

REVISED

9:16 am, Jul 07, 2017

TENTATIVE:
SUBJECT TO
REVISION



TOWN OF PALM BEACH

Town Manager's Office
TOWN COUNCIL MEETING

**TOWN HALL
COUNCIL CHAMBERS-SECOND FLOOR
360 SOUTH COUNTY ROAD**

AGENDA

JULY 12, 2017

9:30 AM

Town Council Meeting

Welcome!

For information regarding this agenda and the procedures for public participation at Town Council Meetings, please refer to the end of this agenda.

I. CALL TO ORDER AND ROLL CALL

Mayor Gail L. Coniglio
Richard M. Kleid, President
Danielle H. Moore, President Pro Tem
Julie Araskog
Bobbie Lindsay
Margaret A. Zeidman

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

IV. PRESENTATIONS

A. Royal Poinciana Theater
Alex Patterson, Up Markets

V. COMMENTS OF MAYOR GAIL L. CONIGLIO

VI. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

VII. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

VIII. APPROVAL OF CONSENT AGENDA (SEE NOTE 5)

A. MINUTES

1. TOWN COUNCIL MEETING MINUTES:
Gwendolynn Peirce, CMC, Acting Town Clerk

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- a. June 13, 2017, Regular Town Council Meeting Minutes
- b. June 14, 2017, Development Review Town Council Meeting Minutes

2. LOCAL PLANNING AGENCY MEETING MINUTES:
Gwendolynn Peirce, CMC, Acting Town Clerk

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- a. June 14, 2017, Local Planning Agency Meeting Minutes

3. Approval of Major Matters Considered by the Architectural Commission at its meeting of June 28, 2017.
John S. Page, Director of Planning, Zoning & Building

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B. RESOLUTIONS

1. RESOLUTION NO. 108-2017 A Resolution of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving American Consulting Engineers of Florida, LLC, as the Highest Ranked Firm Responding to RFQ No. 2017-32 for Traffic Engineering Services Based Upon Its Proposal and the Selection Committee's Recommendation Pertaining Thereto; and Authorizing Staff to Negotiate a Contract with American Consulting Engineers of Florida, LLC for Traffic Engineering Services.
John S. Page, Director of Planning, Zoning & Building

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2. RESOLUTION NO. 109-2017 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida Approving A Five-Year Lease Agreement With Cale America, Inc., For The Provision Of Parking Kiosks, In The Amount Of \$359,783.20, Establishing A Total Budget Amount Of \$370,000.00, And Authorizing The Town Manager To Execute The Lease Agreement On Behalf Of The Town.
Jay Boodheshwar, Deputy Town Manager

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3. RESOLUTION NO. 110-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Annual Dissolved Sulfide Reduction and Odor Control Treatment Services to Kemira Water Solutions, Inc., in the Amount of \$126,420, and Establishing a Budget of \$139,062.
H. Paul Brazil, P.E., Director of Public Works

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4. RESOLUTION NO. 111-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Department of Public Works Engineering Division Standards Applicable to Public Rights-of-Way and Easements, Amending Chapter XII of the Town's Right-of-Way Manual, Miscellaneous Provisions: Construction, Parking, Fines, and Material Deliveries, and the Enforcement Thereof Providing an Effective Date.
H. Paul Brazil, P.E., Director of Public Works **Page 116**
5. RESOLUTION NO. 112-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding RFP No. 2017-12 and Approving a Purchase Order to GSKy Plant Systems, Inc., in the Amount of \$28,900, for the Worth Avenue Living Wall Maintenance Program and Establishing a Project Budget of \$31,790.
H. Paul Brazil, P.E., Director of Public Works **Page 124**
6. RESOLUTION NO. 114-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Resolution No. 188-2016 and Authorizing Additional Expenditures in the Amount of \$26,000 for the Interlocal Agreement for Fire Vehicle Maintenance Between Palm Beach County and the Town of Palm Beach, and Establishing a Revised Budget of \$143,600.
Kirk W. Blouin, Director of Public Safety **Page 129**
7. RESOLUTION NO. 115-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing and Approving a Purchase Order to Fisher Scientific in the Amount of \$268,824.76 for the Purchase of 34 Scott Air-Pak X3 Breathing Apparatus and Associated Equipment, as Recommended By Staff; and Establishing a Total Budget of \$268,824.76 in the 2017 Equipment Replacement Program.
Kirk W. Blouin, Director of Public Safety **Page 146**
8. RESOLUTION NO. 116-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2017-26 and Approving a Purchase Order to Seacoast Embroidery, Inc., in the Amount of \$12,935.75 for the Remainder of FY2017, and Establishing an Annual Budget of \$51,743.00 for the Purchase of Uniforms for the Palm Beach Fire Rescue Department Subject to Town Council Approval of the FY2018 Fire Rescue Budget and Annual Future Budgets.
Kirk W. Blouin, Director of Public Safety **Page 226**
9. RESOLUTION NO. 117-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding RFP No. 2017-10 and Approving a Purchase Order to Florida CDI, LLC/Christmas Designers, Inc., for the Installation, Removal, and Storage of the Holiday Trees, Decorations, and Lighting, in the Amount of \$98,125.53 and Establishing an Overall Program Budget of **Page 262**

\$118,955.

H. Paul Brazil, P.E., Director of Public Works

10. RESOLUTION NO. 118-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Conveyance of Certain Underground Easements, Copies of Which are Attached Hereto, and Authorizing the Town Manager to Execute Said Easement on Behalf of the Town.

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H. Paul Brazil, P.E., Director of Public Works

C. OTHER

IX. COMMITTEE REPORTS

- A. Report of the Ordinances, Rules & Standards Committee Meeting of June 12, 2017 **Page 274**

Bobbie Lindsay, Chair

- B. Report of the Finance and Taxation Committee, June 29, 2017

Danielle H. Moore, Chair

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X. REGULAR AGENDA

A. Old Business

1. Town-wide Underground Project:
Thomas G. Bradford, Town Manager

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a. Project Update

b. Underground Utility Project Dashboard
Jane Struder, Director of Finance

Page 285

- c. RESOLUTION NO. 119-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Issuance of not Exceeding \$22,650,000 Town of Palm Beach, Florida Public Improvement Commercial Paper Revenue Notes, Series 2017 (The "Notes") For the Purpose of Financing the Initial Phase of the Underground Utility Project; Appointing Citigroup Global Markets Inc., as Dealer; Appointing the Bank of New York Mellon, National Association as Issuing and Paying Agent; Approving the Form of, and Authorizing the Execution and Delivery of a Dealer Agreement, Issuing and Paying Agency Agreement and Letter of Credit and Reimbursement Agreement with Citibank, N.A.; Authorizing and Directing the Preparation of an Offering Memorandum Relative to the Notes; Authorizing and Directing the Mayor and the Town Manager, the Finance Director and Other Proper Officials of the Town to Execute and Deliver Any and All Documents and Instruments and to do and Cause to be Done Any and All Acts and Things Necessary or Proper for Carrying out the Transactions Contemplated by this Resolution; and Providing for an Effective Date.

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Jane Struder, Director of Finance

- d . RESOLUTION NO. 120-2017 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida (The "Town"), Authorizing And Approving The Issuance Of A Note By The Town In The Principal Amount Of Not To Exceed \$90,000,000 Relative To Financing The Initial Phase Of The Underground Utility Project; Pledging Non-Ad Valorem Special Assessments Imposed Against Real Property In The Town In Connection With The Underground Utility Project To Repay The Note And A Backup Covenant To Budget And Appropriate Legally Available Non-Ad Valorem Revenues Of The Town; Authorizing The Proper Officials Of The Town To Do All Other Things Deemed Necessary Or Advisable In Connection With Said Note; Authorizing The Validation Of The Note; And Providing For An Effective Date.
Jane Struder, Director of Finance **Page 515**
- e. Future Fiber Optic Communications System for the Town
Thomas G. Bradford, Town Manager **Page 533**
- f. Town Use of One-Cent Surtax Revenues
Thomas G. Bradford, Town Manager **Page 545**
- g. Award of the Peer Review Contract to Patterson & Dewar Engineers
H. Paul Brazil, Director of Public Works **Page 546**
2. Coastal Update:
H. Paul Brazil, P.E. Director of Public Works **Page 553**
- a. Shore Line Condition Update
- b. RESOLUTION NO. 121-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$129,106 to Applied Technology & Management, Inc., for Town-Wide 2017 Annual Physical Surveys, and Establishing a Physical Monitoring Budget of \$142,000. **Page 555**
- c. RESOLUTION NO. 122-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$199,695 to Coastal Eco-Group, Inc., for 2017 Annual FDEP BMA Cell-Wide Biological Monitoring, and Establishing a Cell-Wide Biological Monitoring Phase Budget of \$220,000. **Page 562**
- d. RESOLUTION NO. 123-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Fiscal Year 2018-2019 Annual Funding Application to the Florida Department of Environmental Protection Beach Erosion Control Program. **Page 574**

3. Review of Draft RFP for the Potential Lease of Town-Owned Property Located at 5976 Okeechobee Boulevard.

Page 579

Jay Boodheshwar, Deputy Town Manager

B. New Business

1. Palm Beach Marathon

Thomas G. Bradford, Town Manager

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2. RESOLUTION NO. 124-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Providing for the Removal of the Historic/Specimen Tree at 446 North Lake Way and Relocation to Bradley Park, Providing an Effective Date.

Page 650

H. Paul Brazil, P.E., Director of Public Works

3. Authorization for Use of Florida Power & Light LED Lighting

H. Paul Brazil, P.E., Director of Public Works

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4. RESOLUTION NO. 125-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding RFQ No. 69-2017 and Approving a Construction Contract to Triple M Roofing Corp. for the Pump Station S-2 and Bradley Park Tea House Re-Roofing in the Amount of \$134,800 and Establishing a Construction Phase Budget of \$150,000.

Page 658

H. Paul Brazil, P.E., Director of Public Works

5. Code Enforcement Process Review

Kirk W. Blouin, Director of Public Safety

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6. Recreation Center Project Field Naming Proposal

There is no written back-up for this item. A verbal presentation will be provided.

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Gail L. Coniglio, Mayor

C. Matters Pulled From Consent Agenda: If needed

XI. ORDINANCES

A. Second Reading

1. ORDINANCE NO. 19-2017 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending Chapter 38 Of The Town Code of Ordinances, Emergency Services, At 38-35 Service Charge For Excessive False Alarms And Nonpayment Of Fines To Include A New Section (A) Relating To False Alarms Actuated By Contractors; Redesignating The Subsequent Paragraphs; Providing For Severability; Providing For Codification; Providing An Effective Date.

Page 686

Kirk H. Blouin, Director of Public Safety

B. First Reading

1. ORDINANCE NO. 20-2017 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter

Page 695

82 of the Town Code of Ordinances Relating to Personnel, at Article II, Employee Benefits, Division 2, Retirement System; Amending Subdivision I, in General, by Amending Section 82-52, Definitions; Section 82-67, United States Internal Revenue Code Qualifications; Section 82-80, Reserve for Member Contributions; Amending Subdivision III, Firefighters, by Amending Section 82-94; Retirement Age and Service Conditions for Firefighters; by Amending Section 82-95, Amount of Pension - Firefighters; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Danielle Olson, Director of Human Resources

2. ORDINANCE NO. 21-2017 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town's Charter at Article III, Officials, at Section 3.03, Town Council: Election and Terms, to modify the Town's Election Date to the Second Tuesday in March of Each Year; Further Amending Article V, Qualification and Elections, at Section 5.01, General Elections, to Provide that General Elections in the Town Shall be Held on the Second Tuesday of March of Each Year; Further Amending Section 5.03, Qualifications, so as to Provided that Candidates for the Office of Mayor or Town Council Shall Qualify for Such Offices by Being Nominated by an Elector of the Town and Seconded by Two Electors at the Town Caucus to be Held on the Second Tuesday of January of Each Year; Providing for Severability; Providing for Codification; Providing an Effective Date.

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Jay Boodheshwar, Deputy Town Manager

3. ORDINANCE NO. 22-2017 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 34, Elections, so as to Provide that the Election Dates Referenced Therein are Consistent with the Amendments to the Town Charter Providing for Elections on the Second Tuesday of March of Each Year; Thereby Rescinding Section 34-3; Amending Sections 34-56 and Section 34-119; and Rescinding Article IV.

Page 712

Jay Boodheshwar, Deputy Town Manager

4. ORDINANCE NO. 23-2017 An Ordinance of the Town Council of the Town Of Palm Beach, Palm Beach County, Florida, Amending Chapter 2 of the Town Code of Ordinance Titled Administration at Article V, Code Enforcement, Section 2-439 Titled Citation Fine Schedule, to Include Section 38-35 of Chapter 38, Article II, Alarm Systems, Providing for Severability, Providing for Codification; Providing an Effective Date.

Page 716

Kirk H. Blouin, Director of Public Safety

XII. PUBLIC HEARINGS

- A. RESOLUTION NO. 100-2017 A Resolution of the Town Council of the Town of Palm Beach, Florida, Relating to the Provision of the Underground

Page 720

Utility Improvements Within the Townwide Underground Utility Assessment Area; Providing Authority and Definitions; Approving the Underground Utility Assessment Roll; Providing for the Imposition of the Assessments to Fund the Underground Utility Improvements Within the Underground Utility Assessment Area; Providing for Collection of the Assessments Pursuant to the Uniform Assessment Collection Act; Providing for the Effect of this Resolution; Providing Severability and an Effective Date.

Jane Struder, Director of Finance

TIME CERTAIN 5:01 p.m.

XIII. ANY OTHER MATTERS

XIV. ADJOURNMENT

PLEASE TAKE NOTE:

- Note 1:** No written materials received after 3:30 p.m. on the Thursday immediately prior to a monthly Town Council meeting will be included in the back-up binders distributed to the Mayor and Town Council in preparation for that meeting. Written materials received after 3:30 p.m. on Thursday will be separately distributed to the Mayor and Town Council; however, depending upon the length of the materials, the time of submittal, and other circumstances, the Mayor and Town Council may not be able to read and consider such late submittals prior to acting upon the policy matter(s) which they address.
- Note 2:** The progress of this meeting may be monitored by visiting the Town's website (townofpalmbeach.com) and clicking on "Meeting Audio" in the left column. If you have questions regarding that feature, please contact the Office of Information Systems (561) 227-6315. The audio recording of the meeting will appear within 24 hours after the conclusion of the meeting.
- Note 3:** If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting or hearing, he/she will need a record of the proceedings. For such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
- Note 4:** Disabled persons who need an accommodation in order to participate in the Town Council Meeting are requested to contact the Town Manager's Office at 838-5410 or through the Florida Relay Service by dialing 1-800-955-8770 for voice callers or 1-800-955-8771 for TDD callers, at least two (2) working days before this meeting.
- Note 5:** Items listed on the Consent Agenda will be approved by one motion of the Town Council, unless the Mayor or an individual Council Member requests that any item(s) be moved to the Regular Agenda and individually considered.
- Note 6:** All back-up material for the items listed on the agenda are posted to the Town's website and emailed to all Stay Informed subscribers on the Friday before the Town Council meeting. To access the back-up materials and/or subscribe to the Stay Informed list, please visit the Town's website (townofpalmbeach.com).

PROCEDURES FOR PUBLIC PARTICIPATION

Citizens desiring to address the Town Council should proceed toward the public microphones when the applicable agenda item is being considered to enable the Town Council President to acknowledge you.

PUBLIC HEARINGS: Any citizen is entitled to be heard on an official agenda item under the section entitled "Public Hearings," subject to the three minute limitation.

COMMUNICATIONS FROM CITIZENS: Any citizen is entitled to be heard concerning any matter under the section entitled "Communications from Citizens," subject to the three minute limitation. The public also has the opportunity to speak to any item listed on the agenda, including the consent agenda, at the time the agenda item comes up for discussion.

OTHER AGENDA ITEMS: Any citizen is entitled to be heard on any official agenda item when the Town Council calls for public comments, subject to the three minute limitation.

Town Council Meetings are public business meetings and, as such, the Town Council retains the right to limit discussion on any issue.

**Town of Palm Beach
Meeting Schedule**

7/5/17

Main Town Calendar

Town Council Meeting-Budget Meeting

July 11, 9:30 AM - 5:00 PM

[More Details](#)

Town Council Meeting-Regular Business and Development Review

July 12, 9:30 AM - 5:00 PM @ Council Chambers

[More Details](#)

Selection Committee Meeting for RFP No. 2017-16 - Master Plan for Town Docks and Accessory Structures

July 14, 9:30 AM - 12:00 PM @ Public Works Meeting Room

Presentations - Closed per FS Statute 286.0113

[More Details](#)

Planning and Zoning Commission Meeting

July 18, 9:30 AM - 5:00 PM

[More Details](#)

Landmarks Preservation Commission (LPC) Meeting

July 19, 9:30 AM - 5:00 PM @ Council Chambers

[More Details](#)

Code Enforcement Board Meeting

July 20, 2:00 PM - 5:00 PM @ Council Chambers

[More Details](#)

Architectural Commission (ARCOM) Meeting

July 26, 9:00 AM - 5:00 PM @ Council Chambers

[More Details](#)

Underground Utilities Task Force (UUTF) Meeting

August 1, 9:00 AM - 5:00 PM @ Council Chambers

[More Details](#)

Ordinances, Rules, and Standards Committee Meeting

August 7, 9:30 AM - 1:00 PM @ Council Chambers

[More Details](#)

Town Council Meeting-Regular Business and Development Review

August 9, 9:30 AM - 5:00 PM @ Council Chambers

[More Details](#)

Planning and Zoning Commission Meeting

August 16, 9:30 AM - 5:00 PM @ Council Chambers

[More Details](#)

Landmarks Preservation Commission (LPC) Meeting

August 16, 9:30 AM - 5:00 PM @ Council Chambers

[More Details](#)

Code Enforcement Board Meeting

August 17, 2:00 PM - 5:00 PM @ Council Chambers

[More Details](#)

Retirement Board Meeting

August 18, 9:00 AM - 5:00 PM @ Council Chambers

[More Details](#)

Investment Advisory Committee Meeting

August 18, 2:30 PM - 5:00 PM

[More Details](#)

Architectural Commission (ARCOM) Meeting

August 23, 9:00 AM - 5:00 PM @ Council Chambers

[More Details](#)

Labor Day-Town Hall Offices Closed

September 4, All Day

[More Details](#)

Underground Utilities Task Force (UUTF) Meeting

September 5, 9:00 AM - 1:00 PM @ Council Chambers

[More Details](#)

Recreation Advisory Commission Meeting

September 6, 9:00 AM - 5:00 PM @ Council Chambers

[More Details](#)

Ordinances, Rules, and Standards Committee Meeting

September 7, 9:30 AM - 2:00 PM @ Council Chambers

[More Details](#)

Town Council Meeting-Budget Meeting

September 12, 9:30 AM - 5:00 PM @ Council Chambers

Special Town Council Meeting-First Public Hearing to Approve Tentative Budget and Proposed Tax Rate for FY18 and Final Resolution(s) Adopting Special Non-Ad Valorem Assessments

[More Details](#)

Town Council Meeting-Regular Business

September 12, 9:30 AM - 5:00 PM

[More Details](#)

Special Town Council Meeting

September 12, 5:01 PM - 6:00 PM @ Council Chambers

[More Details](#)

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda
Presentations

Agenda Title
Royal Poinciana Theater

Presenter
Alex Patterson, Up Markets

ATTACHMENTS:

No Attachments Available

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda Minutes

Agenda Title
TOWN COUNCIL MEETING MINUTES:
Gwendolynn Peirce, CMC, Acting Town Clerk

- a. June 13, 2017, Regular Town Council Meeting Minutes
- b. June 14, 2017, Development Review Town Council Meeting Minutes

Presenter

ATTACHMENTS:

- ▣ **June 13, 2017 TC Regular Minutes**
- ▣ **June 14, 2014 TC-DR Minutes**

**MINUTES OF THE REGULAR TOWN COUNCIL MEETING
HELD ON TUESDAY, JUNE 13, 2017**

I. CALL TO ORDER AND ROLL CALL

The regular Town Council meeting was called to order on Tuesday, June 13, 2017, at 9:30 a.m., in the Town Council Chambers. On roll call, all of the elected officials were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Acting Town Clerk Peirce gave the invocation. Council President Kleid led the Pledge of Allegiance.

III. APPROVAL OF AGENDA

Motion was made by Council Member Lindsay, and seconded by Council Member Araskog, to approve the Agenda. On roll call, the motion carried unanimously.

IV. PRESENTATIONS

A. Flagler Memorial Bridge Update
Geoffrey Parker, P.E., New Millennium Engineering

Scott Ryder, New Millennium Engineering, provided an update on the Flagler Memorial Bridge project. He spoke regarding the progress of the roadway components, which are due to be completed in July.

At the request of Mayor Coniglio, Mr. Ryder provided information on the new underpass and sidewalk that will connect to Bradley Park from the new bridge.

In response to a question by President Pro Tem Moore, Director of Public Works Paul Brazil spoke regarding the closure of the eastbound turn lane on Flagler at Okeechobee.

Mr. Ryder addressed the bridge issues that had been occurring due to the work required to balance the bridge. He stated that now there are very few malfunctions.

1 **V. COMMENTS OF MAYOR GAIL L. CONIGLIO**

2
3 Mayor Coniglio announced that Christine Cunningham, Police Department Lead
4 Communications Manager, Police Department, was awarded the Supervisor of
5 the Year award from ASIS International.
6

7 Mayor Coniglio spoke regarding recent legislation that the Town had been
8 following. She stated that the wireless facility bill passed; however, the Town of
9 Palm Beach is eligible for a carve-out from that bill. She announced that the
10 vacation rentals and elections bills failed; however, she cautioned that these bills
11 continue to appear every year. She stated that the sober homes bill and
12 homestead exemption bill both passed, which could have negative impacts to the
13 Town. She stated that the public records law to control frivolous lawsuits had
14 passed, which is beneficial to municipalities.
15

16 **VI. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER**

17
18 President Pro Tem Moore expressed her appreciation to Chief Donatto and
19 Director Blouin, who had recently provided an open house to the children from the
20 Gratitude House.
21

22 President Kleid spoke regarding critical comments and decorum at Town board
23 and commission meetings.
24

25 **VII. COMMUNICATIONS FROM CITIZENS**

26
27 Jack McDonald spoke in support of Town Council approving the new Fire
28 Department Collective Bargaining Agreement.
29

30 Anita Seltzer, Cocconut Row, spoke regarding the May 9, 2017 Town Council
31 meeting minutes and expressed concern that she had not received a response to
32 questions she had posed. She also expressed concern over the Town not
33 providing agenda backup in a timely manner to the public for many of the Town's
34 boards and committees.
35

36 Ken Kennerly, Executive Director of the Honda Classic and new owner of the Palm
37 Beach Marathon, requested that the Town Council grant a waiver of the "no more
38 than 90 day submittal" policy for a Special Event Permit for the Palm Beach
39 Marathon. Mayor Coniglio and Council Member Zeidman spoke in support of
40 granting a waiver to the Palm Beach Marathon.
41

42 **It was the consensus of the Town Council to defer the request until after the**
43 **Council Members had an opportunity to review the request during a break**
44 **in the meeting.**
45
46
47

1 **VIII. APPROVAL OF CONSENT AGENDA**

2
3 The following changes were made to the Consent Agenda:

- 4
- 5 • **ITEM VIII.B.3., Resolution No. 080-2017, was pulled from the Consent**
 - 6 **Agenda and heard as Item XI.C.1.**
 - 7
 - 8 • **ITEM VIII.B.4., Resolution No. 081-2017, was pulled from the Consent**
 - 9 **Agenda and heard as Item XI.C.2.**
 - 10
 - 11 • **ITEM VIII.B.6., Resolution No. 083-2017, was pulled from the Consent**
 - 12 **Agenda and heard as Item XI.C.3.**
 - 13
 - 14 • **ITEM VIII.B.7., Resolution No. 084-2017 And Resolution No. 098-2017,**
 - 15 **was pulled from the Consent Agenda and heard as Item XI.C.4.**
 - 16
 - 17 • **ITEM VIII.C.1., Request For ORS To Study Various Items For Possible**
 - 18 **Code Changes, was pulled from the Consent Agenda and heard as Item**
 - 19 **XI.C.5.**
 - 20

21 **Motion was made by Council Member Araskog, and seconded by Council**

22 **Member Zeidman, to approve the Consent Agenda, as amended above. On**

23 **roll call, the motion carried unanimously.**

24

25 **A. MINUTES**

26

27 **1. TOWN COUNCIL MEETING MINUTES:**

28 *Gwendolynn Peirce, CMC, Acting Town Clerk*

- 29
- 30 a. March 30, 2017, Special Town Council Meeting Minutes
 - 31
 - 32 b. May 9, 2017, Regular Town Council Meeting Minutes
 - 33
 - 34 c. May 10, 2017, Town Council Development Review Meeting
 - 35 Minutes
 - 36

37 **2. Approval of Major Matters Considered by the Architectural**

38 **Commission at its meeting of May 24, 2017**

39 *John S. Page, Director of Planning, Zoning & Building*

40

41 **B. RESOLUTIONS**

42

- 43 **1. RESOLUTION NO. 078-2017 A Resolution of the Town Council of**
- 44 **the Town of Palm Beach, Palm Beach County, Florida, Authorizing**
- 45 **an Increase to Purchase Order No. 170163 to Johnson Controls,**

1 Inc. in the Amount of \$20,000 for Emergency Service, Repairs, and
2 Equipment for the Townwide Camera and Security System; and
3 Establishing a New Purchase Order Budget of \$40,000; and
4 Providing and Effective Date.

5 *Kirk W. Blouin, Director of Public Safety*
6

- 7 2. RESOLUTION NO. 079-2017 A Resolution of the Town Council of
8 the Town of Palm Beach, Palm Beach County, Florida, Awarding
9 Bid No. 2017-06 to Seacoast Embroidery, Inc. dba Seacoast
10 Uniforms and Approving a Uniform Purchasing Contract in the
11 Amount of \$46,019.04.

12 *Kirk W. Blouin, Director of Public Safety*
13

- 14 3. RESOLUTION NO. 080-2017 A Resolution of the Town Council of
15 the Town of Palm Beach, Palm Beach County, Florida, Awarding
16 Bid No. 2017-21 and Approving a Construction Contract to Ferriera
17 Construction Southern Division Company, Inc., for the Island Road
18 and Ibis Way Bridge Improvements, in the Amount of \$299,986.93,
19 and Establishing a Construction Phase Budget of \$330,000.

20 *H. Paul Brazil, P.E., Director of Public Works*

21 **Item was pulled from the Consent Agenda and heard as Item**
22 **No. XI.C.1.**
23

- 24 4. RESOLUTION NO. 081-2017 A Resolution of the Town Council of
25 the Town of Palm Beach, Palm Beach County, Florida, Approving a
26 Purchase Order for Construction Phase Engineering Services to
27 Kimley-Horn & Associates, Inc., in an Amount of \$31,370 for the
28 Island Road and Ibis Way Bridge Improvements, and Establishing a
29 Construction Phase Budget of \$35,000.

30 *H. Paul Brazil, P.E., Director of Public Works*

31 **Item was pulled from the Consent Agenda and heard as Item**
32 **No. XI.C.2.**
33

- 34 5. RESOLUTION NO. 082-2017 A Resolution of the Town Council of the
35 Town of Palm Beach, Palm Beach County, Florida, Providing for a Contract
36 Extension for Street Light and Sign Post Painting to Roof Painting by
37 Hartzell, in an Amount Not-To-Exceed \$38,000 for Street Light and Sign
38 Post Painting, and Establishing a Project Budget of \$41,800.

39 *H. Paul Brazil, P.E., Director of Public Works*
40

- 41 6. RESOLUTION NO. 083-2017 A Resolution of the Town Council of
42 the Town of Palm Beach, Palm Beach County, Florida, Authorizing
43 the Town Manager to Enter into a Contract Renewal With Bergeron
44 Emergency Services, Inc., for First Pass, Cut, and Toss Services,

1 and Authorizing the Town Manager to Execute the Same on Behalf
2 of the Town.

3 *H. Paul Brazil, P.E., Director of Public Works*

4 **Item was pulled from the Consent Agenda and heard as Item**
5 **No. XI.C.3.**
6

- 7 7. RESOLUTION NO. 084-2017 A Resolution of the Town Council of
8 the Town of Palm Beach, Palm Beach County, Florida, Authorizing
9 the Town Manager to Enter into a Contract Renewal with Ash Britt,
10 and Phillips & Jordan, Inc., for Disaster Debris Removal and
11 Disposal Services, and Authorizing the Town Manager to Execute
12 the Same on Behalf of the Town.

13 RESOLUTION NO. 098-2017 A Resolution of the Town Council of
14 the Town of Palm Beach, Palm Beach County, Florida, Authorizing
15 the Town Manager to Enter into a Contract Renewal with Bergeron
16 Emergency Services, Inc., for Disaster Debris Removal and
17 Disposal Services, and Authorizing the Town Manager to Execute
18 the Same on Behalf of the Town.

19 *H. Paul Brazil, P.E., Director of Public Works*

20 **Item was pulled from the Consent Agenda and heard as Item**
21 **No. XI.C.4.**
22

- 23 8. RESOLUTION NO. 085-2017 A Resolution of the Town Council of
24 the Town of Palm Beach, Palm Beach County, Florida, Authorizing
25 the Town Manager to Enter into a Contract Renewal With Rostan
26 Solutions, for Debris Monitoring Services, and Authorizing the Town
27 Manager to Execute the Same on Behalf of the Town.

28 *H. Paul Brazil, P.E., Director of Public Works*
29

- 30 9. RESOLUTION NO. 086-2017 A Resolution of the Town Council of
31 the Town of Palm Beach, Palm Beach County, Florida, Approving a
32 Piggy Back Contract for Exterior Painting of the Police Department
33 Facility to Sun Art Painting Corporation, and Approving a Purchase
34 Order in an Amount of \$52,131, and Establishing a Budget of
35 \$62,800.

36 *H. Paul Brazil, P.E., Director of Public Works*
37

- 38 10. RESOLUTION NO. 087-2017 A Resolution of the Town Council of
39 the Town of Palm Beach, Palm Beach County, Florida, Approving
40 an Interlocal Agreement Between Palm Beach County and the Town
41 of Palm Beach for the Reimbursement of Emergency Medical
42 Services (EMS) Grant Equipment and Authorizing the Application
43 for Funds from the Palm Beach County EMS Program in the Amount
44 of \$25,000 and Establishing a Budget of \$25,000 in Fiscal Year 2017

1 to be Used for the Purchase of One (1) Laerdal Sim-Man ALS
2 Manikin and Accessories for the Improvement of Training
3 Paramedics; and Authorizing the Town Manager to Execute This
4 Purchase on Behalf of the Town; Such Funds Shall Not Supplant
5 Existing EMS Budget.

6 *Kirk W. Blouin, Director of Public Safety*

- 7
8 11. RESOLUTION NO. 088-2017 A Resolution of the Town Council of
9 the Town of Palm Beach, Palm Beach County, Florida Awarding Bid
10 No. 2017-30 to South Florida Tractor Service, Inc. for Renovation of
11 Golf Course Tees, Approving Issuance of a Purchase Order in the
12 Amount of \$47,250 and Establishing a Budget of \$50,000.

13 *Beth Zickar, Director of Recreation*

- 14
15 12. RESOLUTION NO. 099 - 2017 A Resolution of the Town Council of
16 the Town of Palm Beach, Palm Beach County, Florida Authorizing
17 the Town Manager to Enter into a Merchant Agreement with
18 Groupon for the Sale of Vouchers for Rounds of Golf with Cart, for
19 the Summer Season and Authorizing the Town Manager to Execute
20 the Same on Behalf of the Town.

21 *Beth Zickar, Director of Recreation*

22 **C. OTHER**

- 23 1. Request for ORS to Study Various Items for Possible Code
24 Changes

25 *Jay Boodheshwar, Deputy Town Manager*

26 **Item was pulled from the Consent Agenda and heard as Item**
27 **No. XI.C.5.**

- 28
29 2. Request to Consider Ordinance No.15-2017 Prior to 5:00 p.m. at a
30 Public Hearing

31 *John S. Page, Director of Planning, Zoning & Building*

- 32
33 3. Request to Consider 30-year Financing for the Neighborhood
34 Undergrounding Project for the Nightingale/La Puerta Way
35 Assessment Area

36 *Jay Boodheshwar, Deputy Town Manager*

- 37
38 4. Authorization for Finance and Taxation Committee Meeting

39 *Jane Struder, Director of Finance*

40
41 **IX. BOARD/COMMISSION ANNUAL REPORT**

- 42 **A.** Planning & Zoning Commission Annual Report

43 *Martin I. Klein, Chair*

1
2 Chair Martin Klein provided an overview of the Planning & Zoning
3 Commission Annual Report.
4

5 Anita Seltzer, Coconut Row, expressed concern over the comprehensive
6 plan and addressed deficiencies that she believes are in the plan.
7

8 Council Member Araskog requested that a copy of the comments from the
9 State be provided to the Mayor and Town Council and to the public. John
10 Page, Planning, Zoning and Building Director, provided information on the
11 State's comments.
12

13 **Motion was made by Council Member Araskog, and seconded by Council**
14 **Member Zeidman, to accept the report of the Planning & Zoning**
15 **Commission. On roll call, the motion carried unanimously.**
16

17 **X. COMMITTEE REPORTS**
18

19 **A. Report of the Public Works Committee Meeting of May 5, 2017**
20 *Margaret A. Zeidman, Chair*
21

22 Public Works Committee Chair Zeidman provided an overview of the report
23 of the Public Works Committee meeting held on May 5, 2017. She
24 expressed her appreciation to Diane Buhler for her work on beach
25 cleanups. She spoke regarding the Committee reviewing the possibility of
26 regulating oversized vehicles on Town roadways, especially on narrow
27 streets in the North end of Town.
28

29 Mayor Coniglio expressed concern over the maintenance and other issues
30 at the East Central Regional (ECR) sewage treatment facility. Director of
31 Public Works Brazil spoke regarding operational issues that the ECR is
32 having and stated that they are working on moving towards other
33 operational methods.
34

35 Discussion ensued regarding the proposal for safety improvements on
36 Widener's Curve that are being recommended. Director of Public Works
37 Brazil spoke regarding the proposal and the purpose of having illuminated
38 reflectors.
39

40 **It was the consensus of the Town Council that the Widener's Curve proposal**
41 **be referred back to the Public Works Committee for further review.**
42

43 Discussion ensued regarding proposed restrictions on oversized vehicles
44 on certain Town streets.
45
46

1 **Motion was made by President Pro Tem Moore, and seconded by Council**
2 **Member Lindsay, to accept the report of the Public Works Committee. On**
3 **roll call, the motion carried unanimously.**
4

5 **B.** Report of the Ordinances, Rules & Standards Committee Meeting of May
6 4, 2017
7 *Bobbie Lindsay, Chair*
8

9 Ordinances, Rules & Standards Committee Chair Lindsay provided an
10 overview of the report of the Ordinances, Rules & Standards Committee
11 meeting of May 4, 2017.
12

13 **Motion was made by President Pro Tem Moore, and seconded by Council**
14 **Member Zeidman, to accept the report of the Ordinances, Rules, &**
15 **Standards Committee. On roll call, the motion carried unanimously.**
16

17 **XI. REGULAR AGENDA**
18

19 **A. Old Business**
20

21 **Items XI.A.2., XI.A.3., XI.A.4., XI.A.5., XI.A.6., and XI.B.1. were heard out of**
22 **order of the agenda, just prior to Item XI.A.1.**
23

- 24 2. Consideration of a Change in Date to the Town Caucus or Municipal
25 Election Day

26 *Jay Boodheshwar, Deputy Town Manager*
27

28 Deputy Town Manager Boodheshwar provided background
29 information on the necessity for the Town to either change the date
30 of the Town's Municipal Election or the date of the Town Caucus in
31 order to accommodate deadlines for the Palm Beach County
32 Supervisor of Elections Office.
33

34 Discussion ensued regarding changing the election date to March
35 from February, as well as changing the date of the Caucus from the
36 first Tuesday in January to December. Further discussion took
37 place regarding amending the Charter language to allow for two
38 electors, rather than "at least two" electors to second the nomination
39 for a candidate during the Caucus.
40

41 **Motion was made by Council Member Lindsay, and seconded by**
42 **Council Member Zeidman, to move the Caucus Date to the second**
43 **Tuesday in January and the Election Date to the second Tuesday in**
44 **March; and to amend the language in Section 5.03 of the Town Charter**
45 **to allow for "two (2) electors" rather than "at least two (2) electors" to**

1 **second the nomination of a candidate. On roll call, the motion carried**
2 **4/1, with Council Member Araskog dissenting.**
3

4 Town Attorney Randolph stated that he will return to the Town
5 Council on July 12, 2017 with an ordinance to codify the change.
6

- 7 3. Discussion of Term Limits for Remainder of All Town Boards and
8 Commissions
9 *Margaret A. Zeidman, Town Council Member*

10
11 Council Member Zeidman provided background information on the
12 item. She stated that she was not able to discuss this item with
13 members of the Investment Advisory Committee, but she did speak
14 with members of the Retirement Board regarding term limits.
15 Discussion ensued regarding the Retirement Board and the
16 necessity to have alternates and to change the term limits.
17

18 **It was the consensus of the Town Council to retain the Retirement**
19 **Board membership as it currently stands and to defer discussion of**
20 **the Investment Advisory Committee until the July 12, 2017 meeting.**
21

22 **4. Coastal Update:**

23 *H. Paul Brazil, P.E., Director of Public Works*
24 a. Shoreline Condition Update

25
26 Coastal Program Manager Rob Weber provided an update on
27 shoreline conditions.
28

- 29 b. Approving a Public Beach Access Agreement as the Template
30 to be Used for Proposed Improvements to Public Beach
31 Access Points and for Renewal of All Existing Public Beach
32 Access Agreements Upon Annual Renewal of Same.
33 *H. Paul Brazil, P.E., Director of Public Works*

34
35 Director of Public Works Brazil provided information on the
36 proposed agreement and stated that it would be used as a
37 template for these types of projects. He stated that the
38 following language is being recommended to be added to the
39 agreement: "The accesses will be reviewed on a regular basis
40 to ensure compliance." Discussion ensued regarding the
41 language on the annual renewal.
42

43 Further discussion ensued regarding how payments are
44 addressed in the agreement.
45
46

1 Commissioner Zeidman asked Director of Public Works Brazil
2 if any residents had made comments on the proposed
3 agreement and he stated that he had not received any
4 comments in opposition or in support of the agreement.
5

6 **Motion was made by Council Member Araskog, and seconded by**
7 **Council Member Zeidman, to approve the Public Beach Access**
8 **Agreement as the template to be used for proposed improvements to**
9 **Public Beach Access Points with the following amended language:**
10 **"This agreement shall be automatically renewed annually, unless**
11 **either party chooses not to renew the agreement by giving at least 30**
12 **days' notice to the other party prior to the anniversary date." On roll**
13 **call, the motion carried unanimously.**
14

- 15 5. Presentation on Proposed Donor Recognition Program at
16 Recreation Center and Seaview Park
17 *Beth Zickar, Director of Recreation*
18

19 Director of Recreation Zickar provided background information
20 on the Proposed Donor Recognition Program at the new
21 Recreation Center.
22

23 Michael Ainsley, Chair of the Recreation Commission, presented
24 the proposed recognition plaques and program details.
25

26 Discussion ensued regarding the number of current and
27 proposed plaques and placement of the plaques on the new
28 Recreation Center. Further discussion ensued regarding the
29 Town Council being provided with the names of the donors prior
30 to the approval of the Proposed Donor Recognition Program.
31

32 In response to questions from Mayor Coniglio, Ms. Zickar and
33 Mr. Ainsley provided information on the scoreboard. Discussion
34 continued on the program and the number of plaques being
35 proposed.
36

37 **Motion was made by President Pro Tem Moore, seconded by**
38 **Council Member Zeidman, to approve the size of the three plaques**
39 **presented for the Donor Recognition Program at the Recreation**
40 **Center, pending ARCOM approval of the plaques. On roll call, the**
41 **motion carried unanimously.**
42

- 43 6. Update on the Status of the Zika Virus and Town Actions to
44 Minimize the Threat to Palm Beach
45 *Margaret Zeidman, Town Council Member*
46
47

1 Council Member Zeidman provided updated information on the
2 Zika Virus and current statistics. She stressed the importance of
3 residents dumping any standing water around their homes and
4 using larvicide when there are smaller bodies of water. She spoke
5 regarding recent reports and studies that have been published
6 internationally.
7

8 Deputy Town Manager Boodeshwar spoke regarding the actions
9 that the Town has taken over the past year in regards to mosquito
10 control. He explained Town Code sections that address mosquito
11 control and stated that it enables Town employees and residents to
12 identify and submit a complaint to address any properties that are
13 not in compliance.
14

15 The Town Council recessed at 12:49 p.m. and reconvened at 2:00 p.m.
16

17 **Motion was made by Council Member Araskog, and seconded by Council**
18 **Member Lindsay, to approve the request for a waiver of the "no more than**
19 **90 day submittal" policy for a Special Event Permit for the Palm Beach**
20 **Marathon. On roll call, the motion carried unanimously.**
21

- 22 1. Town-wide Underground Utility Project:
23 *Thomas G. Bradford, Town Manager*
24

25 a. Project Update
26

27 Town Manager Bradford provided a project update on the
28 Townwide Underground Utility Project. He briefly described
29 the items that the Town Council will be reviewing for approval
30 on the agenda. He provided an update on the hiring process
31 for the Undergrounding Project Manager/Coordinator position.
32

33 b. Underground Utility Project Dashboard
34 *Jane Struder, Director of Finance*
35

36 Director of Finance Jane Struder provided an overview of the
37 Underground Utility Project Dashboard.
38

39 c. Results of RFP No. 2017-33 for a Line of Credit for the
40 Undergrounding Project and a Request for Approval to Use the
41 One Cent Sales Tax Revenue for the Underground Utility
42 Project.
43 *Jane Struder, Director of Finance*
44
45
46

1 Jay Glover, Managing Director, The PFM Group, Financial
2 Advisor for Town-wide Undergrounding Project, provided an
3 overview of the three proposals received in response to the
4 request for proposal to procure interim financing. He explained
5 the two options proposed by Citigroup, which are a Drawdown
6 Loan with a maturity date of up to 3 years from the closing date
7 and a Commercial Paper Program, which is secured by a Letter
8 of Credit from Citibank with a term up to 3 years from closing
9 date. He provided information on the SunTrust proposal, which
10 offered the Town a non-revolving line of credit with a 1, 2 or 3-
11 year option. He spoke regarding the proposal from Wells
12 Fargo Bank, which offered the Town a direct purchase draw
13 down loan with a 1, 2 or 3-year option. He stated that they
14 focused on the proposals from Citigroup and Wells Fargo due
15 to the interest rates offered in order to find the most cost
16 effective solution.

17
18 **Motion was made by Council Member Lindsay, and seconded by**
19 **Council Member Zeidman, to approve the Citigroup Commercial**
20 **Paper Program. On roll call, the motion carried unanimously.**

21
22 **Motion was made by President Pro Tem Moore, and seconded by**
23 **Council Member Araskog, to defer the discussion of the one-cent**
24 **sales tax revenue for the Underground Utility Project to the July 12,**
25 **2017 Town Council Meeting. On roll call, the motion carried**
26 **unanimously.**

- 27
28 d. RESOLUTION NO. 090-2017 A Resolution Of The Town
29 Council Of The Town Of Palm Beach, Palm Beach County,
30 Florida, Relating To The Underground Utility Improvements;
31 Describing The Property To Be Included Within The Proposed
32 Underground Utility Assessment Area And The Local
33 Improvements To Be Provided Therein; Providing Certain
34 Legislative Findings; Determining The Estimated Capital Cost
35 Of The Underground Utility Improvements; Establishing The
36 Method Of Assessing The Project Cost Against The Properties
37 That Will Be Benefitted Thereby; Establishing Other Terms And
38 Conditions Of The Assessments; Directing The Town Manager
39 To Prepare A Preliminary Assessment Roll; Establishing A
40 Public Hearing To Consider Imposition Of The Proposed
41 Improvement Assessments And The Method Of Their
42 Collection; Directing The Provision Of Notice; Providing For
43 Application Of The Improvement Assessment Proceeds;
44 Declaring The Town's Intent For Reimbursement From Bond
45 Proceeds; And Providing For An Effective Date.

46 *Jane Struder, Director of Finance*

1 Town Attorney Randolph read the title of the resolution.

2
3 Heather Encinosa, Nabors, Giblin and Nickerson, P.A.,
4 provided an overview of the process for the proposed
5 Underground Utility Assessment.

6
7 Discussion ensued regarding the placement of equipment on
8 properties and the potential for property owners to receive
9 credits depending on where the equipment is placed. Joe
10 Williams, Raftelis, addressed questions regarding certain
11 projects that had provided credits to property owners. Town
12 Manager Bradford spoke regarding the difficulty in trying to
13 determine what the credits would be for future phases.

14
15 At Council Member Araskog's request, Ms. Encinosa
16 addressed the deadlines for submitting an assessment for the
17 November tax rolls.

18
19 Tony Dowell, 101 East Inlet Drive, spoke regarding his positive
20 experience with having equipment placed in his yard for an
21 undergrounding project in his neighborhood.

22
23 **Motion was made by Council Member Araskog to defer the item until**
24 **July in order to obtain more information from Raftelis regarding**
25 **credits that were provided for the project in California.**

26
27 **The motion was withdrawn.**

28
29 **Motion was made by President Pro Tem Moore, and seconded by**
30 **Council Member Zeidman, to approve Resolution No. 090-2017. On**
31 **roll call, the motion carried unanimously.**

- 32
33 e. EMERGENCY ORDINANCE NO. 18-2017 An Emergency
34 Ordinance Of The Town Council Of The Town Of Palm Beach,
35 Palm Beach County, Florida, Providing For An Amendment To
36 The Town's Budgets Adopted For The Fiscal Year Commencing
37 October 1, 2016; And Providing An Effective Date.
38 *Jane Struder, Director of Finance*

39
40 Town Attorney Randolph read the title of the resolution.

41
42 Director of Finance Struder explained the budget amendment
43 that would be approved in the Emergency Ordinance.

44
45 Director of Public Works Brazil explained timing issues with
46 waiting to approve Phase 2 construction in reply to a question

1 from Council Member Araskog.

2
3 **Motion was made by Council Member Zeidman, and seconded by**
4 **Council Member Lindsay, to adopt Emergency Ordinance No. 18-**
5 **2017. On roll call, the motion carried unanimously.**
6

- 7 f. RESOLUTION NO. 091-2017 A Resolution Of The Town
8 Council Of The Town Of Palm Beach, Palm Beach County,
9 Florida, Awarding A Construction Manager At Risk Contract To
10 Burkhardt Construction, Inc., For The Town-wide Overhead
11 Utility_Undergrounding Phase 1 North And Associated Capital
12 Improvement Broken Down As Follows: Phase 1 North Utility
13 Undergrounding In The Amount Of \$3,598,144.09 And
14 Establishing A Construction Phase Budget Of \$3,798,144.09
15 From The Town-wide Undergrounding Of Utilities Fund; Water
16 Main Improvements On East Inlet Drive And Lauria Lane In
17 The Amount Of \$822,443.32 And Establishing A Construction
18 Phase Budget Of \$883,111.65 From The City Of West Palm
19 Beach Renewal And Replacement 457 Fund, Drainage
20 Improvements On Onondaga Avenue In The Amount Of
21 \$390,923.25 And Establishing A Construction Phase Budget
22 Of \$451,591.58 From The Accelerated Capital Improvements
23 Fund For A Total Purchase Order In The Amount Of
24 \$4,811,510.66, And Establishing A Total Construction Budget
25 Of \$5,132,847.32.

26 *H. Paul Brazil, P.E., Director Public Works*
27

28 Town Attorney Randolph read the title of the resolution.

29
30 Director of Public Works Brazil provided an overview of the
31 proposed Construction Budget for Phase 1 North. He
32 explained what is covered under the contingency.
33

34 Discussion ensued regarding several simultaneous projects
35 being included in one resolution, as well as the potential impact
36 of easements that have not yet been obtained for the project.
37

38 Extensive discussion ensued regarding the Town's
39 negotiations with the utility companies and whether the
40 approval of the contract at this time would impact those
41 negotiations. Director of Public Works Brazil spoke regarding
42 time constraints that would occur if the Town Council waited
43 any longer to approve the contract. Town Manager Bradford
44 spoke regarding the negotiations that have been occurring and
45 how the approval of the contract may impact those
46 negotiations.

1 **Motion was made by President Pro Tem Moore, and seconded by**
2 **Council Member Zeidman, to approve Resolution No. 091-2017. On**
3 **roll call, the motion carried 3/2, with Council Member Araskog and**
4 **Council Member Lindsay dissenting.**
5

- 6 g. RESOLUTION NO. 092-2017 A Resolution Of The Town
7 Council Of The Town Of Palm Beach, Palm Beach County,
8 Florida, Approving A Purchase Order For Construction Phase
9 Engineering Services For The Town-Wide Overhead Utility
10 Undergrounding Phase 1 North To Kimley-Horn And
11 Associates, Inc., In An Amount Not-To-Exceed \$230,532, And
12 Establishing A Construction Phase Engineering Services
13 Budget Of \$253,532 From The Town-Wide Undergrounding Of
14 Utilities Fund, Street Water Main Improvements On East Inlet
15 Drive And Lauria Lane In The Amount Of \$44,262 And
16 Establishing A Construction Phase Engineering Services
17 Budget Of \$48,662 From The City Of West Palm Beach
18 Renewal And Replacement 457 Fund, Sewer And Drainage
19 Improvements On Onondaga Avenue In The Amount Of
20 \$40,550 And Establishing A Construction Phase Engineering
21 Services Budget Of \$44,550 From The Accelerated Capital
22 Improvements Fund.
23

24 Town Attorney Randolph read the title of the resolution.
25

26 **Motion was made by President Pro Tem Moore, and seconded by**
27 **Council Member Zeidman, to approve Resolution No. 092-2017. On**
28 **roll call, the motion carried unanimously.**
29

- 30 h. RESOLUTION NO. 093-2017 A Resolution Of The Town
31 Council Of The Town Of Palm Beach, Palm Beach County,
32 Florida, Awarding A Construction Manager At Risk Contract To
33 Whiting-Turner Contracting Company, For The Town-wide
34 Overhead Utility Undergrounding Phase 1 South, And
35 Associated Capital Improvements Broken Down As Follows:
36 Phase 1 South Utility Undergrounding In The Amount Of
37 \$4,450,977.22 And Establishing A Construction Phase Budget
38 Of \$4,695,977.22 From The Town-wide Undergrounding Of
39 Utilities Fund; Undergrounding Of The Overhead Utilities
40 Within The City Of Lake Worth Along South Ocean Boulevard
41 In The Amount Of \$351,081.21 From The Town's General
42 Capital Fund; Street Lighting Upgrades From Sloan's Curve To
43 Lake Avenue In The Amount Of \$2,345,643.52 And
44 Establishing A Construction Phase Budget Of \$2,580,000
45 From The Accelerated Capital Improvements Fund; Drainage
46 Improvements In The Amount Of \$150,450.23 And

1 Establishing A Construction Phase Budget Of \$165,500 From
2 The Accelerated Capital Improvements Fund For A Total
3 Purchase Order In The Amount Of \$7,298,152.18 And
4 Establishing A Total Construction Budget Of \$7,792,558.43.

5 *H. Paul Brazil, P.E., Director Public Works*

6 Town Attorney Randolph read the title of the resolution.

7
8 Director of Public Works Brazil provided background
9 information this item.

10
11 Discussion ensued regarding the hours of construction that are
12 contained in the contract. Director of Public Works Brazil
13 stated that he would need to provide approval for extended
14 working hours.

15
16 **Motion was made by Council Member Zeidman, and seconded by**
17 **President Pro Tem Moore, to approve Resolution No. 093-2017. On**
18 **roll call, the motion carried 3/2, with Council Member Araskog and**
19 **Council Member Lindsay dissenting.**

20
21 Further discussion ensued regarding the hours of construction.

22
23 **Motion was made by Council Member Zeidman, and seconded by**
24 **President Pro Tem Moore, to approve granting a waiver to the Town's**
25 **Code of Ordinances Sections 42-196 through 42-199, to allow for work**
26 **past December 1, 2017, to allow for extended work hours and night-**
27 **time work hours, as necessary, approved by the Public Works**
28 **Department and the Town Manager's Office (specifically, the hours**
29 **will be 7:30 a.m. - 7:30 p.m, Monday - Saturday during the summer**
30 **months); and approve granting a waiver for the same construction-**
31 **related activities to the Town's Noise Ordinance, which is Code of**
32 **Ordinances Section 42-226 through 42-229. On roll call, the motion**
33 **carried unanimously.**

- 34
35 i. RESOLUTION NO. 094-2017 A Resolution Of The Town
36 Council Of The Town Of Palm Beach, Palm Beach County,
37 Florida, Approving A Purchase Order For Construction Phase
38 Engineering Services For The Town-wide Overhead Utility
39 Undergrounding Phase 1 South Project Broken Down As
40 Follows: Kimley-Horn And Associates, Inc., In An Amount Not-
41 To-Exceed \$283,880, And Establishing A Construction
42 Engineering Phase Services Budget Of \$315,000 From The
43 Town-wide Undergrounding Of Utilities Fund; Undergrounding
44 Of The Overhead Utilities Within The City Of Lake Worth Along
45 South Ocean Boulevard In The Amount Of \$14,941 And
46 Establishing A Construction Engineering Phase Services

1 Budget Of \$16,500 From The Town's General Capital Fund;
2 Street Lighting Upgrades From Sloan's Curve To Lake Avenue
3 In The Amount Of \$141,511 And Establishing A Construction
4 Engineering Phase Services Budget Of \$156,000 From The
5 Accelerated Capital Improvements Fund; Drainage
6 Improvements In The Amount Of \$56,410 And Establishing A
7 Construction Engineering Phase Services Budget Of \$62,500
8 From The Accelerated Capital Improvements Fund For A Total
9 Purchase Order In The Amount Of \$496,742, And Establishing
10 A Total Construction Phase Engineering Budget Of \$550,000.
11 *H. Paul Brazil, P.E., Director Public Works*

12
13 Town Attorney Randolph read the title of the resolution.

14
15 Director of Public Works Paul Brazil provided background
16 information on the various components of this project.

17
18 **Motion was made by President Pro Tem Moore, and seconded by**
19 **Council Member Zeidman, to approve Resolution No. 094-2017. On**
20 **roll call, the motion carried unanimously.**

- 21
22 j. RESOLUTION NO. 095-2017 A Resolution Of The Town
23 Council Of The Town Of Palm Beach, Palm Beach County,
24 Florida, Approving A Purchase Order To Kimley-Horn And
25 Associates, Inc. In The Amount Of \$978,658 For Phase 2
26 Engineering Design Services Of The Town-Wide
27 Undergrounding Of Utilities Program.
28 *H. Paul Brazil, P.E., Director Public Works*

29
30 Town Manager Bradford read the title of the resolution.

31
32 Director of Public Works Brazil explained the revised dollar
33 amount in the title of the resolution and provided background
34 information on the purchase order.

35
36 **Motion was made by Council Member Zeidman, and seconded by**
37 **Council Member Lindsay, to approve Resolution No. 095-2017. On**
38 **roll call, the motion carried unanimously.**

- 39
40 k. RESOLUTION NO. 096-2017 A Resolution Of The Town
41 Council Of The Town Of Palm Beach, Palm Beach County,
42 Florida, Approving A Purchase Order To Patterson & Dewar In
43 The Amount Not-To-Exceed \$100,000 For The Peer Review
44 Of Town-Wide Underground Utilities Master Plan.
45 *H. Paul Brazil, P.E., Director Public Works*

1 Town Attorney Randolph read the title of the resolution.

2
3 Director of Public Works Brazil provided information regarding
4 Resolution 096-2017.

5
6 **Motion was made by Council Member Zeidman, and seconded by**
7 **Council Member Lindsay, to approve Resolution No. 096-2017 and**
8 **accept the donation of up to \$50,000 from the Civic Association. On**
9 **roll call, the motion carried unanimously.**

- 10
11 I. RESOLUTION NO. 089-2017 A Resolution Of The Town
12 Council Of The Town Of Palm Beach, Palm Beach County,
13 Florida, Approving Funding For The Town-wide Overhead
14 Utility Undergrounding Phase 1 - North And South Direct Costs
15 To FP&L In The Amount Of \$1,404,485.00, Comcast In The
16 Amount Of \$155,206.81, And AT&T In The Amount Of
17 \$425,611.79 And Establishing A Total Franchise Utility
18 Construction Budget Of \$1,979,303.60.
19 *H. Paul Brazil, P.E., Director Public Works*

20
21 Town Attorney Randolph read the title of the resolution.

22
23 Director of Public Works Paul Brazil provided information
24 regarding Resolution 089-2017.

25
26 **Motion was made by Council Member Zeidman, and seconded by**
27 **Council Member Lindsay, to approve Resolution No. 089-2017. On**
28 **roll call, the motion carried unanimously.**

29
30 **B. New Business**

- 31
32 1. Henry Flagler Memorial Statue:
33 a. Placement Approval on Royal Poinciana Way
34 *John S. Page, Director of Planning, Zoning & Building*
35
36 b. Approval of Purchase Order for Design, Permitting, and
37 Construction Phase Services for Re-Establishment of the Flagler
38 Statue and Confirmation of the Statues Location in the Royal
39 Poinciana Way Median.

40
41 RESOLUTION NO. 100-2017 A Resolution of the Town Council of
42 the Town of Palm Beach, Palm Beach County, Florida, Approving
43 a Purchase Order for Design, Permitting, and Construction Phase
44 Engineering Services to Kimley-Horn & Associates, Inc., in an
45 Amount of \$19,989 for the Re-Establishment of the Flagler Statue

1 in the Royal Poinciana Way Median, and Establishing an
2 Engineering Phase Budget of \$22,000.

3 *H. Paul Brazil, P.E., Director of Public Works*
4

5 **Motion was made by Council Member Lindsay, and seconded by**
6 **President Pro Tem Moore, to refer the placement of the Henry Flagler**
7 **Memorial Statue back to the Landmarks Preservation Commission.**
8 **On roll call, the motion carried unanimously.**
9

- 10 2. RESOLUTION NO. 101-2017 A Resolution of the Town Council the
11 Town of Palm Beach, Palm Beach County, Florida, Ratifying the Fiscal
12 Year 2015 Through Fiscal Year 2017 Collective Bargaining Agreement
13 Between the Town and the International Association of Fire Fighters,
14 Local #2928.

15 *Danielle Olson, Director of Human Resources*
16

17 Director of Human Resources Olson provided background information
18 on the proposed resolution ratifying the Collective Bargaining
19 Agreement between the Town of Palm Beach and the International
20 Association of Fire Fighters.
21

22 Town Attorney Randolph read the title of the resolution.
23

24 At the request of Council Member Lindsay, Director of Human
25 Resources Olson clarified what the Collective Bargaining Agreement
26 entailed.
27

28 **Motion was made by Council Member Araskog, and seconded by**
29 **President Pro Tem Moore, to approve Resolution No. 101-2017. On**
30 **roll call, the motion carried unanimously.**
31

32 **Motion was made by Council Member Zeidman, and seconded by**
33 **Council Member Lindsay, to approve the FY17 general fund**
34 **contingency allocation of \$121,000 to provide for implementation of**
35 **the agreement. On roll call, the motion carried unanimously.**
36

37 **C. Matters Pulled From Consent Agenda:**
38

- 39 1. RESOLUTION NO. 080-2017 A Resolution of the Town Council of
40 the Town of Palm Beach, Palm Beach County, Florida, Awarding
41 Bid No. 2017-21 and Approving a Construction Contract to Ferriera
42 Construction Southern Division Company, Inc., for the Island Road
43 and Ibis Way Bridge Improvements, in the Amount of \$299,986.93,
44 and Establishing a Construction Phase Budget of \$330,000.

45 *H. Paul Brazil, P.E., Director of Public Works*

Director of Public Works Brazil provided background information on the project.

2. RESOLUTION NO. 081-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Construction Phase Engineering Services to Kimley-Horn & Associates, Inc., in an Amount of \$31,370 for the Island Road and Ibis Way Bridge Improvements, and Establishing a Construction Phase Budget of \$35,000.

H. Paul Brazil, P.E., Director of Public Works

Director of Public Works Brazil provided background information on the project.

3. RESOLUTION NO. 083-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town Manager to Enter into a Contract Renewal With Bergeron Emergency Services, Inc., for First Pass, Cut, and Toss Services, and Authorizing the Town Manager to Execute the Same on Behalf of the Town.

H. Paul Brazil, P.E., Director of Public Works

Director of Public Works Brazil provided background information on the contract renewal.

4. RESOLUTION NO. 084-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town Manager to Enter into a Contract Renewal with Ash Britt, and Phillips & Jordan, Inc., for Disaster Debris Removal and Disposal Services, and Authorizing the Town Manager to Execute the Same on Behalf of the Town.

RESOLUTION NO. 098-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town Manager to Enter into a Contract Renewal with Bergeron Emergency Services, Inc., for Disaster Debris Removal and Disposal Services, and Authorizing the Town Manager to Execute the Same on Behalf of the Town.

H. Paul Brazil, P.E., Director of Public Works

Director of Public Works Brazil provided background information on the contract renewals.

1 **Motion was made by Council Member Araskog, and seconded by**
2 **President Pro Tem Moore, to approve Resolution Nos. 080-2017, 081-**
3 **2017, 083-2017, 084-2017, and 098-2017. On roll call, the motion**
4 **carried unanimously.**

- 5
6 6. Request for ORS to Study Various Items for Possible Code Changes
7 *Jay Boodheshwar, Deputy Town Manager*

8
9 Mayor Coniglio expressed concern over instituting additional rules
10 and/or procedures and the potential substantial increase to staff
11 time to institute the potential changes. She requested that the Town
12 Council discuss each item to determine if the Town Council should
13 refer them to ORS.

- 14
15 “1. Amendments to the Town Code to clarify language pertaining
16 to requirements for Board and Commission applicants.”

17
18 Discussion ensued regarding requiring applicants to Town Boards
19 and Commissions to submit a copy of their voter registration card or
20 driver’s license to their application, depending on the Town Code
21 requirements.

22
23 **At the consensus of the Town Council, the study item to refer the**
24 **board and commission application item to the ORS was removed from**
25 **the list; and agreement that board/commission applicants are**
26 **required to submit a copy of their voter registration card or Florida**
27 **driver’s license with their application, depending on Town Code**
28 **requirements.**

- 29
30 “2. Changes to the procedures regarding Board and Committee
31 chair/vice chair appointments in order to be consistent with
32 the Town Council President/President Pro Tem appointment
33 process.”

34
35 Discussion ensued regarding the process for boards and
36 commissions to select their chair/vice-chair and it was determined
37 that this item could be done administratively, without needing to go
38 to ORS for review.

39
40 **At the consensus of the Town Council, the study item to refer the**
41 **chair/vice-chair selection process to the ORS was removed from the**
42 **list. The Council directed that boards and commissions should use**
43 **paper ballots to select their chair/vice chair and this information be**
44 **distributed to all the board and commission liaisons.**

1 “3. Code/Rules amendments to allow ARCOM to require
2 landscaping, fences, etc. as part of the demolition approval
3 process.”

4 Discussion ensued regarding this item just needing to be enforced
5 rather than having new code and rules added.
6

7 **At the consensus of the Town Council, this item was not referred to**
8 **ORS for studying.**
9

10 4. Code changes regarding ARCOM notifications to increase
11 the geographic region and expand general notifications for
12 neighbors on certain types of projects.
13

14 Mayor Coniglio spoke regarding information that was provided by
15 Director of Planning, Zoning & Building John Page regarding ORS’
16 previous study of this item. Director of Planning, Zoning & Building
17 Page provided additional background information.
18

19 **At the consensus of the Town Council, the item to refer studying**
20 **ARCOM's notification process to the ORS was removed from the list.**
21

22 **Motion by President Pro Tem Moore, and seconded by Council**
23 **Member Lindsay to not refer any of the proposed items to ORS. On**
24 **roll call, the motion carried 4/1 with Council Member Araskog**
25 **dissenting.**
26

27 **XII. ORDINANCES**

28 **A. Second Reading**

29 1. ORDINANCE NO. 14 - 2017 An Ordinance of the Town Council of
30 the Town of Palm Beach, Palm Beach County, Florida, Amending
31 the Town Code of Ordinances at Chapter 114 Taxation, Article II,
32 Local Business Tax, at Section 114-43 Schedule, so as to Amend
33 the Fees Delineated for Each Business, Profession or Occupation;
34 Providing for Severability; Providing for Repeal of Ordinances in
35 Conflict; Providing for Codification; Providing an Effective Date.

36 *John S. Page, Director of Planning, Zoning & Building Dept.*
37

38 Town Attorney Randolph read the title of the ordinance.
39

40 **Motion was made by President Pro Tem Moore, and seconded by**
41 **Council Member Zeidman, to approve Ordinance No. 14-2017. On roll**
42 **call, the motion carried unanimously.**
43

1 **B. First Reading**

- 2
- 3 1. ORDINANCE NO. 19-2017 An Ordinance Of The Town Council Of The
- 4 Town Of Palm Beach, Palm Beach County, Florida, Amending Chapter
- 5 38 Of The Town Code of Ordinances, Emergency Services, At 38-35
- 6 Service Charge For Excessive False Alarms And Nonpayment Of Fines
- 7 To Include A New Section (A) Relating To False Alarms Actuated By
- 8 Contractors; Redesignating The Subsequent Paragraphs; Providing
- 9 For Severability; Providing For Codification; Providing An Effective
- 10 Date.

11 *Kirk H. Blouin, Director of Public Safety*

12

13 Town Attorney Randolph read the title of the ordinance. He addressed

14 enforcement of the ordinance, specifically regarding enforcement of

15 contractors.

16

17 Fire Marshall Martin DeLoach addressed a question regarding the types

18 of contractors that the ordinance would cover.

19

20 **Motion was made by Council Member Araskog, and seconded by**

21 **Council Member Lindsay, to approve Ordinance No. 19-2017. On roll**

22 **call, the motion carried unanimously.**

23

24 **XIII. ANY OTHER MATTERS**

25

26 Council Member Araskog requested clarification of the Program Manager/Project

27 Coordinator position for the Undergrounding project. Town Manager Bradford

28 provided information on what his anticipation is for the Underground Utility Project

29 Manager/Coordinator. Extensive discussion ensued regarding the position and

30 its level of responsibility and authority and the necessity of this person to have

31 undergrounding experience.

32

33 Susan Gary, 229 Onandaga Avenue, spoke in support of waiting to ensure that

34 the position is the right position and to possibly have the Underground Utilities

35 Task Force look at different options.

36

37 **XIV. ADJOURNMENT**

38

39 There being no further business, the regular Town Council meeting of June 13,

40 2017 was adjourned at 6:01 p.m.

APPROVED:

Richard M. Kleid
Town Council President

ATTEST:

Gwendolynn Peirce, CMC
Acting Town Clerk

Date: _____

TOWN OF PALM BEACH

Planning, Zoning & Building Department

MINUTES OF THE TOWN COUNCIL MEETING

HELD ON WEDNESDAY JUNE 14, 2017

I. CALL TO ORDER AND ROLL CALL

The Town Council meeting was called to order at 9:40 A.M. on Wednesday, June 14, 2017 in the Town Council Chambers. On roll call, all of the elected officials were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Deputy Town Clerk Ruderman gave the invocation. Council President Kleid led the Pledge of Allegiance.

III. COMMENTS OF MAYOR GAIL L. CONIGLIO - None

IV. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER - None

V. COMMUNICATIONS FROM CITIZENS - None

VI. APPROVAL OF AGENDA

The following changes were made to the agenda:

Withdrawals: The following item was withdrawn.

- ITEM VII.B.2.a., VARIANCE #13-2017

Deferrals: The following item was deferred to the July 12, 2017 Town Council meeting:

- ITEM VII.B.2.h., SITE PLAN REVIEW #4-2017 WITH VARIANCES

Motion was made by Council Member Araskog, and seconded by Council Member Zeidman, to approve the Agenda, as amended above. On roll call, the motion carried unanimously.

Deputy Clerk Ruderman swore in all those who would be providing testimony.

VII. DEVELOPMENT REVIEWS

A. Construction Management Agreements

1. Proposed Construction Management Agreement - Site Plan Review No. 13-2014 with Special Exceptions and Variances (Testa's)

John S. Page, Director of Planning, Zoning & Building

The following ex-parte communications were declared. Council Member Araskog met with Maura Ziska and Mr. Frisbee who advocated for the project. Council Member

1 Lindsay, met with Maura Ziska and the Frisbee family who advocated for the project.
2 Council President Kleid and Council President Pro Tem Moore spoke with Maura Ziska
3 and members of the Frisbee family who advocated for the project. Council Member
4 Zeidman spoke with Maura Ziska and Mr. Frisbee who advocated for the project. Mayor
5 Coniglio recused herself from the discussion.

6 Attorney Ziska agreed with the most recent version of the Construction Management
7 Agreement except the section on excavation.

8 Zoning Administrator Castro provided Staff comments.

9 Council Member Lindsay asked Attorney Ziska to describe the community outreach.

10 Leslie Evans, 135 Seminole Avenue and Interim President of Royal Poinciana
11 Association, addressed his concerns with construction timeframe, rodent control, site
12 logistics, fencing, and remedies for potential violations.

13 Zoning Administrator Castro suggested that a 2 phase Logistics Plan be added to the
14 agreement to include: Phase 1 excavation; and Phase 2 balance of project.

15 The Frisbee Group and Royal Poinciana Association agreed to discuss and come up
16 with fencing ideas to present to ARCOM.

17 Discussion took place on time extension concerns. It is anticipated that an application for
18 extended construction work hours will be submitted for Council consideration next
19 month.

20 Mr. Evans requested that the Town Council reconsider closing the median cut due to
21 loss of parking spaces during construction. Council President Kleid indicated that the
22 Council will review past discussion of that possibility next month.

23 Nicholas Coniglio, 201 El Dorado Lane, read a letter on the Frisbee's behalf.

24 Director Page informed all that in order to address aesthetic fencing, an application
25 submittal process must be adhered to. The earliest possible date for ARCOM review
26 would be in July.

27 **Motion was made by Council Member Zeidman, and seconded by Council**
28 **President Pro Tem Moore, to approve the Construction Management Agreement**
29 **as amended, to include: Change in verbiage on rodent control; Excavation dates;**
30 **Demolition completion date; and Addition of 2-Phase Logistics Plan. The**
31 **construction company may proceed to apply for permits while the Agreement is**
32 **being executed.**

33 2. Proposed Construction Management Agreement- Special Exception No. 30-
34 2017 with Site Plan Review and Variances (Town of Palm Beach Recreation
35 Center)

36 *John S. Page, Director of Planning, Zoning & Building*

37 Public Works Director Brazil explained the conflict that the Town Council would
38 encounter if entering into a Construction Management Agreement and recommended
39 instead that the Council direct staff to take critical elements therein and add them to a
40 construction contract at the time of GMP (Guaranteed Maximum Price) approval.

41 Recreation Director Zickar provided a written estimate on the GMP for the project.

1 There was a consensus that this item be deferred to an indefinite date, intending to
2 incorporate conditions into a Construction Contract.

3 B. Variances, Special Exceptions, and Site Plan Reviews

4 1. Old Business

5 a. VARIANCE #1-2017 The application of Rosemin Stanoytchev; relative to
6 property commonly known as 157 Peruvian Ave., described as lengthy legal
7 description on file; located in the R-C Zoning District. The applicant is requesting
8 a variance to build a two-story, 3,911 square foot (including the garage) single-
9 family residence on a lot with an area of 6,250 square feet, in lieu of the 10,000
10 square foot minimum required, and a lot width of 50 feet, in lieu of the 75 foot
11 minimum required. [Attorney: David E. Klein, Esq.] [Architectural Commission
12 Recommendation: Implementation of the proposed variance will not cause
13 negative architectural impacts to the subject property. Carried 7-0] [Architectural
14 Commission conditionally approved the project. Carried 5-2]

15 *John S. Page, Director of Planning, Zoning & Building*

16 No ex-parte communications were declared.

17 Attorney Klein provided details on the project.

18 Zoning Administrator Castro provided Staff comments.

19 **Motion was made by Council Member Lindsay, and seconded by Council Member**
20 **Zeidman, that Variance #01-2017 shall be granted and find, in support thereof, that**
21 **all of the criteria applicable to this application as set forth in Section 134-201(a),**
22 **items 1 through 7 have been met. On roll call, the motion carried unanimously.**

23 2. New Business

24 a. VARIANCE #13-2017 The application of Kelly M. Williams; relative to
25 property commonly known as 288 Sandpiper Dr., described as lengthy legal
26 description on file; located in the R-B Zoning District. The applicant is requesting
27 a variance to construct a two-story addition on the west side of the property with
28 a second story street side yard setback of 27.0 feet in lieu of the 35 foot
29 minimum. [Attorney: David E. Klein, Esq.] [Architectural Commission conditionally
30 approved the project without variance. Carried 5-2. Staff is awaiting confirmation
31 of project status from the attorney.]

32 *John S. Page, Director of Planning, Zoning & Building - Withdrawn*

33 b. VARIANCE #17-2017 The application of Ben and Katie Alexander; relative
34 to property commonly known as 214 Queens Ln., described as lengthy legal
35 description on file; located in the R-B Zoning District. The applicant is proposing
36 the following additions onto the existing residence: 1) Construct a one story 660
37 square foot addition for a new kitchen and family room; 2) Construct a one story
38 400 square foot addition for a new loggia. The following variance is being
39 requested to accomplish the above additions: Lot coverage of 32.9% in lieu of
40 the 19% existing and the 30% maximum allowed. [Attorney: Maura Ziska, Esq.]
41 [Architectural Commission Recommendation: Implementation of the proposed
42 variance will not cause negative architectural impacts to the subject property.
43 Carried 6-1.]

1 *John S. Page, Director of Planning, Zoning & Building*

2 The following ex-parte communications were declared. Council President Pro
3 Tem Moore spoke to homeowners. Mayor Coniglio spoke with homeowners and
4 visited the site. Council Member Araskog met with Maura Ziska, the homeowners
5 and the architect who advocated for the project.

6 Attorney Ziska provided details of the project.

7 Architect Menard provided additional details.

8 Zoning Administrator Castro provided Staff comments.

9 Discussion took place on legalities of variances, and the Town Council's
10 discretion with regard to hardships.

11 **Motion was made by Council Member Zeidman, and seconded by Council Member**
12 **Lindsay, that Variance #17-2017 shall be granted and find, in support thereof, that**
13 **all of the criteria applicable to this application as set forth in Section 134-201(a),**
14 **items 1 through 7 have been met. On roll call, the motion carried unanimously.**

15 c. VARIANCE #19-2017 The application of Jeanette Sublett and Langdon Neal;
16 relative to property commonly known as 242 Cherry Ln., described as lengthy
17 legal description on file; located in the R-B Zoning District. The applicant is
18 proposing to demolish a portion of the house and add a one story 1,095 square
19 foot addition for a master bedroom on the west side of the house that requires
20 the following variance requests: 1) A west side yard setback of 9 feet in lieu of
21 the 12.5 foot minimum required; 2) An angle of vision of 114 degrees in lieu of
22 the 108 degrees maximum allowed. [Attorney: Maura Ziska, Esq.] [Architectural
23 Commission Recommendation: Implementation of the proposed variance will not
24 cause negative architectural impacts to the subject property. Carried 6-1.]

25 *John S. Page, Director of Planning, Zoning & Building*

26 No ex-parte communications were declared.

27 Discussion took place on submittal of back up materials.

28 Attorney Ziska provided details of the project.

29 Architect Payne provided additional details.

30 Zoning Administrator Castro provided Staff comments.

31 Discussion took place on configuration of the lot.

32 **Motion was made by Council Member Lindsay, and seconded by Council Member**
33 **Zeidman, that Variance #19-2017 shall be granted and find, in support thereof, that**
34 **all of the criteria applicable to this application as set forth in Section 134-201(a),**
35 **items 1 through 7 have been met. On roll call, the motion carried unanimously.**

36
37 d. SPECIAL EXCEPTION #13-2017 WITH SITE PLAN REVIEW The
38 application of 305 Concepts Palm Beach, LLC ("Coyo Taco"); relative to property
39 commonly known as 340 Royal Poinciana Way, Ste 337A, described as lengthy
40 legal description on file; located in the C-PC Zoning District. The applicant is

1 requesting a special exception with site plan approval to allow 26 seats, of the
2 previously approved 80 seats, to be shifted from inside Coyo Taco and relocated
3 to the exterior for outdoor dining, when weather permits. The proposed
4 restaurant is located in the southwest corner of the Plaza and outdoor dining will
5 be adjacent to the restaurant in the newly created patio area around the west
6 fountain. The outdoor dining will have the proposed hours of: Monday through
7 Friday – Brunch, Lunch and Dinner – 10 a.m. to 10 p.m., Friday through Sunday
8 – brunch, Lunch and Dinner – 10 a.m. to 10 p.m. A further request to revise the
9 previously approved hours for the restaurant to accommodate breakfast service
10 to be one hour earlier: Monday through Thursday – Brunch, Lunch and Dinner –
11 10 a.m. to 1:00 a.m., Friday through Sunday – Brunch, Lunch and Dinner – 10
12 a.m. to 1:00 a.m. A further request to allow the restaurant to have catering as an
13 additional service of the restaurant. The catering service will utilize existing
14 employee vehicles and will operate under the same hours of the restaurant.
15 [Attorney: Maura Ziska, Esq.] [Landmarks Preservation Commission
16 Recommendation: Implementation of the proposed special exception with site
17 plan review will not cause negative architectural impacts to the subject
18 landmarked property. Carried 7-0.]

19 *John S. Page, Director of Planning, Zoning & Building*

20 The following ex-parte communications were declared. Council Member
21 Zeidman spoke with Alexandra Patterson who advocated on behalf of her client.
22 Council President Pro Tem Moore received a text message from Samantha
23 David who advocated for her client. Council President Kleid spoke with Up
24 Markets who advocated for their tenant. Council Member Lindsay spoke with
25 Alexandra Patterson who advocated for the position of her tenant. Council
26 Member Araskog spoke with Alexandra Patterson who advocated for the position
27 of her tenant.

28 Attorney Ziska provided details of the project.

29 Alexandra Patterson of Up Markets provided additional details.

30 Zoning Administrator Castro provided Staff comments.

31 Discussion took place on details of the catering operation.

32 **Motion was made by Council Member Araskog, and seconded by Council Member**
33 **Lindsay, that Special Exception #13-2017 shall be granted, recognizing that the**
34 **tenant may rearrange the seating configuration, based upon the finding that such**
35 **grant will not adversely affect the public interest and that the applicable criteria**
36 **set forth in Section 134-229 of the Town Code have been met. On roll call, the**
37 **motion carried unanimously.**

38 **Motion was made by Council Member Araskog, and seconded by Council Member**
39 **Lindsay, that Site Plan #13-2017 be approved based upon the finding that the**
40 **approval of the site plan will not adversely affect the public interest and that the**
41 **Council certifies that the specific zoning requirements governing the individual**
42 **use have been met and that satisfactory provision and arrangement has been**
43 **made concerning Section 134-329, items 1 through 11. On roll call, the motion**
44 **carried unanimously.**

45
46 e. DECLARATION OF USE AGREEMENT

SPECIAL EXCEPTION #5-2017 The application of 305 Concepts, LLC ("Coyo Taco"); relative to property commonly known as 340 Royal Poinciana Way, Ste. 337A, described as lengthy legal description on file; located in the C-PC Zoning District. Special Exception was approved on March 15, 2017 with a condition to submit a Declaration of Use Agreement outlining applicable terms of operation. Deferred consideration of the Agreement at April 12th Town Council meeting to the June 14th meeting. [Attorney: Maura Ziska, Esq.]

John S. Page, Director of Planning, Zoning & Building

Zoning Administrator Castro provided details on the Agreement.

Attorney Ziska provided details for requested change of hours.

Discussion took place on background music versus deejay music.

Alexandra Patterson of Up Markets provided additional information on Coyo Taco's commitment to this community.

Katie Alexander, 214 Queens Lane, spoke in support of Coyo Taco.

Alexander Ives, 237 Jamaica Lane, spoke in support of Coyo Taco.

Gil Page, General Manager of Botanica Landscaping, spoke in support of Coyo Taco.

Greg Lewis, of Conklin & Lewis Construction, spoke in support of Coyo Taco and Up Markets.

The following ex-parte communications were declared. Council Member Lindsay spoke with Alexandra Patterson who advocated for the position of her tenant. Council Member Araskog, Council President Kleid, Council President Pro Tem Moore and Council Member Zeidman spoke with Alexandra Patterson who advocated in favor of the restaurant.

Michael Quinn of Woof Gang Bakery & Grooming spoke in support of Coyo Taco.

Motion was made by Council President Pro Tem Moore, and seconded by Council Member Zeidman, to approve the Declaration of Use Agreement, as amended, to include: Change of hours to from 10 A.M. to 12 P.M. Sunday through Thursday, and from 10 A.M. until 1 A.M. Friday and Saturday. On roll call, motion carried unanimously.

The Town Council Recessed at 11:35 A.M. and reconvened at 11:45 A.M.

f. SPECIAL EXCEPTION #14 -2017 WITH SITE PLAN REVIEW The application of Brian Plewinski, Attorney for Wilson 150 Worth LLC (Starbucks); relative to property commonly known as 150 Worth Ave. #110, described as lengthy legal description on file; located in the C-WA Zoning District. The applicant is requesting a special exception with site plan approval to modify condition #1 – Hours of Operation for Site Plan Review #12-2006. Current approved hours of operation shall be limited to between 8:00 a.m. and 10:00 p.m. Proposed hours of operation shall be limited to between 6:00 a.m. and 10:00 p.m. [Attorney: Brian Plewinski, Esq.]

John S. Page, Director of Planning, Zoning & Building

1 The following ex-parte communications were declared. Council Member Lindsay
2 spoke with Brian Plewinski.

3 Brian Plewinski of Starbucks, 4101 Ravenswood Road, Dania Beach, provided
4 reasons for earlier opening request.

5 Zoning Administrator Castro provided Staff comments.

6 Discussion took place on hours and number of employees and their hours of
7 arrival.

8 **Motion was made by Council Member Zeidman, and seconded by Council Member**
9 **Lindsay, that Special Exception #14-2017 shall be granted based upon the finding**
10 **that such grant will not adversely affect the public interest and that the applicable**
11 **criteria set forth in Section 134-229 of the Town Code have been met. Hours of**
12 **operation are limited to between 7 A.M. and 10:00 P.M. with no more than 3**
13 **employees present at the earlier opening. Deliveries are not permitted before 8**
14 **A.M. On roll call, the motion carried unanimously.**

15
16 **Motion was made by Council Zeidman, and seconded by Council President Pro**
17 **Tem Moore, that Site Plan #14-2017 be approved based upon the finding that the**
18 **approval of the site plan will not adversely affect the public interest and that the**
19 **Council certifies that the specific zoning requirements governing the individual**
20 **use have been met and that satisfactory provision and arrangement has been**
21 **made concerning Section 134-329, items 1 through 11. On roll call, the motion**
22 **carried unanimously.**
23

24 g. SPECIAL EXCEPTION #15 -2017 WITH SITE PLAN REVIEW AND
25 VARIANCE The application of Gregory Fisher, Member of 316 Seabreeze LLC;
26 relative to property commonly known as 316 Seabreeze Ave., described as
27 lengthy legal description on file; located in the R-B Zoning District. The applicant
28 is requesting a special exception with site plan review to modify the previous
29 approval to allow the construction of a 2,700 square foot two-story, single family
30 residence on two platted lots which combined creates a lot that is 50 feet in width
31 in lieu of the 100 foot minimum required and 6,125 square feet in area in lieu of
32 the 10,000 square foot minimum area required. The following variance is being
33 requested: to allow a 12.5 foot east side yard setback for the two story portion in
34 lieu of the 15 foot minimum required. [Attorney: Maura Ziska, Esq.] [Architectural
35 Commission Recommendation: Implementation of the proposed special
36 exception with site plan review and variances will not cause negative
37 architectural impacts to the subject property. Carried 7-0.] [Architectural
38 Commission approved the project as presented. Carried 7-0.]

39 *John S. Page, Director of Planning, Zoning & Building*

40 No ex-parte communications were declared.

41 Attorney Ziska explained that this project has already been approved by Council.
42 A new variance application was filed to re-notice the correct variances based on
43 what was approved by Council. This is a technical request only.

44 Zoning Administrator Castro provided Staff comments.

1 A discussion on setbacks ensued.

2 **Motion was made by Council President Pro Tem Moore, and seconded by Council**
3 **Member Lindsay, that Special Exception #15-2017 shall be granted based upon the**
4 **finding that such grant will not adversely affect the public interest and that the**
5 **applicable criteria set forth in Section 134-229 of the Town Code have been met. On**
6 **roll call, the motion carried unanimously.**

7
8 **Motion was made by Council President Pro Tem Moore, and seconded by Council**
9 **Member Lindsay, that Site Plan #15-2017 be approved based upon the finding that the**
10 **approval of the site plan will not adversely affect the public interest and that the**
11 **Council certifies that the specific zoning requirements governing the individual use**
12 **have been met and that satisfactory provision and arrangement has been made**
13 **concerning Section 134-329, items 1 through 11. On roll call, the motion carried**
14 **unanimously.**

15
16 **Motion was made by Council President Pro Tem Moore, and seconded by Council**
17 **Member Zeidman, that Variance #15-2017 shall be granted and find, in support**
18 **thereof, that all of the criteria applicable to this application as set forth in Section 134-**
19 **201(a), items 1 through 7 have been met. On roll call, the motion carried 4-1 with**
20 **Council Member Araskog dissenting.**

21
22 Town Attorney Randolph explained that when E-mails come in the night before or
23 the morning of the meeting, they should be disclosed in ex-parte
24 communications.

25 h. SITE PLAN REVIEW #4-2017 WITH VARIANCES The application of James
26 M. Crowley, Esq., Attorney for The Palmbeacher Apartments Inc.; relative to
27 property commonly known as 3030 S. Ocean Blvd., described as lengthy legal
28 description on file; located in the R-D (1) Zoning District. The applicant is
29 requesting a site plan review to add additional paving in the eastern (pool) area
30 and add an awning over the main building entrance on this nonconforming
31 property. The following variances are requested: 1) a variance to increase lot
32 coverage by adding a 360 square foot awning at the front entrance. This will
33 increase lot coverage from 26.86% to 27.75% in a district that allows a maximum
34 lot coverage of 20% for special exception buildings; 2) A variance to decrease
35 landscaped open space from 14.0% to 12.6% by adding 573 square feet of
36 additional paving in the pool area. This district required minimum landscaped
37 open space of 35%; 3) A side (south) setback variance to allow a new trellis on
38 top of the existing pool building to extend further into the side setback. The
39 required side setback for the pool building, which is an enclosed 9.0' high
40 accessory structure, is 30'. The existing pool building is 10.77' from the side
41 property line. The proposed trellis would extend an additional 2.87' into the
42 setback, creating a new side setback at that point of 7.9' in lieu of the 30'
43 required; 4) a south (side) setback variance to allow the new awning at the front
44 entrance to extend into the side setback. The required side setback for the
45 building is 55.30', the height of the building. The building is 49.92' from the side
46 property line. The proposed awning would extend an additional 12.0' into the
47 setback, creating a new side setback at that point of 37.92' in lieu of the 55.30'
48 required. [Attorney: James M. Crowley, Esq.] [Architectural Commission
49 Recommendation: Deferred to the June 28, 2017 meeting at the request of the

1 attorney. Carried 7-0.] Request for Deferral to the July 12, 2017, Town Council
2 Meeting Per Letter Dated May 31, 2017 from James M. Crowley

3 *John S. Page, Director of Planning, Zoning & Building - Item was deferred to*
4 *the July 12, 2017 Town council meeting*

5 i. SITE PLAN REVIEW #5-2017 The application of Parc Regent Condominium
6 (Paula Gottlieb, Manager); relative to property commonly known as 184 Bradley
7 Place, described as lengthy legal description on file; located in the R-D (2)
8 Zoning District. The applicant is requesting a site plan approval for a 400 KW
9 generator and the construction of a required 540 sq. ft. building to house said
10 generator. The building is proposed to be located on the north of the
11 condominium building and immediately west of the tennis courts, which front
12 Bradley Place. The building is designed and baffled so the intake air, exhaust air
13 and engine exhaust all face the tennis courts. Two 3,000 gallon fuel tanks are
14 proposed to be located on the west side of the property, beyond the setbacks.
15 [Attorney: Maura Ziska, Esq.]

16 *John S. Page, Director of Planning, Zoning & Building*

17 No ex-parte communications were declared.

18 Attorney Ziska provided details of the project.

19 Architect Cantin provided additional details.

20 Zoning Administrator Castro provided Staff comments.

21 **Motion was made by Council Member Lindsay, and seconded by Council Member**
22 **Zeidman, that Site Plan #5-2017 be approved based upon the finding that the approval**
23 **of the site plan will not adversely affect the public interest and that the Council**
24 **certifies that the specific zoning requirements governing the individual use have been**
25 **met and that satisfactory provision and arrangement has been made concerning**
26 **Section 134-329, items 1 through 11. On roll call, the motion carried unanimously.**

27 j. SUBDIVISION #1-2017 The application of 89 Middle Road LLC, relative to
28 property commonly known as 89 Middle Rd., described as lengthy legal
29 description on file, located in the R-A Zoning District. The subject property is
30 135,907 square feet +/- of land, which calculates to 3.398 "Palm Beach acres."
31 The applicant is requesting approval to replat 11 existing platted lots from the
32 Singer Addition and El Bravo Park plats into a new subdivision called El Bravo-
33 Singer Annex, comprised of six (6) lots, which meet all of the lot area, width and
34 depth zoning requirements for the lots in the R-A (Estate Residential) Zoning
35 District. [Attorney: Gregory E. Young, Esq.]

36 *John S. Page, Director of Planning, Zoning & Building*

37 The following ex-parte communications were declared. Council Member Araskog
38 spoke with Rene Silvin, Paulette Koch and visited the site with Mr. Young who
39 advocated for his client. Council Member Lindsay visited the site, spoke with Mr.
40 Young who advocated for his client and spoke with Paulette Koch. Mayor
41 Conglio met on site with Mr. Young and his associate, the representative of the
42 property owner, and spoke with Paulette Koch. Council President Kleid visited
43 the site, spoke with Mr. Young and his associates and had several telephone
44 conversations with Paulette Koch. Council President Pro Tem Moore met with

1 Mr. Young and his associates, and received a phone call from Ava Van De Water
2 at Brown, Harris & Stevens. Council Member Zeidman spoke with Rene Silvin,
3 met with the Patinos, met with Mr. Young and walked the site.

4 All council members have read letters and E-mails associated with this project
5 that were included in their back up.

6 Deputy Clerk Ruderman swore in all those who would be providing testimony.

7 Director Page identified late correspondence received for the record and
8 provided it to Mr. Young.

9 Attorney Young and representative of Sir Peter provided details of the project.

10 Zoning Administrator Castro provided Staff comments.

11 Public Works Director Brazil provided Staff comments.

12 Discussion ensued about easement access, sewer lines, and lot splitting.

13 Attorney Hanlon is representing property owners: Robert Keefer and Uta Ortiz-
14 Patino of 588-598 South County Road, Dana Landry and William Moody of 577
15 South County Road, William and Sarah Soter of 198 Via Marina, Charlotte Beers
16 of 82 Middle Road, Craig and Jane Omtvedt of 79 Middle Road, James A.
17 Patterson of 560 South Ocean Boulevard, Paulette Koch of 132 El Bravo Way,
18 and JAN Holdings LLC of 4 El Bravo Way. These property owners have
19 assembled as a group because of their great concern for the negative impact that
20 they feel will be created by this subdivision request. Their concerns are: the
21 demolition process, the landscape requirements, safety, traffic, noise, lifestyle
22 and property value. Construction parking, construction access, construction
23 hours, and sequencing the timing of construction also need to be addressed.

24 Discussion took place on options available to Town Council.

25 Paulette Koch, 132 El Bravo Way, cited her concerns on the proposed
26 development.

27 Bill Brady expressed his concerns on the proposed development. He spoke on
28 behalf of the Keefers who are away for the summer.

29 Attorney Klein expressed impact development concerns on behalf of the owners
30 of 201 El Bravo Way.

31 Attorney Young commented that the application in front of them meets all
32 requirements of the code.

33 Paulette Koch stated that the group of neighbors is in favor of the replatting, but
34 they want the area to be consistent in character. She suggested five lots instead
35 of six.

36 **The Town Council recessed at 2:10 P.M. and returned at 3:15 P.M.**

37 The following additional ex-parte communications were declared. Mayor Coniglio
38 spoke with Adam Bulmer, Paulette Koch, and Tim Hanlon. Council President
39 Kleid had a conversation with Mr. Young and Adam Bulmer who proposed what
40 they would like to have happen. Council Member Zeidman spoke with Mr. May.

Adam Bulmer, an associate of Sir Peter Wood, contacted Mr. Wood during the meeting break to propose the idea of developing five lots instead of six. He reported that Mr. Wood is concerned with long-term relationships with the neighbors. He requested a deferral.

Attorney Young stated that Sir Peter Wood would be happy to take a step back for 30 days to engage with the neighbors. He will consider five lots versus six – in particular two lots versus three along El Bravo Way. He requested conceptual action from the Town. When they come back in July they would like to receive feedback that parcels AB&C in their current configuration on the plan on the north side of the property are in acceptable condition in shape and size and location, and that the curb cuts for South County Road would be approved at the SW corner of the property on South County Road. Someone must decide where utility lines must be located.

Attorney Randolph clarified that a conceptual approval is not binding. These decisions should not be made on a piece meal basis. A decision should not take place until all revised information is provided and after the neighbors have been noticed.

Director Page, on behalf of Director Brazil, indicated that it is very important to Public Works that utility services/easements be provided to the Town's satisfaction. Mr. Brazil also wants assurances that the lots facing South County Road be improved with safe ingress/egress.

More discussion on utility easement took place.

Zoning Administrator Castro summarized the issues. 1) Developing five lots instead of six lots (two lots versus three on El Bravo Way); 2) The configuration of lots A, B, C; 3) The curb cut on the southwest corner of parcel A, (If curb cut is on the southwest corner that site lines on the plat need to be provided; 4) There should be something related to driveways to insure that property owners don't have to back their cars out into the street; and 5) Consideration whether easement should be on very north side or on the back side of parcel A.

Motion was made by Council Member Araskog, and seconded by Council Member Zeidman, to defer Subdivision #1-2017 to the July 12 Town Council Meeting taking into account the comments that have been made today. On roll call, the motion carried unanimously. Council Member Lindsay was not present.

3. Other

a. DECLARATION OF USE AGREEMENT

SPECIAL EXCEPTION #9-2017 WITH SITE PLAN REVIEW AND VARIANCE

The application of Old Guard Society of Palm Beach; relative to property commonly known as 165 Bradley Place, described as lengthy legal description on file; located in the C-TS Zoning District. Special Exception With Site Plan Review and Variance approval was granted at April 12, 2017 Town Council meeting, with a condition to submit a Declaration of Use Agreement outlining applicable terms of operation. [Attorney: Maura Ziska]

John S. Page, Director of Planning, Zoning & Building

1 The following ex-parte communications were declared. Council President Kleid
2 had a conversation with a member of the Old Guard who advocated for their
3 position.

4 Attorney Ziska provided a request for changes to the Agreement.

5 Discussion took place on hours of operation and number of members and
6 guests. Hours shall be limited from 10 A.M. to 7 P.M. Monday through Saturday.
7 The maximum number of members and guests from 10 A.M. to 7 P.M. shall not
8 exceed 20 people. Events shall be allowed from 5 P.M. to 11 P.M. Monday
9 through Saturday.

10 **Motion was made by Council President Pro Tem Moore, and seconded by Council**
11 **Member Zeidman, to approve the Declaration of Use Agreement, as amended above. On**
12 **roll call, the motion passed unanimously. Council Member Lindsay was absent.**

13 b. Presentation - William Bucklew, Certified Floodplain Manager, Upcoming
14 FEMA Floodplain and Building Code Changes

15 *John S. Page, Director of Planning, Zoning & Building*

16 Discussion took place on anticipated potential flood map changes, zoning code
17 changes, floodplain regulations, and insurance ramifications.

18 VIII. ORDINANCES

19 A. First Reading

20 1. ORDINANCE NO.15-2017 An Ordinance Of The Town Council Of The Town
21 Of Palm Beach, Palm Beach County, Florida, Amending The Town Code Of
22 Ordinances At Chapter 134, Zoning As Follows: Article I, In General, Section
23 134-2 To Create A Definition For "Zero Datum", Modify The Definition Of
24 "Building Height (Applicable Only To The R-B District)", To Clarify Where Zero
25 Datum Is Taken From And To Modify All Definitions Of Building Height And The
26 Definition Of Building Height Plane To Reference "Zero Datum" As The Point Of
27 Measuring Building Height, Overall Height, Building Height Plane And Cubic
28 Content Ratio; Section 134-2, "Building Height, Of Lot Abutting Low Streets", To
29 Reference The Minimum Floodplain Elevation In Chapter 50, Floods, As Zero
30 Datum Rather Than 7 ½ Feet Mean Sea Level NGVD; Article VII, District
31 Regulations, Section 134-793 And 134-843 To Reference The Minimum Flood
32 Elevation Rather Than 7.5 Feet For Measuring The Building Height Plane
33 Requirement In The R-AA And R-A Zoning Districts, 134-893 By Eliminating The
34 Maximum Height For Single-Family Homes On Lots Abutting Low Streets;
35 Providing For Severability; Providing For Repeal Of Ordinances In Conflict;
36 Providing For Codification; Providing An Effective Date.

37 *John S. Page, Director of Planning, Zoning & Building*

38 Anita Seltzer, 44 Cocoanut Row, expressed her concerns about the
39 undergrounding project and the elevation of transformers.

40 **Motion was made by Council President Pro Tem Moore, and seconded by Council**
41 **Member Zeidman, to approve Ordinance No. 15-2017, on first reading. On roll call, the**
42 **motion carried unanimously. Council Member Lindsay was absent.**

1 Building Official Bucklew clarified that FPL is under a different code than
2 residential and commercial structures. Their equipment belongs to them – not
3 the residents or the Town. FPL is responsible for the protection of their
4 equipment.

5 Zoning Administrator Castro clarified that questions regarding utility boxes would
6 be best answered by Town Manager Bradford.

7 Discussion took place on height definitions and point of measurement, height and
8 overall height.

9 2. ORDINANCE NO. 17-2017 An Ordinance Of The Town Council Of The Town
10 Of Palm Beach, Palm Beach County, Florida, Amending The Town Code Of
11 Ordinances At Chapter 66, Natural Resource Protection As Follows: Article 1, In
12 General, Section 66-2 To Create A Definition For “Pestilent Exotic/Invasive
13 Species”; Article III, Vegetation, Subdivision IV, Conservation District, Sections
14 66-369 – 66-375 To Create A Permitting Process For Landscaping And Related
15 Work To Be Done In The Conservation Zoning District; Providing For
16 Severability; Providing For Repeal Of Ordinances In Conflict; Providing For
17 Codification; Providing An Effective Date.

18 *John S. Page, Director of Planning, Zoning & Building*

19 **Motion was made by Council President Pro Tem Moore, and seconded by Council**
20 **Member Araskog, to approve Ordinance No. 17-2017, on first reading. On roll call, the**
21 **motion carried unanimously.**

22 IX. ADJOURNMENT

23 There being no further business, the June 14, 2017 Town Council meeting was adjourned
24 at 4:30 P.M.

APPROVED:

Richard M. Kleid, Town Council President

PREPARED BY:

Kathleen Ruderman, Deputy Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda
Minutes

Agenda Title
LOCAL PLANNING AGENCY MEETING MINUTES:
Gwendolynn Peirce, CMC, Acting Town Clerk

- a. June 14, 2017, Local Planning Agency Meeting Minutes

Presenter

ATTACHMENTS:

- ▣ **LPA June 14, 2017 Meeting Minutes**

TOWN OF PALM BEACH

Planning, Zoning & Building Department

MINUTES OF THE LOCAL PLANNING AGENCY MEETING HELD ON WEDNESDAY, JUNE 14, 2017

I. **CALL TO ORDER AND ROLL CALL**

The Local Planning Agency meeting was called to order on Wednesday, June 14, 2017, at 9:30 A.M., in the Town Council Chambers. On roll call, all of the elected officials were found to be present.

II. **COMMUNICATION FROM CITIZENS**

Laurel Baker of the Palm Beach Chamber of Commerce thanked the Town Council for their work on the new bridge, the Royal Poinciana Plaza and the Testa's project. These projects are contributing to bring the Town back to its greater glory.

III. **ORDINANCE NO. 15-2017** An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Town Code Of Ordinances At Chapter 134, Zoning As Follows: Article I, In General, Section 134-2 To Create A Definition For "Zero Datum", Modify The Definition Of "Building Height (Applicable Only To The R-B District)", To Clarify Where Zero Datum Is Taken From And To Modify All Definitions Of Building Height And The Definition Of Building Height Plane To Reference "Zero Datum" As The Point Of Measuring Building Height, Overall Height, Building Height Plane And Cubic Content Ratio; Section 134-2, "Building Height, Of Lot Abutting Low Streets", To Reference The Minimum Floodplain Elevation In Chapter 50, Floods, As Zero Datum Rather Than 7 ½ Feet Mean Sea Level NGVD; Article Vii, District Regulations, Section 134-793 And 134-843 To Reference The Minimum Flood Elevation Rather Than 7.5 Feet For Measuring The Building Height Plane Requirement In The R-AA And R-A Zoning Districts, 134-893 By Eliminating The Maximum Height For Single-Family Homes On Lots Abutting Low Streets; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

Director Page provided details of the ordinance. All changes pertain to elevating references in the Zoning Ordinance. They are designed to "sync" with all references to flooding provisions in Chapter 50 of the Code of Ordinances. The Planning & Zoning Commission has reviewed and recommended approval of same.

Motion made by Agency Member Lindsay and seconded by Agency Member Moore, to recommend approval of Ordinance No. 15-2017. On roll call, the motion carried unanimously.

1 IV. **ADJOURNMENT**

2

3

4

There being no further business, the June 14, 2017 Local Planning Agency meeting was adjourned at 9:40 A.M.

APPROVED:

Richard M. Kleid
Town Council President

PREPARED BY:

Kathleen Ruderman, Deputy Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda Minutes

Agenda Title

Approval of Major Matters Considered by the Architectural Commission at its meeting of June 28, 2017.

Presenter

John S. Page, Director of Planning, Zoning & Building

ATTACHMENTS:

- ▣ **Memorandum Dated June 29, 2017, from John S. Page, Director of Planning, Zoning and Building**
- ▣ **Minutes of the Architectural Commission Meeting of June 28, 2107**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 11, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: John S. Page, Director of Planning, Zoning & Building

Re: Approval of the Architectural Commission Meeting Minutes of June 28, 2017

Date: June 29, 2017

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the major items that were approved by ARCOM at the regularly scheduled meeting of June 28, 2017.

BOARD OR COMMISSION RECOMMENDATION

The Architectural Commission recommends that the Town Council approve the major items that were considered at the regularly scheduled meeting of June 28, 2017.

GENERAL INFORMATION

These minutes are submitted to the Town Council for approval pursuant to Chapter 18-177 of the Town of Palm Beach Code of Ordinances.

Attachment

JSP:kmc



TOWN OF PALM BEACH

PLANNING, ZONING AND BUILDING DEPARTMENT

MINUTES OF THE REGULAR ARCHITECTURAL COMMISSION MEETING HELD ON WEDNESDAY, JUNE 28, 2017

Please be advised that in keeping with a recent directive from the Town Council, the minutes of all Town Boards and Commissions will be "abbreviated" in style. Persons interested in listening to the meeting, after the fact, may access the audio of that item via the Town's website at www.townofpalmbeach.com.

I. CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Mrs. Vanneck.

II. ROLL CALL

Richard Sammons, Chairman	ABSENT (excused)
Ann L. Vanneck, Vice Chairman	PRESENT
Robert N. Garrison, Member	PRESENT
Alexander C. Ives, Member	PRESENT
Michael B. Small, Member	PRESENT
Maisie Grace, Member	PRESENT
Robert J. Vila, Member	PRESENT
John David Corey, Alternate Member	PRESENT (Left at 5:45 p.m.)
Betsy Shiverick, Alternate Member	PRESENT
Katherine Catlin, Alternate Member	PRESENT

Mr. Corey voted in the absence of Mr. Sammons.

Staff Members present were:

John Page, Director of Planning, Zoning & Building
Logan Elliott, Zoning Technician
Kelly Churney, Secretary to the Architectural Review Commission
Skip Randolph, Town Attorney
Paul Castro, Zoning Administrator

III. PLEDGE OF ALLEGIANCE

Mrs. Vanneck led the Pledge of Allegiance.

IV. APPROVAL OF THE MINUTES FROM THE MAY 24, 2017 MEETING

Motion made by Mr. Small and seconded by Mr. Garrison to approve the minutes from the May 24, 2017 meeting. Motion carried with all in favor.

V. APPROVAL OF THE AGENDA

Mr. Small requested the following changes to the agenda: move B-053-2017 671 Island Dr. to the front of the agenda after Demolitions, defer projects B-008-2017 235 Via Vizcaya, B-057-2017 130 Dolphin Road and A-018-2017 2100 S. Ocean Blvd. to the July 26, 2017 meeting at the request of the architect, defer B-006-2017 218 Miraflores Dr. to the July 26, 2017 meeting at the request of the attorney, defer B-009-2017 12 Via Vizcaya to the August 23, 2017 meeting at the request of the architect and withdraw B-045-2017 210 Miraflores Dr. from the agenda at the request of the architect.

Motion made by Mr. Small and seconded by Mr. Ives to approve the agenda as amended. Motion carried with all in favor.

VI. **ADMINISTRATION OF THE OATH TO PERSONS WHO WISH TO TESTIFY**

Ms. Churney administered the oath at this time and throughout the meeting as necessary.

VII. **COMMUNICATIONS FROM CITIZENS REGARDING NON-AGENDA ITEMS (3 MINUTE LIMIT PLEASE)**

Mr. Page introduced Logan Elliott, Zoning Technician, to the Commissioners.

Mayor Gail Coniglio read comments from Richard Kleid, Town Council President, regarding the nature of the comments from the Commissioners to the applicants and treating others with respect.

Town Attorney Skip Randolph spoke as well about the nature of the comments from the Commission to the applicants and treating others with respect.

VIII. **PROJECT REVIEW**

A. **DEMOLITIONS AND TIME EXTENSIONS**

B-043-2017 Demolition

Address: 334 Chilean Ave.

Applicant: 334 Chilian LLC

Architect: M. Mark Marsh/Bridges, Marsh & Associates

Project Description: Demolition of existing 2 story residence.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Marsh presented the proposed demolition plan for the existing structure. He presented a demolition report, site plan, photos of the existing structure, both exterior and interior. Mr. Marsh also presented the proposed landscaping plan for the property.

Motion made by Mr. Small and seconded by Mr. Corey to approve the request as presented with the caveats to sod and irrigate the property within 30 days and to maintain perimeter landscaping.

B-045-2017 Demolition

Address: 210 Miraflores Dr.

Applicant: 210 Miraflores LLC
Architect: Robert L. Bell
Project Description: Demolition of existing residence.

This item was withdrawn with the approval of the agenda, Item V.

[B-049-2017 Demolition](#)

Address: 596 N. County Rd.
Applicant: Michael & Suzanne Ainslie
Architect: Nelo R. Freijomel
Project Description: Demolition of a one-story residence, covered porch, equipment enclosure, pool, pool deck, wood trellis, hardscape and landscape.

Call for disclosure of ex parte communication: Disclosure by several members

Mr. Freijomel presented the proposed demolition plan for the existing structures. He presented a demolition report, location map, photos of the existing structures, both exterior and interior. Mr. Freijomel also presented the proposed landscaping plan for the property.

Mr. Corey asked about the wall on the easement. Mr. Freijomel responded.

Mr. Small asked about the landscaping that will remain, especially on the east side. Mr. Jackman responded.

Matt Jackman, Nievera Williams Design, reviewed the landscaping to remain.

Motion made by Mr. Vila and seconded by Mr. Garrison to approve the request as presented with the caveats to sod and irrigate the property within 30 days. Motion carried with all in favor.

[B-050-2017 Demolition](#)

Address: 1565 N. Ocean Way
Applicant: Rick Kozell for George and Frayda Lindemann
Architect: Eugene Pandula, Architect
Project Description: Request approval for the demolition of a one story (approx. 8,214 sq. ft.) brick main structure with clay barrel tile roof. The main structure also includes a below grade automobile garage at the northwest corner and a (approx. 480 sq. ft.) tower element at the east facade. Request approval for the demolition of a one story (approx. 432 sq. ft.) brick cabana structure with clay barrel tile roof located to the south of the main structure. Request approval for the demolition of the existing generator building. Request approval for the removal of the existing swimming pool and all on grade walkways, terraces, porches, and loggias related to the main structure and cabana. Request approval for the removal of the automobile drive except as noted below. The existing site wall, main gate and service gate along North Ocean Way are to remain. At both the main gate and service gate, approximately 40 feet of the existing automobile

drives into the property will remain. All perimeter landscaping is to remain, and, landscaping adjacent to the structures to be demolished will be relocated, to the fullest extent possible. Grade at the location of the demolished structures will be leveled to meet existing adjacent grade elevations, sodded and irrigated.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Pandula presented the proposed demolition plan for the existing structures and provided a history of the house when placed under consideration for landmark status. He presented a demolition report, location map, floor plans, elevations, photos of the existing structures, both exterior and interior. Mr. Pandula also presented the proposed landscaping plan for the property.

Ms. Shiverick asked if any of the original materials would be repurposed. Mr. Pandula responded.

Motion made by Mr. Small and seconded by Mr. to approve the request as presented with the caveats to sod and irrigate the property within 30 days, restricting all demolition to the site as well as maintaining all of the perimeter landscaping. Motion carried with all in favor.

[B-053-2017 New Construction](#)

Address: 671 Island Drive

Applicant: Mr. & Mrs. Roger Taylor

Architect: MP Design & Architecture/McAlpine

Project Description: Proposed new two-story residence with two-car garage, landscape, hardscape and pool.

Call for disclosure of ex parte communication: Disclosure by several members.

This item moved to this location at the approval of the agenda, item V.

Mr. Perry presented the proposed plans for the project. He presented a location map, site plan, a streetscape, photos of the neighboring properties, floor plans and roof plan.

Ray Booth, McAlpine, presented colored renderings of the proposed project.

Ms. Shiverick asked about the material surrounding the windows. Mr. Perry responded. She stated she was in full support of the project as she is the neighbor across the street.

Mr. Vila stated he was in full support as well. Mr. Vila asked about the elevation of the proposed residence relating to the flood plain. Mr. Perry and Mr. Page provided explanation. Mr. Vila questioned whether they should amend their plans in anticipation of the new flood plains. Mr. Vila suggested that the bedroom on the first floor have some solar control. Mr. Vila asked if LEED had been considered in the design. Mr. Perry responded.

Mr. Ives expressed concern about the design lacking some native roots to Palm Beach and suggested looking at alternative materials.

Mr. Garrison stated he was in support of the project. He asked about the proposed color. Mr. Booth responded. Mr. Garrison suggested using solar glass on the west side. Mr. Perry responded.

Mr. Corey asked about the finished floor elevation. Mr. Perry responded. Mr. Corey expressed concern that the rendering does not match the condition of the elevations. Mr. Perry responded. Mr. Corey also agreed with Mr. Ives comments and suggested a warmer white for the color choice as well as softer materials.

Mr. Small stated he was in favor of the design and thought it fit in the neighborhood.

Mrs. Vanneck asked about the proposed glass. Mr. Perry responded.

Mr. Vila requested to see a sample of the proposed glass.

Fernando Wong presented the proposed landscaping for the property. He presented two east elevation renderings on the overhead projector.

Mrs. Vanneck asked about the height of the perimeter landscaping. Mr. Wong responded. Mrs. Vanneck provided her preference for the higher hedge. Mr. Johnston stated that they would be happy to raise the hedge.

Mr. Wong presented two west and south elevation renderings on the overhead projector. Mrs. Vanneck stated the Commission usually allows small changes on the overhead but these changes were substantial. She also stated that new plans were required to be submitted.

Mr. Corey was in favor of much of the plan but suggested more landscaping on the northwest corner.

Mr. Garrison requested the final landscaping plans would come back to the next meeting.

Mr. Vila was in favor of the landscaping plan but cautioned the architect to keep in mind the hot summers when determining the material to be used. Mr. Vila was also in favor of restudying the landscaping.

Ms. Grace suggested a softer landscaping for the contemporary house. She was in favor of the proposed landscaping in front.

Ms. Shiverick suggested to lower the height of the perimeter landscaping to provide more views to the home.

Mr. Garrison requested that new plans show the finished height of the hedge compared to the finished height of the residence.

Motion made by Mr. Vila and seconded by Mr. Small to approve the architecture with the suggestion to look at the future FEMA flood plains, with the caveat to return to the July 26, 2017 with window samples and to defer the landscaping to the July 26, 2017 meeting. Motion carried 5-2 with Messrs. Ives and Corey opposed.

B. **MAJOR PROJECTS-OLD BUSINESS**

B-001-2017 Additions/Modifications

*ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO
VARIANCE(S)* - Done 5/24/17

Address: 242 Cherry Lane

Applicant: 242 Cherry Lane, LLC/James C. Paine, Jr. – Agent, Architect

Architect: James C. Paine, Jr.

Project Description: Two story addition to single family residence, including demolition of non-conforming portion of existing residence.

A motion carried at the January meeting to defer the project to the March meeting for an aggressive restudy. A motion carried at the March meeting to defer the project to the April meeting at the request of the architect. A motion carried at the April meeting to defer the project to the May meeting. At the May meeting, a motion carried that the implementation of the proposed variance would not cause negative architectural impacts to the subject property. A second motion carried to approve the project as presented with the exception to restudy the front entrance design, garage doors and fascia boards to return with a revised design at the June meeting.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Paine presented the proposed modifications for the residence. He also told the Commission that the Town Council approved the variance requests. He presented the original front porch as well as the modified front porch. He presented a third option for the front porch on the overhead projector, which showed the louvered columns removed.

Motion by Mr. Vila and seconded by Mr. Small to approve the project as presented. Motion carried with all in favor.

B-008-2017 New Construction

*ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SITE PLAN
REVIEW*

Address: 235 Via Vizcaya

Applicant: 235 Via V PB, LLC

Architect: Pat Segraves, SKA Architect + Planner

Landscape Architect: Steve West, Parker-Yanette Design Group, Inc.

Project Description: Mediterranean Revival style two-story home to be 7,444 square feet consisting of four bedrooms, six and one half bathrooms, kitchen, dining room, family room, living room, library, loggias, two-car garage and guest apartment. Final landscape, hardscape and drainage to be included.

SITE PLAN REVIEW INFORMATION: The applicant is requesting a site plan review to allow the construction of a 7,444 square foot two-story, single family residence on a non-conforming platted lot which is 15,344 square feet in area in lieu of the 20,000 square foot minimum area required; 47.25 in width in lieu of the 125 foot minimum required; and 97.58 feet in depth in lieu of the 150 foot minimum required.

A motion carried at the January meeting to defer the project to the February meeting at the request of the architect. A motion carried at the February meeting to defer the project to the April meeting for major restudy. A motion carried at the April meeting to defer the project to the June 28, 2017 meeting for restudy.

This item was deferred to the July 26, 2017 meeting with the approval of the agenda, Item V.

[B-009-2017 New Construction](#)

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SITE PLAN REVIEW

Address: 12 Via Vizcaya

Applicant: JDC Florida Properties, LLC

Architect: Pat Segraves, SKA Architect + Planner

Landscape Architect: Steve West, Parker-Yanette Design Group, Inc.

Project Description: Classical Style two-story home to be 6,958 square feet consisting of 4 bedrooms, five and one half bathrooms, kitchen, dining room, family room, library, loggias, and two car garage. Final landscape, hardscape and drainage to be included.

SITE PLAN REVIEW INFORMATION: The applicant is requesting a site plan review to allow the construction of a 7,444 square foot two-story, single family residence on a non-conforming platted lot which is 15,344 square feet in area in lieu of the 20,000 square foot minimum area required; 47.25 in width in lieu of the 125 foot minimum required; and 97.58 feet in depth in lieu of the 150 foot minimum required.

A motion carried at the January meeting to defer the project to the February meeting for major restudy. A motion carried at the February meeting to defer the project to the April meeting for restudy. A motion carried at the April meeting to defer the project for better coordination with the proposed home at 235 Via Vizcaya and to restudy the scale of the home.

This item was deferred to the August 23, 2017 meeting with the approval of the agenda, Item V.

Please note: A short break was taken at 10:27 a.m. the meeting resumed at 10:38 a.m.

[B-020-2017 Modifications](#)

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE -

Done 4/26/17

Address: 202 Onondaga Ave.

Applicant: 202 Onondaga LLC

Architect: Anne Fairfax & Jaime Torres/Fairfax, Sammons & Partners

Project Description: Renovations to existing one story residence and partial 2nd floor addition to same. Landscape and hardscape changes included.

VARIANCE INFORMATION: The applicant is requesting approval to demolish greater than fifty percent (50%) of the existing cubic footage by taking off existing roof trusses and adding a second story addition with a pitched roof off the one story house. The following variances are being requested: a) an east side yard setback of 11.8 feet in lieu of the 15 foot minimum required, b) a west side yard setback to remain of 9.8 feet in lieu of the 12.5 foot minimum setback required. ***ARCOM DID NOT SUPPORT THIS VARIANCE REQUEST***

At the April meeting, a motion carried that the proposed project can be designed in an architecturally suitable manner which conforms to our code of ordinances without the need for a variance. A second motion carried to defer the project to the June 28, 2017 meeting for restudy.

Call for disclosure of ex parte communication: Disclosure by several members.

Frank Lynch, attorney for the applicant, stated that his client is still seeking a diminished variance on west side for the non-conformity but has eliminated the east side variance.

Ron Kolins, attorney on behalf of 23 neighbors, asked to speak on a point of order. Mr. Kolins stated that the application for the project is defective due to the fact that a member of ARCOM has a conflict of interest on the case and it was not disclosed on the application and agenda. Mr. Randolph responded and stated that it did not make the application defective. Mr. Kolins read the Code of the section regarding the conflict of interest and asked that the application be dismissed. Mrs. Vanneck stated that the Commission has already heard the application and thinks they should continue to do so. Mr. Randolph asked how the public has been prejudiced by the information not appearing on the application. Mr. Kolins responded. Mr. Randolph stated he still thinks they should hear the application.

Motion made by Mr. Small and seconded by Mr. Garrison to continue hearing the application. Motion carried by all in favor.

Mr. Kolins stated that the notice to the neighbors is factually incorrect as the description of the project was not accurate. Mrs. Vanneck asked about the notice was sent out to the neighbors. Mr. Torres provided an explanation for the project

description. Mr. Randolph stated he did not feel the notice was defective and that the Commission could continue hearing the project.

Ms. Fairfax presented the modifications for the proposed residence. She presented a comparison of heights, site plan, existing and proposed roof plans.

Jaime Torres presented a cubic content ratio diagram for the residence.

Ms. Fairfax presented a streetscape, floor plans and colored, rendered elevations.

Mr. Torres stated that the bulk of the changes have to do with the massing of the building. Mr. Torres presented the modifications to the proposed residence. He stated the person most affected by the changes to the home was the neighbor to the south, who supports the project. Mr. Torres presented colored renderings of the proposed home.

Mr. Small asked for clarification for the garage design. Mr. Castro explained the requirements for a garage.

Mr. Ives was in favor of the changes. Mr. Ives stated he did not think the variance request negatively affected the architecture. He thought the house was charming and was sensitive in its design.

Mr. Corey stated that the plans and drawings are not all consistently oriented in the north direction. He asked for all of the architects to do so in the future.

Mr. Corey was in favor of the color and quoins. He asked about the height roof pitch. Mr. Torres provided an explanation. Mr. Corey stated he was in favor of the lower roof profile. Mr. Corey asked about the amount of demolition. Mr. Corey questioned the need for the variance.

Mr. Garrison favorably discussed the proposed setbacks. He stated he was in favor of the design and thought it was sensitive to the neighbors.

Mr. Vila agreed with Mr. Ives and Mr. Garrison and stated his support of the project. He also stated that the design was sensitive in its design.

Ms. Grace was in favor of the design but preferred the first design. She questioned whether the home fit into the neighborhood.

Ms. Shiverick asked about the proposed angle of vision. Mr. Torres responded. Ms. Shiverick stated her agreement with Messrs. Ives, Vila and Garrison.

Ms. Catlin was in agreement with the other Commissioners. She asked for clarification on the variance request. Mr. Torres responded.

Mr. Small asked for clarification about the amount of the structure to be demolished. Mr. Torres responded.

Mr. Torres showed a one-story footprint would look like on the site. He stated his reasons for keeping part of the existing home.

Michael Conville with Beacon Construction, talked about the savings in the building timeframe as well as a savings in the cost to salvage the existing home.

Matt Jackman, Nievera Williams Design, presented the proposed landscaping for the residence. He presented a site plan, a rendered site plan and colored renderings.

Mrs. Vanneck suggested the palm tree on the eastern side be moved westward to mitigate the two-story element.

Mr. Kolins submitted a list of 23 homeowners that he was representing to the clerk. He asked for the project to be deferred, as the notice was incorrect to the public. Mr. Torres responded to Mr. Kolins's objection. Mr. Randolph stated his opinion to allow the Commission to continue hearing the project. Mrs. Vanneck stated her reasons for allowing the application to be heard. Mr. Kolins stated his objections that the rules and Code were not followed.

A second motion by Mr. Garrison and seconded by Mr. Vila to deny Mr. Kolins request. Motion carried with all in favor.

Mr. Kolins, on behalf of the 23 homeowners, stated his objections to the project and his reason that he believes the Commission should deny the application.

John Dotterer, 1470 N Ocean Blvd, stated his credentials. He presented and reviewed materials submitted in objection to the proposed residence. He requested the Commission to deny the application.

Susan Gary, 229 Onondaga Ave, stated her objections to the proposed project.

Anne Pepper, read a statement from Susan Watts, 44 Cocoanut Row, who objects to the project.

Anne Pepper, 333 Seaspray Ave, stated her objections to the proposed project.

Frank Lynch, attorney for the applicant, presented material in rebuttal to the opposition. Mr. Kolins provided rebuttal to the comments made by Mr. Lynch. Mr. Lynch provided rebuttal to the comments made by Mr. Kolins.

Mr. Ives stated that he did not have any preconceived opinions about the project and looks only at the architecture when making his decision.

Mr. Small stated his reasons for not voting in favor of the project.

Mr. Garrison read an excerpt from one of the neighbors on Debra Lane and stated his reasons for supporting the design.

Ms. Grace asked for clarification on the map that Mr. Lynch presented. Mr. Lynch responded. She expressed her reasons for why this design is too dissimilar for the neighborhood.

Mr. Ives restated his reasons that he is supporting the project.

Ms. Catlin stated that the design is very considerate to the street.

Mr. Vila stated his reasons that he is supporting the project.

Ms. Grace stated she was in favor of the architecture but was concerned about its location in the neighborhood.

Mr. Corey stated he was in support of the architectural but thought the roof could be lowered. He also stated the house could be restudied to eliminate the variance.

Mrs. Vanneck stated she was in favor of the architecture but thought the variance could be eliminated. She stated her reasons for supporting the design.

A third motion made by Mr. Vila and seconded Ives by that the implementation of the proposed variance will not cause negative architectural impacts to the subject property. Motion failed 4-3 with Mses. Vanneck, Grace and Messrs. Small and Corey opposed.

Mr. Vila expressed his concern and questioned how the project could be designed in order to eliminate the variance.

A fourth motion made by Mr. Corey and seconded by Grace the proposed project can be designed in an architecturally suitable manner, which conforms to the Town of Palm Beach Code of Ordinances without the need for a variance. Motion carried 4-3 with Messrs. Garrison, Ives and Vila opposed.

A fifth motion made by Mr. Corey and seconded by Mr. Small to defer the project for one month to the July 26, 2017 meeting. Motion carried 4-3 with Messrs. Ives, Vila and Garrison opposed.

[B-021-2017 Additions/Modifications](#)

Address: 1900 S. Ocean Blvd.

Applicant: Keith Frankel

Architect: Nievera Williams Design

Project Description: Main entry gate with columns and service gate with columns.

At the May meeting, a motion carried to defer the project to the June 28, 2017 meeting for restudy.

Call for disclosure of ex parte communication: Disclosure by several members

Mr. Williams presented the proposed modifications to the project. He presented a site plan and renderings of the proposed gates. Mr. Williams presented an alternative gate option on the overhead projector.

Ms. Shiverick asked about the style of the house. Mr. Williams responded.

Mr. Vila stated he was in favor of the alternative gate.

Motion made by Mr. Vila and seconded by Mr. Small to approve the alternative gate presented. Motion carried with all in favor.

[B-024-2017 Demolition/New Construction](#)

Address: 144 Seminole Ave.

Applicant: Ebil Management Limited

Architect: Daniel Menard/LaBerge & Menard, Inc.

Project Description: Demolition of existing 1-story single-family residence and construction of a new 2-story single-family residence, new hardscape and landscape.

At the April meeting, a motion carried to approve the demolition. A second motion carried to defer the project to the June 28, 2017 meeting for restudy as well as a request for more details in the next presentation.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Menard presented the modifications to the proposed residence. He showed the Commission a location map, photographs of the surrounding neighborhood homes, a site plan, floor plans, roof plan, inspirational photos, elevations, colored renderings, materials and details. Mr. Menard showed a video of the proposed residence.

Mr. Vila thought the design was improved. He asked a question about the quoins. Mr. Menard responded.

Ms. Grace expressed a concern that the proposed home is too similar on the street. She also stated that the house is heavy and questioned the quoins, the balcony and the front door design. Mr. Menard responded.

Mr. Corey was in favor of the new design. He said he thought the house fit in on the street. He suggested to lighten the house color a little bit. Mr. Menard responded. Mr. Corey asked about the height of a window. Mr. Menard responded.

Ms. Shiverick thought the balconies should be less busy in their design. Mr. Menard responded. They had a short discussion regarding the color of the home.

Mr. Ives was in favor of the new design and thought this home would fit into the neighborhood. Mr. Ives offered some fenestration suggestions.

Mr. Garrison suggested simplifying the railing. Mr. Garrison addressed the issue of the proposed color. He also questioned whether the quoins were too wide. Mr. Garrison stated he was in favor of the design.

Matt Jackman, Nievera Williams Design, presented the proposed landscape and hardscape plan. He showed the Commission a rendered site plan and rendered elevations.

Mrs. Vanneck thought the landscape plan was excellent.

Motion made by Ms. Grace and seconded by Mr. Corey to approve the plans as presented with the caveat to return to the Commission at the July 26, 2017 meeting with a new balcony design and a restudy of the quoins. Motion carried with all in favor.

Please note: A lunch break was taken at 1:10 p.m. The meeting resumed at 2:11 p.m.

[B-029-2017 Additions/Modifications](#)

ARCOM TO MAKE RECOMMENDATIONS RELATIVE VARIANCES -

Done 4/26/17

Address: 1055 N. Ocean Blvd.

Applicant: 3200 Washington, LLC

Architect: Pat Segraves/SKA Architect + Planner

Landscape Architect: Keith Williams/Nievera Williams Design

Project Description: Major renovation of existing one story 6,667 square foot home. Partial demolition of first floor to include trellis area, addition of 4,665 square foot second floor, and change of style to Mediterranean. Final landscape and hardscape to be included.

VARIANCE INFORMATION: The applicant is proposing to modify the existing one-story house by adding a 4,665 square foot second story pitched roof addition and adding a pitched roof and loggia element onto the existing one story portions of the house that are to remain. The following four variances are being requested in order to accomplish this: 1) A south side yard setback ranging from 7.4 feet to 9.9 feet in lieu of the 15 feet minimum setback required to add

the pitched roof onto the one story south wing of the house and the second story addition; 2) A north side yard setback ranging from the 5.1 feet to 8 feet in lieu of the 15 foot minimum setback required to add the pitched roof and loggia onto the one story north wing of the house and the second story addition. Both sides are proposed to have 2 foot overhangs for the pitch roof which is allowed by code. ***ARCOM DID NOT SUPPORT THIS VARIANCE REQUEST***

At the April meeting, a motion carried that the implementation of the proposed variances will cause negative architectural impacts to the subject property and that the proposed project can be designed in an architecturally suitable manner which conforms to our Code of Ordinances without the need for a variance. A second motion carried to defer the project to the June 28, 2017 meeting for a major restudy.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Segraves presented the modified plans for the residence. He showed the Commissioners existing photos, site plans, streetscape, floor plans, elevations and rendered elevations.

Mr. Corey verified that the applicant was not requesting any variances. Mr. Segraves responded and Mr. Elliott provided clarification. Mr. Castro also provided an explanation on the variance requests.

Ms. Grace asked about the fenestration on the east elevation. Mr. Segraves responded.

Mr. Castro informed the Commission about a possible issue with the side loaded garage and the back out space in the easement.

Mrs. Vanneck asked if the Commission could make a determination about the project or if it should be deferred. Mr. Castro stated that a decision could be made, subject to a final determination on the side load garage.

Mr. Corey thought the new design was better but questioned the wings sections.

Mr. Vila inquired about the approach and entrance the house. Mr. Segraves responded. Mr. Vila questioned the lack of identity for the front door. He suggested a balustrade across the flat roofs. Mr. Segraves responded. Mr. Vila thought the house was improved.

Mr. Garrison questioned the placement of the second floor. Mr. Segraves responded. Mr. Garrison stated that he liked the house but questioned the second floor and thought it needed some restudy.

Mr. Small thought the improvements enhanced the new design. Mr. Small questioned the wall on the north side of the property. Mr. Segraves responded.

William Rickman, owner, discussed the wall on the north part of the property.

Mrs. Vanneck questioned the placement of the second story. Mr. Segraves responded.

Keith Williams, Nievera Williams Design, presented the proposed landscape plan for the residence. He showed the Commissioners a rendered site plan and colored, rendered elevations.

Joel Koeppel, attorney for the applicant, informed the Commission about the agreement for the driveway easement that is still relevant.

Mr. Garrison asked for more clarification on the alternative garage design. Mr. Segraves responded.

Mr. Corey was in favor of the landscape design however, he did not support the architecture.

Motion made by Mr. Corey and seconded by Mr. Garrison to defer the project to the July 26, 2017 to restudy the architecture. Motion carried 5-2 with Messrs. Small and Vila opposed.

Mr. Small questioned whether the Commission provided enough direction for restudy. Mr. Garrison provided some further direction to Mr. Segraves. Mr. Rickman addressed some of the design issues. Mr. Corey provided his opinions on the design issues. Mr. Vila added some design suggestions.

[B-035-2017 Landscape/Hardscape](#)

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SITE PLAN REVIEW WITH VARIANCE(S)

Address: 3030 S. Ocean Blvd.

Applicant: The PalmBeacher Apartments Inc.

Architect: Lynn Bender

Project Description: The PalmBeacher condominium building was originally constructed in the 1960's and is now seeking approval for landscape & hardscape improvements to the rear property (east side of building facing ocean), which were initially triggered by the re-construction of a new seawall in 2015-2016. Proposed renovations include all new plantings, a pool deck expansion with new perimeter fencing, decorative columns and gates. A pergola is proposed over the existing bath building. A new paver walk leading to the proposed relocated beach access steps will restore this path to its original location prior to the seawall construction. A new awning is proposed in place of the previously removed covered overhang at the main lobby entrance. The proposed renovations are both functional and aesthetic in nature and will dramatically improve the current conditions at the property for both the residents of the PalmBeacher and their neighbors who overlook the property.

SITE PLAN REVIEW INFORMATION: The applicant is requesting a site plan review to add additional paving in the eastern (pool) area and add an awning over the main building entrance on this nonconforming property. The following variances are requested: 1) a variance to increase lot coverage by adding a 360 square foot awning at the front entrance. This will increase lot coverage from 26.86% to 27.75% in a district that allows a maximum lot coverage of 20% for special exception buildings; 2) A variance to decrease landscaped open space from 14.0% to 12.6% by adding 573 square feet of additional paving in the pool area. This district required minimum landscaped open space of 35%; 3) A side (south) setback variance to allow a new trellis on top of the existing pool building to extend further into the side setback. The required side setback for the pool building, which is an enclosed 9.0' high accessory structure, is 30'. The existing pool building is 10.77' from the side property line. The proposed trellis would extend an additional 2.87' into the setback, creating a new side setback at that point of 7.9' in lieu of the 30' required; 4) a south (side) setback variance to allow the new awning at the front entrance to extend into the side setback. The required side setback for the building is 55.30', the height of the building. The building is 49.92' from the side property line. The proposed awning would extend an additional 12.0' into the setback, creating a new side setback at that point of 37.92' in lieu of the 55.30' required.

At the May meeting, a motion carried to defer the project to the June 28, 2017 at the request of the architect.

Call for disclosure of ex parte communication: Disclosure by several members.

Jamie Crowley, attorney for the applicant, explained the variance request in which they are seeking a favorable recommendation to the Town Council.

Lynn Bender presented the modifications for the proposed project. She presented aerial photos, existing site photos, a site plan, rendered drawings, a landscape plan and detail sheets.

Mr. Corey stated he would be in favor of supporting all of the requests. He questioned the awning design and suggested using trees or restoring the old canopy. Ms. Bender responded.

Mr. Vila thought the requests were reasonable. He asked Ms. Bender about a proposed fence on the south side. Ms. Bender responded.

Ms. Grace was in favor of the changes but addressed a concern received about a walkway accessible for wheelchairs. Ms. Bender responded.

Mrs. Vanneck stated her concern about the trellis and the bougainvillea. Ms. Bender responded.

Mr. Crowley asked if the variance for the trellis could be approved subject to the plant material.

Mr. Corey suggested an approval with the plant species to be staff approved by Mrs. Vanneck.

Richard Manno, resident, expressed his concern about the proposed plan. He submitted additional letters of objections to the clerk. Mrs. Vanneck asked if Mr. Manno if he would support a larger variance request. Mr. Manno responded.

John Pineau, resident, expressed his concern about the proposed plan.

Mr. Garrison questioned whether the association had a consensus.

Mr. Small asked if this was a co-op or an apartment. Mr. Crowley responded and added some clarification. Mr. Crowley also stated that the board met and approved the application.

Mr. Garrison confirmed that the board approved the application. Mr. Crowley responded.

Motion made by Mr. Vila and seconded by Mr. Corey to approve the project as presented. Motion carried with all in favor.

Mrs. Vanneck asked about the ADA accessibility. There was a short discussion about the design for the ADA concerns. Mr. Small asked if the motion maker would add to the motion that the pavers are embedded into pavement.

Motion amended by Mr. Vila and seconded by Mr. Corey to approve the project as presented with the caveat that the pavers are embedded into the pavement to address the ADA accessibility concerns. Motion carried with all in favor.

