records pertaining to a specific claim, shall attend hearings and trials and assist in securing and

giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expenses other than for first aid to others at the time of accident.

(4) Action Against the Fund

No action shall lie against the Fund unless, as a condition precedent thereto, the insured shall have been in full compliance with all of the terms of this certificate and the provisions of applicable Florida Statutes.

(5) Severability of Interest

The term "the insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the Fund's liability.

(6) Limits of Liability

The limit of liability expressed as applicable to "each person" is the limit of the Fund's liability for all damages, including damages for care and loss of services, arising out of personal injury and property damage sustained by one person as a result of any one occurrence; but the total liability of the Fund for all damages sustained by two or more persons as a result of any one occurrence shall not exceed the limit of liability as applicable "each occurrence".

(7) Other Insurance

If there is insurance applicable to any claim, the coverage extended by this certificate shall apply only as excess insurance over any and all other applicable insurance.

(8) Terms of Coverage

This certificate is issued for the purpose of confirming coverage as contemplated by Chapter 284, Part II, Florida Statutes. In the event of any conflict between provisions or coverages in this certificate and the provisions of any Florida Statutes or laws including, but not limited to the aforesaid, said statutes and laws shall control.

(9) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

D. Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.

Town of Palm Beach Shores

247 Edwards Lane
Palm Beach Shores FL 33404

Victims Walk c/o Annette Andre

Sponsr SAO Date: 4-30-22 1st Floor CC
Special Permit

Town of Palm Beach Shores

Receipt #: 16251	Date: 1/10/2022	From: Victims Walk c/o Annette An	Register: Sandi	Operator ID: asystadmin
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Miscellaneous Receipt	Special Permits	Victims Walk c/o Annette Andre	\$50.00
			Special Permits Balance:
		Total Receipts	\$50.00
	Check - 418		\$50.00
		Change Due:	\$0.00

Thank you.



DATE SUBMITTED _____

PERMIT NO. 22-02

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

Please check a box
below if you are a:

Police Officer ☐
Fire Fighter ☐
Teacher ☐

Type of event: WEDDING Location: Community Center

Sponsor: KAREN RAMSAY Telephone: 248-921-5983

Property owner's consent and acknowledgement of responsibility:

Signature: Karen Ramsay

Date and Time: 10/22/22 2PM Time it ends: 12 MIDNIGHT

Number of participants: 120 MAX → TBD

Proof of insurance attached? Yes ☒ No ☐

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

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

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

APPROVED:

Fire Department: _____ Sheriff's Office: _____

Number of off-duty officers required: _____

Date of Commission Review: _____ Approved: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/27/2021

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

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

PRODUCER SHEL Risk Purchasing Group 306 Main Street Worcester MA 01608	CONTACT NAME: Clayton Marsh PHONE (A/C, No, Ext): E-MAIL ADDRESS: clayton.marsh@espspecialty.com INSURER(S) AFFORDING COVERAGE INSURER A: Houston Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 42374
INSURED Jennifer Lyn Barker A Member of SHEL Risk Purchasing Group 869 Overbrook Place West Palm Beach FL 33413		

COVERAGES**CERTIFICATE NUMBER:** CL21122712628**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		217008726	12/27/2021	10/23/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The certificate holder is included as additional insured with respect to general liability as required by written contract.

Coverage applies to Wedding taking place at Palm Beach Shores Community Center: 90 Edwards Lane, Palm Beach Shores, FL 33404 on 10/22/2022.

CERTIFICATE HOLDER**CANCELLATION**

The Town of Palm Beach Shores 100 Edwards Ln. West Palm Beach FL 33404	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Town of Palm Beach Shores

247 Edwards Lane
Palm Beach Shores FL 33404

Karen Ramsey (Sponsor) Jennifer Barker
125 Ocean Ave. #700
Wedding 2nd Floor CC 10.22.2022

Town of Palm Beach Shores

Receipt #: 16229 Date: 12/23/2021 From: Karen Ramsey (Sponsor) Jen Register: Sandi Operator ID: asystadmin

Miscellaneous Receipt	Comm Cntr Cleaning Fee Karen Ramsey (Sponsor) Jennife	\$255.00
	aning Fee Karen Ramsey 10.22.22 Balance:	
Miscellaneous Receipt	Comm Cntr Deposit - +K Karen Ramsey (Sponsor) Jennife	\$500.00
	Ramsey (Jennifer Barker) 10.22.22 Balance:	
Miscellaneous Receipt	Comm Cntr Rental - + Ka Karen Ramsey (Sponsor) Jennife	\$428.00
	Ramsey (Jennifer Barker) 10.22.22 Balance:	
Miscellaneous Receipt	Special Permits Karen R Karen Ramsey (Sponsor) Jennife	\$50.00
	ial Permits Karen Ramsey 10.22.22 Balance:	
	Total Receipts	\$1,233.00
	Check - 663	\$1,233.00
	Change Due:	\$0.00

Thank you.

TOWN OF PALM BEACH SHORES
MONTHLY FINANCIAL REPORT

	CASH & INVESTMENTS		R E V E N U E			
			BUDGET	CURRENT	YEAR TO DATE	% OF BUDGET
9/30/2021	\$ 3,813,877		\$ 5,568,602	\$ 504,222	\$ 6,011,990	108%
10/31/2021	\$ 3,118,733		\$ 5,462,261	\$ 40,281	\$ 40,281	1%
11/30/2021	\$ 3,592,251		\$ 5,609,398	\$ 835,222	\$ 875,503	16%
12/31/2021	\$ 6,033,755		\$ 5,609,398	\$ 2,845,301	\$ 3,720,804	66%
12/31/2020	\$ 4,830,513		\$ 5,517,240	\$ 2,948,576	\$ 3,368,983	61%
1/31/2022						
2/28/2022						
3/31/2022						
4/30/2022						
5/31/2022						
6/30/2022						
7/31/2022						
8/31/2022						
9/30/2022						

	E X P E N D I T U R E S					
	BUDGET	DISBURSEMENTS	ACCRUALS	CURRENT EXP	YEAR TO DATE	% OF BUDGET
9/30/2021	\$ 5,568,602	\$ 215,098	\$ 150,667	\$ 365,766	\$ 5,288,460	95%
10/31/2021	\$ 5,462,261	\$ 808,352	\$ (164,056)	\$ 644,296	\$ 644,296	12%
11/30/2021	\$ 5,609,398	\$ 368,546	\$ (42,378)	\$ 326,168	\$ 970,464	17%
12/31/2021	\$ 5,609,398	\$ 380,179	\$ 47,452	\$ 427,631	\$ 1,398,095	25%
12/31/2020	\$ 5,517,240	\$ 433,524	\$ 49,165	\$ 482,689	\$ 1,569,259	28%
1/31/2022						
2/28/2022						
3/31/2022						
4/30/2022						
5/31/2022						
6/30/2022						
7/31/2022						
8/31/2022						
9/30/2022						

Budget Amendment #1 was approved at the October 2021 Commission meeting.

