

REVISED

8:43 am, Jun 09, 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

JUNE 13, 2017

9:30 AM

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

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
 - a. March 30, 2017, Special Town Council Meeting Minutes
 - b. May 09, 2017, Regular Town Council Meeting Minutes
 - c. May 10, 2017, Development Review Town Council Meeting Minutes
2. Approval of Major Matters Considered by the Architectural Commission at its meeting of May 24, 2017.
John S. Page, Director of Planning, Zoning & Building

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B. RESOLUTIONS

1. RESOLUTION NO. 078-2017 - A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing an Increase to Purchase Order No. 170163 to Johnson Controls, Inc. in the Amount of \$20,000 for Emergency Service, Repairs, and Equipment for the Townwide Camera and Security System; and Establishing a New Purchase Order Budget of \$40,000; and Providing and Effective Date.
Kirk W. Blouin, Director of Public Safety
2. RESOLUTION NO. 079-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2017-06 to Seacoast Embroidery, Inc. dba Seacoast Uniforms and Approving a Uniform Purchasing Contract in the Amount \$46,019.04.
Kirk W. Blouin, Director of Public Safety
3. RESOLUTION NO. 080-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2017-21 and Approving a Construction Contract to Ferriera Construction Southern Division Company, Inc., for the Island Road and Ibis Way Bridge Improvements, in the Amount of \$299,986.93, and Establishing a Construction Phase Budget of \$330,000.
H. Paul Brazil, P.E., Director of Public Works
4. 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

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Construction Phase Budget of \$35,000.

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

5. RESOLUTION NO. 082-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Providing for a Contract Extension for Street Light and Sign Post Painting to Roof Painting by Hartzell, in an Amount Not-To-Exceed \$38,000 for Street Light and Sign Post Painting, and Establishing a Project Budget of \$41,800. **Page 110**

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

6. 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. **Page 117**

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

7. 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. **Page 123**

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

8. RESOLUTION NO. 085-2017 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 Rostan Solutions, for Debris Monitoring Services, and Authorizing the Town Manager to Execute the Same on Behalf of the Town. **Page 130**

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

9. RESOLUTION NO. 086-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Piggy Back Contract for Exterior Painting of the Police Department Facility to Sun Art Painting Corporation, and Approving a Purchase Order in an Amount of \$52,131, and Establishing a Budget of \$62,800. **Page 136**

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

10. RESOLUTION NO. 087-2017: A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving an Interlocal Agreement Between Palm Beach County and the Town of **Page 204**

Palm Beach for the Reimbursement of Emergency Medical Services (EMS) Grant Equipment and Authorizing the Application for Funds from the Palm Beach County EMS Program in the Amount of \$25,000 and Establishing a Budget of \$25,000 in Fiscal Year 2017 to be Used for the Purchase of One (1) Laerdal Sim-Man ALS Manikin and Accessories for the Improvement of Training Paramedics; and Authorizing the Town Manager to Execute This Purchase on Behalf of the Town; Such Funds Shall Not Supplant Existing EMS Budget.
Kirk W. Blouin, Director of Public Safety

11. RESOLUTION NO. 088-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida Awarding Bid No. 2017-30 to South Florida Tractor Service, Inc. for Renovation of Golf Course Tees, Approving Issuance of a Purchase Order in the Amount of \$47,250 and Establishing a Budget of \$50,000.
Beth Zickar, Director of Recreation **Page 218**

12. RESOLUTION NO. 099 - 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 Merchant Agreement with Groupon for the Sale of Vouchers for Rounds of Golf with Cart, for the Summer Season and Authorizing the Town Manager to Execute the Same on Behalf of the Town.
Beth Zickar, Director of Recreation **Page 223**

C. OTHER

1. Request for ORS to Study Various Items for Possible Code Changes
Jay Boodheshwar, Deputy Town Manager **Page 245**
2. Request to Consider Ordinance No.15-2017 Prior to 5:00 p.m. at a Public Hearing
John S. Page, Director of Planning, Zoning & Building **Page 248**
3. Request to Consider 30-year Financing for the Neighborhood Undergrounding Project for the Nightingale/La Puerta Way Assessment Area
Jay Boodheshwar, Deputy Town Manager **Page 250**
4. Authorization for Finance and Taxation Committee Meeting
Jane Struder, Director of Finance **Page 254**

IX. BOARD/COMMISSION ANNUAL REPORT

- A. Planning & Zoning Commission Annual Report
Martin I. Klein, Chair **Page 256**

X. COMMITTEE REPORTS

- A. Report of the Public Works Committee Meeting of May 5, 2017
Margaret A. Zeidman, Chair **Page 261**
- B. Report of the Ordinances, Rules & Standards Committee Meeting of May 04, 2017 **Page 270**

XI. REGULAR AGENDA

A. Old Business

1. Town-wide Underground Project:
Thomas G. Bradford, Town Manager
TIME CERTAIN 2:00 PM
Page 275
 - a. Project Update
 - b. Underground Utility Project Dashboard
Jane Struder, Director of Finance
Page 280
 - c. Results of RFP No. 2017-33 for a Line of Credit for the Undergrounding Project and a Request for Approval to Use the One Cent Sales Tax Revenue for the Underground Utility Project.
Jane Struder, Director of Finance
Page 292
 - d. RESOLUTION NO. 090-2017 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Relating To The Underground Utility Improvements; Describing The Property To Be Included Within The Proposed Underground Utility Assessment Area And The Local Improvements To Be Provided Therein; Providing Certain Legislative Findings; Determining The Estimated Capital Cost Of The Underground Utility Improvements; Establishing The Method Of Assessing The Project Cost Against The Properties That Will Be Benefitted Thereby; Establishing Other Terms And Conditions Of The Assessments; Directing The Town Manager To Prepare A Preliminary Assessment Roll; Establishing A Public Hearing To Consider Imposition Of The Proposed Improvement Assessments And The Method Of Their Collection; Directing The Provision Of Notice; Providing For Application Of The Improvement Assesment Proceeds; Decalring The Town's Intent For Reimbursement From Bond Proceeds; And Providing For An Effective Date.
Jane Struder, Director of Finance
Page 311
 - e. EMERGENCY ORDINANCE NO. 18-2017 An Emergency Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Providing For An Amendment To The Town's Budgets Adopted For The Fiscal Year Commencing October 1, 2016; And Providing An Effective Date.
Jane Struder, Director of Finance
Page 305
 - f. RESOLUTION NO. 091-2017 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Awarding A Construction Manager At Risk Contract To Burkhardt Construction, Inc., For The Town-wide Overhead Utility
Page 381

Undergrounding Phase 1 North And Associated Capital Improvement Broken Down As Follows: Phase 1 North Utility Undergrounding In The Amount Of \$3,598,144.09 And Establishing A Construction Phase Budget Of \$3,798,144.09 From The Town-wide Undergrounding Of Utilities Fund; Water Main Improvements On East Inlet Drive And Lauria Lane In The Amount Of \$822,443.32 And Establishing A Construction Phase Budget Of \$883,111.65 From The City Of West Palm Beach Renewal And Replacement 457 Fund, Drainage Improvements On Onondaga Avenue In The Amount Of \$390,923.25 And Establishing A Construction Phase Budget Of \$451,591.58 From The Accelerated Capital Improvements Fund For A Total Purchase Order In The Amount Of \$4,811,510.66, And Establishing A Total Construction Budget Of \$5,132,847.32.
H. Paul Brazil, P.E., Director Public Works

g. RESOLUTION NO. 092-2017 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 For The Town-Wide Overhead Utility Undergrounding Phase 1 North To Kimley-Horn And Associates, Inc., In An Amount Not-To-Exceed \$230,532, And Establishing A Construction Phase Engineering Services Budget Of \$253,532 From The Town-Wide Undergrounding Of Utilities Fund, Street Water Main Improvements On East Inlet Drive And Lauria Lane In The Amount Of \$44,262 And Establishing A Construction Phase Engineering Services Budget Of \$48,662 From The City Of West Palm Beach Renewal And Replacement 457 Fund, Sewer And Drainage Improvements On Onondaga Avenue In The Amount Of \$40,550 And Establishing A Construction Phase Engineering Services Budget Of \$44,550 From The Accelerated Capital Improvements Fund.
H. Paul Brazil, P.E., Director Public Works

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h. RESOLUTION NO. 093-2017 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Awarding A Construction Manager At Risk Contract To Whiting-Turner Contracting Company, For The Town-wide Overhead Utility Undergrounding Phase 1 South, And Associated Capital Improvements Broken Down As Follows: Phase 1 South Utility Undergrounding In The Amount Of \$4,450,977.22 And Establishing A Construction Phase Budget Of \$4,695,977.22 From The Town-wide Undergrounding Of Utilities Fund; Undergrounding Of The Overhead Utilities Within The City Of Lake Worth Along South Ocean Boulevard In The Amount Of \$351,081.21 From The Town's General Capital Fund; Street Lighting Upgrades From Sloan's Curve To Lake Avenue In The Amount Of \$2,345,643.52 And Establishing A Construction Phase Budget Of \$2,580,000 From The Accelerated Capital Improvements Fund; Drainage Improvements In The Amount Of \$150,450.23 And Establishing A Construction Phase Budget Of \$165,500 From The Accelerated Capital Improvements Fund For A

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Total Purchase Order In The Amount Of \$7,298,152.18 And Establishing A Total Construction Budget Of \$7,792,558.43.
H. Paul Brazil, P.E., Director Public Works

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i. RESOLUTION NO. 094-2017 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 For The Town-wide Overhead Utility Undergrounding Phase 1 South Project Broken Down As Follows: Kimley-Horn And Associates, Inc., In An Amount Not-To-Exceed \$283,880, And Establishing A Construction Engineering Phase Services Budget Of \$315,000 From The Town-wide Undergrounding Of Utilities Fund; Undergrounding Of The Overhead Utilities Within The City Of Lake Worth Along South Ocean Boulevard In The Amount Of \$14,941 And Establishing A Construction Engineering Phase Services Budget Of \$16,500 From The Town's General Capital Fund; Street Lighting Upgrades From Sloan's Curve To Lake Avenue In The Amount Of \$141,511 And Establishing A Construction Engineering Phase Services Budget Of \$156,000 From The Accelerated Capital Improvements Fund; Drainage Improvements In The Amount Of \$56,410 And Establishing A Construction Engineering Phase Services Budget Of \$62,500 From The Accelerated Capital Improvements Fund For A Total Purchase Order In The Amount Of \$496,742, And Establishing A Total Construction Phase Engineering Budget Of \$550,000.

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

j. RESOLUTION NO. 095-2017 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving A Purchase Order To Kimley-Horn And Associates, Inc. In The Amount Of \$978,658 For Phase 2 Engineering Design Services Of The Town-Wide Undergrounding Of Utilities Program.

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

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k. RESOLUTION NO. 096-2017 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving A Purchase Order To Patterson & Dewar In The Amount Not-To-Exceed \$100,000 For The Peer Review Of Town-Wide Underground Utilities Master Plan.

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

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l. RESOLUTION NO. 089-2017 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving Funding For The Town-wide Overhead Utility Undergrounding Phase 1 - North And South Direct Costs To FP&L In The Amount Of \$1,404,485.00 , Comcast In The Amount Of \$155,206.81, And AT&T In The Amount Of \$425,611.79 And Establishing A Total Franchise Utility Construction Budget Of \$1,979,303.60.

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

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2. Consideration of a Change in Date to the Town Caucus or Municipal Election Day **Page 450**
Jay Boodheshwar, Deputy Town Manager
3. Discussion of Term Limits for Remainder of All Town Boards and Commissions **Page 461**
Margaret A. Zeidman, Town Council Member
4. Coastal Update: **Page 464**
H. Paul Brazil, P.E., Director of Public Works
 - a. Shoreline Condition Update
 - b. Approving a Public Beach Access Agreement as the Template to be Used for Proposed Improvements to Public Beach Access Points and for Renewal of All Existing Public Beach Access Agreements Upon Annual Renewal of Same.
H. Paul Brazil, P.E., Director Public Works
5. Presentation on Proposed Donor Recognition Program at Recreation Center and Seaview Park **Page 470**
Beth Zickar, Director of Recreation
6. Update on the Status of the Zika Virus and Town Actions to Minimize the Threat to Palm Beach
Margaret Zeidman, Town Council Member

B. New Business

1. Henry Flagler Memorial Statue:
 - a. Placement Approval on Royal Poinciana Way **Page 474**
John S. Page, Director of Planning, Zoning & Building
 - b. Approval of Purchase Order for Design, Permitting, and Construction Phase Services for Re-Establishment of the Flagler Statue and Confirmation of the Statues Location in the Royal Poinciana Way Median.

RESOLUTION NO. 100-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Design, Permitting, and Construction Phase Engineering Services to Kimley-Horn & Associates, Inc., in an Amount of \$19,989 for the Re-Establishment of the Flagler Statue in the Royal Poinciana Way Median, and Establishing an Engineering Phase Budget of \$22,000.
H. Paul Brazil, P.E., Director of Public Works
2. RESOLUTION NO. 101-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Ratifying the Fiscal Year 2015 Through Fiscal Year 2017 Collective Bargaining Agreement Between the Town and the International Association of Fire **Page 485**

Fighters, Local #2928.

Danielle Olson, Director of Human Resources

C. Matters Pulled From Consent Agenda: If needed

XII. ORDINANCES

A. Second Reading

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

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John Page, Director of Planning, Zoning and Building

B. First 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.

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Kirk H. Blouin, Director of Public Safety

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

6/7/17

Main Town Calendar

Town Council Meeting-Regular Business

June 13, 9:30 AM - 5:00 PM

[More Details](#)

Town Council Meeting-Development Review

June 14, 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

June 14, 3:00 PM - 5:00 PM @ Administrative Conference Room

[More Details](#)

Code Enforcement Board Meeting

June 15, 2:00 PM - 5:00 PM @ Council Chambers

[More Details](#)

Selection Committee Meeting for RFP No. 2017-32 - Traffic Engineering Consultants

June 16, 9:30 AM - 11:30 AM @ Public Works Meeting Room

[More Details](#)

Selection Committee Meeting for RFP 2017-10 - Holiday Lighting and Decorating Services

June 20, 1:00 PM - 3:00 PM @ Public Works Meeting Room

[More Details](#)

Landmarks Preservation Commission (LPC) Meeting

June 21, 9:30 AM - 5:00 PM @ Council Chambers

[More Details](#)

Architectural Commission (ARCOM) Meeting

June 28, 9:00 AM - 5:00 PM @ Council Chambers

[More Details](#)

Fourth of July-Town Hall Offices Closed

July 4, All Day

[More Details](#)

Underground Utilities Task Force (UUTF) Meeting

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

[More Details](#)

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](#)

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](#)

Town Council Meeting-Regular Business and Development Review

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

[More Details](#)

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda Minutes

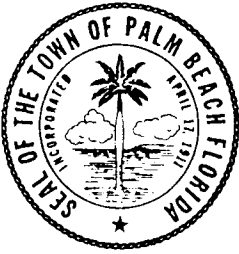
Agenda Title
TOWN COUNCIL MEETING MINUTES:
Gwendolynn Peirce, CMC, Acting Town Clerk

- a. March 30, 2017, Special Town Council Meeting Minutes
- b. May 09, 2017, Regular Town Council Meeting Minutes
- c. May 10, 2017, Development Review Town Council Meeting Minutes

Presenter

ATTACHMENTS:

- ▣ **March 30, 2017 Special Town Council Meeting Minutes**
- ▣ **May 09, 2017 Regular Town Council Meeting Minutes**
- ▣ **May 10, 2017 Development Review Meeting Minutes**



TOWN OF PALM BEACH

Planning, Zoning & Building Department

MINUTES OF THE SPECIAL TOWN COUNCIL MEETING

HELD ON THURSDAY, MARCH 30, 2017

I. CALL TO ORDER AND ROLL CALL

The Special Town Council meeting was called to order on Thursday, March 30, 2017, at 9:00 A.M. in the Town Council Chambers. On roll call, all of the elected officials were found to be present.

Council President Kleid noted that Thomas Baird would be sitting in for John C. Randolph, Town Attorney.

II. PLEDGE OF ALLEGIANCE

Council President Kleid led the Pledge of Allegiance.

III. COMMUNICATIONS FROM CITIZENS

Jere Zenko, 232 Tangier Avenue, commented on the positive changes to the Royal Poinciana Plaza.

Anita Seltzer, 44 Coconut Row, spoke of her concerns on the proposed Comprehensive Plan.

IV. ORDINANCE NO. 9-2017 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Town Of Palm Beach's Comprehensive Plan By Amending The Data & Analysis, As Well As The Goals, Objectives And Policies Within The Plan Based On The Town's Recent Evaluation And Appraisal Of The Comprehensive Plan; Providing For Incorporation Of Recitals; Providing For Severability; Providing For Repeal Of Ordinances In Conflict Hereof; Providing For Codification; Providing An Effective Date.

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

Town Manager Bradford provided information on his research of other communities that have enacted Safe Neighborhood Districts and recommend that Ordinance No. 9-2017 be adopted and forwarded to State Department of Economic Development.

Discussion took place on urban environments and development and clarification of Comprehensive Plan procedures.

Carole LeCates, 212 Seabreeze Avenue, asked about process of submittal of Comprehensive Plan and explained why she felt safe neighborhood district portion should not be included. She then read from the Florida Statutes what is supposed to be included in a Comprehensive Plan.

John O'Neill, Palm Beach business owner, objected to inclusion of neighborhood improvement district references in the Comprehensive Plan.

Anne Pepper, 233 Seaspray Avenue, objected to inclusion of neighborhood improvement district references in the Comprehensive Plan.

Anita Seltzer, 44 Cocoanut Row, spoke against approval of the proposed Comprehensive Plan.

Jere Zenko, 232 Tangier Avenue, objected to inclusion of neighborhood improvement district references in the Comprehensive Plan.

Discussion took place on options of Comprehensive Plan submittal.

Motion was made by Council Member Moore, and seconded by Council Member Araskog, to approve Ordinance No. 9-2017 excluding the Safe Neighborhood District portions of the Comprehensive Plan. On roll call, the motion carried unanimously.

Director Page confirmed that prior Council directive for changes have been included in the most recent Comprehensive Plan revision.

V. RECREATION CENTER

Town Manager Bradford provided information on concept of Friends of Recreation (FOR) paying for pre-construction services for Hedrick Brothers relative to the Recreation Center.

Council Members Araskog and Zeidman asked Town Manager Bradford for clarification.

John O'Neill, Palm Beach business owner, offered his thoughts on contract principles.

Sofia Maduro, 249 Everglade Avenue, asked if the Town was rushing the project and how the Council felt about the newspaper advertisements.

Jere Zenko, 232 Tangier Avenue, raised her concerns about combining kids and adults at any facility.

Discussion took place on clarification of donation versus grant offset, intent of contract and intent of Council. Each council member then explained their intent. Council Member Zeidman understood that if 2/3 was put in, the Town would be responsible for 1/3. If the 2/3 does not go in, then it becomes a donation.

Council President Pro Tem Moore echoed Council Member Zeidman's understanding. Ms. Moore's concern is that Town taxpayer money not be spent until both The Mandel Foundation and Friends of Recreation have come up with their 2/3 contribution.

Council President Kleid thought that the project had to move along. If the contractor was going to start the construction and demolition this summer, money was needed to front preliminary expenses. It was his understanding was that the money would be put up front. If the Town proceeds with the project that this money would be credited against the matching grant. If not, the donor would be responsible for the full payment of the money and the tax payers would not be obligated to refund that money.

Council Member Lindsay understood that this money was a donation.

Council Member Araskog understood that the money was a donation.

1 Discussion took place on approval of what was in the brochure regarding the Recreation
2 Center.

3
4
5 VI. ADJOURNMENT

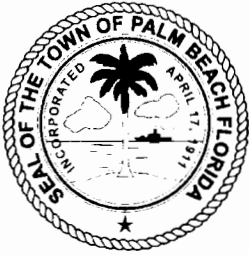
6 There being no further business, the March 30, 2017, Town Council meeting was
7 adjourned at 10:55 A.M.

8 APPROVED:

9
10
11 _____
12 Richard M. Kleid, Town Council President
13
14

15 PREPARED BY:

16
17
18 _____
19 Kathleen Ruderman, Deputy Town Clerk



TOWN OF PALM BEACH

Office of the Town Clerk

MINUTES OF THE REGULAR TOWN COUNCIL MEETING HELD ON TUESDAY, MAY 09, 2017

I. CALL TO ORDER AND ROLL CALL

The regular Town Council meeting was called to order on Tuesday, May 09, 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 Eichhorn 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. RECOGNITIONS

- A.** Recognition of Nikita Zukov, Landmarks Preservation Commission, from May 2014 through March 2017
John S. Page, Director of Planning, Zoning & Building

Mayor Coniglio recognized Nikita Zukov for his service on the Landmarks Preservation Commission and presented him with a commemorative plaque.

- B.** Recognition of Pamela McIver, Recreation Advisory Commission, from April 2009 through April 2017
Gail L. Coniglio, Mayor

Mayor Coniglio recognized Pamela McIver for her service on the Recreation Advisory Commission and presented her with a commemorative plaque.

V. PRESENTATIONS

- A.** Scholarship provided by the Palm Beach Civic and Citizens' Association *John Cregan, Palm Beach Civic Association and Lew Crampton, Citizens' Association of Palm Beach*

Mayor Coniglio, John Cregan and Lew Crampton presented a scholarship to Sophia Rivero.

- B.** Scholarship Provided by the Palm Beach Country Club
David Mack, Palm Beach Country Club

Mayor Coniglio and David Mack presented scholarships to the following recipients: Joshua Alber, Teona Bell, Haley Boodheshwar, Christina Caristo, Caleb Castro, Frank Guelli, Joseph Herzog, Colt Keehan, Ryan Lynch, Amanda Marx, Taylor Medeiros, Brook Miller, Cheyenne Minot, Jonathan Moriarty, Christopher Olbrych, Curtashia Oliver, Kendal Palmer, Sofia Rivero, Megan Rogers, Miguelangel Salgado, and Jessica Waymire.

- C.** Architectural Commission Presentations by Applicants
John S. Page, Director of Planning, Zoning & Building

The following applicants provided a presentation to the Town Council:

Kathleen Carbonara
Katherine Del Deo Catlan
Eleanor Woolems

- D.** Shore Protection Board Presentations by Applicants
H. Paul Brazil, P.E., Director of Public Works

The following applicants provided a presentation to the Town Council:

Melissa Cerialle
Steven Jacoby
Harvey Kinzelberg

- E.** Underground Utilities Task Force Presentations by Applicants
Thomas G. Bradford, Town Manager

The following applicants provided a presentation to the Town Council:

Karen Butler
Harris Fried

Nicki McDonald

Howard Murray

Allen Wyett

F. Recreation Advisory Commission Presentations by Applicants

Beth Zickar, Director of Recreation

The following applicants provided a presentation to the Town Council:

Amy Bahl

John Hartz

Grier Pressly

Linda Wartow

Peter Harris

VI. COMMENTS OF MAYOR GAIL L. CONIGLIO

Mayor Coniglio spoke regarding celebrating the community, expressed appreciation of Town employees, and encouraged all to take the opportunity to thank employees. She recognized employees who had recently retired: Adis Pedraza, Greg Parkinson, Chuck Langley, and Linda McDonald

VII. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

President Kleid commented that he was always in awe of the quality of the people applying for positions on the Town boards and commissions and urged those who have not been appointed today to continue to apply for upcoming positions.

Council Member Araskog commented that she was in agreement with the comments of President Kleid regarding the quality of applicants for boards and commissions. She added that residents should not put out garbage bags without being in containers, as it was a health risk to Public Works employees, and urged all to use containers for garbage.

Council Member Lindsay commented regarding the high quality of applicants for positions on the Town boards and commissions, and urged them to keep applying in the future.

President Pro Tem Moore commented that the Town board and commission applications state that all applications expire on December 15th of each year, and encouraged applicants to be mindful of that, to submit new applications on a timely basis, and to keep track of the different boards and commissions since they each rotate at different times of the year.

Council Member Zeidman spoke regarding the manner in which citizens could be made aware of issues on the Town Council agendas that may affect their particular property.

1 Town Manager Bradford commented that the Town offered citizens the opportunity to
2 sign up for an email alert system that published the agendas prior to the meetings.

3
4 President Kleid commented that there were also mandated notice requirements in certain
5 instances.

6
7 Town Manager Bradford, read a statement from the Florida Department of Transportation
8 (FDOT) regarding the recent malfunctions with the Flagler Memorial Bridge:

9 "The recent temporary shut downs of the Flagler Memorial Bridge are in no way related
10 to any settlement issues with the replacement bridge. The malfunctions that have occurred
11 are the result of efforts to balance the bridge and correct the misalignment of the locks that
12 hold the spans in the down position. Any and all speculation that attributes these
13 malfunctions to the settlement of the bridge is false. Also, please be advised that the
14 contractor, PCL, plans to proceed with planned lane closures for the weeks of May 14,
15 and May 21. In addition, they will request lane closures after Memorial Day." Signed by
16 Angel Streeter Gardner, Public Information Officer, Flagler Memorial Bridge
17 Replacement Project.

18
19 Town Manager Bradford pointed out that he had read that there were rumors in Town that
20 the recent malfunctions experienced were the result of settlement, and he wanted to clarify
21 that they were not.

22
23 Mayor Coniglio commented that she had requested Jeffrey Parker from FDOT to attend
24 the meeting today; however his schedule did not allow it, and he had agreed to address the
25 Town Council at its June 13, 2017, Town Council meeting.

26
27 **VIII. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE**

28
29 Richard Rene Silvin commented regarding the concerns of resident Robert Keefer related
30 to construction issues taking place with the 89 Middle Rd. project, and suggested a deferral
31 regarding the replat of the former Kluge Estate.

32
33 Robert Keefer, 598 S. County Rd., commented regarding the 89 Middle Rd. project and
34 the proposed sewer line along the edge of his property, as well as power lines along his
35 hedge line, and requested the opportunity to oppose the project.

36
37 Town Attorney Randolph clarified that the only issue on the Agenda today was the
38 conceptual abandonment of an easement, which was not a quasi-judicial hearing; the
39 comments made by Mr. Silvin and Mr. Keefer were regarding the subdivision of the
40 property which would be considered at an upcoming quasi-judicial hearing, and the
41 comments made today should be preserved, so that they could be entered in the quasi-
42 judicial hearing if the parties were returning for that. Those making comments would
43 need to be sworn in at the time of the quasi-judicial hearing. He stated that if those making
44 comments today wanted their comments to be made part of the quasi-judicial hearing, the
45 parties would need to be sworn in today.

1 Acting Town Clerk Eichhorn administered the oath to all those who made comments
2 relative to the quasi-judicial nature of the 89 Middle Rd.project.

3
4 Lew Crampton, 2335 S. Ocean Blvd., President of the Citizens Association, commended
5 Director of Public Safety Kirk Blouin and his staff members for the great service to
6 residents in the south end, particularly citing the defensive driving course offered by the
7 Police Department..

8
9 Diane Buhler, Friends of Palm Beach, provided an update on private property beach trash
10 removal, a beach planting project, the upcoming volunteer beach clean-up day, and
11 funding needed for a truck to remove beach garbage.

12
13 Council Member Zeidman pointed out that the beach trash removal is from private
14 property, and that property owners should be aware that Friends of Palm Beach was
15 looking for funding.

16
17 Council Member Araskog thanked Ms. Buhler for her volunteer work, and for her
18 diligence in trying to acquire a vehicle for beach trash removal.

19
20 Council Member Lindsay commented that in former years the Town had paid an employee
21 to pick up trash on the beaches. That position had been cut out of the budget years ago,
22 during the recession, and she commended Ms. Buhler on the level of thoroughness her
23 team exhibited in cleaning the beaches while relying on donations.

24
25
26 **IX. APPROVAL OF CONSENT AGENDA**

27
28 The following changes were made to the Consent Agenda:

29
30 **PULLED FROM CONSENT:**

- 31
32 • **ITEM NO. IX.B.9, RESOLUTION NO. 069-2017, WAS PULLED FROM THE**
33 **CONSENT AGENDA AND HEARD UNDER ITEM XII.C.**
34
35 • **ITEM NO. IX.B.10, RESOLUTION NO. 070-2017, WAS PULLED FROM THE**
36 **CONSENT AGENDA AND HEARD UNDER ITEM XII. C.**

37
38 **Motion was made by President Pro Tem Moore, and seconded by Council Member Lindsay,**
39 **to approve the Consent Agenda, as amended above. On roll call, the motion carried**
40 **unanimously.**

41
42 **A. MINUTES**

43
44 **1. TOWN COUNCIL MEETING MINUTES:**

45 *Susan Eichhorn, Acting Town Clerk*
46

- a. March 30, 2017, Special Town Council Meeting
Budget Workshop
- b. April 12, 2017, Town Council Development Review
Meeting Minutes
- c. April 13, 2017, Regular Town Council Meeting
Minutes

2. **LOCAL PLANNING AGENCY MEETING MINUTES:**

Susan Eichhorn, Acting Town Clerk

- a. April 12, 2017, Local Planning Agency Meeting
Minutes
3. Approval of Major Matters Considered by the Architectural
Commission at its meeting of April 26, 2017
John S. Page, Director of Planning, Zoning & Building

B. RESOLUTIONS

1. **RESOLUTION NO. 061-2017** A Resolution of the Town
Council of the Town of Palm Beach, Palm Beach County, Florida,
Approving the Renewal of a Contract Between the Town and
Humana Dental Insurance Company, to Provide Administrative
Services for Group Dental Coverage; in an Amount not to Exceed
\$28,000 and Authorizing the Town Manager to Take Actions
Necessary to Effectuate This Contract.
Danielle Olson, Director of Human Resources
2. **RESOLUTION NO. 062-2017** A Resolution of the Town
Council of the Town of Palm Beach, Palm Beach County, Florida,
Approving a Purchase Order in the Amount of \$62,814, to Isuzu
Truck of Ocala, for a 2017 Tilt Cab and Chassis With a
Combination Stake/Dump Body Truck Via FSA Bid No. 16-VEH,
as Referenced in RFQ No. 56-2017, and Establishing a Project
Budget of \$64,000.
H. Paul Brazil, P.E., Director of Public Works
3. **RESOLUTION NO. 063-2017** A Resolution of the Town
Council of the Town of Palm Beach, Palm Beach County,
Florida, Approving a Purchase Order in the Amount of \$24,368,
to Duval Ford, for a 2017 Ford Transit Utility Cargo Van Via
FSA Bid No. 16-VEH14.0, as Referenced in RFQ No. 55-2017,
and Establishing a Project Budget of \$26,000.
H. Paul Brazil, P.E., Director of Public Works

- 1 4. RESOLUTION NO. 064-2017 A Resolution of the Town
2 Council of the Town of Palm Beach, Palm Beach County, Florida,
3 Increasing Purchase Order No. 170171 to Navistar Inc., in the
4 Amount of \$7,500, for the Procurement of Parts for the Remaining
5 FY17 Budget, Thereby Increasing the Total Purchase Order
6 Amount from \$24,500 to
7 \$32,000.

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

- 9 5. RESOLUTION NO. 065-2017 A Resolution of the Town
10 Council of the Town of Palm Beach, Palm Beach County,
11 Florida, Approving a Contract Extension to Universal Electric
12 of Florida, Inc., and C.R. Dunn, Inc., for Electrical Maintenance
13 and Repair Services in a Cumulative Total Amount Not-to-
14 Exceed \$174,000.

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

- 16 6. RESOLUTION NO. 066-2017 A Resolution of the Town
17 Council of the Town of Palm Beach, Palm Beach County, Florida,
18 Providing Authorization for a Contract Extension for Tree
19 Trimming and Pruning Services to Zimmerman Tree Service, in
20 an Amount Not-to-Exceed \$178,900 for Tree Trimming and
21 Pruning Services, and Establishing a Project Budget of \$187,850.

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

- 23 7. RESOLUTION NO. 067-2017 A Resolution of the Town Council
24 of the Town of Palm Beach, Palm Beach County, Florida,
25 Approving a Purchase Order for Construction Phase Engineering
26 Services to Mock Roos & Associates, Inc., in an Amount of
27 \$34,570 for the Australian Avenue Sanitary Sewer and Parking Lot
28 Improvements, and Establishing a Construction Phase Budget of
29 \$38,500.

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

- 31 8. RESOLUTION NO. 068-2017 A Resolution of the Town
32 Council of the Town of Palm Beach, Palm Beach County, Florida,
33 Awarding Bid No. 2017-20 and Approving a Construction
34 Contract to Hinterland Group, Inc., for the Australian Avenue
35 Sanitary Sewer and Parking Lot Improvements, in the Amount of
36 \$228,580 and Establishing a Construction Phase Budget of
37 \$252,580.

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

- 39 9. RESOLUTION NO. 069-2017 A Resolution of the Town
40 Council of the Town of Palm Beach, Palm Beach County, Florida,
41 Amending the Pre-Construction Contract and Approving a
42 Change Order to Purchase Order No. 170866 in the Amount of
43 \$43,054 to Hedrick Brothers Construction, Inc., for the Second
44 Task Associated with Pre- Construction Phase Services for the

Seaview Park and Palm Beach Recreation Center Improvements, for a Total Amount of \$76,142 and Accepting a Donation of \$43,054 from Friends of Recreation Which Represents an Advanced Contribution, Which will be Designated as a Grant Off-Set Toward Their One-Third (1/3) Share of the Project Costs Previously Committed.

H. Paul Brazil, P.E., Director of Public Works – Item Pulled from Consent Agenda and Heard Under Item No. XIII.C.

10. RESOLUTION NO. 070-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2017-17 for Lake Trail Improvements from Royal Poinciana Way to the Sailfish Club and Approving a Construction Contract to R and D Paving, LLC in the Amount of \$902,541.75 and Establishing a Construction Phase Budget of \$952,541.75.

H. Paul Brazil, P.E., Director of Public Works Item Pulled from Consent Agenda and Heard Under Item No. XIII.C.

11. RESOLUTION NO. 071-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing an Increase to Purchase Order No. 170885 to GL Distributors, Inc. in the Amount of \$10, 001 for Approving Purchase of Bullet Proof Vests and Shirt Carriers for a New Total Budget of \$30,000; and Providing an Effective Date.

Kirk W. Blouin, Director of Public Safety

12. RESOLUTION NO. 072-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing an Increase to Purchase Order 170244 to Citation Communications, Inc. in the Amount of \$20,000 for Radio Repairs, Equipment, and System Upgrade and Approving a Total Budget of \$29,800; and Providing an Effective Date.

Kirk W. Blouin, Director of Public Safety

13. RESOLUTION NO. 073-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Purchase of a Lenovo Server and Additional Memory on the State of Florida Contract 43211500-WSCA-15ACS and TCPN Contract R5110 to PCMG in the Amount of \$54,057.40 and Establishing a Budget of \$57,000 for Purchases in Fiscal Year 2017.

Jay Boodheshwar, Deputy Town Manager

14. RESOLUTION NO. 074-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Purchase of a Dell Isilon Network Area Storage Solution on State of Florida Contract MNWNC-10943211500-WSCA-15-ACS to CDWG in the Amount of \$138,577.68 and

Establishing a Budget of \$145,000 for Purchases in Fiscal Year 2017; and Authorizing the Town Manager to Execute this Purchase on Behalf of the Town.

Jay Boodheshwar, Deputy Town Manager

15. RESOLUTION NO. 075-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Providing Authorization for a Contract Extension for the Worth Avenue Commercial District Maintenance Program to Battalan Enterprises dba Property Works, in an Amount Not-To-Exceed \$135,865.31 and Establishing a Project Budget of \$149,455 for the Worth Avenue Commercial District Maintenance Program, Which is a Non-Advalorem Assessment Paid for by the Property Owners Within the Assessment Area.

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

16. RESOLUTION NO. 076-2017 A Resolution of the Town Council of Town of Palm Beach, Palm Beach County, Florida, Approving a Change Order to PO No. 160900 to Auxis Managed Solutions, LLC. in the Amount of \$95,000 for the Provision of Information Technology Support Services for the Office of Information Technology.

Jay Boodheshwar, Deputy Town Manager

C. OTHER

1. Request By the City of West Palm Beach for Town Sponsorship in the Amount of \$12,000 for the City's Fourth on Flagler Event

Thomas G. Bradford, Town Manager

X. BOARD/COMMISSION ANNUAL REPORT

A. Code Enforcement Board Annual Report

James M. Ballentine, Jr., Chair

Chair James M. Ballentine, Jr. provided an overview of the Code Enforcement Board Annual Report.

Discussion ensued regarding the code violation fine structure, and the enforcement of code violations. .

Code Enforcement Manager Ben Alma spoke regarding the staff that can cite code violations, and provided a telephone number for an immediate response to code complaints: (561) 838-5454.

Council Member Lindsay complimented Mr. Alma on the regulation of unkempt construction sites in the north end of Town, and encouraged Police

Patrol officers to note code violations.

Council Member Araskog commented regarding increasing code enforcement staff. Mr. Alma replied that four new Parking Officers were in training to write code violations, and Police Officers would be considered as additional staff to handle right-of-way violations.

President Kleid pointed out that it was the consensus of the Town Council to get more and more people involved in order to improve code enforcement.

Town Manager Bradford replied that staff had been working on increasing the full time equivalence for right-of-way inspectors without actually having to affect the general fund; however, it would cause a minor uptick in the building permit fees to pay for it. Staff would present that information at the budget meeting in July.

Mayor Coniglio stated that she was not sure that adding a building permit fee was fair to the resident that was commencing building, and that possibly staff could look into increasing the fines for violations. She congratulated Code Enforcement Manager Ben Alma and the Police Department for the great improvements in managing code enforcement.

Town Attorney Randolph commented that a report is presented at the beginning of every Code Enforcement Board meeting providing statistics of all of the cases that have come in, as well as all of the cases that have been settled, and it was amazing how many of the cases had been settled by Code Enforcement staff before they even got to the Code Enforcement Board.

Motion was made by Council Member Zeidman, and seconded by Council Member Araskog, to accept the report of the Code Enforcement Board. On roll call, the motion carried unanimously.

XI. COMMITTEE REPORTS

A. Report of the Public Works Committee Meeting of March 31, 2017
Margaret A. Zeidman, Chair

B. Public Works Committee Chair Zeidman provided an overview of the report of the Public Works Committee meeting held on March 31, 2017, noting in particular that there had been a request from residents to upgrade public beach access points, and a draft agreement between residents and the Town had been included in the back up material for discussion by the Town Council.

C. Town Attorney Randolph advised great caution in moving forward with this

1 type of an agreement, since these were public access easements, and there
2 should be nothing done in regard to these easements which would deter or
3 impede the public use of the easements, or make the easements look as though
4 they were private. He noted that he had reviewed the draft agreement and had
5 modified it, particularly in regard to a hold harmless clause, which would
6 indicate that the property owner would be totally responsible for any claims or
7 lawsuits which would come about as a result of going forward with this
8 agreement.

9
10 **Motion was made by Council Member Araskog, and seconded by President Pro Tem Moore,**
11 **to accept the report of the Public Works Committee. On roll call, the motion carried**
12 **unanimously.**

13
14
15 1. Use and Improvements of Public Beach Accesses
16 *H. Paul Brazil, P.E., Director of Public Works*

17
18 Director of Public Works Paul Brazil spoke regarding the inconsistency of gates
19 in public beach access points, the requirement for Town Council approval for both
20 the process and any annual agreement that would regard public beach access
21 points. He recommended that Town staff would manage the public beach access
22 improvements as a Town construction project, while accepting donated funds to
23 do the work. All parties would agree to the scope, the project would be bid, the
24 donors would decide whether to accept the bid, the bid would be brought back to
25 the Town Council for award, and acceptance of the donation.

26
27 Discussion ensued regarding the draft agreement, the number of public beach
28 access points, gates, fences, signage, liability concerns, inspection upon annual
29 agreement renewal, access for heavy equipment to replace sand on the beaches,
30 and public safety issues.

31
32 Town Manager Bradford recommended that the Public Works staff create a tickler
33 system, so that routine inspections are done for the annual renewal, and that when
34 existing beach access agreements are up for renewal, the new agreement format
35 would be used.

36
37 Town Attorney Randolph advised that, if time was not of the essence, he would
38 like the opportunity to further review the draft agreement.

39
40 **It was the consensus of the Town Council to defer the agreement for the use and**
41 **improvements of public beach access to the June 13, 2017, Town Council meeting.**

42
43 Town Manager Bradford recommended that if and when the Town Council
44 approved the agreement it should be accomplished through a formal resolution.

45
46 Council Member Araskog requested an accounting of the staff time necessary to

complete the project.

**D. Report of the Ordinances, Rules & Standards Committee Meeting of
April 6, 2017**
Bobbie Lindsay, Chair

Ordinances, Rules & Standards Committee Chair Lindsay provided an overview of the report of the Ordinances, Rules & Standards Committee meeting of April 6, 2017.

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

XII. REGULAR AGENDA

A. Old Business

1. Status Report Regarding the Potential Sale of 5976 Okeechobee Blvd.

Jay Boodheshwar, Deputy Town Manager

Deputy Town Manager Jay Boodheshwar provided a status report, and sought direction regarding the potential disposition of Town owned property at 5976 Okeechobee Blvd.

Discussion ensued regarding the appraisal of the property, development of a Request for Proposal (RFP) for the frontage of the property or for the full property, consideration of a long-term ground lease for partial or full utilization of the property, and reviewing the utilization of other Town owned properties.

It was the consensus of the Town Council to direct staff to consult with a land use attorney to analyze the long-term ground lease concept, and return to the Town Council with recommendations for potential terms of an RFP for sale or lease of 5976 Okeechobee Blvd.

2. Coastal Update:

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

a. Shoreline Condition Update

Coastal Program Manager Rob Weber provided an update on shoreline conditions.

Discussion ensued regarding additional dune planting, recognition of Connie Gasque, now deceased, who had brought forward vital information on the beach sand, annual funding requests to the Florida Department of Environmental Protection (FDEP), the volume of sand transferred to Reach 2, the Environmental Impact Statement (EIS) regarding Reach 8, and gratitude for the Town Council implementing the shore protection plan.

Town Manager Bradford commented that he had participated in a conference call with the White House staff regarding their environmental initiatives relative to infrastructure, including proposed time limits on the response of environmental agencies to such things as the EIS.

- b. RESOLUTION NO. 077-2017 - A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Coastal Engineering Services to Applied Technology & Management, Inc., in an Amount of \$42,598 for an Alternatives Assessment of the Breakers/Clarke Avenue Beach Area, and Establishing a Professional Services Task Budget of \$50,000.

Public Works Director Paul Brazil provided an overview of Resolution No. 077-2017 requesting approval of a purchase order for coastal engineering services and establishing a professional services task budget. He explained that an alternatives assessment of the Breakers/Clarke Avenue beach area was not included in the Town Council adopted ten (10) year Coastal Management Plan, and that an alternatives analysis would define a solution in this area that would meet the needs of all stakeholders. The alternatives assessment analysis had been recommended by the Shore Protection Board.

Discussion ensued regarding the specific costs to the Town, and the availability of The Breakers engineering consultants.

Tom Warnke, Lake Worth, Florida, spoke in favor of the Resolution, noting that he had attended Shore Protection Board meetings for quite some time, had been engaged for ten years in keeping erosion in Palm Beach County from becoming more and more of a problem, and looked forward to helping with the project as a volunteer. Mr. Warnke clarified that he had been on the Executive Committee of the Surfrider Foundation, but was not representing the Surfrider Foundation in his comments today.

Discussion took place regarding the timeline for the project, an emergency backup plan for vulnerable areas of the beach, and working with the regulatory agencies to identify what is acceptable and what

could be permitted.

Motion was made by Council Member Zeidman, and seconded by Council Member Araskog, to approve Resolution No. 077-2017. On roll call, the motion carried unanimously.

3. Townwide Underground Utility Project:
Thomas G. Bradford, Town Manager

a. Project Update

Town Manager Bradford provided a project update on the Townwide Underground Utility Project, which included information on the following:

- Assessment Credit
- FPL Cost Reduction Proposal
- AT&T, Comcast and RFI Update
- Peer Review Status
- Financing RFP Status and Other
- South End Underground Utility Project Cost

Discussion ensued regarding the consideration of including an assessment credit for those properties that would be asked to provide multiple utility boxes, the value of a credit, the number of credits, cost of an assessment analysis, the exclusion of AT&T and Comcast pedestals because of their diminutive size, and whether to determine land size or box size.

Motion was made by Council Member Araskog, and seconded by President Kleid, who passed the gavel, to consider the size of the box when determining an assessment credit.

After discussion, President Kleid withdrew the second to the motion to consider the size of the box when determining an assessment credit.

The motion then died for lack of a second.

It was the consensus of the Town Council to drop the inclusion of an assessment credit for those properties that were asked to provide multiple boxes.

Mr. John O'Neill, 44 Cocoanut Row, spoke referring to documents he had submitted to the Town Council, which were included in the back up material for this meeting, regarding a binding cost estimate for all phases of the project, and the scope of the project identified in Exhibit A of Town Resolution No. 201-2015.

Town Manager Bradford clarified that a project design would be required

1 prior to a binding cost estimate from FPL, which was only good for 180
2 days; therefore, a binding cost estimate for the entire Town was not
3 possible at this point, since the work could not be accomplished within 180
4 days.

5
6 In response to the inquiry of Mayor Coniglio, Town Attorney Randolph
7 verified that Resolution No. 201-2015 was simply a resolution, the voter
8 referendum was specific as to how to pay for the project, and if the prior
9 Resolution was altered, it had nothing to do with the project moving
10 forward.

11
12 Town Manager Bradford addressed the FPL cost reduction proposals,
13 explaining that the Town had requested consideration of seven areas for
14 possible credits, and FPL had responded positively to two of them:

- 15
16 • Based on FPL's current plan to complete the hardening of all feeders
17 within the next 5-7 years, FPL is willing to provide a full credit for the
18 removal costs associated with existing overhead feeders that will be
19 removed, which was estimated at between \$3 - 5 million. It was the
20 opinion of FPL that it would need to be approved by the Florida Public
21 Service Commission (FPSC). The Town's utility counsel did not agree
22 that FPSC approval would be required.
- 23
24 • FPL is willing to provide a full credit for the Net Book Value of all
25 overhead facilities that would be removed anyway if FPL were to
26 install the hard facilities, estimated at a credit of between \$0.3 - \$1
27 million. It was the opinion of FPL that it would need to be approved
28 by the Florida Public Service Commission (FPSC). The Town's utility
29 counsel did not agree that FPSC approval would be required.

30
31 Town Manager Bradford requested direction to authorize the Town's
32 utility counsel, Attorney Shef Wright, to work with FPL counsel or
33 FPSC counsel to make a determination as to whether approval by FPSC
34 was required for the granting of the credits. In addition, he requested
35 direction as to whether to further explore the other five additional areas
36 where possible credits had been suggested to FPL.

37
38 Discussion ensued regarding pursuance of the additional areas where
39 possible credits might be possible, continuing to pursue the process for
40 the credits to which FPL had responded positively, and the timeline
41 involved.

42
43 **It was the consensus of the Town Council to direct Town Manager Bradford to proceed with**
44 **caution to work with the Town's utility counsel to pursue all of the proposed seven areas**
45 **where possible credits may be possible.**

Town Manager Bradford then provided an update on the Broadband Request for Information (RFI). He addressed the wireless moratorium and the potential need for a spare conduit, and the need to create rules and regulations for use of the right-of-way that are nondiscriminatory. He suggested that the Town hire Attorney Gary Resnick, telecommunications specialist, to assist the Town in drafting an ordinance that would establish rules and regulations for the right-of-way.

Town Attorney Randolph added that his office would hire Attorney Resnick, who had forwarded an engagement letter. He requested authorization to sign the engagement letter so that Attorney Resnick could work with him on behalf of the Town in regard to this matter.

Discussion took place regarding the “backbone” system for the 5G wireless technology, and the tremendous technological advances that should be contemplated for the future of the Town.

It was the consensus of the Town Council to authorize Town Attorney Randolph to hire Attorney Gary Resnick, telecommunications specialist, to assist in the drafting of an ordinance regulating right-of-way use, and that monthly bills would be provided.

Discussion took place regarding the inclusion of a community wide underground conduit system while the roadways were opened up for the underground utilities project.

It was the consensus of the Town Council to direct staff to determine the costs for an underground conduit backbone or a Townwide underground conduit system.

Town Manager Bradford provided information regarding the Peer Review of the Master Plan, the short term financing Request for Proposal (RFP), and the south end underground project cost, which had been calculated as follows: the properties south of Sloan’s Curve represent 43% of all properties to be assessed by the Town; for those same properties, the anticipated percentage of the total dollars to be paid to the Town was 27% of the cost to fund the underground project.

b. Report of Fire Rescue Calls Related to Overhead Utility Lines
Deputy Fire Chief, Darrell Donatto

Deputy Fire-Rescue Chief Darrell Donatto provided an overview of fires that had involved overhead electrical utilities, and responded to questions from the Town Council.

c. Underground Utility Project Dashboard

Jane Struder, Director of Finance

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

d. Discussion on Cost and Effectiveness of Cornerstone Solutions Communications Program for Town-wide Undergrounding Project *Julie Araskog, Town Council Member*

Council Member Araskog provided information regarding the communications effort for the Townwide Undergrounding Project.

Discussion took place regarding the timeliness of the invoices from Cornerstone Solutions, having an in-house person working on all of the town communication issues, pausing the current communications program, the process for payment of invoices, and hiring a coordinator for the underground project,

Rick Asnani, Cornerstone Solutions, spoke regarding the communications portion of the Kimley-Horn contract, and addressed the functions and invoice procedure of Cornerstone Solutions.

Susan Gary, 229 Onondaga Ave., and member of the Underground Utilities Task Force spoke regarding the oversight of the Kimley-Horn contract requirements.

Town Engineer Patricia Strayer confirmed that Cornerstone Solutions did not do anything without guidance or direction from herself or Town Manager Bradford or Deputy Town Manager Jay Boodheshwar.

Motion was made by Council Member Araskog to put the underground communications on hold for the next month, especially the newsletter, website, Facebook updates, and emails, until staff could review whether it should be continued. The motion died for lack of a second.

Motion was made by Council Member Araskog not to halt all underground communications, but to stop mailers, newsletters, Facebook updates, and website just for thirty days. The motion died for lack of a second.

In response to President Pro Tem Moore, Mr. Asnani confirmed that there were no scheduled newsletters to be printed or mailed out at this time. The only thing that the Town was paying for were emails, Facebook updates and website updates.

President Kleid confirmed that staff would work toward hiring a coordinator for the underground project.

4. Discussion of Term Limits for Remainder of All Town Boards and Commissions

Thomas G. Bradford, Town Manager

Council Member Zeidman provided information regarding the three boards and commissions that currently did not have term limits, length of terms, or alternate members: Investment Advisory Committee, Retirement Board of Trustees, and the Public Employee Relations Commission

Discussion ensued regarding the term limits of various Town boards and commissions, having alternate members on all boards and commissions, the difficulty of filling some of the positions, and the opportunity for young people to participate in some of the boards and commissions.

Human Resources Director Danielle Olson provided information regarding the function and history of the Public Employee Relations Commission.

It was the consensus of the Town Council to defer the discussion of term limits until Council Member Zeidman could communicate with the Investment Advisory Committee and the Retirement Board of Trustees, and provide more information to the Town Council.

B. New Business

1. Appointment to the Architectural Commission

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

Motion was made by Council Member Zeidman, and seconded by President Pro Tem Moore to ratify the appointment of Kathrine Del Deo Catlin, as an alternate member, to the Architectural Commission. On roll call, the motion carried unanimously.

2. Appointment of Shore Protection Board Alternates

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

Motion was made by Council Member Araskog, and seconded by Council Member Zeidman, to ratify the appointments of Melissa Ceriale, Stephen Jacoby and Harvey Kinzelberg as alternate members to the Shore Protection Board. On roll call, the motion carried unanimously.

3. Appointment to Underground Utilities Task Force

Thomas G. Bradford, Town Manager

1 **Motion was made by President Pro Tem Moore, and seconded by Council Member**
2 **Araskog, to ratify the appointment of Nicki McDonald as a member of the Underground**
3 **Utilities Task Force. On roll call, the motion carried unanimously.**

- 4
5 4. Appointments to the Recreation Advisory Commission
6 *Beth Zickar, Director of Recreation*

7
8 **Motion was made by President Pro Tem Moore, and seconded by Council Member**
9 **Zeidman, to ratify the appointment of Amy Bahl as a regular member of the Recreation**
10 **Advisory Commission. On roll call, the motion carried unanimously.**

11
12 **Motion was made by Council Member Zeidman, and seconded by Council Member**
13 **Lindsay, to ratify the appointment of Grier Pressly as an alternate member of the**
14 **Recreation Advisory Commission. On roll call, the motion carried unanimously.**

- 15
16 5. RESOLUTION NO. 060-2017 A Resolution of the Town Council of
17 the Town of Palm Beach, Palm Beach County, Florida, Amending the
18 Department of Public Works Engineering Division Standards
19 Applicable to Public Rights-of-Way and Easements, Amending
20 Chapter XII, Miscellaneous Provisions: Completion of Work,
21 Construction, Parking, Easements, Fines, and Material Deliveries, and
22 the Enforcement Thereof.

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

24
25 Director of Public Works Paul Brazil provided information regarding Resolution
26 060-2017.

27
28 Discussion took place regarding parking placard holders parking only in front of
29 the address that was under construction, the owner of the property being apprised
30 of the parking requirements, the appeal process, the penalty fees, having the
31 parking plan in place at the point of construction permitting, and having all
32 construction vehicles with right-of-way parking permits parked on the same side
33 of the street.

34
35 **Motion was made by Council Member Araskog, and seconded by Council Member**
36 **Lindsay, to approve Resolution No. 060-2017. On roll call, the motion carried**
37 **unanimously.**

- 38
39
40
41 6. Request Conceptual Approval for Easement Abandonment and
42 Rededication for the El Bravo-Singer Annex Replat

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

1
2 Director of Public Works Paul Brazil explained that there was a large property
3 at the northeast corner of El Bravo and County Rd., which was up for
4 redevelopment. In order for the proposed development to occur some existing
5 utilities would need relocation. The applicant had identified where they could
6 optimally place the new utilities, and were requesting the ability to get
7 conceptual approval of the new easement location, so that they could do the
8 relocation work, come back with the final easements, and ask for a revised plat.
9 They were not asking for approval for anything except the utility easements,
10 and were trying to get the utilities relocated so that sod and irrigation of the lot
11 could then take place.

12
13 Town Attorney Randolph advised that they still would need to have a public
14 hearing with an application for an abandonment and rededication of the
15 easement.

16
17 Discussion ensued regarding the impacts to neighboring property owners as a
18 result of the demolition.

19
20 Planning, Zoning & Building Director John Page commented regarding the
21 sequence of events that had taken place on the property, and how staff had
22 addressed them.

23
24 Zoning Administrator Paul Castro commented that during the subdivision
25 process he had advised the applicant that easements could not be dedicated
26 without the plat of the property; however, that would not preclude them from
27 sodding and seeding now.

28
29 Planning Administrator John Lindgren commented that demolition work was
30 just finished last week and sodding and irrigation could not have been done
31 yet. The applicant was working toward that end, and had been moving forward
32 in good faith. They had been cited for not maintaining the buffers.

33
34 Discussion took place regarding landscaping that had been removed from the
35 property, the items that Town staff had addressed with the applicant, the Code
36 requirements for sodding and irrigating, the screening fabric to buffer the
37 neighbor, the large size of the property, the administrative lot split, the
38 meetings the applicant had with neighbors to hear concerns, allowing the
39 neighbors to have a say on the landscaping material, and waiting to discuss the
40 easements until the project was presented to the Architectural Commission
41 (ARCOM) on May 24 2017.

42
43 **Motion was made by Council Member Araskog, and seconded by Council Member**
44 **Zeidman, to deny the request for conceptual approval for Easement Abandonment and**

1 **rededication for the El Bravo-Singer annex Replat. On roll call, the motion carried**
2 **unanimously.**

3
4 7. Consideration of Conducting a Consolidated Town Council
5 Meeting on Wednesday, August 9, 2017

6 *Danielle H. Moore, President Pro-Tem, Town Council*

7
8 President Pro Tem Moore requested the consolidation of the Town Council
9 meetings in August that were normally held on separate days, to one meeting
10 date on August 9, 2017.

11
12 Discussion took place regarding the revised schedule.

13
14 **Motion was made by President Pro Tem Moore, and seconded by Council Member**
15 **Zeidman, to consolidate the August Town Council meetings to one day on Wednesday,**
16 **August 9, 2017. On roll call, the motion carried unanimously.**

17
18 **Matters Pulled From Consent Agenda:**

- 19
20 8. RESOLUTION NO. 069-2017 A Resolution of the Town Council of
21 the Town of Palm Beach, Palm Beach County, Florida, Amending the
22 Pre-Construction Contract and Approving a Change Order to Purchase
23 Order No. 170866 in the Amount of \$43,054 to Hedrick Brothers
24 Construction, Inc., for the Second Task Associated with Pre-
25 Construction Phase Services for the Seaview Park and Palm Beach
26 Recreation Center Improvements, for a Total Amount of \$76,142 and
27 Accepting a Donation of \$43,054 from Friends of Recreation Which
28 Represents an Advanced Contribution, Which will be Designated as a
29 Grant Off-Set Toward Their One-Third (1/3) Share of the Project Costs
30 Previously Committed.

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

32
33 Director of Public Works Paul Brazil provided an overview of Resolution No.
34 069-2017.

35
36 Discussion took place regarding the provision of an update with the results of
37 Phase I of the project, and the added language to the Resolution related to the
38 donation of the Friends of Recreation: "Should the project not move forward
39 the advance contribution is non-recourse."

40
41 Anita Seltzer, 44 Cocconut Row, spoke requesting information regarding the
42 Comprehensive Plan references to a fuel tank at Seaview Tennis Center, as
43 well as a tank at the S-2 Master Pump Station, and questioned whether either

1 had been removed.

2
3 Public Works Director Brazil responded that he would review these matters
4 and provide information.