[B-039-2017 Additions/Modifications](#)

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCES

- Done 5/24/17

Address: 214 Queens Ln.

Applicant: Larry & Katie Alexander

Architect: LaBerge and Menard

Project Description: One story Kitchen/Family room addition with a roof covered loggia added to the existing two-story residence located at the rear yard. New landscape/hardscape.

A motion carried at the May meeting that the implementation of the proposed variance would not cause negative architectural impacts to the subject property. A second motion carried to approve the project as presented with the caveats to remove the proposed fountain and to restudy the driveway material to return with a plan at the June 28, 2017 meeting.

Call for disclosure of ex parte communication: Disclosure by several members.

Steve West presented the proposed modified landscape plans. Mr. West showed the Commissioners photos of the existing site and a rendered site plan.

Motion made by Mr. Vila and seconded by Mr. Small to approve the plans as presented. Motion carried with all in favor.

Mr. Page asked the Commissioners to make a motion concerning site plan review with variances request for the project B-035-2017 3030 S. Ocean Blvd.

Motion made by Mr. Vila and seconded by Mr. Garrison that implementation of the proposed site plan review with variances will not cause negative architectural impact to the subject property. Motion carried with all in favor.

[B-041-2017 Additions/Modifications](#)

Address: 288 Sandpiper Dr.

Applicant: Kelly Williams

Architect: MP Design & Architecture

Project Description: Two story addition with loggia to existing two-story residence. All finishes to match existing. Existing landscape to remain.

A motion carried at the May meeting to partially approve the project with the caveats to restudy the front entry portico as well as the three-car garage with a possible reconfiguration, both to return to the June 28, 2017 meeting.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Perry presented the modifications for the proposed project. He showed the Commissioners a site plan, floor plans, a roof plan and elevations that show the change in the garage design. He presented a modified colored, rendered elevations on the overhead projector. He stated that the owner is willing to change the front door to a mahogany front door.

Mr. Corey thought the changes were much better.

Motion to made by Mr. Vila and seconded by Mr. Small to approve the plans as presented. Motion carried with all in favor.

[B-044-2017 Landscape/Hardscape](#)

Address: 89 Middle Rd.

Applicant: 89 Middle Road LLC

Architect: Morgan Wheelock Inc.

Project Description: Revised landscape demolition plan addressing the buffer, sodding and irrigation of the property.

At the May meeting, a motion carried for a partial approval for all of the boundaries, with the exclusion of the western boundary. The motion also included the addition of the sea grapes to the southern boundary and to make sure that no trees are to be removed from the landscape buffers until the Commission provides the approval. The project is to return to the Commission at the June 28, 2017 meeting with a different solution for the western boundary.

Call for disclosure of ex parte communication: Disclosure by several members.

Greg Young, attorney for the owner, discussed the changes that have been completed since the last meeting. He also addressed the issues that would be presented to the Commissioners.

Adam Mills, Morgan Wheelock, presented the proposed modifications to the site. He stated that they have added an additional 10 feet for the utilities easement so the plans have changed. He presented a new plan for the buffer on S. County Rd. and rendered elevations on the overhead projector.

Mrs. Vanneck asked if Ms. Patino and Mr. Keefer are in agreement.

Phil Brady, on behalf of the Keefers, stated that Morgan Wheelock has worked with the Keefers on a solution.

Mr. Vila suggested that they consider something different rather than the Travelers Palms that were presented. He suggested more tropical plants.

Mrs. Vanneck stated that the landscape would not be the final landscaping for the property and that it is temporary. Some discussion continued on this issue.

Mr. Corey was in favor of the project and was glad the neighbors were in agreement.

Motion made by Mr. Corey and seconded by Mr. Vila to approve the project as presented.

Mr. Garrison questioned the timeline. Mr. Young responded.

Motion carried with all in favor.

C. **MAJOR PROJECTS-NEW BUSINESS**

B-006-2017 Additions/Modifications

***ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO
VARIANCE(S)***

Address: 218 Miraflores Drive

Applicant: Vera Alfieri Monforte

Architect: Gregory Bonner/B1 Architects

Project Description: Partial second floor addition to an existing one story single-family residence.

VARIANCE INFORMATION: The applicant is proposing to construct a 1,230 square foot second story addition on the west side of the one story residence that will create two bedrooms, a gym and two bathrooms. The following variances are being requested: 1) lot coverage of 33.7% in lieu of the 30% maximum allowed for a two story residence, 2) a west side yard setback of 13 feet in lieu of the 15 foot minimum required, 3) a rear yard setback of 13.91 feet in lieu of the 15 foot minimum required.

This item was deferred to the July 26, 2017 meeting with the approval of the agenda, Item V.

[B-036-2017 Generator](#)

Address: 184 Bradley Place

Applicant: Parc Regent Condominium Associations, Inc.

Architect: Ralph Cantin, AIA

Project Description: New 400kW generator building and landscape in north garden.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Cantin stated this plan received approval by the Town Council in June. He presented the site plan and the proposed plan for the generator.

Motion made by Mr. Garrison and seconded by Mr. Corey to approve the plan as presented. Motion carried with all in favor.

[B-046-2017 Landscape/Hardscape](#)

Address: 1236 S. Ocean Blvd.

Applicant: Margaret B. Thornton

Architect: Dustin Mizell/Environment Design Group

Project Description: Addition of two tennis courts. One court will be a hard court and the other a grass court. Additionally, landscaping will be provided to buffer courts accordingly. Parking area will be included.

Call for disclosure of ex parte communication: Disclosure by several members.

Dustin Mizell presented the proposed plan for the project. He showed the Commissioners an aerial photo on the overhead project. He also presented a site plan, proposed landscape plan, existing photos, a rendered site plan, and details of materials. Mr. Mizell read the neighbor's concerns and stated his plan to address those concerns.

Mr. Vila asked about the drainage for the site. Mr. Mizell provided an explanation. Mr. Vila asked if there was a plan to add a bathroom and lighting. Mr. Mizell responded.

Ms. Grace asked about the placement of the hard court and soft court in relation to the neighbors. Mr. Mizell responded.

Barbara Hall, attorney for neighbor at 100 Emerald Beach Way, expressed objections to the proposed tennis courts.

Mr. Mizell showed a photo of the existing site at 100 Emerald Beach Way and expressed his client's need to buffer the neighbor's property to the east.

Mr. Vila suggested that the neighbors resolve the project and defer the project. Mr. Mizell responded.

Motion made by Mr. Garrison and seconded by Mr. Small to approve the project as presented. Motion carried with all in favor.

[B-047-2017 Additions/Modifications](#)

Address: 135 Gulfstream Road

Applicant: Michael Bickford

Architect: Daniel Kahan/Smith and Moore Architects

Project Description: Modification to existing entry door. New vehicular gate. Associated landscape and hardscape modifications.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Kahan presented the proposed modifications for the residence. Mr. Kahan presented photographs of the existing site, a site plan, photographs of neighboring residences, elevations and detailed drawings.

Mr. Garrison made a suggestion for the shutters.

Mr. Corey asked if the main gate was approved at a previous meeting. Mr. Kahan responded. Mr. Corey suggested removing the shutters on the rear of the home. He also was not in favor of the vehicular gate.

Mr. Small stated he was in favor of the proposed vehicular gate.

Motion made by Mr. Vila and seconded by Mr. Small to approve the project as presented. Motion carried 5-2 with Messrs. Corey and Garrison opposed.

Please note: A short break was taken at 4:23 p.m. The meeting resumed at 4:31 p.m.

[B-052-2017 New Construction](#)

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SPECIAL EXCEPTION WITH SITE PLAN REVIEW

Address: 158 Everglade Ave.

Applicant: Stephen & Delores Wolf

Architect: Pat Segraves/SKA Architect + Planner

Project Description: New two story Mediterranean style home to be approximately 4,200 square feet. Home will consist of four bedrooms, five and one half bathrooms, living room, kitchen, family room, laundry room and two-car garage. Final landscape to be included.

SPECIAL EXCEPTION WITH SITE PLAN REVIEW INFORMATION: The applicant is requesting a special exception with site plan review to allow the construction of a 4,302 square foot two-story single family residence on a lot comprised of portions of platted lots. The lot is 85 feet in width in lieu of the 100 foot minimum required.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Page stated that the notice for the project did not reference the demolition. Therefore, Mr. Segraves would be able to informally present his project to the Commission.

Mr. Segraves informally presented the proposed plans for the new residence. He showed the Commission photographs of surrounding properties, an aerial map, a site plan, streetscape, floor plans, colored, rendered elevations, elevations and detail sheets.

Mr. Garrison questioned the asymmetrical front door and suggested some differentiation.

Mr. Corey was in favor of the design but questioned the width of the three windows on the first floor on the north elevation.

Ms. Grace asked about the neighboring homes and questioned the massing of the proposed home on the street. She also questioned the surround of the door.

Mr. Vila suggested reducing the three windows on the first floor, north elevation. He also suggested adding trim to the second story windows on the north elevation. He suggested integrating the chimney on the east elevation.

Ms. Shiverick was in favor of the design and asked for quality materials to be used.

Mrs. Vanneck suggested reducing the center proportion and well as all over.

Gary Dunkel, attorney for Leslie Johnson at 144 Everglade Ave., expressed concerns for the proposed project, especially with the east elevation.

Motion made by Mr. Vila and seconded by defer the project to the July 26, 2017 meeting for restudy and to allow the architect to notify the neighbors of the proposed demolition. Motion carried with all in favor.

B-054-2017 New Construction

Address: 446 N. Lake Way

Applicant: Stephen A. Levin

Architect: Benjamin Schreier/Affiniti Architects

Project Description: New contemporary 2 story home and 1 story accessory garage totaling 13,093 gross s.f. and associated landscaping, hardscape and swimming pool.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Schreier presented the proposed plans for the new residence. He showed the Commissioners an aerial map, photographs of the existing residence, photographs of the neighboring properties, floor plans, roof plan, colored renderings and discussed the materials to be used. Mr. Schreier showed the Commission a video of the proposed residence. He showed the Commissioners samples of the materials and a model of the residence while answering the Commissions questions about the materials.

Mr. Small asked about the vacant lot to the south of the property. Mr. Schreier responded. Mr. Small was in favor of the setback for the proposed home. Mr. Small also suggested removing the gate to provide an unobstructed view of the water feature.

Mr. Corey was in favor of the home but questioned the style of the home in this location.

Mr. Vila also questioned the gate and suggested a restudy. Mr. Vila questioned the color of the water feature at night. Mr. Vila asked if any thoughts were given to energy efficiency. Mr. Schreier responded. Mr. Vila asked about the proposed fenestration. Mr. Schreier responded. Mr. Vila suggested using a lighter tabby for the driveway.

Ms. Catlin was in favor of the design and thought it fit into the street very well.

Mr. Ives questioned the design of the residence and thought it looked more like a commercial building rather than a home. Mr. Ives thought this home needed a major restudy.

Ms. Grace stated she thought the design was cold and similar to a hotel but was appreciative that the house was set back from the road. She suggested some plantings in front of the water feature to soften the view.

Mr. Small reminded the Commissioners about other contemporary homes in the area and was in favor of the design.

Mrs. Vanneck expressed concern about the water feature, the amount of glass on the house and the view from the lake view. She also expressed concern about its location next to the most iconic homes in Palm Beach. She thought the proposed home was very dissimilar in the area.

Mr. Vila agreed with Mrs. Vanneck's comments and thought this looked too commercial.

Motion made by Mr. Vila and seconded by Mr. Corey to defer the project to the August 23, 2017 meeting for a major restudy. Motion carried 4-3 with Messrs. Ives, Garrison and Mrs. Vanneck opposed.

[B-057-2017 Additions/Modifications](#)

Address: 130 Dolphin Rd.

Applicant: 130 Dolphin Rd LLC

Architect: Richard F. Sammons/Fairfax, Sammons & Partners

Project Description: Renovation and partial first and second floor additions to existing one story residence. Landscape and hardscape changes.

This item was deferred to the July 26, 2017 meeting with the approval of the agenda, Item V.

[B-058-2017 New Construction](#)

Address: 217 El Pueblo Way

Applicant: Channel RE, LLC

Architect: Pat Segraves/SKA Architect + Planner

Project Description: New two-story Monterey style home to be approximately 5,000 square feet. Home will consist of four bedrooms, five and one half bathrooms, living room, dining room, kitchen, family room, library, loggia(s) and two-car garage.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Segraves presented the proposed plans for the new residence. He showed the Commissioners an aerial map, site plan, photographs of surrounding properties, a streetscape, floor plans, elevations and colored, rendered elevations.

Mr. Vila was in favor of the design. He stated he thought it fit in on the street very well. He asked about the proposed roof tile. Mr. Segraves responded.

Mr. Garrison asked if there were any proposed gutters or downspouts. Mr. Segraves responded.

Ms. Grace and Mr. Corey were in favor of the design.

Steve West, Parker Yannette Design Group, Inc., presented the proposed plans for the landscape and hardscape design. He showed the Commissioners a rendered site plan and rendered elevations.

Motion made by Mr. Corey and seconded by Mr. Garrison to approve the project as presented. Motion carried with all in favor.

Mr. Page addressed a procedural issue for B-052-2017 158 Everglade Ave.

D. **MINOR PROJECTS - OLD BUSINESS**

A-018-2017 Landscape/Hardscape

Address: 2100 S. Ocean Blvd.

Applicant: The 2100 Condominium Association, Inc.

Architect: Tiffany D. May/WGI

Project Description: Landscape, hardscape and landscape lighting improvements to the guardhouse median, entry drive, porte cochère, and surface parking lots.

This item was deferred to the July 26, 2017 meeting with the approval of the agenda, Item V.

E. **MINOR PROJECTS-NEW BUSINESS**

A-021-2017 Modifications

Address: 375 S. County Rd., #101

Applicant: 375 South County Associates

Architect: Robert Haluha/Slattery & Associates

Project Description: Replace existing storefront windows along South County Road (west elevation) with Nanawall windows.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Haluha presented the proposed modifications for the project. He showed the Commissioners the elevations of the project.

Motion made by Mr. Garrison and seconded by Ms. Grace to approve the project as submitted with the caveat to keep the existing planters.

Mr. Vila asked about the stacking of the Nanawall

Motion carried with all in favor.

Please note: Mr. Corey left at 5:45 p.m. Ms. Shiverick voted in the absence of Mr. Corey.

[A-022-2017 Modifications](#)

Address: 405 N. Lake Way

Applicant: Mary E. Curran

Architect: Edward J. Heritage/Folding Shutter Corporation

Project Description: Install (39) openings, impact, colonial hurricane shutters, color white.

Call for disclosure of ex parte communication: Disclosure by several members.

A representative of the Folding Shutter Corporation presented the proposed modification to the residence. He showed the Commission photos of the existing residence and reviewed the materials to be used.

Motion made by Mr. Ives and seconded by Mr. Vila to approve the project as presented. Motion carried with all in favor.

[A-026-2017 Modifications](#)

Address: 149/141 Brazilian Avenue

Applicant: Tim and Gayle DeVries

Architect: Keith Williams/Nievera Williams Design

Project Description: Proposed site wall, entry column and landscape.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Williams presented the proposed modifications to the property. He showed the Commissioners a site plan, existing site photos and detail sheets.

Motion by Mr. Garrison and seconded by Mr. Small to approve the plans as presented. Motion carried with all in favor.

[A-029-2017 Modifications](#)

Address: 117 Everglade Ave.

Applicant: Joan Klann (contract purchaser)

Architect: Jacqueline Albarran/SKA Architect + Planner

Project Description: Replace all existing wood windows and doors with new impact aluminum windows and doors. Replace stained glass transoms in front façade with stucco insets. Remove existing shutters.

Call for disclosure of ex parte communication: Disclosure by several members.

Ms. Albarran presented proposed modifications to the residence. She showed the Commissioners an aerial map, photos of the neighboring properties, photographs of the existing property, elevations and showed a sample of the proposed window.

Ms. Shiverick asked about the infill of the arches. Ms. Albarran responded.

Motion made by Ms. Shiverick and seconded by Mr. Ives to approve the project as presented. Motion carried with all in favor.

[A-030-2017 Modifications](#)

Address: 1120 N. Lake Way

Applicant: 1120 North Lake Way, LLC

Architect: James C. Paine, Jr.

Project Description: At front (east) elevation, install black metal/glass decorative out swinging pair of doors over existing painted wood in swinging pair of doors. Existing doors to remain. At rear (west) elevation replace existing sliding glass doors with 5 pairs of French doors with elliptical transoms above, relocate bike trail access gate and steps south to north side of property.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Paine presented the proposed modifications to the residence. He showed the Commissioners colored, rendered elevations and an entry enlargement.

Ms. Grace asked about the proposed front door. She thought the proposed door was too busy.

Mrs. Vanneck agreed with Ms. Grace's comments. She stated her objections to the front door.

Ms. Shiverick asked if the front door was visible from the street. Mr. Paine responded. Ms. Shiverick was not in favor of the door shape.

Mr. Garrison questioned the design of the door. Mr. Paine responded.

Motion made by Mr. Garrison and seconded by Mr. Ives to defer the project to the July 26, 2017 meeting for restudy the detail that surrounds the ellipses and the doors at the rear elevation. Motion carried 6-1 with Ms. Grace opposed.

[A-031-2017 Modifications](#)

Address: 101 Indian Rd.

Applicant: Albert Rabil, III

Architect: John Lang/Lang Design Group

Project Description: Remove existing guesthouse driveway, proposed summer kitchen, mechanical room to existing cabana, garden trellis, 18" ht fountain basin, putting green, minor landscape enhancements, no changes visible from road.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Lang presented the proposed modifications to the residence. He showed the Commissioners an aerial map, existing photos of the site and site plans.

Mr. Small asked for confirmation that none of the changes were visible from the street and that all construction parking would be held on site. Mr. Lang responded.

Ms. Grace asked about the proposed columns. Mr. Lang responded.

Motion made by Mr. Small and seconded by Mr. Garrison to approve the project as presented with the caveat that all of the hedging and foliage remain, particularly along E. Inlet Dr and that all construction staging and activity take place on site. Motion carried with all in favor.

[A-032-2017 Landscape/Hardscape](#)

Address: 357 N. Lake Way

Applicant: Erik T. Waldin

Architect: Mario Nievera/Keith Williams

Project Description: Proposed addition of site wall along West and South property lines. New hardscape for parked vehicles, water feature at interior of drive, privacy walls and gates to separate driveway from backyard space.

Landscape to suit new layout.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Williams presented modifications to the proposed property. He presented a site plans, a rendered site plan and a photo of the proposed fountain.

Motion made by Mr. Garrison and seconded by Mr. Vila to approve the project as presented. Motion carried with all in favor.

[A-033-2017 Modifications](#)

Address: 224 S. Ocean Blvd.

Applicant: Armen Manoogian

Architect: Jose A. Gonzalez, Gonzalez Architects

Project Description: Proposed work includes a new roof skylight and replacement of windows on the second floor of the east façade of the main home, relocation of the driveway with new landscaping and low, stuccoed site wall. Work at cabana side of property is to include relocation of existing chain link fencing, minor landscaping and removal of deck pavers as indicated.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Gonzalez presented the proposed modifications for the residence. He showed the Commissioners renderings of the home, site plans, floor plans, elevations and section details.

Mr. Ives was in favor of the proposed landscaping but was not in favor of the proposed sky light.

Ms. Grace asked about the reconfigured chain link fence. Mr. Gonzalez responded. She was in favor of the changes.

Mr. Garrison was in favor of the proposed landscaping. Mr. Garrison asked about the landscaping on the north property line next to the beach. Mr. Gonzales responded.

Ms. Shiverick was not in favor of the sky light. Mr. Gonzalez responded.

Mr. Small agreed with Mr. Ives and Ms. Shiverick.

Motion made by Mr. Ives and seconded by Mr. Garrison to approve the project as presented with the exception to restudy the sky light and to return to the July 26, 2017 meeting for a new design. Motion carried with all in favor.

[A-036-2017 Modifications](#)

Address: 318 Caribbean Rd.

Applicant: Lillian Fernandez

Architect: Stephen Roy/Roy & Posey

Project Description: Modifications to an existing ARCOM approval to include rear railings of covered pavilions, color change to pavilions, and trellis covering of outside shower.

Call for disclosure of ex parte communication: Disclosure by several members.

Mr. Roy presented the proposed modifications to the residence. He showed the Commissioners a site plan, elevations and colored renderings.

Ms. Shiverick asked about the proposed blue color. Mr. Roy responded.

Ms. Grace asked if the color was visible from the street. Mr. Roy responded.

Motion made by Mr. Garrison and seconded by Mr. Vila to approve the project as presented. Motion carried with all in favor.

[A-037-2017 Modifications](#)

Address: 253 Jamaica Ln.

Applicant: Timothy Sweeney

Architect: Andres Paradelo/Paradelo Burgess Design Studio

Project Description: Changing hardscape material in the driveway from red brick to a grey paver field pattern and tumbled travertine border. Entry landing/steps is being reconfigured. Travertine will be installed to match the existing travertine in

the driveway. Proposed landscape alterations against the front façade and minor changes to the sides at the front. In the back, there are proposed changes to the back and side buffers and minor changes along the façade of the building.

Call for disclosure of ex parte communication: Disclosure by several members.

Brian Donahue, WGI, presented the proposed modification for the project. He showed the Commissioners site plans, sample materials and a rendered site plan.

Mrs. Vanneck asked about the landscape plans. Mr. Donahue responded.

Ms. Shiverick asked about the proposed driveway material. Mr. Donahue responded.

Ms. Grace asked if Mr. Donahue had a picture of the home. Mr. Donahue showed the Commissioners existing photos. Ms. Grace stated that she likes the existing red brick.

Mr. Ives questioned the proposed gray brick.

Mr. Garrison questioned the proposed gray brick and stated he preferred the red brick.

Mrs. Vanneck stated she was not in favor of the proposed gray brick.

Motion made by Mr. Garrison and seconded by Mr. Vila to defer the project to the July 26, 2017 meeting for restudy. Motion carried with all in favor.

IX. **OTHER BUSINESS**

None.

X. **ADDITIONAL COMMUNICATIONS FROM CITIZENS (3 MINUTE LIMIT PLEASE)**

Tom Kirchhoff, on behalf of the owners of 250 Ocean Terrace, asked the Commissioners for reconsideration of the material currently installed on the front of the home. After a lengthy discussion and consideration, the Commissioners decided not to reconsider the request.

XI. **COMMENTS OF THE ARCHITECTURAL COMMISSION AND DIRECTOR OF PLANNING, ZONING AND BUILDING DEPARTMENT**

None.

XII. ADJOURNMENT

Motion made by Mr. Vila and seconded by Mr. Ives to adjourn the meeting at 6:51 p.m. Motion carried with all in favor.

The next meeting will be held on Wednesday, July 26, 2017 at 9:00 a.m. in the Town Council Chambers, 2nd floor, Town Hall, 360 S County Rd.

Respectfully Submitted,

Ann Vanneck, Vice Chairman
ARCHITECTURAL COMMISSION

kmc

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda Resolutions

Agenda Title

RESOLUTION NO. 108-2017 A Resolution of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving American Consulting Engineers of Florida, LLC, as the Highest Ranked Firm Responding to RFQ No. 2017-32 for Traffic Engineering Services Based Upon Its Proposal and the Selection Committee's Recommendation Pertaining Thereto; and Authorizing Staff to Negotiate a Contract with American Consulting Engineers of Florida, LLC for Traffic Engineering Services.

Presenter

John S. Page, Director of Planning, Zoning & Building

ATTACHMENTS:

- ▣ **Memorandum Dated July 3, 2017 From John S. Page, Director of Planning, Zoning & Building**
- ▣ **Resolution No., 108-2017**
- ▣ **Memorandum Dated June 16, 2017 From Dean Mealy, Purchasing Manager**
- ▣ **Selection Committee Rankings**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: John S. Page, Director of Planning, Zoning & Building

Re: RFQ No. 2017-32, Traffic Engineering Consultants
Award of Contract
Resolution No. 108-2017

Date: July 3, 2017

STAFF RECOMMENDATION

Staff recommends that the Town Council adopt the recommendation of the Traffic Engineering Selection Committee to negotiate a contract with American Consulting Engineers of Florida, LLC, for miscellaneous traffic engineering consultant services. Attached Resolution No. 108-2017 formalizes the approval process.

GENERAL INFORMATION

As outlined in the attached Memo from Purchasing Manager Dean Mealy, staff recently reviewed five proposals from qualified companies seeking to provide traffic-engineering services to the Town. The Town regularly needs assistance from qualified engineers to perform a wide variety of traffic analytics. Selection Committee members reviewed, scored and ranked each of the proposals, resulting in a recommendation that American Consulting Engineers of Florida, LLC be selected as the provider of such technical services.

TOWN ATTORNEY REVIEW

The Town Attorney has reviewed the attached Resolution for form and sufficiency and has so approved.

Attachments

cc: John C. Randolph, Town Attorney
Jane Struder, Finance Manager
Dean Mealy, Purchasing Manager

RESOLUTION NO. 108-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC AS THE HIGHEST RANKED FIRM RESPONDING TO RFQ NO. 2017-32 FOR TRAFFIC ENGINEERING SERVICES BASED UPON ITS PROPOSAL AND THE SELECTION COMMITTEE'S RECOMMENDATION PERTAINING THERETO; AND AUTHORIZING STAFF TO NEGOTIATE A CONTRACT WITH AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC FOR TRAFFIC ENGINEERING SERVICES.

WHEREAS, The Town Council wishes to retain the services of a professional engineering firm in order to complete various traffic analytics on an as-needed basis in a timely manner and in keeping with the standards of the Town,

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

Section 1. The Selection Committee's ranking of the Traffic Engineering Consultant firms responding to the Town's Request for Qualifications Number 2017-32 is hereby approved with American Professional Engineers of Florida, LLC being the highest ranked firm; and

Section 2: The Town Council hereby authorizes the Town Manager to negotiate a contract with American Consulting Engineers of Florida, LLC to provide traffic engineering services to the Town; and

Section 3: The Town Manager, or his designee is hereby authorized and directed to take such further actions as may be necessary to finalize and present such a contract to the Town Council for its consideration.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of July, 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Gwendolynn Peirce, CMC
Acting Town Clerk

Margaret A. Zeidman, Town Council Member



TOWN OF PALM BEACH

MEMORANDUM

DATE: June 16, 2017

TO: John Page, Planning, Zoning & Building Director

FROM: Dean Mealy, Purchasing Manager 

SUBJECT: Final Ranking - RFQ No. 2017-32 – Traffic Engineering Consultants

The Selection Committee met on June 16, 2017. All members of the committee and advisors listed below were present:

Selection Committee Members -

Cheryl Somers – Assistant Director of Finance
Paul Brazil, P.E. – Director of Public Works
John Page – Director of Planning, Zoning & Building

Advisors and Facilitators (Non-Voting) -

Julie Araskog* – Town Council Member
Dean Mealy – Purchasing Manager
Duke Basha – Assistant Purchasing Manager
John Cmar – Purchasing Coordinator

*Julie Araskog was on the Agenda as a Voting Member, but chose to attend as Non-Voting

The Town received five (5) proposals. After thorough consideration of the proposals submitted, the Selection Committee arrived at the following ranking:

1. American Consulting Professionals, LLC
2. Calvin, Giordano & Associates, Inc.
3. DRMP, Inc.
4. McMahon Associates, Inc. Transportation Engineers
5. R.J. Behar & Company, Inc.

It is the recommendation of the Selection Committee to negotiate a contract with American Consulting Professionals, LLC, for the Traffic Engineering Consultant Services.

Cc: File: RFQ No. 2017-32
John Randolph, Town Attorney
Selection Committee Members

SELECTION COMMITTEE RANKINGS

	Committee Member	Julie Araskog*		Cheryl Somers		Paul Brazil		John Page		Total
		Rating	Rating	Rating	Rating	Rating	Rating	Rating	Average Rating	
1	American Consulting Professionals, LLC	0.00	4.60	4.80	4.70	4.70	4.70	4.70	4.70	4.70
2	Calvin, Giordano & Associates, Inc.	0.00	2.70	3.15	3.20	3.15	3.20	3.20	3.02	3.02
3	DRMP, Inc	0.00	2.80	2.40	2.70	2.40	2.70	2.70	2.63	2.63
4	McMahon Associates, Inc. Transportation Engineers	0.00	2.50	2.25	2.45	2.25	2.45	2.45	2.40	2.40
5	R.J. Behar & Company, Inc.	0.00	2.30	2.25	2.55	2.25	2.55	2.55	2.37	2.37

*Julie Araskog chose to be a Non-Voting member

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 109-2017 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida Approving A Five-Year Lease Agreement With Cale America, Inc., For The Provision Of Parking Kiosks, In The Amount Of \$359,783.20, Establishing A Total Budget Amount Of \$370,000.00, And Authorizing The Town Manager To Execute The Lease Agreement On Behalf Of The Town.

Presenter

Jay Boodheshwar, Deputy Town Manager

ATTACHMENTS:

- ▣ **Memorandum Dated July 4, 2017, from Jay Boodheshwar, Deputy Town Manager**
- ▣ **Resolution No. 109-2017**
- ▣ **Purchase vs. Lease Analysis**
- ▣ **Memorandum Dated June 7, 2017, from Dean Mealy, Purchasing Manager**
- ▣ **Kiosk Product Information**
- ▣ **Selection Committee Score Sheets**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Proposed Lease Agreement with Cale America, Inc. for Replacement of Multi-Space
Parking Kiosks
Resolution No. 109-2017

Date: July 4, 2017

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 109-2017, authorizing a 5-year lease agreement with Cale America, Inc. for the provision of thirty-seven (37) multi-space parking kiosks, in the amount of \$359,783.20, and establishing an overall budget of \$370,000.00.

GENERAL INFORMATION

On March 19, 2017, RFP No. 2017-08 was issued for the replacement of thirty-seven (37) multi-space parking kiosks. Nine proposals were received. The proposals were reviewed on May 15, 2017, and short-listed to the following three companies: Cale America, Inc. (Cale); LCN, Inc., dba Consolidated Parking Equipment; and Global Parking Solutions USA, LLC. These three companies made presentations to the Selection Committee on June 1, 2017. The presentations consisted of reviewing features of their kiosk systems and a usage demonstration of their kiosks. The Selection Committee selected Cale as the highest ranked firm and recommended the contract be awarded to this company.

The Selection Committee consisted of the following members: Jay Boodheshwar, Deputy Town Manager; Brett Madison, PW Facilities Maintenance Manager; Veronica Close, Assistant Director of Planning, Zoning, and Building; Amy Wood, Accounting Supervisor; Benjamin Alma, Parking/Code Enforcement Manager, and non-voting members, Eric Brown, Assistant Director of Public Works; Duke Busha, Assistant Purchasing Manager; Sandra Shea, Buyer; and John Cmar, Purchasing Coordinator.

Cale has been major presence in the parking management industry since 1955 and is based in Clearwater, FL, which is especially beneficial for support services. Their client base includes over 2,000 parking organizations and municipalities worldwide, many of which are based in Florida coastal communities. The kiosks provided by Cale America, Inc. will include:

- Credit/ debit card. The Cale credit card processing is PCI compliant and the CWT meters can be upgraded to EMV card readers and NFC payments in the future.
- Color, Monochromatic or Color Touch Screen, ADA compliant, supports 13 languages.
- The meters can be configured for Pay by Space or Plate. Real-time integration with AIMS for enforcement, as well as the Park Mobile app. These features eliminate the need for parking customers to return to their vehicle to place a receipt in their windshield.
- The CWT meter will utilize solar power charging and 3G/4G wireless two-way communication for real-time transaction data, alarms notifications, plate or space status for enforcement, and financial reporting information.

Staff reviewed the pros and cons of an outright purchase of the kiosks versus leasing them and opted to recommend the leasing option, as it proved to be the more financially advantageous approach. As the attached analysis demonstrates, the five-year cost of purchasing is \$397,390 versus \$359,783 to lease, resulting in a savings of \$37,357 over this period. The lease agreement will include the removal and disposal of the existing kiosks, furnishing and installation of 37 new kiosks to replace the existing ones, training, preventative maintenance and support throughout the duration of the five-year lease period. The new kiosks will be in place and operational by no later than November 1, 2017.

NOTE: A demo kiosk and representatives from Cale will be present at the July 12 Town Council meeting to allow residents and opportunity to try out the equipment. The kiosk will be placed in the lobby of Council Chambers.

PURCHASING REVIEW

This procurement has been reviewed and approved by the Purchasing Division of the Finance Department and award of RFP 2017-08 is hereby recommended to Cale America, Inc.

FUNDING/FISCAL IMPACT

The contract amount of \$359,783.20 will be the total amount paid over the five-year lease period, so not all of these funds are required immediately. The annual totals will be as follows:

- Year 1: \$77,736.64
- Year 2: \$70,511.64
- Year 3: \$70,511.64

- Year 4: \$70,511.64
- Year 4: \$70,511.64

The overall budget request is \$370,000.00 to ensure sufficient funds for unforeseen expenses. The Equipment Depreciation Fund has an accumulated depreciation balance of \$388,614.80 from the current kiosks, which will fully cover the costs of the five-year lease agreement.

TOWN ATTORNEY REVIEW

Resolution No. 109-2017 is in a form previously approved for legal form and sufficiency by the Town Attorney.

Attachments

cc: Department Directors
Selection Committee Members
Dean Mealy, Purchasing Manager

RESOLUTION NO. 109-2017

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING
A FIVE-YEAR LEASE AGREEMENT WITH CALE AMERICA, INC.
FOR THE PROVISION OF PARKING KIOSKS, IN THE AMOUNT
OF \$359,783.20, ESTABLISHING A TOTAL BUDGET AMOUNT OF
\$370,000.00, AND AUTHORIZING THE TOWN MANAGER TO
EXECUTE THE LEASE AGREEMENT BEHALF OF THE TOWN.**

* * * * *

WHEREAS, the Town wishes to procure new multi-space parking kiosks from Cale America, Inc., for a five-year lease term for \$359,783.20.

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

Section 1. The Selection Committee's ranking of the parking system firms responding to the Town's Request for Proposal Number 2017-08 is approved and an agreement is hereby awarded to Cale America, Inc.

Section 2. The Town Council hereby approves the issuance of a purchase order to Cale American, Inc. in an amount of \$359,783.20 to be paid over a five-year period.

Section 3. The Town Manager is hereby authorized to execute the parking kiosk lease agreement with Cale America, Inc.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of July 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Gwen Peirce, Acting Town Clerk

Margaret A. Zeidman, Town Council Member

PURCHASE OPTION

Description	QTY	Unit	Price	First Year	Second Year	Third Year	Fourth Year	Fifth Year
Total								
Removal and disposal of existing kiosks	37	EA	\$100.00	\$3,700.00	\$0.00	\$0.00	\$0.00	\$0.00
Furnish and install new kiosks	37	EA	\$75.00	\$2,775.00	\$0.00	\$0.00	\$0.00	\$0.00
Configure new software/hardware	37	EA	\$5,795.00	\$214,415.00	\$0.00	\$0.00	\$0.00	\$0.00
Integrates AIMS and ParkMobile and/or other "pay by phone" software	37	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Initial Training and Support during warranty period	1	LS	\$750.00	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00
Extended Warranty (Annual): Maintenance Service Agreement	1	EA/YR	\$300.00	\$11,100.00	\$11,100.00	\$11,100.00	\$11,100.00	\$11,100.00
Communication & Licensing Fees/ Admin Fees	12	MON	\$600.00	\$22,200.00	\$22,200.00	\$22,200.00	\$22,200.00	\$22,200.00
Sub Total for five years:				\$254,940.00	\$33,300.00	\$33,300.00	\$33,300.00	\$33,300.00
Option - Light Bar				\$388,140.00				
		37	EA	\$250.00	\$9,250.00			

Total for five years period w/ light bar

\$397,390.00

LEASE OPTION including light bar (five years)

Description	QTY	Unit	Price	First Year	Second Year	Third Year	Fourth Year	Fifth Year
Total								
Removal and disposal of existing kiosks	37	EA	\$100.00	\$3,700.00	\$0.00	\$0.00	\$0.00	\$0.00
Furnish and install new kiosks	37	EA	\$75.00	\$2,775.00	\$0.00	\$0.00	\$0.00	\$0.00
60 Months Hardware Lease	12	MO	\$4,025.97	\$48,311.64	\$48,311.64	\$48,311.64	\$48,311.64	\$48,311.64
Integrates AIMS and ParkMobile and/or other "pay by phone" software	37	EA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Initial Training and Support during warranty period	1	LS	\$750.00	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00
Extended Warranty (Annual): Maintenance Service Agreement	1	EA/YR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Communication & Licensing Fees/ Admin Fees	12	MON	\$600.00	\$22,200.00	\$22,200.00	\$22,200.00	\$22,200.00	\$22,200.00
				\$77,736.64	70,511.64	70,511.64	70,511.64	70,511.64
Total for five years period w/ light bar				\$359,783.20				



TOWN OF PALM BEACH

MEMORANDUM

DATE: June 7, 2017

TO: Jay Boodheshwar, Deputy Town Manager

FROM: Dean Mealy, Purchasing Manager 

SUBJECT: Final Ranking – RFP No. 2017-08 – Multi-Space Parking Kiosks, Purchase and Installation

The Town received proposals from nine (9) respondents. On May 15, 2016, the Selection Committee met to consider the submittals. All members of the committee listed below were present:

Selection Committee Members:

Jay Boodheshwar – Deputy Town Manager
Brett Madison – Facilities Maintenance Manager
Veronica Close – Assistant Director of Planning, Zoning & Building
Amy Wood – Accounting Supervisor
Ben Alma – Parking/Code Enforcement Manager

Advisors and Facilitators (Non-Voting):

Eric Brown – Assistant Public Works Director
Duke Basha – Assistant Purchasing Manager
Sandra Shea - Buyer
John Cmar – Purchasing Coordinator

The Committee agreed by consensus to shortlist three (3) firms – Cale America Inc., Global Parking Solutions USA LLC, and LCN, Inc. dba Consolidated Parking Equipment. On June 1, 2017, the Selection Committee heard presentations and watched kiosk demonstrations by the shortlisted companies. All members of the Committee were present with the addition of Dean Mealy (Purchasing Manager, Non-Voting). After thorough consideration of the three (3) companies, the Selection Committee arrived at a final ranking as follows:

1. Cale America Inc.
2. LCN, Inc. dba Consolidated Parking Equipment
3. Global Parking Solutions USA LLC

It is the recommendation of the Selection Committee to award a contract to Cale America Inc. for Multi-Space Parking Kiosks, Purchase and Installation.

Cc: File: RFP No. 2017-08
John Randolph, Town Attorney
Selection Committee Members



Cale Web Terminal (CWT)

Increase the efficiency of your parking

CWT features a secure and user-friendly payment process, allowing patrons to pay through the pay station or by using our mobile payment service WayToPark.

It combines innovation and proven technology within its robust, durable, and secure housing design. CWT includes a video-enabled color screen, contactless credit card payment, software-controlled buttons, pay by plate, as well as pay-by-space and "pay and display."

*Audio interface optional

More than a pay station

Our updated CWT model maintains its industrial-strength cabinet, and features a new system. The new updates consist of a powerful processor, multiple display options, and advanced future-proof software functionality.

What does this mean for the operator?

- Modular design allows simple installation, relocation, upgrade, and maintenance
- Future-proof to ease into new technologies
- License plate entry support
- Powered by solar energy or AC power
- Network or stand-alone installation
- Reliable operation (99.96% meter uptime)
- Local technicians and support

What does it mean for the user?

- Multiple language user interfaces
- User-friendly interface
- Display offers clear visuals
- Ease of Payment: Credit card, coins, bills NFC, among many others
- Quick Print: Fast ticket printing as well as the option of text and email
- Extend your Parking: Extend your parking time at the pay station or by using your mobile phone in our WayToPark app.

CWT Features

- Ability to play instructional videos for users or to advertise local events and offerings
- PCI 3.x certified contactless EMV credit card payment. Compatible with Apple Pay
- Pre-payment or Post-payment (check-in/out) with credit card
- Extend your parking time at the pay station or with our WayToPark app
- Citation payment at the pay station Reduced Carbon Footprint - 99% recyclable
- Motion sensor light bar
- Large software-controlled buttons located directly under the screen
- Instructions on the screen (or through optional integrated speakers)
- High-resolution printer with support of graphics, vouchers, and 2D barcodes
- High strength cabinet to withstand harsh environmental conditions and vandalism
- Patented electronic lock system (optional)
- Intrusion sensors, vibration detector and alarm (optional)

TC Meeting 07-12-17



CWT Features

Secure and Flexible Payment

CWT offers a wide range of unattended payment options. Built-in 4G and LAN connections ensure rapid online transactions and real-time data monitoring in Cale WebOffice.

All payment options are handled by following the highest security standards. Our software development process follows strict PCI regulations (PCI 3.x.)

Always Connected

By connecting your pay stations to our advanced back office system, Cale WebOffice, you gain access to an analysis tool that simplifies the administration and operation of your parking facilities. Our web-based system provides extensive statistics and reports to assist you in the optimization of your entire operation.

Carbon Footprint

CWT is 99% recyclable, has low energy consumption, and includes the option to be powered by solar energy.

Seamless Integration

CWT and Cale WebOffice provide a complete system for the efficient management of your parking operations.

Cale's open interface allows seamless integrations with external systems such as Cale Permit, Cale Enforcement, and third-party systems to further optimize your entire operation.

Upgrade Options

Cale's pay stations are made to last for decades. Our systems innovative design allows scalability while ensuring the highest level of security for optimal control. We take pride in providing upgrade options for individual features and/or system updates for older platforms.

Parking by Cale

CWT is part of the Parking by Cale solutions that provide flexible payment options to patrons. Users can pay at the meter or through our mobile payment service WayToPark, entering their license plate number as their unique identifier. Each user's data is then analyzed by Cale WebOffice and made available in real time via Cale Enforcement.



About Cale

From the moment Cale was founded in 1955, we have offered innovative and efficient parking solutions. We specialize in creating technology for parking pay stations and meters, mobile payment systems, transaction handling and centralized software that seamlessly integrates with your parking operations. As a world-leading brand within the parking industry, our products and subsidiaries can be found in more than 40 countries around the world.

Cale is certified according to ISO 9001 and ISO 14001. We are also certified according to PCI standards and follow the International Standard on Assurance Engagements (ISAE) No. 3402.

Cale's priority is to engage in continuous product development. Therefore, we reserve the right to alter product specifications and designs without prior notice.

Pay stations and meters are available in a variety of configurations. Please note that some functions listed here are optional.

Cale America

13190 56th Court, Suite 401

Clearwater, FL 33760

United States

Phone: 727-724-1800 (press option 3)

Email: sales@caleamerica.com

Web: caleamerica.com

CALE

Stay ahead



SELECTION COMMITTEE RANKINGS

	Committee Member	Jay Boodheshwar	Brett Madison	Veronica Close	Amy Wood	Ben Alma	Total
		Rating	Rating	Rating	Rating	Rating	Average Rating
1	Cale America Inc.	4.58	4.50	4.65	4.70	4.88	4.66
2	LCN, Inc. dba Consolidated Parking Equipment	3.95	3.35	3.40	3.75	4.00	3.69
3	Global Parking Solutions USA LLC	3.75	3.53	3.00	3.65	4.00	3.59

SELECTION COMMITTEE RATINGS

	Committee Member	Jay Boodheshwar	Brett Madison	Veronica Close	Amy Wood	Ben Alma	Total
		Rating	Rating	Rating	Rating	Rating	Average Rating
1	Cale America Inc.	4.73	4.00	4.30	4.35	4.00	4.28
2	Global Parking Solutions USA LLC	4.05	3.20	4.00	4.35	4.60	4.04
3	Hectronic USA	3.18	1.93	3.00	2.90	3.70	2.94
4	IPS Group, Inc.	3.50	2.08	3.60	3.35	3.95	3.30
5	LCN, Inc. dba Consolidated Parking Equipment	4.40	3.70	4.00	4.50	4.50	4.22
6	MacKay Meters, Inc.	3.40	1.73	3.35	3.35	3.00	2.97
7	Pango USA LLC*	0.00	0.00	0.00	0.00	0.00	0.00
8	T2 Systems, Inc.	3.43	2.88	3.70	3.75	1.95	3.14
9	VenTek International	3.20	1.78	2.60	3.65	1.00	2.45

*Considered Non-Responsive

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 110-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Annual Dissolved Sulfide Reduction and Odor Control Treatment Services to Kemira Water Solutions, Inc., in the Amount of \$126,420, and Establishing a Budget of \$139,062.

H. Paul Brazil, P.E., Director of Public Works

Presenter

ATTACHMENTS:

- ▣ **Memorandum dated June 5, 2017, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 110-2017**
- ▣ **Town of Davie - Resolution No. R-2016-146**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Approve a Purchase Order for Annual Dissolved Sulfide Reduction and Odor Control Treatment Services
Resolution No. 110-2017

DATE: June 5, 2017

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 110-2017 approving a purchase order to Kemira Water Solutions, Inc. for Annual Dissolved Sulfide Reduction and Odor Control Treatment Services at the S-2 Pump Station in the amount of \$126,420 and establishing an overall budget of \$139,062.

GENERAL INFORMATION

The Town began treating its sewage effluent being sent to the East Central Regional Water Reclamation Facility (ECR) in 2013 in order to meet the required dissolved sulfide levels.

The Town “piggy-backed” on a contract between the Town of Davie, and Kemira Water Solutions, Inc. (Bid No. B-12-74), in 2013 (Resolution No. 169-2014). That contract also provided the option of three (3) two (2) year renewals with all original terms, conditions, and pricing. When the Town of Davie approved the second two (2) year renewal in July of 2016, Council approved by Resolution #110-2016, the extension of the “piggy-back” through July 17, 2017. Therefore, staff is recommending Council approve the award through the remaining FY 2017, and through July of FY 2018, subject to final FY18 budget approval.

Staff estimates the annual usage to be approximately 98,000 gallons at a unit cost of \$1.29 per gallon. Staff recommends that a contingency of ten percent (10%) be added to account for potential variations in chemical usage. Based on anticipated flows, we recommend issuing a purchase order in the amount of \$126,420 and establishing a budget of \$139,062 including a ten percent (10%) contingency.

FUNDING/FISCAL IMPACT

Sufficient funds are available in the Public Works Department FY 2017 Operating Budget to complete this work, and subject to budget approval, funds will be available in the 2018 FY budget.

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division, and approved as recommended.

TOWN ATTORNEY REVIEW

This Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachments

cc: Jane Struder, Director of Finance
Doug Terry, Water Resources Division Manager
Dean Mealy, Purchasing Manager

RESOLUTION NO. 110-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER FOR ANNUAL DISSOLVED SULFIDE REDUCTION AND ODOR CONTROL TREATMENT SERVICES TO KEMIRA WATER SOLUTIONS, INC., IN THE AMOUNT OF \$126,420, AND ESTABLISHING A BUDGET OF \$139,062.

* * * * *

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order to Kemira Water Solutions, Inc., in an amount of \$126,420 for annual dissolved sulfide reduction and odor control treatment services, and establishes a budget of \$139,062, a copy of which is on file with the Purchasing Division of the Town of Palm Beach.

Section 2. The Town Manager is hereby authorized to execute this purchase order on behalf of the Town of Palm Beach for this improvement.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the completion of the said project, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of July, 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Gwendolynn Peirce, CMC, Acting Town Clerk

Margaret A. Zeidman, Town Council Member

RESOLUTION NO. R-2016-146

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING RENEWAL OF THE BID AWARDED TO KEMIRA WATER SOLUTIONS, INC. FOR A DISSOLVED SULFIDE REDUCTION AND ODOR CONTROL SYSTEM FOR THE UTILITIES DEPARTMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is in need of a dissolved sulfide reduction and odor control system in its' sanitary sewer system; and

WHEREAS, the Town solicited sealed bids for such services; and

WHEREAS, the original contract term was for two (2) years with an option to extend the contract for three (3) additional two (2) year terms; and

WHEREAS, after review, the Town Council wishes to renew the bid from Kemira Water Solutions, Inc. for the second two (2) year renewal period.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby renews the bid from Kemira Water Solutions, Inc. for a dissolved sulfide reduction and odor control system.

SECTION 2. This is the second of three (3) renewal options for two (2) years beginning July 18, 2016 and ending on July 17, 2018 with all contract terms and pricing remaining unchanged.

SECTION 3. The Town Council hereby authorizes the expenditure from the Utilities Department Chemicals - Wastewater Account (400.60.148.535-55210).

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

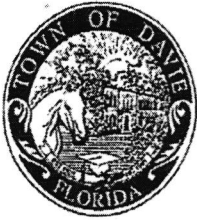
PASSED AND ADOPTED THIS 27th DAY OF July, 2016.


MAYOR/COUNCILMEMBER

ATTEST:


DEPUTY TOWN CLERK

APPROVED THIS 27th DAY OF July, 2016.



CONTRACT RENEWAL

Service or goods provided under this contract: Dissolved Sulfide Reduction and Odor Control System

Renewal for 2 years

User Department: UTILITIES DEPARTMENT

The yearly cost of this contract is: ☐ \$2,500 to \$25,000 (Informal Bid)

☒ Over \$25,000 (Formal Bid)

Reason for renewing contract (i.e. price, service, etc.) Renewal of this contract will allow the Town to maintain current pricing. This will be the second of three possible renewal.

Contract enhancement on renewal (i.e. lower price, increased scope of services, etc):
All terms of the contract shall remain the same.

Department Signature: _____

Date: 5/31/16

Purchasing: Approved ☒

Denied _____

Reason for Denial: _____

Signed _____

Date: 6/3/16

Finance: Approved ☒

Denied _____

Reason for Denial: _____

Signed _____

Date: 6.3.16

Administration: Approved ☒

Denied _____

Reason for Denial: _____

Signed ML _____

Date: 6/7/16

BIDDER'S RESPONSE TO RENEWAL OF BID FOR AN ADDITIONAL TERM

BID NAME: DISSOLVED SULFIDE REDUCTION AND ODOR CONTROL SYSTEM

BID NO.: B 12-74

RENEWAL PERIOD: July 18, 2016 through July 17, 2018

SUBJECT: Renewal of the Agreement between the Town of Davis and Kemira Water Solutions, Inc.

☒ Yes, I agree to extend the existing Bid for DISSOLVED SULFIDE REDUCTION AND ODOR CONTROL SYSTEM B 12-74, under the same Terms and Conditions for an additional two year period: Beginning July 18, 2016 and ending July 17, 2018.

☐ No, I do not wish to extend the existing Bid for the following reason(s): _____

Kemira Water Solutions, Inc.

Christina M. Imbrogno
Name of Representative (Please Print)

5/19/2016
Date


Signature
Customer Service Manager
Title (Please Print)
(800) 879-6353
Telephone Number



UTILITIES DEPARTMENT

7351 SW 30 STREET • DAVIE, FLORIDA 33314
PHONE: 954.327.3742 • FAX: 954.327.3752 • WWW.DAVIE-FL.GOV

May 18, 2016

Kemira Water Solutions, Inc.
316 Bartow Municipal Airport
Bartow, FL 33830
ATTN: John Cowan

RE: Renewal of Dissolved Sulfide Reduction and Odor Control System Bid # B-12-74

Dear Mr. Cowan,

The above referenced Bid is set to expire on July 17, 2016. The Bid Documents allow for three (3) additional two (2) year renewal options. The Town of Davie - Utilities Department wishes to exercise this option and renew this Bid for an additional two (2) year term under the same terms and conditions. This will be the second of the three (3) renewal options available in the Bid.

We appreciate your excellent service over the past four (4) years. If your company agrees to renew this bid for the second two (2) year term, we will proceed with the Town's approval process. Please indicate your response on the following page and return same to me.

We look forward to continue working with Kemira Water Solutions, Inc. Should you have any questions please feel free to contact me. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "William Peele", is written over a horizontal line.

William Peele
Superintendent of Operations

RESOLUTION NO. R-2012-163

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID SUBMITTED BY KEMIRA WATER SOLUTIONS, INC. FOR A DISSOLVED SULFIDE REDUCTION AND ODOR CONTROL SYSTEM FOR THE UTILITIES DEPARTMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is in need of a dissolved sulfide reduction and odor control system in its' sanitary sewer system; and

WHEREAS, the Town solicited sealed bids for such services; and

WHEREAS, after reviewing the bids, the low bidder for this service is Kemira Water Solutions, Inc.; and

WHEREAS, after review, the Town Council wishes to accept the bid from Kemira Water Solutions, Inc. as the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

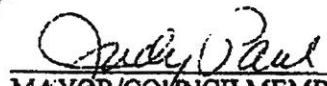
SECTION 1. The Town Council wishes to accept the bid from Kemira Water Solutions, Inc. for a dissolved sulfide reduction and odor control system in the amount of \$129,000 per year.

SECTION 2. The Town Council hereby authorizes the expenditure from the Utilities Department Water Chemicals account.

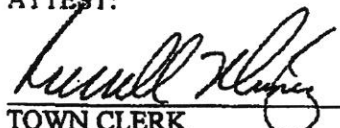
SECTION 3. The initial contract period shall be for two (2) years with the option to renew for three (3) additional two (2) years periods.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 18th DAY OF July, 2012.


MAYOR/COUNCILMEMBER

ATTEST:


TOWN CLERK

APPROVED THIS 18th DAY OF July, 2012.

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

Item Number: 30.

To: Mayor and Councilmembers
From: Don Bayler/Utilities
Prepared By: Heidi G. Klemm - Utilities
Subject: Resolution
Affected District: Town Wide
Item Request: Schedule for Council Meeting
Title of Agenda Item: **BID SELECTION - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING RENEWAL OF THE BID AWARDED TO KEMIRA WATER SOLUTIONS, INC. FOR A DISSOLVED SULFIDE REDUCTION AND ODOR CONTROL SYSTEM FOR THE UTILITIES DEPARTMENT.**
Executive Summary: The Utilities Department competitively bid a dissolved sulfide reduction and odor control system in 2012. We are seeking to exercise the second renewal option on this contract with no change in terms or pricing.
Key Points:

- The original bid was awarded to Kemira Water Solutions, Inc. in 2012 for a two year period.
- The contract called for three (3) two (2) year renewal options.
- This is the second of three (3) renewal options.
- This renewal will expire on July 17, 2018.
- There is no change in contract terms or pricing for this renewal.

Previous Actions: R02012-163 and R2014-131**Concurrences:** The Utilities Department and Procurement Manager have reviewed and approved.**Fiscal Impact:****Has request been budgeted?** Yes**If yes expected cost:** \$129,000 per year**Account name and number:** 400.60.148.535-55210 - Chemicals Wastewater**If no, amount needed:****Account name funds will be appropriated from**

Additional Comments Please note that the \$129k noted above is an amount estimated to be spent on an annual basis. The amount needed for the remainder of FY 2016 is available.

Recommendation: Motion to approve**Strategic Goals This Item Supports:**

Commitment to Customer Satisfaction, Dedication to Excellence in Service Delivery, Nurturing the health, safety, and welfare of the community

ATTACHMENTS:

File Name	Description
D R2016 ODOR CONTROL SYSTEM RENEWAL- KEMIRA.docx	Resolution
D KEMIRA RENEWAL BACKUP.pdf	Odor Control Renewal Backup

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 111-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Department of Public Works Engineering Division Standards Applicable to Public Rights-of-Way and Easements, Amending Chapter XII of the Town's Right-of-Way Manual, Miscellaneous Provisions: Construction, Parking, Fines, and Material Deliveries, and the Enforcement Thereof Providing an Effective Date.

Presenter

H. Paul Brazil, P.E., Director of Public Works

ATTACHMENTS:

- ▣ **Memorandum dated June 26, 2017, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 111-2017**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Town Right-of-Way Manual Revisions Improvements for Managing Traffic
Resolution No. 111-2017

DATE: June 26, 2017

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 111-2017 amending the Town's Right-of-Way Manual to revise the Construction Parking 3-Strike rules as part of the response to the Town Manager's Goal #3.

GENERAL INFORMATION

The Town of Palm Beach continues to experience significant construction and commercial activity for both publicly and privately owned buildings and infrastructure improvements. Staff recommends revising the Right-of-Way Manual guidelines in order to help reduce the number of construction site material deliveries and parking offenses that impact the flow of traffic. Unauthorized construction parking leads to congestion, slower travel times, and increases the chances of accidents. The Town of Palm Beach Standards Applicable to Public Rights-of-Way and Easements convey the rules that govern the work activities within the Town of Palm Beach Right-of-Way.

Staff recommends the following revisions be made to the Standards Applicable to Public Rights-of-Way and Easements:

- A. The Town's Standards Applicable to Public Rights-of-Way and Easements Right-of-Way Manual, **Chapter XII – Miscellaneous Provisions: Construction Parking is to be revised in its entirety**

To the recommended revisions as follows:

Construction parking on public streets shall be controlled in order to protect the public health and welfare. The rules and procedures outlined below are commonly referred to as the Town's 3-Strike Rule.

All vehicles belonging to personnel working on or visiting a construction site from the date of the issuance of a building permit, to the date of the issuance of the certificate of occupancy, shall be parked on the construction site at all times. If the site cannot accommodate such vehicles, and then the contractor may initiate car and/or truck pooling, apply for up to but not more than three right-of-way permits for parking construction vehicles on the street adjacent to the construction site, or utilize both options in order prevent unnecessary congestion adjacent to the construction site.

The following rules and procedures shall govern the 3-Strike Rule:

The following rules and procedures shall govern the 3-Strike Rule:

- 1. Owner/contractor may apply for up to, but not more than, 3 right-of-way permits for the temporary parking of construction-related vehicles.*
- 2. Contractor will be asked if right-of-way parking permits are anticipated at time of initial building permit application. If anticipated at that time, or any subsequent time, a parking plan must be provided on an application form as prescribed by the Town, at a legible scale as determined by the Town, which clearly illustrates the entire construction site.*
- 3. Applications must include a notarized signature from the property owner acknowledging understanding of the 3-strike rule in its entirety. A notarized Power of Attorney signature will be accepted by the Town provided it specifies that the owner has been personally informed of the entire 3-strike rule.*
- 4. The Public Works Department will review all such applications upon payment of the following fee(s) (see Appendix C). Public Works shall determine whether or not to approve the application, and if approved, whether 1, 2, or 3 right-of-way permits are issued.*
- 5. The contractor must apply for a permit(s) from Public Works within seventy-two (72) hours in advance of the short-term use of the public right-of-way. Only extreme extenuating circumstances will be considered otherwise.*
- 6. As a condition of approval, contractor is required to provide the Town with tag numbers of all vehicles authorized by the contractor to work at the site. The Director of Public Works or the Director's designees, which may include code enforcement officers, parking enforcement officers, and police officers, are authorized to enforce all 3-strike rule provisions and to issue citations for violations of these provisions.*
- 7. Owner/contractor must dedicate a private employee to act as a traffic monitor at each site to enforce Town rules when on-street construction parking is allowed. The traffic monitor must be present whenever work is occurring.*
- 8. If the Town finds that there is no dedicated traffic monitor at a construction site, all right-of-way permits shall be immediately revoked.*
- 9. When car or truck pooling is utilized, no substitute on-street parking spaces in the Town can be utilized for said purpose.*
- 10. Worth Avenue right-of-way permits shall be limited to two (2) vehicles for purposes of loading or unloading and for essential construction activities. Parking of construction vehicles that are not actively involved in the loading and unloading process will not be permitted.*
- 11. Only original Town-issued permits are valid. Permits may be transferred between vehicles but are valid only for the construction site for which they are issued.*

- 12. Copying, forging or duplication of a right-of-way permit is prohibited. All right-of-way permits will be immediately revoked if the Town determines that duplication or abuse has occurred.*
- 13. Additional permits may be issued for the three-week period prior to the issuance of the certificate of occupancy in the event said vehicles cannot be accommodated on site. The number of permits granted shall be determined by the Director of Public Works.*
- 14. Failure to comply with the aforementioned conditions may result in the suspension, fines, or in the case of repeat offenses, the cancellation of the violator's building permit.*
- 15. Penalty for parking in the right-of-way in violation of this section shall be \$150 per day per vehicle for the first offense, \$250 per day per vehicle for the second offense, and \$500 thereafter.*
- 16. Said penalty may be appealed in writing within seven (7) calendar days of the date of issuance to either the Director of Public Safety or Public Works (dependent upon the Department issuing the ticket), who shall thereafter act on said appeal. If the appeal is upheld, then the 1st, 2nd, or 3rd strike, as applicable, shall be removed from the record. Construction may continue until the appeal has been acted upon.*
- 17. When a 3rd strike has been issued, and if an appeal is denied or is not filed in timely fashion, the Planning, Zoning & Building Department shall issue a Stop Work order halting all continued activity at the site.*
- 18. All requests to lift the stop work order must be decided by the Town Council, upon written application to the Planning, Zoning & Building Department no less than 7 days prior to a regularly scheduled monthly Town Council (Development Review) meeting.*
- 19. The Town Council shall have the power to admonish the contractor; take such action as deemed necessary to effect the stop work order on a permanent basis by nullifying the existing building permit; cause the contractor and/or property owner to enter into a binding agreement to memorialize the understandings between the Town and the contractor and/or property owner relative to all conditions placed upon the lifting of the stop work order, if applicable; establish penalties for future right-of-way violations the amount for which shall be in the sole discretion of the Town Council; and/or collect any unpaid penalties.*
- 20. If a Stop Work order is lifted, no additional right-of-way permits for the duration of the work in question shall be issued unless specifically approved by the Town Council.*

Upon approval to these changes, the corresponding fees within the Violation Notice and Standards Applicable to Public Rights-of-Way and Easements – Appendix C will be revised.

FUNDING/FISCAL IMPACT

These policy revisions will have no funding impacts.

TOWN ATTORNEY REVIEW

This Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachment

cc: Jay Boodheshwar, Deputy Town Manager
John Page, Director of Planning, Zoning, and Building
Kirk Blouin, Public Safety Director
Jane Struder, Director of Finance
Eric B. Brown, P.E., Assistant Director of Public Works
Patricia Strayer, P.E., Town Engineer
Jeffrey M. Sanon, P.E., Project Engineer
Chester Purves, Services Manager
Dean Mealy, Purchasing Manager

RESOLUTION NO. 111-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION STANDARDS APPLICABLE TO PUBLIC RIGHTS-OF-WAY AND EASEMENTS, AMENDING CHAPTER XII OF THE TOWN'S RIGHT-OF-WAY MANUAL, MISCELLANEOUS PROVISIONS: CONSTRUCTION, PARKING, FINES, AND MATERIAL DELIVERIES, AND THE ENFORCEMENT THEREOF PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Town of Palm Beach, Town Council authorized the creation of the Department of Public Works, Engineering Division Standards Applicable to Public Rights-of-Way and Easements by Ordinance 11-94 on July 12, 1994; and

WHEREAS, the Department of Public Works, Engineering Division Standards Applicable to Public Rights-of-Way and Easements is reviewed from time-to-time and may be modified by Resolution of the Town Council; and

WHEREAS, the Town has determined, due to the non-compliance of the Miscellaneous Provisions requirements, that it is necessary to amend the Town's Right-of-Way Manual in the manner and form set forth herein in order to ensure public health, safety, welfare and reduce traffic

NOW, THEREFORE, THE TOWN'S RIGHT-OF-WAY MANUAL is hereby amended as set forth below.

Chapter XII – Miscellaneous Provisions: ***Construction Parking***

Construction parking on public streets shall be controlled in order to protect the public health and welfare. The rules and procedures outlined below are commonly referred to as the Town's 3-Strike Rule.

All vehicles belonging to personnel working on or visiting a construction site from the date of the issuance of a building permit, to the date of the issuance of the certificate of occupancy, shall be parked on the construction site at all times. If the site cannot accommodate such vehicles, then the contractor may initiate car and/or truck pooling, apply for up to but not more than three right-of-way permits for parking construction vehicles on the street adjacent to the construction site, or utilize both options in order prevent unnecessary congestion adjacent to the construction site.

The following rules and procedures shall govern the 3-Strike Rule:

- 1. Owner/contractor may apply for up to but not more than 3 right-of-way permits for the temporary parking of construction-related vehicles.*
- 2. Contractor will be asked if right-of-way parking permits are anticipated at time of initial building permit application. If anticipated at that time, or any subsequent time, a parking plan must be provided on an application form as prescribed by the Town, at a legible scale as determined by the Town, which clearly illustrates the entire construction site.*

3. *Applications must include a notarized signature from the property owner acknowledging understanding of the 3-strike rule in its entirety. A notarized Power of Attorney signature will be accepted by the Town provided it specifies that the owner has been personally informed of the entire 3-strike rule.*
4. *The Public Works Department will review all such applications upon payment of the following fee(s) (see Appendix C). Public Works shall determine whether or not to approve the application, and if approved, whether 1, 2, or 3 right-of-way permits are issued.*
5. *The contractor must apply for a permit(s) from Public Works within seventy-two (72) hours in advance of the short-term use of the public right-of-way. Only extreme extenuating circumstances will be considered otherwise.*
6. *As a condition of approval, contractor is required to provide the Town with tag numbers of all vehicles authorized by the contractor to work at the site. The Director of Public Works or the Director's designees, which may include code enforcement officers, parking enforcement officers, and police officers, are authorized to enforce all 3-strike rule provisions and to issue citations for violations of these provisions.*
7. *Owner/contractor must dedicate a private employee to act as a traffic monitor at each site to enforce Town rules when on-street construction parking is allowed. The traffic monitor must be present whenever work is occurring.*
8. *If the Town finds that there is no dedicated traffic monitor at a construction site, all right-of-way permits shall be immediately revoked.*
9. *When car or truck pooling is utilized, no substitute on-street parking spaces in the Town can be utilized for said purpose.*
10. *Worth Avenue right-of-way permits shall be limited to two (2) vehicles for purposes of loading or unloading and for essential construction activities. Parking of construction vehicles that are not actively involved in the loading and unloading process will not be permitted.*
11. *Only original Town-issued permits are valid. Permits may be transferred between vehicles but are valid only for the construction site for which they are issued.*
12. *Copying, forging or duplication of a right-of-way permit is prohibited. All right-of-way permits will be immediately revoked if the Town determines that duplication or abuse has occurred.*
13. *Additional permits may be issued for the three (3) week period prior to the issuance of the certificate of occupancy in the event said vehicles cannot be accommodated on site. The number of permits granted shall be determined by the Director of Public Works.*
14. *Failure to comply with the aforementioned conditions may result in the suspension, fines, or in the case of repeat offenses, the cancellation of the violator's building permit.*
15. *Penalty for parking in the right-of-way in violation of this section shall be \$150 per day per vehicle for the first offense, \$250 per day per vehicle for the second offense, and \$500 thereafter.*

- 16. Said penalty may be appealed in writing within seven (7) calendar days of the date of issuance to either the Director of Public Safety or Public Works (dependent upon the Department issuing the ticket), who shall thereafter act on said appeal. If the appeal is upheld, then the 1st, 2nd, or 3rd strike, as applicable, shall be removed from the record. Construction may continue until the appeal has been acted upon.***
- 17. When a 3rd strike has been issued, and if an appeal is denied or is not filed in timely fashion, the Planning, Zoning & Building Department shall issue a Stop Work order halting all continued activity at the site.***
- 18. All requests to lift the stop work order must be decided by the Town Council, upon written application to the Planning, Zoning & Building Department no less than 7 days prior to a regularly scheduled monthly Town Council (Development Review) meeting.***
- 19. The Town Council shall have the power to admonish the contractor; take such action as deemed necessary to effect the stop work order on a permanent basis by nullifying the existing building permit; cause the contractor and/or property owner to enter into a binding agreement to memorialize the understandings between the Town and the contractor and/or property owner relative to all conditions placed upon the lifting of the stop work order, if applicable; establish penalties for future right-of-way violations the amount for which shall be in the sole discretion of the Town Council; and/or collect any unpaid penalties.***
- 20. If a Stop Work order is lifted, no additional right-of-way permits for the duration of the work in question shall be issued unless specifically approved by the Town Council.***

Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on this 12th day of July 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Gwendolynn Peirce, CMC, Acting Town Clerk

Margaret A. Zeidman, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 112-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding RFP No. 2017-12 and Approving a Purchase Order to GSky Plant Systems, Inc., in the Amount of \$28,900, for the Worth Avenue Living Wall Maintenance Program and Establishing a Project Budget of \$31,790.

H. Paul Brazil, P.E., Director of Public Works

Presenter

ATTACHMENTS:

- ▣ **Memorandum dated June 15, 2017, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 112-2017**
- ▣ **Bid Tab Sheet**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Ratification of the Selection Committee's Recommendation to Award RFP 2017-12, Worth Avenue Living Wall Maintenance Program, and Approve the Resolution to Award a Contract to Gsky Plant Systems, Inc. for the Maintenance of the Worth Avenue Living Wall
Resolution No. 112-2017

DATE: June 15, 2017

STAFF RECOMMENDATION

Town staff recommends that Town Council ratify the recommendation of the Selection Committee and the ranking of the firms that responded to RFP 2017-12, Worth Avenue Living Wall Maintenance Program, and approve Resolution No. 112-2017 to award a Maintenance Contract to Gsky Plant Systems, Inc., in the amount of \$28,900, and establish a project budget of \$31,790.

GENERAL INFORMATION

A green "living" wall was constructed as part of the Worth Avenue streetscape improvement project. The living wall is a unique landscaping element and represents a significant investment. It is very sensitive and proper maintenance is essential to its survival. Very few of these systems exist, and even fewer companies are qualified to maintain them. The maintenance vendor is responsible for the normal and routine maintenance necessary to keep the wall in an acceptable condition and appearance. This maintenance includes a plant replacement guarantee, testing, and repair of the irrigation system, and fertilization/pest control. The current vendor has been under contract for the last six (6) years and it is time to rebid the contract.

Town staff issued a Request for Proposals (RFP 2017-12) for the Worth Avenue Living Wall Maintenance Program and on April 26, 2017 received two (2) proposals for this service. The Selection Committee reviewed the submittals on June 5, 2017. The committee consisted of Jorge Sanchez, SMI Landscape Architecture, Inc.; Tim Campbell, Par 3 Golf Course Superintendent; Cheryl Somers, Assistant Finance Director; Brett Madison, Facilities Maintenance Manager; Ginny Parker, Garden Club Representative (non-voting); Eric Brown, Assistant Public Works Director (non-voting); Dean Mealy, Purchasing Manager (non-voting); Duke Basha, Assistant Purchasing Manager (non-voting); Sandra Shea, Buyer (non-voting); and John Cmar, Purchasing Coordinator (non-voting). Below are the rankings of the two firms:

- 1 – Gsky Plant Systems, Inc.
- 2 – FDS of Palm Beach, Inc.

The attached memorandum, from the Purchasing Manager, indicates that the recommendation of the Selection Committee is to award the contract to Gsky Plant Systems, Inc.

If the Town Council approves this recommendation, staff is requesting authorization to award a maintenance contract in the amount of \$28,900. In the event that emergency services are required as described in the agreement, additional funds will need to be provided. Town staff recommends that the maintenance contract budget be established, not-to-exceed \$31,750, and will advise the Town Council of any conditions requiring additional resources.

FUNDING/FISCAL IMPACT

The assessment associated with the Worth Avenue Commercial District Maintenance Program is sufficient to fund the proposed work. The Garden Club of Palm Beach has again generously donated \$5,000 this year towards the maintenance of the wall.

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and approved as recommended.

TOWN ATTORNEY REVIEW

This Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachments

cc: Selection Committee Members
 Eric Brown, P.E., Assistant Director of Public Works
 Brett Madison, Facilities Maintenance Division Manager
 Sugar Thebault, President, The Garden Club of Palm Beach
 Dean Mealy, Purchasing Manager

RESOLUTION NO. 112-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED RFP NO. 2017-12 AND APPROVING A PURCHASE ORDER TO GSKY PLANT SYSTEMS, INC., IN THE AMOUNT OF \$28,900, FOR THE WORTH AVENUE LIVING WALL MAINTENANCE PROGRAM AND ESTABLISHING A PROJECT BUDGET OF \$31,790.

* * * * *

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The Town Council of the Town of Palm Beach hereby awards RFP 2017-12 and approves a purchase order to Gsky Plant Systems, Inc., in the amount of \$28,900 for the Worth Avenue Living Wall Maintenance Program, and establishes a project budget of \$31,790.

Section 2. The Town Manager is hereby authorized and directed to execute this contract extension on behalf of the Town of Palm Beach.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the implementation of these services, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of July 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Gwendolynn Peirce, CMC, Acting Town Clerk

Margaret A. Zeidman, Town Council Member



TOWN OF PALM BEACH

RFP No. 2017-12

WORTH AVENUE LIVING WALL

TABULATION

TOWN OF PALM BEACH

RFP No. 2017-12

WORTH AVENUE LIVING WALL

TABULATION

		Vendor:		FDS of Palm Beach, Inc.		Gsky Plant Systems, Inc.	
		Address:		17071 93rd Road N.		25 Seabreeze Ave, Suite 404	
		Telephone:		Loxahatchee, FL 33470		Delray Beach, FL 33483	
		Fax:		561-784-5040		561-894-8688	
		Contact:		561-784-5045		561-274-1922	
		Robin G. Blakeman		Dan Ballay			
Line	Description	Qty	Unit	Price per Unit	Total	Price per Unit	Total
1	WALL MAINTENANCE	1	LS	\$ 24,000.00	\$ 24,000.00	\$ 18,200.00	\$ 18,200.00
2	LIFT	1	LS	\$ 19,200.00	\$ 19,200.00	\$ 7,800.00	\$ 7,800.00
3	PLANT REPLACEMENTS	1	LS	\$ 7,200.00	\$ 7,200.00	\$ 2,900.00	\$ 2,900.00
Total				\$	50,400.00	\$	28,900.00
ADDITIONAL CHARGES							
4	EMERGENCY PREVENTIVE MEASURES	1	LS	\$ 1,550.00	\$ 1,550.00	\$ 675.00	\$ 675.00
5	EMERGENCY SERVICES LABOR RATE	1	Hour	\$ 50.00	\$ 50.00	\$ 45.00	\$ 45.00
					Noted an additional one-time Replenishment fee of \$5,500.00 (see Exceptions).	Submitted bid shows a Total of \$28,896.00 (math error).	

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 114-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Resolution No. 188-2016 and Authorizing Additional Expenditures in the Amount of \$26,000 for the Interlocal Agreement for Fire Vehicle Maintenance Between Palm Beach County and the Town of Palm Beach, and Establishing a Revised Budget of \$143,600.

Presenter

Kirk W. Blouin, Director of Public Safety

ATTACHMENTS:

- ▣ **Memorandum Dated June 19, 2017 from Kirk W. Blouin, Director of Public Safety**
- ▣ **Resolution No. 114-2017**
- ▣ **Interlocal Agreement for Fleet Maintenance**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Kirk W. Blouin, Director of Public Safety

Re: Request to Amend Resolution No. 188-2016 And Authorizing Additional Funding In The
Amount Of \$26,000
Resolution No. 114-2017

Date: June 19, 2017

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 114-2017 amending Resolution No. 188-2016 and authorizing additional expenditures in the amount of \$26,000 for Fire Rescue vehicle maintenance.

GENERAL INFORMATION

On February 16, 2012, the Town Council entered into a ten-year Interlocal Agreement with Palm Beach County to provide vehicle maintenance and repair services for Fire Rescue vehicle apparatus. Resolution No. 188-2016 adopted on October 10, 2016, approved an annual appropriation for these services in the amount of \$117,600 for fiscal year 2017.

The Fire Rescue Department is requesting an amendment to Resolution No. 188-2016, authorizing additional expenditures by \$26,000 to a total of \$143,600 to cover the cost of extensive, unforeseen expenses to replace a transmission oil cooler, rebuild two generators, and replace a complete air conditioning unit on the Department's ladder truck and front line engine. These costs, totaling \$14,991, in addition to numerous unexpected minor repairs leave insufficient funds in the budget to cover maintenance and repairs for the remainder of the fiscal year.

FUNDING/FISCAL IMPACT

Funding for this project will come from the Fire Rescue operations budget.

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and approved as recommended.

TOWN ATTORNEY REVIEW

The resolution has been approved by the Town Attorney as to form and legal sufficiency.

cc: Jane Struder, Director of Finance
Dean Mealy, Purchasing Manager

RESOLUTION NO. 114-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING RESOLUTION NO. 188-2016 AND AUTHORIZING ADDITIONAL EXPENDITURES IN THE AMOUNT OF \$26,000 FOR THE INTERLOCAL AGREEMENT FOR FIRE VEHICLE MAINTENANCE BETWEEN PALM BEACH COUNTY AND THE TOWN OF PALM BEACH, AND ESTABLISHING A REVISED BUDGET OF \$143,600.

WHEREAS, the Town of Palm Beach and Palm Beach County entered into an Interlocal Agreement on February 16, 2012, to provide vehicle maintenance and repair services for Fire Rescue vehicle apparatus; and

WHEREAS, the Fire Rescue Department has had unforeseen expenses to repairs associated with the Department's emergency apparatus; and

WHEREAS, due to these extensive unforeseen costs, insufficient funds remain to cover future repairs and maintenance during the remainder of the fiscal year;

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

Section 1. The foregoing recitals are hereby ratified and confirmed.

Section 2. The Town Council of the Town of Palm Beach hereby authorizes an amendment to Resolution No. 188-2016 authorizing additional expenditures in the amount of \$26,000 from the FY2017 Fire Rescues operations budget for the Interlocal Agreement for Fire Vehicle Maintenance, and establishes an amended budget of \$143,600.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary, including any necessary change order work as recommended by the Director of Public Safety.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of July 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Susan A. Owens, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member

R 2012 04 57

**INTERLOCAL AGREEMENT FOR FIRE VEHICLE MAINTENANCE
BETWEEN PALM BEACH COUNTY AND THE
TOWN OF PALM BEACH**

THIS AGREEMENT is made and entered into this ____ day of MAR 20 2012, 2012, by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "County"), by and through its Board of County Commissioners and the TOWN OF PALM BEACH, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter the "Town").

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the parties mutually desire the County to provide maintenance and emergency repairs for the Town's fire-rescue emergency response apparatus under the terms and conditions in this Agreement; and

WHEREAS, the Town and County desire to enter into this Agreement as the County can provide vehicle maintenance services economically and efficiently, to the benefit of both the County and Town;

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and the benefits following from each to the other, the County and the Town do hereby agree as follows:

ARTICLE I: APPARATUS REPAIR AND MAINTENANCE:

Section 1. Maintenance and Repairs. The intent of this Agreement is for County to extend to Town the same usual and customary maintenance and repair services that County provides for its own fire-rescue emergency response apparatus fleet through the County Fire-Rescue Department's vehicle maintenance and repair shop (hereinafter referred to as the "Shop"). County shall be the exclusive provider for all such preventative maintenance, scheduled repairs and emergency repairs for the Town's principal fire/rescue emergency response apparatus, including Engines, Ladders, Rescues, Haz-Mat, USAR and other related apparatus, including, but not limited to the following service:

-Body Damage Repair – Roll-up Doors, Cabinetry, Compartments, Body Panels,

- Fenders, etc.
- Body Damage Repair – including vehicle painting or graphics to complete repair
- Windshields/Door glass replacement when broken or cracked
- Fire Pumps, Tanks and Plumbing, apparatus-mounted and portable
- Foam/Chemical agent education and proportioning systems
- Light bulbs and fixtures replacement, including emergency warning devices
- Audible emergency warning devices
- Upholstery and interior furnishings of vehicles and apparatus

- Towing of disabled vehicles and apparatus
- Emergency Tire Repair and Replacement, including Road Service
- Tire Replacement, per manufacturer/standard schedule

- Head Set communication systems, servicing and repair
- Mobile Data Terminal, installation of hardware and wiring
- Recharge units/wiring, installation of hardware and wiring for re-chargable equipment

- Manufacturer Factory Recalls – coordination of all work
- Emergency/Unscheduled maintenance related to NFPA and/or NEVT Standards
- Preventive maintenance in accordance with NFPA and/or NEVT Standards

Computer based vehicle Maintenance Reporting System to be provided to Fire/Rescue facilities, as needed and requested by Town.

County will manage the maintenance program for Town's principal fire/rescue emergency response apparatus, and will coordinate the scheduling of preventative maintenance with the Town Fire Chief or designee. Town agrees to abide by County's daily inspection program and submit any findings of deficits immediately through the IBEM system. Additionally, those reports shall be submitted to the County on a monthly basis. Should the Town decline to proceed with any apparatus repair identified by the County, then, notwithstanding anything in this Agreement to the contrary, the Town shall be fully and solely responsible for any liability or claims, including any third party claims and County's cost of defense, arising from the use or operation of said apparatus, subject however, to the limitations set forth in Florida Statute 768.28. Should the Town disagree with the extent or cost of a repair directly relating to the safe operation of said vehicle, Town agrees to notify the County of such disagreement prior to the repair being made. Town shall take the affected unit out of service until such time as funds become available or the unit is permanently replaced. Any disagreement regarding the extent or cost of a repair arising under this provision shall be addressed in accordance with the conflict resolution provisions in Article III, Section 25, of this Agreement.

Section 2. Standards. All inspections and maintenance shall be in accordance with the following standards and specifications, as they may be amended:

NFPA 1071 – Standard on Emergency Vehicle Technician (EVT)

NFPA 1911 - Standard on Fire Apparatus Maintenance

NFPA 1915 Fire Apparatus Preventative Maintenance Program

Manufacturers' Specifications

Good principals and industry practices

Section 3. Repairs. If emergency repairs are required, Town shall immediately advise County and arrange for repair. County agrees to give priority to Town emergency repairs over preventive maintenance for County and Town vehicles. Town shall contact County in advance to schedule any non-emergency repairs.

Section 4. Preventive Maintenance. Town agrees to contact County in advance to schedule preventive maintenance of its fire-rescue apparatus in accordance with any preventive maintenance schedules identified by the County, or otherwise in accordance with any applicable maintenance schedules recommended by manufacturer specifications and NFPA standards, if any.

Section 5. Turn Around Time. County will make every reasonable effort to complete repairs and maintenance of vehicles within a reasonable period of time from delivery of vehicle to County, dependent upon availability of parts and the extent of repairs necessary.

Section 6. Warranty of Workmanship. County agrees to warranty its workmanship on services and repairs for a period of forty-five (45) days from completion of work; provided however, that the sole remedy for a defect in County's workmanship on services and repairs shall be limited, at the County's option, to either the County correcting the faulty service or repair to the extent necessary and reasonably practical, or the County reimbursing Town for the amount paid by Town to County for the faulty service or repair.

The County will process claims for manufacturers' parts warranties on parts it installs on Town vehicles, provided that the Town has taken all necessary action to register such warranties with the applicable manufacturers. Should such a claim be denied, for any reason or no reason, the County's sole obligation shall be limited to providing the Town with the appropriate claim and denial information. The Town shall be solely responsible for pursuing any further manufacturer warranty action it deems appropriate.

The Town shall inform County in writing of the details of any warranty claim for workmanship or parts. In addition, as manager of the Town's maintenance program, County will also monitor repair requests and advise the Town if such repairs or parts may be covered under warranty, provided that the Town has taken all necessary action to register such warranties with

the applicable manufacturers.

Section 7. Reporting. On a monthly basis, County shall provide to Town's Fire Chief, or designee, a report identifying each vehicle on which maintenance or repair service was performed during the course of the prior month, and containing a detailed listing of all parts installed, all services rendered, all labor hours and noting any technician observations and recommendations or warranty matters. This report is in addition to information provided on any invoice.

ARTICLE II: COMPENSATION

Section 1. Labor Rates. The County shall invoice the Town for vehicle maintenance and repair labor, inclusive of all administrative and overhead costs with no additional charge for overhead or labor (except as provided in Section 2), at the hourly labor rate listed as the Warranty Rate on the County's Rate Schedule for Warranty, Vehicle and Staff Charges in effect at the time of service. No other billing rates included on the County's Rate Schedule for Warranty Vehicle and Staff Charges shall apply. The Rate Schedule and Warranty Rate may be annually updated and amended by the County in its sole discretion (as referenced in Palm Beach County Fire Rescue Operational Procedure #VIII-1). The fiscal year 2012 hourly warranty labor rate is \$96.94, as set forth in the Rate Schedule for Fiscal Year 2012 attached hereto as **Exhibit A**.

Section 2. After Hours Call-Out Emergency Repairs. A three-hour minimum labor charge, at applicable Labor Rates established in Section 1 above, will apply to all emergency after hours call-out repairs. "After hours" shall mean any time before or after the usual and customary business hours and days of the Shop, and shall include, but not be limited to, Saturdays, Sundays, and County holidays. Upon request, the County will provide the Town with the Shop's current business hours and days, which may be revised by the County from time to time.

Section 3. Parts and supplies. The Town will be charged the County's actual cost for all parts and supplies plus 5%.

Section 4. Insurance Premium. Each month the Town shall pay to the County a proportionate share of the County's annual premiums for garage-keepers insurance and garage liability insurance relating to fire-rescue vehicle maintenance and repair services. The monthly amount due from the Town shall be equal to the County's annual premiums divided by the

number of contracted entities receiving fire rescue vehicle maintenance and repair services from the County, which may change from time to time, divided by twelve (12). This amount shall be adjusted by the County from time to time to reflect any change in the number of contracted entities receiving such services from the County and to reflect any actual increase or decrease in the County's premiums. It is anticipated that the monthly charge will be \$140.11 for fiscal year 2012. Any and all decisions regarding such insurance policies shall remain within the sole discretion of the County.

Section 5. Invoices. The County shall invoice the Town on a monthly basis for all service(s) provided during the month. Each invoice shall identify the vehicle serviced, the labor hours spent, the labor rate, charges for parts and supplies, and the monthly charge for insurance premiums. Payment by the Town shall be due forty-five (45) days after the Town's receipt of a proper invoice from the County. County shall direct invoices to the Town's Accounts Payable Division at:

Town of Palm Beach
Accounts Payable
360 South County Road, 1st Floor
Palm Beach, FL 33480

ARTICLE III: GENERAL CONTRACT TERMS

Section 1. Preambles: The facts set forth in the preambles to this Agreement are true and correct and are hereby reaffirmed by the parties.

Section 2. Representative and Contract Monitor: The County representative and contract monitor during the performance of this Agreement shall be the Deputy Fire Chief of Support Services, whose telephone number is (561) 616-7003. The Town representative and contract monitor during the performance of this Agreement shall be the Fire Chief, whose telephone number is (561) 838-5420.

Section 3. Employee Functions: No employee of either party to this Agreement shall perform any function, or service which is not within the employee's scope of duties as defined or determined by the employee's employer.

Section 4. Employee Claims, Benefits, etc.: No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits

granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose, during the performance of services hereunder.

Section 5. No Assumption of Liability: Neither party to this Agreement nor their respective officers or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other. Further, nothing herein shall be construed as a waiver of sovereign immunity.

Section 6. Insurance: Without waiving the right to sovereign immunity as provided by Section 768.28 Florida Statutes, the Town acknowledges to be self-insured for General Liability with coverage limits of \$200,000 per person and \$300,000 per occurrence and Automobile Liability coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence under Florida sovereign immunity statutes; or such monetary waiver limits that may change and be set forth by the legislature.

In the event the Town maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28 Florida Statutes, the Town shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

The Town agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

For the duration of this Agreement, the Town agrees to maintain automobile physical damage insurance covering those vehicles to be serviced by the County under this Agreement. The Town's coverage shall be primary for any damage that occurs to the Town's vehicles, including any damage while in the possession or custody of the County.

The Town hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy, except in the event the County, its officers, employees or agents are negligent, in which case subrogation against the County shall apply. When required by the insurer, or should a policy condition not permit the Town to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Town agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the Town enter into such an agreement on a pre-loss basis.

When requested, the Town shall agree to provide an affidavit or Certificate of Insurance

evidencing insurance, self-insurance and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve the Town of its liability and obligations under this Interlocal Agreement.

Section 7. Effective Date and Term: This Agreement shall take effect upon approval by all parties and continue for a term of ten (10) years, unless sooner terminated as provided herein.

Section 8. Notice of Termination: This Agreement may be terminated for any reason or for no reason by: (i) written mutual consent of both parties; or, (ii) by either party giving notice of desire to terminate no later than April 30th of any given year, to be effective on September 30th of that same year. Notwithstanding the foregoing, this Agreement shall not be terminated, except by mutual consent, prior to September 30, 2012.

Section 9. Assignment of Rights: Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other.

Section 10. Modification and Amendment: No modification, amendment, or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 11. Equal Opportunity: The County and Town each warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or gender identity or expression; and that no person shall, based on any of said grounds, be excluded from the benefits of, or be subject to any form of discrimination under, any activity carried out in the performance of this Agreement.

Section 12. Annual Appropriations: Each party's performance and obligations under this Agreement are contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

Section 13. Records:

a. The County shall maintain all records relating to the services performed under this Agreement in accordance with Florida's public records law and until at least three year after the expiration or termination of this Agreement; provided however that upon the expiration or termination of this Agreement, the County shall turn over to the Town all the County's technical records directly relating to the County's maintenance and repair of the Town vehicles. The Town shall become the official custodian of these records. As custodian of these

records, the Town shall maintain the records in accordance with Florida's public records law and until at least three years after expiration or termination of this Agreement or three years after the life of the vehicle, whichever is later. The County shall be entitled to keep a copy of all such records.

b. For each Town fire-rescue vehicle serviced under this Agreement, the Town shall maintain all its records relating to the operation, maintenance and repair of said vehicle in accordance with Florida's public records laws and until at least three years after expiration or termination of this Agreement or three years after the life of the vehicle, whichever is later.

c. The records to be maintained under this Agreement shall include, but not be limited to, all financial and technical records and reports directly relating to the servicing of Town vehicles under this Agreement or otherwise to the operation, maintenance and repair of said vehicles. All records maintained under this Agreement shall be made available to the other party upon request and within a reasonable period of time.

d. Notwithstanding anything herein to the contrary, records meeting the legal requirements for destruction and the records retention requirements set forth herein may be destroyed by the custodian party provided that said party (i) gives the other party 30 days written notice identifying all records to be destroyed, and (ii) makes copies of said records available upon request of the other party, which request must be received at least 15 days prior to the scheduled destruction date.

e. In the event that the parties become involved in a legal dispute arising from performance under this Agreement, the parties shall extend the period of maintenance for all records relating to the Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to the parties.

Section 14. Right to Audit. Each party, at its own expense, shall have the right to examine the other party's books, data, records and invoices directly or indirectly related to this Agreement upon reasonable notice, time and place. Such examination may be made during the life of a subject vehicle or equipment. Any disagreement between the parties arising under this provision shall be addressed in accordance with the conflict resolution provisions in Article III, Section 25, of this Agreement.

Section 15. Joint Preparation: The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 16. Remedies: This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in Palm Beach County. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 17. Notice of Suits: Each party agrees to notify the other of any claim, or the initiation of any legal proceeding against it, which relates in any manner to the servicing of Town vehicles under this Agreement or otherwise to the operation, maintenance and repair of said vehicles. Each party will cooperate with the other in the defense of any suit or action arising out of, or related to, the services rendered under this Agreement.

Section 18. Notices: All written notices required under this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

Palm Beach County Fire Rescue
Fire Rescue Administrator
405 Pike Road
West Palm Beach, FL 33411

and if sent to the Town shall be mailed to:

Town of Palm Beach Fire Rescue Department
Fire Chief
300 North County Road
Palm Beach, FL 33480

Each party may change its address upon notice to the other.

Section 19. Captions: The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 20. Filing: A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 21. Enforcement Costs: Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the

parties to this Agreement.

Section 22. Delegation of Duty: Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or Town officers.

Section 23. Severability: In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 24. Survivability: Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

Section 25. Conflict Resolution: Any dispute or conflict between the parties that arises from the provision of services under this Agreement shall be presented in writing to the respective Fire Chiefs or their designees. The Fire Chiefs, or designees, shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict prior to either party initiating the intergovernmental conflict resolution process provided for by Chapter 164, Florida Statutes.

Section 26. None of the provisions of this Agreement shall be construed to create any third-party beneficiary or to otherwise give any enforceable rights or benefits to anyone other than the parties to this Agreement.

Section 27. The parties agree that time is of the essence in the performance of each and every obligation under this Agreement.

Section 28. Force Majeure: County shall not be deemed in default or breach of this Agreement to the extent it is unable to perform, or to timely perform, due to an event of *Force Majeure*. For the purpose of this Agreement, *Force Majeure* shall mean and include any act of God, including severe weather conditions or impending severe weather conditions, accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of a public enemy, failure of transportation facilities, enactment, rule order or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, or the international equivalent thereof), failure of technical facilities, or any other cause of any nature whatsoever beyond the control of the County which was not avoidable in the exercise of reasonable care and foresight. Further, the Town specifically acknowledges that the County shall have no liability whatsoever for any damages or injuries due to a *Force Majeure*.

Section 29. Failure(s) to insist on strict performance of any covenant, condition, or provision of this Agreement by a party, its successors and assigns, shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

Section 30. Entirety of Agreement: This Agreement represents the entire understanding of the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

Section 31. Office of the Inspector General: Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. To the extent permitted by law, the Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Town, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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IN WITNESS WHEREOF, the undersigned parties have caused these presents to be signed by their duly authorized officers on the day and year first written above.

R 2012 MAR 04 57 MAR 20 2012

ATTEST:
SHARON R. BOCK,
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Deputy Clerk

By: [Signature]
Shelley Vana, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
County Attorney

By: [Signature]
Fire-Rescue

ATTEST:

TOWN OF PALM BEACH

By: [Signature]
Town Clerk

By: [Signature]
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature] Town Attorney

Date: 1/19/12

EXHIBIT A

**Palm Beach County Fire Rescue
Rate Schedule
Warranty, Vehicle and Staff Charges
Fiscal Year 2012**

<u>Type of Charge</u>	<u>Hourly Rate</u>
Warranty Rate	\$96.94
Vehicle Charges	
Engine	\$103
Haz Mat	\$195
Quint	\$230
Brush Truck	\$151
Tender	\$159
Rescue	\$30
Rescue/Pumper	\$55
Light & Air Truck	\$170
Staff Charges	
Firefighter (FF,PM,DO)	\$46
Company Officer	\$58
Chief Officer/District Chief	\$73
Investigator	\$54
Standard Staffing	
Engine	= one (1) Company Officer and two (2) Firefighters
Haz Mat	= two (2) Firefighters
Quint	= one (1) Company Officer and two (2) Firefighters
Brush Truck	= no additional personnel
Tender	= one (1) Firefighter
Rescue	= one (1) Company Officer and one (1) or two (2) Firefighters-depends on unit
Rescue/Pumper	= one (1) Company Officer and two (2) Firefighters

Additional charges may be required based on equipment damage/loss and personnel overtime and/or injuries.

All invoices will be based on half-hour increments. For example, a seventy-five minute call will be billed for one and one-half hours.

Details of calculations are available upon request.

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 115-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing and Approving a Purchase Order to Fisher Scientific in the Amount of \$268,824.76 for the Purchase of 34 Scott Air-Pak X3 Breathing Apparatus and Associated Equipment, as Recommended By Staff; and Establishing a Total Budget of \$268,824.76 in the 2017 Equipment Replacement Program.

Presenter

Kirk W. Blouin, Director of Public Safety

ATTACHMENTS:

- ▣ **Memorandum Dated June 20, 2017, from Kirk W. Blouin, Director of Public Safety**
- ▣ **Resolution No. 115-2017**
- ▣ **Fisher Scientific Quote**
- ▣ **Orange County Contract #Y15-1142-JS**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Kirk W. Blouin, Director of Public Safety

Re: Purchase of 34 Scott Air-Pak X3 Breathing Apparatus Through Orange County Contract #Y15-1142-JS
Resolution No. 115-2017

Date: June 20, 2017

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 115-2017 authorizing the purchase order to Fisher Scientific in the amount of \$268,824.76 for the purchase of 34 Scott Air-Pak X3 breathing apparatus through the Orange County Contract #Y15-1142-JS.

GENERAL INFORMATION

Self-Contained Breathing Apparatus (SCBA) coupled with the bunker gear is the most important part of personal protective equipment (PPE) for firefighter survival. The last purchase of SCBA was in 2008. A new National Fire Protection Association (NFPA) standard was implemented in 2013. New standards are adopted every five years, and sometimes extended. The next standard update is scheduled for 2018 but could be extended to 2019-2020. A purchase of SCBA now would ensure standard compliance for nearly all new equipment. The Department's aging SCBA only meet the 2007 NFPA standard.

The proposed equipment is due for replacement under the Department's schedule of depreciation. This purchase would outfit each department front-line apparatus, as well as two reserve units. This would include 34 SCBA, 4 RIT Packs, 70 masks, and 68 air cylinders.

FUNDING/FISCAL IMPACT

Funds were budgeted in the FY2017 Equipment Replacement account for this purchase. There is currently \$269,125 budgeted for this item.

PURCHASING REVIEW

These items have been reviewed by the Purchasing Division and are approved as recommended.

TOWN ATTORNEY REVIEW

The Resolution No. 115-2017 has been reviewed by the Town Attorney and approved as to legal form and sufficiency.

cc: Jane Struder, Director of Finance
Dean Mealy, Purchasing Manager
John C. Randolph, Town Attorney

RESOLUTION NO. 115-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AND APPROVING A PURCHASE ORDER TO FISHER SCIENTIFIC IN THE AMOUNT OF \$268,824.76 FOR THE PURCHASE OF 34 SCOTT AIR-PAK X3 BREATHING APPARATUS AND ASSOCIATED EQUIPMENT, AS RECOMMENDED BY STAFF; AND ESTABLISHING A TOTAL BUDGET OF \$268,824.76 IN THE 2017 EQUIPMENT REPLACEMENT PROGRAM.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The Town Council of the Town of Palm Beach hereby approves the purchase order to the Fisher Scientific Company in the amount of \$268,824.76 for the purchase of 34 Scott Air-Pak X3 breathing apparatus through the Orange County Contract #Y15-1142-JS.

Section 2. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate this purchase of said breathing apparatus and associated equipment per the Orange County Contract #Y15-1142-JS.

PASSED AND ADOPTED in regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of July, 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Susan A. Owens, Town Clerk

Margaret Zeidman, Town Council Member



Fisher Scientific
3970 Johns Creek Court, Suite 500
Suwanee, GA 30024
Phone: (352) 256-4925
Brett.ortengren@thermofisher.com

QUOTATION

Quote Valid Until August 30, 2017

Person Quoted:	Dean Mealy, II	Date:	June 26, 2017
Company Name:	Town of Palm Beach County	ACCT #:	
Address:	951 Okeechobee Road, Suite 'D'	Phone:	
City and State:	West Palm Beach, FL 33401	Fax:	
FOB:	Origin	Email:	dmealy@TownOfPalmBeach.com
		Quoted By:	Brett Ortengren

Pricing is based on current Orange County Contract Y15-1142-JS Scott NFPA 38.25% off List.

<u>QTY</u>	<u>UM</u>	<u>PART #</u>	<u>DESCRIPTION</u>	<u>LIST PRICE</u>	<u>YOUR PRICE</u>	<u>EXT. PRICE</u>
34		X3414022200302	SCBA Model: Air-Pak X3 with Snap-Change Harness: Standard Harness Pressure: 4500 Belt Type: Standard Escape Rope: No Escape Rope Regulator Type: Quick Connect Hose EBSS: Dual EBSS Airline Option: None Console Type: Pak-Tracker Case: No Case Packaging: 2 SCBA Per Box	\$ 7,870.00	\$ 4,859.73	\$ <u>165,230.65</u>
75		200129-01	4500 PSI 45 minute Carbon Cylinder NX3 Snap Fitting	\$ 1,470.00	\$ 907.73	\$ <u>68,079.38</u>
75			Logo Cylinder	\$ 35.00	\$ 35.00	\$ <u>2,625.00</u>
78			AV-3000 HT (M), KVLR w/ R BRKT	\$ 395.00	\$ 243.91	\$ <u>19,025.18</u>
4			4500 psig, 60 Minute Cylinder & CGA Valve	\$ 1,640.00	\$ 1,012.70	\$ <u>4,050.80</u>
4			RIT-Pak III with Carrying Bag, Shoulder Strap, 6' EBSS Hose, 5' RIC Hose, Facepiece RIT E-Z-Flo Regulator	\$ 3,520.00	\$ 2,453.44	\$ <u>9,813.76</u>
Total						\$ <u>268,824.76</u>

The above pricing includes shipping and all other considerations of the contract.



PURCHASING AND CONTRACTS DIVISION

JOHNNY M. RICHARDSON, CPPO, CFCM, Manager

400 E. South Street, 2nd Floor • Reply To: Post Office Box 1393 • Orlando, Florida 32801-1393
407-836-5635 • Fax: 407-836-5899 • <http://www.ocfl.net>

TERM CONTRACT NO.Y15-1142D

Fire Rescue and Hazmat Supplies and Equipment

**Lots 4, 5, 6, 10, 11, 15, 16, 17, 18, 19, 31, 32, 33, 34, 40, 41,
42, 50, 54, 55, 56, 57, 60, 62, 63, 64, 65, 66, 67, 68, 69, 70,
71, 72, 73, 74, 77, 78, 79, 80, 82 & 86**

TO: Fisher Scientific, LLC
300 Industry Drive
Pittsburgh, PA 15275

This is to inform you that the Orange County Board of County Commissioners hereby enters into a term contract subject to the following:

TERMS AND CONDITIONS

1. Acceptance:

This contract is our acceptance of your offer in response to our **Invitation for Bids No. Y15-1142-JS, Fire Rescue and Hazmat Supplies and Equipment – TERM CONTRACT**, and is subject to all terms and conditions therein.

2. Term of Contract:

- A. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids.
- B. This contract is effective **September 22, 2015**, and shall remain in effect through **September 21, 2018**. The estimated contract award for this period is \$2,500,000.00.
- C. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.
- D. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

3. Ordering against Contract:

- A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for delivery.
- B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners.

4. Taxes:

The County has the following tax exemption certificates assigned.

- A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;
- B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

5. Invoicing:

- A. Invoices must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

Orange County Fire Rescue Department
Financial Services Division
P.O. Box 8579
Winter Park, Florida 32793
Phone 407-836-9871

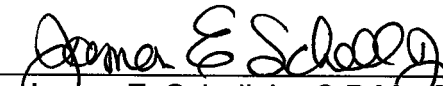
In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

- B. Invoices against this contract are authorized only at the prices stated in your bid response, unless otherwise provided in the Invitation for Bids.

6. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

BY:


James E. Schell Jr., C.P.M., CPPB, FCPA
Procurement Division

DATE:

9-21-2015

BID RESPONSE FORM
Y15-1142-JS
FIRE RESCUE AND HAZMAT SUPPLIES AND EQUIPMENT



The contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

Lots 1 through 86 are Percentage Discounts for Equipment and Parts, manufacturer's most recently published price list.

<u>LOT NO.</u>	<u>MANUFACTURER</u>	<u>% DISCOUNT</u>
1.	Ajax	_____
2.	Akron, parts	_____
3.	Akron, non-parts	_____
4.	Alco-Lite	<u>28</u>
Delivery for Lots 1 through 4 shall be no later than 60 days ARO.		
5.	Amerex	<u>42</u>
6.	American Firewear	<u>43</u>
Delivery for Lots 5 and 6 shall be no later than 45 days ARO.		
7.	Amkus	_____
8.	Angus	_____
Delivery for Lots 7 and 8 shall be no later than 60 days ARO.		
9.	Black Diamond	_____
Delivery for Lot 9 shall be no later than 30 days ARO.		
10.	BlowHard Fans	<u>15</u>
Delivery for Lot 10 shall be no later than 45 days ARO.		
11.	Brady Labelizer	<u>18</u>

Delivery for Lot 11 shall be no later than 30 days ARO.

Fisher Scientific, LLC
Company Name

- | | | |
|-----|--------------------------|-----------|
| 12. | Bullard, head protection | _____ |
| 13. | Bullard, thermal imaging | _____ |
| 14. | Circle D | _____ |
| 15. | CMC | <u>23</u> |
| 16. | Drager, gas detection | <u>24</u> |
| 17. | Drager, respiratory | <u>24</u> |
| 18. | DuPont | <u>43</u> |
| 19. | Ergodyne | <u>34</u> |
| 20. | Firecom | _____ |
| 21. | Fire Hooks Unlimited | <u>13</u> |
| 22. | Garmin GPS | _____ |

Delivery for Lots 12 through 22 shall be no later than 45 days ARO.

- | | | |
|-----|----------------|-------|
| 23. | Globe | _____ |
| 24. | Globe Footwear | _____ |
| 25. | Globe Lifeline | _____ |

Delivery for Lots 23 through 25 shall be no later than 30 days ARO.

- | | | |
|-----|---------------------------|-------|
| 26. | Hale/Class 1, Category A, | _____ |
| 27. | Hale/Class 1, Category B, | _____ |
| 28. | Hale/Class 1, Category E, | _____ |
| 29. | Hale/Class 1, Category F, | _____ |

Delivery for Lots 26 through 29 shall be no later than 60 days ARO.

- | | | |
|-----|-------|-------|
| 30. | Havis | _____ |
|-----|-------|-------|

Delivery for Lot 30 shall be no later than 45 days ARO.

Fisher Scientific LLC
Company Name

31. Honeywell, bunker gear

58

Delivery for Lot 31 shall be no later than 30 days ARO.

32. Honeywell, boots

47

33. Honeywell, helmets

53

34. Honeywell, accessories

45

35. Hubbell, wiring devices

36. Hurst, high pressure rescue equipment

37. Hurst, E-Draulic rescue equipment

38. Hurst, specialty rescue tools

39. Janesville/Lion

40. Kappler

43

41. Kocheck, fire hose

49.5

42. Kocheck, non fire hose

49.5

Delivery for Lots 32 through 42 shall be no later than 45 days ARO.

43. Life Liners

Delivery for Lot 43 shall be no later than 30 days ARO.

44. Mercedes, fire hose

45. Milwaukee Strap

46. MSA, thermal imaging

47. MSA Cairns

48. MTS

49. National Foams

50. Niedner, fire hose

30

51. Paratech

52. Partner Saws

Fisher Scientific, LLC

Company Name

53. Paulson

Delivery for Lots 44 through 53 shall be no later than 45 days ARO.

54. PGI Cobra

32

55. PGI Fireline

32

Delivery for Lots 54 and 55 shall be no later than 30 days ARO.

56. Pigeon Mountain

25

57. Power Breezer

22

58. Protective Industrial Products

18

59. Radio Tech

60. RAE Systems

23.5

61. Red Head

62. Ringer Gloves

41

Delivery for Lots 56 through 62 shall be no later than 45 days ARO.

63. Saint-Gobain

18

Delivery for Lot 63 shall be no later than 60 days ARO.

64. Scott Safety, compressors

11.5

65. Scott Safety, respiratory (non-NPFA)

29

66. Scott Safety, SCBA (NFPA)

38.25

67. Scott Safety, thermal imaging

17.5

68. Shelby

29.5

69. Shelby, extraction gloves

30

70. Snaoptite, fire hose - All American

40.5

71. Snaoptite, non fire hose - All American

40.5

72. Sperian, gas detection

25

73. Sperian, respiratory

15

Fisher Scientific, LLC

Company Name

74.	Streamlight	<u>50.5</u>
75.	Supervac, parts	<u> </u>
76.	Supervac, non-parts	<u> </u>
77.	Tecgen	<u>21</u>
78.	Thermo Scientific, radiation detection	<u>4</u>
79.	Thermo Scientific, portable optical analysis	<u>3</u>
80.	Tingley	<u>44</u>
81.	Trimble GPS	<u> </u>
82.	True North	<u>26</u>
83.	Whelen Products	<u> </u>
84.	Williams Fire Hazard, firefighting foams	<u> </u>
85.	Worden	<u> </u>
86.	Zico Ziamatic	<u>31</u>

Delivery for Lots 64 through 86 shall be no later than 45 days ARO.

Fisher Scientific, LLC
Company Name

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Delivery shall be not later than the number of calendar days After Receipt of Order (ARO) per the Bid Response Form.

Inquiries regarding this Invitation for Bids may be directed to Jim Schell, Senior Purchasing Agent, at Jim.Schell@ocfl.net.

Bid Response Documents - The following documents constitute your bid:

- A. Bid Response Form, Authorized Signatories/Negotiators, Drug-Free Workplace, Schedule of Sub-contracting, Conflict/Non-Conflict of Interest Form, E-Verification Certification, and current W9, Relationship Disclosure Form and Orange County Specific Project Expenditure Report. **Please make sure forms are fully executed where required.**
- B. Qualifications of Bidders information, per Special Terms and Conditions.
- C. Completed attached reference documentation.

PAGE 27A

ADDENDUM NO. 1

IFB #Y15-1142-JS

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: Fisher Scientific, LLC

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: 23-2942737 D-U-N-S® # 004321519

300 Industry Drive Pittsburgh
(Street No. or P.O. Box Number) (Street Name) (City)
PA 15275
(County) (State) (Zip Code)

Contact Person: Michael Botet

Phone Number: 407-687-9509 Fax Number: 407-977-9045

Email Address: mike.botet@thermo.com

EMERGENCY CONTACT

Emergency Contact Person: Buddy mills

Telephone Number: 407-952-1077 Cell Phone Number: 407-952-1077

Residence Telephone Number: 407-952-1077 Email: Buddy.mills@thermo.com

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. 1, Date 7-29-15 Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email
Michael Botet	Segment Director	407-687-9509
mike.Botet@thermo.com		


(Signature)

8-11-15
(Date)

Segment Director
(Title)

Fisher Scientific, LLC
(Name of Business)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

☐ Sole Proprietorship ☐ Partnership ☐ Non-Profit
☐ Joint Venture ☒ Corporation LLC

State of Incorporation: Delaware

Principal Place of Business (Florida Statute Chapter 607): Pittsburgh/Allegheny/PA
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is 23-2942737

DRUG-FREE WORKPLACE FORM

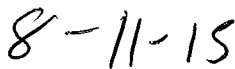
The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that Fisher Scientific, LLC does:
Name of Business

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, 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 Paragraph 1.
4. In the statement specified in Paragraph 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 Florida Statute 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 Paragraphs 1 thru 5.

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



Bidder's Signature



Date

SCHEDULE OF SUBCONTRACTING

IFB NO. Y15-1142-JS

As specified in the General Terms and Conditions and the Bid Preference Clause in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

Name Of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted
N/A			

Company Name: Fisher Scientific, LLC

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

☒ To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

☐ The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

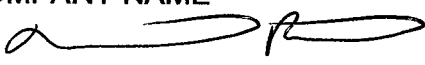
LITIGATION STATEMENT

CHECK ONE

☒ The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

☐ The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

Fisher Scientific, LLC
COMPANY NAME


AUTHORIZED SIGNATURE

Michael Botet
NAME (PRINT OR TYPE)

Segment Director
TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

E VERIFICATION CERTIFICATION

Contract No.Y15-1142-JS

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y15-1142-JS, Fire Rescue and Hazmat Supplies and Equipment**, within the state of Florida.

NAME OF CONTRACTOR: Fisher Scientific, LLC

ADDRESS OF CONTRACTOR: 300 Industry Drive
Pittsburgh PA 15275

AUTHORIZED SIGNATURE: 

TITLE: Segment Director

DATE: 8-11-15

July 29, 2015

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
IFB #Y15-1142-JS
FIRE RESCUE AND HAZMAT SUPPLIES AND EQUIPMENT**

ADDENDUM NUMBER 1:

1. Please replace Bid Response Form pages 23 through 27 with the attached pages 23A through 27A.
2. All other terms and conditions remain unchanged.

ACKNOWLEDGEMENT OF ADDENDA

- a. The bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of the bid.
- b. Receipt acknowledged by:

Authorized Signer

Date Signed

Title

Name of Bidder

**BID RESPONSE FORM
Y15-1142-JS
FIRE RESCUE AND HAZMAT SUPPLIES AND EQUIPMENT**

The contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

Lots 1 through 86 are Percentage Discounts for Equipment and Parts, manufacturer's most recently published price list.

<u>LOT NO.</u>	<u>MANUFACTURER</u>	<u>% DISCOUNT</u>
1.	Ajax	_____
2.	Akron, parts	_____
3.	Akron, non-parts	_____
4.	Alco-Lite	_____
Delivery for Lots 1 through 4 shall be no later than 60 days ARO.		
5.	Amerex	_____
6.	American Firewear	_____
Delivery for Lots 5 and 6 shall be no later than 45 days ARO.		
7.	Amkus	_____
8.	Angus	_____
Delivery for Lots 7 and 8 shall be no later than 60 days ARO.		
9.	Black Diamond	_____
Delivery for Lot 9 shall be no later than 30 days ARO.		
10.	BlowHard Fans	_____
Delivery for Lot 10 shall be no later than 45 days ARO.		
11.	Brady Labelizer	_____
Delivery for Lot 11 shall be no later than 30 days ARO.		

Company Name

- | | | |
|-----|--------------------------|-------|
| 12. | Bullard, head protection | _____ |
| 13. | Bullard, thermal imaging | _____ |
| 14. | Circle D | _____ |
| 15. | CMC | _____ |
| 16. | Drager, gas detection | _____ |
| 17. | Drager, respiratory | _____ |
| 18. | DuPont | _____ |
| 19. | Ergodyne | _____ |
| 20. | Firecom | _____ |
| 21. | Fire Hooks Unlimited | _____ |
| 22. | Garmin GPS | _____ |

Delivery for Lots 12 through 22 shall be no later than 45 days ARO.

- | | | |
|-----|----------------|-------|
| 23. | Globe | _____ |
| 24. | Globe Footwear | _____ |
| 25. | Globe Lifeline | _____ |

Delivery for Lots 23 through 25 shall be no later than 30 days ARO.

- | | | |
|-----|---------------------------|-------|
| 26. | Hale/Class 1, Category A, | _____ |
| 27. | Hale/Class 1, Category B, | _____ |
| 28. | Hale/Class 1, Category E, | _____ |
| 29. | Hale/Class 1, Category F, | _____ |

Delivery for Lots 26 through 29 shall be no later than 60 days ARO.

- | | | |
|-----|-------|-------|
| 30. | Havis | _____ |
|-----|-------|-------|

Delivery for Lot 30 shall be no later than 45 days ARO.

Company Name

- | | | |
|---|---------------------------------------|-------|
| 31. | Honeywell, bunker gear | _____ |
| Delivery for Lot 31 shall be no later than 30 days ARO. | | |
| 32. | Honeywell, boots | _____ |
| 33. | Honeywell, helmets | _____ |
| 34. | Honeywell, accessories | _____ |
| 35. | Hubbell, wiring devices | _____ |
| 36. | Hurst, high pressure rescue equipment | _____ |
| 37. | Hurst, E-Draulic rescue equipment | _____ |
| 38. | Hurst, specialty rescue tools | _____ |
| 39. | Janesville/Lion | _____ |
| 40. | Kappler | _____ |
| 41. | Kocheck, fire hose | _____ |
| 42. | Kocheck, non fire hose | _____ |
| Delivery for Lots 32 through 42 shall be no later than 45 days ARO. | | |
| 43. | Life Liners | _____ |
| Delivery for Lot 43 shall be no later than 30 days ARO. | | |
| 44. | Mercedes, fire hose | _____ |
| 45. | Milwaukee Strap | _____ |
| 46. | MSA, thermal imaging | _____ |
| 47. | MSA Cairns | _____ |
| 48. | MTS | _____ |
| 49. | National Foams | _____ |
| 50. | Niedner, fire hose | _____ |
| 51. | Paratech | _____ |
| 52. | Partner Saws | _____ |

Company Name

53.	Paulson	_____
Delivery for Lots 44 through 53 shall be no later than 45 days ARO.		
54.	PGI Cobra	_____
55.	PGI Fireline	_____
Delivery for Lots 54 and 55 shall be no later than 30 days ARO.		
56.	Pigeon Mountain	_____
57.	Power Breezer	_____
58.	Protective Industrial Products	_____
59.	Radio Tech	_____
60.	RAE Systems	_____
61.	Red Head	_____
62.	Ringer Gloves	_____
Delivery for Lots 56 through 62 shall be no later than 45 days ARO.		
63.	Saint-Gobain	_____
Delivery for Lot 63 shall be no later than 60 days ARO.		
64.	Scott Safety, compressors	_____
65.	Scott Safety, respiratory (non-NPFA)	_____
66.	Scott Safety, SCBA (NFPA)	_____
67.	Scott Safety, thermal imaging	_____
68.	Shelby	_____
69.	Shelby, extraction gloves	_____
70.	Snaptime, fire hose	_____
71.	Snaptime, non fire hose	_____
72.	Sperian, gas detection	_____
73.	Sperian, respiratory	_____

Company Name

74.	Streamlight	_____
75.	Supervac, parts	_____
76.	Supervac, non-parts	_____
77.	Tecgen	_____
78.	Thermo Scientific, radiation detection	_____
79.	Thermo Scientific, portable optical analysis	_____
80.	Tingley	_____
81.	Trimble GPS	_____
82.	True North	_____
83.	Whelen Products	_____
84.	Williams Fire Hazard, firefighting foams	_____
85.	Worden	_____
86.	Zico Ziamatic	_____

Delivery for Lots 64 through 86 shall be no later than 45 days ARO.

Company Name

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

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Inquiries regarding this Invitation for Bids may be directed to Jim Schell, Senior Purchasing Agent, at Jim.Schell@ocfl.net.

Bid Response Documents - The following documents constitute your bid:

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- B. Qualifications of Bidders information, per Special Terms and Conditions.
- C. Completed attached reference documentation.

PAGE 27A

ADDENDUM NO. 1

IFB #Y15-1142-JS

TC Meeting 07-12-17

INVITATION FOR BIDS #Y15-1142-JS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Orange County, Florida, henceforth referred to as the County is accepting sealed bids for:

**FIRE RESCUE AND HAZMAT SUPPLIES AND EQUIPMENT
TERM CONTRACT**

Sealed bid offers in an **original** and **three (3) copies** for furnishing the above will be accepted up to **2:00 PM (local time), Thursday, August 13, 2015**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies of the bid documents may be obtained from the Orange County Procurement Division at the above address. Copies may be requested by phoning (407) 836-5635 or by download from the Internet at:

<http://apps.ocfl.net/orangebids/bidopen.asp>

Johnny M. Richardson, CPPO, CFCM
Manager, Procurement Division

NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Jim Schell, Senior Purchasing Agent at Jim.Schell@ocfl.net.

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EXPENDITURE REPORT- FREQUENTLY ASKED QUESTIONS (FAQ)	
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EXHIBIT E – WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, and sealed in an envelope bearing the bid number on the outside and mailed or presented to the Procurement Division on or before the specified time and date. **Failure to comply with the preceding requirements shall result in the rejection of the bid.**

Bids submitted by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed bid shall be rejected as non-responsive regardless of where it is received.

It is the sole responsibility of the Bidder to ensure that their bid reaches the Procurement Division. All bids, unless otherwise specified, must be delivered to the following address no later than the time and date specified in the solicitation:

Procurement Division
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, FL 32801

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any bid. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Late bids will be returned to the Bidder unopened. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

All bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Procurement Division at the address listed above or by calling 407-836-5635. Please specify the bid number for which you are inquiring.

2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to Jim.Schell@ocfl.net, no later than 5:00 PM Friday, July 31, 2015 to the attention of Jim Schell, Procurement Division, referencing the IFB number. When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders. Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

This provision exists solely for the convenience and administrative efficiency of Orange County. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising there from.

3. PRICE/DELIVERY

Price(s) bid must be the price(s) for new goods, unless otherwise specified. Any bids containing modifying or "escalator" clauses will not be considered unless specifically requested in the bid specifications.

"Acceptance" as herein used means the acceptance by Orange County after the Manager, Procurement Division or authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries resulting from this bid are to be performed during the normal working hours of the County. Time is of the essence and the Contractor's delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the stated date, the County reserves the right to **CANCEL** the order or contract and make the purchase elsewhere, and the Contractor shall be required to compensate the County for the difference in price paid for the alternate goods. The Contractor shall be responsible for making any and all claims against carriers for missing or damage goods. Partial shipments will be acceptable unless otherwise stated.

4. FEDERAL AND STATE TAX

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

5. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

The County reserves the right, and the Manager, Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

6. NO BID

Where more than one item is listed, any items not bid upon shall be indicated as "NO BID".

7. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

8. LEGAL REQUIREMENTS

All applicable Federal and State laws and County ordinances that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

- A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- B. Minority/Women Business Enterprises (M/WBE) indicates a business entity of which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanic, Women, Native American, Asian-Pacific, Asian-Indian. Businesses wishing to participate in the County procurement process as an M/WBE are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

9. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Contractor and the County for any terms and conditions not specifically stated in this Invitation for Bids.

10. MISTAKES

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

11. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Orange County Board of County Commissioners, or other specified funding source for this procurement.

12. EEO STATEMENT

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

13. BID TABULATION AND RESULTS

Bid tabulations shall be available thirty (30) days after opening on the Orange County website at: <http://apps.ocfl.net/orangebids/bidresults/results.asp> or upon notice of intended action, whichever is sooner.

14. BID FORMS

All bids must be submitted on the County's standard Bid Response Form. Bids on Bidder's quotation forms shall not be accepted.

15. FLORIDA PREFERENCE

In the event this Invitation for Bids is to acquire personal property and the lowest responsive and responsible bid submitted in response to this Invitation for Bids, is by a bidder whose principal place of business is in a state other than Florida and such state or political subdivision thereof grants a preference for the purchase of personal property to a person whose principal place of business is in said state, then Orange County Florida may award a preference to the lowest responsive and responsible bidder having a principal place of business within the State of Florida. Such preference shall be equal to the preference granted by the state in which the lowest responsive and responsible bidder has its principal place of business. This section shall not apply to transportation projects in which Federal aid funds are used.

Any bidder whose principal place of business is outside the State of Florida must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Reference Florida Statutes 287.084.

16. RECIPROCAL PREFERENCE

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such a county, then Orange County may award a preference to the next lowest responsive and responsible bidder having a principal place of business within Orange County Florida. Such preference shall be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business except as provided below.

Effective July 1, 2015 the reciprocal local preference shall not apply to construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

17. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Procurement Division and at:

<http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**
<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**
<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

Failure to file a protest with the Manager, Procurement Division by 5:00 PM on the fifth full business day after posting, shall constitute a waiver of bid protest proceedings.

18. BID AND RELATED COSTS

By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the County shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

19. CONTRACTUAL AGREEMENT

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document, and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

20. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

21. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form is attached and shall be completed and submitted with your bid.

22. SUBCONTRACTING

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors Form".

23. CONFLICT OF INTEREST FORM

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

24. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code**. This form shall be completed and submitted with all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the purchasing agent identified in the applicable solicitation.
- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with the applicable bid to an Orange County solicitation.

No contract award shall be made unless these forms have been completed and submitted with the bid. Any questions concerning these forms shall be addressed to the purchasing agent identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

25. SUBMISSION OF BID

The bid must be mailed or hand delivered in a sealed envelope to:

ORANGE COUNTY PROCUREMENT DIVISION
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801

Bidders must indicate on the sealed envelope the following:

- A. **Invitation for Bids Number**
- B. **Hour and Date of Opening**
- C. **Name of Bidder**

Bids received after the time, date, and/or at the location specified, due to failure to identify the envelope with the above information shall be rejected.

26. COPIES

Copies of documents, records, materials, and/or reproductions requests will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

27. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

If a prospective bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

28. ASSISTANCE WITH SPECIFICATIONS

Any prospective bidder who assisted the County in developing or writing the specifications contained herein are requested to so note such on the bid response page.

29. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

30. PATENTS AND ROYALTIES

Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.

If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

31. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

32. CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Procurement Division, at the phone number on the bid cover sheet prior to bid opening, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the Bidder and the County.

33. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
- C. No attempt has been made or shall be made by the Bidder to induce any other person or bidder to submit or not to submit a bid for the purpose of restricting competition.

34. SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

35. PRICING/AUDIT

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's subcontractors used to procure goods under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors and suppliers.

36. EMPLOYEES OF THE CONTRACTOR

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the Contractor, remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

37. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Contractors and their personnel during contract performance on County owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

38. CONTRACT CLAIMS

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County, relating to a particular contract shall be submitted to the Manager, Procurement Division in writing clearly labeled “Contract Claim” requesting a final decision. The Contractor also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.”

Failure to document a claim in this manner shall render the claim null and void. No claim shall be accepted after final payment of the contract.

The decision of the Manager, Procurement Division shall be issued in writing and furnished to the Contractor. The decision shall state the reasons for the decision reached. The Manager, Procurement Division shall render the final decision within sixty (60) days after receipt of Contractor’s written request for a final decision. The Manager, Procurement Division decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager, Procurement Division.

39. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

40. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all proposers should be aware that Invitation for Bids and the responses thereto are in the public domain. Bidders must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. If a Bidder fails to cite the applicable exempting law, we will treat the information as public.

41. FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

All Contracts in excess of one hundred thousand dollars (\$100,000) shall comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7401 et seq.) as amended and Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.) as amended.

SPECIAL TERMS AND CONDITIONS

1. QUALIFICATION OF BIDDERS

This bid shall be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with the bid:

- A. List and brief description of similar work satisfactorily completed with location, dates of contract, names, addresses, email addresses and telephone numbers of owners by completing the attached reference sheets.
- B. List of personnel who will be responsible for servicing the Orange County account to include telephone numbers, e-mail addresses and cell telephone numbers.
- C. **Bidders, other than manufacturers, shall be factory authorized distributors and/or repair facilities responsible for providing specific manufacturer products and/or services and have the authorization to ship from manufacturer's stock and submit a letter from the manufacturer being bid stating same.**

Failure to submit the above requested information may be cause for rejection of your bid.

The determination on whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request the submission of a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etc., the County's determination of a bidder's responsibility shall not be solely based on the number of similar procurements the bidder provides but the entirety of the bidder's qualifications.

2. MANUFACTURERS

The manufacturers listed in this bid are the only manufacturers that will be considered. Do not offer alternate manufacturers as they will not be considered for contract award.

3. LICENSES AND PERMITS

Prior to furnishing the requested product(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete all contractual requirements. These licenses and permits shall be readily available for review by the Manager, Procurement Division or authorized designee.

4. **BID ACCEPTANCE PERIOD**

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw their bid or provide a written extension of their bid.

5. **AWARD**

Award shall be made on a lot-by-lot basis. Award shall be made to the responsive and responsible bidder who submits the highest discount from the manufacturer's most recent published price list, as submitted with the bid, for each lot.

6. **F.O.B. POINT**

The F.O.B. point will be a destination within Orange County. The bid shall include all costs of packaging, transporting, delivery and unloading. **This shall include inside delivery if requested to the designated point within Orange County.**

7. **DELIVERY**

Delivery time is of the essence in the award of this Invitation for Bids. The delivery requirements for each manufacturer (lot) are indicated on the Bid Response Form. Bids submitted which fail to meet these requirements shall be cause for rejection.

It is hereby understood and mutually agreed to by and between parties hereto that the time of delivery is an essential condition of this contract.

8. **TERMINATION**

A. **Termination for Default:**

The County may, by written notice to the Contractor terminate this contract for default in whole or in part (delivery orders, if applicable) if the Contractor fails to:

1. Provide goods or services that comply with the specifications herein or fails to meet the County's performance standards
2. Deliver the goods or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the County shall provide adequate written notice to the Contractor through the Manager, Procurement Division, affording the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the Contractor shall have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Contractor shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
4. Continue and complete all parts of that work that have not been terminated.

If the Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience:

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) calendar days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

9. AS SPECIFIED

All goods delivered shall meet the specifications herein. Goods delivered not as specified shall be returned at no expense by Orange County. The County may return, for full credit, any unused goods received which fail to meet the County's performance standards. Replacement goods meeting specifications shall be submitted within a reasonable time after rejection of the non-conforming goods.

10. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response to this solicitation, the Bidder certifies that all material, equipment, etc., contained in their bid meets all OSHA requirements. Bidder further certifies that if they are the awarded Contractor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Contractor.

11. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

12. CODES AND REGULATIONS

The Contractor shall strictly comply with all Federal, State and local codes and regulations.

13. PAYMENT

Partial payments for the value of goods received and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted equipment/goods/services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Fire Rescue Department
Financial Services Division
P.O. Box 8579
Winter Park, FL 32793
Phone 407-836-9871

In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

14. EQUIPMENT/SERVICE

- A. The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the Contractor from furnishing a complete unit.
- B. All equipment shall be new, or current manufacture in production at the time of bid opening and carry standard warranties. The Contractor shall service all equipment prior to delivery.
- C. Bids shall be considered only on equipment which can, on short notice, be serviced and maintained by the Contractor. At the time of bid opening, the Bidder shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being bid. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the general public in the usual course of business. The Bidder shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum of delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.
- D. Bidder shall indicate the nearest available location for replacement parts, how long parts shall be available on the market and the number of days to receive parts after receipt of order. The space for this information is included on the Bid Response Form.

15. WARRANTY

The Contractor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of one (1) year from date of delivery/acceptance by Orange County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the County, immediately upon written notice from the County's authorized representative. The Contractor shall be responsible for either repairing the equipment on site or transporting the equipment to their repair facility at no cost to the County. All warranty provisions of the Uniform Commercial Code shall additionally apply.

16. MANUALS

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment. The cost of these manuals shall be included in the unit price.

Operation Manual 2 copies

Parts Manual 2 copies

Repair Manual 2 copies

17. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of three (3) years. The contract may be renewed for two (2) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.
- B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an "as needed" basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the County's rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

18. PRICE LISTS

The price of some or all goods on this bid shall be based upon either a discount from or mark up to a price list(s). Bidders shall submit one (1) hard copy price list and the same price list on a CD, if available as a Word or Excel for Windows file, with their bid.

19. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

20. BID PREFERENCE

In accordance with the Minority Women Owned Business Enterprise (MWBE) Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible Orange County certified MWBE bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% - Bids Up To \$100,000**
- B. 7% - Bids Greater Than \$100,000 to \$500,000**
- C. 6% - Bids Greater Than \$500,000 to \$750,000**
- D. 5% - Bids Greater Than \$750,000 to \$2,000,000**
- E. 4% - Bids Greater Than \$2,000,000 to \$5,000,000**
- F. 3% - Bids Greater Than \$5,000,000**

In accordance with the Service Disabled Veteran Business Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible registered Service Disabled Veteran bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% - Bids Up To \$100,000**
- B. 7% - Bids Greater Than \$100,000 to \$500,000**
- C. 6% - Bids Greater Than \$500,000 to \$750,000**
- D. 5% - Bids Greater Than \$750,000 to \$2,000,000**
- E. 4% - Bids Greater Than \$2,000,000 to \$5,000,000**
- F. 3% - Bids Greater Than \$5,000,000**

In the event of a tie between an M/WBE and an SDV with all else being equal, the award shall be made to the firm with the lowest business net worth.

21. METHOD OF ORDERING

The County shall issue Delivery (Purchase) Orders against the contract on an as needed basis for the goods or services listed on the Bid Response Form.

22. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all goods or services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

23. REFERENCES

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner. Contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

24. REQUIREMENTS CONTRACT

This is a Requirements Contract and the County's intent is to order from the Contractor all of the goods or services specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source.

The County's requirements in this contract are estimated and there is no commitment by the County to order any specified amount. If the estimated quantities are not achieved, this shall not be the basis for an equitable adjustment.

If the Manager, Procurement Division determines that the Contractor's performance is less than satisfactory, the County may order the goods or services from other sources until the deficient performance has been cured or the contract terminated.

**BID RESPONSE FORM
Y15-1142-JS
FIRE RESCUE AND HAZMAT SUPPLIES AND EQUIPMENT**

The contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

Lots 1 through 79 are Percentage Discounts for Equipment and Parts, manufacturer's most recently published price list.

<u>LOT NO.</u>	<u>MANUFACTURER</u>	<u>% DISCOUNT</u>
1.	Ajax	_____
2.	Akron, parts	_____
3.	Akron, non-parts	_____
4.	Alco-Lite	_____
Delivery for Lots 1 through 4 shall be no later than sixty (60) days ARO.		
5.	Amerex	_____
6.	American Firewear	_____
Delivery for Lots 5 and 6 shall be no later than forty-five (45) days ARO.		
7.	Amkus	_____
8.	Angus	_____
Delivery for Lots 7 and 8 shall be no later than sixty (60) days ARO.		
9.	BlowHard Fans	_____
Delivery for Lot 9 shall be no later than forty-five (45) days ARO.		
10.	Brady Labelizer	_____
Delivery for Lot 10 shall be no later than thirty (30) days ARO.		
11.	Bullard, head protection	_____

Company Name

- | | | |
|-----|--------------------------|-------|
| 12. | Bullard, thermal imaging | _____ |
| 13. | Circle D | _____ |
| 14. | CMC | _____ |
| 15. | Drager, gas detection | _____ |
| 16. | Drager, respiratory | _____ |
| 17. | DuPont | _____ |
| 18. | Ergodyne | _____ |
| 19. | Firecom | _____ |
| 20. | Fire Hooks Unlimited | _____ |
| 21. | Garmin GPS | _____ |
| 22. | Globe | _____ |

Delivery for Lots 11 through 22 shall be no later than forty-five (45) days ARO.

- | | | |
|-----|---------------------------|-------|
| 23. | Hale/Class 1, Category A, | _____ |
| 24. | Hale/Class 1, Category B, | _____ |
| 25. | Hale/Class 1, Category E, | _____ |
| 26. | Hale/Class 1, Category F, | _____ |

Delivery for Lots 23 through 26 shall be no later than sixty (60) days ARO.

- | | | |
|-----|-------|-------|
| 27. | Havis | _____ |
|-----|-------|-------|

Delivery for Lot 27 shall be no later than forty-five (45) days ARO.

- | | | |
|-----|------------------------|-------|
| 28. | Honeywell, bunker gear | _____ |
|-----|------------------------|-------|

Delivery for Lot 28 shall be no later than thirty (30) days ARO.

- | | | |
|-----|--------------------|-------|
| 29. | Honeywell, boots | _____ |
| 30. | Honeywell, helmets | _____ |

Company Name

31.	Honeywell, accessories	_____
32.	Hubbell, wiring devices	_____
33.	Hurst, high pressure rescue equipment	_____
34.	Hurst, E-Draulic rescue equipment	_____
35.	Hurst, specialty rescue tools	_____
36.	Janesville/Lion	_____
37.	Kappler	_____
38.	Kocheck, fire hose	_____
39.	Kocheck, non fire hose	_____
40.	Mercedes, fire hose	_____
41.	Milwaukee Strap	_____
42.	MSA, thermal imaging	_____
43.	MTS	_____
44.	National Foams	_____
45.	Niedner, fire hose	_____
46.	Paratech	_____
47.	Partner Saws	_____
48.	Paulson	_____
49.	Pigeon Mountain	_____
50.	Power Breezer	_____
51.	Protective Industrial Products	_____
52.	Radio Tech	_____
53.	RAE Systems	_____

Company Name

54.	Red Head	_____
55.	Ringer Gloves	_____
Delivery for Lots 29 through 55 shall be no later than forty-five (45) days ARO.		
56.	Saint-Gobain	_____
Delivery for Lot 56 shall be no later than sixty (60) days ARO.		
57.	Scott Safety, compressors	_____
58.	Scott Safety, respiratory (non-NPFA)	_____
59.	Scott Safety, SCBA (NFPA)	_____
60.	Scott Safety, thermal imaging	_____
61.	Shelby	_____
62.	Shelby, extraction gloves	_____
63.	Snaptite, fire hose	_____
64.	Snaptite, non fire hose	_____
65.	Sperian, gas detection	_____
66.	Sperian, respiratory	_____
67.	Streamlight	_____
68.	Supervac, parts	_____
69.	Supervac, non-parts	_____
70.	Tecgen	_____
71.	Thermo Scientific, radiation detection	_____
72.	Thermo Scientific, portable optical analysis	_____
73.	Tingley	_____
74.	Trimble GPS	_____

Company Name

- | | | |
|-----|--|-------|
| 75. | True North | _____ |
| 76. | Whelen Products | _____ |
| 77. | Williams Fire Hazard, firefighting foams | _____ |
| 78. | Worden | _____ |
| 79. | Zico Ziamatic | _____ |

Delivery for Lots 57 through 79 shall be no later than forty-five (45) days ARO.