Town of Palm Beach Shores
Budget Summary Report
December 2021

				Dec Benchmark 25.0%	
	BUDGET		YTD	Favorable(Unfav)	%
REVENUE					
Revenue (without appr'd F/B)	\$ 5,661,100.00		\$ 3,720,803.68	\$ (1,940,296.32)	65.7%
Appropriated Fund Balance	(198,839.00)		-	198,839.00	
TOTAL REVENUE	\$ 5,462,261.00		\$ 3,720,803.68	\$ (1,741,457.32)	68.1%
EXPENDITURES BY DEPARTMENT					
		% of total		% of total	
Administration	\$ 484,562.00	9%	\$ 114,300.38	8%	\$ 370,261.62 23.6%
Legal	121,000.00	2%	15,722.50	1%	105,277.50 13.0%
Public Works	336,162.00	6%	96,239.94	7%	239,922.06 28.6%
Police	1,680,027.00	31%	424,028.44	30%	1,255,998.56 25.2%
Fire	686,932.00	13%	148,596.62	11%	538,335.38 21.6%
Building	237,862.00	4%	55,131.36	4%	182,730.64 23.2%
Emergency Disaster	-	0%	139.96	0%	(139.96) 0.0%
Solid Waste	209,250.00	4%	44,313.89	3%	164,936.11 21.2%
Legislative	18,562.00	0%	1,553.63	0%	17,008.37 8.4%
Streets/Storm Sewers	25,125.00	0%	3,622.40	0%	21,502.60 14.4%
Parks	208,024.00	4%	29,422.06	2%	178,601.94 14.1%
Beach	100,193.00	2%	23,103.63	2%	77,089.37 23.1%
Lift Stations/Sewer Service	42,975.00	1%	2,046.97	0%	40,928.03 4.8%
Contingencies	85,000.00	2%	-	0%	85,000.00 0.0%
Debt Service	495,855.00	9%	247,927.29	18%	247,927.71 50.0%
Emergency Medical Services	351,851.00	6%	86,887.40	6%	264,963.60 24.7%
Community Center	49,750.00	1%	23,055.05	2%	26,694.95 46.3%
Risk Management	106,231.00	2%	42,798.50	3%	63,432.50 40.3%
Capital	222,900.00	4%	39,205.19	3%	183,694.81 17.6%
TOTAL EXPENDITURES	\$ 5,462,261.00		\$ 1,398,095.21	\$ 4,064,165.79	25.6%
CHANGE IN FUND BALANCE					
	-		2,322,708.47	2,322,708.47	

Explanation of Variances:

Public Works - 80% of the overtime budget has been used; workers comp 2 of 4 payments made; debt service 1 of 2 payments made; building maintenance has major sewer repair for outside bathrooms; vehicle maint. includes repairs to the 2019 Ford. These are all timing issues.

Police - paid 1 of 2 debt service payments on the LPR cameras

Debt Service - first of 2 payments made, next is in April

Community Center - Building maintenance: new drainage on balcony and a/c piping repairs

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

Town of Palm Beach Shores
Disbursements - December 2021

Check #	Type	Date	Vendor Name	Amount
3321	C	12/2/2021	951 Alan Fiers	\$ 37.86
3322	C	12/2/2021	114 Albatross Supply	\$ 592.73
3323	C	12/2/2021	29 Alphagraphics of the Palm Beaches	\$ 75.62
3324	C	12/2/2021	556 Armchem International	\$ 1,399.60
3325	C	12/2/2021	861 BrightView Landscape Services, Inc.	\$ 7,277.08
3326	C	12/2/2021	52 Comcast	\$ 41.45
3327	C	12/2/2021	863 Diversified Building Department Management	\$ 7,120.00
3328	C	12/2/2021	746 Essential Net Solutions	\$ 1,434.99
3329	C	12/2/2021	660 Fastag Roofing Inc	\$ 4,600.00
3330	C	12/2/2021	604 Fisher Safety	\$ 125.00
3331	C	12/2/2021	116 GateHouse West Palm Beach - Adv	\$ 323.36
3332	C	12/2/2021	90 Hulett Environmental Services	\$ 277.00
3333	C	12/2/2021	659 Image Janitorial Services, Inc.	\$ 2,050.00
3334	C	12/2/2021	906 Jack G. Wilson	\$ 926.00
3335	C	12/2/2021	917 Lancier Castro	\$ 64.64
3336	C	12/2/2021	196 Performance NAPA	\$ 190.08
3337	C	12/2/2021	831 Randy's Plumbing, LLC	\$ 269.00
3338	C	12/2/2021	836 RIPPrint, LLC	\$ 1,101.00
3339	C	12/2/2021	821 Robert Villagomez	\$ 32.08
3340	C	12/2/2021	516 Schmidt Nichols	\$ 1,639.05
3341	C	12/2/2021	964 Trittech Software Systems	\$ 3,697.63
3342	C	12/2/2021	963 Unique Rooter	\$ 3,675.00
3343	C	12/2/2021	173 USPS-Hasler	\$ 1,000.00
3344	C	12/2/2021	103 Comp Benefits	\$ 125.64
3345	C	12/9/2021	823 AT&T Mobility	\$ 34.99
3346	C	12/9/2021	823 AT&T Mobility	\$ 34.99
3347	C	12/9/2021	107 Davis & Associates, P.A.	\$ 8,085.60
3348	C	12/9/2021	80 FL Public Utilities	\$ 198.04
3349	C	12/9/2021	89 Home Depot Credit Svcs	\$ 2,811.91
3350	C	12/9/2021	659 Image Janitorial Services, Inc.	\$ 350.00
3351	C	12/9/2021	965 Jennifer Schmidt	\$ 50.00
3352	C	12/9/2021	95 Lowes	\$ 593.41
3353	C	12/9/2021	25 Palm Beach Shores Volunteer Fire Dept.	\$ 1,000.00
3354	C	12/9/2021	821 Robert Villagomez	\$ 180.00
3355	C	12/9/2021	907 Sandi Lue	\$ 18.18
3356	C	12/9/2021	484 Shred-It, c/o Stericycle, Inc.	\$ 220.64
3357	C	12/9/2021	881 South Central Planning & Development Commission	\$ 260.42
3358	C	12/9/2021	100 Toshiba Business Solutions	\$ 397.10
3359	C	12/9/2021	101 Verizon Wireless	\$ 61.56
3360	C	12/9/2021	832 Viking Utility Inc.	\$ 95,399.00
3361	C	12/9/2021	104 Waste Management	\$ 11,825.64
3362	C	12/9/2021	290 Westside Reprographics, Inc.	\$ 235.70
3363	C	12/16/2021	47 Board of County Commissioners	\$ 419.64
3364	C	12/16/2021	48 Bug Stoppers	\$ 460.00
3365	C	12/16/2021	32 City of Riviera Beach	\$ 3,002.14
3366	C	12/16/2021	116 GateHouse West Palm Beach - Adv	\$ 1,916.25
3367	C	12/16/2021	966 IIMC	\$ 175.00
3368	C	12/16/2021	679 Keehn Emergency Medical Services, Inc	\$ 1,500.00
3369	C	12/16/2021	11 Nationwide Retirement Solutions	\$ 360.00