5
6 **Motion was made by Council Member Zeidman, and seconded by President Pro Tem**
7 **Moore, to approve Resolution No. 069-2017. On roll call, the motion carried 4/1, with**
8 **Council Member Araskog dissenting.**

9
10 **Motion was made by Council Member Zeidman, and seconded by President Pro Tem**
11 **Moore, to accept the donation from the Friends of Recreation in the amount of \$43,054,**
12 **with the conditions as outlined. On roll call, the motion carried unanimously.**

- 13
14
15 9. RESOLUTION NO. 070-2017 A Resolution of the Town Council
16 of the Town of Palm Beach, Palm Beach County, Florida, Awarding
17 Bid No. 2017-17 for Lake Trail Improvements from Royal
18 Poinciana Way to the Sailfish Club and Approving a Construction
19 Contract to R and D Paving, LLC in the Amount of \$902,541.75 and
20 Establishing a Construction Phase Budget of \$952,541.75.

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

22
23 Director of Public Works Paul Brazil provided an overview of Resolution No.
24 070-2017.

25
26 Discussion ensued regarding the starting point for the work schedule, and
27 Director Brazil concurred that he would work with the contractor regarding
28 the schedule.

29
30 Council Member Lindsay requested a copy of the work schedule in order to
31 provide to residents in the north end.

32
33 Anita Seltzer spoke regarding her request for an agreement between the Town
34 and the Preservation Foundation, the plans for the Lake Trail improvements,
35 the width of the path, the payment to Mock Roos Engineering, the survey
36 showing six unknown vaults, whether the Diocese of Palm Beach had signed
37 off on the project, the potential for flooding on the new portion of the trail,
38 work change orders, repairs to the fountain and statue, Chapter 1.03 of the
39 Town Charter, and the plans for seawalls in the Bradley Park area,

40
41 Director of Public Works Brazil responded that the consultant had advised
42 that the ten foot wide path was acceptable, that the trail would flood if Bradley
43 Park flooded, he would research the vaults, the work would not automatically

1 lead to change orders, the Diocese had been notified of everything being done
2 and had approved the final plans that were submitted. The fountain would be
3 done as part of this work and the Preservation Foundation donations covered
4 that, as well as the rest of the project, with the exception of the Lake Trail
5 extension through Bradley Park, which he had recommended be pulled to be
6 done as part of the paving program. He indicated that there was not a seawall
7 planned in Bradley Park that would affect the ongoing construction.
8

9 **Motion was made by President Pro Tem Moore, and seconded by Council Member**
10 **Zeidman, to approve Resolution No. 070-2017. On roll call, the motion carried**
11 **unanimously.**
12

13
14 **XIII. ORDINANCES**
15

16 **A. First Reading**

- 17 1. ORDINANCE NO. 14 - 2017 An Ordinance of the Town
18 Council of the Town of Palm Beach, Palm Beach County, Florida,
19 Amending the Town Code of Ordinances at Chapter 114 Taxation,
20 Article II, Local Business Tax, at Section 114-43 Schedule, so as
21 to Amend the Fees Delineated for Each Business, Profession or
22 Occupation; Providing for Severability; Providing for Repeal of
23 Ordinances in Conflict; Providing for Codification; Providing an
24 Effective Date.

25 *John S. Page, Director of Planning, Zoning & Building Dept.*
26

27 Town Manager Bradford commented that State Statutes allow
28 municipalities to raise the Business Tax by 5% every two year, and the
29 Town had done that every year, except 2009 during the recession.
30

31 **Motion was made by Council Member Lindsay, and seconded by Council Member**
32 **Araskog, to approve Ordinance No. 14-2017 on first reading. On roll call, the motion**
33 **carried unanimously.**
34

35
36 **XIV. ANY OTHER MATTERS**
37

38 Council Member Araskog suggested that staff speak with Kimley-Horn regarding the
39 meeting attendance of Cornerstone Solutions staff.

XV. ADJOURNMENT

There being no further business, the regular Town Council meeting of May 9, 2017 was adjourned at 5:45 p.m.

APPROVED:

Richard M. Kleid
Town Council President

ATTEST:

Susan A. Owens, MPA, MMC
Town Clerk

Date: _____

TOWN OF PALM BEACH

Planning, Zoning & Building Department

MINUTES OF THE TOWN COUNCIL MEETING

HELD ON WEDNESDAY MAY 10, 2017

1 I. CALL TO ORDER AND ROLL CALL

2 The Town Council meeting was called to order at 9:30 A.M. on Wednesday, May 10,
3 2017, in the Town Council Chambers. On roll call, all of the elected officials were found
4 to be present.

5 II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

8 III. COMMENTS OF MAYOR GAIL L. CONIGLIO - None

9 IV. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

10 Council Member Zeidman informed everyone that she and Deputy Town Manager
11 Boodheshwar will be giving a Zika update in June.

12 V. COMMUNICATIONS FROM CITIZENS - None

13 VI. APPROVAL OF AGENDA

14 The following changes were made to the agenda:

15 Deferrals: The following items were deferred to the June 14, 2017, Town Council
16 meeting:

17 - ITEM VIII.B.1.a., VARIANCE #1-2017

18 - ITEM VIII.B.2.b., VARIANCE #13-2017

19 Deferrals: The following items were deferred to the July 12, 2017 Town Council
20 meeting:

21 - ITEM VIII.B.1.c., SITE PLAN REVIEW #1-2017

22 - ITEM VIII.B.1.d., SITE PLAN REVIEW #2-2017

23 - ITEM VIII.B.2.a., VARIANCE #12-2017

24 - ITEM VIII.B.2.d., VARIANCE #15-2017

25 **Motion was made by Council Member Araskog, and seconded by Council**
26 **President Pro Tem Moore, to approve the Agenda, as amended above. On roll**
27 **call, the motion carried unanimously.**

28

Deputy Clerk Ruderman swore in all those who would provide testimony.

VII. PUBLIC HEARINGS

A. RESOLUTION # 59-2017 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Ratifying And Confirming The Determination Of The Landmarks Preservation Commission That The Property Known As 228 Seaspray Avenue Meets The Criteria Set Forth In Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach; And Designating Said Property As A Town Of Palm Beach Landmark Pursuant To Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach.

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

Director Page summarized the actions of the Landmarks Preservation Commission.

Landmark Consultant, Janet Murphy of Murphy Stillings, LLC, provided further details pertaining to the property.

No ex-parte communications were declared.

Motion was made by Council President Pro Tem Moore, and seconded by Council Member Lindsay, that the Designation Report become part of the record. On roll call, the motion carried unanimously.

Motion was made by Council Member Araskog, and seconded by Council Member Lindsay, to approve Resolution No. 59-2017 approving the Landmark. On roll call, the motion carried unanimously.

VIII. DEVELOPMENT REVIEWS

A. Declaration of Use Agreements

1. SPECIAL EXCEPTION #6-2017 The application of Sant Ambroeus (Dimitri Pauli); relative to property commonly known as 340 Royal Poinciana Way, Ste. 304, described as lengthy legal description on file; located in the C-PC Zoning District. Special Exception 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

Zoning Administrator Castro provided details on the Agreement.

Attorney Ziska provided details for changes to the Agreement regarding seating and music.

Discussion took place regarding revising verbiage including background music, Business Tax Receipt and hours.

The following ex-parte communications were declared. Council President Kleid, Council Member Araskog and Council Member Lindsay spoke with Alexandra Patterson who advocated for her client. Council President Pro-Tem Moore and Council Member Zeidman spoke with Alexandra Patterson and Maura Ziska who advocated for her client.

Simon Taylor, 234 Oleander Avenue, cautioned the council to identify the correct legal entity named within the Agreement. He suggested that the Declaration of Use Agreement should be deferred.

Motion was made by Council President Pro Tem Moore, and seconded by Council Member Lindsay, to approve the Declaration of Use Agreement, as amended to include: 1) No music except for what is played in background provided in the plaza; 2) Change verbiage from "restaurant operation" to "restaurant outdoor seating"; and 3) Change verbiage regarding termination of ownership and/or Business Tax Receipt. On roll call, the motion carried unanimously.

2. SPECIAL EXCEPTION #8-2017 The application of Hillstone Restaurant Group (The Palm Beach Grill and The Honor Bar in Palm Beach Grill); relative to property commonly known as 340 Royal Poinciana Way, Ste. 336, described as lengthy legal description on file; located in the C-PC Zoning District. Special Exception 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

The following ex-parte communications were declared. Council Member Araskog, Council Member Lindsay and Council President Kleid spoke with Alexandra Patterson who advocated for her client. Council President Pro Tem Moore spoke with Maura Ziska who advocated for her client. Council Member Zeidman spoke with Alexandra Patterson and Maura Ziska who advocated for their client.

Attorney Ziska provided details regarding revisions to the Agreement.

Simon Taylor, 234 Oleander, asked that the council not approve private agreements. He suggested that the Declaration of Use Agreement be deferred.

Zoning Administrator Castro provided Staff comments.

Motion was made by Council Member Zeidman, and seconded by Council President Pro Tem Moore, to approve the Declaration of Use Agreement, as amended, and subject to the Development Agreement. On roll call, the motion carried unanimously.

3. 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

Staff reported that the Draft Agreement had not yet been completed and should be deferred.

Motion was made by Council President Pro Tem Moore, and seconded by Council Member Lindsay, to defer the item to the June 14, 2017 Town Council meeting. On roll call, the motion carried unanimously.

B. Variances, Special Exceptions, and Site Plan Reviews

1. Old Business

a. VARIANCE #1-2017 The application of Rosemin Stanoytchev; relative to property commonly known as 157 Peruvian Ave., described as lengthy legal description on file; located in the R-C Zoning District. The applicant is requesting a variance to build a two-story, 3,911 square foot (including the garage) single-family residence on a lot with an area of 6,250 square feet, in lieu of the 10,000 square foot minimum required, and a lot width of 50 feet, in lieu of the 75 foot minimum required. [Attorney: David E. Klein, Esq.] [Architectural Commission deferred the project to the May 24, 2017 meeting. Carried 7-0] Request for Deferral to the June 14, 2017, Town Council Meeting Per Letter Dated April 28, 2017 from David E. Klein .

John S. Page, Director of Planning, Zoning & Building - Item was deferred to the June 14, 2017 Town Council meeting

b. SPECIAL EXCEPTION #29-2016 WITH SITE PLAN REVIEW AND VARIANCES The application of Gregory Fisher; relative to property commonly known as 320 Seabreeze Ave., described as lengthy legal description on file; located in the R-B Zoning District. The applicant is requesting for approval of a special exception with site plan review to allow the construction of a 2,713 square foot two-story, single family residence on two platted lots which combined creates a lot that is 50 feet in width in lieu of the 100 foot minimum required and 6,125 square feet in area in lieu of the 10,000 square foot minimum area required. The following variances are being requested. To allow a 6 foot east side yard setback for the two story portion in lieu of the 15 foot minimum required and to allow a 6 foot west side yard setback for the one story portion in lieu of the 12.5 foot minimum required. [Attorney: Maura Ziska, Esq.] [Architectural Commission Recommendation: Implementation of the proposed special exception with site plan review and variances will not cause negative architectural impacts to the subject property. Carried 5-2] [Architectural Commission approved the project as presented. Carried 5-2]

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

The following ex-parte communications were declared. Council Member Lindsay and Council Member Zeidman spoke with Maura Ziska who advocated for her client. Council President Pro Tem Moore spoke with Maura Ziska who advocated for her client and spoke with Mr. and Mrs. Fisher.

Attorney Ziska provided details on the project.

Architect Clavijo provided additional details.

Zoning Administrator Castro provided Staff comments.

Motion was made by Council Member Zeidman, and seconded by Council Member Lindsay, that Special Exception #29-2016 shall be granted based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met. On roll call, the motion carried unanimously.

Motion was made by Council Zeidman, and seconded by Council Member Lindsay, that Site Plan #29-2016 be approved based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement has been made concerning Section 134-329, items 1 through 11. On roll call, the motion carried unanimously.

Motion was made by Council Member Zeidman, and seconded by Council Member Lindsay, that Variance #29-2016 shall be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 have been met. On roll call, the motion carried unanimously.

c. SITE PLAN REVIEW #1-2017 The application of 235 Via V PB LLC (Stuart Kapp, Manager); relative to property commonly known as 235 Via Vizcaya., described as lengthy legal description on file; located in the R-A Zoning District. 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. [Attorney: Maura Ziska, Esq.] [Architectural Commission deferred the project to the June 28, 2017 meeting. Carried 7-0] Request for Deferral to the July 12, 2017, Town Council Meeting Per Letter Dated May 2, 2017 from Maura A. Ziska.

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

d. SITE PLAN REVIEW #2-2017 The application of JDC Florida Properties LLC (Stuart Kapp, Manager); relative to property commonly known as 12 Via Vizcaya., described as lengthy legal description on file; located in the R-A Zoning District. The applicant is requesting a site plan review to allow the construction of a 6,958 square foot two-story, single family residence on a non-conforming platted lot which is 15,102 square feet in area in lieu of the 20,000 square foot minimum area required; 106.67 in width in lieu of the 125 foot minimum required; and 100.17 feet in depth in lieu of the 150 foot minimum required. [Attorney: Maura Ziska, Esq.] [Architectural Commission deferred the Project to the June 28, 2017 meeting. Carried 7-0] Request for Deferral to the July 12, 2017, Town Council Meeting Per Letter Dated May 2, 2017 from Maura A. Ziska.

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

2. New Business

a. VARIANCE #12-2017 The application of 202 Onondaga, LLC; relative to property commonly known as 202 Onondaga Ave., described as lengthy legal description on file; located in the R-B Zoning District. 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. The following variances are being requested: a) an east side yard

setback of 11.8 feet in lieu of the 15 foot minimum required for the proposed second story addition, b) a west side yard setback to remain of 9.8 feet in lieu of the 12.5 foot minimum setback required for the one story portion to remain as existing. [Attorney: Francis X. J. Lynch, Esq.] [Architectural Commission Recommendation: The proposed project can be designed in an architecturally suitable manner which conforms to our code of ordinances without the need for a variance. Carried 5-2]

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

b. VARIANCE #13-2017 The application of Kelly M. Williams; relative to property commonly known as 288 Sandpiper Dr., described as lengthy legal description on file; located in the R-B Zoning District. The applicant is requesting a variance to construct a two-story addition on the west side of the property with a second story street side yard setback of 27.0 feet in lieu of the 35 foot minimum. [Attorney: David E. Klein, Esq.]

John S. Page, Director of Planning, Zoning & Building - Item was deferred to the June 14, 2017 Town Council meeting

c. VARIANCE #14-2017 The application of Waterfront Properties, Inc.; relative to property commonly known as 333 Peruvian Ave., Ste. #1, described as lengthy legal description on file; located in the C-TS Zoning District. The applicant is requesting a variance to permit the operation of a real estate office containing approximately 1,237 sq. ft. on the first floor which does not meet the requirements to allow an office use on the first floor in this situation. The Applicant is assuming the existing lease and proposes to change the use from a yacht brokerage office to a real estate brokerage office. The proposed use does not meet the special exception uses requirement in Section 134-1109 (18) that there are at least 50% existing office uses on all floors in the building or the requirement that there are more than 50% existing office uses on the first floor within 300 feet of the proposed use within the same zoning district. [Attorney: M. Timothy Hanlon, Esq.]

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

No ex-parte communications were declared.

Attorney Hanlon provided details on the project.

Zoning Administrator Castro provided Staff comments.

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

d. VARIANCE #15-2017 The application of 3200 Washington, LLC; relative to property commonly known as 1055 N. Ocean Blvd., described as lengthy legal description on file; located in the R-A Zoning District. 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. [Attorney: Joel P. Koeppel, Esq.] [Architectural Commission Recommendation: Implementation of the proposed variance will cause negative architectural impacts to the subject property and the proposed project can be designed in an architecturally suitable manner which conforms to our Code of Ordinances without the need for a variance. Carried 5-2]

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

e. VARIANCE #16-2017 The application of Harvey E. Oyer, Esq., on behalf of the Paramount Church, Inc.; relative to property commonly known as 139 N. County Rd., described as lengthy legal description on file; located in the CT-S Zoning District. The applicant is requesting the approval of a sign variance to replace the existing Paramount sign with an identical business sign of the same size, height, number of bulbs, color, appearance and location. The following variance is requested: To increase the maximum gross surface area for a business sign for the Paramount Theatre to 156.20 square feet in lieu of the 20 square feet maximum as required by code. A requested variance of 136.20 square feet. [Attorney: Harvey E. Oyer, Esq.] [Landmarks Commission Recommendation: Implementation of the proposed variance will not cause negative architectural impacts to the subject landmarked property. Carried 7-0]

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

No ex-parte communications were declared.

Architect Pandula provided details on the project.

Motion was made by Council Member Araskog, and seconded by Council Member Zeidman, that Variance #16-2017 shall be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 have been met. On roll call, the motion carried unanimously.

f. SPECIAL EXCEPTION #10-2017 WITH SITE PLAN REVIEW AND VARIANCES The application of Gregory and Valerie Frost; relative to property commonly known as 1430 N. Ocean Blvd., described as lengthy legal description on file; located in the R-B/B-A Zoning District. The applicant is requesting a special exception with site plan review to allow construction of a 164.5 square foot beach cabana that requires the following variances: 1) To construct a 164.5 square foot beach cabana that is on a lot with frontage of 90.52 feet in lieu of the 100 foot required, 2) To allow the beach cabana to have a west setback of 4.37 feet from the property line in lieu of the 10 foot minimum required. [Attorney: Maura Ziska, Esq.] [Architectural Commission Recommendation: Implementation of the special exception with site plan review and variances will not cause negative architectural impacts to the subject property. Carried 7-0] [Architectural Commission approved the project as presented. Carried 7-0]

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

The following ex-parte communications were declared. Council Member Araskog met with Maura Ziska who advocated for her client. She also spoke with Mr. and Mrs. Frost. Council Member Lindsay and Council President Pro Tem Moore spoke with Maura Ziska who advocated for her client.

Architect Ziska provided details on the project.

Architect Forrest provided additional details.

Zoning Administrator Castro provided Staff comments. A Unity of Title Agreement is being required.

Motion was made by Council Member Araskog, and seconded by Council Member Zeidman, that Special Exception #10-2017 shall be granted based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met. On roll call, the motion carried unanimously.

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

Motion was made by Council Member Araskog, and seconded by Council Member Lindsay, that Variance #10-2017 shall be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 have been met. On roll call, the motion carried unanimously.

g. SPECIAL EXCEPTION #11-2017 WITH SITE PLAN REVIEW The application of Style Bar (Ngoc Bich Thi Nguyen); relative to property commonly known as 2875 S. Ocean Blvd., described as lengthy legal description on file; located in the C-TS Zoning District. The applicant is requesting a special exception with site plan approval pursuant to Condition #2 in the original 1980 approval to construct the existing building on the subject property (Special Exception #25-80). The condition requires any use other than an office and professional services to obtain Town Council approval. This request is to allow a nail salon ("Style Bar Day Spa") totaling 779 square feet to operate in Suite 108. [Attorney: Maura Ziska, Esq.]

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

Ex-parte communications were declared. Council Member Lindsay, Council President Pro Tem Moore and Council Member Zeidman spoke with Maura Ziska who advocated for her client.

Attorney Ziska provided details on the project.

Zoning Administrator Castro provided Staff comments.

Motion was made by Council Member Lindsay, and seconded by Council President Pro Tem Moore, that Special Exception #11-2017 shall be granted based upon the finding that such grant will not adversely affect the public interest and

that the applicable criteria set forth in Section 134-229 of the Town Code have been met. On roll call, the motion carried unanimously.

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

h. SPECIAL EXCEPTION #12-2017 WITH SITE PLAN REVIEW The application of Paul N. Leone, Chief Executive Officer of The Breakers Palm Beach, Inc.; relative to property commonly known as 1 S. County Rd., described as lengthy legal description on file; located in the PUD-A Zoning District. The applicant is requesting a special exception with site plan approval for the construction of a new retail shop in The Palm Court. The shop, called Mary Lily's, will sell primarily ice cream and candy. It will total 404 square feet, and will be constructed in the breezeway connecting The Palm Court and the porte-cochere at the main hotel entrance. The square footage for this business will bring the total overall commercial square footage in The Palm Court area to 10,062 and the total retail square footage to 7,565, and so will not cause the 10,700 overall commercial square footage or the 8,200 retail square footage approved in 1990 for The Palm Court area by Resolution No. 17-90 to be exceeded. This application also requests special exception approval to expand the existing seafood restaurant and bar. Internal hotel space was reconfigured to allow an additional 1,781 square feet of space and 37 additional seats, for a total of 6,111 square feet and 177 seats. [Attorney: James M. Crowley, Esq.] [Landmarks Commission Recommendation: Implementation of the proposed special exception with site plan review will not cause negative architectural impacts to the subject landmarked property. Carried 7-0]

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

The following ex-parte communications were declared. Mayor Coniglio received an E-mail of objection from Attorney Leslie Evans.

Attorney Crowley provided details on the project.

Zoning Administrator Castro provided Staff comments.

Motion was made by Council Member Zeidman, and seconded by Council Member Araskog, that Special Exception #12-2017 shall be granted based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met. On roll call, the motion carried unanimously.

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

i. SITE PLAN REVIEW #3-2017 The application of Harvey E. Oyer, Esq., on behalf of The 2100 Condominium Association, Inc.; relative to property commonly known as 2100 S. Ocean Blvd., described as lengthy legal description on file; located in the PUD-B Zoning District. The applicant is requesting a site plan review to modify the vehicular drives west of both buildings and construct 22 surface parking spaces. There are currently 10 surface parking spaces in the north parking lot and 8 spaces in the south parking. The redesign will provide 12 spaces in the north lot and 10 in the south lot. A total of 4 additional spaces will be added. If approved, 2100 Sloan's Curve will provide a total of 219 off-street street parking spaces including those in the garages. [Attorney: Harvey E. Oyer, III, Esq.]

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

The following ex-parte communications were declared. Council President Kleid received an E-mail from a unit owner who is opposed to the project.

Attorney Oyer provided details on the project.

Zoning Administrator Castro provided Staff comments.

Deputy Clerk Ruderman swore in those all those would be giving testimony.

Discussion took place on expanded parking spaces, landscape screening and asphalt pavers.

Landscape Architect Biagi provided additional details on landscape screening.

Landscape Architect Lane provided additional details on asphalt and pavers.

Discussion took place about the unit owner who was concerned about her view of the parking lot and screening.

Motion was made by Council Member Araskog, and seconded by Council Member Zeidman, that Site Plan #3-2017 be approved based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement has been made concerning Section 134-329, items 1 through 11. Approval is based upon inclusion of additional screening and asphalt pavers as approved by ARCOM. On roll call, the motion carried unanimously.

(Clerk's Note: This business item was taken out of order and heard after Item No. VIII.B.1.i.)

IX. ORDINANCES

A. Second Reading

1. ORDINANCE NO. 12-2017 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: At Article VI, District Regulations, Section 134-1353 By Eliminating The Reference To Permitted Uses, Section 134-1354 By Eliminating The Word "And"; And Creating Section 134-1355, Prohibited Activity, Requiring Permits For Landscape Activities; And,

1 Prohibiting The Use Of Landscape Material For Allowing Or Promoting The Use
2 Of Land For Other Than That Allowed By Special Exception Use Within The
3 Conservation Zoning District; Providing For Severability; Providing For Repeal Of
4 Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

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

6 **Motion was made by Council Member Zeidman, and seconded by Council Member**
7 **Araskog, to adopt Ordinance 12-2017, on second and final reading. On roll call,**
8 **the motion carried unanimously.**

9 X. ADJOURNMENT

There being no further business, the May 10, 2017, Town Council meeting was
adjourned at 11:10 A.M.

Richard M. Kleid, Town Council President

Kathleen Ruderman, Deputy Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda

Minutes

Agenda Title

Approval of Major Matters Considered by the Architectural Commission at its meeting of May 24, 2017.

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum Dated May 26, 2017, from John S. Page, Director of Planning, Zoning and Building**
- ▣ **Minutes of the Architectural Commission Meeting of May 24, 2017**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 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 May 24, 2017

Date: May 26, 2017

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the major items that were approved by ARCOM at the regularly scheduled meeting of May 24, 2017.

BOARD OR COMMISSION RECOMMENDATION

The Architectural Commission recommends that the Town Council approve the major items which were considered at the regularly scheduled meeting of May 24, 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, MAY 24, 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 Mr. Sammons.

II. ROLL CALL

Richard Sammons, Chairman	PRESENT (Left at 2:40 p.m.)
Ann L. Vanneck, Vice Chairman	PRESENT
Robert N. Garrison, Member	PRESENT
Alexander C. Ives, Member	PRESENT
Michael B. Small, Member	PRESENT (Left at 3:16 p.m.)
Maisie Grace, Member	PRESENT
Robert J. Vila, Member	PRESENT
John David Corey, Alternate Member	PRESENT
Betsy Shiverick, Alternate Member	PRESENT
Katherine Catlin, Alternate Member	PRESENT

Staff Members present were:

John Page, Director of Planning, Zoning & Building

John Lindgren, Planning Administrator

Kelly Churney, Secretary to the Architectural Review Commission

Skip Randolph, Town Attorney

III. PLEDGE OF ALLEGIANCE

Mrs. Vanneck welcomed Ms. Catlin to the Commission. She also thanked her fellow Commissioners and staff for their efforts at the April meeting.

Mrs. Vanneck led the Pledge of Allegiance.

IV. APPROVAL OF THE MINUTES FROM THE APRIL 26, 2017 MEETING

Motion made by Mr. Vila and seconded by Mrs. Vanneck to approve the minutes from the April 26, 2017 meeting. Motion carried with all in favor.

V. APPROVAL OF THE AGENDA

Mr. Lindgren asked to defer projects B-070-2017 266 Fairview Rd. to the July 26, 2017 meeting at the request of the architect. He also asked to defer B-021-2017 1900 S. Ocean Blvd. and B-035-2017 3030 S. Ocean Blvd to the June 28, 2017 meeting at the request of the architects. He also asked to withdraw A-006-2017 329 Worth Ave. from the agenda at the request of the architect.

Motion made by Mrs. Vanneck 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 \(3 MINUTE LIMIT PLEASE\)](#)

There were no comments heard at this time.

VIII. [PROJECT REVIEW](#)

A. [DEMOLITIONS AND TIME EXTENSIONS](#)

[B-034-2017 Time Extension](#)

Address: 1265 S. Ocean Blvd.

Applicant: Blossom Way Holdings LLC

Architect: Jeffrey W. Smith/Smith Architectural Group, Inc.

Project Description: F.K.A. 30 Blossom Way. A time extension for a period of one year of the approval of complete demolition of existing residence, structure, pool, hardscape and landscape material. Reference previous ARCOM numbers B-026-2016, B-044-2015 and B-045-2014.

Mrs. Vanneck asked about the timeframe for the project. Mr. Smith stated that the project will be starting soon and that he will be bringing revised plans in July for the Commission to review.

Motion by Mrs. Vanneck and seconded by Mr. Small to approve the time extension as presented. Motion carried with all in favor.

Call for disclosure of ex parte communication occurred after the vote. Several members disclosed ex parte communication.

[B-038-2017 Time Extension](#)

Address: 1021 N. Ocean Blvd.

Applicant: Maura Ziska (Authorized Agent)

Architect: MP Design & Architecture

Project Description: Request for a one-year extension of previously approved demolition to existing residence.

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

Michael Perry asked for a one-year extension for the demolition that had been previously approved. Mr. Perry stated that the nothing had changed in the application.

Motion made by Mr. Garrison and seconded by Mr. Vila to approve the application as presented. Motion carried 4-3 with Mses. Vanneck, Grace and Mr. Small opposed.

B. **MAJOR PROJECTS-OLD BUSINESS**

B-070-2016 New Residence

Address: 266 Fairview Rd.

Applicant: Beacon 266 LLC

Architect: Matthew Kragh/MHK Architecture & Planning

Landscape Architect: Lang Design Group

Project Description: Construction of a new two story single-family residence with pool, spa, hardscape and landscape.

At the November meeting, a motion carried to defer the project for one month to the December 28, 2016 meeting for a complete restudy. At the December meeting, a motion carried to defer the project to the February 22, 2017 meeting for restudy of design and architecture with the suggestion to look at Volk's post war designs for inspiration. At the February meeting, a motion carried to defer the project to the April 26, 2017 meeting. The project was deferred to the May 24, 2017 meeting at the request of the architect.

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

B-078-2016 Demolition/New Construction

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)

Address: 157 Peruvian Ave.

Applicant: Nita Stanoytchev; c/o David E. Klein, Esq.

Architect: Steven Roy/Roy & Posey Architects

Landscape Architect: Dale Posey/Roy & Posey Architect

Project Description: Demolition of an existing one-story residence and construction of a new two-story single family residence in the "Bermuda Style."

VARIANCE INFORMATION: The applicant is requesting a variance to build a two-story, 3,911 square foot (including the garage) single-family residence on a lot with an area of 6,250 square feet, in lieu of the 10,000 square foot minimum required, and a lot width of 50 feet, in lieu of the 75-foot minimum required.

At the December meeting, a motion carried to defer the project for one-month to the January 25, 2017 meeting at the request of the applicant. At the January meeting, a motion carried to defer the project to the February 22, 2017 meeting at the request of the applicant. At the February meeting, a motion carried to defer the project to the March 22, 2017 meeting. At the March meeting, a motion carried to defer the demolition to allow the architect to bring additional photos and a landscape

demolition plan. A second motion carried to defer the project to the April 26, 2017 meeting for restudy. At the April 26, 2017 meeting, a motion carried to defer the project to the May 24, 2017 meeting.

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

David Klein, attorney for the owner, thanked the Commission for the deferrals that they had received which allowed them to work with the neighbors to resolve some issues.

Mr. Roy presented the modified architectural plans for the project. He showed the Commissioners an aerial map, surrounding neighborhood photos, interior and exterior photos for the existing demolition request and read the demolition report. He reviewed the changes that had been requested by the Commission at the last meeting. He then showed the Commissioners the previously proposed and currently proposed plans of each item.

Mr. Posey presented the proposed landscaping plan for the property. He showed the Commissioners a site plan and indicated the changes that had been made since the last presentation. He showed two additional plans on the overhead, which showed a reduced driveway apron and the addition of a low hedge and palms.

Mrs. Vanneck asked if the Silver Buttonwood could be changed to a flowering tree. She questioned the addition of the Adonidia Palms.

Ms. Grace was in favor of the changes. She suggested a single arched garage door as opposed to the two shown. She preferred a hanging lantern as opposed to the bracketed lantern.

Mr. Corey was in favor of most of the plan for the home. He was not in favor of the two-car garage proposed. He also thought the comparison home at 130 Peruvian was not successful in its design.

Mr. Vila was in favor of the changes. He preferred the pickets rather than the Chippendale-style railing. He was in favor of the two-car garage, especially for its practicality. He suggested replacing the Buttonwood with something more fun. He also suggested adding something on the eastern front corner for interest as well as to hide the gate. Finally, he suggested addition something for shade on the western front corner.

Mr. Small was in agreement with Mr. Corey and Mr. Vila. He also agreed that 130 Peruvian was not successful in its design. He asked about the parking on the street. Mr. Roy stated this was an owner preference. He spoke about the availability of parking on the street.

Motion made by Mr. Small and seconded by Ms. Grace to approve the demolition, variance request and the project as presented with the caveat of changing the design plan to reflect a one-car garage.

Mr. Garrison disagreed and stated his beliefs that a two-car garage is necessary.

Mr. Vila stated that parking is challenging on that street and stated he believes a two-car garage is necessary.

Ms. Shiverick was in favor of the two-car garage design. She suggested a small hedge at the front entrance to delineate the walkway.

Mr. Sammons asked about the proposed curb cuts. Mr. Roy responded. Mr. Sammons asked Mr. Roy to reconfigure the front arch so that it is centered on the inside rather than the outside as currently presented.

Mr. Vila attempted to make a motion. Mr. Small asked for each motion to be made separately. Mr. Lindgren reminded the Commissioners that Mr. Small had already made a motion.

John Dotterrer, Attorney with Mrachek Law and representing the Speyer family, stated that his clients and the applicants had a settlement agreement. He asked for confirmation, that with the recent architectural changes, the final approval would incorporate and adhere to the settlement agreement. Mrs. Vanneck stated that the Commission has no control over private agreements. Mr. Dotterrer asked the architect for confirmation. Mr. Roy provided confirmation.

Motion amended by Mr. Small and seconded by Mrs. Vanneck to approve the request for demolition with the caveats to sod and irrigate the property within 30 days. Motion carried with all in favor.

A second motion was made by Mr. Small and seconded by Mrs. Vanneck that the implementation of the proposed variance would not cause negative architectural impacts to the subject property. Motion carried with all in favor.

Mr. Small withdrew his motion with respect to the architecture.

A third motion was made by Mr. Vila and seconded by Mr. Garrison to approve the plans as presented with the caveats of re-centering of the archway at the entrance, using straight pickets on the balcony railing, changing the Silver Buttonwood tree to an ornamental tree, the addition of a low hedge on the approach to the front entrance and the change to the driveway apron. Motion carried 5-2 with Mr. Small and Ms. Grace opposed.

[B-001-2016 Additions/Modifications](#)

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)

Address: 242 Cherry Lane
Applicant: 242 Cherry Lane, LLC/James C. Paine, Jr. – Agent, Architect
Architect: James C. Paine, Jr.
Landscape Architect: Steve West/Parker-Yanette Design Group
Project Description: Two story addition to single family residence, including demolition of non-conforming portion of existing residence.

At the January meeting, a motion carried to defer the project to the March 22, 2017 meeting for an aggressive restudy. At the March meeting, a motion carried to defer the project to the April 26, 2017 meeting at the request of the architect. At the April meeting, a motion carried to defer the project to the May 24, 2017 meeting.

VARIANCE INFORMATION: The applicant is proposing to demolish a portion of the house and add a one story 1,095 square foot addition for a master bedroom on the west side of the house that requires the following variance requests: 1) A west side yard setback of 9 feet in lieu of the 12.5 foot minimum required; 2) An angle of vision of 114 degrees in lieu of the 108 degrees maximum allowed.

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

Maura Ziska, Attorney for the owner, explained the variances that are requested in which they are seeking a favorable recommendation to the Town Council for the project. She also spoke about the neighbor support for the project.

Mr. Paine presented the modified architectural plans for the project. He showed the Commissioners a streetscape, an existing site map, exterior photos and interior photos, an existing floor plan, a proposed roof plan, a proposed site plan, a reduced CCR plan, a proposed floor plan, existing, formally proposed and currently proposed elevations, detail sheets and renderings.

Mr. West presented the modified landscape plan for the project. He showed the Commissioners existing photos, a site plan, a sample of concrete paver, colored renderings and reviewed all changes.

Ms. Grace questioned the proposed color of the home. Mr. Paine passed out a proposed color sample. She also questioned the louvered door and panels at the front entry and suggested a simpler design.

Mr. Vila was in favor of the one story design. He questioned if the proposed chamfered columns in the front entry was in keeping with the style. He also thought the overhang at the entrance was a bit out of proportion. Mr. Vila was in favor of the proposed landscape plan.

Mrs. Vanneck questioned the use of mulch in the walkways. Mr. West responded. Mrs. Vanneck asked if there were gutters on the home. Mr. Paine stated that there will be gutters. Mrs. Vanneck suggested ficus minima for the mulch proposed areas. Mr. West stated he would be agreeable to that request.

Mr. Corey was in favor of the design. He asked if the shutters would be working shutters. Mr. Paine discussed the shutters.

Mr. Ives asked about the variance request and whether the home could be designed without the need for the variance. Mr. Ives was in favor of the proposed color of the home.

Mr. Small was in favor of the new design and stated he would approve the variance. He shared Mr. Vila's concern about the front entrance.

Mrs. Vanneck clarified that Mr. West would be removing a Mango tree and installing a Mahogany tree.

Mr. Garrison was in favor of the design and proposed colors. He asked about the proposed shutters at the front entrance. Mr. Paine explained the design.

Motion made by Mr. Vila and seconded by Mr. Garrison that the implementation of the proposed variance would not cause negative architectural impacts to the subject property. Motion carried 6-1 with Mr. Ives opposed.

A second motion made by Mr. Vila and seconded by Mr. Garrison to approve the project as presented with the exception to restudy the front entrance design, garage doors and fascia boards and to return with a revised design at the June 28, 2017 meeting. Motion carried 6-1 with Mr. Ives opposed.

[B-016-2017 Demolition/New Construction](#)

Address: 210 Fairview Rd.

Applicant: Palm Beach Island Ventures, LLC

Architect: James C. Paine, Jr.

Project Description: Demolition of existing single story residence. Construction of new two story residence with side entry garage and pool.

At the March meeting, to approve the demolition request. A second motion carried to defer the project to the April 26, 2017 meeting for restudy of the mass, lighting, fenestration, window treatments and the unsupported concrete walls. At the April meeting, a motion carried to defer the project to the May 24, 2017 meeting.

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

Mr. Paine introduced Braden Smith, a partial owner of the project.

Mr. Smith addressed the concerns that the Commission voiced at the April meeting. Mrs. Vanneck asked about the current condition of the pool. Mr. Smith stated the pool is currently being treated weekly.

Mr. Paine presented the modified architectural plans for the project. He showed the Commission a site plan, a streetscape, a survey, neighboring property photos, a proposed site plan, floor plans, a roof plan, elevations, detail sheets and renderings. He also spoke to the differences of a similar home on the street designed by Roger Janssen.

Mr. Vila was in favor of the home and thought the scaled down version was a better design.

Mr. Corey agreed with Mr. Vila. He suggested extending the over hangs on the main body of the house by one foot.

Mr. Vila questioned whether gutters were proposed for the home. Mr. Paine stated that they would be installing copper gutters. Mr. Vila suggested a lead coated copper.

Mr. Ives stated he appreciated the changes but thought the home needed to be more cohesive.

Ms. Shiverick suggested that using a softer color for the shutters rather than the proposed black shutters. She also suggested using a stateliner palm to flank the front driveway.

Ms. Grace stated she appreciated the changes but is still concerned that the center section stood out from the wings.

Mr. Corey was concerned about not seeing the proposed gutters on the plans.

Mr. Garrison agreed with Mr. Corey. He suggested restudying the plan with gutters, particularly the front entrance. He suggested if the plan is not to include gutters, the overhang needs to be increased on the second floor.

Mrs. Vanneck was also concerned about the center section appearing disjointed from the wings.

Mr. Sammons stated that he thought the plan was irrational with too much waste. He suggested moving the outer wings to help support the second story, restudying the possibility of lowering the floor, widening the eaves on the second floor and reducing the floor to floor by one foot.

Mr. Ives inquired about the first and second floor heights. Mr. Paine responded.

Motion made by Mrs. Vanneck and seconded by Mr. Small to defer the project to July 26, 2017 for restudy. Motion carried with all in favor.

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

Address: 1900 S. Ocean Blvd.
Applicant: Keith Frankel
Architect: Nievera Williams Design
Project Description: Main entry gate and columns and service gate with columns.

At the April meeting, a motion carried to defer the project to the May 24, 2017 meeting for restudy.

This item was deferred to the June 28, 2017 meeting with the approval of the agenda, Item V.

[B-028-2017 Lighting](#)

Address: 160 Brazilian Ave.
Applicant: PEMS Partnership Limited
Architect: Keith Spina/Glidden Spina
Project Description: Install 4 new site lighting poles and fixtures in parking lot.

At the April meeting, a motion carried to defer the project to the May 24, 2017 meeting for restudy.

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

Mr. Spina showed the Commission photos of other local parking lots and various light fixtures. He indicated they would still like use their initial light proposed but would also use the light shown at 240 Royal Palm Way.

Mr. Corey stated he felt the proposed location was different from the location of the Royal Poinciana Plaza. He asked Mr. Spina for the cut sheets and size of the lights. He also asked about the proposed color of the light. Mr. Spina agreed that 3000K would be a sufficient color and the proposed color of the fixture would be black.

Mrs. Vanneck asked about the proposed size of the fixture. Mr. Spina responded. Mrs. Vanneck stated she would support the initially proposed fixture.

Mr. Vila agreed with Mrs. Vanneck.

Motion by Mr. Vila and seconded by Mrs. Vanneck to approve as presented.

Mr. Small asked if Mr. Spina brought a photo of the lighting at the Memorial Fountain. Mr. Spina stated he did not. Mr. Small stated he would prefer a similar light to the Four Arts parking lot due to the close proximity of the Fountain to the subject parking lot.

Ms. Grace agreed with Mr. Small. Ms. Shiverick agreed with Mr. Small as well.

Motion carried 4-3 with Messrs. Ives, Small and Ms. Grace opposed.

A short break was taken at 10:43 a.m. The meeting resumed at 10:56 a.m.

B-030-2017 Modifications

Address: 2100 S. Ocean Blvd.

Applicant: 2100 Condominium Association, Inc.

Architect: Roger Hansrote/ACI, Inc.

Project Description: Install new bronze aluminum impact resistant storefront at the main entrance of the North and South Buildings with precast trim. ~~Remove "X" column support at the West end of the porte-cochère and replace with vertical columns.~~ Modifications to guardhouse to include installing bronze aluminum impact rated sliding glass doors and windows to match existing, reduce the roof overhang from 2'-0" to 1'-0", remove the raised planter walls at the East and West elevations and install a planter flush with grade, and relocate the existing AC unit from the guardhouse planter to the planting area North of the drive.

At the April meeting, a motion carried to defer the project, with the exception of the approval of the storefront fenestration, to the May 24, 2017 meeting for restudy.

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

Richard Leji, with ACI, Inc., presented the modified plans for the project. He showed the Commissioners a site plan, elevations and existing site photos.

Mr. Vila thought the design of the guardhouse and planter were important to the building and he was not in favor of any changes. He asked why they have not considered the addition of curbing to help with the problems.

Mr. Leji stated that they are not changing the building, only making the overhead smaller. He did not think it would aesthetically change the design.

Mr. Garrison agreed with Mr. Vila and thought the addition of a curb was a solution for the problems. He stated that the planter's purpose is for safety.

Mr. Ives agreed with Messrs. Vila and Garrison. He thought there were other solutions to solve the problems.

Mr. Vila thought the porta cochère was overgrown with landscaping.

Motion made by Mr. Vila and seconded by Mrs. Vanneck for a partial approval for the changes to the guard shack window to impact glass as well as the change proposed to the storefront columns but to deny any additional changes to the guard shack. Motion carried with all in favor.

B-032-2017 Additions/Modifications

Address: 215 Arabian Rd.

Applicant: 215 Arabian LLC

Architect: Kevin Asbacher, AIA

Landscape Architect: Fernando Wong/Fernando Wong Outdoor Living Design

Project Description: The renovation of and addition to an existing two story residence originally designed by Lester Geisler in 1937. A second floor addition accommodating a new master suite is to be added over the existing family room and a new screened porch is to be added east of the family room. New windows, doors, roofing, pool, hardscape and final landscape.

At the April meeting, a motion carried to defer the project to the May 24, 2017 meeting for restudy of the addition.

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

Mr. Asbacher presented the proposed modifications to the project. He showed the Commissioners the proposed site plan, floor plans, a roof plan, previously proposed and currently proposed elevations.

Mr. Ives was in favor of the changes.

Mr. Asbacher also showed the Commissioners an additional proposed, lower ridge for the home on the overhead projector.

Motion made by Mr. Garrison and second by Mr. Ives to approve the architectural project as presented with the alternate elevation shown on the overhead projector. Motion carried with all in favor.

Mr. Wong presented the proposed landscaping plan. He showed the Commissioners a proposed site plan and rendered elevations.

Mr. Vila expressed his concern about the hardscape. Mr. Wong indicated that the area in question were stepping-stones proposed. Mr. Vila stated that he did not feel the design was not a “Florida” design. Mr. Wong put inspirational photos for his design on the overhead projector.

Ms. Grace stated she was in favor of the Magnolias and the addition of the Alexander Palms.

Mr. Small thought the plan was good.

A second motion made by Mrs. Vanneck and seconded by Mr. Vila to approve the landscaping plan as presented. Motion carried with all in favor.

C. [MAJOR PROJECTS-NEW BUSINESS](#)
[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.

This item was deferred to the June 28, 2017 meeting with the approval of the agenda, Item V.

[B-037-2017 Modifications](#)

Address: 220 Eden Rd.

Applicant: Jason Briggs

Architect: MP Design & Architecture

Project Description: Proposed one story addition of 852 sq. ft. to rear of house. Renovation to existing cabana. New pedestrian gate and extension of existing site wall.

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

Caroline Forrest presented the proposed plans for the project. She showed the Commissioners an existing site plan, a proposed site plan, a streetscape, an aerial map, existing and proposed floor plans, existing and proposed elevations, detail sheets, existing photos and surrounding neighbor photos.

Mr. Ives asked Ms. Forrest if she knew the square footage of the neighboring homes. Ms. Forrest responded.

Mrs. Vanneck inquired about an existing Banyan tree location. Ms. Forrest responded.

Ms. Grace stated she was in favor of most of the changes but had reservations about extending the site wall.

Mr. Garrison asked why the driveway portion in front of the site wall would remain. Ms. Forrest stated they would be happy to remove the extra portion. Mr. Garrison was in favor of the changes, including the removal of the extra driveway.

Motion made by Mr. Vila and seconded by Mr. Small to approve the project as presented with the removal of the extra driveway. Motion carried 5-2 with Mr. Sammons and Ms. Grace opposed.

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

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCES

Address: 214 Queens Ln.

Applicant: Larry & Katie Alexander

Architect: Daniel Menard/LaBerge and Menard

Landscape Architect: Steve West/Parker-Yanette Design Group

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.

VARIANCE INFORMATION: The applicant is proposing the following additions onto the existing residence: 1) Construct a one-story 660 square foot addition for a new kitchen and family room; 2) Construct a one-story 400 square foot addition for a new loggia. The following variance is being requested to accomplish the above additions: Lot coverage of 32.9% in lieu of the 19% existing and the 30% maximum allowed.

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

Maura Ziska, Attorney for the owner, explained the variances that are requested in which they are seeking a favorable recommendation to the Town Council for the project. She also spoke about the neighbor support for the project.

Mr. Menard presented the proposed plans for the project. He showed the Commissioners an existing and proposed site plan, floor plans, roof plan, a streetscape, an aerial map, surrounding neighbor photos, existing exterior photos of

current home, elevations of existing and currently proposed, rendered elevations, CCR calculations, and detail sheets.

Mr. West presented the proposed landscape plan. He showed the Commissioners a site plan, existing photos, rendered landscape elevations.

Mr. Garrison questioned the section of the window presented and whether it was correct since the house is brick. Mr. Menard responded and stated they are proposing to use a thin brick veneer. Mr. Garrison suggested a larger overhang.

Mr. Vila was in favor of the project with the exception of the proposed fountain at the pool area. He also questioned the Schefflera trees over the pool. Mr. West responded about the fountain and stated the Schefflera trees are on the neighbor's property.

Mr. Small was in favor of the changes.

Mr. Ives was in favor of the changes but had a small concern about the roof design of the center addition.

Mr. Corey thought this was a good project. He stated he thought this could be designed without the variance. He asked about the size of the curb cut and thought this would be a good place for additional, higher plantings. He also was not in favor of the fountain at the pool. He suggested bubblers for the pool. Mr. West responded.

Mr. Vila stated he recently revisited the home and thought the size of the driveway should remain.

Ms. Shiverick asked about the driveway materials. Mr. West responded. She suggested changing the color of the proposed concrete to gray. Mr. West agreed.

Mrs. Vanneck questioned the exfiltration trench in the front if the proposed driveway is poured concrete. Mr. West stated he could switch the material to a concrete paver. Mr. Vila suggested an aggregate material.

Ms. Grace was in favor of the addition. She was not in favor of the fountain but stated she would support a smaller curb cut.

Mr. Sammons thought the addition is out of scale with the house because of its width and he questioned the roof plan. He questioned the size of the gable.

Motion made by Mr. Garrison and seconded by Mrs. Vanneck that the implementation of the proposed variance would not cause negative architectural impacts to the subject property. Motion carried 6-1 with Mr. Sammons opposed.

A second motion made by Mr. Vila and seconded by Mr. Small 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. Motion carried 5-2 with Messrs. Sammons and Garrison opposed.

[B-040-2017 Demolition/New Construction](#)

Address: 200 Mockingbird Trail

Applicant: Mr. & Mrs. Ken Viellieu

Architect: MP Design & Architecture

Project Description: Demolition of existing residence. New two-story shingle style residence with hardscape/landscape and pool.

Mr. Page distributed copies of emails regarding 200 Mockingbird Trail that had been received that morning.

Mr. Randolph asked the Commissioners disclose the emails that Mr. Page passed out in their ex parte. Mr. Page provided a summary of the letters for the record.

Julie Araskog, 1490 Via Manana, provided clarification on the emails that were passed out by Mr. Page.

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

Michael Perry reviewed the demolition report, showed the Commissioners a survey, exterior and interior photos of the home and requested approval for demolition of the existing home.

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

Mr. Perry presented the proposed plans for the new residence. Mr. Perry showed the Commissioners a proposed site plan, an aerial map, the plan that had been approved on Palmo Way, which has been slightly modified for Mockingbird Trail. He reviewed lot coverage and a CCR plan, a site scape, a streetscape, photos of surrounding neighbors, floor plans, rendered elevations, detailed sheets and a color palate. He showed the Commissioners a rendered elevation of the proposed landscaping for the corner on the overhead projector.

Mr. Corey asked about the plans for the house on Palmo Way. Mr. Perry responded.

Mr. Ives asked about the proposed house and its orientation on the Palmo Way lot. Mr. Perry responded. Mr. Ives questioned whether the house's style fit on the street.

Mr. Vila stated he could not support the proposed house on this lot due to its style and scale. He felt the proposed home was inappropriate for the street.

Ms. Grace felt this proposed house was too dissimilar for the street due to its mass and scale.

Mr. Garrison feel that different characters and styles contribute to the charm of a neighborhood. He stated that the Commission approved the house on a smaller house, one block away from the proposed site. He said he had only received one concern, which had to do with the drainage on the site. He stated that he thought this home would be a charming addition to the neighborhood.

Mr. Small thought this house was dissimilar and not in harmony with the neighborhood.

Mr. Sammons had problems with the detail and the scale.

A second motion made by Mr. Vila and seconded by Mr. Small to defer the project to the July 26, 2017 meeting for restudy.

Ms. Catlin thought the proposed home fit on the lot but not into the neighborhood.

Mrs. Vanneck stated that the proposed home on Palmo Way was between two large homes was more appropriate than where it is proposed on Mockingbird Trail.

Motion carried 6-1 with Mr. Garrison opposed.

A lunch break was taken at this time. The meeting resumed at 1:31 p.m.

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

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCES

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.

VARIANCE INFORMATION: The applicant is requesting a variance to construct a two-story addition on the west side of the property with a second story street side yard setback of 27.0 feet in lieu of the 35 foot minimum.

Call for disclosure of ex parte communication: Disclosure by several members. Michael Perry presented the proposed modifications for the residence. He presented the Commission with a site plan, proposed site plan, a streetscape, existing property photos, photos of the neighborhood properties, existing and proposed floor plans, elevations, rendered elevations, a color palate and showed a new elevation that proposes to remove the terrace as to eliminate the variance request.

Mr. Corey thought the plan was a vast improvement to the home. He was in favor of the two-story portion but was concerned about the three-car garage. He recommended removing one garage bay to be successful.

Mrs. Vanneck stated she was not in favor of the three-car garage as proposed as well as the flat roof. She thought it could be successful if the orientation of the garage was changed to face west.

Mr. Garrison expressed his concern with the three-car garage. However, he stated he would be in favor of the proposal without the need of the variance.

Ms. Grace thought the south elevation was attractive but was concerned about the north elevation. She thought a side entry garage would be better or eliminating one garage bay.

Mr. Ives was in favor of the plan and was glad the variance request was eliminated.

Mr. Vila was in favor of the design and suggested a side load garage. Mr. Perry responded by stating the proposed garage bays will be 60 feet back from the road.

Ms. Shiverick stated a concern with the front door. She suggested a wood door, such as a mahogany. Mr. Perry stated he would discuss the option with his client.

Ms. Grace expressed her concern about the three front facing garage bays.

Mr. Sammons suggested a restudy of the front door entablature. He also suggested differentiating the last garage bay door to make it feel lighter.

Motion made by Mr. Vila to partially approve the project with the caveats to restudy the front entry portico as well as the three-car garage with a possible configuration, both to return to the June 28, 2017 meeting.

Kurt Hassenhutt, 280 Sandpiper Dr, expressed his concern with the massive two-story home trend on the island and stated his worry about overbuilding on his street.

Mr. Perry stated that the owner has met with some of the neighbors and have agreed to do anything they can to keep everything on the site during the construction.

Mr. Ives seconded the motion. Motion carried 5-2 with Ms. Vanneck and Grace opposed.

[B-042-2017 New Construction](#)

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

Address: 316 Seabreeze Avenue

Applicant: Gregory Fisher

Architect: Pat Segraves/SKA Architect + Planner
Project Description: Site plan review of previously approved (Feb. 22, 2017 ARCOM and March 15, 2017 Town Council). New 2,800 square foot Mediterranean Revival two-story home.

SPECIAL EXCEPTION INFORMATION: The applicant is requesting a special exception with site plan review to modify the previous approval to allow the construction of a 2,700 square foot two-story, single family residence on two platted lots which combined creates a lot that is 50 feet in width in lieu of the 100 foot minimum required and 6,125 square feet in area in lieu of the 10,000 square foot minimum area required. The following variance is being requested: to allow a 12.5 foot east side yard setback for the two-story portion in lieu of the 15-foot minimum required.

Maura Ziska, attorney for the owner, stated that the project had not changed. She indicated that a new notice should have been sent out during the approval process to notify neighbors of the new variance requests. She also stated that the Town Council had approved this project.

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

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

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

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

Address: 89 Middle Rd.

Applicant: 89 Middle Road LLC

Architect: Adam Mills/Morgan Wheelock Inc.

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

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

Tracy Rollins, attorney from Squire Patton Boggs and on behalf of the owner, offered an apology to the neighbors for the poor communication. She stated that they have recently had meetings with the neighbors and now, understands and are prepared to address, their concerns. She stated that the property has been sodded and irrigated. She showed the Commissioners a recent photo on the overhead projector. She indicated that they are ready to move forward once they receive an approval for a landscaping plan.

Mr. Mills presented a site plan with existing and proposed landscaping, the treatment of the landscaping as well as rendered elevations.

Mr. Ives stated he feels like they are attempting to remedy the situation and wants to enable them to begin on the plan for the sake of the neighbors. He also stated he felt that the photos are complimentary to what is existing.

Ms. Grace asked about the trees and palms to remain. She also expressed concern about the installation of the ficus with the history of the white fly problem. Mr. Mills stated the proposed treatment for the white fly problem.

Mr. Vila stated the property has been poorly served by the management. He urged Mr. Mills to restudy the proposed plan and to come up with something of better quality than what is proposed. Mr. Mills responded.

Mrs. Vanneck asked if the ficus would be replaced if it did not take. Mr. Mills stated they would replace the ficus but stated his concern.

Mr. Small asked Mr. Vila if he thought they needed to go further in their proposal. He stated he would support that recommendation as well. Mr. Vila stated that he thought they needed to go further.

Mr. Garrison agreed with Mr. Vila and recommended they need to investigate the footing and replant a nicer buffer.

Tim Hanlon, attorney for a group of property owners, stated that his clients are encouraged after many months of no communication and are glad that there has been some progress. They would like to see an overall plan of development that it is quickly implemented, monitored and enforced. They would like to see some of the existing, native trees used to assist in the buffering.

Robert Keefer, 598 S. County Rd., expressed his concern that the trees on the south border of his property are protected. He would like them replaced if something happens to them as he feels the proposed hedge will not screen his second story.

Mr. Mills stated they have tried to address all of the neighbors' concerns.

Ms. Rollins asked for an approval for a plan of action rather than a deferral.

Some of the Commission members discussed whether parts of the plan could be approved. Mr. Lindgren provided a recent history of the site and an explanation on the project description request.

Mrs. Vanneck expressed concern about the southern border of Mr. Keefer's property but was in favor to allowing them to begin planting. She recommended some investigation on the County Rd. border and return to the Commission with their findings at the June meeting.

Mr. Small asked about the type of motion that could be made to allow them to begin. Mr. Lindgren stated to approve the items in which they are comfortable approving.

Mr. Randolph told the Commissioners they could withhold final approval but could allow them to continue with what they deemed appropriate.

Motion made by Ms. Grace and seconded by Mr. Garrison 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.

Mr. Vila asked about a possible alternative approval. Mr. Lindgren responded.

Mr. Hanlon asked for a timeframe to be added to the motion. Mr. Mills stated that they would need one month after approval to have all items completed. Mr. Lindgren stated that Mr. Mills could provide an update to the Commissioners in June.

Motion carried 5-2 with Messrs. Ives and Vila opposed.

D. **MINOR PROJECTS - OLD BUSINESS**

A-006-2017 Modifications

Address: 329 Worth Ave.

Applicant: Via Roma Condominium Association, Inc.

Architect: David Lawrence

Project Description: Paint window frames, replace via flooring, replace via ceiling, add cast stone base, add cast stone sills, re-stucco walls to smooth texture, replace via lighting.

At the March meeting, a motion carried to defer the project to the April 26, 2017 meeting for restudy. At the April meeting, a motion carried to defer the project to the May 24, 2017 meeting.

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

E. **MINOR PROJECTS-NEW BUSINESS**

A-017-2017 Modifications

Address: 246 Seaspray Ave.

Applicant: Samantha Milgram

Architect: Richard Sammons/Fairfax and Sammons

Project Description: Exterior door and window replacement (to a more authentic style) throughout, front porch refurbishing, and awning removal at the rear of the main house.

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

Please note: Mr. Sammons declared a conflict for this project and left the dais at this time. Mr. Corey voted in the absence of Mr. Sammons.

Jaime Torres presented the proposed modifications for the project. Mr. Torres showed the Commissioners an existing and proposed site plan, a survey, existing and proposed floor plans, surrounding neighboring property photos, existing property photos, elevations, and rendered elevations.

Ms. Grace was in favor of the project.

Mr. Garrison asked for clarification for a possible error on the west elevation. Mr. Torres responded.

Mr. Vila was in favor of the project but did not like the proposed door with sidelights on the east elevation.

Mr. Corey thought the project was a vast improvement. He asked for a detail page for the proposed windows and shutters. Mr. Torres responded.