Company Name

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Delivery shall be not later than the number of calendar days After Receipt of Order (ARO) per the Bid Response Form.

Inquiries regarding this Invitation for Bids may be directed to Jim Schell, Senior Purchasing Agent, at Jim.Schell@ocfl.net.

Bid Response Documents - The following documents constitute your bid:

- A. Bid Response Form, Authorized Signatories/Negotiators, Drug-Free Workplace, Schedule of Sub-contracting, Conflict/Non-Conflict of Interest Form, E-Verification Certification, and current W9, Relationship Disclosure Form and Orange County Specific Project Expenditure Report. **Please make sure forms are fully executed where required.**
- B. Qualifications of Bidders information, per Special Terms and Conditions.
- C. Completed attached reference documentation.

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN
NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: _____ D-U-N-S® # _____

(Street No. or P.O. Box Number) (Street Name) (City)

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____ Email: _____

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email
------	-------	------------------------

(Signature) _____ (Date)

(Title)

(Name of Business)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

☐ Sole Proprietorship ☐ Partnership ☐ Non-Profit

_____ Joint Venture _____ Corporation

State of Incorporation: _____

Principal Place of Business (Florida Statute Chapter 607): _____
City/County/State

**THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF
THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA
DIVISION OF CORPORATIONS.**

Federal I.D. number is

REFERENCES

List three (3) customers during the past ten (10) years for which you provided, goods or services similar to those specified in the solicitation in the spaces provided below. Provide the owner's name, contact person, address, email address, telephone number, and date services were performed, as described.

1. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

2. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

3. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

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, 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 Paragraph 1.
4. In the statement specified in Paragraph 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 Florida Statute 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 Paragraphs 1 thru 5.

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

Bidder's Signature

Date

SCHEDULE OF SUBCONTRACTING

IFB NO. Y15-1142-JS

As specified in the General Terms and Conditions and the Bid Preference Clause in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

Name Of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

- ☐ To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

- ☐ The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

- ☐ The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- ☐ The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

E VERIFICATION CERTIFICATION

Contract No.Y15-1142-JS

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y15-1142-JS, Fire Rescue and Hazmat Supplies and Equipment**, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY PROPOSER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Bidder and shall be submitted to the Procurement Division by the Bidder.

In the event any information provided on this form should change, the Bidder must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

**INFORMATION ON BIDDER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)**

Name of Bidder's Authorized Agent:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

Part II

IS THE BIDDER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

____ **YES** ____ **NO**

IS THE MAYOR OR ANY MEMBER OF THE BCC THE BIDDER'S EMPLOYEE?

____ **YES** ____ **NO**

IS THE BIDDER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

____ **YES** ____ **NO**

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Bidder

Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public

Notary Public for the State of _____

My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM
Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term

includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the

BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrence Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____
This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Name and Address of Principal's Authorized Agent, if applicable: _____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ____ or No ____
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ____ or No ____
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ____ or No ____
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ____ or No ____
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ____ or No ____
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ____ or No ____
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ____ or No ____
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ____ or No ____

Part II

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
		TOTAL EXPENDED THIS REPORT	\$

Part III

Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date

Signature of ☐ Principal or ☐ Principal's Authorized Agent
(check appropriate box)

Printed Name and Title of Person completing this form:

STATE OF _____:
COUNTY OF _____:

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT
Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also

means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal's project or item.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB NUMBER AND TITLE)_____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

Signature of Bidder

Date

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State
of _____
My Commission
Expires: _____

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 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 1. Name of Agent or Broker Street Address City, State, Zip		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED 2. Name of Insured Street Address City, State, Zip		INSURER A: INSURER B: INSURER C: 3. INSURER D: INSURER E: INSURER F:	

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

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	8. LIMITS
3.	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	4.	5.	6.	7.		EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED. RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 10. Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
11.							

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

Orange County Government is additionally insured on the General Liability Policy. A waiver of subrogation applies in favor of Orange County Government, it's agents, employees, and officials on the Worker's Compensation Policy.

CERTIFICATE HOLDER 13. Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, Florida 32801	CANCELLATION 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 14.
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ORANGE COUNTY CERTIFICATE OF INSURANCE REVIEW GUIDE

1. **PRODUCER:** Agent's name and address must be shown along with contact name phone, fax, and email address.
2. **INSURED:** Legal name and address of the entity entering into the contract or agreement
3. **INSURERS AFFORDING COVERAGE & NAIC #:** Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR L TR section for each coverage line listed on the certificate.
4. **ADDL INSR:** Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.
5. **SUBR WVD:** Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.
6. **POLICY NUMBER:** A policy number should be listed for each line of coverage for which commercial insurance is being provided.
7. **POLICY EFFECTIVE/EXPIRATION DATES:** Effective and expiration dates should fall within the time frame of the inception of the contract or agreement.
8. **LIMITS:** As required in the written agreement. The general aggregate should be at least twice the per occurrence limit for all continuing service contracts. If the aggregate limit applies separately then the PROJECT box should be marked.
9. **AUTOMOBILE LIABILITY:** The ANY AUTO box is preferable however; some organizations do not own vehicles so the other boxes may be marked.
10. **WORKERS' COMPENSATION:** Look closely to see if any proprietor, partner, or executive officer is excluded. If so, please contact Risk Management for waiver approval. The WC STATUTORY LIMITS box must be selected.
11. **OTHER:** This section is used for other coverage such as professional liability and employee dishonesty. The same rules apply with regards to policy numbers, effective and expiration dates and limits.
12. **DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:** This section typically contains any special or qualifying language such as additional insured status or waivers of subrogation. If additional space is needed an ACORD 101 should be attached. Please note that these certificates are for information only and do not confer any rights upon the certificate holder. This is why we also ask for the specific policy language or endorsement specifying that these provisions are in place.
13. **CERTIFICATE HOLDER:** Orange County Board of County Commissioners should be listed as the certificate holder. Individual departments and divisions should not be listed as the primary certificate holder.
14. **AUTHORIZED REPRESENTATIVE:** This section should contain the signature of the person authorized to issue the certificate on behalf of the insurance company.

EXHIBIT B

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i>
YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;
AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;
STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;
ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of you ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT C

POLICY NUMBER: _____ COMMERCIAL GENERAL LIABILITY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2 nd FLOOR ORLANDO, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of you ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT D

WORKERS COMPENSTION AND EMPLOYEES LIABILITY INSURANCE POLICY WC 00 03 13

2ND Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801

© 1983 National Council on Compensation Insurance, Inc.

©NCCI Holdings, Inc.

EXHIBIT E

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2nd FLOOR
ORLANDO, FL 32801

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “Products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 116-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2017-26 and Approving a Purchase Order to Seacoast Embroidery, Inc., in the Amount of \$12,935.75 for the Remainder of FY2017, and Establishing an Annual Budget of \$51,743.00 for the Purchase of Uniforms for the Palm Beach Fire Rescue Department Subject to Town Council Approval of the FY2018 Fire Rescue Budget and Annual Future Budgets.

Presenter

Kirk W. Blouin, Director of Public Safety

ATTACHMENTS:

- ▣ **Memorandum Dated June 13, 2017, from Kirk W. Blouin, Director of Public Safety**
- ▣ **Resolution No. 116-2017**
- ▣ **Bid No. 2017-26 Purchase of Uniforms**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Kirk Blouin, Director of Public Safety

Re: Authorization for the Blanket Purchase Order of Department Personal Protective
Uniforms
Resolution No: 116-2017

Date: June 13, 2017

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 116-2017 awarding bid No. 2017-26, Purchase of Uniforms for the Palm Beach Fire Rescue Department, and approving a purchase order to Seacoast Embroidery, Inc., in the amount of \$12,935.75 for the remainder of FY2017, establishing an annual budget of \$51,743.00, subject to Town Council approval of the proposed FY2018 Fire-Rescue budget, and authorizing the contract for four (4) one-year renewals, as allowed by the terms of the bid, for a potential estimated five-year total not to exceed \$258,715.00.

GENERAL INFORMATION

The Town contracts with a uniform provider for the purchase of uniforms for the Fire Rescue Department. These services were previously awarded through the City of Delray Beach Bid No. 2016-12; however, the annual renewal will not be exercised.

The Purchasing Division issued Bid No. 2017-26; bids were opened March 26, 2017. Seacoast Embroidery, Inc. was the lowest responsive responsible bidder in the amount of \$51,743.00. The bid documents have been reviewed and validated by staff to conclude that the vendor has the credentials and resources to successfully execute the scope of services.

FUNDING/FISCAL IMPACT

Funding for this purchase will come from monies available from the existing uniform account which has a current total budget of \$55,260.00 annually.

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and award is recommended to Seacoast Embroidery, Inc., the lowest responsive responsible bidder.

TOWN ATTORNEY REVIEW

The resolution has been approved by the Town Attorney as to form and legal sufficiency.

cc: Jane Struder, Director of Finance
Dean Mealy, Purchasing Manager
John Randolph, Town Attorney

RESOLUTION NO. 116-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDDING BID NO. 2017-26 AND APPROVING A PURCHASE ORDER TO SEACOAST EMBROIDERY, INC., IN THE AMOUNT OF \$12,935.75 FOR THE REMAINDER OF FY2017, AND ESTABLISHING AN ANNUAL BUDGET OF \$51,743.00 FOR THE PURCHASE OF UNIFORMS FOR THE PALM BEACH FIRE RESCUE DEPARTMENT SUBJECT TO TOWN COUNCIL APPROVAL OF THE FY2018 FIRE RESCUE BUDGET AND ANNUAL FUTURE BUDGETS.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1: The Town Council of the Town of Palm Beach hereby awards Bid No. 2017-26, Purchase of Uniforms for the Palm Beach Fire Rescue Department, and approving a purchase order to Seacoast Embroidery, Inc., in the amount of \$12,935.75 for the remainder of FY2017, establishing an annual budget of \$51,743.00, and authorizing the Purchasing Division to renew the contract for four (4) one-year renewals pursuant to Town purchasing procedures, as allowed by the terms of the bid, for a potential estimated five-year total not to exceed \$258,715.00.

Section 2: The Town Manager is hereby authorized to execute this contract on behalf of the Town of Palm Beach for this project.

Section 3: The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the completion of the project, including any necessary change order work as recommended by the Director of Public Safety.

PASSED AND ADOPTED in regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of July 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

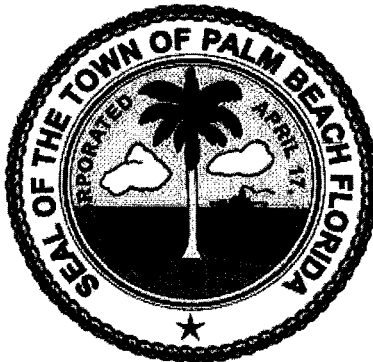
Bobbie Lindsay, Town Council Member

Susan A. Owens, Town Clerk

Margaret Zeidman, Town Council Member

Original

TOWN OF PALM BEACH



BID NO. 2017-26

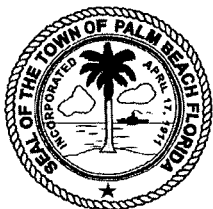
**PURCHASE OF UNIFORMS AND ACCESSORIES
FOR THE TOWN OF PALM BEACH FIRE DEPARTMENT**

Purchasing Division

* * * * *

Finance Department

TOWN OF PALM BEACH * 951 OKEECHOBEE ROAD
WEST PALM BEACH * FLORIDA * 33401



TOWN OF PALM BEACH

BID No. 2017-26

PURCHASE OF UNIFORMS AND ACCESSORIES FOR THE TOWN OF PALM BEACH FIRE DEPARTMENT

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TOWN OF PALM BEACH

Advertisement for Bids

BID No. 2017-26

PURCHASE OF UNIFORMS AND ACCESSORIES FOR THE TOWN OF PALM BEACH FIRE DEPARTMENT

Sealed bids for the annual purchase (supply and delivery) of Uniforms and Accessories for the Town of Palm Beach Police Department will be received by the Town of Palm Beach at the Purchasing Office, 951 Okeechobee Road, Suite "D", West Palm Beach, FL 33401, until 2:00 P.M. on **May 2, 2017**. At that time all bids will be publicly opened and read aloud. Any proposal received after the designated closing time will be returned unopened.

An original and three (3) copies of the proposal shall be submitted in sealed envelopes/packages addressed to John Cmar, Purchasing Coordinator, Town of Palm Beach, FL, and marked "**Bid No. 2017-06 – Purchase of Uniforms and Accessories for the Town of Palm Beach Fire Department**". Companies desiring a copy of the Invitation to Bid may obtain such documents from the Town's website at www.townofpalmbeach.com, (*click "Doing Business," click "Sealed Bids & Requests for Proposals" and follow the instructions*). For further information, contact the Purchasing Office, 951 Okeechobee Road, Suite D, West Palm Beach, FL 33401, Telephone (561) 838-5406.

The Town reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. The Town further reserves the right to award the contract to that proposer whose proposal best complies with the Bid specification. No proposer may withdraw their proposal for a period of ninety (90) days from the date set for the opening thereof.

Eugene M. Bitteker
Buyer

Dated: **April 2, 2017**
 April 9, 2017

Published: Palm Beach Post

Town of Palm Beach
Bid No. 2017-26 – PURCHASE OF UNIFORMS AND ACCESSORIES
FOR THE TOWN OF PALM BEACH FIRE DEPARTMENT
Bids Must Be Received Prior To May 2, 2017, at 2:00 PM
At Which Time Bids Will Be Opened

General Conditions, Instructions and Information for Bidders

This Invitation to Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda and/or any other pertinent document form a part of this proposal and by reference are made a part thereof. Purchasing Department Contact: Eugene M. Bitteker Phone: (561) 838-5406

1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and bid forms. Bid Proposal response is to be filled in, signed, sealed and mailed or presented to the Purchasing Division on or before the specified date and time.

It is sole responsibility of the bidder to ensure that his/her bid reaches the Purchasing Division on or before the closing date and time. The TOWN shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, telegram or facsimile will not be accepted.

The bid time must be and shall be scrupulously observed. Under no circumstances will bids delivered after the time specified be considered. Such bids shall be returned to the vendor unopened.

All bids must be typewritten or written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm.

Bidders shall not be allowed to modify their bids after the opening date and time. Bid files may be examined during normal working hours, after bid opening, by appointment only.

For information concerning this bid, please contact:

Town of Palm Beach
Purchasing Department
951 Okeechobee Road, Suite "D"
West Palm Beach, FL 33401
(561) 838-5406

2. PRICE/DELIVERY

Price quoted must be the price for new merchandise and free from defects. Any bids containing modifying or "escalator" clauses will not be considered unless specifically requested in the bid specifications.

"Acceptance" as herein used means the acceptance by Town of Palm Beach, herein referred to as TOWN, after the Purchasing Agent or his authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries of all items shall be made as soon as possible. In the appropriate blank on the bid form, the vendor must indicate the best delivery date after receipt of order (ARO). Deliveries resulting from this bid are to be made during the normal working hours of the TOWN. Time is of the essence and the bidder's delivery date must be specified and adhered to. Should the bidder, to whom the order or contract is awarded, fail to deliver on or before his/her stated date, the TOWN reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

3. FEDERAL AND STATE TAX

TOWN is exempt from Federal and State Taxes for tangible personal property. The Purchasing Agent will sign an exemption certificate submitted by the successful bidder. Vendors or contractors doing business with the TOWN shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the TOWN, nor shall any said vendor or contractor be authorized to use the Town's tax exemption number in securing such materials.

4. ACCEPTANCE / REJECTION

TOWN reserves the right to accept or to reject any or all bids and make the award to that bidder, who in the opinion of the TOWN will be in the best interest of and/or the most advantageous to the TOWN. TOWN also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. TOWN reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

5. ALTERNATIVES / APPROVED EQUAL / DEVIATIONS

Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the bid.

The TOWN shall make the determination as to whether any alternate product or service is or is not equal, and such determination shall be final and binding upon all bidders.

The bidder shall be responsible for reading carefully, and understanding completely, the requirements and specifications of the items bid upon. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible. Therefore deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that do not meet the TOWN specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time (reasonable time as determined by TOWN), the bidder will be required to compensate the TOWN for difference in price incurred from going to the next low bidder.

6. NO BID

Where more than one item is listed, any items not bid upon shall be indicated "NO BID." If no items are bid on, the "Statement of NO BID" should be returned, with the envelope plainly marked "NO BID" and with the bid number. Failure to do so will be an indication that the bidder does not wish to be considered for future bids.

7. NON-COLLUSION

Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies or equipment, and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

8. CONFLICT OF INTEREST

The award is subject to provisions of State Statutes and Town Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the TOWN. Further, all bidders must disclose the name of any Town employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches.

9. LEGAL REQUIREMENTS

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

- (a) Vendors doing business with the TOWN are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex, age or non-disqualifying physical or mental disability, with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- (b) Identical Tie Bids/Proposals shall be awarded in accordance with the preference established in Section 287.087, Florida Statutes, to a vendor submitting the attached Drug-Free Workplace Certification form properly completed and certified. In the event that tie bids are received either from vendors who have all submitted a Drug-Free Workplace Certification or none of whom who have submitted such certification, the award will be made in accordance with TOWN purchasing procedures pertaining to tie bids.
- (c) 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 or services to a public entity may not submit a bid on a contract with a public entity for the 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 (Currently \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

10. UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded contractor/vendor and the TOWN for any terms and conditions not specifically stated in the Invitation to Bid.

11. MISTAKES

In the event of extension error(s) the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the bidder's total will be corrected accordingly. If there is a difference between the written price and the numerical price, the written price shall prevail. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk. Bids having erasures or corrections must be initiated in ink by the bidder.

12. AVAILABILITY OF FUNDS

The obligations of the TOWN under this award are subject to the availability of funds lawfully appropriated for its purpose by the Town Council.

13. EEO STATEMENT

TOWN is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, sex, age and non-disqualifying physical or mental disability.

14. BID TABULATION

Bidders desiring a copy of the bid tabulation of the Invitation to Bid may obtain them by going to the Town's website at www.townofpalmbeach.com, (click "Doing Business," click "Sealed Bids/Requests for Proposals" and follow the instructions).

15. BID FORMS

All bid proposals must be submitted on our standard Invitation to Bid form. Bid proposals on vendor quotation forms will not be accepted.

16. POSTING OF BID TABULATIONS

Bid tabulations with recommended awards will be posted for review by interested parties on the Town's website at www.townofpalmbeach.com, (click "Doing Business," click "Sealed Bids / Request for Proposals" and follow the instructions).

17. CONTRACTUAL AGREEMENT

This Invitation to Bid shall be included and incorporated in the final award. The order of contractual precedence will be the purchase order or price agreement bid document (original Terms and Conditions) and response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. Any additional contract or agreement requested for consideration by vendor must be enclosed as part of the bid response.

18. SUBCONTRACTING

If a vendor subcontracts any portion of a contract for any reason, he/she must state the name and address of the subcontractor and the name of the contact person on the attached "Schedule of Subcontractors Form." TOWN also reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award. TOWN reserves the right to make a determination as to the foregoing.

19. INFORMATION

Any questions by prospective vendors should be directed to the Purchasing Division contact, noted on page no. 4, who is authorized only to direct inquiries to various portions of the bid so bidders may read and interpret such for themselves. No authorization is allowed by Purchasing personnel to interpret, or give information as to bid requirements in addition to that, which is contained in the original bid document. Interpretation of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum.

20. AWARDS

As the best interest of the Town Council may require, the right is reserved to make award(s) by individual commodities/services, all or none or any combination thereof. A bidder desiring to bid "No Charge" must so indicate; otherwise the bid will be construed as incomplete and may be rejected.

21. PRICES QUOTED

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety days (90) days from the date of bid opening or time stated in Special Conditions.

22. PAYMENT

Payment will be made by the TOWN after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the order number. Payment shall be made within 30 days of such acceptance.

23. DISCOUNT

Bidders may offer a discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in Special Conditions. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

24. CERTIFICATIONS

When applicable, vendor must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Occupational License for Palm Beach County. Copy of certificate and license must be submitted with bid and must be in the name of the vendor shown on the Bid Proposal page.

25. LICENSES AND PERMITS

When applicable, it shall be the responsibility of the successful bidder to obtain at no additional cost to the TOWN, any and all licenses and permit required to complete contractual service. A copy of these licenses and permits shall be submitted prior to commencement of work. Permit fees shall be waived for this work, however, the successful vendor must pay any applicable TOWN Occupational License fees.

26. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Bidder certifies that all material, equipment, etc., contained in his/her bid meets all O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful bidder, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the bidder.

27. MATERIAL SAFETY DATA SHEET

In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any toxic substance resulting from this bid. The MSDS must include the following information:

- (a) The identity used on the chemical product's label.
- (b) The chemical and the common name(s) of all ingredients, which have been determined to be a health hazard.
- (c) Physical and chemical characteristics of the hazardous chemicals (i.e. vapor pressure, flashpoint).
- (d) The physical hazards of the hazardous chemical, including the potential for fire, explosion and reactivity.
- (e) The health hazards of the hazardous chemical, including signs and symptoms of exposure.
- (f) The primary route(s) of entry.
- (g) The Occupational Safety and Health Administration (OSHA) permissible exposure limit, American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value, and any other exposure limit used or recommended.
- (h) Whether the hazardous chemical is listed on the National Toxicology Program (NTP) Annual Report on Carcinogens (latest edition) or has been found to be a potential carcinogen.
- (i) Any general applicable precautions for safe handling and use that are known.
- (j) Any general applicable control measures, which are known.
- (k) Emergency and first aid procedures.
- (l) The date of MSDS preparation or last change to it.
- (m) The name, address and telephone number of the chemical Manufacturer or importer.

28. SAFETY REGULATIONS

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

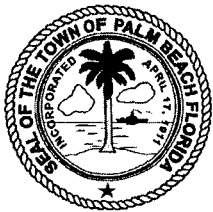
29. CODES AND REGULATIONS

The vendor must strictly comply with all Federal, State and local building and safety codes.

30. INDEMNIFICATION

To the fullest extent allowed by law the Contractor shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, and the Town's officers, agents, employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of very kind and character in connection with, or arising directly or indirectly out of or related to this Contract and the Work performed hereunder. Without limiting the generality of the foregoing, Contractor's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Contractor agrees to investigate, respond, adjust and provide a defense for all and any such claims, demands and actions at Contractor's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, Contractor's Indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by any act, omission, or default of the Town, or by the Town's officers, agents and employees.

Contractor acknowledges and agrees that TOWN would not enter into a contract without this indemnification of TOWN by Contractor, and that TOWN'S entering into a contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the Contract. Nothing in this Contract shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.



TOWN OF PALM BEACH

BID No. 2017-26

PURCHASE OF UNIFORMS AND ACCESSORIES FOR THE TOWN OF PALM BEACH FIRE DEPARTMENT

SPECIAL TERMS AND CONDITIONS

1. INSTRUCTIONS TO BIDDERS

The Town of Palm Beach, Florida, is hereby requesting sealed bids from qualified bidders for the supply and delivery of Uniforms and Accessories for the Town of Palm Beach Fire Department. Bids will be received by the Town of Palm Beach **until 2:00 P.M. on May 2, 2017**, at the Purchasing Office, 951 Okeechobee Road, Suite "D", West Palm Beach, FL 33401. An original and two (2) copies of the proposal shall be submitted in sealed envelopes/packages addressed to John Cmar, Purchasing Coordinator, Town of Palm Beach, FL, and marked "**Bid No. 2017-06 – Purchase of Uniforms and Accessories For The Town Of Palm Beach Fire Department.**"

Time is of the essence and any bid received after **2:00 P.M. on May 2, 2017**, whether by mail or otherwise, will be returned unopened. Proposers are responsible for insuring that their bid is stamped by Purchasing Office personnel by the deadline indicated. Any bid received after the designated closing time will not be accepted and will be returned unopened.

The Purchasing Office will receive written requests for clarification concerning the meaning or interpretations of the bid, until **seven (7)** days prior to the submittal date; requests may be sent via facsimile to (561) 835-4688. Town personnel are authorized only to direct the attention of prospective proposers to various portions of the bid so that they may read and interpret such for themselves. No employee of the Town is authorized to interpret any portion of this bid or give information as to the requirements of the bid in addition to what is contained in the written bid documents.

2. ADDENDUMS

The Town may record its response to inquiries and any supplemental instructions in the form of written addenda. The Town may provide written addenda up to **five (5)** calendar days before the date fixed for receiving the bid proposals. Any oral explanation(s) given before the bid opening will not be binding. Proposers may contact the Town to ascertain whether any addenda have been issued. Failure to acknowledge receipt of addendums will result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the Town Purchasing Manager through written communication prior to the opening of the proposals.

3. TOWN CONTRACT COORDINATOR

The Town of Palm Beach shall designate a Contract Coordinator who shall act on behalf of the Town with respect to this contract. The Contract Coordinator shall have complete authority to require the Contractor to comply with all provisions of this Contract. However, the provisions of this Contract shall not be altered, waived or revoked by the Contract Coordinator.

4. QUALIFICATION OF BIDDERS

This Bid shall be awarded only to a responsible vendor who is authorized to do business in the State of Florida and is qualified to provide the equipment specified. Pre-award inspection of the bidder's facility may be made prior to award of Contract. Bids will be considered only from firms which are regularly engaged in the business of providing equipment as described in this Bid Request and who can provide evidence that they have established a satisfactory record of performance. The term "equipment and organization" as used herein

shall be construed to mean a fully equipped and well-established company in-line with the best business practices in the industry and as determined by the proper authorities of the Town.

5. PRICING

All prices bid, prior to award, shall be effective through the initial term of the awarded contract. The Town reserves the right to purchase additional uniforms at the price bid in this Invitation. The Town may purchase additional quantities at the price stated on this bid or discount off of CONTRACTOR's catalog, availability list, on their website at catalog prices, or their dynamic (live) catalog available, the discount will be off of this pricing. All purchases will be subject to appropriation of funds by the Town Council.

6. QUANTITIES

The quantities shown are estimated annual quantities. The Town of Palm Beach reserves the right to increase or decrease the total quantities as necessary to meet actual requirements.

7. PERFORMANCE

The TOWN shall not pay for work that fails to meet the Town's standards as set forth in this Bid and as determined by the Contract Coordinator.

8. AWARD

Award may be made on an 'All or none total offer' basis or on an 'Item by Item' basis, whichever is in the Town's best interest. Bidder will quote a firm, fixed cost on the Bid Proposal pages. Pricing shall include all costs associated with the project. Award will be made to the lowest responsive and responsible bidder, whose bid meets the requirements and criteria set forth in this Invitation to Bid. The Town reserves the right to award to that bidder who will best serve the interests of the Town. The Town reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid proposal

9. METHOD OF ORDERING

Purchase Orders shall be issued annually for items referenced within this bid, or from time to time, additional Purchase Order may be issued for a purchase. Invoice(s) for the products ordered shall refer to the Purchase Order number and the appropriate item number. Invoices must be submitted to Accounts Payable not to 'ship to' addressee. Invoices shall be submitted to the Town of Palm Beach, Finance Department, Accounts Payable, P. O. Box 2029, Palm Beach, FL 33480 or email electronic invoices to: Invoices@TownofPalmBeach.com. (Preferred Method).

10. RENEWAL OF CONTRACT

The Bid shall be awarded for a period of twelve (12) months, with the option to renew the contract for up to four (4) additional twelve (12) month periods. Option for renewal will only be exercised upon written mutual agreement and with all original terms, conditions, and pricing. Price adjustments may be considered upon renewal and shall be based on the percent change in the Consumer Price Index. The Consumer Price Index shall be based upon All Urban Consumers, for the Miami-Fort Lauderdale Region, from June to June of each prior and renewal year respectively, as published by the United States Department of Labor.

Contract renewal shall be based on satisfactory performance, mutual acceptance and determination that the contract is in the best interest of the Town. Any renewal will be subject to appropriation of funds by the Town Council.

11. F.O.B. POINT

The F.O.B. shall be Destination to Town of Palm Beach Fire Department, 345 S. County Road, Palm Beach, FL 33480. Pricing shall include delivery and installation. No additional charges for delivery shall be allowed.

12. DELIVERY

Delivery is requested within 14 calendar days after order is placed or as scheduled by the Contract Coordinator.

13. VENDOR SERVICE REPRESENTATIVE

The bidder must submit with their bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order, measurements and the coordination of delivery.

14. CANCELLATION

Order will be subject to immediate cancellation if either product or service does not comply with specifications as stated herein or fails to meet the Town's performance standards.

15. AS SPECIFIED

A Purchase order will be issued to the successful bidder(s) with the understanding that the merchandise delivered must meet the specifications as further defined herein. Merchandise delivered not as specified will be returned at the bidder's expense.

16. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH SECTION NOT REQUIRED**17. PAYMENT**

The Town of Palm Beach will pay the contract price after the merchandise has been delivered and accepted by the appropriate representatives of the Town. Partial billing will not be accepted. Invoice shall reference the Purchase Order Number.

18. WARRANTY SECTION NOT REQUIRED**19. INDEMNIFICATION**

To the fullest extent allowed by law the Contractor shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, and the Town's officers, agents, employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of very kind and character in connection with, or arising directly or indirectly out of or related to this Contract and the Work performed hereunder. Without limiting the generality of the foregoing, Contractor's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Contractor agrees to investigate, respond, adjust and provide a defense for, all and any such claims, demands and actions at Contractor's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, Contractor's Indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by any act, omission, or default of the Town, or by the Town's officers, agents and employees.

Contractor acknowledges and agrees that TOWN would not enter into a contract without this indemnification of TOWN by Contractor, and that TOWN'S entering into a contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the Contract. Nothing in this Contract shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

20. INSURANCE

The Service Provider shall provide at its own cost and expense during the life of the contract, the following insurance coverages to the Town of Palm Beach (30) thirty business days prior to the commencement of any work. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance shall be evidenced by certificates and/or policies including premiums as determined by the Town of Palm Beach. It shall be an affirmative obligation upon the Service Provider to advise the Town's Risk Manager at fax no. 561-838-5497, e-mail risk@townofpalmbeach.com, 360 S. County Road, Palm Beach, FL, 33480 within 24 hours or the next business day of cancellation, non-renewal or modification of any stipulated insurance and failure to do so shall be construed to be a breach of this Agreement/contract. The Town of Palm Beach reserves the right to require additional coverages and limits based upon the particular service or change in service provided by the Service Provider.

Comprehensive General Liability Insurance coverage with limits of liability not less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate. The Certificate of Insurance shall indicate an Occurrence Basis. The

Town of Palm Beach shall be endorsed as an additional insured under the General Liability coverage. The Service Provider's General Liability coverage shall be primary and non-contributory.

For policies written on a Claims-made basis, service provider shall maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in retroactive date, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, the service provider shall agree to purchase a SERP with a minimum reporting period of not less than three (3) years. Coverage is to apply on a primary basis.

Auto Liability coverage with limits not less than \$1,000,000 Each Occurrence Combined Single Limit each accident. The Certificate of Insurance shall indicate coverage for Any Auto or Owned Autos/ Hired Autos/Non-Owned Autos.

Workers' Compensation coverage with statutory limits pursuant to Florida State Statute 440 or an exemption letter from the State. Should the scope of work performed by contractor qualify its employee for benefits under federal worker's compensation statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine act), proof of appropriate federal act coverage must be provided.

Employers Liability coverage with limits not less than \$100,000 for each accident, \$100,000 disease (each employee) and \$500,000 disease (policy limit).

In the event that claims in excess of the insured amounts provided herein are filed by reason of any operations under the contract, the amount excess of such claims or any portion thereof may be withheld from any payment due or to become due the Service Provider until such time the Service Provider shall furnish such additional security covering such claims as may be determined by the Town of Palm Beach.

Umbrella or Excess Liability is required up to the minimum limit of liability if the limits of liability shown on the Certificate of Insurance under General Liability do not meet the minimum limit of liability as required.

All required insurance policies shall provide a waiver of subrogation and rights of recovery against the Town of Palm Beach, including its agents, officers, past and present employees, elected officials and representatives, the insurance policy in effect shall protect both parties and be primary and non-contributory for any and all losses covered by the above described insurance. Insurers have no recourse against the Town of Palm Beach for payment or assessments in any form on any insurance policy.

21. EQUIVALENTS

Clothing and accessories are to be per specifications contained herein. When an item is marked "No Substitutions" alternates or equivalents will not be accepted.

22. CONFLICT OF INTEREST

The award hereunder is subject to provisions of State Statutes and Town Ordinances. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Town of Palm Beach. Further, all Proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

23. NON-COLLUSION

Proposer certifies that his Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

24. DRUG-FREE WORKPLACE

Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

25. PALM BEACH COUNTY INSPECTOR GENERAL

The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination

26. PUBLIC ENTITY CRIMES

In accordance with Florida Statute 287.133, no award will be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. A "person" or affiliate" includes any natural person or any entity, including predecessor or successor entities or an entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime.

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 RFQ, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a RFQ, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit RFQs, proposals, or replies 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 following the date of being placed on the convicted vendor list.

By signing and submitting the RFQ documents, the submitting firm attests that they have not been placed on the "Convicted Vendor List" or have been found guilty of a public entity crime.

27. CODE OF ETHICS

If any Proposer violates or is a party to a violation of the code of ethics of the Town of Palm Beach, Palm Beach County or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the Town of Palm Beach. The link for further information regarding the Palm Beach County Commission on Ethics is: <http://www.palmbeachcountyethics.com/ordinances-codes.htm>.

28. LOBBYING PROHIBITED

Proposers are not to contact or lobby any Town personnel related or involved with this Request for Proposals. All oral or written inquiries are to be directed to the Purchasing Division as instructed herein. Any violation of this condition may result in rejection and/or disqualification of the Proposer.

Refer to Palm Beach County Registration Ordinance – Effective April 2, 2012 for further information: <http://www.palmbeachcountyethics.com/ordinances-codes.htm> .

29. CONE OF SILENCE

The Cone of Silence is a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, RFQ or any other competitive solicitation between:

- (1) Any person or person's representative seeking an award from such competitive solicitation; and
- (2) Any County commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The cone of silence shall be in effect as of the deadline to submit the proposal, RFQ, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, RFQ or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, RFQ or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all RFQs or responses, or otherwise takes action which ends the solicitation process.

For further information refer to <http://www.palmbeachcountyethics.com/ordinances-codes.htm> - Palm Beach County Registration Ordinance – Effective April 2, 2012.

30. PUBLIC RECORDS LAW

In accordance with Florida Statutes 119.0701, the contractor shall comply with public records laws, specifically to:

- (1) Keep and maintain public records required by the public agency to perform the service.
- (2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, 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 contract, the contractor shall meet all applicable requirements of retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A copy of Section 119.0701, Florida Statutes, has been provided to the contractor (attached).

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Town Clerk, or designee
Phone 561-838-5416
Email records@townofpalmbeach.com

SPECIFICATIONS

PURPOSE OF SOLICITATION

The sole purpose and intent of this Invitation for Bid (Bid) is to secure a full service CONTRACTOR who can supply professional look garments, accessories, shoes and has a full time seamstress on staff to provide sizing, alterations, and embroidery.

Part 1: General

Contractor shall provide all necessary labor, management, supervision and any other materials and equipment necessary to provide Uniforms for the Palm Beach Fire Department to the Town of Palm Beach.

- The Fire Department will supply the vendor with patches for specific garments. Patches will be sewn through one garment thickness only, and will be sewn level and centered in the appropriate location designated by the Town's Police Department. The successful vendor may choose to embroider the patch design onto the garment. All uniform pricing shall include the application of the patches as directed by the Fire Department.
- The F.O.B. point shall be destination, Fire Department, 345 S. County Road, Palm Beach, FL 33480. No shipping or handling charges shall be paid by the Town. Exact delivery points will be indicated on the blanket purchase order.
- Pricing shall include all fees, (set up, screening etc.)
The Fire Department will provide art work to awarded vendor for screen printing or other application process. Attachment 'A' shows these designs.
- Part 3. Technical Specifications includes detailed descriptions of each uniform garment requested. These descriptions are intended to be descriptive of the quality and style of uniforms desired by the Town. No deviations from these specifications shall be allowed. No "or equal brands" shall be considered and samples of these shall be requested to insure quality and color correctness. Samples of these items may be requested to insure quality and color correctness. The Bidder shall supply requested samples at no charge to the Town. If requested, the samples shall be returned at no cost to the Town.
- The garments listed in Part 3, Technical Specifications are typical garments (Core Items) worn by the Town's Fire Department. The Town may decide to purchase other uniform garments and accessories, or select other colors, not defined in this attachment.

For these items the TOWN may choose to purchase items not included in the Core Items, but contained in the CONTRACTOR's catalog, availability list, on their website at catalog prices, or their dynamic (live) catalog, less the fixed discount percentage as listed on the Price Proposal Pages for that manufacturer. The CONTRACTOR'S catalog shall be the same manufacturer as the Core Item manufacturer.

- Refer to Attachment A for placement of emblems and embroidery.

Remainder of page left blank intentionally

Part 2. Services to be provided

1. Uniform measurements: It shall be the responsibility of the Contractor to supply services to measure individual employees to insure proper fit of all garments. All employees requiring uniforms shall be measured by the vendor to insure that the correct sizes are provided. The vendor shall maintain a record of sizes for all uniform users and new replacement uniforms shall be furnished in the correct size. The Town requires that uniform measurements be taken at the Police station. At the Town's option, measurements may be taken at the awarded vendor's store (vendor location) located within a forty (40) mile radius of the Town of Palm Beach (33480).

The Town requires a full service CONTRACTOR who can supply professional look garments, accessories, shoes and has a full time seamstress on staff to provide sizing, alterations, and embroidery.

The CONTRACTOR shall provide a full service store:

- A. A store which is centrally located within a forty (40) mile radius of the Town's Fire station located at 345 S. County Rd, Palm Beach, 33480. If not already in existence, the store shall be established within six (6) months of contract award.
 - B. Hours of operation shall begin with a minimum of five (5) days per week and a minimum of eight (8) hours per day.
 - C. The ability for the store to be utilized for measuring employees for proper sizes, alterations/sizing, embroidering, applying patches, retrieval of items ordered, and/or exchange of items.
 - D. A mutually agreed upon supply of items in stock that is necessary for normal operations and in the event of an emergency. Any reduction in supply shall be agreed upon, in writing, by the Town.
2. The successful bidder shall provide service for the fitting of new employees. The vendor shall schedule appointments for fitting within 48 hours of request. Add on or size changes during the contract shall be delivered within ten (10) working days after measurements.

Successful bidder **shall** be required to provide, at no additional charge, simple alterations/hemming. Simple alterations are defined as shortening length or adjusting the waste. Additional alterations are at a cost.

3. Town logo patches will be applied by the vendor as specified by the Fire Department.
4. The vendor shall have an established quality control process and shall provide, upon request, all forms and information detailing their quality control policies and procedures.

NO IRREGULAR CUTS OR SECONDS WILL BE ACCEPTED BY THE TOWN

5. There shall be no set up charges, no specialty delivery charges, no fuel surcharges, no environmental surcharges and no measuring charges.

6. The vendor shall provide a secure password protected on-line store with capabilities of up to 80 employees to access and order specific items set forth in the bid.

This computerized on-line store shall already be in existence and used successfully by the CONTRACTOR at the time the proposal is submitted.

At minimum the computerized inventory system shall:

- A. Maintain information on each Fire Department employee who receives an item, including, but not limited to, assigned location; delivery location; size; type and quantity of items distributed, and date distributed.
 - B. Track individual items including the date distributed, person distributed to, and the cost of the item.
 - C. The CONTRACTOR shall coordinate with the Town to develop an order form to be used by Town employees when requesting uniforms via online ordering.
 - D. Generate quarterly reports for the Town that shows individual and statistical information on usage, costs, billings, and payments.
7. The vendor shall have embroidery services located within 20 miles of the Town of Palm Beach (33480)
 8. The vendor shall provide delivery of items set forth in the bid on a semi-monthly basis if requested.

NO SUBSTITUTIONS ALLOWED

Because the style, color, and performance are critical to the Town of Palm Beach Fire Rescue Department, no manufacturer, brand, or Item number substitution will be allowed.

Samples of these items may be requested to insure quality and color correctness. The Bidder shall supply requested samples at no charge to the Town.

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Part 3. Technical Specifications

1. Men's Short Sleeve Polo Shirts:

Tru-Spec 24-7 Item No. 4338

Color: Grey

Sizes Small-4XLarge

2. Women's Short Sleeve Polo Shirts:

Tru-Spec 24-7 Item No. 4397

Color: Grey

Sizes Small-4XLarge

3. Short Sleeve Polo Shirts:

Tru-Spec 24-7 Item No. 4326

Color: White

Sizes Xsmall-4XLarge

4. Men's Long Sleeve Polo Shirts

Tru-Spec 24-7 Item No. 4356

Color: Grey

Sizes: Small – 4XL

5. Women's Long Sleeve Polo Shirts

Tru-Spec 24-7 Item No. 4400

Color: Grey

Sizes: Small – XXXL

6. Long Sleeve Polo Shirts

Tru-Spec 24-7 Item No. 4359

Color: White

Sizes: XSmall – 4XL

7. T Shirts Long Sleeve

Gildan Preshrunk

100% Cotton 6.1 oz. Ultra Cotton

Color: 2400 Ash grey

Sizes: All sizes

8. T Shirts Short Sleeve

Gildan Preshrunk

100% Cotton 6.1 oz. Ultra Cotton

Color: ~~2400~~ Ash grey

Sizes: All sizes

9. Men's' Long Sleeve Dress Shirt

Tact Squad No. 8003W

Color: White

Sizes Small – 4XLarge

10. Women's' Long Sleeve Dress Shirt

Tact Squad No. 8003WW

Color: White

Sizes Small – 4XLarge

11. Men's Short Sleeve Dress Shirt

Tact Squad No. 8013W

Color: White

Sizes: Small – 4XLarge

12. Women's Short Sleeve Dress Shirt

Tact Squad No. 8013WW

Color: White

Sizes: Small – 4XLarge

13. Men's Pants

Tru Spec 24-7 Series – Item No. 1061

Color: Navy

Sizes: All Sizes (Hem to appropriate length)

14. Women's Pants

Tru Spec 24-7 Series – Item No. 1097

Color: Navy

Sizes: All Sizes (Hem to appropriate length)

15. Men's Pants

Tact Squad 7012N (Poly Cotton)

Color: Navy

Sizes: All Sizes (Hem to appropriate length)

16. Women's Pants

Tact Squad 7012NW (Poly Cotton)

Color: Navy

Sizes: All Sizes (Hem to appropriate length)

17. Men's Class A Pants

Blauer 8650 (Polyester)

Color: Black

Sizes: All Sizes (Hem to appropriate length)

18. Women's Class A Pants

Blauer 8650W (Polyester)

Color: Black

Sizes: All Sizes (Hem to appropriate length)

19. Tactical Jumpsuit:

Topps Safety PC04-1605

- Short sleeves with 1" Scotchlite® lime yellow trim on cuffs

- Pleated bi-swing back with elasticized waist

- Suit back has 1" Scotchlite® lime yellow reflective trim across the back placed 4" above the waistband

Color: Navy

Sizes Small – 4XLarge Regular and Medium – XLarge Long (Hem to appropriate length)

20. Job Shirt

R Heroes Style 805

Color: RH 805 Navy

Sizes: All sizes

21. Winter Jacket

511 Style 48026 Big Horn
Color: Navy
Sizes: All sizes

22. Workout Short

5.11 Tactical 43061
Color: Navy
Sizes: All

23. Booney Hat

Fahrenheit Aussie Sun Hat 679
Size: One size fits all
Color: Navy

24. Ball Cap

FlexFit Pro-Formance 6580 Cap
Sizes: All sizes
Color: Navy

25. Blackhawk Belt

CQB/Riggers Belt
Sizes: All sizes
Color: Black

26. No Scratch Belt (1.5" Hook and Loop Tipped)

Boston Leather 6530
•10-12 ounce, full grain leather
•No buckle
Sizes: All sizes

27. Dress Belt (Traditional 1.5" Off duty belt)

Boston Leather 6582
Gold and Silver Buckles
Sizes: All sizes

28. Black High Shine Academy Oxford Shoes (Men and Women)

Thorogood 834-6041
Sizes: All sizes

29. Black High Gloss Academy Oxford Shoes (Men and Women)

Thorogood 831-6031
Sizes: All Sizes

30. Thorogood Boots 8" side zipper, Black (Men and Women)

Size: All Sizes, option for (with or without Safety toe)

31. Rocky Boots 10" side zipper, Black (Men and Women)

FQ0002090
Size: All Sizes, option for (with or without Safety toe)

32. Bates Boots 6" side zipper, Black (Men and Women)

E06606

Size: All Sizes, option for (with or without Safety toe)

****Refer to attachment A for uniform decals and locations****

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Part 4. Estimated Quantities

The Town estimates that it will use approximately the number of types and styles of garments listed below. These estimated quantities are based upon the best available information. The Town reserves the right to increase or decrease the quantity by any amount deemed necessary to meet its needs without any adjustments in the quoted price. The chart below represents current estimated quantities per year.

Item	Quantity
Short Sleeve Polo Shirts	200
Long Sleeve Polo Shirts	80
Tactical Jumpsuits	30
Long Sleeve Dress Shirts	50
Short Sleeve Dress Shirt	30
EMS Tactical Pants	200
Dress Pants Blue	20
Class A Pants Black	50
T Shirts Short Sleeve	250
T Shirts Long Sleeve	150
Job Shirts	30
Winter Jacket	12
Workout Short	100
Ball Cap	120
Booney Hat	50
Tactical Belt	40
Dress Belt	20
Formal Belt	12



TOWN OF PALM BEACH

BID No. 2017-26

PURCHASE OF UNIFORMS AND ACCESSORIES FOR THE TOWN OF PALM BEACH FIRE DEPARTMENT PROPOSAL PAGE

Item	<u>BASE BID</u> Description	Estimated Qty.	Unit Price	Total
1	Tru Spec 24-7 Series Short Sleeve Polo Shirts Item No. 4338 Color: Grey Sizes Small to Extra Large	160	\$38.75	\$5,400.00
2	Tru Spec 24-7 Series Short Sleeve Polo Shirts Item No. 4338 Color: Grey Plus Sizes	40	\$35.75	\$1,430.00
3	Tru Spec Series 24-7 Series Long Sleeve Item No. 4359 Polo Shirts: White Sizes Small to Extra Large	65	\$38.75	\$2,518.75
4	Tru Spec Series 24-7 Series Long Sleeve Item No. 4359 Polo Shirts: White Plus Sizes	15	\$41.00	\$615.00
5	Tru Spec Series 24-7 Series Long Sleeve Item No. 4356 Polo Shirts: Grey Sizes Small to Extra Large	65	\$38.75	\$2,518.75
6	Tru Spec Series 24-7 Series Long Sleeve Item No. 4356 Polo Shirts: Grey Plus Sizes	15	\$41.00	\$615.00
7	Topps Safety PC04-1605 Color: Navy Sizes Small – 4XLarge Regular	20	\$126.75	\$2,535.00
8	Topps Safety PC04-1605 Color: Navy Sizes Medium – XLarge Long Includes Reflective Striping	10	\$146.75	\$1,467.50
9	Tact Squad Long Sleeve Dress Shirt Item No. 8003W Color: White Regular Sizes	40	\$24.00	\$960.00
10	Tact Squad Long Sleeve Dress Shirt Item No. 8003W Color: White Plus Sizes	10	\$24.00	\$240.00

Item	BASE BID Description	Estimated Qty	Unit Price	Total
11	Tact Squad Short Sleeve Dress Shirt Item No. 8013W Color: White Regular Sizes	25	\$ 22.00	\$ 550.00
12	Tact Squad 8013W Short Sleeve Dress Shirt Item 8013W Color: White Plus Sizes	5	\$ 22.00	\$ 110.00
13	Tru Spec 24-7 Series Men's Pants – Item No. 1061 All Sizes	200	\$ 34.25	\$ 6850.00
14	Tac Squad Men's Pants Item - Item No. 7012N All Sizes	20	\$ 24.00	\$ 480.00
15	Blauer Men's Class A Pants Item No. 8650	50	\$ 40.00	\$ 2000.00
16	Gildan Preshrunk 100% Cotton 6.1 oz. Ultra Cotton T Shirt Short Sleeve Color: 2400 Ash Grey Regular Sizes	200	\$ 11.50	\$ 2300.00
17	Gildan Preshrunk 100% Cotton 6.1 oz. Ultra Cotton T Shirt Short Sleeve Color: 2400 Ash Grey Plus Sizes	50	\$ 13.50	\$ 675.00
18	Gildan Preshrunk 100% Cotton 6.1 oz. Ultra Cotton T Shirt Long Sleeve Color: 2400 Ash Grey Regular Sizes	100	\$ 13.50	\$ 1350.00
19	Gildan Preshrunk 100% Cotton 6.1 oz. Ultra Cotton T Shirt Long Sleeve Color: 2400 Ash Grey Plus Sizes	50	\$ 15.50	\$ 775.00
20	R Heroes Job Shirt Style 805 Color: RH 806 Navy Regular Sizes	20	\$ 40.00	\$ 800.00
21	R Heroes Job Shirt Style 805 Color: RH 806 Navy Plus sizes	10	\$ 43.00	\$ 430.00
22	5.11 Winter Jacket Style 48026 Big Horn Color: Navy Regular Sizes	8	\$ 70.00	\$ 560.00
23	5.11 Winter Jacket Style 48026 Big Horn Color: Navy Plus Sizes	4	\$ 80.00	\$ 320.00
24	5.11 Tactical43061 Workout Shorts Color: Navy Regular Sizes	80	\$ 28.00	\$ 2240.00

Item	BASE BID Description	Estimated Qty	Unit Price	Total
25	5.11 Tactical 43061 Workout Shorts Color: Navy Plus Sizes	20	\$31.00	\$620.00
26	Fahrenheit Aussie Sun Hat 679 Color: Navy Size: One size fits all	50	\$19.00	\$950.00
27	FlexFit Pro-Formance 6580 Cap Color Navy All Sizes	120	\$10.50	\$1260.00
28	Blackhawk CQB/Riggers Belt Color: Black All Sizes	40	\$32.00	\$1280.00
29	Boston Leather No Scratch Belt 6530 All Sizes	12	\$22.50	\$270.00
30	Boston Leather Dress Belt 6582 All Sizes	6	\$20.00	\$120.00
31	Black High Shine Academy Oxford Shoes Thorogood 834-6301 201 6041 78 Sizes: All sizes	10	\$53.30	\$533.00
32	Black High Gloss Academy Oxford Shoes Thorogood 831-6031 Sizes: All Sizes	60	\$50.00	\$3000.00
33	Thorogood Boots 8" side zipper, Black Size: All Sizes, option for (with or without Safety toe)	20	\$96.75	\$1935.00
34	Rocky Boots 10" side zipper, Black FQ0002090 Size: All Sizes, option for (with or without Safety toe)	20	\$105.00	\$2100.00
35	Bates Boots 6" side zipper, Black E06606 Size: All Sizes, option for (with or without Safety toe)	20	\$96.75	\$1935.00
TOTAL (Lines 1 thru 35)				\$51,743.00

OPTION ADDITIONAL ITEMS

The TOWN, from time to time, may choose to issue items not included in the Core Items, but contained in the CONTRACTOR's catalog, availability list or on their website at catalog prices, less the fixed discount percentage as listed on the Price Proposal Pages for that manufacturer. The CONTRACTOR'S catalog shall be the same manufacturer as the Core Item manufacturer that the CONTRACTOR bid on.

The Town may purchase uniform garments and accessories, or select other colors, not defined in this bid document. For those products include the percentage of discount from your published price list that will be offered to the Town:

Bates Footwear - Discount from Published Price List	15 %
Rocky Boots - Discount from Published Price List	15 %
Weinbrenner Shoe Company, Thorogood Boots and Shoes - Discount from Published Price List.....	15 %
Boston Leather - Discount from Published Price List	20 %
Blackhawk CQB – Discount from Published Price List	20 %
Flexfit - Discount from Published Price List	25 %
Fahrenheit Headwear & Jackets - Discount from Published Price List	15 %
5.11 Inc. - Discount from Published Price List	15 %
R Heroes Inc. - Discount from Published Price List	15 %
Gildan - Discount from Published Price List	25 %
Blauer Manufacturing Co. Inc. - Discount from Published Price List	15 %
Tact Squad - Discount from Published Price List	25 %
Tru Spec - Discount from Published Price List	25 %
Topps Safety Apparel, Inc. -Discount from Published Price List	15 %
Bates Footwear - Discount from Published Price List	15 %

BIDDER INFORMATION AND CERTIFICATION

The undersigned certifies that this bid package is submitted in accordance with the specification in its entirety and with full understanding of the conditions governing this bid.

COMPANY NAME: Seacoast Embroidery, Inc. dba. Seacoast Uniforms

STREET ADDRESS: 5893 South Congress Ave.

CITY, STATE, ZIP CODE: Atlanta, FL 33462

*AUTHORIZED SIGNATURE: Tyler Baker

TYPED NAME AND TITLE: Tyler Baker, Sales manager

Telephone No. (561) 439-8005

Fax No. (561) 439-8006

Federal ID No. 42-1721491

***Failure to affix signature may result in disqualification of proposal.**

Name of Bidder's Contact Person: Tyler Baker

Address: 5893 South Congress Ave, Atlanta, FL 33462

Phone Number: (561) 439-8005 x.103 Fax Number: (561) 439-8006

Email address: Tyler @ SeacoastUniforms.com

Acknowledgement is hereby made of the following Addenda received since issuance of Specifications:

Addendum No. 1 Dated: 4/26 Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

BIDDERS CHECKLIST

All bids shall be submitted on the Town provided Bid Package forms. Failure to do so may cause the Bid to be rejected. All blanks on the proposed forms must be completed. Supplemental information may be attached to the bid package forms. Bidder shall return a complete set of all bid package forms as listed as follows. Failure to submit the required documents may result in your bid being considered non responsive.

Are all Bid pages signed?	<u>Yes</u>	No
Is Bidder's Qualification form completed and submitted?	<u>Yes</u>	No
Business Tax Receipt included?	<u>Yes</u>	No
Form W-9 included?	<u>Yes</u>	No
Certifications/Licenses (if any) provided?	<u>Yes</u>	No
Vendor Service Representative Information submitted?	<u>Yes</u>	No
Are addendum (if any issued) submitted?	<u>Yes</u>	No
Is Drug Free Workplace form submitted?	<u>Yes</u>	No
Is List of Proposed Sub-Contractors submitted, if any?	<u>Yes</u>	No
Is List of Professional References submitted?	<u>Yes</u>	No



TOWN OF PALM BEACH

BID No. 2017-26

PURCHASE OF UNIFORMS AND ACCESSORIES FOR THE TOWN OF PALM BEACH FIRE DEPARTMENT Bidder's Qualifications

The Vendor, as a result of this bid proposal, must hold a County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location. Each proposer must complete the following information and submit with their proposal in order to be considered:

1. Legal Name and Address:

Name: Seacoast Embroidery, Inc. dba. Seacoast Uniforms

Address: 5893 South Congress Ave.

City, State, Zip: Atlanta, FL 33462 Phone/Fax: (561) 439-8205

2. Check One: Corporation (☒) Partnership () Individual ()

3. If Corporation, state: Date of Incorporation: Jan 2007 State in which Incorporated: FL

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers

Date Elected:

Dawn Mason | CEO

February 2007

Marc Mason | President

January 2007

6. The Vendor's length of time in business: 10 years

7. The Vendor's length of time (continuous) in business as a service organization in Florida: 10 years

8. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the Town. Further, all bidders must disclose the name of any Town employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches.

Name _____ Percentage of Interest: _____

9. A copy of County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location.

10. A current, signed copy of your firm's IRS form W-9.

Note: Information requested herein and submitted by the bidders will be analyzed by the Town of Palm Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Contractors, in the sole opinion of the Town of Palm Beach, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.



TOWN OF PALM BEACH

BID No. 2017-26

PURCHASE OF UNIFORMS AND ACCESSORIES FOR THE TOWN OF PALM BEACH FIRE DEPARTMENT

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the Town of Palm Beach for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances 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 number (1).
- (4) In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

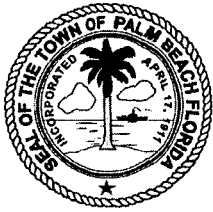
This Certification is submitted by Tyler Baker the
(Individual's Name)

Sales Manager of Seacoast Uniforms
(Title/Position with Company/Vendor) (Name of Company/Vendor)

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

4/11/2017
Date

[Signature]
Signature



TOWN OF PALM BEACH

BID No. 2017-26

PURCHASE OF UNIFORMS AND ACCESSORIES FOR THE TOWN OF PALM BEACH FIRE DEPARTMENT

LIST OF PROPOSED SUBCONTRACTORS

The undersigned bidder hereby designates, as follows, all major subcontractors whom he/she proposes to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the TOWN with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Name and Address of Subcontractor	Scope of Work	License #
1.		
2.		
3.		
4.		

Signature and Date _____

Title/Company _____



TOWN OF PALM BEACH
LIST OF CURRENT & PERTINENT PROFESSIONAL REFERENCE

Bid No. 2017-26
PURCHASE OF UNIFORMS AND ACCESSORIES
FOR THE TOWN OF PALM BEACH FIRE DEPARTMENT

The following is a list of **at least FIVE (5)** current (within last two years) and pertinent professional references that the Town can contact in relation to Bidder's qualifications, financial stability, and experience. Failure to furnish this information may be grounds for rejection of the proposal.

1. Name and Address of Firm, City, County, or Agency	Scope of Work:	Uniforms & Accessories
Delray Beach Police Department	Date(s):	Jan 2016 - Present
300 West Atlantic Ave	Amount:	\$110,000.00 Annually
Delray Beach, FL	Contact:	George Ricci
	Telephone No:	(561) 343-7888 x 4613
For Town Use Only:		Comments:
Reference Verified: Yes ☐ No ☐		

2. Name and Address of Firm, City, County, or Agency	Scope of Work:	Uniforms & Accessories
Greenacres Fire Department	Date(s):	January 2017 - Present
5800 Macaluso Lane	Amount:	\$30,000.00 Annually
Greenacres, FL 33463	Contact:	Brian Fuller
	Telephone No:	(561) 801-3263
For Town Use Only:		Comments:
Reference Verified: Yes ☐ No ☐		

3. Name and Address of Firm, City, County, or Agency	Scope of Work:	Uniforms
City of Boynton Beach	Date(s):	Jan 2016 - Present
000 NE 9th St.	Amount:	\$25,000 Annually
Boynton Beach, FL 33435	Contact:	MT Johnson
	Telephone No:	(561) 742-6309
For Town Use Only:		Comments:
Reference Verified: Yes ☐ No ☐		

4. Name and Address of Firm, City, County, or Agency	Scope of Work:	Uniforms
MCC Fort Sill (Fire Dept)	Date(s):	Oct. 2013 - Present
1803 NW Macomb	Amount:	\$29,000 Annually
Fort Sill, OK 73503	Contact:	Brett Falconer
	Telephone No:	(405) 638-8829
For Town Use Only:		Comments:
Reference Verified: Yes ☐ No ☐		

5. Name and Address of Firm, City, County, or Agency	Scope of Work:	Uniforms / Accessories
The GEO Group	Date(s):	Jan 2012 - Present
621 NW 53rd St. #700	Amount:	\$900,000.00 Annually
Boca Raton, FL 33487	Contact:	Todd Nadrich
	Telephone No:	(561) 999-7349
For Town Use Only:		Comments:
Reference Verified: Yes ☐ No ☐		

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Seacoast Embroidery Inc.	
2 Business name/disregarded entity name, if different from above Seacoast Uniforms	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) 5893 S. Congress Ave	Requester's name and address (optional)
6 City, state, and ZIP code Atlanta, FL 33462	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

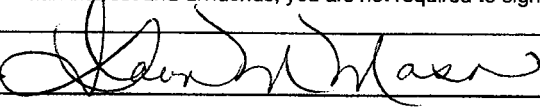
Social security number								
			-			-		
or								
Employer identification number								
4	2	-	1	7	2	1	4	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person 	Date ▶ 3/22/17
-----------	--	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (Various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

Serving you.

****LOCATED AT****

5893 S CONGRESS AVE
ATLANTIS, FL 33462

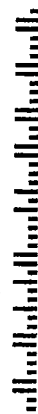
TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
81-0193 EMBROIDERY SERVICE	MASON DAWN		B18.496483 - 08/10/16	\$33.00	B40131367

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
PALM BEACH COUNTY
2016/2017 LOCAL BUSINESS TAX RECEIPT**

B2 - 616

SEACOAST EMBROIDERY INC
SEACOAST EMBROIDERY INC
5893 S CONGRESS AVE
ATLANTIS, FL 33462-1333



**LBTR Number: 200819013
EXPIRES: SEPTEMBER 30, 2017**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



hereby grants

National Women's Business Enterprise Certification
to
Seacoast Embroidery Inc.
dba
Seacoast Uniforms

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's
Business Development Council of Florida, a WBENC Regional Partner Organization.

Expiration Date: 07/23/2016
WBENC National Certificate Number: 2005120653

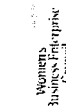
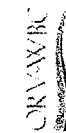
Nancy Allen

Authorized by Nancy Allen, President & CEO,
Women's Business Development Council of Florida



NAICS Codes: 315210, 315280, 315999, 315228, 323113, 423910, 315232

UNSPSC Codes: 53102700, 42131600, 46181529, 42131500, 53102711, 53102713, 53102705, 53102710, 46181518, 53102709, 53102500, 53102712, 53102701, 53102708, 53102702, 53102704, 53102706, 42171920, 53102703, 53102707



TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 117-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding RFP No. 2017-10 and Approving a Purchase Order to Florida CDI, LLC/Christmas Designers, Inc., for the Installation, Removal, and Storage of the Holiday Trees, Decorations, and Lighting, in the Amount of \$98,125.53 and Establishing an Overall Program Budget of \$118,955.

H. Paul Brazil, P.E., Director of Public Works

Presenter

ATTACHMENTS:

- ▣ **Memorandum dated June 27, 2017, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 117-2017**
- ▣ **Final Ranking Memo RFP No. 2017-10**
- ▣ **Selection Committee Rankings**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Approval of the Selection Committee Recommendation to Award RFP 2107-10, Holiday Lighting and Decorating Services, and Approve the Resolution to Award a Contract to Florida CDI, LLC/Christmas Designers, for Holiday Lighting and Decorating Services
Resolution No. 117-2017

DATE: June 27, 2017

STAFF RECOMMENDATION

Town staff recommends Town Council approve the recommendation of the Selection Committee and the ranking of the firms that responded to RFP No. 2017-10, Holiday Lighting and Decorating Services, and approve Resolution No. 117-2017, to award a contract and approve a purchase order to Florida CDI, LLC/Christmas Designers in an amount of \$98,125.53, and establishing an overall program budget of \$118,955.

GENERAL INFORMATION

Several years ago, the Town developed a holiday lighting plan for the palm trees, street lights, and for the installation of the holiday trees on Worth Avenue, at Town Square and at Bradley Park. In 2010, the Town solicited bids for vendors to implement this plan as well as transport, store, insure all components and replace a limited number of decorations on an annual basis. The current vendor has been performing these services for the past six (6) years. As per purchasing guidelines, the project was rebid.

The Town issued a Request for Proposals (RFP No. 2017-10) for the holiday lighting and decorating services, and on May 5, 2017 received three (3) proposals for this service. The Selection Committee reviewed the submittals on June 19, 2017. The committee consisted of Jay Boodheshwar, Deputy Town Manager; Cheryl Somers, Assistant Finance Director; Mike Roach, Project Engineer; and Paul Colby, Facilities General Maintenance Supervisor; Sue Strickland, Garden Club Member (non-voting); Eric Brown, Assistant Public Works Director; (non-voting); Chad Herzog, Electrical Supervisor (non-voting); Brett Madison, Facilities Maintenance Manager (non-voting); Sandra Shea, Buyer (non-voting); John Cmar, Purchasing Coordinator (non-voting). Below are the ranking of the three firms:

1. Florida CDI, LLC/Christmas Designers
2. Randy Gillman Enterprises, LLC DBA Randy's Holiday Lighting
3. Plant Professionals, Inc.

The attached memorandum, from the Purchasing Manager, indicates that the recommendation of the Selection Committee is to award the contract to Florida CDI, LLC/Christmas Designers, Inc.

If Town Council approves this recommendation, staff is requesting authorization to award a contract in the amount of \$98,125.53. This amount includes \$67,665 for palm tree and frond lighting, \$4,771 for street light decorations, \$10,900 for to install, maintain, and remove the three (3) holiday trees, \$4,000 for replacement decorations, and \$10,789.53 for crating, transportation, and storage of the holiday lighting and decoration packages. The lighting of the royal palms west of Coconut Row at the Flagler Bridge was part of the past holiday lighting scheme. A contingency for the lighting of ten (10) palms and fronds and eight (8) streetlights is estimated to be \$7,692 and is included in the overall program budget.

The Worth Avenue Association (the Association) has historically requested the extended rental of the lighting of the palm trees on Worth Avenue through the end of April. The cost for the extended rental was included in this bid and the new pricing is \$1,950, which has been donated by the Association in each of the past five (5) years. The merchants on Royal Poinciana Way asked for continued rental of the Royal Palm lighting for the last two (2) years and that cost increased from \$2,971 to \$5,310. The South County Road Association funded the extended rental of lighting in the Town Square area, that cost was \$210. All reimbursements are considered reasonable. This is the only portion of the holiday decorations that stays in place beyond the holiday season. Those donations of \$7,470 are included in the overall program budget.

The overall program budget is recommended to be established at \$118,955. The overall program budget includes a five percent (5%) contingency in the event of a request for extended holiday lighting in another area of the Town.

FUNDING/FISCAL IMPACT

Sufficient funds have been included in the proposed FY18 operating budget in the General Government Program for this work.

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and approved as recommended.

TOWN ATTORNEY REVIEW

This Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachment

cc: Jay Boodheshwar, Deputy Town Manager
Jane Struder, Director of Finance
Cheryl Somers, Assistant Director of Finance
Eric B. Brown, P.E., Assistant Director of Public Works
Brett Madison, Facilities Maintenance Division Manager
Dean Mealy, Purchasing Manager

RESOLUTION NO. 117-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED RFP NO. 2017-10, AND APPROVING A PURCHASE ORDER TO FLORIDA CDI, LLC/CHRISTMAS DESIGNERS, INC., FOR THE INSTALLATION, REMOVAL, AND STORAGE OF THE HOLIDAY TREES, DECORATIONS, AND LIGHTING, IN THE AMOUNT OF \$98,125.53 AND ESTABLISHING AN OVERALL PROGRAM BUDGET OF \$118,955.

* * * * *

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The Town Council of the Town of Palm Beach hereby awards RFP No. 2017-10 and approves a purchase order to Florida CDI, LLC/Christmas Designers, Inc., in the amount of \$98,125.53 for the installation, removal and storage of the holiday trees, decorations, and lighting, and establishes a project budget of \$118,955.

Section 2. The Town Manager is hereby authorized to execute this contract on behalf of the Town of Palm Beach.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the implementation of these services, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of July 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Gwendolynn Peirce, CMC, Acting Town Clerk

Margaret A. Zeidman, Town Council Member



TOWN OF PALM BEACH

MEMORANDUM

DATE: June 20, 2017

TO: H. Paul Brazil, Public Works Director
Brett Madison – Facilities Maintenance Manager

FROM: Dean Mealy, Purchasing Manager 

SUBJECT: Final Ranking - RFP No. 2017-10 – Holiday Lighting and Decorating Services

The Selection Committee met on June 20, 2017. All members of the committee listed below were present:

Selection Committee Members -

Jay Boodheshwar – Deputy Town Manager
Mike Roach – Project Engineer
Cheryl Somers – Assistant Finance Director
Paul Colby – General Maintenance Supervisor

Advisors and Facilitators (Non-Voting) -

Chad Herzog – Industrial Electrical Supervisor
Brett Madison – Facilities Maintenance Manager
Eric Brown – Assistant Public Works Director
Sue Strickland – Garden Club Representative
Sandra Shea - Buyer
John Cmar – Purchasing Coordinator

The Town received three (3) proposals. After thorough consideration, the Selection Committee arrived at the following ranking:

1. Florida CDI, LLC / Christmas Designers
2. Randy Gillman Enterprises, LLC DBA Randy's Holiday Lighting
3. Plant Professionals, Inc.

It is the recommendation of the Selection Committee to award a contract to Florida CDI, LLC / Christmas Designers for the Holiday Lighting and Decorating Services.

Cc: File: RFQ No. 2017-10
John Randolph, Town Attorney
Selection Committee Members

SELECTION COMMITTEE RANKINGS

	Committee Member	Jay Boodheshwar	Mike Roach	Cheryl Somers	Paul Colby	Total
	Company	Rating	Rating	Rating	Rating	Average Rating
1	Florida CDI, LLC / Christmas Designers	4.78	4.95	4.43	4.85	4.75
2	Randy Gillman Enterprises, LLC DBA Randy's Holiday Lighting	4.23	4.50	4.00	4.00	4.18
3	Plant Professionals, Inc.	3.28	3.90	3.15	3.95	3.57

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 118-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Conveyance of Certain Underground Easements, Copies of Which are Attached Hereto, and Authorizing the Town Manager to Execute Said Easement on Behalf of the Town.

Presenter

H. Paul Brazil, P.E., Director of Public Works

ATTACHMENTS:

- ▣ **Memorandum dated July 5, 2017, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 118-2017**
- ▣ **Easement Exhibits**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

FROM: H. Paul Brazil, P. E., Director of Public Works

RE: Approval to Grant Conveyance of Three Underground Utility Easements on Town Owned Property for Phase 1 of the Town-Wide Underground Utility Conversion Project
Resolution No. 118-2017

DATE: July 5, 2017

STAFF RECOMMENDATION

Town staff recommends Town Council adopt Resolution No. 118-2017, which grants Florida Power and Light (FPL), Bell South Telecommunications, LLC, and Comcast Corporation the use of three (3) easements for the Town-Wide Underground Utility Conversion Project Phase 1.

GENERAL INFORMATION

Town Council has previously approved five (5) easements within Town owned properties for the Town-Wide Undergrounding Phase 1 project. As designs have been revised and finalized, three (3) additional easements have been identified. One (1) easement is at Inlet Park on the north end for the proposed switch and transformer in this area. During the Construction Management at Risk negotiation meetings, Town staff identified that this is Town owned land and not right-of-way as had been previously assumed. Therefore, an easement is required. Also requested is an easement near A-41 Sanitary Pump Station at the Par 3 Golf Course. By moving the transformer east a few feet further into the property, we can eliminate a hand-hole and some secondary equipment, and provide better landscaping. The third (3rd) easement requested is an adjustment that eliminates the cost of approximately \$45,000 to perform a water main deflection. This easement is located on the west side of A1A across from A-41 at the south side of the Par 3 Golf Course. Attached are exhibits of all three (3) easements.

FUNDING/FISCAL IMPACT

There is no financial impact to the Town with the granting of this easement.

TOWN ATTORNEY REVIEW

This proposed Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachments

cc. Jane Struder, Director of Finance
Steven Stern, Project Manager, Undergrounding Utility Program
John C. Randolph, Town Attorney
Patricia Strayer, PE, Town Engineer

RESOLUTION NO. 118-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE CONVEYANCE OF CERTAIN UNDERGROUND EASEMENTS, COPIES OF WHICH ARE ATTACHED HERETO, AND AUTHORIZING THE TOWN MANAGER TO EXECUTE SAID EASEMENTS ON BEHALF OF THE TOWN.

* * * * *

WHEREAS, in conjunction with undergrounding activities being undertaken by the Town, the following entities, Florida Power and Light Company, Bell South Telecommunications, LLC, and Comcast Corporation, are in need of a non-exclusive easement for the construction, operation and maintenance of underground electric utility communications and cable distribution facilities; and

WHEREAS, to accommodate said undergrounding, the Town of Palm Beach wishes to grant said easement in the manner and form described in the easements attached hereto.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The Town Council hereby authorizes and approves the granting of the underground easements in the manner and form attached hereto.

Section 2. The Town Council hereby authorizes Town Manager, Thomas G. Bradford to execute said easements on behalf of the Town.

THIS RESOLUTION SHALL TAKE AFFECT UPON ITS ADOPTION AND PASSAGE AS PROVIDED BY LAW in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of July 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

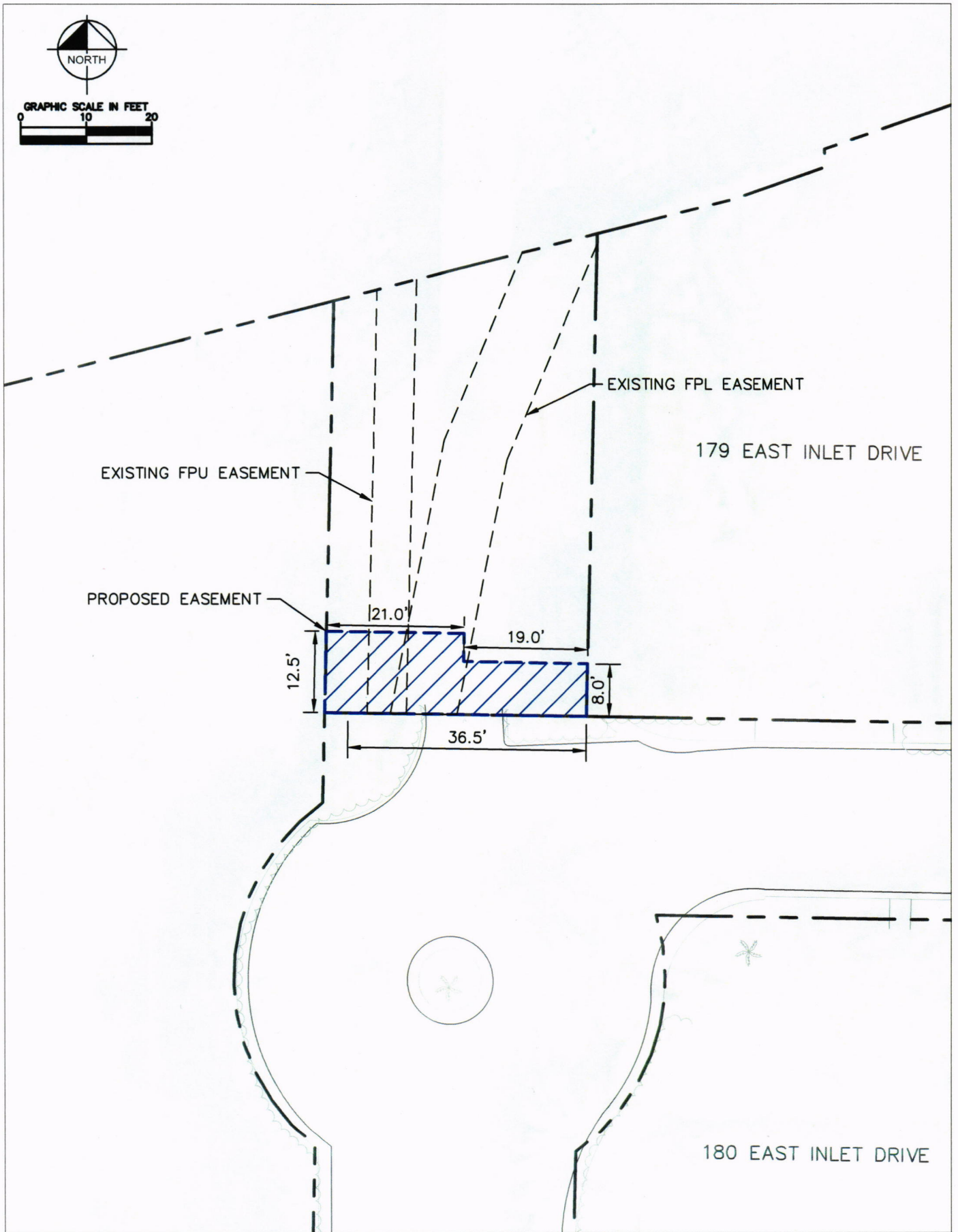
Bobbie Lindsay, Town Council Member

Gwendolynn Peirce, CMC, Acting Town Clerk

Margaret A. Zeidman, Town Council Member

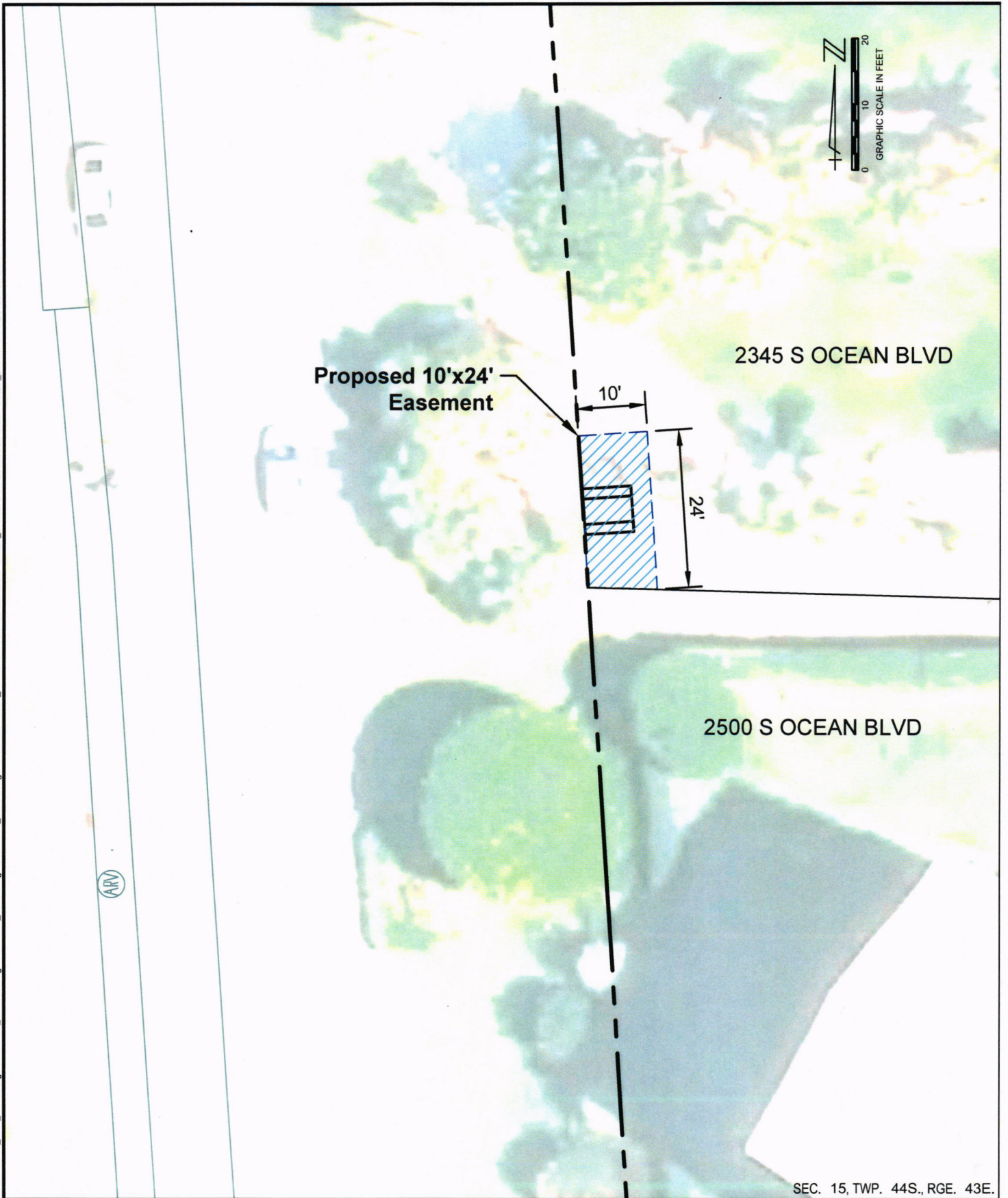
Drawing name: K:\WPB_Civil\044063188 - Townwide UG MP and Phase 1\CADD\Easement Exhibits\Plansheets\EASEMENT EXHIBIT.dwg EX-57 EASEMENT EXHIBIT Jul 03, 2017 7:32am by: Gina Cassulo

This document, together with the concept and design presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



SCALE		 © 2017 KIMLEY-HORN AND ASSOCIATES, INC. 1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411 PHONE: (561) 845-8895 FAX: (561) 845-8175 WWW.KIMLEY-HORN.COM	MAY 2017		EASEMENTS EXHIBIT PREPARED FOR TOWN OF PALM BEACH		DESIGN ENGINEER:		SHEET NUMBER		
DESIGNED BY KMS			PROJECT NO.				FLORIDA P.E. LICENSE NUMBER:		EX-57		
DRAWN BY KED			TC Meeting 07.12.17	044063188		PALM BEACH		DATE:		271	
CHECKED BY KMS						FLORIDA					

DWG: K:\horkhorund\EX-Par 3.dwg PLOT DATE: Jun 28, 2017 - 5:56pm
 XREFS: undr_cso1.mxd02.dwg undrCS01.FPL101.dwg undrCS01.BM01.dwg undrCS01.MD01.dwg IMAGES: I:\REF_DATA\IPBCO\2015\Area-E.sid I:\REF_DATA\IPBCO\2015\Area-E.sid



SCALE: AS SHOWN	FL. E.B. NO. 48	FL. L.B. NO. 48	TOWN OF PALM BEACH	DATE: DEC_2016
FIELD: ----	MOCK • ROOS CONSULTING ENGINEERS 5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248		FPL EQUIPMENT EXHIBIT	P.A. NO. B5040.10
DRAWN: SMR				DR. NO. A-4665
APPR: JPC				SHEET EX-PAR 3-S

DWG: K:\khorunkhorundr\EX-A41 Par 3.dwg PLOT DATE: Jul 03, 2017 - 9:32am



SCALE: AS SHOWN	FL. E.B. NO. 48	FL. L.B. NO. 48	TOWN OF PALM BEACH	DATE: DEC_2016
FIELD: ----	MOCK•ROOS CONSULTING ENGINEERS 5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248		FPL EQUIPMENT EXHIBIT	P.A. NO. B5040.10
DRAWN: SMR				DR. NO. A-4665
APPR: JPC				SHEET EX-A-41

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda Committee Reports

Agenda Title

Report of the Ordinances, Rules & Standards Committee Meeting of June 12, 2017
Bobbie Lindsay, Chair

Presenter

ATTACHMENTS:

- ▣ **ORS Report - 170612**

REPORT OF THE ORDINANCES, RULES AND STANDARDS COMMITTEE MEETING HELD ON THURSDAY, JUNE 12, 2017

1 **I. CALL TO ORDER AND ROLL CALL**

2
3 The Ordinances, Rules, and standards Committee (ORS) meeting was called to order on
4 Monday, June 12, 2017, at 9:30 a.m. On roll call, all of the Committee Members were
5 found to be present.
6

7 **II. PLEDGE OF ALLEGIANCE**

8
9 Chair Lindsay led the Pledge of Allegiance.
10

11 **III. APPROVAL OF AGENDA**

12
13 **Motion was made by Committee Member Araskog, and seconded by Chair Lindsay**
14 **to approve the agenda. The motion passed unanimously.**
15

16 **IV. COMMUNICATIONS FROM CITIZENS** - *None*

17
18 **V. REGULAR AGENDA**

19
20 **A. Old Business**

- 21
22 1. Regulation of Vehicles for Hire, Including Internet-Based Ride Sharing
23 Programs (Jay Boodheshwar, Deputy Town Manager)

24
25 Deputy Town Manager Jay Boodheshwar provided a brief background on the
26 Town's adoption of an ordinance regulating vehicles for hire. He spoke
27 regarding recently enacted State legislation, which preempted municipalities
28 from regulating these types of businesses. He explained that the ordinance that
29 the ORS Committee is reviewing is in compliance with the new State law.
30

31 At the request of Chair Lindsay, Amy Wood, Accounting Manager, Finance
32 Department, provided an overview of the Town's taxicab permit program.
33

34 Ms. Araskog provided several minor revisions to proposed ordinance.
35

Motion was made by Committee Member Araskog, and seconded by Chair Lindsay to refer the proposed ordinance to the Town Council. The motion passed unanimously.

2. Potential Code Change to Modify Dates of Construction Season (John Page, Director of Planning, Zoning and Building)

John Page, Director of Planning, Zoning and Building, provided background information on a meeting that his department had held with contractors regarding further restricting building construction hours. He spoke regarding the Committee's request to look more in-depth at items that could be done to alleviate construction noise and related parking issues. He mentioned restricting the types of construction activity that would be allowed to be done on Saturdays in the off-season, as well as possibly restricting parking of construction vehicles. He also stated that contractors had requested to possibly allow certain interior "quiet" work during extended hours on Saturdays. He spoke regarding recent changes to the Town's "Right-of-Way Manual" that were approved by Town Council in May.

Discussion ensued regarding concerns over allowing more construction activity rather than restricting activity. Committee Member Araskog spoke in support of doing outreach via email to year-round residents to determine their level of concern. She also spoke in support of obtaining a waiver from neighbors in regards to allowing extended construction activity. Ms. Lindsay spoke regarding abuse of right-of-way parking permits and spoke in support of mandating contractors with right-of-way permits to park directly in front of the home where they are working, with certain exceptions. Mr. Page stated that a parking monitor is now required to be on site at a construction site. Further discussion ensued regarding the issuance of right-of-way permits and whether or not it would be more appropriate for the Planning, Zoning & Building Department to issue right-of-way permits for construction projects.

Discussion took place regarding allowing "quiet work" on Saturdays for extended hours. Further discussion took place regarding changing the date as to when the limited construction hours begin each year.

It was the consensus of the ORS Committee to direct staff to return to the next ORS Committee meeting and report on the following items: findings on what comparable, seasonal communities do in regards to construction hours; results of a meeting between Building, Public Works and the Police Department regarding issuance of right-of-way permits and management of construction parking; and a draft ordinance regarding the beginning date of the limited construction season and how language can be modified for "quiet work" on Saturdays.

3. Further Consideration Regarding Banning of Plastic Bags (Jay Boodheshwar, Deputy Town Manager)

Deputy Town Manager Jay Boodheshwar provided background information on the Town's efforts in regards to a potential plastic bag ban. He spoke regarding a lawsuit that the City of Coral Gables had won pertaining to a ban on polystyrene, and stated that the Town will continue to monitor the case as it moves through the appeals process. He stated that Town Attorney Randolph suggests monitoring the situation before moving forward with the Town enacting a ban on plastic bags.

There was no action taken.

B. New Business

1. Review of Pending Items for ORS Discussion at Future Meetings (Jay Boodheshwar, Deputy Town Manager)

Deputy Town Manager Jay Boodheshwar outlined the following list of pending items to be reviewed by the ORS Committee in future meetings:

- Construction Hours and Chapter 66 of the Town Code (to be heard at the next scheduled meeting)
- Regulating Drones
- Mobile Advertising on vehicles – on hold indefinitely
- Clean-up language regarding Charitable Solicitations and Special Events

Pending Town Council Approval:

- Application requirements for Board and Commission applicants
- Selection of Chairs for Boards and Committees
- ARCOM Notifications

It was the consensus of the ORS Committee to schedule a special meeting on August 7, 2017 at 9:30 a.m.

4. **ANY OTHER MATTERS**

5. **ADJOURNMENT**

There being no further business, the Ordinances, Rules, and Standards Committee meeting was adjourned at 10:31 a.m.

1 APPROVED:
2
3
4

5 _____
6 Bobbie Lindsay
7 Chair

8 ATTEST:
9

10 _____
11 Gwendolynn Peirce, CMC
12 Acting Town Clerk
13 Date: _____

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda Committee Reports

Agenda Title

Report of the Finance and Taxation Committee, June 29, 2017

Danielle H. Moore, Chair

Presenter

ATTACHMENTS:

- ▣ **FTC Report - June 29, 2017**

**REPORT OF THE FINANCE AND TAXATION COMMITTEE
MEETING HELD ON THURSDAY, JUNE 29, 2017**

I. CALL TO ORDER AND ROLL CALL

The Finance and Taxation Committee meeting was called to order on Thursday, June 29, 2017, at 9:30 a.m., in the Town Council Chambers. On roll call, all Committee Members were found to be present.

II. PLEDGE OF ALLEGIANCE

Chair Moore led the Pledge of Allegiance.

III. COMMUNICATIONS FROM CITIZENS – *None*

IV. APPROVAL OF AGENDA

Motion was made by Committee Member Kleid, and seconded by Chair Moore, to approve the Agenda. On call for a vote, the motion carried unanimously.

V. FY2017 BUDGET STATUS UPDATE

Director of Finance Jane Struder reviewed the monthly financial report through May, 2017.

At the request of Committee Member Kleid, Director of Finance Struder provided an overview of general fund revenues and explained why some sources of revenue have decreased from the previous fiscal year. She spoke regarding the Town's investments and actions that have been taken by the Investment Advisory Committee to increase investment returns. She outlined the Recreation Fund Enterprise Funds accounts.

1 **VI. FY2018 BUDGET PRESENTATION UPDATE**

2
3 Director of Finance Struder provided an update on the FY2018 budget process
4 and explained how the budget will be presented to the Town Council.
5

6 In response to a question by Committee Member Kleid, Town Manager Thomas
7 Bradford explained increased money that is being included in the FY2018 budget
8 for employee pensions, coastal restoration, and new positions being proposed,
9 specifically a .5 FTE Right-of-Way Inspector and a Communications Specialist. He
10 spoke regarding Steven Stern, the new Undergrounding Project Manager, who will
11 be starting on Friday, June 30. Discussion ensued regarding his background and
12 the requirements for the position. Chair Moore requested that Mr. Stern attend the
13 July 12 Town Council meeting and be introduced at the beginning of the meeting.
14

15 Chair Moore spoke regarding the possibility of increasing the budget even more
16 than what is being proposed for the pension fund.
17

18 **It was the consensus of the Finance and Taxation Committee to request that**
19 **Director of Finance Struder provide scenarios regarding changing the**
20 **assumptions and increasing the amount to be added to the fund, at a future**
21 **Finance and Taxation Committee meeting.**
22

23 **VII. ZERO LINE ITEM BUDGETING DISCUSSION**

24
25 Town Manager Bradford explained the basis for Zero Line Item Budgeting and the
26 reasons why the Town utilizes this method. He reviewed a memo that he had
27 provided in the backup for the Finance and Taxation Committee meeting. He
28 spoke regarding the budget meetings that were held between the Town Manager
29 and the Departments.
30

31 Discussion ensued regarding Town Council Members possibly participating in the
32 departmental budget meetings.
33

34 **VIII. ANY OTHER MATTERS – None**

35
36 **IX. ADJOURNMENT**

37
38 There being no further business, the Finance and Taxation Committee meeting of
39 Thursday, June 29, 2017, was adjourned at 10:12 a.m.
40
41
42
43
44
45
46

REPORT OF THE FINANCE AND TAXATION COMMITTEE MEETING
HELD ON THURSDAY, JUNE 29, 2017

APPROVED:

Danielle H. Moore
Chair

ATTEST:

Gwendolynn Peirce, CMC
Acting Town Clerk

Date

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Town-wide Underground Project:

Thomas G. Bradford, Town Manager

a. Project Update

b. Underground Utility Project Dashboard

Jane Struder, Director of Finance

c. RESOLUTION NO. 119-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Issuance of not Exceeding \$22,650,000 Town of Palm Beach, Florida Public Improvement Commercial Paper Revenue Notes, Series 2017 (The "Notes") For the Purpose of Financing the Initial Phase of the Underground Utility Project; Appointing Citigroup Global Markets Inc., as Dealer; Appointing the Bank of New York Mellon, National Association as Issuing and Paying Agent; Approving the Form of, and Authorizing the Execution and Delivery of a Dealer Agreement, Issuing and Paying Agency Agreement and Letter of Credit and Reimbursement Agreement with Citibank, N.A.; Authorizing and Directing the Preparation of an Offering Memorandum Relative to the Notes; Authorizing and Directing the Mayor and the Town Manager, the Finance Director and Other Proper Officials of the Town to Execute and Deliver Any and All Documents and Instruments and to do and Cause to be Done Any and All Acts and Things Necessary or Proper for Carrying out the Transactions Contemplated by this Resolution; and Providing for an Effective Date.

Jane Struder, Director of Finance

d. RESOLUTION NO. 120-2017 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida (The "Town"), Authorizing And Approving The Issuance Of A Note By The Town In The Principal Amount Of Not To Exceed \$90,000,000 Relative To Financing The Initial Phase Of The Underground Utility Project; Pledging Non-Ad Valorem Special Assessments

Imposed Against Real Property In The Town In Connection With The Underground Utility Project To Repay The Note And A Backup Covenant To Budget And Appropriate Legally Available Non-Ad Valorem Revenues Of The Town; Authorizing The Proper Officials Of The Town To Do All Other Things Deemed Necessary Or Advisable In Connection With Said Note; Authorizing The Validation Of The Note; And Providing For An Effective Date.

Jane Struder, Director of Finance

- e. Future Fiber Optic Communications System for the Town
Thomas G. Bradford, Town Manager
- f. Town Use of One-Cent Surtax Revenues
Thomas G. Bradford, Town Manager
- g. Award of the Peer Review Contract to Patterson & Dewar Engineers
H. Paul Brazil, Director of Public Works

Presenter

ATTACHMENTS:

- ❑ **b. Monthly Report, June 2017, Dashboard**
- ❑ **c. RESOLUTION NO. 119-2017, Memorandum for Commercial Paper Revenue Notes**
- ❑ **RESOLUTION NO. 119-2017, Commercial Paper Revenue Notes**
- ❑ **d. RESOLUTION NO. 120-2017, Memorandum for Non Ad Valorem Bond Resolution for the Underground Utility Project**
- ❑ **RESOLUTION NO. 120-2017, Non Ad Valorem Bond Resolution for Underground Utility Project**
- ❑ **Future Fiber Optic Communications System for Town Government Memorandum**
- ❑ **Town Future Fiber Optic Communications Kimley-Horn Memo**
- ❑ **Town Use of One-Cent Surtax Revenues**
- ❑ **g. Memorandum Dated July 5, 2017 From H. Paul Brazil, P.E., Director of Public Works**
- ❑ **Patterson & Dewar Proposal**



Town Of Palm Beach Undergrounding Project

Report: June 2017

Updates

A hearing date has been set for the lawsuit.

GO Bond is delayed. A Resolution will be presented to the TC for the Commercial Paper Program.

Status Legend

Green (1) - On Task
Yellow (2) - Caution
Red (3) - Not On Task

Engineering

Master Plan	Budget	1	99.99%
	Schedule	1	99.99%
North End Design	Budget	1	95.00%
	Schedule	1	96.00%
South End Design	Budget	1	95.00%
	Schedule	1	93.00%

Easement Acquisition

Easement Acquisition	1	75.00%	100.0%
-----------------------------	---	-------------------------------	-------------------------------

Financing

Financing	1	30.00%	100.0%
------------------	---	-------------------------------	-------------------------------

Communications

Communications	Budget	1	39.93%	100.0%
	Schedule	1	77.00%	100.0%



Saves And Raves

Recognize elected officials UUTF, Utility Owners, Design Team and Construction managers achieving to Phase 1 Co..
Value engineering saved \$30,000 working with FPL eliminating 2 large splice boxes.





Underground Utility Task Force Monthly Progress Report June 2017

Table of Contents

Dashboard Cover Page

1. Kimley-Horn Progress Report
2. Master Plan Gantt Chart
3. Project Design Gantt Chart
4. Phase 1 North Construction Schedule
5. Phase 1 South Construction Schedule
6. Phase 2 Design Draft
7. Budget Report
8. Interest Rate Forecast as of June 23, 2017

The following reports will be provided when applicable in future reporting:

- Easement Acquisition Report
- Communication Report
- Construction Updates and Status Report
- Safety and Reliability Reports

Dashboard Notes:

- Overall Budget represents the percentage encumbered to date versus the total project budget of \$90 million.
- Amounts on dashboard are percentages of total budget and design completed related to master planning, north and south end design.
- We will be making additional changes in future dashboards to reflect a new section with monthly highlights, including UUTF and Town Council decisions affecting the project, and other format changes.

Prepared by the Finance Department
June 30, 2017

Town-Wide Undergrounding Project Progress Report Period: May 27, 2017 to June 21, 2017

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below.
 - Master Planning is 99% complete
 - North End Design is 96% complete
 - South End Design is 93% complete
- Budget: Project is on budget as of May 15, 2017
 - Master Planning is at 99% of total task budget
 - North End Design is at 91% of total task budget
 - South End Design at 92% of total task budget
- Easement Status
 - Phase 1: 75% of easements approved

B. Master Planning Phase

- Responded to review comments related to the Future Fiber Optic Communications Alternatives as well as associated opinions of costs for two alternatives.
- Meeting held with Comcast to further the discussion of overall program cost refinement for the Comcast elements.
- Meeting held with AT&T to further the discussion of overall program cost refinement for the AT&T elements.
- Additional Meetings have been coordinated and set with additional Broadband Service providers to discuss interest in providing services in Town.

C. Detailed Design Phase

- Subconsultant/utility owner coordination regarding completion of various equipment location revisions due to the easement acquisition process and various changes requested by design team to the utility owners to reduce costs. Incorporation of these changes in the construction documents.
- Design coordination with FPL, AT&T, and Comcast conduit plans after receipt of their revised network designs for the north and south ends.
- Coordination with Town Attorney, Brannon & Gillespie, Waypoint Engineering, and FPL related to equipment locations and easement needs.
- Numerous field meetings and follow up coordination with residents, businesses, and condominiums to discuss easement requests were performed. Coordination with surveyor to develop legal sketches and descriptions for agreed upon easements.
- Coordination with FPL on revised easement/service locations based on resident/property owner meetings.

- Progress towards development of the FDOT Landscaping Permit application and individual landscaping site plans.
- Coordination with the CMARs during the sub-trade bidding process for both the north and south ends.
- Coordination with the CMARs during the sub-trade bidding process for both the north and south ends. Response to bidder RFIs and assistance with addendum preparation.
- Review, comment and negotiation services of Phase 1 North and South GMP submittals.
- Progress meetings occurred to coordinate various elements of the project.

II. Upcoming Activities (June 22, 2017 – July 23, 2017)

A. Master Planning Phase

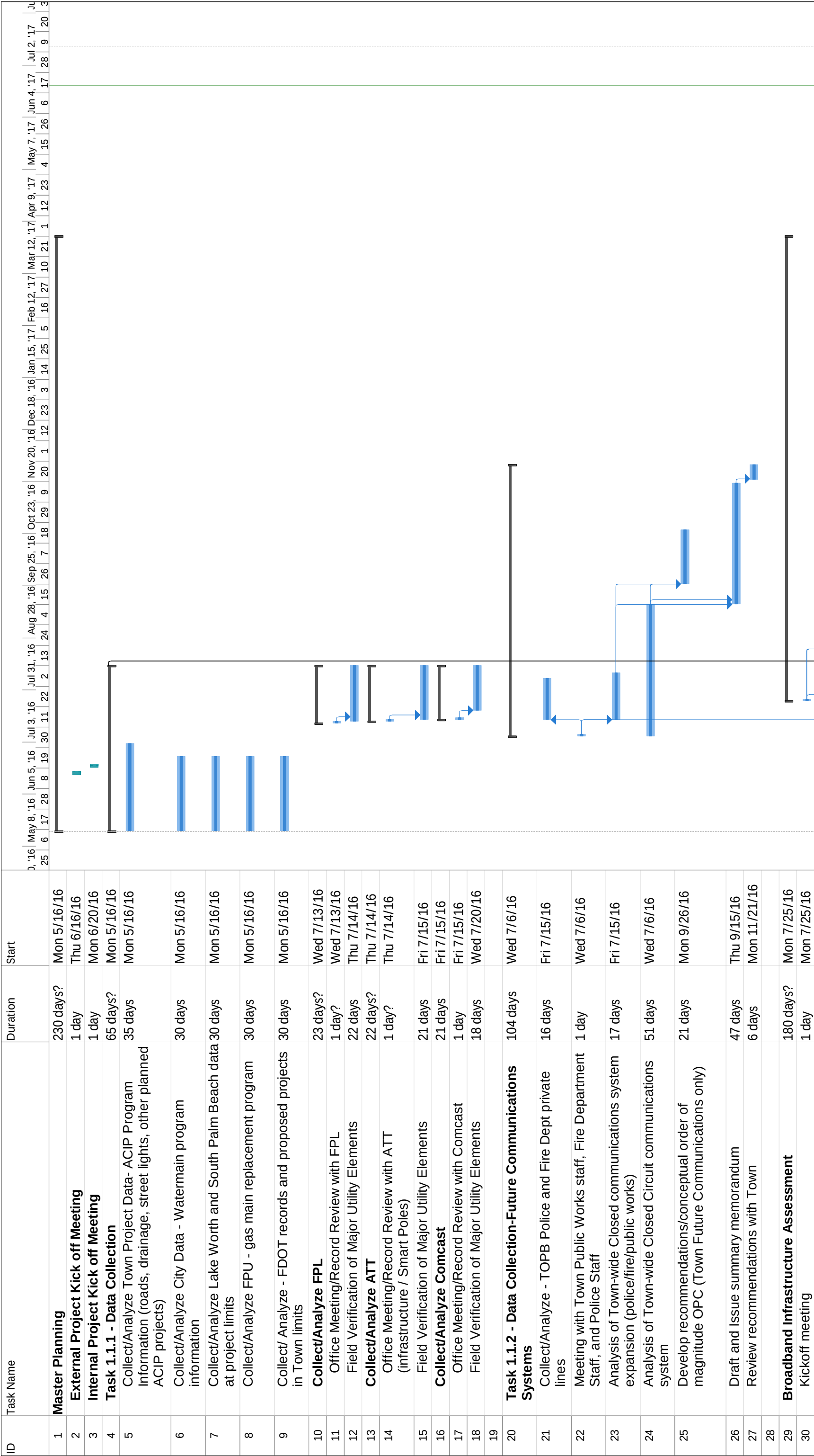
- Meetings will continue with consultant team, Town staff, utility providers and potential broadband providers to refine program costs.
- Presentation of the master plan at the July Town Council meeting.

B. Detailed Design Phase

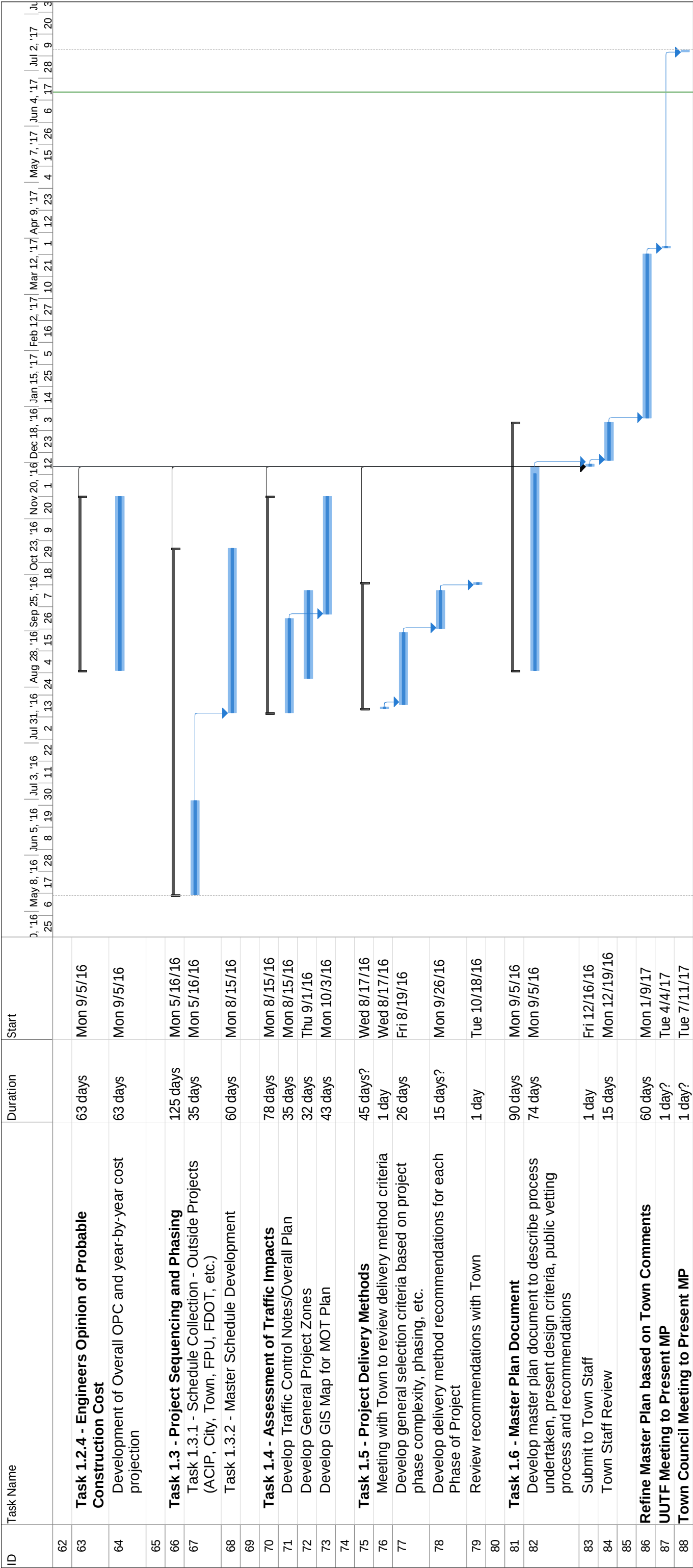
- We anticipate that we will continue to refine the construction documents based on progress with the easement acquisition process and coordination with the utility owners for cost reduction.
- Continued coordination with FPL / AT&T / Comcast to work out final coordination issues and communicate revisions requested by property owners through the easement acquisition process.
- The easement acquisition process will continue through the Town Attorney's office including field meetings with affected residents, businesses, and condominiums.
- The Construction Manager at Risk for both the north and south phases will begin mobilization efforts.
- Detailed design of Phase 2 will kick off with the survey efforts commencing.
- Design Progress Meetings will continue to be held with the Design Team and Utility Owners related to Phase 2. Construction progress meetings will begin for Phase 1.

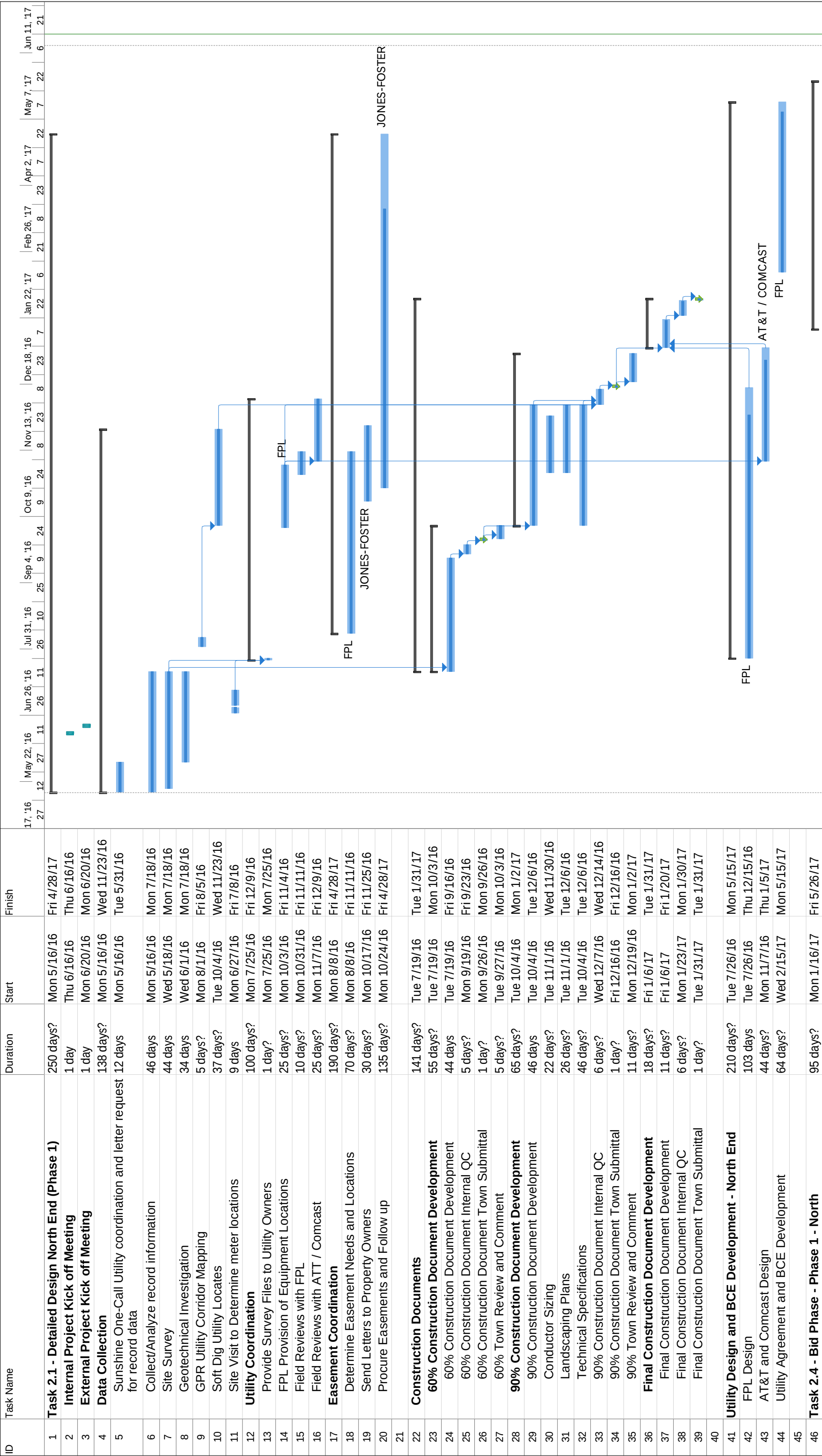
III. Saves and Raves

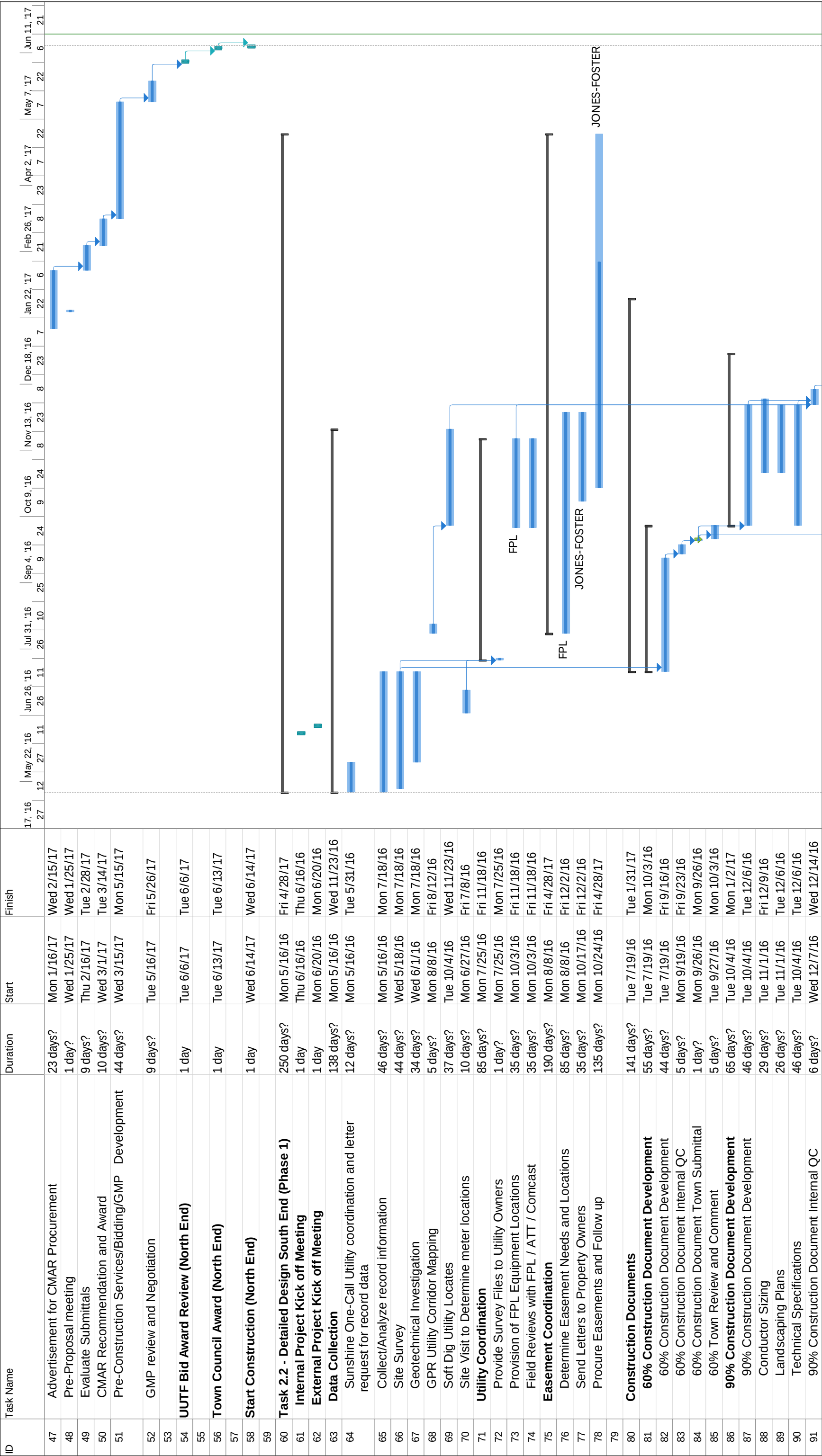
- A. *Saves*: We were able to eliminate two large splice boxes through working with FPL to value engineer the design which will save approximately \$30,000.
- B. *Raves*: We would like to recognize the Town's elected officials, Task Force, and staff, Utility Owners, Design Team and Construction Managers for working together to achieve the important milestone of moving Phase 1 into the construction phase.

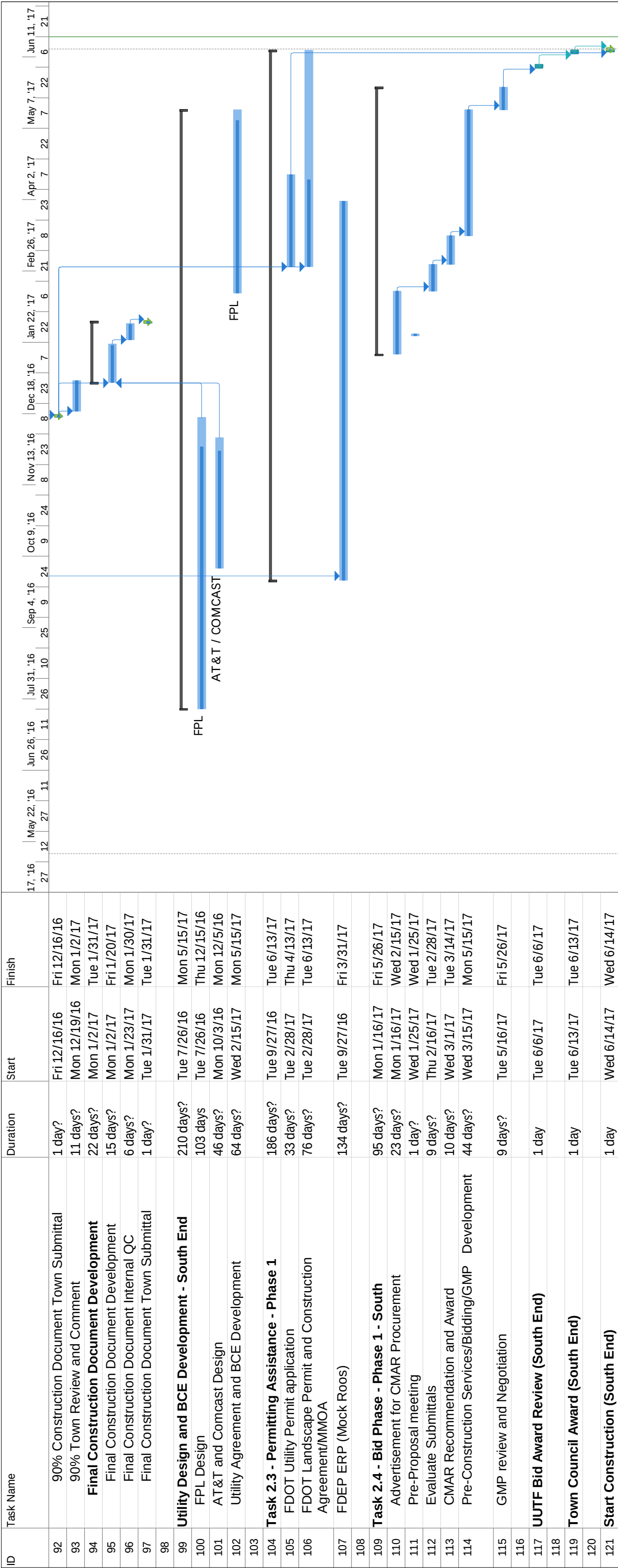


ID	Task Name	Duration	Start
31	Community Needs & Stakeholder Outreach	65 days	Tue 7/26/16
32	Broadband Market Analysis	44 days	Tue 7/26/16
33	Broadband Issue Analysis	21 days	Mon 9/26/16
34	FTTP Data Collection & Benchmarking	46 days	Mon 8/22/16
35	FTTP Technical Design Options	46 days	Mon 8/22/16
36	FTTP Business Case Analysis	46 days	Mon 8/22/16
37	FTTP Financial Evaluation	46 days	Mon 9/26/16
38	FTTP Roadmap and Business Plan	25 days	Tue 10/25/16
39	Final Presentation and Deliverables	25 days	Tue 10/25/16
40	UUTF Presentation	1 day	Tue 12/6/16
41	RFI Development	21 days	Fri 1/6/17
42	RFI Distribution and Advertisement	21 days?	Mon 2/6/17
43	Review RFI Responses and Provide Recommendations	19 days?	Tue 3/7/17
44			
45	Task 1.1.3 - GIS Base Map Development - Existing Infrastructure	61 days	Mon 5/16/16
46	GIS Map Development Town Project Data- ACIP Program Information	45 days	Mon 5/16/16
47	GIS Map Development - Watermain program information	45 days	Mon 5/16/16
48	GIS Map Development FPU - gas main replacement program	45 days	Mon 5/16/16
49	GIS Map Development - TOPB Police and Fire private lines	17 days	Fri 7/15/16
50	GIS Map Development - FDOT records and proposed projects in Town limits	45 days	Mon 5/16/16
51			
52	Task 1.2 - Concept Design/Master Plan	99 days	Fri 7/15/16
53	Master Plan Design Layout/Workshop - FPL Infrastructure -GIS Maps	78 days	Mon 8/15/16
54	Master Plan Design Layout/Workshop - ATT Infrastructure - GIS Maps	59 days	Mon 8/15/16
55	Master Plan Design Layout/Workshop - Comcast Infrastructure - GIS Maps	70 days	Mon 8/15/16
56	Master Plan Design Layout - Street lights - GIS Area Map	55 days	Mon 7/18/16
57	Master Plan Design Layout - CC fiber link and Competitor Communications - GIS Map	17 days	Fri 7/15/16
58	Major easement Identification, field verification	47 days	Thu 9/1/16
59			
60	Task 1.2.3 - Phase Selection and Development	45 days	Mon 8/8/16
61	Phase Selection and Development / GIS Map Development of Phasing Limits (first half of project)	45 days	Mon 8/8/16





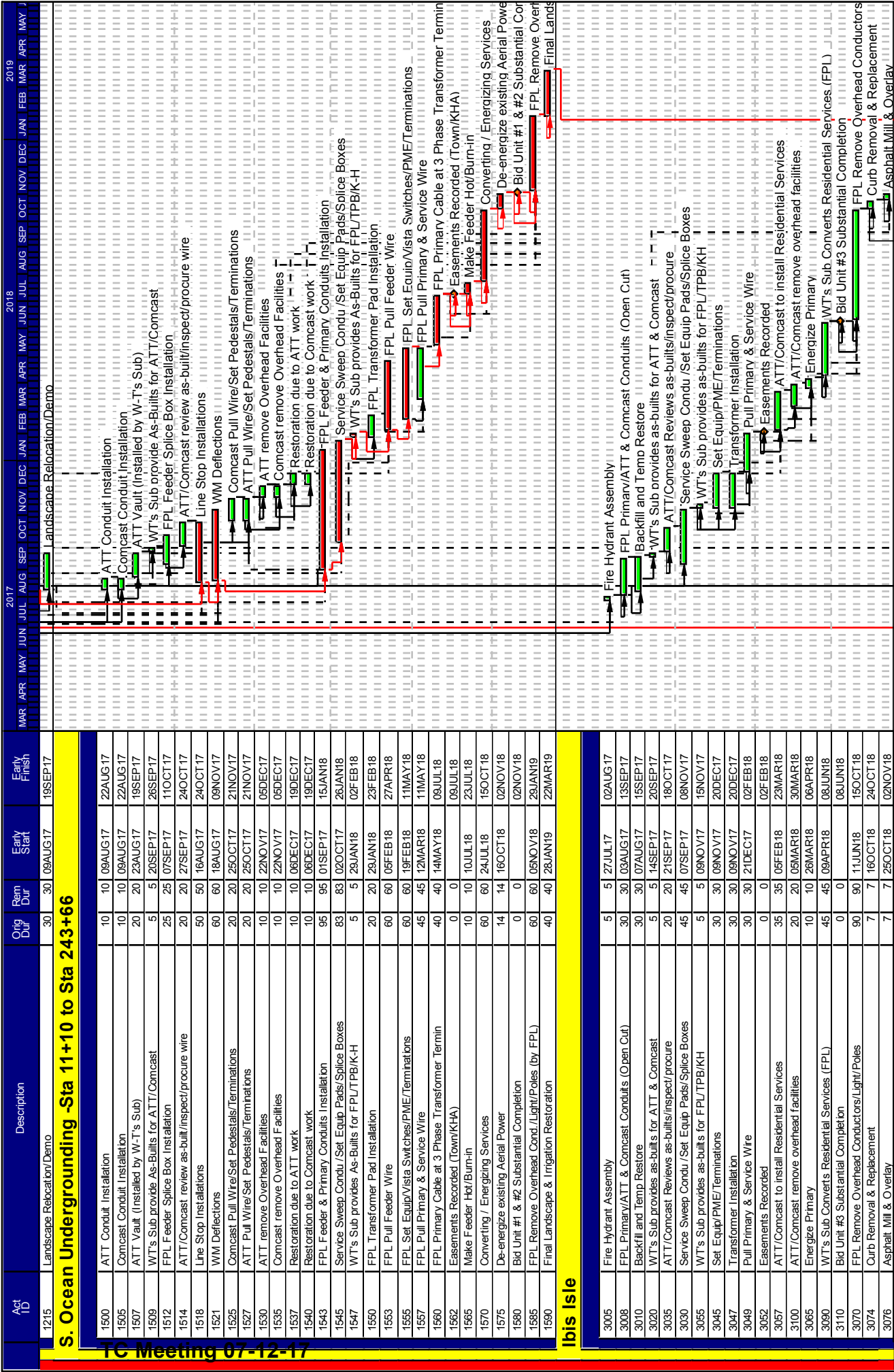




PRELIMINARY SCHEDULE RFQ No. 2017-14 TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING PHASE 1 NORTH																														
ID	Task Name	Duration	Start	Finish	2017												2018												2019	
					Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	
1	Fully Executed Non-GAF Agreement	23 days	Mon 6/12/17	Wed 7/12/17																										
2	Copy Of Executed Easements	23 days	Mon 6/12/17	Wed 7/12/17																										
3	Fully Executed Applicant Installed Agreement With FPL	23 days	Mon 6/12/17	Wed 7/12/17																										
4	Fully Executed R/O/W Agreement With FPL	23 days	Mon 6/12/17	Wed 7/12/17																										
5	Fully Executed Agreement With COMCAST / AT & T	23 days	Mon 6/12/17	Wed 7/12/17																										
6	Town Council Approval	1 day	Tue 6/13/17	Tue 6/13/17																										
7	Award Prime Contract	13 days	Wed 6/14/17	Fri 6/30/17																										
8	Permitting	15 days	Mon 6/26/17	Fri 7/14/17																										
9	Customer Owned Service Connection Permitting	15 days	Mon 6/26/17	Fri 7/14/17																										
10	Sub Contract Agreements	23 days	Wed 6/14/17	Fri 7/14/17																										
11	Material Procurement	11 days	Fri 6/30/17	Fri 7/14/17																										
12	Underground Conduit Installation, Primary/Secondary (FPL, ATT, Comcast)	91 days	Mon 7/17/17	Sun 11/19/17																										
13	Feeder Splice Box Installation	15 days	Thu 10/12/17	Wed 11/1/17																										
14	Set Transformers / Switch Cabinets (FPL)	75 days	Wed 11/8/17	Tue 2/20/18																										
15	Secondary Services / Wire	138 days	Tue 2/20/18	Thu 8/30/18																										
16	As-Built Submission / Review (FPL)	47 days	Tue 2/20/18	Wed 4/25/18																										
17	Pull Wire / Terminations Primary (FPL)	81 days	Tue 2/20/18	Tue 6/12/18																										
18	*ATT Rod Conduit, Pull Wire, Set Pedestals	133 days	Tue 2/27/18	Thu 8/30/18																										
19	*Comcast Pull Wire, Set Pedestals	133 days	Tue 2/27/18	Thu 8/30/18																										
20	Cut over / Overhead Removal (ATT/Comcast)	45 days	Mon 9/3/18	Fri 11/2/18																										
21	Energize Underground (FPL)	30 days	Fri 4/27/18	Thu 6/7/18																										
22	Secondary Service Switch Over (FPL)	113 days	Mon 6/11/18	Wed 11/14/18																										
23	** Demo Overhead / Remove Poles (FPL) / Final Restoration	90 days	Mon 9/17/18	Fri 1/18/19																										
24	*This Work Will Be Performed By ATT/COMCAST Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.																													
25	**This Work Must Be Performed By FPL Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.																													
26	Storm Drainage	45 days	Mon 7/17/17	Fri 9/15/17																										
27	Water Main	35 days	Mon 9/4/17	Fri 10/20/17																										

DATED 6/12/17





Start date 13MAR17

Finish date 07MAY19

Data date 27JUN17

Run date 27JUN17

Page number 2A

© Primavera Systems, Inc.

The Whiting-Turner Contracting Co.