Town of Palm Beach Shores
Disbursements - December 2021

Check #	Type	Date	Vendor	Name	Amount
3370	C	12/16/2021	858	Palm Beach County Sheriff's Office	\$ 137,364.83
3371	C	12/16/2021	196	Performance NAPA	\$ 37.98
3372	C	12/16/2021	169	Quadient Leasing USA, Inc.	\$ 211.68
3373	C	12/16/2021	831	Randy's Plumbing, LLC	\$ 3,316.00
3374	C	12/16/2021	913	Shenandoah General Construction LLC	\$ 530.00
3375	C	12/16/2021	375	Simmons & White, Inc.	\$ 2,002.28
3376	C	12/16/2021	829	State Chemical Solutions	\$ 523.31
3377	C	12/16/2021	100	Toshiba Business Solutions	\$ 199.46
3378	C	12/16/2021	640	Ward-Damon Attorney	\$ 556.50
3379	C	12/16/2021	131	WEX BANK	\$ 576.49
3381	C	12/16/2021	606	Florida Municipal Insurance Trust	\$ 29,449.75
3382	C	12/22/2021	737	AT&T	\$ 288.98
3383	C	12/22/2021	945	Batteries & Bulbs	\$ 837.37
3384	C	12/22/2021	13	City Maintenance Supply	\$ 1,100.16
3385	C	12/22/2021	928	End of the Line, Inc.	\$ 106.25
3386	C	12/22/2021	878	Force-E Scuba Centers	\$ 68.35
3387	C	12/22/2021	71	FL Power & Light	\$ 2,535.31
3388	C	12/22/2021	90	Hulett Environmental Services	\$ 113.00
3389	C	12/22/2021	917	Lancier Castro	\$ 21.39
3390	C	12/22/2021	95	Lowes	\$ 141.46
3391	C	12/22/2021	967	Mary Campbell	\$ 160.00
3392	C	12/22/2021	16	Palmdale Oil Company, Inc.	\$ 465.11
3393	C	12/22/2021	687	PC Controls, Inc.	\$ 437.42
3394	C	12/22/2021	911	AT&T	\$ 877.71
3395	C	12/22/2021	586	The Standard Insurance Company	\$ 348.20
3396	C	12/22/2021	592	Trevor Steedman	\$ 81.46
3397	C	12/22/2021	112	Zimmerman Tree Service	\$ 714.00
ADP, LLC	E	12/24/2021	697	ADP, LLC	\$ 345.45
ADP - TAXES	E	12/3/2021		ADP - TAXES	\$ 8,568.99
ADP - TAXES	E	12/17/2021		ADP - TAXES	\$ 9,284.27
ADP - TAXES	E	12/30/2021		ADP - TAXES	\$ 9,408.62
ADP - WAGES	E	12/3/2021		ADP - WAGES	\$ 26,286.03
ADP - WAGES	E	12/17/2021		ADP - WAGES	\$ 28,058.47
ADP - WAGES	E	12/30/2021		ADP - WAGES	\$ 22,563.04
Blue Cross Blue Shield	E	12/28/2021	127	Blue Cross Blue Shield of Florida, Inc.	\$ 14,172.23
FRS	E	12/3/2021	172	FRS	\$ 12,066.89
					\$ 481,483.46

General Fund	\$ 380,179.12
Underground Utilities Fund	\$ 101,304.34
Total	\$ 481,483.46

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-21	21,602.65	6,183.52	1,792.50	29,578.67
Nov-21	19,389.47			19,389.47
Dec-21				-
Jan-22				-
Feb-22				-
Mar-22				-
Apr-22				-
May-22				-
Jun-22				-
Jul-22				-
Aug-22				-
Sep-22				-
YTD Total	40,992.12	6,183.52	1,792.50	48,968.14

Town of Palm Beach Shores
Discretionary Sales Tax PBC

Accumulated (unspent) Discretionary Sales Tax as of 9/30/17	\$ 49,955.01
Accumulated (unspent) Discretionary Sales Tax as of 9/30/18	\$ 119,434.60
Accumulated (unspent) Discretionary Sales Tax as of 9/30/19	\$ 207,613.87
Accumulated (unspent) Discretionary Sales Tax as of 9/30/20	\$ 291,486.47
Accumulated (unspent) Discretionary Sales Tax as of 9/30/21	\$ 387,432.10

Current Year Receipts:

Date of Receipt	Period	
11/29/2021	October 2021	\$ 7,419.45
12/27/2021	November 2021	\$ 7,715.47

Total current year receipts	\$ 15,134.92
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Current Year Expenditures:

\$ -

Accumulated (unspent) Discretionary Sales Tax as of 12/31/21	\$ 402,567.02
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Town of Palm Beach Shores
Building Department

	Building Permits	Building Department	Net Building	Cumulative Net Bldg
10/31/2021	\$ 10,845	\$ 22,632	\$ (11,786)	\$ (11,786)
11/30/2021	\$ 20,757	\$ 9,456	\$ 11,300	\$ (486)
12/31/2021	\$ 41,051	\$ 24,855	\$ 16,196	\$ 15,710
1/31/2022			\$ -	\$ 15,710
2/28/2022			\$ -	\$ 15,710
3/31/2022			\$ -	\$ 15,710
4/30/2022			\$ -	\$ 15,710
5/31/2022			\$ -	\$ 15,710
6/30/2022			\$ -	\$ 15,710
7/31/2022			\$ -	\$ 15,710
8/31/2022			\$ -	\$ 15,710
9/30/2022			\$ -	\$ 15,710
	\$ 72,653	\$ 56,943	\$ 15,710	

Other related revenues:

Bldg Permit State Surcharge	\$ 1,892
Fire Inspection Fees	\$ -
Reinspection Fees	\$ -
Code Enf Admin Cost Reimb	\$ -
Site Plan / Variance Fees	\$ 350
Land Development Costs	\$ 15,910
Town Code & Ordinance Fines	\$ -

Net Building	\$ 33,862
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Town of Palm Beach Shores
Underground Utilities
as of 12/31/21

	COST ESTIMATE	TOTAL as of 12/31/21	Remaining Costs	P R O J E C T E D	
				Cost	Variance
Other Financing Sources:					
Loan Proceeds	\$ 6,000,000	\$ 6,000,000.00	\$ -	\$ 6,000,000.00	\$ -
Expenditures:					
Survey	\$ 38,000	\$ 65,762.50	\$ -	\$ 65,762.50	\$ (27,762.50)
Legal	\$ 4,000	\$ 3,150.00	\$ -	\$ 3,150.00	\$ 850.00
Project Mgmt/Admin	\$ 80,000	\$ 89,322.09	\$ 677.91	\$ 90,000.00	\$ (10,000.00)
Construction - Viking	\$ 4,336,460	\$ 4,336,460.00	\$ -	\$ 4,336,460.00	\$ -
Construction - Comcast	\$ 250,000	\$ 528,340.73	\$ -	\$ 528,340.73	\$ (278,340.73)
Construction - AT&T	\$ 450,000	\$ 275,000.00	\$ 450,000.00	\$ 725,000.00	\$ (275,000.00)
Construction - FPL	\$ 254,386	\$ 254,386.00	\$ -	\$ 254,386.00	\$ -
Landscape Restoration	\$ 16,300	\$ 9,584.51	\$ 6,715.49	\$ 16,300.00	\$ -
Loan Acquisition	\$ 23,000	\$ 22,508.00	\$ -	\$ 22,508.00	\$ 492.00
Contingency	\$ 547,854	\$ -	\$ -	\$ -	\$ 547,854.00
Total expenditures	\$ 6,000,000	\$ 5,584,513.83	\$ 457,393.40	\$ 6,041,907.23	\$ (41,907.23)
Net Change in Fund Balance	\$ -	\$ 415,486.17	\$ (457,393.40)	\$ (41,907.23)	\$ (41,907.23)

Viking is complete and paid in full.

AT&T Phase 1 is complete and paid in full.

We expect to have similar remedial drilling on Phase 2 for AT&T (similar to Comcast) which are included.

PALM BEACH COUNTY SHERIFF'S OFFICE

RIC L. BRADSHAW, SHERIFF



January 2022 Commission report with stats from December

Arrests

Four arrests were made in the month of December.

- Two separate arrest were for outstanding warrants, one was a gentleman who became intoxicated in a condominium driveway, the second warrant arrest was made during a traffic stop.
- One arrest was domestic related and the other was a homeless person who stole towels from an area hotel.

Events

We continue our traffic studies on various street in town, this study was of the 300 Block of Bamboo Road. The complete study is attached to this report.

In addition to continuing the traffic studies, we continue our placement of spare patrol vehicles in areas of concern. When we remove the stationary unoccupied car, we follow up with the active enforcement.

Some of the town events are postponed due to COVID19, I know we are all hopeful this will change soon and we will be there to help in any way we can.

We all thank you for your support and as usual, we are here when you need us.

PALM BEACH COUNTY SHERIFF'S OFFICE

RIC L. BRADSHAW, SHERIFF



D/S Lubinski compiled the following report for traffic encounters by deputies for the period beginning December 9 2021 and ending December 23 2021.