Mr. Garrison asked about the details on the window and shutters.

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

[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.

Call for disclosure of ex parte communication: None.

Ms. May presented the site's problem with vehicular circulation, an existing and proposed site plan, photos of existing exteriors, a proposed site plan, elevations of the guard house and a proposed landscape/hardscape plan.

Mrs. Vanneck expressed concern about not seeing colored renderings and elevations for the project and stated she felt like she could not make an informed decision.

Mr. Vila agreed with Mrs. Vanneck and felt he needed more information to make a decision.

Motion made by Mr. Small and seconded by Mr. Garrison to defer the project to the June 28, 2017 meeting to allow the applicant to bring more information to the Commission.

Mr. Lindgren explained that the Commissioners would like all of the information in their mini-sets to review before the meeting.

Mrs. Vanneck stated she was not in favor of the two proposed palms in front of the X sculpture.

Motion carried with all in favor.

[A-019-2017 Modifications](#)

Address: 1270 N. Lake Way

Applicant: Dale and Kenneth Pincourt

Architect: Peter Papadopoulos/Smith and Moore Architects, Inc.

Project Description: The reconfiguration and extension of existing entry with associated changes to existing one-story residence. Elimination of existing chimney and alteration to roof profile.

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

Mr. Papadopoulos presented the proposed modifications for the project. He presented an aerial map, surrounding neighbor photos, existing exterior photos, an existing and proposed roof plan, a site plan, floor plans, existing and proposed elevations and a streetscape.

Ms. Grace thought the changes were positive.

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

[A-020-2017 Modifications](#)

Address: 250 List Rd.

Applicant: Donald and Kim Patrick

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

Landscape Architect: Dustin Mizel/Environmental Design Group

Project Description: Renovation to an existing single story residence to include a new covered entry element, covered patio, trellis, new windows and doors, and new flat concrete tile roof. Improvements to hardscape and landscape as well.

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

Mr. Marsh stated that a version of this project received an approval in February. He presented an aerial map, a streetscape, a proposed site plan, a proposed floor plan, a

roof plan, existing, previously approved and proposed front elevations and colored rendering.

Mr. Mizel presented the proposed landscape and hardscape changes.

Ms. Grace stated she was in favor of the changes.

Mr. Garrison stated he liked the proposed changes better. He asked about the shutters on the small window on the west elevation. He suggested removing the shutters.

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

Please note: Mr. Small left at 3:16 p.m. Ms. Shiverick voted in his absence.

[A-024-2017 Modifications](#)

Address: 250 Ocean Terrace

Applicant: 250 Ocean Terrace LLC

Architect: Kirchhoff & Associates Architects

Project Description: Revisions to previously approved drawings (B-013-2016).

Requesting stone cladding between stucco window surrounds (Vena Grigio Limestone) in lieu of painted stucco. Also new decorative aluminum gate and fence at loggia with sconces added. Revisions to entry terrace other minor associated changes.

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

Mr. Kirchhoff presented the proposed modifications to the residence. He presented a site plan, a landscape elevation, a previously approved and currently approved rendering and the proposed change of material. He showed samples to the Commissioners.

Mrs. Vanneck asked if the marble had already been applied.

Mr. Garrison expressed his frustration that the project had been completed before an approval had been given.

Mr. Lindgren asked Mr. Kirchhoff who the contractor was for the project. Mr. Kirchhoff stated that the contractor is Hugh Davis.

Mr. Garrison asked for the details on the railings. Mr. Kirchhoff stated that the railings were not needed.

Mr. Vila was not in favor of the project and stated the marble was not appropriate.

Motion by Mr. Vila to deny the project as presented.

Ms. Grace stated she was not in favor of the stone cladding and the aluminum gate.

Ms. Shiverick agreed with Ms. Grace and stated the cladding was unattractive. She also requested a detail of the gate.

Mr. Ives expressed his frustration in that the project had been completed and requested more information for the gate.

Mr. Corey was not in favor of the project and expressed the original proposal was a far superior of a design. He stated he could not support the project.

Mrs. Vanneck stated it was too similar to the owner's previous home nearby and she faulted the owner.

The motion was seconded by Ms. Grace.

Mr. Kirchhoff asked if he could resubmit the project if it was denied. Mr. Lindgren responded.

Motion carried 6-1 with Mr. Ives opposed.

[A-025-2017 Landscape/Hardscape](#)

Address: 1494 N. Ocean Blvd.

Applicant: John A. Reid, Jr.

Architect: John Lang/Lang Design Group

Project Description: Revise driveway modifications and minor landscape adjustments to create privacy.

Call for disclosure of ex parte communication: Disclosure by Ms. Shiverick.

Mr. Land presented the proposed modifications for the residence. He presented a hardscape modification plan and stated the neighbor, Maura Ziska, was in favor of the project.

Mr. Corey thanked the owner for putting the utilities on the corner. He thought it was a good design.

Mr. Garrison agreed with Mr. Corey and thought it was a great design solution.

Ms. Shiverick thought the proposed driveway was better than the original.

Ms. Grace asked what the size of the easement. Mr. Lang responded.

Motion made by Mr. Vila and seconded by Mr. Garrison to approve the project as presented, conditioned by an approval from the Public Works Department on the curb cut changes. Motion carried with all in favor.

IX. **OTHER BUSINESS**

None.

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

None.

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

Mr. Page introduced the issue of the new FEMA standards to the Commissioners. Mr. Garrison talked about his history of the new FEMA standards and a few potential problems that he had encountered. A brief discussion ensued.

Mr. Lindgren stated that the project at 210 Palmo Way received a 7-0 approval from the Commission and that the homes are less than 200 feet apart.

Mr. Vila discussed a visit to the Glazer's new home.

XII. **ADJOURNMENT**

Motion made by Mr. Vila and seconded by Mr. Ives to adjourn the meeting at 3:53 p.m. Motion carried with all in favor.

The next meeting will be held on Wednesday, June 28, 2017 at 9:00 a.m. in the Town Council Chambers, 2nd floor, Town Hall, 360 S County Rd.

Respectfully Submitted,

Richard Sammons, Chairman
ARCHITECTURAL COMMISSION

kmc

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 078-2017 - A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing an Increase to Purchase Order No. 170163 to Johnson Controls, Inc. in the Amount of \$20,000 for Emergency Service, Repairs, and Equipment for the Townwide Camera and Security System; and Establishing a New Purchase Order Budget of \$40,000; and Providing and Effective Date.

Presenter

Kirk W. Blouin, Director of Public Safety

ATTACHMENTS:

- ▣ **Memorandum dated May 15, 2017, from Kirk W. Blouin, Director of Public Safety**
- ▣ **Resolution No. 78-2017**
- ▣ **Exhibit A**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13th, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Kirk W. Blouin, Director of Public Safety

Re: Approve Increase of Purchase Order 170163 to Johnson Controls, Inc.
Resolution No. 78-2017

Date: May 15, 2017

STAFF RECOMMENDATION

Staff recommends the Mayor and Town Council adopt Resolution No. 78-2017, approving an increase of \$20,000 to Purchase Order 170163 issued to Johnson Controls, Inc. to cover the cost of emergency service, repairs, and equipment necessary to maintain the Townwide Camera and Security System for the remainder of FY2017.

A Purchase Order (PO 170163) in the amount of \$20,000 was previously approved by Resolution No. 168-2016 (Exhibit A, Section 1.c). Adopting Resolution No. 78-2017 would establish a new purchase order budget of \$40,000.

GENERAL INFORMATION

The requested increase in emergency service, repairs and equipment for FY2017 is the result of issues surrounding several capital improvement projects such as the Flagler Memorial and Southern Boulevard Bridge Construction Projects. Circumstances have required that camera equipment and other supporting infrastructure to be removed and/or relocated at various project phases. These types of service responses typically require specialized lift equipment which further increases the cost of the repairs/service. In addition, the technology installed in 2012, which is constantly exposed to harsh weather elements, is simply reaching its expected life cycle and is requiring more upkeep. Due to the totality of these issues, the Police Department has seen an increased need for emergency service and repairs on the Townwide Camera and Security system, resulting in increased costs for the fiscal year.

FUNDING/FISCAL IMPACT

The requested \$20,000 will be liquidated from a purchase order (PO 170197) issued to Johnson Controls, Inc. for the continued build-out of the Townwide Camera and Security Systems, per Resolution No. 168-2016, and therefore will not affect the Police Department's FY2017 budget.

Approve Increase of Purchase Order 170163
Page 2

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and is approved as recommended.

TOWN ATTORNEY REVIEW

The Town Attorney has reviewed this resolution and approved for legal form and sufficiency.

KWB/lsg

cc: Jane Struder, Director of Finance
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 78-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN INCREASE TO PURCHASE ORDER NO. 170163 TO JOHNSON CONTROLS, INC. IN THE AMOUNT OF \$20,000 FOR EMERGENCY SERVICE, REPAIRS, AND EQUIPMENT FOR THE TOWNWIDE CAMERA AND SECURITY SYSTEM; AND ESTABLISHING A NEW PURCHASE ORDER BUDGET OF \$40,000; AND 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 Purchasing Division is hereby authorized to increase Purchase Order No. 170163 to Johnson Controls, Inc., by \$20,000 for emergency service, repairs and equipment necessary to maintain the Townwide Camera and Security System not covered by the annual maintenance contract, for the remainder of Fiscal Year 2017.

Section 2. Mayor and Town Council approve an overall budget for Purchase Order No. 170163 of \$40,000.

Section 3. Mayor and Town Council authorize \$20,000 be liquidated from PO 170197 and applied to PO 170163.

Section 3. A copy of Resolution No. 168-2016 is attached hereto as Exhibit A and is hereby incorporated within this Resolution and made a part hereof.

Section 4. The Town Manager is authorized to execute all documents necessary to effectuate this purchase order.

Section 5. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED IN A REGULAR, ADJOURNED SESSION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH THIS 13TH DAY OF JUNE, 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

ATTEST:

Bobbie Lindsay, Town Council Member

Susan A. Owens, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member

RESOLUTION NO. 168-2016

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS TO JOHNSON CONTROLS, INC. FOR THE ANNUAL SOFTWARE SUPPORT, UPGRADE, AND MAINTENANCE CONTRACT IN THE AMOUNT OF \$92,172; FOR PARTS AND LABOR FOR THE CONTINUED BUILD-OUT OF THE TOWN-WIDE CAMERA AND SECURITY SYSTEM IN THE AMOUNT OF \$40,000; FOR SERVICE AND EMERGENCY REPAIRS IN THE AMOUNT OF \$20,000; AND ESTABLISHING THE UNIVERSAL CCTV-ALPR & ACCESSORY KIT PRICING LIST FOR FISCAL YEAR 2017 AND OVERALL BUDGET OF \$155,000; SUBJECT TO APPROVAL OF FISCAL YEAR 2017 BUDGET.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1. The Purchasing Department is hereby authorized to issue purchase orders to Johnson Controls, Inc. for the following, subject to approval of Fiscal Year 2017 Budget:

a. The annual software support, upgrade, and maintenance of the Town-wide Camera and Security System in the amount of \$92,172 (Exhibit A);

b. A blank purchase order for the continued build-out of the Town-wide Camera and Security System in the amount of \$40,000 (based approved contract pricing, Exhibit B);

c. A blanket purchase order for service and emergency repairs (not covered by the maintenance contract) in the amount of \$20,000 (based on approved contract pricing, Exhibit B).

Section 2. This Resolution shall allow for an overall FY2017 budget of \$155,000.

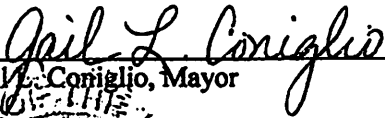
Section 3. This Resolution shall establish the contract pricing for labor and parts for FY2017 (Exhibit B).

Section 4. Exhibits A and B are attached and hereby incorporated within this Resolution and made a part hereof.

Section 5. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED IN A REGULAR, ADJOURNED SESSION OF THE TOWN

COUNCIL OF THE TOWN OF PALM BEACH THIS 13TH DAY OF SEPTEMBER, 2016.

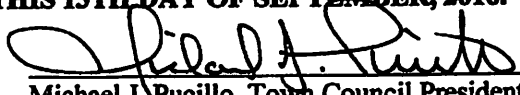


Gail L. Coniglio, Mayor

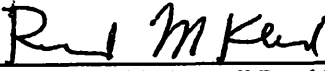




Susan A. Owens, MMC, Town Clerk



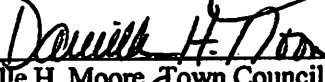
Michael J. Pucillo, Town Council President



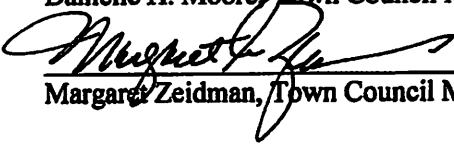
Richard M. Kleid, Council President Pro Tem



Bobbie Lindsay, Town Council Member



Danielle H. Moore, Town Council Member



Margaret Zeidman, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda

Resolutions

Agenda Title

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

Presenter

Kirk W. Blouin, Director of Public Safety

ATTACHMENTS:

- ▣ **Memorandum dated May 24, 2017, from Kirk W. Blouin, Director of Public Safety**
- ▣ **Resolution No. 79-2017**
- ▣ **Exhibit A**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13th, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Kirk W. Blouin, Director of Public Safety

Re: Award Bid No. 2017-06 to Seacoast Embroidery, Inc. dba Seacoast Uniforms
Resolution No. 79-2017

Date: May 24, 2017

STAFF RECOMMENDATION

Staff recommends that the Mayor and Town Council approve Resolution No. 79-2017 awarding Bid No. 2017-206 in the amount of \$46,019.04 to Seacoast Embroidery, Inc. dba Seacoast Uniforms for the purchase of uniforms and accessories for Police Department personnel.

GENERAL INFORMATION

In previous years, uniform parts and accessories were purchased on an as needed basis from numerous vendors which required the issuance of many purchase orders and/or payments via Town issued credit cards. The process of constantly obtaining quotes and the limitation of credit card purchases made this task very time consuming for staff.

Police and Purchasing staff members worked diligently together to compile a comprehensive list of standardized uniforms and accessories for both sworn and civilian police personnel and determined other necessary bid specification such as vendor distance, alterations and optional items.

The bid was advertised in accordance with the Town's Purchasing policy and two Sealed Bids were submitted and opened by Purchasing staff. Seacoast Embroidery, Inc., who is doing business as Seacoast Uniforms, was the low responsive and reasonable bid.

If awarded, Bid No. 2017-06 shall be for a 12 month period and provides the Town with the option to renew the contract for 4 additional 12 month periods. This option affords the Police Department the opportunity to purchase uniforms and accessories in a consistent manner well into the near future.

FUNDING/FISCAL IMPACT

The Police Department budgets for uniforms and accessories in various unit budgets within the Police. Adequate funding is available in these line item budgets for the remainder of FY2017 and in the Proposed FY2018 Budget.

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and approved as recommended.

TOWN ATTORNEY REVIEW

The Town Attorney has reviewed this resolution and approved for legal form and sufficiency.

KWB/lsg

cc: Jane Struder, Director of Finance
Dean Mealy, Purchasing Manager

RESOLUTION NO. 79-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 2017-06 TO SEACOAST EMBROIDERY, INC. DBA SEACOAST UNIFORMS AND APPROVING A UNIFORM AND ACCESSORIES PURCHASING CONTRACT IN THE AMOUNT OF \$46,019.04; AND 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 Town Council of the Town of Palm Beach hereby awards Bid No. 2017-06 to Seacoast Embroidery, Inc. dba Seacoast Uniforms in the amount of \$46,019.04 for the purchase of uniforms and accessories for Police Department staff.

Section 2. A copy of Bid No. 2017-06 is attached hereto as Exhibit A and is hereby incorporated within this Resolution and made a part hereof.

Section 4. The Town Manager is authorized to execute all documents necessary to effectuate this contract.

Section 5. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED IN A REGULAR, ADJOURNED SESSION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH THIS 13TH DAY OF JUNE, 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, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member

TOWN OF PALM BEACH Bid No. 2017-06 PURCHASE UNIFORMS & ACCESSORIES POLICE DEPT. BID TABULATION Opened: May 2, 2017					Vendor: Address: Telephone: Fax: Contact:	NAFECO		RED THE UNIFORM TAILOR		SEACOAST UNIFORMS		G T DISTRIBUTORS, INC.		PALM BEACH EMBROIDERY		THE GRAPHIC EDGE		ZEIDEL & CO	
Line	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
PART 4.A Police Duty Uniforms (Clothing)																			
1	Class A Long Sleeve 8670/8670W Blauer	70	EA																
2	Class A Short Sleeve 8675/8675W Blauer	70	EA																
3	Summer Long Sleeve Shirt 8371/8371W Blauer	70	EA																
4	Summer Short Sleeve Shirt 8372/8372W Blauer	140	EA																
5	Pants-Men's 8657/8657W Blauer	50	EA																
6	Cargo Pants 8836/8836W Blauer	50	EA																
7	Utility Shirt Cotton T-Shirt - SMALL - XL	50	EA																
8	Utility Shirt Cotton T-Shirt - XXL - XXXL	10	EA																
9	Dress Shirt 5608/L608 - Port Authority	40	EA																
10	Polo S/S F5341/F5327 - Propper SMALL - XL	100	EA																
11	Polo S/S F5341/F5327 - Propper XXL - XXXL	10	EA																
12	Polo L/S F5315 Propper - SMALL - XL	20	EA																
13	Polo L/S F5315 Propper - XXL - XXXL	10	EA																
14	Dress Shirt 5608/L608 - Port Authority	50	EA																
15	Short Sleeve Polo 8133-65 Blauer - SMALL - XL	20	EA																
16	Short Sleeve Polo 8133-65 Blauer - XXL - XXXL	5	EA																
17	Long Sleeve Shirt 42327 - Denali 42325 - Denali	10	EA																
18	Tactical Pants F5251 - Propper	20	EA																
19	Hattaras Shorts #618162-Sportif	10	EA																
20	Pants #674170-Sportif	10	EA																
21	Pants 1036(M)/1032 (W) Tru-Spec	20	EA																
22	Short Sleeve Polo #41180 5.11 Utility Polo	10	EA																
23	Short Sleeve Shirt Oxford 5508 - Port Authority	20	EA																
24	Long Sleeve Shirt Oxford 5608 - Port Authority	20	EA																
25	Tie, TIE188, TIE208, TIE228 Tact Squad	10	EA																
26	Dress Hat 09NM3AO Bayly	5	EA																
27																			



TOWN OF PALM BEACH

Bid No. 2017-06

PURCHASE UNIFORMS & ACCESSORIES
POLICE DEPT.

BID TABULATION

Opened: May 2, 2017

TOWN OF PALM BEACH				Vendor:		NAFECO		RED THE UNIFORM TAILOR		SEACOAST UNIFORMS		G T DISTRIBUTORS, INC.		PALM BEACH EMBROIDERY		THE GRAPHIC EDGE		ZEIDEL & CO	
Bid No. 2017-06				Address:		1515 WEST MOULTON STREET		475 OBERLIN AVENUE S		5893 SOUTH CONGRES AVE.		2545 BORCKTON DRIVE, SUITE 100		8645 N. MILITARY TRAIL, STE 509		743 HWY 30 EAST		203 6TH ST.	
PURCHASE UNIFORMS & ACCESSORIES				Telephone:		800-828-6233		LAKEWOOD, NJ 08701		561-439-8005		800-252-8310		P.B.G. FL 33410		CARROLL, IA 51401		W.P.B. FL 33401	
POLICE DEPT.				Fax:		256-355-0852		561-732-0360		561-439-8006		800-480-5845		561-371-5002		800-747-9744		561-655-4445	
BID TABULATION				Contact:		KASEY PATTERSON		KRYS BANKER		TYLER BAKER		DAVID CURTIS		RODNEY DORE		RHONDA WORLEY		DIANE MELECIO	
Opened: May 2, 2017				Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
28	Expansion Strap for Hat 11-003 Bayly			5	EA	NO BID	NO BID	9.50	\$	47.50	\$	45.50	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
29	Ball Cap 182-1 - Blauer			5	EA	NO BID	NO BID	30.00	\$	150.00	\$	70.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
30	Winter Hat - 82-480			5	EA	NO BID	NO BID	5.00	\$	25.00	\$	20.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
31	Outer Jacket 9820 - Blauer			3	EA	NO BID	NO BID	240.00	\$	720.00	\$	626.25	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
32	Zip in Jacket 4660 Blauer			3	EA	NO BID	NO BID	122.00	\$	366.00	\$	309.45	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
33	Rain Pants 134 - Blauer			3	EA	NO BID	NO BID	51.00	\$	153.00	\$	142.50	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
34	Rain Jacket 2690 - Blauer			5	EA	NO BID	NO BID	130.00	\$	650.00	\$	528.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
35	Rain Boots 12" Overboot			5	EA	NO BID	NO BID	48.00	\$	240.00	\$	425.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
36	Traffic Vest ERB - 5383P			5	EA	NO BID	NO BID	60.00	\$	300.00	\$	50.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
37	Traffic Vest ERB - 5383P			5	EA	NO BID	NO BID	43.00	\$	215.00	\$	30.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
38	Hat CP80			5	EA	NO BID	NO BID	15.00	\$	75.00	\$	50.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
39	Shorts 8842 Blauer			10	EA	NO BID	NO BID	70.00	\$	700.00	\$	637.50	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
40	Pants 203 Bike Patrol Pants			4	EA	NO BID	NO BID	118.00	\$	472.00	\$	380.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
41	Patrol Jacket 601 Waterproof 3-in-1 Bellwether.			2	EA	NO BID	NO BID	260.00	\$	520.00	\$	400.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
42	Jacket-Inner 4670 - Blauer			5	EA	NO BID	NO BID	123.00	\$	615.00	\$	578.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
43	Jacket-Outer 9970V - Blauer			5	EA	NO BID	NO BID	330.00	\$	1,650.00	\$	1,550.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
44	Hood for Jacket HF9970 - Blauer			5	EA	NO BID	NO BID	63.00	\$	315.00	\$	293.75	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
45	Helmet Slant Police Bike Helmet-Bell			2	EA	NO BID	NO BID	0.00	\$	0.00	\$	108.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
46	Boots #71418 Chippewa			1	PAIR	NO BID	NO BID	250.00	\$	250.00	\$	245.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
47	Honor Guard Pants 34291/34291W Flying Cross			2	EA	NO BID	NO BID	70.00	\$	140.00	\$	122.86	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
48	Honor Guard Shirt L/S White 95R66-Flying Cross			2	EA	NO BID	NO BID	50.00	\$	100.00	\$	81.90	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
49	Service Cap Strap #3033			2	EA	NO BID	NO BID	8.00	\$	16.00	\$	8.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
50	Honor Guard Jacket 34891 86 Flying Cross			2	EA	NO BID	NO BID	300.00	\$	600.00	\$	473.28	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
51	Sam Browne Belt Brass #204RC			2	EA	NO BID	NO BID	131.00	\$	262.00	\$	196.50	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
52	Shoulder Cord #452			2	EA	NO BID	NO BID	19.00	\$	38.00	\$	18.50	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
53	Shoulder Cord #4521106			2	EA	NO BID	NO BID	20.00	\$	40.00	\$	31.90	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
54	Sam Browne Belt Nickel #205RC			2	EA	NO BID	NO BID	131.00	\$	262.00	\$	196.50	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
55	Sam Browne Belt Brass #204LC			2	EA	NO BID	NO BID	131.00	\$	262.00	\$	196.50	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
56	Sam Browne Belt Brass #205LC			2	EA	NO BID	NO BID	131.00	\$	262.00	\$	196.50	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
57	Clip on Tie #3045			2	EA	NO BID	NO BID	5.00	\$	10.00	\$	10.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
58	Shirt Stays (pair) #4418K			2	PAIR	NO BID	NO BID	3.00	\$	6.00	\$	20.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
PART 4.A. TOTAL BID:						NO BID		53,181.50		38,548.64		NO BID		NO BID		NO BID		NO BID	
								DID NOT BID LINE 45		LOW RESPONSIVE									
										RESPONSIBLE BIDDER									
NOT CONSIDERED IN TOTAL BID																			
Alterations: sizing/hemming other than Simple Alterations/Hemming				NO BID		NO BID		\$		30.00HR		\$		10.00		NO BID		NO BID	
Alterations: additional patches, emblems				NO BID		NO BID		\$		30.00HR		\$		1.00		NO BID		NO BID	
Alterations: additional embroidery				NO BID		NO BID		\$		30.00HR		\$		3.00		NO BID		NO BID	
PART 4.B Police Badges, Awards, Ribbons and Accessories																			
59	Nickel Electroplate Patrol Badge-Blackton B7 or Smith & Warren 5154			1	EA	NO BID		\$70.00		\$		\$49.50		\$		47.33		NO BID	



TOWN OF PALM BEACH

Bid No. 2017-06

**PURCHASE UNIFORMS & ACCESSORIES
POLICE DEPT.**

BID TABULATION

Opened: May 2, 2017

TOWN OF PALM BEACH																
Bid No. 2017-06																
PURCHASE UNIFORMS & ACCESSORIES																
POLICE DEPT.																
BID TABULATION																
Opened: May 2, 2017																
Vendor Address: Telephone: Fax: Contact:	Qty.	Unit	NAFECO		RED THE UNIFORM TAILOR		SEACOAST UNIFORMS		G T DISTRIBUTORS, INC.		PALM BEACH EMBROIDERY		THE GRAPHIC EDGE		ZEIDEL & CO	
			Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1515 WEST MOULTON STREET DECATUR, ALABAMA 35601-628-6233 256-355-0852 KASEY PATTERSON	60	EA	NO BID	NO BID	\$70.00	\$ 70.00	\$49.50	\$ 49.50	\$47.33	\$ 47.33	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	61	EA	NO BID	NO BID	\$60.00	\$ 60.00	\$43.87	\$ 43.87	\$39.67	\$ 39.67	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	62	EA	NO BID	NO BID	\$88.00	\$ 88.00	\$60.75	\$ 60.75	\$58.00	\$ 58.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	63	EA	NO BID	NO BID	\$88.00	\$ 88.00	\$60.75	\$ 60.75	\$58.00	\$ 58.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	64	EA	NO BID	NO BID	\$70.00	\$ 70.00	\$54.38	\$ 54.38	\$50.33	\$ 50.33	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	65	EA	NO BID	NO BID	\$20.00	\$ 80.00	\$20.00	\$ 80.00	\$15.00	\$ 60.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	66	EA	NO BID	NO BID	\$5.00	\$ 50.00	\$4.00	\$ 40.00	\$2.19	\$ 21.90	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	67	EA	NO BID	NO BID	NO BID	NO BID	\$15.75	\$ 78.75	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	68	EA	NO BID	NO BID	NO BID	NO BID	\$15.75	\$ 78.75	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	69	PAIR	NO BID	NO BID	\$25.00	\$ 25.00	\$12.00	\$ 12.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Epaulettes-Lieutenant Custom - Eisman-Ludmar Co	70	PAIR	NO BID	NO BID	\$25.00	\$ 25.00	\$12.00	\$ 12.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	71	PAIR	NO BID	NO BID	\$25.00	\$ 25.00	\$12.00	\$ 12.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	72	PAIR	NO BID	NO BID	\$25.00	\$ 25.00	\$12.00	\$ 12.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	73	EA	NO BID	NO BID	NO BID	NO BID	\$19.60	\$ 19.60	\$17.40	\$ 17.40	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	74	EA	NO BID	NO BID	NO BID	NO BID	\$10.20	\$ 10.20	\$13.27	\$ 13.27	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	75	EA	NO BID	NO BID	NO BID	NO BID	\$9.75	\$ 9.75	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	76	EA	NO BID	NO BID	NO BID	NO BID	\$9.75	\$ 9.75	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	77	EA	NO BID	NO BID	NO BID	NO BID	\$9.75	\$ 9.75	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	78	EA	NO BID	NO BID	NO BID	NO BID	\$9.75	\$ 9.75	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	79	EA	NO BID	NO BID	NO BID	NO BID	\$11.00	\$ 11.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
SWAT Symbol (under five years) SWAT Operator Pin	80	EA	NO BID	NO BID	NO BID	NO BID	\$12.00	\$ 12.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	81	EA	NO BID	NO BID	NO BID	NO BID	\$13.00	\$ 13.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	82	EA	NO BID	NO BID	NO BID	NO BID	\$6.00	\$ 6.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	83	EA	NO BID	NO BID	NO BID	NO BID	\$1.00	\$ 1.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	84	EA	NO BID	NO BID	NO BID	NO BID	\$1.00	\$ 1.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	85	EA	NO BID	NO BID	NO BID	NO BID	\$1.00	\$ 1.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	86	EA	NO BID	NO BID	NO BID	NO BID	\$1.00	\$ 1.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	87	EA	NO BID	NO BID	NO BID	NO BID	\$1.00	\$ 1.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	88	EA	NO BID	NO BID	NO BID	NO BID	\$1.00	\$ 1.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
	89	EA	NO BID	NO BID	NO BID	NO BID	\$1.00	\$ 1.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
90	EA	NO BID	NO BID	NO BID	NO BID	\$1.25	\$ 1.25	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	



TOWN OF PALM BEACH

Bid No. 2017-06

PURCHASE UNIFORMS & ACCESSORIES
POLICE DEPT.

BID TABULATION

Opened: May 2, 2017

TOWN OF PALM BEACH																							
Bid No. 2017-06																							
PURCHASE UNIFORMS & ACCESSORIES																							
POLICE DEPT.																							
BID TABULATION																							
Opened: May 2, 2017																							
Vendor:			NAFECO			RED THE UNIFORM TAILOR			SEACOAST UNIFORMS			G T DISTRIBUTORS, INC.			THE GRAPHIC EDGE			ZEIDEL & CO					
Address:			1515 WEST MOULTON STREET			475 OBERLIN AVENUE S			5893 SOUTH CONGRES AVE.			2545 BORCKTON DRIVE, SUITE 100			8645 N. MILITARY TRAIL, STE 509			743 HWY 30 EAST			203 6TH ST.		
Telephone:			800-628-6233			561-732-0360			ATLANTIS, FL 33462			AUSTIN, TX 78758			P.B.G., FL 33410			CARROLL, IA 51401			W.P.B., FL 33401		
Fax:			256-355-0852			561-732-0879			561-439-8005			800-252-8310			561-360-2908			800-747-9744			561-655-4445		
Contact:			KASEY PATTERSON			KRY'S BANKER			TYLER BAKER			DAVID CURTIS			RODNEY DORE			RHONDA WORLEY			DIANE MELECIO		
Line	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
91	Silver Stars - 3/16"	1	EA	NO BID	NO BID	NO BID	NO BID	\$1.25	\$	1.25	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
92	Gold Stars - 3/16"	1	EA	NO BID	NO BID	NO BID	NO BID	\$1.25	\$	1.25	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
93	Flag Bar Pin - 1 3/4" x 6/16"	5	EA	NO BID	NO BID	NO BID	NO BID	\$12.50	\$	62.50	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
94	Flag Bar Pin - 1 3/4" x 6/16"	5	EA	NO BID	NO BID	NO BID	NO BID	\$12.50	\$	62.50	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
95	HG Breast Badge #738	1	EA	NO BID	NO BID	NO BID	NO BID	\$53.25	\$	53.25	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
96	HG Breast Badge #739	1	EA	NO BID	NO BID	NO BID	NO BID	\$42.00	\$	42.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
97	High Gloss HG Shoes Varies by size	2	PAIR	NO BID	NO BID	NO BID	NO BID	\$60.25	\$	120.50	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
98	Stars 'n Stripe Pin #554	2	EA	NO BID	NO BID	NO BID	NO BID	\$5.00	\$	10.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
99	Duty Belt-Silver Buckle Model 87 - Safariland (87-28-8)	2	EA	NO BID	NO BID	\$65.00	\$	\$53.60	\$	107.20	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
100	Duty Belt-Gold Buckle Model 87 - Safariland (87-28-8B)	2	EA	NO BID	NO BID	\$65.00	\$	\$61.90	\$	123.80	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
101	Keepers 65-4-APBL-50 - Safariland	15	EA	NO BID	NO BID	\$12.00	\$	\$9.50	\$	142.50	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
102	ASP - F21FB - Asp	5	EA	NO BID	NO BID	\$101.00	\$	\$75.00	\$	375.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
103	ASP Holder 35-F21-48 - Safariland	5	EA	NO BID	NO BID	\$28.00	\$	\$20.15	\$	100.75	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
104	Glove Pouch 33-3-4V - Safariland	5	EA	NO BID	NO BID	\$18.00	\$	\$16.35	\$	81.75	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
105	Handcuff 801C - Peerless	5	EA	NO BID	NO BID	\$44.00	\$	\$40.00	\$	200.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
106	Handcuff Case 90H-4PBL - Safariland	5	EA	NO BID	NO BID	NO BID	NO BID	\$22.75	\$	113.75	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
107	Duty Holster Left Hand 6360-2192-482 - Safariland	5	EA	NO BID	NO BID	NO BID	NO BID	\$110.25	\$	551.25	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
108	Off Duty Holster Right Hand 6378-2192-411 - Safariland	5	EA	NO BID	NO BID	NO BID	NO BID	\$35.00	\$	175.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
109	Off Duty Holster Left Hand 6378-2192-412 - Safariland	5	EA	NO BID	NO BID	NO BID	NO BID	\$35.00	\$	175.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
110	Mag/Cuff Combo Right 573-83-411 Safariland	5	EA	NO BID	NO BID	\$38.00	\$	\$29.90	\$	149.50	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
111	Mag/Cuff Combo Left 573-83-412 Safariland	5	EA	NO BID	NO BID	\$38.00	\$	\$27.90	\$	139.50	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
112	Magazine Pouch 77-83-48PBL Safariland	5	EA	NO BID	NO BID	NO BID	NO BID	\$26.20	\$	131.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
113	OC Holder 22103 - Safariland	5	EA	NO BID	NO BID	NO BID	NO BID	\$21.60	\$	108.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
114	OC Spray	10	EA	NO BID	NO BID	NO BID	NO BID	\$12.00	\$	120.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
115	First Defense Mk-3	5	EA	NO BID	NO BID	NO BID	NO BID	\$14.00	\$	70.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
116	SH Baton Ring LP 5450-3 Nickel	5	EA	NO BID	NO BID	NO BID	NO BID	\$125.00	\$	625.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
117	Singer Flashlight 75813	5	EA	NO BID	NO BID	NO BID	NO BID	\$11.05	\$	55.25	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
118	Flashlight Holder 7926 - Bianchi	5	EA	NO BID	NO BID	NO BID	NO BID	\$5.50	\$	27.50	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
119	Singer Traffic Cone - 75903	5	EA	NO BID	NO BID	NO BID	NO BID	\$46.00	\$	230.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
120	Taser Holster - Right 44H015BW-R Blackhawk	5	EA	NO BID	NO BID	\$50.00	\$	\$50.00	\$	250.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
121	Taser Holster - Left 44H015BW-L Blackhawk	5	EA	NO BID	NO BID	\$50.00	\$	\$50.00	\$	250.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
122	Taser Pouch 44A90BK-Blackhawk	5	EA	NO BID	NO BID	NO BID	NO BID	\$18.95	\$	94.75	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
123	Traffic Vest 343P - Blauer	10	EA	NO BID	NO BID	\$50.00	\$	\$43.00	\$	430.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
124	Whistle - 4010	5	EA	NO BID	NO BID	\$5.00	\$	\$5.00	\$	25.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
125	Traffic Wand 2070 Nightstick - Bayco	5	EA	NO BID	NO BID	NO BID	NO BID	\$53.25	\$	266.25	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
126	Traffic Wand Cone	5	EA	NO BID	NO BID	NO BID	NO BID	\$3.00	\$	15.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
127	Red Safety Cone for 1170	5	EA	NO BID	NO BID	NO BID	NO BID	\$22.22	\$	111.10	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		
128	Weapon Light Surefire x300	2	EA	NO BID	NO BID	NO BID	NO BID	\$225.00	\$	450.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID		



TOWN OF PALM BEACH

Bid No. 2017-06

PURCHASE UNIFORMS & ACCESSORIES

POLICE DEPT.

BID TABULATION

Opened: May 2, 2017

TOWN OF PALM BEACH			Vendor:		NAFECO		RED THE UNIFORM TAILOR		SEACOAST UNIFORMS		G T DISTRIBUTORS, INC.		PALM BEACH EMBROIDERY		THE GRAPHIC EDGE		ZEIDEL & CO	
Bid No. 2017-06			Address:		1515 WEST MOULTON STREET		475 OBERLIN AVENUE S		5893 SOUTH CONGRES AVE.		2545 BORCKTON DRIVE, SUITE 100		8645 N. MILITARY TRAIL, STE 509		743 HWY 30 EAST		203 6TH ST.	
PURCHASE UNIFORMS & ACCESSORIES			Telephone:		800-628-6233		LAKEWOOD, NJ 08701		ATLANTIS, FL 33462		AUSTIN, TX 78758		P.B.G., FL 33410		CARROLL, IA 51401		W.P.B., FL 33401	
POLICE DEPT.			Fax:		256-355-0852		561-732-0879		561-439-8005		800-252-8310		561-360-2908		800-747-9744		561-655-4445	
BID TABULATION			Contact:		KASEY PATTERSON		KRY'S BANKER		TYLER BAKER		DAVID CURTIS		RODNEY DORE		RHONDA WORLEY		DIANE MELECIO	
Opened: May 2, 2017			Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
127	Compact Holster (Right Hand) 6378-319-411	2	EA	NO BID	NO BID	NO BID	NO BID	\$35.00	\$ 70.00	\$31.82	\$ 63.64	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
128	Compact Holster (Left Hand) 6378-319-412	2	EA	NO BID	NO BID	NO BID	NO BID	\$35.00	\$ 70.00	\$31.82	\$ 63.64	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
129	Ankle Holster - DeSanits Gunhide, Apache Ankle Rig	2	EA	NO BID	NO BID	NO BID	NO BID	\$39.80	\$ 79.60	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
130	Badge Holder Badge Holder-LawPro	2	EA	NO BID	NO BID	NO BID	NO BID	\$7.50	\$ 15.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
131	Tact Belt 7200 - Bianchi	2	EA	NO BID	NO BID	NO BID	NO BID	\$34.50	\$ 69.00	\$31.25	\$ 62.50	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
132	Tact Holster - Left 6005-21921-122 - Safariland	2	EA	NO BID	NO BID	NO BID	NO BID	\$30.00	\$ 60.00	\$134.44	\$ 268.88	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
133	Tact Holster - Right 6005-21921-121 - Safariland	2	EA	NO BID	NO BID	NO BID	NO BID	\$30.00	\$ 60.00	\$134.44	\$ 268.88	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
134	Vest Carrier Uniform Shirt Carrier [USC]-Gator Hawk	5	EA	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
135	Cross Strap w/ Keepers B99 / B99DW - Gould & Goodrich	2	EA	NO BID	NO BID	NO BID	NO BID	\$12.00	\$ 24.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
136	Sliding "D" rings (pair) #209BC	2	EA	NO BID	NO BID	NO BID	NO BID	\$55.25	\$ 110.50	\$37.92	\$ 75.84	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
137	Sliding "D" rings (pair) #209BC	2	PAIR	NO BID	NO BID	NO BID	NO BID	\$13.00	\$ 26.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
138	Sliding "D" rings (pair) #209NC	2	PAIR	NO BID	NO BID	NO BID	NO BID	\$13.00	\$ 26.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
139	Clarino High Gloss Handcuff Case #231BC	2	EA	NO BID	NO BID	NO BID	NO BID	\$34.60	\$ 69.20	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
140	Clarino High Gloss Handcuff Case #231NC	2	EA	NO BID	NO BID	NO BID	NO BID	\$30.00	\$ 60.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
141	Clarino Magazine Pouch .40/45 #33BC40	2	EA	NO BID	NO BID	NO BID	NO BID	\$31.00	\$ 62.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
142	Clarino Magazine Pouch .40/45 #33NC40	2	EA	NO BID	NO BID	NO BID	NO BID	\$31.00	\$ 62.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
143	Honor Guard Holster #501	2	EA	NO BID	NO BID	NO BID	NO BID	\$44.45	\$ 88.90	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
144	Honor Guard Holster #503	2	EA	NO BID	NO BID	NO BID	NO BID	\$44.45	\$ 88.90	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
TOTAL BID:			NO BID				\$ 3,476.00		\$ 7,470.40		\$ 5,409.46		NO BID		NO BID		NO BID	
							DID NOT BID ON ALL ITEMS. CORRECTIONS LINES 65 & 66		LOW RESPONSIVE BIDDER		DID NOT BID ON ALL ITEMS. CORRECTIONS LINE 103							

Opened By: John Cmar

Witnessed By: Eugene M. Bitteker

OPTION ADDITIONAL ITEMS

Discount from Published Price List

[illegible]

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda

Resolutions

Agenda Title

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

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated May 23, 2017, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 080-2017**
- ▣ **Bid Tab Sheet**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 2017

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

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

RE: Award Bid 2017-21 and Approve a Construction Contract for the Island Road and Ibis Way Bridge Improvements
Resolution No. 080-2017

DATE: May 23, 2017

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 080-2017 awarding Bid No. 2017-21 and approving a Construction Contract to Ferriera Construction Southern Division Company, Inc. for the Island Road and Ibis Way Bridge Improvements Project in the amount of \$299,986.93 and establishing a Construction Phase Budget of \$330,000.

GENERAL INFORMATION

The purpose of the work is to restore and repair deteriorated and damaged elements of the Island Road and Ibis Way Bridges identified by KHA in conjunction with the Florida Department of Transportation (FDOT) bridge inspection reports that are performed every two (2) years. The last significant repairs to the bridges were performed the summer of 2008 as per inspections and recommendations.

There will be traffic impacts that will be limited to single lane closer with flaggers present for the bridge deck repairs. The bridge deck repairs are limited as the majority of the work will be performed underneath the bridge. The contractor will coordinate the lane closures with Public Works and will be highlighted in the Town's Weekly Traffic Impact report.

The Town received seven (7) quotes on April 26, 2017 (a copy of the tabulation sheet is attached). The quotes ranged from \$299,986.93 to \$793,040.00.

The low, responsive, responsible bid was from Ferriera Construction Southern Division Company, Inc. in the amount of \$299,986.93. Staff recommends awarding a Construction Contract Ferriera Construction Southern Division Company, Inc. for the bid amount of \$299,986.93, and establishing a construction phase budget of \$330,000.

FUNDING/FISCAL IMPACT

Funding for the Island Road and Ibis Way Bridge Improvements construction phases will be funded from the Town's Pay-As-You-Go 307 funds.

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
Patricia Strayer, P.E., Town Engineer
Michael Roach, P.E., Project Engineer
Dean Mealy, Purchasing Manager

RESOLUTION NO. 080-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 2017-21 AND APPROVING A CONSTRUCTION CONTRACT TO FERRIERA CONSTRUCTION SOUTHERN DIVISION COMPANY, INC., FOR THE ISLAND ROAD AND IBIS WAY BRIDGE IMPROVEMENTS, IN THE AMOUNT OF \$299,986.93, AND ESTABLISHING A CONSTRUCTION PHASE BUDGET OF \$330,000.

* * * * *

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 Bid No. 2017-21 and approves a Construction Contract to Ferriera Construction Southern Division Company, Inc., in the amount of \$299,986.93, for the Island Road and Ibis Way Bridge Improvements, and establishes a construction phase budget of \$330,000.

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 13th day of June 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, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member



TOWN OF PALM BEACH
Bid No. 2017-21
IBIS WAY AND ISLAND ROAD BRIDGE
IMPROVEMENTS
TABULATION
Due: 4/26/17 @ 2 p.m.

Vendor:		Ferreira Construction Southern Division Co., Inc.		GDB US Constructors Inc.		Interstate Construction, LLC.		Kiewit Infrastructure South Co.	
Address:		100 SE Salerno Road Stuart, FL 34997		2509 Little Country Road Parrish, FL 34219		19620 Pines Blvd., Suite 110 Pembroke Pines, FL 33029		1580 Sawgrass Corp Pkwy, Ste 300 Sunrise, FL 33323	
Telephone:		772-286-5123		954-270-7422		754-208-2525		954-835-2228	
Fax:		772-286-5139		954-933-2410		754-200-2925		954-835-2335	
Contact:		John Ciabattari		Thomas Steier		Gustavo H. Graupera		Rick Cummings	
E-mail:									
Item No.	Description	Qty	Unit	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total
1A	Mobilization/Demobilization	1	LS	\$ 45,800.00	\$ 45,800.00	\$ 77,000.00	\$ 77,000.00	\$ 80,000.00	\$ 80,000.00
1B	Bonds and Insurance	1	LS	\$ 2,600.00	\$ 2,600.00	\$ 8,600.00	\$ 8,600.00	\$ 14,664.00	\$ 14,664.00
2	Concrete Crack Repair	135	LF	\$ 92.09	\$ 12,432.15	\$ 140.00	\$ 18,900.00	\$ 215.00	\$ 29,025.00
3A	Concrete Spall and Delamination Repair	157	CF	\$ 455.38	\$ 71,494.66	\$ 340.00	\$ 53,380.00	\$ 600.00	\$ 94,200.00
3B	Concrete Spall and Delamination at old Guardrail location	2	CF	\$ 2,727.21	\$ 5,454.42	\$ 360.00	\$ 720.00	\$ 500.00	\$ 1,000.00
4A	Concrete Spall and Reinforcement Repair	3	CF	\$ 2,068.65	\$ 6,205.95	\$ 410.00	\$ 1,230.00	\$ 750.00	\$ 2,250.00
4B	Bridge Deck Repair	135	SF	\$ 166.99	\$ 22,543.65	\$ 260.00	\$ 35,100.00	\$ 500.00	\$ 67,500.00
4C	Anchor Bolt and Deck Repair	20	SF	\$ 389.03	\$ 7,780.60	\$ 300.00	\$ 6,000.00	\$ 1,050.00	\$ 21,000.00
5	Pipe Hanger Repair	0*	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	Reconnect Existing Conduit	8	EA	\$ 87.42	\$ 699.36	\$ 420.00	\$ 3,360.00	\$ 100.00	\$ 800.00
7A	Pavement Markings (Island Road)	1	LS	\$ 2,800.00	\$ 2,800.00	\$ 3,200.00	\$ 3,200.00	\$ 5,000.00	\$ 5,000.00
7B	Pavement Markings (Ibis Way)	1	LS	\$ -	\$ -	\$ 800.00	\$ 800.00	\$ 1.00	\$ 1.00
8	Asphalt Mill and Overlay	2400	SF	\$ 5.97	\$ 14,328.00	\$ 10.00	\$ 24,000.00	\$ 15.00	\$ 36,000.00
9	Anchor Bolt Repair	66	EA	\$ 137.43	\$ 9,070.38	\$ 280.00	\$ 18,480.00	\$ 250.00	\$ 16,500.00
10	Object Marker Installation	8	EA	\$ 82.97	\$ 663.76	\$ 600.00	\$ 4,800.00	\$ 100.00	\$ 800.00
11	Hairline Crack Coating	10	GAL	\$ 1,034.00	\$ 10,340.00	\$ 440.00	\$ 4,400.00	\$ 250.00	\$ 2,500.00
12	Corrosion Inhibitor Application	1	LS	\$ 30,348.00	\$ 30,348.00	\$ 8,400.00	\$ 8,400.00	\$ 5,600.00	\$ 5,600.00
13	Top Slab Surface Repair	1200	SF	\$ 11.83	\$ 14,196.00	\$ 34.00	\$ 40,800.00	\$ 3.00	\$ 3,600.00
14	Exterior Bridge Refinishing (Island Road)	1	LS	\$ 33,230.00	\$ 33,230.00	\$ 21,000.00	\$ 21,000.00	\$ 7,500.00	\$ 7,500.00
15	General Contingency	Allowance		\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
TOTAL				\$	299,986.93	\$	340,170.00	\$	397,940.00
Estimated time to start work (days)				20	15	14		21	
Estimated time to complete (days)				60	80	90		94	

Opened by: John Cmar
Witnessed by: Duke Basha

Apparent Awardee



TOWN OF PALM BEACH
Bid No. 2017-21
IBIS WAY AND ISLAND ROAD BRIDGE
IMPROVEMENTS
TABULATION
 Due: 4/26/17 @ 2 p.m.

Item No.		Description	Qty	Unit	Vendor:		Southern Road & Bridge, LLC		Zep Construction, Inc.	
					Address:	Lambert Bros. Inc.	Price per Unit	Total	Price per Unit	Total
1A		Mobilization/Demobilization	1	LS		5501 Powerline Rd. Ft. Lauderdale, FL 33309	\$ 71,000.00	\$ 71,000.00	\$ 216,000.00	\$ 216,000.00
1B		Bonds and Insurance	1	LS			\$ 37,500.00	\$ 37,500.00	\$ 14,650.00	\$ 14,650.00
2		Concrete Crack Repair	135	LF		954-491-9380	\$ 43.00	\$ 5,805.00	\$ 255.00	\$ 34,425.00
3A		Concrete Spall and Delamination Repair	157	CF		954-491-9425	\$ 700.00	\$ 109,900.00	\$ 1,338.00	\$ 210,066.00
3B		Concrete Spall and Delamination at old Guardrail location	2	CF		Gregg Lambert	\$ 1,250.00	\$ 2,500.00	\$ 19,615.00	\$ 39,230.00
4A		Concrete Spall and Reinforcement Repair	3	CF			\$ 1,600.00	\$ 4,800.00	\$ 7,053.00	\$ 21,159.00
4B		Bridge Deck Repair	135	SF			\$ 85.00	\$ 11,475.00	\$ 430.00	\$ 58,050.00
4C		Anchor Bolt and Deck Repair	20	SF			\$ 209.00	\$ 4,180.00	\$ 3,278.00	\$ 65,560.00
5		Pipe Hanger Repair	0*	EA			\$ -	\$ -	\$ -	\$ -
6		Reconnect Existing Conduit	8	EA			\$ 245.00	\$ 1,960.00	\$ 360.00	\$ 2,880.00
7A		Pavement Markings (Island Road)	1	LS			\$ 6,100.00	\$ 6,100.00	\$ 4,712.00	\$ 4,712.00
7B		Pavement Markings (Ibis Way)	1	LS			\$ 785.00	\$ 785.00	\$ 1.00	\$ 1.00
8		Asphalt Mill and Overlay	2400	SF			\$ 7.75	\$ 18,600.00	\$ 9.25	\$ 22,200.00
9		Anchor Bolt Repair	66	EA			\$ 335.00	\$ 22,110.00	\$ 432.00	\$ 28,512.00
10		Object Marker Installation	8	EA			\$ 340.00	\$ 2,720.00	\$ 500.00	\$ 4,000.00
11		Hairline Crack Coating	10	GAL			\$ 238.00	\$ 2,380.00	\$ 870.00	\$ 8,700.00
12		Corrosion Inhibitor Application	1	LS			\$ 14,750.00	\$ 14,750.00	\$ 20,995.00	\$ 20,995.00
13		Top Slab Surface Repair	1200	SF			\$ 12.00	\$ 14,400.00	\$ 12.00	\$ 14,400.00
14		Exterior Bridge Refinishing (Island Road)	1	LS			\$ 6,500.00	\$ 6,500.00	\$ 17,500.00	\$ 17,500.00
15		General Contingency	Allowance				\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
TOTAL							\$	347,465.00	\$	793,040.00
Estimated time to start work (days)							15	10	20	
Estimated time to complete (days)							90	120	96	

Opened by: John Cmar
 Witnessed by: Duke Basha

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda

Resolutions

Agenda Title

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.

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated May 23, 2017, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 081-2017**
- ▣ **Kimley-Horn Proposal**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 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 a Purchase Order for Construction Phase Engineering Services for the Island Road and Ibis Way Bridge Improvements
Resolution No. 081-2017

DATE: May 23, 2017

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 081-2017 approving a purchase order for Construction Phase Engineering Services to Kimley-Horn and Associates (KHA), for the Island Road and Ibis Way Bridge Improvements, in the amount of \$31,370 and establishing an Engineering Services Budget of \$35,000, including contingency.

GENERAL INFORMATION

The purpose of the work is to restore and repair deteriorated and damaged elements of the Island Road and Ibis Way Bridges identified by KHA in conjunction with the Florida Department of Transportation (FDOT) bridge inspection reports that are performed every two (2) years. The last significant repairs to the bridges were performed the summer of 2008 as per inspections and recommendations.

The Construction Phase Engineering Services will include plan updates, shop drawing reviews, site visits, maintaining daily reports, progress photos, scheduling, conducting meetings, preparing meeting minutes, and assisting Town staff with on-site observations, inspections, etc.

We have negotiated a Construction Phase Engineering Service contract with KHA in the amount of \$31,370. Staff recommends a Construction Phase Engineering Service contingency of ten percent (10%), resulting in a total budget of \$35,000

FUNDING/FISCAL IMPACT

Funding for the Island Road and Ibis Way Bridge Improvements construction phases will be funded from the Town's Pay-As-You-Go 307 funds.

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
Patricia Strayer, P.E., Town Engineer
Michael Roach, P.E. Project Engineer
Dean Mealy, Purchasing Manager

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.

* * * * *

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 for Kimley-Horn & Associates, Inc., in an amount of \$31,370 for Construction Phase Engineering Services for the Island Road and Ibis Way Bridge Improvements project, and establishes a construction phase budget of \$35,000.

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 Town Council of the Town of Palm Beach this 13th day of June 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, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member



April 25, 2017

Mr. Mike Roach, P.E.
Town of Palm Beach
951 Old Okeechobee Road
Suite A
West Palm Beach, FL 33401

RE: *Construction Phase Services Proposal – Island Road and Ibis Way Bridge Repairs*

Dear Mike,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "CONSULTANT") is pleased to submit this proposal to The Town of Palm Beach ("TOWN" or "CLIENT") for providing professional engineering services during the construction phase of the Island Road and Ibis Way Bridge Repairs in the Town of Palm Beach. Our project understanding, scope of services, and fee follows.

Project Understanding

In 2012, Kimley-Horn began construction documents for the repair and rehabilitation of the Island Road and Ibis Way Bridges in the Town of Palm Beach. These plans were updated in 2016 and finalized in 2017. The Town of Palm Beach is currently bidding the construction of the project. Kimley-Horn has been requested by the Town to provide construction phase services for the proposed bridge repairs. The project is expected to begin in June of 2017 and is expected to achieve final completion by September 2017.

Scope of Services

Construction Phase Services

Kimley-Horn will provide construction phase services as specifically stated below:

Pre-Construction Services. We will perform the following services prior to commencement of Work at the Site.

- We will attend a Pre-Construction Conference prior to commencement of Work at the Site.

Progress Meetings. Kimley-Horn will attend up to seven (7) bi-weekly progress meetings during the anticipated 13-week project construction duration.

Visits to Site and Observation of Construction. Kimley-Horn will provide on-site construction observation services during the construction phase. Kimley-Horn will periodically visit the site during the expected 13-week construction duration in order to observe the progress of the Work (up to 32 total site visits). Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Kimley-

Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep the Town informed of the general progress of the Work.

The purpose of our site visits will be to enable us to better carry out the duties and responsibilities specifically assigned in this Agreement to Kimley-Horn, and to provide the Town a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Kimley-Horn shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall we have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Clarifications and Interpretations. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the Town.

Change Orders. Kimley-Horn may recommend Change Orders to the Town, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. We anticipate that up to 3 submittals will be required for review.

Substitutes and "or-equal." Kimley-Horn will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

Inspections and Tests. Kimley-Horn may require special inspections or tests of Contractor's work as Kimley-Horn deems appropriate, and may receive and review certificates of inspections within Kimley-Horn's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents.

Kimley-Horn's review of such items will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of

the Contract Documents. Kimley-Horn shall be entitled to rely on the results of such tests and the facts being certified.

Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, Kimley-Horn will determine the amounts that Kimley-Horn recommends the Contractor be paid. It is anticipated that four (4) applications for payment will be reviewed. Such recommendations of payment will be in writing and will constitute Kimley-Horn's representation to the Town, based on such observations and review, that, to the best of Kimley-Horn's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Kimley-Horn's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, Kimley-Horn shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Kimley-Horn in this Agreement. It will also not impose responsibility on Kimley-Horn to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to the Town free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between the Town and Contractor that might affect the amount that should be paid.

Recommendations with Respect to Defective Work. Kimley-Horn will recommend to the Town that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Kimley-Horn believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Substantial Completion. Kimley-Horn will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with the Town and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the Town, Kimley-Horn considers the Work substantially complete; Kimley-Horn will notify the Town and Contractor.

Final Notice of Acceptability of the Work. Kimley-Horn will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn will also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn upon which it is entitled to rely. We will review and provide comments on the operation and maintenance manuals and project record drawings submitted by the contractor.

Limitation of Responsibilities. Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope you request, will be considered additional services. These services will be performed based on proposals approved by the Town prior to the performance of those requested additional services. Additional services we can provide include, but are not limited to, the following:

- Construction phase services including site visits, progress meeting attendance, pay application review, etc. for construction durations that extend past those assumed in this proposal
- Surveying and Mapping, Construction Layout
- Record Drawing data collection and development
- Field Engineering
- Off-site improvements.

Information Provided By the Town

We shall be entitled to rely upon the accuracy of information provided by others in the performance of professional services. It is anticipated that the following items will need to be provided to Kimley-Horn by the Town during the project.

- Access to the site, including below-deck access below the bridge deck on a work barge or boat provided and maintained by the Contractor.

Schedule

We will provide our services as expeditiously as practical to meet a mutually agreed upon schedule.

Fee and Billing

Kimley-Horn will perform the services described in this Scope of Services on an hourly basis in accordance with our Contract with the Town. It is recommended that a budget of \$31,730 be established for this work.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc, which are incorporated by reference. As used in the Agreement, the term "CONSULTANT" shall refer to Kimley-Horn and Associates, Inc., and the term "TOWN" or "CLIENT" shall refer to The Town of Palm Beach. We appreciate the opportunity to propose these services to you.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Kevin Schanen, P.E.
Vice President

Attachment

K:\WPB_Civil\044063098\MIS\2017 Construction\FINAL SENT TO TOWN\Island Road and Ibis Way Bridge - Construction Phase Services.docx

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda Resolutions

Agenda Title

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

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated May 23, 2017, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 082-2017**
- ▣ **Renewal Letter**
- ▣ **Bid Tab Sheets**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 2017

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

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

RE: Authorize a Contract Extension for Street Light and Sign Post Painting
Resolution No. 082-2017

DATE: May 23, 2017

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 082-2017, authorizing a contract extension to Roof Painting by Hartzell (Bid No. 2015-25), for street light and sign post painting services in an amount not-to-exceed \$38,000, and establish an overall budget of \$41,800.