Town Wide Undergrounding Ph1 - South

CONSTRUCTION SCHEDULE

Early bar

Progress bar

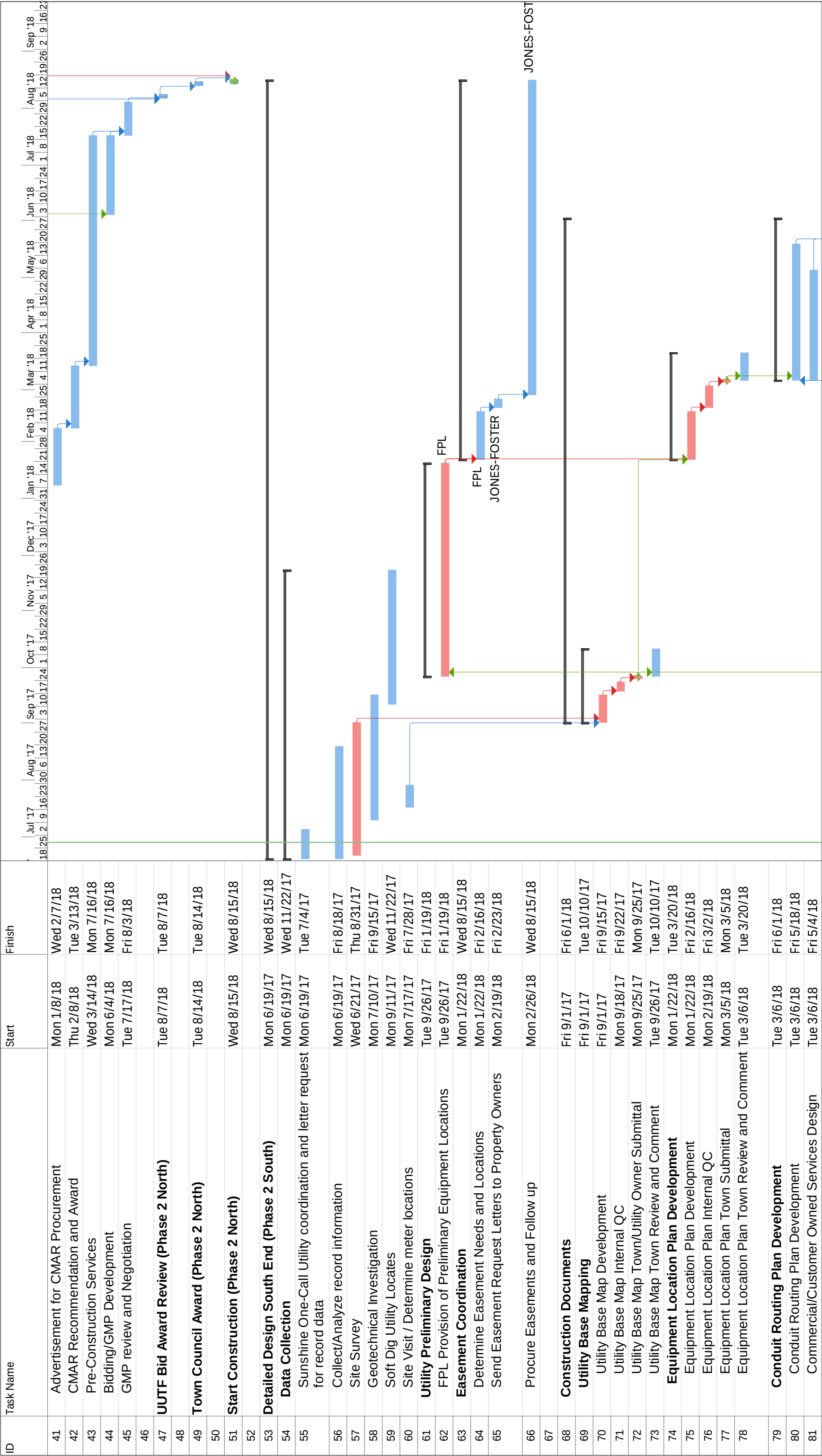
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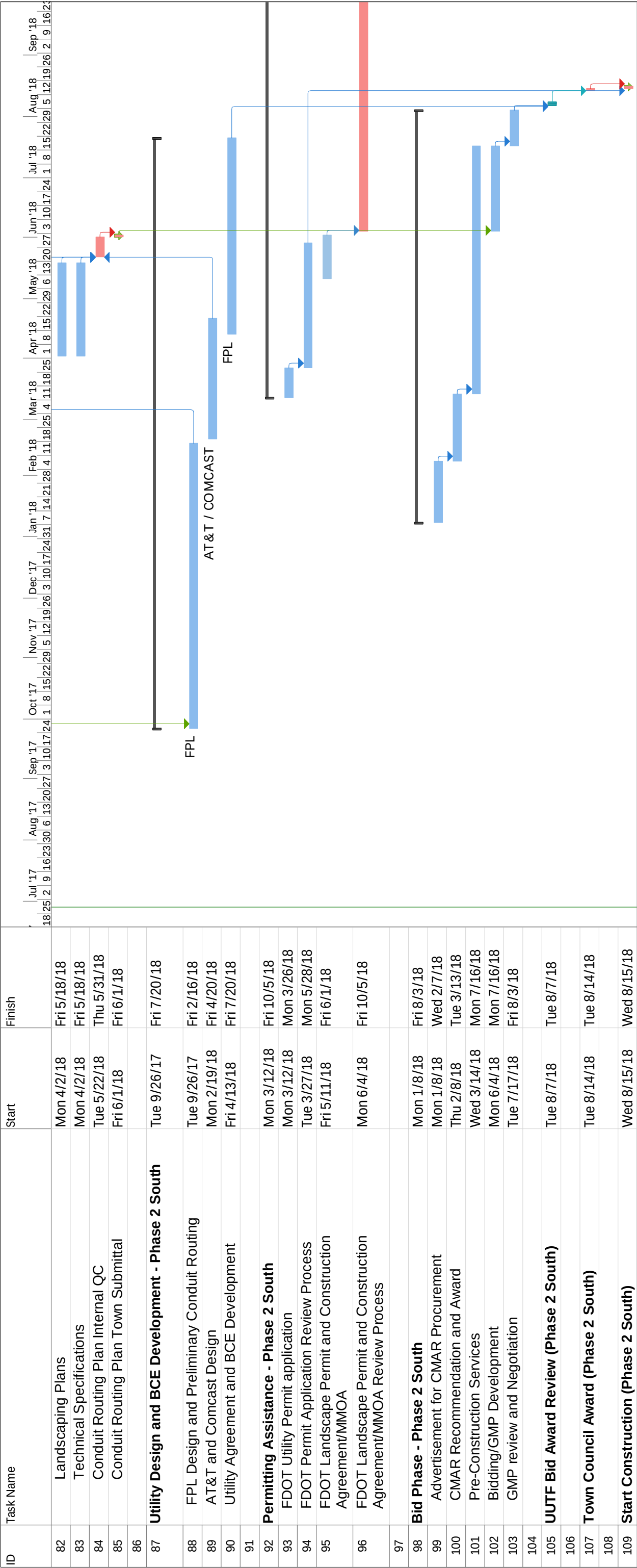
Summary bar

Start milestone point

Finish milestone point

ID	Task Name	Start	Finish
1	Detailed Design North End (Phase 2 North)	Mon 6/19/17	Wed 8/15/18
2	Data Collection	Mon 6/19/17	Wed 11/22/17
3	Sunshine One-Call Utility coordination and letter request for record data	Mon 6/19/17	Tue 7/4/17
4	Collect/Analyze record information	Mon 6/19/17	Fri 8/18/17
5	Site Survey	Wed 6/21/17	Thu 8/17/17
6	Geotechnical Investigation	Mon 7/10/17	Fri 9/15/17
7	Soft Dig Utility Locates	Mon 9/11/17	Wed 11/22/17
8	Site Visit / Determine meter locations	Mon 7/17/17	Fri 7/28/17
9	Utility Preliminary Design	Tue 9/12/17	Fri 1/5/18
10	FPL Provision of Preliminary Equipment Locations	Tue 9/12/17	Fri 1/5/18
11	Easement Coordination	Mon 1/8/18	Wed 8/15/18
12	Determine Easement Needs and Locations	Mon 1/8/18	Fri 2/2/18
13	Send Easement Request Letters to Property Owners	Mon 2/5/18	Fri 2/9/18
14	Procure Easements and Follow up	Mon 2/12/18	Wed 8/15/18
15			
16	Construction Documents	Fri 8/18/17	Fri 6/1/18
17	Utility Base Mapping	Fri 8/18/17	Tue 9/26/17
18	Utility Base Map Development	Fri 8/18/17	Fri 9/1/17
19	Utility Base Map Internal QC	Mon 9/4/17	Fri 9/8/17
20	Utility Base Map Town/Utility Owner Submittal	Mon 9/11/17	Mon 9/11/17
21	Utility Base Map Town Review and Comment	Tue 9/12/17	Tue 9/26/17
22	Equipment Location Plan Development	Mon 1/8/18	Tue 3/6/18
23	Equipment Location Plan Development	Mon 1/8/18	Fri 2/2/18
24	Equipment Location Plan Internal QC	Mon 2/5/18	Fri 2/16/18
25	Equipment Location Plan Town Submittal	Mon 2/19/18	Mon 2/19/18
26	Equipment Location Plan Town Review and Comment	Tue 2/20/18	Tue 3/6/18
27	Conduit Routing Plan Development	Tue 2/20/18	Fri 6/1/18
28	Conduit Routing Plan Development	Tue 2/20/18	Fri 5/18/18
29	Commercial/Customer Owned Services Design	Fri 3/2/18	Fri 5/4/18
30	Landscaping Plans	Mon 4/2/18	Fri 5/18/18
31	Technical Specifications	Mon 4/2/18	Fri 5/18/18
32	Conduit Routing Plan Internal QC	Tue 5/22/18	Thu 5/31/18
33	Conduit Routing Plan Town Submittal	Fri 6/1/18	Fri 6/1/18
34			
35	Utility Design and BCE Development - Phase 2 North	Tue 9/12/17	Fri 7/20/18
36	FPL Design and Preliminary Conduit Routing	Tue 9/12/17	Fri 2/16/18
37	AT&T and Comcast Design	Mon 2/5/18	Fri 4/20/18
38	Utility Agreement and BCE Development	Fri 4/13/18	Fri 7/20/18
39			
40	Bid Phase - Phase 2 North	Mon 1/8/18	Fri 8/3/18





Town of Palm Beach
Underground Utility Project
Budget and Actual Expenditures
As of June 30, 2017

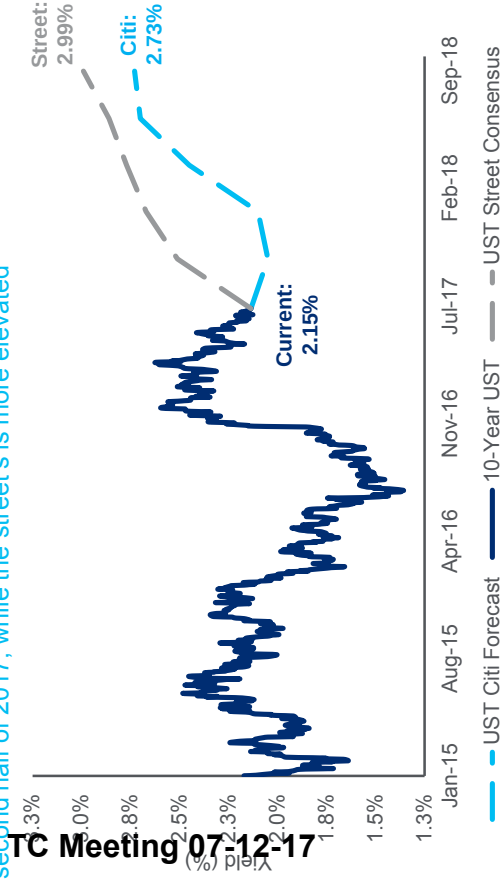
Task	Original Estimated Project Budget	Phase I Engineering Budget	Actual Expended to Date	% Complete of Phase 1 Engineering Budget	% Expended to date of Original Budget	% Encumbered to date of Original Budget
Project Engineering	\$ 5,400,000					
Survey Costs	\$ 1,232,000					
Task 1.1 - Data Collection & GIS Base Mapping		\$ 88,021	\$ 88,021	100.00%		
Task 1.1a Data Collection for Future Communications		23,511	23,511	100.00%		
Task 1.2 - Conceptual Design and Master Plan		161,756	161,756	100.00%		
Task 1.3 - Project Sequencing and Phasing		31,244	31,244	100.00%		
Task 1.4 - Assessment of Traffic Impacts		77,660	77,660	100.00%		
Task 1.5 - Project Delivery Methods		17,448	17,448	100.00%		
Task 1.6 - Master Plan Document		45,053	42,800	95.00%		
Task 1.7 - Meetings Master Planning Phase		113,135	113,123	99.99%		
Task 1.8 - Master Plan Phase 2		40,067	38,064	95.00%		
Subtotal Master Planning		\$ 597,895	\$ 593,627	99.29%		
Task 2.1 - Detailed Design North End Project (Onondaga to East Inlet)		472,063	448,460	95.00%		
Task 2.2 - Detailed Design South End (Sloan's Curve to Touthern Boundary)		619,411	588,440	95.00%		
Task 2.2A - Ibis Way PGD Improvements		14,583	13,854	95.00%		
Task 2.3 - Permitting Assistance		17,790	15,122	85.00%		
Task 2.4 - Bid Phase Assistance		42,166	42,166	100.00%		
Task 2.5 - Meetings - Design Phase		125,399	72,176	57.56%		
Legal Sketch and Description - Easements		34,000	12,715	37.40%		
Subtotal Design Phase		\$ 1,325,412	\$ 1,192,933	90.00%		
Task 3.1 - Public Outreach		282,519	112,806	39.93%		
Total Engineering and Survey Costs	\$ 6,632,000	\$ 2,205,826	\$ 1,899,366	86.11%	28.64%	33.26%
CM Project Management	\$ 3,415,000					
Utility Conversion Costs (FPL)	\$ 27,052,831					
FPL Engineering for Binding Cost Estimate		\$ 117,873				
North End Design			\$ 14,645			
South End Design			\$ 28,013			
Phase 3			\$ 11,759			
Phase 4			\$ 12,850			
Phase 5			\$ 12,757			
Phase 6			\$ 13,330			
Phase 7			\$ 11,359			
Phase 8			\$ 13,160			
Nightingale/LaPuerta Conversion Townwide Portion		\$ 74,900	\$ 74,900			
Total FPL Engineering Costs for Design		\$ 192,773	\$ 192,773	100.00%	0.71%	0.71%
Utility Conversion Costs (AT&T and Comcast)	\$ 8,900,000					
AT&T North End Design		\$ 5,000	\$ 5,000			
AT&T South End Design		\$ 5,000	\$ 5,000			
AT&T Nightingale/LaPuerta - Townwide Portion		\$ 30,555	\$ 30,555			
Comcast Nightingale/LaPuerta - Townwide Portion		\$ 8,885	\$ 8,885			
Comcast Preplanning and Design		\$ 12,015	\$ 12,015			
Total Utility Conversion Costs (AT&T and Comcast)		\$ 61,454	\$ 61,454	100.00%	0.69%	0.69%
Conversion of FPL Service Connections	\$ 10,075,000					
Landscape/Hardscape Restoration Costs	\$ 1,500,000					
Asphalt Milling and Resurfacing Costs	\$ 12,840,000					
Legal Costs/Easement Acquisition*	\$ 4,285,000	\$ -	\$ 175,186	0.00%	4.09%	4.09%
Sub-Total Project Budget	\$ 74,699,831					
Contingency @ 20%	\$ 14,939,966					
Total Estimated Project Budget	\$ 89,639,797					
Referendum Authorization	\$ 90,000,000	\$ 2,460,053	\$ 2,328,779	94.66%	2.59%	2.73%
Budget Amendment to Fund the UU Project from Town's Prepaid Contributions		\$ 2,530,250				
Amount Remaining from Original Budget Amendment		\$ 70,197				
FY17 Budget for UUTF						
Underground City of Lake Worth Section		\$ 200,000	\$ 23,181	11.59%		
Project Manager		\$ 130,000				
UU Funding - GF Allocation to Augment Program		\$ 430,200				
Total FY17 Budget Allocation		\$ 760,200	\$ 23,181	3.05%		
Cost Outside of the UU Project Budget						
Telecommunications Consultant	\$ 89,000	\$ 89,000	80,918	91%		
Peter Brandt (Contract Negotiations)	\$ 35,000	25,000	22,633	91%		
Total Additional Costs	\$ 124,000	\$ 114,000	\$ 103,551	90.83%	83.51%	91.94%

*These costs are currently being paid from the General Fund until they can be reimbursed through the financing.

U.S. Rate Forecasts

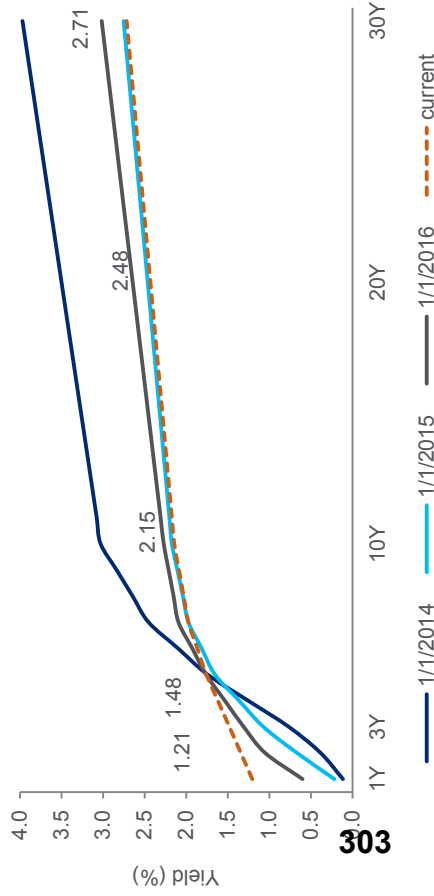
10-Year Treasury Yield Forecast

Citi forecasts a muted interest rate environment as we progress through the second half of 2017, while the street's is more elevated



US Treasury Yield Curve

Rates have recently ticked down across the curve in a flight to quality

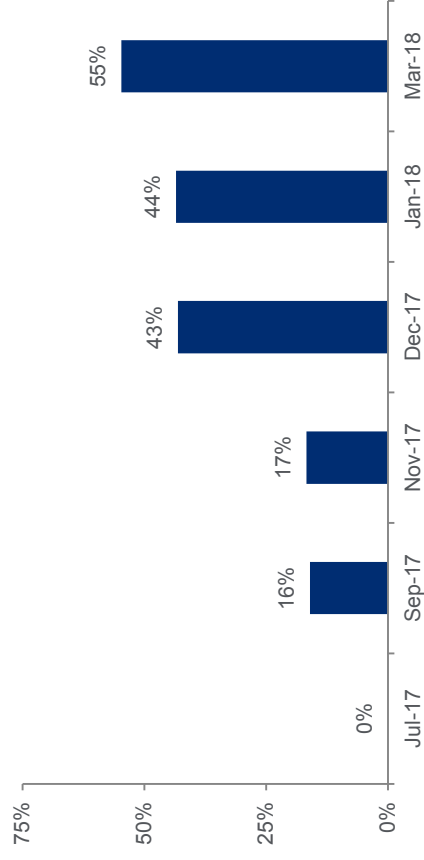


Rate Forecasts

5-Year Treasury	Current	3Q17	4Q17	1Q18	2Q18	3Q18	4Q18
Citi's Forecast	1.75%	1.65%	1.65%	2.00%	2.30%	2.35%	2.40%
10-Year Treasury	Current	3Q17	4Q17	1Q18	2Q18	3Q18	4Q18
Citi's Forecast	2.16%	2.05%	2.10%	2.45%	2.70%	2.73%	2.75%
Economists' Consensus		2.51%	2.67%	2.77%	2.86%	2.99%	--
30-Year Treasury	Current	3Q17	4Q17	1Q18	2Q18	3Q18	4Q18
Citi's Forecast	2.71%	2.75%	2.80%	3.10%	3.35%	3.38%	3.40%
Economists' Consensus		3.17%	3.31%	3.40%	3.51%	3.61%	--
Fed Funds	Current	3Q17	4Q17	1Q18	2Q18	3Q18	4Q18
Citi's Forecast	1.25%	1.25%	1.50%	1.75%	2.00%	2.25%	2.25%
Economists' Consensus		1.50%	1.50%	1.75%	1.75%	2.00%	--

Expectations of Next Fed Increase in Rates

The market is currently pricing in a 43% probability of one more rate hike by the end of 2017.



TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jane Struder, Finance Director

Re: Authorization of the Issuance of Commercial Paper Revenue Notes
Resolution No. 119-2017

Date: June 30, 2017

STAFF RECOMMENDATION

Staff recommends the Town Council approve Resolution No. 119-2017 authorizing the issuance of not to exceed \$22,650,000 Town of Palm Beach, Public Improvement Commercial Paper Revenue Notes, Series 2017.

GENERAL INFORMATION

At the June 13, 2017 meeting, the Town Council authorized staff to proceed with the issuance of commercial paper to finance the initial phases of the underground utility project. The Resolution No. 119-2017 (the “Resolution”) before the Council authorizes the issuance of not to exceed \$22,650,000 of Public Improvement Commercial Paper Revenue Notes, Series 2017 (the “Commercial Paper Notes” or “CP”) and related financing documents—an Issuing and Paying Agency Agreement, Dealer Agreement, Letter of Credit and Reimbursement Agreement and Offering Memorandum—used in commercial paper transactions. The Resolution appoints Citigroup Global Market Inc., as the Dealer under the commercial paper program and U.S. Bank National Association as Issuing and Paying Agent. Citibank, N.A., will also issue a Letter of Credit to secure the rollover of the continuous short-term Notes.

The CP is being issued to finance up to three (3) years of estimated costs of the Underground Utility Project. The Commercial Paper Notes are payable from a covenant to budget and appropriate from legally available non-ad valorem revenues of the Town and are expected to be taken out/refinanced with the long term bonds already approved by the voters, once the bond litigation is finally resolved.

A second resolution is being presented at this meeting to authorize the issuance of up to \$90,000,000 of Revenue Bonds payable primarily from special assessments with a back-up covenant to budget and appropriate from legally available non-ad valorem revenues of the Town. The proceeds of the Revenue Bonds would be available to retire the Commercial

Paper Notes and finance the remaining aspects of the Underground Utility Project on a longer term basis, if necessary, until the voter approved bonds can be issued.

FUNDING/FISCAL IMPACT

The commercial paper is priced at a rate historically in line with the SIFMA index (a proxy for short-term tax exempt interest rates), which as of June 28 was 0.91. In addition, there is a letter of credit fee of 15 basis points and a placement agent fee of 5 basis points. The total interest and ongoing costs for the commercial paper over the initial three-year period is estimated to total \$525,000 (based on current SIFMA rate). In addition, one time upfront issuance cost of approximately \$130,000 will be paid from proceeds of the initial commercial paper placement. Ongoing costs will be funded from the Underground Utility Fund.

TOWN ATTORNEY REVIEW

The Town's bond counsel, Locke Lord, LLP has prepared the Resolution with the input of Citibank's bond counsel. Mr. Richard J. Miller, P. A. Partner with Locke Lord, LLP, will be present to answer any questions you may have regarding this Resolution and accompanying agreements.

Attachments

cc:

John C. Randolph, Town
Attorney
Richard J. Miller, P.A.
Michael Hole, Citibank
Jay Glover, PFM

RESOLUTION NO. 119-2017
AUTHORIZING THE ISSUANCE OF
UP TO \$22,650,000
TOWN OF PALM BEACH, FLORIDA
PUBLIC IMPROVEMENT COMMERCIAL PAPER REVENUE NOTES, SERIES 2017

Adopted July 12, 2017

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RESOLUTION NO. 119-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$22,650,000 TOWN OF PALM BEACH, FLORIDA PUBLIC IMPROVEMENT COMMERCIAL PAPER REVENUE NOTES, SERIES 2017 (THE “NOTES”) FOR THE PURPOSE OF FINANCING THE INITIAL PHASE OF THE UNDERGROUND UTILITY PROJECT; APPOINTING CITIGROUP GLOBAL MARKETS INC., AS DEALER; APPOINTING U.S. BANK NATIONAL ASSOCIATION AS ISSUING AND PAYING AGENT; APPROVING THE FORMS OF, AND AUTHORIZING THE EXECUTION AND DELIVERY OF A DEALER AGREEMENT WITH CITIGROUP GLOBAL MARKETS INC., AN ISSUING AND PAYING AGENCY AGREEMENT WITH U.S. BANK NATIONAL ASSOCIATION AND A LETTER OF CREDIT REIMBURSEMENT AGREEMENT WITH CITIBANK, N.A.; AUTHORIZING AND DIRECTING THE PREPARATION OF AN OFFERING MEMORANDUM RELATIVE TO THE NOTES; AMENDING THE BUDGET FOR THE CURRENT FISCAL YEAR TO BUDGET AND APPROPRIATE FROM THE UNDERGROUND UTILITY PROJECT FUND SUFFICIENT MONEYS TO PAY INTEREST ON THE NOTES; AUTHORIZING AND DIRECTING THE MAYOR, THE TOWN MANAGER, THE FINANCE DIRECTOR AND OTHER PROPER OFFICIALS OF THE TOWN TO EXECUTE AND DELIVER ANY AND ALL DOCUMENTS AND INSTRUMENTS AND TO DO AND CAUSE TO BE DONE ANY AND ALL ACTS AND THINGS NECESSARY OR PROPER FOR CARRYING OUT THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Palm Beach, Florida (the “Town”), pursuant to the provisions of the Florida Constitution; the Town Charter of the Town as amended and supplemented; Chapter 166, Florida Statutes, as amended and supplemented; and other applicable provisions of law (collectively, “Act”) is authorized to borrow money, contract loans and issue bonds, notes or other obligations or evidences of indebtedness of any type or character to finance the undertaking of any capital or other project for purposes permitted under Florida law; and

WHEREAS, the Town Council of the Town of Palm Beach, Florida (the “Town Council”) has previously determined that the overhead aerial utility lines located within the Town are not aesthetically pleasing and present a potential public safety risk as well as a utility reliability issue and therefore threaten the safety and property of the residents of the Town and that it is in the best interest of the Town and its residents to bury utility lines located within the Town; and

WHEREAS, the Town Council, based on the foregoing findings and studies performed by the Town’s staff and consultants and based on requests for such action by the Town citizenry, believes that it is necessary to finance all or a portion of the cost of burying overhead utility lines

located within the Town, including without limitation, electric, telephone and cable service, together with costs incidental thereto (the “Underground Utility Project”); and

WHEREAS, on April 30, 2017 the Town published a Request for Proposal seeking proposals from financial institutions for a line of credit or other facility to be used by the Town to finance the costs of the initial phases (the “Initial Phase Project” or “Project”) of the Underground Utility Project, including, but not limited to, planning, design, engineering and architectural costs and received three (3) responses from financial institutions; and

WHEREAS, the Town’s financial advisor, Public Financial Management, Inc., has recommended that the Town award the bid to Citigroup Global Markets Inc. for its Citi Commercial Paper Proposal, because it is the most cost effective proposal and will provide the Town with maximum financing flexibility; and

WHEREAS, the Town Council believes it to be in the best interest of the Town to authorize the issuance of the Town’s Public Improvement Commercial Paper Revenue Notes, Series 2017 (the “Notes”) to finance the Initial Phase Project; and

WHEREAS, in order to enhance the marketability of the Notes authorized hereby, the Town has determined that it shall cause to be delivered a Letter of Credit that will permit the Issuing and Paying Agent to draw certain amounts thereunder in order to pay the principal of and interest on the Notes authorized hereby as provided herein and in such Letter of Credit; and

WHEREAS, the Town has determined that the reimbursement obligation of the Town to the issuer of the Letter of Credit, together with the interest thereon, shall be evidenced by notes that shall also constitute revenue notes under Act payable from the same source of payment as the Notes; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, AS FOLLOWS:

ARTICLE I DEFINITIONS

SECTION 1.1 Definitions.

(a) Capitalized terms used herein and not otherwise defined shall have the respective meanings accorded such terms in the Letter of Credit Reimbursement Agreement or in the form of Note attached as Exhibit A hereto, as the case may be.

(b) The following terms shall have the following meanings herein unless the context otherwise requires:

“Act” shall mean the Florida Constitution, Chapter 166 of the Florida Statutes, as amended and supplemented and the Charter of the Town of Palm Beach, Florida, as amended and supplemented, and other applicable provisions of law.

“Authorized Officer” or “Authorized Representative” shall mean, with respect to the Town, each of its Mayor, Town Manager and Finance Director; and such designation shall include any person serving the Town in any such office in an “Acting” or “Interim” capacity by designation of the Town Council.

“Bank” shall mean Citibank, N.A., with its successors and assigns, as issuer of the initial Letter of Credit securing the Notes and any successor issuer of a Letter of Credit.

“Bank Note” shall mean the revenue note of the Town evidencing the obligation of the Town to pay principal and interest in respect of the Bank for Drawings pursuant to the Letter of Credit Reimbursement Agreement, including Unreimbursed Drawings that have been converted into Term Amortizations under the Letter of Credit Reimbursement Agreement.

“Bond Counsel” shall mean Locke Lord LLP or any other attorney at law or firm of attorneys selected by the Town, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States.

“Business Day” shall mean any day other than Saturday, Sunday, a day on which banking institutions in West Palm Beach, Florida or New York, New York are authorized or required by law or other governmental action not to be open for the transaction of regular banking business, or a day on which the New York Stock Exchange is closed.

“Cede” shall have the meaning provided in Section 3.4 hereof.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Commercial Paper Resolution” or “Resolution” shall mean this Commercial Paper Resolution authorizing the issuance of up to \$22,650,000 aggregate principal amount at any time outstanding of Town of Palm Beach, Florida Public Improvement Commercial Paper Revenue Notes, Series 2017.

“Cost” or “Cost of the Project” with respect to the Project, shall mean the Town’s costs properly attributable to the acquisition, construction, renovation and equipping of the Project, including reimbursement to the Town for prior expenditures made with respect to the Project, but not limited to, the cost of improvement by or for the Town of real or personal property or other interest therein, including but not limited to, easements and rights of way, costs of physical construction, the cost of any indemnity and surety bonds and premiums on allowed insurance during construction for on-site and off-site improvements, interest on the Notes prior to, during and for not exceeding one year after the completion of the Project, environmental mitigation costs, engineering, architectural and project management expenses, legal fees and expenses, costs of audits, fees and expenses of the fiduciaries and financial consultants and costs of financing, administrative and general overhead, including the costs of any credit facility for the Notes, the costs of issuing the Notes, the costs of keeping accounts and making reports required by this Commercial Paper Resolution prior to completion of such Project, amounts, if any, required by this Commercial Paper Resolution to be paid into any Fund or Account established under this Commercial Paper Resolution upon the issuance of the Notes, payments when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of the

Town (other than the Notes) incurred for such Project, costs of machinery, equipment and supplies, and such other expenses as may be necessary for, or incidental to, the completion of the Project or incurred by the Town in connection with the issuance of the Notes.

“Dealer” shall mean Citigroup Global Markets Inc., as dealer under the Dealer Agreement between it and the Town, and any successor thereto or substitute therefore.

“Dealer Agreement” shall mean the Dealer Agreement between the Town and the Dealer, authorized pursuant to Section 4.2 hereof, as amended from time to time, and any successor or substitute dealer agreement entered into by the Town with respect to the Notes or any portion thereof.

“Direct Payments” means any direct payments, grants or other subsidies received from the federal government or the State of Florida relative to debt service on bonds or the Notes.

“Drawing” shall mean a drawing under the Letter of Credit.

“DTC” shall have the meaning provided in Section 3.4 hereof.

“Fitch” shall mean Fitch, Inc. or any successor or assignee, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a Nationally Recognized Statistical Rating Organization, the term “Fitch” shall mean any other Nationally Recognized Statistical Rating Organization designated by the Town then maintaining a rating on the Town’s bonds or notes.

“Interest Portion” shall have the meaning assigned to such term in the Letter of Credit.

“Issuing and Paying Agency Agreement” shall mean the Issuing and Paying Agency Agreement between the Town and the Issuing and Paying Agent, authorized pursuant to Section 4.1 hereof, as amended from time to time, and any successor or substitute issuing and paying agency agreement entered into by the Town with respect to the Notes or any portion thereof.

“Issuing and Paying Agent” shall mean U.S. Bank National Association acting in such capacity pursuant to the Issuing and Paying Agency Agreement, and any successor thereto or substitute thereof.

“Letter of Credit” shall mean the Letter of Credit issued by the Bank pursuant to the Letter of Credit Reimbursement Agreement, including any amended Letter of Credit, and also including any substitute letter of credit issued pursuant to Section 6.5 hereof.

“Letter of Credit Reimbursement Agreement” shall mean the Letter of Credit Reimbursement Agreement between the Town and the Bank, authorized pursuant to Section 4.3 hereof, providing for the issuance of a Letter of Credit to secure the Notes as provided in Section 4.3 hereof, and, including any related fee letter, and also including any reimbursement agreement related to any substitute letter of credit issued pursuant to Section 6.5 hereof.

“Letter of Representation” shall mean each letter of representation among the Town, the Issuing and Paying Agent and the DTC with respect to the Notes.

“Maximum Debt Service” shall mean, at any time, the maximum amount required in the then current or any future fiscal year to pay (i) all Non-Self Supporting Debt, and (ii) the proposed indebtedness of the Town (A) which will be payable from Non-Ad Valorem Revenues, or (B) for which the Non-Ad Valorem Revenues will be pledged. In calculating Maximum Debt Service, interest payments on any bonds or notes which are eligible to receive Direct Payments shall be calculated net of expected receipt of such Direct Payments. In the event any bonds or notes are additionally secured by non-ad valorem special assessments, for purposes of calculating Maximum Debt Service, debt service payments shall be calculated net of the amount of such non-ad valorem special assessments collected during the prior fiscal year provided that at least 90% of the non-ad valorem special assessments imposed in the prior fiscal year are collected. In the case of bonds or notes bearing interest at a variable rate (“Variable Rate Bonds”), interest on such Variable Rate Bonds shall be assumed to be the greater of (A) one hundred ten percent (110%) of the average interest rate on such Variable Rate Bonds during the twenty-four months ending with the month preceding the date of calculation or such shorter period that such Variable Rate Bonds shall have been outstanding, and (B) the actual rate of interest on such Variable Rate Bonds on the date of calculation; provided that if a series of Variable Rate Bonds had not been outstanding prior to the date of calculation, the amount set forth in clause (A) above shall be calculated as though said Variable Rate Bonds had been outstanding for the twenty-four month period by using (i) one hundred ten percent (110%) of the average of the Securities Industry and Financial Markets Association (SIFMA) Municipal Swap Index for the twenty-four months ending with the month preceding the date of calculation, and (ii) if the Variable Rate Bonds are bonds the interest of which is includible in the gross income of the holders thereof for federal income tax purposes, the 1-month LIBOR interest rate.

“Moody’s” shall mean Moody’s Investors Service, Inc. or any successor or assign, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a Nationally Recognized Statistical Rating Organization, the term “Moody’s” shall mean any other Nationally Recognized Statistical Rating Organization designated by the Town then maintaining a rating on the Town’s Bonds or Notes.

“Non-Ad Valorem Revenues” shall mean legally available revenues of the Town derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the Town of debt service on the Notes, after the payment of the principal of and interest on any other obligations of the Town hereafter issued which have a prior pledge on any source of the Non-Ad Valorem Revenues, and Project Grant Moneys; provided, however, that for the purposes of the coverage and additional bonds tests set forth in Section 6.9 of this Resolution, “Non-Ad Valorem Revenues” shall mean all legally available revenues of the Town derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the Town of Non-Self-Supporting Debt, excluding Project Grant Moneys, non-ad valorem special assessments which are exclusively pledged to the payment of Special Assessment Obligations and Direct Payments. The foregoing notwithstanding in the event any bonds or notes are additionally secured by non-ad valorem special assessments and if debt service on such bonds or notes is not permitted to be directly offset pursuant to Section 6.9 hereof by the amount of non-ad valorem special

assessments collected during the prior fiscal year, the Town may treat such non-ad valorem special assessments as “Non-Ad Valorem Revenues” for purposes of the coverage and additional bonds tests set forth in Section 6.9 of this Resolution.

“Non-Self-Supporting Debt” shall mean debt service on debt obligations of the Town other than debt obligations relating to an enterprise fund or general obligation bonds of the Town or Special Assessment Obligations. In the event any bonds or notes are additionally secured by non-ad valorem special assessments, debt service shall be calculated net of the amount of non-ad valorem special assessments collected during the prior fiscal year provided that at least 90% of the non-ad valorem special assessments imposed in the prior fiscal year are collected. Additionally, interest payments on Non-Self Supporting Debt shall be calculated net of expected receipt of Direct Payments.

“Note Payment Date” shall mean each date on which interest or principal or both shall be due and payable on any Note according to its terms.

“Noteholder” shall mean, as of any time, the registered owner of any Notes as shown in the register kept by the Issuing and Paying Agent as provided in Section 2.7 hereof.

“Notes” shall mean each of the Town’s Public Improvement Commercial Paper Revenue Notes, Series 2017 and the Bank Note.

“Notes Payment Account” shall mean Account of that name established pursuant to Section 3.1(a) hereof.

“Notes Project Account” shall mean Account of that name established pursuant to Section 3.1(a) hereof.

“Offering Memorandum” shall mean each Offering Memorandum which provides information relating to the Town, the issuance of the Notes and their terms.

“Ordinance” shall mean Article II of Chapter 90 of the Town’s Code of Ordinances, as amended

“Outstanding,” when used to modify Notes, shall refer to Notes issued hereunder, excluding: (i) Notes that have been paid and (ii) Notes that have become due and for the payment of principal of and interest on which moneys have been duly provided to the Issuing and Paying Agent.

“Pledged Revenues” shall mean (i) Town Moneys, (ii) any proceeds of Notes originally deposited with the Town and all moneys deposited and held from time to time by the Town in the funds and accounts established under this Resolution in each case until applied in accordance with this Resolution, (iii) investment income received by the Town in the funds and accounts established under this Resolution, and (iv) any other moneys received by the Issuing and Paying Agent in connection with repayment of the Notes. Pledged Revenues shall additionally include non-ad valorem special assessments to the extent pledged to such Notes imposed or to be imposed by the Town under the Ordinance pursuant to subsequent proceedings of the Town Council.

“Principal Portion” shall have the meaning assigned to such term in the Letter of Credit.

“Project” shall mean, collectively, the acquisition, construction and equipping of the initial phase of the Underground Utility Project, including without limitation, electric, telephone, and cable service, together with costs incidental thereto, including reimbursement to the Town for prior expenditures made with respect to the Project.

“Project Grant Moneys” shall include any Federal, State, county or other grant moneys relating to the Project that are legally available to pay principal and/or interest on the Notes, but shall not include Direct Payments.

“Rating Agency” shall mean any two or more of the following, as designated by the Town: Fitch, Moody’s, S&P, or any other Nationally Recognized Statistical Rating Organization then maintaining a rating on any of the Town’s bonds or the Notes.

“Related Agreements” shall have the meaning set forth in Section 5.2 hereof.

“S&P” shall mean Standard & Poor’s Rating Services, a division of McGraw Hill Companies, and any successor or assign, except that if such division shall be dissolved or liquidated or shall no longer perform the functions of a Nationally Recognized Statistical Rating Organization, the term “S&P” shall mean any other Nationally Recognized Statistical Rating Organization designated by the Town then maintaining a rating on the Town’s Bonds or Notes.

“Series” shall mean each Series of the Notes.

“Special Assessment Obligations” shall mean indebtedness payable solely from and secured by non-ad valorem special assessments, but shall not include any indebtedness that is secured in whole or in part by the Town’s covenant to budget and appropriate from Non-Ad Valorem Revenues.

“Tax Certificate” shall mean the Tax Certificate of the Town provided in connection with the initial issuance of the Notes.

“Term Amortization” shall have the meaning assigned to such term in the Letter of Credit Reimbursement Agreement.

“Town” shall mean the Town of Palm Beach, Florida, a municipal corporation in the County of Palm Beach, State of Florida, and its successors and assigns.

“Town Moneys” shall mean the moneys budgeted and appropriated by the Town and set aside to pay the Notes from Non-Ad Valorem Revenues pursuant to the Town’s covenant to budget and appropriate Non-Ad Valorem Revenues contained in Section 6.8 of this Resolution.

ARTICLE II THE BORROWING

SECTION 2.1 Authorization of Notes. For the purpose of financing all or any portion of the estimated cost of the Project, the Town is hereby authorized to borrow money from time to time pursuant to the Act and to issue one or more series of Notes of the Town in the aggregate principal amount of up to \$22,650,000 outstanding at any one time and bearing interest at not to exceed twelve percent (12%) per annum for 270 days and on such terms and conditions as provided herein.

SECTION 2.2 Terms, Form and Execution of Notes. The Notes shall be dated the date of actual issuance thereof and shall be in substantially the form attached as Exhibit A hereto, with such appropriate variations, omissions and insertions as are permitted or required hereby and by the Act; provided, however, that so long as the Notes are issued in book-entry form, as further described in Section 3.4, there shall be a single Master Note for each Series in the form of Exhibit A to the Issuing and Paying Agency Agreement. The form or forms of the Notes, in substantially the form of Exhibit A hereto and Exhibit A to the Issuing and Paying Agency Agreement herein authorized, are hereby approved with such changes as may be deemed necessary or desirable by any Authorized Officer, the definitive form of each Note to be evidenced conclusively by the execution thereof by an Authorized Officer as provided herein. The Town, the Issuing and Paying Agent and the Dealer may treat the registered owner thereof (or, if the Notes are not issued in book-entry form and are registered to bearer, the bearer thereof) as the absolute owner of any Note for the purpose of receiving payment thereof and for all other purposes, and none of the Town, the Issuing and Paying Agent or the Dealer shall be affected by any notice or knowledge to the contrary. The Notes shall be numbered serially from R-1 upwards in order of their issuance. The Notes shall be in denominations of integral multiples of \$1,000 with a minimum denomination of \$100,000. Each Note shall mature on a Business Day not later than the earlier of (i) 270 days from its date of issuance and (ii) five (5) days prior to the Termination Date of the Letter of Credit. The Town shall maintain or cause to be maintained the records necessary to comply with the provisions of this Section 2.2 relating to the maturity of Notes. The principal amount, date of issuance, maturity date and rate of interest (calculated on the basis of the actual number of days elapsed and a 365 day year) of each Note shall be specified in instructions delivered to the Issuing and Paying Agent pursuant to Section 2.4 hereof. The Notes shall not be subject to redemption by the Town prior to maturity. Each Authorized Officer, acting singly, is authorized to execute the Notes and to affix the seal of the Town thereto, in each case by either manual or facsimile means, and to do any and all other acts necessary to execute the Notes. In case any Authorized Representative whose signature shall appear on any Note shall cease to be an Authorized Representative before the issuance of such Note, such signature shall nevertheless be valid and sufficient for all purposes, and such Note may be authenticated and issued the same as if such Authorized Representative has remained an Authorized Representative until such issuance. Except as otherwise provided in the Letter of Credit Reimbursement Agreement with respect to the Bank Note, principal of and interest on the Notes are payable both as to principal and interest at maturity in immediately available funds, at the corporate trust office of the Issuing and Paying Agent, to the registered owner thereof (or, if the Notes are not issued in book-entry form and are registered to bearer, the bearer thereof). Each Authorized Officer, acting singly, is authorized to approve the specific terms of the Notes, including without limitation the aggregate principal amount, which shall not exceed \$22,650,000 at any one time outstanding; provided, that the Authorized Officer may delegate to any financial officer the authority to set the terms of individual Notes as issued from time to time.

SECTION 2.3 Delivery of Notes to Issuing and Paying Agent. In the event that any Notes shall not be issued in book-entry form, from time to time as may be required in connection with the issuance of the Notes authorized hereby, the Town shall deliver to the Issuing and Paying Agent for safekeeping, completion, authentication and delivery in accordance with the provisions hereof and the Issuing and Paying Agency Agreement, Notes executed on behalf of the Town, with the date of issuance, principal amount, maturity date, owner and rate of interest left blank. Each such Notes shall be held in safekeeping by the Issuing and Paying Agent until authenticated and issued in accordance with the provisions of Section 2.4 hereof and the Issuing and Paying Agency Agreement.

SECTION 2.4 Issuance and Sale of Notes; Maturities and Interest Rate. Subject to the terms of Section 2.1 hereof, the Town may issue and sell Notes pursuant to the Dealer Agreement and the Issuing and Paying Agency Agreement at such times, in such amounts, with such maturities, at such rates of interest and upon such other terms and conditions as shall be fixed by an Authorized Representative; and the Town hereby finds and determines that such manner of sale is in the best interests of the Town.

(a) The delivery to the Issuing and Paying Agent of instructions pursuant to Sections 1(d) and 1(e) of the Issuing and Paying Agency Agreement to complete, authenticate and issue the Notes shall constitute a certification by the Town as of the date of said instructions to the following effects:

(i) the representations and warranties of the Town contained herein and in the Letter of Credit Reimbursement Agreement, the Issuing and Paying Agency Agreement and the Dealer Agreement are true and correct in all material respects, and all covenants contained herein and therein have been duly performed and observed to the extent that such covenants require performance and observance on or before the date of such certification;

(ii) no default under the Letter of Credit Reimbursement Agreement has occurred;

(iii) the certifications and statements contained in the Town's Tax Certificate hereto are true, correct and complete;

(iv) after giving effect to the issuance of such Notes and to the payment of all Notes, if any, maturing on or before the date of issuance, (a) the aggregate Outstanding principal amount of the Notes shall not exceed the Principal Portion of the Stated Amount under the Letter of Credit; and (b) the aggregate amount of interest payable upon the maturity of the Outstanding Notes shall not exceed the Interest Portion of the Stated Amount under the Letter of Credit;

(v) the total principal amount of Notes Outstanding, after giving effect to the issuance of such Notes and the payment of any Notes being repaid on the date of issuance thereof, will not exceed \$22,650,000 outstanding at any one time bearing interest at not to exceed twelve percent (12%) per annum;

(vi) the Notes are being issued pursuant to this Commercial Paper Resolution, and this Commercial Paper Resolution has not been rescinded or amended in any respect that could affect the issuance of the Notes;

(vii) no litigation is pending or, the knowledge of the Town, threatened affecting or which could reasonably be expected to affect, the validity of the Notes, the enforceability of the Related Agreements or the ability of the Town to perform its obligations under this Resolution and the Related Agreements;

(viii) the Town has delivered an opinion of Bond Counsel opining favorably on the exemption of interest on the Notes from gross income for the purposes of federal income taxation; and

(ix) all other actions required to be performed by the Town with respect to such Notes have been duly performed.

In confirmation of the foregoing, the Town agrees to cause an Authorized Representative to execute and deliver a certificate in substantially the form attached hereto as Exhibit C. Such certificate shall be mailed to the Issuing and Paying Agent, the Dealer, and the Bank on each day such instructions are given to the Issuing and Paying Agent pursuant to the Issuing and Paying Agency Agreement to issue Notes.

(b) An Authorized Representative of the Town is hereby authorized to prepare, make public, execute and distribute such disclosure documents as may be deemed necessary or appropriate in connection with the sale of the Notes in such form as such Authorized Representative deems appropriate and as contemplated by the Dealer Agreement.

(c) For purposes of paragraphs (a) and (b) of this Section 2.4 and for the purposes of Section 2.5 and 3.3 hereof, the term “Authorized Representative” shall include such additional Town personnel as are identified in a certificate executed by the Town Manager and Finance Director of the Town (or any person serving in an “Interim” or “Acting” capacity by designation of the Town Counsel).

(d) [Reserved]

SECTION 2.5 Application of Proceeds. The Town shall apply proceeds of the Notes to purposes specified in Section 2.1 hereof pursuant to instructions delivered by an Authorized Representative pursuant to Section 3.3. Proceeds of Notes issued to refund Notes that are issued prior to the maturity of such refunded Notes (*i.e.*, a rollover) shall be held in the Notes Payment Account prior to their transfer to reimburse the Bank for Drawings under the Letter of Credit made to pay the refunded Notes at maturity.

SECTION 2.6 Custody of Canceled Notes. All Notes shall upon the payment of the principal thereof and interest thereon be canceled by the Issuing and Paying Agent and disposed of by the Issuing and Paying Agent as directed by the Town.

SECTION 2.7 Transfer and Exchange of Notes.

(a) Each Note shall be transferable only upon the books of the Town, which shall be kept for that purpose at the principal corporate trust office of the Issuing and Paying Agent, by the owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Issuing and Paying Agent duly executed by such owner or his duly authorized attorney. Upon such transfer, the Issuing and Paying Agent shall issue in the name of the transferee (or, if applicable, to bearer) a new Notes or Notes, aggregate principal amount, maturity and rate of interest as the surrendered Note.

(b) The Town, the Bank and the Issuing and Paying Agent may deem and treat the person in whose name any Note shall be registered upon the books of the Town as an absolute owner thereof, whether such Note shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Note and for all other purposes. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid; and none of the Town, the Bank or the Issuing and Paying Agent shall be affected by any notice to the contrary. To the extent permitted by law, the Town agrees to indemnify and save the Bank and the Issuing and Paying Agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence under this Commercial Paper Resolution, in so treating any such registered owner.

SECTION 2.8 Regulations with Respect to Transfers and Exchanges. In all cases in which the privilege of exchanging or transferring Notes is exercised, the Town shall execute and the Issuing and Paying Agent shall authenticate and deliver Notes in accordance with the provisions of this Commercial Paper Resolution. All Notes surrendered in any such exchanges or transfers shall forthwith be canceled by the Issuing and Paying Agent. For every such exchange or transfer of Notes whether temporary or definitive, the Town or the Issuing and Paying Agent may, as a condition precedent to the privilege of making such exchange or transfer, make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer.

SECTION 2.9 Mutilated, Lost, Stolen or Destroyed Notes.

(a) In the event any Note is mutilated, lost, stolen or destroyed, the Town may execute and, upon its request, the Issuing and Paying Agent shall authenticate and deliver, a new Note of like maturity, interest rate and principal amount as the mutilated, destroyed, lost or stolen Note, in exchange for the mutilated Note or in substitution for the Note so destroyed, lost or stolen. In every case of exchange or substitution, the applicant shall furnish to the Town and to the Issuing and Paying Agent (i) such security as may be required by either or both of them to save each of them harmless from all risks, however remote, and (ii) evidence to their satisfaction of the mutilation, destruction, loss or theft of the applicant's Note and/or the ownership thereof. Upon the issuance of any Note upon such exchange or substitution, the Town may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees, of the Town or the Issuing and Paying Agent. In case any Note that has matured or is about to mature shall become mutilated or be destroyed, lost or stolen the Town may, instead of issuing a Note in exchange or substitution therefor, pay or authorize the payment of the same (without surrender thereof except in the case of

a mutilated Note) if the applicant for such payment shall furnish to the Town and to the Issuing and Paying Agent such security or indemnity as they may require to save them harmless and evidence satisfactory to the Town and the Issuing and Paying Agent of the mutilation, destruction, loss or theft of such Note and of the ownership thereof.

(b) All Notes shall be held and owned upon the express condition that the provisions of this Section 2.9 are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Notes and shall preclude all other rights or remedies notwithstanding any law or statute existing or hereinafter enacted to the contrary.

SECTION 2.10 Authentication. No Note shall be valid for any purpose nor shall it be entitled to any right or benefit hereunder unless there shall be endorsed on such Note a certificate of authentication substantially in the form set forth in Exhibit A hereto or in Exhibit A to the Issuing and Paying Agency Agreement duly executed by the Issuing and Paying Agent. Such executed certificate of authentication by the Issuing and Paying Agent upon any such Note shall be conclusive evidence that such Note has been authenticated and delivered under this Commercial Paper Resolution. The Issuing and Paying Agent's certificate of authentication on any Note shall be deemed to have been executed by it if signed by an authorized signatory of the Issuing and Paying Agent, but it shall not be necessary that the same person sign the certificate of authentication on all of the Notes issued hereunder.

ARTICLE III APPLICATION OF PROCEEDS

SECTION 3.1 Establishment of Accounts.

(a) There are hereby established the following accounts:

- (i) Notes Project Account; and
- (ii) Notes Payment Account.

(b) Compliance with Section 148 of the Code.

(i) Tax Certificate. The Town shall deliver a Tax Certificate in connection with the issuance of the Notes in such form as may be reasonably required by Bond Counsel. In order to meet the requirements of the Code and comply with its covenant set forth in Section 6.2 hereof, the Town hereby covenants and agrees to comply with the provisions of such Tax Certificate including without limitation, the calculation of and payment to the United States Government of arbitrage rebate and/or yield reduction payments. Notwithstanding the first sentence of this Subsection 3.1(b)(i), the Town agrees that the requirements of this Section 3.1(b) and the aforesaid Tax Certificate are subject to, and shall be interpreted in accordance with, section 148(f) of the Code and the regulations applicable thereto and the Tax Certificate may and shall be amended if, in the opinion of Bond Counsel, amendment of the Tax Certificate is necessary in order to maintain the exclusion of interest on the Notes from the income of the Noteholders for federal tax purposes.

(ii) Records. The Town shall keep such records as will enable them to fulfill their respective responsibilities under this Section 3.1(b) and section 148(f) of the Code, and the Town shall engage, at the Town's expense, a firm of accountants or other professionals with appropriate expertise in the area for which they have been retained as may be necessary in connection with such responsibilities.

(iii) Section 3.1(b) to Survive Defeasance. This Section 3.1(b) and Section 6.2, and the provisions of the Tax Certificate, as amended from time to time, shall survive the defeasance of this Commercial Paper Resolution and of the Notes.

(iv) Term of the Commercial Paper Program. For federal tax purposes, the term of the of the commercial paper program for the Notes initially issued pursuant to this Resolution (including Notes subsequently issued to refund Notes) shall be the lesser of (a) ten (10) years, (b) one hundred twenty percent (120%) of the weighted average expected economic life of the property financed by the Notes, or (c) a shorter term designated by the Town in the Tax Certificate. The term of the program for Notes issued subsequent to the Notes initially issued pursuant to this Resolution to finance additional aspects of the Project shall be set forth in the Tax Certificate delivered with respect to such Notes.

SECTION 3.2 [Reserved]

SECTION 3.3 Deposits to Accounts: Application of Proceeds.

The proceeds of sale of the Notes transmitted by the Issuing and Paying Agent shall be deposited to various Accounts as may be directed from time to time by a certificate of an Authorized Representative, as follows:

- (i) to fund the Notes Project Account; and
- (ii) to fund the Notes Payment Account.

Amounts deposited as provided above in the Notes Project Account shall be disbursed to pay the Cost of Project. Amounts deposited as provided above in the Notes Payment Account shall be transmitted to the Issuing and Paying Agent as necessary to reimburse the Bank for each Drawing (and, if the Town shall so designate, Term Amortization) under the Letter of Credit to pay maturing Notes.

SECTION 3.4 Non-Certificated Form.

(a) The Town hereby determines that (subject to Section 3.4(b) hereof) the Notes shall be issued exclusively in "book-entry" form. The initial owner of the Notes shall be Cede & Co. ("Cede"), on behalf of The Depository Trust Company ("DTC"), which shall hold one immobilized certificate representing the Notes. With respect to the Notes so registered in the name of Cede, the Town and the Issuing and Paying Agent shall have no obligation or responsibility to any DTC direct participant or indirect participant or beneficial owner of the Notes. Without limiting the immediately preceding sentence, the Town, and the Issuing and Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede

or any DTC direct participant or indirect participant with respect to any beneficial ownership interest in the Notes, (ii) the delivery to any DTC direct participant or indirect participant, beneficial owner or any other person, other than DTC, of any notice with respect to the Notes, or (iii) the payment of any DTC direct participant or indirect participant, beneficial owner or any other person other than DTC, of any amount with respect to the principal of or interest on the Notes. The Town and the Issuing and Paying Agent may treat DTC as, and deem DTC to be, the absolute owner of the Notes for all purposes, including without limitation, (x) payment of the principal of and interest on the Notes, (y) giving notice with respect to such Notes, and (z) registering transfers with respect to such Notes, and for all other purposes whatsoever. The Issuing and Paying Agent shall pay all principal of and interest on the Notes only to or upon the order of DTC, and all such payments shall be valid and effective to fully satisfy and discharge the Town's obligations with respect to such principal and interest to the extent of the sum or sums so paid. No person other than DTC shall receive a Note evidencing the obligation of the Town to make payments of principal and interest thereon pursuant to this Commercial Paper Resolution. Upon delivery by DTC to the Issuing and Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions hereof, the word "Cede" in this Commercial Paper Resolution shall refer to such new nominee of DTC. All transfers of Notes shall be effected as set forth in Section 2.7 of this Commercial Paper Resolution; provided that the Town acknowledges and agrees that DTC shall establish procedures with its participants for recording and transferring the ownership of beneficial interests in the Notes. The Town and the Issuing and Paying Agent may enter into a letter of representation and other documentation necessary or desirable to effectuate the issuance of the Notes in book-entry form.

(b) (i) DTC may determine to discontinue providing its services with respect to the Notes at any time by giving written notice to the Town and discharging its responsibilities with respect thereto under applicable law.

(ii) The Town, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Notes if the Town determines, and shall terminate the services of DTC with respect to the Notes upon receipt by the Town and the Issuing and Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC direct participants or indirect participants having interests, as shown in the records of DTC, in an aggregate amount of not less than fifty percent (50%) of the aggregate principal amount of the then Outstanding Notes, that: (I) DTC is unable to discharge its responsibilities with respect to the Notes; or (II) a continuation of the requirement that all of the Outstanding Notes be registered in the registration books kept by the Issuing and Paying Agent in the name of Cede, as nominee of DTC, is not in the best interest of the beneficial owners of the Notes.

(iii) Upon the termination of the services of DTC with respect to the Notes pursuant to Section 3.4(b)(ii)(II) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Notes pursuant to Section 3.4(b)(i) or 3.4(b)(ii)(I) hereof after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found which, in the opinion of the Town, is willing and able to undertake such functions upon reasonable and customary terms, the Notes shall no longer be restricted to being registered in the registration books kept by the Issuing and Paying

Agent in the name of Cede, as nominee of DTC, but may be registered in whatever names Noteholders transferring or exchanging Notes shall designate, in accordance with the provisions of Section 2.7 of this Commercial Paper Resolution.

(iv) Without limitation of Section 7.1 hereof, the Town may hereafter amend this Commercial Paper Resolution without notice to or consent of the owners of any of the Notes in order to (x) effect the certification of Notes pursuant to this Section 3.4, (y) substitute another securities depository for DTC pursuant to this Section 3.4 or (z) prevent the reduction or withdrawal of the rating of the Notes from a Rating Agency then maintaining a rating on the Notes.

(c) Notwithstanding any other provision of this Commercial Paper Resolution to the contrary, so long as any Note is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal of and interest on, and all notices with respect to such Notes, shall be made and given, respectively, to DTC as provided in the Representation Letter of the Town and the Issuing and Paying Agent addressed to DTC, the form of which is annexed to the Issuing and Paying Agency Agreement as Exhibit D thereto, with respect to the Notes.

ARTICLE IV RELATED AGREEMENTS AND DOCUMENTS

SECTION 4.1 Issuing and Paying Agency Agreement. The Town hereby appoints U.S. Bank National Association (“U.S. Bank”) as Issuing and Paying Agent and approves the terms of the Issuing and Paying Agency Agreement with said U.S. Bank in substantially the form attached hereto as Exhibit D and hereby authorizes and directs that the same be executed and delivered by an Authorized Officer, acting singly, in substantially such form with such changes therein as such officer may approve, his or her execution thereof to constitute conclusive evidence of such approval and the approval of the Town. The Town may remove the Issuing and Paying Agent and the Issuing and Paying Agent may resign and be discharged of the duties and obligations created by this Commercial Paper Resolution as provided in the Issuing and Paying Agency Agreement; provided, that as provided in the Issuing and Paying Agency Agreement, no such removal, resignation or discharge shall be effective until a successor issuing and paying agent shall have been appointed and accepted such appointment. An Authorized Officer shall designate on behalf of the Town a successor, if the Issuing and Paying Agent is removed, resigns or otherwise becomes ineligible. The Town shall give written notice of any removal, resignation, ineligibility or appointment of the issuing and Paying Agent to the Bank and the Dealer.

SECTION 4.2 Dealer Agreement. The Town hereby appoints Citigroup Global Markets Inc. as Dealer and approves the terms of the Dealer Agreement with Citigroup Global Markets Inc. in substantially the form attached hereto as Exhibit E, and hereby authorizes and directs that the same be executed and delivered by an Authorized Officer, acting singly, in substantially such form with such changes therein as such officer may approve, his or her execution thereof to constitute conclusive evidence of such approval and the approval of such changes by the Town. The Town may remove the Dealer and the Dealer may resign and be discharged of the duties and obligations created by this Commercial Paper Resolution as provided in the Dealer Agreement; provided, that no such removal, resignation or discharge shall be effective until a successor dealer shall have been appointed and accepted such appointment. An Authorized Officer shall designate on behalf of the

Town a successor, if the Dealer is removed, resigns or otherwise becomes ineligible. The Town shall give written notice of any removal, resignation, ineligibility or appointment of the Dealer to the Bank and Issuing and Paying Agent.

SECTION 4.3 Letter of Credit Reimbursement Agreement.

(a) For purposes of providing funds for the payment of the principal of and interest on the Notes when due, the Town shall cause to be delivered to the Issuing and Paying Agent the Letter of Credit of the Bank in the initial Stated Amount of \$24,660,575.34, which Stated Amount includes \$22,650,000 available to pay the Principal Portion of Drawings under the Letter of Credit and \$2,010,575.34 (equal to interest on the Notes for 270 days at an interest rate equal to twelve percent (12%) per annum) available to pay the Interest Portion of Drawings under the Letter of Credit. The Stated Amount of the Letter of Credit may be reduced and reinstated from time to time at the request of the Town pursuant to the terms of the Letter of Credit and the Letter of Credit Reimbursement Agreement. At no time shall the Stated Amount of the Letter of Credit exceed the Maximum Stated Amount, which is \$24,660,575.34.

(b) The Town hereby approves the terms of the Letter of Credit Reimbursement Agreement with the Bank (including the terms of the Bank Note attached thereto), in substantially the form attached hereto as Exhibit F, and hereby authorizes and directs that the same (including the Bank Note) be executed and delivered by an Authorized Officer, acting singly, in substantially such form with such changes therein as such officer may approve, his or her execution thereof to be conclusive evidence of such approval and the approval of the Town of such changes.

(c) On the maturity date of each Note, the Issuing and Paying Agent shall make a Drawing under the Letter of Credit (at such times required therein in order to have funds available on the maturity date) sufficient funds to pay the principal of and interest on such Note due on such date. If funds drawn under such Letter of Credit are insufficient to meet all the purposes for which such funds are to be drawn and applied on such date, such funds as are available shall be applied as follows:

(i) First, to the payment of interest on the Notes due on such date and, if the amount available shall not be sufficient to pay in full all such interest, then to the payment ratably, according to the amount of interest due on each Note, with any discrimination or preference; and

(ii) Second, to the payment of principal of the Notes due on such date and, if the amount available shall not be sufficient to pay in full all such principal, then to the payment thereof ratably, according to the amounts of principal due on each Note, without any discrimination or preference.

All funds drawn under the Letter of Credit shall be held at all times separate from funds of the Town in trust by the Issuing and Paying Agent in the Payment Account established pursuant to Section 2(c) of the Issuing and Paying Agency Agreement for the benefit of the registered owners of the applicable Series of the Notes secured thereby, to be applied solely in accordance with the purposes for which such amounts are drawn as provided above. All such

funds shall be held uninvested, as provided in Section 2(c) of the Issuing and Paying Agency Agreement.

(d) All amounts drawn under the Letter of Credit shall be reimbursed to the Bank by the Town in accordance with Section 2.04 of the Letter of Credit Reimbursement Agreement. To the extent the Town fails to reimburse the Bank the amount of any Drawing on the date of such Drawing, the Town shall pay to the Bank the amount of such Drawing with interest thereon in the manner and at the times provided in the Bank Note issued pursuant to the Letter of Credit Reimbursement Agreement.

(e) Provisions for reinstatement of certain amounts drawn under the Letter of Credit is made in the Letter of Credit under the terms and conditions set forth therein.

SECTION 4.4 Letters of Representations. The Town hereby appoints DTC as securities depository for the Notes and ratifies and approves the execution of the Letter of Representations for the Notes.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF THE TOWN

The Town represents, warrants and agrees as follows:

SECTION 5.1 Existence. The Town is a municipal corporation of the State of Florida.

SECTION 5.2 Authority. The Town has full legal right, power and authority (i) to adopt this Commercial Paper Resolution, (ii) to enter into the Issuing and Paying Agency Agreement, the Dealer Agreement, the Letter of Credit Reimbursement Agreement and the Tax Certificate (such Agreements being hereinafter collectively referred to as the “Related Agreements”), (iii) to sell, issue and deliver the Notes as provided herein, and (iv) to carry out and consummate all other transactions contemplated by this Commercial Paper Resolution and the Related Agreements.

SECTION 5.3 Due Authorization and Approval. By all necessary official action prior to or concurrently herewith, the Town has duly authorized and approved the execution and delivery of, and the performance by the Town of its obligations arising from, the Notes, this Commercial Paper Resolution and the Related Agreements and the consummation by it of all other transactions contemplated by this Commercial Paper Resolution and the Related Agreements in connection with the issuance of the Notes, and such authorizations and approvals are in full force and effect and have not been amended, modified or supplemented in any material respect.

SECTION 5.4 No Litigation. There is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by and court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of Town, threatened against the Town affecting the corporate existence of the Town or the titles of its Authorized Representatives to their respective offices or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Notes or contesting or affecting the powers of the Town with respect to or the validity or enforceability of, or any authority for, the issuance and sale of the Notes, the adoption of this Commercial Paper Resolution or the execution and delivery by the Town of the Related Agreements.

ARTICLE VI COVENANTS OF THE TOWN

SECTION 6.1 Amount of Notes Outstanding. The Town covenants that at no time will it have Notes Outstanding such that (a) the aggregate principal amount of such Notes Outstanding exceeds the Principal Portion of the Stated Amount under the Letter of Credit or (b) the aggregate interest payable on such Notes exceeds the Interest Portion of the Stated Amount under the Letter of Credit.

SECTION 6.2 Exemption of Notes from Taxation. The Town covenants to comply fully with all requirements of the Code, including without limitation the payment of required rebates or yield reduction payments to the United States, to ensure that the Notes will meet the requirements of the Code so that interest on the Notes will be excluded from gross income for federal income tax purposes and to refrain from taking any action that will cause interest on the Notes to become includable in gross income for federal income tax purposes. In furtherance of the foregoing, the Town covenants that it will comply with the requirements of the Tax Certificate delivered in connection with the issuance of Notes.

SECTION 6.3 [Reserved]

SECTION 6.4 Use of Note Proceeds: Restrictions on Amendments. The Town covenants that none of the proceeds of the Notes will be used for any purpose other than as provided in this Commercial Paper Resolution and that the Town shall not permit any amendment or supplement to this Commercial Paper Resolution, or any departure from the due performance of the obligations of the Town hereunder, which would materially adversely affect the rights of the holders from time to time of the Notes.

SECTION 6.5 Maintenance of Letter of Credit. The Town covenants that, as long as any Notes are Outstanding, it will not agree to or acquiesce in (i) any reduction of the Stated Amount under the Letter of Credit such that the Town is not in compliance with the covenant contained in Section 6.1 hereof or (ii) any termination of the Letter of Credit prior to the maturity of the Notes. Notwithstanding anything herein to the contrary, with no less than fifteen (15) days prior written notice to the Dealer, the Issuing and Paying Agent, the Noteholders and each of the Rating Agencies then maintaining a rating on the Notes, the Town may cause to be delivered to the Issuing and Paying Agent (a) an amended or substitute Letter of Credit issued by the Bank, or, (b) on the maturity date of any Note (or any tranche thereof), an Alternate Facility, as defined by the Letter of Credit Reimbursement Agreement, shall have a Stated Amount that is at least equal to the principal of all Notes then maturing, plus interest thereon at a rate of no less than twelve percent (12%) (calculated on the basis of a 365-day year) for a period of 270 days.

SECTION 6.6 Reaffirmation of Covenants. The Town covenants and agrees that, upon each sale, authentication and delivery of Notes, the covenants herein above set forth shall be deemed to have been reaffirmed by the Town, and shall have been fully complied with, on and as of the date thereof, as if made on such date.

SECTION 6.7 Notes Shall Be Revenue Obligations of the Town. The Notes are revenue obligations of the Town and are payable solely in the manner and to the extent set forth in this

Resolution. There are hereby pledged for the payment of the principal of, and premium if any, and interest on, the Notes in accordance with the terms and the provisions of the Resolution, the Pledged Revenues. The Notes shall not be or constitute general obligations of the Town within the meaning of the Constitution of the State of Florida but shall be payable solely from and secured by a lien upon and a pledge of the Pledged Revenues in the manner and to the extent provided in this Resolution. No Noteholder shall ever have the right to compel the exercise of the ad valorem taxing power of the Town or taxation in any form on any real or personal property to pay such Notes or the interest thereon, nor shall any Noteholder be entitled to payment of such principal or interest from any other funds of the Town other than as provided in this Resolution. Furthermore, no Noteholder shall ever have a lien on the Project financed with proceeds of the Notes.

SECTION 6.8 Covenant to Budget and Appropriate. For as long as the Notes are Outstanding, the Town hereby covenants to appropriate in its annual budget in each fiscal year, by amendment if necessary, Non-Ad Valorem Revenues in amounts sufficient to pay the principal of and interest on the Notes, as the same become due (whether by redemption, at maturity or otherwise), to restore any deficiency in or any other fund or account created and established hereunder for the Notes and to pay the fees and expenses of the Issuing and Paying Agent and the Bank and all other amounts which may become due and owing under the Letter of Credit Reimbursement Agreement, and any other expenses of the Town relating to the Notes.

To the extent that the Town is in compliance with the covenant contained above and Sections 6.9 of this Resolution, the obligations of the Town contained herein shall not be construed as a limitation on the ability of the Town to pledge or covenant with respect to the Non-Ad Valorem Revenues for other indebtedness or other legally permissible purposes.

SECTION 6.9 Non-Self-Supporting Debt Coverage/Additional Notes. The Town covenants that in each Fiscal Year of the Town, while the Notes are outstanding, the total Non-Self-Supporting Debt due for the Fiscal Year of the Town shall not exceed 50% of Non-Ad Valorem Revenues of the Town. In addition, the Town covenants and agrees that it will not issue any indebtedness or incur any indebtedness payable from or supported by a pledge of the Non-Ad Valorem Revenues unless the Town can show that following the issuance of or incurrence of such additional indebtedness, (i) the total amount of Non-Ad Valorem Revenues (based on the most recent Fiscal Year) will be greater than 2.00 times the Maximum Debt Service, and (ii) the total amount of Non-Ad Valorem Revenues in each Fiscal Year in which Notes are outstanding (based on reasonable projections of the Town) will be greater than 2.00 times the Non Self Supporting Debt in each such Fiscal Year. For purposes of the test described in the foregoing sentence Non-Ad Valorem Revenues shall not include Project Grant Moneys or non-ad valorem special assessments which are exclusively pledged to the payment of Special Assessment Obligations and Direct Payments. Debt service on Notes that are eligible for Direct Payments will be calculated net of expected Direct Payments. In the event any Notes are additionally secured by non-ad valorem special assessments, debt service shall be calculated net of the amount of such non-ad valorem special assessments collected during the prior fiscal year provided that at least 90% of the non-ad valorem special assessments imposed in the prior fiscal year are collected. The foregoing notwithstanding in the event any Notes are additionally secured by non-ad valorem special assessments and if debt service on such Notes is not permitted to be directly offset by the amount of non-ad valorem special assessments collected during the prior fiscal year as provided by the

immediately preceding sentence, the Town may treat such non-ad valorem special assessments as Non-Ad Valorem Revenues for purposes of the foregoing coverage and additional bonds test.

ARTICLE VII MISCELLANEOUS

SECTION 7.1 Amendments. This Commercial Paper Resolution may be amended from time to time by the Town, subject to the provisions of Sections 3.4(b)(iv) and 6.4 hereof and to any restrictions or consent requirements contained in any Related Agreement.

SECTION 7.2 Budget Amendment. The budget for current fiscal year is hereby amended to budget and appropriate moneys from the Underground Utility Project Fund to provide for the payment of up to 270 days interest on the Notes at the rate of twelve percent (12%) per annum, *i.e.*, \$2,010,575.34.

SECTION 7.3 Severability.

(a) If any provision of this Commercial Paper Resolution shall, for any reason, be held or shall, in fact, be inoperative or unenforceable in any particular case, such circumstance shall not render the provision in question inoperative or unenforceable in any other case or circumstance or render any other provision herein contained inoperative or unenforceable.

(b) The invalidity of any one or more phrases, sentences, clauses, paragraphs or sections in this Commercial Paper Resolution shall not affect the remaining portion of this Commercial Paper Resolution or any part hereof.

SECTION 7.4 Remedies of Noteholders. Should the Town default in any of its obligations or covenants created by this Commercial Paper Resolution, the Noteholders may, in addition to any remedy set forth in this Commercial Paper Resolution, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State of Florida, or granted and contained in this Commercial Paper Resolution, and may enforce and compel the performance of all duties required by this Commercial Paper Resolution, or by any applicable statutes to be performed by the Town or by any officer thereof. Anything in this Commercial Paper Resolution to the contrary notwithstanding, Noteholders shall not have the right to accelerate the payment of principal of and interest on the Notes.

SECTION 7.5 Notices. All notice, certificates or other communications hereunder shall be in writing and shall be sufficiently given and shall be deemed given when either (a) actually delivered at said address or (b) in the case of a letter, three Business Days shall have elapsed after the same shall have been deposited in the United States mails, first-class postage prepaid and registered or certified.

The address to which notices, certificates and other communications hereunder shall be delivered are as follows:

The Town:	Town of Palm Beach, Florida
	360 South County Road

Palm Beach, Florida 33480
Attention: Jane Struder
Town Finance Director
Telephone: (561) 835-4724
Telecopy: (561) 838-5417

with a copy to:

Thomas G. Bradford, Town Manager
Telephone: (561) 838-5410
Telecopy: (561) 838-5411

The Issuing and
Paying Agent:

U.S. Bank National Association
100 Wall Street, Suite 1600
New York, NY 10005
Attention: Corporate Trust Administration
Telephone: (212) 951-6993
Telecopy: (212) 509-3384

The Dealer:

Citigroup Global Markets Inc.
388 Greenwich Street, 8th Floor
New York, NY 10013
Attention: Manager, Short-Term Finance Group
Telephone: (212) 723-5594
Telecopy: (212) 723-8939

A duplicate copy of each notice, certificate or other communication given hereunder to any of the aforesaid shall also be given to each of the others. Each of the aforesaid may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 7.6 Applicable Law. This Commercial Paper Resolution shall be governed exclusively by the applicable laws of The State of Florida.

SECTION 7.7 Notice to Rating Agency. If the Notes have received a rating from any Rating Agency, the Town shall provide each Rating Agency then maintaining a rating on the Notes with prompt written notice prior to or concurrent with the effective date of each event of (a) the appointment of a successor Issuing and Paying Agent, (b) any amendment or supplement to this Commercial Paper Resolution or any Related Agreement, (c) any renewal, expiration, amendment, termination or substitution of the Letter of Credit, (d) the permanent cessation of the issuance of Notes for any reason, including the termination of the commercial paper program established by this Commercial Paper Resolution, or (e) an amendment to the Letter of Credit.

SECTION 7.8 Effective Date. This Commercial Paper Resolution shall take effect immediately.

SECTION 7.9 Offering Memorandum Approved. The preparation and distribution by the Dealer of an offering memorandum (the “Offering Memorandum”) relating to the Notes are hereby authorized in substantially the form attached hereto as Exhibit B and containing such provisions as may be deemed necessary or desirable by the Dealer, the definitive form of the Offering Memorandum to be evidenced conclusively by a certificate signed by the Dealer. The Town hereby authorizes each Authorized Officer acting singly to assist the Dealer by providing information requested for the purpose of preparing the Offering Memorandum and such supplements or amendments to the Offering Memorandum as may be deemed necessary or desirable by the Dealer.

SECTION 7.10 Authorization of Officers. Each Authorized Officer, acting singly, is hereby authorized and directed to do all acts and things and to execute and deliver any and all documents, certificates and other instruments necessary or desirable to effectuate the transactions contemplated by this Commercial Paper Resolution, the Offering Memorandum, the Letter of Credit Reimbursement Agreement, the Dealer Agreement and the Issuing and Paying Agency Agreement.

PASSED AND ADOPTED in a regular session on this 12th day of July, 2017.

Gail L. Coniglio
Mayor

Richard M. Kleid
Town Council President

ATTEST:

Danielle H. Moore
Town Council President Pro Tem

Gwendolynn Peirce, CMC
Acting Town Clerk

Julie Araskog
Town Council Member

Bobbie Lindsay
Town Council Member

Margaret Zeidman
Town Council Member

EXHIBIT A

FORM OF NOTE

UNITED STATE OF AMERICA
STATE OF FLORIDA
TOWN OF PALM BEACH
PUBLIC IMPROVEMENT COMMERCIAL PAPER REVENUE NOTES,
SERIES 2017

No.

\$

The Town of Palm Beach, Florida (herein called the “Town”), a municipal corporation of the State of Florida, for value received, promises to pay, from Pledged Revenues hereinafter mentioned, to the Registered Owner or Bearer of this Note or registered assigns on the Date of Maturity the Principal Sum hereof, together with interest thereon calculated on the basis of the actual number of days and a 365/366 day year from the Date of Issue to the Date of Maturity at the Interest Rate Per Annum, both principal and interest being payable in immediately available funds at the corporate trust office of the Issuing and Paying Agent or its successor as follows:

Principal Sum:

Registered Owner/Bearer:

Interest Rate Per Annum:

Date of Issue:

Issuing and Paying Agent:

Date of Maturity:

This Note is one of an authorized issue of Notes of the Town designated as its Public Improvement Commercial Paper Revenue Notes, Series 2017 (herein called the “Notes”), in the aggregate principal amount of \$22,650,000 of like date, tenor, and effect, except as to number, date of maturity and interest rate, issued for the purpose of financing or refinancing a portion of the cost of the Project (as defined in the Resolution hereinafter referred to) under the authority of and in full compliance with the Constitution, the Town Charter, as amended and supplemented, and Statutes of the State of Florida, including particularly Chapter 166, Florida Statutes, as amended and supplemented and other applicable provisions of law, and a resolution duly adopted by the Town Council on July 12, 2017 (herein referred to as the “Resolution”), and is subject to all the terms and conditions of the Resolution.

This Note is a special obligation of the Town and is payable solely in the manner and to the extent set forth in the Resolution. There are hereby pledged for the payment of the principal and premium, if any, of, and interest on, the Note in accordance with the terms and the provisions of the Resolution, the Pledged Revenues (as defined below). This Note shall not be or constitute a general obligation of the Town within the meaning of the Constitution of the State of Florida but shall be payable solely from and secured by a lien upon and a pledge of the Pledged Revenues in the manner and to the extent provided in the Resolution. No Noteholder shall ever have the right to compel the exercise of the ad valorem taxing power of the Town or taxation in any form on any real or personal property to pay such Notes or the interest thereon, nor shall any Noteholder be entitled to payment of such principal or interest from any other funds of the Town other than as provided in the Resolution. Furthermore, no Noteholder shall ever have a lien on the Project.

Until the Notes are paid or deemed paid pursuant to the provisions of this Resolution, the Town hereby covenants to appropriate in its annual budget in each Fiscal Year, by amendment if necessary, Non-Ad Valorem Revenues in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Notes, as the same become due (whether by redemption, at maturity or otherwise).

“Pledged Revenues” means: (i) moneys budgeted and appropriated by the Town and set aside to pay the Notes from Non-Ad Valorem Revenues; (ii) any proceeds of Notes originally deposited with the Town and all moneys deposited and held from time to time by the Town in the funds and accounts established pursuant to the Resolution; (iii) investment income received by the Town in the funds and accounts established pursuant to the Resolution; and (iv) any other moneys received by the Paying Agent in connection with repayment of the Notes. “Pledged Revenues” shall additionally include non-ad valorem special assessments to the extent pledged to such Notes imposed or to be imposed by the Town pursuant to Article II of Chapter 90 of the Town’s Code of Ordinances pursuant to proceedings of the Town Council after the adoption of the Resolution to effect such pledge.

“Non-Ad Valorem Revenues” means legally available revenues of the Town derived from any source whatever other than ad valorem taxation on real and personal property, which are legally available for payment by the Town of debt service on the Notes and on any obligations of the Town to which Non-Ad Valorem Revenues are hereafter lawfully pledged, and Project Grant Moneys; provided however that for the purpose of the additional bond test described Section 6.9 the Resolution “Non-Ad Valorem Revenues” means all legally available revenues of the Town derived from any source whatever other than ad valorem taxation on real and personal property which are legally available for payment by the Town of Non-Self-Supporting Debt, excluding Project Grant Moneys, non-ad valorem special assessments which are exclusively pledged to the payment of Special Assessment Obligations and Direct Payments. The foregoing notwithstanding in the event any Notes are additionally secured by non-ad valorem special assessments and if debt service on such Notes is not permitted by said Section 6.9 be directly offset by the amount of non-ad valorem special assessments collected during the prior fiscal year, the Town may treat such non-ad valorem special assessments as Non-Ad Valorem Revenues for purposes of the coverage and additional bonds tests set forth in Section 6.9 the Resolution.

“Project Grant Moneys” shall include any Federal, State, county or other grant moneys relating to the Project that are legally available to pay principal and/or interest on the Notes, but shall not include Direct Payments.

This Note is transferable by the Registered Owner or, if registered to Bearer, the Bearer, in person or by its attorney duly authorized in writing, at the corporate trust office of the Issuing and Paying Agent upon surrender of this Note to the Issuing and Paying Agent for cancellation. Upon the transfer, a new Note of the same aggregate Principal Sum, Date of Maturity and Interest Rate Per Annum will be issued to the transferee at the same office. No transfer will be effective unless represented by such surrender and reissue. Transfers will be without expense to the Registered Owner or Bearer except for applicable taxes or other governmental charges, if any.

The Town and the Issuing and Paying Agent may treat the Registered Owner or, if registered to Bearer, the Bearer as the absolute owner of this Note for all purposes, notwithstanding any notice to the contrary.

This Note is not subject to redemption by the Town prior to maturity.

As additional security for the payment of principal of and interest on the Notes when due, the Town has caused to be delivered to the Issuing and Paying Agent a Letter of Credit (together with any extensions and renewals thereof, herein called the "Letter of Credit") of Citibank, N.A. (the "Bank"). The Letter of Credit expires on the earlier of _____, 20____, which date is subject to extension by the mutual agreement of the Town and the Bank, or the date on which the Letter of Credit is canceled by notice from the Town and the Issuing and Payment Agent to the Bank. The Letter of Credit is issued pursuant to the Letter of Credit Reimbursement Agreement dated as of _____, 2017 by and between the Town and the Bank (herein after called the "Letter of Credit Reimbursement Agreement")

The Resolution provides that the Issuing and Paying Agent shall draw under the Letter of Credit on each day principal of or interest on the Note is due the amounts necessary to pay the principal of and interest on the Note due on such date.

Certain provisions concerning the rights and duties of the Bank and the Town with respect to the Letter of Credit are contained in the Letter of Credit, the Letter of Credit Reimbursement Agreement and the Resolution, copies of which are on file with the Town.

It is hereby certified and recited that every requirement of law relating to the issue of this Note has been duly complied with and that this Note is within every applicable debt or other limit. This Note will not be valid until countersigned by the Issuing and Paying Agent.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Town of Palm Beach, Florida, has caused this Note to be signed by its Mayor, either manually or with her facsimile signature, and the seal of the Town Council of the Town of Palm Beach, Florida, to be affixed hereto or imprinted or reproduced hereon, and attested by the Clerk of the Town, either manually or with her facsimile signature, and this Note to be dated the Dated Date set forth above.

(SEAL)

TOWN OF PALM BEACH, FLORIDA

ATTEST:

By: _____
[Mayor]

Clerk of the Town of Palm Beach,
Florida

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Note is one of the Notes delivered pursuant to the within mentioned Resolution.

U.S. BANK NATIONAL ASSOCIATION, as
Issuing and Paying Agent

By: _____
Authorized Officer

EXHIBIT B

FORM OF OFFERING MEMORANDUM

BOOK-ENTRY ONLY

KUTAK ROCK LLP
DRAFT 06/29/17
RATINGS: Moody's: __
S&P: __
(See "RATINGS" herein)

In the opinion of Locke Lord LLP, Bond Counsel, based upon an analysis of existing law and assuming, among other matters, compliance with certain covenants, interest on the Notes is excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986. Interest on the Notes is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Bond Counsel is also of the opinion that the Notes and the interest thereon are exempt from taxation under the existing laws of the State of Florida, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined therein. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Notes. See "TAX MATTERS" herein, for a more detailed description.

TOWN OF PALM BEACH, FLORIDA

\$22,650,000

PUBLIC IMPROVEMENT COMMERCIAL PAPER REVENUE NOTES, SERIES 2017

The Town of Palm Beach, Florida (the "Town") is issuing its Public Improvement Commercial Paper Revenue Notes, Series 2017 (the "Notes") as fully registered notes initially registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Notes. The Notes will be available to purchasers in principal denominations of \$100,000 and integral multiples of \$1,000 above \$100,000 under the book-entry system maintained by DTC through brokers and dealers who are, or act through, DTC Participants. Purchasers will not receive physical delivery of the Notes. Beneficial Owners of Notes must maintain an account with a broker or dealer who is, or acts through, a DTC Participant in order to receive payment of the principal of and interest on such Notes. See "BOOK-ENTRY ONLY SYSTEM" herein.

The Notes are being issued by the Town pursuant to Resolution No. ____-2017, adopted on July __, 2017 (the "Resolution"). The Notes are being issued for the purpose of providing funds to (i) finance all or a portion of the cost of burying overhead utility lines located within the Town, including without limitation, electric, telephone and cable service, together with costs incidental thereto, including reimbursement to the Town for prior expenditures made with respect to the Project (the "Project"), (ii) pay all or a portion of the principal of and interest on previously issued Notes upon their maturity, (iii) reimburse the Bank for any drawings under the Letter of Credit (as defined herein), and (iv) finance a portion of the costs of issuance of the Notes. See "PURPOSE OF THE NOTES," "PLAN OF REFINANCING" and "ESTIMATED SOURCES AND USES OF PROCEEDS OF THE NOTES."

Pursuant to the terms of the Letter of Credit Reimbursement Agreement, dated as of July __, 2017 (the "**Reimbursement Agreement**"), by and between the Town and Citibank, N.A. (the "Bank"), the Bank will issue its irrevocable transferable direct pay letter of credit (the "Letter of Credit") to secure the payment of the Notes. U.S. Bank National Association, as issuing and paying agent, will make draws under the Letter of Credit to pay the principal of and interest on the Notes at maturity. The Letter of Credit expires on July __, 2020, unless extended or terminated sooner in accordance with its terms. See "THE LETTER OF CREDIT AND THE REIMBURSEMENT AGREEMENT" and "THE BANK."

The principal of and interest on the Notes are payable from and secured by (a) draws under the Letter of Credit, (b) proceeds of the Notes, and (c) a pledge of and a lien on the "Pledged Revenues," consisting primarily of "Non-Ad Valorem Revenues" budgeted and appropriated by the Town on an annual basis for the purpose of paying debt service on the Notes and the Bank Note (as defined herein). See "SECURITY FOR THE NOTES."

THE NOTES SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OF THE TOWN WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF FLORIDA BUT SHALL BE PAYABLE FROM AND SECURED BY (A) DRAWS UNDER THE LETTER OF CREDIT, (B) PROCEEDS OF THE NOTES, AND (C) A LIEN UPON AND A PLEDGE OF THE PLEDGED REVENUES (AS DEFINED HEREIN) IN THE MANNER AND TO THE EXTENT PROVIDED IN THE RESOLUTION. NO NOTEHOLDER SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE TOWN OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY TO PAY SUCH NOTES OR THE INTEREST THEREON, NOR SHALL ANY NOTEHOLDER BE ENTITLED TO PAYMENT OF SUCH PRINCIPAL OR INTEREST FROM ANY OTHER FUNDS OF THE TOWN OTHER THAN AS PROVIDED IN THE RESOLUTION. FURTHERMORE, NO NOTEHOLDER SHALL EVER HAVE A LIEN ON THE PROJECTS FINANCED OR REFINANCED WITH PROCEEDS OF THE NOTES.

This cover page contains information for quick reference only. It is not a summary of the issue. Investors must read the entire Offering Memorandum to obtain information essential to the making of an informed investment decision.

The date of this Offering Memorandum is [_____], 2017.

Citigroup

[PLEASE CONFIRM OR CORRECT ALL INFO ON THIS PAGE]

TOWN OF PALM BEACH, FLORIDA

360 South County Road

Palm Beach, FL 33480

(561) 838-5444

TOWN COUNCIL

GAIL CONIGLIOMayor

RICHARD M. KLEIDTown Council President

DANIELLE H. MOORE Town Council President Pro-Tem

BOBBIE LINDSAY Town Council Member

JULIE ARASKOG..... Town Council Member

MARGARET A. ZIEDMAN..... Town Council Member

Town Manager

THOMAS G. BRADFORD

Town Attorney

JOHN C. RANDOLPH

JONES, FOSTER, JOHNSTON & STUBBS, P.A.

Town Clerk

SUSAN A. OWENS, MPA, MMC

Town Director of Finance

JANE STRUDER

Financial Advisor

PUBLIC FINANCIAL MANAGEMENT, INC.

Bond Counsel

LOCKE LORD LLP

NO DEALER, BROKER, SALESMAN OR ANY OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE TOWN OF PALM BEACH, FLORIDA (THE "TOWN") OR THE DEALER SET FORTH ON THE COVER PAGE OF THIS OFFERING MEMORANDUM. THIS OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE HEREIN DESCRIBED NOTES, NOR MAY THERE BE ANY SALE OF THE NOTES BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFERING MEMORANDUM NOR ANY SALE MADE HEREUNDER WILL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE TOWN SINCE THE DATE HEREOF.

THE DEALER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFERING MEMORANDUM: *THE DEALER HAS REVIEWED THE INFORMATION IN THIS OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE DEALER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.*

THE NOTES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, NOR HAS THE RESOLUTION BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE TOWN AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER GOVERNMENTAL ENTITY OR AGENCY (OTHER THAN THE TOWN) WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFERING MEMORANDUM OR APPROVED OR RECOMMENDED THE NOTES FOR SALE. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THIS OFFERING MEMORANDUM IS BEING PROVIDED TO PROSPECTIVE PURCHASERS EITHER IN BOUND PRINTED FORM ("ORIGINAL BOUND FORMAT") OR IN ELECTRONIC FORMAT ON THE WEBSITE www.MuniOS.com. THIS OFFERING MEMORANDUM MAY BE RELIED UPON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT OR IF IT IS PRINTED IN FULL DIRECTLY FROM SUCH WEBSITE.

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OFFERING MEMORANDUM
TOWN OF PALM BEACH, FLORIDA
\$22,650,000
PUBLIC IMPROVEMENT COMMERCIAL PAPER REVENUE NOTES, SERIES 2017

THE COMMERCIAL PAPER NOTES

Authorization and Purpose

The purpose of this Offering Memorandum is to set forth certain information relating to the Town of Palm Beach, Florida (the “Town”) and the issuance by the Town of \$22,650,000_ principal amount of its Public Improvement Commercial Paper Revenue Notes, Series 2017 (the “Notes”). The Notes are being issued pursuant to the Florida Constitution; the Town Charter of the Town as amended and supplemented; Chapter 166, Florida Statutes, as amended and supplemented; and other applicable provisions of law (collectively, “Act”), and pursuant to Resolution No. _____ of the Town adopted on July __, 2017 (the “Resolution”).

Pursuant to the Resolution, the Town is authorized to issue and have outstanding, the Notes in an aggregate principal amount not to exceed \$22,650,000 (subject to certain conditions set forth in the Resolution). Such authorization will expire on _____, unless otherwise extended pursuant to the Resolution. The Notes will be issued, from time to time, by the Town pursuant to the Resolution and the Act.

The Notes may be issued, from time to time, pursuant to the Act and the Resolution to: (a) finance all or a portion of the cost of burying overhead utility lines located within the Town, including without limitation, electric, telephone and cable service, together with costs incidental thereto, including reimbursement to the Town for prior expenditures made with respect to the Project (the “**Project**”), (b) pay all or a portion of the principal of and interest on previously issued Notes upon their maturity, (c) reimburse the Bank for any drawings under the Letter of Credit (as defined herein), and (d) finance a portion of the costs of issuance of the Notes.

Description of the Notes

The Notes will be issued in denominations of \$100,000 or integral multiples of \$1,000 in excess thereof, and will be payable on such dates as the Dealer (as defined herein) determines at the time of sale of such Notes. The Notes will mature not less than seven (7) days and not more than 270 days after their respective dates of issuance, but, in no event later than five (5) days prior to the expiration date of the Letter of Credit. The Notes will be sold at a price of not less than 100% of the principal amount thereof and may bear interest at rates not in excess of [12%] per annum, payable at maturity, calculated on the basis of a 365/366-day year and actual days elapsed. The Notes will bear interest from the date of issuance. The Notes are not subject to redemption prior to maturity.

The Notes will be issued as fully registered notes and registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company (“**DTC**”), New York, New York. Beneficial ownership interests in the Notes will be available in book-entry-form only, and purchasers of the Notes will not receive certificates representing their interests in the Notes. While held in book-entry-only form, all payments of principal of and interest on the Notes will be made by wire transfer to DTC or its nominee as the sole registered owner of the Notes. Payments to the beneficial owners are the responsibility of DTC and its participants. See “BOOK-ENTRY-ONLY SYSTEM.”

SECURITY AND SOURCES OF PAYMENT FOR THE NOTES

Security for the Notes

The Notes are special obligations of the Town payable solely from and secured by (a) draws under the Letter of Credit, (b) proceeds of the Notes deposited with the Town, (c) moneys budgeted and appropriated by the Town from its Non-Ad Valorem Revenues pursuant to the Town’s covenant to budget and appropriate in its annual budget in each fiscal year, (d) moneys held in the funds and accounts established under the Resolution and investment earnings thereon and (e) any other moneys received by the Issuing and Paying Agent in connection with repayment of the Notes (items (b) through (e) collectively, the “**Pledged Revenues**”). None of the properties of the Town are subject to any mortgage or other lien for the benefit of the owners of the Notes, and neither the full faith and credit nor the taxing power of the Town, the State or any political subdivision or agency of the State is pledged to the payment of the principal of or interest on the Notes. Furthermore, no Noteholder shall ever have the right to compel the exercise of the ad valorem taxing power of the Town or taxation in any form on any real or personal property to pay such Notes or the interest thereon, nor shall any Noteholder be entitled to payment of such principal or interest from any other funds of the Town other than as provided in the Resolution. Additionally, no Noteholder shall ever have a lien on the Project.

In connection with the issuance of the Notes, the Town has entered into the Issuing and Paying Agency Agreement, dated as of July __, 2017 (the “**Issuing and Paying Agency Agreement**”), with U.S. Bank National Association as issuing and paying agent (the “**Issuing and Paying Agent**”). The Issuing and Paying Agency Agreement establishes a separate Payment Account (the “Notes Payment Account”) to be funded solely with proceeds of drawings under the Letter of Credit to be used solely for the payment of the Notes at maturity.

IN MAKING AN INVESTMENT DECISION REGARDING A POSSIBLE PURCHASE OF THE NOTES, PROSPECTIVE PURCHASERS OF THE NOTES SHOULD RELY SOLELY ON THE CREDIT OF THE BANK AND NOT ON THE CREDIT OF THE TOWN.

The Letter of Credit

On the date of issuance of the Notes, Citibank, N.A. (the “**Bank**”) will issue an irrevocable transferable direct pay letter of credit (the “**Letter of Credit**”) to the Issuing and Paying Agent to provide credit support for the timely payment of the principal of and interest on the Notes. On or before the date of maturity of any Note, the Issuing and Paying Agent

shall draw on the Letter of Credit an amount equal to the aggregate principal amount of the Notes maturing on such date and accrued interest thereon to such date. Pursuant to the Issuing and Paying Agency Agreement, all amounts received from any drawing on the Letter of Credit shall be deposited in the Notes Payment Account and held in trust for the payment of the Notes for which such drawing was made, and the Issuing and Paying Agent shall apply such amounts to the payment of such Notes when due. The Issuing and Paying Agent may not issue Notes if the issuance of such Notes would result in the outstanding principal amount of such Notes together with any interest due thereon at maturity to be in excess of the “Stated Amount” of the Letter of Credit immediately after issuance of such Notes. The Payment Obligations, as defined in the Reimbursement Agreement shall be evidenced by the Town’s promissory note payable to the order of the Bank in the principal amount equal to the Stated Amount (the “**Bank Note**”). See “THE LETTER OF CREDIT AND THE REIMBURSEMENT AGREEMENT” and “THE BANK.”

Upon satisfaction of certain conditions, the Town may obtain an Alternate Facility (“**Alternate Facility**”) to replace the Letter of Credit so long as the Alternate Facility goes into effect [at least one Business Day prior to the termination of the Letter of Credit]. Additionally, the expiration date with respect to such Alternate Facility will be no earlier than one year after its effective date. The Town will deliver written notice of the proposed substitution to the substitute Issuing and Paying Agent, the Issuing and Paying Agent, the Bank, the Holders of the Notes and the Dealer not less than [30 days] prior to the substitution date. All Outstanding Notes will mature on the date such Alternate Facility is delivered to the Issuing and Paying Agent and becomes effective pursuant to its terms.

Pledged Revenues

In addition to the Letter of Credit which secures the Notes and is further described below, amounts due on the Notes, as well as amounts due to reimburse the Bank for drawings under the Letter of Credit and interest thereon and other amounts due under the Bank Note, are payable from Non-Ad Valorem Revenues and secured by a lien upon and a pledge of the Pledged Revenues, equally and ratably, as to payment and security in the manner and to the extent provided in the Resolution. “Pledged Revenues” consists primarily of Non-Ad Valorem Revenues budgeted and appropriated by the Town on an annual basis, but also include proceeds of the Notes deposited with the Town, moneys held in the funds and accounts established under the Resolution and investment earnings thereon and any other moneys received by the Issuing and Paying Agent in connection with repayment of the Notes. The Resolution and Reimbursement Agreement [create a valid lien on, pledge of, and security interest in the Pledged Revenues as security for the Notes and for the repayment of the Town’s obligations under the Reimbursement Agreement and [DESCRIBE ACTION NECESSARY AND POINT AT WHICH LIEN CREATED AND PERFECTED] such lien, pledge, and security interest in the Pledged Revenues under the Resolution and the Reimbursement Agreement has been duly and validly taken]. See “SECURITY FOR THE NOTES” herein.

For purposes of this Offering Memorandum, other indebtedness of the Town which is payable and secured in whole or in part by Non-Ad Valorem Revenues is herein referred to as “**Parity Debt**.” [The Town has Parity Debt that is also payable in whole or in part from Non-Ad

Valorem Revenues.] See “SECURITY FOR THE NOTES – Outstanding Town Indebtedness” herein.

The Notes shall not be or constitute general obligations of the Town within the meaning of the Constitution of the State of Florida but shall be payable from and secured solely by a lien upon and a pledge of the Pledged Revenues in the manner and to the extent provided in the Resolution. No Noteholder shall ever have the right to compel the exercise of the ad valorem taxing power of the Town or taxation in any form on any real or personal property to pay such Notes or the interest thereon, nor shall any Noteholder be entitled to payment of such principal or interest from any other funds of the Town other than as provided in the Resolution. Furthermore, no Noteholder shall ever have a lien on the Project financed or refinanced with proceeds of the Notes.

Capitalized terms not otherwise defined in this Offering Memorandum will have the same meanings assigned to such terms in the Resolution and the Reimbursement Agreement. See “APPENDIX A—Town of Palm Beach Resolution No. ____-2017.” This Offering Memorandum also includes summaries of, and references to, the Notes, the Resolution, statutes, and various documents and instruments. The summaries of, and references to, the Notes, the Resolution, statutes and various documents and instruments herein do not purport to be complete, comprehensive or definitive and each such summary and reference is qualified in its entirety by reference to the Notes, the Resolution and the applicable document, statute, or instrument.

LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT

Letter of Credit

The Notes are payable from and supported by an irrevocable direct-pay Letter of Credit issued by the Bank in favor of the Issuing and Paying Agent. The Letter of Credit is issued pursuant to the terms and conditions of the Reimbursement Agreement in the stated amount of \$22,650,000 (the “**Stated Amount**”), consisting of a principal component equal to \$_____ and an interest component equal to \$_____, representing 270 days’ interest on the Notes calculated at an assumed maximum interest rate of [12%] per annum, calculated on the basis of the actual number of days elapsed in a year of 365 days. The Stated Amount of the Letter of Credit may be reduced and/or reinstated from time to time pursuant to the terms of the Letter of Credit. The Issuing and Paying Agent is required to draw upon the Letter of Credit in an amount sufficient to pay both principal of and interest on the Notes at their Maturity.

The Letter of Credit will terminate (the “**Termination Date**”) on the earliest of (i) July __, 2020 (the “**Stated Expiration Date**”); (ii) the date on which the Bank receives certification from the Issuing and Paying Agent that the principal amount of and interest with respect to all of the Notes has been paid in full or deemed paid in full in accordance with the provisions of the Resolution; (iii) the date on which an Alternate Facility has become effective under the Resolution in substitution for the Letter of Credit; or (iv) the first to occur of (a) the date which is fifteen (15) days after the Issuing and Paying Agent receives a Final Drawing Notice from the Bank stating that an Event of Default has occurred under the Reimbursement Agreement and directing the Issuing and Paying Agent to make a Final Drawing under the Letter of Credit, whereby the Issuing and Paying Agent will draw an amount under the Letter of Credit equal to the principal of and accrued interest to maturity on all outstanding Notes, or (b) the date, following the Issuing and Paying Agent’s receipt of a Final

Drawing Notice, upon which the Issuing and Paying Agent has made such Final Drawing under the Letter of Credit and the proceeds of the Drawing have been distributed to the Issuing and Paying Agent.

The Reimbursement Agreement

Events of Default. The occurrence of any of the conditions or events constitutes an event of default (each, an “Event of Default”) under the Reimbursement Agreement unless waived by the Bank in writing:

(a) Failure of the Town to pay or cause to be paid when due any amount owed by the Town under the Reimbursement Agreement or under any of the other related financing documents (as defined in the Reimbursement Agreement, the “Related Documents”).

(b) Failure by the Town to observe or perform certain enumerated covenants set forth in the Reimbursement Agreement.

(c) Failure by the Town to observe or perform any covenant, condition or provision of the Reimbursement Agreement or any of the other related financing documents (other than as specified in any other subparagraph under Events of Default) and such failure remains uncured thirty (30) days after written notice of such failure from the Bank to the Town.

(d) Any representation or warranty made or deemed made by or on behalf of the Town in the Reimbursement Agreement or any other Related Document or in any amendment of, or waiver under, the Reimbursement Agreement or other Related Document, or in any certificate, financial statement or other document furnished by or on behalf of the Town pursuant to or in connection with the Reimbursement Agreement or any of the other Related Documents shall have been inaccurate or incomplete in any material respect when made or deemed to have been made.

(e) The occurrence and continuation of a default, event of default or termination event under any of the Related Documents.

(f) Any Debt shall be declared to be due and payable, or required to be prepaid (for the avoidance of doubt, amounts required to be prepaid shall not include optional prepayments) other than by a regularly scheduled required prepayment, prior to the stated maturity thereof.

(g) The occurrence of any (i) default by the Town in the payment of any amount due in respect of any Debt, beyond the period of grace, if any, provided in the Contract under which said Debt was created (ii) default in the observance or performance of any agreement or condition relating to any Debt or contained in any Contract evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders (or a trustee or agent on behalf of such holder or holders) to cause (determined without regard to whether any notice is required), any such Debt to become due prior to

its stated maturity (or, with respect to any Hedge Agreement, to cause such Hedge Agreement to be terminated early or to become capable of being terminated early).

(h) The entry or filing of one or more final, non-appealable judgments, writs or warrants of attachment or of any similar process which, individually or in the aggregate, equals or exceeds \$1,000,000, shall be rendered against the Town or against any of its property, or any action shall be taken by a judgment creditor to attach or levy upon any revenues or assets of the Town to enforce any such judgment.

(i) The occurrence of an Event of Insolvency with respect to the Town.

(j) The Obligor Rating by an Rating Agency shall for any reason be withdrawn or suspended or lowered to below A3 (in the case of Moody's) or A- (in the case of S&P or Fitch).

(k) The Reimbursement Agreement, any other Related Document or any provision of the Reimbursement Agreement or any of the other Related Documents shall cease to be valid and binding on the Town or a Governmental Authority with jurisdiction to rule on the validity of the Reimbursement Agreement or any other Related Document shall so find, announce or rule, or the Town or any Person on its or their behalf shall (i) contest the validity or enforceability of the Reimbursement Agreement or any Related Document or any material provision of the Reimbursement Agreement or any such Related Document, (ii) deny that the Town has any further liability under one or more provisions of the Reimbursement Agreement or any of the other Related Documents or (iii) seek an adjudication that (y) the Reimbursement Agreement or (z) any material provision of any Related Document relating to, or the absence or invalidity of which could adversely affect, the security for the Notes, the Bank Note or the Town's ability to pay the Notes or the Bank Note or perform its obligations under the Reimbursement Agreement or any of the other Related Documents or the rights and remedies of the Bank, is not valid and binding on the Town.

(l) Any Pledged Revenues or other funds or investments on deposit in, or otherwise to the credit of, any of the funds or accounts established under any of the Related Documents shall become subject to any writ, judgment, warrant or attachment, execution or similar process.

(m) A Determination of Taxability shall occur with respect to the Notes.

(n) An event (separately or in the aggregate with other events) occurs which constitutes a Material Adverse Change.

Remedies.

(a) If an Event of Default as described above occurs and is continuing, the Bank may, in its sole discretion:

(i) By written notice to the Town, declare all Unreimbursed Drawings and Term Amortization, the Bank Note and interest thereon, immediately due and

payable, whereupon the same shall become immediately due and payable (provided that, if an Event of Default specified in the Reimbursement Agreement hereof shall occur, the result which would occur upon the giving of written notice of such declaration shall occur automatically without the giving of any such notice); and/or

(ii) By written notice to the Issuing and Paying Agent in the form of Exhibit C hereto (which notice shall constitute a [Stop Order] for purposes of the Issuing and Paying Agency Agreement) prohibit, until such time, if any, as the Bank shall withdraw (in writing) such notice, the issuance of additional Notes, reduce the Stated Amount of the Letter of Credit to the amount of the then Outstanding Notes supported by the Letter of Credit and interest payable thereon at maturity of such Notes and /or terminate the Stated Amount as the then Outstanding Notes are paid, and/or

(iii) By written notice to the Town and the Issuing and Paying Agent declare that the Letter of Credit will terminate fifteen (15) days after the Issuing and Paying Agent's receipt of such notice, and/or

(iv) (A) Cure any default, event of default or event of nonperformance under the Reimbursement Agreement or under any of the Related Documents (in which event the Town shall reimburse the Bank therefor pursuant to the Reimbursement Agreement), (B) exercise its banker's lien, or right of set-off, (C) proceed to protect its right by suit in equity, action at law or other appropriate proceedings, whether for specific performance of any covenant or agreement of the Town herein contained or in the exercise of any power or remedy granted to the Bank under any of the Related Documents, or (D) exercise any other rights or remedies available under any Related Document, any other agreement or at law or in equity.

(b) From and after the occurrence of an Event of Default, all amounts owing to the Bank under the Reimbursement Agreement, under the Bank Note and under the Fee Letter shall bear interest at the Default Rate.

No failure on the part of the Bank to exercise, and no delay in exercising, any right under the Reimbursement Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any right under the Reimbursement Agreement preclude any other further exercise of such right or the exercise of any other right. The remedies provided in the Reimbursement Agreement are cumulative and not exclusive of any remedies provided by law or equity.

THE BANK

Citibank, N.A. ("Citibank") was originally organized on June 16, 1812, and now is a national banking association organized under the National Bank Act of 1864. Citibank is an indirect wholly owned subsidiary of Citigroup Inc. ("Citigroup"), a Delaware holding company.

The long-term ratings of Citibank and its consolidated subsidiaries are as follows:

Rating Agency	Long-Term	Short-Term	Outlook
Moody's	A1	P-1	Stable
S&P	A+	A-1	Stable
Fitch	A+	F1	Stable

Citibank is a commercial bank that, along with its subsidiaries and affiliates, offers a wide range of banking and trust services to its customers throughout the United States and the world. As a national bank, Citibank is a regulated entity permitted to engage only in banking and activities incidental to banking. Citibank is primarily regulated by the Office of the Comptroller of the Currency (the “Comptroller”), which also examines its loan portfolios and reviews the sufficiency of its allowance for credit losses.

Citibank’s deposits at its U.S. branches are insured by the Federal Deposit Insurance Corporation (the “FDIC”) and are subject to FDIC insurance assessments. The Initial Liquidity Facility is not insured by the FDIC or any other regulatory agency of the United States or any other jurisdiction. Citibank may, under certain circumstances, be obligated for the liabilities of its affiliates that are FDIC-insured depository institutions.

Under U.S. law, deposits in U.S. offices and certain claims for administrative expenses and employee compensation against a U.S. insured depository institution which has failed will be afforded a priority over other general unsecured claims, including deposits in non-U.S. offices and claims under non-depository contracts in all offices, against such an institution in the “liquidation or other resolution” of such an institution by any receiver. Such priority creditors (including the FDIC, as the subrogee of insured depositors) of such FDIC-insured depository institution will be entitled to priority over unsecured creditors in the event of a “liquidation or other resolution” of such institution.

For further information regarding Citibank, reference is made to the Annual Report on Form 10-K of Citigroup and its subsidiaries for the year ended December 31, 2016, filed by Citigroup with the Securities and Exchange Commission (the “SEC”). Copies of Citigroup’s 10-K may be obtained, upon payment of a duplicating fee, by writing to the SEC at 100 F Street, N.E., Washington, D.C. 20549. In addition, Citigroup’s 10-K is available at the SEC’s web site (<http://www.sec.gov>).

In addition, Citibank submits quarterly to the Comptroller certain reports called “Consolidated Reports of Condition and Income for a Bank With Domestic and Foreign Offices” (“Call Reports”). The Call Reports are on file with, and publicly available at, the Comptroller’s offices at 250 E Street, SW, Washington, D.C. 20219 and are also available on the web site of the FDIC (<http://www.fdic.gov>). Each Call Report consists of a Balance Sheet, Income Statement, Changes in Equity Capital and other supporting schedules at the end of and for the period to which the report relates.

Any of the reports referenced above are available upon request without charge from Citi Document Services by calling toll-free at (877) 936-2737 (outside the United States at (716) 730-8055), by e-mailing a request to docserve@citi.com or by writing to: Citi Document Services, 540 Crosspoint Parkway, Getzville, New York 14068.

The information contained under “THE BANK” in this Official Statement relates to and has been obtained from Citibank. The information concerning Citibank contained herein is furnished solely to provide limited introductory information regarding Citibank and does not purport to be comprehensive. Such information is qualified in its entirety by the detailed information appearing in the documents and financial statements referenced above.

BOOK-ENTRY ONLY SYSTEM

The following contains a description of the procedures and operations of DTC and is based upon information provided by DTC. Neither the Town nor the Dealer have independently investigated or verified such procedures and operations and assume no responsibility for the accuracy or completeness of the description thereof.

DTC will act as securities depository for the Notes. The Notes will be issued as fully registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered certificate will be issued for each maturity of each series of the Notes, as set forth on the inside cover page of this Offering Memorandum, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest depository, is a limited purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues and money market instruments from over one hundred (100) countries that DTC’s Participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). The Direct Participants and the Indirect Participants are collectively referred to as the “DTC Participants.” DTC has Standard & Poor’s rating: AA+. The DTC Rules applicable to DTC Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the Notes on DTC’s records. The ownership interest

of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the DTC Participant’s records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmation providing details of the transaction, as well as periodic statements of their holdings, from the DTC Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Notes are to be accomplished by entries made on the books of DTC Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Notes, except in the event that use of the book-entry system for the Notes is discontinued.

To facilitate subsequent transfers, all Notes deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co or such other name as may be requested by an authorized representative of DTC. The deposit of Notes with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Notes; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Notes are credited, which may or may not be the Beneficial Owners. The DTC Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Notes may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Notes, such as redemptions, tenders, defaults, and proposed amendments to documents securing the Notes. For example, Beneficial Owners of Series 2016 Notes may wish to ascertain that the nominee holding the Notes for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Notes within a series or maturity of a series are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such series or maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Notes unless authorized by a Direct Participant in accordance with DTC’s Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Town as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts the Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

The redemption price and principal and interest payments on the Notes will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC’s practice is to credit Direct Participants’ accounts upon DTC’s receipt of funds and corresponding detail information from the Town or the Paying Agent on the payment date in

accordance with their respective holdings shown on DTC's records. Payments by DTC Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, nor its nominee, the Paying Agent, or the Town, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and principal of and interest payments on the Notes, as applicable, to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Town or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of DTC Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2016 Notes at any time by giving reasonable notice to the Town or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered. Subject to the policies and procedures of DTC (or any successor securities depository), the Town may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered. Thereafter, Bond certificates may be transferred and exchanged as described in the Resolution. See "APPENDIX A—Town of Palm Beach Resolution No. 140-2016."

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE NOTES, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE HOLDER OF THE NOTES OR REGISTERED OWNERS OF THE NOTES SHALL MEAN DTC AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE NOTES.

The Town can make no assurances that DTC will distribute payments of principal of, redemption price, if any, or interest on the Notes to the Direct Participants, or that DTC Participants will distribute payments of principal of, redemption price, if any, or interest on the Notes or redemption notices to the Beneficial Owners of such Notes or that they will do so on a timely basis, or that DTC or any of its Participants will act in a manner described in this Offering Memorandum. The Town is not responsible or liable for the failure of DTC to make any payment to any Direct Participant or failure of any DTC Participant to give any notice or make any payment to a Beneficial Owner in respect to the Notes or any error or delay relating thereto.

The rights of holders of beneficial interests in the Notes and the manner of transferring or pledging those interests are subject to applicable state law. Holders of beneficial interests in the Notes may want to discuss the manner of transferring or pledging their interest in the Notes with their legal advisors.

NEITHER THE TOWN NOR THE PAYING AGENT SHALL HAVE ANY OBLIGATION WITH RESPECT TO ANY DTC PARTICIPANT OR BENEFICIAL OWNER OF THE NOTES DURING SUCH TIME AS THE SERIES 2016 NOTES ARE REGISTERED IN THE NAME OF A SECURITIES DEPOSITORY PURSUANT TO A BOOK-ENTRY SYSTEM.

SECURITY FOR THE NOTES

Limited Obligations

The Notes are limited obligations of the Town and are payable solely in the manner and to the extent set forth in the Resolution. The Notes shall not be or constitute general obligations of the Town within the meaning of the Constitution of the State of Florida but shall be payable from and secured by the Letter of Credit, proceeds of the Notes and a lien upon and a pledge of the Pledged Revenues in the manner and to the extent provided in the Resolution. No Noteholder shall ever have the right to compel the exercise of the ad valorem taxing power of the Town or taxation in any form on any real or personal property to pay such Notes or the interest thereon, nor shall any Noteholder be entitled to payment of such principal or interest from any other funds of the Town other than as provided in the Resolution. Furthermore, no Noteholder shall ever have a lien on the projects financed with proceeds of the Notes.

The Pledged Revenues and the Covenant to Budget and Appropriate Non-Ad Valorem Revenues

The Pledged Revenues consist primarily of Non-Ad Valorem Revenues, which the Town has covenanted to budget and appropriate. Pursuant to the Resolution and until such time as the Notes are no longer outstanding, the Town has covenanted to appropriate in its annual budget in each fiscal year, by amendment if necessary, Non-Ad Valorem Revenues in amounts sufficient to pay the principal of and interest on the Notes, as the same become due (whether at maturity or otherwise), to reimburse the Bank for draws on the Letter of Credit and pay the Bank any other amounts due under the Reimbursement Agreement and to pay the fees and expenses of the Issuing and Paying Agent and any other expenses of the Town relating to the Notes.

“Non-Ad Valorem Revenues” shall mean all legally available revenues of the Town derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the Town of debt service on the Covered Notes, after the payment of the principal of and interest on any other obligations of the Town hereafter issued which have a prior pledge on any source of the Non-Ad Valorem Revenues, and Project Grant Moneys; provided, however, that for the purposes of the coverage and additional bonds tests set forth in the Resolution, *“Non-Ad Valorem Revenues”* shall mean all legally available revenues of the Town derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the Town of Non-Self-Supporting Debt, excluding Project Grant Moneys, non-ad valorem special assessments which are exclusively pledged to the payment of Special Assessment Obligations and Direct Payments. The foregoing notwithstanding in the event any bonds or notes are additionally secured by non-ad valorem special assessments and if debt service on such bonds or notes is not permitted to be directly offset pursuant to the Resolution by the amount of non-ad valorem special assessments collected during the prior fiscal year, the Town may treat such non-ad valorem special assessments as *“Non-Ad Valorem Revenues”* for purposes of the coverage and additional bonds tests set forth in the Resolution and described as the *“Non-Self Supporting Debt Coverage/Additional Notes.”* See SECURITY FOR THE NOTES—Non-Self Supporting Debt Coverage/Additional Notes herein.

[CONFIRM LEGAL CORRECTNESS:The Town’s covenant to budget and appropriate Non-Ad Valorem Revenues does not create a lien on, or constitute a pledge by the Town of, such Non-Ad Valorem Revenues to the repayment of the Notes. Until such time as the Town has budgeted and appropriated Non-Ad Valorem Revenues for the payment of the Notes, such covenant does not give the Issuing and Paying Agent or any other Person a prior claim on such Non-Ad Valorem Revenues as opposed to claims of general creditors of the Town.]

[CONFIRM LEGAL CORRECTNESS:The Town’s covenant to budget and appropriate does not require the Town to levy and collect any particular Non-Ad Valorem Revenues or to maintain, continue or increase any particular source of Non-Ad Valorem Revenues. The Town’s covenant to budget and appropriate Non-Ad Valorem Revenues pursuant to the Resolution is subject to the provisions of applicable State law, which preclude the Town from expending moneys not appropriated or in excess of its current budgeted revenues.]

Subject to the Town’s compliance with the coverage and additional bonds tests limitation upon the incurrence of additional Non-Self Supporting Debt as described below under “SECURITY FOR THE NOTES—Non-Self Supporting Debt Coverage/Additional Notes,” the obligations of the Town under the Resolution do not constitute a limitation on the Town’s ability to pledge or covenant with respect to the Non-Ad Valorem Revenues or any component thereof for other indebtedness or other legally permissible purposes. [CONFIRM:Accordingly, until such time as the Town has appropriated Non-Ad Valorem Revenues for the Notes and assuming compliance with the coverage and additional bonds tests, none of the Non-Ad Valorem Revenues are restricted from being pledged to the payment of other indebtedness of the Town hereafter incurred, including the debt service on notes, bonds or other obligations. In the event the Town pledges one or more sources of Non-Ad Valorem Revenues to secure indebtedness other than the Notes [and appropriates such Non-Ad Valorem Revenues for payment of that indebtedness], the pledged Non-Ad Valorem Revenues would be required to be used to pay such other indebtedness prior to being available to pay debt service on the Notes.]

Outstanding Town Indebtedness [BOND COUNSEL TO COMPLETE]

Non-Self Supporting Debt Coverage/Additional Notes

Pursuant to the Resolution, the Town covenants that in each Fiscal Year while any Notes are Outstanding, the total Non-Self-Supporting Debt Service due in any Fiscal Year of the Town will not exceed 50% of Non-Ad Valorem Revenues of the Town. In addition, the Town covenants that in each Fiscal Year of the Town, while the Covered Notes are outstanding, the total Non-Self-Supporting Debt due for the Fiscal Year of the Town shall not exceed 50% of Non-Ad Valorem

Revenues of the Town. In addition, the Town covenants and agrees that it will not issue any Debt or incur any Debt payable from or supported by a pledge of the Non-Ad Valorem Revenues or any portion thereof unless the Town can show that following the issuance of or incurrence of such additional Debt, (i) the total amount of Non-Ad Valorem Revenues (based on the most recent Fiscal Year) will be greater than 2.00 times the Maximum Debt Service, and (ii) the total amount of Non-Ad Valorem Revenues in each Fiscal Year in which Covered Notes are outstanding (based on reasonable projections of the Town) will be greater than 2.00 times the Non Self Supporting Debt in each such Fiscal Year. For purposes of the test described in the foregoing sentence Non-Ad Valorem Revenues shall not include Project Grant Moneys or non-ad valorem special assessments which are exclusively pledged to the payment of Special Assessment Obligations and Direct Payments. Debt service on Notes that are eligible for Direct Payments will be calculated net of expected Direct Payments.

[The foregoing notwithstanding, in the event any Notes are additionally secured by non-ad valorem special assessments, debt service shall be calculated net of the amount of non-ad valorem special assessments collected during the prior fiscal year provided that at least 90% of the non-ad valorem special assessments imposed in the prior fiscal year are collected. The foregoing notwithstanding in the event any Notes are additionally secured by non-ad valorem special assessments and if debt service on such Notes is not permitted to be directly offset by the amount of non-ad valorem special assessments collected during the prior fiscal year as provided by the immediately preceding sentence, the Town may treat such non-ad valorem special assessments as Non-Ad Valorem Revenues for purposes of the foregoing coverage and additional bonds test.]

Pursuant to the Resolution, for purposes of determining compliance with the foregoing test, the term “Non-Self-Supporting Debt” shall mean debt service on debt obligations of the Town other than debt obligations relating to an enterprise fund or general obligation bonds of the Town or Special Assessment Obligations. In the event any bonds or notes are additionally secured by non-ad valorem special assessments, debt service shall be calculated net of the amount of non-ad valorem special assessments collected during the prior fiscal year provided that at least 90% of the non-ad valorem special assessments imposed in the prior fiscal year are collected. Additionally, interest payments on Non-Self Supporting Debt shall be calculated net of expected receipt of Direct Payments.

THE TOWN [BOND COUNSEL TO CONFIRM/UPDATE]

The Town is a municipal corporation organized and existing under the laws of the State of Florida. The Town, an island, is located on the east coast of Florida in the eastern portion of Palm Beach County. The land area of the Town is approximately 3.77 square miles with 12.1 miles of coastline on the Atlantic Ocean. The Town is a unique, internationally famous residential/estate community known for its distinctive architecture and landscaping, gracious estate homes and condominiums, golf courses and clubs, attractive stores and restaurants. The Town is bound on the west by the intracoastal waterway (Lake Worth), the north by the Palm Beach Inlet, the east by the Atlantic Ocean and on the south by the Town of South Palm Beach.

Town Government

The Town, incorporated in 1911, is governed by an elected mayor and a five member council. The Mayor's term is for two years. The five members of the Town Council are elected at large and serve overlapping two year terms. The Town Council is presently composed of the following:

<u>NAME</u>	<u>OFFICE</u>	<u>TERM EXPIRES</u>
Richard Kleid	Town Council President Pro-Tem	February, 2018
Bobbie Lindsay	Town Council Member	February, 2018
Danielle H. Moore	Town Council Member	February, 2017
Margaret A. Ziedman	Town Council Member	February, 2018

The Town Council meets in regular session once a month for purposes of setting policy and carrying out the legislative matters of the Town. The administrative day to day responsibilities are carried out through the Town Manager who is appointed by the Town Council. The Town Manager is Thomas G. Bradford, who has served as the Town Manager since January of 2015, and who had previously been the Assistant Town Manager since May of 2000. All of the Town departments and staff report to the Town Manager. The Town has approximately 363 full time equivalent employees. There is one labor union representing the Town's rank and file fire rescue personnel.

Services Provided by the Town

The Town provides various services such as street and sidewalk maintenance, police, fire and emergency medical services, beach rescue services, garbage and yard trash collection, storm and sanitary sewer collection services and recreational programs. Town residents pay for garbage and yard trash collection, sanitary sewage and stormwater utility services by means of their ad valorem property taxes.

Population

The following table sets forth the estimated permanent population of the Town between 1960 and 2015. The decrease in population estimates between 2000 and 2010 was due primarily to a change in the way residents were categorized as permanent as opposed to seasonal.

Town of Palm Beach ESTIMATED POPULATION

<u>Year</u>	<u>Population</u>
1960	6,055
1970	9,086
1980	9,729
1990	9,814

2000	9,676
2010	8,161
2011	8,348
2012	8,358
2013	8,168
2014	8,170
2015	8,041

Sources: U.S. Bureau of the Census: 1960, 1970, 1980, 1990, 2000 and 2010; University of Florida, Bureau of Economic Business Administration: 2011 through 2015

The Town's population will grow during that time of the year traditionally known as the "Season" which is generally from November 15 to April 1. The Town estimates the seasonal population peak to be 25,000.

Economy

The Town is a long-established residential community. Commercial activities are restricted primarily to the services rendered by banks, retail shops, hotels, and restaurants for the Town's permanent and seasonal residents and visitors. There is no industrial development within the Town.

Land Use

The following table sets forth the assessed value and number of parcels of property in the Town, according to the categories assigned to each parcel by the Palm Beach County Property Appraiser.

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Town of Palm Beach
VALUE OF PARCELS BY CATEGORY

<u>Category</u>	<u>Assessed Value (\$)</u>
Residential	15,403,086,966
Commercial	1,160,442,899
Industrial	1,855,275
Other	326,783,978
Less: Tax-Exempt Property	<u>(3,631,110,871)</u>
TOTAL	13,261,088,247

Source: Palm Beach County Property Appraiser as of January 1, 2015.

Assessed Valuation

The following table shows the assessed value of the property in the Town for the past ten (10) years:

Town of Palm Beach, Florida
Assessed Value of Taxable Property; Last Ten Years

<u>Year</u>	<u>Total Assessed Value</u>	<u>Total Taxable Value</u>
2006	\$ 12,873,131,816	\$ 10,253,578,492
2007	15,411,220,688	11,910,96,2533
2008	16,224,056,783	12,619,015,444
2009	17,911,648,549	13,681,919,443
2010	16,893,593,925	13,097,134,379
2011	12,043,094,460	11,530,447,889
2012	12,013,987,648	11,510,190,357
2013	12,288,707,603	11,805,832,888
2014	12,862,947,349	12,371,740,345
2015	13,728,091,553	13,261,088,247

Assessed value is an annual determination of the just or fair market value of the property, or the value of the homestead property as limited pursuant to State law. Taxable value is the assessed value of property minus the amount of any applicable exemption provided under state law. Property in Palm Beach County is reassessed every three years on average.

Source: Palm Beach County Property Appraiser.

Property Tax Levies and Collections

The following table sets forth the property tax levy and collection in the Town for the past ten (10) fiscal years:

Town of Palm Beach, Florida

Property Tax Levies and Collections; Last Ten Fiscal Years

Fiscal Year Ended 9/30	Net Tax Levy*	Current Tax Collections	Percent of Levy Collected	Delinquent Tax Collections	Total Property Tax Collections	Collections as a Percent of Current Levy
2006	\$40,661,213	\$39,003,587	95.92%	\$5,187	\$39,008,774	95.94%
2007	44,882,990	43,028,136	95.87	68,469	43,096,605	96.02
2008	43,129,948	41,337,264	95.84	119,985	41,457,249	96.12
2009	44,766,064	42,684,473	95.35	202,744	42,887,217	95.80
2010	43,506,736	41,076,426	94.41	432,144	41,508,570	95.41
2011	38,073,972	36,634,834	96.22	509	36,635,343	96.22
2012	37,421,931	36,636,311	97.90	26,605	36,662,916	97.97
2013	38,449,282	37,376,601	97.21	96,506	37,473,107	97.46
2014	40,168,565	39,067,303	97.26	43,623	39,110,926	97.37
2015	45,709,498	43,979,362	96.21	9,128	43,988,490	96.23

Note: All property taxes are assessed and collected by the Palm Beach County Tax Collector.

Collections are distributed in full as collected.

* Tax levy; net of allowance for discounts.

Additional statistics and financial information about the Town can be found in the Statistical Section of the Town's Comprehensive Annual Fiscal Report for the Fiscal Year Ended September 30, 2015, attached as Appendix "B".

PENSION AND OTHER POST EMPLOYMENT BENEFITS

Town of Palm Beach Retirement Plan

General

The Town's employee pension plan was created in 1947. In 2012, the retirement benefits for most Town employees were changed from a full defined benefit plan (the "Prior Defined Benefit Plan") to a hybrid pension plan (the "Town Retirement Plan"). The Town Retirement Plan is what is referred to as a "hybrid plan" that contains a defined benefit component and a defined contribution component. The Town Retirement Plan is overseen by a nine member Town of Palm Beach Retirement System Board of Trustees (the "Board of Trustees"). Even though there is a single Plan, there are separate portions of the Plan for general employees and lifeguards, police officers and fire rescue, respectively, all overseen by the Board of Trustees. An outside pension

consultant serves as investment advisor to the Board of Trustees, and the Board of Trustees has also contracted out a portion of the plan administration services.

Employees who were eligible to retire on or before May 1, 2012 were grandfathered into the Prior Defined Benefit Plan, and the accrued benefits for all other employees were frozen as of May 1, 2012. Benefits accrued after that date are in the new Town Retirement Plan. In addition, the Town ceased participation in the State of Florida's retirement programs for firefighters and police officers. As of September 30, 2015, there were approximately 259 active plan members, 408 retirees and beneficiaries receiving benefits and another 74 retirees and beneficiaries entitled to but not yet receiving benefits, categorized as follows:

	<u>General/Lifeguard</u>	<u>Police</u>	<u>Fire Rescue</u>
Retirees and beneficiaries receiving benefits	208	95	103
Terminated plan members entitled to but not yet receiving benefits	21	24	29
Active plan members			
Vested	75	21	20
Non-Vested	<u>84</u>	<u>31</u>	<u>29</u>
Totals	391	171	181

Criteria for eligibility, required employer and employee contribution and retirement benefits vary depending on whether the employee was eligible to retire on or before May 1, 2012, whether the employee is a general employee, lifeguard, police officer or fire rescue. For more detailed information, see "APPENDIX B – Town's Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2015 – Note I beginning on page 62."

Proposed Changes to Plan

The Town recently made several changes to the ordinance creating the Town Retirement Plan. The changes will, among other things, change the retirement age for police officers and non-union fire rescue from 65 to 56, increase their "multiplier" (part of the formula used to determine retirement benefits) from 1.25% to 2.75%, increase their employee contribution from 6.47% to 10.00% and eliminate the defined contribution portion of the Town Retirement Plan for these employees. The ordinance making these changes was enacted by the Town Council on second reading on August 16, 2016, and will become effective on October 1, 2016. The Town estimates that these changes to the Town Retirement Plan will decrease the Town's required contribution in the first year by approximately \$161,000.

Funding Status

The funded status of the various portions of the Plan as of September 30, 2013, 2014 and 2015 respectively, is as follows:

**Town of Palm Beach – General Employees and Lifeguards
Retirement Plan Funding Status
(in thousands)**

	(a)	(b)	(b-a)	(a/b)	(c)	[(b-a)/c]
Actuarial Valuation Date	Actuarial Value of Plan Assets	Actuarial Accrued Liability (AAL) Entry Age	Unfunded Actuarial Accrued Liability (UAAL)	Percent Funded	Annual Covered Payroll	UAAL as a Percent of Covered Payroll
9/30/2015	\$79,003	\$106,024	\$27,021	74.5%	\$9,856	274.2%
9/30/2014	76,386	94,245	17,859	81.1	10,075	177.3
9/30/2013	73,853	91,884	18,031	80.4	9,698	185.9

**Town of Palm Beach – Police
Retirement Plan Funding Status
(in thousands)**

	(a)	(b)	(b-a)	(a/b)	(c)	[(b-a)/c]
Actuarial Valuation Date	Actuarial Value of Plan Assets	Actuarial Accrued Liability (AAL) Entry Age	Unfunded Actuarial Accrued Liability (UAAL)	Percent Funded	Annual Covered Payroll	UAAL as a Percent of Covered Payroll
9/30/2015	\$63,673	\$ 90,726	\$27,053	70.2%	\$3,668	737.5%
9/30/2014	61,819	84,624	22,805	73.1	3,354	679.9
9/30/2013	60,553	82,416	21,863	73.5	3,454	633.0

**Town of Palm Beach – Fire Rescue
Retirement Plan Funding Status
(in thousands)**

	(a)	(b)	(b-a)	(a/b)	(c)	[(b-a)/c]
Actuarial Valuation Date	Actuarial Value of Plan Assets	Actuarial Accrued Liability (AAL) Entry Age	Unfunded Actuarial Accrued Liability (UAAL)	Percent Funded	Annual Covered Payroll	UAAL as a Percent of Covered Payroll
9/30/2015	\$60,781	\$ 91,854	\$31,073	66.2%	\$3,243	958.2%
9/30/2014	56,897	83,365	26,468	68.3	3,403	777.8
9/30/2013	56,007	82,218	26,211	73.5	3,671	714.0

Source: Town of Palm Beach Retirement System Combined Actuarial Report for the Year Ended September 30, 2015.

According to the Actuarial Report for the Plan for the year ended September 30, 2015, prepared by Gabriel Roeder Smith & Company (the “Actuarial Report”), increase in unfunded actuarial accrued liability was primarily attributable to a lower than expected recognized investment return and volume of retirement activity.

The Town Council is authorized to establish benefit levels and to approve the actuarial assumptions used in the determination of contribution levels for the defined benefit component of the Town Retirement Plan. Currently, employees are required to make mandatory pre-tax contributions ranging from 2.47% to 6.98% of covered compensation, depending on the date of hire and type of employee.

The defined contribution component of the Town Retirement Plan currently requires employees to make mandatory pre-tax contributions of either 2% or 4% of covered compensation, depending on the type of employee.

The Town’s actual appropriation for the defined benefit component is based upon the actuaries’ determined rate. The defined contribution appropriation is based upon salary estimates and employer matching contribution rates. The Town’s contributions for the defined benefit and defined contribution components and the percent of budgeted payroll for the defined benefit component and total Town contribution for FY2016 are as follows:

	<u>DB</u> <u>Contribution</u>	<u>DC</u> <u>Contribution</u>	<u>Total Town</u> <u>Contribution</u>	<u>% of Payroll</u> <u>(DB Plan)</u>	<u>% of Payroll</u> <u>(overall)</u>
General Employees	\$2,049,839	\$861,484	\$2,911,323	20.77%	29.50%
Lifeguards	160,770	14,789	175,559	77.77	84.93
Police	2,306,795	321,688	2,628,483	68.77	78.36
Fire-Rescue	2,359,519	203,975	2,563,494	69.33	75.32
TOTAL	\$6,876,923	\$1,401,936	\$8,278,859	40.85%	49.18%

Actuarial Methods and Assumptions

The funding policy of the Plan provides for actuarially determined periodic employer contributions sufficient to pay the benefits provided by the respective portions of the Plan when they become due. The actuarial cost method used for determining the contribution requirements for the Plan is the Entry Age Method, which determines the Annual Required Contribution based upon the amount of Normal Cost and amortization payment required to fund the UAAL each year. Other information relating to actuarial methods and assumptions used to determine the Annual Required Contribution for the Plan is as follows:

Actuarial Methods and Assumptions

Valuation Date	September 30 of each year
Actuarial Cost Method	Entry age
Amortization Method	Level percent of payroll
Remaining Amortization Periods	16 to 30 years (11 to 30 for police officers)
Asset Valuation Method	5-year smoothed market
Investment Rate of Return	7.5%
Projected Salary Increases	3.5%
Inflation and Other General Increases	3.5%
Included above	
Assumed Payroll Growth	3.5%
Cost of Living Adjustments	Varies

Source: Town of Palm Beach Retirement System Combined Actuarial Report for the Year Ended September 30, 2015.

Annual Contribution

The annual contribution the Town must make to satisfy the requirements of the Plan is comprised of two components, the Normal Cost and the payments for the amortization of the unfunded actuarial liability. Plan obligations can increase for employers for various reasons, including, without limitation, changes in accrued benefits of the Plan, changes in pay levels of employees, changes in the demographics of the employee base, changes in Assumptions affecting annual Plan costs and differences in the actual versus the projected rate of return on the investments of the Plan.

The following table sets forth the contribution made by the Town to each portion of the Plan over the last three (3) fiscal years: relative to the Town's Annual Required Contribution ("ARC") (in 000's of dollars):

Year:	<u>2015</u>	<u>2014</u>	<u>2013</u>
<u>General Employees / Lifeguards:</u>			
Annual Contribution	\$2,008	\$2,019	\$1,415
Percent of ARC contributed	100%	100%	100%
<u>Police:</u>			
Annual Contribution	\$2,145	\$1,979	\$1,257
Percent of ARC contributed	100%	100%	100%
<u>Fire Rescue:</u>			
Annual Contribution	\$2,224	\$2,072	\$1,371
Percent of ARC contributed	100%	100%	100%

Source: Town of Palm Beach Retirement System Combined Actuarial Report for the Year Ended September 30, 2015.

Investment Returns

By its terms, the liability to fund benefits to the Plan participants requires assets of the fund to realize an assumed rate of return of 7.5% per annum (which was reduced from 8.0% in 2013). However, the rate of return on the investments in the Plan has fluctuated significantly, and in many years has been significantly less than the rate its assets are assumed to earn. The following table shows the recent history of the investment return rates for the Plan.

Plan Fund History of Market Value Investment Returns (net of investment expenses)

<u>Plan Year Ending September 30</u>	<u>General Employees/ Lifeguards</u>	<u>Police</u>	<u>Fire Rescue</u>
2011	1.3%	1.2%	1.0%
2012	1.5	0.6	0.7
2013	7.3	4.8	5.4
2014	8.2	6.8	6.9
2015	5.8	5.0	4.9
Average Returns			
Last 5 Years	4.8%	3.7%	3.8%

Source: Town of Palm Beach Retirement System Combined Actuarial Report for the Year Ended September 30, 2015.

Other Post Employment Benefits

General

The Town's Other Post Employment Benefits Plan (the "OPEB Plan") is a single-employer, defined benefit postemployment healthcare plan that is administered by the Town and covers retired employees of the Town and their dependents. The OPEB Plan provides for the payment of a portion of the health insurance premiums for eligible retired employees. The OPEB Plan has 221 retirees receiving benefits and a total of 338 active participants as of September 30, 2014.

OPEB Plan members receiving benefits contribute a percentage of their monthly insurance premium. Retiree contributions vary from a minimum of 50% of the actuarial premium to the maximum amount allowed under Section 112.08, Florida Statutes (see below).

According to Section 112.08, Florida Statutes, the Town is required to permit eligible retirees and their eligible dependents to participate in the Town's health insurance program at a cost to the retiree that is no greater than the cost at which coverage is available to active employees. The premiums charged by the insurance company are based on the blending of the experience among active employees and older retired employees. Since the older retirees actually have higher

costs, this means that the Town is actually subsidizing the cost of the retiree coverage because it pays all or a significant portion of that premium on behalf of the active employees, which is referred to as the “implicit rate subsidy” by GASB. The Town has elected to contribute to the OPEB Plan at a rate that is based on an actuarial valuation prepared using the blended rate premium that is actually charged the OPEB Plan. See “APPENDIX B – Town’s Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2015 – Note K on page 87.”

Actuarial Methods and Assumptions

Actuarial methods and significant actuarial assumptions used for the current year are summarized below:

Actuarial methods:

Actuarial valuation date	October 1, 2014
Actuarial cost method	Projected unit credit
Amortization method	Level % open
Single equivalent amortization period	30 years
Asset valuation method	Actual Fair Value

Actuarial assumptions:

Investment rate of return	7.5%
Projected salary increases	3.5%
Inflation rate for above items	3.0%
Payroll growth assumptions	0%

Funded Status and Funding Progress

The funded status of the Plan as of September 30, 2015, the most recent actuarial valuation, is as follows:

Town of Palm Beach, Florida OPEB Current Funding Status (in thousands)

	(a)	(b)	(b-a)	(a/b)	(c)	[(b-a)/c]
		Actuarial	Unfunded			UAAL
		Accrued	Actuarial			as a
		Liability	Liability		Annual	Percent of
		(AAL)	(UAAL)	Percent	Covered	Covered
<u>Actuarial</u>	<u>Actuarial</u>	<u>Entry Age</u>	<u>UAAL</u>	<u>Funded</u>	<u>Payroll</u>	<u>Payroll</u>
<u>Valuation</u>	<u>Plan Assets</u>					
<u>Date</u>						
10/1/14	\$27,629	\$35,538	\$7,909	77.7%	23,221	34.1%

Source: Town of Palm Beach, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2015.

The Statement of Change in the Net Position of the Town’s OPEB Plan is set forth in the following table:

Town of Palm Beach, Florida
Statement of Change in Plan Net Position
Year Ended September 30, 2015

Additions

Contributions	
Employer	\$1,577,000
Employee	1,185,104
Other	<u>76,569</u>
Total Contributions	2,838,673
Investment income (loss)	
Net depreciation in fair value of investments	(2,047,747)
Interest and dividends	<u>460,848</u>
Total investment income	(1,586,899)
Less investment expense	<u>(99,015)</u>
Net investment income	(1,685,914)
Total additions	1,152,759

Deductions

Benefit payments	2,064,631
Administrative expenses	87,125
Other	<u>705</u>
Total deductions	2,152,461

Net decrease (999,702)

Net position held in trust for retiree health benefits –
beginning of year 27,628,798

Net position held in trust for retiree health benefits –
end of year \$26,629,096

Source: Town of Palm Beach, Florida Comprehensive Annual Financial Report for Fiscal Year
Ended September 30, 2015

Additional Information

For detailed information relating to the actuarial methods and assumptions used to determine annual required contributions for the Plan and the OPEB Plan, see “APPENDIX B – Town’s Comprehensive Annual Financial Report for the Fiscal Year ended September 30, 2015” and, in particular, Notes I, J and K in the Notes to the Financial Statements. In addition, more detailed information relating to the Plan may be obtained from the Actuarial Report, a copy of which may be obtained from the Town’s Finance Department.

DESCRIPTION OF CERTAIN NON-AD VALOREM REVENUES[TO CONFIRM/UPDATE]

The following is a brief description of certain of the Town's Non-Ad Valorem Revenues.

Franchise Fees

Public utilities operating within the Town of Palm Beach must pay the Town a franchise fee in return for the right to do business within the Town and for the right to use public rights-of-way. Franchise agreements are currently in effect with Florida Public Utilities (expires March 31, 2041) and Florida Power & Light (expires April 1, 2041).

Utility Service Tax

The Town levies a utility tax on the purchase of electricity, metered or bottled gas, water service and telecommunications services. The Town levies this tax at the state allowed maximum of 10% for all services.

Business Tax Receipts

Any person engaging in or managing any business, occupation or profession within the limits of the Town must obtain a business license. All licenses must be secured at the time the business begins operation and are renewed thereafter each October 1. The fee for each license is based on the business in which the entity is engaged.