From December 9, 2021 through December 23, 2021 the Palm Beach County Sheriff's Office (PBSO) District 20 (Town of Palm Beach Shores) Road Patrol division conducted a traffic study on Bamboo Road. This traffic study was conducted in accordance PBSO General Order 510.02 - Traffic Direction and Control. The study specifically focused on vehicular traffic between Ocean Avenue (east) and Lake Drive (west) on Bamboo Road.

During the traffic study various deputies assigned to the Town of Palm Beach Shores (PBSO District 20) conducted traffic enforcement, usually in the early morning hours between 0600 AM and 0900 AM and later in the evening between 1600 and 1800 hours on Bamboo Road. This was in response to a citizen(s) concern of excessive speed on Bamboo Road, which is a residential street with a posted speed limit of 25 mph.

The following are the results of the traffic study:

1.) Approximately 25.5 man-hours were invested into the traffic study (dayshift only for safety reasons).

- D/S Wikse 9 hours (9 supplemental reports)
- D/S Lubinski 7.5 hours (7 supplemental reports)
- D/S Santos 6 hours (6 supplemental reports)
- D/S Grammatico 2 hours (0 supplemental reports)
- D/S Simmons 2 hours (1 supplemental report)

2.) On average approximately 27 vehicles, travel east or west on Bamboo Road in a one-hour period.

3.) The average speed of these vehicles is 20.12 mph.

3.) There is only one (1) speed limit signs on Bamboo Road. That sign is located on the south side of Bamboo Road (facing west) just east of Lake Drive.

4.) The fastest speed recorded during the traffic study was 33 mph. That vehicle was able to blend in with traffic on Blue Heron Blvd before a traffic stop could be initiated.

5.) There is only one (1) documented crash and one (1) hit and run crash documented on Bamboo Road since 2017 according to PBSO communications. No injuries were reports.

- 6.) Out of the hundreds of vehicles that were observed during the traffic study only fourteen (14) vehicles were traveling at a speed greater than the 25 mph, which is the posted speed limit.
- 7.) Only eleven (11) vehicles were traveling faster than 5 mph over the posted speed limit, which would allow a deputy sheriff to conduct a traffic stop.
- 8.) Enforcement action: five (5) verbal warnings / seven (7) written warnings / one (1) criminal citation (arrest).
- 9.) PBSO speed trailer has been placed at 218 Bamboo Rd facing west.
- 10.) PBSO decoy G&W asst #73140 was placed at 238 Bamboo Rd.

Observations

Road Conditions:

FSS 316.0745 assigns the Florida Department of Transportation (FDOT) responsibility for adopting a uniform system of traffic control devices of all locations where the public travels. In Florida, signs intended to control traffic must comply with the national standards published by the Federal Highway Administration (FHWA) found in the Manual on Uniform Traffic Control Devices (MUTCD) and the Standard Highway Signs supplement.

The stop signs, speed limit sign, and other signage on Bamboo Road are not in compliance with FDOT and/or MUTCD regulations and standards. The road surface is in poor condition and needs attention.

Deficiencies that need corrective action:

- 1.) The white line (STOP bar) painted on the road surface is faded, cracked, and improperly located.

A STOP bar or line is required at each location where a STOP sign exists. The STOP bar shall consist of a solid 24-inch wide white thermoplastic line that extends across the approach lanes to indicate the point at which the stop is intended or required to be made.

- 2.) There is only one (1) speed limit sign on Bamboo Road and it is not the correct height.

Speed limits shall be established in accordance with the FDOT's "Speed Zoning for Highways, roads, and Streets in Florida." The lettering of SPEED LIMIT signs shall be in accordance with the MUTCD, the Standard Highway Signs book, and the Standard Alphabets for Highway Signs and Pavement Markings. SPEED LIMIT signs shall be at least 30 inches high by 24 inches wide with white "hi intensity" background. Black border and lettering materials should meet FDOT standards. All signs shall be made of reflective sheeting on 0.080-gauge aluminum sign blanks and installed no less than 7ft above the roads surface.

- 3.) Bamboo Road is a designated “truck route” and the road is in very poor condition. There is no fog line (bright white line painted on a road that marks the edge of the legally drivable portion.) The center divider line (double yellow longitudinal center lines with reflectors AKA raised pavement markers) is severely faded and/or missing in large sections. Per FSS at least 70% of the required markers should be functional (reflective) at a distance of 528 feet. Also, no more than 100 feet of continuous centerline or lane line is without a reflective marker. Striping does not meet FDOT standards when any of the following exist: If more than 10% of the length of any line is less than 5.4 inches wide during daylight inspection, if more than 10 % of the length and width of any line is not visible for a distance of 160 feet at night, if more than 10% of the length of any line is missing, if more than 10% of the length of any line is covered by soil, grass, or debris, staining, or skid marks.
- 4.) The road surface itself is old, in poor condition, and reaching the end of its life. There are several areas with flexible shoving (Flexible shoving is the lateral or longitudinal movement of flexible roadway surface most often caused by the acceleration or deceleration of heavy commercial vehicular traffic. Severe movement will result in cracking or breaking of the riding surface exposing the underlying roadway course or the base material). There are also many depression bumps, rigid cracking, and rigid potholes on Bamboo Road. The road’s surface itself is deteriorating, wavy, not flat or smooth, rutting under heavy commercial loads and in overall very deplorable condition.

At this time, based on the evidence of the speed study, there is no concern of excessive speed and/or reckless driving on Bamboo Road. Sgt. Langevin will notify the Town of Palm Beach Shores and advise them of the road deficiencies as mentioned above. The traffic study is now officially closed out without further action required by PBSO. This case is a supplement to the original offense report.

Ends deputies report

Incident	Type	Incident Type Description	Date	Beat	Location	Source	Unit	Officer	Priority	Report
202101253283	1050	1050 - Vehicle Stop	12/31/2021 21:18:21	20-11	Edwards Ln / Atlantic Ave	Self Initiate	20B11	3931	2	
202101246946	1050	1050 - Vehicle Stop	12/29/2021 18:13:26	20-11	Tacoma Ln / Lake Dr	Self Initiate	20B12	3931	2	
202101246786	68	68 - Police Service Call	12/29/2021 16:43:32	20-11	207 Inlet Way	Self Initiate	20A12	6933	4	
202101230377	1050	1050 - Vehicle Stop	12/23/2021 18:44:18	20-11	346 Cascade Ln	Self Initiate	20B11	3931	2	
202101206555	1050	1050 - Vehicle Stop	12/16/2021 10:28:02	20-11	188 Ocean Ave	Self Initiate	20A12	6933	2	
202101182170	11	11 - Abandoned Vehicle	12/08/2021 16:03:45	20-11	314 Bravado Ln	Mdt	20A12	8235	4	
202101164523	1050	1050 - Vehicle Stop	12/03/2021 00:05:22	20-11	190 Ocean Ave	Self Initiate	20B12	8756	2	