GENERAL INFORMATION

The Town has over 950 decorative street lights and sign posts located throughout the Town. Most street lights and posts are constructed of either aluminum or fiberglass. Due to their various locations and different types of construction, they are required to be repainted at different intervals to maintain an acceptable appearance. All posts and lights are inspected on an annual basis by Town staff and, those that require painting, are placed on the annual maintenance street light painting program. Most lights and poles on the 100 blocks require bi-annual painting while others only require painting every four (4) years. The repainting process requires removal and patching of blemishes, scratches, and chipped paint. After this process, they are repainted with the manufacturer's recommended high durability paint.

On April 29, 2015, the Town conducted a bid to provide these painting services. On July 8, 2015, Roof Painting by Hartzell was awarded the contract and has performed satisfactorily. The contract provides for the option of four (4) twelve (12) month renewals with all original terms, conditions, and pricing. This is the second (2nd) renewal of the contract. The cost to paint every Town owned street light and pole is \$100,646 but the annual cost will vary depending on the number of street lights and posts to be painted. The cost to paint this year's group is estimated to be \$38,000. Staff will return to Council annually to renew this contract based on funding and actual painting requirements. Staff recommends a ten percent (10%) contingency for unforeseen work.

FUNDING/FISCAL IMPACT

There are sufficient funds on the FY17 Public Works budget to perform 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: Eric B. Brown, P.E., Assistant Director of Public Works
Brett Madison, Facilities Division Manager
Dean Mealy, Purchasing Manager

RESOLUTION NO. 082-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR A CONTRACT EXTENSION FOR STREET LIGHT AND SIGN POST PAINTING TO ROOF PAINTING BY HARTZELL, IN AN AMOUNT NOT-TO-EXCEED \$38,000 FOR STREET LIGHT AND SIGN POST PAINTING, AND ESTABLISHING A PROJECT BUDGET OF \$41,800.

* * * * *

WHEREAS, a contract was awarded on July 8, 2015, to Roof Painting by Hartzell to provide street light and sign pole painting services to the Town of Palm Beach, a copy of which is on file with the Purchasing Division of the Town of Palm Beach; and

WHEREAS, vendor has agreed to an extension of the terms and conditions of said contract, which is on file with the Purchasing Division of the Town of Palm Beach; and

WHEREAS, Roof Painting by Hartzell has provided acceptable service under that contract; and

WHEREAS, that contract allows for four (4) twelve (12) month extensions.

NOW, 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 authorizes a contract extension to Roof Painting by Hartzell, in an amount not-to-exceed \$38,000 for street light and sign pole painting, and establishes a project budget of \$41,800.

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 13th day of June 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, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member



TOWN OF PALM BEACH

PURCHASING DIVISION

May 22, 2017

Roof Painting by Hartzell
2301 NW 33rd Court
Pompano Beach, FL 33069
Fax – 954-957-9766
Email – mgoodwin@myhartzell.com
Attn: Mike Goodwin

Ref: Bid No. 2015-25 – Street Light Painting
Year 3 of Contract – 2nd Renewal
BID 2015B

Dear Mr. Goodwin:

As specified in the referenced bid document, we have the option to renew the existing contract for another one year period if it is mutually agreeable to all parties.

Our current contract expires on **08/15/2017**. Please advise by signature below, if a one year extension of our current contract at same terms, conditions, specifications and pricing stated in your submittal to Bid No. 2015-25 would be acceptable.

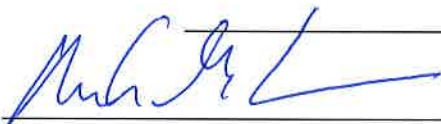
Please, complete and return this form to the Purchasing Division by no later than 2:00 PM May 25, 2017. Your response may be emailed to sshea@townofpalmbeach.com or faxed to 561-835-4688.

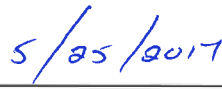
Sincerely,

Sandy Shea
Public Works Buyer

☒ I hereby agree to a one year extension of the subject bid.

☐ I do not approve a one year extension of the subject bid for the following reasons:


SIGNATURE


DATE


NAME (PRINT)





TOWN OF PALM BEACH
BID No. 2015-25
ANNUAL STREET LIGHT
PAINTING PROGRAM
BASE BID TABULATION

Vendor:
Address:
Telephone:
Fax:
Contact:

Copper Stone Construction & Design Corp.	Harold Cummins Painting, Inc.	Grizzly General Contractor Corp.	One Call Property Services, Inc.
4839 Badger Rd. West Palm Beach, FL 33417 561-697-8638 (none) Al Lopez	17550 2nd Street E Redington Shores, FL 33708 727-388-2700 727-202-6681 Scott Weber	8410 NW 93rd Street Medley, FL 33166 305-888-2196 305-888-2197 Alain J. Belanger	7804 SW Ellipse Way Stuart, FL 34997 772-324-1146 772-409-8620 Brent Martin
Price per Unit	Price per Unit	Price per Unit	Price per Unit
Total	Total	Total	Total

BASE BID (Paint as Specified by Town)

Line	Description	Qty	Unit	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total
1	Type 1 – Light Standard with Arm and Hub, Cast Iron (16' pole)	105	Each	\$ 290.00	\$ 30,450.00	\$ 94.15	\$ 9,885.75	\$ -	\$ -	\$ 500.00	\$ 52,500.00
2	Type 2A – Light Standard without Arm (Globe Type); Small Fiberglass (12' pole)	120	Each	\$ 270.00	\$ 32,400.00	\$ 64.96	\$ 7,795.20	\$ -	\$ -	\$ 380.00	\$ 45,600.00
3	Type 2B – Light Standard without Arm (Globe Type); Medium Fiberglass (14' pole)	16	Each	\$ 280.00	\$ 4,480.00	\$ 79.66	\$ 1,274.56	\$ -	\$ -	\$ 440.00	\$ 7,040.00
4	Type 2C – Light Standard without Arm (Globe Type); Large Aluminum or Fiberglass (16' pole)	305	Each	\$ 290.00	\$ 88,450.00	\$ 88.52	\$ 26,998.60	\$ -	\$ -	\$ 500.00	\$ 152,500.00
5	Type 3A – Light Standard with Arm and Large Ornamental; Aluminum (25' pole)	43	Each	\$ 350.00	\$ 15,050.00	\$ 159.25	\$ 6,847.75	\$ -	\$ -	\$ 800.00	\$ 34,400.00
6	Type 3B – Light Standard with Arm and Ornamental (Witch's Hat); Aluminum (20' pole)	61	Each	\$ 300.00	\$ 18,300.00	\$ 130.40	\$ 7,954.40	\$ -	\$ -	\$ 600.00	\$ 36,600.00
7	Type 3C – Light Standard with Arm and Lantern; Aluminum (16' pole)	98	Each	\$ 290.00	\$ 28,420.00	\$ 107.84	\$ 10,568.32	\$ -	\$ -	\$ 575.00	\$ 56,350.00
8	Type 3D – Light Standard with Arm and Ornamental; Aluminum (20' pole)	51	Each	\$ 300.00	\$ 15,300.00	\$ 129.80	\$ 6,619.80	\$ -	\$ -	\$ 675.00	\$ 34,425.00
9	Type 5 – Sign Standard; Aluminum (12' pole)	66	Each	\$ 270.00	\$ 17,820.00	\$ 69.24	\$ 4,569.84	\$ -	\$ -	\$ 380.00	\$ 25,080.00
10	Type 6 – Light Standard with Arm and Ornamental; Aluminum (30' pole)	34	Each	\$ 390.00	\$ 13,260.00	\$ 215.32	\$ 7,320.88	\$ -	\$ -	\$ 975.00	\$ 33,150.00
Total				\$	263,930.00	\$	89,835.10	\$	-	\$	477,645.00

Bid Opened on April 29, 2015 at 2:00 PM

Did not submit Revised Proposal Page 18 Rev, but did submit all required information and acknowledged addendum (minor irregularity)	Did not submit Item pricing; did not submit on requested Town Form; did not acknowledge addendum; quote submitted shows \$45,000 (\$150.00 per pole for 300 poles)	Did not submit Revised Proposal Pages per Addendum No.1
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Opened by: John Cmar
 Witnessed by: Angel Lopez

LOWEST BASE BID
NON-RESPONSIVE



TOWN OF PALM BEACH
BID No. 2015-25
ANNUAL STREET LIGHT
PAINTING PROGRAM
BASE BID TABULATION

		Vendor:		Roof Painting by Hartzell		Shamrock Restoration Services Inc.	
Address:		2301 NW 33rd Court, Suite 112		27091 Osage Street		Brooksville, FL 34601	
Telephone:		954-658-0515		813-505-7839			
Fax:		954-957-9766		352-754-7282			
Contact:		Mike Goodwin		Michael Reynolds			
Line	Description	Qty	Unit	Price per Unit	Total	Price per Unit	Total
BASE BID (Paint as Specified by Town)							
1	Type 1 – Light Standard with Arm and Hub; Cast Iron (16' pole)	105	Each	\$ 108.00	\$ 11,340.00	\$ 128.00	\$ 13,440.00
2	Type 2A – Light Standard without Arm (Globe Type); Small Fiberglass (12' pole)	120	Each	\$ 81.00	\$ 9,720.00	\$ 99.00	\$ 11,880.00
3	Type 2B – Light Standard without Arm (Globe Type); Medium Fiberglass (14' pole)	16	Each	\$ 94.00	\$ 1,504.00	\$ 116.00	\$ 1,856.00
4	Type 2C – Light Standard without Arm (Globe Type); Large Aluminum or Fiberglass (16' pole)	305	Each	\$ 108.00	\$ 32,940.00	\$ 133.00	\$ 40,565.00
5	Type 3A – Light Standard with Arm and Large Ornamental; Aluminum (25' pole)	43	Each	\$ 168.00	\$ 7,224.00	\$ 233.00	\$ 10,019.00
6	Type 3B – Light Standard with Arm and Ornamental (Witch's Hat); Aluminum (20' pole)	61	Each	\$ 135.00	\$ 8,235.00	\$ 191.00	\$ 11,651.00
7	Type 3C – Light Standard with Arm and Lantern; Aluminum (16' pole)	98	Each	\$ 108.00	\$ 10,584.00	\$ 158.00	\$ 15,484.00
8	Type 3D – Light Standard with Arm and Ornamental; Aluminum (20' pole)	51	Each	\$ 135.00	\$ 6,885.00	\$ 191.00	\$ 9,741.00
9	Type 5 – Sign Standard; Aluminum (12' pole)	66	Each	\$ 81.00	\$ 5,346.00	\$ 99.00	\$ 6,534.00
10	Type 6 – Light Standard with Arm and Ornamental; Aluminum (30' pole)	34	Each	\$ 202.00	\$ 6,868.00	\$ 291.00	\$ 9,894.00
Total				\$	100,646.00	\$	131,064.00

Bid Opened on April 29, 2015 at 2:00 PM

Opened by: John Cmar
 Witnessed by: Angel Lopez

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda

Resolutions

Agenda Title

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.

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated May 23, 2017, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 083-2017**
- ▣ **Renewal Letter**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 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 Contract Renewal for First Pass, Cut and Toss Services
RFP No. 2016-04
Resolution No. 083-2017

DATE: May 23, 2017

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 083-2017 to re-ratify the contract award RFP No. 2016-04, and approve First Pass, Cut and Toss services contract renewal to Bergeron Emergency Services, Inc., and authorizing the Town Manager to execute those contracts when approved by the Town Attorney.

GENERAL INFORMATION

The current disaster debris removal and disposal services contracts are expiring on July 5, 2017 with Bergeron Emergency Services. Renewal letters were sent and received back by the Purchasing Department, signed by the representative acknowledging the desire to renew the contract per the terms and conditions to include a CPI increase.

Entering into a contract with these contractors does not obligate the Town to authorize any work with the contractor, since the contract is based on “standby” requirements to be used in the event of a natural disaster or emergency declaration as needed.

FUNDING/FISCAL IMPACT

Fiscal impact is unknown and is dependent on the magnitude of the disaster or emergency circumstances. Funding for any tasks issued under these contracts would be the subject of a future Town Council approval. If no tasks are issued, then no monies would be expended.

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
Eric Brown, P.E., Assistant Director of Public Works
Chester Purves, Services Division Manager
Dean Mealy, Purchasing Manager

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.

* * * * *

WHEREAS, the Town Council of the Town of Palm Beach wishes to be prepared and, in a state of readiness, should it become necessary due to environmental circumstances to engage in large scale debris management specific to First Pass, Cut and Toss Services; and

WHEREAS, in order to accomplish this state of readiness, the Town Council acknowledges that having a contract with a qualified contractor will enhance the Town's ability to respond to such circumstances.

WHEREAS, a contract was awarded on July 5, 2016, to Bergeron Emergency Services to provide first pass, cut and toss services to the Town of Palm Beach, a copy of which is on file with the Purchasing Division of the Town of Palm Beach; and

WHEREAS, that contract allows for four (4) twelve (12) month extensions; and

WHEREAS, vendor has agreed to a one (1) year extension of the terms and conditions of said contract, which is on file with the Purchasing Division of the Town of Palm Beach.

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The foregoing contract is hereby renewed for a one (1) year period commencing on July 5, 2017 and ending July 4, 2018.

Section 2. The Town Manager is hereby authorized to execute this first contract extension on behalf of the Town of Palm Beach for these 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 the Town Council of the Town of Palm Beach assembled this 13th day of June 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

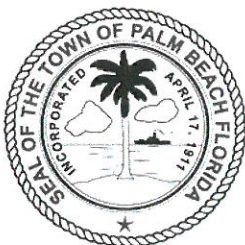
Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Susan A. Owens, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member



TOWN OF PALM BEACH

PURCHASING DIVISION

May 22, 2017

Bergeron Emergency Services, Inc.
Attn: Brian Thomason
19612 SW 69th Place
Ft. Lauderdale, FL 33332
bthomason@bergeroninc.com

Subject: RFP No. 2016-04 – Disaster Debris Services – First-Pass, Cut and Toss
Year 2 of Contract – 1ST Renewal
RFP 2016-04A

Dear Mr. Thomason:

As specified in the referenced bid document, we have an option to renew the existing contract for another one year period if it is mutually agreeable to all parties.

Our current contract expires on **July 5, 2017**. Please advise by signature below, if a one-year extension of our current contract at same terms, conditions, specifications and pricing stated in your submittal to **RFP 2016-04** would be acceptable.

Please, complete and return this form to the Purchasing Division by no later than **2:00 PM on May 25, 2017**. Your response may be emailed to sshea@townofpalmbeach.com or faxed to 561-835-4688.

Sincerely,

Sandy Shea

Sandy Shea
Buyer, Public Works

 X I hereby agree to a one year extension of the subject bid.

 I do not approve a one year extension of the subject bid for the following reasons:


SIGNATURE

5/23/2017
DATE

Brian L. Thomason
NAME (PRINT)



TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda

Resolutions

Agenda Title

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.

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated May 23, 2017, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 084-2017**
- ▣ **Resolution No. 098-2017**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 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 Contract Renewal for Disaster Debris Removal and Disposal Services
RFP No. 2016-03
Resolution No. 084-2017 – Ash Britt and Phillips & Jordon, Inc.
Resolution No. 098-2017 – Bergeron Emergency Services, Inc.

DATE: May 23, 2017

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 084-2017 and Resolution No. 098-2017 to re-ratify the contract award RFP No. 2016-03, and approve a disaster debris removal and disposal services contract renewal to Ash Britt Inc., and Phillips & Jordan, Inc., and Bergeron Emergency Services, Inc., and authorizing the Town Manager to execute those contracts when approved by the Town Attorney.

GENERAL INFORMATION

The current disaster debris removal and disposal services contracts are expiring on June 23, 2017 with Ash Britt, and Phillips & Jordan, Inc. The contract with Bergeron Emergency Services expires on July 7, 2017. Renewal letters were sent, and received back by the Purchasing Department and signed by the representatives acknowledging the desire to renew the contract per the terms and conditions to include a CPI increase.

Entering into a contract with these contractors does not obligate the Town to authorize any work with the contractor, since the contract is based on “standby” requirements to be used in the event of a natural disaster or emergency declaration as needed.

FUNDING/FISCAL IMPACT

Fiscal impact is unknown and is dependent on the magnitude of the disaster or emergency circumstances. Funding for any tasks issued under these contracts would be the subject of a future Town Council approval. If no tasks are issued, then no monies would be expended.

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
Eric Brown, P.E., Assistant Director of Public Works
Chester Purves, Services Division Manager
Dean Mealy, Purchasing Manager

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.

* * * * *

WHEREAS, the Town Council of the Town of Palm Beach wishes to be prepared and, in a state of readiness, should it become necessary due to environmental circumstances to engage in large scale debris management specific to disaster debris removal and disposal services; and

WHEREAS, in order to accomplish this state of readiness, the Town Council acknowledges that having a contract with a qualified contractor will enhance the Town's ability to respond to such circumstances.

WHEREAS, a contract was awarded on June 23, 2016 to Ash Britt Inc., and Phillips & Jordan, Inc., to provide disaster debris removal and disposal services to the Town of Palm Beach, a copy of which is on file with the Purchasing Division of the Town of Palm Beach; and

WHEREAS, vendor has agreed to an extension of the terms and conditions of said contract, which is on file with the Purchasing Division of the Town of Palm Beach; and

WHEREAS, that contract allows for four (4) twelve (12) month extensions.

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The foregoing contracts are hereby re-ratified and confirmed.

Section 2. The Town Manager is hereby authorized to execute these first contract renewals on behalf of the Town of Palm Beach for these 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 the Town Council of the Town of Palm Beach assembled this 13th day of June, 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, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member

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.

* * * * *

WHEREAS, the Town Council of the Town of Palm Beach wishes to be prepared and, in a state of readiness, should it become necessary due to environmental circumstances to engage in large scale debris management specific to disaster debris removal and disposal services; and

WHEREAS, in order to accomplish this state of readiness, the Town Council acknowledges that having a contract with a qualified contractor will enhance the Town's ability to respond to such circumstances.

WHEREAS, a contract was awarded on July 7, 2016, to Bergeron Emergency Services to provide disaster debris removal and disposal services to the Town of Palm Beach, a copy of which is on file with the Purchasing Division of the Town of Palm Beach; and

WHEREAS, vendor has agreed to an extension of the terms and conditions of said contract, which is on file with the Purchasing Division of the Town of Palm Beach; and

WHEREAS, that contract allows for four (4) twelve (12) month extensions.

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The foregoing contracts are hereby re-ratified and confirmed.

Section 2. The Town Manager is hereby authorized to execute these first contract renewals on behalf of the Town of Palm Beach for these 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 the Town Council of the Town of Palm Beach assembled this 13th day of June, 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, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda Resolutions

Agenda Title

RESOLUTION NO. 085-2017 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 Rostan Solutions, for Debris Monitoring Services, and Authorizing the Town Manager to Execute the Same on Behalf of the Town.

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated May 23, 2017, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 085-2017**
- ▣ **Renewal Letter**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 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 Contract Renewal for Debris Monitoring Services RFP No. 2016-05
Resolution No. 085-2017

DATE: May 23, 2017

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 085-2017 to re-ratify the contract award RFP No. 2016-05, and approve a debris monitoring services contract renewal to Rostan Solutions, and authorizing the Town Manager to execute those contracts when approved by the Town Attorney.

GENERAL INFORMATION

The current debris monitoring services contract is expiring on July 5, 2017 with Rostan Solutions. A renewal letter was sent and received back by the Purchasing Department, signed by the representative acknowledging the desire to renew the contract per the terms and conditions to include a CPI increase.

Entering into a contract with this contractor does not obligate the Town to authorize any work with the contractor, since the contract is based on “standby” requirements to be used in the event of a natural disaster or emergency declaration as needed.

FUNDING/FISCAL IMPACT

Fiscal impact is unknown and is dependent on the magnitude of the disaster or emergency circumstances. Funding for any tasks issued under these contracts would be the subject of a future Town Council approval. If no tasks are issued, then no monies would be expended.

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
Eric Brown, P.E., Assistant Director of Public Works
Chester Purves, Services Division Manager

RESOLUTION NO. 085-2017

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 ROSTAN SOLUTIONS, FOR DEBRIS MONITORING SERVICES, AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME ON BEHALF OF THE TOWN.

* * * * *

WHEREAS, the Town Council of the Town of Palm Beach wishes to be prepared and in a state of readiness should it become necessary due to environmental circumstances to engage in large scale debris management specific to debris monitoring services; and

WHEREAS, in order to accomplish this state of readiness, the Town Council acknowledges that having a contract with a qualified contractor will enhance the Town's ability to respond to such circumstances.

WHEREAS, a contract was awarded on July 5, 2016, to Rostan Solutions to provide debris monitoring services to the Town of Palm Beach, a copy of which is on file with the Purchasing Division of the Town of Palm Beach; and

WHEREAS, that contract allows for four (4) twelve (12) month extensions; and

WHEREAS, vendor has agreed to a one (1) year extension of the terms and conditions of said contract, which is on file with the Purchasing Division of the Town of Palm Beach; and

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The foregoing contract is hereby renewed for a one (1) year period commencing July 5, 2017 and ending July 4, 2018.

Section 2. The Town Manager is hereby authorized to execute this first contract extension on behalf of the Town of Palm Beach for these 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 the Town Council of the Town of Palm Beach assembled this 13 day of June, 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, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member



TOWN OF PALM BEACH

PURCHASING DIVISION

May 22, 2017

Rostan Solutions, LLC
Attn: Sam Rosania
3433 Lithia Pinecrest Rd., Suite 287
Valrico, FL 33596
srosania@rostan.com

Subject: RFP No. 2016-05 – Disaster Debris Monitoring Services
Year 2 of Contract – 1ST Renewal
RFP 2016-05A

Dear Mr. Rosania:

As specified in the referenced bid document, we have an option to renew the existing contract for another one year period if it is mutually agreeable to all parties.

Our current contract expires on **July 5, 2017**. Please advise by signature below, if a one-year extension of our current contract at same terms, conditions, specifications and pricing stated in your submittal to **RFP 2016-05** would be acceptable.

Please, complete and return this form to the Purchasing Division by no later than **2:00 PM on May 25, 2017**. Your response may be emailed to sshea@townofpalmbeach.com or faxed to 561-835-4688.

Sincerely,

Sandy Shea

Sandy Shea
Buyer, Public Works

☒

I hereby agree to a one year extension of the subject bid.

☐

I do not approve a one year extension of the subject bid for the following reasons:



SIGNATURE

May 23, 2017

DATE

SAM ROSANIA

NAME (PRINT)

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda

Resolutions

Agenda Title

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

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

Presenter

ATTACHMENTS:

- ▣ **Memorandum dated May 26, 2017, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 086-2017**
- ▣ **Sun Art Painting Proposal**
- ▣ **Approval Letter**
- ▣ **Master Services Agreement**
- ▣ **Bid**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 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 Piggy Back Contract and Approve a Purchase Order for Exterior Painting of the Police Department
Resolution No. 086-2017

DATE: May 26, 2017

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 086-2017 approving a piggyback contract, and approving a purchase order to Sun Art Painting Corporation, for the exterior painting of the police department building in the amount of \$52,131 and establishing an overall budget of \$62,800.

GENERAL INFORMATION

The exterior of the Police Department facility was scheduled to be painted in the summer of 2015. The first lowest responsive bidder, Shearson Painting, failed to reply. Because of the exterior work required in conjunction with the Police Department's HVAC project at the facility, the project was postponed until the summer of 2017.

During the preparation of the documents for re-bidding this project, Town staff identified a painting vendor, Sun Art Painting Corporation, with a current City of West Palm Beach painting contract that could be utilized. Staff reviewed the vendor's labor, material, and equipment rates and found them to be competitive with current local rates. The vendor agreed to an extension of those rates to the Town and the Town Manager agreed with the recommendation to piggyback this contract.

The painting of the facility includes patching, priming, and painting all masonry, wood, aluminum handrails, and walkways. All damaged wood will be replaced and cracked masonry will be repaired as part of this project. The vendor has quoted a complete cost of \$52,131 for the painting of the facility and the overall budget request for \$62,800, including a 20% contingency to cover any unforeseen circumstances.

FUNDING/FISCAL IMPACT

There are sufficient funds in the FY17 Public Works budget to accomplish this project.

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: Eric B. Brown, P.E., Assistant Director of Public Works
Brett Madison, Facilities Division Manager
Dean Mealy, Purchasing Manager

RESOLUTION NO. 086-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PIGGY BACK CONTRACT FOR EXTERIOR PAINTING OF THE POLICE DEPARTMENT FACILITY TO SUN ART PAINTING CORPORATION, AND APPROVING A PURCHASE ORDER IN AN AMOUNT OF \$52,131, AND ESTABLISHING A BUDGET OF \$62,800.

* * * * *

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 approves a piggy back contract for the exterior painting of the Police Department facility to Sun Art Painting Corporation and authorizes a purchase order of \$52,131, with an overall project budget of \$62,800 for exterior painting of the Police Department facility.

Section 2. The Town Manager is hereby authorized to execute this purchase order 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 within the established budget, 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 13th day of June 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

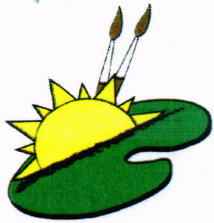
Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Susan A. Owens, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member



Sun Art Painting Corp.

16108 72nd Drive North
Palm Beach Gardens, FL 33418
Phone: (561) 662-0013
Email: info@sunartpainting.com

PROPOSAL # 1023

DATE: 5/26/17

TO: Town of Palm Beach
951 Old Okeechobee Road, Ste. D
West Palm Beach, Fl. 33401

ATTN: Paul Colby

JOB NAME: Preparation and Painting of Police Department Exterior

SPECIFICATIONS:

To provide all labor, materials, equipment needed to prepare, prime and paint The Town of Palm Beach Police Department, per the attached bid document and specifications.

(see attached work pricing sheet per ITB 13-14-127 master Contract for Painting Services)

***Pricing includes 100 LF of wood replacement. In the event there is more than 100', the contractual T&M rates shall apply.**

Total Price.... \$52,131.

This proposal may be withdrawn if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL: The prices, specifications, and conditions of contract below and on the attached page are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance: _____

Signature: _____ "Authorized Accepting Party"

"CONDITIONS OF CONTRACT"

1. ACCESS - Unless otherwise agreed in writing by Contractor, all permit fees and access rights necessary for performance of the work under this contract shall be obtained by the Accepting Party. Contractor shall be given free and complete access to all areas necessary for the performance of the work. If such access is not granted, Contractor shall not be required to proceed with the work and shall be entitled to recover from the Accepting Party its costs incurred, plus reasonable overhead and profit.
2. BONDS - No bonds shall be required unless provided herein in writing. If a bond is required, the cost thereof shall be an extra to this contract in addition to the contract sum.
3. DAMAGED WORK - Accepting Party agrees to assist Contractor in resolving claims for damage to its work caused by others.
4. ADDITIONAL WORK OR UNFORESEEN CONDITIONS - The Contractor shall be reimbursed for additional costs, including overhead and profit, caused by changes ordered in the Work or made necessary by unforeseen conditions including but not limited to labor disputes, fire, unusual delays in transportation, acts by public utilities or public bodies, inspectors, adverse weather conditions, unavoidable casualties, catastrophes, wars, civil disturbances, acts of God, or other causes beyond the Contractor's reasonable control,
5. PAYMENT - Payment for this contract shall be due within 30 days of billing. Where job duration exceeds 30 days, billing shall be on a monthly basis. Contractor shall not be required to continue work if payments have not been received within 30 days of billing, and shall be entitled to recover for all work performed, all expenses incurred, together with reasonable overhead and profit. All bills unpaid after 30 days will be subject to interest at the maximum rate allowed by law. Contractor shall be entitled to recover its costs of collection of any sums not paid when due, including reasonable attorneys' fees, whether or not suit is filed.
6. WARRANTY ~ Unless otherwise agreed by both parties in writing, the sole warranty of the work shall be as follows: if, within one year of the final billing, peeling, blistering, or cracking of the paint applied under this contract occurs due to improper application, Contractor shall correct the defective portions of the paint application, which shall be Accepting Party's sole remedy. This correction is conditioned upon the Accepting Party delivering to Contractor by certified mail within 10 days of first discovery of such conditions, and within one year from the date of final billing, written notification thereof. THIS WARRANTY CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY MADE BY CONTRACTOR AND THERE ARE NO OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED BY THE PARTIES. THIS WARRANTY ALSO CONSTITUTES OWNER'S EXCLUSIVE REMEDY AGAINST CONTRACTOR INCLUDING, FOR ALLEGED NEGLIGENCE OF CONTRACTOR AND OTHERWISE, AND CONTRACTOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LIQUIDATED, DELAY DAMAGES, OR OTHER DAMAGES.
7. INSURANCE AND INDEMNIFICATION ~ Accepting Party shall carry fire, hurricane, tornado, casualty, public liability, and other necessary insurance with limits satisfactory to Contractor, and shall present certificates of insurance satisfactory to Contractor within five days of request. The Accepting Party shall indemnify and hold harmless the Contractor from all claims arising out of activities, facilities or equipment of the Accepting Party or other parties provided that any such claim is caused in whole or in part by any negligent act or omission of the Accepting Party or other parties.
8. STANDARDS - All applicable standards adopted by the Painting and Decorating Contractors of America shall be incorporated into these documents.
9. HAZARDOUS MATERIALS ~ in the event Contractor encounters on the job site lead-based paint or any other material such as, but not limited to, asbestos or polychlorinated biphenyl (PCB) which by law is required to be removed or rendered harmless and about which the Contractor has not been notified in writing prior to entering into its contract with the Accepting Party, the Contractor shall immediately stop work and shall not be responsible for the removal or rendering harmless of such material. The Accepting Party agrees to hold the Contractor harmless as to any liability resulting from such material in the event the Contractor has not been notified as aforesaid. Additional costs including overhead and profit, incurred by these conditions shall be reimbursed to the Contractor.
10. ENTIRE AGREEMENT - This agreement constitutes the entire contract between the parties and no prior, or contemporaneous writings or oral statements shall be of any force or effect, in the event that any provision hereof is determined to be unenforceable, the remaining provisions shall not be affected thereby, and shall remain in full force and effect.
11. CONSTRUCTION INDUSTRIES RECOVERY FUND - Payment may be available from the construction Industries Recovery Fund if you lose money on a project performed under contract, where the loss results from specified violations of Florida law by a state-licensed contractor. For information about the Recovery Fund and filing a claim, contact the Florida Construction Industry Licensing Board at the following telephone number and address: Phone - 904-727-6530, Address: 7960 Arlington Expressway, Suite 300, Jacksonville, FL 32211.

From: [Dean Mealy](#)
To: [Bret Madison](#); [Paul Colby](#); [Sandra Shea](#)
Cc: [Duke Basha](#)
Subject: FW: Request for Piggyback of Contract
Date: Tuesday, May 23, 2017 10:05:10 AM
Importance: High

Please be advised that the piggyback contract for painting City Hall and the Police Department has been approved by the Town Manager.

Dean

From: Tom Bradford
Sent: Tuesday, May 23, 2017 9:54 AM
To: Dean Mealy <dmealy@TownOfPalmBeach.com>
Subject: RE: Request for Piggyback of Contract

Dean:

I approve to piggybacking the below mentioned City of West Palm Beach contract for the below mentioned painting projects. Since the cost exceeds my \$25,000 threshold I assume it may require Town Council approval?

Thomas G. Bradford
Town Manager

Town of Palm Beach
Town Manager's Office
360 S. County Road
Palm Beach, FL 33480
Phone: 561-838-5410
Fax: 561-838-5411
www.townofpalmbeach.com

From: Dean Mealy
Sent: Tuesday, May 23, 2017 8:53 AM
To: Tom Bradford <TBradford@TownofPalmBeach.com>
Cc: Jane Struder <JStruder@TownofPalmBeach.com>; Duke Basha <dbasha@TownOfPalmBeach.com>; Sandra Shea <sshea@townofpalmbeach.com>; Bret Madison <BMadison@TownofPalmBeach.com>
Subject: Request for Piggyback of Contract

Good Morning Mr. Bradford,

The Public Works Department has identified the need for two (2) large painting

projects, Town Hall and the Police Department. The estimated value of this expenditure is anticipated to be approximately \$50,000.00.

Due diligence has revealed that it is in the Town's best interest to utilize a current City of West Palm Beach contract to complete these projects.

The Purchasing Division has reviewed all documents pertaining to the Contract and finds that it is in compliance with Town piggybacking requirements. It is to the Town's advantage to piggyback this Contract because of the savings realized thru economies of scale.

We are hereby requesting your approval to piggyback the aforementioned City of West Palm Beach contract for the above mentioned painting projects. The Public Works Department has indicated that time is of the essence with the projects, as the need is to complete these projects prior to the start of season, therefore, we respectfully request your soonest consideration of this request. Should you require any additional information, or if you require anything further in order to consider this request, please advise and I will provide the information promptly.

Dean Mealy, II
Purchasing Manager

Town of Palm Beach
Purchasing Division
951 Okeechobee Road, Suite 'D'
West Palm Beach, FL 33401
Phone: 561-227-7000
Fax: 561-835-4688
www.townofpalmbeach.com

MEMO

RECEIVED

DEC 17 2014

City of West Palm Beach
Mayor's Office



OFFICE OF THE CITY ATTORNEY

RECEIVED

To: Jeri Muoio, Mayor

From: Samuel A. Thomas, Sr. Asst. City Attorney *SAT*

DEC 17 2014

Date: December 16, 2014

Matter No: 14-15133

CITY OF WEST PALM BEACH
OFFICE OF THE CITY CLERK

Dept. 971 Public Utilities

Re: SunArt Painting; Painting Svcs - Master; Citywide; ITB 13-14-127

Transmitted herewith are original documents which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

To: Office of the City Clerk

The Mayor is authorized to execute the document in accordance with:

Y Procurement Code.
 Commission Approval. Resolution No.
 City Charter

Please take the actions indicated below with respect to these documents:

Y Attest to the execution of the Agreement by the Mayor.
Y Insert the date of execution beneath the Mayor's signature (if not already dated).

Estimated Record Retention Review: February 2025

(Non-construction: 5 years from estimated completion and final payment)

(Construction related: 10 years from estimated completion and final payment)

Please retain one original as a public record and forward the other original to:

Robin Hewitt, Public Utilities

bm



MASTER SERVICES AGREEMENT
[Painting Services]

CITY'S ORIGINAL

Contract No. 15133

Provider Name: Sun Art Painting Corporation
Provider Address: 16108 72nd Drive North
Palm Beach Gardens, FL 33418

Email:eric@sunartpainting.com
Telephone: 561-622-0013
FEI/EIN # 590840905

Services: The Services shall include providing, on an as-needed basis, all labor, material, equipment, tools, supplies, costs and incidentals necessary to perform painting/coating services at various locations within the City as specified in the Scope of Work, Special Terms and the Contractor's Schedule of Bid Items, and subject to and in accordance with the terms, conditions and provisions of this Agreement and exhibits hereto and the ITB ("Contract Documents"). All work shall be in performed accordance with the product manufacturer's technical specifications. The City reserves the right to utilize developed specifications for the work.

☒ A detailed description of the Services is attached as **Exhibit A**. If a quote/proposal is attached, only new or additional terms which are identified above are included in this Agreement. Terms of the quote not addressed in this Agreement are not made part of this Agreement. In the event of a conflict, this Agreement controls.

City Procurement ITB No. No.13-14-127

☒ Provider's Proposal/quote is attached as **Exhibit B**.

Special Terms:

1. The City reserves the right to purchase materials directly and contractor will receive no payment for any costs, overhead, or profit from materials purchased directly by the City.
2. All Materials (primers, sealers, paints, and finishes) shall be reimbursed at cost plus the percentage markup specified in Provider's Bid Item 3. Contractor will be required to provide the City with actual invoices or quotes for all materials.
3. A Public Construction Bond is not required under this contract.

☐ Additional Special Terms are attached as Exhibit.

Location of Services: Various locations within the City of West Palm Beach

Equipment /Systems Involved: Standard equipment and tools of the trade to perform the work including, but not limited to, paint brushes, scratch brushes, paint rollers, paper, tape, sandpaper, grinders, 30 foot or smaller ladders, spray equipment, pressure washers, all hand tools, personal safety gear and expendables .

Work Orders: Services will be requested by City via work order. Work orders will be issued by City on an as-needed basis. Each work order will detail the specific scope of work, schedule for completion and compensation based on the unit prices contained in this Agreement. No work is authorized until a work order is

15133

FORM MASTER SVS 050713
TC Meeting 06-13-17

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12/17/2014 05:02:11 pm

fully executed by the City. Any amendment to a work order is not effective and not authorized until such amendment is fully executed by the City. All terms and conditions of this Agreement will be applicable to each Work Order. Upon completion of Work Order task, the Provider will submit an individual invoice, a copy of the Work Order and the appropriate completed Small Business participation form. No minimum quantity of work orders nor minimum amount of compensation is guaranteed under this Agreement. No Work Order may be issued for Services to be completed after the expiration of this Agreement. The form of City's work order is attached to this Agreement as **Exhibit C**.

Contractor acknowledges that failure to complete the Work under each work order by the indicated time of completion will result in substantial damages to the City, the amount of which is difficult, if not impossible, to ascertain as of the date of the bid and contract. If Contractor shall fail to complete the work under any work order within the time allotted, Contractor agrees to pay City \$100.00 per calendar day for each and every day the time of completion exceeds the time allowed for that purposed. City shall and may deduct and retain the amount of such **liquidated damages** out of any money which may be due under the Contract.

Work Order Completion: Work Orders shall be completed within the time indicated for each Work Order.

Fee; Unit Prices: The Fee for each individual work order shall be specified in the work order and shall be based on the unit prices shown in **Exhibit B**.

Small Business Goal: 15% - aggregate of all work orders

Accounts Payable Information: If "Remit To" address differs from Provider address above, provide

Remit To Address:

THIS AGREEMENT ("Agreement") is made by and between the **PROVIDER** identified above and the **City of West Palm Beach** ("City"), 401 Clematis Street, West Palm Beach, FL 33401,

In consideration of the covenants and conditions set forth in this Agreement, the Provider and City agree as follows:

1. **Services.** City will issue Work Orders for Services under this Master Agreement. Provider shall provide all equipment, materials and labor necessary to provide the services described above, and in more detail in each Work Order (the "Services"). Provider shall render the Services in a diligent, careful and thorough manner consistent with good business practice. Time shall be of the essence with respect to all matters set forth in this Agreement. The Services shall be completed, to the City's satisfaction, in accordance with the time frames established in each Work Order.

2. **Fee.** The City shall pay Provider, for Services completed satisfactorily, the Fee indicated on each Work Order, based on the unit prices under this Agreement (the "Fee"). The Fee shall be the sole compensation paid to Provider in connection with the rendition of the Services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Provider. The Fee established in each duly executed Work Order shall be the only basis for payment to Provider by the City.

3. **Invoices.** Invoices must identify the PO number and shall be submitted to:

West Palm Beach Finance Department

Attn: Accounts Payable

P.O. Box 3366

West Palm Beach, FL 33402-3366.

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service.

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FORM MASTER SVS 050713

TC Meeting 06-13-17

Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. **Provider shall provide W-9 to City with first invoice.**

4. Payment. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Provider, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Provider of liability for the defective, faulty or incomplete rendition of the Services.

5. Term. This Agreement shall remain in effect for three (3) years from the date of execution of this Agreement by the City. The City shall execute this Agreement last. This Agreement may be extended for two (2) additional terms of one (1) year each; provided a written Amendment to this Agreement is executed by the parties. The term extension is optional for the parties and nothing in this Agreement gives Provider a right to any term extension.

6. Representations, Warranties and Covenants of Provider

6.1 Authority. Provider hereby represents and warrants to the City that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

6.2 Duly Licensed. Provider represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

6.3 No Contingency. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Provider, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

7. Standard of Care. The standard of care for all Services performed or furnished by Provider under this Agreement will be superior to the care and skill ordinarily used by members of Provider's profession practicing under similar circumstances or at the same time and in the same locality.

8. Compliance with Laws. In the conduct of the Services under this Agreement, Provider shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations, including ethics and procurement requirements.

9. Independent Contractor. It is specifically understood that Provider is an independent contractor. *If Provider is an individual:* (i) Provider is not an employee of the City; (ii) this Agreement is not a contract of employment and that no relationship of employer/employee or principal/agent is or shall be created nor shall exist by reason of the performance of the Services under this Agreement; (iii) Provider will not be eligible to participate in any employee benefit maintained by the City; (iv) Provider will not be covered by the City's workers' compensation insurance; (v) Provider will be solely and exclusively responsible for payment of all taxes due in respect of all compensation and/or other consideration received by Provider under this Agreement. *If Provider is a business firm:* (i) Provider acknowledges that its employees will not be covered by the City's workers' compensation insurance; (ii) Provider shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Provider's employees who provide Services under this Agreement; (iii) Provider shall have no authority to bind City to any contractual or other obligation whatsoever; (iv) Provider shall be responsible to the City for all work or services performed by Provider, its employees, agents, or subcontractors under this Agreement.

10. Right to Audit. Provider shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The City shall have the right to audit Provider's books and records, at the City's expense, upon prior notice, with

regard to the Services provided to the City under this Agreement. Provider shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Provider to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Provider and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Provider within 45 days from presentation of City's findings to Provider. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by the City.

11. Property Rights. Any work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the Services or obtained in the performance of this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of such Services. Upon delivery to the City of said work product, the City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Provider will not copyright any material or work product developed under this Agreement. Any reuse of Provider's prepared documents by the City, except for the specific purpose intended hereunder, will be at City's sole risk and without liability or legal exposure to Provider or its sub-Providers.

12 Insurance. Provider shall purchase from and maintain during the term of the Services, and all applicable statutes of limitation periods, the following insurance:

(a) **Comprehensive General Liability** insurance in an amount not less than \$1,000,000.00 Combined Single Limit per each occurrence and \$1,000,000 aggregate, with bodily injury limits, which may not be subject to a self-insured retention or deductible exceeding \$25,000.

(b) **Worker's Compensation and Employer's Liability Insurance** with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee" unless an opt out letter in conformance with Florida Statutes, Chapter 440, has been provided to the City.

☐ Provider is the sole owner and/or employer with less than four non-construction employees and opts out of workers' compensation coverage under Florida Chapter 440. Provider understands that Provider must comply with Sec. 440.055, F.S., and other applicable regulations. Provider is an independent contractor.

Provider Signature

(c) **Automobile Liability:** Not less than \$1,000,000.00 for injuries per person in any one accident or occurrence and \$1,000,000.00 in the aggregate for injuries per occurrence or accident, with \$100,000.00 for property damage in any one accident or occurrence. May not be subject to a self-insured retention or deductible exceeding \$10,000.

Self-insurance shall not be acceptable. All insurance policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a best's rating of A- VI or better.

Additional Insured: All liability insurance policies shall name and endorse the following as additional insured(s): the City of West Palm Beach and its commissioners, officers, employees and agents.

Certificate of Insurance: Provider shall provide the City Risk Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required prior to the

commencement of Services. It is the Provider's responsibility to ensure that the City's Risk Manager and the Department both have a current Insurance Certificate and endorsements at all times.

If Provider's insurance policy is a claims made policy, Provider shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of this Agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

The provisions of this section shall survive beyond the expiration or termination of this Agreement.

13. Indemnity. Provider agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its commissioners, officials, employees or agents arising out of or incidental to or in any way connected with Provider's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Provider in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Provider's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Provider. This indemnification includes, but is not limited to, the performance of this Agreement by Provider or any act or omission of Provider, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Provider agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Provider under this indemnification provision. To the extent considered necessary by the City, any sums due Provider under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Provider to indemnify the City for City's own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of the City as set forth in Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

14. Termination.

14.1 The City shall have the right to terminate any Work Order and/or this Agreement, in whole or in part, with or without cause, and for its convenience, upon five (5) calendar days written notice to Provider. In the event of termination, the City shall compensate the Provider for all authorized Services satisfactorily performed through the termination date under the payment terms contained in this Agreement.

14.2 Provider shall immediately deliver all documents, written information, electronic data and other materials concerning City projects in its possession to the City and shall cooperate in transition of its consulting duties to appropriate parties at the direction of the City.

14.3 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

15. Warranty. Provider shall warrant that the Services shall be free from improper workmanship and/or defective materials for one (1) year from completion.

16. Notices. Notices required hereunder shall be given by written notice sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, if to the City, to P.O. Box 3366, West Palm Beach, FL 33402, attention: City Administrator, and if to Provider, to the address set forth above.

17. Taxes. Provider understands that in performing the Services for the City, Provider is not exempt from paying sales tax to Provider's suppliers for materials required for Provider to perform under this Agreement. Provider shall not be authorized to use City's tax exemption number for purchasing supplies or materials.

18. Availability of Funds. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the City may terminate this Agreement upon no less than twenty-four (24) hours notice to Provider. The City shall be the sole and final authority as to the availability of funds.

19. Lobbying Certification. Provider certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

20. Non Discrimination. Provider shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

21. Assignment. This Agreement requires the skills and experience of Provider and may not be assigned by Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

22. Force Majeure. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

23. Ethics; Conflict of Interest.

23.1 Provider represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

23.2 Provider represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

23.3 Provider represents that it does not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, or member of any board, committee or agency of the City.

23.4 Provider represents that it does not employ, directly or indirectly, any official of the City. Provider represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Provider.

23.5 Provider represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any City agency, any employee of the City or any City agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Provider or its business.

23.6 Provider represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. Provider further represents that no person having any interest shall be employed or engaged by it for said Services.

23.7 Provider, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Provider's exercise of judgment or quality of the Services being provided under this Agreement. Provider, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the CRA under this Agreement.

23.8 In the event Provider is permitted to utilize subcontractors to perform any services required by this Agreement, Provider agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

24. Public Entity Crimes Act. Provider represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Provider and its subcontractors under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

25. Unauthorized Aliens/Patriots Act. The knowing employment by Provider or its sub-contractors of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement which results in unilateral termination. Provider further represents that it is not in violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56., the "Patriot Act").

26. Small Business Requirements. Provider shall comply with the City's Small Business Ordinance set forth in Chapter 66 of the Code of Ordinances of the City of West Palm Beach, which is incorporated herein by this reference. Provider shall comply with the small business commitment contained in Provider's Proposal. Provider shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the City to inspect and audit such records.

27. Public Records Law. Provider shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Provider in conjunction with this Agreement. Failure by the Provider to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the City.

28. Governing Law. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Provider submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Provider agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. 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.

29. Severability. In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

30. Waiver. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

31. Headings. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

32. Inspector General. Provider 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 this contract, and may demand and obtain records and testimony from Provider and its subcontractors and lower tier subcontractors. Provider understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Provider or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

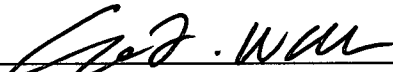
33. Entire Agreement; Exhibits; Amendment. Any Exhibits attached to this Agreement are incorporated into the terms and conditions of this Agreement. In the event of any conflict between this Agreement and any Exhibits, this Agreement governs. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter. This Agreement may only be modified by written amendment executed by the City and Provider.

34. Controlling Provisions. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Procurement Solicitation and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the Procurement Solicitation; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

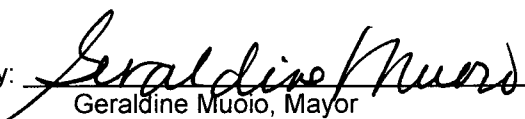
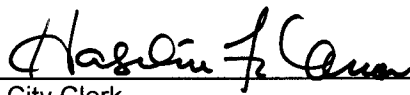
35. Digital Signature. The parties to this Agreement may agree to execute this Agreement, and all subsequent amendments or modifications to it, by digital signature, in accordance with Ch. 668, Fla. Stat.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below.

SUN ART PAINTING CORPORATION

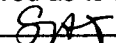
By: 
Print Name: ERIC L. WELLS
Title: PRESIDENT

CITY OF WEST PALM BEACH

By: 
Geraldine Muoio, Mayor
Attest: 
City Clerk

Date: 12/17, 2014

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By: 



SCOPE OF WORK

The City of West Palm Beach on behalf of the East Central Regional Water Reclamation Facility (ECRWRF) is soliciting one or more qualified and responsible contractors to provide, on an as-needed basis, all labor, material, equipment, tools, supplies, costs and incidentals necessary to perform painting/coating services at the ECR Water Reclamation Facility, City of West Palm Beach Water Treatment Plant, City of West Palm Beach Repump Stations, Community Redevelopment Agency, and other various City owned facilities as specified in the Scope of Work, Special Terms and the Contractor's Schedule of Bid Items, and subject to and in accordance with the terms, conditions and provisions of the Contract Documents.

The City will issue a separate Work Order for each individual assignment, as funding becomes available. The Contractor agrees to furnish all equipment and labor necessary for the performance of the Services in a good, firm, substantial and workmanlike manner in accordance with applicable plans and technical specifications. The Contractor shall coordinate all work during the performance of services hereunder with the City and other Contractors in the field.

This contract shall have a term of thirty-six (36) months and may be renewed for up to two (2) additional twelve (12) month periods.

SPECIAL CONDITIONS

1. Schedule of Bid Items:

- a. Compensation for the following items shall be included as part of the bid percentage in Bid Item 2:
 - i. Standard equipment and tools of the trade to perform the work including, but not limited to, paint brushes, scratch brushes, paint rollers, paper, tape, sandpaper, grinders, 30 foot or smaller ladders, spray equipment, pressure washers, and all hand tools.
 - ii. All personal safety gear, expendables, and confined space entry when needed.
- b. All Materials (primers, sealers, paints, and finishes) shall be reimbursed at cost plus the percentage markup in Bid Item 3. Contractor will be required to provide the City with actual invoices or quotes for all materials.
- c. All specialized equipment (not listed in item 2i above) to perform the work shall be reimbursed at cost plus the percentage markup in Bid Item 3. Equipment hours will be for actual hours needed.
- d. The City reserves the right to purchase materials directly and contractor will receive no payment for any costs, overhead, or profit from materials purchased directly by the City.

2. Each Work Order Issued

- a. Time of Completion for the work authorized under each work order will be established at the time of issuance of such work order.
- b. Contractor acknowledges that failure to complete the Work under each work order by the indicated time of completion will result in substantial damages to the Owner, the amount of which is difficult, if not impossible, to ascertain as of the date of the bid and contract. If Contractor shall fail to complete the work under any work order within the time allotted, Contractor agrees to pay Owner \$100.00 per calendar day for each and every day the time of completion exceeds the time allowed for that purposed. Owner shall and may deduct and retain

the amount of such liquidated damages out of any money which may be due under the Contract.

- c. The City shall issue individual work orders from time to time on an "as-needed" basis for each assignment. The services to be provided under each assignment shall commence and be completed by the dates indicated in each work order. All terms and conditions of the Invitation to Bid and Contract will be applicable to each work order. The individual orders will specify the work to be performed, its location, and not-to-exceed cost (based on the contract unit process) and a schedule for performance.
- d. The City does not guarantee any minimum amount of work, or the extent of the services required.
- e. All work shall be in accordance with the product manufacturer's technical specifications. The City reserves the right to utilize developed specifications for the work.

3. Contract Time

- a. The Contractor shall be awarded a contract for thirty-six (36) months. At the sole option of the City, the contract may be renewed for up to two (2) additional twelve (12) month periods. Options to renew will only be effective upon a written contract amendment executed by both parties. Renewal terms and conditions will be the same as the base contract. The Contract shall commence on the date when the contract is executed by the City. Any renewals will be subject to the appropriation of funds by the City.

4. Contractor shall comply with all federal, state, and local regulations.

5. Multiple Contract Awards

- a. The Contractor(s) selected under this procurement may be awarded separate contracts with the City of West Palm Beach, the East Central Regional Waste Water Treatment Facility Operations Board and/or the West Palm Beach Community Redevelopment Agency under the terms and conditions of this ITB.

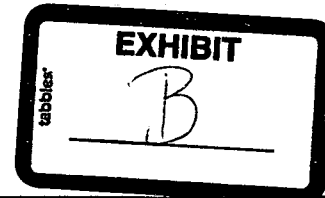


City of West Palm Beach
SCHEDULE OF BID ITEMS

(B3)

ITB 13-14-127

PROJECT TITLE: Master Contract for Painting Services



BID ITEM		DESCRIPTION	BID	
I	LABOR			
	1	Labor - hourly rate based on work occurring during normal operating hours and includes all costs paid to or for the laborer including but not limited to benefits, insurances, taxes and other costs required or related to providing the labor.		
		General Foreman	22. ⁰⁰	HR
		General Superintendent	24. ⁰⁰	HR
		Field Supervisor	23. ⁰⁰	HR
		Laborer/Helper	15. ⁰⁰	HR
		Painter	18. ⁸⁰	HR
	2	Overhead and Profit (percent of Bid Item 1) - shall include general office administration costs, general liability and automotive insurance, providing estimates, bonds, taxes, transportation, mobilization, demobilization, equipment, tools, and safety gear to perform the work. The Overhead and Profit percent rate shall be applied to all labor provided under this agreement.	110	%
II	MATERIALS			
	3	Markup on Materials (Percent) - shall include the percent markup for all primers, sealers, paints, finishes, and specialized equipment used to perform the work.	15	%

Bidder Company Name: SUN ART PAINTING CORP.

Eric L. Wells
Signature of Official authorized to bind Bidder

Print Name: ERIC L. WELLS

Title: PRESIDENT

Date: 6/25/14

Failure to fully complete and sign this Bid Form may result in rejection of the Bid



EXHIBIT C

CITY OF WEST PALM BEACH Master Services Work Order Work Order No. _____

Contract No. _____

Services Type: _____

Provider: _____

1. **Services/ Task / Project:** A detailed scope of work to be performed under this Work Order is attached as **Exhibit A**.

2. **Schedule:** The Contractor shall commence services under this Work Order on the date indicated in the Notice to Proceed and fully complete said Work in accordance with **Exhibit** ____.

3. **Compensation:** The total amount to be paid to the Contractor by the City under this Work Order, based upon the unit prices/ rates set forth in the Contract, shall not exceed the sum of _____ (\$_____) . A detailed schedule of values is attached as **Exhibit** ____.

4. **Small Business:** The small business commitment for this Work Order is 100%.

5. **Insurance:** Provider hereby confirms that it maintains the insurance coverages required under the Contract and that certificates of insurance evidencing current policies are on file with the City as of the date of this Work Order.

6. **Contract Reference:** This Work Order shall be performed under the terms and conditions described within _____ the _____ master _____ contract/agreement _____ titled _____ dated _____ by and between the City of West Palm Beach and the Provider named above.

PROVIDER SUN ART PAINTING

CITY OF WEST PALM BEACH

By: Eric L. Wells

Print Name: ERIC L. WELLS

Geraldine Muoio, Mayor

Date: _____, 20____

ATTEST: _____
City Clerk

CITY ATTORNEY'S OFFICE
Approval as to form and legality
By: _____



SUNAR-1

OP ID: DH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/03/2014

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 Massey, Clark, Fischer, Inc. 400 Executive Ctr Dr, Ste 205 West Palm Beach, FL 33401 Thomas B. Jones	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Sun Art Painting Corp. Eric Wells 16108 72nd Drive N Palm Beach Gardens, FL 33418	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Ascendant Commercial Insurance	
	INSURER B : Progressive Companies	
	INSURER C : Commerce and Industry Ins. Co.	
	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	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY	X		GL439920	03/03/2014	03/03/2015	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
B	☐ AUTOMOBILE LIABILITY			01804009-2	08/23/2014	08/23/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
C	☒ UMBRELLA LIAB ☒ OCCUR			EBU019590295	01/31/2014	01/31/2015	EACH OCCURRENCE \$ 4,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 4,000,000
	☐ DED ☒ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N ☐ N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Certificate holder is named as additional insured for work performed by named insured under contract

CERTIFICATE HOLDER**CANCELLATION**

The ECR Board by and through
Its agent, City of West Palm
Beach
401 Clematis Street
West Palm Beach, FL 33401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE							Date 12/3/2014	
Producer: Lion Insurance Company 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562				This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.				
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691				Insurers Affording Coverage			NAIC #	
				Insurer A: Lion Insurance Company			11075	
				Insurer B:				
				Insurer C:				
				Insurer D:				
Insurer E:								
Coverages 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. Aggregate limits shown may have been reduced by paid claims.								
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits		
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	\$	
		Damage to rented premises (EA occurrence)				\$		
		Med Exp				\$		
		Personal Adv Injury				\$		
		General Aggregate				\$		
		Products - Comp/Op Agg				\$		
							AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos	
Bodily Injury (Per Person)	\$							
Bodily Injury (Per Accident)	\$							
Property Damage (Per Accident)	\$							
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence		
						Aggregate		
A	Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.		WC 71949	01/01/2014	01/01/2015	☒ WC Statutory Limits	☐ OTH-ER	
						E.L. Each Accident		\$1,000,000
						E.L. Disease - Ea Employee		\$1,000,000
						E.L. Disease - Policy Limits		\$1,000,000
Other			Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616					
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:								
Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": Sun Art Painting Corporation Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.								
Project Name: ISSUE 12-03-14 (TLD)								
Begin Date 9/19/2011								
CERTIFICATE HOLDER				CANCELLATION				
THE ECR BOARD BY AND THROUGH ITS AGENT CITY OF WEST PALM BEACH 401 CLEMATIS ST WEST PALM BEACH, FL 33401				Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.				