Building Permits

Building permit fees include all building, electrical, mechanical and plumbing permits as well as architectural fees, variance application fees, and landmark application fees.

Other License Fees and Permits

These revenues include right of way permits, parking permits and registrations.

State Shared Revenue

Revenues that are distributed from the State of Florida to the Town are included in this line item. A portion of this revenue is State Revenue Sharing. The current structure of the revenue sharing program has three revenue sources for municipalities; Sales & Use Tax, one-cent Municipal Gas Tax and the State Alternative Fuel Decal Users Fee. Of these sources, the one-cent Municipal Gas Tax (local Option Gas Tax) is restricted to expenditures for roads and is not being included in the *Historic and Budgeted Non Ad Valorem Revenues* Chart that follows. Also included in the State Shared Revenue sections are the following distributions from the State of Florida: Alcoholic Beverage License and Half Cent Sales Tax.

Half-Cent Sales Tax- Pursuant to Chapter 212 and Part VI of Chapter 218, Florida Statutes, 8.814% of the 6% sales tax (the ‘Half-Cent Sales Tax’) collected by the State in each county is required to be deposited in the Local Government Half-Cent Sales Tax Clearing Trust Fund in the State Treasury and is distributed in each county and each participating municipality within each such county on a monthly basis in accordance with the following formula:

$$\begin{array}{lcl} \text{County's Share} & & \\ \text{(percentage of} & = & \\ \text{total tax} & & \text{unincorporated area} & & \text{2/3 incorporated} \\ \text{receipts)} & & \text{population} & + & \text{area population} \\ & & \text{total county} & & \text{2/3 incorporated} \\ & & \text{population} & & \text{area population} \end{array}$$

$$\begin{array}{lcl} \text{Municipality's} & & \\ \text{Share} & = & \\ \text{(percentage of} & & \text{municipality population} \\ \text{total tax receipts)} & & \text{total county} & & \text{2/3 incorporated} \\ & & \text{population} & + & \text{area population} \end{array}$$

The formula is revised each year based upon the population estimates prepared by the University of Florida, Bureau of Economic and Business Research.

Local Shared Revenue

Local shared revenue includes a portion of the Palm Beach County Occupational License fees and 911 equipment reimbursement.

General Government Revenues

These revenues include charges for copies, meeting tapes, lien search fees, microfiche, certification of copies and sales of maps and code books.

Public Safety Revenue

Public Safety Revenue includes special detail pay for police and fire officers, EMS transport fees, burglar alarm registration and false alarm fees, police ID cards, and Direct Connect Alarm Fees.

Physical Environment Revenue

Physical Environment Revenue includes solid waste collection fees for commercial properties (collected through a non-ad valorem assessment), recycling fees and beach cleaning fees.

Transportation

Revenues including parking meter and permit collections.

Fines and Forfeitures

Fines and penalties received from traffic violations, parking meter violations, right-of-way violations, and code compliance fines.

Contributions

Contributions represent donations by citizens and businesses for various Town projects.

Investment Earnings

Represents interest earnings on cash, cash equivalents, and investments.

Rents and Royalties

Represents revenue from the rental of public property, pay phone and vending machine commissions.

Sale of Capital Assets

Revenue represents proceeds from the sale of capital assets. Revenue in FY2010 and FY2014 represents significant proceeds from the sale of Town owned property.

Miscellaneous Other Revenue

Revenues include a fee paid to the Town for the administration of Kreusler Park parking lot, fees associated with charitable solicitations, a rebate for Town towing, State highway lighting maintenance, insurance proceeds for hurricane damage and other miscellaneous revenues.

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HISTORICAL AND BUDGETED NON-AD VALOREM REVENUES

The following table sets forth the sources and amounts of certain of the Town's Non-Ad Valorem Revenues for the Fiscal Years ended September 30, 2010 through 2015, and the budgeted amount for the Fiscal Year ending September 30, 2016.

Town of Palm Beach, Florida

Historic and Projected General Fund Non Ad Valorem Revenue

Last Six Fiscal Years and Current Year Budgeted

	Actual FY2010	Actual FY2011	Actual FY2012	Actual FY2013	Actual FY2014	Actual FY2015	Budgeted FY2016
Franchise Fees	\$2,152,817	\$2,204,718	\$ 2,040,444	\$2,036,065	\$ 2,172,540	\$2,168,171	\$2,160,000
Utility Service Tax	4,931,205	4,892,655	4,973,633	5,397,796	5,463,267	5,558,660	5,520,000
Business Tax Receipts	716,018	694,373	669,095	666,788	702,711	682,429	696,820
Building Permits	3,934,213	5,535,510	5,514,911	6,500,256	6,919,361	9,508,851	6,018,500
Other License Fees & Permits	168,665	213,497	365,417	459,522	481,955	511,268	445,000
State Shared Revenue (1)	978,259	1,058,101	954,387	944,040	988,578	1,040,960	1,086,000
Local Shared Revenue	46,223	29,536	20,781	42,813	25,795	15,040	20,000
General Government	33,650	42,628	39,000	41,412	39,658	39,052	37,000
Public Safety	1,429,333	1,419,660	2,001,026	1,440,533	1,516,863	1,711,089	1,547,500
Physical Environment	1,098,950	1,219,035	1,260,317	1,264,060	1,226,434	1,192,087	1,285,888
Transportation	632,425	780,444	780,917	830,15	958,230	1,015,373	997,000
Fines & Forfeitures	594,473	1,297,226	1,106,435	1,530,787	1,924,183	1,099,526	1,284,000
Contributions	0	0	0	0	0	0	0
Investment Earnings	1,168,997	495,649	495,311	32,425	383,727	597,586	700,000
Rents & Royalties	102,702	88,202	104,980	69,606	42,749	57,599	35,000
Sale of Capital Assets (2)	1,047,156	5,584	1,392	0	353,100	0	0
Miscellaneous Other	188,634	671,609	577,151	500,152	253,347	110,637	231,600
Total Non Ad Valorem Revenues	\$19,223,721	\$20,648,717	\$20,905,195	\$21,756,405	\$23,452,498	\$25,308,328	\$22,064,308

(1) Excludes 8th cent motor fuel tax and fuel tax refund.

(2) Proceeds in FY10 and FY14 represent the sale of Town owned property.

[Remainder of page intentionally left blank]

HISTORICAL DEBT SERVICE COVERAGE

The table that follows compares the annual Non-Self Supporting Debt Service on all Non-Self-Supporting Debt of the Town payable from the Non-Ad Valorem Revenues to the actual Non-Ad Valorem Revenues received in the Fiscal Years ended September 30, 2006 through 2015. The historical information in the table below should not be construed as a representation that the Town will continue to have available to it Non-Ad Valorem Revenues in the historical amounts shown below.

Town of Palm Beach, Florida
Pledged Revenue Coverage Last Ten Fiscal Years

Fiscal Year Ended 9/30	Non-Ad Valorem Revenue Available for Debt Service	Debt Service			Coverage Ratio
		Principal	Interest	Total	
2006	\$19,780,532	\$3,480,000	\$854,485	\$4,334,485	4.56
2007	21,420,169	3,585,000	750,354	4,335,354	4.94
2008	21,549,401	3,720,000	612,163	4,332,163	4.97
2009	20,333,188	3,875,000	648,649	4,523,649	4.49
2010	19,223,721	4,020,000	1,331,915	5,351,915	3.59
2011	20,648,717	1,265,000	3,149,663	4,414,663	4.68
2012	20,905,195	2,775,000	3,165,134	5,940,134	3.52(a)
2013	21,756,405	1,290,000	3,111,294	4,401,294	4.94
2014	23,452,498	1,320,000	4,524,027	5,844,027	4.01
2015	25,308,328	2,260,000	5,722,457	7,982,457	3.17(b)

(a) The Town paid down the principal on the Series 2010B Bonds by \$1,485,000 with unexpended proceeds.

(b) First year of principal and full year interest payments on Series 2013 Bonds.

In accordance with the Resolution, for purposes of calculating the non-ad valorem revenues available for debt service coverage, the revenues from the Worth Avenue Special Assessments and the debt service on the Series B Bonds and the Series 2010B Bonds are disregarded in any fiscal year in which at least 90% of the Worth Avenue Special Assessments imposed were collected. This has been the case each year since the Worth Avenue Special Assessments were first imposed in 2010. [See “SECURITY FOR THE NOTES – Additional Security for Series B Notes.”] For example, this reduces the total debt service on the Notes for FY 2015 from \$7,982,457 to \$7,210,425 and increases the coverage ratio from 3.17x to 3.51x.

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements on the Notes [and the other outstanding Parity Debt].

[INSERT]

LITIGATION[CONFIRM/UPDATE]

[There is no litigation of any nature now pending or, to the best of the Town's knowledge, threatened which seeks to restrain or enjoin the sale, execution, issuance or delivery of the Notes or in any way contests the validity of the Notes or any proceedings of the Town taken with respect to the authorization, sale, or issuance of the Notes, or the pledge or application of any moneys provided for the payment of or security for the Notes.

The Town is involved in various lawsuits arising in the ordinary course of operations. Although the outcome of these matters is not presently determinable, it is the opinion of management of the Town, based upon consultation with legal counsel, that the outcome of these matters will not materially affect the financial position of the Town.]

TAX MATTERS

In the opinion of Locke Lord LLP, Bond Counsel to the Town ("Bond Counsel"), based upon an analysis of existing laws, regulations, rulings, and court decisions, and assuming, among other matters, compliance with certain covenants, interest on the Notes is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Bond Counsel is of the further opinion that interest on the Notes is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Bond Counsel expresses no opinion regarding any other federal tax consequences arising with respect to the ownership or disposition of, or the accrual or receipt of interest on, the Notes.

The Code imposes various requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Notes. Failure to comply with these requirements may result in interest on the Notes being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Notes. The Town has covenanted to comply with such requirements to ensure that interest on the Notes will not be included in federal gross income. The opinion of Bond Counsel assumes compliance with these covenants.

Bond Counsel is further of the opinion that the Notes and the interest thereon are exempt from taxation under existing laws of the State of Florida, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined herein. Bond Counsel has not opined as to the taxability of the Notes

or the income therefrom under the laws of any state other than Florida. Complete copies of the proposed forms of opinions of Bond Counsel are set forth in Appendices C-1 and C-2 hereto.

Prospective Noteholders should be aware that certain requirements and procedures contained or referred to in the Resolution and other relevant documents may be changed and certain actions (including, without limitation, defeasance of the Notes) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Notes may adversely affect the value of, or the tax status of interest on, the Notes.

Further, no assurance can be given that any pending or future legislation, including amendments to the Code, if enacted into law, or any proposed legislation, including amendments to the Code, or any future judicial, regulatory or administrative interpretation or development with respect to existing law, will not adversely affect the market value and marketability of, or the tax status of interest on, the Notes. Prospective Noteholders are urged to consult their own tax advisors with respect to any such legislation, interpretation or development.

Although Bond Counsel is of the opinion that interest on the Notes is excluded from gross income for federal income tax purposes, the ownership or disposition of, or the accrual or receipt of interest on, the Notes may otherwise affect the federal or state tax liability of a Noteholder. Among other possible consequences of ownership or disposition of, or the accrual or receipt of interest on, the Notes, the Code requires recipients of certain social security and certain railroad retirement benefits to take into account receipts or accruals of interest on the Notes in determining the portion of such benefits that are included in gross income. The nature and extent of all such other tax consequences will depend upon the particular tax status of the Noteholder or the Noteholder's other items of income, deduction or exclusion. Bond Counsel expresses no opinion regarding any such other tax consequences, and Noteholders should consult with their own tax advisors with respect to such consequences.

LEGAL MATTERS

Certain legal matters incident to the authorization, issuance and sale of the Notes by the Town and with regard to the tax-exempt status thereof are subject to the approving opinions of Locke Lord LLP, West Palm Beach, Florida, Bond Counsel, whose approving opinions will be available at the time of delivery of the Notes.

The proposed text of the approving legal opinions of Bond Counsel to be delivered concurrently with the delivery of the Notes are set forth as Appendix C to this Offering Memorandum. The actual legal opinion to be delivered may vary from the text of Appendix C necessary, to reflect facts and law on the date of delivery of the Notes.

The legal opinions to be delivered by Bond Counsel and Counsel to the Town concurrently with the delivery of the Notes are based on existing law, which is subject to change. Such legal opinions are further based on factual representations made as of the date thereof. The attorneys rendering legal opinions concurrently with the delivery of the Notes assume no duty to update or supplement their respective opinions to reflect any facts or circumstances, including changes in law, that may thereafter occur or become effective. In addition, such legal opinions express the

professional judgment of the attorneys rendering the opinions regarding the legal issues expressly addressed in such opinions. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

GENERAL PURPOSE FINANCIAL STATEMENTS

Appendix B includes the audited general purpose financial statements of the Town for the Fiscal Year ended [_____]. Such audited general purpose financial statements, including the auditor's report, have been included in this Offering Memorandum as public documents and consent from the auditor was not requested. The auditor has not performed any services relating to, and is therefore not associated with, the issuance of the Notes.

FINANCIAL ADVISOR

Public Financial Management, Inc., Orlando, Florida, is serving as Financial Advisor to the Town with respect to the Notes. The Financial Advisor has assisted the Town in the preparation of this Offering Memorandum and in other matters relating to the planning, structure and issuance of the Notes. However, the Financial Advisor has not been engaged to undertake, and has not undertaken, independent verification of the accuracy or completeness of the information contained in this Offering Memorandum.

The Financial Advisor is a registered municipal advisory firm. The Financial Advisor is not engaged in the business of underwriting, marketing or trading of municipal securities. Investors should not base any investment decision on the fact that the Financial Advisor has advised the Town on the Notes.

THE DEALER

The Town has appointed Citigroup Global Markets Inc. as the dealer with respect to the offering and sale of the Notes (the "Dealer"). Under the Dealer Agreement, dated as of _____, 2017, by and between the Town and the Dealer, the Dealer has no commitment to purchase any of the Notes, but is obligated only to use its best efforts as agent of the Town to solicit and arrange sales of the Notes on behalf of the Town.

NO CONTINUING DISCLOSURE OBLIGATION

The Notes are exempt from the continuing disclosure requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended.

RATINGS

Moody's Investors Service, Inc. and S&P Global Ratings, a division of S&P Global Inc. have assigned ratings of " " and " " respectively, to the Notes based on the credit support provided by the Bank pursuant to the Letter of Credit. Such ratings will expire upon the expiration of the Letter of Credit. Such ratings reflect only the views of such organizations and any desired explanation of the significance of such ratings should be obtained from the rating agency furnishing the same, at the following addresses: Moody's Investors Service, Inc., 7 World Trade Center, New York, NY 10007; S&P Global Ratings, 55 Water Street, New York, New York 10041.

Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. A securities rating is not a recommendation to buy, sell or hold securities and there is no assurance such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Notes.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Florida law requires the Town to make a full and fair disclosure of any notes or other debt obligations which it has issued or guaranteed and which are or have been in default as to principal or interest at any time after December 31, 1975 (including notes or other debt obligations for which it has served as a conduit issuer). Florida law further provides, however, that if the Town in good faith believes that such disclosures would not be considered material by a reasonable investor, such disclosures may be omitted. The Town is not and not been in default as to principal and interest on notes or other debt obligations which it has issued as the principal obligor or guarantor.

AUTHORIZATION AND APPROVAL

The delivery of this Offering Memorandum by the Town has been duly authorized and approved by the Town Council of the Town.

TOWN OF PALM BEACH, FLORIDA

By: /s/ Gail Coniglio
Mayor

By: /s/ Thomas G. Bradford
Town Manager

APPENDIX A

TOWN OF PALM BEACH RESOLUTION NO. _____

APPENDIX B

COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE TOWN FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015

APPENDIX C

PROPOSED FORM OF BOND COUNSEL OPINION

EXHIBIT C

FORM OF TOWN CERTIFICATE

[Addressed to: The Dealer, the Bank and the Issuing and Paying Agent]

TOWN OF PALM BEACH, FLORIDA
PUBLIC IMPROVEMENT COMMERCIAL PAPER REVENUE NOTES,
SERIES 2017

Certificate Pursuant To Section 2.4 of The
Commercial Paper Resolution

I, _____, the _____ of the Town of Palm Beach, Florida (the
“Town”), hereby certify that:

The representations and warranties of the Town contained in the Tax Exempt Commercial Paper Resolution adopted by the Town Counsel on July 12, 2017 (the “Resolution”) and in the Letter of Credit Reimbursement Agreement, the Issuing and Paying Agency Agreement and the Dealer Agreement (all such Agreements being as defined in the Resolution), are true and correct in all material respects as of this date and all covenants contained therein have been duly performed and observed to the extent that such covenants require performance or observance on or before the date hereof.

No default under such Letter of Credit Reimbursement Agreement has occurred.

The certifications and statements provided for in Section 2.4(a)&(b) of the Resolution are true and correct as of this date with respect to the Notes.

The certifications and statements contained in the Town’s Master Certificate are true, correct and complete with respect to the Notes to be issued by the Town this day.

The Notes are hereby authorized and requested to be issued on: _____ pursuant to these instructions in the following principal amounts and for the following purposes:

(i) For refunding of prior Notes: \$ _____

(ii) NEW MONEY for the Project authorized under the Commercial Paper Resolution: \$ _____

All provisions of federal law necessary for the valid issuance of the Notes and necessary to provide that interest thereon is excludable from gross income for purposes of federal income taxes have been complied with.

Such Notes in the hands of the holders thereof will be valid and enforceable revenue obligations payable from Pledged Revenues as provided in the Commercial Paper Resolution.

As of the date hereof, the Town is in full compliance with the covenants set forth in the Resolution and no event of default has occurred.

All actions required to be performed by the Town with respect to the Notes have been duly performed.

TOWN OF PALM BEACH, FLORIDA

By: _____
Authorized Representative

Dated: _____, 20__

EXHIBIT D
**FORM OF ISSUING AND PAYING
AGENCY AGREEMENT**

[Separately furnished]

EXHIBIT E
FORM OF DEALER AGREEMENT

[Separately furnished]

EXHIBIT F

**FORM OF LETTER OF CREDIT
REIMBURSEMENT AGREEMENT
(AND RELATED FEE LETTER)**

[Separately furnished]

**ISSUING AND PAYING AGENCY
AGREEMENT**

between

TOWN OF PALM BEACH, FLORIDA

and

U.S. BANK NATIONAL ASSOCIATION

Dated as of July 1, 2017

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ISSUING AND PAYING AGENCY AGREEMENT

Dated as of July 1, 2017

U.S. Bank National Association
100 Wall Street, Suite 1600
New York, NY 10005
Attention: Commercial Paper Operations

Re: Issuance of Public Improvement Commercial Paper Revenue Notes, Series 2017
of the Town of Palm Beach, Florida

The Town of Palm Beach, Florida (the “**Town**”) hereby requests that U.S. Bank National Association (the “**Issuing and Paying Agent**”) act as issuing and paying agent as provided in this Agreement on behalf of the Town in connection with the issuance and payment, from time to time, of the Town’s Public Improvement Commercial Paper Revenue Notes, Series 2017 (the “**Notes**”) pursuant to the Resolution adopted by the Town Council of the Town on July 11, 2017 (the “**Commercial Paper Resolution**”). Citibank, N.A. (the “**Bank**”), has agreed to issue an irrevocable letter of credit to secure payment of the principal of and interest due on the Notes (the “**Letter of Credit**”). The Letter of Credit shall be in substantially the form of Exhibit A to the Letter of Credit and Reimbursement Agreement dated as of July 1, 2017 (as from time to time in effect, the “**Reimbursement Agreement**”) by and between the Town and the Bank. The Stated Amount of the Letter of Credit as of the date hereof is \$_____, which is the “**Maximum Stated Amount**,” representing \$22,650,000 available to be drawn with respect to principal of the Notes and \$_____ available to be drawn with respect to interest, calculated as coverage of interest at _____ percent (____%) per annum for a 365-day year for a period of 270 days.

As contemplated in Section 4(c) of this Agreement, the Issuing and Paying Agent shall further act as agent on behalf of the holders of the Notes. In all of the foregoing capacities, the Issuing and Paying Agent shall be governed by the terms and conditions of this Agreement.

Section 1. Issuance of Master Note and Notes.

(a) There will be delivered to the Issuing and Paying Agent, as Issuing and Paying Agent, at such address as the Issuing and Paying Agent may specify to us an executed Master Note (the “**Master Note**”) as defined in the Letter of Representations with respect to the Notes dated as of July __, 2017 (the “**Letter of Representations**”) among the Town, the Issuing and Paying Agent and The Depository Trust Company (“**DTC**”). The Master Note will be signed manually on behalf of the Town by an authorized officer of the Town, who shall be any one of its Mayor, Town Manager or Town Director of Finance (or any person serving in such positions in an “Acting” or “Interim” capacity by designation of the Town Council) (each, an “**Authorized Representative**”). The Issuing and Paying Agent will be furnished with incumbency certificates with respect to any officer of the Town whose signature is authorized to appear on the Master Note, together with the specimen signature of such officer.

(b) The provisions of this Section 1(b) shall apply with respect to the Notes so long as the Master Note therefor is registered to Cede & Co. or any other nominee of DTC. The Master Note shall be in substantially the form attached hereto as Exhibit A. When the Master Note is

delivered to the Issuing and Paying Agent, a Designated Person (defined in Section 1(c) of this Agreement) will acknowledge receipt by signing and returning evidence of receipt to the Town. Upon receipt by the Issuing and Paying Agent of the Master Note, a Designated Person shall authenticate such Master Note by countersigning the form of authentication certificate printed thereon. The Issuing and Paying Agent shall retain the Master Note on behalf of DTC in accordance with the terms of the Letter of Representations and the Money Market Instrument Certificate Agreement (the “**Certificate Agreement**”) between the Issuing and Paying Agent and DTC, a copy of which is attached hereto as Exhibit B.

The Master Note shall be issued in the form of a separate single authenticated fully registered note registered in the name of Cede & Co., as nominee of DTC. With respect to the Master Note and any Notes issued hereunder so long as the Master Note is registered in the name of Cede & Co., the Town and the Issuing and Paying Agent shall have no responsibility or obligation to any “**Participant**” (which means securities brokers and dealers, banks, trust companies, clearing corporations and various other entities, some of whom or their representatives own DTC) or to any “Beneficial Owner” (which means so long as the Master Note is registered in the name of Cede & Co., the person who is considered the beneficial owner of the Notes represented by such Master Note pursuant to the arrangements for book entry determination of ownership applicable to DTC) with respect to the following: (A) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Notes, (B) the delivery to any Participant, any Beneficial Owner or any other person, other than DTC, of any notice with respect to the Notes, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than DTC, of any amount with respect to the principal of or interest on the Notes. The Issuing and Paying Agent shall pay all principal of or interest on the Notes only to or upon the order of DTC as provided herein, and all such payments shall be valid and effective fully to satisfy and discharge the Town’s obligations with respect to the principal of and interest on such Notes to the extent of the sum or sums so paid. No person other than Cede & Co. shall receive an authenticated Master Note evidencing the obligation of the Town to make payments of principal of and interest on the Notes pursuant to this Agreement. Upon delivery by DTC to the Issuing and Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” in this Agreement shall refer to such new nominee of DTC.

Upon receipt by the Town and the Issuing and Paying Agent of written notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities, the Issuing and Paying Agent shall issue, transfer and exchange Notes as requested by DTC in appropriate amounts, and whenever DTC requests the Town and the Issuing and Paying Agent to do so, the Issuing and Paying Agent and the Town will cooperate with DTC in taking appropriate action after reasonable notice (A) to arrange for a substitute bond depository willing and able upon reasonable and customary terms to fulfill DTC’s obligations under the Letter of Representations and the Certificate Agreement or (B) to make available Notes registered in whatever name or names the owners transferring or exchanging such Notes shall designate.

In the event the Town determines that it is in the best interests of the Beneficial Owners that they be able to obtain physical certificates representing their interests in the Notes, the Town may so notify DTC, the Dealer and the Issuing and Paying Agent, whereupon DTC will notify the Participants of the availability through DTC of physical certificates. In such event, the Issuing and

Paying Agent shall issue, transfer and exchange physical certificates as requested by DTC in appropriate amounts and in authorized denominations. Whenever DTC requests the Town and the Issuing and Paying Agent to do so, the Issuing and Paying Agent and the Town will cooperate with DTC in taking appropriate action after reasonable notice to make available Notes registered in whatever name or names the Beneficial Owners transferring or exchanging Notes shall designate.

Notwithstanding any other provision of this Agreement to the contrary, so long as the Master Note is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of and interest on the Notes represented by the Master Note and all actions to be taken by the Issuing and Paying Agent hereunder shall be subject in all respects to the terms and provisions of the Letter of Representations and the Certificate Agreement.

The Issuing and Paying Agent shall establish and maintain registration books for the ownership of the Notes as provided in Section 2.7 of the Commercial Paper Resolution.

(c) From time to time and upon the Issuing and Paying Agent's timely receipt from an Authorized Agent (defined below) of Instructions (as defined in the next paragraph) in respect of any Notes not later than 1:00 p.m. (all references to time in this Agreement shall mean New York City time) on the date of issuance thereof, a Designated Person (defined below) shall issue Notes through DTC in the manner provided in the applicable Letter of Representations and the Certificate Agreement. The Town authorizes the Issuing and Paying Agent to accept and execute Instructions by any one or more of the employees of the Town and/or Citigroup Global Markets Inc., as dealer with respect to the Notes (the "**Dealer**"), who are designated in a certificate signed by two Authorized Representatives of the Town. Such designated persons shall be referred to collectively herein as the "Authorized Agents." On the date of execution of this Agreement and from time to time thereafter, the Issuing and Paying Agent will also be furnished with certificates from the Bank identifying officers and setting forth signatures of those persons authorized to act on behalf of the Bank (the "**Authorized Bank Officers**"). Until the Issuing and Paying Agent receives a subsequent incumbency certificate, the Issuing and Paying Agent is entitled to rely on the last such certificate delivered to the Issuing and Paying Agent for purposes of determining Authorized Agents and Authorized Bank Officers. By appropriate certificates of designation, the Issuing and Paying Agent may be requested to specify the names of the Issuing and Paying Agent's officers and employees (including specimens of their signatures) who are authorized to provide a receipt for, complete and deliver the Master Note, to receive instructions or notices from an Authorized Agent or an Authorized Bank Officer and to act for the Issuing and Paying Agent hereunder (the "**Designated Persons**"). For purposes of this Agreement, the undersigned hereby acknowledges that any Senior Vice President, Vice President, Assistant Vice President, or Corporate Trust Officer of the Issuing and Paying Agent's Corporate Trust Department shall be authorized to act hereunder on the Issuing and Paying Agent's behalf as a Designated Person.

(d) The term "**Instructions**" shall mean, for the purposes of this Agreement, a communication, purporting to be from an Authorized Agent or Authorized Bank Officer, in the form of (i) a written notice, including without limitation a facsimile transmission or (ii) a telephone call (confirmed in writing within 24 hours), and/or (iii) a transmission through an instruction and reporting communication service ("**SPANSONline**") offered by the Issuing and Paying Agent pursuant to Section 7 hereof, in each case received by the Issuing and Paying Agent at the address

specified in Section 6 hereof at or prior to 1:00 p.m., New York City time, on the day on which the Instructions are to be operative, which shall be a Business Day. Instructions from the Authorized Agent for the issuance by the Issuing and Paying Agent of Notes shall be in the form customarily used in SPANSONline or in substantially the form set forth as Exhibit C and shall include the following information with respect to each such Note: its series, date of issue, maturity date, principal amount, interest rate, purchase price therefor, and the person for whom delivery of such Note is to be made through DTC. Interest on Notes shall be calculated on the basis of actual days elapsed and a year of 365 or 366 days, as applicable. No Note shall mature later than the earlier of (i) 270 days after the date of issuance thereof and (ii) 5 days prior to the Termination Date of the Letter of Credit, and no Note shall mature on a day other than a Business Day. Each Note shall have a principal amount of not less than \$100,000 and may be issued in larger amounts in integral multiples of \$1,000, as determined by an Authorized Agent. The Notes shall be dated the date of their delivery and shall be issued through DTC in accordance with the terms of the applicable Letter of Representations and the Certificate Agreement not earlier than 10:00 a.m., New York City time, on the issue date and not later than 1:00 p.m., New York City time, on the issue date.

If the Issuing and Paying Agent, at the Issuing and Paying Agent's option, acts upon Instructions transmitted after 1:00 p.m., New York City time, on the day on which the Instructions are to be operative, the Town understands and agrees that (a) such Instructions shall be acted upon, on a best efforts basis, by the Issuing and Paying Agent pursuant to the custom and practice of the commercial paper market, and (b) the Issuing and Paying Agent makes no representations or warranties that the issuance and delivery of any Note shall be completed prior to 2:15 p.m., New York City time, or prior to the close of business on the issue date specified in the Instructions.

Any Instructions given by telephone shall be confirmed to the Issuing and Paying Agent in writing by an Authorized Agent at or prior to 1:00 p.m., New York City time, on the day on which such Instructions are to be operative. In the absence of the Issuing and Paying Agent's timely receipt of such written confirmation or in the event the Issuing and Paying Agent acts upon Instructions received after 1:00 p.m., New York City time, on the day on which the Instructions are to be operative, the Town understands and agrees that the Instructions given by telephone or received after the aforementioned 1:00 p.m., New York City time, as understood by the Issuing and Paying Agent, shall be the true and controlling Instructions for all purposes of this Agreement.

Notwithstanding anything to the contrary in this Section 1(d), the Town acknowledges that the Issuing and Paying Agent may act upon the Instructions without any duty to make any inquiry regarding the genuineness of such Instructions.

(e) The Issuing and Paying Agent shall not issue Notes on any maturity date until the Issuing and Paying Agent have made a Drawing under the Letter of Credit to pay the Notes maturing on such maturity date. Notwithstanding any Instructions received by the Issuing and Paying Agent from an Authorized Agent, the Issuing and Paying Agent shall not issue or deliver Notes pursuant to such Instructions on any day if, prior to 9:30 a.m., New York City time, on such day, the Issuing and Paying Agent shall have received Instructions from any Authorized Bank Officer or Authorized Agent to cease issuing Notes. Such Instructions may be delivered by telephone or by facsimile transmission to the telephone or telecopier numbers set forth in Section

6 or otherwise as provided in Section 6. The Issuing and Paying Agent shall immediately give notice to the Town of the receipt of any such Instructions.

In no event shall the Issuing and Paying Agent issue any Note on any date if, after (x) the issuance of such Note, (y) the crediting on such day to the Bank's Account of the proceeds received from the sale of such Note on such day and any other funds for the purpose of reimbursing Principal Drawings and Interest Drawings and repaying the applicable Bank Note and Term Note and (z) the crediting of the proceeds of any Drawing made by the Issuing and Paying Agent under the Letter of Credit on such day to the Payment Account on such day, the aggregate principal amount of Notes outstanding plus interest to accrue thereon to the maturity date thereof would exceed the Stated Amount under the Letter of Credit. The Stated Amount of the Letter of Credit at the delivery thereof is \$_____. On the date of delivery of the Letter of Credit there is no principal amount outstanding with respect to the Bank Notes or Term Notes, and the Town shall advise the Issuing and Paying Agent of each change in the outstanding principal balance of the Bank Notes or Term Notes. In making the calculations required pursuant to this paragraph, the Issuing and Paying Agent may rely on the information last delivered to the Issuing and Paying Agent by the Town with respect to the amount of the principal balance of the Bank Notes and the Term Notes that is outstanding, and the Issuing and Paying Agent shall assume, unless the Issuing and Paying Agent shall have received Instructions from the Town to the contrary, that the amount of reimbursed Principal Drawings and Interest Drawings on any day equals the aggregate amount of payments made by the Bank under the Letter of Credit honoring any demands for payment made by the Issuing and Paying Agent thereunder on such day less any amount credited to the Bank's Account on such day, and the Issuing and Paying Agent shall have no obligation to make any further investigation for purposes of such calculations.

Notwithstanding any Instructions received by the Issuing and Paying Agent from an Authorized Agent, the Issuing and Paying Agent shall not issue any Note on any day if, after (a) the issuance of such Note, (b) the crediting of the proceeds of any Drawing made by the Issuing and Paying Agent under the Letter of Credit on such day to the Payment Account (as defined in Section 2(c) below) on such day and (c) giving effect to the provisions in the Letter of Credit relating to the automatic reinstatement under specified circumstances of the Stated Amount of the Letter of Credit and the permanent reduction under specified circumstances of the Maximum Stated Amount of the Letter of Credit, the aggregate principal amount of Outstanding Notes, plus the aggregate amount of interest to accrue thereon to the date of maturity thereof, would exceed the Stated Amount of the Letter of Credit as then in effect.

Notwithstanding any Instructions received by the Issuing and Paying Agent in accordance with this Agreement, the Issuing and Paying Agent shall not issue any Notes on any day if, prior to 9:30 a.m., New York City time, on such day, the Issuing and Paying Agent shall have received notice from Locke Lord LLP ("**Locke Lord**"), bond counsel with respect to the Notes, to the effect that their opinion dated the date of initial issuance of the Notes hereunder with respect to the Notes, respectively, may no longer be relied upon. Such notice may be delivered by Locke Lord by telephone (followed by facsimile transmission) or by facsimile transmission as provided in Section 6. The Issuing and Paying Agent shall immediately give notice to the Town of the receipt of any such notice.

The Issuing and Paying Agent shall immediately give notice to the Town if any Notes for which the Issuing and Paying Agent have received Instructions under Section 1(c) are not issued pursuant to this Section 1(e).

(f) The proceeds from the issuance and sale of Notes shall be deposited in the Note Proceeds Subaccount established under Section 2(b) of this Agreement on the day such proceeds are received and shall be distributed as provided in Section 2 of this Agreement.

(g) If any Designated Person receives Instructions from an Authorized Bank Officer in the form of Annex E to the Letter of Credit notifying the Issuing and Paying Agent that the Bank is terminating the Letter of Credit, the Issuing and Paying Agent shall immediately cease issuing Notes, notwithstanding any contrary Instructions received by the Issuing and Paying Agent from any other person. Such Instructions in the form of Annex E shall be effective on a Business Day if received prior to 9:30 a.m., New York City time, on such Business Day; otherwise, such Instructions shall not be effective until the next succeeding Business Day. The Issuing and Paying Agent shall incur no liability to the Town in acting upon telephone instructions that a Designated Person believes in good faith to have been given by an Authorized Bank Officer. No further issuance of Notes shall be made by the Issuing and Paying Agent or the Town until such time as an Authorized Bank Officer shall have rescinded such Instructions and shall consent to the issuance of such Notes by a notice in writing to the Issuing and Paying Agent and the Town.

(h) In the event the Issuing and Paying Agent is instructed to deliver a Note against payment, the delivery and receipt of payment may not necessarily be completed simultaneously and the Issuing and Paying Agent are hereby authorized, subject to the limitations set forth in Sections 1(e) and (g) hereof, to deliver a Note to or for the account of the purchaser, to receive the purchaser's receipt for the delivery, and at a later time, but on the same day, after the purchaser has verified the delivery against the purchase agreement, to receive payment from the purchaser in immediately available funds of the Federal Reserve Bank of New York. So long as the Master Note is held by DTC, the Issuing and Paying Agent shall issue Notes in accordance with the terms of the Letters of Representations and the Certificate Agreement.

(i) Should the Issuing and Paying Agent be instructed to deliver any Notes against payment, and the delivery of such Notes and the receipt of payment therefor are not completed simultaneously, the Issuing and Paying Agent shall have no responsibility or liability to any party whatsoever, including the Town and the Bank, for the credit risks involved in the Issuing and Paying Agent's delivery of such Notes to those purchasers designated by the Authorized Agent, unless the Issuing and Paying Agent shall have acted in breach of this Agreement or with negligence.

(j) [Reserved.]

(k) So long as the Master Note is registered to Cede & Co., as nominee of DTC, the Town and the Issuing and Paying Agent may deem and treat DTC (acting through its nominee Cede & Co.) as the absolute owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of or on account of such Note and for all other purposes, and all such payments so made to DTC shall be valid and effectual to satisfy and discharge the liability

upon such Note to the extent of the sum or sums so paid, and neither the Town nor the Issuing and Paying Agent shall be affected by any notice to the contrary.

Section 2. Establishment of Accounts.

(a) The Issuing and Paying Agent shall establish and maintain, at the Issuing and Paying Agent's offices in New York, New York, the special purpose trust accounts and subaccounts hereinafter set forth.

(b) Refunding Account. The Issuing and Paying Agent shall establish and maintain a special purpose trust account, which account shall be designated "Town of Palm Beach 2017 Refunding Account" (the "**Refunding Account**"). The Refunding Account shall contain two subaccounts, designated the "Note Proceeds Subaccount" (the "**Note Proceeds Subaccount**") and the "Town Payments Subaccount" (the "**Town Payments Subaccount**"). The Issuing and Paying Agent shall deposit into the Note Proceeds Subaccount all proceeds received from the sale of Notes, and the Issuing and Paying Agent shall deposit into the Town Payments Subaccount all funds that the Town shall pay, or cause to be paid, to the Issuing and Paying Agent for deposit into the Refunding Account.

The Town shall have no legal, equitable or beneficial interest in the Refunding Account or the moneys on deposit therein, except to the extent that the proceeds of sales of Notes are required to be transmitted to the Town as provided in the following paragraph.

On each day that any Note is sold, the Issuing and Paying Agent shall promptly transfer from the Refunding Account to the Bank's Account (as defined in Section 2(d)) an amount of the proceeds from such sale that, together with any amounts paid by the Town for such purpose, shall be sufficient to pay any unreimbursed Principal Drawing or Interest Drawing relating to Notes maturing on such day. All other proceeds of the sales of Notes shall be transferred on the date of sale by wire transfer of immediately available funds to the Town pursuant to Instructions of an Authorized Agent for the account of the Town. All moneys in the Refunding Account shall be held by the Issuing and Paying Agent uninvested.

Upon receipt by a Designated Person from an Authorized Bank Officer of notice (which may be telephone notice and, if so, shall be promptly confirmed to the Issuing and Paying Agent in writing) that there exists an Event of Default under the Reimbursement Agreement, the Issuing and Paying Agent shall transfer money from the Refunding Accounts only pursuant to the written instructions of the Bank.

(c) Payment Account. The Issuing and Paying Agent shall establish and maintain a special purpose trust account designated "Town of Palm Beach Payment Account" (the "**Payment Account**"); and the Issuing and Paying Agent shall deposit in the Payment Account the proceeds of drawings under the Letter of Credit, as provided in Section 3 of this Agreement. No other moneys shall be deposited into the Payment Account. All funds from time to time on deposit in the Payment Account shall at all times be under the Issuing and Paying Agent's exclusive control and shall be held by the Issuing and Paying Agent, uninvested, in trust for the benefit of the holders of the Notes. Except as provided in Section 3 of this Agreement, the funds in the Payment Account shall be subject to withdrawal solely by the Issuing and Paying Agent for the purpose of effecting

payment of the Notes as provided in this Agreement until the Notes have been paid in full. The Town shall have no legal, equitable or beneficial interest in the Payment Account or the moneys on deposit therein, except as set forth in Section 3(b) of this Agreement.

(d) Bank's Account. The Issuing and Paying Agent shall establish and maintain a special purpose trust account designated "Town of Palm Beach Letter of Credit Account" (the "**Bank's Account**"). The funds deposited in the Bank's Account from time to time shall be transferred immediately to the Bank. Neither the Issuing and Paying Agent nor the Town shall have any legal, equitable or beneficial interest in the Bank's Account or the moneys on deposit therein. The Issuing and Paying Agent shall deposit in the Bank's Account amounts transferred from the Refunding Accounts pursuant to Section 2(b). All moneys in the Bank's Account shall be held by the Issuing and Paying Agent uninvested.

(e) Waiver of Setoff. The Issuing and Paying Agent hereby acknowledge that the Issuing and Paying Agent do not have and shall not at any time in the future have or exercise any banker's lien or right of setoff with respect to the proceeds received from the sale of Notes or the proceeds of any Drawing under the Letter of Credit or any other funds at any time on deposit in, or to the credit of, any account established and maintained by the Issuing and Paying Agent pursuant to this Agreement.

(f) Reports. The Issuing and Paying Agent shall provide the Town and the Bank with a statement of account setting forth all deposits to and withdrawals from the accounts established and maintained by the Issuing and Paying Agent pursuant to this Agreement during each calendar month in accordance with the Issuing and Paying Agent's customary practice on the fifth (5th) business day of each month and, in any event, promptly following the request of the Town or the Bank. In addition, the Issuing and Paying Agent shall furnish immediate telephonic advice (confirmed in writing) of the amounts on deposit in such accounts, and/or the amounts of deposits to and withdrawals from such accounts, upon the telephonic request (confirmed in writing) of the Town or the Bank.

(g) Notice of Liens. If a Designated Person receives written notice of any security interest, lien, writ, judgment, warrant of attachment, execution or similar process in or on any account established and maintained by the Issuing and Paying Agent under this Agreement (other than any thereof in favor or for the benefit of the Bank or DTC, as the owner of the Notes), the Issuing and Paying Agent will give prompt notice thereof to the Town and the Bank.

Section 3. Payment of Notes.

(a) In order to provide for the payment of the Notes at their date of maturity, the Issuing and Paying Agent shall make a Drawing on the Letter of Credit in an amount equal to the aggregate amount required to pay the principal of and interest on such Notes maturing on such date by presenting to the Bank a draft and a certificate in substantially the forms set forth as, respectively, Annex C and Annex D to the Letter of Credit.

On or before 10:00 a.m., New York City time, on the date of maturity of any Note, the Issuing and Paying Agent shall draw on the Letter of Credit and apply the proceeds to pay the maturing principal amount and interest due thereon of such maturing Notes.

(b) The Issuing and Paying Agent shall deposit the proceeds of any Drawing under the Letter of Credit made pursuant to this Section 3 in the Payment Account. The Issuing and Paying Agent shall pay each matured Note only out of funds held in the Payment Account and in accordance with the Letter of Representations. Each such payment shall be made prior to 2:15 p.m., New York City time, on a Business Day. If for any reason Notes are not paid on their maturity date, the Issuing and Paying Agent shall maintain such proceeds in the Payment Account until such Notes are paid in accordance with the Letter of Representations or the Issuing and Paying Agent are required to transfer such proceeds to the Town pursuant to Instructions of an Authorized Agent; and the Issuing and Paying Agent are hereby authorized, at any time after the 180th day following such maturity date (or, if such 180th day is not a Business Day, the next succeeding Business Day), to make such transfer upon receipt of such Instructions.

(c) After a Drawing has been made under the Letter of Credit and the proceeds of such Drawing have been deposited in the Payment Account, the Issuing and Paying Agent shall apply the amounts, if any, transferred from the Refunding Account to the Bank's Account pursuant to Section 2(b) and the amounts, if any, received from the Town for deposit in the Bank's Account, to the repayment of the Bank for the drawing made on the Letter of Credit, and the amounts transferred from the Refunding Account to the Bank's Account shall be withdrawn by the Bank and applied to the payment of the reimbursement obligations of the Town under the Reimbursement Agreement.

Section 4. The Letter of Credit.

(a) Concurrently with the Issuing and Paying Agent's execution of this Agreement, the Bank shall deliver to the Issuing and Paying Agent the Letter of Credit, substantially in the form of Exhibit A to the Reimbursement Agreement. The Letter of Credit shall identify the Issuing and Paying Agent (in its capacity as Issuing and Paying Agent) as the beneficiary thereof and shall be issued for the account of the Town to assure payment of the Notes. The Letter of Credit shall be irrevocable and shall be issued in a Stated Amount equal to the amount set forth in the first paragraph of this Agreement with respect to the Letter of Credit (the "**Stated Amount**"). The Issuing and Paying Agent shall make Drawings under the Letter of Credit pursuant to Section 3 of this Agreement. Such Drawings shall be made in accordance with the terms of the Letter of Credit. The Issuing and Paying Agent shall immediately notify the Town of any dishonor of or failure to reinstate the Letter of Credit by the Bank upon receipt of notice thereof.

(b) In accordance with the provisions of the Reimbursement Agreement, the Letter of Credit and the Commercial Paper Resolution, from time to time the Town may cause to be delivered to the Issuing and Paying Agent (x) an amended or substitute Letter of Credit issued by the Bank in the form of the Letter of Credit initially delivered hereunder which may bear a different Stated Amount (but not in excess of the Maximum Stated Amount) and/or a later Letter of Credit Expiration Date than the Letter of Credit then in effect or (y) a substitute Letter of Credit issued by a bank other than the Bank. In the event that the Stated Amount of such amended or substituted Letter of Credit shall be sufficient to permit Drawings to pay all principal and interest, respectively, on all Notes then outstanding (after giving effect to the payment of any Notes maturing on the date of delivery of the Letter of Credit and the issuance of any Notes to be issued on such date), the Issuing and Paying Agent shall retain the amended or substitute Letter of Credit and shall return to the Bank for cancellation the Letter of Credit being amended or replaced thereby. Except

following payment in full of all outstanding Notes, the Issuing and Paying Agent shall not return the Letter of Credit to the Bank for cancellation except as contemplated in this Section 4(b).

(c) It is understood and agreed by the parties hereto that the provisions of this Agreement relating to the Letter of Credit are intended to provide for payment in full of the Notes at their maturity. Accordingly, the parties hereto specifically acknowledge that in actions taken by the Issuing and Paying Agent as beneficiary of the Letter of Credit the Issuing and Paying Agent shall not be acting as an agent of the Town but shall be acting as agent on behalf of the holders of the Notes.

(d) The Letter of Credit may be transferred by the Issuing and Paying Agent in accordance with the provisions set forth in the Letter of Credit.

Section 5. Indemnity Provisions.

From and at all times after the date of this Agreement, Town shall, to the fullest extent permitted by Florida law, indemnify and hold harmless Bank and each director, officer, employee, attorney, agent and affiliate of Bank (collectively, the "Indemnified Parties") against any and all actions, claims (whether or not valid), losses, damages, liabilities, penalties, costs and expenses of any kind or nature (including without limitation reasonable attorneys' fees, costs and expenses) incurred by or asserted against any of the Indemnified Parties, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, including without limitation the Town, any Dealer or any purchaser of Notes, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance in connection with this Agreement or any transactions contemplated herein, whether or not any such Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; provided, however, that no Indemnified Party shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have been directly caused solely from the negligence or willful misconduct of such Indemnified Party. Town further agrees to indemnify each Indemnified Party for all documented costs, including without limitation reasonable attorney's fees, incurred by such Indemnified Party in connection with the enforcement of Town's indemnification obligations hereunder. Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by Town. The foregoing indemnity includes, but is not limited to, (a) any action taken or omitted to be taken by Bank or any of Bank's officers or employees upon written, facsimile, telephonic or other electronically transmitted instructions received by Bank from, or believed by Bank to have been given by, the proper person or persons, (b) Bank's improperly executing or failing to execute any instruction because of unclear instructions, failure of communications media or any other circumstances beyond Bank's reasonable control, and (c) the actions or inactions of DTC or its nominees. The obligations of Town under this Section 5 shall survive any termination of this Agreement and the resignation or removal of Bank.

Section 6. Notices.

Instructions hereunder shall be (a) mailed, (b) telephoned, (c) transmitted by facsimile device, and/or (d) transmitted via SPANSONline to the Issuing and Paying Agent at the address, telephone number, and/or facsimile number specified below and shall be deemed delivered upon actual receipt by the Issuing and Paying Agent's Corporate Trust Department at the address, telephone number, and/or facsimile number specified below:

U.S. Bank National Association
(Address for physical delivery)
100 Wall Street, 16th Floor
New York, NY 10005
Attention: Commercial Paper Operations
Telephone: (212) 951-8508
Telecopy:

(Mailing address)
100 Wall Street, Suite 1600
New York, NY 10005
Attention: Beverly A. Feeney
Telephone: (212) 951-6993
Telecopy: (212) 509-3384

Except as otherwise provided herein, all Instructions, notices and other communications to be given to any party hereto shall be in writing and shall be personally delivered, or sent by recognized overnight courier, or sent by certified mail, postage prepaid and return receipt requested, or by facsimile transmission, and (except for notices to the Issuing and Paying Agent which shall be deemed given only when received) shall be deemed to be given for purposes of this Agreement on the day when delivered or sent (except if sent by certified mail they shall be deemed given on the fifth day after the day on which mailed) to the intended party at its address or telecopier number specified below (or as such party may specify to the other parties in writing):

The Issuing and Paying Agent: U.S. Bank National Association
(Address for physical delivery)
100 Wall Street, 16th Floor
New York, NY 10005
Attention: Commercial Paper Operations
Telephone: (212) 951-8508
Telecopy:

(Mailing address)
100 Wall Street, Suite 1600
New York, NY 10005
Attention: Beverly A. Feeney
Telephone: (212) 951-6993

Telecopy: (212) 509-3384

The Town: Town of Palm Beach, Florida
360 South County Road
Palm Beach, Florida 33480
Attention: Jane Struder
Town Finance Director
Telephone: (561) 835-4724
Telecopy: (561) 838-5417

with a copy to:

Thomas G. Bradford, Town Manager
Telephone: (561) 838-5410
Telecopy: (561) 838-5411

The Bank: Citibank, N.A.

The Dealer: Citigroup Global Markets Inc.
388 Greenwich Street, 8th Floor
New York, NY 10013
Attention: Rebekah McGuire
Telephone: (212) 723-5577
Telecopy: (212) 723-8939

If the Notes have received a rating from Standard & Poor's Ratings Group ("**S&P**") and/or Moody's Investors Services ("**Moody's**"), the Town shall provide S&P and/or Moody's with prompt written notice prior to or concurrent with the effective date of (a) the appointment of a successor Issuing and Paying Agent, (b) the appointment of a successor Dealer, (c) any amendment to this Agreement, (d) the permanent cessation of the issuance of Notes for any reason, including the termination of the commercial paper program established by the Commercial Paper Resolution, (e) the extension of the Letter of Credit Termination Date, or (f) the issuance of a substitute Letter of Credit by a bank other than the Bank. Any notice to S&P shall be sent to Standard & Poor's Ratings Group, 55 Water Street, New York, New York 10041. Any notice to Moody's shall be sent to Moody's Investors Service, 99 Church Street, New York, New York 10007.

Section 7. SPANS Online

(a) Town and each Authorized Representative may use the U.S. Bank Securities Processing Automated Notes System Online (“SPANS Online”) instruction and reporting communication service to transmit instructions to Bank or obtain reports with respect to the Notes. Town may, by separate agreement between Town and one or more of its Authorized Representatives, authorize the Authorized Representative to directly access SPANS Online for the purposes of transmitting instructions to Bank or obtaining reports with respect to the Notes. Town acknowledges that (i) some or all of the services utilized in connection with SPANS Online are furnished by SS&C Technologies, Inc. (“SS&C”), (ii) SPANS Online is provided to Town “AS IS” without warranties or representations of any kind whatsoever, and (iii) SPANS Online is proprietary and confidential property disclosed to Town in confidence and may be utilized only on the SPANS Online Terms and Conditions as set forth in the SPANS Online website and for purposes set forth in this Agreement.

(b) To permit the use of SPANS Online to transmit instructions and/or obtain reports with respect to the Notes, Bank will supply Town with a customer identification number and initial passwords. Town may thereafter change its passwords directly through SPANS Online. Town will keep all information relating to its identification number and passwords strictly confidential and will be responsible for the maintenance of adequate security over its customer identification number and passwords. Instructions transmitted over SPANS Online and received by Bank pursuant to this Agreement shall be deemed conclusive evidence that such instructions are correct and complete and that the issuance or redemption of the Notes directed thereby has been duly authorized by Town.

Section 8. Definitions.

Except as otherwise provided in this Agreement, all capitalized terms not defined in this Agreement shall have the meanings given to those terms in the Commercial Paper Resolution, the Reimbursement Agreement or the Letters of Representations. The locations of capitalized terms defined in this Agreement are as follows:

<u>Terms</u>	<u>Location</u>
“Authorized Agents”	Section 1(c)
“Authorized Bank Officer”	Section 1(c)
“Authorized Representative”	Section 1(b)
“Bank”	First paragraph
“Bank Note”	Reimbursement Agreement
“Bank's Account”	Section 2(d)
“Beneficial Owner”	Section 1(b)
“Business Day”	Reimbursement Agreement
“Certificate Agreement”	Section 1(b)
“Commercial Paper Resolution”	First paragraph
“Dealer”	Section 1(c)
“Designated Persons”	Section 1(c)
“DMA”	Section 7

<u>Terms</u>	<u>Location</u>
“Drawing”	Reimbursement Agreement
“DTC”	Section 1(a)
“DTI”	Section 7
“Federal Funds Rate”	Reimbursement Agreement
“Interest Drawings”	Reimbursement Agreement
“Instructions”	Section 1(d)
“Issuing and Paying Agent”	First paragraph
“Letter of Credit”	First paragraph
“Letters of Representations”	Section 1(a)
“Locke Lord”	Section 1(e)
“Master Note”	Section 1(a)
“Maximum Stated Amount”	First paragraph
“Note Proceeds Subaccount”	Section 2(b)
“SPANS Online”	Section 1(d)
“Notes”	First paragraph
“Participant”	Section 1(b)
“Payment Account”	Section 2(c)
“Principal Drawings”	Reimbursement Agreement
“Rating Agency”	Section 9(c)
“Refunding Account”	Section 2(b)
“Reimbursement Agreement”	First paragraph
“Stated Amount”	Reimbursement Agreement
“Term Note”	Reimbursement Agreement
“Termination Date”	Reimbursement Agreement
“Town”	First paragraph
“Town Payments Subaccount”	Section 2(b)
“Unpaid Drawing”	Reimbursement Agreement

Section 9. Miscellaneous Provisions.

(a) The Town hereby warrants and represents to the Issuing and Paying Agent, which shall be a continuing warranty and representation, that this Agreement and the Master Note are and all Notes hereafter issued by U.S. Bank National Association as Issuing and Paying Agent pursuant to this Agreement will be duly authorized, executed and delivered by the Town and are enforceable against the Town in accordance with their respective terms.

(b) This Agreement (except as provided in Section 5 of this Agreement) and the authority granted hereunder may be terminated by the Issuing and Paying Agent or the Town at any time upon at least 30 days’ written notice. Such notice shall establish a termination date. Any termination under this paragraph shall take effect under this Agreement only upon satisfaction of the following conditions: (i) a successor issuing and paying agent shall have been appointed by the Town as hereinafter provided and such successor issuing and paying agent shall have accepted such appointment; (ii) the new Payment Account, Bank’s Account and Refunding Account have been established by such successor; (iii) all Notes then held by the Issuing and Paying Agent for the Town’s account for safekeeping have been delivered to or upon the order of the Town; (iv) all

funds on deposit in, or to the credit of, the respective accounts maintained by the Issuing and Paying Agent hereunder have been remitted to such successor for deposit in the corresponding new accounts established by such successor; and (v) the Letter of Credit has been transferred by the Bank to such successor. Any successor issuing and paying agent shall provide the Bank with its address and telephone and telecopier numbers.

In the event that no appointment of a successor issuing and paying agent shall have been made by the Town pursuant to the foregoing provisions of this Section 9(b) within 30 days after written notice of the Issuing and Paying Agent's resignation shall have been given to the Town, the Issuing and Paying Agent may apply to any court of competent jurisdiction for the appointment of a successor issuing and paying agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor issuing and paying agent. In the event that such an application is made, the Town shall be liable, to the extent authorized by law, to the Issuing and Paying Agent for all actual and reasonable attorneys' fees incurred by the Issuing and Paying Agent in connection with such judicial application for the appointment of a successor issuing and paying agent. No successor issuing and paying agent shall be appointed unless such successor issuing and paying agent shall have trust powers, shall be a member of the Federal Reserve System, shall be authorized to accept deposits and create overdrafts, shall be a DTC Participant and shall have at the time of appointment capital, surplus and undivided profits of not less than \$100,000,000. Any successor issuing and paying agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the Town an instrument in writing accepting such appointment hereunder and thereupon such successor issuing and paying agent, without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor, but such predecessor shall, nevertheless, on the written request of such successor issuing and paying agent or the Town, execute and deliver an instrument transferring to such successor issuing and paying agent all the estates, properties, rights, powers and trusts of such predecessor hereunder, and every predecessor issuing and paying agent shall deliver all cash, accounts, records and documents held by it to its successor. Should any transfer, assignment or instrument in writing from an Authorized Agent be required by any successor issuing and paying agent for more fully and certainly vesting in such successor issuing and paying agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor issuing and paying agent, any such transfer, assignment and instrument in writing shall, on request, be executed, acknowledged and delivered by such Authorized Agent.

This Agreement shall further terminate (except as provided in Section 5 of this Agreement) upon receipt by the Issuing and Paying Agent of irrevocable Instructions from the Town that no further Notes shall be issued by the Issuing and Paying Agent under this Agreement and when (i) the Issuing and Paying Agent have paid the last maturing Notes, (ii) all amounts owing to the Issuing and Paying Agent hereunder shall have been paid and (iii) the Issuing and Paying Agent shall have transferred to the appropriate parties as directed by Instructions from the Town all funds held in the Refunding Accounts, the Payment Account and the Bank's Account established under this Agreement.

(c) This Agreement may be supplemented, modified or amended if such supplement, modification or amendment is in writing and signed by the Issuing and Paying Agent and the Town and, so long as the Letter of Credit is outstanding, is consented to in writing by the Bank. No supplement, modification or amendment shall adversely affect the rights of holders of Notes at the

time issued and unpaid. The Town shall send or cause to be sent to each Nationally Recognized Statistical Rating Organization (each, a “**Rating Agency**”) then maintaining a rating on the Notes a copy of any such supplement, modification or amendment.

(d) In acting with respect to the Letter of Credit, and generally in acting under Sections 3 and 4 hereof, the Issuing and Paying Agent will be required by the Town and the Bank to perform only such duties as are specifically set forth in (i) said Sections 3 and 4 hereof, (ii) the Letter of Credit itself and (iii) the applicable law of the State of Florida and State of New York as in effect from time to time. The Issuing and Paying Agent shall not be liable to the Town or the Bank except for negligence or willful misconduct in the performance of said duties and obligations. The Issuing and Paying Agent undertakes to perform such duties and only such duties as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Issuing and Paying Agent. Without limitation of the foregoing, the Issuing and Paying Agent shall not condition the making by the Issuing and Paying Agent of any drawing under the Letter of Credit on the Town or any other Person providing the Issuing and Paying Agent additional consideration or indemnity with respect thereto.

(e) Except as otherwise provided in Sections 3 and 4 hereof the Issuing and Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and shall not be responsible for such acts of such agents or attorneys appointed with due care hereunder.

(f) The Issuing and Paying Agent may consult with legal counsel regarding matters arising under this Agreement and shall not be liable for any action taken in good faith in reliance upon the advice of such counsel given prior to such action.

(g) Except as otherwise expressly provided herein, whenever, in the administration of this Agreement, the Issuing and Paying Agent shall deem it necessary that a matter be proved or established prior to suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of an Authorized Agent or an Authorized Bank Officer, as appropriate, and such certificate shall be full warranty to the Issuing and Paying Agent for any action taken, suffered or omitted under the provisions of this Agreement upon the faith thereof.

(h) The Town agrees to pay the fees, including reasonable counsel fees and expenses, for the Issuing and Paying Agent’s services hereunder as shall be mutually agreed upon between the Town and the Issuing and Paying Agent. The Town also agrees to reimburse the Issuing and Paying Agent for all reasonable fees, expenses, disbursements, and advances incurred or made in connection with this Agreement, including reasonable counsel fees and expenses. The Bank shall not have any responsibility or liability for the payment of any such fees, including, without limitation, any fees and expenses incurred by the Bank with respect to any Accounts established hereunder.

(i) The Town agrees that it shall not enter into any amendment or modification of the Reimbursement Agreement that affects the Issuing and Paying Agent’s rights, duties or immunities hereunder or under the Letter of Credit without the Issuing and Paying Agent’s prior written consent.

(j) The Issuing and Paying Agent shall give or cause to be given to the Noteholders (it being understood that so long as the Notes are in book-entry form the only registered owner will be Cede & Co.) and to each Rating Agency then maintaining a rating on the Notes notice of (i) a change in the identity of the Dealer or the Issuing and Paying Agent, (ii) any amendment to the Commercial Paper Resolution, the Reimbursement Agreement, the Dealer Agreement or this Agreement, (iii) any extension of the Termination Date under the Letter of Credit, (iv) the termination of the Letter of Credit prior to its stated Termination Date, (v) any amendment of or replacement or substitution for the Letter of Credit, (vi) the termination or expiration of the Letter of Credit and (vii) receipt by the Issuing and Paying Agent of Instructions or other notice to cease issuing Notes pursuant to Section 1(e) or 1(g) hereof. In addition, the Letter of Credit shall not be replaced or substituted for by a letter of credit or other financial guaranty issued by any entity other than the Bank unless fifteen (15) days' prior notice thereof shall have been given to the Noteholders (it being understood that so long as the Notes are in book-entry form the only registered owner will be Cede & Co.) and to each Rating Agency then maintaining a rating on the Notes secured by the Letter of Credit.

(k) The obligations of the Issuing and Paying Agent under this Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York. The obligations of the Town under this Agreement shall be governed by, and construed in accordance with the internal laws of the State of Florida.

(l) This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof. All prior agreements, understandings, representations, statements, promises, inducements, negotiations and undertakings and all existing contracts previously executed between said parties with respect to said subject matter are superseded hereby.

(m) This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

[The remainder of this page has been intentionally left blank.]

If the foregoing correctly and fully sets forth our agreement with respect to the matters to which it pertains, please sign and return to us the enclosed copies of this letter.

Very truly yours,

TOWN OF PALM BEACH, FLORIDA

By: _____
Name:
Title:

Acknowledged and Agreed:

U.S. BANK NATIONAL ASSOCIATION.
as Issuing and Paying Agent

By: _____
Name:
Title:

Form of Master Note

No. 1

**UNITED STATES OF AMERICA
STATE OF FLORIDA
TOWN OF PALM BEACH
Public Improvement Commercial Paper Revenue Note, Series 2017**

[Date]

The Town of Palm Beach, a municipal corporation of the State of Florida (the “Town”), for value received, hereby promises to pay from Pledged Revenues, hereinafter mentioned, to CEDE & CO., as nominee of The Depository Trust Company, or to registered assigns the principal amount, together with accrued interest thereon, on the maturity date of each obligation identified on the records of the Town (the “Underlying Records”) as being evidenced by this Master Note (hereinafter, the “Note”), which Underlying Records are maintained by U.S. Bank National Association (the “Issuing and Paying Agent”). Interest shall be calculated at the rate and according to the calculation convention specified on the Underlying Records. Payments shall be made by wire transfer to the registered owner from the Issuing and Paying Agent without the necessity of presentation and surrender of this Note.

At the request of the registered owner, the Town shall promptly issue and deliver one or more separate note certificates evidencing each obligation evidenced by this Note. As of the date any such note certificate or certificates are issued, the obligations that are evidenced thereby shall no longer be evidenced by this Note.

Unless this Note is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Town or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of CEDE & CO. or in such other name as is requested by an authorized representative of DTC (and any payment is made to CEDE & CO. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

This Note is given for money borrowed for the use of the Town under authority of applicable law. This Note constitutes a valid and binding special obligation of the Town issued under the Florida Constitution, Chapter 166 of the Florida Statutes, as amended and supplemented, the Charter of the Town, as amended and supplemented, and other applicable provisions of law, and is payable solely from Pledged Revenues as provided in the Commercial Paper Resolution of the Town adopted by the Town Council of the Town on July 11, 2017.

TOWN OF PALM BEACH, FLORIDA

By _____

Not Valid Unless Countersigned for Authentication by Paying Agent.

COUNTERSIGNED
For Authentication Only

U.S. BANK NATIONAL ASSOCIATION,
as Issuing and Paying Agent

By _____
Authorized Signature

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

(Name, Address and Taxpayer Identification Number of Assignee)

the Note and all rights thereunder, hereby irrevocably constituting and appointing
_____ attorney to transfer said Note on the books of Town with
full power of substitution in the premises.

Dated:

Signature(s) Guaranteed:

Notice: The signature on this assignment must
correspond with the name as written upon the face of
this Note, in every particular, without alteration or
enlargement or any change whatsoever.

EXHIBIT B

[Form of Certificate Agreement]

[to come from U.S. Bank National Association]

Form of Instructions from Town to Issuing and Paying Agent

[Date]

U.S. Bank National Association
100 Wall Street, Suite 1600
New York, NY 10005
Attention: Commercial Paper Operations

Re: Issuance of Public Improvement Commercial Paper Revenue Notes, Series 2017 (the “Notes”) of the Town of Palm Beach, Florida (the “Town”)

Reference is made to the Issuing and Paying Agency Agreement dated as of July 1, 2017, as amended (the “Issuing and Paying Agency Agreement”) between the Issuing and Paying Agent and the Town. Terms defined in the Issuing and Paying Agency Agreement and not otherwise defined herein are used herein with the meanings so defined.

Pursuant to Section 1(d) of the Issuing and Paying Agency Agreement, the undersigned hereby instructs the Issuing and Paying Agent to issue and deliver Notes of the Town with terms as follows:

Date of Issue:

Maturity Date:

Principal Amount:

Interest Rate:

Purchase Price:

Deliver to:

By giving these instructions, the Town hereby incorporates the representations and warranties of the Commercial Paper Resolution, the Reimbursement Agreement and the Issuing and Paying Agency Agreement and advises the Issuing and Paying Agent that such representations and warranties are true as of the date hereof.

Very truly yours,

TOWN OF PALM BEACH, FLORIDA

By _____

Name:

Title:

cc: [Bank]

EXHIBIT D

[Form of DTC Representation Letter]
[to come from DTC]

COMMERCIAL PAPER DEALER AGREEMENT

This Commercial Paper Dealer Agreement (the “Agreement”) is dated as of July __, 2017, between the TOWN OF PALM BEACH (the “Issuer”), a municipal corporation in the County of Palm Beach, State of Florida (“State”) duly organized and validly existing under the Florida Constitution; the Town Charter of the Town as amended and supplemented; Chapter 166, Florida Statutes, as amended and supplemented; and other applicable provisions of law (collectively, “Enabling Act”) and CITIGROUP GLOBAL MARKETS INC. (the “Dealer”), as dealer of the Notes (as defined below) in connection with the offer and sale of the Notes referred to in this Agreement and issued pursuant to the Authorizing Resolution No. __-2017, duly adopted by the Issuer (the “Resolution”) and the Issuing and Paying Agency Agreement dated as of July __, 2017 (as amended from time to time, the “Issuing and Paying Agency Agreement”), between the Issuer and The Bank of New York Mellon Trust Company, N.A. (the “Issuing and Paying Agent”).

Section 1. Agreement to Sell Notes. (a) Appointment of the Dealer. The Issuer hereby requests the Dealer to act on the terms and conditions specified herein, for the offer and sale from time to time of short-term promissory notes (the “Notes”) to be issued by the Issuer and offered and sold in the U.S. commercial paper market supported by an irrevocable direct pay letter of credit (the “Letter of Credit”) provided by Citibank, N.A. (the “Bank”), pursuant to the Letter of Credit Reimbursement Agreement dated as of July __, 2017 (as amended from time to time, the “Credit Agreement”) by and between the Bank and the Issuer. On the basis of the representations and warranties herein contained, but subject to the conditions hereinafter stated, the Dealer will use its best efforts to offer and sell the Notes in one or more installments in the aggregate maturing amount of up to \$[22,650,000] of behalf of the Issuer as hereinafter provided.

(b) Sale of Notes. The Notes will be issued by the Issuer either (i) as book-entry obligations represented by one or more master notes and recorded in the electronic book entry system maintained by The Depository Trust Company or any other clearing corporation (each a “Clearing Corporation”) within the meaning of Section 8-102(3) of the Uniform Commercial Code in accordance with the terms of the letter of representations among the Issuer, the Issuing and Paying Agent and the Clearing Corporation (the “Clearing Corporation Letter of Representations”) a copy of which is attached hereto as Exhibit I, or (ii) as physical certificated notes delivered to the purchaser thereof or a person designated by such purchaser. The Dealer agrees to offer and sell the Notes, as the Issuer’s dealer, to institutional investors and other entities and individuals who normally purchase commercial paper in the United States commercial paper market. The Notes will (i) be sold in minimum denominations of \$100,000 and multiples of \$1,000 in excess thereof; (ii) mature on a Business Day not later than the earlier of (x) 270 days from the date of issuance and (y) 5 days prior to the termination of the Letter of Credit; (iii) have no extension, renewal or automatic rollover provisions; and (iv) be rated in one of the two highest rating categories by three nationally recognized statistical rating organizations. Pursuant to [Section 1(c)] of the Issuing and Paying Agency Agreement, the Dealer will provide (a) notice in the event of an unsuccessful remarketing by [12:00 noon, New York City time], on the date of maturity of any Note or (b) “Instructions” (as defined in and in accordance with [Section 1(d)] of the Issuing and Paying Agency Agreement) to the Issuing and Paying Agent not later than [1:00 p.m., New York City time], on the date of issuance of any Note. If a notice of failed remarketing has not been delivered as provided above, then the Dealer will deliver the proceeds of the remarketing of such Note to the Issuing and Paying Agent before [2:30

p.m., New York City time], on such day. With respect to the sale of the Notes, the proceeds of which will be applied to pay principal of or interest on maturing Notes of the same Series (“Rollover Notes”), unless the Issuer has previously provided Instructions, the Dealer shall sell such Rollover Notes with an interest rate or rates and a maturity or maturities, subject to the provisions of the Transaction Documents (as defined below), as, in the Dealer’s judgment, will be most economically advantageous to the Issuer, having due regard for the market conditions at the time of such sale.

Section 2. Representations and Warranties of the Issuer. The Issuer represents and warrants to the Dealer:

(a) The Issuer is a municipal corporation in the County of Palm Beach, Florida with the full legal right, power, and authority to enter into (i) this Agreement, (ii) the Issuing and Paying Agency Agreement, (iii) the Clearing Corporation Letter of Representations, (iv) the Credit Agreement (this Agreement, the Issuing and Paying Agency Agreement, the Clearing Corporation Letter of Representations and the Credit Agreement hereinafter, collectively, the “Transaction Documents”); to adopt the Resolution in connection with the issuance and sale of the Notes; to issue and sell the Notes; to deliver the Notes to the Dealer as provided herein; and to carry out and consummate all other transactions described in the Transaction Documents.

(b) By official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly adopted the Resolution, has duly authorized and approved the execution and delivery of and the performance by the Issuer of the obligations contained in the Notes and the Transaction Documents; and the Transaction Documents have been duly and validly executed and delivered by the Issuer and constitute (and the Notes when validly executed, authenticated, and delivered in accordance with the Resolution and the Issuing and Paying Agency Agreement will constitute) legal, valid, and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms, except for bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors’ rights heretofore or hereafter enacted and to general principals of equity, and are entitled to the benefits of the Resolution;

(c) The Issuer is not in breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, note, resolution, agreement, or other instrument to which the Issuer is a party or is otherwise subject that would have a material and adverse effect upon the business or financial condition of the Issuer; and the execution and delivery of the Transaction Documents by the Issuer and the execution and delivery of the Notes and the adoption of the Resolution by the Issuer and compliance with the provisions of each thereof will not violate or constitute a breach of or default under any existing law, administrative regulation, judgment, decree, or any agreement or other instrument to which the Issuer is a party or is otherwise subject;

(d) All approvals, consents, and orders of any governmental entity or agency having jurisdiction of any matter that would constitute a condition precedent to the performance by the Issuer of its obligations to sell and deliver the Notes hereunder will have been obtained prior to the date hereof;

(e) The Offering Memorandum (as defined below) does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that this representation does not apply to information in the Offering Memorandum that was provided by the Dealer about the Dealer and information provided by the Bank about the Bank; and

(f) To the knowledge of the Issuer, no litigation is pending or threatened in any court affecting the existence of the Issuer, the title of its officers to their respective offices, or seeking to restrain or enjoin the issuance or delivery of the Notes or in any way contesting or affecting the validity or enforceability of the Notes, the Resolution, the Transaction Documents, or contesting the powers of the Issuer, or any authority for the Notes, the Resolution, or the Transaction Documents, or contesting in any way the completeness or accuracy of the Offering Memorandum (hereinafter described) or materially and adversely affecting the financial condition of the Issuer.

Section 3. Covenants. The Issuer agrees with the Dealer that:

(a) Prior to the issuance of the Notes, the Issuer will furnish to the Dealer one or more opinions of counsel (i) to the effect that the Notes are exempt from registration under Section 3(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”) and (ii) as to such other matters as the Dealer may reasonably request;

(b) Prior to the issuance of the Notes, the Issuer will cause the Bank to furnish to the Dealer an opinion of counsel (i) to the effect that the Notes as backed by the Letter of Credit are exempt from registration under Section 3(a)(2) of the Securities Act, (ii) the Letter of Credit is a legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, and (iii) as to such other matters as the Dealer may reasonably request;

(c) Each issuance of Notes by the Issuer shall be deemed a representation and warranty by the Issuer to the Dealer, as of the date thereof, that the representations and warranties of the Issuer contained herein are true and correct as if made on and as of such date;

(d) The Issuer shall furnish or shall use best efforts to cause the Bank to furnish, as the case may be, to the Dealer such information as the Dealer may reasonable request regarding (i) the Issuer’s and the Bank’s operations and financial condition, (ii) the due authorization and execution of the Notes, (iii) the Issuer’s ability to pay the Notes as they mature, (iv) any amendment to the Letter of Credit issued by the Bank, and (v) the Bank’s ability to perform its obligations under the Letter of Credit; and

(e) The Issuer will cooperate with the Dealer in arranging for the qualification of the Notes for sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Dealer may designate, and will use its best efforts to continue such qualifications in effect so long as the Notes are being offered by the Dealer; provided, however, that the Issuer will not be required to execute a special or general consent to service of process or qualify to do business in connection with any such

qualification in any jurisdiction and the Issuer shall incur no cost or expense in connection with the action taken under this subsection 3(e).

Section 4. Offering Memorandum.

(a) The Issuer shall prepare of cause to be prepared for distribution to investors and potential investors in the Notes an Offering Memorandum containing material information about the Issuer and the Notes. The Issuer shall be responsible for retaining such counsel or advisors as it believes necessary to assure itself that the Offering Memorandum contains all material information necessary to comply with the disclosure requirements of applicable federal and state securities laws. As long as the Issuer files annually financial information, operating data and notices of certain events with the Electronic Municipal Market Access (“EMMA”) system of the Municipal Securities Rulemaking Board (“MSRB”), the Issuer shall not be required to update the Offering Memorandum unless a substitute Letter of Credit securing the Notes is issued in accordance with the Resolution, but may instead incorporate such filings by reference. If the Issuer ceases to annually file financial information, operating data and notices of certain events with EMMA pursuant to a continuing disclosure agreement entered into in satisfaction of the requirements of Rule 15c2-12 of the Securities Exchange Commission, then the Issuer shall update the Offering Memorandum on an annual basis or more often as necessary to reflect information material to investors in the Notes. Copies of each updated Offering Memorandum shall be promptly delivered to the Dealer in reasonable quantity for delivery to holders or potential holders of the Notes.

(b) After the date of this Agreement, the Issuer shall promptly notify the Dealer by telephone (which shall promptly be confirmed in writing) of (i) any fact or occurrence as a result of which (x) the Offering Memorandum would be or become misleading or (y) any representation or warranty of the Issuer under the Transaction Documents would become false or misleading; and (ii) any filing with EMMA (or if the Issuer is no longer required to provide information to EMMA under a continuing disclosure agreement, then the Issuer shall promptly provide notice of events required to be disclosed under Rule 15c2-12, assuming for purposes of this clause (ii) that the event notice provisions of paragraph (b)(5)(i)(C) of Rule 15c2-12 apply to the Notes).

(c) The Issuer shall furnish the Dealer copies of any published reports and financial statements relating to the financial affairs and conditions of the Issuer and such additional information concerning the operations and financial condition of the Issuer, as the Dealer may from time to time reasonably request.

Section 5. Compensation and Expenses. (a) As compensation to the Dealer hereunder, the Issuer agrees to pay the Dealer [0.____%] per annum, paid in arrears quarterly, on the average daily balance of outstanding Notes for such quarter.

(b) The Dealer shall be under no obligation to pay, and the Issuer shall pay, any expenses incident to the performance of the Issuer’s obligations hereunder, including but not limited to: (i) the cost of the preparation and printing of the Notes; (ii) the fees and expenses of Bond Counsel of Issuer; (iii) the fees and disbursements of the Issuer’s

accountants, advisers, and any other experts or consultants retained by the Issuer; (iv) the costs and expenses described in the Credit Agreement; and (v) fees for bond ratings and any travel or other expenses of the Issuer incurred incident thereto.

(c) The Dealer shall pay: (i) all advertising expenses in connection with the offering of the Notes; (ii) the cost of the preparation and distribution of this Agreement; (iii) the cost of printing and distributing the Offering Memorandum; and (iv) all other expenses incurred by it in connection with its offering and distribution of the Notes, except the fees and expenses described in subsection 5(a) and (b) above.

Section 6. Dealer May Own Notes. The Dealer, in its individual capacity, either as principal or agent, may buy, sell, own, hold, and deal in any of the Notes, and may join in any action that any holder of Notes may be entitled to take, with the effect as if it did not act in any capacity hereunder. The Dealer in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Issuer and may act as depository, trustee, or agent for any committee or body of holders of Notes or other obligations of the Issuer as freely as if it did not act in any capacity hereunder.

Section 7. Indemnification and Equitable Contribution. (a) The Issuer assumes liability for, and will indemnify and hold the Dealer harmless from and against any liabilities, claims, damages, costs, and expenses (including reasonable legal fees and expenses) (collectively “Liabilities”) arising out of or in connection with the issue and sale of the Notes, including without limitation, Liabilities arising out of or related to an actual or alleged untrue statement of a material fact contained on the Offering Memorandum or any actual or alleged omission of a material fact necessary in order to make any statement contained in the Offering Memorandum, in light of the circumstances in which such statements were made, not misleading; provided, however, that the foregoing indemnity shall not extend to any Liabilities to the extent they arise from (i) an actual or alleged untrue statement of a material fact contained in the Offering Memorandum or any actual or alleged omission of a material fact necessary in order to make any statement contained in the Offering Memorandum, in light of the circumstances in which such statements were made, not misleading, in materials provided by the Dealer, or (ii) from the gross negligence or willful misconduct of the Dealer in the performance or failure to perform its obligations hereunder.

(b) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in subparagraph (a) of this Section 7 is for any reason (other than those set forth in the proviso clause of subparagraph (a) of this Section 7) held to be unavailable to the Dealer, the Issuer and the Dealer shall contribute to the aggregate Liabilities to which the Issuer and the Dealer may be subject, in such proportion that the Dealer shall be responsible for that percentage of such Liabilities equal to the percentage that any fees and commissions payable to the Dealer bears to the aggregate of the Notes sold and the balance of such Liabilities shall be the responsibilities of the Issuer; provided that no person guilty of fraudulent misrepresentation (within the meaning of Section 2(f) of the Securities Act shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

Section 8. Amendments. (a) The Issuer covenants not to amend the Resolution or to consent to any amendment of the Credit Agreement insofar as any such document relates to this Agreement or the rights and duties of the Dealer without the prior written consent of the Dealer.

(b) This Agreement may not be amended except by a writing signed by both of the parties hereto.

Section 9. Termination. Either the Dealer or the Issuer may terminate this Agreement with thirty (30) days' prior written notice to the other, with a copy provided to the Issuing and Paying Agent. No such termination shall affect the rights and obligations of the Dealer or the Issuer that have accrued under this Agreement prior to termination. In addition, the Dealer may immediately terminate its obligations hereunder if any of the following should occur:

(a) Legislation shall be favorably reported by a committee of the House of Representatives or the Senate of the Congress of the United States, or shall be introduced by committee by amendment or otherwise, or be introduced by the House of Representatives or the Senate or shall be recommended by the President of the United States to the Congress of the United States for passage by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the United States Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter should be made or proposed, to the effect that the offering or sale of obligations of the character of the Notes, as contemplated hereby, is or would be in violation of any provision of the Securities Act and as then in effect, or the Securities Act of 1934 as amended and as then in effect, or that the Resolution shall be required to be qualified under the Trust Indenture Act of 1939 as amended (the "Trust Indenture Act") and as then in effect, or with the purpose or effect of otherwise prohibiting the offering for sale of obligations of the character of the Notes, or the Notes as contemplated hereby, without registration under the Securities Act or qualification of the Indenture under the Trust Indenture Act;

(b) Any information shall have become known which, in Dealer's reasonable opinion, makes untrue any statement of a material fact contained in the Offering Memorandum prepared as provided in Section 4 hereof, or causes the Offering Memorandum prepared as provided in Section 4 hereof, as so supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements made therein, in light of the circumstance under which they were made, not misleading;

(c) Except as provided in clause (a) hereof, any legislation, resolution, ordinance, rule or regulation shall be introduced in, or be enacted by, any federal governmental body, department or agency of the United States or the State of Florida, or a decision by any court of competent jurisdiction within the United States or the State of Florida shall be rendered which, in Dealer's reasonable opinion, materially adversely affects the marketability of the Notes;

(d) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities similar to the Notes by any governmental authority or by any national securities exchange which, in Dealer's reasonable opinion, materially adversely affects the marketability of the Notes;

(e) Any governmental authority shall impose, as to the Notes, or obligations of the character of the Notes, any material restrictions not now in force, or increase materially those now in force, which, in Dealer's reasonable opinion, materially adversely affects the marketability of the Notes;

(f) A banking moratorium shall have been established by federal, New York or State authorities;

(g) The rating of the Notes shall have been downgraded to a rating below "A3" by Moody's Investors Service, Inc., "A-" by Standard & Poor's Corporation or "A-" by Fitch or any such rating agency shall withdraw or suspend any ratings they may have in effect with respect to the Notes or the Issuer;

(h) A war involving the United States shall have been declared, or any existing conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of government of the financial community shall have occurred, which, in Dealer's reasonable opinion, materially adversely affects the marketability of the Notes;

(i) The Resolution, the Issuing and Paying Agency Agreement and the Credit Agreement shall cease to be in full force and effect or shall have been amended, modified or supplemented except as agreed to by Dealer;

(j) An Event of Default under the Resolution or the Credit Agreement has occurred and is continuing; or

(k) The Bank has delivered a notice in the form of Annex E to the Letter of Credit to the Issuer and the Issuing and Paying Agent and such notice has not been rescinded.

Section 10. Assignment by a Dealer. The duties, rights and obligations of Citigroup Global Markets Inc. as the Dealer under this Agreement may be assigned at any time to any wholly owned subsidiary of Citigroup Global Markets Inc. qualified to perform under this Agreement and may not otherwise be assigned or reassigned.

Section 11. Notices. Unless otherwise provided herein, all notices, certificates, requests, or other communication hereunder shall be deemed given when delivered in writing by hand or sent by facsimile transmission, tested telex, or registered mail, postage prepaid, addressed as follows:

If to the Issuer:	TOWN OF PALM BEACH 3560 South County Road Palm Beach, FL 33480 Attn: Jane Struder Director of Finance (561) 227-6330 Facsimile No.: [_____]
-------------------	---

If to the Dealer: Citigroup Global Markets Inc.
388 Greenwich Street, 8th Floor
New York, NY 10013
Attn: Robert J. DeMichiel, Managing Director
(212) 723-5594
Facsimile No.: (212) 723-8939

Each of the above parties may, by written notice given hereunder to the others, designate any further or different address to which, or means by which, subsequent notices, certificates, requests, or other communication shall be sent.

Any written notices required herein to be given to the Bank shall be sent to the address provided for in the Credit Agreement.

Section 12. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Section 13. Parties in Interest. This Agreement is made solely for the benefit of the Issuer and the Dealer (including the respective permitted successors or assigns of the Dealer) and no other person shall acquire or have any right hereunder or by virtue hereof

Section 14. Effective Date. This Agreement shall become effective upon the execution of the acceptance hereof by an Authorized Representative of the Issuer and shall be valid and enforceable as of the time of such acceptance.

Section 15. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees that (i) the remarketing of the Notes pursuant to this Dealer Agreement is an arm's-length commercial transaction between the Issuer and the Dealer; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Dealer is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of the Issuer; (iii) the Dealer has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Dealer has provided other services or is currently providing other services to the Issuer on other matters) and the Dealer has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Agreement; and (iv) the Issuer has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

Section 16. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

TOWN OF PALM BEACH

By: _____
Authorized Representative

CITIGROUP GLOBAL MARKETS INC.

By: _____
Authorized Representative

[Signature Page to Commercial Paper Dealer Agreement]

LETTER OF CREDIT REIMBURSEMENT AGREEMENT

Between

TOWN OF PALM BEACH, FLORIDA

and

CITIBANK, N.A.

Relating to

**\$22,650,000
Town of Palm Beach, Florida
Public Improvement Commercial Paper Revenue Notes,
Series 2017**

Dated as of [] 1, 2017

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LETTER OF CREDIT REIMBURSEMENT AGREEMENT

This **LETTER OF CREDIT REIMBURSEMENT AGREEMENT** (the “Agreement”) dated as of [] 1, 2017, between the **TOWN OF PALM BEACH, FLORIDA**, a municipal corporation duly organized and existing under the laws of the State of Florida (the “Town”), and **CITIBANK, N.A.**, a national banking association organized under the laws of the United States of America (the “Bank”). All capitalized terms used herein and not otherwise defined shall have the meaning assigned in Section 1.01 or as otherwise provided in Section 1.02.

WITNESSETH:

WHEREAS, the Town, pursuant to the terms of Resolution Nos. [] adopted by the Town on [] (the “Authorizing Resolution”) and the Issuing and Paying Agency Agreement dated as of [] 1, 2017, between the Town and The Bank of New York Mellon Trust Company, N.A. (the “Issuing and Paying Agent”), as amended and supplemented to date, has authorized the establishment of a commercial paper program pursuant to which tax-exempt commercial paper notes may be issued, which commercial paper notes shall be payable from Non-Ad Valorem Revenues (as herein defined) to finance all or a portion of the cost of burying overhead utility lines located within the Town, including without limitation, electric, telephone and cable service, together with costs incidental thereto (the “Underground Utility Project”).

WHEREAS, to enhance the marketability of the commercial paper notes, the Town has requested the Bank to issue the Letter of Credit (as hereinafter defined) to the Issuing and Paying Agent to enable it to pay the principal of and interest on the Covered Notes (as hereinafter defined); and

WHEREAS, the Bank has agreed to issue the Letter of Credit pursuant to the terms hereof.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, including the covenants, terms and conditions hereinafter contained, and to induce the Bank to issue the Letter of Credit, the Bank and the Town agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. In addition to terms defined at other places in this Agreement, the following defined terms are used throughout this Agreement with the following meanings:

“*Accountant*” means [] or another independent certified public accountant or a firm of independent certified public accountants, selected by the Town and of recognized national or regional standing.

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling or controlled by or under common control with such Person. For purposes of this definition, “control” (including “controlled by” and “under common control with”), when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting rights, Membership, the power to appoint Members, trustees or directors, by contract or otherwise. Without limiting the foregoing, the definition of *“Affiliate”* of any Person shall include any subsidiary of such Person.

“Agreement” means this Letter of Credit Reimbursement Agreement, including such amendments, modifications or supplements entered into pursuant to the terms hereof.

“Alternate Facility” means any substitute letter of credit meeting the requirements under Section 4(b) of the Issuing and Paying Agency Agreement and the Authorizing Resolution.

“Amortization End Date” means, with respect to the Principal Portion of any Drawing, the first to occur of (i) the date which is sixty (60) months after the date of the Drawing, (ii) an Early Termination Date, (iii) the date the Stated Amount is reduced to zero and (iv) the date upon which (A) an Event of Default shall occur or (B) any date during the Term Amortization upon which any representation or warranty of the Town made in this Agreement or in any certificate or document delivered in connection with this Agreement shall no longer be accurate and complete, as deemed made on and as of such date.

“Applicable Law(s)” means, collectively, the Constitutions of the United States and the State, all applicable common law and principles of equity and all, federal, state and local (and with respect to the Bank only, foreign) laws, statutes, treaties, codes, acts, rules, regulations, guidelines, ordinances, resolutions, orders, judgments, decrees, injunctions, and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all administrative orders, directed duties, requests, licenses, certificates, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law, that are applicable now or are applicable at any time hereafter to (a) any assets, property, operations or facilities constituting the Project or (c) the Transactions.

“Authorized Representative” has the meaning provided in the Authorizing Resolution.

“Authorizing Resolution” has the meaning set forth in the recitals hereof.

“Bank” means Citibank N.A., a banking association organized and existing under the laws of the United States of America, and its successors and assigns.

“Bank Note” has the meaning set forth in Section 2.14 hereof.

“Bank Disclosure” means the information provided by the Bank and included in the Offering Memorandum under the caption “THE BANK.”

“Bank Rate” means, for each date of determination, (a) the Base Rate, and (b) from and after the earlier of (i) the date amounts are owed hereunder but are not paid when due and

(ii) during the occurrence and continuance of an Event of Default, the Default Rate; provided, further that at no time shall the Bank Rate be less than the per annum interest rate then applicable in respect of the Covered Notes outstanding.

“*Base Rate*” means, for any date, a rate per annum equal to the LIBOR Index Rate plus 750 basis points (7.50%).

“*Bond Counsel*” means Locke Lord LLP, or such other firm or firms of attorneys which are nationally recognized as experts in the area of municipal finance selected by the Town.

“*Business Day*” means any day other than (i) a Saturday or a Sunday, (ii) any day on which a day on which banks located in the State of New York, (iii) a day on which the New York Stock Exchange is closed, or (iv) a day which is a day on which commercial banks in the city of which drawing requests under this Letter of Credit are to be presented are required or authorized to close.

“*Charter*” means the Charter of the Town of Palm Beach, as from time to time amended, under which the Town is organized and operates.

“*Closing Date*” means [], 2017 or such later date on which this Agreement is fully executed and delivered.

“*Code*” means the Internal Revenue Code of 1986, as amended, or any successor provision or provisions thereto or any successor federal tax code, and any regulations (including temporary and proposed regulations relating to the matters governed by this Agreement) thereunder or under any such provision or successor federal tax code.

“*Commercial Paper Notes*” means the Covered Notes and any other commercial paper notes of the Town issued pursuant to the Issuing and Paying Agency Agreement and payable from Non-Ad Valorem Revenues.

“*Contract*” means any indenture, contract, mortgage, deed of trust, guaranty, note or agreement (other than this Agreement), other contractual restriction, lease, instrument, certificate of incorporation, charter or by-law.

“*Covered Notes*” or “*Notes*” means the Town of Palm Beach, Florida Public Improvement Commercial Paper Revenue Notes, Series 2017.

“*Date of Issuance*” means [], 2017 on which date the Bank will issue the Letter of Credit.

“*Dealer*” means initially, Citigroup Global Markets Inc. and any successor acting from time to time as the Dealer under the Authorizing Resolution, the Issuing and Paying Agency Agreement and the Dealer Agreement.

“*Dealer Agreement*” means the Dealer Agreement by and between the Town and the Dealer dated as of [] 1, 2017 and any similar agreement between the Town and any

successor Dealer, including, in each case, such amendments, modifications or supplements permitted pursuant to its terms and the terms hereof.

“Debt” means with respect to any Person, all items that would be classified as a liability in accordance with generally accepted accounting principles, including, without limitation, (a) indebtedness or liability for borrowed money including amounts drawn under a letter of credit or other credit facility, or for the deferred purchase price of property or services (including trade obligations); (b) all capitalized lease obligations of such Person; (c) all obligations issued for the account of any other Person; (d) all obligations arising under acceptance facilities; (e) all Guarantees and other contingent obligations to purchase, to provide funds for payment, to supply funds to invest in any other Person or otherwise to assure a creditor against loss; (f) obligations secured by any mortgage, lien, pledge, security interest or other charge or encumbrance on property, whether or not the obligations have been assumed; (g) all unfunded amounts under a loan agreement, letter of credit, or other credit facility for which such Person would be liable, if such amounts were advanced under the credit facility; (h) regularly-scheduled or non-contingent obligations of such Person under Hedge Agreements; and (i) all amounts required to be paid by such Person as a guaranteed payment to partners or members or as a preferred or special dividend, including any mandatory redemption of shares or interests; and, in each case, whether such Person is liable contingently or otherwise, as obligor, guarantor or otherwise, or in respect of which obligations such Person otherwise assures a creditor against loss.

“Debtor Relief Laws” means the Bankruptcy Code of the United States, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief laws and regulations of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

“Default” means the occurrence of any event or the existence of any condition which with the giving of notice, the passage of time, or both, would constitute an Event of Default.

“Default Rate” means a per annum rate of interest equal to the Base Rate plus 300 basis points (3.00%).

“Designated Maturity” means one month.

“Determination of Taxability” means any determination, decision, decree or advisement by the Commissioner of Internal Revenue, or any District Director of Internal Revenue or any court of competent jurisdiction, or an opinion obtained by the Issuing and Paying Agent or Dealer, of counsel qualified in such matters, that an Event of Taxability shall have occurred. A Determination of Taxability also shall be deemed to have occurred on the first to occur of the following:

(a) the date when the Town files any statement, supplemental statement, or other tax schedule, return or document, which discloses that an Event of Taxability shall have occurred;

(b) the effective date of any federal legislation enacted or federal rule or regulation promulgated after the Date of Issuance that causes an Event of Taxability; or

(c) if upon sale, lease or other deliberate action within the meaning of Treas. Reg. § 1.141-2(d), the failure to receive an unqualified opinion of Bond Counsel to the effect that such action will not cause interest on the Commercial Paper Notes the interest or accrued discount on which is tax-exempt to become includable in the gross income of the recipient.

“Direct Payments” means any direct payments, grants or other subsidies received from the federal government or the State of Florida relative to debt service on any Series of Bonds (as such term is defined in the Authorizing Resolution) [or Commercial Paper Notes].

“Drawing” means a drawing under the Letter of Credit to pay amounts due on the Covered Notes at maturity.

“Early Termination Date” means any occurrence of the Termination Date described in any of subparts (b), (c) or (d) of the definition of “Termination Date”.

“Environmental Claim” shall mean any and all administrative, regulatory or judicial investigations, proceedings, actions, suits, demand letters, claims, liens, notices of noncompliance or violation, relating in any way to any Environmental Law (“claims”) or any permit issued under any such Environmental Law, including without limitation (a) any and all claims by Governmental Authorities for enforcement, cleanup, removal, response, remedial, or other actions or damages pursuant to any applicable Environmental Law, and (b) any and all claims by any third party seeking damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from Hazardous Materials or arising from alleged injury or threat of injury to health, safety or the environment.

“Environmental Law(s)” means any and all federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to air, water or land pollution, wetlands or the protection of the environment or to emissions, discharges or releases of Hazardous Materials into the environment, including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials or the clean-up or other remediation thereof.

“Environmental Liability” means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Town relating to the Project and directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, presence, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials into the environment or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

“Event of Default,” in relation to this Agreement, shall have the meaning assigned to such term in Article VII, and in relation to any Related Document, shall have the meaning set forth therein.

“Event of Insolvency” means, with respect to any Person, the occurrence of one or more of the following events:

(a) the issuance, under the laws of any state or under the laws of the United States of America, of an order of rehabilitation, liquidation or dissolution of such Person;

(b) the commencement by or against such Person of a case or other proceeding seeking liquidation, reorganization or other relief with respect to such Person or its debts under any bankruptcy, insolvency or other similar state or federal law now or hereafter in effect, including, without limitation, the appointment of a trustee, receiver, liquidator, custodian or other similar official for such Person or any substantial part of its property or there shall be appointed or designated with respect to it, an entity such as an organization, board, commission, authority, agency or body to monitor, review, oversee, recommend or declare a financial emergency or similar state of financial distress with respect to it or there shall be declared or introduced or proposed for consideration by it or by any legislative or regulatory body with competent jurisdiction over it, the existence of a state of financial emergency or similar state of financial distress in respect of it;

(c) the making of an assignment for the benefit of creditors by such Person;

(d) the failure of such Person to generally pay its debts as they become due;

(e) the declaration of a moratorium with respect to the payment of the debts of such Person;

(f) such Person shall admit in writing its inability to pay its debts when due;
or

(g) the initiation of any actions to authorize any of the foregoing by or on behalf of such Person.

“Event of Taxability” means with respect to the Covered Notes and any other Commercial Paper Notes the interest or accrued discount on which is tax exempt: (i) the application of the proceeds of such Commercial Paper Notes in such manner that such Notes become “arbitrage bonds” within the meaning of Code Sections 103(b)(2) and 148, and with the result that interest on such Commercial Paper Notes is or becomes includable in a Holder’s gross income (as defined in Code Section 61); or (ii) if as the result of any act, failure to act or use of the proceeds of such Commercial Paper Notes or any misrepresentation or inaccuracy in any of the representations, warranties or covenants contained in this Agreement or any Related Document by the Town or the enactment of any federal legislation or the promulgation of any federal rule or regulation after the Date of Issuance, the interest on such Commercial Paper Notes is or becomes includable in a Holder’s gross income (as defined in Code Section 61).

“Excess Interest Amount” shall have the meaning assigned to such term in Section 2.17(b).

“Excluded Note” shall have the meaning assigned to such term in Section 12 of the Letter of Credit.

“Facility Fee” has the meaning assigned to such term in the Fee Letter.

“Fee Letter” means that certain Fee Letter dated [], 2017, between the Town and the Bank, relating to this Agreement, including such amendments, modifications or supplements permitted pursuant to the terms thereof.

“Fiscal Year” means the fiscal year of the Town ending on [June 30] of each calendar year.

“Fitch” means Fitch, Inc., or any successor thereto.

“GAAP” means accounting principles generally accepted in the United States, as set forth in the opinions and pronouncements of the Accounting Principles Board, the American Institute of Certified Public Accountants and the Financial Accounting Standards Board or in such other statements by such other entity as may be in general use by significant segments of the accounting profession as in effect on the date hereof.

“Governmental Approvals” means an authorization, consent, approval, permit, license, certificate of occupancy or an exemption of, a registration or filing with, or a report to, any Governmental Authority.

“Governmental Authority” means any national, supra-national, state or local government (with respect to the Bank, whether domestic or foreign, and with the respect to the Town, of domestic origin), any political subdivision thereof or any other governmental, quasi-governmental, judicial, administrative, public or statutory instrumentality, authority, body, agency, department, commission, bureau, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other Person with authority to bind a party at law.

“Guarantee” of or by any Person (the “guarantor”) means any obligation, contingent or otherwise, of the guarantor guaranteeing or having the economic effect of guaranteeing any Debt or other obligation of any other Person (the “primary obligor”) in any manner, whether directly or indirectly, and including any obligation of the guarantor, direct or indirect, (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation or to purchase (or to advance or supply funds for the purchase of) any security for the payment thereof, (b) to purchase or lease property, securities or services for the purpose of assuring the owner of such Debt or other obligation of the payment thereof, (c) to maintain working capital, equity capital or any other financial statement condition or liquidity of the primary obligor so as to enable the primary obligor to pay such Debt or other obligation or (d) as an account party in respect of any letter of credit or letter of guaranty issued to support such Debt or obligation; provided, that the term Guarantee shall not include endorsements for collection or deposit in the ordinary course of business.

“Hazardous Materials” means all explosive or radioactive substances or wastes and all hazardous or toxic substances, contaminants, chemicals, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated

biphenyls, radon gas, infectious or medical wastes and all other substances or wastes of any nature regulated pursuant to any Environmental Law.

“Hedge Agreement” means any rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, total return swap, credit default swap or any other similar transaction (including any option with respect to any of these transactions) and any other agreement or option involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

“Holder” or any similar term shall mean any person who shall be the registered owner of any Covered Notes Outstanding under the Authorizing Resolution.

“Initial Issuing and Paying Agent” means The Bank of New York Mellon Trust Company, N.A.

“Interest Payment Date” has the meaning assigned to such term in Section 2.05.

“Interest Portion” means that portion of each Drawing used to pay interest accrued on Covered Notes at maturity.

“Issuance Request” means the Instructions (as defined therein) delivered to the Issuing and Paying Agent as and in the manner set forth in the Issuing and Paying Agency Agreement.

“Issuing and Paying Agent” means the Initial Issuing and Paying Agent and any successor thereto.

“Issuing and Paying Agency Agreement” means the Issuing and Paying Agency Agreement dated as of [] 2017, between the Town and the Initial Issuing and Paying Agent, as amended and supplemented from time to time in accordance with the terms hereof and thereof.

“Letter of Credit” means the Direct Pay Letter of Credit Irrevocable Letter of Credit No. [] issued by the Bank dated [], 2017, including such amendments, modifications or supplements permitted pursuant to its terms and the terms hereof, substantially in the form of Exhibit A hereto.

“LIBOR Index Rate” means:

(a) as of any date of determination, (i) the interest rate per annum determined on the basis of the rate on deposits in Dollars, offered for a period of the Designated Maturity, which rate appears on the display designated as Reuters Screen LIBOR01Page (or such other page as may replace LIBOR01 Page) at or about 11:00 a.m. (London time) on the applicable date of determination; or (ii) if the interest rate determined under clause

(i) is not available, the interest rate per annum equal to the arithmetic mean (rounded upward to the nearest one-sixteenth of one percent (0.0625%)) of the interest rates quoted by the “London Reference Banks” to leading banks in the London interbank market at or about 11:00 a.m. (London time) on the applicable date of determination for a period of the Designated Maturity (commencing on the first day of the relevant interest period) in Dollars;

(b) provided, however that, if the Bank determines that for any reason and with respect to any date of determination (i) Dollar deposits are not being offered to banks in the London interbank eurodollar market for the applicable amount and Designated Maturity of such LIBOR Index Rate, or (ii) adequate and reasonable means do not exist for determining the LIBOR Index Rate for any Designated Maturity, the Bank will promptly so notify the Town and the LIBOR Index Rate for such Designated Maturity and such date of determination shall be that of the preceding interest period for the Designated Maturity until such time as the Bank shall either notify the Town (x) of an alternative index to be used to calculate the LIBOR Index Rate or (y) that the LIBOR Index Rate will again be calculated as set forth under (a) of this definition.

“*Lien*” on or with respect to any asset means any mortgage, deed of trust, lien, pledge, charge, security interest, hypothecation, assignment, deposit arrangement or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected or effective under applicable law, as well as the interest of a vendor or lessor under any conditional sale agreement, capital or finance lease or other title retention agreement relating to such asset and, in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

“*Margin Stock*” shall have the meaning assigned to that term in Regulation U promulgated by the Board of Directors of the Federal Reserve System, as now and hereafter from time to time in effect.

“*Material Adverse Change*” means the occurrence of any event or change which results in a material and adverse change in the business, condition (financial or otherwise), operations of the Town since the last day of the period reported in the audited annual financial statements of the Town dated as of [June 30, 2016], or which materially and adversely affects (a) the enforceability of this Agreement or any of the other Related Documents, (b) the ability of the Town to perform its obligations hereunder or thereunder or (c) the rights of or benefits or remedies available to the Bank under this Agreement or any of the other Related Documents.

“*Material Adverse Effect*” means (a)(i) a materially adverse effect upon such Person’s business, assets, liabilities, condition (financial or otherwise), results of operations or business prospects, and (ii), a materially adverse effect upon the business, assets, liabilities, financial conditions, results of operations of the Town, (b) with respect to this Agreement or any of the other Related Documents or any of the Town’s obligations arising under this Agreement or any of the Related Documents, an adverse effect upon the binding nature, validity or enforceability of such agreement or obligation, (c) an adverse effect on the exclusion of interest with respect to the Covered Notes from gross income for purposes of federal income taxation or the exemption of such interest from State personal income taxes or (d) a materially adverse effect (i) on the ability

of the Town to complete the Transactions or (ii) on the rights or remedies of the Bank hereunder or under the other Related Documents.

“Material Litigation” shall have the meaning assigned in Section 4.06.

“Maximum Interest Rate” means (a) with respect to the interest rate applicable to the Covered Notes, [12%] per annum, (b) with respect to the Bank Rate, the lesser of 25% per annum or the Maximum Lawful Rate, and (c) with respect to all other obligations of the Town hereunder, the Maximum Lawful Rate.

“Maximum Debt Service” shall mean, at any time, the maximum amount required in the then current or any future fiscal year to pay (i) all Non-Self Supporting Debt, and (ii) the proposed indebtedness of the Town (A) which will be payable from Non-Ad Valorem Revenues, or (B) for which the Non-Ad Valorem Revenues will be pledged. In calculating Maximum Debt Service, interest payments on any bonds or notes which are eligible to receive Direct Payments shall be calculated net of expected receipt of such Direct Payments. In the event any bonds or notes are additionally secured by non-ad valorem special assessments, for purposes of calculating Maximum Debt Service, debt service payments shall be calculated net of the amount of such non-ad valorem special assessments collected during the prior fiscal year provided that at least 90% of the non-ad valorem special assessments imposed in the prior fiscal year are collected. In the case of bonds or notes bearing interest at a variable rate (*“Variable Rate Bonds”*), interest on such Variable Rate Bonds shall be assumed to be the greater of (A) one hundred ten percent (110%) of the average interest rate on such Variable Rate Bonds during the twenty-four months ending with the month preceding the date of calculation or such shorter period that such Variable Rate Bonds shall have been outstanding, and (B) the actual rate of interest on such Variable Rate Bonds on the date of calculation; provided that if a series of Variable Rate Bonds had not been outstanding prior to the date of calculation, the amount set forth in clause (A) above shall be calculated as though said Variable Rate Bonds had been outstanding for the twenty-four month period by using (i) one hundred ten percent (110%) of the average of the Securities Industry and Financial Markets Association (SIFMA) Municipal Swap Index for the twenty-four months ending with the month preceding the date of calculation, and (ii) if the Variable Rate Bonds are bonds the interest of which is includible in the gross income of the holders thereof for federal income tax purposes, the 1-month LIBOR interest rate.

“Maximum Lawful Rate” means the respective maximum, non-usurious, lawful rate of interest that may be contracted for, charged or received in connection with the payment obligations of the Town under this Agreement or the Town under the Bank Note, as the case may be, under the laws of the State or federal law presently in effect or, to the extent permitted by law, under the laws of the State or federal law that may hereafter be in effect and that allows a higher maximum and non-usurious rate of interest than the laws of the State and federal law now allow.

“Moody’s” means Moody’s Investors Service, or any successor thereto.

“Non-Ad Valorem Revenues” shall mean all legally available revenues of the Town derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the Town of debt service on the Covered Notes, after

the payment of the principal of and interest on any other obligations of the Town hereafter issued which have a prior pledge on any source of the Non-Ad Valorem Revenues, and Project Grant Moneys; provided, however, that for the purposes of the coverage and additional bonds tests set forth in 6.9 of the Authorizing Resolution, “Non-Ad Valorem Revenues” shall mean all legally available revenues of the Town derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the Town of Non-Self-Supporting Debt, excluding Project Grant Moneys, non-ad valorem special assessments which are exclusively pledged to the payment of Special Assessment Obligations and Direct Payments. The foregoing notwithstanding in the event any bonds or notes are additionally secured by non-ad valorem special assessments and if debt service on such bonds or notes is not permitted to be directly offset pursuant to Section 6.9 of the Authorizing Resolution by the amount of non-ad valorem special assessments collected during the prior fiscal year, the Town may treat such non-ad valorem special assessments as “Non-Ad Valorem Revenues” for purposes of the coverage and additional bonds tests set forth in 6.9 of the Authorizing Resolution.

“*Non-Self-Supporting Debt*” shall mean debt service on debt obligations of the Town other than debt obligations relating to an enterprise fund or general obligation bonds of the Town or Special Assessment Obligations. In the event any bonds or notes are additionally secured by non-ad valorem special assessments, debt service shall be calculated net of the amount of non-ad valorem special assessments collected during the prior fiscal year provided that at least 90% of the non-ad valorem special assessments imposed in the prior fiscal year are collected. Additionally, interest payments on Non-Self Supporting Debt shall be calculated net of expected receipt of Direct Payments.

“*Obligor Rating*” shall mean any long-term rating by a Rating Agency on any of the Town’s obligations payable from and secured by a covenant to budget and appropriate Non-Ad Valorem Revenues, and that is not guaranteed by any other Person or subject to any third-party credit enhancement.

“*Offering Memorandum*” means that certain Offering Memorandum dated [], 2017 relating to the Covered Notes, including the cover page and all summary statements, appendices and other materials included or incorporated by reference or attached thereto), as amended or supplemented and any other preliminary or final offering memorandum of the Town used with respect to the issuance and sales of the Covered Notes.

“*Other Taxes*” means any and all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or from the execution, delivery or enforcement of, or otherwise with respect to, the Letter of Credit or this Agreement.

“*Ordinance*” shall mean Article II of Chapter 90 of the Town’s Code of Ordinances, as amended

“*Outstanding*” has the meaning set forth in the Authorizing Resolution.

“*Parity Debt*” means any Debt of the Town which is payable and secured in whole or in part by the Non-Ad Valorem Revenues.

“Participant(s)” means any bank(s) or other financial institution(s) which may purchase a participation interest from the Bank in the Letter of Credit, this Agreement and certain of the Related Documents pursuant to a participation agreement between the Bank and the Participant(s).

“Payment Obligations” means (a) all obligations of the Town to reimburse the Bank for Drawings under the Letter of Credit and to pay all unpaid principal amount of and accrued interest on, the Covered Notes, (b) all required payments of interest under this Agreement at the Bank Rate, (c) all amounts set forth in the Fee Letter, (d) the payment of interest on the Unreimbursed Drawings and Bank Note and (e) all other amounts, charges, costs, fees (including reasonable attorneys’ fees as set forth), expenses and sums due the Bank under this Agreement, the Bank Note and the other Related Documents, whether in the form of a direct, reimbursement, or indemnity, payment obligation, and including all payment obligations of the Town to the Bank, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against the Town of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

“Person” means an individual, a corporation, a partnership, an association, a joint venture, a trust, a business trust, a limited liability company or any other entity or organization, including a governmental or political subdivision or an agency or instrumentality thereof.

“Pledged Revenues” shall mean (i) Town Moneys, (ii) any proceeds of Covered Notes originally deposited with the Town and all moneys deposited and held from time to time by the Town in the funds and accounts established under the Authorizing Resolution in each case until applied in accordance with the Authorizing Resolution, (iii) investment income received by the Town in the funds and accounts established under the Authorizing Resolution, and (iv) any other moneys received by the Issuing and Paying Agent in connection with repayment of the Covered Notes. Pledged Revenues shall additionally include non-ad valorem special assessments to the extent pledged to such Covered Notes imposed or to be imposed by the Town under the Ordinance pursuant to subsequent proceedings of the Town Council.

“Principal Portion” means that portion of each Drawing used to pay the principal of any Covered Note at maturity.

“Project” shall have the meaning set forth in the Authorizing Resolution.

“Project Grant Moneys” shall include any Federal, State, county or other grant moneys relating to the Project that are legally available to pay principal and/or interest on the Covered Notes, but shall not include Direct Payments.

“Rating Agency” means S&P, Moody’s, Fitch or any successor or additional rating agency that rates the Covered Notes at the written request of the Town with the written consent of the Bank.

“Related Documents” means, collectively, this Agreement, the Letter of Credit, the Bank Note, the Dealer Agreement, the Covered Notes, the Fee Letter, the Issuing and Paying Agency

Agreement, the Authorizing Resolution, and any certificates, exhibits, instruments or agreements relating to any of the foregoing, as the same may be amended from time to time in accordance with their respective terms and the terms hereof.

“*Relevant Agreement*” has the meaning given to such term in Section 5.21 hereof

“*S&P*” means Standard & Poor’s, a division of The McGraw-Hill Companies, Inc., or any successor thereto.

“*Special Assessment Obligations*” shall mean indebtedness payable solely from and secured by non-ad valorem special assessments, but shall not include any indebtedness that is secured in whole or in part by the Town’s covenant to budget and appropriate from Non-Ad Valorem Revenues.

“*State*” means the State of Florida.

“*Stated Amount*” has the meaning given to such term in Paragraph 2 of the Letter of Credit.

“*Stated Expiration Date*” has the meaning given to such term in Paragraph 1 of the Letter of Credit.

“*Stop Order*” means a written notice, in the form attached hereto as Exhibit C, given to the Issuing and Paying Agent by the Bank, to stop issuing Covered Notes as provided in Section 7.02(a) hereof.

“*Termination Date*” has the meaning given to such term in Paragraph 1 of the Letter of Credit.

“*Term Amortization*” means the amortization period the Town is deemed to have requested the Bank to extend on and subject to the terms and conditions described in Section 2.01(b).

“*To the best knowledge of*” (or any similar knowledge qualifier) means, when modifying a representation, warranty or other statement of any Person, that the fact or situation described therein is known by the Person (or, in the case of a Person other than a natural Person, known by an authorized representative of such Person) making the representation, warranty or other statement, or with the exercise of reasonable due diligence under the circumstances (in accordance with the standard of what a reasonably prudent Person in similar circumstances would have done) would have been known by the Person (or, in the case of a Person other than a natural Person, by such Person’s authorized representative).

“*Town*” means Town of Palm Beach, Florida a municipal corporation duly organized and existing under the laws of the State.

“*Town Budget*” means the executive summary of the annual budget of the Town and the portion of the annual budget of the Town that relates to the Project.

“Town Counsel” means the [Office of the Town Counsel of the Town, including the Town Counsel, any Chief Deputy Town Counsel, any Deputy Town Counsel or any other legal counsel designated by the Town in writing to the Bank.]

“Town Moneys” shall mean the moneys budgeted and appropriated by the Town, and deposited into the Sinking Fund established under the Authorizing Resolution, from Non-Ad Valorem Revenues pursuant to the Town’s covenant to budget and appropriate Non-Ad Valorem Revenues contained in Section 6.8 of the Authorizing Resolution.

“Transactions” means the issuance of the Covered Notes, the execution and delivery by the Town of this Agreement and the other Related Documents being delivered concurrently herewith, the performance by the Town of its obligations (including Payment Obligations) hereunder, and thereunder, the borrowing of the Drawings under the Letter of Credit and the use of the proceeds of Drawings.

“Unreimbursed Drawings” has the meaning set forth in Section 2.04 hereof.

“Written” or *“in writing”* means any form of written communication or a communication by means of facsimile device and as described in Section 10.16.

Section 1.02. Incorporation of Certain Definitions by Reference. Each capitalized term used herein and not otherwise defined herein shall have the meaning provided therefor in the Issuing and Paying Agency Agreement or the Authorizing Resolution as applicable, unless the context otherwise requires.

Section 1.03. Accounting Matters. All accounting terms used herein without definition shall be interpreted in accordance with GAAP, and except as otherwise expressly provided herein all accounting determinations required to be made pursuant to this Agreement shall be made in accordance with GAAP.

Section 1.04. Computation of Time Periods. In this Agreement, in the computation of a period of time from a specified date to a later specified date, unless otherwise specified herein, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding.”

Section 1.05. New York City Time Presumption. All references herein to times of the day shall be presumed to refer to New York City time unless otherwise specified.

Section 1.06. Relation to Other Documents. Nothing in this Agreement shall be deemed to amend, or relieve the Town of any of its obligations under any Related Document. To the extent that the Town undertakes in any provision of this Agreement representations, covenants or obligations which conflict with, or are more exacting than, a provision of any other Related Document to which the Town is a party, such provisions of this Agreement shall control for all purposes of this Agreement.

Section 1.07. Interpretation. All words used herein shall be construed to be of such gender as the circumstances require. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, the singular includes the plural and the part

includes the whole. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless otherwise specified (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in such document or herein), (b) any reference herein to any Person shall be construed to include such Person’s permitted successors and assigns, (c) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not be limited to any particular provision of this Agreement, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and, when used in connection with any Person, to refer to all rights, title and interests of such Person in and to any and all property whether real, personal or mixed, or tangible or intangible, and wherever situated, including cash, securities, investment property, accounts, land, buildings, general intangibles, chattel, intellectual property, contract rights and other property and assets.

ARTICLE II

SECURITY AND PLEDGE; ISSUANCE OF LETTER OF CREDIT; REIMBURSEMENT, FEES AND PAYMENT PROVISIONS

Section 2.01. Security and Pledge. The Town hereby irrevocably pledges, to and for the benefit of the Bank, the Pledged Revenues, to and for the payment and reimbursement of the Bank Note and each Drawing and each Term Amortization, the payment of interest accruing thereon as provided herein, and to pay all other Payment Obligations owing to the Bank (the “Pledge”); *pari passu* with, and equally and ratably as to payment and security with the pledge thereof and Lien thereon securing the Parity Debt. This Pledge, together with the pledge in Section 6.7 of the Authorizing Resolution, shall constitute a first Lien on the Pledged Revenues and all amounts held in the funds and accounts of the Town and consisting of such Pledged Revenues. The Town shall neither create nor permit or suffer to exist any pledge of or Lien upon the Pledged Revenues that is prior or superior to the Lien of (i) the pledge in Section 6.7 of the Authorizing Resolution or (ii) this Pledge in favor of the Bank.

Section 2.02. Issuance of the Letter of Credit. The Bank agrees to issue the Letter of Credit on the Closing Date if the conditions set forth in this Section and in Article III required to be satisfied on or before the Date of Issuance are satisfied. In addition to the conditions set forth in Article III, on the Date of Issuance the following conditions shall be satisfied as determined by the Bank:

- (a) The amount of the Letter of Credit shall not exceed the Stated Amount.
- (b) All representations and warranties of the Town contained in Article IV shall be true and correct.

(c) No Default shall have occurred and be continuing and no Default shall occur as a result of the issuance of the Letter of Credit.

Section 2.03. Reserved.

Section 2.04. Reimbursement of Drawings. The Town agrees to pay to the Bank an amount equal to all amounts drawn under the Letter of Credit, payable without any requirement of notice or demand by the Bank on the day on which such Drawing is paid. Notwithstanding the preceding sentence, if on the date of any Drawing, the conditions of Section 3.02 hereof have been satisfied, the Town shall not be required to pay to the Bank an amount equal to the Principal Portion of such Drawing on the date of such Drawing, but rather the Town shall be deemed to have requested the Bank to extend a Term Amortization of the Principal Portion of the Drawing to the Town on the terms set forth in this Section 2.04 and the Town shall be required to repay to the Bank such Term Amortization and the amounts accruing in respect thereof in accordance with the provisions of this Section, as follows:

(a) The Town shall pay to the Bank, without any requirement of notice or demand by the Bank, an amount equal to the Principal Portion of the Drawing together with any accrued unpaid interest thereon (i) on the earliest to occur of (A) an Early Termination Date, (B) an Event of Default hereunder and (C) the defeasance of the Covered Notes (with respect to which such Drawing was made), and (ii) during a Term Amortization, upon the occurrence of an Amortization End Date.

(b) Term Amortization.

(i) The Bank shall extend a Term Amortization to the Town on the date of any Drawing if, as of such date, the requirements of Section 3.02 are met. The amount of any Drawing hereunder which is not paid on the date of such Drawing together with interest thereon, as provided in this Section and in Section 2.05, shall be herein referred to as the "Unreimbursed Drawings."

(ii) Subject to the provisions of subpart (iii) of this Section 2.04(b), the Principal Portion of the Drawing shall amortize in ten (10) semi-annual principal installments (the "Principal Payments") with the initial Principal Payment being due and payable by the Town 180 days after the date of such Unreimbursed Drawing and each successive Principal Payment being due six (6) months after the prior such Principal Payment, with the final Principal Payment in an amount equal to the entire remaining unpaid amount of the Principal Portion of the Drawing, with accrued interest thereon, due on the Amortization End Date, together with all Excess Interest Amount (as defined herein) due and owing as of such date. Each Principal Payment shall be that amount of principal which will result in equal (as nearly as possible) Principal Payments assuming a Term Amortization ending on the date which is sixty (60) months after the date of the Unreimbursed Drawing. For the avoidance of doubt, the Interest Portion of each Drawing shall be due and payable to the Bank on the date of such Drawing.

(iii) If as of any date during the Term Amortization, the Amortization End Date shall occur, then the Term Amortization shall be terminated and the entire unpaid Principal Portion of the Unreimbursed Drawing shall be paid in a single principal payment, with accrued interest with respect thereto, together with all Excess Interest Amount due and owing as of such date, on such Amortization End Date; notwithstanding the foregoing, upon any issuance of Notes, the amount owed to the Bank pursuant to this Section shall be immediately paid to the Bank by mandatory prepayment as further provided in Section 2.06(b); and provided, further, that the amount owed to the Bank under this Section shall be due and payable in full on the date of delivery to the Paying Agent of any Alternate Facility in substitution for the Letter of Credit.

(iv) The Town shall be deemed to have made on the date of each Drawing and on and as of each day during the Term Amortization, each of the representations and warranties of the Town made in this Agreement and in any certificate or document delivered in connection with this Agreement and each such representation and warranty shall continue to be accurate and complete on and as of such date.

Each time the Paying Agent makes a Drawing, the Town shall be deemed to represent and warrant on the date of such Drawing that (i) the conditions set forth in Section 3.02 have been satisfied, and (ii) the representations and warranties made by the Town herein are true and correct in all material respects on and as of such date, as made on and as of such date.

Section 2.05. Interest on Drawings. The Town shall pay to the Bank interest on each Unreimbursed Drawing, such interest to accrue from the date of such Unreimbursed Drawing until payment thereof in full, payable quarterly in arrears on each July 1, October 1, January 1 and April 1, or, if earlier, the date on which all or a portion of the Principal Portion of such Drawing is repaid or required to be repaid or prepaid (each, an “Interest Payment Date”), to the extent of such principal repayment, at a fluctuating interest rate per annum equal to the Bank Rate from time to time in effect, provided that (i) if any such amount is not paid when due and (ii) upon the occurrence and during the continuance of any Event of Default, amounts owed hereunder shall thereafter bear interest at the Default Rate.

Section 2.06. Prepayment.

(a) **Optional Prepayment.** On any Business Day upon not less than three (3) Business Days’ written notice to the Bank, the Town may prepay or cause to be prepaid, without penalty, any Term Amortization either in whole or in part in a principal amount equal to \$100,000 and integral multiples of \$1,000 in excess thereof by paying to the Bank (i) the principal amount of the Term Amortization, or portion thereof, being prepaid plus (ii) accrued and unpaid interest on such principal amount including any Excess Interest Amount.

(b) **Mandatory Prepayment by Reason of Sales of Commercial Paper Notes.** Simultaneously with the sale of any Covered Notes while any Drawings or Term Amortizations are outstanding, the Town shall be obligated (i) to prepay all outstanding

Drawings and Term Amortizations in a principal amount equal to the principal amount of Notes sold and (ii) to pay accrued and unpaid interest on the principal amount of such Drawings or Term Amortizations being prepaid; provided that the prepayment requirement by reason of sales of Notes imposed by this sentence shall not apply to the principal portion of newly issued Notes used to pay the principal of maturing Notes or to reimburse the Bank for amounts drawn under the Letter of Credit to repay such maturing Notes. In order to effectuate such prepayment, prior to or simultaneously with the sale of any Notes, (i) the Town shall use its best efforts to cause the Dealer to deliver to the Bank a written notice to the effect that (A) it is selling on the Business Day of such notice a specified principal amount of Notes, (B) it is delivering to the Issuing and Paying Agent for the account of the Bank on such Business Day by wire transfer a specified amount of immediately available funds which is equal to the principal amount of such Notes plus accrued interest thereon (the "Sale Price") and which constitutes proceeds of such sale and (C) such specified principal amount of Notes is being delivered to or upon the order of the Dealer in accordance with the Issuing and Paying Agency Agreement, (ii) the Town shall use its best efforts to cause the Dealer to pay to the Issuing and Paying Agent for the account of the Bank, by wire transfer of immediately available funds, the proceeds of the sale of such Notes in an amount equal to the Sale Price which shall be applied first, to the prepayment of principal of Term Amortizations in an amount equal to the principal amount of Notes sold, second, to the extent sufficient therefor, to the payment of interest accrued on such principal amount of Term Amortizations prepaid, and third, to the extent sufficient therefor, to the payment of the principal of and interest accrued on all Unreimbursed Drawings, and (iii) the Town shall pay to the Bank, by wire transfer of immediately available funds, the amount, if any, by which the sum of the amounts referred to in clauses first, second and third of subpart (ii) exceeds the amount of the Sale Price received by the Bank. Effective upon the actual receipt by the Bank in immediately available funds of the Sale Price and any transfer of funds from the Town sufficient to repay the Drawings or Term Amortizations to be repaid, the Principal Portion shall automatically be reinstated by an amount equal to the principal amount of the Covered Notes being sold and/or amounts received by the Bank directly from the Town. In the event that the proceeds of any sale of Notes are not received from the Dealer or are received in an amount less than the Sale Price thereof, the Town shall pay to the Bank, within one (1) Business Day after such amounts were due, an amount equal to the amount of such proceeds or such deficiency; provided, however, that all amounts due to the Bank shall bear interest as set forth herein until paid in full; and provided further that the Principal Portion shall reinstate only in the amount of funds actually received by the Bank.

Section 2.07. Default Interest. The Town agrees to pay to the Bank, upon demand, interest on any and all amounts owed by the Town under this Agreement or under the Fee Letter from the earlier of (a) the date such amounts are due and payable but not paid until payment thereof in full and (b) a date on which an Event of Default occurs, at a fluctuating interest rate per annum equal to the Default Rate. The obligations of the Town under this Section 2.07 shall survive the termination of this Agreement.

Section 2.08. Taxes. Any and all payments to the Bank by or on behalf of the Town hereunder or under the Fee Letter shall be made free and clear of, and without deduction for, any

and all taxes, levies, imposts, deductions, charges or withholdings imposed, including but not limited to as a result of a change in, law, rule, treaty, or regulation, or any policy, guideline, or directive of, or any change in the interpretation, implementation, or administration thereof by, any Governmental Authority, and all liabilities with respect thereto, excluding only taxes imposed on or measured by the net income or capital of the Bank by any jurisdiction or any political subdivision or taxing authority thereof or therein solely as a result of a connection between the Bank and such jurisdiction or political subdivision, other than a connection resulting solely from executing, delivering or performing its obligations or receiving a payment under, or enforcing, this Agreement (all such non-excluded taxes, levies, imposts, deductions, charges, withholdings and liabilities being hereinafter referred to as "Taxes"). If the Town is required by law to withhold or deduct any sum from payments required under this Agreement, the Town shall, to the maximum extent permitted by Applicable Law, increase the amount paid by it to the Bank so that, after all withholdings and deductions, the amount received by the Bank shall equal the amount the Bank would have received without any such withholding or deduction.

Section 2.09. Fee Letter. The Town hereby agrees to pay to the Bank all amounts set forth in the Fee Letter on the dates and in the amounts stated in the Fee Letter. The Fee Letter and this Agreement shall be construed as one agreement between the Town and the Bank and all obligations under the Fee Letter shall be construed as obligations payable hereunder.

Section 2.10. Yield Protection.

(a) If, after the Date of Issuance, the Bank or any Participant shall have determined that the adoption or implementation of, or any change in, any law, rule, treaty, or regulation, or any policy, guideline, or directive of, or any change in the interpretation, implementation, or administration thereof by, any Governmental Authority (in each case, whether or not having the force of law), or compliance by the Bank or any Participant with any request or directive of any such Governmental Authority (whether or not having the force of law), shall (i) change the basis of taxation of payments to the Bank or any Participant of any amounts payable hereunder (except for taxes on the overall net income of the Bank or any Participant), (ii) impose, modify or deem applicable any reserve, special deposit, or similar requirement against issuing or honoring draws under the Letter of Credit, or assets held by, or deposits with or for the account of, the Bank or any Participant or (iii) impose on the Bank or any Participant any other condition regarding this Agreement, and the result of any event referred to in clause (i) or (ii) above shall be to increase the cost to the Bank or such Participant of honoring draws under the Letter of Credit or to reduce the amount of any sum received or receivable by the Bank or the Participant hereunder, then, upon demand by the Bank, the Town shall pay to the Bank for its own account, or for the account of such Participant, as applicable, such additional amount or amounts as will compensate the Bank or such Participant for such increased costs or reductions in amount.

(b) If, after the Date of Issuance, the Bank or any Participant shall have determined that the adoption or implementation of, or any change in, any law, rule, treaty or regulation, or any policy, guideline, or directive of, or any change in the interpretation, implementation, or administration thereof by, any Governmental Authority, or compliance by the Bank or any Participant with any request by or directive of any central

bank or other authority (in each case, whether or not having the force of law) or compliance by the Bank or any Participant with any request or directive of any such Governmental Authority (whether or not having the force of law), shall impose, modify or deem applicable any capital adequacy or similar requirement (including, without limitation, a request or requirement that affects the manner in which the Bank or any Participant allocates capital resources to its commitments (including its obligations under letters of credit)) that either (i) affects or would affect the amount of capital to be maintained by the Bank or such Participant or (ii) reduces or would reduce the rate of return on the Bank's or such Participant's capital to a level below that which the Bank or such Participant could have achieved but for such circumstances (taking into consideration the policies of the Bank or such Participant with respect to capital adequacy) then, upon demand by the Bank, the Town shall pay to the Bank for its own account, or for the account of such Participant, as applicable, such additional amount or amounts as will compensate the Bank or such Participant for such event.

(c) All payments of amounts referred to in clauses (a) and (b) above shall be due sixty (60) days following the Town's receipt of written notice thereof. A certificate as to such increased cost, increased capital, or reduction in return incurred by the Bank or any Participant as a result of any event mentioned in clause (a) or (b) of this subsection setting forth, in reasonable detail, the basis for calculation and the amount of such calculation shall be submitted by the Bank to the Town simultaneously with such demand for payment and shall be conclusive as to the amount thereof absent manifest error. In making the determinations contemplated by the above-referenced certificate, the Bank or Participant may make such reasonable estimates, assumptions, allocations and the like that the Bank or Participant in good faith determines to be appropriate. The obligations of the Town under this Section shall survive the termination of this Agreement.

Section 2.11. Payments Generally.

(a) Except as may be otherwise provided herein, all fees hereunder or under the Fee Letter and interest on amounts owed hereunder or under the Fee Letter or with respect to the Bank Note shall be computed on the basis of a year of 360 days, and the actual number of days elapsed. All payments by or on behalf of the Town to the Bank hereunder and under the Fee Letter shall be fully earned when due and nonrefundable when paid and made in lawful currency of the United States of America and in immediately available funds. Amounts payable to the Bank hereunder and under the Fee Letter shall be transferred to the Bank's account at Citibank, New York, ABA # 021-000-089, Credit to Account No. [] ; Ref: Town of Palm Beach or to such other account of the Bank as the Bank may specify by written notice to the Town or the Issuing and Paying Agent) not later than 3:30 p.m. New York, New York time, on the date payment is due. Any payment received by the Bank after 3:30 p.m., New York, New York time, shall be deemed to have been received by the Bank on the next Business Day. If any payment hereunder is due on a day that is not a Business Day, then such payment shall be due on the next succeeding Business Day, and, in the case of the computation of the interest or fees hereunder, such extension of time shall, in such case, be included in the computation of the payment due hereunder.

(b) If at any time insufficient funds are received by and available to the Bank to pay fully all amounts of principal, interest and fees then due hereunder and under the Fee Letter, such funds shall be applied first, to payment of that portion of the Payment Obligations constituting fees, indemnities, expenses and other amounts (including fees, charges and disbursements of counsel to the Bank and amounts payable under Section 2.06) payable to the Bank, second, to payment of that portion of the Payment Obligations constituting accrued and unpaid interest on any Drawing or other amount unpaid hereunder, under the Fee Letter or on the Bank Note (and, in any such case, first to past due interest and second to current interest), and third, to payment of that portion of the Payment Obligations constituting unpaid principal of any Drawing or the Bank Note.

Section 2.12. Maintenance of Accounts. The Bank shall maintain in accordance with its usual practice an account or accounts evidencing the Debt of the Town and the amounts payable and paid from time to time hereunder. In any legal action or proceeding in respect of this Agreement, the entries made in such account or accounts shall be presumptive evidence of the existence and amounts of the obligations of the Town therein recorded, absent manifest error. The failure to record any such amount shall not, however, limit or otherwise affect the obligations of the Town hereunder to repay all amounts owed hereunder, together with all interest accrued thereon as provided herein.

Section 2.13. Cure. The Town agrees to pay from Pledged Revenues to the Bank on demand, any amounts advanced by or on behalf of the Bank, to the extent required to cure any Default or Event of Default under this Agreement or any Related Document to which the Bank is a party. The Bank shall give the Town reasonably prompt notice of any such advances. The Bank shall have the right, but not the obligation, to cure any such Default or Event of Default.

Section 2.14. Withholding. All payments of principal, interest and any other sums due hereunder shall be made in the amounts required hereunder without any reduction or setoff, notwithstanding the assertion of any right of recoupment or setoff or of any counterclaim by the Town, and without any withholding on account of taxes, levies, duties or any other deduction whatsoever. If the Town is required by law to withhold or deduct any sum from payments required under this Agreement, the Town shall, to the extent permitted by applicable law, increase the amount paid by it to the Bank, so that, after all withholdings and deductions, the amount received by the Bank shall equal the amount the Bank would have received without any such withholding or deduction.

Section 2.15. Bank Note. The Payment Obligations shall be evidenced by the Town's promissory note payable to the order of the Bank in the principal amount equal to the Stated Amount, such note to be executed and delivered to the Bank on the Date of Issuance in the form of Exhibit B attached hereto with appropriate insertions (the "Bank Note"). The Bank's books and records of Drawings and Payment Obligations, absent manifest error, shall be conclusive as to amounts payable by the Town hereunder, under the Fee Letter and under the Bank Note. The Bank may, but shall not be required to, complete the schedule attached to the Bank Note to reflect the making and status of Unreimbursed Drawings as well as payments of principal and interest on Drawings and Term Amortizations; provided that the failure of the Bank to make any such recordation or endorsement on such schedule shall not in any way affect the obligations of the Town hereunder, under the Fee Letter or under the Bank Note. The Town shall pay principal

and interest on the Bank Note on the dates and at the rates provided for in Sections 2.04, 2.05 and 2.06 hereof.

Section 2.16. Reductions of Stated Amount and Termination of the Letter of Credit.

(a) The Stated Amount may be permanently reduced from time to time or terminated by the Town upon five (5) Business Days' prior written notice of such reduction or termination given by the Town to the Bank; provided, that (i) each such reduction shall be in an amount equal to the lesser of (A) \$1,000,000 or any integral multiple in excess thereof and (B) the Stated Amount, (ii) the Stated Amount of the Letter of Credit shall not be reduced below an amount equal to the sum of the outstanding principal amount of the Covered Notes plus interest on such principal amount of Covered Notes computed at 12% per annum for a period of 270 days and (iii) the Town first pays to the Bank all fees and expenses then due and payable by the Town to the Bank hereunder and under the Fee Letter, including any reduction fee then due and payable.

(b) Notwithstanding any provision of the Issuing and Paying Agency Agreement to the contrary, the Town agrees to (i) provide at least two (2) Business Days' prior notice to the Bank of its intention to replace or terminate the Letter of Credit, (ii) in the case of a substitution for the Letter of Credit with a substitute letter of credit, first pay to the Bank the outstanding amount of all unpaid Payment Obligations, including accrued and unpaid interest thereon, and (iii) in the case of any Termination Date, pay on the Termination Date all fees and expenses then due and payable by the Town to the Bank hereunder and under the Fee Letter, including any termination or reduction fee then due and payable.