7 Record(s)



Palm Beach County Sheriff's Office

Incident Search

Total Incidents Listed

7



Palm Beach County Sheriff's Office
Incident Search

Incident	Type	Incident Type Description	Date	Beat	Location	Source	Unit	Officer	Priority	Report
202101250379	1050	1050 - Vehicle Stop	12/30/2021 21:43:29	20-11	Lake Dr / Claremont Ln	Self Initiate	20B11	3931	2	
202101245826	1050	1050 - Vehicle Stop	12/29/2021 10:21:50	20-11	Bamboo Rd / Lake Dr	Self Initiate	20A12	6933	2	
202101245337	1050	1050 - Vehicle Stop	12/29/2021 07:42:39	20-11	300 Blk Bamboo Rd	Self Initiate	20A12	6933	2	
202101242642	1050	1050 - Vehicle Stop	12/28/2021 09:32:44	20-11	200 Inlet Way	Self Initiate	20A11	24636	2	
202101223049	1050	1050 - Vehicle Stop	12/21/2021 13:28:27	20-11	Park Ave / Bamboo Rd	Self Initiate	20A12	6933	2	
202101222697	1050	1050 - Vehicle Stop	12/21/2021 11:23:05	20-11	Park Ave / Bamboo Rd	Self Initiate	20A12	6933	2	
202101220133	1050	1050 - Vehicle Stop	12/20/2021 15:42:52	20-11	Bamboo Rd / Lake Dr	Self Initiate	20A12	6933	2	
202101216387	1050	1050 - Vehicle Stop	12/19/2021 10:26:21	20-11	Molly Fleming (170 Lake Dr)	Self Initiate	20A12	8235	2	
202101213499	1050	1050 - Vehicle Stop	12/18/2021 12:17:28	20-11	Approx Loc: 370 Tacoma Ln	Mdt	20A12	8235	2	
202101213345	1050	1050 - Vehicle Stop	12/18/2021 11:32:09	20-11	Approx Loc: 122 Lake Dr	Mdt	20A12	8235	2	
202101213323	1050	1050 - Vehicle Stop	12/18/2021 11:22:49	20-11	Sailfish Marina - Restaurant (98 Lake Dr)	Self Initiate	20A12	8235	2	
202101213246	1050	1050 - Vehicle Stop	12/18/2021 10:52:41	20-11	Atlantic Ave / Blossom Ln	Self Initiate	20A12	8235	2	
202101213238	99T	99T - Problem Solving Traffic	12/18/2021 10:49:57	20-11	Molly Fleming (170 Lake Dr)	Mdt	20A12	8235	4	
202101210502	1050	1050 - Vehicle Stop	12/17/2021 14:02:39	20-11	180 Ocean Ave	Self Initiate	20A12	6933	2	
202101208041	1050	1050 - Vehicle Stop	12/16/2021 19:57:46	20-11	200 Lake Dr	Self Initiate	20B11	3931	2	
202101206733	1050	1050 - Vehicle Stop	12/16/2021 11:17:41	20-11	188 Ocean Ave	Self Initiate	20A12	6933	2	
202101180550	1050	1050 - Vehicle Stop	12/08/2021 07:15:53	20-11	Cascade Ln / Lake Dr	Self Initiate	20A12	8235	2	
202101179415	68	68 - Police Service Call	12/07/2021 20:58:54	20-11	Town And Beach Apartments (237 Inlet Way), Apt: 1	Phone	20B11	3931	4	
202101161844	1050	1050 - Vehicle Stop	12/02/2021 07:01:22	20-11	Ocean Ave / Blossom Ln	Self Initiate	20A12	8235	2	
202101161800	99T	99T - Problem Solving Traffic	12/02/2021 06:39:56	20-11	Approx Loc: 248 Blossom Ln	Mdt	20A12	8235	4	

20 Record(s)



Palm Beach County Sheriff's Office

Incident Search

Total Incidents Listed

20



Palm Beach County Sheriff's Office
Incident Search

Incident	Type	Incident Type Description	Date	Beat	Location	Source	Unit	Officer	Priority	Report
202101250379	1050	1050 - Vehicle Stop	12/30/2021 21:43:29	20-11	Lake Dr / Claremont Ln	Self Initiate	20B11	3931	2	
202101245826	1050	1050 - Vehicle Stop	12/29/2021 10:21:50	20-11	Bamboo Rd / Lake Dr	Self Initiate	20A12	6933	2	
202101245337	1050	1050 - Vehicle Stop	12/29/2021 07:42:39	20-11	300 Blk Bamboo Rd	Self Initiate	20A12	6933	2	
202101242642	1050	1050 - Vehicle Stop	12/28/2021 09:32:44	20-11	200 Inlet Way	Self Initiate	20A11	24636	2	
202101223049	1050	1050 - Vehicle Stop	12/21/2021 13:28:27	20-11	Park Ave / Bamboo Rd	Self Initiate	20A12	6933	2	
202101222697	1050	1050 - Vehicle Stop	12/21/2021 11:23:05	20-11	Park Ave / Bamboo Rd	Self Initiate	20A12	6933	2	
202101220133	1050	1050 - Vehicle Stop	12/20/2021 15:42:52	20-11	Bamboo Rd / Lake Dr	Self Initiate	20A12	6933	2	
202101216387	1050	1050 - Vehicle Stop	12/19/2021 10:26:21	20-11	Molly Fleming (170 Lake Dr)	Self Initiate	20A12	8235	2	
202101213499	1050	1050 - Vehicle Stop	12/18/2021 12:17:28	20-11	Approx Loc: 370 Tacoma Ln	Mdt	20A12	8235	2	
202101213345	1050	1050 - Vehicle Stop	12/18/2021 11:32:09	20-11	Approx Loc: 122 Lake Dr	Mdt	20A12	8235	2	
202101213323	1050	1050 - Vehicle Stop	12/18/2021 11:22:49	20-11	Sailfish Marina - Restaurant (98 Lake Dr)	Self Initiate	20A12	8235	2	
202101213246	1050	1050 - Vehicle Stop	12/18/2021 10:52:41	20-11	Atlantic Ave / Blossom Ln	Self Initiate	20A12	8235	2	
202101213238	99T	99T - Problem Solving Traffic	12/18/2021 10:49:57	20-11	Molly Fleming (170 Lake Dr)	Mdt	20A12	8235	4	
202101210502	1050	1050 - Vehicle Stop	12/17/2021 14:02:39	20-11	180 Ocean Ave	Self Initiate	20A12	6933	2	
202101208041	1050	1050 - Vehicle Stop	12/16/2021 19:57:46	20-11	200 Lake Dr	Self Initiate	20B11	3931	2	
202101206733	1050	1050 - Vehicle Stop	12/16/2021 11:17:41	20-11	188 Ocean Ave	Self Initiate	20A12	6933	2	
202101180550	1050	1050 - Vehicle Stop	12/08/2021 07:15:53	20-11	Cascade Ln / Lake Dr	Self Initiate	20A12	8235	2	
202101179415	68	68 - Police Service Call	12/07/2021 20:58:54	20-11	Town And Beach Apartments (237 Inlet Way), Apt: 1	Phone	20B11	3931	4	
202101161844	1050	1050 - Vehicle Stop	12/02/2021 07:01:22	20-11	Ocean Ave / Blossom Ln	Self Initiate	20A12	8235	2	
202101161800	99T	99T - Problem Solving Traffic	12/02/2021 06:39:56	20-11	Approx Loc: 248 Blossom Ln	Mdt	20A12	8235	4	

20 Record(s)



Palm Beach County Sheriff's Office

Incident Search

Total Incidents Listed

20



Public Works Department

Monthly Status Report

January 2022

Community Center:

1. Receiving quotes to replace the 6 each Fireproof Metal Doors 1st floor due to rust caused by the surrounding elements of the building.
2. Receiving quotes to replace the 2nd floor east balcony awning.
3. Scheduling to repair exhaust vent metal duct in the ceiling of the 2nd floor kitchen due to roof leak causing the metal duct to rust and creating a breakdown with the exhaust vent performance. This project will be performed by an outside contractor.
4. Scheduling to paint the first-floor deck to complete the exterior painting of the building. This task is challenging due to event scheduling of the facility. This project will be performed by Public Works Staff.
5. The projects listed is funded through the approved general and capital budget.