INVITATION TO BID



EAST CENTRAL REGIONAL WATER RECLAMATION FACILITY

By its agent:

City of West Palm Beach

Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
Tel: 561-822-2100
Fax: 561-822-1564



ITB Number: **13-14-127**
Project or Service Title: **Master Contract for Industrial
Painting Services**

Bid Submittal Deadline

Day/ Date: **June 27, 2014**
Time: **3:00 PM**
Location: Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, Florida 33401


Frank Hayden
Procurement Official

Date: June 6, 2014



SECTION 1 – SCOPE OF WORK

The City of West Palm Beach on behalf of the East Central Regional Water Reclamation Facility (ECRWRF) is soliciting one or more qualified and responsible contractors to provide, on an as-needed basis, all labor, material, equipment, tools, supplies, costs and incidentals necessary to perform painting/coating services at the ECR Water Reclamation Facility, City of West Palm Beach Water Treatment Plant, City of West Palm Beach Repump Stations, Community Redevelopment Agency, and other various City owned facilities as specified in the Scope of Work, Special Terms and the Contractor's Schedule of Bid Items, and subject to and in accordance with the terms, conditions and provisions of the Contract Documents.

The City will issue a separate Work Order for each individual assignment, as funding becomes available. The Contractor agrees to furnish all equipment and labor necessary for the performance of the Services in a good, firm, substantial and workmanlike manner in accordance with applicable plans and technical specifications. The Contractor shall coordinate all work during the performance of services hereunder with the City and other Contractors in the field.

This contract shall have a term of thirty-six (36) months and may be renewed for up to two (2) additional twelve (12) month periods.

SPECIAL CONDITIONS

1. Schedule of Bid Items:

- a. Compensation for the following items shall be included as part of the bid percentage in Bid Item 2:
 - i. Standard equipment and tools of the trade to perform the work including, but not limited to, paint brushes, scratch brushes, paint rollers, paper, tape, sandpaper, grinders, 30 foot or smaller ladders, spray equipment, pressure washers, and all hand tools.
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- b. All Materials (primers, sealers, paints, and finishes) shall be reimbursed at cost plus the percentage markup in Bid Item 3. Contractor will be required to provide the City with actual invoices or quotes for all materials.
- c. All specialized equipment (not listed in item 2i above) to perform the work shall be reimbursed at cost plus the percentage markup in Bid Item 3. Equipment hours will be for actual hours needed.
- d. The City reserves the right to purchase materials directly and contractor will receive no payment for any costs, overhead, or profit from materials purchased directly by the City.

2. Each Work Order Issued

- a. Time of Completion for the work authorized under each work order will be established at the time of issuance of such work order.
- b. Contractor acknowledges that failure to complete the Work under each work order by the indicated time of completion will result in substantial damages to the Owner, the amount of which is difficult, if not impossible, to ascertain as of the date of the bid and contract. If Contractor shall fail to complete the work under any work order within the time allotted, Contractor agrees to pay Owner \$100.00 per calendar day for each and every day the time of completion exceeds the time allowed for that purposed. Owner shall and may deduct and retain the amount of such liquidated damages out of any money which may be due under the Contract.
- c. The City shall issue individual work orders from time to time on an "as-needed" basis for each assignment. The services to be provided under each assignment shall commence and be

completed by the dates indicated in each work order. All terms and conditions of the Invitation to Bid and Contract will be applicable to each work order. The individual orders will specify the work to be performed, its location, and not-to-exceed cost (based on the contract unit process) and a schedule for performance.

- d. The City does not guarantee any minimum amount of work, or the extent of the services required.
- e. All work shall be in accordance with the product manufacturer's technical specifications. The City reserves the right to utilize developed specifications for the work.

3. Contract Time

- a. The Contractor shall be awarded a contract for thirty-six (36) months. At the sole option of the City, the contract may be renewed for up to two (2) additional twelve (12) month periods. Options to renew will only be effective upon a written contract amendment executed by both parties. Renewal terms and conditions will be the same as the base contract. The Contract shall commence on the date when the contract is executed by the City. Any renewals will be subject to the appropriation of funds by the City.

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5. Multiple Contract Awards

- a. The Contractor(s) selected under this procurement may be awarded separate contracts with the City of West Palm Beach, the East Central Regional Waste Water Treatment Facility Operations Board and/or the West Palm Beach Community Redevelopment Agency under the terms and conditions of this ITB.

**SECTION 2 – SPECIAL TERMS****1. Pre-Bid Conference**

A pre-bid conference is scheduled to provide potential bidders the opportunity to ask questions and receive clarification concerning the project and to emphasize safety factors, hazards, or potential interference of other projects. If a pre-bid conference is scheduled, attendance is strongly encouraged. If a site inspection is scheduled it will be the only opportunity to inspect the site and attendance is recommended as no individual appointments will be made.

Date:
Time:
Place:

Please bring your copy of the Invitation to Bid to the pre-bid conference.

In accordance with the Americans with Disabilities Act, any person who believes he or she has a disability requiring the use of a special accommodation at either the scheduled site inspection, pre-bid conference or bid opening should contact the Procurement Division at 561-822-2100, at least five (5) days prior to the event to advise of his/her special requirements.

2. Time of Completion and Liquidated Damages. The work to be performed under this project shall commence on the date of Notice to Proceed. The work shall be substantially completed within TBD (will be issued for each Work Order) calendar days after the date of such notice, and fully completed within TBD (will be issued for each Work Order) calendar days, with such extensions of time as are provided for in the Master Services Agreement. If said work is not substantially completed within the specified times, the Contractor shall be liable and hereby agrees to pay to the Owner as liquidated damages, and not as a penalty, the sum of one hundred dollars (\$100.00) per calendar day for each and every day or part of a day thereafter that said work remains incomplete.

3. Permits and Fees. In accordance with the Public Bid Disclosure Act, the Contractor will be required to make payment to the City of West Palm Beach for following permits or licenses, impact, inspection or other fees for this Project under the Contract: (F.S. 218.80)

(Permit)

(Fee/Amount or calculation)

Refer to City Website (wpb.org) for current permit fees.

4. Licenses. The Bidder will be required to have at the time of bid submittal, the following current license(s):

- N/A

The Bidder will also be required, at the time of contract execution, to have a business tax receipt or certificate of registration in accordance with the following:

- No person, contractor or subcontractor may conduct business within the City without a business tax receipt or certificate of registration.
- A contractor who holds a valid countywide contractor's license, in addition to a county business tax receipt shall register with the City.
- Any person engaging in any business, occupation or profession within the City without a permanent business location or branch office in the City, but holding a valid and currently effective business tax receipt issued by the county or another incorporated municipality, shall be issued a certificate of registration upon registering with the business tax official.

5. **Small Business Participation**. In accordance with the Small Business Ordinance, the goal for Small Business participation under the contract resulting from this Invitation to Bid is **15%** of the total contract value.

6. **Construction Bond**. If required, please refer to General Condition 51.

Required _____ Not Required **N**

7. **Insurance**. Please refer to Section 12 of the Master Services Agreement for insurance requirements, unless a modification to such requirements is listed below:

8. **Other Special Conditions:** (None)

SECTION 3 – MINIMUM QUALIFICATIONS AND EVALUATION FACTORS CHECKLIST

Failure to fully and accurately complete the required documentation may result in disqualification of Contractor's bid. All decisions of the City are final.

Evaluation of responses will include, but not limited to, the following:

MINIMUM QUALIFICATIONS

Contractors shall meet the following minimum requirements in order to be considered for award.

- _____ 1. The Contractor must have completed a minimum of three (3) painting projects at Water Treatment Plants, Wastewater Treatment Plants, or Lift Stations in the State of Florida. Prior Experience will need to be shown on **Form (A1)**, Prior Experience Form.
- _____ 2. Bid (**Form B2**) must be signed by the person authorized to bind the company. **Note: Sign in blue ink every place it is required.**
- _____ 3. Bid proposal must be received and stamped in by the Procurement Division on or before **3:00 p.m. on June 27, 2014.**

EVALUATION FACTORS

Bids will be evaluated based on the following evaluation factors, in addition to those factors established in the Procurement Code, in determining the best value to the City.

1. Contractor's Prior Experience

Bidder shall provide detailed summary of prior experience evidencing successful completion of similar projects (in scope and complexity). Include information on type of projects completed, project budget versus completed cost, project change orders with associated justification, project schedule versus actual completion time, and project litigation if encountered. The Bidder shall provide current names and telephone numbers of agency references for each project provided.

- _____ Bidder must fully and accurately complete **Form A1 – Prior Experience**
- _____ Successful experience related to applying materials at heights up to 60 feet above ground.
- _____ Successful experience in confined space environments.
- _____ Successful experience working with Operations at Water and/or Wastewater Treatment Facilities.

2. Proposed Project Cost

- _____ Schedule of bid items – as indicated on Form B3 and Excel spreadsheet.

3. Other Factors

- _____ 1. Reference responses.
- _____ 2. Firm capacity in terms of personnel and workload.
- _____ 3. Firm capacity in terms of financial viability and ability to provide required insurance.
- _____ 4. Evidence of ability to work efficiently and cooperatively with City staff; Past performance with the City and others.

- _____ 5. Small business program participation.
- _____ 6. Impact on local economy.
- _____ 7. Any suspension or debarment by any government entity; Any prior conviction for bribery, theft, forgery, embezzlement, falsification or destruction of records, antitrust violations, honest services fraud or other offense indicating a lack of business integrity or honesty; any prior violation of City or County ethical standards.
- _____ 8. Consideration of any other factors specific to this ITB.
- _____ 9. Such other information as may be obtained.



SECTION 4 - INSTRUCTIONS TO BIDDERS

To ensure acceptance of your bid, Bidders must comply with the following instructions:

1. HOW TO SUBMIT A BID:

a. **One (1) original, one (1) electronic version and three (3) copies** of your bid must be submitted in a sealed envelope, marked on the outside lower left-hand corner of the envelope with the firm name, Bid number, title, and date and hour bids are scheduled to be received. Bids shall be mailed or hand-delivered to:

**City of West Palm Beach - Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401.**

b. Time is of the essence and any bid received after the closing date and time indicated on the cover of the Invitation to Bid, whether by mail or otherwise, will be returned unopened and will not be considered. The time of receipt shall be determined by the time clock located in the Procurement Division. Bidders are responsible for insuring that their bid is stamped by Procurement personnel by the deadline indicated. The City shall in no way be responsible for delays caused by any occurrence.

c. Bids submitted by telephone, telegram or facsimile shall not be accepted.

d. Submission of a Bid implies a full understanding of the Invitation to Bid, the Special Terms, the General Conditions and the drawings and specifications, the Project and the Work. Any misunderstanding as to such terms by the Bidder will not relieve the Bidder from performance.

e. This Invitation to Bid consists of this document along with all plans, drawings and/or technical specifications related to this procurement, all of which are incorporated herein by this reference.

2. THE BID PACKAGE. The Bid Submission Package consists of the following documents:

- A1 Prior Experience Form
- A2 Staff Experience
- B1 Bid Cover Sheet
- B2 Bid
- B3 Schedule of Bid Items
- B4 Substitution Sheet
- B5 Schedule of Subcontractors
- B6 Contact Information
- B7 Reference List
- B8 Non-Collusion Affidavit
- B9 Drug Free Certification
- B10 Trench Safety Compliance Form
- B11 Subcontractor Listing – Form SB02
- B12 Statement of Small Business Participation – Form SB01
- B13 Small Business Letter of Intent – Form SB03
- B14 Good Faith Effort (only required if unable to meet small business goal of 15%)
- B15 Contractor's Material Suppliers
- B16 Contractor's Existing and Proposed Workload
- N/A Bid bond or deposit
- Copies of required licenses or registrations

The Bid Submission Package, and all other required documents must be returned in order for the bid to be considered.

AVOID BID REJECTION:

Bids may be rejected for noncompliance to requirements after review by the Procurement Official.

All bids must be submitted on the provided Bid forms (A1 – B16).

Forms B2 and B3 must be signed in ink by an officer authorized to bind the Bidder.

All Forms must be fully completed.

Failure to complete any form or provide the required signature may be grounds for rejection of the bid.

3. **COMPLETION OF BID SUBMISSION PACKAGE.**

a. It is the responsibility of the bidder to insure that all pages are included. All bidders are advised to closely examine this package.

b. **All bids must be submitted on the provided Bid forms (A1 – B16).** Bids submitted on Contractor Letterhead or quotation forms will not be accepted.

c. All bids (Form B2 and B3) must be typed or written in ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. **Failure to submit a duly signed bid shall be cause for rejection of the bid.**

***BIDDERS: THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS MANDATORY THAT ALL BIDDERS PROVIDE BOTH A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF COMPACT DISK, FLASH DRIVE, OR OTHER DIGITAL DATA STORAGE DEVICE. PAPER BID TABULATIONS AND ELECTRONIC BID TABULATIONS SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASES OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AN ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION SHALL BE CAUSE FOR REJECTION OF THE BID.**

4. **ERRORS/ERASURES/CORRECTIONS**

a. **Bids having erasures or corrections must be initialed in ink by the Bidder.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it and initial the correction. Any illegible entries, pencil bids or corrections not initialed may not be accepted.

b. In the event of mathematical 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 line item will prevail and the bidder's total will be corrected accordingly.

c. Bidders shall not be allowed to modify their bids after the bid opening time and date. Bid files may be examined during normal working hours, after bid opening, by appointment only.

d. Bidder represents that it has taken all necessary steps to ascertain the nature and location of the work and that it has investigated and satisfied itself as to the general and local conditions which can affect the performance of the work, including: (i) conditions relating to access, egress, transportation, debris disposal, parking and storage of materials; (ii) availability of labor; and (iii) physical conditions at the site. Any failure by Bidder to take these steps will not relieve the Bidder from the responsibility for estimating properly the difficulty and cost of successfully performing the work without additional expense to Owner.

5. **BID PRICES**

All prices shall remain valid for ninety (90) days after the date of bid closing or other time stated in the Special Terms.

Prices must be stated in the units specified on the Schedule of Bid Items (Form B3). Bidders may offer a cash discount for prompt payment; however, such discounts should not be considered in the unit price bid unless otherwise specified in special conditions.

6. **SUBSTITUTIONS**

If Bidder wishes to offer a substitution for a specified item of materials or equipment, the proposed substitution must be listed on the Substitution Sheet (Form B4) in the Bid Submittal Package. In each case, the difference in price between the base bid and the price for the proposed substitution shall be specified or if there is no price difference that shall be specifically indicated. The Bid shall reflect the Bidder's price for the item specified in the Schedule of Bid items; not the proposed substitution. The best value bid will be established considering the base Bid, not any proposed substitution.

7. SUBCONTRACTING

If a bidder intends to subcontract any portion of the work, the Schedule of Subcontractors (Form B5) must be fully completed and submitted with the bid. The name, address, phone number and extent of work and value of the work to be performed should be included for all subcontractors, including any small business contracts that will also be listed on Form B12- Statement of Small Business Participation. All Small Business subcontractors must also be listed on both Form B5 – Schedule of Subcontractors and Form B12-Statement of Small Business Participation. Owner reserves the right to reject any bid 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 under this award. Owner reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

8. BID BONDS OR DEPOSITS

Each bid must be accompanied by a bid bond or a deposit in a sum of not less than five percent (5%) of the total bid. Bid bonds and deposits amounting to less than one hundred dollars need not be submitted. Only the following types of bonds or deposits will be accepted:

1. Bid bond signed by a surety company authorized to do business in the State of Florida.
2. Cashier Check or bank draft of any national or state bank.
3. Certified check drawn on a financial institution acceptable to the City of West Palm Beach
4. U.S. Postal Money Order

All checks and orders must be made payable to the City of West Palm Beach. The City reserves the right to hold the bid security until a contract is properly executed. If any bidder presented with a contract by the City fails to execute such contract with the City, the City may be entitled to retain the deposit or enforce the bond. Bid deposits of unsuccessful bidders will be returned after execution of a contract.

9. CERTIFICATION AND LICENSES

Bidder must include with his bid package a copy of all applicable Certificates of Competency issued by the State of Florida Industry Licensing Board and a current Occupational License in the name of the Bidder submitting the Bid from the County in which the Bidder's principal place of business is located. If awarded the contract, any Bidder who is not required to have an occupational license from the City will be required to obtain a Certificate of Registration from the City of West Palm Beach prior to contract execution.

10. NO LOBBYING

Bidder and its representatives are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, evaluation committee, or any other person authorized on behalf of the City related or involved with this Invitation to Bid. Bidder's representatives shall include, but not be limited to, the Bidder's employee, partner, officer, director, consultant, lobbyist, attorney or any actual or potential subcontractor or consultant of the Bidder. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the Bidder.

The "No Lobbying" condition is in effect from the date of publication of the ITB and shall terminate at the time the City approves execution or executes the contract, rejects all bids or otherwise takes action which ends the solicitation process.

11. CONFLICT OF INTEREST

All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of West Palm Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, interest of ten percent (10%) or more in the bidder's firm or any of its affiliates.

12. ETHICS REQUIREMENTS. No Bidder may employ, directly or indirectly, the mayor, any member of the city commission or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation to receive a substantial benefit or profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected city employee may seek a conflict of interest opinion from the city ethics officer prior to the submittal of a bid. Additionally, any employee may seek a legal opinion from the State of Florida Ethics Commission regarding state law conflict of interest provisions.

13. **SMALL BUSINESS PROGRAM.** The goal for Small Business participation under the contract resulting from this Invitation to Bid is **15%** of the total contract value. **Only small businesses certified by the City of West Palm Beach Small Business Program or from another agency whose certification is accepted by the Small Business Program** will be accepted toward the small business goal. For your convenience, all Palm Beach County certified small businesses can streamline the City's certification process by submitting the appropriate documentation. The City may require additional information to ensure compliance with the City's small business criteria; therefore please contact the City's Small Business Office at (561) 822-2100 for further instruction for small business certification.

Bidders/contractors are encouraged to reference the Small Business Program's website at <http://wpb.org/procurement/small-business-program/small-business-vendor-directoryforms> for a directory of all currently certified small businesses. The directory is intended to assist bidders/contractors with meeting small business participation goals on City projects by connecting them with potential subcontractors for quotes, bids and RFP's.

In accordance with the SB Ordinance, the SB Program has adopted procedures requiring the completion of forms to insure compliance with the Small Business Ordinance. These forms are required to be submitted, as appropriate, with each proposal and/or during the course of the contract.

The following Small Business forms should be submitted with the Bid:

- **STATEMENT OF SUBCONTRACTOR PARTICIPATION**
List **all** your certified subcontractors -- indicate dollar amounts and percentages in the appropriate columns. This form is due with your proposal. **Only City of West Palm Beach and Palm Beach County Certified** SBs can be used to meet the established goal. See Form SB 01
- **SUBCONTRACTOR'S LIST**
List the names and telephone numbers of all SBs that submitted a quote to you, whether you will use them on this project or not. Also, include here, SBs listed in the *Statement of Small Business Participation*. Submit this form with your proposal. See Form SB 02
- **LETTER OF INTENT**
One form per SB subcontractor must be executed and delivered to the City's SB Program **prior** to contract award and will be made a part of the contract. See Form SB 03
- **GOOD FAITH EFFORT**
This form is only to be completed when the goal cannot be met. Please call Aisha Darrough at 561-822-2100 for a copy of Form SB 04.

REQUEST FOR QUALIFICATIONS PREFERENCE (over \$25,000.00)

For procurements using requests for proposals, the Procurement Official or, if applicable, an evaluation committee established to evaluate the proposals, shall consider compliance with the small business goals as a material criterion for selection, i.e., shall be given significant weight.

14. **PUBLIC ENTITY CRIMES.** Pursuant to F.S. 287.133, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City of West Palm Beach for 36 months following the date of being placed on the convicted vendor list.

15. **INQUIRIES AND ADDENDA**

Except as provided in this section, Bidders or others representing a Bidder are prohibited from contacting or lobbying the Mayor, any City Commissioner, City staff, Evaluation Committee, or any other person authorized on behalf of the City related or involved with this ITB.

Any and all inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue other than Small Businesses, must be directed in writing, by US mail, fax or email to:

Patricia Armstrong, Senior Purchasing Agent
 City of West Palm Beach Procurement Division
 401 Clematis Street, 5th Floor
 West Palm Beach, FL 33401
 Fax: (561) 822-1564
 E-mail: parmstrong@wpb.org

*All questions or inquiries must be received no later than **ten (10) calendar days** prior to the Bid closing date.*

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing, as a written addenda distributed to all prospective bidders who have obtained the bid package directly from the City or its authorized representative. Such written addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda in writing and submit with their bid.

No Bidder may rely upon any oral or verbal modification or interpretation in preparing its bid. No interpretation of the Invitation to Bid will be made for any bidder, except by written addendum.

16. ACCEPTANCE; REJECTION; CANCELLATION

In accordance with the City's procurement code, this Invitation to Bid may be cancelled and may or may not be re-bid when determined to be in the best interests of the City. Any or all bids may be accepted or rejected in whole or in part, when determined to be in the best interests of the City. The City of West Palm Beach also reserves the right to reject the bid of any Bidder who has previously failed in the performance of an award or to deliver contracts of a similar nature on time or who is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of bidders. Any bid received without an authorized signature or past the submittal deadline will be rejected.

Any withdrawal or cancellation of this Invitation to Bid, either before or after selection of a bidder, shall be without liability or obligation on the part of the City or its employees. Any action, selection or failure to select a successful bidder to this Invitation to Bid shall be without any liability or obligation of the part of the City or its employees.

The City reserves the right to waive any non-material irregularities and technicalities, except timeliness and signature requirements. Additionally, bids may be considered irregular and may be rejected if the bid: 1) does not strictly conform to the requirements of the Invitation to Bid; 2) is incomplete; 3) any Bid Form is altered; 4) contains additions not called for; 5) is conditional; 6) contains prices that are, in the opinion of the City, unbalanced either in excess or below the reasonable cost analysis values; 7) bids is in excess of the approved budget for the project.

17. SELECTION OF BIDDER WITH WHOM TO CONTRACT

Pursuant to the City's Procurement Code, the selection of a bidder with whom to contract shall be based on the "best value" to the City" using the following criteria:

1. Skill and experience,
2. Capacity to perform in terms of facilities, personnel and financial viability,
3. Past performance,
4. Amount of the bid in relation to the needed goods or services,
5. Adherence to the specifications and requirements
6. Content of the bid.

18. POSTING OF AWARD TABULATIONS

The selected bidder will be notified in writing of the City's intent to award a contract. Recommended awards will be available for review by interested parties at the Office of the Procurement Official.

19. CONTRACT.

City and Bidder will be contractually bound only if and when a written contract between the parties is executed. In the event a contract is not executed with the selected bidder, the City reserves the right to select the next "best value" Bidder based on the bid tabulation and to contract with said bidder.

20. COSTS.

All costs incurred by any party in responding to this Invitation to Bid are the sole responsibility of the Bidder.

21. PROTEST PROCEDURE

Protest procedures are provided in Section 66-151 of the City Code of Ordinances. A protest must be addressed to the Procurement Official, in writing, identifying the protester, the solicitation and the basis for the protest and must be received by the Procurement Official within seven (7) calendar days of the first date that the aggrieved person knew or should have known of the facts giving rise to the protest, but no later than seven (7) calendar days after the issuance of a Notice of Intent to Award. The protest shall be considered filed when it is received by the Procurement Official. Failure to file protest in accordance with the Procurement Ordinance shall constitute a waiver of said protest.

22. CITY IS DOCUMENT GATEKEEPER

This ITB is issued directly by the City and the City shall be the sole distributor of all addenda and/or revisions to these documents. It is the responsibility of the Bidder to confirm the legitimacy of procurement opportunities or notices directly with the Procurement Division. The City is not responsible for any solicitations advertised by subscriptions, publications, websites (other than the City's) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of West Palm Beach.



ITB 13-14-127
Prior Experience

The Contractor shall provide reference information for a minimum of three (3) painting projects at Water Treatment Plants, Wastewater Treatment Plants, or Lift Stations in the State of Florida. Prior Experience will need to be shown on Form (A1), Prior Experience Form.

A reference person must be someone who has personal knowledge of the Contractor's performance. The reference person must have been informed that they are being used as a reference as the City may check references.

NOTE: Failure to fully and accurately complete this Form A1 evidencing compliance with minimum requirements shall be grounds for disqualification of Contractor's bid. **Contractors not meeting all of the minimum requirements may be disqualified.** All decisions of the City are final.

Contractor Name: _____

PROJECT 1:

Name of Project: _____

Project Location: _____

Description of Project (including any elements unique to Water Treatment Plants, Wastewater Treatment Plants, or Lift Stations in Florida): _____

Describe the project elements listed below:

Types of paintings/coating applied: _____

Confined Space Environment and best practices for safety, disruptions, and material adhesion: _____

Experience working with Operations at the Treatment Facilities: _____

Project Budget vs. Completed Project Costs: _____

Project Schedule vs. Actual Completion Time: _____

Description of any Change Orders (including justification): _____

Project Litigation (if encountered): _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name: _____

Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

PROJECT 2:

Name of Project: _____

Project Location: _____

Description of Project (including any elements unique to Water Treatment Plants, Wastewater Treatment Plants, or Lift Stations in Florida): _____

Describe the project elements listed below:

Types of paintings/coating applied: _____

Confined Space Environment and best practices for safety, disruptions, and material adhesion: _____

Experience working with Operations at the Treatment Facilities: _____

Project Budget vs. Completed Project Costs: _____

Project Schedule vs. Actual Completion Time: _____

Description of any Change Orders (including justification): _____

Project Litigation (if encountered): _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name: _____

Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

PROJECT 3:

Name of Project: _____

Project Location: _____

Description of Project (including any elements unique to Water Treatment Plants, Wastewater Treatment Plants, or Lift Stations in Florida): _____

Describe the project elements listed below:

Types of paintings/coating applied: _____

Confined Space Environment and best practices for safety, disruptions, and material adhesion: _____

Experience working with Operations at the Treatment Facilities: _____

Project Budget vs. Completed Project Costs: _____

Project Schedule vs. Actual Completion Time: _____

Description of any Change Orders (including justification): _____

Project Litigation (if encountered): _____

Contract Amount: _____

Project Start Date: _____

Project End Date: _____

Owner/Contact Name: _____

Title: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Failure to fully and accurately provide the information required in Form A1 may result in disqualification of the Bid. All decisions of the City are final.



City of West Palm Beach

(A2)

**ITB 13-14-127
Master Contract for Painting Services**

Staff Experience

Bidder must insert resume of key personnel as **Form A2**

Failure to fully and accurately provide the information required in Form A2 may result in disqualification of the Bid. All decisions of the City are final.



BID PACKAGE COVER SHEET

ITB 13-14-127 Project Title: Master Contract for Painting Services

Bidder Company Name:

Enclose the following documents:

- _____ 1. Prior Experience. (A1)
- _____ 2. Staff Experience. (A2)
- _____ 3. Bid Package Cover Sheet. (B1)
- _____ 4. Bid (B2) **Must be signed**
- _____ 5. Schedule of Bid Items (B3) **Must be signed**
- _____ 6. Substitution Sheet (B4). If none, mark "None".
- _____ 7. Schedule of Subcontractors (B5). If none, mark "None".
- _____ 8. Contact Information (B6).
- _____ 9. Reference List (B7)
- _____ 10. Affidavit of Prime Bidder re Noncollusion (B8). Be sure to sign and notarize the signature.
- _____ 11. Drug Free Certification (B9)
- _____ 12. Trench Safety Compliance Form (B10)
- _____ 13. Subcontractor Listing (B11)
- _____ 14. Statement of Small Business Participation (B12) Attach small business certifications.
- _____ 15. Small Business - Letter of Intent (B13)
- _____ 16. Small Business - Good Faith Effort (B14) (only if required)
- _____ 17. Contractor's Material Suppliers (B15)
- _____ 18. Contractor's Existing and Proposed Workload (B16)
- ___N/A___ 19. Bid bond or deposit (if required)
- _____ 20. Copies of licenses, certifications and registrations

Clearly mark the outside lower left corner of the Envelope with the firm name, Invitation to Bid number and title, and the date and time for the bid closing deadline.

THIS PAGE AND THE FOLLOWING COLOR PAGES ARE TO BE RETURNED WITH YOUR BID.

Submit one (1) original, one (1) electronic version and three (3) photocopies of your Bid package.

AVOID BID REJECTION:

All bids must be submitted on the provided Bid forms (A1 – B16).

Forms B2 and B3 must be signed in ink by an officer authorized to bind the Bidder.

All Forms must be fully completed.



City of West Palm Beach

ITB Rev. 4-08

(B2)

BID

ITB 13-14-127

Proposal of: _____
(Bidder Company Name)

Bid Amount: \$ _____

(Write Dollar Figure Here)

Bidder agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor and other things necessary for the performance and completion of the work for the amount indicated above.

The undersigned Bidder hereby declares that:

1. No Lobbying. Proposer acknowledges that contact by a Proposer, or anyone representing a Proposer, regarding this ITB with the Mayor, any City Commissioner, officer, City employee, other than an employee of the West Palm Beach Procurement Division, is grounds for disqualification.
2. This bid is made in good faith, without collusion or fraud and is fair and competitive in all respects.
3. The Bidder has carefully and to his full satisfaction examined the attached Scope of Work, Special Terms, General Conditions, technical specifications, and form of bonds, if applicable, together with the accompanying plans, and Bidder has read all issued addenda issued.
4. Bidder has made a full examination of the site and is familiar with the site conditions that may impact its performance.
5. There is enclosed a bid guarantee consisting of five percent (5%) of bid price in the amount of \$_____ N/A_____.
6. Upon receipt of a Notice of Intent to Award the contract the Bidder shall: 1) commence obtaining a Performance Bond, Labor and Material Bond, and Certificate(s) of Insurance immediately after receiving a Notice of Intent to Award, and 2) immediately obtain a Certificate of Registration for engaging in business from the City, as such documents will be required prior to execution of a Contract.
7. Bidder understands that the contract time starts on the date of Notice to Proceed.
8. Bidder furthermore agrees that, in case of failure on his part to execute a Contract and provide all required documents within ten (10) calendar days of receipt of the Contract for execution, the City may withdraw the offer and contract with another bidder and the check, bond, or other security accompanying his bid and the money payable thereon, shall become the property of the City, by forfeit as agreed and liquidated damages.
9. The Bidder states that this bid is the only bid for this project in which Bidder is interested; and Bidder shall not be a subcontractor or sub-subcontractor on this project.
10. Final completion shall be in __TBD__ (__) calendar days.
11. Liquidated damages for delay are agreed to be \$__TBD__ per calendar day.
12. Small Business participation for this project is 15%.

13. Bidder shall be responsible for all permitting fees and utility service connection fees. For construction of a building, the City shall be responsible for plan and permit review fees through its Construction Services Department.

14. All debris is to be legally disposed of at a licensed disposal site in accordance with city, state, and federal standards.

15. The City reserves the right to select and include one or more alternates in the Project and work.

16. The following officer, director or agent of the Bidder is also an employee of the City of West Palm Beach:

Name

Address

17. The following employee(s) of the City of West Palm Beach hold, either directly or indirectly, an interest of 10% or more of Bidder or its affiliates or subsidiaries:

Name

Address

18. Bidder and all affiliates, suppliers, subcontractor or consultants who will perform the Work have not been placed on the Public Entity Crimes convicted vendor list maintained by the State of Florida within the 36 months immediately preceding the date of this Bid.

19. Bidder acknowledges that ADDENDA NO(S). _____ have been RECEIVED and are ATTACHED HERETO and are signed by a duly authorized officer of Bidder.

20. By signing and submitting this Bid, Bidder represents that all Bid Forms are fully complete and accurate.

21. Bidder acknowledges that the Bid may be rejected if all Bid Forms are not fully complete, not accurate or if forms are not signed by properly authorized signatures where required.

Bidder Company Name: _____

Business Address: (Street, City, State, Zip Code) _____

State of Incorporated: _____ Telephone: _____ Fax: _____

BIDDER:

Signature of Official authorized to bind Bidder.

Print Name: _____

Title: _____

Date: _____

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.



City of West Palm Beach

ITB Rev. 4-08

(B3)

SCHEDULE OF BID ITEMS

ITB 13-14-127

PROJECT TITLE: Master Contract for Painting Services

PLEASE SEE EXCEL WORKSHEET ATTACHED.



ITB 13-14-127

SUBSTITUTION SHEET

This form must be completed if Bidder proposes to deviate from any contract requirements including, but not limited to, proposed material specifications, proposed method, construction schedule, or phasing plan. Associated "Add" or "Deduct" must be provided.

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____
			\$ _____	\$ _____



City of West Palm Beach
ITB 13-14-127

ITB Rev. 4-08
(B5)

SCHEDULE OF SUBCONTRACTORS

Failure to fully complete form may result in bid rejection.

The following is a complete list of all subcontractors utilized for this project:

			Dollar amount of subcontract work
1.	(company name) (address) (zip code)	(type of work) (tel. #) (federal I.D. #)	\$
2.	(company name) (address) (zip code)	(type of work) (tel. #) (federal I.D. #)	\$
3.	(company name) (address) (zip code)	(type of work) (tel. #) (federal I.D. #)	\$
4.	(company name) (address) (zip code)	(type of work) (tel. #) (federal I.D. #)	\$
5.	(company name) (address) (zip code)	(type of work) (tel. #) (federal I.D. #)	\$

Total dollar amount to be awarded to subcontractors (this page)

\$

ITB 13-14-127

SCHEDULE OF SUBCONTRACTORS (continued if necessary)

6.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	
	_____	_____	
7.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	
	_____	_____	
8.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	
	_____	_____	
9.	_____	_____	\$ _____
	(company name)	(type of work)	
	_____	_____	
	(address)	(tel. #)	
	_____	_____	
	(zip code)	(federal I.D. #)	
	_____	_____	

Total dollar amount to be awarded to Subcontractors

\$ _____

Authorized Signature: _____

Note: The above schedule of subcontractors will become a part of the Contract documents. Changes made to the above schedule of subcontractors after the contract has been executed must be submitted in writing to the Engineering and Public Works Department for approval prior to that subcontractor performing any work.



City of West Palm Beach

ITB Rev. 4-08

(B6)

ITB 13-14-127

CONTACT INFORMATION

PRIME BIDDER:

Name of Firm: _____

Company Official: _____
Print Name Title

Address: _____

Email: _____

Telephone: () _____

Fax: () _____

Is Company certified as a Small Business with the City or Palm Beach County? ☐ Yes ☐ No
If yes, attach copy of Small Business Certification.

Full Time General Superintendent _____

Full Time General Foreman _____

FEIN Number: _____ (Required)

City License: **(COPY OF CITY REGISTRATION OR BUSINESS TAX RECEIPT –MUST BE OBTAINED PRIOR TO CONTRACT EXECUTION – Maybe obtained from City Construction Services)**

Failure to fully or accurately complete this form may be cause for rejection of the bid.



City of West Palm Beach

(B7)

ITB 13-14-127

LIST OF REFERENCES

1. Owner's Name & Address: _____

Project: _____

Contact Person _____

Telephone: () _____ Fax: () _____ E-Mail: _____

2. Owner's Name & Address: _____

Project: _____

Contact Person _____

Telephone: () _____ Fax: () _____ E-Mail: _____

3. Owner's Name & Address: _____

Project: _____

Contact Person _____

Telephone: () _____ Fax: () _____ E-Mail: _____

4. Owner's Name & Address: _____

Project: _____

Contact Person _____

Telephone: () _____ Fax: () _____ E-Mail: _____

The foregoing Affidavit of Bidder regarding Non-Collusion and Public Entity Crime was acknowledged before me this _____ (Date)

by: _____

_____ who is personally known to me or

_____ who has produced _____ as identification

and who did / (did not) take an oath.

Notary Public (prints & sign name)

Commission No. _____



City of West Palm Beach

(B9)

DRUG FREE WORKPLACE CERTIFICATION

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 violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' 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 this bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities, or contractual services that are under bid, the employee will abide by the terms of the statement, and will notify the employer of any conviction of, or plea of guilty, or *nolo contendere* to any violation of Chapter 1893, or of any controlled substance law of the United States, or any State, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance, or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Authorized Signature

Print Name

Date



City of West Palm Beach
FLORIDA TRENCH SAFETY COMPLIANCE

(B10)

This form is required where Contractor will perform trench excavation which exceeds a depth of 5 feet.

- ☐ ***If Not Applicable – Check this Box and sign below.***

In accordance with the Florida Trench Safety Act, F.S. 553.63, Bidder acknowledges:

1. The trench safety standards applicable to this bid and contract are either:
 - ☐ Included in the specifications for this bid or
 - ☐ Are identified as: _____
2. Bidder will comply with all applicable trench safety standards and any special shoring requirements applicable to the Project.
3. Included in the various items of the Bid and in the Total Bid Price are costs for complying with the Florida Trench Safety Act, which costs are summarized below.

Note: Included in the various bid items on Form B3 are costs for compliance with trench safety standards, including sheeting and shoring. Costs on this Form B10 shall be consistent with Form B3. The bid items for trench safety compliance on Form B3 must equal the total amount for trench safety compliance indicated below.

	Trench Safety Measure (Description)	Cost per Linear Foot	Linear Feet	Extended Cost
A.	_____	_____	_____	_____
B.	_____	_____	_____	_____
C.	_____	_____	_____	_____
	Shoring Safety Measure (Description)	Cost per Square Foot	Square Feet	Extended Cost
D.	_____	_____	_____	_____
E.	_____	_____	_____	_____
F.	_____	_____	_____	_____

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING REJECTED.

Bidder Firm: _____

Authorized Signature: _____

Date: _____

**Procurement Division/Small Business Program**

401 Clematis Street, 5th Floor
West Palm Beach, Florida 33401-4702

Tel: 561-822-2100

Fax: 561-822-1564

Website: www.wpb.org/purchasing/sbiz

(B11)**Form SB02**

Subcontractors Listing

Bidder/Proposer's Name: _____ Telephone No. _____

ITB or RFP Title: Master Contract for Painting Services ITB or RFP No.: 13-14-127

NOTE: List **all subcontractors** you invited to bid on this project, whether they were selected or not, including those identified on the Schedule of Subcontractors. **Submit this form with your bid.** Use additional sheets if necessary.

Company Name	Work To Be Performed	Contact Person	Telephone Number
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____

Print Preparer's Name: _____ Title: _____

Signature: _____ Date: _____



Procurement Division/Small Business Program

401 Clematis Street, 5th Floor

West Palm Beach, FL 33401-4702

Tel. (561) 822-2100

Fax (561) 822-1564

Website: www.wpb.org/purchasing/sbiz

(B12)

Form SB01

Statement of Small Business Participation

Instructions: List all Small Businesses that will participate on this project/contract. Only City certified small businesses and Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal established for this project/contract. Submit this form with your bid/proposal.

SECTION I. General Information

Bidder or Proposer's Name: _____

Preparer's Name: _____ Title: _____

Master Contract for Painting Services

ITB or RFP Title: _____ Project Number: _____

ITB or RFP Number: 13-14-127 SB Goal (if established): _____ %

Total Base Project/Contract Amount: \$ _____

SECTION II. Small Business Participation

The firm(s) listed below have agreed to participate in this project or contract.

Subcontractor Name	Item Description or Work/Service to be performed	Dollar Value	Percent of Dollar Value/Base Bid	Percent of Dollar Value Total Bid
1. _____	_____	\$ _____	_____ %	_____ %
2. _____	_____	\$ _____	_____ %	_____ %
3. _____	_____	\$ _____	_____ %	_____ %
4. _____	_____	\$ _____	_____ %	_____ %
5. _____	_____	\$ _____	_____ %	_____ %
6. _____	_____	\$ _____	_____ %	_____ %
TOTAL		\$ _____	_____ %	_____ %

Preparer's Signature: _____ Date: _____


Procurement Division/Small Business Program
401 Clematis Street, 5th Floor

West Palm Beach, FL 33401-4702

Tel. (561) 822-2100

Fax (561) 822-1564

Website: www.wpb.org/purchasing/sbiz**(B13)****Form SB03**

Letter of Intent

Instructions: The Bidder/Proposer will complete Section I. The Small Business subcontractor will complete Sections II and III. It is the responsibility of the bidder/Proposer to verify that the undersigned is a City Certified Small Business. **Only City of West Palm Beach or Palm Beach County Office of Small Business Assistance (PBC-OSBA) certified Small Businesses can be used to meet the goal** established for this project/contract. This completed form will be required before contract award. **Please note: This form is required for each certified Small Business selected.**

SECTION I. General Information

Proposer's Name: _____

ITB or RFP Title: Master Contract for Painting ServicesITB or RFP Number: 13-14-127
SECTION II. Small Business Participation

The undersigned intends to perform the following work pertaining to the above project:

Item No.	Item Description or Work to be Performed	Contract Amount
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

SECTION III. Information on the Small Business

Small Business Name: _____

Preparer's Name: _____ Title: _____

Signature: _____ Date: _____

City of West Palm Beach
ITB 13-14-127

(B15)**CONTRACTOR'S MATERIAL SUPPLIERS**

List all material suppliers that Bidder intends to use on this project. Include additional pages as required.
Failure to fully and accurately complete this form may result in the disqualification of the Bid.

Name of Suppliers	Types of Material to be Provided	Total Contract Amount including Sales Tax	Total Sales Tax

City of West Palm Beach
ITB 13-14-127

(B16)

Contractor's Existing and Projected Workload Form

List all major projects your firm has in process, giving the name of project, owner, engineer, contract amount, percent complete, and scheduled completion date. Include additional pages as required.

Failure to fully and accurate complete this form may result in disqualification of the Bid.

Project Name	Owner	Engineer	Contract Amount	Percent Complete	Scheduled Completion Date



SAMPLE

MASTER SERVICES AGREEMENT

Painting Services

Contract No. _____

Provider Name. _____

Provider Address: _____

Email: _____

Telephone: _____

FEI/EIN # _____

Services: The Services shall include: _____

_____;

☐ A detailed description of the Services is attached as Exhibit _____. If a quote/proposal is attached, only new or additional terms which are identified above are included in this Agreement. Terms of the quote not addressed in this Agreement are not made part of this Agreement. In the event of a conflict, this Agreement controls.

City Procurement (RFP/ITB/ or Quote) No. _____

☐ Provider's Proposal/quote is attached as Exhibit _____.

Special Terms: _____

☐ Additional Special Terms are attached as Exhibit _____.

Equipment /Systems Involved (if applicable): _____

Work Orders: Services will be requested by City via work order. Work orders will be issued by City on an as-needed basis. Each work order will detail the specific scope of work, schedule for completion and compensation based on the unit prices contained in this Agreement. No work is authorized until a work order is fully executed by the City. Any amendment to a work order is not effective and not authorized until such amendment is fully executed by the City. All terms and conditions of this Agreement will be applicable to each Work Order. Upon completion of Work Order task, the Provider will submit an individual invoice, a copy of the Work Order and the appropriate completed Small Business participation form. No minimum quantity of work orders nor minimum amount of compensation is guaranteed under this Agreement. No Work Order may be issued for Services to be completed after the expiration of this Agreement. The form of City's work order is attached to this Agreement as **Exhibit ____**.

Work Order Completion: Work Orders shall be completed within the time indicated for each Work Order.

Fee; Unit Prices: The Fee for each individual work order shall be specified in the work order and shall be based on the unit prices shown in **Exhibit ____**.

Small Business Goal: 15% - aggregate of all work orders

Accounts Payable Information: If "Remit To" address differs from Provider address above, provide

Remit To Address: _____

THIS AGREEMENT ("Agreement") is made by and between the **PROVIDER** identified above and the **City of West Palm Beach** ("City"), 401 Clematis Street, West Palm Beach, FL 33401,

In consideration of the covenants and conditions set forth in this Agreement, the Provider and City agree as follows:

1. **Services.** City will issue Work Orders for Services under this Master Agreement. Provider shall provide all equipment, materials and labor necessary to provide the services described above, and in more detail in each Work Order (the "Services"). Provider shall render the Services in a diligent, careful and thorough manner consistent with good business practice. Time shall be of the essence with respect to all matters set forth in this Agreement. The Services shall be completed, to the City's satisfaction, in accordance with the time frames established in each Work Order.

2. **Fee.** The City shall pay Provider, for Services completed satisfactorily, the Fee indicated on each Work Order, based on the unit prices under this Agreement (the "Fee"). The Fee shall be the sole compensation paid to Provider in connection with the rendition of the Services and the performance of any and all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Provider. The Fee established in each duly executed Work Order shall be the only basis for payment to Provider by the City.

3. **Invoices.** Invoices must identify the PO number and shall be submitted to:
West Palm Beach Finance Department
Attn: Accounts Payable
P.O. Box 3366
West Palm Beach, FL 33402-3366.

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. **Provider shall provide W-9 to City with first invoice.**

4. **Payment.** Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Provider, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Provider of liability for the defective, faulty or incomplete rendition of the Services.

5. **Term.** This Agreement shall remain in effect for three (3) years from the date of execution of this Agreement by the City. The City shall execute this Agreement last. This Agreement may be extended for two (2) additional terms of one (1) year each; provided a written Amendment to this Agreement is executed by the parties. The term extension is optional for the parties and nothing in this Agreement gives Provider a right to any term extension.

6. **Representations, Warranties and Covenants of Provider**

6.1 **Authority.** Provider hereby represents and warrants to the City that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

6.2 **Duly Licensed.** Provider represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

6.3 **No Contingency.** Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Provider, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

7. **Standard of Care.** The standard of care for all Services performed or furnished by Provider under this Agreement will be superior to the care and skill ordinarily used by members of Provider's profession practicing under similar circumstances or at the same time and in the same locality.

8. **Compliance with Laws.** In the conduct of the Services under this Agreement, Provider shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations, including ethics and procurement requirements.

9. **Independent Contractor.** It is specifically understood that Provider is an independent contractor. *If Provider is an individual:* (i) Provider is not an employee of the City; (ii) this Agreement is not a contract of employment and that no relationship of employer/employee or principal/agent is or shall be created nor shall exist by reason of the performance of the Services under this Agreement; (iii) Provider will not be eligible to participate in any employee benefit maintained by the City; (iv) Provider will not be covered by the City's workers' compensation insurance; (v) Provider will be solely and exclusively responsible for payment of all taxes due in respect of all compensation and/or other consideration received by Provider under this Agreement. *If Provider is a business firm:* (i) Provider acknowledges that its employees will not be covered by the City's workers' compensation insurance; (ii) Provider shall be responsible for social security, unemployment and

disability taxes and all other payroll taxes due with respect to Provider's employees who provide Services under this Agreement; (iii) Provider shall have no authority to bind City to any contractual or other obligation whatsoever; (iv) Provider shall be responsible to the City for all work or services performed by Provider, its employees, agents, or subcontractors under this Agreement.

10. Right to Audit. Provider shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The City shall have the right to audit Provider's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City under this Agreement. Provider shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Provider to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Provider and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Provider within 45 days from presentation of City's findings to Provider. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by the City.

11. Property Rights. Any work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the Services or obtained in the performance of this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of such Services. Upon delivery to the City of said work product, the City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Provider will not copyright any material or work product developed under this Agreement. Any reuse of Provider's prepared documents by the City, except for the specific purpose intended hereunder, will be at City's sole risk and without liability or legal exposure to Provider or its sub-Providers.

12 Insurance. Provider shall purchase from and maintain during the term of the Services, and all applicable statutes of limitation periods, the following insurance:

(a) **Comprehensive General Liability** insurance in an amount not less than \$1,000,000.00 Combined Single Limit per each occurrence and \$1,000,000 aggregate, with bodily injury limits, which may not be subject to a self-insured retention or deductible exceeding \$25,000.

(b) **Worker's Compensation and Employer's Liability Insurance** with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee" unless an opt-out letter in conformance with Florida Statutes, Chapter 440, has been provided to the City.

☐ Provider is the sole owner and/or employer with less than four non-construction employees and opts out of workers' compensation coverage under Florida Chapter 440. Provider understands that Provider must comply with Sec. 440.055, F.S., and other applicable regulations. Provider is an independent contractor.

Provider Signature

(c) **Automobile Liability:** Not less than \$1,000,000.00 for injuries per person in any one accident or occurrence and \$1,000,000.00 in the aggregate for injuries per occurrence or accident, with \$100,000.00 for property damage in any one accident or occurrence. May not be subject to a self-insured retention or deductible exceeding \$10,000.

Self-insurance shall not be acceptable. All insurance policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a best's rating of A- VI or better.

Additional Insured: All liability insurance policies shall name and endorse the following as additional insured(s): the City of West Palm Beach and its commissioners, officers, employees and agents.

Certificate of Insurance: Provider shall provide the City Risk Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required prior to the commencement of Services. It is the Provider's responsibility to ensure that the City's Risk Manager and the Department both have a current Insurance Certificate and endorsements at all times.

If Provider's insurance policy is a claims made policy, Provider shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of this Agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

The provisions of this section shall survive beyond the expiration or termination of this Agreement.

13. Indemnity. Provider agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its commissioners, officials, employees or agents arising out of or incidental to or in any way connected with Provider's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Provider in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Provider's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Provider. This indemnification includes, but is not limited to, the performance of this Agreement by Provider or any act or omission of Provider, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Provider agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Provider under this indemnification provision. To the extent considered necessary by the City, any sums due Provider under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Provider to indemnify the City for City's own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of the City as set forth in Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

14. Termination.

14.1 The City shall have the right to terminate any Work Order and/or this Agreement, in whole or in part, with or without cause, and for its convenience, upon five (5) calendar days written notice to Provider. In the event of termination, the City shall compensate the Provider for all authorized Services satisfactorily performed through the termination date under the payment terms contained in this Agreement.

14.2 Provider shall immediately deliver all documents, written information, electronic data and other materials concerning City projects in its possession to the City and shall cooperate in transition of its consulting duties to appropriate parties at the direction of the City.

14.3 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

15. Warranty. Provider shall warrant that the Services shall be free from improper workmanship and/or defective materials for one (1) year from completion.

16. Notices. Notices required hereunder shall be given by written notice sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, if to the City, to P.O. Box 3366, West Palm Beach, FL 33402, attention: City Administrator, and if to Provider, to the address set forth above.

17. Taxes. Provider understands that in performing the Services for the City, Provider is not exempt from paying sales tax to Provider's suppliers for materials required for Provider to perform under this Agreement. Provider shall not be authorized to use City's tax exemption number for purchasing supplies or materials.

18. Availability of Funds. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the City may terminate this Agreement upon no less than twenty-four (24) hours notice to Provider. The City shall be the sole and final authority as to the availability of funds.

19. Lobbying Certification. Provider certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

20. Non Discrimination. Provider shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

21. Assignment. This Agreement requires the skills and experience of Provider and may not be assigned by Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

22. Force Majeure. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

23. Ethics; Conflict of Interest.

23.1 Provider represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

23.2 Provider represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

23.3 Provider represents that it does not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, or member of any board, committee or agency of the City.

23.4 Provider represents that it does not employ, directly or indirectly, any official of the City. Provider represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Provider.

23.5 Provider represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any City agency, any employee of the City or any City agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Provider or its business.

23.6 Provider represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. Provider further represents that no person having any interest shall be employed or engaged by it for said Services.

23.7 Provider, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Provider's exercise of judgment or quality of the Services being provided under this Agreement. Provider, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City and/or its agencies under this Agreement.

23.8 In the event Provider is permitted to utilize subcontractors to perform any services required by this Agreement, Provider agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

24. Public Entity Crimes Act. Provider represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Provider and its subcontractors under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

25. Unauthorized Aliens/Patriots Act. The knowing employment by Provider or its sub-contractors of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement which results in unilateral termination. Provider further represents that it is not in violation of any laws relating to terrorism or money laundering, including Executive Order No. 13224 on Terrorist Financing and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56., the "Patriot Act").

26. Small Business Requirements. Provider shall comply with the City's Small Business Ordinance set forth in Chapter 66 of the Code of Ordinances of the City of West Palm Beach, which is incorporated herein by this reference. Provider shall comply with the small business commitment contained in Provider's Proposal. Provider shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the City to inspect and audit such records.

27. Public Records Law. Provider shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Provider in conjunction with this Agreement. Failure by the Provider to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the City.

28. Governing Law. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Provider submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Provider agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. 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.

29. Severability. In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected

and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

30. Waiver. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

31. Headings. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

32. Inspector General. Provider 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 this contract, and may demand and obtain records and testimony from Provider and its subcontractors and lower tier subcontractors. Provider understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Provider or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

33. Entire Agreement; Exhibits; Amendment. Any Exhibits attached to this Agreement are incorporated into the terms and conditions of this Agreement. In the event of any conflict between this Agreement and any Exhibits, this Agreement governs. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter. This Agreement may only be modified by written amendment executed by the City and Provider.

34. Controlling Provisions. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the Procurement Solicitation and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the Procurement Solicitation; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

35. Digital Signature. The parties to this Agreement may agree to execute this Agreement, and all subsequent amendments or modifications to it, by digital signature, in accordance with Ch. 668, Fla. Stat.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below.

PROVIDER

By: _____

Print Name: _____

Title: _____

CITY OF WEST PALM BEACH

By: _____

Geraldine Muoio, Mayor

Attest: _____

City Clerk

Date: _____, 20____

CITY ATTORNEY'S OFFICE

Approved as to form and legality

By: _____

SAMPLE



CITY OF WEST PALM BEACH
Master Services Work Order
Work Order No. _____

Contract No. _____

Services Type: _____

Provider: _____

1. **Services/ Task / Project:** A detailed scope of work to be performed under this Work Order is attached as **Exhibit A**.
2. **Schedule:** The Contractor shall commence services under this Work Order on the date indicated in the Notice to Proceed and fully complete said Work in accordance with **Exhibit** _____.
3. **Compensation:** The total amount to be paid to the Contractor by the City under this Work Order, based upon the unit prices/ rates set forth in the Contract, shall not exceed the sum of _____ (\$_____). A detailed schedule of values is attached as **Exhibit** _____.
4. **Small Business:** The small business commitment for this Work Order is _____%.
5. **Insurance:** Provider hereby confirms that it maintains the insurance coverages required under the Contract and that certificates of insurance evidencing current policies are on file with the City as of the date of this Work Order.
6. **Contract Reference:** This Work Order shall be performed under the terms and conditions described within _____ the _____ master _____ contract/agreement _____ titled _____ dated _____ by and between the City of West Palm Beach and the Provider named above.

PROVIDER : _____

CITY OF WEST PALM BEACH

By: _____

Geraldine Muoio, Mayor

Print Name: _____

Date: _____, 20____

ATTEST: _____
City ClerkCITY ATTORNEY'S OFFICE
Approval as to form and legality
By: _____

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 087-2017: A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving an Interlocal Agreement Between Palm Beach County and the Town of Palm Beach for the Reimbursement of Emergency Medical Services (EMS) Grant Equipment and Authorizing the Application for Funds from the Palm Beach County EMS Program in the Amount of \$25,000 and Establishing a Budget of \$25,000 in Fiscal Year 2017 to be Used for the Purchase of One (1) Laerdal Sim-Man ALS Manikin and Accessories for the Improvement of Training Paramedics; and Authorizing the Town Manager to Execute This Purchase on Behalf of the Town; Such Funds Shall Not Supplant Existing EMS Budget.

Presenter

Kirk W. Blouin, Director of Public Safety

ATTACHMENTS:

- ▣ **Memorandum Dated May 31, 2017 from Kirk W. Blouin, Director of Public Safety**
- ▣ **Resolution No. 087-2017**
- ▣ **Interlocal Agreement - Palm Beach County**
- ▣ **Laerdal Quote**
- ▣ **Sole Source Document**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Kirk W. Blouin, Director of Public Safety

Re: Palm Beach County Emergency Medical service grant reimbursement
Resolution No: 087-2017

Date: May 31, 2017

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the Palm Beach County Emergency Medical Service grant request.

GENERAL INFORMATION

This grant program is administered under section 163.01, Florida Statutes. The Department of Health, Bureau of Emergency Medical Services (DOHEMS) is authorized by chapter 401, part II, Florida Statutes, to dispense grant funds. Forty five percent (45%) of these funds are made available to the 67 Boards of County Commissioners throughout the State to improve and expand pre-hospital Emergency Medical Services in their county.

The prehospital EMS projects may include, but not be limited to, increasing existing levels of EMS, evaluation, community education, injury-prevention programs, training in cardiopulmonary resuscitation and other lifesaving and first aid techniques.

Palm Beach Fire Rescue is requesting one (1) Laerdal SimMan ALS Manikin and accessories to be used for Paramedic training. SimMan ALS provides a mobile, durable solution that will meet the training needs of pre-hospital emergency care providers - from basic assessment to advanced life-support skills. Palm Beach Fire Rescue currently uses a simulated patient from this manufacturer. Purchasing a nearly identical SimMan would allow parts interchangeability and familiarity in training and maintenance. The County agrees to reimburse the Town from its 2016-2017 EMS state grant funds for the purchase, and the Town agrees to accept the said reimbursement under the terms and conditions of the EMS State grant.

FUNDING/FISCAL IMPACT

Fire-Rescue will use the Grant Equipment (001.40.417.526.60.64.09) to fund the project cost of the grant request. The Town of Palm Beach portion of the grant is \$0.00 with up to \$25,000 (100%) funding received from approved Palm Beach County Emergency Medical service grant

reimbursement program.

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.

DB

Attachment: Palm Beach County Emergency Medical Service grants reimbursement agreement.

cc: Jane Struder, Director of Finance
Darrel Donatto, Deputy Fire Rescue Chief
Dean Mealey, Purchasing Manager
John Randolph, Town Attorney

RESOLUTION NO. 087-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF PALM BEACH FOR THE REIMBURSEMENT OF EMERGENCY MEDICAL SERVICES (EMS) GRANT EQUIPMENT AND AUTHORIZING THE APPLICATION FOR FUNDS FROM THE PALM BEACH COUNTY EMS PROGRAM IN THE AMOUNT OF \$25,000 AND ESTABLISHING A BUDGET OF \$25,000 IN FISCAL YEAR 2017 TO BE USED FOR THE PURCHASE OF ONE (1) LAERDAL SIM-MAN ALS MANIKIN AND ACCESSORIES FOR THE IMPROVEMENT OF TRAINING PARAMEDICS; AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THIS PURCHASE ON BEHALF OF THE TOWN; SUCH FUNDS SHALL NOT SUPPLANT EXISTING EMS BUDGET.