Section 2.17. Payment of Interest Amounts. The amount of interest required to be paid on each Interest Payment Date shall be due and payable by the Town on such date at the Bank Rate, including when the Bank Rate exceeds the Maximum Interest Rate, in accordance with the following provisions:

(a) If the amount of interest payable for any period in accordance with terms hereof exceeds the amount of interest that would be payable for such period had interest for such period been calculated at the Maximum Interest Rate, then interest for such period shall be payable in an amount calculated at the Maximum Interest Rate for such period.

(b) Any interest that would have been due and payable for any period but for the operation of Section 2.17(a) shall accrue and be payable as provided in this paragraph (b) and shall, less interest actually paid to the Bank for such period, constitute the "Excess Interest Amount." If there is any accrued and unpaid Excess Interest Amount as of any date then the principal amount with respect to which interest is payable shall bear interest at the Maximum Interest Rate, until payment to the Bank of the entire Excess Interest Amount.

(c) Notwithstanding the foregoing, to the extent permitted by applicable law, on the date on which no principal amount hereunder remains unpaid, the Town shall pay to the Bank a fee equal to any accrued and unpaid Excess Interest Amount.

(d) Interest at the Bank Rate is due and payable by the Town to the Bank hereunder on each Interest Payment Date as a contractual obligation in respect of the loans and other advances made by the Bank hereunder.

Section 2.18. Limited Obligations. The Covered Notes shall not be or constitute general obligations of the Town within the meaning of the Constitution of the State but shall be payable solely from the Non-Ad Valorem Revenues and secured by a lien upon and a pledge of the Pledged Revenues in the manner and to the extent provided in the Authorizing Resolution.

ARTICLE III

CONDITIONS PRECEDENT

Section 3.01. Closing Conditions. As conditions precedent to the issuance of the Letter of Credit, the Bank shall have received the following items on or before the Closing Date, each in form and substance satisfactory to the Bank and its counsel and the Town shall satisfy the Bank that the following conditions have been fulfilled:

(a) The Related Documents, in form and substance satisfactory to the Bank, shall have been duly executed and delivered by each of the respective parties thereto and shall not have been modified, amended or rescinded, shall be in full force and effect on and as of the Closing Date and executed originals of this Agreement and executed copies, certified on the Closing Date by the Town, of the Related Documents delivered prior to the Closing Date and an executed original of each of the Related Documents delivered on the Closing Date, shall have been delivered to the Bank.

(b) The Bank shall have received a certificate of an Authorized Representative of the Town together with (i) a certified copy of all resolutions and proceedings taken by the Town authorizing the issuance of the Covered Notes and the execution, delivery and performance of the Related Documents to which the Town is a party, and the transactions hereunder and thereunder, and (ii) such other certifications as to the specimen signatures of the officers of the Town authorized to sign the Related Documents to which the Town is a party to be delivered by the Town hereunder and as to other matters of fact as shall reasonably be requested by the Bank (including certification that all such resolutions are in full force and effect on the Closing Date). The Bank shall also receive a certificate of the Town, in form and substance satisfactory to the Bank, executed by an Authorized Representative of the Town, dated the Closing Date, to the effect that all actions required to be taken by, and all resolutions required to be adopted under applicable law (which resolutions shall be attached to such certificate or provided by the Town to the Bank separately) by the Town in connection with the execution, delivery and performance of and under the Related Documents have been done and adopted.

(c) The Bank shall have received originals (or copies certified to be true copies by the Town) of all Governmental Approvals, if any, necessary for the Town to execute, deliver and perform its obligations under the Related Documents to which it is a party, together with a list of any required approvals still to be received, if any.

(d) The following statements shall be true and correct on the Closing Date and the Bank shall have received a certificate signed by an Authorized Representative dated the Closing Date, stating that on and as of the Closing Date: (i) each representation and warranty on the part of the Town contained in this Agreement or any other Related Document is true and correct in all material respects as though made on and as of such date, (ii) and no Default or Event of Default has occurred and is continuing or would result from the execution or performance of this Agreement or the Related Documents, and (iii) no petition by or against the Town has at any time been filed under the United States Bankruptcy Code or under any similar law and the Bank shall receive a certificate, signed by an authorized officer of the Town, to such effect.

(e) The Bank shall have received a certificate signed by an Authorized Representative of the Town, dated the Closing Date, to the same effect as subsections (a), (b) and (m) of this Section 3.01. Such certificate shall cover such other matters incident to the transactions contemplated by this Agreement or any Related Document as the Bank may reasonably request.

(f) The Bank shall have received an opinion or opinions of Bond Counsel dated the Closing Date and addressed to the Bank, with respect to such matters as the Bank may require.

(g) The Bank shall have received an opinion of the Town Counsel dated the Closing Date and addressed to the Bank, with respect to such matters as the Bank may require, and otherwise in form and substance satisfactory to the Bank and its counsel.

(h) The Bank shall have received copies of the other legal opinions rendered in connection with the issuance of the Covered Notes and the delivery of the Related Documents, confirmed as of the Closing Date, in each case either addressed to the Bank or stating that the Bank is entitled to rely thereon as if said opinions were addressed to them.

(i) The Bank shall have received (i) a certificate of the Issuing and Paying Agent certifying as to the authority, incumbency and specimen signatures of the authorized representatives of the Issuing and Paying Agent authorized to sign the Related Documents to which it is a party and any other documents to be delivered by it hereunder and who will be authorized to represent the Issuing and Paying Agent in connection with this Agreement, upon which the Bank may rely until it receives a new certificate.

(j) No law, regulation, ruling or other action of the United States, the State or any political subdivision or authority therein or thereof shall be in effect or shall have occurred, the effect of which would be to prevent the Bank from fulfilling its obligations under this Agreement.

(k) The Bank's fees and expenses (including attorney's fees and expenses described in the Fee Letter) payable on the Closing Date shall have been paid.

(l) Written confirmation as of the Closing Date that (i) the Covered Notes have received short-term credit ratings which are not less than the short-term ratings assigned to the Bank and (ii) the Obligor Rating is not less than Aa1 by Moody's and AA+ by S&P.

(m) There has been no Material Adverse Change, as determined by the Bank in its sole discretion, in the business, financial condition or operations of the Town since the audited financial statements of the Town, for the Fiscal Year ended [June 30, 2016] and no Material Litigation has been filed since [June 30, 2016].

(n) The Bank shall have received a certificate, in form and substance satisfactory to the Bank, dated and effective as of the Closing Date, and executed by an Authorized Representative, and stipulating that no default or event of default exists with respect to any Debt of the Town. The Bank shall have received such other certificates, approvals or filings, opinions and documents as shall be reasonably requested by the Bank.

(o) All other legal matters pertaining to the execution and delivery of this Agreement, and the other Related Documents, the issuance of the Covered Notes and the issuance of the Letter of Credit shall be reasonably satisfactory to the Bank and its counsel.

(p) Written confirmation that the Bank Note CUSIP Number has been assigned.

Section 3.02. Conditions. All amounts equal to the Principal Portion of any Drawing under the Letter of Credit are due and payable on the date drawn unless on such date the following conditions are satisfied:

(a) No Default shall have occurred and be continuing and no Stop Order shall be in effect;

(b) No Material Litigation shall be pending;

(c) No Material Adverse Change shall have occurred; and

(d) The Town shall be deemed to have made on and as of the date of such Drawing each of the representations and warranties of the Town made in this Agreement and in any certificate or document delivered in connection with this Agreement and each such representation and warranty shall continue to be accurate and complete in all material respects on and as of such date (except to the extent that such representations or warranties expressly relate to an earlier date and if such representations and warranties expressly relate to an earlier date, such representations and warranties shall be true and correct as of such date).

The Town shall be deemed to represent and warrant that the conditions described in this Section 3.02 have been satisfied on the date of such Drawing.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

The Town represents, warrants and covenants to and with the Bank as of the Closing Date and as of each date on which the Bank honors a Drawing under the Letter of Credit as follows:

Section 4.01. Organization; Existence. The Town is duly organized and validly existing as a [municipal corporation] of the State.

Section 4.02. Power and Authority. The Town has all power and authority to conduct the business related to the Project as currently conducted, to own the assets of the Project and to enter into and satisfy its obligations under this Agreement and the Related Documents to which it is a party. The Town has, and had at the time of the adoption, execution, delivery, issuance, sale or performance, full power, right and authority to (i) execute, deliver and perform its obligations under each of the Related Documents to which it is a party, and any and all instruments and documents required to be executed, adopted or delivered pursuant to or in connection herewith or therewith, (ii) issue and sell the Covered Notes as provided in the Related Documents and make payment of principal and interest, if any, on the Covered Notes and to pay the Payment Obligations and the Bank Note at the times and in the manner set forth herein, (iv) pledge the Pledged Revenues (v) perform each and all of the matters and things herein and therein provided for and the Town has complied in all material respects with the laws of the State in all matters relating to such execution, delivery and performance.

Section 4.03. Noncontravention. The execution and delivery by the Town of this Agreement and the Related Documents and the performance of its obligations hereunder and thereunder, (i) will not conflict with or result in a violation of the Constitution of the State or the laws of the State, including any debt limitations or other restrictions or conditions on the debt-issuing power of the Town; and (ii) [having regard to the Town's plan to capitalize the interest and other carrying costs of the Project through their completion date,] will not conflict with or result in a violation of, or breach of, or constitute a default under, any law, judgment, order, decree or administrative regulation or any of the terms, conditions or provisions of the Charter or any ordinance, contract, loan agreement, note, bond, resolution, indenture, mortgage, deed of trust or other agreement or instrument, material to the Project, to which the Town is a party or by which it or any property of the Town, material to the Project, is bound; and (iii) will not, except as expressly provided herein, result in the imposition or creation of any Lien, charge or encumbrance upon or invalidate or adversely affect in any way the Pledged Revenues or the Lien granted in connection therewith. In particular and not in limitation of the foregoing, the issuance of the Notes by the Town is within its authority and fully compliant with Section 7.02 of its Charter. The Town has not received any notice, not subsequently withdrawn, given in accordance with the remedy provisions of any bond resolution or ordinance, trust indenture, guarantee or agreement or State law pertaining to bonds or notes secured by the Pledged

Revenues, of any default or event of default of the Town which has not been cured, remedied or waived.

Section 4.04. Due Authorization. This Agreement and the Related Documents to which the Town is a party have been duly authorized, executed and delivered by the Town.

Section 4.05. Valid and Binding Obligations. This Agreement and the Related Documents to which the Town is a party constitute the valid and binding obligations of the Town, enforceable against the Town in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws or equitable principles relating to or limiting creditors' rights generally. The Payment Obligations are payable from the Non-Ad Valorem Revenues and secured by the Pledged Revenues as set forth herein and in the Authorizing Resolution.

Section 4.06. Litigation. There are no actions, suits or proceedings, pending with service of process accomplished nor are there any actions, suits proceedings, inquiries or investigations threatened against the Town or any property relating to the Project in any court or before any arbitrator of any kind or before or by any other Governmental Authority, (i) wherein an unfavorable decision, ruling or finding could have a Material Adverse Effect, (ii) which seek to restrain or enjoin any of the Transactions, or (iii) which may adversely affect (A) the exclusion of interest on the Covered Notes from gross income for federal income tax purposes, or (B) the ability of the Town to perform its obligations under this Agreement, the Covered Notes or any other Related Documents (any such action or proceeding being herein referred to as a Material Litigation").

Section 4.07. Insurance. The Town currently maintains insurance of such type and in such amounts or in excess of such amounts as are customarily carried by, and insures against such risks as are customarily insured against by, cities of like type, size and character to the Town.

Section 4.08. Financial Statements. The Town has delivered to the Bank a copy of its audited financial statements for the fiscal year ended [June 30, 2016]. These, together with related notes, fairly present the financial position and results of operations of the Town as of the date and for the periods therein set forth. All such financial statements have been prepared in accordance with GAAP for government entities consistently applied. Since [June 30, 2016], there has been no Material Adverse Change in the financial position, results of operations or projections of revenues of the Town that has not been disclosed in writing to the Bank. The Town has no material contingent liabilities or other material contracts or commitments payable from Non-Ad Valorem Revenues or Pledged Revenues which are not reflected in such financial statements or in the notes thereto or which have not been disclosed in writing to the Bank.

Section 4.09. Complete and Correct Information. All information, reports and other papers and data furnished to the Bank or its counsel by the Town were, taken in the aggregate and at the time the same were so furnished, complete and correct in all material respects. No fact is known to the Town which materially and adversely affects or in the future may (so far as it can foresee) materially and adversely affect the business, assets or liabilities, financial condition, results of operations of the Town, which has not been set forth in the financial statements

referred to in Section 4.08 above or in such information, reports, papers and data or otherwise disclosed in writing to the Bank by the Town. When taken in the aggregate, no document furnished or statement made by the Town in connection with the negotiation, preparation or execution of this Agreement or any Related Document contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein not misleading.

Section 4.10. Official Signatures. The Authorized Representative, on behalf of the Town, has full power and authority to execute, deliver and perform under each of the Related Documents. Any agreement, certificate or request signed by or on behalf of any Authorized Representative and delivered to the Dealer, the Issuing and Paying Agent or the Bank shall be deemed a representation and warranty by the Town to the Bank as to the truth, accuracy and completeness of the statements made by the Town therein.

Section 4.11. Pending Legislation and Decisions. There is no amendment, or to the knowledge of the Town, proposed amendment to the Constitution of the State or any State law or any administrative interpretation of the Constitution of the State or any State law, or any legislation that has passed either house of the legislature of the State, or any judicial decision interpreting any of the foregoing, the effect of which will materially adversely affect the issuance of any of the Notes, the security for any of the Notes or the Town's obligations hereunder or under any of the Related Documents, or the Town's ability to repay when due its obligations under the Notes, this Agreement, the Bank Note and the Related Documents. There is no public vote or referendum pending, proposed or concluded, the results of which could reasonably be expected to result in a Material Adverse Effect.

Section 4.12. Security. The Authorizing Resolution and this Agreement create a valid lien on, pledge of, and security interest in the Pledged Revenues as security for the Covered Notes and for the repayment of the Town's obligations under this Agreement and all action necessary to perfect the lien on, pledge of, and security interest of the Bank in the Pledged Revenues under the Authorizing Resolution and this Agreement has been duly and validly taken;

Section 4.13. Compliance. The current collection of Non-Ad Valorem Revenues and the management of the Town and the accounting and recordkeeping therefor are in material compliance with all applicable state and federal laws and all applicable resolutions, ordinances and rules of the Town. The Town is in material compliance with the terms and conditions of each of the Related Documents to which it is a party, and no breach of the terms hereof or thereof has occurred and is continuing.

Section 4.14. Default. No Default or Event of Default has occurred and is continuing.

Section 4.15. Incorporation of Representations and Warranties. The Town hereby makes to the Bank the same representations and warranties made by the Town in each of the other Related Document to which it is a party, which representations and warranties, together with the related definitions of terms contained therein, are incorporated herein by this reference with the same effect as if each and every such representation and warranty and definition were set forth herein in its entirety (except to the extent that such representations or warranties expressly relate to an earlier date and if such representations and warranties expressly relate to an

earlier date, such representations and warranties shall be true and correct as of such date). No amendment to or waiver of such representations, warranties or definitions made pursuant to the relevant Related Documents shall be effective to amend, or waive, such representations and warranties and definitions as incorporated by reference herein without the prior written consent of the Bank.

Section 4.16. Employee Benefit Plan Compliance. Any employee benefit plan maintained by the Town is in compliance with the Employee Retirement Income Security Act of 1974, as amended.

Section 4.17. Sovereign Immunity. The defense of sovereign immunity is not available to the Town in any proceedings by the Bank to enforce any of the contractual obligations of the Town under this Agreement, the Fee Letter, the Authorizing Resolution or the Covered Notes. To the extent that any such proceeding seeks enforcement based on tort or similar non-contractual claim, any statutory defense of the Town is available only to the extent required, and not permitted to be waived, under Florida Statutes Section 768.28. To the maximum extent permitted by applicable law, the Town consents to the initiation of any such proceedings in any court of competent jurisdiction and agrees not to assert the defense of sovereign immunity in any such proceedings.

Section 4.18. Interest. Neither the Issuing and Paying Agency Agreement nor the Covered Notes nor this Agreement provides for any payments that would violate any federal law or any laws of the State regarding permissible maximum rates of interest or the calculation or collection of interest upon interest. In particular, and not in limitation of the foregoing, under the laws of the State, the obligation of the Town under this Agreement and the Bank Note to pay interest at the Bank Rate and the Default Rate is a valid, binding and enforceable contractual obligation, which the Bank is entitled to enforce and collect in accordance with the laws of the State and is not subject to any limitation, restriction or cap on the per annum rate of interest that may be charged or recovered by the Bank or paid by the Town.

Section 4.19. Federal Reserve Board Regulations. The Town will not use any part of the proceeds of the Covered Notes or the funds advanced under the Letter of Credit and has not incurred any Debt to be reduced, retired or purchased by the Town out of such proceeds, for the purpose of purchasing or carrying any Margin Stock, and the Town does not own and will not acquire any such Margin Stock.

Section 4.20. Anti-Terrorism Representation.

(a) The Town is in material compliance with federal laws relating to terrorism or money laundering (“Anti-Terrorism Laws”), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the “Executive Order”), and the USA Patriot Act, Title III of Pub.L.107-56, 115 Stat. 272 ;

(b) The Town is not any of the following:

(i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(ii) a Person owned or controlled by, or acting for or on behalf of, any Person or entity that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(iii) a Person with which the Bank is prohibited from dealing or otherwise engaging in any transaction by an Anti-Terrorism Law;

(iv) a Person that commits, threatens or conspires to commit or supports “terrorism” as defined in the Executive Order; or

(v) a Person that is named as a “specially designated national and blocked person” on the most current list published by the Office of Foreign Asset Control (“OFAC”) or any list of Persons issued by OFAC pursuant to the Executive Order at its official website or any replacement website or other replacement official publication of such list (collectively, the “OFAC Lists”);

(c) The Town does not (i) conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in subsection (b)(i) above, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

Section 4.21. Environmental Matters. The operations of the Town are in compliance with all of the requirements of applicable Environmental Laws and have not become subject to any Environmental Liability nor does the Town know of any basis for any Environmental Liability that has not been disclosed in writing to the Bank, except with respect to any matters that, individually or in the aggregate, could not result in a Material Adverse Effect.

ARTICLE V

AFFIRMATIVE COVENANTS

The Town covenants and agrees that until the principal of and interest on the Covered Notes and all Payment Obligations have been indefeasibly paid in full and all other obligations of the Town under this Agreement have been paid and performed and the Bank shall have no further obligation or liability under or in respect of the Letter of Credit:

Section 5.01. Compliance With Laws and Regulations. The Town shall comply with all Applicable Laws, including Environmental Laws, to which its property may be subject; provided, however, that the Town may contest the validity or application thereof and appeal or otherwise seek relief therefrom, so long as the Town continues to perform all of its respective obligations hereunder and under the other Related Documents and provided such acts do not affect the Town’s power and authority to execute this Agreement and the Related Documents to which it is a party or to perform its obligations and pay all amounts payable by it hereunder and thereunder, or otherwise result in a Default or Event of Default hereunder (including without limitation under Section 7.01(k) or under any of the other Related Documents).

Section 5.02. Reporting Requirements. The Town shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to the business and affairs of the Town on a consolidated or combined basis in accordance with GAAP consistently applied. The Town shall furnish to the Bank an original or electronic copy of each of the following:

(a) **Annual Financial Statements.** As soon as available, and in any event within 210 days after the close of each Fiscal Year of the Town, (i) the complete audited financial statements of the Town including a Statement of Net Assets, Statement of Revenues, Expenses and Changes in Net Assets, and Statement of Cash Flows as well as the notes to the audited financial statement, together with the report of the Town's Accountant. Additionally, on the date that the Town delivers the audited financial statements required by this Section 5.02(a), the Town shall provide to the Bank a compliance certificate substantially in the form of Exhibit D hereto which provides for each of the following: (i) demonstration by the Town is in compliance with the financial covenants described in Sections 5.24 and 5.25 hereof and (ii) a statement that no Default or Event of Default has occurred and is continuing hereunder or under any of the Related Documents all as certified to by an Authorized Representative.

(b) **Quarterly Financial Statements.** As soon as available, and in any event within 45 days after each of the first three quarters of each Fiscal Year of the Town, an unaudited summary and detail of quarterly financial activity and cash position with respect to Non-Ad Valorem Revenues and Pledged Revenues together with a Compliance Certificate, a form of which is set forth as Exhibit D, properly completed and certified to by an Authorized Representative.

(c) **Reserved.**

(d) **Reserved.**

(e) **Other Reports.** Promptly upon request by the Bank, copies of any financial statement or report furnished to any other holder of Parity Debt not otherwise required to be furnished to the Bank pursuant to any other clause of this Section 5.02.

(f) **Budget.** (i) As soon as available and in any event no later than forty-five (45) days prior to commencement of each Fiscal Year, the proposed Town Budget and (ii) as soon as available and in any event within thirty (30) days of its availability, the adopted Town Budget.

(g) **Amendments.** Promptly after the adoption thereof, copies of any amendments of or supplements to the Charter and copies of any amendments to the Related Documents.

(h) **Material Event Notices.** Immediately following any dissemination, distribution or provision thereof to any Person, a copy of any Material Event Notice disseminated, distributed or provided in satisfaction of or as may be required by the provisions of Rule 15c2-12 promulgated pursuant to the Securities Exchange Act of

1934, as amended (17 C.F.R. Sec. 240.15c2-12), or any successor or similar legal requirement.

(i) **NRMSIR Filings.** Copies of all filings made by the Town with any Nationally Recognized Municipal Securities Information Repository (including the Municipal Securities Rulemaking Board's Electronic Market Access System ("EMMA")) promptly after such filings are made.

(j) **Non-Ad Valorem Revenues.** Promptly after it has been posted electronically or otherwise published, any disclosure documents distributed in connection with any issuance of the Covered Notes or other Parity Debt, and on or prior to the date on which any other indebtedness payable from the Non-Ad Valorem Revenues is to be issued or incurred, certification by an Authorized Representative of the Town as to compliance with all debt service coverage ratios that are required to be satisfied as a condition precedent to the issuance or incurrence of said indebtedness.

(k) **Investment Policy.** Promptly, written notice to the Bank of all changes to the Town's investment policy.

(l) **Other Information.** Such other information respecting the business, properties or the condition or operations, financial or otherwise, of the Project as the Bank may from time to time reasonably request.

Section 5.03. Notices.

(a) **Notice of Default.** The Town shall provide to the Bank immediate notice by telephone, promptly confirmed in writing, of any Default or Event of Default or any other development that results in, or could reasonably be expected to result in, a Material Adverse Effect.

(b) **Litigation.** The Town shall provide to the Bank written notice of all actions, suits and proceedings before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, against the Town with service of process accomplished and which involve any claims with a stated demand equal to or in excess of \$500,000 or which, if adversely determined, could have a Material Adverse Effect.

(c) **Certain Notices.** The Town shall furnish to the Bank a copy of any notice, certification, demand or other writing or communication (other than those relating specifically to administrative matters including but not limited to issuance of Commercial Paper Notes) given by the Dealer or the Issuing and Paying Agent to the Town or by the Town to the Dealer or the Issuing and Paying Agent under or in connection with any of the Related Documents, in each case promptly after the receipt or giving of the same.

(d) **Amendments.** Promptly after the adoption thereof, copies of any amendments of or supplements to any of the Related Documents

(e) ***Authorizing Resolution and Issuing and Paying Agency Agreement.***

The Town shall furnish to the Bank copies of all notices, certificates, opinions and other reports or documents (other than those relating specifically to administrative matters, including but not limited to issuance of Commercial Paper Notes) required to be filed pursuant to the Authorizing Resolution or the Issuing and Paying Agency Agreement, in each case promptly after the receipt of or giving of the same.

(f) ***S&P, Fitch & Moody's.*** Promptly after S&P, Fitch or Moody's shall have announced a change in an Obligor Rating, written notice of such rating change.

(g) ***Other Notices.*** The Town shall promptly give written notice to the Bank of any material dispute which may exist between the Town and any of the Dealer(s) or the Issuing and Paying Agent or any other material dispute in connection with any Transaction.

Section 5.04. Further Assurances. The Town shall, upon the request of the Bank, from time to time, execute and deliver and, if necessary, file, register and record such further financing statements, amendments, confirmation statements and other documents and instruments and take such further action as may be reasonably necessary to effectuate the provisions of this Agreement and the Related Documents. Except to the extent it is exempt therefrom, the Town will pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of such instruments of further assurance, and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Agreement, the Related Documents and such instruments of further assurance. Upon the exercise by the Bank of any power, right, privilege or remedy pursuant to the Related Documents which requires any consent, approval, registration, qualification or authorization of any Governmental Authority, the Town will, to the extent permitted by law, execute and deliver all necessary applications, certifications, instruments and other documents and papers that the Bank may be required to obtain for such Governmental Approval.

Section 5.05. Maintenance of Books and Records. The Town will keep proper books of record and accounts of the Project, separate from all other records and accounts of the Town, in which complete and correct entries shall be made of all transactions relating to the Project.

Section 5.06. Right of Entry. The Town shall permit the duly authorized representatives of the Bank during normal business hours and upon reasonable notice to enter the premises of the Town, or any parts thereof, to examine and copy the Town's financial and corporate books, records and accounts and to make copies thereof and extracts therefrom, and to discuss the affairs, finances, business and accounts of the Town or the Project with the Town's officers and employees.

Section 5.07. Payment of Obligations; Removal of Liens. The Town shall pay (a) all indebtedness and obligations of the Town payable from Non-Ad Valorem Revenues in accordance with the terms thereof and (b) all amounts payable by it and them hereunder and under the other Related Documents according to the terms hereof and thereof and (c) all

assessments or other governmental charges as the same respectively become due, all taxes, assessments (general or special) and governmental charges of any kind whatsoever that may be at any time lawfully assessed or levied against or with respect to the Non-Ad Valorem Revenues or the Pledged Revenues or any interest thereon and promptly discharge or cause to be discharged all liens, encumbrances and charges on the property and assets of the Town; except those amounts payable or other charges which are being contested in good faith by appropriate proceedings diligently being conducted and for which adequate reserves have been provided in accordance with GAAP as applied to governmental entities.

Section 5.08. Related Obligations. The Town shall promptly pay all amounts payable by it hereunder and under the Related Documents according to the terms hereof or thereof and shall duly perform each of its obligations under this Agreement and the other Related Documents to which it is a party; which provisions, as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety without giving effect to any expiration, amendment, supplement or termination of the Related Documents to which the Bank has not given its express written consent.

Section 5.09. Insurance. The Town will maintain insurance of such type and in such amounts or in excess of such amounts as are customarily carried by, and insures against such risks as are customarily insured against by, cities of like type, size and character to the Town.

Section 5.10. Covenant to Budget and Appropriate Until the Covered Notes are no longer outstanding, the Town hereby covenants to appropriate in its annual budget in each fiscal year, by amendment if necessary, Non-Ad Valorem Revenues in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Covered Notes, as the same become due (whether by redemption, at maturity or otherwise), to restore any deficiency in or any other fund or account created and established under the Authorizing Resolution for the Covered Notes, to pay the fees and expenses of the Issuing and Paying Agent, to pay all Payment Obligations due and owing to the Bank under this Agreement, the Fee Letter or the Bank Note, and to pay any other expenses of the Town relating to the Covered Notes.

Section 5.11. Alternate Facility.

(a) The Town covenants that, on or prior to the Termination Date, it shall use all commercially reasonable efforts to, as of the Termination Date, (i) obtain an Alternate Facility to replace the Letter of Credit or (ii) refund or retire the Covered Notes and fully pay all Payment Obligations.

(b) The Town agrees that any Alternate Facility, will require, as a condition to the effectiveness of the Alternate Facility, that the provider of the Alternate Facility or underwriter will provide funds to the extent necessary, in addition to other funds available, on the date the Alternate Facility becomes effective, for the payment of all Payment Obligations, including Unreimbursed Drawings at par plus accrued interest thereon at the Bank Rate or Default Rate, as applicable through the date such Alternate Facility becomes effective. On such date all Payment Obligations owing to the Bank shall be paid in full to the Bank.

(c) The Town shall not permit an Alternate Facility described in subparagraph (a) of this Section to become effective with respect to less than all of the Covered Notes without the prior written consent of the Bank.

Section 5.12. Employee Benefit Plan Compliance. The Town shall in a timely fashion, comply, in all material respects with all requirements under any employee benefit plan in which the Town or any of its employees participate.

Section 5.13. Disclosure to Participants. The Town agrees to permit the Bank to disclose any information received by the Bank in connection herewith, including without limitation the financial information described in Section 5.02, to any assignees or Participants of the Bank in this Agreement without notice to or further consent from the Town.

Section 5.14. Sovereign Immunity. To the fullest extent permitted by applicable law, the Town hereby waives any exemption or immunity, whether on the basis of sovereign immunity or any similar legal or equitable principle, doctrine or rule of law and whether now or at any time hereafter arising, of the Town with respect to its contractual obligations under this Agreement and the other Related Documents or with respect to any of its revenues, assets or property (irrespective of their use or intended use), from (a) jurisdiction, (b) liability, suit or other legal or equitable remedy for the amounts due and payable under the Notes, this Agreement or any of the other Related Documents or the performance of any of its other obligations hereunder or thereunder, and (c) enforcement of any judgment, order or decree to which it or its revenues, assets or property may be made subject. The Town further hereby irrevocably agrees not to assert or to otherwise obtain the benefit of, in any civil action or other legal proceeding in any court of competent jurisdiction brought to enforce or collect upon the obligations of the Town under this Agreement, the Bank Note, the other Related Documents or in respect of the Transactions, (i) any defense to personal jurisdiction, and (ii) any defense against relief by writ of mandamus for the performance of its obligations.

Section 5.15. Proceeds of Covered Notes. The proceeds of the Covered Notes will be used by the Town solely for the Project and as described in the Authorizing Resolution.

Section 5.16. Proceeds of Letter of Credit. The Town shall cause the amounts under the Letter of Credit to be used only to pay the principal of or interest on the Covered Notes which are not Excluded Notes.

Section 5.17. Preservation of Lien. The Town shall take all necessary action to maintain and preserve the lien on and security interest in the Pledged Revenues securing the Covered Notes.

Section 5.18. The Issuing and Paying Agent and Dealer. The Town shall appoint an Issuing and Paying Agent and the Dealer to act in respect of the Covered Notes pursuant to the Issuing and Paying Agency Agreement and the Dealer Agreement. If any Dealer fails to place Covered Notes for which the Town has made an Issuance Request for thirty (30) consecutive days, then the Town agrees, at the written request of the Bank, to cause such Dealer to be replaced with the Dealer reasonably satisfactory to the Bank. Any Dealer Agreement with a successor Dealer shall provide that (a) such Dealer may resign upon at least 60 days prior written

notice to the Issuing and Paying Agent, the Bank and the Town and (b) such Dealer shall use its best efforts to place the Covered Notes without regard to the Bank Rate and up to the Maximum Lawful Rate (i.e., whether or not the rate to be borne by the Covered Notes is less than the Bank Rate).

Section 5.19. Hedge Agreements. Prior to entering into any Hedge Agreement, the Town shall obtain the written consent of the Bank.

Section 5.20. Incorporation of Covenants. The Town agrees that it will perform and comply with each and every covenant and agreement required to be performed or observed by it in each of the Related Documents, which provisions, as well as related defined terms contained therein, are hereby incorporated by reference herein with the same effect as if each and every such provision were set forth herein in its entirety all of which shall be deemed to be made for the benefit of the Bank and shall be enforceable against the Town. To the extent that any such incorporated provision permits the Town, the Holders of one or more Covered Notes or any other party to waive compliance with such provision or requires that a document, opinion or other instrument or any event or condition be acceptable or satisfactory to the Town, the Holders of one or more Covered Notes or any other party, for purposes of this Agreement, such provision shall be complied with only if it is specifically waived by the Bank in writing and such document, opinion or other instrument and such event or condition shall be acceptable or satisfactory only if it is acceptable or satisfactory to the Bank which shall only be evidenced by the written approval by the Bank of the same. No termination or amendment to such covenants and agreements or defined terms or release of the Town with respect thereto made pursuant to the Related Documents, shall be effective to terminate or amend such covenants and agreements and defined terms or release of the Town with respect thereto as incorporated by reference herein without the prior written consent of the Bank. Notwithstanding any termination or expiration of any such Related Document, the Town shall, unless such Related Document has terminated in accordance with its terms and has been replaced by a new Related Document, continue to observe the covenants therein contained for the benefit of the Bank until the termination of this Agreement. All such incorporated covenants shall be in addition to the express covenants contained herein and shall not be limited by the express covenants contained herein nor shall such incorporated covenants be a limitation on the express covenants contained herein.

Section 5.21. Most Favored Covenant. In the event that the Town has previously entered into or shall hereafter enter into or otherwise consent to any agreement or instrument (or any amendment, supplement or modification thereto) (each a “Relevant Agreement”) under which any Person undertakes to make loans or to extend credit or liquidity to the Town with respect to Commercial Paper Notes or other Debt payable from Non-Ad Valorem Revenues, which Relevant Agreement (a) provides such Person with a covenant, provision or agreement which is more restrictive, as to the Town, or (b) gives or grants greater rights or remedies to such Person whether as to timing of payment, priority of payment or lien or otherwise, but excluding any provisions relating to the pricing of, or fees (including any Bank Rate, Base Rate or Default Rate of interest) payable for the provision of, such credit or liquidity (each, a “Favored Covenant”) than, in the case of (a), are undertaken by the Town herein or, in the case of (b), are given or granted to the Bank herein, then each such Favored Covenant shall automatically be deemed to be incorporated into this Agreement and the Bank shall have (i) the benefits of each such Favored Covenant as if specifically set forth in this Agreement for the duration of such

Relevant Agreement and (ii) the right to independent review and approval of any modifications of, amendments or supplements to, or waivers of compliance with, such Favored Covenant as a condition to incorporation or application of such modification, amendment, supplement or waiver into the Facility Agreement, notwithstanding that the Person or Persons party to the Relevant Agreement in which the Favored Covenant was provided may have approved or taken some other action with respect to the Favored Covenant for purposes of the Relevant Agreement. If necessary, the Town shall promptly enter into an amendment to this Agreement to include the Favored Covenant; provided that the Bank shall maintain the benefit of such Favored Covenant (provided that the Bank shall maintain the benefit of such Favored Covenant even if the Town fails to provide such amendment).

Section 5.22. CUSIP Numbers. The Town shall at all times cause Covered Notes to be assigned a CUSIP Number.

Section 5.23. Rating Maintenance. The Town covenants that it shall at all times maintain an Obligor Rating of not less than [A3, A- and A-, respectively, by any two of Moody's, S&P and Fitch, respectively].

Section 5.24. Bank Note Rating. In the event that there is at any time a Term Amortization outstanding, the Town covenants that, upon the request of the Bank, it will within five (5) Business Days after such request apply to at least one Rating Agency for a long-term unenhanced rating to be assigned to the Bank Note and use its best efforts to cause at least one Rating Agency to assign a long-term unenhanced rating to the Bank Note of at least investment grade within thirty (30) calendar days of receipt of such request.

Section 5.25. Non-Self-Supporting Debt Coverage/Additional Debt. The Town covenants that in each Fiscal Year of the Town, while the Covered Notes are outstanding, the total Non-Self-Supporting Debt due for the Fiscal Year of the Town shall not exceed 50% of Non-Ad Valorem Revenues of the Town. In addition, the Town covenants and agrees that it will not issue any Debt or incur any Debt payable from or supported by a pledge of the Non-Ad Valorem Revenues or any portion thereof unless the Town can show that following the issuance of or incurrence of such additional Debt, (i) the total amount of Non-Ad Valorem Revenues (based on the most recent Fiscal Year) will be greater than 2.00 times the Maximum Debt Service, and (ii) the total amount of Non-Ad Valorem Revenues in each Fiscal Year in which Covered Notes are outstanding (based on reasonable projections of the Town) will be greater than 2.00 times the Non Self Supporting Debt in each such Fiscal Year. For purposes of the test described in the foregoing sentence Non-Ad Valorem Revenues shall not include Project Grant Moneys, non-ad valorem special assessments which are exclusively pledged to the payment of Special Assessment Obligations and Direct Payments. Debt service on Commercial Paper Notes that are eligible for Direct Payments will be calculated net of expected Direct Payments. In the event any Commercial Paper Notes are additionally secured by non-ad valorem special assessments, debt service shall be calculated net of the amount of such non-ad valorem special assessments collected during the prior fiscal year provided that at least 90% of the non-ad valorem special assessments imposed in the prior fiscal year are collected. The foregoing notwithstanding in the event any Commercial Paper Notes are additionally secured by non-ad valorem special assessments and if debt service on such Commercial Paper Notes is not permitted to be directly offset by the amount of non-ad valorem special assessments collected

during the prior fiscal year as provided by the immediately preceding sentence, the Town may treat such non-ad valorem special assessments as Non-Ad Valorem Revenues for purposes of the foregoing coverage and additional bonds test. The Town shall in addition comply at all times with the requirements of Section 7.02 of its Charter.

Section 5.26. Change of Authorized Representative. If at any time after the Date of Issuance, any official of the Town not named in the certificate delivered on the Date of Issuance pursuant to Section 3.01(b), shall be lawfully designated as an Authorized Representative, the Town shall deliver promptly, and in no event later than five (5) Business Days after such designation, a certificate to the Bank signed by an Authorized Representative (other than the official so designated), as to the incumbency and containing the specimen signature of the Authorized Representative so designated after the Date of Issuance.

ARTICLE VI

NEGATIVE COVENANTS

The Town covenants and agrees that until the principal of and interest on the Covered Notes and all Payment Obligations have been indefeasibly paid in full and all other obligations of the Town under this Agreement have been paid and performed and the Bank shall have no further obligation or liability under or in respect of the Letter of Credit:

Section 6.01. Amendments. The Town shall not amend, modify or supplement, nor agree to any amendment or modification of, or supplement to, any of the Related Documents or consent to, or permit or suffer to occur any action, course of dealing or omission which results in, or is equivalent to, an amendment, supplementation, termination or, modification of any of the Related Documents, without obtaining the prior written consent of the Bank and any such amendment, supplementation, termination or modification made or entered into in violation of this Section shall be deemed a nullity and of no force and effect. The Town shall not take any action, nor cause the Paying Agent to take any action under any of the Related Documents, which is inconsistent with, or could reasonably be expected to impair, the Town's obligations, or the rights of the Bank under this Agreement or any of the other Related Documents including, without limitation, any right or remedy of the Bank upon an Event of Default, the Town's obligations to make payments to the Bank under Article II of this Agreement.

Section 6.02. Certain Information. The Town shall not include in an offering document or circular or reoffering supplement for the Covered Notes any information concerning the Bank that is not supplied in writing, or otherwise approved in writing, by the Bank expressly for inclusion therein.

Section 6.03. Existence; Consolidation, Merger. The Town will not fail to maintain its existence as a [municipal corporation in the State] nor directly or indirectly liquidate, wind up, terminate, reorganize, dissolve, merge or consolidate with any other Person (or suffer any liquidation, winding up, termination, reorganization or dissolution), nor shall it sell, lease, assign, transfer or otherwise dispose of (in a single transaction or a series of transactions) the Project or all or substantially all of its other property.

Section 6.04. Issuing and Paying Agent; Dealer. The Town shall not remove the Issuing and Paying Agent or the Dealer or appoint a co-issuing and paying agent or appoint a successor Issuing and Paying Agent or Dealer without the written consent of the Bank. The Town shall provide the Bank written notice of any change in the identity of the Issuing and Paying Agent or any the Dealer upon becoming aware of the same. Upon written notice from the Bank that the Issuing and Paying Agent or the Dealer is failing to perform its respective duties in the manner contemplated by the Issuing and Paying Agency Agreement, the Town shall replace or cause to be replaced the Issuing and Paying Agent or such Dealer, as the case may be, with a successor acceptable to the Bank. If the position of Issuing and Paying Agent or the Dealer becomes vacant, the Town shall promptly appoint a successor which is reasonably acceptable to the Bank.

Section 6.05. Accounting Methods and Fiscal Year. The Town will not adopt, permit or consent to any change in accounting practices other than as required by GAAP as applied to governmental entities and will not adopt, permit or consent to any change in its Fiscal Year.

Section 6.06. Exempt Status. The Town shall not take any action or omit to take any action that, if taken or omitted, would adversely affect the excludability of interest on the Covered Notes from the gross income of the Holders thereof for purposes of Federal income taxation under the Code.

Section 6.07. Take-Out Financing. The Town shall not issue any bond indebtedness or other Debt (other than the Covered Notes) the proceeds of which will be used with respect to the Project unless contemporaneously with such issuance the Town pays and discharges in full its obligations under all Covered Notes and pays and discharges all Payment Obligations under this Agreement, the Fee Letter and the Bank Note.

Section 6.08. Priority. The Town shall not issue or incur any Debt, including but not limited to Commercial Paper Notes, that is or purports to be payable from Non-Ad Valorem Revenues prior to the Covered Notes or the Payment Obligations under this Agreement, the Fee Letter or the Bank Note, nor shall the Town grant or suffer to exist any Lien with respect to the Pledged Revenues other than the Pledge under this Agreement and the pledge under Section 6.7 of the Authorizing Resolution.

Section 6.09. No impairment. The Town will neither take any action, nor cause the Issuing and Paying Agent to take any action, under the Issuing and Paying Agency Agreement or Letter of Credit which would materially adversely affect the rights, remedies or security of the Bank under this Agreement, including, without limitation, the Payment Obligations and pledge of Pledged Revenues.

Section 6.10. Application of Note Proceeds. The Town will not take or omit to take any action, which action or omission will in any way result in the proceeds from the sale of the Covered Notes being applied in a manner other than as provided in the Authorizing Resolution, the and the Issuing and Paying Agency Agreement.

Section 6.11. Application of Drawings Proceeds. The Town will not take or omit to take any action, which action or omission will in any way result in the proceeds of the Drawings

being applied for any purpose other than to pay principal and interest on Covered Notes on their respective maturity dates.

ARTICLE VII

EVENTS OF DEFAULT

Section 7.01. Events of Default. The occurrence of any of the following events shall constitute an “Event of Default,” unless waived by the Bank in writing:

(a) Failure of the Town to pay or cause to be paid when due any amount owed by the Town hereunder or under any of the other Related Documents.

(b) Failure of the Town to observe or perform the covenants set forth in Sections 5.02, 5.03, 5.07, 5.08, 5.10, 5.13, 5.14, 5.15, 5.16, 5.17, 5.18, 5.20, 5.21, 5.22, 5.23, 5.24, and 5.25 or Article VI.

(c) Failure of the Town to observe or perform any covenant, condition or provision of this Agreement or of any of the other Related Documents (other than as specified in (a) or (b) above or in any other subsection of this Section 7.01) and such failure remains uncured 30 days after written notice of such failure from the Bank to the Town.

(d) Any representation or warranty made or deemed made by or on behalf of the Town in this Agreement or any other Related Document or in any amendment of, or waiver under, this Agreement or other Related Document, or in any certificate, financial statement or other document furnished by or on behalf of the Town pursuant to or in connection with this Agreement or any of the other Related Documents shall have been inaccurate or incomplete in any material respect when made or deemed to have been made.

(e) The occurrence and continuation of an Event of Default under any of the other Related Documents;

(f) The occurrence of any (i) default by the Town in the payment of any amount due in respect of any Debt, beyond the period of grace, if any, provided in the Contract under which said Debt was created (ii) default in the observance or performance of any agreement or condition relating to any Debt or contained in any Contract evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders (or a trustee or agent on behalf of such holder or holders) to cause (determined without regard to whether any notice is required), any such Debt to become due prior to its stated maturity (or, with respect to any Hedge Agreement, to cause such Hedge Agreement to be terminated early or to become capable of being terminated early).

(g) Any Debt shall be declared to be due and payable, or required to be prepaid (for the avoidance of doubt, amounts required to be prepaid shall not include

optional prepayments) other than by a regularly scheduled required prepayment, prior to the stated maturity thereof.

(h) The entry or filing of one or more final, non-appealable judgments, writs or warrants of attachment or of any similar process which, individually or in the aggregate, equals or exceeds \$1,000,000, shall be rendered against the Town or against any of its property, or any action shall be taken by a judgment creditor to attach or levy upon any revenues or assets of the Town to enforce any such judgment.

(i) The occurrence of an Event of Insolvency with respect to the Town.

(j) The Obligor Rating by an Rating Agency shall for any reason be withdrawn or suspended or lowered to below A3 (in the case of Moody's) or A- (in the case of S&P or Fitch).

(k) This Agreement, any other Related Document or any provision of this Agreement or any of the other Related Documents shall cease to be valid and binding on the Town or a Governmental Authority with jurisdiction to rule on the validity of this Agreement or any other Related Document shall so find, announce or rule, or the Town or any Person on its or their behalf shall (i) contest the validity or enforceability of this Agreement or any Related Document or any material provision of this Agreement or any such Related Document, (ii) deny that the Town has any further liability under one or more provisions of this Agreement or any of the other Related Documents or (iii) seek an adjudication that (y) this Agreement or (z) any material provision of any Related Document relating to, or the absence or invalidity of which could adversely affect, the security for the Covered Notes, the Bank Note or the Town's ability to pay the Covered Notes or the Bank Note or perform its obligations under this Agreement or any of the other Related Documents or the rights and remedies of the Bank, is not valid and binding on the Town.

(l) Any Pledged Revenues or other funds or investments on deposit in, or otherwise to the credit of, any of the funds or accounts established under any of the Related Documents shall become subject to any writ, judgment, warrant or attachment, execution or similar process.

(m) A Determination of Taxability shall occur with respect to the Covered Notes.

(n) An event (separately or in the aggregate with other events) occurs which constitutes a Material Adverse Change.

Section 7.02. Rights and Remedies.

(a) If an Event of Default occurs and is continuing, the Bank may, in its sole discretion:

(i) By written notice to the Town, declare all Unreimbursed Drawings and Term Amortization, the Bank Note and interest thereon, immediately due and

payable, whereupon the same shall become immediately due and payable (provided that, if an Event of Default specified in Section 7.01(i) hereof shall occur, the result which would occur upon the giving of written notice of such declaration shall occur automatically without the giving of any such notice); and/or

(ii) By written notice to the Issuing and Paying Agent in the form of Exhibit C hereto (which notice shall constitute a [Stop Order] for purposes of the Issuing and Paying Agency Agreement) prohibit, until such time, if any, as the Bank shall withdraw (in writing) such notice, the issuance of additional Covered Notes, reduce the Stated Amount of the Letter of Credit to the amount of the then Outstanding Covered Notes supported by the Letter of Credit and interest payable thereon at maturity of such Covered Notes and /or terminate the Stated Amount as the ten Outstanding Covered Notes are paid, and/or

(iii) By written notice to the Town and the Issuing and Paying Agent declare that the Letter of Credit will terminate fifteen (15) days after the Issuing and Paying Agent's receipt of such notice, and/or

(iv) (A) cure any default, event of default or event of nonperformance under this Agreement or under any of the Related Documents (in which event the Town shall reimburse the Bank therefor pursuant to Section 2.13 hereof), (B) exercise its banker's lien, or right of set-off, (C) proceed to protect its right by suit in equity, action at law or other appropriate proceedings, whether for specific performance of any covenant or agreement of the Town herein contained or in the exercise of any power or remedy granted to the Bank under any of the Related Documents, or (D) exercise any other rights or remedies available under any Related Document, any other agreement or at law or in equity.

(b) From and after the occurrence of an Event of Default, all amounts owing to the Bank hereunder, under the Bank Note and under the Fee Letter shall bear interest at the Default Rate.

Section 7.03. No Waiver; Remedies. No failure on the part of the Bank to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any right under this Agreement preclude any other further exercise of such right or the exercise of any other right.

ARTICLE VIII

NATURE OF OBLIGATIONS; INDEMNIFICATION

Section 8.01. Obligations Absolute. Subject to the provisions of Section 2.01, the obligations of the Town to pay all Payment Obligations under this Agreement and the other Related Documents shall be absolute, unconditional and irrevocable, notwithstanding any other provision of this Agreement or any other Related Document, and shall not be subject to any right of setoff, recoupment or counterclaim against the Bank or any Participant and shall be paid and

performed strictly in accordance with the terms of this Agreement under all circumstances whatsoever. Until the principal of and interest on the Covered Notes and all Payment Obligations including the repayment of all Drawings, have been indefeasibly paid in full and all other obligations of the Town hereunder and under the Related Documents have been performed and discharged, the Town waives and covenants not to assert any right of setoff or recoupment against its and their obligations to make all payments of principal, interest and all other Payment Obligations due hereunder and under the other Related Documents in the amounts, from the pledged funds and at the times required hereby and thereby, and without abatement, diminution, deduction, counterclaim or defense for any reason, including, without limitation, in the following circumstances:

(a) any lack of validity or enforceability of the Letter of Credit or any of the Related Documents;

(b) any amendment or waiver of any provision, term or condition of any of the Related Documents;

(c) any failure of any portion of the Project to be delivered, constructed or completed, any defects, malfunctions, breakdowns or infirmities in the Project, any accident, condemnation, destruction or unforeseen circumstances, or any damage, destruction or condemnation of the facilities constituting the Project or any part thereof or any acts or circumstances that may constitute failure of consideration or commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State, or any political subdivision of either thereof;

(d) the existence of any dispute with, or any claim, right of setoff or recoupment, defense or other rights which the Town may have at any time against the Issuing and Paying Agent, any beneficiary or any transferee of the Letter of Credit (or any persons or entities for whom the Issuing and Paying Agent, any such beneficiary or any such transferee may be acting), the Bank (other than the defense of payment to the Bank in accordance with the terms of this Agreement), any Participant or any other Person, whether in connection with this Agreement or any transaction contemplated hereby;

(e) any statement or any other document presented under the Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect whatsoever;

(f) payment by the Bank under the Letter of Credit against presentation of a sight draft or certificate which does not comply with the terms of the Letter of Credit; and

(g) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff or recoupment against, the Town's obligations hereunder or under any of the other Related Documents.

Section 8.02. Continuing Obligation. All covenants, agreements, representations and warranties made by the Town in this Agreement and in the certificates or other instruments

delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Bank and shall survive the execution and delivery of this Agreement, the issuance of the Letter of Credit and any Drawings under the Letter of Credit, regardless of any investigation made by the Bank or on its behalf and notwithstanding that the Bank may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the Covered Notes or any Payment Obligations remain Outstanding and unpaid. The obligations of the Town under this Agreement shall survive the expiration or termination of the Letter of Credit and continue until the date upon which all amounts due and owing to the Bank hereunder and under the Bank Note shall have been indefeasibly paid in full; *provided, however*, that the obligations of the Town pursuant to Article II and Sections 8.03, and 8.04 hereof shall survive any expiration or termination of this Agreement.

Section 8.03. Liability of the Bank. With respect to the Bank, the Town assumes any and all risks with respect to the acts or omissions of each of the Issuing and Paying Agent, the Dealer and any transferee of the Letter of Credit and any other Person in connection with its or their use of the Letter of Credit or of any amounts made available by the Bank thereunder. Neither the Bank, its Affiliates or any Participant, nor any of their respective officers, directors, employees or agents shall be liable or responsible for any of the following: (a) the use that may be made of the Letter of Credit or any amounts made available by the Bank thereunder or for any acts or omissions of the Issuing and Paying Agent, the Town, the Dealer or any other Person in connection with the Letter of Credit or the use of its proceeds; (b) any of the acts, omissions, agreements, circumstances or conditions covered by the indemnification provided in Section 8.04 hereof, (c) any act or omission of the Bank; (d) the validity, sufficiency or genuineness of documents, or of any endorsement(s) thereon, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged; (e) payment by the Bank against presentation of documents which do not comply with the terms of the Letter of Credit, including failure of any documents to bear any reference or adequate reference to the Letter of Credit; or (f) any other circumstances whatsoever in making or failing to make payment under the Letter of Credit; provided, that, the Town shall have a claim against the Bank, and the Bank shall be liable to the Town, to the extent, but only to the extent, of any direct, actual damages, but expressly not for any lost profits or any consequential, special, indirect or punitive damages (the right to recover or receive lost profits, consequential, special, indirect or punitive damages being hereby waived), suffered by the Town and not required to be mitigated by the Town, which direct, actual damages are determined by a final and nonappealable judgment of a court of competent jurisdiction to have been directly caused by (i) the Bank's willful misconduct or gross negligence in determining whether documents presented under the Letter of Credit comply with the terms thereof or (ii) the Bank's willful failure to pay under the Letter of Credit after the presentation to it by the Issuing and Paying Agent of a draft and certificate strictly complying with the terms and conditions thereof; provided, however, that the maximum amount of damages recoverable by the Town as provided above is expressly limited to the Stated Amount. In furtherance and not in limitation of the foregoing, the Bank may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary.

Section 8.04. Indemnification; Taxes, Etc. In addition to any and all rights of reimbursement, indemnification, subrogation or any other rights pursuant hereto or under law or

equity, to the extent permitted by law, the Town hereby agrees to defend, indemnify and hold harmless each of the Bank, its Affiliates each Participant and each of the respective officers, directors, employees and agents of the foregoing Persons (each an "Indemnified Party") from and against any and all claims, damages, losses, liabilities, reasonable costs or expenses whatsoever (including reasonable attorneys' fees) that an Indemnified Party may incur (or which may be claimed against an Indemnified Party by any Person whatsoever) that arises out of or in connection with any of the Transactions contemplated by this Agreement or the Related Documents, including, without limitation, (i) any untrue statement or alleged untrue statement of any material fact contained or incorporated by reference in the Offering Memorandum or any other offering circular or document used in connection with the Notes or the Letter of Credit, or in any supplement or amendment thereof, or the omission or alleged omission to state therein a material fact necessary to make such statements, in the light of the circumstances under which they are or were made, not misleading or the failure to deliver the Offering Memorandum or any other offering circular or document to any offeree or purchaser of the Notes (but excluding the Bank Disclosure or equivalent disclosure information relating to the Bank included in such other offering circular or document and provided in writing by the Bank for inclusion therein); (ii) the execution and delivery or transfer of, or payment or failure to pay under the Letter of Credit; (iii) (A) the issuing, offering or sale of the Notes or (B) the pledge, holding, transfer, registration, delivery, sale or other disposition of the Bank Note under the Related Documents or this Agreement; (iv) the proposed or actual use of the proceeds of the Notes or any amounts drawn under the Letter of Credit; (v) the untruth or material inaccuracy of any warranty or representation undertaken or given by the Town in this Agreement or any Related Document or in any certificate furnished hereunder or thereunder or the breach or nonperformance by any Person of any covenant of this Agreement or any other Related Document; any act or omission of the Town or any imposition arising from, burden imposed by, violation of, or failure to comply with any applicable law by the Town; (vii) any Taxes or Other Taxes; or (viii)(A) any patent or latent condition of the Project, including without limitation, any Environmental Claim or Environmental Liability, (B) the construction, reconstruction, improvement, use, occupancy, conduct or management of or any work or anything whatsoever done or omitted to be done in or about the Project or (C) any accident, injury or damage whatsoever to any person occurring in or about the Town provided, in each case, that the Town shall not be required to indemnify the Bank for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, directly caused by (1) the willful misconduct or gross negligence of the Bank or (2) the Bank's willful failure to pay under the Letter of Credit after the presentation to it by the Issuing and Paying Agent of a draft and certificate strictly complying with the terms and conditions of the Letter of Credit, to the extent that there has been a final and nonappealable judgment of a court of competent jurisdiction that such claims, damages, losses, liabilities, costs and expenses were directly caused by the willful misconduct or gross negligence of the Bank. If any proceeding shall be brought or threatened against an Indemnified Party by reason of or in connection with the events described in (i), (ii), (iii), (iv), (v), (vi), (vii) or (viii), such Indemnified Party shall promptly notify the Town in writing and the Town shall assume the defense thereof, including the employment of counsel and the payment of all costs of litigation. The Town will not settle or compromise any such action or claim without the prior written consent of the relevant Indemnified Party if the settlement or compromise would require any act or admission by such Indemnified Party or any of its Affiliates, or impose any cost or expense on the Indemnified Party or its Affiliates or impose any limitation on the business or future actions

of the Indemnified Party or its Affiliates. Notwithstanding the preceding sentence, an Indemnified Party shall have the right to employ its own counsel and to determine its own defense of such action in any such case, but the fees and expenses of such counsel shall be at the expense of an Indemnified Party unless (x) the employment of such counsel has been authorized in writing by the Town or (y) the Town, after due notice of the action, shall not have employed counsel to have charge of such defense, in either of which events the reasonable fees and expenses of counsel for such Indemnified Party shall be borne by the Town. The Town shall not be liable for any settlement of any such action effected without its consent. Nothing under this Section 8.04 shall or shall be construed to limit the Town's payment obligations under Article II.

The provisions of this Section 8.04 shall survive the termination of this Agreement and the payment in full of the Covered Notes and the obligations of the Town thereunder and hereunder.

Section 8.05. Facsimile Documents. At the request of the Town, the Letter of Credit provides that Drawings thereunder may be presented to the Bank by, among other methods, facsimile. The Town acknowledges and assumes all risks relating to the use of such facsimile demands for payment and agrees that its obligations under this Agreement and the Related Documents shall remain absolute, unconditional and irrevocable as provided in Section 8.01 above if the Bank honors such facsimile demands for payment.

ARTICLE IX

TRANSFER, REDUCTION OR EXTENSION OF LETTER OF CREDIT

Section 9.01. Transfer, Reduction and Reinstatement. The Letter of Credit may be transferred, reduced and reinstated in accordance with the provisions set forth therein.

Section 9.02. Extension. The Stated Expiration Date of the Letter of Credit may be extended by the Bank upon the written request of the Town given to the Bank at least 180 days prior to, but no later than 90 days prior to, the Stated Expiration Date. By making any such request, the Town shall be deemed to represent and warrant that the conditions set forth in Section 3.02 are satisfied as of the date of such request. The Bank will make reasonable efforts to respond to such request within 30 days after receipt of all information necessary, in the Bank's reasonable judgment, to permit the Bank to make an informed credit decision. In the event the Bank fails to definitively respond to such request within such period of time, the Bank shall be deemed to have refused to grant the requested extension. The Bank may, in its sole and absolute discretion, decide to (i) provide written notice to the Town and the Issuing and Paying Agent that the Letter of Credit will be extended to the new expiration date set forth in such notice in accordance with the terms of the Letter of Credit or (ii) provide written notice to the Town that the Letter of Credit will not be so extended. The consent of the Bank to extend, if granted, shall be conditioned upon the conditions set forth in Section 3.02 being satisfied on the date on which the Stated Expiration Date of the Letter of Credit is so extended, and may also be conditioned upon, the preparation, execution and delivery of documentation in form and substance

reasonably satisfactory to the Bank and consistent with this Agreement. If such extension request is granted as provided herein, then the current Stated Expiration Date the Letter of Credit shall be extended to the date agreed to by the Town and the Bank by the Bank's delivery of a [Notice of Extension in the form of Exhibit [G] to the Letter of Credit.]

ARTICLE X

MISCELLANEOUS

Section 10.01. Right of Setoff; Other Collateral. Upon the occurrence of an Event of Default, the Bank and its Affiliates may, at any time and from time to time, without notice to the Town or any other Person (any such notice being expressly waived), set off and appropriate and apply, against and on account of, any obligations and liabilities of the Town to the Bank or its Affiliates, whether or not arising under or connected with this Agreement or the Related Documents and without regard to whether or not the Bank shall have made any demand therefor and although such obligations and liabilities may be contingent or unmatured and regardless of currency, place of payment or booking office thereof, any and all deposits (general or special, including but not limited to Debt evidenced by certificates of deposit, but not including trust accounts) and any other Debt or other payment obligation at any time held or owing by the Bank or its Affiliates to or for the credit or the account of the Town, whether or not arising under or connected with this Agreement or the Related Documents, whether or not matured, whether or not contingent and regardless of the currency, place of payment or booking office thereof. The rights of the Bank under this Section are in addition to other rights and remedies (including other rights of setoff) which the Bank may have at law or in equity.

Section 10.02. Amendments and Waivers; Remedies Cumulative. No amendment or waiver of any provision of this Agreement nor consent to any departure by the Town from any such provision shall in any event be effective unless the same shall be in writing and signed by the Bank. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. In the event any covenant or agreement contained in this Agreement is breached by the Town and thereafter waived by the Bank, such waiver shall be limited to the particular breach so waived for the specific period set out in such waiver and such waiver shall not constitute a waiver of such breach for any other period and shall not waive any other or similar breach hereunder. Specifically and not in limitation of the foregoing, this Agreement may not be amended or modified by course of dealing, oral acknowledgement or agreement or by any writing, unless it is a writing which is expressly stated to constitute an amendment of this Agreement and is signed by an authorized officer of the Bank and an authorized officer of the Town. The rights and remedies of the Bank hereunder are cumulative and are not exclusive of any rights or remedies that it would otherwise have under law or equity.

Section 10.03. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

Section 10.04. Notices. Unless specifically indicated otherwise herein, all notices and other communications provided for hereunder shall be in writing and if to the Town, the Town, addressed to the Town at:

Town of Palm Beach
360 South County Road
Palm Beach, Florida 33480
Attention: Jane Struder, Director of Finance
Telephone: (561) 835-4724
Facsimile: []

With a copy to:

Jones Foster
505 South Flagler Drive, Suite 1100
West Palm Beach, FL 33401
Attention: John C. Randolph, Town Counsel
Telephone: (561) 650-0458
Facsimile: []

For service of process:

With a copy to:

or if to the Bank, addressed to if at:

For Administrative Matters:

[Citibank, N.A., Delaware
1615 Brett Rd., OPS 3
New Castle, Delaware 19720
Attention: Adriene Jackson
Telephone: (302) 323-5888
Facsimile: (212) 994-0849
E-Mail: adriene.jackson@citi.com]

With a copy to:

Citibank, N.A., Tampa
11780 US Highway #1, Suite 201 North Tower

North Palm Beach, FL 33408
Attention: Michael Hole
Telephone: (561) 694-7088
Facsimile: []
E-Mail: Michael.g.hole@citi.com

For Credit Matters:

Citibank, N.A.
388 Greenwich Street, 8th Floor
New York, NY 10013
Attention: Municipal Credit Surveillance
E-Mail: munisurveillance@citi.com

With a copy to:

Citigroup Global Markets, Inc.
388 Greenwich Street, 8th Floor
New York, NY 10013
Attention: Rebekah McGuire
E-Mail: rebekah.mcguire@citi.com

or if to the Issuing and Paying, addressed to it at:

[]

or if to the Dealer, addressed to it at:

Citigroup Global Markets Inc.
Public Finance Department
388 Greenwich Street, 8th Floor
New York, New York 10013
Attention: Manager, Short-Term Finance Group

or as to each party at such other address as shall be designated by such party in a written notice to the other parties.

Any notice or other communication shall be sufficiently given and shall be deemed given when delivered to the addressee in writing or when given by telephone immediately confirmed in writing by tested telex, telecopier or other telecommunication device.

Section 10.05. Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the

remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 10.06. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the state of New York without regard to choice of laws rules other than New York general obligations law Section 5-1401 (or any successor statute thereto), except that the capacity, power or authority of the Town to enter into and perform this Agreement shall be governed by, and construed in accordance with, the laws of the State.

Section 10.07. Consent to Jurisdiction, Venue and Service of Process. The Town and, pursuant to, and in accordance with, Section 5-1402 of the New York General Obligations Law (or any successor statute thereto), the Bank, irrevocably (a) agree that any suit, action or other legal proceeding arising out of or relating to this Agreement shall be brought in the exclusive jurisdiction of a court of record in the State of New York located in the Borough of Manhattan or in the United States District Court for the Southern District of the State of New York located in the Borough of Manhattan, (b) consent to the jurisdiction of each such court in any such suit, action or proceeding, and (c) waive any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. The Town and the Bank also irrevocably consent to the service of any and all process in any such action or proceeding by the mailing of copies of such process to the respective address set forth for such party in Section 10.04. The Town and the Bank agree that a final judgment in any suit, action or proceeding shall be conclusive and may be enforced in appropriate jurisdictions by suit on the judgment or in any other manner provided by law. All mailings under this Section 10.07 shall be by certified mail, return receipt requested.

Nothing in this Section 10.07 shall affect the right of the Bank to serve legal process in any other manner permitted by law or affect the right of the Bank to bring any suit, action or proceeding against the Town or its property in the courts of any other jurisdiction.

Section 10.08. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not have any effect for purposes of interpretation or construction of the terms of this Agreement.

Section 10.09. Participations. The Town acknowledges and agrees that the Bank may participate all or any portion of its obligations under the Letter of Credit and the obligations of the Town under the Bank Note, and the obligations of the Town under this Agreement and any other Related Documents (collectively, the “Participated Obligations”) to other financial institutions and waives any notice of such participations. The Town agrees to provide to the Bank, promptly upon request, a copy of the most recent financial information concerning the Town thereof in connection with any such participation or prospective participation. The Bank may disclose to any Participants or prospective Participants any information or other data or material in the Bank’s possession relating to this Agreement, the Offering Memorandum or any Related Document, without the consent of or notice to the Town. The Town further acknowledges and agrees that upon any such participation the Participants will become owners of a pro rata portion of the Participated Obligations and the Town waives any right of setoff it may at any time have against the Bank or any Participant with regard to the Participated

Obligations. The grant of any participation interest in the Participated Obligations shall not impair the Bank's obligation to honor Drawings made in accordance with the express terms of the Letter of Credit. The Town's agreement to extend to each Participant to the benefit of the yield protection, limitation on liability and indemnification provisions of this Agreement contained in Sections 2.10, 8.03 and 8.04 hereof is limited to yield protection, limited liability and indemnification to the same extent that the Bank would be entitled had the Bank not sold a participation to such Participant. No participation in this Agreement sold by the Bank shall increase the Town's obligation under this Agreement beyond those that exist in favor of the Bank. The Town shall have no financial liability or responsibility to any Participant as a result of the Bank's failure to disclose to a Participant information regarding the Town or the Project that the Town had made available to the Bank.

Section 10.10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Town, the Bank and their respective successors, endorsees and assigns, provided that the Town may assign, transfer or delegate all or any portion of its respective rights or obligations hereunder without the prior written consent of the Bank. The Bank may grant interests in its rights hereunder as provided in Section 10.09; provided, however, that no such grant shall affect the obligations of the Bank under the Letter of Credit.

Notwithstanding any other provision of this Agreement, the Bank may at any time pledge or grant a security interest in all or any portion of its rights (including, without limitation, rights to payment under this Agreement) to secure obligations of the Bank to a Federal Reserve Bank, without notice to or consent of the Town; provided that no such pledge or grant of a security interest shall release the Bank from any of its obligations hereunder, as the case may be, or substitute any such pledgee or grantee for the Bank as a party hereto, as the case may be.

Section 10.11. Complete and Controlling Agreement. This Agreement and the other Related Documents completely set forth the agreements between the Bank and the Town and fully supersede all prior and contemporaneous understandings, agreements, and contracts, both written and oral, between the Bank and the Town relating to the issuance of the Letter of Credit and all matters set forth herein and in the Related Documents.

Section 10.12. Waiver of Rule of Construction. The Town hereby waives any and all provisions of law to the effect that an ambiguity in a contract or agreement should be interpreted against the party responsible for its drafting.

Section 10.13. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOWN AND THE BANK EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (WHETHER AS CLAIM, COUNTERCLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE) BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE TOWN OR THE BANK. THE TOWN ACKNOWLEDGES AND AGREES THAT IT HAS RECEIVED FULL AND SUFFICIENT CONSIDERATION FOR THIS PROVISION AND RECOGNIZES AND AGREES THAT THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE BANK ENTERING INTO THIS AGREEMENT AND

ISSUING THE LETTER OF CREDIT. THE TOWN REPRESENTS AND ACKNOWLEDGES THAT IT HAS REVIEWED THIS PROVISION WITH ITS LEGAL COUNSEL AND THAT IT HAS KNOWINGLY AND VOLUNTARILY WAIVED ANY JURY TRIAL RIGHTS IT MAY HAVE FOLLOWING CONSULTATION WITH SUCH LEGAL COUNSEL.

Section 10.14. Payments Set Aside. To the extent that any payment by or on behalf of the Town is made to the Bank, or the Bank exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Bank in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred.

Section 10.15. Usury. If notwithstanding the application of Section 2.10 of this Agreement, Applicable Law shall be interpreted by a court of competent jurisdiction to render usurious any amount or amounts payable to the Bank under this Agreement, the Fee Letter, the Covered Notes or the Bank Note, or contracted for, charged or received by the Bank with respect to the obligations of the Town hereunder or under the Bank Note, or if any acceleration or optional or extraordinary prepayment results in the Town having paid any interest (together with any Charges) in excess of that permitted by Applicable Law, then it is the Bank's express intent that all excess amounts theretofore collected by the Bank shall be credited against the principal balance of the Town's obligations to the Bank and the provisions of this Agreement and the other Related Documents shall immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder modified, without the necessity of the execution of any new documents, so as to comply with the Applicable Law, but so as to permit the recovery of the fullest amount otherwise called for hereunder or thereunder. All sums paid or agreed to be paid to the Bank, which may be characterized as interest under Applicable Law shall, to the extent permitted thereby, be amortized, prorated, allocated, and spread throughout the full stated term of the Bank Note or other obligations of the Town until payment in full so that the rate or amount of interest on account of such obligations does not exceed the Maximum Interest Rate from time to time in effect and applicable to such obligations for so long as the obligations are Outstanding.

Section 10.16. Electronic Signature; Electronically Signed Document. For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the Internet as a pdf (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature. The parties agree that the electronic signature of a party to this Agreement (or any amendment or supplement of this Agreement) shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts", if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same

conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Section 10.17. No Advisory or Fiduciary Responsibility. In connection with all aspects of the Transactions contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Related Document), the Town acknowledges and agrees that: (i) (A) the arranging, structuring and other services regarding this Agreement provided by the Bank and any of its Affiliates are arm's-length commercial transactions between the Town, on the one hand, and the Bank and its Affiliates, on the other hand, (B) the Town has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (C) the Town is capable of evaluating, and understands and accepts, the terms, risks and conditions of the Transactions contemplated hereby and by the other Related Documents; (ii) (A) the Bank and each of its Affiliates is and has been acting solely as a principal and has not been, is not, and will not be acting as an advisor, agent or fiduciary for the Town, or any other Person and (B) neither the Bank nor any of its Affiliates has any obligation to the Town with respect to the Transactions, except those obligations expressly set forth herein; and (iii) the Bank and each of its Affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Town, and neither the Bank nor any of its Affiliates has any obligation to disclose any of such interests to the Town. To the fullest extent permitted by Applicable Law, the Town hereby waives and releases any claims that it may have against the Bank and each of its Affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

Section 10.18. No Personal Liability. No member, officer, agent or employee of the Town shall be individually or personally liable for the obligations of the Town hereunder or be subject to personal liability or accountability by reason of any provision hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Letter of Credit Reimbursement Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

TOWN OF PALM BEACH

By: _____

Approved as to form:

TOWN COUNSEL

By _____

Name: _____

Title: _____

CITIBANK, N.A.

By: _____

Name: _____

Title: _____

EXHIBIT A
FORM OF LETTER OF CREDIT

DIRECT PAY LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT NO. []

[], 2017

[],
as Issuing and Paying Agent

Attention:

\$22,650,000
Town of Palm Beach, Florida
Commercial Paper Notes
Series 2017

Ladies and Gentlemen:

At the request and for the account of the Town of Palm Beach, Florida (the “Town”) pursuant to the Letter of Credit Reimbursement Agreement between Citibank, N.A. (the “Bank”) and the Town dated as of []1, 2017 (as amended or supplemented from time to time pursuant to its terms, the “Reimbursement Agreement”), the Bank hereby establishes this Irrevocable Letter of Credit (the “Letter of Credit”) in your favor as Issuing and Paying Agent (the “Issuing and Paying Agent”) under the Issuing and Paying Agency Agreement dated as of []1, 2017 (as amended or supplemented from time to time in accordance with its terms, the “Paying Agent Agreement”) by and between you and the Town, for the benefit of the Holders of the above-referenced notes (the “Covered Notes”) in accordance with the following terms and conditions.

1. Expiration. This Letter of Credit automatically shall expire at the close of business on the earliest of the following (the “Termination Date”):

(a) [3RD ANNIVERSARY OF ISSUANCE], or such later date specified in a written notice from the Bank to you in the form of Exhibit G hereto (as extended from time to time, the “Stated Expiration Date”); or

(b) the Bank's receipt of your certificate in the form of Exhibit D or E hereto appropriately completed, together with this original Letter of Credit; or

(c) fifteen (15) days after you have received written notice from the Bank in the form of Schedule II stating that an Event of Default has occurred under the Reimbursement Agreement and directing that you make a Final Drawing (as defined in paragraph 5 herein) hereunder, pursuant to a certificate for Final Drawing in the form of Exhibit B, whereby you shall draw an amount hereunder equal to the principal of and accrued interest to maturity on all Covered Notes Outstanding in the manner provided herein and in such written notice in the form of Schedule II.

In the event such expiration date shall not be a Business Day (as hereinafter defined), then this Letter of Credit shall expire on the next succeeding Business Day.

2. **Stated Amount.** The maximum aggregate amount available under this Letter of Credit shall be \$[], which amount as from time to time reduced and reinstated as provided in paragraphs 3 and 4 is hereinafter referred to as the "Stated Amount." Of the initial Stated Amount, up to \$[] is available for the payment of the unpaid principal of the Covered Notes (the "Principal Portion") and up to \$[] is available for the payment of the unpaid interest accrued on the Covered Notes (the "Interest Portion") (270 days of interest at [12%] per annum based on a year of 365 days). On each date on which payment is to be made on the Covered Notes secured by this Letter of Credit you may submit a Drawing (as defined in paragraph 6 hereof) to the Bank as provided in paragraph 7 hereof in an amount equal to the lesser of (1) the Stated Amount or (2) the amount of principal and interest due on the Covered Notes maturing on the date for which the Drawing is requested.

3. **Reductions in the Stated Amount.** The Stated Amount shall be reduced automatically from time to time as follows:

(a) Upon the Bank's honoring of a Drawing hereunder, the Stated Amount shall be reduced by an amount equal to the amount of such Drawing.

(b) Upon the Bank's receipt of your certificate in the form of Exhibit C hereto appropriately completed, the Stated Amount shall be reduced by an amount equal to the amount specified in such certificate, provided that no reduction under this clause (b) shall duplicate any reduction under (a) above.

4. **Reinstatement.** Reductions under paragraph 3(a) by reason of a Drawing hereunder pursuant to a certificate in the form of Exhibit A hereto properly completed presented prior to the delivery to you of a Stop Order in the form of Schedule I hereto shall be reinstated automatically to the extent the Bank receives reimbursement for the amounts so drawn. Any such automatic reinstatement shall be in an amount equal to the amount of such reimbursement. The Bank shall advise the Issuing and Paying Agent of such reinstatement and the amount thereof upon request. Reductions under paragraph 3(a) by reason of a Drawing hereunder pursuant to a certificate in the form of Exhibit B hereto or a Drawing in the form of Exhibit A hereto following the delivery to you of a Stop Order in the form of Schedule I hereto and reductions under paragraph 3(b) shall not be subject to reinstatement.

5. **Documents To Be Presented.** Funds under this Letter of Credit are available to you, against a certificate purported to be signed by you in the form of Exhibit A hereto (each, a “Maturity Drawing”) or Exhibit B hereto (the “Final Drawing”) appropriately completed (Maturity Drawings and the Final Drawing are herein collectively referred to as “Drawings”).

6. **Method and Notice of Presentment.**

Each Drawing referenced in paragraph 5 may be delivered to the Bank in person, by mail, by an express delivery service or by confirmed facsimile, at such number or numbers as we shall notify you from time to time in writing. Each Drawing shall be presented on or after the date of this Letter of Credit during the Bank’s business hours on a Business Day prior to the expiration hereof at our office at [Citibank, N.A., c/o Citicorp North America, Inc., 3800 Citibank Center, Building B, Third Floor, Tampa, FL 33610, Attention: Standby Letter of Credit Department, Facsimile No.: (813) 604-7187], or at such other address or facsimile number as we may notify you in writing from time to time. As used herein, “Business Day” means any day other than (i) a Saturday or a Sunday, (ii) a day on which banks located in the State of New York are required or authorized to close, (iii) a day on which the New York Stock Exchange is closed, or (iv) a day on which commercial banks in the city of which drawing requests under this Letter of Credit are to be presented are required or authorized to close. .

7. **Time and Method for Payment.**

(a) If a Drawing is presented on a Business Day in conformity with the terms and conditions hereof, payment shall be made to you, if the Drawing is received by the Bank prior to [11:00 a.m., not later than 2:30 p.m.] on the same Business Day or such later date as you may specify in such Drawing, but no later than the Termination Date, and if received after [11:00 a.m., not later than 2:30 p.m.] on the next succeeding Business Day following receipt of such Drawing, or such later date as you may specify in such Drawing, but no later than the Termination Date. Upon such presentation, the Bank shall be obligated to advance funds in an amount equal to the amount of such Drawing. All times referenced herein are New York, New York times.

(b) Unless otherwise agreed, payment under this Letter of Credit shall be made by Fedwire in immediately available funds to the Issuing and Paying Agent [INSERT BANK NAME], ABA #[], Account #[], Reference: Town of Palm Beach [CP PROGRAM]. For the purposes of determining compliance with the times for payment specified in (a) above, payment shall be deemed to have been made by the Bank when the Bank has delivered appropriate wire transfer instructions to an appropriate Federal Reserve Bank.

(c) All payments made by the Bank under this Letter of Credit shall be made with the Bank’s own funds.

8. **Transferability.** This Letter of Credit is transferable in its entirety, but not in part, to any transferee who has succeeded you as Issuing and Paying Agent under the Paying Agent Agreement and may be successively transferred. Transfer of the available balance under

this Letter of Credit to such transferee shall be effected by the presentation to the Bank of this Letter of Credit accompanied by a certificate in the form of Exhibit F hereto.

9. **GOVERNING LAW and RULES.** This Credit is issued subject to the International Standby Practice, (“ISP98”), International Chamber of Commerce Publication 590 and as to matters not addressed by the ISP98 shall be governed by and construed in accordance with the laws of the State of New York and applicable U.S. Federal law.

10. **Irrevocability.** This Letter of Credit shall be irrevocable.

11. **No Third-Party Negotiation.** A Drawing under this Letter of Credit shall be presented directly to the Bank and shall not be negotiated to or by any third party.

12. **Excluded Notes.** No Drawing may be made under this Letter of Credit with respect to any Covered Notes issued after your receipt of any Stop Order in the form of Schedule I hereto or a Final Drawing Notice in the form of Schedule II hereto, in either case, from the Bank and prior to your receipt of written notice from the Bank that such Stop Order or Final Drawing Notice, as applicable, is rescinded. Covered Notes referred to in this paragraph 12 are herein referred to as “Excluded Notes.”

13. **Address for Communications.** Communications with respect to this Letter of Credit shall be in writing and shall be addressed to the Bank at the address referenced in paragraph 6, specifically referring thereon to this Irrevocable Letter of Credit No. [TO BE SUPPLIED]. Copies of such communications and any Drawing shall also be sent to us at Citibank, N.A., 388 Greenwich Street, 8th Floor New York, NY 10013; Attention: Ms. Rebekah McGuire and at such other address, telephone or facsimile number or person as the Bank shall designate to you by written notice; provided, however, that the failure to send such copies shall not affect the obligations of the Bank hereunder.

14. **Complete Agreement.** This Letter of Credit, including Schedules I through II and Exhibits A through G hereto, sets forth in full the terms of the Bank’s undertaking. Reference in this Letter of Credit to other documents or instruments is for identification purposes only and such reference shall not modify or affect the terms hereof or cause such documents or instruments to be deemed incorporated herein.

[Remainder of page intentionally left blank]

We hereby agree with you to honor your Drawings payment presented in strict compliance with the terms and conditions of this Letter of Credit.

Very truly yours,

CITIBANK, N.A.

By _____
Name _____
Title: _____

**SCHEDULE I
FORM OF STOP ORDER**

[DATE]

[]
as Issuing and Paying Agent
Attention: []

Town of Palm Beach
Department of Finance
360 S. County Road
Palm Beach, FL 33480
Attention: Jane Struder

**\$22,650,000
Town of Palm Beach, Florida
Commercial Paper Notes
Series 2017**

Irrevocable Letter of Credit No. []

Ladies and Gentlemen:

Pursuant to Section 7.02 of that certain Letter of Credit Reimbursement Agreement dated as of [] 1, 2017 (the "Reimbursement Agreement") between the Town of Palm Beach, Florida and Citibank, N.A. (the "Bank"), you are hereby notified that an Event of Default under Section _____ of the Reimbursement Agreement, has occurred and is now continuing and (ii) upon receipt of this notice, no new Covered Notes (as defined in the Reimbursement Agreement) shall be issued or authenticated. This Stop Order shall remain in effect unless you have received written notification from us that this Stop Order has been rescinded.

IN WITNESS WHEREOF, the undersigned has executed this Stop Order as of this _____ day of _____, 20____.

CITIBANK, N.A.

By _____
Name _____
Title _____

SCHEDULE II
FORM OF FINAL DRAWING NOTICE

[DATE]

,
as Issuing and Paying Agent

\$22,650,000
Town of Palm Beach, Florida
Commercial Paper Notes
Series 2017

Irrevocable Letter of Credit No. []

Ladies and Gentlemen:

The undersigned, pursuant to the Letter of Credit Reimbursement Agreement dated as of [] 1, 2017 (the “Reimbursement Agreement”) between the Town of Palm Beach, Florida and Citibank, N.A. (the “Bank”), hereby notifies you as Issuing and Paying Agent for the above-referenced Notes (the “Covered Notes”) that an Event of Default, as defined in the Reimbursement Agreement, has occurred. Unless this notice is subsequently rescinded by the undersigned in writing, you are directed to make a final Drawing under the above-referenced Letter of Credit (the “Letter of Credit”) issued for your benefit as Issuing and Paying Agent for the Covered Notes within two (2) Business Days of your receipt of this notice (a “Final Drawing”) and all Covered Notes issued on or after the date you receive this notice shall be “Excluded Notes” as defined in the Letter of Credit. You are further notified that the Letter of Credit shall terminate on the date which is fifteen (15) days after your receipt of this notice.

IN WITNESS WHEREOF, the undersigned has executed this Final Drawing Notice as of this _____ day of _____, 20____.

CITIBANK, N.A.

By _____
Name _____
Title _____

EXHIBIT A
CERTIFICATE FOR MATURITY DRAWING

Citibank, N.A.
c/o Citicorp North America, Inc.
11780 US Highway #1, Suite 201 North Tower
North Palm Beach, FL 33408

Attention: Standby Letter of Credit Department

\$22,650,000
Town of Palm Beach, Florida
Commercial Paper Notes
Series 2017

Irrevocable Letter of Credit No. []

The undersigned, a duly authorized officer of _____, as Issuing and Paying Agent (the “Issuing and Paying Agent”), hereby certifies to Citibank, N.A. (the “Bank”), with respect to the above-referenced Irrevocable Letter of Credit (the “Letter of Credit”; any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in favor of the Issuing and Paying Agent, that:

The Issuing and Paying Agent is the Issuing and Paying Agent under the Paying Agent Agreement and is making this demand for payment of the principal of and interest on the above-referenced Notes (the “Covered Notes”) in accordance with their terms, which amount is payable on _____ (the “Payment Date”).

15. The following amounts are owed on Covered Notes maturing on the Payment Date [complete as appropriate]

- (a) \$_____ constitutes the principal of Covered Notes; and
- (b) \$_____ constitutes the interest on Covered Notes.

16. Demand is hereby made under the Letter of Credit for \$_____, which amount does not exceed the lesser of (i) the sum of the amounts specified in (2) (a) and (b) above and (ii) the Stated Amount.

17. The amount demanded hereunder does not include any amount payable with respect to an Excluded Note.

18. The proceeds hereof shall be deposited in the Letter of Credit Fund maintained by the Issuing and Paying Agent and shall be applied solely to the payment of Covered Notes in accordance with Section 5.03 of the Paying Agent Agreement.

19. (a) Payment of this demand for payment is requested on or before 2:30 p.m, New York, New York time, on the later of (i) the Payment Date (or if the Payment Date is not a Business Day, the next succeeding Business Day) and (ii) the Business Day next following the Business Day on which this Drawing is received or deemed to have been received by the Bank in accordance with paragraph 7(a) of the Letter of Credit.

(b) Payment of this demand for payment shall be made in accordance with the payment instructions provided in paragraph 7(b) of the Letter of Credit.

IN WITNESS WHEREOF, the Issuing and Paying Agent has executed and delivered this Certificate as of the ____ day of _____, 20____.

, as Issuing and Paying Agent

By _____
Name _____
Title _____

EXHIBIT B

CERTIFICATE FOR FINAL DRAWING

Citibank, N.A.
c/o Citicorp North America, Inc.
11780 US Highway #1, Suite 201 North Tower
North Palm Beach, FL 33408

Attention: Standby Letter of Credit Department

\$22,650,000
Town of Palm Beach, Florida
Commercial Paper Notes
Series 2017

Irrevocable Letter of Credit No. []

The undersigned, a duly authorized officer of _____, as Issuing and Paying Agent (the “Issuing and Paying Agent”), hereby certifies to Citibank, N.A. (the “Bank”), with respect to the above-referenced Irrevocable Letter of Credit (the “Letter of Credit”; any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in favor of the Issuing and Paying Agent, that:

The Issuing and Paying Agent is the Issuing and Paying Agent under the Paying Agent Agreement and is making this Drawing for amounts sufficient to pay the principal of and interest on the Covered Notes Outstanding at their respective maturity. Payment for this demand for payment shall be made on _____ (the “Payment Date”).

We are in receipt of the written notice from you described in paragraph 1(c) of the Letter of Credit.

20. The following amounts will be due and owing on the Covered Notes currently Outstanding at the respective maturity dates thereof: [complete as appropriate]

- (i) \$_____ constitutes the principal of Covered Notes; and
- (ii) \$_____ constitutes interest on Covered Notes.

21. Demand is hereby made under the Letter of Credit for \$_____, which amount does not exceed the lesser of the sum of the amounts specified in 2(i) and (ii) above and the Stated Amount.

22. The amount demanded hereunder does not include any amount payable with respect to an Excluded Note.

23. The proceeds hereof shall be deposited in the Letter of Credit Fund maintained by the Issuing and Paying Agent and shall be applied solely to the payment of Covered Notes in accordance with Section 5.03 of the Paying Agent Agreement.

24. (a) Payment of this demand for payment is requested on or before 2:30 p.m., New York, New York time, on the later of (i) the Payment Date (or if the Payment Date is not a Business Day, the next succeeding Business Day) and (ii) the Business Day next following the Business Day on which this Drawing is received or deemed to have been received by the Bank in accordance with paragraph 7(a) of the Letter of Credit.

(b) Payment of this demand for payment shall be made in accordance with the payment instructions provided in paragraph 7(b) of the Letter of Credit.

25. The Letter of Credit shall be returned to the Bank upon our receipt of payment of this demand for payment and no additional amounts shall be drawn under the Letter of Credit.

IN WITNESS WHEREOF, the Issuing and Paying Agent has executed and delivered this Certificate as of the ____ day of _____, 20____.

, as Issuing and Paying Agent

By _____
Name _____
Title _____

EXHIBIT C

CERTIFICATE REGARDING REDUCTION OF STATED AMOUNT

Citibank, N.A.
c/o Citicorp North America, Inc.
11780 US Highway #1, Suite 201 North Tower
North Palm Beach, FL 33408

Attention: Standby Letter of Credit Department

\$22,650,000
Town of Palm Beach, Florida
Commercial Paper Notes
Series 2017

Irrevocable Letter of Credit No. []

The undersigned, a duly authorized officer of _____, as Issuing and Paying Agent (the “Issuing and Paying Agent”), hereby certifies to Citibank, N.A. (the “Bank”), with respect to the above-referenced Irrevocable Letter of Credit (the “Letter of Credit”; any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in favor of the Issuing and Paying Agent, that:

The Town has instructed the Issuing and Paying Agent to reduce the Stated Amount of the Letter of Credit.

The Principal Portion shall be reduced by \$_____ and the Interest Portion shall be reduced by \$_____ which is 270 days’ interest at 12% per annum (based on a year of 365 days) on the amount of the reduction in the Principal Portion.

26. Pursuant to paragraph 3 of the Letter of Credit, the Stated Amount shall be reduced automatically by \$_____, such reduction to be allocated so that the Principal Portion and the Interest Portion of the Stated Amount are reduced by the amounts stated in paragraph 2, upon receipt by the Bank of this Certificate.

27. The Stated Amount, as so reduced, is at least equal to the Outstanding principal amount of the Covered Notes plus 270 days’ interest thereon at 12% per annum (based on a year of 365 days).

IN WITNESS WHEREOF, the Issuing and Paying Agent has executed and delivered this Certificate as of the ____ day of _____, 20____.

, as Issuing and Paying Agent

By _____
Name _____
Title _____

EXHIBIT D

TERMINATION CERTIFICATE

Citibank, N.A.
c/o Citicorp North America, Inc.
3800 Citibank Center
Building B, Third Floor
Tampa, FL 33610

Attention: Standby Letter of Credit Department

\$22,650,000
Town of Palm Beach, Florida
Commercial Paper Notes
Series 2017

Irrevocable Letter of Credit No. []

The undersigned, a duly authorized officer of _____, as Issuing and Paying Agent (the “Issuing and Paying Agent”), hereby certifies to Citibank, N.A. (the “Bank”), with respect to the above-referenced Irrevocable Letter of Credit (the “Letter of Credit”; any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in favor of the Issuing and Paying Agent, that all Outstanding Covered Notes, other than Excluded Notes, have been paid in full in accordance with the Paying Agent Agreement.

The original Letter of Credit and all amendments, if any, are attached hereto and being surrendered to you herewith.

IN WITNESS WHEREOF, the Issuing and Paying Agent has executed and delivered this Certificate as of the ____ day of _____, 20____.

_____, as Issuing and Paying Agent

By _____
Name _____
Title _____

EXHIBIT E

TERMINATION CERTIFICATE—ALTERNATE CREDIT FACILITY

Citibank, N.A.
c/o Citicorp North America, Inc.
3800 Citibank Center
Building B, Third Floor
Tampa, FL 33610

Attention: Standby Letter of Credit Department

\$22,650,000
Town of Palm Beach, Florida
Commercial Paper Notes
Series 2017

Irrevocable Letter of Credit No. []

The undersigned, a duly authorized officer of _____, as Issuing and Paying Agent (the “Issuing and Paying Agent”), hereby certifies to Citibank, N.A. (the “Bank”), with respect to the above-referenced Irrevocable Letter of Credit (the “Letter of Credit”; any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in favor of the Issuing and Paying Agent, that the conditions precedent to the acceptance of an alternate letter of credit or other credit facility as provided in Section 6.10 of the Paying Agent Agreement have been satisfied and all demands for payment under the Letter of Credit have been paid.

The original Letter of Credit and all amendments, if any, are attached hereto and being surrendered to you herewith.

IN WITNESS WHEREOF, the Issuing and Paying Agent has executed and delivered this Certificate as of the ____ day of _____, 20 ____.

_____, as Issuing and Paying Agent

By _____
Name _____
Title _____

EXHIBIT F
NOTICE OF TRANSFER

[DATE]

[Citibank, N.A.
c/o Citicorp North America, Inc.
3800 Citibank Center
Building B, Third Floor
Tampa, FL 33610]

Attention: Standby Letter of Credit Department

\$22,650,000
Town of Palm Beach, Florida
Commercial Paper Notes
Series 2017

Irrevocable Letter of Credit No. []

Ladies and Gentlemen:

For value received, the undersigned beneficiary hereby irrevocably transfers to:

(Name of Transferee)
(Address)

all rights of the undersigned beneficiary to draw under the above-referenced Letter of Credit in its entirety. Any capitalized term used herein and not defined shall have its respective meaning as set forth in the above-referenced Letter of Credit issued by you in connection with the above-referenced Notes.

By this transfer, all rights of the undersigned beneficiary in such Letter of Credit are transferred to the transferee and the transferee shall have the sole rights as beneficiary thereof, including sole rights relating to any amendments, whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the transferee without necessity of any consent of or notice to the undersigned beneficiary.

By its signature below the undersigned transferee acknowledges that it has duly succeeded as Issuing and Paying Agent under the Paying Agent Agreement.

The Letter of Credit is returned herewith and we ask you to notify the transferee in such form as you deem advisable of this transfer and of the terms and conditions of the Letter of Credit.

SIGNATURE AUTHENTICATED:

Yours very truly,

(Authorized Signature)

, as Issuing and Paying Agent

By _____
Name _____
Title _____

ACKNOWLEDGED:

[TRANSFeree]

By _____
Name _____
Title _____

cc: Town of Palm Beach

EXHIBIT G
NOTICE OF EXTENSION

[DATE]

[]
as Issuing and Paying Agent

\$22,650,000
Town of Palm Beach, Florida
Commercial Paper Notes
Series 2017

Irrevocable Letter of Credit No. []

Ladies and Gentlemen:

The undersigned, a duly authorized officer of Citibank, N.A. (the “Bank”), hereby advises you, with respect to the above-referenced Irrevocable Letter of Credit (the “Letter of Credit”; any capitalized term used herein and not defined shall have its respective meaning as set forth in the Letter of Credit) issued by the Bank in your favor, that:

At the request and for the account of the Town, we hereby extend the date referenced in paragraph 1(a) of the Letter of Credit (as such date may have been extended previously from time to time) to _____.

Except as specifically provided in paragraph (1) above, all of the terms and conditions of the Letter of Credit remain unchanged and in full force and effect.

This Notice of Extension is an integral part of the Letter of Credit.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed and delivered this Notice of Extension as of the ____ day of _____, 20____.

CITIBANK, N.A.

By _____
Name _____
Title _____

EXHIBIT B
FORM OF BANK NOTE

CUSIP NUMBER: [_____]

\$22,650,000
Town of Palm Beach, Florida
Public Improvement Commercial Paper Revenue Notes
Series 2017

July __, 2017

Citibank, N.A.
New York, New York

For value received, TOWN OF PALM BEACH (the “Town”), promises to pay to the order of CITIBANK, N.A. (the “Bank”), the lesser of (a) \$22,650,000 and (b) the unpaid aggregate principal and interest amounts due and owing to the Bank under that Letter of Credit Reimbursement Agreement dated as of July __, 2017 (the “Reimbursement Agreement”) by and between the Town and the Bank. The Town promises to pay the principal amount of this Bank Note on the dates specified in the Reimbursement Agreement and to pay interest on the unpaid principal amount of this Bank Note on the dates and at the rate or rates provided for in the Reimbursement Agreement. All such payments of principal and interest shall be made in lawful money of the United States in immediately available funds to the Bank as provided in the Reimbursement Agreement.

All Principal Drawings and Term Amortizations made by the Bank, the maturities thereof and all repayments of the principal thereof shall be recorded by the Bank and, prior to any transfer hereof, appropriate notations to evidence the foregoing information with respect to each such Principal Drawing and Term Amortization then outstanding shall be endorsed by the Bank on the schedule attached hereto, or on a continuation of such schedule attached to and made a part hereof; provided, however, that the failure of the Bank to make any such recordation or endorsement shall not affect the obligations of the Town hereunder or under the Reimbursement Agreement.

This Note is secured by and entitled to all the benefits of the Reimbursement Agreement and the other Related Documents. Reference is made to the provisions of Article II of the Reimbursement Agreement as well as Sections 8.01, 8.02, 10.14, 10.15 and the other provisions thereof relating to the payment of the principal of and interest on the Bank Note and all obligations of the Town to reimburse the Bank for Drawings under the Letter of Credit and all obligations to repay the Term Amortization and, in each case, all interest accruing thereon as provided in the Reimbursement Agreement, and such provisions are incorporated by reference herein. Whenever an Event of Default under the Reimbursement Agreement shall have occurred

and, as a result thereof, the principal owing thereunder and interest accrued thereon, shall have been declared to be immediately due and payable, the unpaid principal amount of and accrued interest on this Note and all other amounts payable hereunder shall also be due and payable on the date of such acceleration, provided that the annulment of a declaration of acceleration shall also constitute an annulment of any corresponding declaration of acceleration with respect to this Note.

This Note shall be subject to mandatory and optional prepayment in accordance with the provisions of the Reimbursement Agreement.

Each payment of principal of and any premium and interest on this Note shall at all times be sufficient to pay when due the total amount of principal (whether at maturity or upon acceleration) or prepayment price of, and interest payable under this Note (whether at mandatory or optional prepayment, maturity or upon acceleration) and such other amounts required by the Reimbursement Agreement.

All payments hereunder shall be payable in lawful money of the United States of America in immediately available funds. The obligation of the Town to make payments hereunder shall be absolute and unconditional and the Town shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Town may have or assert against the Bank, the Issuing and Paying Agent, the Dealer or any other Person.

The obligations of the Town under the Fee Letter are incorporated herein by reference. The Town hereby promises to pay all costs of collection and fees in the event of a default of this Note including, without limitation, reasonable arbitration, paralegals', attorneys' and experts' fees and expenses, whether incurred without the commencement of a suit, in any trial, arbitration, or administrative proceeding, or in any appellate or bankruptcy proceeding.

The Town hereby waives presentment, notice of prepayment or acceleration, notice of dishonor and protest and all other notices, except for such notices (if any) of Default required to be given under the Related Documents, protest, diligence in collecting or bringing suit against the Town or any other party liable hereon and waives all rights to the benefit of any moratorium, reinstatement, marshaling, forbearance, valuation, stay, extension, redemption, appraisalment, and exemption now provided, or which may hereafter be provided by the Constitution and laws of the United States of America and of any state thereof, both as to itself and in and to all of its property, real and personal, against the enforcement and collection of the obligations evidenced by this Note. The Town further agrees to any and all extensions, renewals, modifications, partial payments, substitutions of evidence of indebtedness, and the taking or release or impairment of any collateral with or without notice before or after demand by the Bank for payment hereunder.

The failure of the holder hereof to exercise any of its rights hereunder in any particular instance shall not constitute a waiver of the same or any other right in that or any subsequent instance. Time is of the essence for this Note and all of the Town's obligations hereunder.

This Note shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns. The Bank's interests in and rights under this Note are freely assignable, in whole or in part, by the Bank. In addition, nothing in this Note or any of the other Related Documents shall prohibit the Bank from pledging or assigning this Note or any interest herein to any Federal Reserve Bank. The Town shall not assign its rights and interest hereunder without the prior written consent of the Bank in its sole discretion, and any attempt by the Town to assign without the Bank's prior written consent is null and void. Any assignment shall not release the Town from its obligations hereunder and under the other Related Documents.

Capitalized terms used in this Bank Note and not defined herein shall have the meaning assigned in the Reimbursement Agreement.

[remainder of page intentionally left blank; signature and authentication on following pages]

IN WITNESS WHEREOF, the Town has issued this Bank Note and caused the same to be signed by its Authorized Officer and attested by the Authorized Representative.

Attested:

TOWN OF PALM BEACH, FLORIDA

By _____
Name _____
Title _____

By _____
Name _____
Title _____

**TRANSACTIONS
ON
BANK NOTE**

DATE	AMOUNT OF DRAWING	AMOUNT OF PRINCIPAL PAID	DATE TO WHICH INTEREST PAID	NOTATION MADE BY

EXHIBIT C
FORM OF STOP ORDER
[DATE]

as Issuing and Paying Agent

Attention:

Town of Palm Beach

Attention:

\$22,650,000
Town of Palm Beach, Florida
Commercial Paper Notes
Series 2017

Irrevocable Letter of Credit No. []

Ladies and Gentlemen:

Pursuant to Section 7.02 of that certain Letter of Credit Reimbursement Agreement dated as of [] 1, 2017 (the “Reimbursement Agreement”) between the Town of Palm Beach, Florida and Citibank, N.A. (the “Bank”), you are hereby notified that an Event of Default under Section _____ of the Reimbursement Agreement, has occurred and is now continuing and (ii) upon receipt of this notice, no new Covered Notes (as defined in the Reimbursement Agreement) shall be issued or authenticated. This Stop Order shall remain in effect unless you have received written notification from us that this Stop Order has been rescinded.

IN WITNESS WHEREOF, the undersigned has executed this Stop Order as of this _____ day of _____, 20____.

CITIBANK, N.A.

By _____
Name _____
Title _____

EXHIBIT D

TOWN OF PALM BEACH, FLORIDA

COMPLIANCE CERTIFICATE

To: Citibank, N.A.
388 Greenwich Street, 8th Floor
New York, NY 10013
Attention: Municipal Credit Surveillance
E-Mail: munisurveillance@citi.com

This Compliance Certificate is furnished to Citibank, N.A. (the “Bank”) pursuant to that certain Letter of Credit and Reimbursement Agreement dated as of []1, 2017, between the Town of Palm Beach (the “Town”) and the Bank (as extended, renewed, amended or restated from time to time, the “Agreement”). Unless otherwise defined herein, the terms used in this Compliance Certificate have the meanings ascribed thereto in the Agreement.

The Undersigned hereby certifies that:

1. I am an Authorized [] Representative (as defined in the Issuing and Paying Agency Agreement);
2. I have reviewed the terms of the Agreement and I have made, or have caused to be made under my supervision, a detailed review of the transactions and conditions of the Town during the accounting period covered by the attached financial statements;
3. The examinations described in paragraph 2 did not disclose, and I have no knowledge of, the existence of any condition or the occurrence of any event which constitutes a Default or Event of Default under the Agreement or under any of the Related Documents during or at the end of the accounting period covered by the attached financial statements or as of the date of this Compliance Certificate, except as set forth below;
4. [Include the following certification in Compliance Certificate required by Section 5.02(a)] The financial statements required by Section 5.02(a) of the Agreement and being furnished to you concurrently with this Compliance Certificate are true, correct and complete as of the date and for the periods covered thereby;
5. Include the following certification in Compliance Certificate required by Section 5.02(b). The reports required by Section 5.02(b) of the Agreement and being furnished to you concurrently with the Compliance Certificate are true, correct and complete as of the date and for

the periods covered thereby, provided, however, that such reports are unaudited, preliminary and subject to modification;

6. [Include the certifications in Compliance Certificate required by Section 5.02(j)];
and

7. [Include the certifications in Compliance Certificate required by Section 5.02(a)
and Section 5.02(j)].

Described below are the exceptions, if any, to paragraph 3 by listing, in detail, the nature of the condition or event, the period during which it has existed and the action which the Town has taken, is taking, or proposes to take with respect to each such condition or event:

The foregoing certifications, together with the computations set forth in Schedule I hereto and the financial statements delivered with this Certificate in support hereof, are made and delivered this _____ day of _____ 20____.

TOWN OF PALM BEACH

By: _____
Name: _____
Title: _____

Schedule I
to Compliance Certificate [TO BE UPDATED]

Town of Palm Beach, Florida

Compliance Calculations
for Letter of Credit and Reimbursement Agreement
dated as of [] 1, 2017

Calculations as of _____, _____

- A. Debt Service Coverage Ratio with respect to Non-Ad Valorem Revenue Debt (Section 5.25(i))
- | | | |
|----|--|--------------------------|
| 1. | Net ☐ Revenues | \$_____ |
| 2. | [Other Available Funds] | |
| 3. | Line A1 plus A2 | |
| 4. | Debt Service with respect to Non-Ad Valorem Revenue Debt | |
| 5. | Ratio of Line A3 to A4 | ☐ |
| 6. | Line A5 ratio must not be less than | ☐ |
| 7. | The Town is in compliance (circle yes or no) | yes/no |

\$22,650,000
Town of Palm Beach, Florida
Public Improvement Commercial Paper Revenue Notes
Series 2017

FEE LETTER

DATED [____], 2017

Reference is hereby made to that certain Letter of Credit Reimbursement Agreement dated as of [____], as the same may be amended, supplemented or otherwise modified from time to time (the “*Agreement*”), between the Town of Palm Beach, Florida (the “*Town*”) and Citibank, N.A. (the “*Bank*”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

The purpose of this Fee Letter is to confirm the agreement between the Bank and the Town with respect to the Facility Fees (as defined below) and certain other fees and rates payable by the Town to the Bank. This Fee Letter is the Fee Letter referenced in the Agreement, and the terms hereof are incorporated by reference into the Agreement.

ARTICLE I. FEES.

Section 1.1. Facility Fees. The Town hereby agrees to pay to the Bank on [____], for the period commencing on the Closing Date, to and including [____] and quarterly in arrears on the first Business Day of each January, April, July and October (each a “*Quarterly Payment Date*”) occurring thereafter to the last day of the Purchase Period, and on the last day of the Purchase Period, a non-refundable facility fee in an amount equal to the product of the rate per annum corresponding to the Rating (as defined below), as specified below (the “*Facility Fee Rate*”), and the Stated Amount from time to time in effect (the “*Facility Fees*”) during each related period.

LEVEL	S&P RATING	MOODY'S RATING	FITCH RATING	COMMITMENT FEE RATE
Level 1:	AA+ or higher	Aa1 or higher	AA+ or higher	0.15%
Level 2:	AA	Aa2	AA	0.20%
Level 3:	AA-	Aa3	AA-	0.25%
Level 4:	A+	A1	A+	0.35%
Level 5:	A	A2	A	0.45%
Level 6:	A-	A3	A-	0.55%

The term “*Rating*” as used above shall mean the Obligor Rating (as defined in the Agreement) assigned by S&P, Fitch or Moody’s (without regard to bond insurance or any other form of credit enhancement). In the event of a split rating (*i.e.*, one of the foregoing Rating Agencies’ ratings is different than the rating of another Rating Agency), the Facility Fee Rate shall be based upon the Level in which the lowest rating appears. Any change in the Facility Fee Rate resulting from a change in a rating shall be and become effective as of and on the date of the announcement of the change in such rating. References to ratings above are references to rating categories as presently determined by the Rating Agencies and in the event of adoption of any new or changed rating system, the rating from the Rating Agency in question referred to above shall be deemed to refer to the rating category under the new rating system that most closely approximates the applicable rating category as currently in effect. Upon the occurrence of and during the continuance of an Event of Default, the Facility Fee Rate shall increase by 3.00% over the then applicable Facility Fee Rate. The Facility Fees shall be payable in immediately available funds and computed on the basis of a year of 360 days and the actual number of days to elapse. The Town and the Bank acknowledge that as of the Closing Date, the Facility Fee Rate is that specified above for [Level 1.]

Section 1.2. Purchase Date Fees. The Town hereby agrees to pay to the Bank, on each Purchase Date, a draw fee equal to \$350.

Section 1.3. Amendment, Waiver or Consent Fee. The Town hereby agrees to pay to the Bank on the date of any (i) amendment with respect to the Agreement, this Fee Letter or any other Related Documents an amendment fee of \$3,500 and (ii) waiver or consent with respect to the Agreement, the Fee Letter or any other Related Documents a waiver or consent fee, as applicable, to be mutually agreed upon, plus, in each case, the reasonable fees and expenses of any legal counsel retained by the Bank in connection therewith.

Section 1.4. Termination. Upon any termination of the Agreement and the Stated Amount in whole, the Town agrees to pay all accrued and unpaid fees through and including the date of termination, as well as all other amounts due and owing under this Fee Letter and the Agreement.

ARTICLE II. MISCELLANEOUS.

Section 2.1. Amendments. No amendment to this Fee Letter shall become effective without the prior written consent of the Town and the Bank.

Section 2.2. Governing Law. This Fee Letter shall be governed by, and construed in accordance with, the laws of the State of New York, except that the capacity, power or authority of the Town to enter into and perform this Fee Letter shall be governed by, and construed in accordance with, the laws of the State of Florida.

Section 2.3. Counterparts. This Fee Letter may be executed in two or more counterparts, each of which shall constitute an original but both or all of which, when taken together, shall constitute but one instrument.

Section 2.4. Severability. Any provision of this Fee Letter which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 2.5. Representation by Legal Counsel. The parties hereto have participated jointly in the negotiation and drafting of this Fee Letter, and each of the parties was represented by its respective legal counsel during the negotiation and execution of this Fee Letter. In the event an ambiguity or question of intent or interpretation arises, this Fee Letter shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Fee Letter.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Fee Letter to be duly executed and delivered by their respective representatives thereunto duly authorized as of the date first set forth above.

TOWN OF PALM BEACH, FLORIDA

By: _____
Name: _____
Title: Director of Finance

Approved as to form and legality:

By: _____
Name: _____
Title: _____

CITIBANK, N.A.

By: _____

Name: Rebekah McGuire

Title: Authorized Signatory

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jane Struder, Director of Finance

Re: Non Ad Valorem Bond Resolution for the Underground Utility Project
Resolution No. 120-2017

Date: June 30, 2017

STAFF RECOMMENDATION

Staff requests Town Council approval of Resolution No. 120-2017, which would allow for the issuance of up to \$90,000,000 of Revenue Bonds payable from special assessments imposed in connection with the Underground Utility Project.

GENERAL INFORMATION

Resolution No. 120-2017 authorizes the issuance of up to \$90,000,000 of Revenue Bonds (the “Special Assessment Bonds” or “Revenue Bonds”) payable from the special assessments imposed in connection with the Underground Utility Project with a back-up covenant to budget and appropriate from legally available non-ad valorem revenues. The distinction from the Commercial Paper Notes authorized under Resolution No. 119-2017 is the additional pledge of special assessments and the longer term.

The proceeds of the Special Assessment Bonds would be available to retire the Commercial Paper Notes and to pay for the remainder of the costs of the Underground Utility Project if the issuance of the voter-approved bonds is further delayed. It is anticipated that once the litigation on the voter-approved bonds is resolved and the related special assessments are validated, any Commercial Paper Notes or Revenue Bonds outstanding would be retired with the proceeds of the voter approved GO bonds.

TOWN ATTORNEY REVIEW

The Town’s Bond Counsel, Locke Lord LLP, prepared the attached Resolutions. Mr. Richard Miller, a partner with the firm will attend the meeting to answer any questions.

FUNDING/FISCAL IMPACT

Assessments will be used to pay debt service on the Town-wide undergrounding project bonds when issued in the future.

Attachments

js

cc: John C. Randolph, Town Attorney
Richard Miller, Locke Lord, LLP
Jay Glover, PFM

RESOLUTION NO. 120-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA (THE “TOWN”), AUTHORIZING AND APPROVING THE ISSUANCE OF REVENUE BONDS BY THE TOWN IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$90,000,000 RELATIVE TO FINANCING THE UNDERGROUND UTILITY PROJECT; PLEDGING NON-AD VALOREM SPECIAL ASSESSMENTS IMPOSED AGAINST REAL PROPERTY IN THE TOWN IN CONNECTION WITH THE UNDERGROUND UTILITY PROJECT TO REPAY THE REVENUE BONDS AND A BACKUP COVENANT TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES OF THE TOWN; AUTHORIZING THE PROPER OFFICIALS OF THE TOWN TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH SAID REVENUE BONDS; AUTHORIZING THE VALIDATION OF THE REVENUE BONDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article II, Chapter 90, Town Code of Ordinances (the “Ordinance”), Chapter 166, Florida Statutes, as amended and supplemented and other applicable provisions of law (collectively, the “Act”) the Town of Palm Beach, Florida (the “Town”) may by resolution authorize obligations pledging non-ad valorem special assessments (the “Assessments”) imposed against real property in the Town and a backup covenant to budget and appropriate legally available non-ad valorem revenues of the town to finance the cost of any capital improvement constructed or installed by the Town for the special benefit of an assessment area; and

WHEREAS, the Town Council of the Town of Palm Beach, Florida (the “Town Council”) has previously determined that the overhead aerial utility lines located within the Town are not aesthetically pleasing and present a potential public safety risk as well as a utility reliability issue and therefore threaten the safety and property of the residents of the Town and that it is in the best interest of the Town and its residents to bury utility lines located within the Town; and

WHEREAS, the Town Council, based on the foregoing findings and studies performed by the Town’s staff and consultants and based on requests for such action by the Town citizenry, believes that it is necessary to finance or refinance all or a portion of the cost of burying overhead utility lines located within the Town, including without limitation, electric, telephone and cable service, together with costs incidental thereto (the “Underground Utility Project”); and

WHEREAS, pursuant to the applicable requirements of the Special Assessment Ordinance, the Town Council on July 12, 2017 adopted a resolution (the “Final Assessment Resolution”) constituting the final proceeding for the imposition of the Assessments; and

WHEREAS, the Town Council has determined it to be in the best interest of the Town to authorize the issuance of not to exceed \$90,000,000 Town of Palm Beach, Florida Revenue Bonds (Underground Utility Project), Series 2017 (the “Bonds”) to finance or refinance the Underground Utility Project.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, AS FOLLOWS:

SECTION 1. Definitions. Any term not otherwise defined in this Resolution shall have the following meanings.

“Act” shall mean Article II, Chapter 90 of the Town Code of Ordinances, Chapter 166, Florida Statutes, as amended and supplemented and other applicable provisions of law.

“Code” shall mean the Internal Revenue Code of 1986, the applicable Treasury Regulations promulgated thereunder and any administrative or individual interpretations of the same published in a form on which the Town may rely as a matter of law.

“Direct Payments” means any direct payments, grants or other subsidies received from the federal government or the State of Florida relative to debt service on the Bonds.

“Maximum Debt Service” shall mean, at any time, the maximum amount required in the then current or any future fiscal year to pay (i) all Non-Self Supporting Debt, and (ii) the proposed indebtedness of the Town (A) which will be payable from Non-Ad Valorem Revenues, or (B) for which the Non-Ad Valorem Revenues will be pledged. In calculating Maximum Debt Service, interest payments on any bonds or notes which are eligible to receive Direct Payments shall be calculated net of expected receipt of such Direct Payments. In the event any bonds or notes are additionally secured by non-ad valorem special assessments, for purposes of calculating Maximum Debt Service, debt service payments shall be calculated net of the amount of such non-ad valorem special assessments collected during the prior fiscal year provided that at least 90% of the non-ad valorem special assessments imposed in the prior fiscal year are collected. In the case of bonds or notes bearing interest at a variable rate (“Variable Rate Bonds”), interest on such Variable Rate Bonds shall be assumed to be the greater of (A) one hundred ten percent (110%) of the average interest rate on such Variable Rate Bonds during the twenty-four months ending with the month preceding the date of calculation or such shorter period that such Variable Rate Bonds shall have been outstanding, and (B) the actual rate of interest on such Variable Rate Bonds on the date of calculation; provided that if a series of Variable Rate Bonds had not been outstanding prior to the date of calculation, the amount set forth in clause (A) above shall be calculated as though said Variable Rate Bonds had been outstanding for the twenty-four month period by using (i) one hundred ten percent (110%) of the average of the Securities Industry and Financial Markets Association (SIFMA) Municipal Swap Index for the twenty-four months ending with the month preceding the date of calculation, and (ii) if the Variable Rate Bonds are bonds the interest of which is includible in the gross income of the holders thereof for federal income tax purposes, the 1-month LIBOR interest rate.

“Non-Ad Valorem Revenues” shall mean legally available revenues of the Town derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the Town of debt service on debt obligations of the Town, including the Bonds, after the payment of the principal of and interest on any other obligations of the Town hereafter issued which have a prior pledge on any source of the Non-Ad Valorem Revenues, and Project Grant Moneys; provided, however, that for the purposes of the coverage and additional bonds tests set forth in Section 10 of this Resolution, “Non-Ad Valorem Revenues”

shall mean all legally available revenues of the Town derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the Town of Non-Self-Supporting Debt, excluding Project Grant Moneys, non-ad valorem special assessments which are exclusively pledged to the payment of Special Assessment Obligations and Direct Payments. The foregoing notwithstanding in the event any bonds or notes are additionally secured by non-ad valorem special assessments and if debt service on such bonds or notes is not permitted to be directly offset pursuant to Section 10 hereof by the amount of non-ad valorem special assessments collected during the prior fiscal year, the Town may treat such non-ad valorem special assessments as “Non-Ad Valorem Revenues” for purposes of the coverage and additional bonds tests set forth in Section 10 of this Resolution.

“Non-Self-Supporting Debt” shall mean debt service on debt obligations of the Town other than debt obligations relating to an enterprise fund or general obligation bonds of the Town or Special Assessment Obligations. In the event any bonds or notes are additionally secured by non-ad valorem special assessments, debt service shall be calculated net of the amount of non-ad valorem special assessments collected during the prior fiscal year provided that at least 90% of the non-ad valorem special assessments imposed in the prior fiscal year are collected. Additionally, interest payments on Non-Self Supporting Debt shall be calculated net of expected receipt of Direct Payments.

“Ordinance” shall mean Article II of Chapter 90 of the Town’s Code of Ordinances, as amended

“Pledged Funds” shall mean the Assessments and any Non-Ad Valorem Revenues budgeted and appropriated as provided herein.

“Project Grant Moneys” shall include any federal, state, county or other grant moneys relating to the Underground Utility Project that are legally available to pay principal and/or interest on debt obligations of the Town, including the Bonds.

“Special Assessment Obligations” shall mean indebtedness payable solely from and secured by non-ad valorem special assessments, but shall not include any indebtedness that is secured in whole or in part by the Town’s covenant to budget and appropriate from Non-Ad Valorem Revenues.

SECTION 2. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Act.

SECTION 3. Resolution Constitutes Contract. In consideration of the acceptance of the Bonds authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Town, and such Bondholders and the covenants and agreements herein set forth to be performed by said Town shall be for the equal benefit, protection and security of the respective Bondholders.

SECTION 4. Authorization of the Bonds. Subject and pursuant to the provisions of this Resolution, an obligation of the Town, to be known as “Town of Palm Beach, Florida Revenue Bonds (Underground Utility Project), Series 2017” (with such other designation as the Town shall deem appropriate at the time of execution and delivery thereof, the “Bonds”) is hereby authorized

to be issued in aggregate principal amount of not exceeding NINETY MILLION DOLLARS (\$90,000,000) for the purpose of financing the costs of the Underground Utility Project. Such Bonds shall mature on such date or dates within 30 years of the date of issuance.

SECTION 5. Description of the Bonds. The text of the Bonds shall be substantially in the form attached as Exhibit A hereto, with such omissions, insertions and variations as may be necessary and desirable. The Bonds shall be dated the date of their delivery and bear interest from their dates at the rate or rates set forth in the Bonds.

All payments of principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

SECTION 6. Execution of the Bonds. The Bonds shall be executed in the name of the Town by the manual or facsimile signature of the Mayor and the official seal shall be affixed thereto, or imprinted or reproduced thereon, and attested by the manual or facsimile signature of the Town Clerk. In case any one or more of the officers, who shall have signed or sealed the Bonds, shall cease to be such officer of the Town, as the case may be, before the Bonds so signed and sealed shall have been actually delivered, such Bonds may nevertheless be delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Town by such person who at the actual time of the execution of such Bond shall hold the proper office, although at the date the Bond shall actually be delivered, such person may not have held such office or may not have been so authorized. The Finance Director of the Town shall serve as Registrar of the Bonds, and hereby authorized and directed to execute the Certificate of Authentication thereto.

SECTION 7. Application of Bond Proceeds. Proceeds of the Bonds shall be used for purposes of financing or refinancing the costs of the Underground Utility Project, including any bonds or notes previously issued to finance initial costs of the Underground Utility Project.

SECTION 8. Tax Covenant. In order to maintain the exclusion from gross income for purposes of Federal income taxation of interest on the Bonds, the Town shall comply with each requirement of the Code necessary to maintain the exclusion of interest on the Bonds from gross income for Federal income tax purposes. In furtherance of the covenant contained in the preceding sentence, the Town agrees to continually comply with the provisions of the Tax Certificate to be executed by the Town, at the time the Bonds are issued, as such certificate may be amended from time to time, as a source of guidance for achieving compliance with the Code (herein referred to as the "Tax Certificate").

The Town shall make any and all payments required to be made to the United States Department of the Treasury in connection with the Bonds pursuant to Section 148(f) of the Code from amounts on deposit in the funds and accounts established under this Resolution and available therefor.

Notwithstanding any other provision of this Resolution to the contrary, so long as necessary in order to maintain the exclusion from gross income of interest on the Bonds for Federal

income tax purposes, the covenants contained in this Section shall survive the payment of the Bonds and the interest thereon, including any payment or defeasance thereof.

The Town shall not use or permit the use of any of the proceeds of the Bonds, or any other funds of the Town, directly or indirectly, to acquire any securities, obligations or other investment property, and shall not take or permit to be taken any other action or actions, which would cause any Bond to be an “arbitrage bond” as defined in Section 148 of the Code.

SECTION 9. Bonds Not to be Indebtedness of the Town. THE FULL FAITH AND CREDIT OF THE TOWN, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF, ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THE BONDS AND THAT HOLDERS SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF ANY TAXING POWER OF THE TOWN, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF, TO THE PAYMENT OF SUCH PRINCIPAL, REDEMPTION PREMIUM, IF ANY, OR INTEREST. THE BONDS AND THE OBLIGATIONS EVIDENCED THEREBY SHALL NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF THE TOWN OTHER THAN THE PLEDGED FUNDS, AND SHALL CONSTITUTE A LIEN ONLY ON, AND SHALL BE PAYABLE SOLELY FROM THE PLEDGED FUNDS AND A BACKUP COVENANT TO BUDGET AND APPROPRIATE NON-AD VALOREM REVENUES, ALL IN THE MANNER AND TO THE EXTENT DESCRIBED IN THIS RESOLUTION. THE BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE TOWN AS “BONDS” WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION.

The Pledged Funds shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Town.

SECTION 10. Security for the Bonds; Backup Covenant to Budget and Appropriate. The payment of the principal of, redemption price, if applicable, and interest on the Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Funds. The Town does hereby irrevocably pledge the Pledged Funds to the payment of the principal of or redemption price, if applicable, and interest on the Bonds in accordance with the provisions thereof.

Subject to the next paragraph, as additional security for the Bonds, and only to the extent Assessments are insufficient to make payments required pursuant to this Resolution, the Town covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, amounts sufficient to pay principal of and interest on the Bonds and all other payments due under this Resolution not being paid from Assessments or other amounts as the same shall become due. Such covenant and agreement on the part of the Town to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted and appropriated as provided

herein. The Town further acknowledges and agrees that the obligation of the Town to include the amount of such amendments in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth in this Resolution.

Until such monies are budgeted and appropriated as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Town from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Town to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the holder of the Bonds a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Town. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the Town hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted and appropriated as provided for herein and nothing herein shall be deemed to pledge ad valorem tax power or ad valorem taxes or to permit or constitute a mortgage or lien upon any assets owned by the Town and no holder of the Bonds nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Town or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the Town which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. The obligation of the Town to budget, appropriate and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues. Notwithstanding any provisions of this Resolution or the Bonds to the contrary, the Town shall never be obligated to maintain or continue any of the activities of the Town which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Until such monies are budgeted and appropriated as provided herein, neither this Resolution nor the obligations of the Town hereunder shall be construed as a pledge of or a lien on all or any Non-Ad Valorem Revenues of the Town other than Pledged Funds, but shall be payable solely as provided herein and is further subject to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Town and is further subject to the provisions of Section 166.241, Florida Statutes, insofar as there are not sufficient Non-Ad Valorem Revenues to comply with such covenant after satisfaction of the funding requirements for obligations having an express lien or pledge of such revenues and the funding requirements for essential governmental services of the Town.

The Town covenants that in each Fiscal Year of the Town, while the Bonds are outstanding, the total Non-Self-Supporting Debt due for the Fiscal Year of the Town shall not exceed 50% of Non-Ad Valorem Revenues of the Town. In addition, the Town covenants and agrees that it will not issue any indebtedness or incur any indebtedness payable from or supported by a pledge of the Non-Ad Valorem Revenues unless the Town can show that following the issuance of or incurrence of such additional indebtedness, (i) the total amount of Non-Ad Valorem Revenues (based on the most recent Fiscal Year) will be greater than 2.00 times the Maximum Debt Service, and (ii) the total amount of Non-Ad Valorem Revenues in each Fiscal Year in which bonds are outstanding (based on reasonable projections of the Town) will be greater than 2.00 times the Non-Self

Supporting Debt in each such Fiscal Year. For purposes of the test described in the foregoing sentence Non-Ad Valorem Revenues shall not include Project Grant Moneys or non-ad valorem special assessments which are exclusively pledged to the payment of Special Assessment Obligations and Direct Payments. Debt service on bonds that are eligible for Direct Payments will be calculated net of expected Direct Payments. In the event any bonds are additionally secured by non-ad valorem special assessments, debt service shall be calculated net of the amount of such non-ad valorem special assessments collected during the prior fiscal year provided that at least 90% of the non-ad valorem special assessments imposed in the prior fiscal year are collected. The foregoing notwithstanding in the event any bonds are additionally secured by non-ad valorem special assessments and if debt service on such bonds is not permitted to be directly offset by the amount of non-ad valorem special assessments collected during the prior fiscal year as provided by the immediately preceding sentence, the Town may treat such non-ad valorem special assessments as Non-Ad Valorem Revenues for purposes of the foregoing coverage and additional bonds test.

SECTION 11. Modification or Amendment. No modification or amendment of this Resolution or of any resolution amendatory thereof or supplemental thereto, may be made without the consent in writing of the holders of the Bonds.

SECTION 12. Additional Authorization. That the Mayor, the Town Clerk, the Town Manager, and any other proper official of the Town, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments, and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution and the Bonds.

SECTION 13. Remedies of Bondholders. Should the Town default in its obligations created by this Resolution or the Bonds, the holder of the Bonds, may, in addition to any remedy set forth in this Resolution, or the Bonds, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State of Florida, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, the Bonds, or by any applicable statutes to be performed by the Town or by any officer thereof.

SECTION 14. Validation Authorized. The commencement of a proceeding for the validation of the Bonds under Chapter 75, Florida Statutes is hereby authorized if deemed advisable by the Town Attorney.

SECTION 15. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions of this Resolution.

SECTION 16. Effective Date. This Resolution shall take effect upon its passage in the manner provided by law.

PASSED AND ADOPTED in a regular session on this 12th day of July, 2017.

Gail L. Coniglio
Mayor

Richard M. Kleid
Town Council President

ATTEST:

Danielle H. Moore
Town Council President Pro Tem

Gwendolyn Peirce, CMC
Acting Town Clerk

Julie Araskog
Town Council Member

Bobbie Lindsay
Town Council Member

Margaret Zeidman
Town Council Member

EXHIBIT A

No. R-1

UNITED STATES OF AMERICA
STATE OF FLORIDA
TOWN OF PALM BEACH
Revenue Bond
(Underground Utility Project)
Series 2017

Interest Rate	Maturity Date	Dated Date	CUSIP
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Registered Owner:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that the Town of Palm Beach, Florida (the "Town"), for value received, hereby promises to pay, from the Pledged Funds, hereinafter mentioned, to the Registered Owner or registered assigns on the Maturity Date specified above, upon the presentation and surrender hereof at the office of the Town's Finance Director, as paying agent (said Finance Director and any bank or trust company becoming successor paying agent being herein called the "Paying Agent"), the Principal Amount stated hereon with interest thereon at the Interest Rate stated above, payable on the first day of ____ each year until the Town's obligation with respect to the payment of such Principal Amount shall be discharged. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed to the address of the registered owner as such name and address shall appear on the registration books of the Town maintained by the Town's Finance Director, as Registrar (said Finance Director, and any successor Registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each interest payment date; provided, however, that if such fifteenth day is a Saturday, Sunday or holiday, then to the registered owner and at the registered address shown on the registration books of the Town maintained by the Registrar at the close of business on the day next preceding such fifteenth day of the month which is not a Saturday, Sunday or holiday (the "Record Date"); provided further, however, that payment of interest on the Bonds may, at the option of any Holder of Bonds in an aggregate principal amount of at least \$1,000,000, be transmitted by wire transfer to the Holder to the bank account number on file with the Paying Agent as of the Record Date. Such interest shall be payable from the most recent interest payment date next preceding the date hereof to which interest has been paid, unless the date hereof is an ____ 1 or ____ 1 to which interest has been paid, in which case from the date hereof, or unless the date hereof is prior to _____, 20__, in which case from _____, 20__, or unless the date hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date; provided, however, that if and to the extent there is a default in the payment of the interest due on such interest payment date, such defaulted interest shall be paid to the persons in whose name Bonds are registered on the registration books of the Town maintained by the Registrar at the close

of business on the fifteenth day prior to a subsequent interest payment date established by notice mailed by the Registrar to the registered owner not less than the tenth day preceding such subsequent interest payment date. The Principal Amount and accrued interest thereon is payable in any coin or currency of the United States of America, which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

This Bond is authorized to be issued in the outstanding aggregate principal amount of not exceeding \$90,000,000, under the authority of and in full compliance with Article II, Chapter 90, Town Code of Ordinances, Chapter 166, Florida Statutes, as amended and supplemented and other applicable provisions of law, and a resolution duly adopted by the Town on the 12th day of July, 2017, as such resolution may be amended and supplemented from time to time, and is subject to all terms and conditions of said resolution (the “Bond Resolution”). Any term used in this Bond and not otherwise defined shall have the meaning ascribed to such term in the Bond Resolution.

Interest on this Bond shall be computed on the basis of a 360-day year consisting of twelve thirty-day months.

[Redemption Provisions]

The Principal Sum hereof shall be payable in annual installment payments on the dates and amounts as follows:

<u>Payment Date</u>	<u>Amount</u>
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On _____, 20__ the entire Principal Sum of this Bond remaining unpaid, together with all interest accrued hereon, shall be due and payable.

The payment of the principal of, redemption price, if applicable, and interest on this Bond shall be secured by a pledge of and lien upon the Pledged Funds. The Town does hereby irrevocably pledge the Pledged Funds to the payment of the principal of or redemption price, if applicable, and interest on this Bonds in accordance with the provisions of the Bond Resolution.

“Pledged Funds” shall mean the Assessments and any Non-Ad Valorem Revenues budgeted and appropriated as provided herein.

“Assessments” shall mean the non-ad valorem special assessments imposed against real property in the Town pursuant to Article II, Chapter 90, Town Code of Ordinances to finance the cost of any capital improvement constructed or installed by the Town for the special benefit of an

assessment area.

“Direct Payments” means any direct payments, grants or other subsidies received from the federal government or the State of Florida relative to debt service on this Bond.

“Non-Ad Valorem Revenues” shall mean legally available revenues of the Town derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the Town of debt service on debt obligations of the Town, including the Bonds, after the payment of the principal of and interest on any other obligations of the Town hereafter issued which have a prior pledge on any source of the Non Ad Valorem Revenues, and Project Grant Moneys; provided, however, that for the purposes of the coverage and additional bonds tests set forth in Section 10 of the Bond Resolution, “Non Ad Valorem Revenues” shall mean all legally available revenues of the Town derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the Town of Non Self Supporting Debt, excluding Project Grant Moneys, non-ad valorem special assessments which are exclusively pledged to the payment of Special Assessment Obligations and Direct Payments. The foregoing notwithstanding in the event any bonds or notes are additionally secured by non-ad valorem special assessments and if debt service on such bonds or notes is not permitted to be directly offset pursuant to Section 10 the Bond Resolution by the amount of non-ad valorem special assessments collected during the prior fiscal year, the Town may treat such non-ad valorem special assessments as “Non-Ad Valorem Revenues” for purposes of the coverage and additional bonds tests set forth in Section 10 of the Bond Resolution.

“Project Grant Moneys” shall include any federal, state, county or other grant moneys relating to the Underground Utility Project that are legally available to pay principal and/or interest on debt obligations of the Town, including the Bonds.

“Special Assessment Obligations” shall mean indebtedness payable solely from and secured by non-ad valorem special assessments, but shall not include any indebtedness that is secured in whole or in part by the Town’s covenant to budget and appropriate from Non-Ad Valorem Revenues.

Subject to the next paragraph, as additional security for the Bonds, and only to the extent Assessments are insufficient to make payments required pursuant to the Bond Resolution, the Town covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, amounts sufficient to pay principal of and interest on the Bonds and all other payments due under the Bond Resolution not being paid from Assessments or other amounts as the same shall become due. Such covenant and agreement on the part of the Town to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted and appropriated as provided herein. The Town further acknowledges and agrees that the obligation of the Town to include the amount of such amendments in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth in the Bond Resolution.

Until such monies are budgeted and appropriated as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the Town from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Town to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the holder of the Bonds a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the Town. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in the Bond Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the Town hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted and appropriated as provided for herein and nothing herein shall be deemed to pledge ad valorem tax power or ad valorem taxes or to permit or constitute a mortgage or lien upon any assets owned by the Town and no holder of the Bonds nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Town or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the Town which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. The obligation of the Town to budget, appropriate and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues. Notwithstanding any provisions of this Resolution or the Bonds to the contrary, the Town shall never be obligated to maintain or continue any of the activities of the Town which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Until such monies are budgeted and appropriated as provided herein, neither this Resolution nor the obligations of the Town hereunder shall be construed as a pledge of or a lien on all or any Non-Ad Valorem Revenues of the Town other than Pledged Funds, but shall be payable solely as provided herein and is further subject to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Town and is further subject to the provisions of Section 166.241, Florida Statutes, insofar as there are not sufficient Non-Ad Valorem Revenues to comply with such covenant after satisfaction of the funding requirements for obligations having an express lien or pledge of such revenues and the funding requirements for essential governmental services of the Town.

Notwithstanding any provision in this Bond to the contrary, in no event shall the interest contracted for, charged or received in connection with this Bond (including any other costs or considerations that constitute interest under the laws of the State of Florida which are contracted for, charged or received) exceed the maximum rate of nonusurious interest allowed under the State of Florida as presently in effect and to the extent an increase is allowable by such laws, but in no event shall any amount ever be paid or payable by the Town greater than the amount contracted for herein. In the event the maturity of this Bond is prepaid in accordance with the provisions hereof, then such amounts that constitute payments of interest, together with any costs or considerations which constitute interest under the laws of the State of Florida, may never exceed an amount which would result in payment of interest at a rate in excess of the nonusurious interest allowed by the laws of the State of Florida or the United States to the extent applicable, as presently in effect and to the extent an increase is allowable by such laws; and excess interest, if any, shall be canceled automatically as of the date of such acceleration, or, if theretofore paid, shall be

credited on the principal amount of the Bond unpaid, but such crediting shall not cure or waive any default under the Bond Resolution.

All payments made by the Town hereon shall apply first to other charges due the Payee, then to accrued interest and the balance thereof shall apply to the Principal amount then due on this Bond.

THE BOND, WHEN DELIVERED BY THE TOWN PURSUANT TO THE TERMS OF THE BOND RESOLUTION, SHALL NOT BE OR CONSTITUTE AN INDEBTEDNESS OF THE TOWN OR OF THE STATE OF FLORIDA (THE "STATE"), WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER LIMITATIONS OF INDEBTEDNESS, BUT SHALL BE PAYABLE SOLELY FROM PLEDGED FUNDS, AS PROVIDED IN THE BOND RESOLUTION. NO BONDHOLDER SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE TOWN OR THE STATE, OR TAXATION IN ANY FORM OF ANY PROPERTY THEREIN TO PAY THE BOND OR THE INTEREST THEREON.