Grounds & Parks:

1. Scheduling to order new Park Benches for Inlet Park and the Parkway. The manufacturers are starting to produce more products for shipping due to new COVID guidelines in place.
2. Scheduling to install concrete slabs under the Parkway benches due to safety concerns. The concrete slabs will replace the existing individual square pavers creating an uneven surface and trip hazards. There is a total of 37 concrete slabs to be installed. This project will be performed by the Public Works Staff.
3. Receiving quotes to replace the damaged concrete trash cans located on the Parkway, Inlet Park, and Beach.
4. Scheduling to apply new mulch at the Beach Playground surrounding areas. This project was completed Wednesday, January 11, 2022, by Public Works Staff.
5. Scheduling to pressure wash the Parkway sidewalk, bricks, and park benches.
6. Scheduling to convert all the Irrigation mechanical time clock controllers and zone valves to digital located along the Parkway. There is a total of 5 stations to be converted. This will improve water consumption and maintenance costs. The work will be completed by the Public Works Department staff.

7. The projects listed is funded through the approved general and capital budget.

Streets:

1. The streetlight restoration project began July 8, 2021. The restoration includes concrete repairs to the light poles and painting of the poles with a color of Hunter Green. There are a total of 196 streetlight poles in Town including the Streets, Parkway, and Town Hall parking lot. The work is performed by the Public Works Department. The restoration work will have a cost savings of \$ 6,000.00 per pole if replaced. Locations of the completed Street Light Poles as follows: The parkway, Town Hall Parking Lot, and the Beach Parking Lot. This project is ongoing due to weather and other project delays.
2. Scheduling to replace the storm grates and concrete aprons along Lake Drive and Inlet Way. The grates are on order waiting for their arrival to install. Public Works will perform the work. Still in progress.
3. The Public Works Department will continue to apply asphalt patch in various locations on the Town Streets as needed. Linda Lane and Bravado in the 200 blocks were completed on Thursday, January 6, 2022. The total of 55 bags of DOT approved asphalt patch was applied.
4. Scheduling to install the street storm drain swales on the corner of Edwards Lane and Lake Drive.
5. The projects listed is funded through the approved general and capital budget.

Lift Stations:

1. Scheduling to receive quotes to replace the 8-inch riser pipes in the wet well of the Lake Drive Lift Station #01. Possible piggyback contract available for project.
2. Scheduling to reline the streets sewer manholes in various locations.
3. Scheduling to perform the preventive maintenance cleaning of the Town's main sewer lines running under the streets. Linda Lane is scheduled for February 2022.
4. The projects listed is funded through the approved general and capital budget.

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

1. Scheduling to apply a roof coating on the Beach Bathroom Building, Public Works will be applying the roof coating.
2. Scheduling to paint the exterior of the Town Hall, Police, and Fire Bay. Public Works will perform the work. The Sherwin Williams Paint materials were delivered on Tuesday, January 18, 2022. The paint project is scheduled for Wednesday, February 2, 2022. The Public Works Department staff will perform the work. The paint material is \$4,500.00 with a cost savings of \$18,000.00.
3. In the process with converting the Fire Bay ceiling lights to LED. The cost for the project is \$900.00 with a cost savings of \$3,500.00. The Public Works Department staff will perform the work.
4. The projects listed is funded through the approved general and capital budget.

Capital Projects For 2021-2022:

1. **Community Center Replace 1st floor fireproof metal doors: Receiving Estimates / Contractor.**
2. **Community Center Replace 2nd floor east balcony awning: Receiving Estimates / Contractor.**

3. Paint Exterior of Town Hall, Police, and Fire Bay: **Scheduling in progress / Public Works will perform the work.**
4. Town Hall new Fire Alarm monitoring system: **Receiving Estimates / Contractor.**
5. Inlet Park, Parkway, Beach, and town streets replace concrete trash cans: **Receiving Quotes and availability / Contractor.**
6. Inlet Park, Beach replace concrete benches: **Receiving Quotes and availability / Contractor.**
7. Streets New Storm grates and concrete aprons: **In progress / Public Works to perform the work.**
8. Lift station #01 Lake Drive replace wet well riser pipes and pump base plates: **Receiving Estimates and piggyback contracts availability / Contractor.**

Training / Certificates:

1. Continuing Education in Florida Stormwater Erosion and Sedimentation Control. No cost to the Town.
2. OSHA'S Model Training Program for multiple certifications & continuing education credits. No cost to the Town.
3. Safety Meeting scheduled for Tuesday, January 18, 2022, Public Works Safety Officer (Public Works Director).
4. Irrigation maintenance and repairs training by BrightView landscaping. No cost to the Town.
5. Lift Stations Pumps and Valves training by PSI Technologies. No cost to the Town.

Updates:

1. AT&T Project.
2. Watermain Project.

TOWN CLERK REPORT
November 2021 Status Updates for the
December 20, 2021 Commission Meeting

TASKS	STATUS
Upcoming Meetings and Important Dates	➤ Town Hall will be closed on February 21, 2022 for President's Day.
Building Department Updates	<p>December 2021:</p> <ul style="list-style-type: none"> • Total Permits issued: 21 • Total Permit Fees Paid: \$28,538.67 • Total Permits issued in 2022 to date: 21 • Total Permit Fees in 2022 to date: \$28,538.67 <p>REGULAR BUSINESS: Monday through Friday, from 8:30 am to 4:30 pm. We will close for lunch between 12:30 pm and 1:00 pm each day. BUILDING PERMITS will be accepted 8:30 am to 4:00 pm only. We will close for lunch between 12:30 pm and 1:00 pm each day.</p>
Code Compliance	<p>New/ongoing open Code Violations December (10 total)</p> <ul style="list-style-type: none"> • 2 Landscaping Maintenance/ Obstructed views (Code Sec. 78-79) • 1 Property Maintenance (Code Sec. 18-329) • 2 Florida Building Code (Code Sec. 14-106) Engineering Report • 1 Palm Beach County Fire Code as per the PBC Fire Inspector • 5 Trash/Debris out too early • Total Cases 10
TOWN HALL	<ul style="list-style-type: none"> • Town Hall is open 8:30 am to 4:30 pm; However, we must limit customers to 1 at a time. <u>You must also wear a mask inside Town Hall.</u> Thank you for helping all of us to stay safe and healthy. • All meetings will continue to be offered virtually via WebEx (see Town's website: www.palmbeachshoresfl.us for information on all meetings).
BUSINESS TAX AND CERTIFICATE OF USE APPLICATIONS	<p>Thank you to those who have already submitted your annual renewal paperwork for your business tax and certificate of use licenses. If you have not submitted yours, please do so as soon as possible.</p> <p>Also, please remember you must also obtain a license with Palm Beach County. However, in order to do so, you must first have your license with the Town.</p>

Dear Mayor Fiers,

I am writing to you on behalf of my wife Jane, autistic son Joel and myself.

It is with a great deal of gratitude and appreciation that we wish to make you aware that your community has an amazing group of men who serve with your local Fire Company. I suspect I am not telling you anything you do not already know as, hopefully, many write to tell you how impressed they are with regards to their own positive experiences with this outstanding organization.

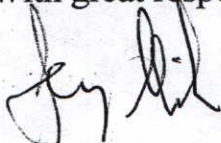
Fire Chief Trevor Steedman was responsible for spearheading a life impacting visit for our 23 year old son, as well as his mother and me. Chief Steedman coordinated each detail to make certain that our experience during our visit on Tuesday December 28, 2021 at 2:00 p.m. was exceptional and, indeed, so it was.

The following men are also to be commended as each was highly professional, considerate and generous in spirit. They enthusiastically met Joel upon our arrival and took their time to provide Joel with information including a very special accommodation that Joel has been desiring from the time we moved to Florida in June of 2019. Their names are: Robert Villagomez; Alan Garcia; Sanders Bello; Sam Schwarcz. These dedicated men communicated and acted with the highest degree of professionalism, courtesy, generosity and attention to detail that served to make our visit an experience which only exceeded our highest hopes of providing a unique and enduring memory for our son.

Enclosed is a small donation from Joel, which he asks to be dedicated to the next new Engine to be placed in service for the benefit of the Palm Beach Shores Community.