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 powers 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, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, The Department of Health, Bureau of Emergency Medical Services (DOHEMS) is authorized by Chapter 401, Part II, Florida Statutes, to dispense grant funds. Forty-five percent (45%) of these funds are made available to the 67 Boards of County Commissioners (BCCs) throughout the State to improve and expand pre-hospital Emergency Medical Services (EMS) in their county; and

WHEREAS, DOHEMS County grants are only awarded to Boards of County Commissioners (BCC), however, each BCC is encouraged to assess its countywide EMS needs and establish priorities before submitting a grant application; and

WHEREAS, the COUNTY may reimburse and disburse the State trust funds to licensed emergency medical providers; and

WHEREAS, the COUNTY agrees to reimburse the TOWN from its FY2016-2017 EMS State grant funds for the purchase of one (1) Laerdal ALS SimMan Manikin and accessories and the Town agrees to accept said reimbursement under the terms and conditions of the EMS State grant and this Agreement.

WHEREAS, the total amount to be paid by the COUNTY from its FY2016-2017 EMS grant funds for the purchased EMS Equipment as reimbursement to the TOWN under this Agreement shall not exceed a total amount of twenty-five thousand dollars (\$25,000.00).

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 approves the Interlocal Agreement between Palm Beach County and the Town of Palm Beach for the reimbursement of Emergency Medical Services grant equipment and authorizes the acceptance of the Palm Beach County Emergency Medical Service grant request for the purchase of one (1) Laerdal ALS SimMan Manikin and accessories not to exceed a total amount of Twenty-five thousand dollars (\$25,000.00).

Section 2. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the purchase of said equipment to be used for the improvement and expansion of EMS services for the town.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 13th day of June, 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, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member

INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY AND THE TOWN OF PALM BEACH FOR THE
REIMBURSEMENT OF EMERGENCY MEDICAL SERVICES GRANT EQUIPMENT

THIS INTERLOCAL AGREEMENT (“Interlocal Agreement” or “Agreement” or “contract”) is made as of the ____ day of _____, 2017, by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as COUNTY), and the TOWN of Palm Beach a municipal corporation of the State of Florida (herein referred to as the TOWN), each one constituting a public entity as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH

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 powers 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, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, The Department of Health, Bureau of Emergency Medical Services (DOHEMS) is authorized by Chapter 401, Part II, Florida Statutes, to dispense grant funds. Forty-five percent (45%) of these funds are made available to the 67 Boards of County Commissioners (BCCs) throughout the State to improve and expand pre-hospital Emergency Medical Services (EMS) in their county; and

WHEREAS, DOHEMS County grants are only awarded to Boards of County Commissioners (BCC), however, each BCC is encouraged to assess its countywide EMS needs and establish priorities before submitting a grant application; and

WHEREAS, the COUNTY may reimburse and disburse the State trust funds to licensed emergency medical providers; and

WHEREAS, the COUNTY agrees to reimburse the TOWN from its FY2016-2017 EMS State grant funds for the purchase of **one (1) adult simulation lab** (“EQUIPMENT” or “EMS equipment”) and the TOWN agrees to accept said reimbursement under the terms and conditions of the EMS State grant and this Agreement.

Now, therefore, in consideration of the mutual promises contained herein, COUNTY and TOWN agree as follows:

ARTICLE 1 – RECITALS

The above recitals are true, correct and incorporated herein.

ARTICLE 2 - REPRESENTATIVE/MONITORING POSITION

The COUNTY'S representative/Agreement monitor during the term of this Agreement shall be Sally Waite, whose telephone number is (561) 712-6484.

The TOWN'S representative/contact monitor during the term of the Agreement shall be David Burke whose telephone number is (561) 838-5420.

ARTICLE 3 - PAYMENT TO TOWN

The total amount to be paid by the COUNTY from its FY2016-2017 EMS grant funds for the purchased EMS Equipment as reimbursement to the TOWN under this Agreement shall not exceed a total amount of twenty five thousand dollars (\$25,000.00).

The TOWN shall purchase the EQUIPMENT and submit the required documentation for reimbursement (referenced in Article - 4) to the COUNTY Representative at least ninety (90) days before the expiration of the FY2016-2017 EMS State Grant. Approved documentation will be processed by the County Finance Department for payment to the TOWN.

ARTICLE 4 - GRANT PROGRAM REQUIREMENTS

TOWN SHALL:

- A. Comply with general requirements, and conditions of the State EMS County Grant Program.
- B. Submit to the COUNTY Representative on or before September 30, 2017 copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Finance Department to establish that the purchase of the EQUIPMENT was incurred by the TOWN.
- C. Immediately return the purchased EQUIPMENT to the COUNTY, should the TOWN cease to operate its pre-hospital emergency medical services during the life of the equipment.
- D. Submit a training report to the COUNTY'S Division of Emergency Management to include a sign in sheet, date, title and contact number of the persons trained for the EQUIPMENT, if applicable within 90 days of the effective date of this Agreement. This report shall include all of the necessary training provided for the EQUIPMENT and will be the responsibility of the TOWN purchasing the EQUIPMENT to provide the training. TOWN'S failure to satisfactorily complete the training in the timeframe provided shall constitute a breach of contract. As such, COUNTY may terminate this Agreement and demand return of the EQUIPMENT.

ARTICLE 5 – LIABILITY/INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence. To the extent permitted by law, and without waiving sovereign immunity beyond the limits set forth at Sec. 768.28, Florida Statutes, the TOWN agrees to indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the TOWN'S use, care and maintenance of the EQUIPMENT.

ARTICLE 6 – FILING

A copy of this Interlocal Agreement will be filed with the Clerk of Circuit Court in and for Palm Beach County.

ARTICLE 7 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Agreement is contingent upon annual appropriations from the FY2016-2017 EMS State grant funds. On-going costs for EMS, maintenance and replacement of the EQUIPMENT is the responsibility of the TOWN and will not be funded under this grant program. Such costs remain the responsibility of the TOWN. The COUNTY shall have no further obligation to the TOWN, or any other person or entity.

ARTICLE 8 – REMEDIES

This Interlocal Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Interlocal Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such 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, 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.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or the TOWN.

ARTICLE 9 – ARREARS

The TOWN shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any Interlocal Agreement, debt, obligation, judgment, lien, or any form of indebtedness. The TOWN further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Interlocal Agreement.

ARTICLE 10 - ACCESS AND AUDITS

The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the TOWN'S place of business.

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. 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.

ARTICLE 11 – NONDISCRIMINATION

The TOWN 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, gender identity and expression or genetic information.

TOWN has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R-2014-1421, as amended, or in the alternative, if TOWN does not have a written non-discrimination policy, it has acknowledged through a signed statement provided for COUNTY affirming their non-discrimination policy conforms to R-2014-1421, as amended.

ARTICLE 12- AUTHORITY TO PRACTICE

The TOWN hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct pre-hospital emergency medical services during the life of the equipment. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 13 – SEVERABILITY

If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 14 – NOTICE

All notices required in this Interlocal Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Sally Waite, EMS Manager
20 South Military Trail
WPB, FL 33401

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave. – 6th Floor
WPB, Florida 33405

If sent to the TOWN, notices shall be addressed to:

David Burke
300 North County Road
Palm Beach, FL 33480

ARTICLE 15 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the TOWN agree that this Interlocal Agreement sets forth the entire Interlocal Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 16 - EXPIRATION OF INTERLOCAL AGREEMENT

This Interlocal Agreement shall automatically expire in five (5) years or upon the expiration of the life of the EQUIPMENT, whichever comes first, in accordance with the State EMS County Grant Program. At such time, the TOWN may dispose of said EQUIPMENT as surplus property with no further municipal purpose.

ARTICLE 17 - EFFECTIVE DATE

This Interlocal Agreement shall become effective when signed by both the COUNTY and the TOWN.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Interlocal Agreement on behalf of the COUNTY and TOWN has hereunto set its hand the day and year above written.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

TOWN OF PALM BEACH

By: _____
Verdenia C. Baker
County Administrator

By: _____
TOWN Representative

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By _____
County Attorney

By _____
TOWN Attorney

APPROVED AS TO TERMS
AND CONDITIONS

APPROVED AS TO TERMS
AND CONDITIONS

By _____
Division Director

By _____
TOWN Representative



Laerdal®
helping save lives

Laerdal Medical Corporation
167 Myers Corners Road
Wappingers Falls, NY 12590
Fax Order To: (800)227-1143
Phone Order To: 877-Laerdal
Tax ID: 13-2587752

TERRITORY MANAGER
Javier Argamasilla
(800) 648-1851x2262
javier.argamasilla@laerdal.com

INSIDE SALES REPRESENTATIVE

James Czuy
(800) 648-1851x6755
james.czuy@laerdal.com

SALES SUPPORT SPECIALIST

Denise McGuigan
(800) 648-1851x2290
denise.mcguigan@laerdal.com

DATE : Wednesday, May 31, 2017

ATTN: Dave Burke

Division Chief of EMS
PALM BEACH FIRE & RESCUE
300 N COUNTY RD
PALM BEACH FL 33480
(561) 227-6435x
dburke@townofpalmbeach.com

QUOTE NUMBER : 1-3TZ2GN

CUSTOMER NUMBER : 00024505

EXPIRATION DATE : 07/30/2017

QTY	PRODUCT	DESCRIPTION	LIST PRICE	UNIT PRICE	EXTENDED PRICE
1	235-20001	SimMan ALS (US) Manikin and Accessories Includes SimMan ALS Manikin, SimPad PLUS link box, Li-Ion Battery, Consumables, Clothing, Soft Sided Carry Cases, 1 Year Manufacturer's Warranty.	\$19,000.00	\$18,786.58	\$18,786.58
1	204-30101	SimPad PLUS SimPad PLUS Only (Hand Held Remote) 204-50150 LLEAP for SimPad PLUS software license required for operation.	\$700.00	\$700.00	\$700.00
1	204-50150	LLEAP for SimPad PLUS Includes: License Key providing access to Manual Mode, Automatic Mode, and Log Viewer Application.	\$2,500.00	\$1,705.79	\$1,705.79
1	400-09201	Tablet-PC Instructor - Patient Monitor	\$2,210.00	\$1,415.78	\$1,415.78
1	200-30950	SimPad Headset	\$37.85	\$37.85	\$37.85
1	185-10050	ShockLink System	\$530.00	\$530.00	\$530.00
1	235-83050	Installation SimMan ALS customer site If ValuePlus Program is not purchased.	\$1,760.00	\$1,760.00	\$1,760.00
1	185-50450	Zoll ShockLink Training Adapter	\$65.30	\$64.00	\$64.00

ITEM TOTAL: \$25,000.00

ESTIMATED TAX: \$0.00

SHIPPING & HANDLING: \$0.00

TOTAL: \$25,000.00

There are various payment options; please see bottom of your quote for further clarification.
Appropriate Sales Tax will be added to invoice – Pricing and Availability are subject to change
Shipping/Handling costs will be added to invoice

Terms:

. Net 30 Days for approved open accounts; CIA; Credit Cards accepted. Financing options now available – sample leasing payment terms follow.
For additional information, ask your Inside Sales Representative listed above.

Lease term 24 months:	\$1,041.67*
Lease term 36 months:	\$694.44*
Lease term 48 months:	\$520.83*

*Quoted payments do not include Interest, Taxes, Maintenance, or Insurance. Quotes are subject to credit approval and may change without notice.

. One(1) year warranty on manufactured products and 90 day warranty on refurbished products

. Two(2) year parts replacement warranty with technical assistance by phone on all Hill-Rom refurbished products

. Delivery of product to a specific location within your building, if requested is at an additional charge and not included in this quote

. Quotes that included training. Training must be booked and performed 1 year from installation. The training obligation expires one year from install

March 16, 2017

LAERDAL MEDICAL CORPORATION
PO Box 1840, 167 Myers Corners Road
Wappingers Falls, NY 12590
877/LAERDAL (523-7325)
(845) 297-7770
Fax (800) 227-1143

www.Laerdal.com

Sole Source Statement

Laerdal Medical is the ***sole manufacturer*** and ***sole source*** of the following products and services:

SimMan® ALS Simulator

SimMan ALS provides a mobile, durable solution that will meet the training needs of pre-hospital and in-hospital emergency care providers. The realistic, interactive simulator can be used for the complete training of the American Heart Association (AHA) Advanced Cardiac Life Support (ACLS) Course as well as a wide range of skills from basic assessment to critical care. Operated by SimPad® PLUS or a LLEAP PC, the simulator responds to clinical interventions, instructor control, or pre-programmed scenarios for the effective practice of diagnosis and treatment of a patient.

SimMan ALS Simulator is available for purchase directly from Laerdal Medical as well as authorized Military and Government distribution partners on GSA, ECAT and other Federal Contracts. Only certified Laerdal technicians are authorized to provide service and maintenance for Laerdal equipment.

Thank you for your interest in Laerdal Medical. If further assistance is needed, please contact your local representative at 1-877-LAERDAL (523-7325) or visit our website at <http://www.laerdal.com/us/SimManALS>.

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda

Resolutions

Agenda Title

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

Presenter

Beth Zickar, Director of Recreation

ATTACHMENTS:

- ▣ **Memorandum dated May 30, 2017 from Beth Zickar, Director of Recreation**
- ▣ **Resolution 88-2017 - Golf Tee Renovation**
- ▣ **Bid No. 2017-30 Renovation of Golf Tees Tab Sheet**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Beth Zickar, Director of Recreation

Re: Authorization to Renovate Golf Tees at the Par 3 Golf Course
Resolution No. 88-2017

Date: May 30, 2017

STAFF RECOMMENDATION

Staff recommends Town Council approve Resolution No. 88-2017, authorizing the renovation of golf course tees at the Par 3 Golf Course; approve the issuance of a purchase order for \$47,250 and establish a project budget of \$50,000. This item is included in the Recreation Department's CIP plan.

GENERAL INFORMATION

The golf course renovation was completed in 2009. Since this project was completed over 250,000 rounds of golf have played on the course. The increasing popularity of the Par 3 Golf Course has resulted in rounds of play expected to exceed 37,000 in fiscal year 2017

The tee boxes have become unlevel, over time, due to soil conditions, heavy usage and the maintenance practice of sanding divots. The result of these influences is uneven and the rounding of the playing surfaces.

The renovation of the tees will be conducted over a multi- year period, completing approximately .62 acres of golf tees or 24 tees each year. This plan is being implemented to ensure minimal impact to the golf patrons.

FUNDING/FISCAL IMPACT

Funding for this project is contained within the Recreation Enterprise Fund's operating budget, with funding being authorized from the Golf Course Maintenance and Improvement Fund

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and approved as recommended.

TOWN ATTORNEY REVIEW

This resolution has been approved by the Town Attorney for legal form and sufficiency.

cc: Jane Struder, Director of Finance
John C. Randolph, Town Attorney
Tony Chateauvert, Golf Manager
Tim Campbell, Golf Course Superintendent
Dean Mealy, Purchasing Manager

RESOLUTION NO. 88 - 2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 2017-30 TO SOUTH FLORIDA TRACTOR SERVICE, INC., FOR RENOVATION OF GOLF COURSE TEES, APPROVING ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF \$47,250 AND ESTABLISHING A BUDGET OF \$50,000 AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME ON BEHALF OF THE TOWN.

WHEREAS, The tees at the Par 3 Golf Course have become unlevel due to maintenance practices of sanding divots, which causes the rounding of the surfaces; and

WHEREAS, The Town Council of Palm Beach approved the expenditure of funds from the Golf Course Maintenance & Improvement Fund to correct this course concern; and

WHEREAS, this matter was submitted for bid and South Florida Tractor Service, Inc. was found to be the lowest responsive bidder and meets all Town requirements; and

WHEREAS, the Town of Palm Beach wishes to award the bid for the renovation of golf tees at the Par 3 Golf Course to South Florida Tractor Service, Inc.

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 Bid No. 2017 -30 and approves a purchase order to South Florida Tractor Service, Inc., in the amount of \$47,250 for the renovation of approximately .62 acres or 24 golf tees at the Par 3 Golf Course and establishing a project budget of \$50,000.

Section 2: 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.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 13th day of June, 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Town Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Gwendolynn Pierce, Acting Town Clerk

Margaret A. Zeidman, Town Council Member



TOWN OF PALM BEACH

Bid No. 2017-30

RENOVATION OF GOLF TEES

TABULATION

Vendor:		BENSON CONSTRUCTION COMPANY INC.		CLOSE CONSTRUCTION LLC		T. MAC WILDER & ASSOCIATES		SOUTH FLORIDA TRACTOR SERVICE INC.	
Address:		197 VANCEVILLE COUNTY LINE RD		301 NW 4TH AVENUE		P.O. BOX 2525		3390 BLANCHETTE TRAIL	
Telephone:		TIFTON, GA 31794		OKEECHOBEE, FL 34972		TIFTON, GA 31793		LAKE WORTH, FL 33467	
Fax:		229-386-0202		863-467-0831		229-382-9690		561-719-9896	
Contact:		229-387-7729		863-763-6337		229-387-7308		561-968-2185	
		RICK BENSON		THOMAS C. CLOSE		JOSHUA SLAVEN		WILLIAM CEVAAL	
Line	Description	Qty	Unit	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total
1	RENOVATE GOLF COURSE TEES	40,000	SQ FT	\$ 3.50	\$ 140,000.00	\$ 3.25	\$ 130,000.00	\$ 1.86	\$ 74,400.00
Total				\$	140,000.00	\$	130,000.00	\$	70,000.00
LOW RESPONSIBLE BIDDER									

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 099 - 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 Merchant Agreement with Groupon for the Sale of Vouchers for Rounds of Golf with Cart, for the Summer Season and Authorizing the Town Manager to Execute the Same on Behalf of the Town.

Presenter

Beth Zickar, Director of Recreation

ATTACHMENTS:

- ▣ **Memorandum dated June 2, 2017 from Beth Zickar, Director of Recreation**
- ▣ **Resolution 99-2017 Groupon Merchant Agreement**
- ▣ **Exhibit A - Groupon Merchant Agreement**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Beth Zickar, Director of Recreation

Re: Authorization to Enter Into Merchant Agreement with Groupon
Resolution No. 99-2017

Date: June 2, 2017

STAFF RECOMMENDATION

Staff recommends Town Council approve Resolution No. 99-2017, authorizing the Town Manager to enter into a Merchant Agreement with Groupon for the sale of a limited number of vouchers for rounds of golf, with cart, for the summer season at the Par 3 Golf Course

GENERAL INFORMATION

Rounds of golf during the summer season at the Palm Beach Par 3 Golf Course typically show a decline of approximately 53%. This reduction in rounds can be attributed to the intense heat, increased rain and population shifts. The need to drive increased play, during this period, has been addressed since 2012 through the sale of discounted vouchers for rounds of golf. The statistics from the previous use of this marketing platform is as follows:

<u>2012</u> 1267 vouchers sold 787 redeemed \$26,556.50 revenue received	<u>2013</u> 1036 vouchers sold 471 redeemed \$24,229.80 revenue received	<u>2014</u> 883 vouchers sold 660 redeemed \$28,801.61 revenue received
<u>2015</u> 1035 vouchers sold 662 redeemed \$34,450.63 revenue received	<u>2016</u> 1032 vouchers sold 700 redeemed \$34,339.80 revenue received	

In addition, revenue generation can be increased by residual sales of merchandise in the Pro Shop and food and beverage sales in the restaurant. The use of Groupon as a tool to increase levels of play during the slowest time of the year has proven to be successful in the past. The continuation of this program will assist in building brand awareness.

FUNDING/FISCAL IMPACT

The sale of the vouchers will be limited to 800 - one round of golf for two players with cart and 200 - one round of golf for four players with cart. Maximum revenue generated from the sale of vouchers would be \$39,648.00. Based upon prior year's redemption of vouchers, approximately 37% of the vouchers sold are not redeemed.

PURCHASING AND FINANCE REVIEW

This item has been reviewed by the Finance Department and the Purchasing Division of the Finance Department and have approved as recommended.

TOWN ATTORNEY REVIEW

This resolution has been approved by the Town Attorney for legal form and sufficiency.

cc: Jane Struder, Director of Finance
John C. Randolph, Town Attorney
Tony Chateauvert, Golf Manager
Dean Mealy, Purchasing Manager

RESOLUTION NO. 99 - 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 MERCHANT AGREEMENT WITH GROUPON FOR THE SALE OF VOUCHERS FOR ROUNDS OF GOLF WITH A CART, FOR THE SUMMER SEASON AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME BID THE SAME ON BEHALF OF THE TOWN.

WHEREAS, Rounds of golf played at the Par 3 Golf Course decline during the summer season; and

WHEREAS, The use of Groupon, as a marketing tool, will assist in attracting customers and increase profitability of the course; and

WHEREAS, the Town of Palm Beach wishes to enter into a merchant agreement with Groupon for the sale of a limited number of vouchers for rounds of golf, with a cart.

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 wishes to execute the merchant agreement for the sale of a limited number of vouchers for rounds of golf, with cart with Groupon, attached hereto as Exhibit A.

Section 2: The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate this agreement for the provision of the sale of a limited number of vouchers for rounds of golf, with cart.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 13th day of June, 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Town Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Gwendolynn Pierce, Acting Town Clerk

Margaret A. Zeidman, Town Council Member



GROUPON MERCHANT AGREEMENT

This Groupon Merchant Agreement, effective as of May 31, 2017 ("**Effective Date**"), is entered into by and between Groupon, Inc. a Delaware corporation with its principal offices at 600 West Chicago Ave., Suite 620, Chicago, IL 60654 ("**Groupon**") and **The Town of Palm Beach Golf Course**, with its principal offices at 2345 S. Ocean Blvd, Palm Beach, FL 33480 ("**Merchant**"). This Groupon Merchant Agreement is governed by and subject to the Merchant Terms and Conditions, located at <http://www.grouponworks.com/merchant-terms-and-conditions> ("**Terms and Conditions**"), which together, constitute the "**Agreement**". Capitalized terms not defined herein shall have the meanings assigned to them in the Terms and Conditions.

Merchant wishes to sell its goods and/or services and issue vouchers ("**Vouchers**") that can be purchased through Groupon's service at www.groupon.com, and its mobile applications, ("**Website**"), or through other platforms or distribution channels owned, controlled, or operated by Groupon, and redeemed for Merchant's goods and/or services. Groupon agrees to promote the Merchant Offering through its advertising and promotional services on behalf of Merchant. In consideration of the mutual covenants of the parties and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

DEAL TERMS 1	
MERCHANT OFFERING	One round of Golf With Cart for Two Players June 1-Oct 31, 2017
MAXIMUM NUMBER OF VOUCHERS	800
MONTHLY MAXIMUM NUMBER OF VOUCHERS	200
FULL OFFER VALUE	\$ 80.00
AMOUNT PAID	\$ 49.00
PROMOTIONAL VALUE	\$ 31.00
PROMOTIONAL VALUE EXPIRATION DATE	October 31, 2017
REMITTANCE AMOUNT	\$ 34.50
FINE PRINT	Limit 1 per person, may buy 1 additional as gift. Valid only for option purchased. Subject to weather. Reservation required. All goods or services must be used by the same person. There may be a wait for carts as they are subject to availability. Cant be combined with any other discounts or promotions. Expires Oct 31st, 2017



DEAL TERMS 2	
MERCHANT OFFERING	One round of Golf With Cart for Four Players June 1-Oct 31, 2017
MAXIMUM NUMBER OF VOUCHERS	200
MONTHLY MAXIMUM NUMBER OF VOUCHERS	100
FULL OFFER VALUE	\$ 160.00
AMOUNT PAID	\$ 95.00
PROMOTIONAL VALUE	\$ 65.00
PROMOTIONAL VALUE EXPIRATION DATE	October 31, 2017
REMITTANCE AMOUNT	\$ 66.88
FINE PRINT	Limit 1 per person, may buy 1 additional as gift. Valid only for option purchased. Subject to weather. Reservation required. All goods or services must be used by the same person. There may be a wait for carts as they are subject to availability. Cant be combined with any other discounts or promotions. Expires Oct 31st, 2017



BUSINESS AND BANKING INFORMATION

Merchant Data On File:
MERCHANT LEGAL NAME: The Town of Palm Beach Golf Course
STREET ADDRESS: 2345 S. Ocean Blvd
CITY: Palm Beach
STATE: FL
ZIP/POSTAL CODE: 33480

U.S. FEDERAL TAX ID NUMBER (9-DIGIT EIN/SSN): *****0402

BANK NAME: N/A

CHECKING ACCOUNT NUMBER: N/A

ROUTING NUMBER: N/A

Updates:

Contact your Acct. Mgr. or Sales Rep to Update
Contact your Acct. Mgr. or Sales Rep to Update
Contact your Acct. Mgr. or Sales Rep to Update
Contact your Acct. Mgr. or Sales Rep to Update

Contact your Acct. Mgr. or Sales Rep to Update
Contact your Acct. Mgr. or Sales Rep to Update
Contact your Acct. Mgr. or Sales Rep to Update

NAME
ADDRESS
CITY, STATE ZIP

0123
01-2345/6789

DATE: _____

PAY TO THE
ORDER OF _____ \$

_____ DOLLARS

BANK NAME
ADDRESS
CITY, STATE ZIP

FOR _____

⑆0⑆2345678⑆ ⑆0⑆234567890⑆23⑆ ⑆0⑆23

Bank Routing Number Bank Account Number Check Number



PAYMENT TERMS

Approximately 7 business days after the start of the promotion of the Merchant Offering, and subject to the possible Refund-based adjustments set out below, Groupon shall process an initial payment to Merchant. For the initial payment, Groupon shall pay Merchant 80% of the Net Remittance Amount (as defined herein) less any Promotional Adjustment (as defined herein) for each Voucher sold within the first 7 business days of the promotion. The "**Net Remittance Amount**" for each Voucher sold is the Remittance Amount less the Service Fee (as defined herein). The "**Service Fee**" includes a credit card processing fee and other marketing-related fees and is 2.5% of the advertised price on the Website. For Vouchers sold after the initial payment processing date, Groupon shall process payment twice each month (as specified in Merchant's Merchant Center Account) to Merchant for 80% of the Net Remittance Amount less any Promotional Adjustment (as defined herein) for each Voucher sold since the last payment processing date. The remaining 20% of the Net Remittance Amount less any Promotional Adjustment (as defined herein) for each Voucher sold will be processed 2 weeks after each Voucher's Promotional Value Expiration Date.

If any payment processing date for any payment falls on a holiday or weekend, the payment will be processed on the next business day. If any payment falls within the last 5 business days of the month, the payment will be processed on the first business day of the following month.

The Remittance Amount portion of any refund provided by Groupon to a purchaser ("**Refunds**") will be deducted from the next payment to Merchant. If Refunds exceed the total Net Remittance Amount less any Promotional Adjustments (as defined herein) for any payment period, Groupon may do one or a combination of the following to recover any such deficiency: (a) invoice Merchant for the deficiency, (b) sell additional Vouchers for the Merchant Offering, or (c) offset any future payments that are due to Merchant under any current or future contract between the parties.

In an effort to incentivize Voucher sales, Merchant authorizes Groupon, at any time and in Groupon's sole discretion, to increase or decrease the Amount Paid for the Merchant Offering (any such effort, "**Promotional Program(s)**"). For each Voucher sold as part of a Promotional Program, the Net Remittance Amount may be adjusted in an amount equal to the percentage increase or decrease in the Amount Paid ("**Promotional Adjustment**"), provided that, any decrease of the Net Remittance Amount will not exceed % of the Net Remittance Amount. Promotional Programs include, but are not limited to, the following:

- a. Promotional Codes - A "**Promotional Code**" is a code that purchasers may use, in Groupon's sole discretion, to receive a discount on the Amount Paid for a Merchant Offering.
- b. Price Optimization – "**Price Optimization**" is any change (excluding Promotional Codes) to the Amount Paid for a Merchant Offering.



SIGNATURE

I am a duly authorized representative of Merchant and my signature confirms Merchant's consent to be bound to this Agreement and the agreements referenced herein, including the Terms and Conditions located at <http://www.grouponworks.com/merchant-terms-and-conditions>.

AGREED AND ACCEPTED BY

Signature: _____

Date: _____



MERCHANT TERMS AND CONDITIONS

These Merchant Terms and Conditions (the “**Terms and Conditions**”) govern and are incorporated into the Groupon Merchant Agreement between Groupon and Merchant (collectively, the “**Agreement**”).

Definitions

"MERCHANT OFFERING" means the goods and/or services to be provided by the Merchant, stated on the Voucher as presented by Groupon. Values determined by Merchant.

"MAXIMUM NUMBER OF VOUCHERS" means the maximum number of Vouchers Groupon is authorized to administer the sale of on behalf of the Merchant.

"MONTHLY MAXIMUM NUMBER OF VOUCHERS" means the maximum number of Vouchers Groupon is authorized to administer the sale of on behalf of Merchant each month after the Maximum Number of Vouchers has been sold.

"FULL OFFER VALUE" means the Amount Paid plus the Promotional Value.

"AMOUNT PAID" means the amount a purchaser pays for each Voucher.

"PROMOTIONAL VALUE" means the Full Offer Value less the Amount Paid.

"PROMOTIONAL VALUE EXPIRATION DATE" means the date stated on the Voucher when the Promotional Value expires.

"REMITTANCE AMOUNT" means the amount Groupon shall remit to Merchant for each Voucher, subject to the payment terms.

"FINE PRINT" means the conditions and restrictions concerning Voucher redemption and the Merchant Offering stated on the Website and Voucher.

1. Voucher Program

- a. Groupon is authorized to promote and sell Vouchers on Merchant's behalf subject to the terms of this Agreement and the "Terms of Sale" located at <http://www.groupon.com/terms#terms-of-sale>. The Voucher will evidence the Merchant Offering and will be sent to the purchaser electronically once payment is received. The purchaser will then redeem the Voucher with the Merchant by presenting the Voucher in paper or electronic form. Merchant is the issuer of the Vouchers and seller of the Merchant Offering. If there is a conflict between this Agreement and the Terms of Sale, the Agreement controls.
- b. Groupon is authorized to promote and sell Vouchers on Merchant's behalf through any platform, including its feature deal-of-the-day, affiliates, business partner network, marketplace, or referral network. The Vouchers may be offered to all or part of Groupon's subscriber base or its affiliate subscriber base or referral network and segmented by various variables including gender, age, location, and consumer preferences. The features may be offered through a variety of distribution channels, including, the Internet, the Website, affiliate websites, business partner network, email, mobile applications, other types of electronic offerings and other platforms or distribution channels owned, controlled, or operated by Groupon, its affiliates or business partners.
- c. For appointment based Merchant Offerings, Groupon may require that Merchant provide Groupon with a calendar of available appointment times and allow Groupon purchasers to schedule appointments with the Merchant through Groupon and any third party service Groupon may use. Groupon may audit Merchant response times using various methods,

- including but not limited to, auto-dialers, call forwarding and pre-recorded calls. If Groupon, in its sole discretion, determines Merchant response times or the quality of service provided to purchasers is unsatisfactory, Groupon may terminate the Agreement and return the Amount Paid to purchasers for unredeemed Vouchers.
- d. Groupon is authorized to promote and sell up to the Maximum Number of Vouchers in multiple markets and on dates in its discretion. If Merchant elects to offer recurring month-to-month features, then Groupon will promote and sell up to the Maximum Number of Vouchers for the initial feature, then promote and sell up to the Monthly Maximum Number of Vouchers for subsequent features. Merchant shall specify the Maximum Number of Vouchers and, if applicable, specify the Monthly Maximum Number of Vouchers, and may increase either number in its discretion.
 - e. Groupon reserves the continuing right to reject, revise, or discontinue any Merchant Offering, at any time and for any reason in Groupon's sole discretion, and to terminate the Merchant Offering and to remove all references to the Merchant Offering and Voucher from the Website; and redirect or delete any URL used in connection with the Merchant Offering.
 - f. Merchant shall honor the Vouchers for the Merchant Offering through the Promotional Value Expiration Date. After the Promotional Value Expiration Date. MERCHANT AGREES TO REDEEM THE VOUCHER FOR THE AMOUNT PAID INDEFINITELY.
 - g. After the Promotional Value Expiration Date, Merchant must always allow the purchaser to redeem the Voucher for the Amount Paid toward the Merchant Offering. If the goods and services constituting the Merchant Offering and stated on the Voucher are no longer available, the Merchant must always allow the purchaser to redeem the Voucher toward any goods or services then offered by the Merchant equivalent to at least the Amount Paid.
 - h. Partial redemptions: If applicable, and if a purchaser redeems a Voucher for less than the Amount Paid, the Merchant is responsible for handling any unredeemed value as required by applicable law.
 - i. Merchant agrees that in providing the Merchant Offering, Merchant will not inflate prices or impose any additional fees, charges, conditions or restrictions that contradict or are inconsistent with the terms stated on the Voucher, including the Fine Print. Unless disclosed in the Fine Print, Merchant further agrees not to impose different terms or a different cancellation policy than what is imposed on its non-Groupon customers.
 - j. Merchant agrees that so long as an appointment or reservation is made to redeem a Voucher, or purchaser has made an attempt to make an appointment, before the Voucher's Promotional Value Expiration Date, the Voucher will be honored for the Full Offer Value without restriction, even though the services may be provided after the Promotional Value Expiration Date.
 - k. In the event a purchaser seeks to schedule use of a Voucher prior to the Promotional Value Expiration Date and is denied by Merchant, or is unable to use the Voucher for any other reason prior to the Promotional Value Expiration Date, Groupon may, upon purchaser request, extend the Promotional Value Expiration Date by sixty (60) days.

- l. Merchant is responsible for all purchaser service in connection with the Merchant Offering and for supplying all goods and services stated in the Merchant Offering. Merchant is also responsible for any purchaser loyalty programs associated with the Merchant Offering.
- m. If applicable, Merchant will hold the Merchant Offering for pick-up by each purchaser at the Redemption Site. The "Redemption Site" is the complete and accurate address provided by Merchant to Groupon where purchasers are able to redeem the Voucher to pick-up the Merchant Offering. Merchant also agrees to provide Groupon with the hours and dates of operation, complete with any exceptions, and a valid phone number for the Redemption Site. If any of the information related to a Redemption Site changes, Merchant agrees to notify Groupon immediately of such change.
- n. Merchant agrees to accept returns of the Merchant Offering in compliance with applicable laws and the Fine Print, but in any event: (i) will accept returns of a defective Merchant Offering or nonconforming items in or a part of any Merchant Offering at all times and pay (or reimburse a purchaser for) any and all costs associated with the return of such Merchant Offering; and (ii) will not impose a more restrictive return policy on purchasers than Merchant's regular return policy as applied to Merchant's purchaser in the ordinary course of Merchant's business.

2. Payment

- a. Amounts retained by Groupon from the proceeds of the Merchant Offering are compensation to Groupon for marketing, promoting, and advertising the Merchant Offering and distributing the Vouchers on behalf of Merchant. Merchant shall retain the Remittance Amount in trust for the benefit of purchasers holding unredeemed Vouchers until Merchant delivers the Merchant Offering, refunds the holder of any unredeemed Voucher or escheats the amount required to a taxing authority, if applicable. The funds held in trust shall be returned to Groupon upon demand for refunds to purchasers. Groupon is authorized to review Merchant's credit history, which may include a soft credit check.
- b. Groupon is authorized to initiate ACH credit transaction entries to Merchant's depository account at the depository financial institution named in this Agreement or as otherwise provided to Groupon by Merchant in writing ("**Merchant Bank Account**"). Only in the event of an error, Groupon is authorized to initiate debit entry adjustments to the Merchant Bank Account to correct any error. Merchant hereby acknowledges that Groupon's origination of all ACH transactions to Merchant Bank Account must comply with provisions of U.S. law. ACH payments take up to five (5) business days to become available in the Merchant Bank Account after processing.
- c. Merchant will not attempt to bill or collect reimbursement from any third-party payor, including but not limited to any insurer, health insurance plan, Medicare, Medicaid, or any other federal, state, provincial, territorial or local governmental program or entity ("Third-Party Payor"), for any of Merchant's services. Merchant will accept the amounts received from Groupon as payment in full for all services provided by Merchant delivered pursuant to the Merchant Offering. Merchant is solely responsible for complying with any contractual requirements imposed by its contracts with Third-Party Payors, including but not limited to requirements related to offering discounted services.

- d. **Tax Levy.** In the event Groupon receives written notice of a validly issued state or federal tax levy relating to past-due taxes owed by Merchant, Groupon may, in accordance with applicable law, deduct any such amounts from payments due to Merchant.
- e. **Taxes Generally.** It is Merchant's responsibility to determine what, if any, taxes apply to the payments Merchant makes or receives, and it is Merchant's responsibility to collect, report and remit the correct tax to the appropriate tax authority. Groupon is not responsible for determining whether taxes apply to Merchant's transaction with either purchasers or Groupon, or for collecting, reporting or remitting any taxes arising from any transaction with or by Merchant and purchaser. Merchant may be asked to provide Groupon with a valid Tax Identification Number for tax reporting purposes. An IRS Form 1099 may be issued in Merchant's name for the value of payments made. Notwithstanding anything else in this Agreement, Merchant shall be, and will remain, registered for sales, use and other similar tax collection purposes in all states and localities in which Merchant is required to be so registered in connection with the Merchant Offering and pursuant to the terms and redemption of the Voucher, and shall be responsible for paying any and all sales, use or any other taxes related to the Merchant Offering or the goods and services.
- f. **Transaction Taxes.** Merchant bears sole financial responsibility for any and all sales, use, excise, general, GST, or other similar taxes, including any interest penalties and additions related thereto, imposed on or arising from the transactions contemplated by this Agreement between Groupon and Merchant ("Transaction Taxes"), if any. Groupon shall apply the applicable Transaction Tax to the amounts it retains and/or other fees remitted to Groupon pursuant this Agreement. Transaction Taxes are calculated using the Merchant's billing address and will be included on invoices. Tax rates are subject to change. If applied, Transaction Taxes will be calculated at the time of each payment using the rates in effect under current law.
- g. **Withholding Taxes.** Groupon may be required by tax authorities to withhold taxes on behalf of Merchant. Groupon reserves the right to deduct any such taxes from amounts due to Merchant and to remit them to the appropriate tax authority. Groupon may also be required to report the withholding tax payments to the tax authorities. Groupon shall provide evidence of payment of withholding taxes to Merchant no later than 60 days after payment of the withholding taxes.
- h. Notwithstanding anything to the contrary, Groupon will have no obligation to advance amounts that have been paid to Groupon by a purchaser until Merchant has complied with Merchant's obligations under this Agreement. If Groupon reasonably believes that Merchant has breached any provision of this Agreement, Groupon may offset, delay, withhold, or suspend future payments to Merchant, in Groupon's sole discretion. In addition, if Merchant is unwilling to, or in Groupon's reasonable discretion appears unable to, perform its obligations under this Agreement, Groupon is authorized to offset, delay, withhold, or suspend future payments to Merchant in addition to such other remedies as may be available under this Agreement or at law, to secure payment from Merchant for any refunds and/or other amounts payable by Merchant under this Agreement.

3. Customer Data Restrictions

- a. **"Customer Data"** means all identifiable information about purchasers generated or collected by Groupon or Merchant, including, but not limited to, purchasers' name, shipping addresses, email addresses, phone numbers, purchaser preferences and tendencies, and financial transaction data.
- b. Merchant shall use Customer Data only to fulfill its redemption obligations in connection with the Merchant Offering as authorized by this Agreement. Merchant expressly agrees that any Customer Data shall be used only for this purpose (including, but not limited to, the redemption of Vouchers and provision of goods and services to purchasers), and not to enhance a file or list owned by Merchant, or any third party. Merchant represents, warrants and covenants that it will not resell, broker or otherwise disclose any Customer Data to any third party, in whole or in part, for any purpose, unless required by applicable law. If Merchant engages any third party to facilitate its redemption obligations hereunder, Merchant shall ensure that such third party implements and complies with reasonable security measures in handling any Customer Data. If any Customer Data is collected directly by Merchant or a third party engaged by Merchant to facilitate its redemption obligations hereunder, Merchant shall ensure that it or such third party adopts, posts and processes the Customer Data in conformity with its posted privacy policy and all applicable laws.
- c. As long as Merchant uses Customer Data in compliance with applicable law and Merchant's posted privacy policy, restrictions stated in this Agreement on Merchant's use of Customer Data do not apply to: (i) data from any purchaser who is already a customer of Merchant before the Effective Date, if such data was provided to Merchant by such purchaser independent of this Agreement or any transaction hereunder; or (ii) data supplied by a purchaser directly to Merchant who becomes a purchaser of Merchant in connection with such purchaser explicitly opting in to receive communications from Merchant.
- d. Merchant shall immediately notify Groupon if Merchant becomes aware of or suspects any unauthorized access to or use of Customer Data or any confidential information of Groupon, and shall cooperate with Groupon in the investigation of such breach and the mitigation of any damages. Merchant, subject to the applicable provisions and limitations of F.S.S. 768.28, will bear all associated expenses incurred by Groupon to comply with applicable laws (including, but not limited to, any data breach laws) or arising from any unauthorized access or acquisition of Customer Data while such data is in Merchant's reasonable possession or control. Upon termination or expiration of this Agreement, Merchant shall, as directed by Groupon, destroy or return to Groupon all the Customer Data in Merchant's or any agent of Merchant's possession, subject, however to applicable laws relating to retention of public records.

4. Mobile Redemption Devices

If Groupon leases or lends Merchant a tablet or mobile redemption device ("**Device**"), Merchant agrees to be bound by the terms of use, end user license agreements, or other provisions governing its use, unless otherwise authorized by Groupon in writing. Unless otherwise stated in writing, Merchant shall only use the Device for transmitting redemption data to Groupon and processing purchaser payments and shall return a loaned Device fourteen (14) days after the Promotional Value Expiration Date, unless a new feature is planned or if requested by Groupon for any reason. Groupon reserves the right to bill Merchant for the cost of the Device, or offset any



current or future payments due to Merchant under any contract between the parties if the device is not returned, or for costs related to damage or other misuse.

5. Promotional Programs

In an effort to increase Voucher sales, Merchant authorizes Groupon, at any time and in Groupon's sole discretion, to increase or decrease the Amount Paid for the Merchant Offering (any such effort, "**Promotional Program(s)**"). For each Voucher sold as part of a Promotional Program, the Net Remittance Amount will be adjusted in an amount equal to the percentage increase or decrease in the Amount Paid ("**Promotional Adjustment**"), provided that, any decrease of the Net Remittance Amount will not exceed ten percent (10%) of the Net Remittance Amount. Promotional Programs include the following:

- a. Promotional Codes - A "**Promotional Code**" is a code that purchasers may use, in Groupon's sole discretion, to receive a discount on the Amount Paid for a Merchant Offering.
- b. Price Optimization – "**Price Optimization**" is any change (excluding Promotional Codes) to the Amount Paid for a Merchant Offering.

6. Term and Termination

This Agreement will continue in effect until terminated by either party in accordance with this Section ("**Term**"). Groupon is authorized to terminate this Agreement, at any time for any reason, upon written notice to Merchant. Merchant is authorized to terminate this Agreement upon seven (7) business days prior written notice to Groupon. Termination of this Agreement will not in any way affect Merchant's obligation to redeem any Voucher according to the terms of this Agreement, including the obligation to honor the Voucher for the Amount Paid after the Promotional Value Expiration Date. Provisions in this Agreement that are intended to survive termination will continue in full force and effect after the Term.

7. Compliance with Gift Card, Gift Certificate and Abandoned Property Laws

Merchant agrees to comply with the Voucher terms and conditions as stated on the Website, including but not limited to the "Terms of Use" <http://www.groupon.com/terms>, and to ensure that the Vouchers comply with all laws that govern vouchers, gift cards, coupons, and gift certificates, including but not limited to the United States Credit CARD Act of 2009 (if applicable) and any laws governing the imposition of expiration dates, service charges or dormancy fees and all Fine Print related to the Merchant Offering stated on the Voucher. Merchant is solely responsible for compliance with any applicable escheat or abandoned or unclaimed property laws. Upon written request from Merchant, but only when required, Groupon will provide Merchant with information in Groupon's possession that the Merchant needs to comply with its obligations under this Agreement.

8. Marketing

Groupon and its business partners may communicate with Merchant with regard to products, promotions, and other services that may be of interest to Merchant. This may include email or other communications. Groupon may also solicit Merchant's opinion for market research purposes.

9. Intellectual Property Rights

- a. Merchant grants to Groupon a non-exclusive, worldwide, royalty free, paid-up, perpetual, irrevocable, transferable and sub-licensable license and right to use, modify, reproduce, sublicense, publicly display, distribute, broadcast, transmit, stream, publish and publicly perform: (a) Merchant's name, logos, trademarks, service marks, domain names, and any audiovisual content, video recordings, audio recordings, photographs, graphics, artwork, text and any other content provided, specified, recommended, directed, authorized or approved to use by Merchant (collectively, "**Merchant IP**"); and (b) any third party's name, logos, trademarks, service marks, domain names, audiovisual recordings, video recordings, audio recordings, photographs, graphics, artwork, text and any other content provided, specified, recommended, directed, authorized or approved for use by Merchant (collectively, "**Third Party IP**"), in each case in connection with the promotion and resale of the goods and services in all media or formats now known or hereinafter developed ("**License**"). Any use of the Merchant IP or Third Party IP as contemplated in this Agreement is within Groupon's sole discretion.
- b. Merchant acknowledges and agrees that, as between the parties, Groupon owns all interest in and to the Website, Customer Data, Groupon trade names, logos, trademarks, service marks, domain names, social media identifiers, all data collected through or from the Website, all audiovisual content, video recordings, audio recordings, photographs, graphics, artwork, text or any other content created by Groupon or at Groupon's direction, or assigned to Groupon, and any materials, software, technology or tools used or provided by Groupon to promote, resell or distribute the goods and services and conduct its business in connection therewith (collectively "**Groupon IP**"). Merchant shall not use, sell, rent, lease, sublicense, distribute, broadcast, transmit, stream, place shift, transfer, copy, reproduce, download, time shift, display, perform, modify or timeshare the Groupon IP or any portion thereof, or use such Groupon IP as a component of or a base for products or services prepared for commercial use, sale, sublicense, lease, access or distribution, except that Groupon grants Merchant a limited, non-exclusive, revocable, non-transferable, non-sub licensable license during the Term to use one copy of Groupon's mobile merchant software application on a single mobile computer, tablet computer, or other device, solely for the purposes permitted by that software, and to make one copy of the software for back-up purposes. **Except to the extent disclosure is required pursuant to law**, Merchant shall keep the Groupon IP confidential, and shall not prepare any derivative work based on the Groupon IP or translate, reverse engineer, decompile or disassemble the Groupon IP, **all provided that the Merchant shall first promptly notify Groupon of such request or requirement or use in defense of a claim unless doing so would be prohibited by statute, rule or court order**, Merchant shall not take any action to challenge or object to the validity of Groupon's rights in the Groupon IP or Groupon's ownership or registration thereof. Except as specifically provided in this Agreement, Merchant and any third party assisting Merchant with its obligations in this Agreement, are not authorized to use Groupon IP in any medium without prior written approval from an authorized representative of Groupon. Merchant shall not include any trade name, trademark, service mark, domain name, social media identifier, of Groupon or its affiliates, or any variant or misspelling thereof, in any trademark, domain name, email address, social network identifier, metadata or search engine keyword. Merchant shall not use or display any Groupon IP in a manner that could reasonably imply an endorsement, relationship, affiliation with, or sponsorship between

Merchant or a third party and Groupon. All rights to the Groupon IP not expressly granted in this Agreement are reserved by Groupon.

- c. If Merchant provides Groupon or any of its affiliates with feedback, suggestions, reviews, modifications, data, images, text, or other information or content about a Groupon product or service or otherwise in connection with this Agreement, any Groupon IP, or Merchant's participation in the Merchant Offering or Voucher, (collectively, "**Feedback**"), Merchant irrevocably assigns to Groupon all right, title, and interest in and to Feedback. In the event your assignment to Groupon is invalid for any reason, you hereby irrevocably grant Groupon and its affiliates a perpetual, paid-up, royalty-free, nonexclusive, worldwide, irrevocable, freely transferable right and license to (i) use, reproduce, perform, display, and distribute Feedback; (ii) adapt, modify, re-format, and create derivative works of Feedback for any purpose and sublicense the foregoing rights to any other person or entity. Merchant warrants that: (A) Feedback is Merchant's original work, or Merchant obtained Feedback in a lawful manner; and (B) Groupon and its sublicensees' exercise of rights under the license above will not violate any person's or entity's rights, including any copyright rights. Merchant agrees to provide Groupon such assistance as Groupon might require to document, perfect, or maintain Groupon's rights in and to Feedback.

10. Representations and Warranties

Merchant represents and warrants that: (a) Merchant has the right, power and authority to enter into this Agreement; (b) Merchant, if required by applicable law, is registered for sales and use tax collection purposes in all jurisdictions where Merchant's goods and services will be provided; (c) the Voucher, upon being delivered by Groupon, will be available immediately for redemption and Merchant will have in stock until the Promotional Value Expiration Date, a number of units of the Merchant Offering sufficient to fulfill its redemption obligations; (d) the terms and conditions of the Voucher, including any discounts or goods and services offered thereunder do not and will not violate any, local, state, provincial, territorial or federal law, statute, rule, regulation, or order, including but not limited to, any law or regulation governing the use, sale, and distribution of alcohol and any laws governing vouchers, gift cards, coupons, and gift certificates; (e) the Merchant's redemption of the Voucher will result in the bona fide provision of goods and/or services by Merchant to the purchaser; (f) Merchant owns all interest in and to the Merchant IP and has licensing rights in (with the right to sublicense to Groupon) the Third Party IP, and has the right to grant the License stated in this Agreement; (g) the Merchant IP and the Third Party IP, the Merchant Offering, Groupon's use and promotion thereof, and the results of such Merchant Offerings, will not infringe, dilute, misappropriate, or otherwise violate, anywhere in the world, any patent, copyright, logo, trademark, service mark, trade name, rights in designs, or other intellectual property right or right of privacy or publicity of any third party or any applicable law, and does not and will not result from the misappropriation of any trade secret or the breach of any confidentiality obligations to any person or entity; (h) the Merchant IP and Third Party IP does not include any material that is unlawful, threatening, abusive, defamatory, vulgar, obscene, profane or otherwise objectionable, or that encourages conduct that constitutes a criminal offense, gives rise to civil liability or otherwise violates any law; (i) the Vouchers and any advertising or promotion of Merchant's goods and services relating thereto will not constitute false, deceptive or unfair advertising or disparagement under any applicable law; (j) Merchant and its employees, contractors and agents have had the proper education and training and hold all required and up-to-date regulatory authorization, licenses and certifications relating to any Merchant Offering to provide the goods or services

described in this Agreement; (k) Merchant's business information and direct deposit details as provided in this Agreement, indicating where payments should be forwarded are accurate and Merchant is the authorized entity to receive the funds forwarded by Groupon; (l) Merchant is not authorized to resell, broker or otherwise disclose any Customer Data (as defined in this Agreement) to any third party, in whole or in part, for any purpose, and Merchant is not authorized to copy or otherwise reproduce any Customer Data other than for the purpose of redeeming or verifying the validity of Vouchers in connection with this Agreement and (m) the Merchant Offering is: (i) free from defects in workmanship, materials and design, (ii) merchantable and suitable for the purposes, if any, stated in the Agreement, and (iii) genuine, bona fide products, as described herein and does not violate the rights of any third party

11. Indemnification

Subject to the applicable provisions and limitations of Florida Statute § 768.28, Merchant agrees to defend, indemnify and hold Groupon, its affiliated and related entities, and any of its respective officers, directors, agents and employees, harmless from and against any claims, lawsuits, investigations, penalties, damages, losses or expenses (including but not limited to reasonable attorneys' fees and costs) arising out of or relating to any of the following: (a) any breach or alleged breach by Merchant of this Agreement, or the representations and warranties made in this Agreement; (b) any claim for state sales, use, or similar tax obligations of Merchant arising from the sale and redemption of a Voucher; (c) any claim by any local, state, provincial, territorial or federal governmental entity for unredeemed Vouchers or unredeemed cash values of Vouchers or any other amounts under any applicable abandoned or unclaimed property or escheat law, including but not limited to any claims for penalties and interest; (d) any claim arising out of a violation of any law or regulation by Merchant or governing Merchant's goods and/or services; (e) any claim arising out of Merchant's violation of law or regulation governing the use, sale, and distribution of alcohol; (f) any claim by a purchaser or anyone else arising out of or relating to the goods and services provided by Merchant and/or pick up of the goods and services at the Redemption Site, including but not limited to, any claims for false advertising, product defects, personal injury, death, or property damages; (g) any claim by a purchaser for the Amount Paid; (h) any claim arising out of Merchant's misuse of Customer Data, or any violation of an applicable data privacy or security law. Groupon maintains the right to control its own defense and to choose and appoint its own defense counsel, regardless of the presence or absence of a conflict of interest between Groupon and Merchant; and (i) any claim arising out of Merchant's negligence, fraud or willful misconduct. Merchant's duty to defend and indemnify Groupon includes the duty to pay Groupon's reasonable attorneys' fees and costs, including any expert fees. Nothing herein waives any of the applicable provisions set forth in Florida Statute § 768.28.

12. Confidentiality

The terms for the Merchant Offering described in this Agreement are confidential, and Merchant agrees not to disclose the terms described in this Agreement to any party (other than to its employees, parent companies, shareholders, lawyers and accountants on a strict need-to-know basis or as required by applicable public records and other law, if Merchant has taken the necessary precautions of the kind generally taken with confidential information to preserve the confidentiality of the information made available to such parties). In the event of a breach, Groupon is entitled to injunctive relief and a decree for specific performance, and any other relief allowed under applicable law (including monetary damages if appropriate).



13. Limitation of Liability

EXCEPT FOR MERCHANT'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT IS EITHER PARTY LIABLE OR OBLIGATED TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST BUSINESS, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. Groupon's SOLE AND COMPLETE LIABILITY TO MERCHANT FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY ERRORS, OMISSIONS OR MISPLACEMENTS OF ANY VOUCHER IS LIMITED TO THE AMOUNT OF FEES RETAINED BY Groupon HEREUNDER FOR THE PRECEDING SIX (6) MONTHS AFTER FINAL CALCULATION AND RECONCILIATION OF ALL REFUNDS. THIS LIMITATION OF LIABILITY APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ANY LIMITED REMEDY. IN ADDITION, ANY CLAIM BY OR ON BEHALF OF A MERCHANT IN CONNECTION WITH ANY PAYMENT MADE BY Groupon, INCLUDING, BUT NOT LIMITED TO, CLAIMS ALLEGING THAT A MERCHANT WAS UNDERPAID, MUST BE MADE IN WRITING TO Groupon WITHIN NINETY (90) DAYS FROM THE DATE Groupon REMITS THE PAYMENT AT ISSUE. ALL CLAIMS NOT MADE IN ACCORDANCE WITH THE FOREGOING SHALL BE DEEMED WAIVED, RELEASED AND DISCHARGED BY MERCHANT.

14. Dispute Resolution

All disputes arising out of, or relating in any way to this Agreement, shall be resolved pursuant to this Section 14 Dispute Resolution.

a. Binding Arbitration

EXCEPT AS SPECIFICALLY STATED HEREIN, ANY DISPUTE OR CLAIM BETWEEN MERCHANT AND Groupon ARISING OUT OF, OR RELATING IN ANY WAY TO, THIS AGREEMENT ("**DISPUTES**") SHALL BE RESOLVED EXCLUSIVELY BY FINAL, BINDING ARBITRATION. BY VIRTUE OF THE AGREEMENT IN THIS SECTION 14 TO ARBITRATE, MERCHANT AND Groupon ARE EACH GIVING UP THE RIGHT TO GO TO COURT AND HAVE A DISPUTE HEARD BY A JUDGE OR JURY (EXCEPT AS OTHERWISE SET FORTH IN THIS SECTION 14). The provisions of this Section 14 shall constitute Merchant's and Groupon's written agreement to arbitrate Disputes under the Federal Arbitration Act. The arbitration will be administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator pursuant to its applicable rules, including those applicable to Commercial Disputes, available at <http://www.adr.org> or by calling 800-778-7879. The arbitrator will apply and be bound by this Agreement, apply applicable law and the facts, and issue a reasoned award.

To begin an arbitration proceeding, Merchant or Groupon must comply with the limitations provision set forth in Section 13 and submit the Dispute by making a demand for arbitration as detailed at <http://www.adr.org>. If Merchant demands arbitration, it shall simultaneously send a copy of the completed demand to the following address: C T Corporation System, 208 S. LaSalle Street, Suite 814, Chicago, IL 60604. If Groupon demands arbitration, it shall

simultaneously send a copy of the completed demand to the Merchant's address of record. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. Groupon will reimburse those fees for Disputes totaling less than \$10,000 if Merchant is the prevailing party in such arbitration. Groupon will not seek attorneys' fees and costs in arbitration unless the arbitrator determines that a Merchant Dispute is frivolous. The arbitration will be conducted based upon written submissions unless Merchant requests and/or the arbitrator determines that a telephone or in-person hearing is necessary. If the arbitrator grants the request or determines an in-person hearing is necessary, the hearing will proceed in the home state of the party against whom the Dispute is brought, unless the arbitrator determines or we agree that the matter should proceed in the county of Merchant's principal place of business.

b. Class Action Waiver

WE EACH AGREE THAT WE SHALL BRING ANY DISPUTE AGAINST THE OTHER IN OUR RESPECTIVE INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE PROCEEDING OR AS AN ASSOCIATION. IN ADDITION, WE EACH AGREE THAT DISPUTES SHALL BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. THE ARBITRATOR DOES NOT HAVE THE POWER TO VARY THESE PROVISIONS.

c. Choice of Law/No Jury Trial

If for any reason a Dispute proceeds in court: (i) Merchant and Groupon agree that any such Dispute may only be instituted in a state or federal court in the home state of the party against whom the suit is brought; (ii) Merchant and Groupon irrevocably consent and submit to the exclusive personal jurisdiction and venue of such courts for resolution of such Disputes; (iii) Merchant and Groupon agree that the Federal Arbitration Act, the AAA rules, applicable federal law and the laws of the State of Illinois, without regard to principles of conflicts of law, will govern this Agreement and any Disputes; and (iv) MERCHANT AND GROUPON AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.

d. Injunctive Relief/Attorneys' Fees

Notwithstanding anything to the contrary in this Agreement, either party may bring suit in court seeking an injunction or other equitable relief arising out of or relating to claims that the other party's conduct may cause the other irreparable injury.

The prevailing party in any dispute shall be entitled to receive reasonable attorneys' fees and costs incurred in connection with said dispute.