The Bond has all the qualities and incidents of a negotiable instrument under Article 8 of the Uniform Commercial Code, the State of Florida, Chapter 678, Florida Statutes. This Bond may be transferred or exchanged by the Bondholder hereof, but only upon the registration books maintained by the Town.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Bond is in full compliance with and does not exceed or violate any constitutional or statutory limitation. It is further certified that all of the representations, warranties, and covenants made and set forth in the Bond Resolution and in the ancillary and closing documents relevant to this Bond are remade and incorporated fully by reference herein.

The Town hereby waives presentment, demand, protest and notice of dishonor.

IN WITNESS WHEREOF, the Town has caused this Bond to be signed by the Mayor, either manually or with facsimile signature, and the seal of the Town to be affixed hereto or imprinted or reproduced hereon, and attested by the Clerk of the Town, either manually or with facsimile signature, and this Bond to be dated the Date of Issuance set forth above.

(SEAL)

TOWN OF PALM BEACH, FLORIDA

ATTEST:

By: _____
Town Clerk

By: _____
Title: Mayor

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Bond is delivered pursuant to the within mentioned Bond Resolution.

As Registrar

By: _____
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(please print or typewrite name, address and tax identification number of assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____ Attorney to transfer

the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

To: Mayor and Town Council

From: Thomas G. Bradford, Town Manager

Re: Future Fiber Optic Communications System for Town Government

Date: July 6, 2017

STAFF RECOMMENDATION

Staff recommends the Town Council:

1. Make a determination as to whether it wants additional conduit to be installed for future town government use for convenience during the townwide underground project.
2. If you do, decide whether you wish to do conduit townwide or only provide for the backbone at this time. Staff recommends installation of the backbone at this time.
3. Decide whether extra conduit should be installed to provide for redundancy.
4. Decide the means of financing the cost of installing said conduit.

GENERAL INFORMATION

Early on in the planning stages for the town wide undergrounding project it was thought that the town would provide extra conduit to address town needs today and in the future and do so during the project for convenience while the roadways were disrupted. However, the cost of the additional conduit was never included in the early cost estimates for the underground project. As the planning progressed it became obvious that the underground assessment project could not or should not bear the cost of the additional conduit and so this idea was dropped.

With the passage of time it became clearer to me that the town would need extra conduit in order to address its needs now and into the future in order to manage municipal infrastructure and for other purposes in a cost-effective manner for the benefit of Palm Beach citizens. With the ever-increasing growth of the Internet of things, it seems obvious that we must take advantage of this opportunity to facilitate future proofing of the Town to become a Smart City of the future.

One important question to ask yourself is can this service be procured from an incumbent service provider? The answer is likely to be yes it can, but without the same level of security that one

achieves with town owned conduit or fiber. Security is likely to become an even more critical issue to maintain in the years to come.

Kimley-Horn and Associates has prepared a technical memorandum, which I have attached hereto which sets forth potential plans and the cost associated with each. Plan number one is for conduit constituting the backbone, which is estimated to cost \$3.8 million. Plan number two provides for conduit that will enable the provision of fiber to the premises (FTTP), which is estimated to cost \$11.1 million. My definition of FTTP is fiber to the curb, with a lateral to the building to be provided at a later date.

These costs seem high to me. However, these are order of magnitude estimates that include a 20% cost contingency and a 10% contingency for the length of conduit to be provided as well as for 3% inflation for each year of the townwide underground project. The plan also calls for the provision of two, 2-inch conduits for redundancy. This of course doubles the cost of the conduit. In addition, from the intersection of S. Ocean Blvd. and S. County Road on the south to Country Club Road on the north there is an additional level of redundancy also consisting of two, 2-inch conduits. There are also a number of 1-inch conduits intersecting the redundant North/South lines or running to specific town infrastructure. The amount of redundancy planned is why staff recommends that you decide whether or not redundancy, or this level of redundancy, should be addressed at this time.

Instead of fretting over the Kimley Horn cost estimate and debating back and forth with them I decided to simply request the contractors for the townwide underground project to provide the cost of installing conduit as a change order to their Phase 1 contracts. So, change orders have been requested, but they likely will not be ready in time for your meeting on July 12.

The Kimley Horn opinion of cost by phase, option and total appears in the table below.

PHASE	BACKBONE	FTTP
1	\$870,000	\$1,650,000
2	\$680,000	\$1,660,000
3	\$500,000	\$1,640,000
4	\$330,000	\$970,000
5	\$380,000	\$1,220,000
6	\$420,000	\$1,690,000
7	\$320,000	\$1,340,000
8	\$270,000	\$910,000
TOTAL EST. COST	\$3,760,000	\$11,080,000

The only critical issue at the moment is how to pay for the preferred Phase 1 conduit option so that if you want conduit it can be installed in conjunction with construction in Phase I.

While cost is certainly a factor, since contractor change order requests will provide real cost data when the change orders are completed, at this juncture all we need to do is:

1. Determine if the Town wants spare conduit installed for convenience while this project is underway, and if so
2. Determine whether every building in town should have conduit installed at curbside or will the backbone suffice for now; and
3. Determine how to finance the project.

Finance Options are as follows:

1. Borrow full amount with a bank loan for 10 years, annual payment:
Backbone: \$441,000 assuming 3% interest.
FTTP: \$1,287,720 assuming 3% interest.
2. Annually appropriate \$475,000 from the PAYGO CIP Fund. (Financed with a reduction in other projects or increase in taxes or combination of both). This finance option of appears to only be feasible for the Backbone plan because doing so for FTTP would require an annual appropriation of \$1,387,500 per year.
3. If the Town Council decides to forgo the groin program and return the funds of approximately \$5 million to the ACIP fund, this action could “free up” PAYGO funds that were appropriated for future drainage/sanitary projects that could be paid for with the newly “found” groin monies. This would allow the appropriation of at least \$475,000 per year in PAYGO without affecting future projects and would not require cuts or a tax increase. This finance option would only cover about 45% of the cost of FTTP. The remaining \$6.1 million would require an alternative means of finance.
4. Annually “borrow” from the ERF an average of \$475,000 and repay with future bond/loan. This option does not appear feasible for provision of FTTP.
5. Annually appropriate an average of \$475,000 from available reserves. (Risk, Health, General Fund etc.) This option is not feasible for provision of FTTP.
6. Issue a LOC from a bank and draw an average of \$475,000 per year for backbone or an average of \$1,387,500 per year for FTTP. Repaid when Town issues a future long term bond. Interest paid from General Revenues (2% on \$475,000 is \$9500 first year, 1.5% = \$7,125)(2% on \$1,387,500 is \$27,750 first year, 1.5% = \$20,813)
7. Issue commercial paper (CP) or increase current CP program to include full amount of \$3,800,000 or half of \$1,900,000 and use proceeds for the phases and invest balance.
8. Use a portion of the 1 cent sales tax funds each year. The townwide underground project currently stands at an estimated \$98.6 million. FPL is estimated to provide additional

savings to the town of up to \$6 million, which will result in a townwide undergrounding project cost of \$92.6 million, if realized. The one cent sales tax is estimated to generate \$5 million over 10 years. If \$2.6 million of the sales tax money is applied to the townwide undergrounding project we will meet our assessment budget of \$90 million. This means that \$2.4 million of the one cent sales tax money could be directed to provision of additional conduit. If \$2.4 million is applied to the estimated cost of backbone conduit only \$1.4 million from an alternative source would be required which would average \$175,000 per year over the life of the townwide project. If \$2.4 million is applied to the estimated cost of FTTP, \$8.7 million would be required from an alternative source or an average of \$1,087,500 per year over the life of the townwide project.

Staff recommends the backbone conduit plan as the conduit plan to be pursued. Based upon the Kimley Horn estimated costs of a highly redundant backbone plan, if \$2.4 million of the one cent sales tax proceeds are applied to the conduit plan only \$1.4 million is estimated to be needed over the life of the eight year townwide underground project.

Technical Memorandum

To: Ms. Patricia Strayer, P.E.

From: Kevin Schanen, P.E.

Date: May 24, 2017

Subject: Town of Palm Beach – Future Fiber Optic Communications System

In accordance with Task 1.1.2 of our scope of services related to Master Planning of the Town-wide Undergrounding Program, Kimley-Horn developed recommendations for the construction of a fiber optic communication system for use by the Town. The purpose of this system is to enhance the safety, security, and operational capabilities of the Town while taking advantage of the enhanced efficiency and cost savings that is realized by installing the backbone infrastructure for such a system during the Town-wide Undergrounding program.

The Project Background, Analysis, Opinions of Cost, and Recommendations follow below.

Project Background

The Town of Palm Beach is a municipal agency that provides the community with a number of services including, but not limited to:

- Public Safety (Police and Fire Departments, Beach Life Guards)
- Public Sanitation (Sanitary Sewer collection and transmission, Trash Collection)
- Recreational Facilities
- Roadway Maintenance (Paving and Signals)
- Flood Protection (Stormwater collection and transmission)

All of the above services require varying levels of technological support. It is known that the Police Department maintains a network of security devices throughout the island to enhance crime prevention capabilities and that the Public Works Department uses a radio telemetry system to monitor their network of over 60 storm and sanitary pump stations. The current technology that is employed has served the Town well over the years but as technology advances, there are operational efficiencies and enhancements that cannot be realized without a system upgrade.

There are a number of advantages that a fiber optic communications system can provide including enhanced security, enhanced operational flexibility, increased speed for data transfer, and increased flexibility to accommodate and make use of advancing technology. The Town's planned Undergrounding program offers a unique opportunity to install conduit infrastructure at a reduced cost

that could be used to support a new communications network that would allow the Town to capitalize on advancing technology. Additionally, the Town engaged Magellan Advisors to explore the feasibility of developing new Broadband Infrastructure throughout the island.

The objective of this memorandum is to recommend an option for the routing of the backbone conduit infrastructure and provide an order of magnitude opinion of cost for such conduit. The design of a Town-serving or public communications network (fiber optics cable, equipment, connections, etc.) along with the associated costs are not contemplated at this time and will be developed once the Town has budgeted for such improvements.

A secondary objective is to provide a conceptual opinion of probable construction cost to construct additional fiber optic conduit(s) radiating out from the backbone that have the ability to reach all properties in Town so that a Fiber to the Premises (FTTP) Infrastructure Network could be deployed in the future with minimal disruption to the right of way.

Analysis

To begin our analysis, we first met with the Town of Palm Beach Public Works and Public Safety Departments on July 6, 2016 to gain a better understanding of the existing systems in place and learn if there were any desired system improvements, whether budgeted or not. The following individuals attended the meeting:

- Patricia Strayer (TOPB)
- Brett Madison (TOPB)
- Jim Palmer (TOPB)
- Dan Szarzewski (TOPB)
- Christine Cunningham (TOPB)
- Kevin Schanen (KHA)
- Anjuli Panse (KHA)

In general, the Town operates various security related infrastructure throughout the island. Locations and types of security infrastructure was not discussed to protect the confidential nature of these improvements. The Police Department described several locations where they desire to have new security infrastructure installed.

Public Works expressed a desire to provide connectivity to the facilities that they operate. These include sanitary and stormwater pump stations, traffic signals, and Town owned buildings. A dedicated fiber optic connection between these facilities provides a greater degree of monitoring and control from a remote location which can enhance the level of service as well as reduce maintenance trips to the stations if the problem can be solved remotely. A dedicated fiber optic connection also reduces the reliance on third-party broadband providers to provide connectivity between the Town maintenance personnel and the facility which can improve reliability.

In determining the most cost effective backbone conduit route we reviewed the locations of Town operated facilities, major roadway corridors, locations that provide effective opportunities to expand service into the community in the future, and areas that would be feasible to install Fiber Optic Distribution Equipment. For the purposes of this analysis, it was assumed that Fiber Optic Distribution Equipment could be collocated within existing Town facilities such as pump stations and/or Town buildings/properties. A map of our recommended fiber optic conduit backbone route is attached to this memorandum that describes the proximity of the route to Town facilities. This map was developed collaboratively with Magellan Advisors during their Broadband Infrastructure Assessment of the Town. Magellan further recommended the installation of a redundant backbone through some areas in Town to improve overall reliability of the system.

The FTTP option for conduit installation expands on the backbone conduit routing described above. We have estimated that the conduit would need to be installed under all roadways within the Town in order to meet the objective of providing fiber service accessibility to all properties within the Town. Only mainline line conduit within the right of way is contemplated for installation in the FTTP option. Additional conduit between the mainline in the right of way and service point at the building/facility to be served (i.e. drop conduit), is not included in the opinion of cost for this option. The drop conduit is assumed to be installed at a later date if requested by the property owner.

In both the backbone and the FTTP options, we are assuming that 2-2" conduits will be sufficient for future fiber needs. We are not including the costs related to fiber optic cabling and related fiber optic distribution equipment at this time.

Conceptual Opinion of Probable Costs

Based on our analysis and subsequent direction from the Town, Kimley-Horn has developed conceptual opinions of probable construction costs for two options pertaining to future fiber optic communications systems within the Town. The assumptions made as well as a conceptual opinion of probable construction cost are provided below.

Option 1 – Backbone Conduit Only

This option includes backbone conduit only as illustrated in the attached map. This includes a redundant route as recommended by Magellan Advisors and additional conduit to specific areas as identified by the Town. This backbone route provides connectivity from one end of Town to the other, provides convenient connectivity to critical Town facilities/infrastructure and would have the ability for future expansion of the conduit network. However, expansion of the conduit network will require disturbances to the public right of way for the installation of additional conduit that radiates out from the backbone. This opinion does not include fiber optic cable or equipment.

Assumptions made for Option 1 include the following:

- Conduit design and installation occurs in conjunction with each phase of the undergrounding project

- Conduit is installed by directional bore as an additional conduit on a bore that was already planned for the undergrounding project
- Handholes are installed at every roadway intersection or every 300 feet.

This opinion includes a 10% contingency on conduit length to account for sweeps to pullboxes and access point locations, additional Maintenance of Traffic and Mobilization costs that would be required for this conduit installation, a 20% overall contingency, and a 3% CPI increase over the life of the project which begins with Phase 2 in 2018 and ends with phase 8 in 2024. Based on these assumptions, the conceptual opinion of probable construction cost for the Option 1 – Backbone Conduits installation is \$3,800,000.

The opinion of cost per Phase for Option 1 is as follows:

Phase 1	\$	870,000
Phase 2	\$	680,000
Phase 3	\$	500,000
Phase 4	\$	330,000
Phase 5	\$	380,000
Phase 6	\$	420,000
Phase 7	\$	320,000
Phase 8	\$	270,000

Option 2 – Fiber to the Premises Conduit

This option includes the installation of conduit only to all parcels on the island. Conduit lengths were estimated using the total length of public roadway for each phase of the undergrounding project. This opinion does not include fiber optic cable or equipment, nor does it include the drop conduit between the right of way and the service point of the building/facility to be served.

Assumptions made for Option 2 include the following:

- Conduit design and installation occurs in conjunction with each phase of the undergrounding project
- Conduit is installed by directional bore as an additional conduit on a bore that was already planned for the undergrounding project
- Handholes are installed at every roadway intersection or every 300 feet.

This opinion includes a 10% contingency on conduit length to account for sweeps to pullboxes and access point locations, additional Maintenance of Traffic and Mobilization costs that would be required for this conduit installation, a 20% overall contingency, and a 3% CPI increase over the life of the project which begins with Phase 2 in 2018 and ends with phase 8 in 2024. Based on these assumptions, the

conceptual opinion of probable construction cost for the Option 2 – Fiber to the Premises Conduit is \$11,100,000.

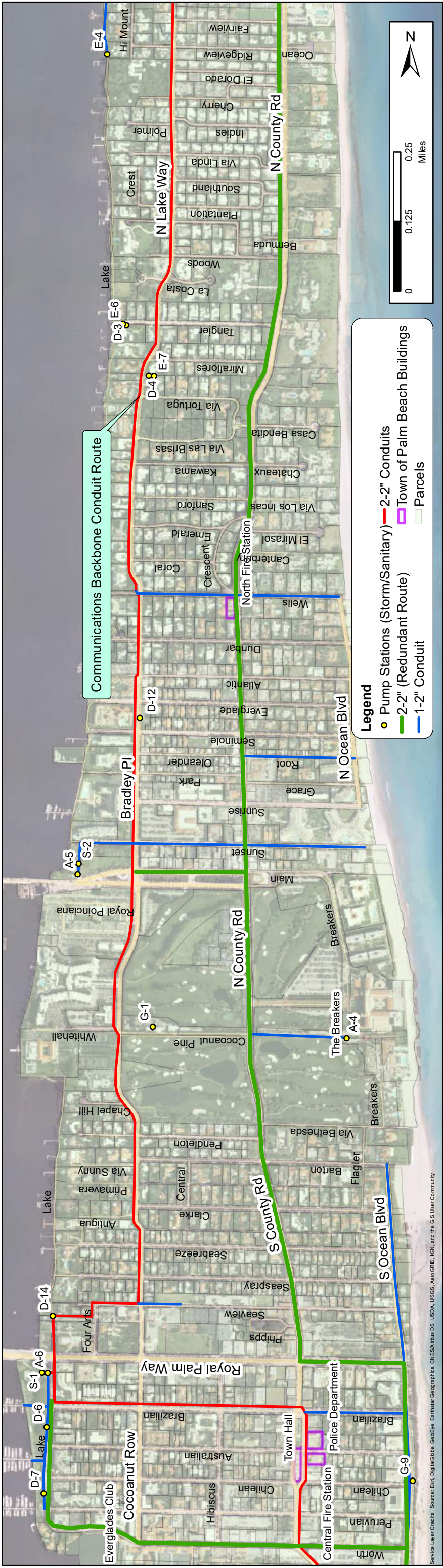
The cost per Phase breakdown for Option 2 is as follows:

Phase 1	\$ 1,650,000
Phase 2	\$ 1,660,000
Phase 3	\$ 1,640,000
Phase 4	\$ 970,000
Phase 5	\$ 1,220,000
Phase 6	\$ 1,690,000
Phase 7	\$ 1,340,000
Phase 8	\$ 910,000

In developing the above opinions of probable construction costs for Options 1 and 2, it is noted that Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Kimley-Horn at this time and represent only Kimley-Horn's judgment as a design professional familiar with the construction industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Should you have any questions please do not hesitate to contact me directly at 561-840-0820.

Attachments: Fiber Optic Backbone Routing Map



Legend

- Pump Stations (Storm/Sanitary)
- 2-2" (Redundant Route)
- 1-2" Conduit
- Town of Palm Beach Buildings
- Parcels





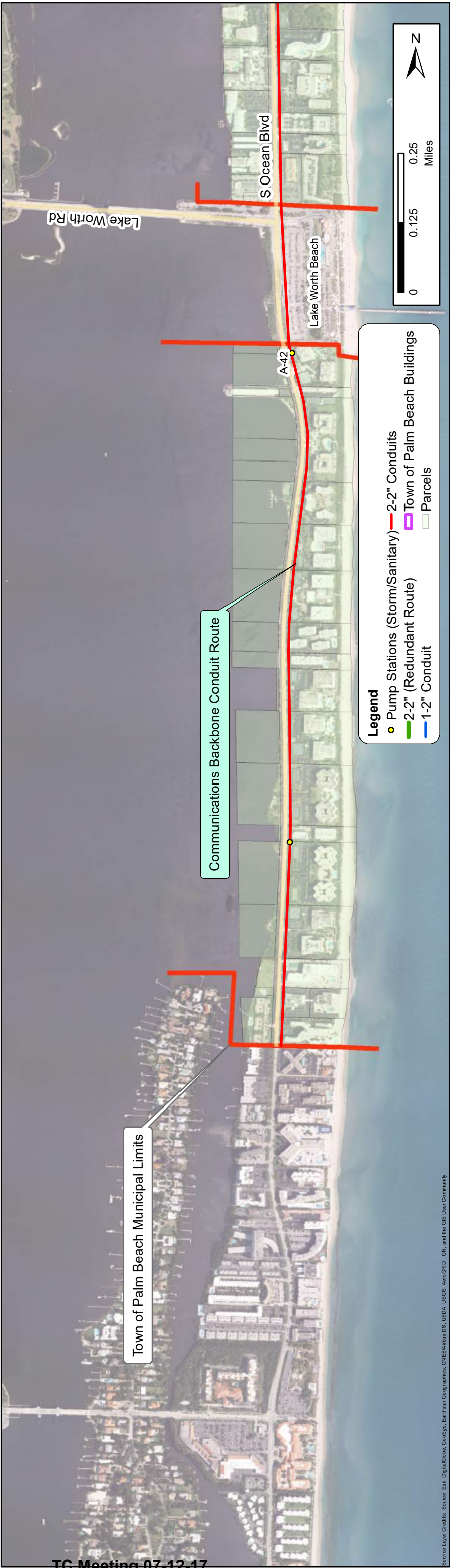
Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

- Legend**
- Pump Stations (Storm/Sanitary) ●
 - 2-2" Conduits —
 - 2-2" (Redundant Route) —
 - 1-2" Conduit —
 - Town of Palm Beach Buildings
 - Parcels





TOWN OF PALM BEACH

Information for Town Council Meeting on July 12, 2017

To: Mayor and Town Council

From: Thomas G Bradford, Town Manager

Re: Town Use of One – Cent Surtax Revenues

Date: July 6, 2017

STAFF RECOMMENDATION

Staff recommends that the Town Council make a decision relative to the use of the one-cent surtax revenues approved by Palm Beach County voters in November 2016.

GENERAL INFORMATION

The Town's estimated share of the one-cent sales tax, also known as the one-cent surtax, is \$5 million over the next 10 years. On two occasions staff has recommended that the proceeds be used to reduce the cost of the underground utilities project for town property owners. Doing so will benefit all property owners within town. Staff continues to recommend that the Town Council use these sales tax proceeds for the townwide underground utilities project to benefit the maximum number of property owners possible.

An additional option could be to use a portion of the proceeds for the townwide utility program and another part for the recommended backbone conduit plan for town government needs. If \$2.6 million of the one-cent sales tax proceeds are devoted to the townwide underground project this would enable the project to meet its \$90 million assessment budget. Based upon the Kimley Horn estimated costs of a highly redundant backbone plan, if \$2.4 million of the remaining one-cent sales tax proceeds are applied to the conduit plan only \$1.4 million is estimated to be needed over the life of the eight-year townwide underground project to fully fund the estimated cost of \$3.8 million for the backbone conduit plan.

Cc: H. Paul Brazil, P. E., Director of Public Works
Jay Boodheshwar, Deputy Town Manager
Jane Struder, Finance Director
Steven Stern, Underground Utilities Project Manager

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

FROM: H. Paul Brazil, P. E., Director of Public Works

RE: Approval of Peer Review of Town of Palm Beach Town-Wide Underground Overhead Utilities Master Plan Scope and Schedule

DATE: July 5, 2017

STAFF RECOMMENDATION

Town staff recommends Town Council approve the proposed scope and schedule of the Peer Review of Town of Palm Beach Town-Wide Underground Overhead Utilities Master Plan.

GENERAL INFORMATION

At the June 11, 2017 Town Council meeting, Town Council ratified the Selection Committee's recommendation for the Peer Review of Town of Palm Beach Town-Wide Underground Overhead Utilities Master Plan. The Town Council also authorized contract negotiations with the selected firm Patterson & Dewar Engineers providing authorization to the Town Manager to execute a contract with Patterson & Dewar Engineers in an amount not to exceed \$100,000. Town staff has negotiated a scope, schedule and budget that meets this approval. As part of the transparent process, Town Staff is requesting Town Council to approve the proposed scope, schedule and budget.

The negotiated scope is attached. The major milestones include:

- Phase 1 - Project Notice to Proceed and Data Collection – July 14
- Phase 2 – Review Data Collection Materials – Week of July 27
- Phase 3 – Onsite Interviews – Week of August 21
- Phase 4 – Development of Draft Report and Recommendations
- Phase 5 – Refinement and Finalization of Report and Recommendations
- Phase 6 – Stakeholder Meetings (Presentation to Undergrounding Task Force) – September 5
- Final Report Presentation to Undergrounding Utilities Task Force – October 3

The contract has been negotiated as a lump sum contract in the amount of \$98,500. This cost will be evenly split between the Civic Association and the Town of Palm Beach. There is an additional cost of \$8,000 for a presentation to Town Council in October, if desired. A separate purchase order could be issued for this effort if deemed necessary. Staff is asking Town Council to approve the scope, schedule and budget.

FUNDING/FISCAL IMPACT

Funding for this Resolution will be divided equally between the reserves of the Town-Wide Undergrounding of Utilities Fund, and a donation from the Palm Beach Civic Association.

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and approved as recommended.

TOWN ATTORNEY REVIEW

This item has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachment

cc: Steven Stern, Project Manager
Jane Struder, Director of Finance
Patricia Strayer, P.E. Town Engineer
Dean Mealy, Purchasing Manager

July 5, 2017



850 Center Way
Norcross, GA 30071

(770) 453-1410
pdengineers.com

Ms. Patricia Strayer, PE
Town of Palm Beach
Public Works Department
951 Okeechobee Road
West Palm Beach, FL 33401

Subject: Proposal for Peer Review of Town-Wide Underground Utilities Master Plan

Ms. Strayer:

Patterson & Dewar Engineers, Inc. (P&D) is pleased to present the following proposal concerning the above-mentioned engineering services for the Town of Palm Beach (Town).

Project Understanding

The Town has retained P&D to provide an independent, technical peer review of the "Town-Wide Undergrounding of Utilities Master Plan" completed in April 2017 by Kimley-Horn and Associates (KHA). As part of conducting the peer review, several specific technical questions, also referred to as "charge questions" will be addressed during the engagement. The peer review will also encompass a comment/response format to allow the KHA Team and stakeholders of the Town to provide input on the Study's recommendations.

P&D will conduct a peer review that will include analyzing the project's approach and design consideration, the master plan, scheduling, sequencing, phasing and the probable cost of construction. Our approach will be to utilize a team of subject matter experts from several firms to perform a thorough peer review of the Master Plan. Our approach will be divided into several phases outlined below.

Scope of Services

Phase 1 - Data Collection

- P&D will submit a comprehensive data request to both the Town and KHA. Along with the data request, our Team will prepare an electronic portal established in Microsoft SharePoint or other applicable software package to facilitate the electronic submission and tracking of requested data. As applicable, appropriate permissions will be placed on project folders and documentation to ensure only secured access to all documents provided. The data we need includes, but is not limited to, the following:
 - › Construction Documents for current projects
 - › Engineer's Estimates of Probable Costs for current projects
 - › Engineer's Estimated Construction Schedule for current projects
 - › Engineer's Recommended Traffic Control Plan for current projects
 - › Contractor's Bids for current projects
 - › Contractor's Schedule for current projects
 - › Contractor's Traffic Control Plan for current projects

- › Master Plan
- › Cost estimate, assumptions and technical requirements of FPL, Comcast, and ATT
- › Project Management plan for the project
- › Information on the original analysis of delivery methods
- P&D will attend a kickoff meeting wherein key stakeholders of the Town and the KHA team meet with our project team representatives to discuss framework, direction, and overall objectives of the peer review. This meeting will allow us to align our project team members with key technical experts for the Town and KHA and to establish appropriate lines of communication and coordination. Three members of P&D's peer review team will attend the kickoff meeting. The objectives for this conference will be to:
 - › Meet the Town team, KHA design team, and introduce the peer review team
 - › Allow the Town's representatives to provide a summary presentation on the status of the project, including background information
 - › Finalize the peer review schedule and establish key milestones
 - › Obtain the data requested and review it with the design team

Phase 2 - Review Data Collection Material

The existing data for this project will be collected and reviewed by the appropriate members of P&D's team. We have established five categories for grouping and analyzing the data. The charge questions originally submitted in the SOQ will be included in the categories and addressed by the team. Current categories are as follows:

- Planning and Engineering Design
- Costing and Applicability of OPC
- Traffic Control and Impacts
- Project Delivery/Program Management
- Scheduling and Sequencing

Phase III - Onsite Interviews

After reviewing the existing data, P&D will lead a 2-day summit onsite to conduct interviews with all team members associated with the project. The intent of the interviews will be to ask questions resulting from the team's review of the data provided by the Town and to address possible issues not covered by that documentation. We have identified the following personnel who should attend and the groups we intend to interview:

- Attendees
 - › P&D – Anthony Hanson and Valerie Crawford
 - › NewGen – Chris Ekrut or Brown Thornton
 - › Erdman Anthony – Dana Gillette and Jim Noth
- Potential groups to interview
 - › The Town of Palm Beach staff
 - › Kimley-Horn and its sub-consultants
 - › Personnel from FPL, AT&T, and Comcast
 - › The City of West Palm Beach Water Utilities

Phase IV - Development of Draft Report and Recommendations

After the interviews, our team will analyze the responses and prepare a summary report to address the charge questions and other topics identified during the peer-review process. This report will be submitted to the Town for review and comment. The preliminary framework of the report would address the charge questions per the above-mentioned categories or as follows:

- Executive Summary
 - › Formal Recommendation
 - › Cost Impact of Recommendation: (Quantified where possible or Qualitative Discussion)
 - › Risk Impact of Recommendation: (Increase, Decrease, Neutral – Qualitative Discussion)
 - › KHA Formal Response to Recommendation
- Overall Project Goal
 - › Conduct a review of the analysis results and provide recommendations for improvements
- Planning and Engineering Design
 - › Have the appropriate and applicable engineering concepts been utilized?
 - › Is the design criteria and analysis/design methodology sound?
 - › Are the geotechnical and site reports appropriate for this level of master planning? Are there recommendations that would improve the accuracy of the opinion of probable cost?
 - › Conduct a technical review of the Phase 1 design and specifications.
- Costing and Applicability of OPC
 - › Provide a high-level review of the Engineer's Opinion of Probable Cost.
 - * Are there opportunities to increase the success of the program through enhancements that we should consider?
 - * Are there opportunities to reduce the costs to our program and what should we consider?
 - * Identify pluses and minuses for suggestions that will increase our costs or reduce our costs.
 - * Is the contingency enough?
 - * Are the fees in-line with industry standards?
 - * Is the equipment utilized appropriate for our barrier island?
 - * Identify potential additional costs we may incur that are not noted in the Master Plan.
 - * What has been your experience with these early estimates?
- Scheduling and Sequencing
 - › Assumptions and limitations (based on the Town's codes and ordinances and historic traffic congestion) were utilized in developing the size of each construction phase and the sequencing of construction. Are there recommendations for modifying these assumptions which would improve the overall opinion of probable cost?
 - › Are there adjustments that could be made to the construction phase sizes and sequencing that would reduce the opinion of probable cost?
 - › Do you have suggestions to reduce the number of years to complete the project?
 - › Provide suggestions for possible trade-offs of schedule vs. costs.

- Traffic Impacts
 - › Construction related traffic congestions is a particular concern of Town officials, residents, and local businesses. Any recommendations that would reduce construction traffic related problems?
- Program Management and Delivery
 - › Program Management Plan
 - * Are there any large-scale opportunities to modify the planning, phasing, construction methodology, and/or other implementation ideas that would significantly impact the recommendations in the master plan and could significantly impact the overall opinion of probable cost?
 - › Alternative Delivery Analysis
 - * Are there recommendations for construction delivery methods that could reduce the overall cost of the project? In reviewing the Master Plan, the Town wishes to know if there are alternative approaches that will deliver this program more efficiently.

Phase V - Refinement and Finalization of Report and Recommendations

This refinement phase will include a formal process whereby KHA and the Town's key decision makers respond to the report and recommendations. P&D's final report will include a summary of our identified recommendations along with the response to said responses by KHA and the Town.

Phase VI - Stakeholder Meetings

- During the course of the project, P&D will attend two UTF meetings to provide an update on the status of the project and final report presentation.
- After the report has been finalized, P&D will attend a meeting with the project's stakeholders to present the results of our peer review and answer any questions the Town may have. (This meeting will be in conjunction with one of the UTF meetings.)

Basis of Scope and Fee Development

In developing the above Scope of Services, P&D has assumed the following:

- Town and its consultants will provide information requested and the peer review will be conducted based on that information.
- The peer review will be a high-level review addressing the Town's charge questions.
- FPL, Comcast and ATT will provide detailed cost and technical information of the required system.

Additional Services

P&D is available to perform the following additional service (which is not included in this Scope of Services):

- Deliver a final presentation at the town council meeting.

Schedule

P&D is prepared to begin work within two weeks of approval with an anticipated completion date of 10/03/2017.

Payment Terms

P&D will submit monthly invoices to the Town. Expenses will be billed at cost and mileage will be billed at standard IRS reimbursement rates.

Total Fees

The fee for the services under this Agreement will be provided as a fixed fee based on the scope of services outlined herein and the anticipated level of effort. This fee will not be revised without obtaining the prior written authorization of the Town.

Service	Fee
Peer Review of Town-Wide Underground Utilities Master Plan	\$98,500.00
Presentation at the Town Council Meeting	\$ 8,000.00

Notwithstanding anything to the contrary herein, P&D will not be required to furnish services or incur expenses for work not included herein without written authorization (including email) from the Town committing to additional funding.

Terms and Conditions

This proposal is valid for 30 days. A purchase order or other written authorization (such as an email) is required for work to proceed. Work cannot be scheduled until notice to proceed has been received. Project acceptance and associated completion date will be determined at that time.

We look forward to your favorable response. If there are any questions, please contact me, 615-838-4197.

Sincerely,

Patterson & Dewar Engineers, Inc.

Anthony Hanson, P.E.

Principal Engineer

ahanson@pdengineers.com

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Coastal Update:

H. Paul Brazil, P.E. Director of Public Works

a. Shore Line Condition Update

b. RESOLUTION NO. 121-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$129,106 to Applied Technology & Management, Inc., for Town-Wide 2017 Annual Physical Surveys, and Establishing a Physical Monitoring Budget of \$142,000.

c. RESOLUTION NO. 122-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$199,695 to Coastal Eco-Group, Inc., for 2017 Annual FDEP BMA Cell-Wide Biological Monitoring, and Establishing a Cell-Wide Biological Monitoring Phase Budget of \$220,000.

d. RESOLUTION NO. 123-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Fiscal Year 2018-2019 Annual Funding Application to the Florida Department of Environmental Protection Beach Erosion Control Program.

Presenter

ATTACHMENTS:

- **b. Memorandum dated June 22, 2017, from H. Paul Brazil, P.E., Director of Public Works**
- **b. Resolution No. 121-2017**

- ▣ **b. ATM Proposal**
- ▣ **c. Memorandum dated June 22, 2017, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **c. Resolution No. 122-2017**
- ▣ **c. Coastal Eco-Group, Inc. Proposal**
- ▣ **d. Memorandum dated June 28, 2017, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **d. Resolution No. 123-2017**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Approve a Purchase Order for 2017 Annual Physical Surveys
Resolution No. 121-2017

DATE: June 22, 2017

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 121-2017 approving a purchase order to Applied Technology & Management, Inc. (ATM), in the amount of \$129,106 and establishing a project budget of \$142,000 to complete the Town-wide Annual Physical Surveys.

GENERAL INFORMATION

Physical monitoring of the Town's beaches is essential for coastal management. Physical monitoring provides engineers and regulators the necessary information to track the performance of previously constructed coastal projects and to design permissible storm protection and erosion control projects in the future.

The physical monitoring procedure includes surveying both above the water (topographic), and below the water (bathymetric). Each year the Town performs surveys starting from a given point on land with a known horizontal position and vertical elevation established by the Florida Department of Environmental Protection (FDEP). Horizontal and vertical data is collected from this given point, perpendicular to shore, and out to a specific depth offshore. Using this data, a cross section of each beach profile can be drawn which follows the movement of sand within the profile.

For the past ten (10) annual events, the Town has tasked an engineering consultant to provide a Town-wide analysis of physical monitoring surveys, comparing the newly collected data with the previously collected data. The analysis is compiled into a report that is provided to the Town. This "Sediment Budget" report assists the Town with keeping track of the sand currently within the coastal system of the Town limits.

During the Beach Management Agreement (BMA) process, FDEP and other BMA participants noticed the benefits of the “Sediment Budget” report. The monitoring program of the BMA shoreline was developed using the “Sediment Budget” report as a guide. This BMA monitoring program now includes the tasks previously performed for the “Sediment Budget” report and has slightly expanded the scope to meet the regional approach of the BMA.

The scope of work prepared by both ATM and Sea Diversified, Inc. (SDI) is sufficient to complete the fieldwork and the data reporting to prepare the BMA obligated annual “Sediment Budget” report. The 2017 physical monitoring effort includes additional intermediate surveys in the Phipps Ocean Park area to specifically monitor the performance of the beach nourishment project.

FUNDING/FISCAL IMPACT

Town Council approved the FY17 Coastal Management Program Budget which includes sufficient funds for all related tasks within ATM’s June 9, 2017 Annual Beach Physical Monitoring Proposal. Town staff requests approval of ATM’s proposal as well as a small contingency, and establishing a task budget of \$142,000 for the complete Town-wide Annual Physical Surveys.

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and approved as recommended.

TOWN ATTORNEY REVIEW

This proposed Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachment

cc: Jane Struder, Director of Finance
Robert Weber, Coastal Program Manager
John C. Randolph, Town Attorney
Dean Mealy, Purchasing Manager

RESOLUTION NO. 121-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER IN THE OF AMOUNT \$129,106 TO APPLIED TECHNOLOGY & MANAGEMENT, INC., FOR TOWN-WIDE 2017 ANNUAL PHYSICAL SURVEYS, AND ESTABLISHING A PHYSICAL MONITORING BUDGET OF \$142,000.

* * * * *

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order to Applied Technology & Management, Inc. (ATM), in the amount of \$129,106 for Town-wide 2017 Annual Physical Surveys, and establishes a Physical Monitoring Budget of \$142,000.

Section 2. The Town Manager is hereby authorized to execute this contract on behalf of the Town of Palm Beach for these professional services.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the completion of the said project work, including any necessary change order work, as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of July 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Gwendolynn Peirce, CMC, Acting Town Clerk

Margaret A. Zeidman, Town Council Member

June 9, 2017

Rob Weber
Coastal Program Manager
Public Works Department
P.O. Box 2029
Palm Beach, FL 33480-2029

**RE: 2017 Town Wide Annual Beach Physical Monitoring
Project Proposal**

Dear Mr. Weber:

Please find attached our proposal for the above referenced project. This effort will be conducted with primary support provided by SEA Diversified, Inc. and Aerial Photography by ACA, Inc. Their proposal is provided as an attachment to this letter in addition to ATM's cost summary.

This Work Order, when executed, shall be incorporated in and become an integral part of the Agreement for professional services between the Town of Palm Beach (TOWN), Florida and Applied Technology & Management (CONSULTANT), hereafter referred to as the Agreement.

Introduction

At the request of the TOWN, the CONSULTANT shall provide coastal surveying, analysis and reporting services to support 2017 Town-wide physical monitoring efforts. The physical monitoring field surveys will be conducted by a sub-contractor (SDI) in close coordination with the CONSULTANT under a separate (attached) Scope. This Scope includes all efforts required to collect and analyze physical monitoring survey data consistent with the Beach Management Agreement (BMA). This proposal includes a storm response survey task though it is acknowledged that this task is not specifically authorized under the annual monitoring and would be initiated only on an as needed basis as directed by the town.

This effort will be conducted on a Time and Materials Not to Exceed Basis at rates consistent with the CONSULTANT's General Services Agreement with the TOWN.

Scope of Services

The following is a description of the Scope of Services to be provided under this Work Proposal. The CONSULTANT shall provide the following services:

Task 1 – Beach Profiles, Bathymetric Surveys and Aerial Photography

Survey data will be collected as defined within the proposal letter from Sea Diversified dated June 9, 2017 (included in whole by reference). ATM will coordinate survey execution and provide QA/QC of all survey data prior to submission to the Town. Survey tasks include the collection of profile data north of the Lake Worth Inlet in addition to Town-wide beach profile surveys and aerial photography.

Task 1 Deliverable: ATM will submit task deliverables to the Town as defined within the proposal letter from Sea Diversified dated June 9, 2017.

Task 2 – Town-Wide Physical Monitoring Analysis

Under this task, the CONSULTANT shall perform Town-wide physical monitoring data analysis and reporting efforts consistent with previous annual monitoring efforts, the Beach Management Agreement (BMA) and Staff consultation. This will include the evaluation of erosion and accretion trends along the extent of the TOWN's beaches. Data from previous annual surveys and the 2017 survey will be incorporated into this study, though the focus of this effort will include the complete extent of the shoreline within the Town's boundaries. The CONSULTANT will update the TOWN's sediment budget in a manner consistent with previous studies and provide a summary of shoreline performance. No specific geomorphic change plots will be prepared. No specific analysis of the Lake Worth Inlet expanded settling basin or beaches north of the inlet will be conducted, though profile data for the beaches north of the inlet will be collected for future use. Results of this analysis will be presented in tables and figures suitable for inclusion within the annual Town-wide report. Results of the study will be presented at the BMA annual update meeting and to the Shore Protection Board.

Task 2 Deliverable: Results of this analysis will be summarized within an annual physical monitoring report and PowerPoint document which will be presented to the Shore Board and at the BMA annual status update meeting.

ATM will submit a draft report to the TOWN within 75 days of data collection. Upon receipt of comments from the TOWN regarding the draft report, ATM will incorporate these comments into the document and submit the final report to the TOWN.

Compensation

This effort will be conducted on a Time and Materials Not to Exceed Basis for a total cost of \$129,106. Task costs are summarized below and a detailed cost breakdown is provided as an attachment.

Table 1
Cost Breakdown by Task

	Task Description and Breakdown	ATM Total Labor	Sub-consultant*	Internal Direct Expenses*	Total Task Budget
Task 1	Physical Monitoring Surveys and Aerial Photography				
	Physical Monitoring Surveys (Beach Profiles)	\$1,116	\$52,780	\$0	\$53,896
	Aerial Photography	\$0	\$43,780	\$0	\$43,780
	Total Cost - Task 1	\$1,116	\$96,560	\$0	\$97,676
Task 2	Town-Wide Survey Analysis and Reporting				
	Physical Monitoring Survey Analysis	\$14,974	\$0	\$500	\$15,474
	Report and Exhibit Preparation and Presentation	\$15,956	\$0	\$0	\$15,956
	Total Cost - Task 2	\$30,930	\$0	\$500	\$31,430
	Total Task Order Costs	\$32,046	\$96,560	\$500	\$129,106

Project Schedule

Physical monitoring surveys will be conducted (weather permitting) within the August timeframe or as directed by Town Staff.

Should you have any questions regarding this proposal, please feel free to contact me at your convenience.

Sincerely,

Applied Technology & Management, Inc.

A handwritten signature in dark ink, appearing to read 'M. Jenkins', with a stylized flourish at the end.

Michael G. Jenkins, Ph.D., P.E.
Coastal Engineering Team Leader

cc: Bill Sadler, PE, PSM (SDI)

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Approve a Purchase Order for 2017 FDEP BMA Cell-Wide Biological Monitoring
Resolution No. 122-2017

DATE: June 22, 2017

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 122-2017 approving a purchase order to Coastal Eco-Group, Inc. (CEG), in the amount of \$199,695 to complete the State of Florida Department of Environmental Protection (FDEP) Beach Management Agreement (BMA) required annual 2017 Palm Beach Island Cell-Wide Biological Monitoring, and establishing a Biological Monitoring Phase budget of \$220,000.

GENERAL INFORMATION

Biological monitoring of the Town's beach projects has been a regulatory permit obligation for our beach projects. Following the extensive BMA development effort, biological monitoring tasks were evaluated and revised to meet a more complete cell-wide effort.

Coastal Eco-Group, Inc. (CEG), and their sub-consultant Tetra Tech, Inc., have together performed the majority of the biological monitoring for the Town since 2009. These two (2) firms worked together with FDEP and the BMA participants to develop a biological monitoring program for the BMA that was acceptable to all applicable parties.

The CEG comprehensive scope of work, dated June 19, 2017, includes two (2) primary tasks that are required to meet regulatory obligations under the BMA. These tasks include nearshore environmental resources mapping, and both benthic and sedimentation analyses. Phipps Ocean Park Beach Nourishment Project Year 1 post-construction monitoring, required by the U.S. Army Corps of Engineers, will be performed under a separate authorization. CEG's scope of work satisfies all other regulatory required biological monitoring for the 2017 calendar year.

Town staff is working with FDEP staff to identify any potential State cost-sharing for this regionally beneficial work effort. The Town has been successful in previous years with obtaining State cost-sharing for annual required biological monitoring work.

FUNDING/FISCAL IMPACT

The Coastal Protection Fund includes sufficient funds to accomplish CEG's June 19, 2017 annual BMA required scope of work proposal. Town staff recommends approval of CEG's proposal of \$199,695 with a ten percent (10%) contingency, establishing a phase budget of \$220,000 to complete the annual BMA biological monitoring fieldwork, analysis, and reporting.

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and approved as recommended.

TOWN ATTORNEY REVIEW

This proposed Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachments

cc: Jane Struder, Director of Finance
Robert Weber, Coastal Program Manager
Dean Mealy, Purchasing Manager

RESOLUTION NO. 122-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER IN THE AMOUNT OF \$199,695 TO COASTAL ECO-GROUP, INC., FOR THE 2017 ANNUAL FDEP BMA CELL-WIDE BIOLOGICAL MONITORING, AND ESTABLISHING A CELL-WIDE BIOLOGICAL MONITORING PHASE BUDGET OF \$220,000.

* * * * *

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order to Coastal Eco-Group, Inc. (CEG), in the amount of \$199,695 for the 2017 annual FDEP BMA Cell-wide Biological Monitoring, and establishes a cell-wide biological monitoring phase budget of \$220,000.

Section 2. The Town Manager is hereby authorized to execute this contract on behalf of the Town of Palm Beach for these professional services.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the completion of the said project work, including any necessary change order work, as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of July 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Gwendolynn Peirce, CMC, Acting Town Clerk

Margaret A. Zeidman, Town Council Member

June 19, 2017

Mr. Rob Weber, Coastal Program Manager
Town of Palm Beach Public Works Department
951 Old Okeechobee Road
West Palm Beach, FL 33401

**Re: Proposal for the 2017 FDEP Beach Management Agreement Cell-Wide
Hardbottom Monitoring and 2017 Hardbottom Map**

Dear Mr. Weber:

Coastal Eco-Group is pleased to provide the Town of Palm Beach with the following proposal for the 2017 Environmental Monitoring Program based on the requirements of the Florida Department of Environmental Protection (FDEP) Beach Management Agreement (BMA). This proposal is being submitted to the Town on a Time and Materials – Not to Exceed basis for the services as described herein.

The scope and cost estimate contained herein have been collaboratively developed by professionals from the Coastal Eco-Group team. Teaming partners include Tetra Tech, Inc. and Nova Southeastern University. Ms. Cheryl Miller will serve as Project Manager and Principal Scientist for this effort.

This proposal has been divided into two tasks based on mapping and monitoring/reporting tasks of the BMA and the 2015 Mid-Town Beach Nourishment Project regulatory requirements. Task 1 is creation of the 2017 hardbottom map based on digitization of exposed hardbottom in aerial photography and nearshore hardbottom edge mapping of the entire BMA cell. Task 1 includes participation and presentation in public meetings for the BMA and an annual meeting with DEP. Task 2 is the Mid-Town regulatory project monitoring, BMA transect monitoring, and data analysis and reporting required by the BMA. Mid-Town is the only project with project monitoring for regulatory assurance in the BMA.

The specific scope of work to be implemented is described in the BMA, Appendix B– Cell-Wide Monitoring and Mitigation Plans. Language repeated directly from the BMA is shown in italics below.

Task 1. 2017 Hardbottom Edge Mapping and Creation of 2017 Hardbottom Map

A baseline benthic habitat map for the BMA was created in 2014 using aerial imagery from July and November 2014. Map creation included *in situ* verification of hardbottom edges.

Work performed under Task 1 of the 2017 scope involves digitization of exposed hardbottom in 2017 aerial photography using ArcGIS 10.3, including inter-observer QA-QC, following the standards used to develop the Town's historic hardbottom GIS database in the BMA. The nearshore hardbottom edge of the entire BMA cell (FDEP control monument R-76 to R-151) will be mapped by divers, and a final hardbottom map will be developed. These tasks correspond to the below BMA requirements.

Aerial photo survey and analysis of hardbottom distribution

Biannual aerial photography will be used to map the hardbottom along the BMA area twice a year and will serve as a data comparison for the in situ nearshore hardbottom edge mapping work in the summer. Having the additional aerial photo survey during the winter months will provide information on seasonal variability of hardbottom exposure. Department approved aerial photographic methods will be employed to collect aerial photography sufficient for analysis and delineation of hardbottom distribution within the cell. The acreage of exposed hardbottom in the specified zones of the cell area will be estimated and followed by a field verification of the outlined hardbottom areas, specifically on the shoreward edge (through the hardbottom edge mapping, as described in B.2.c.ii. below) and then the hardbottom will be digitally mapped using GIS. The acreage of exposed hardbottom in the specified zones of the cell area will be based primarily on aerial imagery that may be adjusted using diver observations conducted as close as possible to the imagery flight.

Nearshore Hardbottom Edge Survey

The nearshore hardbottom edge (western border of exposed hardbottom areas), or the position of the landwardmost visible border between sand and hardbottom defined by emergent biota, as well as the relief characteristics of the edge, will be mapped by a diver swimming with a differential global positioning system (DGPS). The diver shall tow a radio telemetry buoy with a DGPS antenna mounted on it. The buoy shall be on the shortest possible tether, such that the buoy is directly over the diver. The positioning system is a Trimble survey-grade DGPS which transmits continuous positions to HYPACK hydrographic survey software on board the survey vessel with correction from a U.S. Coast Guard Navigational Beacon. The locator automatically acquires and simultaneously tracks GPS satellites and precisely measures code phase and Doppler phase shifts and then computes time, latitude, longitude, height, and velocity once per second. The positioning data is tracked using the positioning program. All data obtained are recorded on the computer's hard disk and copied to external storage at the end of each day.

The nearshore hardbottom edge is located in the intertidal/subtidal zone in Reaches 7 through 10 and portions of Reach 2. Due to the shallow water depths of these features, the nearshore edge in these areas will be mapped by qualified biologists using a handheld Trimble Geo 7x DGPS (or comparable) system. The field team will carry the Trimble unit as they walk/swim around the hardbottom feature at the sand/rock interface. The Trimble Geo 7x shall collect data every second during the edge mapping.

Task 2. Mid-Town Regulatory Transects and BMA Transect Field Survey and Annual Data Analysis/Report Development

Table 1 provides a list of the regulatory Mid-Town transects with transect lengths from the 2014 survey, and Table 2 provides the Mid-Town sediment transects. Table 3 lists the BMA transects and Mid-Town BMA extensions to be surveyed in 2017. If exposed hardbottom is observed seaward of the BMA transects listed in Table 3 during the 2017 survey, the transects will be extended to the length of exposed hardbottom, and sediment depth/line intercept monitoring shall be performed across the full cross-shore extent at the time of the 2017 survey. The seaward end of exposure in 2017 will be marked with a 6 inch PK nail, and DGPS coordinates will be recorded.

Table 1. Town of Palm Beach Mid-Town Regulatory Transects

Transect	Transect length (m)	Pre-Construction Survey
R-90	200	12/16/2014
R-91	200	12/16/2014
R-92	200	12/15/2014
R-93	200	12/15/2014
R-95 Breaker's (Artificial)	185	12/17/2014
R-97	75.2	12/15/2014
R-98	94	12/15/2014
R-99	95	12/16/2014
R-100	117	12/16/2014
R-101	107.3	12/16/2014

ENVIRONMENTAL MONITORING SURVEY METHODS

Transect Survey Methodology

During the monitoring event, the transect shall be set up (plotted) by a diver extending a measuring tape the distance of the transect, with each end secured to the end of the transect by a permanent pin. Sediment measurements shall be made, a video survey shall be conducted, and benthic quadrat sampling shall occur along the transect to measure the types and distribution of the benthic communities, as well as the relief and sedimentation features of the hardbottom. The sediment measurements shall be the first data collection event to occur following set up of the transect in order to have the least sediment disturbance. Video data and benthic quadrat surveys will follow sediment measurements. Transects include all data collections listed below, unless specified to be “sedimentation only” transects. If “sedimentation only” transects are specified, only that protocol shall be utilized.

Table 2. Town of Palm Beach Mid-Town Sediment Transects

Transect	Length of Transect (m)	Pin Locations	Sand Trough Locations
T14	200	0m (EB), 10m (EB), 50m (SR), 100m (EB), 145m (SR), 188m (SR), 200m (LR)	148 m - 188 m
T13	200	0m (LR), 70m (LR), 100m (EB), 140m (SR), 200m(LR)	150 m - 190 m
T9	194	0m (LR), 20m (SR), 50m (SR), 77m (SR), 177m (SR), 194m (LR)	80 m - 170 m
T8	56	0m (LR), 10m (LR), 56m (LR)	-
T7	62	0m (LR), 12m (LR), 48m (SR), 62m (LR)	-
T6	83	0m (LR), 12m (LR), 50m (SR), 83m (LR)	-
T5	78	0m (LR), 10m (LR), 50m (SR), 78m (LR)	-
T4	90	0m (LR), 10m (LR), 50m (SR), 90m (LR)	-

Table 3. BMA Transects, Offshore Stations, and Mid-Town BMA extensions

Transect	Length (m)	Date of Installation	Baseline Survey Date
R-80.5	150	6/22/2015	8/13/2015
R-83	156.8	6/22/2015	7/16/2015
R-88	172	10/30/2014	12/17/2014
R-90 ext.	82	10/20/2014	12/16/2014
R-91 ext.	108	10/3/2014	12/16/2014
R-92 ext.	125.6	10/17/2014	12/15/2014
Station R-92	22	6/22/2015	7/16/2015
R-93 ext.	3	10/17/2014	12/15/2014
R-94	281	10/29/2014	12/17/2014
Station R-94	22	6/22/2015	7/16/2015
R-95 Breaker's Natural	60	10/22/2014	12/17/2014
R-103	151	10/29/2014	12/17/2014
R-113	2.2	10/30/2014	12/18/2014
R-115	15.5	10/30/2014	12/18/2014
R-116	29.5	10/30/2014	12/18/2014
R-132	117	10/30/2014	12/18/2014
R-133	143	10/30/2014	12/18/2014
R-136	137	6/19/2015	7/16/2015
R-139	67	6/19/2015	7/16/2015
R-142	125.5	6/19/2015	7/15/2015
R-145	157.4	6/19/2015	7/15/2015

Sediment Measurements: Line Intercept and Sediment Depth Measurements.

In order to track changes in sediment cover over and across the hardbottom within the cell, line intercept and sediment depth measurements will be conducted along each transect. These surveys shall be conducted first, after the transect is set up, in order to measure undisturbed sediments. These surveys provide documentation of sediment cover and movement over the hardbottom, as well as information about where sediment accumulation is occurring over hardbottom.

- i. Interval sediment depth measurements document sediment movement and dynamics within each transect. Sediment depth shall be measured and recorded to the nearest centimeter, at every other meter mark (0m, 2m, 4m, etc.). For the measurement, a stainless-steel ruler, graduated in centimeters (0 cm to 30 cm), shall be pressed through the sediments until the ruler reaches surface of hard substrate or totally immersed in sand. Sand thickness of less than 0.5 cm will be recorded as 0, more than 0.5 cm but equal or less than 1 cm will be recorded as 1cm, etc. Measurements greater than 30 cm will be recorded as >30 cm. Measurements shall follow the entire length of the transect excluding sand patches over 0.5m that would be recorded in the line intercept survey, as described below. Measurements would be recorded in a table printed in waterproof paper, labeled in 2m increments with the transect number. For reporting purposes, results will be summarized in a Microsoft Excel format spreadsheet. Annual reports shall include average sediment depths for each transect, the entire monitoring area, and for zones 0-30m; 30m-60m; 60m- 100m; and 100m -150 (200) m, or more detailed if necessary.*
- ii. The line-intercept survey would be used to document larger areas of uninterrupted sand (patches and troughs over 0.5m measured width along the transect). Sediment dynamics within the monitoring area are characterized by changes in dimensions of such sand patches. The western and eastern edge of each sand patch/trough will be recorded during the line-intercept survey.*

Sediment depth will be measured at one point, in the middle of the patch, if the patch is 0.5 m to 1.5 meters wide, and at three points if the patch width is over 1.5 m (0.5m from each edge into the patch and in the middle of the patch). For reporting purposes, patches will be graphically displayed in a bar graph of each transect for the comparison of their dynamics over time.

Video Surveys of Transects

The video survey of the transect serves as an archived data set for reference or resolution of unclear data from the quadrat and sediment surveys. As mentioned above and prior to the survey, a measuring tape should be extended along the length of the transect, in order to clearly mark the location along the transect in meters for accurate video reference. The video of hardbottom along each transect will be taken using a digital camera, with the videographer swimming at a rate no faster than five (5) meters per minute, and holding the camera at a height of forty (40) centimeters above the hardbottom. A convergent laser guidance system shall be utilized to indicate the precise height of the camera at 40 cm from the bottom. Prior to commencement and at the end of each transect line documentation, an underwater display containing the transect number, depth, and date will be videotaped and integrated directly onto the digital video record; additionally, a 360° panoramic view will be recorded both at the

beginning and at the end of each transect from the elevation of about 1m above bottom and at the angle about 30° to the horizon. Geographic Positioning System (GPS) navigational coordinates (Florida State Plane Coordinate System, East Zone NAD 83) of the video transect locations will be overlaid on recent aerial photography and included in the project monitoring reports.

Quadrat Data Collection Along Transects

Benthic communities and their habitats will be characterized quantitatively using the quadrat method, which samples quadrat areas of habitat at certain points along a transect*. The intent of the sampling is to sample the same quadrat areas in each annual survey to be able to document changes in communities over time.

The northeast corner of the quadrat will align with a particular meter mark of transect, and a nail will be installed to mark the location of this meter mark, in order to facilitate repeat sampling of the same quadrat in successive surveys. Quadrats shall be plotted avoiding areas of sand cover. Enough quadrats must be used to sample a 10 m² sampling area for each 150 meters of transect. Quadrats 1.0 m² or 0.5m² in size can be used to sample the hardbottom community along each transect to make at least 10 m² sampling area per transect** (if the larger quadrat sizes are selected, fewer samples will be required). Quadrats will be distributed along the transect to have at least 2.5m² to 3.5m² sampling area (enough to characterize) for the following zones 0-30m; 30m-60m; 60m- 100m; 100m to 150m (or up to200m if longer) and 200m- 300m (or up to 400m if longer).

Quadrat monitoring includes the following measurements:

- i. Hardbottom relief measurements;
- ii. Species documentation (this shall include functional groups including algae and benthic sessile organisms, % cover of these groups if >1%, and octocorals and stony coral specific measurements);
- iii. Sediment depth; and
- iv. Percent cover by sediments

Datasheets will have a standardized layout similar to that used in BEAMR (Baron and Lybolt, 2006), and will simplify data collection and entry for statistical treatment.

Visual estimates of percent cover of all sessile benthos shall be pooled to 15 major functional groups. Functional groups are: sediments*, macroalgae**, turf algae***, encrusting red algae****, sponges, hydroids, octocorals, scleractinian corals, tunicates, bare hard substrate, zoanthids, hydrocorals *Millepora* sp., sessile worms (including wormrock, *Phragmatopoma* spp.), bivalves, and bryozoans. Each functional group is given a percent cover value (0-100%, with a minimum of 1%; if less than 1%, the functional group or a species is simply listed) and the total cover of all functional groups is 100%. The macroalgae percent cover will be characterized by total cover, and percent cover by the dominant macroalgae (if a particular species/genus has >5% cover). All other macroalgae will be also identified at least to the genus level and listed. The quadrat in situ method is limited to organisms that can be visually recorded and identified in the field, similarly to all other non-invasive and non-consumptive methods of sampling.

Each colony of octocoral and scleractinian coral will be identified, as well as the maximum height for octocorals, and the width for scleractinian corals will be measured to the nearest centimeter. The smallest size recorded is one (1) centimeter; for colonies less than one (1) centimeter the record would be <1cm. Octocorals will be identified to at least the genus level, and scleractinian corals will be identified to the species level. Abnormal conditions of each colony will be recorded (e.g., bleaching, disease, predation, etc.).

In addition to the species being recorded within the quadrats, all species of benthic invertebrates (identified to at least genus level) will be recorded within a 1 meter belt.

* Sediments characterized by circling of the descriptor, or giving short additional characterization (e.g., rubble, or circled descriptor sand and then + shell hash, etc.)

** Macroalgae include fleshy macroalgae and geniculate calcareous algae, e.g. *Halimeda*); non-geniculate calcareous branching red algae write separately

*** Turf algae include all algae with thallium less than 10mm and forming dense cover

**** Encrusting red algae recorded separately for non-calcareous and calcareous (% + %)

A single Access database has been developed to manage all biological data collected for the BMA. Preparation of the data deliverables (Microsoft Access database of monitoring data and electronic library of raw monitoring data); and statistical analyses and annual report preparation according to BMA guidelines will be completed under this task.

Data Analysis and Product Development

Quantitative data on the major benthic biological components, e.g., percent cover, abundance, distribution by size, and species lists as well as a statistical evaluation and comparison (paired or multiple) of the data collected along the permanent transects will help to determine the amount of the hardbottom type and ecological functions over time. This will determine if the ecological functions of the hardbottom habitat are impacted by a beach nourishment project. This database would facilitate efficient QA/QC operations, data management, and will also be filed to a uniform GIS database. The results of these analyses will be included in the yearly reports due to the Department. The following are required.

- i. Multivariate Benthic Community Analyses and Univariate Analyses of Physical Habitat Data. A table of hardbottom types (according to the classification system for the BMA) will be maintained annually to evaluate and track the changes in communities over time. It will be used to determine 1) if the amount of each type of hardbottom is being maintained over time and the natural variability of the fluctuations of that type; and 2) if a loss is due to a project. Unanticipated project induced impacts will initiate compliance and enforcement action. Once natural variation can be conclusively determined within the cell, this information could be utilized for better resource management in future regulatory actions.
- ii. Statistical Tests. The following includes a list of suggested statistical tests to be performed with each single survey dataset to compare between annual surveys as well as between annual survey and the Habitat Map of Hardbottom:
 - a. Percent Cover - Benthic Functional Groups. The simplest and one of the most effective statistical comparisons is provided by the estimations of % changes in cover,

biodiversity, size class distribution, area of distribution, sediment cover, and sediment thickness. Changes expressed in percentages provide the clearest picture of the changes occurring in the hardbottom communities as a result of each nourishment or natural event. These results are to be presented in tabulated and graphical form. It is also important to understand that the statistical significance of change in the absolute value of a parameter or in %, does not necessarily reflect a critical threshold e.g. in sediment accumulation that can change the character of hardbottom community; such thresholds can be identified only experimentally.

b. Similarity Analyses.

- i. *Non-Parametric Statistics using PRIMER-E (v6) (Clark and Gorley, 2006), such as the following listed below:*
 - a. *Similarity matrix – Bray-Curtis and/or Euclidean Distance similarity matrices display similarity between samples for further analysis. This should be calculated between every pair of samples.*
 - b. *Cluster analysis with Similarity Profile (SIMPROF) – Simple agglomerative, hierarchal clustering which creates a dendrogram from a similarity matrix to display significant differences.*
 - c. *MDS ordination – A complex numerical algorithm based on a similarity matrix among samples (transects). This constructs a “map” of the samples which attempts to satisfy all the conditions imposed by the rank similarity matrix.*
 - d. *Analysis of Similarity (ANOSIM) – Operate on a resemblance matrix and carry out an approximate analogue of the standard univariate 1- and 2-way ANOVA tests. Allows for the test of the null hypothesis that there are no assemblage differences between groups of samples specified by the factors. Generates a histogram and provides R-statistic and p-values.*
 - e. *Similarity of Percentage (SIMPER) – Looks at the role of individual taxa in contributing to the separation (dissimilarity) between two groups of samples (e.g., Artificial vs. Natural).*
 - f. *Second Stage Analysis (2STAGE) – Gives a succinct summary in a 2-d picture of the relationship between the multivariate sample patterns under various choices (e.g., a disturbance in the temporal patterns of controls vs. impact could be detected by a 2STAGE analysis). This includes resemblance, MDS and ANOSIM.*
- ii. *Parametric Statistics such as the following listed below:*
 - a. *T-test – used to determine significant differences based on average percent cover, density, richness, etc. Paired, homoscedastic, and heteroscedastic. Provides p-value to compare to pre-determined alpha.*
 - b. *ANOVA – A test of the statistical significance of the differences among the mean scores of two or more groups on one or more variables. In the event scores differ, non-parametric ANOVA or a generalized linear model may*

be utilized to account for the nature of this data.

c. Shannon Diversity Index (H') – Measures diversity in categorical data. It is simply the information entropy of the distribution, treating species as symbols and their relative population sizes as the probability.

d. Pielou's Evenness Index (J') – A measure of biodiversity which quantifies how equal the populations are numerically. Based on Shannon Diversity Index.

The report to be developed for the BMA study area will include the 2017 aerial photography provided by the Town of Palm Beach with the summer 2017 hardbottom edge survey as an overlay; sediment analysis including bar graphs depicting sediment patch data and average sediment depths of transects and cross-shore zones; benthic community analysis and change, and statistical analysis of data. An annual monitoring summary presenting the 2017 survey results, interpretations, trends, and comparison to the baseline survey data will be submitted within 120 days of the completion of the 2017 survey. The final report will be submitted as a PDF file; two hard copies of the final 2017 report will be provided to the Town.

The commencement dates of the surveys will be reported to the FDEP approximately 7 days prior to beginning the work effort. All raw data (including shape files, copies of field data sheets, video and still photos) shall be provided to the Department in electronic format upon completion of the survey.

The total estimated cost of this proposal is **\$199,695** and is submitted on a Time & Materials – Not to Exceed basis. The total cost of Task 1 is **\$71,674**, and the total cost of Task 2 is **\$128,021**.

Thank you for the opportunity to work with the Town of Palm Beach. Please contact me at 954-591-1219 or via email at cmiller@coastaleco-group.com if you have any questions regarding this proposal.

Sincerely,



Cheryl L. Miller

President, Principal Scientist

Coastal Eco-Group, Inc.

cc: Mr. Craig Kruempel, Tetra Tech

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Submittal of Annual Local Government Funding Request to Florida Department of Environmental Protection
Resolution No. 123-2017

DATE: June 28, 2017

STAFF RECOMMENDATION

Town staff recommends Town Council approve Resolution No. 123-2017, expressing the Town's intent to provide the necessary local funding share for the projects listed in the Florida Department of Environmental Protection (FDEP) FY 2018-2019 budget which begins on July 1, 2018.

GENERAL INFORMATION

Annually, the Town prepares a ten (10) year cost estimate for the Town's Coastal Management Program. This document is submitted to FDEP as a funding request for State cost sharing under their Beach Management Funding Assistance (BMFA) Program. The funding request document is submitted annually to FDEP in preparation for the State's fiscal year planning which starts on July 1st of the following year.

The FDEP BFMA program allows up to 50% cost sharing on the non-Federal portion of beach and dune and nourishment projects for eligible shorelines, based on public accessibility. Through 62B-36.003, Florida Administrative Code (F.A.C.), inlet sediment bypassing and the adjacent shorelines impacted by inlets are eligible for up to 75% cost sharing through the BFMA program and do not have to provide for public access.

The percentage of participation is calculated using guidelines contained in 62B-36, F.A.C. Despite applicability to the State's Strategic Beach Management Plan, there are no guarantees that Town coastal projects will receive State funding until a grant agreement is in place. FDEP Beaches Inlets and Ports Program, under the Division of Water Resource Management, utilizes all the information contained in the local government submittals to determine a ranking of project priorities for either beach projects or inlet related projects. Only after approved appropriations by State Legislature for the Beach Management Funding Assistance Program will FDEP know how many projects, if any, can be cost shared.

Please note that this is a budget planning document and does not obligate the Town financially until we enter into a contract with FDEP for a specific project. The annual funding request is consistent with the projects initially identified within Town Council's previously adopted 10-Year Coastal Management Plan in 2013. The costs being submitted to FDEP have been updated from the ten (10) year plan document to reflect the Town Council approvals for both Mid-Town and Phipps/Reach 7.

The funding request also includes beach related eligible project design tasks completed by the Town. Local governments can include recently completed projects in their annual funding request for a period of three (3) years. Eligible tasks within this year's Town funding request include the Mid-Town Beach Nourishment Project completed in 2015, the interim Reach 7 sand placement completed in 2015, and the Phipps Ocean Park Beach Nourishment Project completed in 2016.

A full copy of the Town's submittal is available for public viewing in the Town Manager's Office and in the Public Works Department. We will also post it on the Town's web page. In summary, the FY2018-FY2019 funding request includes:

Lake Worth Inlet Section, including Reaches 1 & 2

Non-Federal cost share anticipated at 75% State and 25% Town, consistent with 62B-36.003, for inlet management activities related to mitigating a critically eroded beach along an eligible shoreline. Total task costs are as follows:

Lake Worth Inlet Maintenance Dredging

-Monitoring, Sea Turtle Nesting Monitoring:	\$ 38,000
-Monitoring, Physical Monitoring:	\$ 21,000
-Monitoring, Biological Monitoring:	\$213,000

Mid-Town Section, including Reaches 3 & 4

Cost share percentages are based on existing public accessibility and the project limits, as defined in the Palm Beach Island Beach Management Agreement. The Mid-Town Beach Nourishment Project is eligible for 41.4% State cost sharing. Total task costs are as follows:

Mid-Town Beach Nourishment

-Construction*, (State FY 2014, Town FY 2015) Beach Nourishment:	\$1,314,153**
-Monitoring, Sea Turtle Nesting Monitoring:	\$ 37,000
-Monitoring, Tilling/Escarpment Removal:	\$ 5,000
-Monitoring, Physical Monitoring:	\$ 41,000

Phipps Ocean Park Section, including Reach 7

Cost share percentages are based on existing public accessibility and the project limits, as defined in the Palm Beach Island Beach Management Agreement. The Phipps Ocean Park/Reach 7 Beach Nourishment Project is eligible for 39% State cost sharing.

Phipps Ocean Park/Reach 7 Beach Nourishment

-Construction*, (State FY 2014, Town FY 2015) Interim Beach Nourishment:	\$ 1,800,000
-Construction*, (State FY 2015, Town FY 2016) Beach Nourishment:	\$17,200,000
-Monitoring, Sea Turtle Nesting Monitoring:	\$ 32,000
-Monitoring, Tilling/Escarpment Removal:	\$ 5,000
-Monitoring, Physical Monitoring:	\$ 29,000

**reimbursement*

***value is based on remaining unshared project costs following the anticipated FY 2017/2018 cost share of \$6,494,364 for Mid-Town on July 1, 2017.*

FUNDING/FISCAL IMPACT

As required within 62B-36.005(d), F.A.C., a resolution is presented for consideration which states “The Town Council hereby expresses its commitment to provide the necessary local funding share for the projects requested for State FY2018-FY2019” (Section 3, Resolution XXX-2017).

Once a contract is executed for a particular project, the Town is obligated to front the full funding for the project and then be reimbursed after the fact for the State cost share. State reimbursement payments replenish the Town’s Coastal Capital Fund balance and reduce the amount of future year requests for transfers from the General Fund.

TOWN ATTORNEY REVIEW

This Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

cc: Shore Protection Board
Jane Struder, Director of Finance
Robert Weber, Coastal Program Manager

RESOLUTION NO. 123-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FISCAL YEAR 2018-2019 ANNUAL FUNDING APPLICATION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BEACH EROSION CONTROL PROGRAM.

* * * * *

WHEREAS, America's beaches provide vital economic, recreational, storm damage reduction, and environmental benefits to the Nation; and

WHEREAS, the Town Council has approved a Comprehensive Coastal Management Plan for the Town of Palm Beach; and

WHEREAS, the Town desires to pursue implementation of the Plan; and

WHEREAS, the Town is authorized to act as a local sponsor; and

WHEREAS, the Florida Department of Environmental Protection (FDEP) provides State cost sharing via its FDEP Beach Erosion Control Program; and

WHEREAS, the Town intends to provide the Local Cost Share for the projects included within the Town's Local Governmental Funding Request for State Fiscal Year 2018/2019; and

WHEREAS, the Town annually secures funds through ad valorem revenues to specifically support the feasibility, design, engineering, permitting, construction, and monitoring of projects identified within the Comprehensive Coastal Management Plan; and

WHEREAS, this Resolution shall go into effect immediately upon Town Council approval and signature authentication.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The foregoing recitals are hereby ratified and confirmed.

Section 2. The FY 2018/2019 funding request of state cost-sharing for the Town's Comprehensive Coastal Management Plan is hereby approved for application submittal to the Florida Department of Environmental Protection.

Section 3. The Town Council hereby expresses its commitment to provide the necessary local funding share for the project requested for FY 2018/2019 subject to the Town and FDEP entering into a contract relating to said projects.

Section 4. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to submit a completed application to FDEP for cost-sharing for the Town's Comprehensive Coastal Management Plan.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of July 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Gwendolynn Peirce, CMC, Acting Town Clerk

Margaret A. Zeidman, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Review of Draft RFP for the Potential Lease of Town-Owned Property Located at 5976 Okeechobee Boulevard.

Presenter

Jay Boodheshwar, Deputy Town Manager

ATTACHMENTS:

- ▣ **Memorandum Dated July 4, 2017, from Jay Boodheshwar, Deputy Town Manager**
- ▣ **Draft Request for Proposals**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Review of Draft RFP for the Potential Lease of Town-Owned Property Located at 5976 Okeechobee Blvd.

Date: July 4, 2017

STAFF RECOMMENDATION

Staff recommends Town Council review the attached draft Request for Proposals (RFP) for the potential lease of Town property located at 5976 Okeechobee Blvd. and provide final direction relative to the issuance of said RFP.

GENERAL INFORMATION

At the May 9, 2017, Town Council meeting staff was directed to prepare a draft RFP for the potential long-term lease of approximately 28.4 acres of Town-owned property located at 5976 Okeechobee Blvd. Included in the RFP is standard front-end language and submittal requirements, consistent with Town procurement procedures, as well as a map of the property and a sample lease agreement. The subject property includes three parcels, which are identified by their property control numbers and legal descriptions below.

- Northern Parcel (PCN 00-42-43-26-05-004-0000): 18.68 acres, WESTMOOR PINES PL 1 ALL BLKS 4, 5, 15, 16, 23 & RDS LYG BET & ADJ THERETO
- Southern Parcel (PCN 00-42-43-26-00-000-1300): 9.6174 acres, 26-43-42, NW 1/4 OF SW 1/4 OF NE 1/4 (LESS S 60 FT OF W 60 FT K/A TELE MEDIA LEASE PAR)
- Southwest Parcel (PCN 00-42-43-26-00-000-1340): 0.0826 acres, 26-43-42, S 60 FT OF W 60 FT OF NW 1/4 OF SW 1/4 OF NE 1/4 K/A TELE MEDIA LEASE PAR

Staff seeks input and direction from Town Council prior to finalizing and issuing the RFP.

Attachments

cc: John C. Randolph, Town Attorney
H. Paul Brazil, P.E., Director of Public Works
Kirk Blouin, Director of Public Safety
Jane Struder, Director of Finance

TOWN OF PALM BEACH



RFP No. 2017-39

**LEASE OF TOWN-OWNED PROPERTY
LOCATED AT 5976 OKEECHOBEE BLVD,
West Palm Beach, Florida**

Event	Date
Date RFP Issued	TBD
Non-Mandatory Pre-Bid Meeting followed with Site Visit	TBD
Due date for bidder questions	Until seven (7) days prior to the submittal date
Due date for bidder responses	Until five (5) days prior to the submittal date
RFP Due Date	TBD
Start Date	TBD

RFP CONTACT: Duke Basha, Assistant Purchasing Manager

No phone inquiries will be accepted. All correspondence shall be directed to the purchasing division via email to solicitations@TownofPalmBeach.com or Fax (561) 835-4688.

Purchasing Division

* * * * *

Finance Department

* * * * *

TOWN OF PALM BEACH * 951 OKEECHOBEE ROAD * WEST PALM BEACH
FLORIDA * 33401



TOWN OF PALM BEACH

RFP No. 2017-39

LEASE OF TOWN-OWNED PROPERTY LOCATED AT 5976 OKEECHOBEE BLVD, West Palm Beach, Florida

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TOWN OF PALM BEACH

Advertisement for Request for Proposals

RFP No. 2017-39

LEASE OF TOWN-OWNED PROPERTY LOCATED AT 5976 OKEECHOBEE BLVD, West Palm Beach, Florida

Proposals for the Lease of Town-Owned Property will be received by the Office of the Purchasing Agent, at 951 Okeechobee Road, Suite D, West Palm Beach, Florida 33401, **until 2:00 P. M. on _____, 2017.**

The Town of Palm Beach is seeking potential tenants to lease the property located at 5976 Okeechobee Boulevard, in West Palm Beach, Florida.

Any proposal received after **2:00 p.m. on _____, 2017**, whether by mail or otherwise, will be returned unopened. Proposers are responsible for ensuring that their proposal is stamped by Purchasing Office personnel by the deadline indicated.

A **Non Mandatory Pre-Proposal** conference followed with property tour will be held at **10:00 AM on _____, 2017, at the Public Works Complex in the Meeting Room located at 951 Okeechobee Road, West Palm Beach, Florida 33401.** Attendance is strongly encouraged as this will be the only forum to seek clarification from Town staff.

An **original and two (2) copies with 4 electronic copies (USB flash drive)** of the proposal shall be submitted in sealed envelopes/packages addressed to Purchasing Department, Town of Palm Beach, Florida, and marked **"RFP No. 2017-37 – Lease of Town-Owned Property."** Proposers desiring a copy of the RFP may obtain such documents by visiting the Town's website at www.townofpalmbeach.com, (click "Doing Business," click "Bids & Requests for Proposals" and follow the instructions). The Purchasing Office is located at 951 Okeechobee Road, Suite D, West Palm Beach, Florida 33401 via email to solicitations@TownofPalmBeach.com or Fax (561)

Duke Basha
Assistant Purchasing Agent

**Published: Palm Beach Post
DemandStar**

**Dated: TBD
TBD**



TOWN OF PALM BEACH

RFP No. 2017-39 LEASE OF TOWN-OWNED PROPERTY LOCATED AT 5976 OKEECHOBEE BLVD, West Palm Beach, Florida

PART I

PROPOSAL TERMS AND CONDITIONS

1-1 Introduction and Purpose: This Request for Proposals (RFP) provides guidelines for the submission of proposals in response to **RFP No. 2017-37 – Lease of Town-Owned Property**. The Town of Palm Beach ("Town") is seeking potential tenants to lease the property located at 5976 Okeechobee Boulevard, (as depicted on the attached aerial photograph – Exhibit A) in West Palm Beach, Florida.

For the purposes of this Request for Proposal, "proposer" shall mean prospective tenants submitting a response to this Request for Proposal.

1-2 A Non Mandatory Pre-Proposal Conference and Inspection of the Property: All interested parties are invited to attend a Pre-Proposal Conference commencing at **10:00 A.M. on _____, 2017, at the Public Works Complex in the Meeting Room located at 951 Okeechobee Road, West Palm Beach, Florida 33401.** At this time, the Town's representative(s) will be available to answer questions relative to this Request for Proposal. Any modifications may be presented in writing to, or discussed with the Town's representative(s) as possible amendments to the Request for Proposal. A site visit will be conducted. Proposers should visually inspect the site. Proposers are advised to make a thorough inspection of the property.

An additional site inspection is scheduled for _____, 2017, at 1:00 PM. Failure to visually inspect the site shall be at proposer's risk. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the property.

1-3 Proposal Submission and Withdrawal: The Town must receive all proposals by **2:00 P.M. on _____, 2017.** The proposals shall be submitted at the following address:

TOWN OF PALM BEACH
Purchasing Office
951 Okeechobee Road Suite "D"
West Palm Beach, Florida 33401

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP No. 2014-09 – Lease of Town-Owned Property.** This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of six (6) months. Once opened, proposals become a record of the Town and will not be returned to the Proposer.

The Town cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the Town's Purchasing Division at 951 Okeechobee Road, Suite "D", West Palm Beach, Florida prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (561) 838-5406, before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-4 Number of Copies: Proposers shall submit an **original and two (2) copies with four (4) electronic Copies (USB thumb drives)** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-5 Development Costs: Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-6 Inquiries: The Purchasing Agent will receive written requests for clarification by facsimile at (561) 835-4688 concerning the meaning or interpretations of the RFP, until **ten (10) days** prior to the submittal date. Town personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the Town is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-7 Addendum: The Town may record its response to inquiries and any supplemental instructions in the form of written addenda. The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes or additional information may be provided by the Town. The Town may provide written addenda up to **seven (7) calendar** days before the date fixed for receiving the proposals. Proposers may contact the Town to ascertain whether any addenda have been issued. Failure to do so may result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the Purchasing Division through written communication prior to the opening of the proposals.

1-8 ACCEPTANCE / REJECTION

Town reserves the right to accept or to reject any or all offers and make the award to that party, who in the opinion of the Town will be in the best interest of and/or the most advantageous to the Town. Town also reserves the right to reject the offer of any party who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who is not in a position to perform properly under this award. TOWN reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-solicitation.

1-9 Contract Awards: The Town and Tenant will enter into an Option to Enter into Lease Agreement (the "Option") granting Tenant the right to exercise an option to enter into a Lease Agreement for Property, in the form attached hereto. Tenant may utilize the term of the Option to obtain governmental approvals for its proposed use of Property. Tenant may exercise each Option during its term and the Tenant and the Town will then enter into a Lease Agreement in the form attached hereto (the "Lease Agreement"). The term of the Lease Agreement will commence three (3) months after Tenant's exercise of the Option as to give the Town sufficient time to relocate its personal property.

The Town anticipates entering into the Option with the proposer who submits the proposal judged by the Town to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the Town and executed by all parties.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of six (6) months to provide to the Town the services set forth in this Request for Proposals.

1-10 Contractual Agreement: This RFP shall be included and incorporated in the final award. The order of contractual precedence will be the Option, the Lease, this RFP and proposal response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-11 Selection Process: Evaluation of proposals will be conducted by a selection committee of Town staff and other representatives. The Selection Committee shall determine whether to recommend award to the Proposer with the highest score, or to invite proposers in the "Competitive Range" to give an oral presentation. During the initial evaluation process, the proposers may be required to submit follow-up information for clarification purposes only.

In the event there are less than two (2) responsive proposals, the committee will give further consideration to the sole proposal received.

Respondents will be ranked in order as determined by the selection committee of being best qualified based on the considerations listed in the evaluation criteria. Award sequence will be based on the established ranking.

The Town reserves the right to further negotiate any proposal with the highest rated Proposer for the subject property. If an agreement cannot be reached with the highest rated Proposer for the property, the Town reserves the right to negotiate the recommended award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-12 News Releases: The Proposer shall obtain the prior approval of the Town Manager's Office of all news releases or other publicity pertaining to this RFP, the service, or project to which it relates.

1-13 Rights and Privileges: Rights and privileges granted by the Town shall not be assigned or transferred in any manner whatsoever. At all times during the term of the contract the proposer shall act as an independent contractor and at no time shall the proposer be considered an agent or partner of the Town. The proposer shall obtain and pay for all permits, licenses, Federal, State and Local taxes chargeable to its operation.

1-14 Disclosure and Disclaimer: Any action taken by the Town in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the Town or their advisors.

In its sole discretion, the Town may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the Town may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter a "Proposer").

Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, members, managers, managing members, partners, employees, and guarantor(s), as requested by the Town.

The information contained herein is provided solely for the convenience of proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the Town, nor their advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with Town representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the Town without any warranty or representation, express or implied, as to its content; accuracy or completeness and no

proposer or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The Town, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the Town nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

1-15 Proposal Contents: All material submitted becomes the property of the Town of Palm Beach. The Town has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of the proposal does not affect this right.

1-16 Mistakes: In the event of extension error(s) the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the bidder's total will be corrected accordingly. If there is a difference between the written price and the numerical price, the written price shall prevail. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk. Bids having erasures or corrections must be initialed in ink by the bidder.

1-17 Subcontracting:
See sample lease agreement.

1-18 Information: Any questions by prospective vendors should be directed to the Purchasing Division contact, noted on page no. 3, who is authorized only to direct inquiries to various portions of the bid so bidders may read and interpret such for themselves. No authorization is allowed by Purchasing personnel to interpret, or give information as to bid requirements in addition to that, which is contained in the original bid document. Interpretation of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum.

1-19 Price quoted: Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety days (90) days from the date of bid opening or time stated in Special Conditions.

1-20 Public Records: Upon award recommendation or thirty (30) days after opening, whichever occurs first, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFQ, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-21 Public Record Laws: In addition to other contract requirements provided by law, the proposer agrees to comply with Public Records Law, Section 119.0701, Florida Statutes, and acknowledges that all information and documents relating to this RFP, the Option, the Lease Agreement, and negotiations regarding same, and all communication relating thereto shall be considered public records, and proposer agrees specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If the Proposer does not comply with a public records request, the Town shall enforce the Option and Lease Agreement provisions in accordance with said documents.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Town Clerk, or designee
Phone 561-838-5416
Email: records@townofpalmbeach.com

1-22 Public Entity Crimes: In accordance with Florida Statute 287.133, no award will be made to any person or affiliate identified on the Department of Management Services'

“Convicted Vendor List”. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. A “person” or affiliate” includes any natural person or any entity, including predecessor or successor entities or an entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime.

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, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 following the date of being placed on the convicted vendor list.

By signing and submitting the Bid documents, the submitting firm attests that they have not been placed on the “Convicted Vendor List” or found guilty of a public entity crime.

1-23 Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-24 Palm Beach County Inspector General: The Proposer shall be aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Proposer or its sub-contractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

1-25 Code of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the Town of Palm Beach, Palm Beach County or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the Town of Palm Beach. The link for further information regarding the Palm Beach County Commission on Ethics is: <http://www.palmbeachcounthyethics.com/ordinances-codes.htm>.

1-26 Lobbying Prohibited: Proposers are not to contact or lobby any Town personnel or any person related or involved with this Request for Proposals. All oral or written inquiries are to be directed to the Purchasing Division as instructed herein. Any violation of this condition

may result in rejection and/or disqualification of the Proposer. Please refer to Palm Beach County Registration Ordinance – Effective April 2, 2012 for further information; <http://www.palmbeachcountyethics.com/ordinances-codes.htm>.

1-27 Conflict of Interest: The award hereunder is subject to provisions of State Statutes and Town Ordinances. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Town of Palm Beach. Further, all Proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

1-28 Non-Collusion: Proposer certifies that their Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

1-29 Indemnification: To the fullest extent allowed by law the Contractor shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, and the Town's officers, agents, employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of very kind and character in connection with, or arising directly or indirectly out of or related to this Contract and the Work performed hereunder. Without limiting the generality of the foregoing, Contractor's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Contractor agrees to investigate, respond, adjust and provide a defense for all and any such claims, demands and actions at Contractor's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, Contractor's Indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by any act, omission, or default of the Town, or by the Town's officers, agents and employees.

Contractor acknowledges and agrees that TOWN would not enter into a contract without this indemnification of TOWN by Contractor, and that TOWN'S entering into a contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the Contract. Nothing in this Contract shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

1-30 Cone of Silence: The Cone of Silence is a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid or any other competitive solicitation between:

(1) Any person or person's representative seeking an award from such competitive solicitation; and

(2) Any County commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid or any other competitive solicitation, and shall remain in effect until such response is with rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentation before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

For further information refer to <http://www.palmbeachcountyethics.com/ordinances-codes.htm>
- Palm Beach County Registration Ordinance – Effective April 2, 2012.

1-31 Insurance

See sample lease agreement.



TOWN OF PALM BEACH

RFP No. 2017-39 LEASE OF TOWN-OWNED PROPERTY LOCATED AT 5976 OKEECHOBEE BLVD, West Palm Beach, Florida PART II

ACCEPTANCE OF OFFER TO LEASE

2-1 BACKGROUND AND PURPOSE

The Town of Palm Beach ("Town") is seeking a potential tenant to lease the property located at 5976 Okeechobee Blvd, west of Haverhill Road in Palm Beach County (as depicted on the attached aerial photograph "Exhibit A") in West Palm Beach, Florida. The objective is to lease the property to a party who plans to develop the property for long-term use and to create a project that fulfills the highest and best potential of the site.

The Town and Tenant will enter into an Option to Enter into Lease Agreement (the "Option") granting Tenant the right to exercise an option to enter into a Lease Agreement for the subject Property in the form attached hereto. Tenant may utilize the term of the Option to obtain governmental approvals for its proposed use of Property. Tenant may exercise Option during its term and the Tenant and the Town will enter into a Lease Agreement (the "Lease Agreement"). The term of the Lease Agreement will commence **no earlier than (3) months** after the effective date of the Option as to give the Town sufficient time to relocate its personal property.

2-2 SUBJECT LOCATION AND DESCRIPTION

The subject property is located on the south side of Okeechobee Boulevard, west of Haverhill Road and east of the turnpike, in unincorporated Palm Beach County. The property is depicted in "Exhibit A". The 4.08 acres fronting Okeechobee Boulevard are designated "Commercial High" and the remaining 24.3 acres "Transportation and Utilities Facilities" under the County's Comprehensive Plan. Property control numbers and legal description of the parcels that make up the property are as follows:

Northern Parcel (PCN 00-42-43-26-05-004-0000): 18.68 acres, WESTMOOR PINES PL 1 ALL BLKS 4, 5, 15, 16, 23 & RDS LYG BET & ADJ THERETO

Southern Parcel (PCN 00-42-43-26-00-000-1300): 9.6174 acres, 26-43-42, NW 1/4 OF SW 1/4 OF NE 1/4 (LESS S 60 FT OF W 60 FT K/A TELE MEDIA LEASE PAR)

Southwest Parcel (PCN 00-42-43-26-00-000-1340): 0.0826 acres, 26-43-42, S 60 FT OF W 60 FT OF NW 1/4 OF SW 1/4 OF NE 1/4 K/A TELE MEDIA LEASE PAR

2-5 SAMPLE LEASE

Attached is a sample Lease Agreement which will be used for the property in question.

2-6 UTILITIES

Proposer shall install any other required utility service connections, laterals, and distribution lines, as well as individual meters for all utilities and additional services required at proposer's expense. Proposer shall be solely responsible for all costs associated therewith.

2-7 ENVIRONMENTAL ASSESSMENT

All costs associated with the Proposal and any environmental compliance necessary prior to commencement of the Lease Agreement, during, or at the termination of the Lease Agreement (including any pre-existing conditions) shall be the sole responsibility of the Proposer, including any litigation costs. This shall include site environmental investigation and remediation as necessary, as well as compliance with all relevant government regulations dealing with hazardous materials, water quality, and air emissions.

2-8 COMMISSIONS

No commissions will be paid by the Town to any brokers

2-9 TOWN CONTRACT COORDINATOR

A Town Contract Coordinator for this Lease Agreement will be assigned at a later date. After acceptance of proposal, all communications and correspondence shall be directed to the contract coordinator, with copies of the correspondence to the Purchasing Division at 951 Okeechobee Road, Suite "D", West Palm Beach, FL 33401.

2-10 RENT

Proposer will be required to pay a rental rate for the lease of either or both property, as proposer shall propose in the Proposal Page attached hereto. Rental rates shall be subject to an annual cost of living adjustment with a floor of three percent annually, as set forth in the Lease Agreement.

The Town reserves the right to require the personal guaranty of the principals of the Tenant (after review of acceptable financial statements).



TOWN OF PALM BEACH
RFP No. 2017-39
LEASE OF TOWN-OWNED PROPERTY

PART III
PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

Proposer shall submit **one (1) original and two (2) copies** in a clear, concise format (not more than 30 pages plus appendix and exhibits), on 8 ½ " x 11" paper, **with four (4) electronic Copies (USB thumb drives)**. The proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the firm to this agreement.

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

An original copy (so marked) and two (2) copies **with four (4) electronic Copies (USB thumb drives)** shall be submitted for a proposing firm to be considered.

Proposals must be submitted in a sealed envelope/package clearly marked with the name of the proposing firm and the following: **"RFP No. 2014-09 – Lease of Town-Owned Property"**.

3-3 PROPOSAL REQUIREMENTS

This document is intended to be used as the instrument to transmit proposals and to define the terms, conditions and specifications desired by the Town to receive proposals from potential tenants to lease the described property. Nothing in this RFP is intended to restrict the Town of Palm Beach in any way in the selection of the proposal that best meet the needs of the Town. The Town reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers.

The specific conditions and functional requirements associated with the possible lease of this property is summarized below. These actions and constraints shall be provided at no cost to the Town:

- The proposer shall be responsible for acquiring any zoning or land use revisions desired.
- The portion of the property proposed to be leased is as depicted on separate documents, and is approximate.
- Any changes or revisions to the Town's existing permits and agreements as a result of the buyer/lessor's actions shall be resolved to the Town's satisfaction and accomplished at no cost to the Town. Examples include but are not limited to: (1) yard waste landfill (solid waste permit), (2) water use (permit for consumptive use) and (3) drainage permit (Lake Worth Drainage District).

Proposals must include the following at a minimum:

(TAB 1) Title Page. Each Proposer must submit a Title page identifying the names of the Proposer(s) and the types of business operations planned at the property, name, address and telephone number of contact person. Proposer(s) may include other important general information that is deemed significant enough to be highlighted within the Request for Proposals (RFP) document. An authorized representative of the proposing entity must sign the transmittal letter.

(TAB 2) Table of Contents. The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.

(TAB 3) Executive Summary The Proposal must contain an Executive Summary describing important features of the Proposal. The Executive Summary must also include a brief statement of how the Proposer meets the minimum qualifications criteria set forth in this RFP.

(TAB 4) Statement of Qualifications and Experience.

- a. Proposer(s) must describe their experience in operating the proposed business, including locations of similar businesses operated by Proposer(s) and proof of any certifications and/or registrations required for the type of business.
- b. Proposer(s) must supply detailed resume(s) of the Principals, onsite manager(s), and any other key management staff.

(TAB 5) Detailed Proposal. The purpose of the proposal is to demonstrate the qualifications, competence, and capacity of the proposers responding to this Request for Proposal. As such the substance of proposals will carry more weight than their form or manner of presentation. The proposal should demonstrate the combined qualifications of the proposer.

The proposal should address all of the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the Request for Proposal. While additional data may be presented, the following subjects must be included.

(TAB 6) Business, Development and Marketing Plan

1. Proposer must describe its business and marketing plan for the property. At a minimum, a detailed description of the business with types of products to be sold and services offered, types of equipment to be based or to be serviced, operating hours, and target market.
2. Proposer must provide a rationale demonstrating that the proposed business/activity should be selected.
3. Proposer must describe their development and/or renovation plan for the property together with the required governmental approvals necessary to implement their plan, as well as professionals to be engaged in connection with such approvals.

(TAB 7) Franchises. Proposer proposing to operate a franchised business must submit a copy of the franchise agreement and proof of good standing as a franchisee. Information on the operations of the franchiser must also be included. Franchisees must include a letter from the franchiser granting approval to propose.

(TAB 8) Capital Investment. Proposer must describe what capital investment it will be making to replace or renovate the structures on the property to meet the needs of the intended use.

(TAB 9) Experience. Provide a minimum of five (5) references. These references must include, as a minimum: name of company, contact person, address, and telephone number. References shall include the general description of the project, the dates, and whether time lines were met. Proposals will only be considered from experienced qualified firms. Provide resumes of all persons who will be involved in the business and the actual operations. Letters of Commendations or Recommendation may be included in this section.

(TAB 10) Resumes: Resumes of partners, managers, and supervisory staff.

(TAB 11) Financial Information. An indication of the resources and the necessary working capital available and how it will relate to the firm's financial stability through the lease period shall be included in the RFP response. Include the most recent and 2 prior years reviewed or audited Financial Statements (including notes) with letter from CPA for the proposer and the proposed guarantor(s). Show evidence of financial resources and capabilities. Pursuant to Florida Statute 119.071(2013) of the Florida Public Records Law, any financial statements supplied to the Town is exempt from inspection and copying by the public.

(TAB 12) Rent Proposal. Provide the Town with a detailed proposal of the proposed rent, security deposit, term of the Lease, and name of guarantor(s) on the Proposal Page. All Proposers shall submit information supporting their ability to fund the proposed lease price at closing.

The property is offered "as is" subject to the limitations discussed in this RFP and the Proposer is responsible for all due diligence including environmental assessments, title searches, and related documentation.

(TAB 13) Forms: Executed copies of the following: **Proposal Page, Proposers Qualifications, Drug Free Workplace, References, and Addendums.**

Addendum. Acknowledgement in appropriate section herein of receipt of each addendum issued by the Town.

DRAFT



TOWN OF PALM BEACH
RFP No. 2017-39
LEASE OF TOWN-OWNED PROPERTY

PART IV
EVALUATION OF PROPOSALS

4-1 EVALUATION AND AWARD

The Town will select proposals deemed most qualified based on the submittal criteria. The Selection Committee will rank Proposers which proposals are deemed most qualified. The proposer with the highest number of points will be ranked first. However, nothing herein will prevent the Town from awarding a contract to any proposer deemed responsive and responsible. The Town reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals.

4-2 SELECTION COMMITTEE - A Selection Committee, consisting of Town personnel, will convene, review and discuss all proposals submitted. The representative of Purchasing Division will chair the committee.

4-3 REVIEW OF PROPOSALS - The Selection Committee will use a point/percentage formula during the review process to score proposals.

4-4 EVALUATION CRITERIA - The criteria and weights as shown herein shall be utilized in the evaluation of the proposals. The Selection Committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the Town, based on the evaluation criteria. The evaluation criteria will be based on: Financial Offer (40%), Experience and Qualifications of Firm and Individuals (25%), Financial Strength (25%) and Proposed Business Plan (10%).

4-5 SELECTION – The selection and award of the Option shall be done in accordance with the State of Florida and Town policies and procedures. The Selection Committee will evaluate, rank all qualified proposers, and prepare a shortlist. Additionally the Committee may receive presentations and recommend to the Town Council one or more proposers determined to be the most qualified proposers. The Town will negotiate Option with the top ranked proposer, or succeeding ranked firms should negotiations fail. Award shall be based on all the information submitted by the proposer, after a thorough review of all references provided based upon criteria set forth herein.

4-6 ORAL PRESENTATIONS - Upon completion of the evaluation of all written proposals, the Selection Committee shall determine whether to recommend award to the Proposer with the highest score, or to invite those firms in the “Competitive Range” to give an oral presentation. Only those firms with the highest rated scores in accordance with the stated

criteria and their weights will be invited to give oral presentations. The Evaluation Criteria may be changed for the oral presentations evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Finalists will be informed as to the revised criteria prior to their oral presentation.

4-7 FINAL SELECTION - The Selection Committee will submit the recommended proposer to the Town Council for final approval. The Town will select the proposer that meets the best interests of the Town. The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The Town's decisions will be final. Upon Council authorization, Option negotiations will be initiated with the selected proposer. If those negotiations are unsuccessful, the Town will formally terminate negotiations and will commence Option negotiations with the next ranked proposer, etc. Upon successful Option negotiations with the prevailing proposer, the remaining proposers will be notified that the process has been completed and that they were not selected.



TOWN OF PALM BEACH
RFP No. 2017-39
Lease of Town-Owned Property

PROPOSAL PAGE

Complete the sections below with proposed fees:

Property Address: 5976 Okeechobee Blvd, West Palm Beach, FL		
Option Fee	\$	
Term of Option		Months
Lease Rental Rate	\$	Annual, Quarterly or Monthly (choose one)
Term of Lease		Years
Security Deposit	\$	
Guarantor(s)		

Proposers will pay amount identified as the Option Fee upon execution of the Option. Once the Option is exercised and the Lease Agreement is executed, proposer will pay lease rental rate amount identified. Rental rates are subject to change as outlined in 2-10 RENT (Page 13).

If you are proposing for only one property, please cross-out the remaining property (do not leave blanks).

Proposer: _____ Date: _____

Acknowledgement is hereby made of the following Addenda received since issuance of this Request for proposals:

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

The hereby undersigned representative submits this proposal and certifies that they are an authorized representative of the proposer who may legally bind the proposer:

***SIGNATURE:** _____

Name: _____ **Title:** _____

Printed

Company: _____ **Address:** _____

Legally registered name

City: _____ **State:** _____ **Zip:** _____

Telephone No: _____ **Fax No:** _____

Federal ID #: _____ **Dun Bradstreet #:** _____

***Failure to affix signature may result in disqualification of proposal.**

Name of Contact Person: _____

Address: _____

Phone Number: _____ **Fax Number:** _____



TOWN OF PALM BEACH
RFP No. 2017-39
Lease of Town-Owned Property

PROPOSERS QUALIFICATIONS

The Proposer, as a result of this proposal, must hold a County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location. Each proposer must complete the following information and submit with their proposal in order to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation () Partnership () Individual () Limited Liability Company ()

3. If Corporation or limited liability company, state: Date of Incorporation or Articles of Organization:

_____ State in which Incorporated or Organized: _____

4. If an out-of-state Corporation or limited liability company, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers,
Managers or Managing Members

Date Elected:

_____	_____
_____	_____
_____	_____

6. The Vendor's length of time in business: _____ years

7. The Vendor's length of time (continuous) in business as a service organization in Florida: _____ years

8. All proposers must disclose with their proposal the name of any officer, manager, managing member, director or agent who is also an employee of the Town. Further, all proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the bidder's firm or any of its branches.

Name _____ Percentage of Interest: _____

9. A copy of County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location.

Note: Information requested herein and submitted by the proposers will be analyzed by the Town of Palm Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Proposers, in the sole opinion of the Town of Palm Beach, can sufficiently and efficiently perform all the obligations in a timely and satisfactory manner as will be required by the Option and Lease Agreement. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply.



TOWN OF PALM BEACH
RFP No. 2017-39
Lease of Town-Owned Property

LIST OF CURRENT & PERTINENT PROFESSIONAL REFERENCE

The following is a list of at least **five (5)** current and pertinent professional references that the Town can contact in relation to Proposer's qualifications, financial stability, and experience. Failure to furnish this information may be grounds for rejection of the proposal.

1. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments: Reference Verified: Yes ☐ No ☐		

2. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments: Reference Verified: Yes ☐ No ☐		

3. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments: Reference Verified: Yes ☐ No ☐		

4. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments: Reference Verified: Yes ☐ No ☐		

5. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only: Comments: Reference Verified: Yes ☐ No ☐		

Company Name: _____



RFP No. 2017-39
Lease of Town-Owned Property

DRUG-FREE WORK PLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the Town of Palm Beach for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances 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 number (1).
4. In the statement specified in number (1), notify the employees that as a condition for 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 on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular 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 Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Individual's Name)

_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature

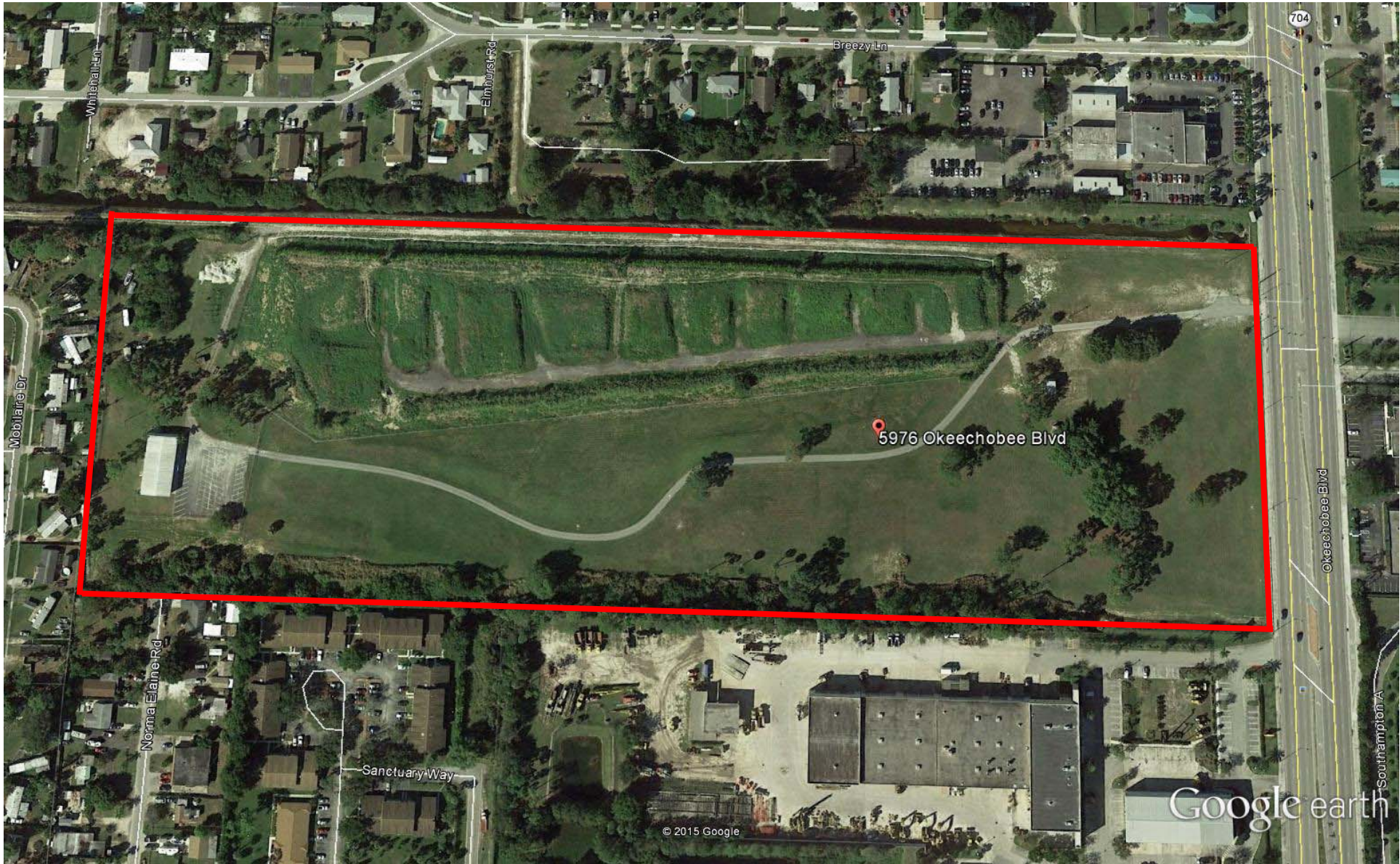


**TOWN OF PALM BEACH
RFP NO 2017-39**

LEASE OF TOWN-OWNED PROPERTY

EVALUATION CRITERIA

Criteria	Weight
Financial Offer • Proposed Option Fee • Proposed Rent • Length of Lease Agreement • Security Deposit	40%
Experience and Qualifications of Firm and Individuals • Qualifications and Experience of the Company and/or Individuals Relative to the Proposed Use of the Property • Disputes, Litigation and Resolution	20%
Financial Strength • Financial Resources and Capabilities Based Upon Financial Statements Certified or Reviewed by a CPA of proposer(s) and guarantor(s)	20%
Proposed Business Plan • Soundness of proposal • Overall Completeness, clarity and quality of proposal	20%



Google earth

feet
meters



EXHIBIT A
5976 Okeechobee Blvd
 (+/- 28 Acres)

SCHEDULE 1

THIS INSTRUMENT PREPARED BY:

LARRY B. ALEXANDER, ESQ.
JONES, FOSTER, JOHNSTON & STUBBS, P.A.
P.O. BOX 3475
WEST PALM BEACH, FL 33402-3475

LEASE

THIS LEASE (this "Lease") is dated as of this ____ day of _____, 20__, by and between TOWN OF PALM BEACH, a Florida municipal corporation, whose address is 360 South County Road, Palm Beach, FL 33480 ("Landlord"), and _____, whose address is _____ ("Tenant") (the "Execution Date").

In consideration of the rents to be paid by the Tenant and the agreements hereinafter provided to be performed by the parties hereto, Landlord hereby leases to Tenant, and Tenant hereby accepts and rents from Landlord, the premises hereinafter described, for the period, at the rental and upon the terms and conditions hereinafter set forth:

ARTICLE I

Leased Premises

Section 1.01 Leased Premises. That certain parcel of land located in Palm Beach County, Florida, as more particularly described in the legal description attached hereto as Exhibit "A" (the "Land"), together with all easements appurtenant thereto and all buildings and improvements situated thereon (said Land, easements and buildings collectively, the "Premises"), subject, however, to the following:

- A. Conditions that an accurate survey and inspection would show;
- B. Easements, restrictions, encroachments and agreements of record;
- C. Present and future zoning laws, ordinances, resolutions and regulations;
- D. The condition and state of repair of the Premises as the same may be on the date of the commencement of the term of this Lease;

E. All taxes, assessments, water charges and sewer rents, accrued or unaccrued, fixed or not fixed, but all such charges shall be prorated as of the date hereof;

F. Violations of law, ordinances, orders or requirements that might be disclosed by an examination and inspection or search of the Premises by any federal, state or municipal departments or authority having jurisdiction, as the same may exist on the date of the commencement of the term of this Lease; and

G. Any defects of title, or any encumbrances of record affecting the Premises or encroachments, existing at the date of the commencement of the term of this Lease.

The Premises are demised and let without any representation or warrant by Landlord, express or implied.

ARTICLE II

Term of Lease and Commencement

Section 2.01 Term of Lease. The term of this Lease shall commence on _____ (the "Commencement Date"), and shall expire fifty (50) years thereafter (the "Term"), unless sooner terminated pursuant to any provision hereof, subject to the agreements and provisions herein all of which Tenant agrees to perform and observe.

Section 2.02 Rent Commencement Date. The "Rent Commencement Date" shall coincide with the Commencement Date; provided, however, the rent ("Rent") for the first year of the term of this lease shall be paid in advance to the Landlord on the Execution Date.

ARTICLE III

Rent

Section 3.01 Payment of Rent.

A. The Tenant agrees to pay to the Landlord, as Rent, the sum of \$_____ for the first year of the term of this Lease, together with all applicable Florida sales tax thereon, which amounts shall be payable annually in advance, without prior demand and without any set off or deduction whatsoever. The Rent shall be adjusted annually beginning on commencement of the second year of the term of this Lease and annually on each _____ thereafter (each _____ upon which an adjustment to the Rent shall be made shall hereinafter be called an

"Adjustment Date"), to reflect any increase in the cost of living. The amount of such increase, if any, shall be determined by multiplying the Rent for the previous year by a fraction, the denominator of which shall be the most recent Consumer Price Index (as hereinafter defined) figure published prior to the Execution Date, and the numerator of which shall be the most recent Consumer Price Index figure published two months prior to the Adjustment Date; provided, however, in no event shall the Rent for any year be less than one hundred three percent (103%) of the Rent for the immediately preceding year. As used herein, the term "Consumer Price Index" shall mean the United States Department of Labor's Bureau of Labor Statistics Consumer Price Index, All Urban Consumers, All Items, Miami, Florida (1967 equals 100). If, during the term of this Agreement, the aforesaid index is no longer published, Landlord shall, for the purposes of computation of any adjustments to the Rent, substitute such other index as shall then be generally recognized as the most comparable to the aforementioned index and accepted for similar determinations. Should Landlord lack sufficient data to make the determination specified in this Section 3.01 on the date of any such adjustment, Tenant shall continue to pay the Rent payable immediately prior to such Adjustment Date. As soon as Landlord obtains the necessary data, it shall determine the Rent payable from and after such Adjustment Date and notify Tenant of the adjustment in writing. Should the Rent for the period following such Adjustment Date exceed the amount previously paid by Tenant for such period, Tenant shall forthwith pay the difference to Landlord. and subsequent installments of Rent shall be due and payable annually thereafter. Tenant shall pay sales tax to Landlord upon all amounts taxable hereafter, according to the rules and regulations of the Florida Department of Revenue.

B. Rent shall be mailed and payable to Landlord or at such other place as may be designated in writing from time to time by Landlord without notice or demand, and without any abatement, set-off or deduction, whatsoever. Any installment of Rent, Additional Rent (as hereinafter defined) and/or other sum accruing to Landlord under this Lease which is not paid within the time provided in Section 10.02 hereof shall bear interest at the highest rate allowed by law until full payment is made.

Section 3.02 Real Estate Taxes. From and after January 1, 20__, Tenant shall pay to Landlord as additional rent all Real Estate Taxes (as hereinafter defined), not less than sixty (60) days prior to the date the same becomes delinquent, without discount for early payment, and Landlord shall pay such taxes directly to the taxing authority. The Real Estate Taxes for the last year during the Term shall be prorated by Landlord and Tenant. For the purposes hereof, the term "Real Estate Taxes" shall include all real estate and personal property taxes and assessments, whether general or special, lawfully imposed from time to time on the Premises, or any part thereof, any and all charges and assessments imposed from time to time by any governmental or quasi-governmental entity and any governmental impositions in lieu thereof, in addition thereto or in substitution for real estate taxes, charges and assessments payable on account of the land or improvements from time to time constructed on the Premises, including, without limitation, solid waste removal, fire charges, drainage charges, or charges for services now provided without separate charge. The term "Real Estate Taxes" shall also include such taxes as may be imposed from time to time in lieu of ad

valorem real estate taxes, and any tax imposed in replacement thereof, including sales taxes. The term "Real Estate Taxes" shall also include all taxes, duties, assessments, use and occupancy taxes, transit taxes, water and sewer rents, rates and charges, charges for public utilities, excise, levies, license and permit fees and other governmental or municipal departmental charges, general and special, ordinary and extraordinary, foreseen or unforeseen, of any kind and nature whatsoever which at any time during the term of this Lease, together with any interest and/or penalties, if any, imposed on late payment thereof which shall or may have been assessed, levied, or become due or payable out of, or in respect of, or become a lien on the Premises.

Section 3.03 Net Lease. It is the purpose and intent of Landlord and Tenant that the rent to be paid herein shall be absolutely net to Landlord so that this Lease shall yield net to Landlord the Rent to be paid in each Lease Year during the term of this Lease, and that all costs and expenses including, but not limited to Real Estate Taxes, insurance, utilities, maintenance, repairs and obligations of every kind or nature whatsoever relating to the Premises which may arise or become due during the term of this Lease (collectively, "Additional Rent"), shall be paid by Tenant and that Landlord shall be indemnified and saved harmless by Tenant from and against the same. Upon the non-payment of an item of Additional Rent, after expiration of applicable grace periods, Landlord shall have the right and remedies reserved herein for the non-payment of the Rent provided for in the Lease.

Section 3.04 Security Deposit. Concurrently with Tenant's execution of this Lease, Tenant shall pay to Landlord, the sum of \$_____, which sum shall be held by Landlord as a security deposit for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease to be kept and performed by Tenant. Tenant agrees that Landlord may apply the security deposit to remedy any failure by Tenant to repair or maintain the Premises or to perform any other terms, covenants and conditions contained herein. If Tenant shall perform all terms, covenants and conditions of this Lease during the Term, Landlord will, within thirty (30) days after the termination hereof, return the security deposit to Tenant. If Landlord shall use any portion of the security deposit to cure any default by Tenant hereunder, Tenant shall within ten (10) days of written demand by Landlord replenish the security deposit to the original amount and Tenant's failure to do so shall be a material default of this Lease. Landlord shall not be required to keep the security deposit separate from its general funds and Tenant shall not be entitled to interest on any such deposit. Upon the occurrence of any events of default described in this Lease the security deposit shall become due and payable to Landlord to the extent required to compensate Landlord for damages incurred, or to reimburse Landlord as provided herein, in connection with any such event of default.

ARTICLE IV

Use of the Premises by Tenant

Section 4.01 Use of Premises. Tenant may use the Premises for any purpose permitted by all applicable laws, statutes, ordinances, rules, orders, regulations and requirements of all applicable governmental authorities having jurisdiction with respect thereto; provided however, no portion of the Premises shall be used for the following prohibited uses: gaming or gambling facility (including the sale of lottery tickets, off-track betting or video game parlor), adult entertainment facility (including, but not limited to, an adult bookstore, the display or sale of pornographic materials, sexual devices, adult video store, adult movie house, peep show, nude or semi-nude entertainment facility), any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness, any obnoxious odor, the sale of explosives or fireworks, discotheque, pool room, massage parlor, any second-hand or thrift stores or flea markets, any dry cleaning facilities utilizing hazardous substances with on premises plant, any establishment selling or exhibiting paraphernalia for use with illicit drugs, pawn shop, shooting gallery, video or game centers or arcades.

ARTICLE V

Maintenance and Repairs and Construction of Improvements; Compliance with Laws

Section 5.01 Maintenance, Repairs and Construction of Improvements by Tenant.

A. (i) Tenant, at its sole cost and expense, shall at all times keep and maintain the Premises and the improvements from time to time located thereon in good order, condition and repair, including making all necessary interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen repairs. Tenant shall conduct all such maintenance and repairs in a good and workmanlike manner and in accordance with all applicable laws, statutes, ordinances, rules, orders, regulations and requirements of all applicable governmental authorities having jurisdiction with respect thereto.

(ii) When used in this Article V, the term "repairs" shall include all necessary replacements, renewals, alterations and additions.

B. Subject to the provisions of Section 5.01.C. below, Tenant shall not demolish or make any alterations, additions or improvements (collectively, "Alterations") in, on or to the Premises or any part thereof without the prior written consent of Landlord, which will not be unreasonably withheld if the proposed Alterations do not diminish the value or utility of the improvements then located on the Premises. Any Alterations, except for Tenant's movable furniture and equipment, shall immediately

become Landlord's property and, at the end of the Term, shall remain on the Premises without compensation to Tenant; provided, however, that any such movable furniture and equipment, otherwise belonging to Tenant, but which shall remain on the Premises at the expiration or other termination of the Term shall also become the property of Landlord unless promptly removed by Tenant. In the event Landlord shall consent to the making of any Alterations by Tenant, the same shall be made by Tenant, at Tenant's sole cost and expense, in accordance with plans and specifications previously approved by Landlord. Before any Alterations shall be commenced, Tenant shall furnish Landlord with workmen's compensation and public liability insurance (as hereinafter provided) and shall comply with all applicable laws, including but not limited to the Mechanic's Lien Law of the State of Florida, ordinances, regulations, building codes, and shall obtain all required permits, inspections, and certificates as shall be required by all governmental agencies having jurisdiction thereof.

C. As a condition to receiving Landlord's consent to the Alterations, Tenant shall deliver to Landlord Tenant's proposed site plan, plans and specifications, renderings, and such other information as Landlord shall require. Any Alterations or demolition shall be accomplished in accordance with all applicable laws, statutes, ordinances, rules, orders, regulations and requirements of all applicable governmental authorities having jurisdiction with respect thereto. Notwithstanding the foregoing, prior to commencing any such removal, alteration, change or demolition of the existing buildings and improvements, and in addition to any other requirements set forth herein, Tenant shall deliver to Landlord (i) the performance or payment and performance bond referenced in Section 6.03 hereof in an amount which is 100% of the cost of the construction of the Alterations and the demolition of the existing improvements; and (ii) the approval from the City of West Palm Beach, Florida to the proposed Alterations.

Section 5.02 Operating Costs. Tenant agrees to promptly pay when due all operating, maintenance and servicing charges and costs incurred in connection with the use and operation of the Premises, including telephone, gas, electric, water, sewer, cable television and any other utilities from time to time servicing the Premises, and any and all other expenses incurred in connection with the use and operation of the Premises. Tenant agrees to promptly obtain, at its sole cost and expense, all permits and licenses which may from time to time be required by any applicable governmental authorities in connection with the use and operation of the Premises.

Section 5.03 Compliance with Laws. Throughout the term of this Lease, Tenant, at its sole cost and expense, will promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers, and all orders, rules and regulations of the National Board of Fire Underwriters or any other body or bodies exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises and the sidewalks, alleyways, passageways, curbs and vaults adjoining the Premises or to the use or manner of use of the Premises by the owners, tenants or occupants thereof, whether or not such law,

ordinance, order, rule, regulation or requirement shall necessitate structural changes or improvements or interfere with the use and enjoyment of the Premises.

Section 5.04 Landlord's Right to Inspect. Landlord shall have the right, during reasonable and regular business hours and upon no less than forty-eight (48) hours' prior notice to Tenant, to enter the Premises as is reasonably required for the purpose of inspecting and examining the same and to ascertain if they are in accordance with the requirements of this Lease.

ARTICLE VI

Insurance

Section 6.01 Tenant shall at its sole expense, maintain in effect at all times during the term of this Lease insurance for any and all buildings and improvements now or hereafter upon the Premises, and all personal property which the Tenant may bring or maintain upon the premise and in Tenant's care, custody and control, in order to comply with the terms of this Lease.

Section 6.02 Property coverage against "all perils" of physical loss or damage to the Premises shall include full replacement cost coverage and include any improvements with no co-insurance provisions. The Landlord shall be named as a loss payee under this policy.

Section 6.03 A builder's risk policy shall be required for any improvements and betterments and made to the Premises. The Tenant shall procure and maintain "all perils" Builder's Risk insurance including, but not limited to fire, flood, wind and other water damage. The Landlord shall be named as a loss payee under this policy.

Section 6.04 General Liability and/or Owner, Landlord and Tenant policies shall be written with limits not less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate. The Certificate of Insurance shall indicate an Occurrence Basis only. Claims made policies will not be accepted. Completed operations coverage shall be included under this policy with a minimum of 3 years. The Landlord shall be endorsed as an additional insured under this policy. The General Liability coverage shall be primary and non-contributory. Landlord shall have the right, from time to time, to require Tenant to increase the limits of insurance to which Landlord deems reasonably necessary for full and adequate protection.

Section 6.05 A written notice of cancellation, non-renewal or modification of any stipulated insurance shall be mailed immediately to the Landlord's Office of Risk Management, return receipt requested mail on all required insurance policies should any changes to the policies be made. Note: 10 day Notice of Non-Payment is acceptable if the Certificate of Insurance also indicates 30 day notice for cancellation, non-renewal, or modifications.

Section 6.06 Umbrella or Excess Liability is required up to the minimum limit of liability if the limits of liability shown on the Certificate of Insurance under General Liability do not meet the minimum limit of liability as required.

Section 6.07 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

Section 6.08 Immediately prior to the execution date, Tenant shall deliver to the Landlord's Office of Risk Management a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Lease have been obtained at the sole expense of the Tenant and are in full force and effect.

Section 6.09 Landlord, by and through its Risk Management Office, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this agreement. Landlord reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

Section 6.10 All required insurance policies shall provide a waiver of subrogation and rights of recovery against the Landlord, including its agents, officers, past and present employees, elected officials and representatives, the insurance policy in effect shall protect both parties and be primary and non-contributory for any and all losses covered by the above described insurance. Insurers have no recourse against the Landlord for payment or assessments in any form on any insurance policy.

Section 6.11 If Tenant does not comply with its covenants in this Article, Landlord may obtain the insurance described herein, and in such event, Tenant agrees to pay, as Additional Rent, the premium for such insurance upon Landlord's demand.

Section 6.12 Tenant's Indemnity. Tenant covenants and agrees that it will defend, indemnify, protect, save and hold harmless Landlord, including its agents, officers, past and present employees, elected officials and representatives from and against any claim, demand, penalty, damage, costs, expenses (including reasonable attorneys' fees), or charge imposed for any violation of laws or ordinances, any negligence on the part of Tenant or its agents, contractors, servants, employees, subtenants, licensees or invitees (collectively, "Tenant's Agents"), and from any and all claims, loss, cost, damage or expense, arising out of or from any accident or other occurrences on or about the Premises, causing injury to any person or property whomsoever or whatsoever, or arising out of any failure of Tenant to comply with and perform all the requirements and provisions of this Lease, or any act or omission of Tenant or Tenant's Agents, or any liability resulting from Landlord's estate in the Premises. The obligations of Tenant under this Section 6.12 shall survive any termination of this Lease.

ARTICLE VII

Destruction and Eminent Domain

Section 7.01 Destruction by Fire or Casualty.

A. In the event the Premises or any of the improvements from time to time located thereon shall be damaged by fire, explosion, windstorm or any other casualty, Tenant shall give written notice thereof to Landlord within five (5) business days of such casualty. In the case of any such casualty, Tenant, whether or not the insurance proceeds, if any, on account of such casualty shall be sufficient for the purpose, at its expense, shall promptly commence and complete (subject to unavoidable delays) the repair of such damages and put the Premises and such improvements in the condition as existed immediately prior to the casualty. Notwithstanding any such casualty, this Lease shall continue in full force and effect, and in no event shall rent be abated as a result of any such casualty.

B. Provided Tenant is not in default at the time of such casualty, insurance proceeds received on account of any such casualty shall be used for the restoration or replacement ("Restoration") of the Premises. Such insurance proceeds shall, provided Tenant is not in default hereunder, and subject to any deductions for costs incurred in the collection thereof, including, without limitation, adjuster's fees and expenses and attorneys' fees and expenses, be paid to Landlord and disbursed from time to time for the Restoration of the Premises, as Restoration progresses, to pay to third parties or to reimburse Tenant for, the cost of the Restoration, together with costs reasonably incurred by Tenant in connection with accomplishing the Restoration. If the Tenant is in default at the time of the casualty, then the insurance proceeds shall be paid to Landlord, who shall have no obligation to use the insurance proceeds for the Restoration of the Premises, it being agreed that the receipt of the insurance proceeds shall compensate Landlord for the loss of the improvements on the Premises. If Tenant is not in default at the time of the casualty, then once the Restoration has been completed and the cost thereof paid in full, the balance, if any, of such insurance proceeds shall be paid to Tenant.

C. If the insurance proceeds are insufficient to complete the Restoration, then Tenant shall be obligated to commence and complete the Restoration with its own funds, and this Lease shall otherwise continue in full force and effect, with no abatement in rent.

Section 7.02 Eminent Domain.

A. In the event the Premises, or any part thereof, shall be taken or condemned for public purposes by any competent authority, the compensation awarded therefor shall belong to the Landlord and Tenant as to the award specifying damages to each party, and this Lease shall terminate as to that portion of the Premises so taken or condemned upon the date of such taking or condemnation but shall continue in full force

and effect as to the remainder of the Premises, and rent hereunder shall be abated in proportion to the portion of the Premises so taken or condemned and such sums attributable to the period after the date of such taking or condemnation shall be returned to Tenant.

B. Any payments to be made to Tenant under the provisions of this Section 7.02 are subject to the condition that Tenant shall not be in default in any of the terms, covenants and conditions of this Lease at the date of such termination, and if any such default should then exist, the amount of said payments shall be reduced by such amount as may be required to remedy any such default, without acceleration of any rent, Additional Rent or other obligations of Tenant.

ARTICLE VIII

Title to Improvements; Possession and Surrender

Section 8.01 Title to Improvements. Any buildings, improvements, fixtures, personal property, and equipment placed by Tenant from time to time upon the Premises shall become the property of Landlord upon the termination of this Lease.

Section 8.02 Possession by Tenant. Landlord covenants and warrants that it has full right and authority. Landlord further covenants that Tenant, upon paying the rents provided for herein and upon performing the covenants and agreements of this Lease to be performed by Tenant, will have, hold and enjoy the quiet possession of the Premises without disturbance by Landlord or anyone claiming by, through, or under Landlord, subject only to the matters described in Section 1.01 hereof.

Section 8.03 Surrender of Premises. Tenant, upon termination of this Lease, whether by lapse of time or otherwise, shall surrender to Landlord the Premises and the improvements then located thereon, in good order, condition and repair, except for ordinary wear and tear. In the event Tenant fails to surrender the Premises or the improvements then located thereon at the expiration or termination of this Lease, the continued occupancy shall be on a month to month basis only, at a rental equal to one hundred fifty percent (150%) of the rental prevailing immediately prior to the holding over plus all applicable sales tax thereon.

ARTICLE IX

Assignment or Sublease

Section 9.01 Assignment or Sublease.

A. Tenant shall not directly or indirectly, voluntarily or by operation of law, assign, encumber, or otherwise transfer all or any part of Tenant's leasehold estate hereunder nor shall Tenant sublease the Premises or any portion thereof without Landlord's prior written consent in each instance, which consent Landlord may be withheld in Landlord's sole discretion. Notwithstanding the foregoing, Tenant shall have the right, without Landlord's consent, to sublease the Premises or any portion thereof or assign the Tenant's leasehold estate hereunder to one or more entities controlled by, controlling or under common control with Tenant, subject to the provisions of Sections 9.01 B., D., E. and F. below. Landlord's consent may be granted upon such terms and conditions as Landlord may determine in its sole discretion, including modifications to the Lease. Tenant shall deliver such information regarding the proposed sublessee or assignee as Landlord shall require. Upon such approved assignment, the assignee shall simultaneously assume and agree to be bound by all of the terms and conditions of this Lease, and upon a subletting the sublease shall contain a provision acknowledging that the sublease is subject and subordinate to the terms of this Lease. Tenant shall be released from any liability accruing under this Lease as a result of any such assignment or subletting.

B. If Tenant shall desire to enter into an assignment of this Lease or a sublease of the Premises or any portion thereof, it shall first give written notice to Landlord of its desire to do so, which notice shall contain: (i) the name of the proposed assignee, subtenant or occupant, (ii) the nature of the proposed assignee's, subtenant's or occupant's business to be carried on in the Premises, (iii) the terms and provisions of the proposed assignment or sublease, and (iv) such financial information as Landlord may reasonably request concerning the proposed assignee or subtenant.

C. At any time within thirty (30) days after Landlord's receipt of the notice specified in Section 9.01 B. hereof, Landlord may, by written notice to Tenant, elect to (i) terminate this Lease as to the portion (including all) of the Premises that is specified in Tenant's notice, with a proportionate abatement in Rent or (ii) consent to the sublease or assignment, or (iii) disapprove the sublease or assignment. In the event Landlord shall elect to terminate this Lease provided in Section 9.01.C.(i) hereof with respect to a portion of the Premises, Tenant shall at all times provide reasonable and appropriate access to such portion of the Premises and Landlord shall have the right to use such portion of the Premises for any legal purpose in its sole discretion without the consent of Tenant.

D. No consent by Landlord to any assignment or sublease by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether arising before or after the assignment or sublease, nor of the obligation to obtain Landlord's express written consent to any other assignment or sublease. Any assignment or sublease that shall not be in compliance with this Section 9.01 shall be void and, at the option of Landlord, shall constitute a material default by Tenant under this Lease. The acceptance of Rent by Landlord from a proposed assignee or sublessee shall not constitute the consent to such assignment or sublease by Landlord.

E. Any sale or other transfer, including by consolidation, merger or reorganization, of a majority of the voting interests of Tenant, if Tenant is an entity, shall be an assignment for purposes of this Section 9.01. As used in this Section 9.01 E., the term "Tenant" shall also mean any entity which has guaranteed Tenant's obligations under this Lease, and the prohibition hereof shall be applicable to any sales or transfers of the voting interests of said guarantor.

F. Each approved assignee, sublessee or other transferee shall assume, as provided in this Section 9.01 F., all obligations of Tenant under this Lease and shall be and remain liable jointly and severally with Tenant for the payment of Rent and Additional Rent, and for the performance of all the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed for the Term. No assignment shall be binding on Landlord unless Landlord shall have consented to same (if such consent is required above), and the assignee or Tenant shall deliver to Landlord a counterpart of the assignment that shall contain a covenant of assumption by the assignee satisfactory in substance and form to Landlord, consistent with the requirements of this Section 9.01 F. The failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge the assignee from its liability as set forth above.

G. At Landlord's option, in the event Landlord consents to any assignment or subletting of the Premises, Landlord may require that it be paid any Rent or other consideration paid by the subtenant or assignee that is in excess of the Rent payable by Tenant under this Lease.

ARTICLE X

Default and Remedies

Section 10.01 Insolvency or Bankruptcy.

The appointment of a receiver to take possession of all or substantially all of the assets of Tenant or any guarantor of this Lease, or an assignment by Tenant or any guarantor of this Lease, for the benefit of creditors, or any action taken or suffered by Tenant or any Guarantor of this Lease under any insolvency, bankruptcy, reorganization or other debtor relief proceedings, whether now existing or hereafter amended or enacted, shall at Landlord's option constitute a default of this Lease by Tenant. Upon the happening of any such event or at any time thereafter, this Lease shall terminate five (5) days after written notice of termination from Landlord to Tenant. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise.

Section 10.02 Default.

A. The failure by Tenant to perform any covenant or condition made under this Lease shall constitute a default hereunder by Tenant upon expiration of the grace period hereinafter provided. Tenant shall have a period of five (5) days from the date a payment of Rent shall have been due within which to cure such default in the payment of Rent. Tenant shall have a period of twenty (20) days from the date of written notice from Landlord within which to cure any other default (except abandonment and bankruptcy) under this Lease. Upon an uncured default of this Lease or abandonment of the Premises by Tenant, Landlord shall have the following rights and remedies in addition to any other rights or remedies available to Landlord at law or in equity:

(i) The rights and remedies provided Landlords by Chapter 83, Florida Statutes;

(ii) The right to terminate this Lease by giving notice to Tenant;

(iii) The right and power, as attorney-in-fact for Tenant, to enter the Premises and remove therefrom all persons and property, to store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant, and to sell such property and apply such proceeds therefrom. Landlord, as attorney-in-fact for Tenant, may from time to time sublet the Premises or any part thereof, for the account of Tenant, for such term or terms (which may exceed beyond the Term) and at such rent and such other terms as Landlord in its sole discretion may deem advisable, with the right to make alterations and repairs to the Premises. Upon each such subletting: (A) Tenant shall immediately pay to Landlord the cost of such subletting, including without limitation, the payment of brokerage commissions, and the cost of all alterations and repairs which Landlord shall deem necessary in connection with such subletting, and the amount if any, by which the Rent due hereunder for the period of such subletting (to the extent such period does not exceed the Term) shall exceed the amount which shall be paid as Rent for the Premises for such period, or (B) at the option of Landlord, rents which shall be received from such subletting shall be applied first to payment of any indebtedness other than Rent due hereunder from Tenant to Landlord, then to the payment of any costs of such subletting; then to payment of Rent which shall be due and unpaid hereunder, and the balance, if any, shall be held by Landlord and shall be applied in payment of future Rent as the same shall become due hereunder. If Tenant shall be credited with any rentals which are to be received by such subletting under option (A) above and such rentals shall not be promptly paid to Landlord by the subtenants, or if such rentals received from such subletting under option (B) above during any month shall be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord upon demand. For all purposes set forth in this Paragraph 10.02(A)(iii), Landlord is hereby irrevocably appointed attorney-in-fact for Tenant, with power of substitution. The taking possession of the Premises by Landlord, as attorney-in-fact for Tenant, shall not be construed as an election on its part to terminate this Lease unless a written notice of such intention shall be given to Tenant. Notwithstanding any such subletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous default, and

(iv) The right to accelerate all rental due and to become due during the Term.

B. Notwithstanding anything to the contrary contained in this Lease, Landlord shall not be deemed to be in default of this Lease unless Landlord shall fail to perform any of the obligations required of Landlord within thirty (30) days after written notice by Tenant to Landlord, which shall specify the various failures of Landlord to perform pursuant to the terms of the Lease. If the nature of Landlord's obligation is such that more than thirty (30) days shall be required for performance, then Landlord shall not be in default if Landlord shall commence performance within such 30 day period and thereafter shall diligently prosecute the same to completion.