Mayor Fiers, you can be very proud of this organization which did so much to make a positive and lasting experience in each of our lives and especially the life of our "special needs" son.

With great respect and lasting gratitude,

A handwritten signature in black ink, appearing to read "Jerry Giblin". The signature is fluid and cursive, with the first name "Jerry" being more prominent than the last name "Giblin".

Jerry Giblin, for Joel and Jane as well

ORDINANCE NO. O-1-22

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, AMENDING CHAPTER 28. FINANCE. ARTICLE II. PURCHASING GUIDELINES. TO UPDATE PURCHASING AUTHORITY LIMITS AND TO GENERALLY UPDATE THE TOWN'S PROCUREMENT CODE FOR OPERATIONAL AND EFFICIENCY PURPOSES; PROVIDING THAT EACH AND EVERY OTHER SECTION AND SUBSECTION OF CHAPTER 28 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, the Town Commission of the Town of Palm Beach Shores desires to adjust purchasing authority for the Mayor, Town Manager and Department Heads, and otherwise update the Town's procurement code for operational and efficiency purposes; and

WHEREAS, the Town Commission of the Town of Palm Beach Shores believes these amendments to the Town's procurement code to be in the best interest of the health, safety and welfare of the Town, its citizens, and all those doing business with the Town.

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

Section 1: Chapter 28. Finance. of the Code of Ordinances of the Town of Palm Beach Shores is hereby amended at Article II. Purchasing Guidelines. to update purchasing authority limits and to generally update the Town's procurement code for operational and efficiency purposes; providing that Chapter 28. Finance. Article II. Purchasing Guidelines. shall hereafter read as follows:

CHAPTER 28 - FINANCE ARTICLE II. – PURCHASING GUIDELINES

Sec. 28-26. - Purpose.

- (a) The purpose of adopting these purchasing guidelines is to:
- (1) Provide the town with a system to obtain quality goods and services, in a timely manner and at a competitive rate; and
 - (2) Ensure equity and fairness to all who deal with the town.

(b) This policy will apply to all purchases of the town irrespective of the source of funding.

(c) Exception. Grant agreements may contain provisions or requirements related to purchasing policies, disposition of fixed assets, etc. that differ from the town's policies. In the event that there is a conflict between a grant provision/requirement and a town policy, the grant provision/requirement will take precedence over the town policy.

Sec. 28-27. - Authority of the town manager, the mayor or the mayor's designee.

(a) Solicit quotations, both verbal and written, and issue invitations to bid, requests for proposals and invitations to negotiate;

(b) Award and renew contracts pursuant to the terms and provisions of this article;

(c) Award and renew contracts and/or purchase orders and agreements when utilizing other government contracts pursuant to the terms and provisions of this article.

Sec. 28-28. - Delegation of purchasing authority.

All town purchases must have proper prior authorization and approval. Department heads of the Town of Palm Beach Shores are designated as follows: Police chief, fire chief, public works director, town manager and town clerk. The department heads or their designee(s) are required to approve all purchasing related documents prior to submitting same to the town manager, the mayor or the mayor's designee for processing.

The approval levels are as follows (total purchase):

(1)	\$0.00—\$999.99 499.99	Department head
(2)	\$1,000.00 500.00— \$9,999.99 4,999.99	Department head with signature of town manager, the mayor or the mayor's designee
(3)	\$10,000.00 5,000.00—	Mayor or the mayor's designee

	<u>\$24,999.99</u> <u>25,000.00</u>	
(4)	Over \$25,000.00— <u>\$49,999.99</u>	<u>Mayor or the mayor's designee if the expenditure has been included in the budget for the current fiscal year, and the actual expenditure does not deviate in an amount that is more than 10% above the budgeted amount. Otherwise the</u> <u>Town commission</u>
<u>(5)</u>	<u>\$50,000.00 and higher</u>	<u>Town Commission</u>

Purchase amounts shall not be artificially divided to circumvent the approval requirements. Willful violation of these rules will result in termination of purchasing authority for the individual and/or department and may further result in disciplinary action against the individual committing the violation.

Sec. 28-29. - Quotations.

The quotation levels are as follows (individual item):

Expand

(1)	\$0.00—\$499.99 00	None; <u>Purchase in best interest of the Town</u>
(2)	\$500.00— \$14,999.99 00	Two verbal quotes
(3)	\$15,000.00— \$99,999.99 25,000.00	Three written quotes
(4)	Over \$25,000.00 <u>\$100,000.00— \$199,999.99</u>	<u>Informal</u> Formal bid, request for proposals or invitation to negotiate, <u>except for public construction contracts as specified in Sec. 28-34 below</u>
<u>(5)</u>	<u>\$200,000.00 and higher</u>	<u>Formal bid, request for proposals or invitation to negotiate</u>

Sec. 28-30. - Processing of contract for the provision of commodities or services.

(a) *Purchase requisitions.* All purchases of goods or services with a total cost less than \$1,000.00 ~~\$500.00~~ shall be entered into the purchasing system using purchase requisitions.

(b) *Purchase orders.* All purchases of goods or services that cost \$1,000.00 ~~\$500.00~~ or more shall be entered into the purchasing system using a purchase order.

Sec. 28-31. - Competitive procurement required.

All initial awards of contract for commodities and contractual services exceeding \$99,999.99 ~~\$25,000.00~~ shall be awarded by the town commission through the process of either informal or formal competitive, sealed bidding, competitive requests for proposals, or invitations to negotiate except as otherwise provided herein. Whether informal or formal procedures are utilized depends on the quotation level of the purchase as specified in Sec. 28-29 above.

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

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

(1) Sole source procurement; however, all sole source procurements where the cost of the commodity or contractual service exceeds \$50,000.00 (or exceeds \$25,000.00 for non-budgeted expenditures, or deviates more than 10% from budgeted expenditures less than \$50,000.00 as specified in Sec. 28-29 above) ~~\$25,000.00~~ shall be authorized by the town commission.

(2) Non-emergency exemptions to this process must be approved by the town commission if over \$50,000.00 (or if over \$25,000.00 for non-budgeted expenditures, or deviates more than 10% from budgeted expenditures less than \$50,000.00 as specified in Sec. 28-29 above) ~~\$25,000.00~~.

(3) Emergency procurements. The town manager, the mayor or the mayor's designee may make or authorize emergency procurements of commodities or services when there exists a clear and present threat to public health, property,

welfare, safety, or other substantial loss to the town. The town clerk will notify the town commission immediately of all emergency expenditures over \$50,000.00 ~~\$25,000.00~~.

(4) Purchases under contracts of the federal government, the State of Florida and/or its political subdivisions. All purchases of commodities or contractual services under the provisions of local, state, and federal purchasing contracts shall be exempt from the quotation and competitive procurement requirements, however such contracts must be approved by the town commission if over \$50,000.00 (or if over \$25,000.00 for non-budgeted expenditures, or deviates more than 10% from budgeted expenditures less than \$50,000.00 as specified in Sec. 28-29 above) ~~\$25,000.00~~.

(5) Exempt contractual goods and services not subject to the quotation and competitive procurement requirement. This category shall include services involving special skill, ability, training, or expertise which are in their nature, unique, original, or creative, in accordance with F.S. § 287.057(5)(f).

Sec. 28-33. - Formal competitive procurement procedure.

(a) *Public notice.* Public notice of the invitation to bid, request for proposals, or invitation to negotiate shall be provided a minimum of ten calendar days prior to the date set forth in the notice for the opening of the bids, proposals, or replies. Such notice shall be provided by publication in a newspaper of general circulation in the town, by posting on the town's website, and by any additional means that may be warranted by the particular invitation or request, at the town's discretion. The notice shall state the place, date and time of the bid, proposal or reply opening.