15. Other

- a. The parties are independent contractors. Nothing in this Agreement is to be construed to create a joint venture, partnership, franchise, or an agency relationship between the parties. Neither party has the authority, without the other party's prior written approval, to bind or commit the other in any way.



- b. This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter.
- c. Merchant is not authorized to transfer or assign its rights or obligations under this Agreement, whether by operation of law or otherwise, without Groupon's prior written consent. Any waiver must be in writing and signed by an authorized signatory of Groupon. Groupon is authorized to transfer or assign this Agreement to a present or future affiliate or pursuant to a merger, consolidation, reorganization or sale of all or substantially all of the assets or business, or by operation of law, without notice to Merchant.
- d. If any provision of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement are not affected.
- e. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS NOR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Groupon DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES OFFERED ON OR THROUGH THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE VOUCHERS ARE ERROR-FREE, OR THAT ANY MERCHANT OFFERING WILL RESULT IN ANY REVENUE OR PROFIT FOR MERCHANT

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda

Consent - Other

Agenda Title

Request for ORS to Study Various Items for Possible Code Changes

Jay Boodheshwar, Deputy Town Manager

Presenter

ATTACHMENTS:

- ▣ **Memo- ORS Study Items**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: ORS Study Items

Date: June 5, 2017

STAFF RECOMMENDATION

Staff recommends requesting the Ordinance, Rules & Standards (ORS) Committee to study the items listed below for possible Code and/or Rule Changes.

GENERAL INFORMATION

1. *Amendments to the Town Code to clarify language pertaining to requirements for Board and Commission applicants.*

There has been some concerns expressed in the last year about the screening processing for eligibility to serve on the Town's Boards and Commissions. Staff is recommending ORS discussion relative to this matter and review of the updated board/commissions applications to ensure that the criteria outlined are consistent with the expectations of the Town Council.

2. *Establishment of procedures regarding the selection of chairs/vice-chairs for boards, commissions and committees.*

There are no established procedures for boards and commissions to follow in the selection of its officers. Staff is recommending ORS discussion to determine the pros and cons of requiring a consistent procedure, similar to the voting process to select the Council President and Council President Pro Tem.

3. *Code/rule amendments to allow ARCOM to require landscaping, fences, etc. as part of the demolition approval process.*

In recent months, there has been an increase in complaints received from residents who abut properties that have been demolished. The complaints include quality of life issues, such as dust blowing into residents' yards and unsightly properties where demolitions have occurred. Staff is requesting that ORS discuss mandating projects that include demolition to erect fencing and/or increased landscaping, above what is currently required, on the subject property.

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

There have been concerns voiced by residents in neighborhoods where new home projects have been approved by ARCOM that they had not been notified of the meetings at which the homes had been approved. Potential study could include expanding the current 250 foot radius for notifications to a larger geographic area and to require noticing for additional types of ARCOM projects.

cc: John C. Randolph, Town Attorney
H. Paul Brazil, P.E., Director of Public Works
John Page, Director of Planning, Zoning & Building

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda

Consent - Other

Agenda Title

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

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

Presenter

ATTACHMENTS:

- **Memorandum Dated June 1, 2017, From John S. Page, Director of Planning, Zoning & Building**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Request to Consider Ordinance No. 15-2017 Prior to 5:00 p.m. at a Public Hearing

Date: June 1, 2017

STAFF RECOMMENDATION

Staff recommends that the Town Council conduct the public hearings on Ordinance No. 15-2017 at the Town Council meetings at which the proposed Ordinance is to be heard prior to 5:00 p.m. The proposed Ordinance will be heard on first reading at the June 14, 2017 meeting, and it is anticipated that the second reading will be on July 12, 2017. If the Town Council adopts the Consent Agenda the Staff recommendation will be effectuated.

GENERAL INFORMATION

Florida Statutes require the Town Council hold at least one of two public hearings to adopt a comprehensive plan amendment or zoning amendment ordinance after 5:00 p.m. However, the Statute provides that the time can be changed if a majority plus one of the local governing body elect to have a hearing at another time. Staff is requesting that the Town Council elect to conduct the public hearings on Ordinance No. 15-2017 during the course of the normal Council business. The first reading of the proposed Ordinance will be on June 14, 2017. Second reading on July 12, 2017. All public hearings may occur before 5:00 p.m.

TGB:jsp:pc

cc: John C. Randolph, Town Attorney
Jay Boodheshwar, Deputy Town Manager
Susan A. Owens, Town Clerk
Veronica B. Close, AICP, Planning, Zoning and Building Asst. Director
Paul W. Castro, AICP, Zoning Administrator
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TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda

Consent - Other

Agenda Title

Request to Consider 30-year Financing for the Neighborhood Undergrounding Project for the Nightingale/La Puerta Way Assessment Area

Jay Boodheshwar, Deputy Town Manager

Presenter

ATTACHMENTS:

- ▣ **Memorandum Dated June 5, 2017, From Jay Boodheshwar, Deputy Town Manager**
- ▣ **Sample Letter Dated May 8, 2017, Sent to Property Owners in Assessment Area**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Internal Financing for the Nightingale Trail/La Puerta Way Underground Utilities Project

Date: June 5, 2017

STAFF RECOMMENDATION

Staff recommends that the Town Council approve internal financing for a 30-year period for the Nightingale Trail/La Puerta Way Underground Utilities Project that is anticipated to be substantially complete by October 2017.

GENERAL INFORMATION

In 2013, residents of the Nightingale Trail/La Puerta Way neighborhood requested and received permission to proceed with an underground utilities project. After the Town made the decision to proceed with Townwide undergrounding, the residents of the Nightingale Trail/La Puerta Way neighborhood UG project decided to proceed with their project as planned.

The annual special assessments for residents within the assessment area was previously approved by Town Council to be paid over a 20-year period until the debt is retired for this project, which is estimated to be approximately \$1,101,575.

At the May 12, 2015, meeting, Town Council meeting approved a 20-year internal financing plan to fund the costs of this project. The associated debt would be repaid via annual assessments to all property owners in the assessment area. Subsequent to this meeting final design was completed, the project was competitively bid and a contract was awarded to complete the conversion of the overhead lines to underground and address ancillary drainage issued (funded separately through the Town's capital improvement budget). Construction is progressing is expected to be complete in October 2017.

In response to a recent project update sent to property owners in the assessment area, staff was contacted by a few residents to inquire about the feasibility of switching from a 20-year to a 30 year financing plan. Staff has reviewed this request and have no concerns with the additional 10 years of financing. (Thirty years would be consistent with the anticipated assessment period for the Town-wide project.) Residents were sent a letter in early May indicating the intent to present the request to switch to a 30-years financing plan at the June 2017, Town Council meeting and to

advise staff if there were concerns prior to June 2, 2017. (See attached letter). Staff received communications from three property owners in agreement with the change and questions/concerns from one. Said questions, which related primarily to financing interest rates, assessment fees and final project costs have been answered.

If the Town Council approves the 30-year financing plans, the next step to bring this matter to fruition will include the imposition for the annual assessment. Action items for Council consideration, relative to the assessment, will be presented in July.

FUNDING/FISCAL IMPACT

All costs incurred by the Town are internally financed for this and other neighborhood assessment projects. All costs incurred by the Town are passed on to the property owners benefitting from the improvements constructed in the project by the use of special non-ad valorem assessments pursuant to F.S. 197. 3632.

Attachment

cc: Jane Struder, Director of Finance

May 8, 2017

Re: Nightingale/La Puerta Way Underground Project Annual Assessment

Great progress continues with the Nightingale Trail and La Puerta Way neighborhood underground utility project and we remain on schedule to be complete by the end of October. We are currently in Phase 2 of the project, which consists of completing the equipment installation within the easements and pulling new cable through the new underground conduits.

In the April 2017 update letter, we confirmed that Nightingale and La Puerta Way project consists of two sections: (1) properties within the assessment area and (2) properties that are adjacent to the assessment area. The assessment area portion consists of the properties where residents approved the utilization of the special assessment process for funding of the neighborhood underground utility project. Please note that the work associated with drainage on La Puerta Way and additional conduit for the Town-wide undergrounding project are not included in the assessment costs.

The annual special assessments for residents within the assessment area was previously approved by Town Council to be paid over a 20-year period until the debt is retired for this project, which is estimated to be approximately \$1,101,575. Some of your neighbors have approached the Town to request that Town Council consider changing the financing period from 20 years to 30 years for the total project cost. The estimated annual assessment for your property is \$2,322 for the 20-year period and \$1,760 for the 30-year period. Both estimates assume and include an annual interest rate of 2.17%, and costs associated with administering the assessment. Please note that the interest rate is variable and therefore subject to future increases. Please also note that you may pre-pay the balance associated with your property without penalty at any time to avoid future interest charges and administrative costs.

Staff intends to request Town Council consideration for a 30-year financing plan for the costs associated with your neighborhood project at the June 13, 2017, Town Council meeting. If you are in opposition to the change from 20 years to 30 years or would like to send a letter in support of the change, please contact me in writing by email (jboodheshwar@townofpalmbeach.com) or send me a letter to address below by June 2, 2017.

We thank you for your attention and continued support/patience as this project moves toward completion. The Town remains committed to completing the project with as few impacts as possible. If you have any questions, please do not hesitate to contact me.

Sincerely,



Jay Boodheshwar
Deputy Town Manager

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda

Consent - Other

Agenda Title

Authorization for Finance and Taxation Committee Meeting

Jane Struder, Director of Finance

Presenter

ATTACHMENTS:

- ▣ **Finance & Taxation Committee Meeting Memo**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 2017

To: Mayor and Town Council

From: Thomas G. Bradford, Town Manager

Re: Authorization for Finance and Taxation Committee Meeting

Date: June 5, 2017

STAFF RECOMMENDATION

Staff recommends Town Council authorize the Finance and Taxation Committee of the Town Council to meet in preparation for the Special Town Council Meeting on July 11, 2017. The Town's preliminary FY2018 Budget will be presented at the Special Town Council meeting on July 11th.

GENERAL INFORMATION

The following topics will be discussed at the Finance and Taxation Committee Meeting:

- FY2017 Budget Status Update
- FY2018 Budget Presentation Update
- Zero Base Line Item Budgeting

cc: Department Directors
Jay Boodheshwar, Deputy Town Manager

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda

Board/Commission Annual Report

Agenda Title

Planning & Zoning Commission Annual Report

Martin I. Klein, Chair

Presenter

ATTACHMENTS:

- **Memorandum Dated June 1, 2017, From John S. Page, Director of Planning, Zoning & Building**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Annual Report - Planning and Zoning Commission

Date: June 1, 2017

STAFF RECOMMENDATION

Staff recommends that the Town Council hear and accept the Planning and Zoning Commission Annual Report for 2016-2017.

GENERAL INFORMATION

Attached Exhibit A is a summary of the activities of the Planning and Zoning Commission for the past year. The Chair of the Planning and Zoning Commission is prepared to address the Town Council with comments regarding the Planning and Zoning Commission's activities, and to answer any questions. If you have any questions about any of the attached information, please contact Paul Castro, Zoning Administrator, at 227-6406.

cc: Planning and Zoning Commissioners
Jay Boodheshwar, Deputy Town Manager
John C. Randolph, Town Attorney
Veronica B. Close, AICP, Asst. Director, Planning, Zoning and Building Department
Paul W. Castro, AICP, Zoning Administrator
John Lingdren, AICP, Planning Administrator
zf

EXHIBIT A
PLANNING AND ZONING COMMISSION ACTIVITIES

- Studied the site plan review, special exception and variance approval requirements for building new single-family homes on nonconforming lots (make this an administrative task).
Adopted more restrictive requirements by Ordinance #4-2016.
- Studied a proposed modification to the nonconforming building/structure provisions, and related code sections, to clarify that vacant property cannot be divided from abutting land in the same ownership when a property split would create or increase nonconformities to a building or structure.
Accepted Commission recommendation to the LPA and Town Council to make no changes.
- Studied the 50% cubic footage demolition provision to add clarifying language that demolition which cumulatively exceeds 50% has to meet all Code provisions.
Adopted Commission recommendation by Ordinance #4-2016.
- Studied the elimination of a provision requiring houses with parapets on pitched roofs to have their overall height measured as a flat roof.
Adopted Commission recommendation by Ordinance #4-2016.
- Studied the sign lighting requirements to specify when lighting may be allowed and when prohibited, including necessary approval process.
Adopted Commission recommendation by Ordinance #4-2016.
- Studied swimming pool setback requirements to determine if changes should be recommended.
Accepted Commission recommendation to the LPA and Town Council to make no changes to setbacks and adopted Commission recommendation on landscape maintenance by Ordinance #4-2016.
- Studied a Code provision requiring a concrete block masonry wing wall around generators in required setbacks and exempting temporary generators from the generator regulations during or after a natural disaster.
Adopted Commission recommendation by Ordinance #4-2016.
- Studied a Code provision requiring a concrete block masonry wing wall around cooling towers in required setbacks.
Adopted Commission recommendation by Ordinance #4-2016.
- Studied varying side yard setback requirements and possible related Zoning Code requirements on smaller lots on Seaview Avenue, Seaspray Avenue and Seabreeze Avenue in the R-B zoning district for consistency and appropriateness. Also provided draft language for limiting the maximum lot size on the “Sea Streets” to prevent the combination of existing lots in order to build larger homes.

- *Adopted Commission recommendation as modified by Town Council by Ordinance #16-2016.*
- Studied the point of measurement requirements to determine if the measurement of height, overall height, building height plane, and cubic content ratio (R-B District) should be measured from the natural grade of a lot rather than the highest street elevation in front of a lot.
Accepted Commission recommendation to the LPA and Town Council to make no changes.
- Studied language governing maximum linear building dimensions and lot coverage to prevent same from applying to underground structures in sub-basements not visible aboveground.
Adopted Commission recommendation by Ordinance #16-2016.
- Studied minimum landscaped open space requirements, clarifying how same is to be calculated when “greenspace” exists above underground structures.
Adopted Commission recommendation by Ordinance #16-2016.
- Studied exempting sub-basements from the maximum building dimension requirement.
Adopted Commission recommendation by Ordinance #16-2016.
- Studied a Code provision allowing individual building elements extending above ground from a single sub-basement to be counted individually for calculating maximum building floor area.
Adopted Commission recommendation by Ordinance #16-2016.
- Studied creating a separate maximum lot coverage requirement for sub-basements.
Adopted Commission recommendation by Ordinance #16-2016.
- Studied revisions to the Code to require transformers for underground electric utilities and all other essential service boxes to be screened from the street.
Adopted Commission recommendation by Ordinance #16-2016.
- Considered application by The Breakers Palm Beach, Inc., to amend the PUD by extending the lease on the Pine Walk Transfer Station, the date that the golf course is to remain open space, the development of the remaining undeveloped phases and the possible transfer of development rights for 149 dwelling units.
Adopted Commission recommendation by Resolution #60-2016.
- Studied the existing schedule of off-street parking spaces for various land use types to determine if adjustments should be made to the minimum number of required spaces.
Accepted Commission recommendation to the LPA and Town Council to make no changes.
- Studied the creation of Zoning Code provisions regulating medical marijuana treatment center, medical marijuana dispensaries and cannabis cultivation.
Adopted Commission recommendation by Ordinance #24-2016.

- Studied the creation of Zoning Code provisions to provide reasonable accommodation procedures in the Code pursuant to the Fair Housing Amendments Act.
Adopted Commission recommendation by Ordinance #24-2016.
- Studied a Code provision to prohibit light trespass.
Adopted Commission recommendation by Ordinance #24-2016.
- Studied Code provisions to allow outdoor seating in the C-PC Commercial Zoning District.
Adopted Commission recommendation by Ordinance #1-2017.
- Studied a Comprehensive Plan Text Amendment changing the Town-serving threshold in the Commercial Future Land Use Category for the C-PC Commercial Zoning District from 2,000 to 3,000 square feet gross leasable area.
Adopted Commission recommendation by Ordinance #2-2017.
- Studied Code revisions to increase the Town-serving threshold in the C-PC Commercial Zoning District from 2,000 to 3,000 square feet gross leasable area.
Adopted Commission recommendation by Ordinance #3-2017.
- Studied Zoning Code provisions conditionally allowing storage facilities related to a permitted or special exception use in the C-WA, C-TS, C-OPI and C-B Commercial Zoning Districts.
Adopted Commission recommendation by Ordinance #8-2017.
- A Completed the evaluation and appraisal process of the Town's Comprehensive Plan.
Adopted Commission recommendation with modifications by Ordinance #9-2017.

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda Committee Reports

Agenda Title

Report of the Public Works Committee Meeting of May 5, 2017

Margaret A. Zeidman, Chair

Presenter

ATTACHMENTS:

- ▣ **Report of the Public Works Committee Meeting of May 5, 2017**

REPORT OF THE PUBLIC WORKS COMMITTEE MEETING
HELD ON FRIDAY, MAY 5, 2017

1 I. CALL TO ORDER AND ROLL CALL

2
3 The Public Works Committee Meeting was called to order on Friday, May 5, 2017, at
4 10:00 a.m., in the Town Council Chambers. On roll call, all Committee Members were
5 found to be present.
6

7
8 II. APPROVAL OF AGENDA
9

10 **It was the consensus of the Public Works Committee to approve the Agenda as**
11 **printed.**
12

13
14 III. COMMUNICATIONS FROM CITIZENS - *None*
15

16 IV. OVERVIEW OF REQUEST FOR QUALIFICATIONS SELECTION PROCESS

17 *Patricia Strayer, P.E., Town Engineer*
18

19 Public Works Committee Chair Zeidman explained that the presentation regarding the
20 Request for Qualifications selection process was being provided because there had been
21 many questions from residents about how Town engineering firms and construction firms
22 were selected.
23

24 Town Engineer Patricia Strayer provided an overview of the Request for Proposal (RFP)
25 and the Competitive Contracts Negotiations Act (CCNA).
26

27 Discussion took place regarding the public nature of the selection process, evaluation
28 criteria, final scores and rankings, the Undergrounding RFQ process that had taken place
29 in May. 2016, and the role of the Inspector General in the CCNA process.
30

31 Town Engineer Strayer addressed the concept of linking local and national firms for
32 projects, and explained that could not be accomplished by the Town, because the Town
33 and selection committee could only evaluate what was proposed. The Purchasing
34 Department would accept any questions up to ten days before the proposals were due,
35 and also would ask the Public Works Department if there were particular companies that
36 may be interested.

1
2 Town Engineer Strayer clarified that Continuing Service Contracts also follow the entire
3 CCNA process. She further explained that there were Continuing Service Contracts for
4 both Professional Services, and Construction Management at Risk. The three firms used
5 for Professional Services were Chen, Moore & Associates, Kimley-Horn & Associates,
6 and Mock Roos & Associates. The three firms used for Construction Manager at Risk
7 were Burkhardt Construction, Inc., Hedrick Brothers, Inc., and Whiting Turner, Inc..
8 These firms were used only if the study was less than \$200,000, or the design was less
9 than \$2,000,000. She explained the rotation process with the use of Continuing Service
10 Contracts. Any Purchase Order over \$25,000 would come before the Town Council for
11 approval. She provided some examples of Continuing Service Contracts: the re-design
12 of the Police Department facility bathroom and locker room, because they were outdated
13 and needed to meet Americans with Disabilities Act (ADA) requirements; Atlantic,
14 Dunbar and Everglades streets for specific localized drainage improvements; mid-Town
15 lifeguard and restroom improvements.

16
17 Town Engineer Strayer pointed out that Kimley-Horn and Mock Roos were firms that
18 want to do work for the Town, and therefore spend considerable time and effort to study
19 the Town, identify the problems, and submit a proposal conveying their knowledge of the
20 Town.

21
22 Public Works Committee Member Moore commented that the process was very involved,
23 and the majority of the process was mandated by the CCNA. Members of the public had
24 not been aware of the exact process, and it was now clarified.

25
26 Public Works Director Brazil added that the process was overseen by multiple entities,
27 with involvement of the Town Council, Committee Members, and the Inspector General.
28 He noted that the selection committee was very diverse, with people coming from very
29 different perspectives reaching consistent conclusions.

30
31 Discussion took place regarding "cookie cutter" proposals provided by firms that did not
32 exhibit basic knowledge of the Town, however, all were evaluated by the selection
33 committee for the project.

34
35 Susan Gary, 229 Onondaga spoke regarding her appreciation for the thorough
36 presentation by Town Engineer Strayer, and pointed out her own experience with the
37 largest architectural/engineering company in the United States. From the perspective of a
38 client, the more information provided to potential proposers, the better it was for the
39 client. She suggested that the Town process could be fine tuned for larger, specialized
40 projects by having an industry day, or marrying up those local firms who knew the Town
41 with national experts.

42
43 Public Works Director Brazil commented regarding the concept of marrying up two firms
44 with local and national expertise, noting that potential proposers would have to
45 recommend that to the Town. Also, as opposed to an industry day, the Town typically
46 held a pre-proposal meeting, however very few firms usually showed up; the Purchasing

1 Department would ask all departments if there were companies that may be interested,
2 and also they would accept any questions up to ten days before the submittals were due,
3 so if anyone wanted to know more, that opportunity existed.
4

5 Ms. Gary responded that an industry day was different than a pre-proposal meeting that
6 was focused on a particular project, and her suggestions to marry up national firms was
7 not intended for the Town to do that, however proposers could be encouraged that the
8 Town was receptive to it.
9

10 Town Engineer Strayer commented that the U.S. Army Corps of Engineers held an
11 annual industry day, and staff could discuss scheduling a similar day regarding
12 prospective projects anticipated to occur within the upcoming year.
13

14 Anita Seltzer, 44 Cocoanut Row, requested clarity with regard to Continuing Contracts.
15

16 Committee Member Moore replied that the Continuing Contracts go through the RFQ
17 process, and then the work is rotated between them.
18

19 Public Works Director Brazil further explained that companies considered for Continuing
20 Services Contracts may or may not list their sub-contractors, however, in the contract
21 with them, the Town would have the provision for them to be able to propose other
22 contractors, and if accepted they would become part of their team for that particular
23 assignment. With larger projects, companies will provide a much more complete list of
24 sub-contractors, because the scope is so well known.
25

26 Ms. Seltzer referred to the Lake Trail and the extension through Bradley Park, and asked
27 what engineering firm was involved, and also referred to her request for an agreement
28 between the Town and the Preservation Foundation with regard to the Bradley Park
29 project.
30

31 Public Works Director Brazil explained that the scope of work covered by the
32 Preservation Foundation donation included the Lake Trail, which was under \$2 million,
33 and was under the threshold to require an RFP. He had made a recommendation to the
34 Town Council that the Lake Trail portion would be pulled out of the project, and built
35 concurrently with the other Lake Trail work that was going to be done, separate from
36 Bradley Park. That allowed more of a contingency for the Bradley Park project, in case
37 there were changes to the plan. The entire package, including the Lake Trail extension,
38 as proposed by Burkhardt Construction, Inc. was under the \$2 million threshold.
39

40 Committee Member Moore explained that the Town had accepted a contribution from the
41 Preservation Foundation for the project. The Town was overseeing the project, and it
42 was a Town beautification park for Bradley Park.
43
44

45 V. EAST CENTRAL REGIONAL (ECR) WATER RECLAMATION FACILITY –
46 OVERVIEW AND UPDATE

1 *Eric Brown, P.E., Assistant Director of Public Works*

2
3 Assistant Public Works Director, Eric Brown, provided an overview of the East Central
4 Regional (ECR) Water Reclamation Facility, which handed the effluent from the Town
5 of Palm Beach. He stated that he was the ECR board member for the Town, with Water
6 Resources Division Manager Doug Terry as alternate member. He explained that the
7 Town was the smallest entity that comprised the five members of the ECR Board, which
8 were essentially the co-owners of the ECR treatment plant. The operating expenses of
9 the treatment plant were allocated based on the effluent flow from each entity; capital
10 expenses were allocated based on the reserve capacity. Also present today was ECR
11 Board Chair Brian Shields, and ECR Owner's Representative Matthew Schultz of MWH
12 Constructions, who was doing the program management.

13
14 Discussion took place regarding the opportunity to piggy back with the City of West
15 Palm Beach new subaqueous water main placement, and to put in a new force main from
16 the Master Pump Station in Bradley Park, saving the Town residents millions of dollars
17 in pipe installation.

18
19 ECR Board Chair Brian Shields provided an overview of his background, and the
20 background and history of the ECR system and partner arrangement.

21
22 Discussion took place regarding ECR Board level voting for construction or consultants
23 by the five entities involved (Palm Beach county, City of West Palm Beach, City of Lake
24 worth, City of Riviera Beach, and Town of Palm Beach), the Consent Order from the
25 Florida Department of Environmental Protection (FDEP) due to the effluent quality going
26 to Florida Power & Light (FPL), progress on compliance with the Consent Order, the
27 equipment failures in the treatment plant, and the likely budget increase in the Town's
28 required ECR contribution.

29
30 Matthew Schultz, ECR Owner's Representative, and program manager with MWH
31 Constructors, provided background on the ECR bio-solids bond-funded project. Because
32 of the significant unknowns, the ECR Board set aside funding to pay for unforeseen
33 conditions, however, currently the project was within budget. The additional capital
34 projects that would be coming up within the next 5 years of time, and the appropriate
35 level of financing for those would be determined.

36
37 Public Works Director Brazil commented that because the ECR project was so large,
38 there was a potential increase in expenses for the Town, and even though the work was
39 bonded through ECR, the Town was paying its operating expenses portion of that.

40
41 Anita Seltzer, 44 Cocconut Row, spoke regarding a concavity in the ground in Bradley
42 Park, asking if it was related to any of the sewer pipes that were put in, and if it impacted
43 the Bradley Park project.

44
45 Public Works Director Brazil replied that he would look at the area in question and
46 provide a response.

Discussion took place regarding the budgeting for personnel included in the ECR budget, and how the facility was operating with the current number of staff vacancies.

Public Works Director Brazil replied that the consultant had recommended bringing the new employees on in stages, so evaluation would occur as the plan came on line. The staffing level at the existing plant had been a concern for the ECR Board, and if staffing levels are not increased soon it could lead to more deferred maintenance, which would lead to increased costs of capital projects, and that was the concern for potential Town liability in the future. Staffing there was a concern, and the consultant had recommended that when the new plant comes on line, a contractual firm may be able to help. He suggested that the ECR Board continue to look at a contractual relationship to be sure that there was not a staffing deficit.

ECR Chair Shields commented that phased hiring was planned for new employees. It was difficult to hire for the existing eleven (11) vacancies since wastewater operators and mechanics were very difficult to find, so the City of West Palm Beach currently had a Request for Proposal (RFP) out for additional augmentation for contract operations people.

VI. UPDATE REGARDING DISPOSAL OF TRASH FOR PRIVATE BEACH CLEAN-UPS

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

Public Works Director Brazil provided an update regarding disposal of trash for private beach clean-ups.

Diane Buhler, Friends of Palm Beach, spoke regarding the logistics of picking up and removing the beach trash, and noted that she had spoken with the Public Works staff regarding access points for bins, and the need to acquire a truck for Friends of Palm Beach to move crew and trash. Fund raising for the truck was now ongoing. There were several upcoming beach clean-ups scheduled.

Public Works Director Brazil commented that he had recommended that Public Works continue to support the beach clean efforts in the monthly clean-ups.

Discussion took place regarding the Friends of Palm Beach collecting private beach trash from 50 Palm Beach streets, and the donations for a truck for the beach cleaning efforts.

VII. PROPOSED STUDY FOR REGULATING OVERSIZED VEHICLES ON TOWN ROADWAYS

Eric Brown, P.E., Assistant Director of Public Works

Public Works Assistant Director Eric Brown provided an overview of staff

1 recommendations for conducting a study for regulating oversized vehicles on Town
2 roadways. He explained that the regulation of vehicular traffic on Town roadways was
3 made more complicated since the State roads and bridges managed by the Florida
4 Department of Transportation (FDOT) are a significant part of the overall roadway
5 system and cannot be regulated by the Town. Staff recommended that a consultant is
6 hired to determine the feasibility of a traffic engineering program and implementation
7 procedures.

8
9 Discussion took place regarding the procedure to obtain a proposal, property damage
10 caused by oversized vehicles, the narrow width of Town roads, and steps that Town staff
11 could take to alert truckers of the problem, .

12
13 Susan Gary, 229 Onondaga, spoke regarding the traffic incidents on Onondaga, the
14 recommendation for a study, examples of signs that could be posted on the roads, the
15 complexities of regulation, contacting other communities with the problem, as well as
16 contacting the Florida League of Cities, and Association of Traffic Engineers.

17
18 **It was the consensus of the Public Works Committee to request that staff look into**
19 **reaching out to the public with education/awareness information until regulations**
20 **are in place, and to simultaneously reach out to a traffic engineer to discuss the**
21 **scope of service and costs and return to the Public Works Committee with that**
22 **information.**

23
24
25
26 VIII. REQUEST FOR THE PUBLIC WORKS COMMITTEE TO STUDY THE FLORIDA
27 DEPARTMENT OF TRANSPORTATION PROPOSAL FOR WIDENER'S CURVE
28 *Patricia Strayer, P.E., Town Engineer*

29
30 Public Works Director Paul Brazil reported that a Town resident had approached the
31 Florida Department of Transportation (FDOT) with a concern regarding safety issues on
32 Widener's Curve, and consultant Traffic Engineer Adam Kerr would provide the
33 response of FDOT.

34
35 Adam Kerr, Traffic Engineer Kimley-Horn & Associates, provided an overview of the
36 response of FDOT to the resident, with the only item that did not meet the FDOT
37 standards being the stopping sight distance, and the recommendation of FDOT to
38 increase the visibility of the curve with internally illuminated raised pavement markers,
39 which FDOT would install if desired.

40
41 Discussion took place regarding the Town's liability, the aesthetics of the pavement
42 markers, the need for hedge trimming at Mar-a-Lago, and a re-evaluation by FDOT for
43 alternatives.

44
45 **It was the consensus of the Public Works Committee to recommend the proposal for**
46 **internally illuminated raised pavement markers to the Town Council for**

1 **information and direction, to be added as a Consent Agenda item at the June 13,**
2 **2017, Town Council meeting, and to request that adjacent property owners are**
3 **notified of the FDOT proposal that came about as a result of the study.**
4

5
6 IX. TRAFFIC STUDY RECOMMENDATIONS FOR NORTH OCEAN WAY
7 INTERSECTIONS

8 *Eric Brown, P.E., Assistant Director of Public Works*
9

10 Assistant Public Works Director Eric Brown provided information regarding safety
11 concerns on North Ocean Way, the temporary stop signs that had been put in, and the
12 study done by Kimley-Horn & Associates. The recommendation had been that safety
13 could be enhanced by signage with four way stops, and visibility could be improved by
14 requiring trimming of hedges and removing vegetation on private right-of-ways.
15

16 Public Works Director Brazil commented that staff wanted to bring this issue to the
17 attention of the Public Works Committee as more stops signs are installed, many on
18 private property in the neighborhood, and pointed out there may be a code compliance
19 issue at some point with the significant trimming of hedges that would be necessary.
20

21 Discussion took place regarding the importance of safety in the area.
22
23

24 X. ANY OTHER MATTERS
25

26 There were none.
27
28

29 XI. ADJOURNMENT
30

31 There being no further business, the Public Works Committee meeting of May 5, 2017,
32 was adjourned at 12:40 p.m.
33
34

35 APPROVED:
36
37
38

39 _____
40 Margaret A. Zeidman
41 Chair
42

43 ATTEST:
44
45
46 _____

1 Susan A. Owens, MPA, MMC
2 Town Clerk
3
4 Date: _____

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda
Committee Reports

Agenda Title

Report of the Ordinances, Rules & Standards Committee Meeting of May 04, 2017
Bobbie Lindsay, Chair

Presenter

ATTACHMENTS:

- **Report of the Ordinances, Rules & Standards Committee Meeting of May 04, 2017**



TOWN OF PALM BEACH

Office of the Town Clerk

REPORT OF THE ORDINANCES, RULES AND STANDARDS COMMITTEE MEETING HELD ON THURSDAY, MAY 4, 2017
--

I. CALL TO ORDER AND ROLL CALL

The Ordinances, Rules, and Standards Committee (ORS) meeting was called to order on Thursday, May 4, 2017, at 9:30 a.m. On roll call, all of the Committee Members were found to be present.

II. APPROVAL OF AGENDA

The Agenda was approved as printed.

III. COMMUNICATIONS FROM CITIZENS - *None*

IV. REGULAR AGENDA

A. Old Business

1. Regulation of Vehicles for Hire, Including Internet-Based Ride Sharing Programs (Jay Boodheshwar, Deputy Town Manager)

Deputy Town Manager Boodheshwar provided background information and history of the regulation of internet-based ride sharing programs. He noted recent regulations by the State Legislature in this regard, and identified the actions that would be necessary to ensure the Town's Vehicle for Hire ordinance is sufficient to enforce Town rules, while staying in conformance with state regulations.

Discussion took place regarding the preemption of state regulations when President Trump was in Town, and the procedures for vehicles for hire in the current Town ordinance.

Accounting Supervisor Amy Wood provided information regarding the procedure in place in the current ordinance regulating vehicles for hire, including the insurance requirements, vehicle standards, vehicle functionality, vehicle aesthetics, and the inspection of the vehicle by Code Enforcement staff.

It was the consensus of the ORS Committee to review the proposed Vehicle For Hire ordinance modifications at the June 2, 2017 ORS meeting, and if found acceptable to forward it to the Town Council for first reading and final approval.

2. Potential Code Change to Modify Dates of Construction Season (John Page, Director of Planning, Zoning and Building)

Director of Planning, Zoning and Building John Page provided an overview of the existing language in the Town Code regulating construction hours, reviewed the staff-solicited feedback received from local contractors regarding the possibility of altering permissible construction hours, allowing additional hours for quiet work, and additional restrictions for construction hours and duration.

Building Official Bill Bucklew commented regarding the construction noise and parking issues. He discussed staff actions that are being considered for tightening up the parking situation.

Discussion took place regarding the issuance of right-of-way parking permits, permits that block arterial roadways, clarifying that the permits need to be displayed on the parked vehicle, getting the property owners involved early in the permit process, complaints of residents regarding construction noise and parking, improving internal staff communication/coordination when right-of-way parking permits are issued, methods of improving construction noise particularly on Saturdays, and adjusting construction hours for inside work only.

Deputy Town Manager Boodheshwar commented that a major theme for staff was to improve the coordination of on street parking issues relating to the construction projects.

It was the consensus of the ORS Committee to direct staff to review the construction noise and parking issues, and return at the June 2, 2017, ORS Committee meeting with suggestions for improvements.

Chair Lindsay invited residents to attend the June 2, 2017, ORS Committee meeting for input on these matters.

3. Potential Amendment of Town Code, Relative to Service Charges for False Alarms (Martin DeLoach, Fire Marshal)

Deputy Town Manager Boodheshwar provided a summarization of the background concerning modifications to regulations addressing false fire alarm calls.

Fire Marshal Martin DeLoach spoke regarding the staff recommendations for a proposed amendment to the Town Code of Ordinances at Section 38-35, pertaining to service charges for excessive false alarms, and the notice that would go out to all contractors working in the Town.

Discussion took place regarding the deployment of fire-rescue apparatus and personnel to respond to false fire alarms, the number of false fire alarms caused by contractor error, smoke detector false

**REPORT OF THE ORDINANCES, RULES AND STANDARDS COMMITTEE MEETING
HELD ON THURSDAY, MAY 4, 2017**

alarms, the educational notice to contractors prepared by Fire Marshal DeLoach, and notification to property owners of false fire alarm calls.

In response to the inquiry of Chair Lindsay, Fire Marshal DeLoach provided information regarding the numbers of false alarm calls during the 12 months that he had reviewed; 368 false alarms, of which 92 were contractor derived.

Committee Member Araskog suggested that the proposed amendment language in Section 38-35, parts (a) and (b), should remain consistent and parallel, and clarified that the intent was to include alarm companies as contractors.

Deputy Town Manager Boodheshwar commented that the primary issue was the deployment of fire-rescue resources for false alarm calls. He confirmed that the amendments to the ordinance would be reviewed by Town Attorney Randolph, along with Ms. Araskog's suggestions, for first reading of the ordinance at the June 13, 2017, Town Council meeting.

Deputy Fire-Rescue Chief Donatto urged the ORS Committee to support this effort and the recommendations of Fire Marshal DeLoach, that it was a departmental goal to reduce the number of false alarms, because each one was taking away service from someone who truly needed it.

Chair Lindsay and Committee Member Araskog expressed thanks to Deputy Fire-Rescue Chief Donatto, and Fire Marshal DeLoach for the hard work they had done in addressing the false fire alarm issue.

4. Study Regulations Regarding Landscape Activity within the Conservation
Zoning District (Veronica Close, Assistant Director of Planning, Zoning and
Building)

Planning, Zoning and Building Assistant Director Veronica Close reviewed the proposed changes to the Town Code of Ordinances, Chapter 66, Article IV., outlining requirements related to work in the Conservation District and requested authorization for staff to prepare an ordinance for first reading.

Discussion ensued regarding removing the proposed language concerning the use of heavy equipment, in order to allow some latitude in designating areas where it could be used.

Katie Carpenter, 206 Seaspray Ave, spoke as a member of the Audubon committee caring for Bingham Island, and expressed the gratitude of the whole Audubon team.

Discussion ensued regarding native trees in the right-of-way controlled by the Florida Department of Transportation (FDOT) that will be destroyed unless they could be relocated, and Ms. Carpenter's communication with FDOT in this regard.

**REPORT OF THE ORDINANCES, RULES AND STANDARDS COMMITTEE MEETING
HELD ON THURSDAY, MAY 4, 2017**

It was the consensus of the ORS Committee that an ordinance amending Chapter 66, Article IV of the Town Code of Ordinances will be prepared for first reading at the June 13, 2017, Town Council meeting.

B. New Business

1. None

V. **ANY OTHER MATTERS** - *None*

VI. **ADJOURNMENT**

There being no further business, the Ordinances, Rules, and Standards meeting was adjourned at 10:43 a.m.

APPROVED

Bobbie Lindsay
Chair

ATTEST:

Susan A. Owens, MPA, MMC
Town Clerk
Date: _____

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Town-wide Underground Project:

Thomas G. Bradford, Town Manager

TIME CERTAIN 2:00 PM

- a. Project Update
- b. Underground Utility Project Dashboard
Jane Struder, Director of Finance
- c. Results of RFP No. 2017-33 for a Line of Credit for the Undergrounding Project and a Request for Approval to Use the One Cent Sales Tax Revenue for the Underground Utility Project.
Jane Struder, Director of Finance
- d. RESOLUTION NO. 090-2017 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Relating To The Underground Utility Improvements; Describing The Property To Be Included Within The Proposed Underground Utility Assessment Area And The Local Improvements To Be Provided Therein; Providing Certain Legislative Findings; Determining The Estimated Capital Cost Of The Underground Utility Improvements; Establishing The Method Of Assessing The Project Cost Against The Properties That Will Be Benefitted Thereby; Establishing Other Terms And Conditions Of The Assessments; Directing The Town Manager To Prepare A Preliminary Assessment Roll; Establishing A Public Hearing To Consider Imposition Of The Proposed Improvement Assessments And The Method Of Their Collection; Directing The Provision Of Notice; Providing For Application Of The Improvement Assessment Proceeds; Decalring The Town's Intent For Reimbursement From Bond Proceeds; And Providing For An Effective Date.
Jane Struder, Director of Finance
- e. EMERGENCY ORDINANCE NO. 18-2017 An Emergency Ordinance Of

The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Providing For An Amendment To The Town's Budgets Adopted For The Fiscal Year Commencing October 1, 2016; And Providing An Effective Date.

Jane Struder, Director of Finance

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

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

g. RESOLUTION NO. 092-2017 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 For The Town-Wide Overhead Utility Undergrounding Phase 1 North To Kimley-Horn And Associates, Inc., In An Amount Not-To-Exceed \$230,532, And Establishing A Construction Phase Engineering Services Budget Of \$253,532 From The Town-Wide Undergrounding Of Utilities Fund, Street Water Main Improvements On East Inlet Drive And Lauria Lane In The Amount Of \$44,262 And Establishing A Construction Phase Engineering Services Budget Of \$48,662 From The City Of West Palm Beach Renewal And Replacement 457 Fund, Sewer And Drainage Improvements On Onondaga Avenue In The Amount Of \$40,550 And Establishing A Construction Phase Engineering Services Budget Of \$44,550 From The Accelerated Capital Improvements Fund.

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

h. RESOLUTION NO. 093-2017 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Awarding A Construction Manager At Risk Contract To Whiting-Turner Contracting Company, For The Town-wide Overhead Utility Undergrounding Phase 1 South, And Associated Capital Improvements Broken Down As Follows: Phase 1 South Utility

Undergrounding In The Amount Of \$4,450,977.22 And Establishing A Construction Phase Budget Of \$4,695,977.22 From The Town-wide Undergrounding Of Utilities Fund; Undergrounding Of The Overhead Utilities Within The City Of Lake Worth Along South Ocean Boulevard In The Amount Of \$351,081.21 From The Town's General Capital Fund; Street Lighting Upgrades From Sloan's Curve To Lake Avenue In The Amount Of \$2,345,643.52 And Establishing A Construction Phase Budget Of \$2,580,000 From The Accelerated Capital Improvements Fund; Drainage Improvements In The Amount Of \$150,450.23 And Establishing A Construction Phase Budget Of \$165,500 From The Accelerated Capital Improvements Fund For A Total Purchase Order In The Amount Of \$7,298,152.18 And Establishing A Total Construction Budget Of \$7,792,558.43.

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

i . RESOLUTION NO. 094-2017 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 For The Town-wide Overhead Utility Undergrounding Phase 1 South Project Broken Down As Follows: Kimley-Horn And Associates, Inc., In An Amount Not-To-Exceed \$283,880, And Establishing A Construction Engineering Phase Services Budget Of \$315,000 From The Town-wide Undergrounding Of Utilities Fund; Undergrounding Of The Overhead Utilities Within The City Of Lake Worth Along South Ocean Boulevard In The Amount Of \$14,941 And Establishing A Construction Engineering Phase Services Budget Of \$16,500 From The Town's General Capital Fund; Street Lighting Upgrades From Sloan's Curve To Lake Avenue In The Amount Of \$141,511 And Establishing A Construction Engineering Phase Services Budget Of \$156,000 From The Accelerated Capital Improvements Fund; Drainage Improvements In The Amount Of \$56,410 And Establishing A Construction Engineering Phase Services Budget Of \$62,500 From The Accelerated Capital Improvements Fund For A Total Purchase Order In The Amount Of \$496,742, And Establishing A Total Construction Phase Engineering Budget Of \$550,000.

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

j . RESOLUTION NO. 095-2017 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving A Purchase Order To Kimley-Horn And Associates, Inc. In The Amount Of \$978,658 For Phase 2 Engineering Design Services Of The Town-Wide Undergrounding Of Utilities Program.

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

k . RESOLUTION NO. 096-2017 A Resolution Of The Town Council Of The

Town Of Palm Beach, Palm Beach County, Florida, Approving A Purchase Order To Patterson & Dewar In The Amount Not-To-Exceed \$100,000 For The Peer Review Of Town-Wide Underground Utilities Master Plan.

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

1. RESOLUTION NO. 089-2017 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving Funding For The Town-wide Overhead Utility Undergrounding Phase 1 - North And South Direct Costs To FP&L In The Amount Of \$1,404,485.00 , Comcast In The Amount Of \$155,206.81, And AT&T In The Amount Of \$425,611.79 And Establishing A Total Franchise Utility Construction Budget Of \$1,979,303.60.

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

Presenter

ATTACHMENTS:

- ▣ **Underground Utility Project Dashboard**
- ▣ **Results of RFP No. 2017-33 for a Line of Credit for the Undergrounding Project and a Request**
- ▣ **UUTF LOC Presentation**
- ▣ **Emergency Ordinance No. 18-2017 Memo**
- ▣ **Emergency Ordinance No. 18-2017**
- ▣ **Resolution No. 090-2017 Town-wide Undergrounding Project Assessments IAR Memo**
- ▣ **Resolution No. 090-2017 Utility Undergrounding Assessment Methodology Update**
- ▣ **Resolution No. 090-2017 Town-wide Undergrounding Project Assessments IAR**
- ▣ **Resolution No. 091-2017 Approve of PO for Construction Phase Eng Services of Undergrounding Phase 1 North**
- ▣ **Resolution No. 091-2017 Approve of PO for Construction Phase Eng Services of Undergrounding Phase 1 North**
- ▣ **Resolution No. 091-2017 GMP**
- ▣ **Resolution No. 092-2017 to Approve PO for Construction Phase Engineering Services for the Town-wide Overhead Utility Undergrounding Phase 1 Memo**
- ▣ **Resolution No. 092-2017 Approve Construction Phase Eng Svc**
- ▣ **Resolution No. 092-2017 Kimley-Horn Proposal**
- ▣ **Resolution No. 093-2017 Award CMAR Contract for Town-wide Overhead Utility Undergrounding- Phase 1 South Memo**
- ▣ **Resolution No. 093-2017 Award CMAR Contract for Town-wide Overhead Utility Undergrounding- Phase 1 South**

- ▣ **Resolution No. 093-2017 GMP**
- ▣ **Resolution No. 094-2017 Memo to Approve PO Construction Engineering Services Town-wide Underground Phase 1 South**
- ▣ **Resolution No. 094-2017 Approving PO for Construction Phase Engineering Services of Undergrounding Phase 1 South**
- ▣ **Resolution No. 094-2017 Kimley Horn Proposal**
- ▣ **Resolution No. 095-2017 Memo to Approve PO for Phase 2 Engineering Design Services Town-wide Undergrounding**
- ▣ **Resolution No. 095-2017 Approving PO to Kimley-Horn & Associates for Phase 2 Engineering Town-wide Undergrounding**
- ▣ **Resolution No. 096-2017 Peer Review Memo**
- ▣ **Resolution No. 096-2017 Peer Review**
- ▣ **Resolution No. 096-2017 Peer Review RFQ**
- ▣ **Resolution No. 089-2017 Approve Funding for Direct Costs to FPL, Comcast, and AT&T for the Town-Wide Overhead Utility Undergrounding Phase 1 - North and South**
- ▣ **Resolution No. 089-201 Approve Funding for Direct Costs to FPL, Comcast, and AT&T for the Town-Wide Overhead Utility Undergrounding Phase 1 - North and South**



Town Of Palm Beach Undergrounding Project

Report: May 2017

Updates

GO Bond is delayed. Results for LOC will be presented at the UTF and TC meeting.
The Goldmacher lawsuit has been dismissed.

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	95.00%
South End Design	Budget	1	95.00%
	Schedule	1	92.00%

Easement Acquisition

Easement Acquisition	1	68.75%	100.0%
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Financing

Financing	1	25.00%	100.0%
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Communications

Communications	Budget	1	37.12%	100.0%
	Schedule	1	77.00%	100.0%



Saves And Raves

AT&T is exploring opportunities to reduce program costs and are expecting positive results
Thanks to FPL for delivering the binding cost estimate ahead of schedule.

1	100.0%	2.73%	Overall Budget
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Underground Utility Task Force Monthly Progress Report May 2017

Table of Contents

Dashboard Cover Page

1. Kimley-Horn Progress Report
2. Master Plan Gantt Chart
3. Project Design Gantt Chart
4. Budget Report
5. Interest Rate Forecast as of June 2, 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
- Completion Milestones

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
May 31, 2017

Town-Wide Undergrounding Project Progress Report Period: April 28, 2017 to May 26, 2017

I. Scope Update

A. General

- **Schedule:** Project schedule progress is shown below.
 - Master Planning is 99% complete
 - North End Design is 95% complete
 - South End Design is 92% 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 87% of total task budget
 - South End Design at 89% of total task budget
- **Easement Status**
 - Phase 1 North: 71% of easements approved
 - Phase 1 South 60% of easements approved

B. Master Planning Phase

- Incorporated review comments into the master plan document. Prepared electronic version of master plan for online posting.
- Development of 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 Comcast elements.
- Presentations to the Garden Club and Greater South County Road Association to provide a project update and master plan overview.
- Meetings have been coordinated and set with Broadband RFI respondents to discuss interest in more detail. One meeting was held with ITS to discuss their potential interest.

C. Detailed Design Phase

- Subconsultant/utility owner coordination regarding completion of various equipment location revisions due to the easement acquisition and value engineering process. Incorporation of these changes in the bid 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.
- South End commercial service sizing for pump stations.
- Receipt of the FDOT Utility Permit. Progress towards development of the FDOT Landscaping Permit.
- Coordination with the CMARs during the sub-trade bidding process for both the north and south ends.
- Attendance at pre-bid meetings for the north and south phases.
- Response to bidder RFIs and assistance with addendum preparation.
- Receipt of FPL Binding Cost Estimate and Underground Conversion Agreements
- Progress meetings occurred to coordinate various elements of the project.

II. Upcoming Activities (May 27, 2017 – June 26, 2017)

A. Master Planning Phase

- Meetings will continue with consultant team, Town staff, utility providers and potential broadband providers to refine program costs.
- Preparation for presentation of the master plan at the July Town Council meeting.

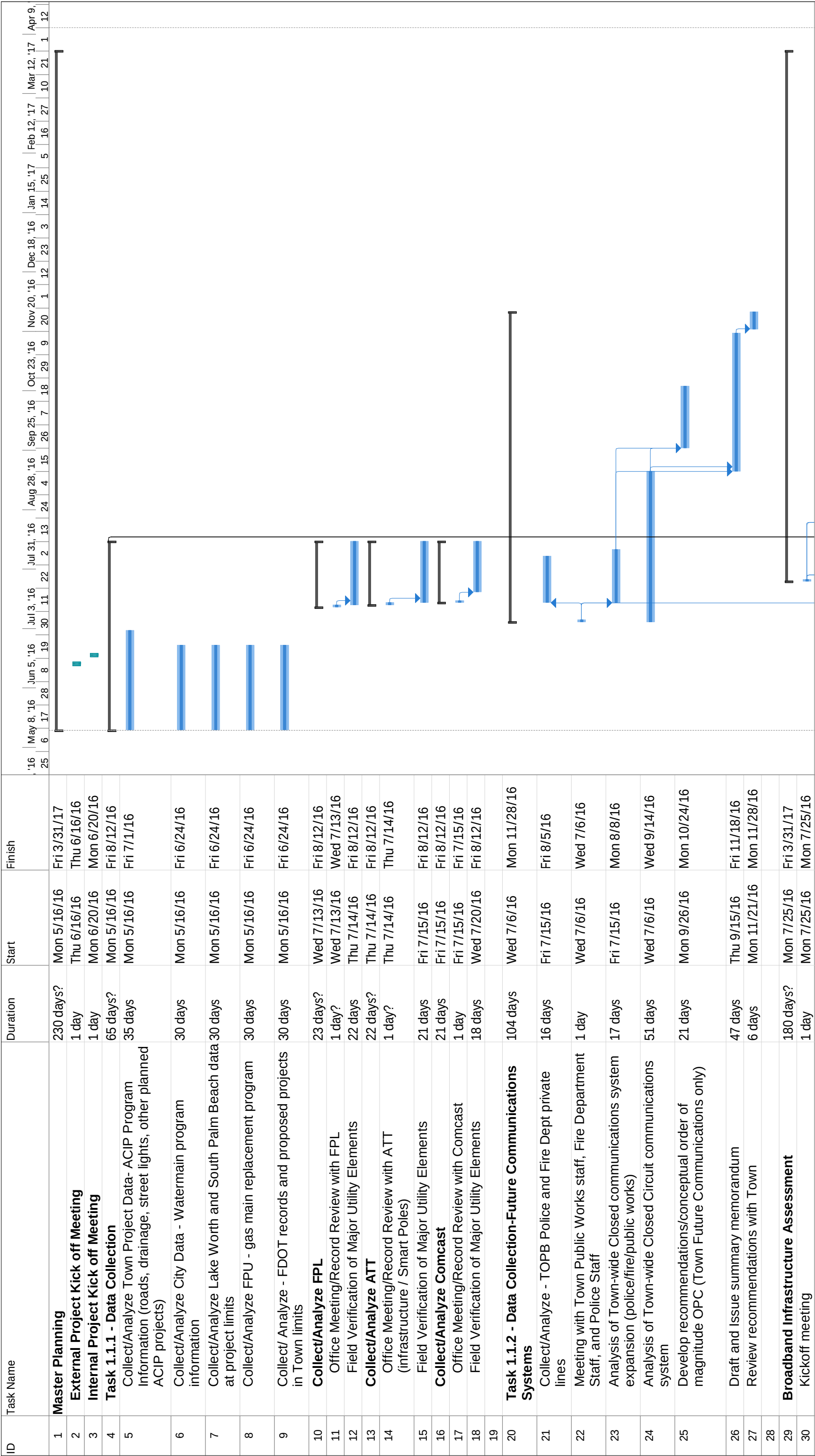
B. Detailed Design Phase

- 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 submit their GMPs to the Town for review and negotiation leading up to the June UUTF and Council meetings.
- Receipt of the Agreements/Invoices from AT&T and Comcast.
- Pending approval by Town Council, CMAR construction contracts will be executed and mobilization will begin.
- Design Progress Meetings will continue to be held with the Design Team and Utility Owners.

III. Saves and Raves

A. *Saves:* We had a positive meeting with AT&T regarding opportunities to reduce program costs. AT&T is currently exploring these opportunities internally and while we don't have exact figures to report, we are optimistic that the results will be positive.