C. Any and all property which may be removed from the Premises by Landlord pursuant to the authority of this Lease or of law, to which Tenant is or may be entitled, may be handled, removed and stored, as the case may be, by or at the direction of Landlord at the risk, cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken by Tenant from storage within sixty (60) days after the removal from the Premises shall conclusively be presumed to have been conveyed by Tenant to Landlord under this Lease as a bill of sale without further payment or credit by Landlord to Tenant.

D. Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein or provided by law (all such remedies being cumulative), nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. No agreement to terminate this Lease or accept a surrender of said Premises shall be valid unless in writing signed by Landlord. No waiver by Landlord of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Landlord's acceptance of the payment of rental or other payments hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Landlord so notifies Tenant in writing. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of Landlord's right to enforce any such remedies with respect to such default or any subsequent default. If, on account of any breach or default by Tenant in Tenant's obligations under the terms and conditions of this Lease, it shall become necessary or appropriate for Landlord to employ or consult with an attorney concerning, or to enforce or defend any of Landlord's rights or remedies hereunder, Tenant agrees to pay all costs and expenses in connection therewith including reasonable attorney's fees so incurred.

ARTICLE XI

Liens

Tenant shall keep the Premises free from any liens, including but not limited to construction liens, arising out of any work performed, material furnished or obligations incurred by Tenant. In the event that Tenant shall not, within ten (10) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a proper bond, Landlord, in addition to all other remedies provided herein and by law, shall have the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums which Landlord shall pay, including reasonable attorneys' fees if any, and expenses incurred by it in connection therewith shall be considered Additional Rent and shall be payable to it by Tenant on demand with interest at the maximum rate permitted by law. Landlord shall have the right, at all times, to post and keep posted on the Premises any notices permitted or required by law, or which Landlord shall deem proper, for the protection of Landlord, the Premises, the Building and any other party having an interest therein, Tenant shall give to Landlord at least five (5) business days' prior notice of commencement of any construction on the Premises. Pursuant to Chapter 713, Florida Statutes, the interest of Landlord in the Premises and the Building shall not be subject to liens for improvements made by Tenant and such liability shall be expressly prohibited.

ARTICLE XII

Landlord's Subordination

Landlord shall never be obligated to subordinate its fee title interest in and to the Premises, or any part thereof, to any other person or entity.

ARTICLE XIII

Encumbrance of Tenant's Leasehold Interest

Section 13.01 Leasehold Lender. Notwithstanding anything in this Lease to the contrary, Tenant shall have the right from time to time to encumber, pledge, mortgage and collaterally assign its rights under this Lease to any third party (a "Leasehold Lender"), provided, however, that any leasehold mortgagee who holds a leasehold mortgage on the Premises shall be either a bank, insurance company, pension fund, or other commonly recognized institutional lender, as determined by Landlord in its sole discretion.

Section 13.02 Cooperation. Landlord shall cooperate with Tenant in working with the Leasehold Lender to effectuate the mortgage of Tenants leasehold interest and agrees to the following:

A. Without Leasehold Lender's written consent:

(i) No agreement between Landlord and Tenant modifying, canceling or surrendering this Lease shall be effective;

(ii) No merger of the Lease with the fee simple interest or any other estate in the Premises shall result from the union of the interests of Landlord and Tenant or otherwise:

(iii) This Lease shall not be subordinated or made junior in priority to any encumbrance on the Premises; and

(iv) No agreement or acquiescence by Tenant shall be effective with respect to any rejection or termination of the Lease by Landlord or its trustee in bankruptcy, whether made with respect to any election under Section 365(h) of the Federal Bankruptcy Code or under any similar law or right of any nature, or otherwise.

B. Landlord shall mail to the Leasehold Lender a duplicate of any notice given to Tenant under this Lease, and no such notice shall be effective unless mailed to the Leasehold Lender;

C. Leasehold Lender shall have the right (but not the obligation) to cure or cause to be cured any default by Tenant under this Lease and shall have forty-five (45) days after notice to cure any monetary default by Tenant under this Lease and ninety (90) days after notice in which to cure any non-monetary default by Tenant under this Lease unless an additional period of time is necessary and Leasehold Lender has commenced to cure and is diligently pursuing to cure such default;

D. With respect to any non-monetary default by Tenant under this Lease that is not reasonably susceptible of being cured by the Leasehold Lender without taking possession of the Premises, Landlord shall take no action to terminate this Lease on account of such default if, within ninety (90) days after notice of the default from Landlord, the Leasehold Lender shall have commenced appropriate proceedings to obtain possession of the Premises (including possession by a receiver) or to foreclose the Leasehold Lender's mortgage or security deed or otherwise to acquire Tenants interest under this Lease, and shall thereafter be prosecuting the same to completion with diligence and continuity, provided that all Rent, Additional Rents, and any other monies due from Tenant hereunder, are paid as required by this Lease;

E. In the event of any termination of this Lease prior to the expiration of the Term, Landlord shall give the Leasehold Lender notice of the termination together with a statement of all sums that would then be due from Tenant under this Lease but for such termination, and a statement of all other defaults (if any) under this Lease then known to

Landlord, and, for thirty (30) business days after receipt of the termination notice and statements, the Leasehold Lender shall have the option, exercisable by written notice to Landlord, to either assume this Lease or to obtain a new lease of the Premises from Landlord on the following terms and conditions:

(i) The new lease shall be effective as of the date of termination of this Lease, shall be for the remainder of the Term and shall be at the Rent and upon all the agreements, terms, covenants and conditions of this Lease;

(ii) The new lease shall require the tenant thereunder to perform any unfulfilled obligation of Tenant under this Lease which is reasonably susceptible of being performed by the Tenant under such new lease;

(iii) Upon the execution of the new lease, the Tenant under this Lease shall pay any and all sums that would at the time of the execution thereof be due under this Lease but for such termination, and shall pay all expenses, including reasonable attorneys' fees, courts costs and disbursements incurred by Landlord in connection with such defaults and termination, the recovery and possession of the Premises and the preparation, execution and delivery of the new lease; and

(iv) Effective upon the commencement of the term of any new lease executed pursuant to the foregoing, all subleases (if any) shall be assigned and transferred without recourse by Landlord to the Leasehold Lender under the new lease.

Section 13.03 Liability of Leasehold Lender. Notwithstanding anything in this Lease to the contrary, the Leasehold Lender shall not be liable or responsible in any respect for any of Tenant's obligations under this Lease unless and until the Leasehold Lender becomes the owner and holder of this Lease through foreclosure proceedings, exercise of the power of sale, or deed or assignment in lieu thereof. If the Leasehold Lender or any affiliate of the Leasehold Lender shall acquire Tenants interest in the Lease or shall become the tenant under any new lease made pursuant to this Section, then the Leasehold Lender or its affiliate may assign this Lease or such new lease (subject to Landlord's approval rights as provided in Section 9.01) and thereupon shall be released from all liability for the performance or observance of the covenants and conditions to be performed or observed on the part of Tenant under this Lease or such new lease from and after the date of such assignment.

Section 13.04 Additional Provisions. The provisions of this Section in favor of the Leasehold Lender shall inure to the benefit of the Leasehold Lender and its successors and assigns, and also any other tenant under or transferee of this Lease pursuant to any foreclosure proceedings, exercise of the power of sale or deed or assignment in lieu thereof. Anything herein to the contrary notwithstanding, such amendment shall in no event increase any of Landlord's obligations, or materially diminish any of Landlord's rights, or diminish any of Tenant's monetary obligations to Landlord, under this Lease.

ARTICLE XIV

As Is Condition of Premises

PRIOR TO THE EXECUTION OF THIS LEASE, TENANT HAS HAD THE OPPORTUNITY TO FULLY INSPECT THE CONDITION OF THE PREMISES, THE STATUS OF THE TITLE TO THE PREMISES AND ANY OTHER MATTER CONCERNING THE PREMISES DETERMINED NECESSARY BY TENANT. THEREFORE, THE PREMISES IS BEING LEASED IN AN "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" AS OF THE DATE OF THIS LEASE. EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE OR ARE MADE AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED BY LANDLORD OR BY ANY EMPLOYEE, PERSON, FIRM, AGENT, ATTORNEY OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF LANDLORD AS TO (A) THE CONDITION OR STATE OF REPAIR OF THE PREMISES; (B) THE COMPLIANCE OR NONCOMPLIANCE OF THE PREMISES WITH ANY APPLICABLE LAWS, REGULATIONS OR ORDINANCES (INCLUDING, WITHOUT LIMITATION, ANY APPLICABLE ZONING, BUILDING OR DEVELOPMENT CODES); (C) THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL OF THE PREMISES; (D) ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE PREMISES OR THE CONDITION, STATE OF REPAIR, COMPLIANCE, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE PREMISES OR ANY PORTION THEREOF; OR (E) WHETHER THE PROPERTY CONTAINS ASBESTOS OR HARMFUL OR TOXIC SUBSTANCES OR PERTAINING TO THE EXTENT, LOCATION OR NATURE OF SAME. TENANT AGREES THAT THIS LEASE HAS BEEN ENTERED INTO AFTER FULL INVESTIGATION, OR WITH THE TENANT SATISFIED WITH THE OPPORTUNITY AFFORDED FOR FULL INVESTIGATION OF THE PREMISES.

THE TERMS AND PROVISIONS OF THIS ARTICLE XIV SHALL SURVIVE THE EXECUTION OF THIS LEASE.

ARTICLE XV

Miscellaneous

Section 15.01 Notices. Except as otherwise expressly provided in this Lease, any communications given or required to be given under this Lease shall be effective only if rendered or given in writing, sent by registered or certified mail or delivered personally, (a) to Tenant (i) at Tenant's address set forth on the first page of this Lease, or (ii) at the Premises if sent subsequent to Tenant's taking possession of the Premises, or (iii) at any place where Tenant may be found if sent subsequent to Tenant's vacating,

abandoning or surrendering the Premises, or (b) to Landlord at Landlord's address set forth on the first page of this Lease, or (c) to such other address as either Landlord or Tenant may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section 15.01. Any such bill, statement, notice, demand, request or other communication shall be deemed to have been rendered or given two (2) days after the date when it shall have been mailed as provided in this Section 15.01 if sent by registered or certified mail, or upon the date personal delivery is made.

Section 15.02 Waiver. If Landlord shall waive the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of any subsequent default of the same or any other term, covenant or condition contained herein. Failure by Landlord to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed to waive or to decrease the right of Landlord to enforce same at any time or from time to time during the term of this Lease. The waiver by Landlord of any term, covenant or condition contained in this Lease may only be made by a written document signed by Landlord.

Section 15.03 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of rent nor any of the other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the customary relationship of a landlord and a tenant.

Section 15.04 Governing Laws and Venue. The laws of the State of Florida shall govern the validity, performance and enforcement of this Lease. Venue for any action filed under or pursuant to this Lease shall lie in the courts located in Palm Beach County, Florida.

Section 15.05 Savings Clause. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

Section 15.06 Paragraph Headings. The paragraph titles herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

Section 15.07 Covenant to Bind Successors. It is agreed that the provisions, covenants and conditions of this Lease shall be binding on the legal representatives, heirs, successors and assigns of the respective parties hereto.

Section 15.08 Entire Agreement. This Lease and the Exhibits attached hereto and forming a part hereof, set forth all of the covenants, promises, agreements, conditions and understandings between Landlord and Tenant governing the Premises. There are no covenants, promises, agreements, conditions and understandings, either

oral or written, between them other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes or additions to this Lease shall be binding upon the Landlord or Tenant unless and until reduced to writing and signed by both parties. Submission of this instrument by Landlord to Tenant for examination shall not bind Landlord in any manner, and no lease, contract, option, agreement to lease or other obligation of Landlord shall arise until this instrument is signed by Landlord and delivered to Tenant.

Section 15.09 Estoppel Certificate. Not more than once every year, within fifteen (15) days after written request therefor by either party, the other party shall execute and deliver to the requesting party an estoppel certificate certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto or any defaults thereunder, or stating those claimed by the certifying party, and any other accurate statement reasonably required by the requesting party.

Section 15.10 Environmental Requirements. Tenant agrees to comply with all present and future statutes, laws, ordinances, enactments, rules, regulations, orders, decrees, directives, mandates or other similar requirements of any federal, state or local government, court or public authority prohibiting, regulating or otherwise relating to environmental control of any kind, including, but not limited to, air pollution, water pollution, noise pollution, solid waste pollution, toxic substance control (collectively, "Environmental Requirements"), which are applicable to the Premises or arise out of or in connection with any prior or future use or occupancy of the Premises. Tenant will comply with said Environmental Requirements at its sole cost and expense and will hold harmless, indemnify and defend Landlord from and against any claims, suits, damages, losses, costs and expenses, including reasonable attorney's fees, made against or sustained by Landlord as a result of Tenant's failure to comply with any Environmental Requirements, including any violations of Environmental Requirements that occurred prior to the commencement of the Lease.

Section 15.11 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon gas that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit.

Section 15.12 Brokerage. Landlord and Tenant warrant and represent to each other that there were no brokers, finders or agents instrumental in consummating this Lease. Landlord and Tenant agree to indemnify, defend and hold the other harmless from and against any and all claims, losses, liabilities, damages, demands, costs and expenses (including actual, reasonable attorneys' fees at or before the trial level and any appellate proceedings) (collectively, "Damages") arising out of or relating to any breach by the indemnifying party of the foregoing warranty and representation.

Section 15.13 Prevailing Party Attorneys' Fees and Costs. The prevailing party in any legal action brought in connection with this Lease shall be entitled to recover from the non-prevailing party all court costs and reasonable attorneys' fees, including paralegal fees, and any court costs and reasonable attorneys' fees and paralegal fees incurred in appellate proceedings.

Section 15.14 Landlord's Remedies. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease, shall not prevent a subsequent act, which originally would have constituted a violation, from having all the force and effect of an original violation. Landlord may restrain any breach or threatened breach of any covenant, agreement, term, provision or condition herein contained, through an order, judgment or decision of a court of competent jurisdiction. The mention herein of any particular remedy shall not preclude Landlord from any other remedy it might have, either at law, in equity or otherwise. The failure of Landlord to insist upon the strict performance of any one of the covenants, agreements, terms, provisions or conditions of this Lease or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, right, remedy or election, but the same shall continue and remain in full force and effect. Any right or remedy of Landlord in this Lease specified or any other right or remedy that Landlord may have at law, in equity or otherwise upon breach of any covenant, agreement, term, provision or condition in this Lease contained upon the part of Tenant to be performed shall be distinct, separate and cumulative rights or remedies and no one of them, whether exercised by Landlord or not, shall be deemed to be in exclusion of any other. No covenant, agreement, term, provision or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing, signed by Landlord or Landlord's agent duly authorized in writing. Consent of Landlord to any act or matter must be in writing and shall apply only with respect to the particular act or matter in which such consent is given and shall not relieve Tenant from the obligations wherever required under this Lease to obtain the consent of Landlord to any other act or matter.

Section 15.15 No Waiver. Receipt or acceptance by Landlord of the rent, Additional Rent or any other sum or charge due Landlord hereunder shall not be deemed to be a waiver of any default under the covenants, agreements, terms, provisions and conditions of this Lease, or of any right which Landlord may be entitled to exercise under this Lease. In the event that Tenant is in arrears in the payment of the rent, Additional Rent or any other sums or charges due Landlord hereunder, Tenant hereby waives its right, if any, to designate the items against which any payments made by Tenant are to be credited, and Tenant hereby agrees that Landlord may apply any payments made by Tenant to any items Landlord sees fit irrespective of and notwithstanding any designation or request by Tenant as to the items against which any such payments shall be credited, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to

Landlord's right to recover the balance of the rent, Additional Rent or any other sum or charge due Landlord hereunder, or to pursue any other remedy in this Lease permitted.

Section 15.16 Landlord's Estate. Tenant shall look solely to the estate and interest of Landlord in and to the Premises for the collection of a judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of Landlord shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to either this Lease, the relationship of Landlord and Tenant hereunder or Tenant's use and occupancy of the Premises.

Section 15.17 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by Landlord, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

Section 15.18 No Recording. Neither Tenant nor any of Tenant's agents shall record this Lease in the public records of Palm Beach County, Florida.

Section 15.19 Time. Time is of the essence of each and every provision of this Lease.

Section 15.20 Guaranty. In consideration for Landlord entering into this Lease, Tenant agrees to provide the Guarantees of _____, in the form attached hereto as Exhibit B to Landlord upon the Execution Date. Upon the death of any Guarantor delivering a Guaranty, Tenant shall be required to replace such Guaranty with a Guarantor of the same or greater net worth of the Guarantor's executed in delivering the Guaranty.

Section 15.21 Waiver of Jury Trial. Landlord and Tenant hereby waive any right to a trial by jury which either or both of them have or might have with respect to any controversy arising out of this Lease or the Premises.

IN WITNESS WHEREOF, Landlord and Tenant, intending to be legally bound, have executed this Lease, as of the day and year first above written.

WITNESSES:

Print Name: _____

Print Name: _____

WITNESSES:

Print Name: _____

Print Name: _____

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LANDLORD:

TOWN OF PALM BEACH, a Florida
municipal corporation

By: _____

Print Name: _____

Title: _____

TENANT:

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

[Legal Description of the Premises]

SAMPLE

EXHIBIT B

GUARANTY

FOR VALUE RECEIVED and in consideration for and as an inducement to TOWN OF PALM BEACH, a Florida municipal corporation ("Landlord") entering into that certain Lease Agreement dated _____, 20__, with _____ ("Tenant"), the undersigned, on behalf of himself, his legal representatives, heirs, successors and assigns, as principal and not as a surety, absolutely and unconditionally guarantees to Landlord, Landlord's successors and assigns, the full performance and observance of all the provisions therein provided to be performed and observed by Tenant, without requiring any notice of non-payment, non-performance, or non-observance, or proof, or notice, or demand, whereby to charge the undersigned therefor, all of which the undersigned hereby expressly waives and expressly agrees that the validity of this agreement and the obligations of the guarantor hereunder shall not be terminated, affected or impaired by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the within Lease. The undersigned further covenants and agrees that this guaranty shall remain and continue in full force and effect as to any renewal, modification, extension, assignment or sublease of this Lease. AS A FURTHER INDUCEMENT TO LANDLORD TO ENTER INTO THE LEASE AND IN CONSIDERATION THEREOF, LANDLORD AND THE UNDERSIGNED AGREE THAT IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER LANDLORD OR THE UNDERSIGNED AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF, UNDER, OR BY VIRTUE OF THE TERMS OF THIS LEASE OR OF THIS GUARANTY, THAT LANDLORD AND THE UNDERSIGNED SHALL AND DO HEREBY WAIVE TRIAL BY JURY. In the event Landlord incurs any expenses in the enforcement of this guaranty, whether legal action be instituted or not, the undersigned agrees to be liable for same (including reasonable attorney's fees and costs) and to pay same promptly on demand by Landlord. The undersigned waives any right of indemnification or right of subrogation that the undersigned may have against Tenant until such time as Landlord has received payment in full of any and all obligations of Tenant under the Lease.

WITNESSES:

GUARANTOR:

Print Name: _____

By: _____

Print Name: _____

Its: _____

Print Name: _____

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda

Regular Agenda - New Business

Agenda Title

Palm Beach Marathon

Thomas G. Bradford, Town Manager

Presenter

ATTACHMENTS:

- ❑ **Palm Beach Marathon Memorandum**
- ❑ **Palm Beach Marathon Application**

TOWN OF PALM BEACH

Information for Town Council Meeting on July 12, 2017

To: Mayor and Town Council

From: Thomas G Bradford, Town Manager

Re: FITTEAM Palm Beaches Marathon

Date: July 12, 2017

STAFF RECOMMENDATION

K2 Sports Ventures LLC has applied for a special event permit to allow the FITTEAM Palm Beaches Marathon to hold a portion of its marathon race within the Town of Palm Beach on Sunday, December 3, 2017. Staff recommends that the Town Council either deny the requested permit as submitted with the provision that the applicant can re-apply upon addressing the issues raised by staff or approve the request with the conditions as stated by the various departments herein below.

GENERAL INFORMATION

K2 Sports Ventures LLC has submitted a special event permit to hold a portion of the FITTEAM Palm Beaches Marathon on Sunday, December 3, 2017, within the Town limits of the Town of Palm Beach, until approximately 7:30 a.m. The course within the Town is proposed to begin from the Royal Park Bridge, progress east on Royal Palm Way, south on S. Ocean Boulevard to a turnaround which occurs just north of S. County Road. The course map is included with the attached permit application. The first runner is expected to arrive at approximately 6:05 a.m. and the last runner is expected to leave at approximately 7:30 a.m.

The permit application has been reviewed by Fire Rescue, Police Department, Public Works, Risk Management, and Town Manager's Office. Following are comments and/or concerns regarding the application:

Fire Department:

This permit request is being approved with the following conditions:

1. Runners only use the inside east bound and inside west bound lanes on Royal Palm Way, allowing Fire Rescue units access to the buildings on the outside lanes.
2. In the event of an emergency that requires crossing the marathon route or traveling along the marathon route to gain access to the scene, the race will have to be interrupted, allowing Fire Rescue access to the emergency. For example:

- Northbound and southbound travel on South County Road at Royal Palm Way
- Inaccessible addresses on South Ocean Blvd, including; 476,480, 500, 520, 530, 710, 720, and 850.

3. In the event of a major emergency, that requires access to a fire hydrant or isolating entry into a given area.

Police Department:

The permit should have a requirement of the "Marathon" to hire, at their expense, off-duty officers to assist with traffic at the two signalized intersections on the event route and clean up after the race, of water bottles, etc

Public Works Department:

Public Works does not have sufficient information to approve or deny the special event application. In addition to the policy determination and Town Council review necessary, we would ask for more detail regarding the maintenance of traffic plan (showing all the temporary traffic control measures to be implemented) so there is some assurance that pedestrian and vehicle safety is adequate. A proper MOT/TTC plan should be prepared by a company/individual trained and qualified to do so. Lane closures or restrictions and the durations would also be required. The usual special conditions would also apply (restoring any damaged areas and removing all litter/trash generated).

Town Manager's Office:

This route applied for is not preferable in my opinion. A preferred initial route in order to gauge the impact of the event on the island would have been to come over to Palm Beach via the Flagler Memorial Bridge south onto Cocoanut Row following the Lake Trail and exit the island over the Royal Park Bridge. It is not known if the Risk Manager has approved the proof of insurance submitted in conjunction with this application. Special Duty Detail Police Officers in an amount deemed necessary by the Palm Beach Police Department should be required at the applicant's expense. It is not clear who and how traffic will be blocked or directed at the intersection of South Ocean Boulevard and South County Road. If President Trump is in Town on the day of the event, what, if any, effect will that have on the event or the proposed MOT?

Attachment

Cc: Department Directors
Karen Temme, Risk Manager
Kenneth R. Kennerly



TOWN OF PALM BEACH

Office of the Town Clerk

SPECIAL CONDITIONS: SPECIAL EVENT PERMIT NO.

SAMPLE CONDITIONS
Conditions attached were from a United Way Turkey Trot a few years ago. Please reply with any suggestions and/or changes to the conditions.
x-6340 Regina

The issuance of this permit is subject to the following conditions:

1. Applicant and all participants and attendees of the proposed special event shall abide by all parking regulations of the Town. Parking of vehicles shall not restrict Fire-Rescue Department apparatus access any time during the event. Nothing within this permit shall be construed as a waiver of any parking regulation within the Town.
2. The United Way has agreed to staff a Rescue Unit with two (2) off-duty Fire-Rescue personnel. The Reserve Rescue Unit will stand by at Bradley Park area to provide EMS support services during the event from 6:00 a.m. until 9:00 a.m.
3. The Police Department requires that four (4) SAO officers for two (2) hours each for traffic control at three crossing points and start/finish line be scheduled in advance with the Police Department.
4. Obey all traffic rules and regulations regarding parking, loading, and unloading.
5. Parking in the Royal Poinciana Plaza is not permitted.
6. Cleanup Park and roadway of all debris and trash after the event.
7. Obey all Town ordinances.
8. No alcoholic beverages are permitted.

**A COPY OF THIS PERMIT AND ACCOMPANYING SPECIAL CONDITIONS, IF APPLICABLE,
SHALL BE AVAILABLE FOR INSPECTION AT ALL TIMES DURING THE EVENT.**

The attached Special Event was presented to Town Council June 13, 2017. Tom Bradford has asked for an expedited response to this permit. I've used the Clock Tower as a point of reference for the permit, but, please refer to the map attached for routes and race details. - rmk

T-17-01056

RECEIVED

2017 JUN 22 PM12:20 TWN CLERK

TOWN OF PALM BEACH

Office of the Town Clerk

PERMIT FEE
\$150.00

APPLICATION FOR SPECIAL EVENT PERMIT

Application is due in the Town Clerk's office not less than 30 days nor more than 90 days before the event date.

APPLICANT INFORMATION			
Name:	Kenneth R. Kennerly		
Address:	18559 S.E. Palm Island Lane Jupiter, FL 33458	E-mail:	kk@k2sportsventures.com
Phone Number:	() -	Cell Number:	(561) 758- 3582 () -

ORGANIZATION INFORMATION			
Name:	K2 Sports Ventures, LLC		
Address:	3300 PGA Blvd. Suite #800 Palm Beach Gardens, FL 33410	E-mail:	kk@k2sportsventures.com
Phone Number:	(561) 758 - 3582 () -	Cell Number:	(561) 758 - 3582 () -

CONTACT INFORMATION			
Name:	Iva Grady, Race Director		
Address:	401 N. Flagler Dr. West Palm Beach, FL 33401	E-mail:	igrady@palmbeaches.org
Phone Number:	(561) 312 - 2027 () -	Cell Number:	(561) 312 - 2027 () -

EVENT INFORMATION			
Name:	The FITTEAM Palm Beaches Marathon		
Address/ Location:	3300 PGA Blvd. Suite #800 Palm Beach Gardens, FL 33410		
Day and Date	Sunday, December 3, 2017	Hours - 3 hour limit including assembly	4:30 – 7:30 AM
Purpose:	FITTEAM Palm Beaches Marathon Race		
Provide a detailed description of activities – include maps, pictures, and illustrations - Note: no amplified music:			

APPLICATION FOR SPECIAL EVENT PERMIT

Please see attached Course Map request

Approximate number of participants:	3, 000	Approximate number of spectators:	0
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Mailing: Post Office Box 2029, Palm Beach, Florida 33480 • **Location:** 360 South County Road, Palm Beach, Florida 33480 (561) 838-541 6 • Fax (561) 838-5417 • townclerk@townofpalmbeach.com • www.townofpalmbeach.com

TRAFFIC/PARKING INFORMATION

Will support facilities or services such as traffic control and crowd control be needed? If yes, please specify:

No crowd control will be needed. A limited number of police officers will be stationed at the intersections

List the different forms of transportation to be used by participants:

Race participants will be running on foot

Where will event attendees park?

(Note: Royal Poinciana Plaza parking is not permitted.)

City of West Palm Beach

Provide a reasonable estimate of parking volume generated by the event and the type of parking that will be used:

Approximately ten (10) parking spaces for volunteers for the one (1) water station.

Note: Temporary valet services require a separate permit unless the location of the special event possesses a current Town annual valet parking services permit. Failure to secure a temporary valet services permit may result in a fine and or shut down of the non-permitted valet services (www.townofpalmbeach.com) (On the Home page, click on "Doing Business", then go to "Permits and Licenses".)

STRUCTURE/TENT INFORMATION

Will a temporary structure/tent be used? If yes, provide the size (a separate permit is required in the Planning, Zoning, and Building Department for tents/stages):

N/A

INSURANCE INFORMATION

Name of Applicant's Insurance Company:

Philadelphia Indemnity Insurance Company

Address:

1 Bala Plz
Suite 100
Bala Cynwyd, PA 19004

Phone Number:

(610) 617 – 7900

() -

Please attach a Certificate of Insurance naming the Town of Palm Beach as an additional insured under your General Liability policy with limits not less than \$1,000,000.00 per occurrence. There shall also be a 30-day notice of cancellation. **Confirm that the event name, location, and date is added in the Description of Operations box at the bottom of the form.**

Y / N

APPLICATION FOR SPECIAL EVENT PERMIT

CLEANUP INFORMATION

Outline provisions for immediate cleanup after Special Event:

The cones and any disposed trash will be picked up immediately after the last runner. The last runner should be off the island no later than 7:30am and all clean-up finished by then.

PAYMENT INFORMATION

An application fee of \$150.00, **made payable to the Town of Palm Beach**, is required at the time the application is submitted.

For office use only:				
-----------------------------	--	--	--	--

Date payment received:		Cash	Check No.	Credit Card
------------------------	--	------	-----------	-------------

APPLICATION FOR SPECIAL EVENT PERMIT

REGULATIONS

The following regulations apply to all Special Events held within the Town as per the attached Section 106.257 of the Town Code of Ordinances:

1. There shall be no more than one Special Event held at the location requested on any given day, without priority for any particular date, to be granted to the first person to submit a completed application designating that day.
2. The maximum total duration of each Special Event and the assembly thereof shall be three hours.
3. Any signs, props, or displays used in conjunction with the Special Event must be removed immediately after the time permitted for the Special Event has expired.
4. The use of banners, flags (other than flags of official governmental bodies), streamers, balloons, or any similar devices, in connection with the event, shall be prohibited.
5. The use of decorated vehicles and trailers in connection with the event is prohibited.
6. The granting of a Special Event Permit under this article shall not require the complete blockading of streets or intersections to vehicular traffic, and the Town shall be empowered to apportion such streets and intersections for simultaneous use by Special Event participants and vehicular and pedestrian traffic.
7. The concentration of persons and/or vehicles at the Special Event will not interfere unduly with proper fire and police protection of, or ambulance service to areas contiguous to the assembly area or other areas of Town.
8. There are sufficient parking places near the site of the Special Event to accommodate the approximate number of automobiles reasonably expected to be driven to the Special Event.
9. The event is not otherwise in violation of ordinances or regulations of the Town, state, or federal law.

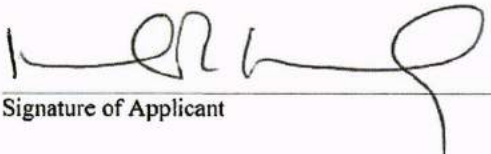
APPLICANT AGREEMENT

The applicant from page 1 by endorsement, agrees to the following statement:

I have read the provisions of the Town Code of Ordinances relating to the regulation of Special Events on public property and agree to abide by all provisions set forth therein including the requirement that the Special Event chairperson or other person heading or leading such Special Event shall carry the Special Event Permit upon his/her person during the conduct of the Special Event and shall present at the Special Event.

Any person determined to be in violation of the provisions of the Town Code regulating Special Events on public property, not relating to revocation of the permit, where such a violation also constitutes violation of any law or regulation of the State, such violation shall be punished in the same manner and with the same limits as is provided by law or regulation, it shall be punished by a fine of not more than \$500.00 or a term of imprisonment not in excess of 60 days, or both such fine and imprisonment, in discretion of the court.

WITNESS:


Signature of Applicant

Kenneth R. Kennerly
Print Name


Signature

Iva GRADY
Print Name



TOWN OF PALM BEACH

Office of Risk Management

RISK MANAGEMENT REVIEW FORM

NAME OF ORGANIZATION PROVIDING SERVICE TO THE TOWN:

K2 Sports Ventures, LLC

PROJECT NAME/NO. _____ SEALED BID/REQUISITION NO. _____

HIRING DEPARTMENT OVERSEEING CONTRACT: Town Clerk

This is to certify that I have reviewed the required Certificate(s) of Insurance submitted by the service provider for the attached contract:



The Certificate of Insurance meets the Town's insurance requirements as outlined in the Town's Administrative Procedure No. 1-17-4 contingent upon receiving current it



The Certificate of Insurance does **not** meet the Town's insurance requirements as outlined in the Town's Administrative Procedure No. 1-17-4. The following inadequacies have been noted which must be addressed prior to commencement of work or said activity:



General Liability coverage is not adequate _____



Town of Palm Beach is not endorsed as an additional insured for General Liability coverage approval contingent upon receiving current ins policy



Auto Liability coverage is not adequate _____



Workers' Compensation and Employer's Liability coverage is not adequate

0 _____



Professional Liability coverage is not adequate



Other

This 7th day of July 2017

Karen Temme, Risk Manager
Jay Boodheshwar, Deputy Town Manager

Dear USATF Sanction holders and Insurance Certificate holders:

As the National Governing Body for track and field, long-distance running and race walking in the United States, USA Track & Field (USATF) provides sanctions which approve and license the hosting of competitive track & field, long distance running and race walking events in the United States. As part of sanctioning, USATF provides Commercial General Liability insurance coverage for the protection and benefit of its active member clubs, associations, event organizers, facility owners and individual members in connection with sanctioned events.

The current USATF General Liability program is scheduled to expire on 11/1/2017. In August we will begin the process of renewing the program for another annual term effective 11/01/2017-11/1/2018. The program will seek to provide similar limits to the expiring policies as follows:

Per Occurrence Limit	\$1,000,000
General Aggregate Limit (Per Event)	\$3,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate Limit	\$3,000,000
Damage to Premises Rented to You (7 Days or Less)	\$1,000,000
Abuse and Molestation (Each Occurrence)	\$1,000,000*
Abuse and Molestation (Aggregate)	\$2,000,000*
Participant Legal Liability	Included
<i>*Subject to a valid background check</i>	

Excess coverage of \$10,000,000 is available for third parties who require additional coverage.

We expect to finalize the renewal by October, and will immediately begin issuing certificates for those USATF sanctioned events taking place in the month of November and beyond.

Sincerely,

Ian Campbell
Certificate Coordinator, ESIX

CC: Mike Price, President, ESIX
Kelly Pribbenow, Account Executive, ESIX

Current Membership #

Login

Don't know your current membership number or password?

Join/Renew Now

USA TRACK & FIELD**USATF STORE****USATF Online Membership Registration**

Membershiptransactionstransactions



THANK YOU

YOUR MEMBERSHIP IS CONFIRMED

Thank you for joining the World's #1 Team!

Your permanent membership # is:
1719718973

Additional details regarding your membership have been sent to the email address you listed on your profile.

Name: Kenneth R. Kennerly
Gender: Male
Birthdate: 12-09-1964 (not verified)
Citizenship: USA

Home E-mail: kk@k2sportsventures.com

Date Applied: 6/20/2017 11:34:29 AM PT
Membership Fee: \$30.00
Donation Amt.: \$0.00
Total Amt. Paid: \$30.00
Payment ID: AP0PE809784A

Membership Expiration: 2017-12-31

Association: Florida
Association Phone: 904-616-9373
Association Email: president@florida.usatf.org

Club: (14-)

If you need to add or change the club listed on your profile, please contact your local Association directly.

Are you planning to compete this year? Some competitions require date-of-birth verification. Please email a Birth Certificate or Passport to your local Association as soon as possible to ensure your eligibility.

Thank you for joining the World's #1 Team!

Your permanent membership # is:

1719718973

Additional details regarding your membership have been sent to the email address you listed on your profile.

Name: Kenneth R. Kennerly

Gender: Male

Birthdate: 12-09-1964 **(not verified)**

Citizenship: USA

Home E-mail: kk@k2sportsventures.com

Date Applied: 6/20/2017 11:34:29 AM PT

Membership Fee: \$30.00

Donation Amt.: \$0.00

Total Amt. Paid: \$30.00

Payment ID: AP0PE809784A

Membership Expiration: 2017-12-31

Association: Florida

Association Phone: 904-616-9373

Association

Email: president@florida.usatf.org

Club: (14-)

If you need to add or change the club listed on your profile, please contact your local Association directly.

Are you planning to compete this year? Some competitions require date-of-birth verification. Please email a Birth Certificate or Passport to your local Association as soon as possible to ensure your eligibility.

Check out your membership now and redeem your \$10 discount at the USATF Online Store! Log into myUSATF with your membership # listed above. (You will find your discount code on Page 3.) Your membership card will arrive by mail in 2-3 weeks.

Hello, Kenneth Membership Expires 12/31/2017

[Renew](#)[My Profile](#)[myUSATF](#)[Logout](#)

COI applied
for. Will
forward once
received. -
rmk

[ABOUT](#) [EVENTS/CALENDAR](#) [NEWS](#) [STATS](#) [ATHLETE BIOS](#) [PRODUCTS/SERVICES](#) [SPORTS](#) [RESOURCES FOR...](#)

USATF Event Sanction Application - Confirmation

Please print this page for your records

Your event sanction application for the **Palm Beaches Marathon** on 12/3/2017 has been submitted. USATF and the USATF Association in which this event is taking place will review the application and approve or deny it. Please allow 7-10 business days for your application to be processed. You will receive an email should we encounter any problems when reviewing your sanction.

Third-party certificates will be reviewed and issued upon approval of the event sanction application.

Sanction number:	17-14-175	
Event being sanctioned:	Palm Beaches Marathon West Palm Beach, FL, US 12/3/2017	\$2,210.00
Third-party certificates:	City of West Palm Beach	\$0.00
	Town of Palm Beach	\$0.00
	City of Lake Worth	\$0.00
Grand Total:		\$2,210.00

* fee is based on an event size of 2,001-4,000 participants organized by a non-member organization in the Florida Association ([more info](#))

Payment Details

Date:	6/20/2017 1:43:45 PM PT
Amount:	\$2,210.00
Payment ID:	AP0PE80B06B3

All sanctions and third-party certificate requests are non-transferable and non-refundable.

Please note, when organizing your event, USATF recommends that you refer to the safety materials available at www.usatf.org/Products---Services/Event-Sanctions/Forms.aspx



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Associations
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Race Walking
Mountain / Ultra / Trail

Groups

Youth Athletes
Masters Athletes
Elite Athletes
Athlete Alumni
Coaches
Officials
Athlete Representatives
Event Directors
Media

Events

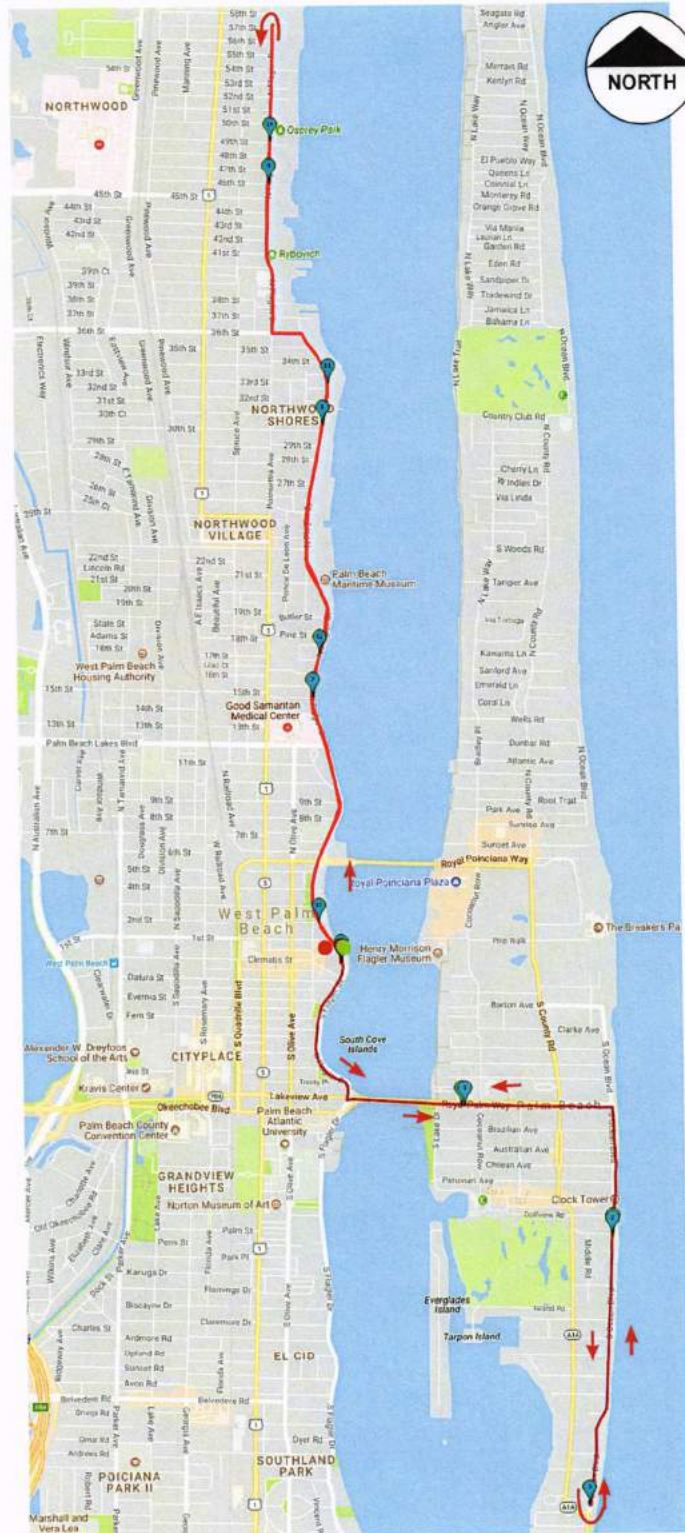
Search the Calendar
Team USA Events
National Championships
USA Running Circuit
USATF Championship Series
Television Schedule
USATF Annual Meeting

Customer Service

Log In
Individual Memberships
Club Memberships
Store Returns & Exchanges
Store Affiliate Program
Contact Us
Privacy & Other Policies



HALF MARATHON



DISTANCE:
13.1 MILES

- RACE PATH →
- START ●
- FINISH ●
- MILEMARKER ●



FULL MARATHON



DISTANCE:
26.2 MILES

RACE PATH →

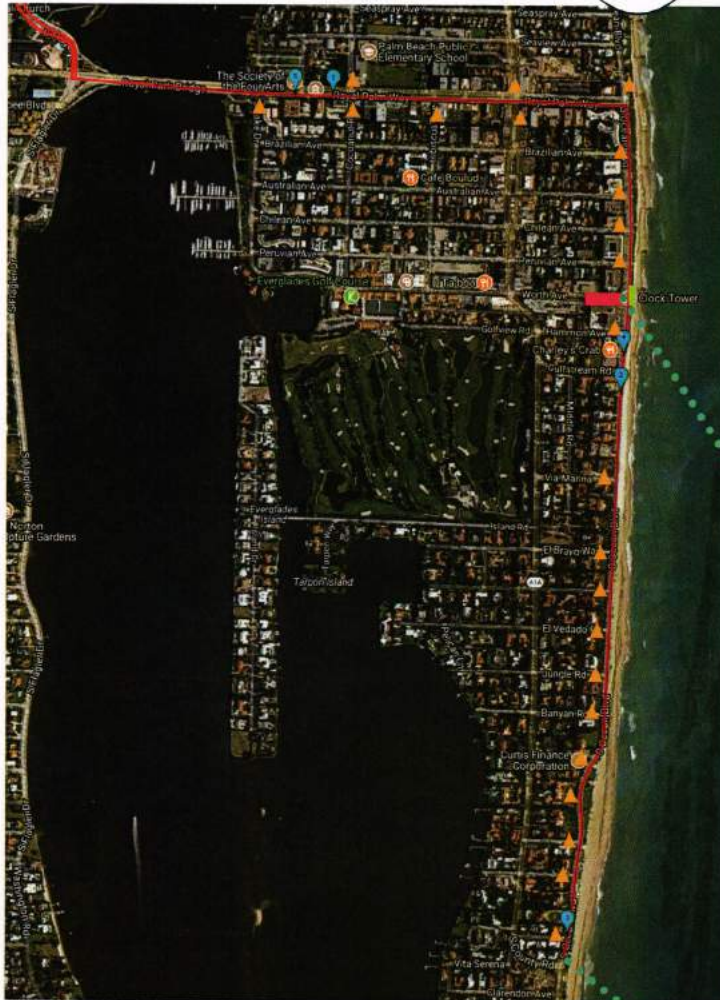
START ●

FINISH ●

MILEMARKER ●

COURSE MAP

Palm Beach



Mile 1 (Royal Palm Way/Cocoanut Rd)
First runner: 6:05AM
Last runner: 6:15AM

Mile 3 (Via Vizcaya/S Ocean Blvd)
First Runner: 6:16AM
Last Runner: 6:45AM

Mile 5 (Royal Palm Way by the bridge)
First Runner: 6:26AM
Last Runner: 7:15AM

Water Station South Ocean Blvd
east of Worth Avenue.
Volunteer parking (10 vehicles) on Worth Avenue



Turnaround on South Ocean Blvd
north of S County Rd



RACE PATH →
CONES ▲
WATER STATION ■
MILE MARKER ●
VOLUNTEER PARKING ■
Markers not to scale

Town of Palm Beach
Finance Department
360 S. County Rd
Palm Beach, FL 33410
www.townofpalmbeach.com
Welcome

007795-0023 Veronica 06/22/2017 12:27PM

FINANCE

Payment Tran Code:
Clerk's Office (Clerk)
Description: Dennis Graby
Clerk's Office

150.00

001.369.990

150.00C

150.00

Subtotal

150.00

Total

150.00

CHECK

150.00

Check Number 00646

Change due

0.00



Thank you for your payment

CUSTOMER COPY

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda

Regular Agenda - New Business

Agenda Title

RESOLUTION NO. 124-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Providing for the Removal of the Historic/Specimen Tree at 446 North Lake Way and Relocation to Bradley Park, Providing an Effective Date.

Presenter

H. Paul Brazil, P.E., Director of Public Works

ATTACHMENTS:

- ▣ **Memorandum dated Jun 12, 2017, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 124-2017**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Removal and Relocation of Historic/Specimen Tree from 446 North Lake Way
Resolution No. 124-2017

DATE: June 12, 2017

STAFF RECOMMENDATION

Town staff requests that Town Council offer guidance on Resolution No. 124-2017 concerning the removal and relocation of the historic/specimen green buttonwood tree from 446 North Lake Way to Bradley Park.

GENERAL INFORMATION

There are ninety-nine (99) trees on the island that have been designated as historic or specimen trees. These trees are inspected annually by the Town arborist and are registered to the property by the Palm Beach County Clerk of Courts. Section 126 of the Town Ordinance deals with all aspects of the care, trimming and maintenance of these trees. Section 126 – 58 (a) states that no tree may be moved except after written permission duly obtained by application to and after a hearing before the Town Council.

Town staff has been contacted by the attorney representing the owners of the residence at 446 North Lake Way regarding the possible relocation of the historic/specimen tree at that location. The tree is a green buttonwood and is on the west side of the property approximately twenty (20) feet from the seawall. The owners at first requested a relocation of the tree to either the southwest edge of the lot or the front of the property. After reviewing this request, The Town arborist is of the opinion that moving the tree to the southwest edge of the property where it would remain next to the seawall is the only viable option.

Subsequent to that opinion, the attorney contacted Jorge Sanchez and the Preservation Society concerning a possible relocation to Bradley Park adjacent to the seawall and lake trail. The Town Arborist and staff reviewed this new proposed location and feel that the tree may have a better chance of survival in this requested location. The relocation to Bradley Park would also necessitate the relocation of an existing date palm to another location in the Park. If relocation is approved by the Town Council, all relocation and planting costs would be at the expense of the property owners at 446 North Lake Way. The Town ordinance requires the replacement of any historic/specimen tree that does not survive the transplanting process to be replaced with two (2) trees of equal size and all parties agree this would be the applicable to this relocation request.

The Preservation Foundation and the Garden Club of Palm Beach support the relocation of the tree.

Subject to Town Council approval, the relocated buttonwood tree will be removed from the record at 446 North Lake Way and re-recorded at Bradley Park with the Palm Beach County Clerk.

FUNDING/FISCAL IMPACT:

Please note that if the Town approves the relocation of the tree to Town property, the Town will become the owner of the tree and will be responsible for all future maintenance costs for the life of the tree. This cost will be paid for from the Public Works operating budget that has already been impacted by the Town Square landscape maintenance and will be impacted by the Bradley Park improvements.

TOWN ATTORNEY REVIEW

The Town Attorney has reviewed this Resolution and approved it for legal form and sufficiency.

Attachments

cc: John Page, Director of Planning, Zoning & Building Department
Eric B. Brown, P.E., Assistant Director of Public Works/Operations
Brett Madison, Facilities Maintenance Division Manager
Sugar Thebault, President, Garden Club of Palm Beach
Richard Maxwell, Town Arborist

RESOLUTION NO. 124-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR THE REMOVAL OF THE HISTORIC/SPECIMEN TREE AT 446 NORTH LAKE WAY AND RELOCATION TO BRADLEY PARK, PROVIDING AN EFFECTIVE DATE.

* * * * *

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The green buttonwood tree (botanical name Conocarpus Erectus) designated as a historic or specimen tree shall be removed from 446 North Lake Way:

<u>PCN/Legal</u>	<u>Location</u>	<u>Count</u>	<u>Common Name</u>	<u>Botanical Name</u>
50-43-43-15-00-001-0010	446 North Lake Way	1	Green Buttonwood	Conocarpus Erectus

Section 2. The relocation of the green buttonwood tree will be removed from the record at 446 North Lake Way and re-recorded at Bradley Park with the Palm Beach County Clerk.

<u>PCN/Legal</u>	<u>Location</u>
50-43-43-22-00-000-1010	Bradley Park - North West Corner Adjacent to Seawall

Section 3. This Resolution shall become effective upon its adoption as provided by law.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of July 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Gwendolynn Peirce, CMC, Acting Town Clerk

Margaret A. Zeidman, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda

Regular Agenda - New Business

Agenda Title

Authorization for Use of Florida Power & Light LED Lighting

Presenter

H. Paul Brazil, P.E., Director of Public Works

ATTACHMENTS:

- ▣ **Memorandum dated June 26, 2017, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Photos**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

FROM: H. Paul Brazil, P.E., Director of Public Works

RE: Authorization for Use of Florida Power & Light LED Lighting

DATE: June 26, 2017

STAFF RECOMMENDATION

Town staff recommends Town Council authorize the use of Florida Power & Light (FPL) LED Lighting Town-wide.

GENERAL INFORMATION

On March 28, 2017, the Public Service Commission approved the FPL LT-1 Street Light Tariff. The tariff provides for the installation of FPL owned Light Emitting Diodes (LED) lights at no upfront cost to the customers for projects requiring common construction practices. The tariff allows FPL to offer a variety of LED street lights and area light solutions for converting Town owned and maintained lights to LEDs and installing new LED street and area lights. The tariff is billed monthly based on the fixture and pole selected, associated energy charges, and additional monthly charges for dedicated light poles and conversions. The FPL LT-1 Tariff was recently launched in Miami-Dade County with Miami Springs being the first Municipality to sign up to replace 722 of their lights.

Discussions with street light manufacturers have indicated that High Pressure Sodium (HPS) fixtures will be phased out in the future and replaced with LED fixtures that offer superior color rendition and differentiation, higher efficiency, and greater variety of choices.

The LED lights offered by the FPL LT-1 Tariff are smart street lights that will use smart grid technology, and be equipped with “Smart Nodes” that can auto-generate trouble tickets. This will reduce the time it takes to discover and repair an outage or other light related issues and, also allow for FPL to know there is an issue, what the issue is, and reduce the response time to make the repair.

The new LT-1 tariff, allows FPL to offer dozens of street and area lighting options from leading LED manufacturers such as CREE, GE, Cooper, Holophane, and AEL. There are poles offered under the FPL LT-1 tariff that have a similar appearance to the poles that the Town previously standardized on for use on Town projects. Attached are photos of the Town’s standard pole and the FPL LT-1 Tariff pole that is similar in appearance.

The Town evaluated the cost of opting for the FPL LT-1 Tariff LED street lights versus the Town installing new Town owned street lights. The evaluation was for South Ocean Boulevard from Sloan's Curve south to Lake Avenue using the teardrop fixture, arm, and decorative poles. The results of evaluation showed that the FPL LT-1 Tariff will save the Town approximately \$1,700,000 of up-front capital and reduce the overall cost of the street lighting over the assumed 30-year life of the street lights by approximately \$750,000.

Should Town Council approve the use of FPL LED lighting along South Ocean Boulevard between Sloan's Curve and Lake Avenue, the Town Manager would authorize FPL to design and develop a binding cost estimate for the project. The cost for the design is included in FPL's LT-1 Tariff. The FPL design fee would only be billed should the Town decide not to move forward with the project. Once FPL receives authorization and proposed location for the street lights, it will take FPL approximately 6-8 weeks to develop the design and binding cost estimate for the project. Staff would return to Town Council at a later date with that FPL binding cost estimate for approval. If approved, Public Works would then process a deductive change order to Whiting Turner's Town-wide Overhead Utility Undergrounding - Phase 1 South Guaranteed Maximum Price (GMP) to remove the street lighting scope of work that will be performed by FPL. FPL would finalize the design and the Town would enter into an agreement with FPL for the LT-1 Tariff. FPL would then schedule construction of the project to start within 6-8 weeks. This schedule allows sufficient time for FPL to complete their design and construct the street light improvements prior to November 2018 and within Whiting Turner's contracting schedule for the Town-wide Overhead Utility Undergrounding Project.

FUNDING/FISCAL IMPACT

The Town is presently funding the decorative street lights from Sloan's Curve to Lake Avenue through the Accelerated Capital Improvement Program Phase 2. These funds will be utilized to perform other capital improvements identified in the 5 year Capital Improvement Plan.

TOWN ATTORNEY REVIEW

This item has been reviewed by the Town Attorney.

Attachments

cc. Jane Struder, Director of Finance
Patricia Strayer, P.E., Town Engineer
Michael Roach, P.E., Project Engineer
Jeffrey Sanon, P.E., Project Engineer
Dean Mealy, Purchasing Manager



FPL LT-1 Tariff
(Teardrop)



Town Standard
(Teardrop)

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda

Regular Agenda - New Business

Agenda Title

RESOLUTION NO. 125-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding RFQ No. 69-2017 and Approving a Construction Contract to Triple M Roofing Corp. for the Pump Station S-2 and Bradley Park Tea House Re-Roofing in the Amount of \$134,800 and Establishing a Construction Phase Budget of \$150,000.

H. Paul Brazil, P.E., Director of Public Works

Presenter

ATTACHMENTS:

- ▣ **Memorandum dated June 28 2017, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 125-2017**
- ▣ **Bid Tab Sheet**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

FROM: H. Paul Brazil, P. E., Director of Public Works

RE: Award RFQ No. 69-2017 and Approve a Construction Contract for the Pump Station S-2 and Bradley Park Tea House Re-Roofing
Resolution No. 125-2017

DATE: June 28, 2017

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 125-2017 awarding RFQ No. 69-2017 and approving a construction contract to Triple M Roofing, Corp., for the Pump Station S-2 and Bradley Park Tea House Re-Roofing Project in the amount of \$134,800 and establishing a Construction Phase Budget of \$150,000.

GENERAL INFORMATION

In September 2016, Knopf and Associates, Inc. conducted a condition assessment of various Town facility roofs. The assessment allowed staff to prioritize the roofs that are in need of immediate attention and those that can wait for the next cycle of improvement work. The facilities selected for improvements during this construction season are the S-2 In-line Pump Station and the Bradley Park Tea House (Casino). Both of these buildings are located within Bradley Park. The re-roofing will be coordinated with the Bradley Park Improvements that are currently ongoing.

The Town received three (3) quotes on June 28, 2017 (a copy of the tabulation sheet is attached). The quotes ranged from \$134,800 to \$155,035.

The low, responsive, responsible bid was from Triple M Roofing, Corp. in the amount of \$134,800. Staff recommends awarding a construction contract to Triple M Roofing, Corp., for the bid amount of \$134,800, and establishing a construction phase budget of \$150,000.

FUNDING/FISCAL IMPACT

Funding for this project is contained within the Town's Public Works General Capital Improvements Fund (Pay-As-You-Go Fiscal Year 2017 budget).

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and approved as recommended.

TOWN ATTORNEY REVIEW

This Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachments

cc: Eric Brown, P.E., Assistant Director of Public Works
Jane Struder, Director of Finance
Patricia Strayer, P.E., Town Engineer
Jeffrey Sanon, P.E., Project Engineer
Dean Mealy, Purchasing Manager

RESOLUTION NO. 125-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED RFQ NO. 69-2017 AND APPROVING A CONSTRUCTION CONTRACT TO TRIPLE M ROOFING CORP. FOR THE PUMP STATION S-2 AND BRADLEY PARK TEA HOUSE RE-ROOFING IN THE AMOUNT OF \$134,800 AND ESTABLISHING A CONSTRUCTION PHASE BUDGET OF \$150,000.

* * * * *

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The Town Council of the Town of Palm Beach hereby awards RFQ No. 69-2017 and approves a construction contract to Triple M Roofing, Corp. in the amount of \$134,800 for the Pump Station S-2 and Bradley Park Tea House Re-Roofing and establishes a construction phase budget of \$150,000.

Section 2. The Town Manager is hereby authorized to execute this contract on behalf of the Town of Palm Beach for this improvement.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the completion of the said project work, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of July 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Gwendolynn Peirce, CMC, Acting Town Clerk

Margaret A. Zeidman, Town Council Member



TOWN OF PALM BEACH
Bid No. 2017-30

**PUMP STATION S-2 AND BRADLEY
 PARK TEA HOUSE RE-ROOFING**

TABULATION

Due: 6/28/17 @ 2 p.m.

 TOWN OF PALM BEACH Bid No. 2017-30 PUMP STATION S-2 AND BRADLEY PARK TEA HOUSE RE-ROOFING TABULATION Due: 6/28/17 @ 2 p.m.		Vendor:		Triple M Roofing Corp.	Certified Roofing Specialist, Inc	Hi-Tech & Sheet Metal , Inc.
		Address:		914 NW 19th Avenue Ft. Lauderdale, FL 33311	3440 NW 25th Avenue Pompano Beach, FL 33069	2266 4th Avenue North Lake Worth, FL 33461
		Telephone:		954-524-7000	954-781-7663	561-586-3110
		Fax:		954-524-0248	954-943-7833	561-586-5198
		Contact:		Thomas J. Milanesi	Eugene O. Fall, President	Michael J. Daley / President
Item No.	Description	QTY/Unit of Measure	Total Price	Total Price	Total	
1	Furnish all labor, materials, equipment, services and incidentals necessary to re-roofing the S-2 Pump Station.	LUMP SUM	\$ 99,700.00	\$ 127,650.00	\$ 114,280.00	
2	Furnish all labor, materials, equipment, services and incidentals necessary to re-roofing the Bradley Park Tea House.	LUMP SUM	\$ 35,100.00	\$ 48,765.00	\$ 40,755.00	
Total Lump Sum		\$	134,800.00	\$ 176,415.00	\$ 155,035.00	

ALTERNATE BID (TOWN DIRECTLY PRE-PURCHASING ROOF TILES):

1	Furnish all labor, materials, equipment, services and incidentals necessary to re-roofing the S-2 Pump Station. (Roofing Tiles only Supplied by Owner)	LUMP SUM	\$ 95,260.00	\$ 118,650.00	\$ 108,960.00
2	Furnish all labor, materials, equipment, services and incidentals necessary to re-roofing the Bradley Park Tea House. (Roofing Tiles only Supplied by Owner)	LUMP SUM	\$ 31,560.00	\$ 43,210.00	\$ 36,165.00
Total Lump Sum			\$ 126,820.00	\$ 161,860.00	\$ 145,125.00

Note: All three quotes were sent by email to Duke Basha



TOWN OF PALM BEACH

Bid No. 2017-30

**PUMP STATION S-2 AND BRADLEY
PARK TEA HOUSE RE-ROOFING**

Vendor:
Address:
Telephone:
Fax:
Contact:

TABULATION

Due: 6/28/17 @ 2 p.m.

Item No.	Description	QTY/Unit of Measure
1	Furnish all labor, materials, equipment, services and incidentals necessary to re-roofing the S-2 Pump Station.	LUMP SUM
2	Furnish all labor, materials, equipment, services and incidentals necessary to re-roofing the Bradley Park Tea House.	LUMP SUM

Total Lump Sum

ALTERNATE BID (TOWN DIRECTLY PRE-PUR

1	Furnish all labor, materials, equipment, services and incidentals necessary to re-roofing the S-2 Pump Station. (Roofing Tiles only Supplied by Owner)	LUMP SUM
2	Furnish all labor, materials, equipment, services and incidentals necessary to re-roofing the Bradley Park Tea House. (Roofing Tiles only Supplied by Owner)	LUMP SUM

Total Lump Sum

Note: All three quotes were sent by email to Duke Basha

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda

Regular Agenda - New Business

Agenda Title

Code Enforcement Process Review

Kirk W. Blouin, Director of Public Safety

Presenter

ATTACHMENTS:

- ▣ **Memorandum Dated July 5, 2017, From Kirk W. Blouin, Director of Public Works**
- ▣ **2016 Florida Statutes, Code Enforcement Process Review, Back-up**
- ▣ **Inspector Entering Private Property, Code Enforcement Process Review, Back-up**
- ▣ **Code Enforcement Search of Private Property, Code Enforcement Process Review, Back-up**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 11th, 2017

To: Mayor and Town Council
Via: Thomas G. Bradford, Town Manager
From: Kirk W. Blouin, Director of Public Safety
Re: Code Enforcement Process Review
Date: July 5, 2017

STAFF RECOMMENDATION

Staff recommends the Mayor and Town Council hear a report from Public Safety Director, Kirk Blouin, regarding the code enforcement process in the Town.

GENERAL INFORMATION

Director Blouin will provide an overview of the Town's code enforcement process and the laws that the Town must adhere to pursuant to Florida State Statute, Chapter 162, and rights afforded to citizens under United States Constitution.

cc: John C Randolph, Town Attorney

Select Year: 2016 

The 2016 Florida Statutes

Title XI	Chapter 162	View Entire Chapter
COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS	COUNTY OR MUNICIPAL CODE ENFORCEMENT	

CHAPTER 162 COUNTY OR MUNICIPAL CODE ENFORCEMENT

PART I LOCAL GOVERNMENT CODE ENFORCEMENT BOARDS (ss. 162.01-162.13)

PART II SUPPLEMENTAL COUNTY OR MUNICIPAL CODE OR ORDINANCE ENFORCEMENT PROCEDURES (ss. 162.21-162.30)

PART I LOCAL GOVERNMENT CODE ENFORCEMENT BOARDS

- 162.01 Short title.
- 162.02 Intent.
- 162.03 Applicability.
- 162.04 Definitions.
- 162.05 Local government code enforcement boards; organization.
- 162.06 Enforcement procedure.
- 162.07 Conduct of hearing.
- 162.08 Powers of enforcement boards.
- 162.09 Administrative fines; costs of repair; liens.
- 162.10 Duration of lien.
- 162.11 Appeals.
- 162.12 Notices.
- 162.125 Actions for money judgments under this chapter; limitation.
- 162.13 Provisions of act supplemental.

162.01 Short title.—Sections 162.01-162.13 may be cited as the “Local Government Code Enforcement Boards Act.”

History.—s. 1, ch. 80-300; s. 72, ch. 81-259; s. 1, ch. 82-37.

Note.—Former s. 166.051.

162.02 Intent.—It is the intent of this part to promote, protect, and improve the health, safety, and welfare of the citizens of the counties and municipalities of this state by authorizing the creation of administrative boards with authority to impose administrative fines and other noncriminal penalties to provide an equitable, expeditious, effective, and inexpensive method of enforcing any codes and ordinances in force in counties and municipalities, where a pending or repeated violation continues to exist.

History.—s. 1, ch. 80-300; s. 2, ch. 82-37; s. 1, ch. 85-150; s. 1, ch. 86-201; s. 1, ch. 89-268.

Note.—Former s. 166.052.

162.03 Applicability.—

(1) Each county or municipality may, at its option, create or abolish by ordinance local government code enforcement boards as provided herein.

(2) A charter county, a noncharter county, or a municipality may, by ordinance, adopt an alternate code enforcement system that gives code enforcement boards or special magistrates designated by the local governing body, or both, the authority to hold hearings and assess fines against violators of the respective county or municipal codes and ordinances. A special magistrate shall have the same status as an enforcement board under this chapter. References in this chapter to an enforcement board, except in s. 162.05, shall include a special magistrate if the context permits.

History.—ss. 1, 2, ch. 80-300; s. 3, ch. 82-37; s. 2, ch. 86-201; s. 1, ch. 87-129; s. 2, ch. 89-268; s. 2, ch. 99-360; s. 63, ch. 2004-11.

Note.—Former s. 166.053.

162.04 Definitions.—As used in ss. 162.01-162.13, the term:

(1) “Local governing body” means the governing body of the county or municipality, however designated.

(2) “Code inspector” means any authorized agent or employee of the county or municipality whose duty it is to assure code compliance.

(3) “Local governing body attorney” means the legal counselor for the county or municipality.

(4) “Enforcement board” means a local government code enforcement board.

(5) “Repeat violation” means a violation of a provision of a code or ordinance by a person who has been previously found through a code enforcement board or any other quasi-judicial or judicial process, to have violated or who has admitted violating the same provision within 5 years prior to the violation, notwithstanding the violations occur at different locations.

History.—s. 1, ch. 80-300; s. 4, ch. 82-37; s. 10, ch. 83-216; s. 3, ch. 86-201; s. 3, ch. 89-268; s. 3, ch. 99-360; s. 22, ch. 2001-60.

Note.—Former s. 166.054.

162.05 Local government code enforcement boards; organization.—

(1) The local governing body may appoint one or more code enforcement boards and legal counsel for the enforcement boards. The local governing body of a county or a municipality that has a population of less than 5,000 persons may appoint five-member or seven-member code enforcement boards. The local governing body of a county or a municipality that has a population equal to or greater than 5,000 persons must appoint seven-member code enforcement boards. The local governing body may appoint up to two alternate members for each code enforcement board to serve on the board in the absence of board members.

(2) Members of the enforcement boards shall be residents of the municipality, in the case of municipal enforcement boards, or residents of the county, in the case of county enforcement boards.

Appointments shall be made in accordance with applicable law and ordinances on the basis of experience or interest in the subject matter jurisdiction of the respective code enforcement board, in the sole discretion of the local governing body. The membership of each enforcement board shall, whenever possible, include an architect, a businessperson, an engineer, a general contractor, a subcontractor, and a realtor.

(3)(a) The initial appointments to a seven-member code enforcement board shall be as follows:

1. Two members appointed for a term of 1 year each.
2. Three members appointed for a term of 2 years each.
3. Two members appointed for a term of 3 years each.

(b) The initial appointments to a five-member code enforcement board shall be as follows:

1. One member appointed for a term of 1 year.
2. Two members appointed for a term of 2 years each.
3. Two members appointed for a term of 3 years each.

Thereafter, any appointment shall be made for a term of 3 years.

(c) The local governing body of a county or a municipality that has a population of less than 5,000 persons may reduce a seven-member code enforcement board to five members upon the simultaneous expiration of the terms of office of two members of the board.

(d) A member may be reappointed upon approval of the local governing body.

(e) An appointment to fill any vacancy on an enforcement board shall be for the remainder of the unexpired term of office. If any member fails to attend two of three successive meetings without cause and without prior approval of the chair, the enforcement board shall declare the member's office vacant, and the local governing body shall promptly fill such vacancy.

(f) The members shall serve in accordance with ordinances of the local governing body and may be suspended and removed for cause as provided in such ordinances for removal of members of boards.

(4) The members of an enforcement board shall elect a chair, who shall be a voting member, from among the members of the board. The presence of four or more members shall constitute a quorum of any seven-member enforcement board, and the presence of three or more members shall constitute a quorum of any five-member enforcement board. Members shall serve without compensation, but may be reimbursed for such travel, mileage, and per diem expenses as may be authorized by the local governing body or as are otherwise provided by law.

(5) The local governing body attorney shall either be counsel to an enforcement board or shall represent the municipality or county by presenting cases before the enforcement board, but in no case shall the local governing body attorney serve in both capacities.

History.—s. 1, ch. 80-300; s. 5, ch. 82-37; s. 4, ch. 86-201; s. 2, ch. 87-129; s. 4, ch. 89-268; s. 1, ch. 94-291; s. 1441, ch. 95-147.

Note.—Former s. 166.055.

162.06 Enforcement procedure.—

(1) It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes; however, no member of a board shall have the power to initiate such enforcement proceedings.

(2) Except as provided in subsections (3) and (4), if a violation of the codes is found, the code inspector shall notify the violator and give him or her a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the code inspector shall notify an enforcement board and request a hearing. The code enforcement board, through its clerical staff, shall schedule a hearing, and written notice of such hearing shall be hand delivered or mailed as provided in

s. 162.12 to said violator. At the option of the code enforcement board, notice may additionally be served by publication or posting as provided in s. 162.12. If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the code inspector, the case may be presented to the enforcement board even if the violation has been corrected prior to the board hearing, and the notice shall so state.

(3) If a repeat violation is found, the code inspector shall notify the violator but is not required to give the violator a reasonable time to correct the violation. The code inspector, upon notifying the violator of a repeat violation, shall notify an enforcement board and request a hearing. The code enforcement board, through its clerical staff, shall schedule a hearing and shall provide notice pursuant to s. 162.12. The case may be presented to the enforcement board even if the repeat violation has been corrected prior to the board hearing, and the notice shall so state. If the repeat violation has been corrected, the code enforcement board retains the right to schedule a hearing to determine costs and impose the payment of reasonable enforcement fees upon the repeat violator. The repeat violator may choose to waive his or her rights to this hearing and pay said costs as determined by the code enforcement board.

(4) If the code inspector has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare or if the violation is irreparable or irreversible in nature, the code inspector shall make a reasonable effort to notify the violator and may immediately notify the enforcement board and request a hearing.

(5) If the owner of property that is subject to an enforcement proceeding before an enforcement board, special magistrate, or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:

(a) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.

(b) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.

(c) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.

(d) File a notice with the code enforcement official of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within 5 days after the date of the transfer.

A failure to make the disclosures described in paragraphs (a), (b), and (c) before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held.

History.—s. 1, ch. 80-300; s. 5, ch. 86-201; s. 1, ch. 87-391; s. 5, ch. 89-268; s. 2, ch. 94-291; s. 1442, ch. 95-147; s. 2, ch. 96-385; s. 4, ch. 99-360; s. 64, ch. 2004-11.

Note.—Former s. 166.056.

162.07 Conduct of hearing.—

(1) Upon request of the code inspector, or at such other times as may be necessary, the chair of an enforcement board may call a hearing of an enforcement board; a hearing also may be called by written notice signed by at least three members of a seven-member enforcement board or signed by at least two members of a five-member enforcement board. Minutes shall be kept of all hearings by each enforcement board, and all hearings and proceedings shall be open to the public. The local governing

body shall provide clerical and administrative personnel as may be reasonably required by each enforcement board for the proper performance of its duties.

(2) Each case before an enforcement board shall be presented by the local governing body attorney or by a member of the administrative staff of the local governing body. If the local governing body prevails in prosecuting a case before the enforcement board, it shall be entitled to recover all costs incurred in prosecuting the case before the board and such costs may be included in the lien authorized under s. 162.09(3).

(3) An enforcement board shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The enforcement board shall take testimony from the code inspector and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.

(4) At the conclusion of the hearing, the enforcement board shall issue findings of fact, based on evidence of record and conclusions of law, and shall issue an order affording the proper relief consistent with powers granted herein. The finding shall be by motion approved by a majority of those members present and voting, except that at least four members of a seven-member enforcement board, or three members of a five-member enforcement board, must vote in order for the action to be official. The order may include a notice that it must be complied with by a specified date and that a fine may be imposed and, under the conditions specified in s. 162.09(1), the cost of repairs may be included along with the fine if the order is not complied with by said date. A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. If an order is recorded in the public records pursuant to this subsection and the order is complied with by the date specified in the order, the enforcement board shall issue an order acknowledging compliance that shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance.

History.—s. 1, ch. 80-300; s. 6, ch. 82-37; s. 44, ch. 83-217; s. 6, ch. 86-201; s. 6, ch. 89-268; s. 3, ch. 94-291; s. 1443, ch. 95-147; s. 2, ch. 95-297.

Note.—Former s. 166.057.

162.08 Powers of enforcement boards.—Each enforcement board shall have the power to:

- (1) Adopt rules for the conduct of its hearings.
- (2) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by the sheriff of the county or police department of the municipality.
- (3) Subpoena evidence to its hearings.
- (4) Take testimony under oath.
- (5) Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.

History.—s. 1, ch. 80-300; s. 7, ch. 82-37; s. 7, ch. 86-201; s. 7, ch. 89-268.

Note.—Former s. 166.058.

162.09 Administrative fines; costs of repair; liens.—

- (1) An enforcement board, upon notification by the code inspector that an order of the enforcement board has not been complied with by the set time or upon finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the enforcement board for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat

violation is found to have occurred by the code inspector. In addition, if the violation is a violation described in s. 162.06(4), the enforcement board shall notify the local governing body, which may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant to this section. Making such repairs does not create a continuing obligation on the part of the local governing body to make further repairs or to maintain the property and does not create any liability against the local governing body for any damages to the property if such repairs were completed in good faith. If a finding of a violation or a repeat violation has been made as provided in this part, a hearing shall not be necessary for issuance of the order imposing the fine. If, after due notice and hearing, a code enforcement board finds a violation to be irreparable or irreversible in nature, it may order the violator to pay a fine as specified in paragraph (2)(a).

(2)(a) A fine imposed pursuant to this section shall not exceed \$250 per day for a first violation and shall not exceed \$500 per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to subsection (1). However, if a code enforcement board finds the violation to be irreparable or irreversible in nature, it may impose a fine not to exceed \$5,000 per violation.

(b) In determining the amount of the fine, if any, the enforcement board shall consider the following factors:

1. The gravity of the violation;
2. Any actions taken by the violator to correct the violation; and
3. Any previous violations committed by the violator.

(c) An enforcement board may reduce a fine imposed pursuant to this section.

(d) A county or a municipality having a population equal to or greater than 50,000 may adopt, by a vote of at least a majority plus one of the entire governing body of the county or municipality, an ordinance that gives code enforcement boards or special magistrates, or both, authority to impose fines in excess of the limits set forth in paragraph (a). Such fines shall not exceed \$1,000 per day per violation for a first violation, \$5,000 per day per violation for a repeat violation, and up to \$15,000 per violation if the code enforcement board or special magistrate finds the violation to be irreparable or irreversible in nature. In addition to such fines, a code enforcement board or special magistrate may impose additional fines to cover all costs incurred by the local government in enforcing its codes and all costs of repairs pursuant to subsection (1). Any ordinance imposing such fines shall include criteria to be considered by the code enforcement board or special magistrate in determining the amount of the fines, including, but not limited to, those factors set forth in paragraph (b).

(3) A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the local governing body, and the local governing body may execute a satisfaction or release of lien entered pursuant to this section. After 3 months from the filing of any such lien which remains unpaid, the enforcement board may authorize the local governing body attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this part may be foreclosed on real property

which is a homestead under s. 4, Art. X of the State Constitution. The money judgment provisions of this section shall not apply to real property or personal property which is covered under s. 4(a), Art. X of the State Constitution.

History.—s. 1, ch. 80-300; s. 8, ch. 82-37; s. 2, ch. 85-150; s. 8, ch. 86-201; s. 2, ch. 87-391; s. 8, ch. 89-268; s. 4, ch. 94-291; s. 1, ch. 95-297; s. 5, ch. 99-360; s. 1, ch. 2000-125; s. 65, ch. 2004-11.

Note.—Former s. 166.059.

162.10 Duration of lien.—No lien provided under the Local Government Code Enforcement Boards Act shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action is commenced pursuant to s. 162.09(3) in a court of competent jurisdiction. In an action to foreclose on a lien or for a money judgment, the prevailing party is entitled to recover all costs, including a reasonable attorney's fee, that it incurs in the action. The local governing body shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien effected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

History.—s. 9, ch. 82-37; s. 9, ch. 86-201; s. 9, ch. 89-268; s. 5, ch. 94-291; s. 2, ch. 2000-125.

162.11 Appeals.—An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

History.—s. 1, ch. 80-300; s. 10, ch. 82-37; s. 3, ch. 85-150; s. 10, ch. 86-201.

Note.—Former s. 166.061.

162.12 Notices.—

(1) All notices required by this part must be provided to the alleged violator by:

(a) Certified mail, and at the option of the local government return receipt requested, to the address listed in the tax collector's office for tax notices or to the address listed in the county property appraiser's database. The local government may also provide an additional notice to any other address it may find for the property owner. For property owned by a corporation, notices may be provided by certified mail to the registered agent of the corporation. If any notice sent by certified mail is not signed as received within 30 days after the postmarked date of mailing, notice may be provided by posting as described in subparagraphs (2)(b)1. and 2.;

(b) Hand delivery by the sheriff or other law enforcement officer, code inspector, or other person designated by the local governing body;

(c) Leaving the notice at the violator's usual place of residence with any person residing therein who is above 15 years of age and informing such person of the contents of the notice; or

(d) In the case of commercial premises, leaving the notice with the manager or other person in charge.

(2) In addition to providing notice as set forth in subsection (1), at the option of the code enforcement board or the local government, notice may be served by publication or posting, as follows:

(a)1. Such notice shall be published once during each week for 4 consecutive weeks (four publications being sufficient) in a newspaper of general circulation in the county where the code enforcement board is located. The newspaper shall meet such requirements as are prescribed under chapter 50 for legal and official advertisements.

2. Proof of publication shall be made as provided in ss. 50.041 and 50.051.

(b)1. In lieu of publication as described in paragraph (a), such notice may be posted at least 10 days prior to the hearing, or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be, in the case of municipalities, at the primary municipal government office, and in the case of counties, at the front door of the courthouse or the main county governmental center in said county.

2. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

(c) Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under subsection (1).

(3) Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (1), together with proof of publication or posting as provided in subsection (2), shall be sufficient to show that the notice requirements of this part have been met, without regard to whether or not the alleged violator actually received such notice.

History.—s. 1, ch. 80-300; s. 11, ch. 86-201; s. 3, ch. 87-391; s. 10, ch. 89-268; s. 6, ch. 94-291; s. 6, ch. 99-360; s. 3, ch. 2000-125; s. 1, ch. 2012-13; s. 2, ch. 2013-193; s. 1, ch. 2014-154.

Note.—Former s. 166.062.

162.125 Actions for money judgments under this chapter; limitation.—Actions for money judgments under this chapter may be pursued only on fines levied after October 1, 2000.

History.—s. 4, ch. 2000-125.

162.13 Provisions of act supplemental.—It is the legislative intent of ss. 162.01-162.12 to provide an additional or supplemental means of obtaining compliance with local codes. Nothing contained in ss. 162.01-162.12 shall prohibit a local governing body from enforcing its codes by any other means.

History.—s. 11, ch. 82-37.

PART II SUPPLEMENTAL COUNTY OR MUNICIPAL CODE OR ORDINANCE ENFORCEMENT PROCEDURES

162.21 Enforcement of county or municipal codes or ordinances; penalties.

162.22 Designation of enforcement methods and penalties for violation of municipal ordinances.

162.23 Notice to appear.

162.30 Civil actions to enforce county and municipal ordinances.

162.21 Enforcement of county or municipal codes or ordinances; penalties.—

(1) As used in this section, “code enforcement officer” means any designated employee or agent of a county or municipality whose duty it is to enforce codes and ordinances enacted by the county or municipality.

(2) A county or a municipality may designate certain of its employees or agents as code enforcement officers. The training and qualifications of the employees or agents for such designation shall be determined by the county or the municipality. Employees or agents who may be designated as code enforcement officers may include, but are not limited to, code inspectors, law enforcement officers, animal control officers, or firesafety inspectors. Designation as a code enforcement officer does not provide the code enforcement officer with the power of arrest or subject the code enforcement officer to the provisions of ss. 943.085-943.255. Nothing in this section amends, alters, or contravenes the

provisions of any state-administered retirement system or any state-supported retirement system established by general law.

(3)(a) A code enforcement officer is authorized to issue a citation to a person when, based upon personal investigation, the officer has reasonable cause to believe that the person has committed a civil infraction in violation of a duly enacted code or ordinance and that the county court will hear the charge.

(b) Prior to issuing a citation, a code enforcement officer shall provide notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the time period, a code enforcement officer may issue a citation to the person who has committed the violation. A code enforcement officer does not have to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if a repeat violation is found or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible.

(c) A citation issued by a code enforcement officer shall be in a form prescribed by the county or the municipality and shall contain:

1. The date and time of issuance.
2. The name and address of the person to whom the citation is issued.
3. The date and time the civil infraction was committed.
4. The facts constituting reasonable cause.
5. The number or section of the code or ordinance violated.
6. The name and authority of the code enforcement officer.
7. The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
8. The applicable civil penalty if the person elects to contest the citation.
9. The applicable civil penalty if the person elects not to contest the citation.
10. A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, the person shall be deemed to have waived his or her right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.

(4) After issuing a citation to an alleged violator, a code enforcement officer shall deposit the original citation and one copy of the citation with the county court.

(5) A county or a municipality is authorized to enforce codes and ordinances under the provisions of this section and may enact an ordinance establishing procedures for the implementation of such provisions, including a schedule of violations and penalties to be assessed by code enforcement officers. If a county or municipality chooses to enforce codes or ordinances under the provisions of this section, each code or ordinance or the ordinance enacted by the county or municipality establishing procedures for implementation of this section shall provide:

- (a) That a violation of a code or an ordinance is a civil infraction.
- (b) A maximum civil penalty not to exceed \$500.
- (c) A civil penalty of less than the maximum civil penalty if the person who has committed the civil infraction does not contest the citation.
- (d) For the issuance of a citation by a code enforcement officer who has reasonable cause to believe that a person has committed an act in violation of a code or an ordinance.

(e) For the contesting of a citation in county court.

(f) Such procedures and provisions as are necessary to provide for the enforcement of a code or an ordinance under the provisions of this section.

(6) Any person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(7) The provisions of this part shall not apply to the enforcement pursuant to ss. 553.79 and 553.80 of the Florida Building Code adopted pursuant to s. 553.73 as applied to construction, provided that a building permit is either not required or has been issued by the county or the municipality.

(8) The provisions of this section are additional and supplemental means of enforcing county or municipal codes or ordinances and may be used for the enforcement of any code or ordinance, or for the enforcement of all codes and ordinances. Nothing contained in this section shall prohibit a county or municipality from enforcing its codes or ordinances by any other means.

History.—s. 11, ch. 89-268; s. 7, ch. 94-291; s. 1444, ch. 95-147; s. 3, ch. 96-385; s. 4, ch. 98-287; s. 115, ch. 2000-141; s. 35, ch. 2001-186; s. 4, ch. 2001-372.

162.22 Designation of enforcement methods and penalties for violation of municipal ordinances.—The governing body of a municipality may designate the enforcement methods and penalties to be imposed for the violation of ordinances adopted by the municipality. These enforcement methods may include, but are not limited to, the issuance of a citation, a summons, or a notice to appear in county court or arrest for violation of municipal ordinances as provided for in chapter 901. Unless otherwise specifically authorized and provided for by law, a person convicted of violating a municipal ordinance may be sentenced to pay a fine, not to exceed \$500, and may be sentenced to a definite term of imprisonment, not to exceed 60 days, in a municipal detention facility or other facility as authorized by law.

History.—s. 1, ch. 94-255.

162.23 Notice to appear.—

(1) Notwithstanding s. 34.07, a code enforcement officer, designated pursuant to s. 162.21(1) and (2), may issue a notice to appear at any hearing conducted by a county court if the officer, based upon personal investigation, has reasonable cause to believe that the person has violated a code or ordinance. A notice to appear means a written order issued by a code enforcement officer in lieu of physical arrest requiring a person accused of violating the law to appear in a designated court or governmental office at a specified date and time. If a person issued a notice to appear under this section refuses to sign such notice, the code enforcement officer has no authority to arrest such person.

(2) Prior to issuing a notice to appear, a code enforcement officer shall provide written notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no fewer than 5 days and no more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the prescribed time period, a code enforcement officer may issue a notice to appear to the person who has committed the violation. A code enforcement officer is not required to provide the person with a reasonable time period to correct the violation prior to issuing a notice to appear and may immediately issue a notice to appear if a repeat violation is found, or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare or that the violator is engaged in violations of an itinerant or

transient nature, as defined by local code or ordinance within the jurisdiction, or if the violation is irreparable or irreversible.

History.—s. 1, ch. 96-385; s. 7, ch. 99-360.

162.30 Civil actions to enforce county and municipal ordinances.—In addition to other provisions of law authorizing the enforcement of county and municipal codes and ordinances, a county or municipality may enforce any violation of a county or municipal code or ordinance by filing a civil action in the same manner as instituting a civil action. The action shall be brought in county or circuit court, whichever is appropriate depending upon the relief sought. Counties and municipalities are authorized and required to pay any counsel appointed by the court to represent a private party in such action if the provision of counsel at public expense is required by the Constitution of the United States or the Constitution of the State of Florida and if the party is indigent as established pursuant to s. 27.52. The county or municipality shall bear all court fees and costs of any such action, and may, if it prevails, recover the court fees and costs and expense of the court-appointed counsel as part of its judgment. The state shall bear no expense of actions brought under this section except those that it would bear in an ordinary civil action between private parties in county court.

History.—s. 87, ch. 2003-402.

Florida Attorney General Advisory Legal Opinion

Number: AGO 84-32

Date: April 2, 1984

Subject: Inspectors entering private property

Mr. Maynard A. Gross
Town of Medley Attorney
Town Suite 200, Dadeland West
10651 North Kendall Drive
Miami, Florida 33176

RE: LOCAL GOVERNMENT CODE ENFORCEMENT BOARDS ACT--Entry on certain premises by local code inspector without consent or inspection or search warrant unauthorized

Dear Mr. Gross:

This is in response to your request for an Attorney General's Opinion on substantially the following question:

Is a municipal code inspector authorized by law to enter onto private premises to conduct inspections or assure compliance with local technical codes without the consent of the owner or occupant or having first procured a warrant?

This request has been submitted on behalf of the Mayor and Town Council of the Town of Medley. According to your letter the Town of Medley enacted an ordinance in 1981 pursuant to former Ch. 166, F.S. (now Ch. 162, F.S.) which created a code enforcement board. Concern has been expressed recently regarding the authority of a municipal code inspector to inspect private premises to which the officer was denied access or, once on such premises, the officer was requested to leave. Your inquiry generally refers to "premises" without distinction between business premises and private residential premises.

The intent of the "Local Government Code Enforcement Boards Act," ss. 162.01-162.13, F.S., is to protect and improve the health, safety and welfare of county or municipal citizens by authorizing the creation of administrative boards to provide an equitable, expeditious, effective and inexpensive method of enforcing county or municipal technical codes. Section 162.02, F.S. The local code inspectors are the authorized agents or employees of the county or

municipality responsible for assuring code compliance (s. 162.04[2], F.S.), whose duty it is to initiate enforcement proceedings of the various codes (s. 162.06, F.S.). No member of the code enforcement board has the power to initiate such enforcement proceedings. Section 162.06(1), F.S. Such assurance of code compliance and enforcement proceedings apply or pertain to any building or premises, commercial or residential, subject to the technical codes described in s. 162.02, F.S.

The Fourth Amendment to the United States Constitution, made applicable to the states through the due process clause of the Fourteenth Amendment, *Mapp v. Ohio*, 367 U.S. 643, *rehearing denied*, 368 U.S. 871 (1961), guarantees to all persons the right of privacy free from unreasonable state intrusion. In addition, s. 12, Art. I, State Const., provides protection from unreasonable searches and seizures:

"The right of the people to be secure in their persons, houses, papers and effects against unreasonable searches and seizures, and against the unreasonable interception of private communications by any means, shall not be violated. No warrant shall be issued except upon probable cause, supported by affidavit, particularly describing the place or places to be searched, the person or persons, thing or things to be seized, the communication to be intercepted, and the nature of evidence to be obtained. This right shall be construed in conformity with the 4th Amendment to the United States Constitution, as interpreted by the United States Supreme Court. . . ."

Administrative searches or inspections such as those under consideration in the instant inquiry, which are conducted outside the judicial process without consent and without prior approval (as evidenced by an administrative search warrant) are not reasonable, unless a showing can be made that the administrative search or inspection falls within one of the well-established exceptions to this rule. See, e.g., *See v. City of Seattle*, 387 U.S. 541 (1967); *United States v. Sokolow*, 450 F.2d 324 (5th Cir. 1971); *Benton v. State*, 329 So.2d 385 (1 D.C.A. Fla., 1976); *Parsons v. State*, 334 So.2d 308 (1 D.C.A. Fla., 1976); and AGO 82-7. Cf. *Colonnade Catering Corp. v. United States*, 397 U.S. 72 (1970), and *Michigan v. Tyler*, 436 U.S. 499 (1978).

Both business or commercial premises and private residences are afforded protection from unreasonable searches by s. 12, Art. I, State Const., and the Fourth Amendment to the U.S. Constitution. See *See v. City of Seattle*, *supra*, in which the U.S. Supreme Court held that administrative inspections of commercial structures as well as private residences are forbidden by the Fourth Amendment when conducted without a warrant; and *Jones v. City of Longwood, Florida*, 404 So.2d 1083 (5 D.C.A. Fla., 1981), in which the court, in a wrongful death action, stated that an ordinance requiring the

building inspector and fire chief to periodically inspect all buildings and structures within the city was qualified by the Fourth Amendment and could not authorize inspection of private property without a warrant.

A limited exception to the "administrative warrant" requirement has been established by the United States Supreme Court, holding that, even in the absence of consent, an administrative inspection may be made without a warrant if the business searched is one in which there is a legitimate public interest in close regulation and if the search is conducted under the authority of a statute meeting certain specificity requirements. *United States v. Biswell*, 406 U.S. 311 (1972). See also *Colonnade Catering Corp. v. United States*, *supra*; *Donovan v. Dewey*, 452 U.S. 594 (1981). Compare, e.g., ss. 455.243, 465.017, F.S.; *Olson v. State*, 287 So.2d 313 (Fla. 1973). No such statutory authority for warrantless searches appears to exist with regard to local code enforcement boards or code inspectors. Therefore, the administrative searches or inspections under consideration may not be constitutionally conducted without the consent of the owner or the operator or occupant of the affected premises or without a duly issued search or administrative inspection warrant.

The Florida Statutes, however, now make provisions for the procurement and issuance of "inspection warrant(s)" which authorize a state or local official to conduct an inspection of any building, place or structure, other than an owner-occupied family residence, as authorized or required by state or local law or rule relating to municipal or county building, fire, safety, plumbing, electrical, health, minimum housing, or zoning standards. See ss. 933.20-933.30, F.S. Section 933.21, F.S., specifically provides that "[o]wner-occupied family residences are exempt from the provisions of (ss. 933.20-933.30, F.S.)." As related to municipal or county building, fire, safety, plumbing, electrical, health, minimum housing or zoning standards, all other places, dwellings, structures or premises are subject to the provisions of ss. 933.20-933.30, F.S.

Therefore, it is my opinion that a municipal code inspector is without authority to enter onto any private, commercial or residential property to assure compliance with or to enforce the various technical codes of the municipality or to conduct any administrative inspections or searches without the consent of the owner or the operator or occupant of such premises or without a duly issued search or administrative inspection warrant. The procurement and issuance of administrative inspection warrants is governed by the provisions of ss. 933.20-933.30, F.S. However, owner-occupied family residences are exempt from the provisions of ss. 933.20-933.30, F.S., and as to those residences a search warrant or the prior consent and approval of the owner is required.

Sincerely,

**Jim Smith
Attorney General**

Prepared by:

**Gerry Hammond
Assistant Attorney General**

Florida Attorney General Advisory Legal Opinion

Number: AGO 2002-27

Date: April 4, 2002

Subject: Code enforcement, search of private property

Mr. Mark F. Carpanini
Polk County Attorney
Drawer AT01
Post Office Box 9005
Bartow, Florida 33831-9005

RE: LOCAL GOVERNMENT CODE ENFORCEMENT BOARDS-COUNTIES- ORDINANCES--
INSPECTIONS-WARRANTS-authority of code enforcement officers to
search private property. U.S. Const. amend. IV; Fla. Const. Art. 12,
s. 12; Ch. 162, Fla. Stat.

Dear Mr. Carpanini:

You have asked for my opinion on substantially the following
question:

Is a local government code inspector authorized by law to enter onto
private premises to conduct inspections or assure compliance with
local technical codes without the consent of the owner or occupant,
or having first procured a warrant?

In sum:

A local government code inspector is not authorized to enter onto
any private, commercial or residential property to assure compliance
with or to enforce the various technical codes or to conduct any
administrative inspections or searches without the consent of the
owner or the operator or occupant of such premises, or without a
duly issued search or administrative inspection warrant.

Part I of Chapter 162, Florida Statutes, was adopted to

"promote, protect, and improve the health, safety, and welfare of
the citizens of the counties and municipalities of this state by
authorizing the creation of administrative boards with authority to
impose administrative fines and other noncriminal penalties to
provide an equitable, expeditious, effective, and inexpensive method
of enforcing any codes and ordinances in force in counties and

municipalities, where a pending or repeated violation continues to exist." [1]

Local code inspectors are the authorized agents or employees of the county or municipality responsible for assuring code compliance, [2] whose duty it is to initiate enforcement proceedings of the various codes. [3] No member of the code enforcement board has the power to initiate enforcement proceedings. [4] Code compliance and enforcement proceedings may be initiated against any building or premises, commercial or residential, subject to the technical codes referred to in section 162.02, Florida Statutes.

The Fourth Amendment to the United States Constitution, made applicable to the states through the due process clause of the Fourteenth Amendment, [5] guarantees to all persons the right to be secure from unreasonable governmental intrusion. Further, the Florida Constitution provides protection from unreasonable searches and seizures in Article I, section 12:

"The right of the people to be secure in their persons, houses, papers and effects against unreasonable searches and seizures, and against the unreasonable interception of private communications by any means, shall not be violated. No warrant shall be issued except upon probable cause, supported by affidavit, particularly describing the place or places to be searched, the person or persons, thing or things to be seized, the communication to be intercepted, and the nature of evidence to be obtained. This right shall be construed in conformity with the 4th Amendment to the United States Constitution, as interpreted by the United States Supreme Court. Articles or information obtained in violation of this right shall not be admissible in evidence if such articles or information would be inadmissible under decisions of the United States Supreme Court construing the 4th Amendment to the United States Constitution." [6]

Administrative searches or inspections conducted outside the judicial process without consent and without prior approval (as evidenced by an administrative search warrant) are not reasonable, unless it can be shown that the administrative search or inspection falls within one of the well-established exceptions to this rule. [7] The protection from unreasonable searches provided by section 12, Article I, Florida Constitution, and the Fourth Amendment to the U.S. Constitution, are extended to both business or commercial premises and to private residences. [8]

The United States Supreme Court has established a limited exception to the administrative warrant requirement. This line of cases holds that, even in the absence of consent, an administrative inspection may be made without a warrant if the business searched is one in which there is a legitimate public interest in close regulation and if the search is conducted under the authority of a statute meeting

certain specificity requirements.[9] Among those enterprises for which the courts have recognized such an exception are those in which government regulation is pervasive such as liquor sales, firearms sales, and sales of secondhand goods.[10]

The Florida Legislature has made provision for the issuance of limited administrative search warrants in sections 933.20- 933.30, Florida Statutes. These written orders, designated "inspection warrant(s)," must be signed by a judge or committing magistrate and directed to a state or local official to conduct an inspection of any building, place, or structure as authorized or required by state or local law or rule relating to municipal or county building, fire, safety, environmental, animal control, land use, plumbing, electrical, health, minimum housing, or zoning standards.[11] Owner-occupied family residences are specifically exempted from the provisions of this act.[12]

In sum, it is my opinion that a municipal code inspector is without authority to enter onto any private, commercial, or residential property to assure compliance with or to enforce the various technical codes of the county or to conduct any administrative inspections or searches without the consent of the owner or the operator or occupant of such premises, or without a duly issued search or administrative inspection warrant. The procurement and issuance of administrative inspection warrants is governed by the provisions of sections 933.20-933.30, Florida Statutes. However, owner-occupied family residences are exempt from the provisions of sections 933.20-933.30, and a search warrant or prior consent and approval of the owner is required for a search of these premises.

Sincerely,

Robert A. Butterworth
Attorney General

RAB/tgh

[1] Section 162.02, Fla. Stat.

[2] Section 162.04(2), Fla. Stat.

[3] Section 162.06(1), Fla. Stat.

[4] *Id.*

[5] *Mapp v. Ohio*, 367 U.S. 643, reh. den., 368 U.S. 871 (1961).

[6] Article I, s. 12, Fla. Const., was amended in 1982 by H.J.R. No.

31-H, adopted by the electorate at the November 1982 general election, which provides that the right to be free from unreasonable searches and seizures shall be construed in conformity with the 4th Amendment to the United States Constitution and provides that illegally seized articles or information are inadmissible if decisions of the United States Supreme court make such evidence inadmissible.

[7] See, e.g., *See v. City of Seattle*, 387 U.S. 541 (1967); *Peterman v. Coleman*, 764 F.2d 1416 (11th Cir., [Fla.] 1985); *Jones v. City of Longwood*, 404 So. 2d 1083 (Fla. 5th DCA 1981), *pet. for rev. den.*, 412 So. 2d 467 (Fla. 1982); *Ops. Att'y Gen. Fla.* 84-32 (1984), 82-07 (1982). In addition, exigent circumstances may exist which justify a warrantless entry onto the premises. As an example, a burning building creates an exigency which justifies a warrantless entry by fire officials to fight the fire. See *Michigan v. Clifford*, 464 U.S. 287 (1984). And see *J.A.R. v. State*, 689 So. 2d 1242 at 1244 (Fla. 2d DCA 1997), "[t]he danger created by students carrying guns, knives, and other weapons is now apparently sufficient to warrant random suspicionless administrative searches in some schools in this state."

[8] See *See v. City of Seattle*, *supra* n. 7, in which the U.S. Supreme Court held that administrative inspections of commercial structures as well as private residences are forbidden by the Fourth Amendment when conducted without a warrant; and *Jones v. City of Longwood, Florida*, *supra* n. 7, in which the court, in a wrongful death action, stated that an ordinance requiring the building inspector and fire chief to periodically inspect all buildings and structures within the city was qualified by the Fourth Amendment and could not authorize inspections of private property without a warrant.

[9] *United States v. Biswell*, 406 U.S. 311 (1972). See also *Colonnade Catering Corp. v. United States*, 397 U.S. 72 (1970); *Donovan v. Dewey*, 452 U.S. 594 (1981).

[10] See, *Colonnade Catering Corp., v. United States*, *id.* (sale of alcoholic beverages); *United States v. Biswell*, *id.* (sale of firearms); *Peterman v. Coleman*, 764 F.2d 1416 (C.A. 11 [Fla.] 1985) (pawnbrokers).

[11] See ss. 933.20-933.30, Fla. Stat.

[12] Section 933.21, Fla. Stat.

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda

Regular Agenda - New Business

Agenda Title

Recreation Center Project Field Naming Proposal

There is no written back-up for this item. A verbal presentation will be provided.

Gail L. Coniglio, Mayor

Presenter

ATTACHMENTS:

No Attachments Available

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda

Ordinances - Second Reading

Agenda Title

ORDINANCE NO. 19-2017 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending Chapter 38 Of The Town Code of Ordinances, Emergency Services, At 38-35 Service Charge For Excessive False Alarms And Nonpayment Of Fines To Include A New Section (A) Relating To False Alarms Actuated By Contractors; Redesignating The Subsequent Paragraphs; Providing For Severability; Providing For Codification; Providing An Effective Date.

Kirk H. Blouin, Director of Public Safety

Presenter

ATTACHMENTS:

- ▣ **Memorandum Dated June 27, 2017, from Kirk W. Blouin, Director of Public Safety**
- ▣ **Ordinance No. 19-2017**
- ▣ **Information False Alarms for Contractors**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

To: Mayor and Town Council

Via: Thomas G. Bradshaw Town Manager

From: Kirk W. Blouin, Director of Public Safety

Re: Second Reading of Ordinance No 19-2017 - Potential Amendment of Town Code, Relative to False Fire Alarms Ordinance No. 38, Emergency Services, Sec. 38-35
Ordinance No. 19-2017

Date: June 27, 2017

STAFF RECOMMENDATION

Staff recommends the Town Council approval of Ordinance No. 19-2017 on second reading amending the Town Code of Ordinances, Section 38-35, relative to modifications to regulations pertaining to service charges for excessive false alarms.

Town Council reviewed Ordinance No. 19-2017 on first reading at the June 13, 2017, Town Council meeting.

BOARD OR COMMISSION RECOMMENDATION

The Ordinance Review Committee met on this item during their meetings, held on April 6, 2017 and May 4, 2017, and requested consideration of this ordinance revision for first reading by the Town Council at the June 13, 2017 meeting.

GENERAL INFORMATION

Staff reviewed the previous 12-month history of false fire alarms and found that building contractors have caused an average of 25% of the false alarms experienced during that time. Section 38-35 of the Code states, “the owner of any alarm system which actuates more than two false alarms for fire services in any period of 12 calendar months beginning October 1 of any year shall be charged a service charge as determined by resolution of the Town Council as may be amended from time to time.” Staff has found that often time the property owner is not present when the system goes off and is responsible for fire alarms that are activated by their building contractor.

Staff recommends that Town Council discuss and determine if it is appropriate and reasonable to fine a contractor or his designee for construction actuated false alarms.

FUNDING/FISCAL IMPACT

With this revision, we anticipate a decrease in false alarm responses currently made by the Fire Rescue Department, thus saving valuable taxpayer resources.

TOWN ATTORNEY REVIEW

Mr. Randolph wrote the revised Ordinance as presented to Town Council for review.

MD:bh

cc: John C. Randolph, Town Attorney
Darrel Donatto, Deputy Fire Recue Chief

ORDINANCE NO. 19-2017

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 38 OF THE TOWN CODE OF ORDINANCES, EMERGENCY SERVICES, AT 38-35 SERVICE CHARGE FOR EXCESSIVE FALSE ALARMS AND NONPAYMENT OF FINES TO INCLUDE A NEW SECTION (a) RELATING TO FALSE ALARMS ACTUATED BY CONTRACTORS; REDESIGNATING THE SUBSEQUENT PARAGRAPHS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, contractor activated false alarms requiring police and/or fire rescue response or investigation have become a nuisance in the Town and have required excessive and undue time and investigation by the police and fire departments; and

WHEREAS, it has been determined that to deter said false alarms, contractors conducting work within the Town should be responsible for said false alarms, as opposed to the owners of the property in which the alarm is located.

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

Section 1. Chapter 38 of the Town Code of Ordinances titled Emergency Services is hereby amended at Section 38-35 as follows:

Sec. 38-35 Service charge for contractor activated false alarms and for excessive false alarms and nonpayment of fines.

(a) It is found and determined that a false alarm occurrence due to acts of construction or for reasons other than a fire resulting from work performed by a contractor or workers under the direction of said contractor shall result in a fine for each and every false alarm activated as a result of same. The contractor will be charged a service charge, determined by resolution or ordinance of the Town Council as may be amended from time to time, for each false alarm. The property owner will not have

contractor activated alarms charged against them provided that the contractor complies with the payments required hereunder.

Contractor, for purposes of this Section, shall be defined as any person, company, or employee unrelated to the owner of the property and not considered an employee of the owner who is engaged to perform any kind of service at the property, including but not limited to alarm companies, janitorial or cleaning companies, maintenance personnel, or construction workers.

(b) It is found and determined that more than two false alarms within a period of 12 calendar months beginning October 1 in any year is excessive and thereby constitutes a public nuisance. The owner of any alarm system which actuates more than two false alarms in any period of 12 calendar months beginning October 1 of any year shall be charged a service charge as determined by resolution of the town council as may be amended from time to time. The owner of any alarm system which actuates more than two false alarms for fire services in any period of 12 calendar months beginning October 1 of any year shall be charged a service charge as determined by resolution of the town council as may be amended from time to time.

(c) False alarms which occur as the direct result of transmitting a direct connect alarm system signal to the police department shall not be considered a public nuisance and shall not result in a false alarm charge until more than 15 false alarms are activated in any period of 12 calendar months beginning October 1. Any false alarms activated after 15, whether it be by human error or malfunction, shall be charged a service charge as determined by resolution of the town council as may be amended from time to time.

(d) If the alarm user has not paid the fines within 30 days, an automatic ten percent penalty per month shall be assessed for nonpayment of said delinquent fees. The ten percent penalty shall be calculated on the total outstanding account balance, including prior penalties. Additionally, if the alarm user has not paid the fines and penalties, he will receive proper legal notice as outlined in the state statutes to appear in person before the code enforcement board. The code enforcement board will use any of its powers to bring the alarm user to compliance, including but not limited to directing a lien to be filed on the alarm user's property.

(e) The town manager, upon written notification to the mayor and town council of intent to waive false alarm charges, may waive false alarm charges for power outages that occur within the town. In order for the town manager to invoke the discretionary power granted herein for temporary power outages, the alarm user must present to the town manager written verification from Florida Power & Light of the temporary outage at alarm user's property. No such proof shall be required for power outages when such power outage results from a tropical storm or hurricane event that directly impacts the town and which causes a power outage of 24 hours or greater affecting at least 20 percent of the town.

Section 2. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 3. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 4. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 5. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 13th day of June, 2017, and for second and final reading on this 12th day of July, 2017

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie K. Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Gwendolynn Peirce, CMC
Acting Town Clerk

Margaret A. Zeidman, Town Council Member

ATTENTION CONTRACTORS

STOP FALSE ALARMS

It is Your Responsibility to avoid damaging your customers Smoke Detectors during construction. Construction dust, hot work, fumes and other construction activities cause alarm activations. Once the construction is complete, if the fire detectors are not cleaned and calibrated, they will not function as designed and can cause additional false fire alarms.

Please ensure when you or your team start a job, that the smoke detectors are all covered before you start construction this will prevent dust accumulation in the detector chamber. At the end of the day covers must be removed. If possible, change to heat detectors during the construction period and change back to the smoke detectors after the construction is completed.

When hot work is performed, (soldering pipe or connecting Freon lines), you must protect the smoke detectors or temporarily take them out of service in the immediate area of the hot work. Sawing, grinding, and drilling operations all cause dust that can set off a smoke detector.

Detectors in areas where painting is taking place should be removed or covered to prevent paint fumes from entering the detection chamber or getting on the chambers or elements of the detector. Detectors with paint exposure or painted detectors must be replaced as well as any sprinkler heads that are painted.



CLEANING THE SENSING CHAMBER ON THE SENSOR HEAD

If the **System Sensor** smoke detector heads are not removed during the construction phase and the sensor chamber becomes dirty causing a maintenance condition (it will not always be visible on the exterior black screen on the sensor head), the sensor head must be cleaned with compressed air. To clean the sensor head chamber, follow these step-by-step instructions:

1. Remove the **System Sensor** smoke detector head to be cleaned from the duct smoke detector housing by twisting it in a counterclockwise direction.
2. Remove the smoke sensor cover by pulling outward on each of the four removal tabs that hold the cover in place.
3. Vacuum the screen carefully without removing it. If further cleaning is required continue with Step 4. otherwise, skip to Step 7.
4. Remove the chamber cover/screen assembly by pulling it straight out.
5. Use a vacuum cleaner or compressed air to remove dust and debris from the sensing chamber.
6. Reinstall the chamber cover/screen assembly by sliding the edge over the sensing chamber. Turn until it is firmly in place.

7. Replace the cover using the holes for the LEDs for alignment and then gently push it until it locks into place.
8. Reinstall the **System Sensor** smoke detector head in the duct smoke detector housing by aligning it in the housing and twisting it in a clockwise direction.

Note: Cleaning only the sensor head's exterior black screen will not remove any drywall dust in the smoke sensing chamber.

Note: Should the System Sensor duct smoke detector remain in a "maintenance" condition after cleaning, then it may require the complete replacement of the sensor head.



To clean the detectors properly, what's not mentioned by the NFPA is the detectors have to be taken apart to clean them.

Some manufacturers make it easy to take the detectors apart and clean; other manufacturers make it difficult. Sometimes by taking it apart to clean, the UL rating of the detector may be ruined.

Basically, to find out, you have to read the instructions and know the detector.

The best work process is to cover the detector. If you do not have one of the commercially available detector covers and have to improvise. Blue painters tape can be used but must be removed as soon as the dust levels are safe. They must be uncovered and in operation at the end of the day. The code only allows them to be out of service for 4 hours without creating a fire watch.

Please take the time to protect the equipment and avoid any false alarms.

False Alarms can be costly to you and your team. Contractor derived false alarms will cost \$250 for the first one and go up to as much as \$1,600 if you cause 16 or more in a 12-month period starting on October 1 of each year.

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda

Ordinances - First Reading

Agenda Title

ORDINANCE NO. 20-2017 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 82 of the Town Code of Ordinances Relating to Personnel, at Article II, Employee Benefits, Division 2, Retirement System; Amending Subdivision I, in General, by Amending Section 82-52, Definitions; Section 82-67, United States Internal Revenue Code Qualifications; Section 82-80, Reserve for Member Contributions; Amending Subdivision III, Firefighters, by Amending Section 82-94; Retirement Age and Service Conditions for Firefighters; by Amending Section 82-95, Amount of Pension - Firefighters; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Danielle Olson, Director of Human Resources

Presenter

ATTACHMENTS:

- ▣ **Memorandum from danielle Olson, Director of Human Resources, dated June 30, 2017**
- ▣ **Ordinance 20-2017**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Danielle Olson, Director of Human Resources

Re: Amendment of
Ordinance No. 20- 2017

Date: June 30, 2017

STAFF RECOMMENDATION

Staff recommends approval of the first reading of Ordinance 20-2017 amending the retirement benefits provided to employees covered by the collective bargaining agreement between the Town and the International Association of Firefighters (IAFF), Local #2928 and providing for technical amendments pursuant to the Internal Revenue Code Section 415(b).

GENERAL INFORMATION

On June 13, 2017, Town Council ratified the collective bargaining agreement between the Town and the IAFF. Pursuant to Article 41 of the agreement entitled Retirement Benefits, the changes outlined within the amended ordinance shall take effect the first payroll after amendment of the ordinance, which is estimated to occur on or about August 12, 2017 following the second reading and adoption of the ordinance herein. Those changes, detailed within the collective bargaining agreement, are summarized as follows:

- Discontinuance of Town contributions to the bargaining unit employees' 401(a) retirement accounts;
- Providing for a defined benefit multiplier of 2.75% of average final compensation for credited service on and after the effective date;
- Providing for normal retirement age of age 56; and
- Providing for bargaining unit employees' contribution of 10% of compensation, adjusted the first full pay period following October 1 of each year based on the investment performance of the retirement fund.

Upon the second and final reading of this ordinance in August you will be presented with a resolution for your approval which shall effectively discontinue the Town's contributions to the applicable 401(a) plan effective August 12, 2017. Finally, upon recommendation of legal counsel and the actuary representing the Town's Retirement Board, the ordinance includes technical

amendments allowing for proper adherence to the Internal Revenue Code Section 415(b) relating to defined benefit plans.

FUNDING/FISCAL IMPACT

On June 13, 2017, staff requested and Town Council approved a general fund contingency allocation in the amount of \$121,000 for FY17 providing for implementation of the ratified bargaining agreement. Approximately \$47,000 will be applied to costs associated with implementation of the retirement benefit changes in FY17. The actuary estimates the changes to the retirement plan will increase the unfunded accrued actuarial liability of the plan by approximately \$878,689.

TOWN ATTORNEY REVIEW

The ordinance has been reviewed by the Town Attorney and legal counsel for the Town's Retirement Board for legal form and sufficiency.

Attachment

cc: Jim Linn, Esq.
Kirk Blouin, Director of Public Safety
Darrel Donatto, Deputy Chief, Fire Rescue

ORDINANCE NO. 20-2017

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 82 OF THE TOWN CODE OF ORDINANCES RELATING TO PERSONNEL, AT ARTICLE II, EMPLOYEE BENEFITS, DIVISION 2, RETIREMENT SYSTEM; AMENDING SUBDIVISION I, IN GENERAL, BY AMENDING SECTION 82-52, DEFINITIONS; SECTION 82-67, UNITED STATES INTERNAL REVENUE CODE QUALIFICATIONS; SECTION 82-80, RESERVE FOR MEMBER CONTRIBUTIONS; AMENDING SUBDIVISION III, FIREFIGHTERS, BY AMENDING SECTION 82-94, RETIREMENT AGE AND SERVICE CONDITIONS FOR FIREFIGHTERS; BY AMENDING SECTION 82-95, AMOUNT OF PENSION—FIREFIGHTERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 82, Personnel; Article II, Employee Benefits; Division 2, Retirement System; Subdivision I, In General; Section 82-52, to read as follows:

Sec. 82-52. - Definitions.

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

* * *

Actuarial equivalent means, when converting DROP account balances to an equivalent lifetime annuity as required under Section 415 of the Internal Revenue Code, a benefit amount of equal value based upon the applicable mortality table as provided under Section 415 of the Internal Revenue Code and an interest rate of five and one-half percent per annum.

* * *

Section 2. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 82, Personnel; Article II, Employee Benefits; Division 2, Retirement System; Subdivision I, In General; Section 82-67, to read as follows:

Sec. 82-67. - United States Internal Revenue Code qualifications.

(a) The town intends the retirement system to be a qualified pension plan under section 401 of the United States Internal Revenue Code, as amended, or successor provisions of law, and that the trust be an exempt organization under section 501 of the United States Internal Revenue

Code. The board of trustees may adopt such additional provisions to the retirement system as are necessary to fulfill this intent.

(b) In accordance with section 415 of the United States Internal Revenue Code, as amended, the following limitations on benefits are adopted:

* * *

(6) Upon retirement, the section 415(b) limitation will not be reduced to account for the value of any cost-of-living-adjustment. In determining the annual update to the section 415(b) limitation after retirement, the cost of living adjustment shall not operate to increase the limitation on benefits contained in section 415(b)(1), and in no event will the amount payable to a member in any limitation year be greater than the limit applicable at the annuity starting date, as increased in subsequent years pursuant to Code section 415(d) and the regulations thereunder.

* * *

Section 3. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 82, Personnel; Article II, Employee Benefits; Division 2, Retirement System; Subdivision I, In General; Section 82-80, to read as follows:

Sec. 82-80. - Reserve for member contributions.

* * *

(d) Notwithstanding the provisions of subsection (c) above;

(1) The member contribution rate for benefit group police officer members and non-bargaining unit benefit group firefighter members who were employed but did not attain normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and benefit group police officer members and non-bargaining unit benefit group firefighter members hired on or after May 1, 2012, effective the first full pay period after October 1, 2016 shall be 10% of compensation. The member contribution rate for such members shall be subject to adjustment the first full pay period following October 1, 2017 and the first full pay period following October 1 of each year thereafter based on the investment performance of the retirement system, as set forth in subsection (e) below.

(2) The member contribution rate for bargaining unit benefit group firefighter members who were employed but did not attain normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and bargaining unit benefit group firefighter members hired on or after May 1, 2012, effective the first full pay period after August 8, 2017 shall be 10% of compensation. The member contribution rate for such members shall be subject to adjustment the first full pay period following October 1, 2017 and the first full pay period following October 1 of each year thereafter based on the investment performance of the retirement system, as set forth in subsection (e) below.

(e) The member contribution rate for the benefit group members specified in subsection (d) above~~benefit group police officer members and non-bargaining unit benefit group firefighter members who were employed but did not attain normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and~~

~~benefit group police officer members and non-bargaining unit benefit group firefighter members hired on or after May 1, 2012,~~ shall be subject to adjustment on the first full pay period following October 1, 2017, and the first full pay period following October 1 of each year thereafter as follows: The annual actuarial valuation for the plan year ending September 30, 2016 and each plan year thereafter shall reflect an adjustment to the member contribution rate for the following plan year based on funding the difference between the assumed rate of investment return and the actual rate of investment return for the plan year ending on the valuation date, net of investment expenses, and such that the ratio of employer to member contributions for the plan year ending on the valuation date is maintained for the plan year following the adjustment; subject in any event to a minimum member contribution rate of 8% and a maximum member contribution rate of 12% of compensation.

* * *

Section 4. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 82, Personnel; Article II, Employee Benefits; Division 2, Retirement System; Subdivision III, Firefighters; Section 82-94, to read as follows:

Sec. 82-94. - Retirement age and service conditions for firefighters.

* * *

(b) The age and service conditions for normal retirement are as follows:

(1) Members who attained normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date, shall be eligible for normal retirement upon attaining age 50 with ten or more years of credited service; or when the member's age to last completed month plus credited service totals 65 years or more and the member has ten or more years of credited service; or when the member has 20 or more years of credited service.

(2) Members who did not attain normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date, shall be eligible for normal retirement upon attaining age 50, or when the member's age to last completed month plus credited service totals 65 years or more, or upon completion of 20 years of credited service regardless of age, and upon such retirement shall be eligible to receive the frozen accrued benefit based on credited service and average final compensation on April 30, 2012. Such members shall be eligible to receive the accrued benefit based on credited service on and after May 1, 2012 upon attaining age 65 with ten or more years of credited service.

(3) Members hired on or after May 1, 2012, shall be eligible for normal retirement upon attaining age 65 with ten or more years of credited service.

(4) Notwithstanding the provisions of paragraphs (2) and (3) above, effective October 1, 2016 non-bargaining unit members who did not attain normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on

that date, and non-bargaining unit members hired on or after May 1, 2012, shall be eligible to receive the accrued benefit based on credited service on and after May 1, 2012 upon attaining age 56 with ten or more years of credited service.

(5) Notwithstanding the provisions of paragraphs (2) and (3) above, effective August 12, 2017 bargaining unit members who did not attain normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date, and bargaining unit members hired on or after May 1, 2012, shall be eligible to receive the accrued benefit based on credited service on and after May 1, 2012 upon attaining age 56 with ten or more years of credited service.

Section 5. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 82, Personnel; Article II, Employee Benefits; Division 2, Retirement System; Subdivision III, Firefighters; Section 82-95, to read as follows:

Sec. 82-95. - Amount of pension—Firefighters.

(c) The benefit formula for firefighters is:

(1) For pension payments payable after October 1, 2005 to firefighters who were actively employed on and after October 1, 2005 and who retired, entered the DROP, or terminated employment with ten or more years of credited service prior to May 1, 2012, and to firefighters who attained normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date, the benefit formula shall be, average final compensation multiplied by the sum of 3.5 percent of credited service to a maximum of 87.5 percent, plus two percent of average final compensation for credited service, if any, in excess of 43.75 years. The standard form of payment for such benefit shall be life and ten years certain (i.e., unless a retirant chooses an optional form of payment under section 82-96, payments for the benefit of a retirant who dies within ten years of retirement shall continue to the retirant's designated beneficiary until the tenth anniversary of the retirant's retirement date.

(2) For firefighters who did not attain normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date, the benefit formula shall be 3.5 percent of average final compensation on April 30, 2012, multiplied by credited service on that date. The accrued benefit of all such firefighters shall be frozen on May 1, 2012. The standard form of payment for the frozen accrued benefit shall be life and ten years certain.

(3) For credited service on and after May 1, 2012, except as such service may be credited to members who qualify under subsection 82-95(c)(1) above, the benefit formula shall be 1.25 percent of average final compensation multiplied by years of credited service on and after that date. The standard form of payment for benefits based on credited service on and after May 1, 2012 shall be a straight life annuity, payable for the member's lifetime.

(4) Firefighters who did not attain normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on May 1, 2012 shall, upon retirement, be eligible to receive a retirement benefit consisting of two parts: (1) the frozen accrued benefit based on credited service prior to May 1, 2012, payable upon entry into the DROP or termination of employment and attaining eligibility for receipt of retirement benefits under the provisions of the system in effect on April 30 2012 and; and (2) the accrued benefit based on credited service on and after May 1, 2012, payable upon attaining age 65 with ten or more years of credited service and entry into the DROP or termination of employment.

(5) Notwithstanding the provisions of paragraphs (3) and (4) above, effective October 1, 2016, the benefit formula for non-bargaining unit firefighters who did not attain normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date, and non-bargaining unit firefighters hired on or after May 1, 2012, shall be 2.75% of average final compensation multiplied by credited service on and after October 1, 2016, payable upon attaining age 56 with ten or more years of credited service and entry into the DROP or termination of employment.

(6) Notwithstanding the provisions of paragraphs (3) and (4) above, effective August 12, 2017, the benefit formula for bargaining unit firefighters who did not attain normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date, and bargaining unit firefighters hired on or after May 1, 2012, shall be 2.75% of average final compensation multiplied by credited service on and after August 12, 2017, payable upon attaining age 56 with ten or more years of credited service and entry into the DROP or termination of employment.

Section 6. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 7. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 8. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 13. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this _____ day of _____, 2017, and for second and final reading on this _____ day of _____, 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, President Pro Tem

ATTEST:

Julie Araskog, Town Council Member

Gwendolynn Peirce, CMC
Acting Town Clerk

Bobbie Lindsay, Town Council Member

Margaret Zeidman, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda

Ordinances - First Reading

Agenda Title

ORDINANCE NO. 21-2017 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town's Charter at Article III, Officials, at Section 3.03, Town Council: Election and Terms, to modify the Town's Election Date to the Second Tuesday in March of Each Year; Further Amending Article V, Qualification and Elections, at Section 5.01, General Elections, to Provide that General Elections in the Town Shall be Held on the Second Tuesday of March of Each Year; Further Amending Section 5.03, Qualifications, so as to Provided that Candidates for the Office of Mayor or Town Council Shall Qualify for Such Offices by Being Nominated by an Elector of the Town and Seconded by Two Electors at the Town Caucus to be Held on the Second Tuesday of January of Each Year; Providing for Severability; Providing for Codification; Providing an Effective Date.

Jay Boodheshwar, Deputy Town Manager

Presenter

ATTACHMENTS:

- ▣ **Election Date Change - Memo**
- ▣ **Election Date Change - Charter Ordinance**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Amendments to the Town Charter and Code of Ordinances to Change the Date of the Town's Municipal Elections and Town Caucus; and Change the Nomination Requirement
Ordinance No. 21-2017
Ordinance No. 22-2017

Date: June 30, 2017

STAFF RECOMMENDATION

Staff recommends Town Council review Ordinance No. 21-2017, which amends the Town Charter to modify the Town's Election Date to the second Tuesday in March and the Town Caucus to the second Tuesday in January; and to revise the requirement for nominations for candidates. Staff also recommends Town Council review Ordinance No. 22-2017, which amends the Town's Election Date and Caucus Date in the Town's Code of Ordinances.

GENERAL INFORMATION

At the June 13, 2017, Town Council meeting, staff presented a summary of an issue that had been discovered by the Supervisor of Elections, relative to a conflict between qualifying period language in the Town Charter and F.S. 101.62 for municipal elections. Currently, the length of time between the Town's qualifying period and the election date does not allow sufficient time for the ballot to be created and approved, then sent to an overseas voter seeking a Vote-by-Mail ballot in order to meet the voter deadline per F.S. 101.62. The Supervisor of Elections office has advised that they need approximately 60 days before the election to prepare the ballot and send it to any requestor in order to meet the deadline.

By majority vote, Town Council approved moving the date of the Town's Elections to occur on the second Tuesday in March of each year and the Town Caucus to the second Tuesday of January in each year. Additionally, the Town Council approved modifying Section 5.03 of the Charter to change the requirement for nominations to provide that a candidate shall qualify by being nominated by an elector of the Town, and seconded by "two (2)" rather than "at least two (2)" electors at the Town Caucus.

Ordinance No. 21-2017 amends Town Charter, Article III, Section 3.03 and Article V, Sections 5.01 and 5.03 to address the election date and caucus date changes and revision to the nomination requirement. Ordinance No. 22-2017 is a companion ordinance to amend the Town's Code of

Ordinances, Chapter 34, Sections 34-56 and 34-119 relating to the election date and caucus date changes.

TOWN ATTORNEY REVIEW

Ordinance Nos. 21-2017 and 22-2017 have been prepared by and approved by the Town Attorney.

cc: John C. Randolph, Town Attorney
Gwendolynn Peirce, Acting Town Clerk

ORDINANCE NO. 21-2017

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN'S CHARTER AT ARTICLE III, OFFICIALS, AT SECTION 3.03, TOWN COUNCIL: ELECTION AND TERMS, TO MODIFY THE TOWN'S ELECTION DATE TO THE SECOND TUESDAY IN MARCH OF EACH YEAR; FURTHER AMENDING ARTICLE V, QUALIFICATION AND ELECTIONS, AT SECTION 5.01, GENERAL ELECTIONS, TO PROVIDE THAT GENERAL ELECTIONS IN THE TOWN SHALL BE HELD ON THE SECOND TUESDAY OF MARCH OF EACH YEAR; FURTHER AMENDING SECTION 5.03, QUALIFICATIONS, SO AS TO PROVIDE THAT CANDIDATES FOR THE OFFICE OF MAYOR OR TOWN COUNCIL SHALL QUALIFY FOR SUCH OFFICES BY BEING NOMINATED BY AN ELECTOR OF THE TOWN AND SECONDED BY TWO ELECTORS AT THE TOWN CAUCUS TO BE HELD ON THE SECOND TUESDAY OF JANUARY OF EACH YEAR; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statute Section 101.62(4)(a), the Supervision of Elections' office shall send a vote-by-mail ballot to each absent uniform services voter and to each overseas voter who has requested a vote-by-mail ballot no later than 45 days before each presidential preference primary election, primary election, and general election; and

WHEREAS, the Town's Charter provides that the Mayor and Town Council members shall be elected at the general election held on the first Tuesday after the first Monday of February in each year; and

WHEREAS, the Town's Charter further provides that candidates for the office of Mayor or Town Council shall qualify for such offices by (a) Being nominated by an elector of the Town and seconded by at least two (2) electors at the Town Caucus to be held on the first Tuesday after the first Monday of January of each year and (b) Being endorsed by

petition signed by at least twenty-five (25) electors filed with the Town Council no later than 5:00 p.m. on the day following the Town Caucus; and

WHEREAS, a conflict exists between the Town Charter and Florida Statute Section 101.62(4)(a) relating to municipal elections in that the Town's qualifying period and the election date, as presently prescribed, do not allow sufficient time for the ballot to be created and approved and sent to an overseas voter pursuant to Florida Statute Section 101.62(4)(a); and

WHEREAS, it is therefor required that the Town Charter be amended to modify the date of the qualification period for candidates and the date of general elections in the Town.

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

Section 1. The Town Charter is hereby amended at Article III. Officials, Sections 3.01, 3.03 and 3.04, to read as follows:

“Section 3.01. Town Council: Composition.

There shall be a Town Council of five (5) members, who shall be electors of the Town, elected at large by the electors of the Town.

The Town Council shall, on the second Tuesday of March of each year, elect one of its members as President and another as President Pro Tem for the ensuing year. Unless there is a runoff election as provided in Section 5.05, in which event, the President and President Pro Tem shall be elected at the first Town Council meeting following said runoff election.

Section 3.03. Town Council: Election and Terms. Two (2) Town Council members shall be elected at the general election held on the second Tuesday of March of each year, and three (3) Town Council members shall be elected at the general election to be held on the second Tuesday of March of each year, all in the manner provided in Article V of this Charter, and shall be elected for two-year terms.

Sec. 3.04. Mayor: Election and Term. The election of a Mayor, who shall be an elector of the Town, shall be held on the second Tuesday of March of each year, in the manner provided in Article V of this Charter. The Mayor shall be elected at large by the electors of the Town, and shall be elected for a two-year term.

Section 2. The Town Charter is hereby amended at Article V. Qualifications and Elections at Section 5.01 and Section 5.03 as follows:

Article V. Qualifications and Elections Sec. 5.01 – General Elections. General Elections shall be held on the second Tuesday in March of each year.

Sec. 5.03. Qualifications. Candidates for the office of Mayor or Town Council shall qualify for such offices by

(a) Being nominated by an elector of the Town, and seconded by two (2) electors, at the Town Caucus to be held on the second Tuesday of January of each year; and

(b) Being endorsed by petition signed by at least twenty-five (25) electors, filed with the Town Council no later than 5:00 p.m. on the day following the Town Caucus.”

Section 3. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 4. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 5. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this ____ day of _____, 2017, and for second and final reading on this ____ day of _____, 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie K. Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Gwendolynn Peirce, CMC
Acting Town Clerk

Margaret A. Zeidman, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda

Ordinances - First Reading

Agenda Title

ORDINANCE NO. 22-2017 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 34, Elections, so as to Provide that the Election Dates Referenced Therein are Consistent with the Amendments to the Town Charter Providing for Elections on the Second Tuesday of March of Each Year; Thereby Rescinding Section 34-3; Amending Sections 34-56 and Section 34-119; and Rescinding Article IV.

Jay Boodheshwar, Deputy Town Manager

Presenter

ATTACHMENTS:

- ▣ **Election Date Change - Code Ordinance**

ORDINANCE NO. 22-2017

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 34, ELECTIONS, SO AS TO PROVIDE THAT THE ELECTION DATES REFERENCED THEREIN ARE CONSISTENT WITH THE AMENDMENTS TO THE TOWN CHARTER PROVIDING FOR ELECTIONS ON THE SECOND TUESDAY OF MARCH OF EACH YEAR; THEREBY RESCINDING SECTION 34-3; AMENDING SECTIONS 34-56 AND SECTION 34-119; AND RESCINDING ARTICLE IV.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Chapter 34 of the Town Code of Ordinances titled Elections is hereby amended as follows:

Section 1. Section 34-3 titled Exemption From Uniform Election Date Provisions is hereby rescinded, and Section 34-4 shall now become Section 34-3.

Section 2. Section 34-56 titled Calling and Notice of Caucus is hereby amended as follows:

Each year the town clerk shall call a caucus of the qualified voters of the town for the purpose of nominating candidates for mayor and the town council. Such caucus shall be held as provided by section 5.03 of the Charter and shall be called by the clerk publishing the following notice in a newspaper having a general circulation in the town on the last two Mondays in December and the first Monday in January:

*Notice to the Qualified Voters of
the Town of Palm Beach*

You and each of you are hereby notified that a caucus of the qualified voters of the Town of Palm Beach, Florida, will be held in the town council chambers of the town hall at 8:00 p.m. on Tuesday, the ____ day of January, A.D. _____, for the purpose of nominating a mayor and _____ councilmembers, to be voted on at the general election to be held in the town on the second Tuesday in March.

All qualified voters of the town are entitled to be present and to place in nomination such candidates as they desire. For a nomination to be effective, it must be seconded and all nominations and seconds thereto may be made only by qualified voters of the town.

Dated, _____ day of _____ / _____ / _____, 20 _____.

/s/ Town Clerk

Section 3. Article IV titled Municipal Election Dates, Qualifying Periods and Run-Off Election Dates in years of Statewide or Countywide Presidential preference Primary Elections, Section 34-123 is hereby rescinded.

Section 4. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can

be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 5. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 6. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this ____ day of _____, 2017, and for second and final reading on this ____ day of _____, 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie K. Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Gwendolynn Peirce, CMC
Acting Town Clerk

Margaret A. Zeidman, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda

Ordinances - First Reading

Agenda Title

ORDINANCE NO. 23-2017 An Ordinance of the Town Council of the Town Of Palm Beach, Palm Beach County, Florida, Amending Chapter 2 of the Town Code of Ordinance Titled Administration at Article V, Code Enforcement, Section 2-439 Titled Citation Fine Schedule, to Include Section 38-35 of Chapter 38, Article II, Alarm Systems, Providing for Severability, Providing for Codification; Providing an Effective Date.

Kirk H. Blouin, Director of Public Safety

Presenter

ATTACHMENTS:

- ▣ **Memorandum Dated June 30, 2017 From John C. Randolph, Town Attorney**
- ▣ **Ordinance 23-2017**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

FROM: John C. Randolph, Town Attorney

RE: Ordinance No. 23-2017

DATE: June 30, 2017

STAFF RECOMMENDATION

Town Staff recommends that Town Council approve Ordinance No. 23-2017, amending Article 5 Titled Code Enforcement, Section 2-439, Citation Fine Schedule, to include a new Section 38-35 under Chapter 38 Emergency Services, Article 2 Alarm Systems so as to include Section 38-35 of Ordinance No. 23-2017 which provides a service charge for contractor activated false alarms and for excessive false alarms and non-payment of fines in the citation Fine Schedule.

GENERAL INFORMATION

The Town has adopted on second reading at its meeting of July 12, 2017 Ordinance No. 23-2017, which provides for fines for false alarms activated due to acts of construction or for reasons other than a fire resulting from work performed by a contractor or workers under the direction of said contractor. That ordinance provides that the contractor will be charged a service charge, determined by resolution or ordinance of the Town Council as may be amended from time to time, for each false alarm. Currently there does not exist a service charge or a fine for such contractor-activated false alarms. For that reason, the Town Staff has proposed Ordinance No. 23-2017 which amends the citation Fine Schedule of Article 5 relating to Code Enforcement to include Section 38-35 in the List of Offenses making violation of Section 38-35 a Class 1 violation which provides a \$75.00 fine for a first offense, \$125.00 for a second offense, \$250.00 for a third offense and \$500.00 for the fourth and subsequent offenses. A copy of the proposed Ordinance is attached hereto.

FUNDING/FISCAL IMPACT

There is no fiscal impact on the Town as a result of this Ordinance which only provides fines for violation of Ordinance No. 23-2017.

TOWN ATTORNEY REVIEW

Ordinance No. 23-2017 has been prepared by and approved by the Town Attorney.

ATTACHMENTS

Ordinance No. 23-2017

ORDINANCE NO. 23-2017

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 2 OF THE TOWN CODE OF ORDINANCE TITLED ADMINISTRATION AT ARTICLE V, CODE ENFORCEMENT, SECTION 2-439 TITLED CITATION FINE SCHEDULE, TO INCLUDE SECTION 38-35 OF CHAPTER 38, ARTICLE II, ALARM SYSTEMS, PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Chapter 2 of the Town Code of Ordinances titled Administration is hereby amended at Article V Titled Code Enforcement, at Section 2-439 Citation Fine Schedule, to include a new Section 38-35, under Chapter 38 Emergency Services Article II Alarm Systems, so as to read as follows:

“Chapter 38 Emergency Services
Article II Alarm Systems
Division 2 Permit

<u>Section 38-35</u>		1
Section 38-61	Required	1
Section 38-92	Information required from alarm users	1
Section 38-93	General alarm user requirements	1
Section 38-94	Telephone devices prohibited	1”

Section 2. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can

be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 3. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 4. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 5. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this ____ day of _____, 2017, and for second and final reading on this ____ day of _____, 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie K. Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Susan A. Owens, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member

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Ordinance No. _____

TOWN OF PALM BEACH

Town Council Meeting on: July 12, 2017

Section of Agenda

Public Hearings

Agenda Title

RESOLUTION NO. 100-2017 A Resolution of the Town Council of the Town of Palm Beach, Florida, Relating to the Provision of the Underground Utility Improvements Within the Townwide Underground Utility Assessment Area; Providing Authority and Definitions; Approving the Underground Utility Assessment Roll; Providing for the Imposition of the Assessments to Fund the Underground Utility Improvements Within the Underground Utility Assessment Area; Providing for Collection of the Assessments Pursuant to the Uniform Assessment Collection Act; Providing for the Effect of this Resolution; Providing Severability and an Effective Date.

Jane Struder, Director of Finance

TIME CERTAIN 5:01 p.m.

Presenter

ATTACHMENTS:

- ▣ **FAR Memorandum**

TOWN OF PALM BEACH

Information for Town Council Meeting on: July 12, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jane Struder, Director of Finance

Re: Town-wide Undergrounding Project Assessments – Adoption of Final Assessment
Resolution.
Resolution No. 100-2017

Date: July 7, 2017

The memorandum and Resolution for this agenda item will be issued as supplemental backup.