(b) *Bid, proposal, and reply submission.* Bids, proposals, and replies shall be submitted pursuant to all invitation or request instructions in a sealed envelope which shall be clearly identified as a bid, proposal or reply on the exterior of the envelope and delivered to the town clerk's office.

(c) *Bid security; performance or payment bonds.* The town shall require bid security and performance or payment bonds for all contracts for construction of

public buildings costing over \$300,000.00, or electrical work on public buildings costing over \$75,000.00; and reserves the right to require same for construction contracts on public buildings or any other contracts costing less than \$300,000.00, or electrical work on public buildings or any other contracts costing less than \$75,000.00.

(d) *Bid opening.*

(1) Bids shall be opened publicly by the town clerk and shall be witnessed by the deputy town clerk or designee at the time and place designated in the public notice of the invitations to bid.

(2) Bids shall be read aloud and a tabulation of all bids received shall be made available for public inspection after the opening of the bid.

(3) No late bids shall be accepted or opened if received after the date and time specified in the public bid notice. All late bids shall be returned, unopened to the bidder or offeror.

(e) *Proposal opening.* When the request for proposals or invitation to negotiate procedure is utilized, the proposals or replies shall be opened at the time and place designated in the public notice. A register of proposals or replies shall be prepared and maintained by the town clerk containing the name of each offeror.

(f) *Modification to solicitation documents.* Any modification of the invitation to bid, the request for proposals, or the invitation to negotiate made prior to the opening of the responses to those solicitation documents shall be by addenda provided in writing to the same businesses to which the original solicitation documents were mailed or otherwise provided.

(g) *Documents become property of the town.* All bids, proposals, or replies along with accompanying documentation received from bidders or offerors in response to the invitation to bid, request for proposal, or invitation to negotiate shall become the property of the town and will not be returned. In the event of contract award, everything produced as part of the contract shall become the exclusive property of the town.

(h) *Rejection of bids, proposals or replies.* The town may reject any and all bid(s), proposal(s) or replies, for any of the following reasons, as exercised by the town in its sole discretion:

(1) If the evidence submitted by the bidder or offeror or the investigation of such bidder or offeror fails to satisfy the town that such bidder or offeror is properly qualified to carry out the obligations and complete the work contemplated therein.

(2) If there is reason to believe collusion exists among bidders or offerors.

(3) If the bid, proposal, or reply is not responsive, not properly delivered, not properly signed or is unsigned, shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind. The town reserves the right to waive such technical errors as may be deemed in the best interest of the town.

Sec. 28-34. - Informal competitive procurement procedure.

(a) *Public notice.* Public notice of the request for proposals or invitation to negotiate may be provided within a reasonable amount of time from the targeted contract award date in the town's sole discretion. Such notice may be provided by publication in a newspaper of general circulation in the town, and/or by posting on the town's website, and/or by any additional means that may be warranted by the particular invitation or request, solely at the town's discretion. Alternatively, or additionally, the Town may actively solicit proposals or replies from vendors known to the town to be responsive and responsible, in the town's best interest and sole judgment.

(b) *Bid, proposal, and reply submission.* Proposals and replies shall be submitted pursuant to all request instructions. Such proposals and replies are not sealed and are not protected by public records exemptions in the same manner that formal sealed bids, proposals, or replies are protected.

(c) *Construction contracts on public buildings.* The town shall not utilize the informal competitive procurement procedure for constructions contracts on public

buildings. Formal competitive procurement shall be utilized for all public construction contracts with a cost of \$100,000.00 or more.

(d) *Proposal and reply opening.* Informally procured proposals or replies shall be opened at the time and place designated in the public notice, or designated by the town during the solicitation process. A register of proposals or replies shall be prepared and maintained by the town clerk containing the name of each offeror. Selection of the successful vendor shall be based on the needs and best interest of the Town, considering all relevant circumstances, in the Town's sole discretion.

(e) *Documents become property of the town.* All bids, proposals, or replies along with accompanying documentation received from bidders or offerors in response to the invitation to bid, request for proposal, or invitation to negotiate shall become the property of the town and will not be returned. In the event of contract award, everything produced as part of the contract shall become the exclusive property of the town.

(f) *Rejection of bids, proposals or replies.* The town may reject any and all proposals or replies, for any reason or no reason (convenience) in the town's sole discretion.

Sec. 28-35 34. - Award of contract.

(a) *Competitive bid procedure.* To be used when the town is capable of specifically defining the scope of work for which a contractual service is required or when the town is capable of establishing precise specifications defining the actual commodity or group of commodities required. The contract shall be awarded with reasonable promptness to the most responsive, responsible bidder whose bid meets the requirements and criteria set forth in the invitation to bid except as otherwise provided herein.

(b) *Tie bids.* Tie bids will be decided by the town on a basis of quality, delivery time and other criteria as determined for the specific project.

(c) *Request for proposals procedure.* To be used by the town when the purposes and uses for which the commodity, group of commodities or contractual services

being sought can be specifically defined and the town is capable of identifying necessary deliverables. The award shall be made to a responsible offeror whose proposal is determined to be the most advantageous to the town taking into consideration price and the evaluation factors and criteria set forth in the request for proposal.

(d) *Invitation to negotiate procedure.* To be used by the town to determine the best method for achieving a specific goal or solving a particular problem and to identify one or more vendors with which to negotiate in order to receive the best value. Negotiations shall be commenced with one or more vendors whose reply is determined by the town to be within the competitive range established in the selection criteria contained in the invitation. After negotiations are conducted, the award shall be made to the responsible and responsive offeror that the town determines will provide the best value to the town, based on the selection criteria.

Sec. ~~28-36~~ 35. – Contracts for professional services.

All contracts for professional services as that term is defined in the Consultants Competitive Negotiations Act, F.S. § 287.055, as amended from time to time, shall be awarded in accordance with the procedures set forth in that Act and any town procedures adopted in furtherance of that Act.

Secs. ~~28-37~~ 36—28-39. - Reserved.

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

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

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

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

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

FIRST READING this 24th day of January, 2022.

SECOND AND FINAL READING this ____ day of _____, 2022.

TOWN OF PALM BEACH SHORES

Alan Fiers, Mayor

ATTEST:

Jude M.Goudreau, Town Clerk

(Seal)

Approved as to form and legal sufficiency.

Keith Davis, Town Attorney

RESOLUTION NO. R-1-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PALM BEACH SHORES, FLORIDA, ESTABLISHING AND APPROVING A CAPITALIZATION THRESHOLD OF \$5,000.00 FOR ANY INDIVIDUAL CAPITAL ASSET; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the Town Commission of the Town of Palm Beach Shores ("Town") has previously established a threshold for capitalization of Town assets at \$750.00; and

WHEREAS, this \$750.00 capitalization threshold has been in place unchanged for many years; and

WHEREAS, the Town Commission has been advised by Town staff that the current capitalization threshold of \$750.00 is out of date, is no longer manageable, and is in need of significant increase to a minimum of \$5,000.00, which is comparable to the capitalization thresholds set by many neighboring municipalities, and which is recommended as the minimum amount by the Town's auditor, and which is consistent with regulations found in the Florida Administrative Code (Rule 69I-73); and

WHEREAS, based on the foregoing recommendations, the Town Commission of the Town of Palm Beach Shores desires to increase the Town's capitalization threshold for individual assets to \$5,000.00.

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

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

Section 2: The Town Commission of the Town of Palm Beach Shores, Florida, hereby establishes and approves a capitalization threshold of \$5,000.00 for individual Town assets.

Section 3: The Town Administrator is hereby directed to do all things necessary and appropriate to implement the capitalization threshold established and approved by this resolution.

Section 4: This Resolution shall take effect immediately upon adoption.

DULY PASSED AND ADOPTED this ____ day of January 2022.

Alan D. Fiers, Mayor

ATTEST:

Jude M.Goudreau, Town Clerk

(SEAL)