B. *Raves:* We would like to recognize FPL for delivering the binding cost estimate ahead of schedule.



ID	Task Name	Duration	Start	Finish	'16 May 8, '16 6 17 25 Jun 5, '16 8 19 30 Jul 3, '16 11 22 Jul 31, '16 2 13 Aug 28, '16 4 15 26 Sep 25, '16 7 18 Oct 23, '16 9 20 Nov 20, '16 1 12 Dec 18, '16 3 14 25 Jan 15, '17 5 16 27 Feb 12, '17 10 21 Mar 12, '17 1 Apr 9, '17 12
31	Community Needs & Stakeholder Outreach	65 days	Tue 7/26/16	Mon 10/24/16	
32	Broadband Market Analysis	44 days	Tue 7/26/16	Fri 9/23/16	
33	Broadband Issue Analysis	21 days	Mon 9/26/16	Mon 10/24/16	
34	FTTP Data Collection & Benchmarking	46 days	Mon 8/22/16	Mon 10/24/16	
35	FTTP Technical Design Options	46 days	Mon 8/22/16	Mon 10/24/16	
36	FTTP Business Case Analysis	46 days	Mon 8/22/16	Mon 10/24/16	
37	FTTP Financial Evaluation	46 days	Mon 9/26/16	Mon 11/28/16	
38	FTTP Roadmap and Business Plan	25 days	Tue 10/25/16	Mon 11/28/16	
39	Final Presentation and Deliverables	25 days	Tue 10/25/16	Mon 11/28/16	
40	UUTF Presentation	1 day	Tue 12/6/16	Tue 12/6/16	
41	RFI Development	21 days	Fri 1/6/17	Fri 2/3/17	
42	RFI Distribution and Advertisement	21 days?	Mon 2/6/17	Mon 3/6/17	
43	Review RFI Responses and Provide Recommendations	19 days?	Tue 3/7/17	Fri 3/31/17	
44					
45	Task 1.1.3 - GIS Base Map Development - Existing Infrastructure	61 days	Mon 5/16/16	Mon 8/8/16	
46	GIS Map Development Town Project Data- ACIP Program Information	45 days	Mon 5/16/16	Fri 7/15/16	
47	GIS Map Development - Watermain program information	45 days	Mon 5/16/16	Fri 7/15/16	
48	GIS Map Development FPU - gas main replacement program	45 days	Mon 5/16/16	Fri 7/15/16	
49	GIS Map Development - TOPB Police and Fire private lines	17 days	Fri 7/15/16	Mon 8/8/16	
50	GIS Map Development - FDOT records and proposed projects in Town limits	45 days	Mon 5/16/16	Fri 7/15/16	
51					
52	Task 1.2 - Concept Design/Master Plan	99 days	Fri 7/15/16	Wed 11/30/16	
53	Master Plan Design Layout/Workshop - FPL Infrastructure -GIS Maps	78 days	Mon 8/15/16	Wed 11/30/16	
54	Master Plan Design Layout/Workshop - ATT Infrastructure - GIS Maps	59 days	Mon 8/15/16	Thu 11/3/16	
55	Master Plan Design Layout/Workshop - Comcast Infrastructure - GIS Maps	70 days	Mon 8/15/16	Fri 11/18/16	
56	Master Plan Design Layout - Street lights - GIS Area Map	55 days	Mon 7/18/16	Fri 9/30/16	
57	Master Plan Design Layout - CC fiber link and Competitor Communications - GIS Map	17 days	Fri 7/15/16	Mon 8/8/16	
58	Major easement Identification, field verification	47 days	Thu 9/1/16	Fri 11/4/16	
59					
60	Task 1.2.3 - Phase Selection and Development	45 days	Mon 8/8/16	Fri 10/7/16	
61	Phase Selection and Development / GIS Map Development of Phasing Limits (first half of project)	45 days	Mon 8/8/16	Fri 10/7/16	

Project: TOPB UG Master Plann

Date: Fri 5/19/17

Task

Milestone

Summary

Manual Task

Manual Summary

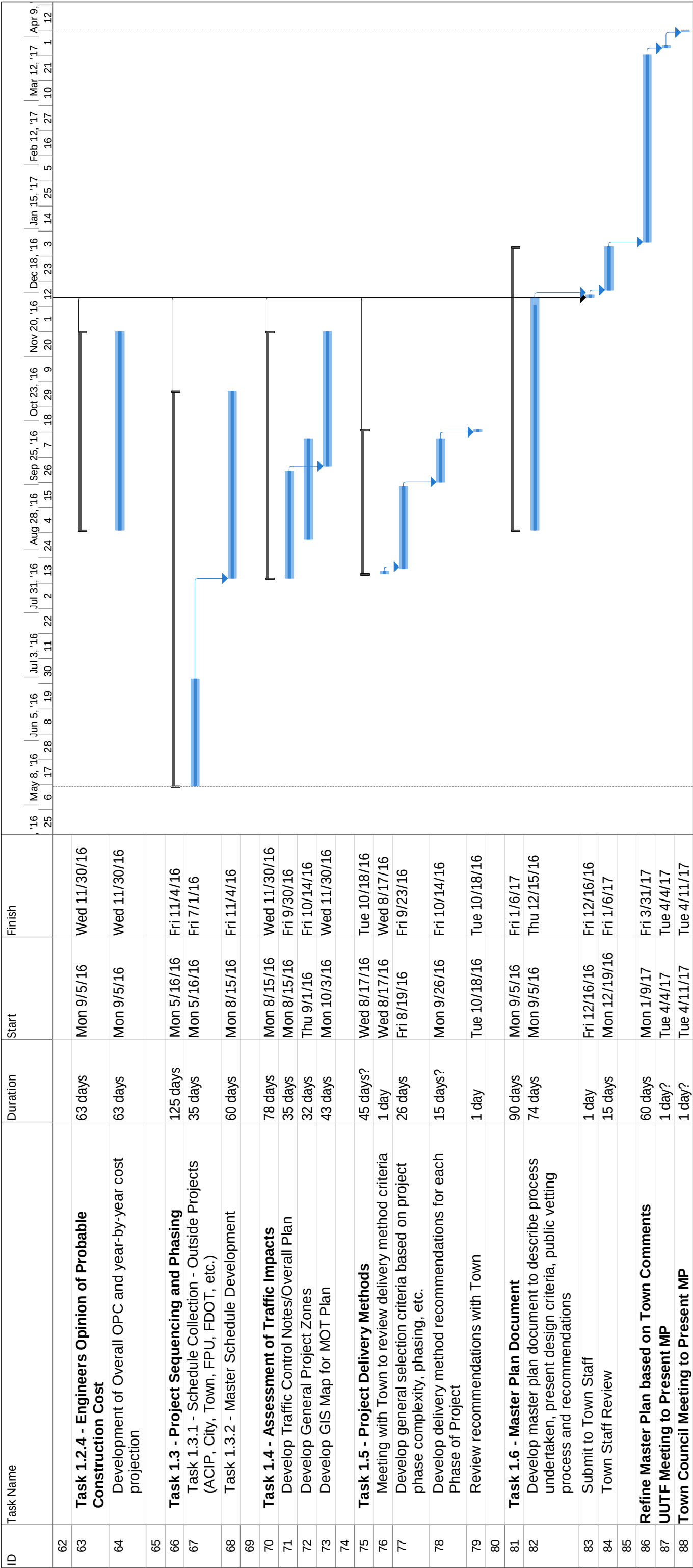
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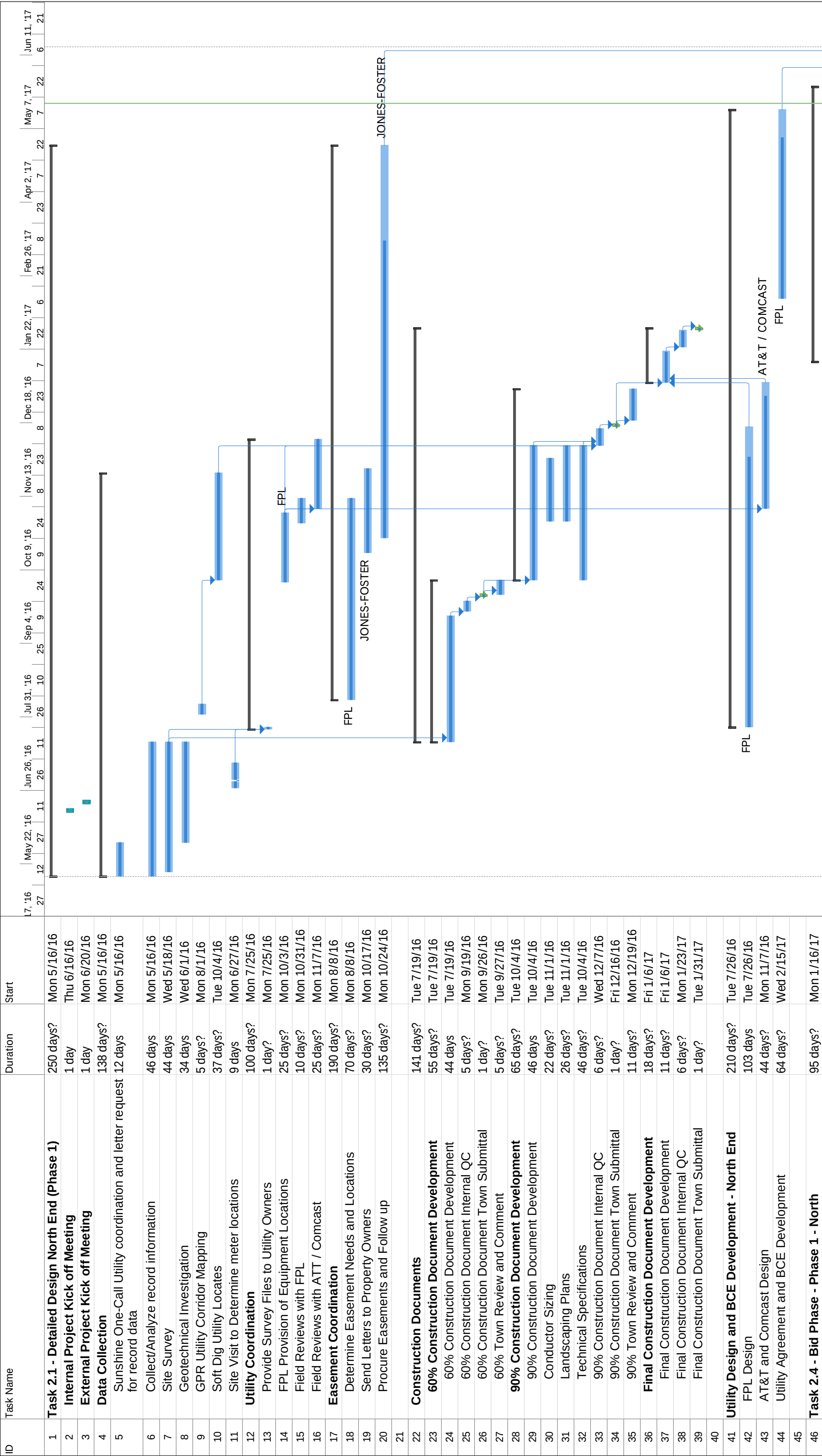
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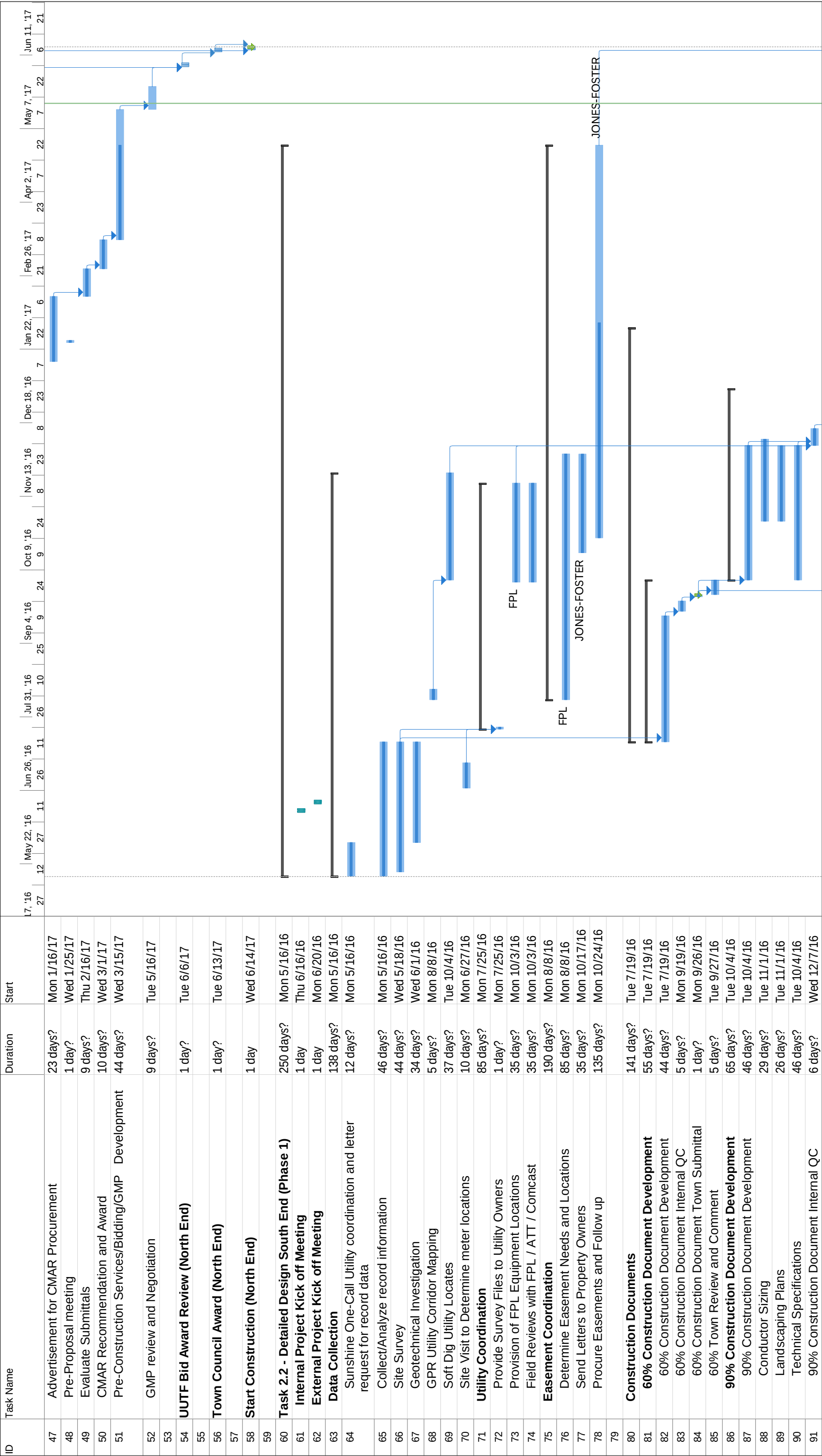
Progress

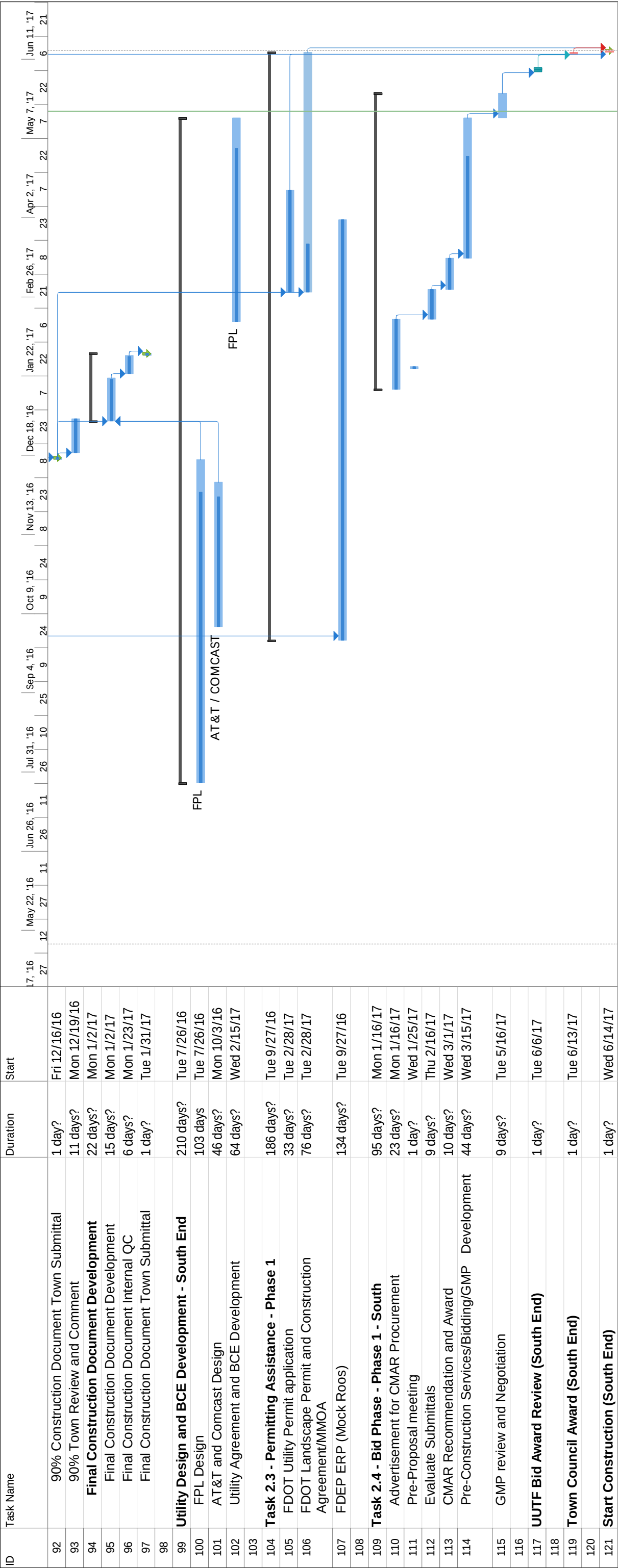
Manual Progress

Page 2









Town of Palm Beach
Underground Utility Project
Budget and Actual Expenditures
As of May 31, 2017

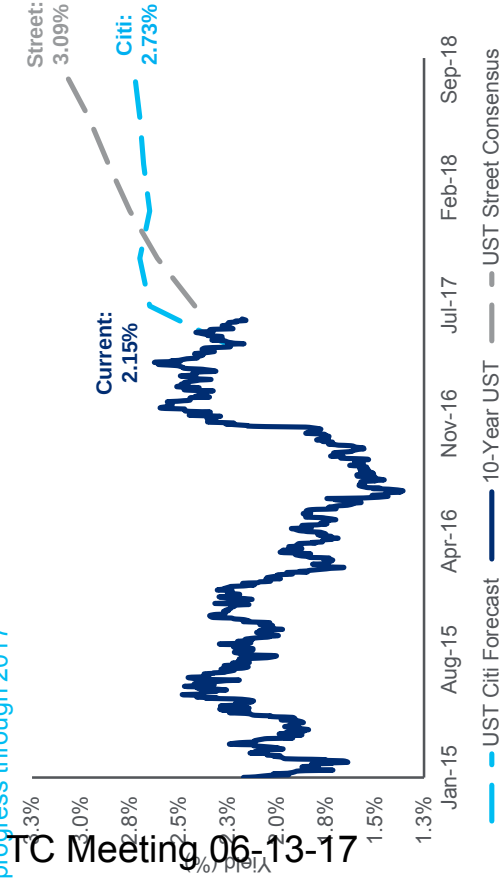
Task	Original Estimated Project Budget	Phase I Engineering Budget	Actual Expended to Date	% Complete of Phase 1 Engineering Budget	% Expended to date of Original Budget	% Encumbered to date of Original Budget
Project Engineering	\$ 5,400,000					
Survey Costs	\$ 1,232,000					
Task 1.1 - Data Collection & 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	13,343	75.00%		
Task 2.4 - Bid Phase Assistance		42,166	21,083	50.00%		
Task 2.5 - Meetings - Design Phase		125,399	52,702	42.03%		
Legal Sketch and Description - Easements		34,000	11,015	32.40%		
Subtotal Design Phase		\$ 1,325,412	\$ 1,148,896	86.68%		
Task 3.1 - Public Outreach		282,519	104,870	37.12%		
Total Engineering and Survey Costs	\$ 6,632,000	\$ 2,205,826	\$ 1,847,394	83.75%	27.86%	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	\$ 2,276,806	92.55%	2.53%	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	84,536	95%		
Peter Brandt (Contract Negotiations)	\$ 35,000	25,000	21,011	84%		
Total Additional Costs	\$ 124,000	\$ 114,000	\$ 105,547	92.58%	85.12%	91.94%

*These costs are currently being paid from the General Fund until they can be reimbursed through the financing.

U.S. Rate Forecasts

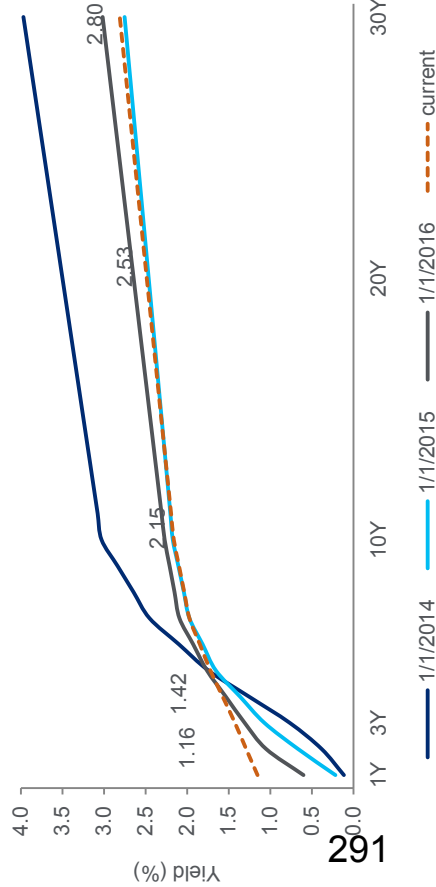
10-Year Treasury Yield Forecast

Citi and the Street forecast an elevated interest rate environment as we progress through 2017



US Treasury Yield Curve

Rates have recently ticked down across the curve



Rate Forecasts

5-Year Treasury	Current	2Q17	3Q17	4Q17	1Q18	2Q18	3Q18
Citi's Forecast	1.71%	2.10%	2.20%	2.20%	2.25%	2.30%	2.35%

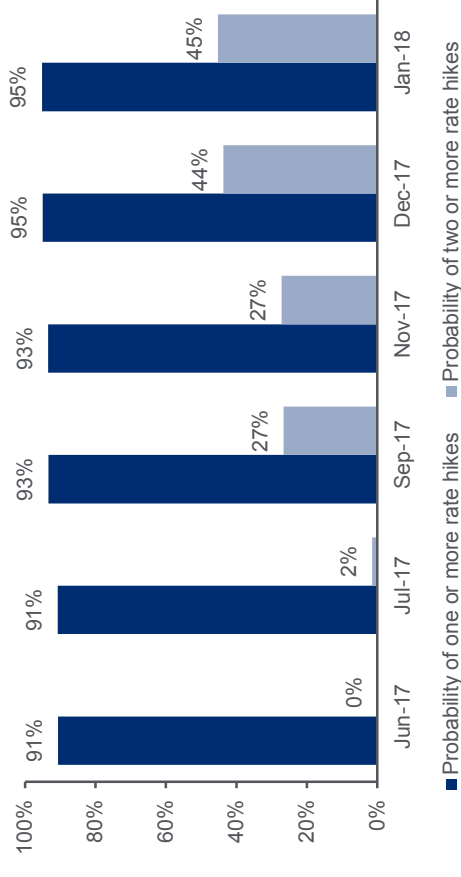
10-Year Treasury	Current	2Q17	3Q17	4Q17	1Q18	2Q18	3Q18
Citi's Forecast	2.15%	2.65%	2.70%	2.65%	2.68%	2.70%	2.73%
Economists' Consensus		2.42%	2.59%	2.75%	2.86%	2.95%	3.10%

30-Year Treasury	Current	2Q17	3Q17	4Q17	1Q18	2Q18	3Q18
Citi's Forecast	2.80%	3.30%	3.35%	3.30%	3.33%	3.35%	3.38%
Economists' Consensus		3.09%	3.21%	3.32%	3.41%	3.52%	3.67%

Fed Funds	Current	2Q17	3Q17	4Q17	1Q18	2Q18	3Q18
Citi's Forecast	1.00%	1.04%	1.50%	1.50%	1.63%	1.75%	1.88%
Economists' Consensus		1.25%	1.50%	1.50%	1.75%	2.00%	2.00%

Expectations of Next Fed Increase in Rates

Market bets of a Fed rate increase in June currently stand at 91%, with the probability of a rate hike before the end of 2017 standing at 95%



TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jane Struder, Finance Director

Re: Results of RFP No. 2017-33 for a Line of Credit for the Undergrounding Project and a Request for Approval to Use the One Cent Sales Tax Revenue for the Underground Utility Project

Date: June 2, 2017

STAFF RECOMMENDATION

Staff recommends the Town Council accept the recommendation of the Underground Utility Task Force and award the financing of the Underground Project to the selected financial institution. Staff is also requesting that the Town Council authorize the use of the 1-cent sales tax revenue to finance a portion of the underground utility project.

GENERAL INFORMATION

Line of Credit

At the April 13, 2017, Town Council meeting staff was directed to move forward with the issuance of a RFP for a Line of Credit for the Underground Utility Project. Staff has proposed a financing plan that would use an interim Line of Credit and special assessments to finance the early phases of the project until a long-term bond can be issued. This plan was tentatively approved by the Underground Utility Task Force (UUTF) and by the Town Council pending the attached results of the RFP for the Line of Credit and the results of the negotiations of the Guaranteed Maximum Price for the construction of Phase 1 of the project.

The attached information covers the details of the results of the RFP. This information will be provided to the UUTF and presented at their June 9th meeting. We will present their recommendation to the Mayor and Town Council at the June 13th meeting.

One Cent Sales Tax

The Town has begun to receive the 1-cent sales tax revenue. Since the initial payment in March, we have received three payments that total \$140,610.89. The Town will receive a total of \$5,000,000 over a 10-year period. This amount is capped. We estimate that we will receive close to \$500,000 per year in revenue. Staff is recommending that the Town Council authorize the use of these funds for the underground utility project.

FUNDING/FISCAL IMPACT

The estimated annual interest costs for the line of credit options are presented in the attached documentation. These costs will be funded from the Underground Utility Fund.

The one-cent sales tax will total \$5,000,000 over a 10 year period.

TOWN ATTORNEY REVIEW

Once a decision is made regarding the Line of Credit, the attorneys will prepare the documentation and Resolutions for presentation at the July 12, 2017, Town Council meeting.

Attachment

cc: John C. Randolph, Town Attorney
Jay Glover, PFM



Town-Wide Utility Undergrounding

Interim Financing Options

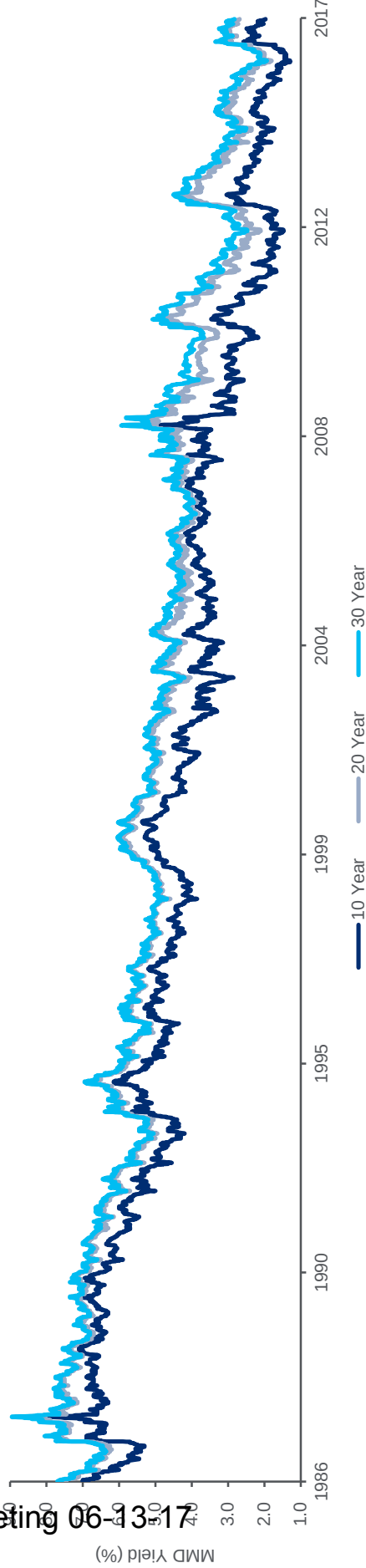
Underground Utilities Task Force Meeting

June 9, 2017

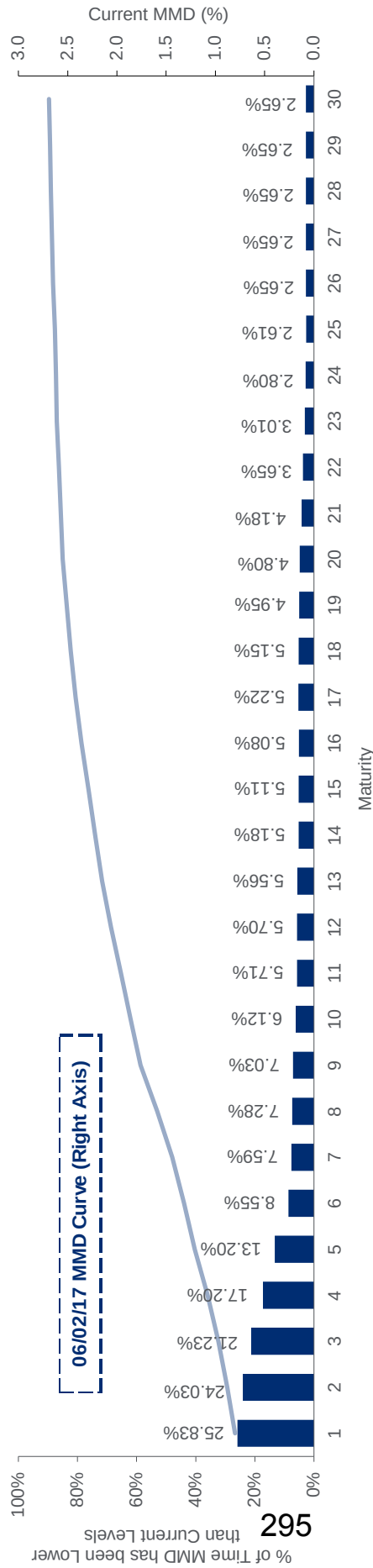
Historical and Current Interest Rates

TCA Meeting 06-13-17

AAA G.O. MMD Yields (June 1, 1986 – June 2, 2017)



% of Time MMD has been Lower Since 1986



Interim Financing – Request for Proposals

TC Meeting 06-13-17

At the April 13 Town Council meeting, the financing team was given the direction to move forward with a request for proposals (RFP) to procure interim financing for the project

The RFP was structured to request proposals based on a 1, 2 and 3 year draw down option to be secured by the Town's covenant to budget and appropriate from legally available non ad valorem revenues as well as special assessments

- The RFP was distributed to a large list of local, regional and national financial institutions on April 30 with a submittal deadline of May 30
- On or prior to the submittal deadline, the Town received 3 proposals from the following financial institutions:
 - Citigroup Global Markets
 - SunTrust Bank
 - Wells Fargo Bank

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Summary of Proposals – Citigroup

Citigroup Global Markets provided two (2) options for the Town to consider

- Drawdown Loan:
 - Maturity Date: up to 3 years from closing date
 - Interest on drawn amount accrues at SIFMA (short term tax exempt index) + 40 basis points (based on rates as of June 1 this equates to 1.16%)
 - Fee on undrawn funds of 20 basis points
 - Contains provision that would allow for increased cost in the event of a decrease in the maximum corporate tax rate
- Commercial Paper Program:
 - Secured by Letter of Credit from Citibank with a term up to 3 years from closing date
 - Interest accrues on amount of commercial paper issued at SIFMA (based on rates as of June 1 this equates to 0.76%)
 - Fee on full amount of letter of credit (approximately \$23 MM) of 15 basis points
 - Placement agent fee of 5 basis points on amount of commercial paper issued
 - Based on feedback from multiple commercial paper dealers, the interest rate impact for a change in the maximum corporate tax rate would be minimal
- Estimated cost of issuance would be \$120,000 (includes bond counsel, bank counsel and financial advisor)

Summary of Proposals – SunTrust

STI Institutional & Government, Inc. (SunTrust) offered the Town a non-revolving line of credit

- 1 Year Option:
 - Interest on drawn amount accrues at 67% of (LIBOR + 93 basis points) -- (based on rates as of June 1 this equates to 1.35%)
 - Fee on undrawn funds of 25 basis points
- 2 Year Option:
 - Interest on drawn amount accrues at 67% of (LIBOR + 99 basis points) -- (based on rates as of June 1 this equates to 1.39%)
 - Fee on undrawn funds of 25 basis points
- 3 Year Option:
 - Interest on drawn amount accrues at 67% of (LIBOR + 104 basis points) -- (based on rates as of June 1 this equates to 1.42%)
 - Fee on undrawn funds of 25 basis points
- Contains provision that would allow for increased cost in the event of a decrease in the maximum corporate tax rate
- Estimated cost of issuance would be \$80,000 (includes bond counsel, bank counsel and financial advisor)

Summary of Proposals – Wells Fargo

Wells Fargo Bank offered the Town a direct purchase draw down loan

- 1 Year Option:
 - Interest on drawn amount accrues at 70% of LIBOR + 30 basis points -- (based on rates as of June 1 this equates to 1.06%)
 - Fee on undrawn funds of 15 basis points
- 2 Year Option:
 - Interest on drawn amount accrues at 70% of LIBOR + 32.5 basis points -- (based on rates as of June 1 this equates to 1.08%)
 - Fee on undrawn funds of 17.5 basis points
- 3 Year Option:
 - Interest on drawn amount accrues at 70% of LIBOR + 35 basis points -- (based on rates as of June 1 this equates to 1.11%)
 - Fee on undrawn funds of 20 basis points
- Contains provision that would allow for increased cost in the event of a decrease in the maximum corporate tax rate
- Estimated cost of issuance would be \$77,500 (includes bond counsel, bank counsel and financial advisor)

Proposal Comparison – Historical Averages

Based on the review of Town staff, PFM and Bond Counsel we have determined that the Citigroup and Wells Fargo proposals provide the two best options for further consideration

Provided below is historical information on how SIFMA + 20 bps has traded historically

- Average over last 5 years: 0.40%
- Average over last 1 year: 0.84%
- Maximum over last 5 years: 1.12%
- Current (as of June 1): 0.96%

Provided below is historical information on how 70% of LIBOR + 35 bps has traded historically

- Average over last 5 years: 0.57%
- Average over last 1 year: 0.83%
- Maximum over last 5 years: 1.11%
- Current (as of June 1): 1.11%

Estimated Cost – Citigroup

TC Meeting

Provided below is table that estimates the total cost of 3 year facility under current market conditions

Year 1 Draws	13,650,000		Year 1 Payments	94,204		
Year 2 Draws	4,000,000		Year 2 Payments	162,430		
Year 3 Draws	5,000,000		Year 3 Payments	199,217		
STMA	0.76%		Total Payments	455,851		
LOC Fee	0.15%					
Remarketing Fee	0.05%					
LOC Amount	22,876,500					
Date	Draw Amounts	Interest	LOC Fee	Remarketing Fee	Total Payment	Annual Payment
7/1/2017	1,137,500	720	2,860	47	3,627	
8/1/2017	1,137,500	1,441	2,860	95	4,395	
9/1/2017	1,137,500	2,161	2,860	142	5,163	
10/1/2017	1,137,500	2,882	2,860	190	5,931	
11/1/2017	1,137,500	3,602	2,860	237	6,699	
12/1/2017	1,137,500	4,323	2,860	284	7,466	
1/1/2018	1,137,500	5,043	2,860	332	8,234	
2/1/2018	1,137,500	5,763	2,860	379	9,002	
3/1/2018	1,137,500	6,484	2,860	427	9,770	
4/1/2018	1,137,500	7,204	2,860	474	10,538	
5/1/2018	1,137,500	7,925	2,860	521	11,306	
6/1/2018	1,137,500	8,645	2,860	569	12,073	94,204

Estimated Cost – Wells Fargo

Provided below is table that estimates the total cost of 3 year facility under current market conditions

Year 1 Draws	13,650,000		Year 1 Payments	112,287	
Year 2 Draws	4,000,000		Year 2 Payments	188,599	
Year 3 Draws	5,000,000		Year 3 Payments	229,747	
LIBOR	1.08%		Total Payments	530,633	
% of LIBOR	70.00%				
Spread	0.35%				
All In Rate	1.11%				
Unused Fee	0.20%				
<u>Date</u>	<u>Draw Amounts</u>	<u>Interest</u>	<u>Unused Fee</u>	<u>Total Payment</u>	<u>Annual Payment</u>
7/1/2017	1,137,500	1,048	3,585	4,634	
8/1/2017	1,137,500	2,097	3,396	5,493	
9/1/2017	1,137,500	3,145	3,206	6,351	
10/1/2017	1,137,500	4,194	3,017	7,210	
11/1/2017	1,137,500	5,242	2,827	8,069	
12/1/2017	1,137,500	6,290	2,638	8,928	
1/1/2018	1,137,500	7,339	2,448	9,787	
2/1/2018	1,137,500	8,387	2,258	10,646	
3/1/2018	1,137,500	9,436	2,069	11,504	
4/1/2018	1,137,500	10,484	1,879	12,363	
5/1/2018	1,137,500	11,532	1,690	13,222	
6/1/2018	1,137,500	12,581	1,500	14,081	112,287

Interest Rate Adjustment Language

The proposal submitted by Wells Fargo contains language that would allow the bank to increase the % of LIBOR in the event the maximum corporate tax rate decreases during the term of facility

	Current Level		
Corporate Tax Rate	35%	30%	25%
Applicable Spread	70%	75%	81%
			86%

- Provided below is an illustration of how a change in maximum corporate tax rate would affect the interest rate based on current level of LIBOR
 - Current Rate (as of June 1 assuming 35% corporate tax rate): 1.11%
 - Assuming 30% corporate tax rate: 1.16%
 - Assuming 25% corporate tax rate: 1.22%
 - Assuming 20% corporate tax rate: 1.28%

Conclusion

TC Meeting 06-13-17

- Both the Citigroup commercial paper and Wells Fargo direct purchase draw down loan provide the Town interim financing that is in line with (or better than) the interest cost estimated in the financial projections previously provided
- When determining the most financially advantageous option to recommend to the Town Council the following points should be considered
 - Current level of interest rates
 - Thoughts on future level of short term interest rates
 - Potential for tax reform that would decrease the maximum corporate tax rate and impact the interest rate paid by the Town
 - Cost of issuance – commercial paper requires additional up front out of pocket cost of approximately \$42,500 as compared to direct purchase draw down loan
- If the task force needs additional information, PFM will be at the meeting to provide further insight into the each option as well as run sensitivity analysis under different interest rate / tax rate scenarios

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TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jane Struder, Director of Finance

Re: Ordinance to Amend the Underground Utility Project Fund and the Equipment Replacement Fund Budgets
Emergency Ordinance No. 18-2017

Date: June 2, 2017

STAFF RECOMMENDATION

Staff recommends that the Town Council approve Emergency Ordinance No. 18-2017, amending the Underground Utility Project Fund and the Equipment Replacement Fund Budgets for fiscal year 2017.

GENERAL INFORMATION

On the June 13, 2017 agenda, the Town Council will consider the award of construction and engineering contracts for Phase 1 North and South Underground Utility projects. In addition, the Town Council will consider the award of the Phase 2 engineering design contract.

At the same meeting, the Town Council will consider the recommendation and award of the Line of Credit for the financing of the first phases of the underground project. Once the recommendation is approved, the Line of Credit Resolution and legal documents will be brought back to the Town Council at the July 12, 2017, Town Council meeting for approval. Since funds need to be in place to award the contracts, we are recommending a short-term transfer from the reserves of the Equipment Replacement Fund that will be replenished once the Line of Credit is in place. The budget amendment reflects both the Line of Credit and the Equipment Replacement Reserve transfers for these funds.

Because time is of the essence to award the construction, engineering and design contracts to prevent project delay into the season, an Emergency Budget Amendment Ordinance is recommended.

FUNDING/FISCAL IMPACT

The Emergency Ordinance will amend the Underground Utility Project Fund Budget and the Equipment Replacement Fund budget for the short-term transfers, the line of credit and the project costs. See Exhibits for details.

TOWN ATTORNEY REVIEW

Emergency Ordinance No. 18-2017 has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachments

jls

cc: John C. Randolph, Town Attorney

EMERGENCY ORDINANCE NO. 18-2017

**AN EMERGENCY ORDINANCE OF THE TOWN COUNCIL OF
THE TOWN OF PALM BEACH, PALM BEACH COUNTY,
FLORIDA, PROVIDING FOR AN AMENDMENT TO THE TOWN'S
BUDGETS ADOPTED FOR THE FISCAL YEAR COMMENCING
OCTOBER 1, 2016; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on September 21, 2016, the Town of Palm Beach adopted final budgets for the fiscal year commencing October 1, 2016; and

WHEREAS, time is of the essence to award the contracts and move forward with the Undergrounding Project to ensure the least amount of disruption to the citizens this summer; and

WHEREAS, the budgets must be amended to transfer reserves from the Equipment Replacement Fund in the short term until the Line of Credit financing can be finalized; and

WHEREAS, the Town Council of the Town of Palm Beach deems it necessary and appropriate to amend said budgets to provide the necessary funds in the Underground Utility Project Fund for the costs associated with Phase 1 North and Phase 1 South project costs and Phase 2 Design Costs; and

WHEREAS, the Town Council of the Town of Palm Beach, deems it necessary and appropriate to amend said budgets to provide appropriations adequate for the authorization of expenditures necessary for conducting Town operations for the fiscal year ending September 30, 2017; and

WHEREAS, said budget amendments are required to be approved by ordinance.

**NOW, THEREFORE, BE IT ORDAINED 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 Underground Utility Project Fund budget for the fiscal year commencing October 1, 2016, is hereby amended and adopted pursuant to Exhibit “A”, attached hereto and made a part of this emergency ordinance.

Section 3. The Equipment Replacement Fund budget for the fiscal year commencing October 1, 2016, is hereby amended and adopted pursuant to Exhibit “B” attached hereto and made a part of this emergency ordinance.

Section 4. Effective Date. This emergency ordinance shall take effect immediately upon passage and adoption as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first and final reading this 13th day of June, 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, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member

Town of Palm Beach, Florida
Underground Utility Project Fund
Budget Amendment
October 1, 2016 through September 30, 2017

	Adopted Budget FY2017	Ordinance No. 18-2017 Amendment	Amended Budget FY2017
Revenues			
Investment Earnings	6,000		6,000
Transfer from CIP Fund	760,200		760,200
Proceeds from LOC		12,750,000	12,750,000
Transfer from Reserves of ERF	-	12,750,000	12,750,000
Total Revenues	766,200	-	26,266,200
Expenditures			
Project Costs	1,065,852	12,750,000	13,815,852
Transfer to Reserves of ERF	-	12,750,000	12,750,000
Total Expenditures	1,065,852	12,750,000	26,565,852
Revenues Over/(Under) Expenditures	(299,652)		(299,652)
Beginning Fund Balance	305,652		305,652
Ending Fund Balance	6,000		6,000

Town of Palm Beach, Florida
Equipment Replacement Fund Revenues and Expenditures
Budget Amendment
October 1, 2016 through September 30, 2017

Exhibit B

	Adopted Budget FY2017	Ordinance No. 18-2017 Amendment	Amended Budget FY2017
Revenues			
Investment Earnings	86,000		86,000
Surplus Equipment Proceeds	30,000		30,000
Transfer from Underground Utility Project Fund		12,750,000	12,750,000
Transfer from General Fund and Other Funds	2,298,133	-	2,298,133
Total Revenues	2,414,133	12,750,000	15,164,133
Expenditures			
Transfer to Underground Utility Assessment Fund	1,500,000		1,500,000
Transfer to Underground Utility Project Fund	-	12,750,000	12,750,000
Contractual	5,000		5,000
Capital Outlay - Equipment	1,678,369		1,678,369
Capital Outlay - IS Equipment	456,850		456,850
Contingency	500,000		500,000
	4,140,219	12,750,000	16,890,219
Revenues Over/(Under) Expenditures	(1,726,086)		(1,726,086)
Beginning Unrestricted Net Assets	14,918,663		14,918,663
Ending Unrestricted Net Assets	13,192,577		13,192,577

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 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 Initial Assessment Resolution.
Resolution No. 090-2017

Date: June 2, 2017

STAFF RECOMMENDATION

Staff recommends, based on the legislative findings included in the resolution and the description of the assessment program outlined in the assessment report plus all of the Town Council's previous discussions and considerations of the town-wide underground utility project and the assessment program, the Town Council approve Resolution No. 090-2017 which will adopt the initial assessment resolution for the proposed assessments for the town-wide underground utility project.

GENERAL INFORMATION

The Town-wide Undergrounding Utility project is expected to be financed with a General Obligation Bond, backed with both a GO and special assessment pledge. A court case has delayed the issuance of the bond. Staff has proposed a financing plan that would use an interim Line of Credit and special assessments to finance the early phases of the project until a long-term bond can be issued. This plan has been tentatively approved by the Underground Utility Task Force and by the Town Council pending the results of the RFP for the Line of Credit and the results of the negotiations of the Guaranteed Maximum Price for the construction of Phase 1 of the project. Both of these pending items will be presented at the June 9th UUTF meeting and the June 13th Town Council meeting.

In order to have the assessments appear on the November 2017 property tax bill, it is time to begin the formal steps of implementing the proposed assessments for the Town-wide Utility Undergrounding Project Assessments. By adopting Resolution No. 090-2017 you will establishing the maximum amount of the special assessment that can be imposed on each affected property, describing the method of apportionment and the calculation of the assessments, and initiating a process whereby each affected property owner will be advised of the amount of their proposed assessment and the date, time, and place of the public hearing to adopt the final assessment and associated assessment roll.

To meet the Florida case law requirements for a valid special assessment, we used the apportionment methodology developed by Raftelis Financial Consultants, Inc., Resolution No. 090-

2017 describes the methodology in detail and contains numerous legislative determinations of special benefit and fair and reasonable apportionment to justify and explain the methodology and the special assessments. A copy of the Raftelis Utility Undergrounding Assessment Methodology Update report is included in the backup. These legislative findings along with the Town Council's independent knowledge of the Town and other project based information should be considered when you establish the selected apportionment methodology set forth in Resolution 090-2017. The methodology is designed to provide an equitable method of funding the Underground Utility Improvements by fairly and reasonably allocating the cost to specially benefitted property based upon the amount of Equivalent Benefit Units or EBUs attributable to each parcel of property. The EBUs are allocated among the three special benefit components – safety, reliability, and aesthetics based upon the proportionate numbers of EBUs in each category. Each parcel of affected property is then assigned safety, reliability, and aesthetic EBUs based upon certain identified property characteristics (size, occupant density, location to existing facilities, etc.) as more specifically described in Section 3.02 of Resolution 090-2017.

The Town-wide Undergrounding project is projected to have an 8 year build out period. The plan of financing the project includes an initial Line of Credit, and in the future, issuance of a long-term General Obligation bond. The assessment amount has been calculated based on General Obligation Debt in the amount of \$90 million over 30 years at an estimated interest rate of 3.81% which totals approximately \$5,080,000. A interest rate contingency of .5% has been added in case interest rates increase before the final debt obligation can be issued. The current rate for GO debt is 3.66%.

In order to place assessments on the property tax bill, a number of steps are required to be taken in coordination with the Tax Collector and Property Appraiser. Each constitutional officer charges a fee for the work they undertake on the Town's behalf that is estimated to be up to 1% of the value of the annual assessments. These costs are passed on to the property owner being assessed. In addition, since a property owner can receive a 4% discount for early payment of their property tax bill in November of each year, the assessments have to be adjusted upward by like amount to ensure the sum needed to pay expenses is realized in full. In addition, a 1% contingency for uncollectable accounts has been added to the assessment. Administrative costs including legal, postage, assessment consulting fees, and other costs have been added to the assessment totaling \$100,000. The additional required amounts and contingencies added to the original debt service amount of \$5,080,000 are detailed as follows:

Cost Description	Amount
Assessment Amount for \$90 million debt at 3.81% over 30 years with .5% interest rate Contingency	\$5,275,050
Estimated Administrative Costs	100,000
Estimated Early Payment Discount and Contingency for Uncollectible Accounts @ 5%	288,985
Estimated Tax Collector Charge @ 1%	57,796
Estimated Property Appraiser Charge @1% Year 1	57,796
Estimated Preliminary FY2018 Total Initial Assessment	\$5,779,627

Resolution No. 090-2017 formally initiates the process to impose the intended assessments and provide for collection of the first annual installment on the November 2017 tax bill. The resolution describes the assessment methodology, prepayment options and calculations and, determines the estimated cost to be assessed for the fiscal year commencing on October 1, delineates which properties will be assessed, and, among other things, directs staff to take certain required steps to effectuate the assessment process. The FY 2018 Preliminary Assessment Roll and estimated assessments for each affected property are set forth in

the preliminary assessment roll, which will be available in the Town Manager's office. These estimates are subject to change as all items associated with the assessment are finalized for the Final Assessment Resolution to be considered in July; however, it is important to note that the amount of the assessments can be decreased in the Final Assessment Resolution to be considered in July (or in subsequent annual rate resolutions), but the amount of the assessments cannot be increased over the amounts noticed to each property owner unless the Town undertakes a new notice process. The average initial assessment for single family homes and condominiums are shown below. These amounts are expected to decrease when the final assessments are adopted in July.

	Single Family	Condominium
Initial Assessments with contingencies	\$1,169	\$324

The notices that property owners will receive from the Town prior to the final public hearing via first class mail alerts the property owner to their right to object or call to the Town's attention any mistakes that they believe may have been made in applying the assessment formula to any given property. The law recognizes the difficulties that can exist in the assessment process and creates a check and balance into the process whenever an assessment is proposed for the first time or there is a change in the cost or method in calculating the assessment. The final public hearing will begin at 5:01 p.m. on Wednesday, July 12, 2017 in the Town Hall Council Chambers.

FUNDING/FISCAL IMPACT

The total assessments for FY18 on the Preliminary Assessment Roll are \$5,779,627

TOWN ATTORNEY REVIEW

Resolution No. 090-2017 was prepared by Heather Encinosa, Esq., of the law firm Nabors, Giblin & Nickerson. Ms. Encinosa focuses her practice on assessments and special districts and previously prepared the Town's ordinance that established Chapter 90 of the Town Code pertaining to special assessments.

Attachment

cc: John C. Randolph, Town Attorney
Heather Encinosa, Esq



TOWN OF PALM BEACH

Utility Undergrounding Assessment Methodology Update

June 2, 2017

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1. EXECUTIVE SUMMARY

1.1 BACKGROUND

Raftelis Financial Consultants was retained by the Town of Palm Beach (Town) to update the 2009 Utility Undergrounding Assessment Report (2009 Report) based on the most recent Palm Beach County Property Appraiser parcel data for the Town and to take into consideration any new developments within the Town or areas that were already undergrounded separately through previous assessment programs. The methodology described herein, reflects the special and peculiar benefit received by properties within the Town from the proposed undergrounding of overhead utilities.

The methodology described herein will be the basis for establishing non ad-valorem assessments for undergrounding overhead utility lines within the areas of Town that have not yet been undergrounded. The method of assessment presented in this Report takes the total utility project costs of the proposed Town-wide utility undergrounding and apportions the total cost to each parcel based on the special benefit received. This approach allows for the development of a benefit nexus methodology that differentiates the special benefits received by various properties in the Town within the proposed assessment program. The methodology can be used to identify the total obligation of each parcel as well as the annual obligation of each parcel based on the proposed financing.

Fieldwork is an essential component in the development of a utility undergrounding assessment program to account for the fact that some areas of the Town may already have a portion of their utilities undergrounded; and, therefore, do not benefit to the same degree as properties whose utilities are currently transmitted through overhead facilities. As part of the original creation of the benefit methodology in 2009, fieldwork was conducted and the entire Town was surveyed to accurately incorporate the characteristics of the Town and the relationship between properties within the Town and the overhead utilities proposed to be undergrounded at that point in time. This update did not include any additional or new fieldwork and incorporates the previous fieldwork that was performed as part of the original 2009 Report. Prior to debt financing, property owners whom have undergrounding portions of overhead facilities adjacent to their property may request an adjustment to their equivalent benefit allocation to reflect the appropriate proportionate benefit received by the assessment program. As part of this updated report, the entire parcel database was updated to account for the most recent data provided by the Property Appraiser. The updated database captured new parcels, changes in land use and development status and new property ownership.

2.PROPOSED PUBLIC FACILITIES

2.1 FACILITIES

Utilities, as used in this report, include power lines, phone lines, cable television and fiber optic lines, as well as spare conduit for future use of utility services. The undergrounding of overhead utility lines within the Town includes the costs associated with, but not limited to, trenching, horizontal directional drilling, installing new utility vaults, conduits and transformers, laying conduit lines into trenches, re-paving, repairing, patching or painting streets as may be needed, laterals for switching services to underground systems and removing existing overhead poles and wires. The benefit methodology presented in this Report focuses on the facilities serving the area proposed to be assessed which are located in public rights-of-way and easements and the costs associated with installation of such facilities.

3. BENEFIT ANALYSIS

3.1 NON-AD VALOREM ASSESSMENTS

As established by Florida case law, two requirements exist for the imposition of a valid special assessment: (1) the property assessed must derive a special benefit from the improvement or service provided; and (2) the assessment must be fairly and reasonably apportioned among the properties that receive the special benefit. See *City of Boca Raton v. State*, 595 So. 2d 25 (Fla. 1992). The test to be applied in evaluating whether a special benefit is conferred on property by the provision of a service is:

whether there is a "logical relationship" between the services provided and the benefit to real property. Whisnant v. Stringfellow, 50 So. 2d 885 (Fla. 1951).

This logical relationship to property test defines the line between those services that can be funded by special assessments and those failing to satisfy the special benefit test. Florida law does not specify the methodology or formula that must be used in calculating assessments; however, the assessment apportionment methodology must be fair and reasonable.

Once an identified service or capital facility satisfies the special benefit test, the assessed amount is required to be fairly apportioned among the benefited property in a manner consistent with the logical relationship embodied in the special benefit requirement. Generally, a special assessment, whether imposed for capital projects or services, is collected on the annual ad valorem tax bill. Under such statutory collection procedure, the special assessment is characterized as a "non-ad valorem assessment." See § 197.3632(1)(d), Fla. Stat.

First, it is necessary to identify the special benefit provided to properties within the Town as a result of undergrounding overhead utilities serving or available to serve those properties. The distribution of electricity and other utilities are generally available to all properties in the Town. However, placing overhead electrical lines and other utilities underground will provide direct and special benefit to properties and such special benefit supports funding the undergrounding projects through assessment programs. The design, construction, and installation of the underground utility improvements will provide a special benefit to all affected properties located within the assessment area of the Town by protecting and enhancing the value, use, enjoyment, commercial and residential attractiveness and viability of such properties by improving and enhancing safety, reliability and aesthetics, as described below.

There are several distinct direct and special benefits that will be provided to properties within the Town as a result of undergrounding the Town's overhead utilities: improved safety, improved reliability and improved aesthetics. Each of these benefits is discussed below.

The removal of utility poles and overhead lines provides an **improved safety** benefit by reducing the potential of hazardous conditions occurring on benefited property in the event of natural disasters. Severe tropical storms, hurricanes, and other natural disasters can cause poles and/or overhead lines to fall and impact property, and possibly cause live electric lines to be exposed. Downed electric lines and vegetation overgrowth onto electric lines pose a potential threat of property fire and potential injury due to electric shock and can restrict ingress and egress of residents and emergency services.

The undergrounding of the overhead facilities will also **improve the reliability** of utility services

received by properties within the Town. Based on Florida Power & Light's 2015 Reliability Report, the undergrounding of overhead utilities reduces the frequency of power outages, when compared to the frequency of outages occurring with overhead networks. Parcels will also specially benefit from new upgraded utility lines, cables, and appurtenant facilities installed through the proposed utility undergrounding. This will provide a higher level of reliability of utility services, and reduces exposure to the elements that could cause potential damage and speed deterioration to facilities resulting in potential interruptions.

In addition to the safety and reliability benefits provided by undergrounding utilities, removing the overhead facilities and utility poles will eliminate a heavy visual concentration of electric lines and communication facilities. Overall this will **improve the *aesthetics*** for all properties within a project area by enhancing the value, use, enjoyment, commercial and residential attractiveness and viability of such properties.

4.METHOD OF ASSESSMENT

Assessment Methodology is the analysis of a project or service, in this case from the proposed undergrounding of the existing overhead utilities, to determine the special and peculiar benefits (special benefits) received by a property. The method of assessment is determined by an analysis of the benefit a property receives from the proposed undergrounding of existing overhead utilities in comparison to the benefit received by other properties benefited by the project. Funding the undergrounding of facilities through an assessment program is a common practice utilized by agencies and it is common industry practice to determine the degree of benefit between affected parcels through three primary categories of benefit. These three categories of benefit include: 1) improved safety, 2) improved reliability, and 3) improved aesthetics. To establish an equitable benefit nexus, it is necessary to relate each property's proportional special benefits to the special benefits of all other properties within a project area. This method of apportionment utilizes a weighted method of apportionment known as an Equivalent Benefit Unit (EBU) methodology that defines an equivalent benefit unit for each category of benefit as the basic unit of benefit, or 1.0 EBU.

Collectively, the three categories of special benefit listed above reflect the overall proportional special benefits that properties will receive from the undergrounding of the overhead utilities within the assessment program. Properties within the Town are assigned Safety EBUs, Reliability EBUs, and Aesthetic EBUs based upon property use and other site specific characteristics to distinguish the degree of special benefits received by different properties for each of the three categories of special benefit, respectively. Each category of benefit is allocated EBUs independent of each other and the total utility undergrounding cost assigned to each category is based on the percent of total benefit units derived within each category. The total EBUs per category of benefit is a function of the special benefits received by each parcel and; therefore, reflect the amount of special benefit parcels receive from the proposed utility undergrounding. The assessment program cost assigned to each category of benefit is then apportioned to benefitting parcels based on each parcel's EBU assignment in relation to the total EBUs within the corresponding category. **Table 4-1** identifies the total EBUs for each category and the assessment program cost¹ assigned to each category.

Table 4-1: Assessment Cost Allocation

Category of Special Benefit	EBUs	Percentage of EBUs	Project Cost Allocation ¹	Annual Debt ²	Assessment Rate ³
Improved Safety	6,942	30.8%	\$27,730,400	\$1,625,300	\$256.53
Improved Reliability	8,647	38.4%	34,539,200	2,024,400	\$256.53
Improved Aesthetics	6,942	30.8%	27, 730,400	1,625,300	\$256.53
Total	22,531	100.0%	\$90,000,000	\$5,275,000	\$769.59

¹ The Project cost was allocated between Improved Safety, Reliability, and Aesthetics at 30.8%, 38.4%, and 30.8%, respectively based on the number of EBUs calculated for each category.

² Annual debt for each category is the portion of the annual debt payment for the proposed utility undergrounding project. The annual debt payment assumes a total project cost of \$90M at a 4.31% interest rate over a 30-year repayment period.

³ The Assessment Rate includes provisions for statutory early payment discounts of 5.0%, tax collector fees of 2.0% and \$100,000 annually for administrative costs. The total assessment program related costs amount to \$504,576 each year.

For each Category of Benefit, the following discussion identifies parcels that benefit, the assignment of EBUs, and related equations to determine each parcel's assignment of EBUs.

4.1 IMPROVED SAFETY

Properties specially benefit from the improved safety of undergrounding overhead utilities in two distinct ways: 1) the elimination of the potential for poles or overhead lines adjacent to a property to fall and damage property from falling or exposing “live” electrical lines and 2) the elimination of the potential for poles or overhead lines to be downed within the neighborhood restricting ingress and egress to and from the property. A single-family residential lot that is adjacent to overhead facilities has been assigned a base unit of benefit for improved Safety equal to 1.0 Safety EBU. The base Safety EBU evenly accounts for the two components of improved safety. Therefore, the analysis uses 0.50 equivalent benefit units for the improved safety to the property and 0.50 equivalent benefit units for the improved access to the property.

Improved Safety provides a benefit to each affected lot within the assessment program; therefore, the average lot size of all properties within the assessment program was calculated, equal to 8,700 square feet, to determine the baseline measurement of one EBU for the category of Improved Safety. All developed parcels up to 8,700 square feet that are adjacent to overhead facilities have been assigned a minimum of 1.0 Safety EBUs and parcels without overhead facilities adjacent to its property are assigned a minimum of 0.5 Safety EBUs. In addition, all developable vacant lots up to 8,700 square feet are also assigned a minimum of 1.0 Safety EBU as each lot has ability to develop. Condominium complexes, multi-family properties, non-residential properties, undeveloped parcels, as well as certain single family residential lots exceeding the baseline square footage of 8,700 square feet span a greater area that may be exposed to overhead facilities along streets, alleys or easements along its properties. Therefore, the benefit received by these properties is proportionately greater when compared to properties assigned 1.0 EBU. Based on this equivalency, additional Safety EBUs were assigned to parcels greater than 8,700 square feet in 0.5 increments, in recognition that the difference in special benefit between one additional square foot verses two additional square feet is negligible on a square foot basis. However, using 0.5 EBUs increments corresponds to an additional 4,350 square feet above 1.0 EBU and reflects a noticeable variance in size to assign additional benefit units to capture the increase in special benefit received by these parcels. For example, a parcel with 15,225 square feet would be assigned 1.5 EBUs ($15,225/8,700 = 1.75$ EBUs; rounded down to nearest 0.5 EBUs = 1.5 EBUs).

In identifying the amount of assigned Safety EBUs for each parcel, overhead facilities, including utility lines and poles, along secondary streets, alleyways and rear easements are considered to be adjacent to all properties on either side due to the narrow widths of the secondary streets, alleyways and rear easements. In addition, utility poles are considered a part of the overhead facilities; therefore, properties that only front utility poles are also assigned a minimum of 1.0 Safety EBU.

Conversely, some parcels are already adjacent to undergrounded utilities and, therefore, do not benefit to the same extent when compared to parcels currently adjacent to overhead utilities. Properties within the boundaries of the utility undergrounding project area that do not have overhead facilities adjacent to their property along the secondary streets, alleyways and rear easements shall be assigned Safety EBUs equal to one-half (1/2) of the Safety EBU calculation to reflect the reduced benefit received by the parcel. The 0.5 EBU accounts for the benefit associated with the improved safety of undergrounding facilities within the local neighborhood/area of the parcel.

Based on this method of assessment, each condominium complex was assigned Safety EBUs by first assigning Safety EBUs to the condominium complex. Once the Safety EBUs for the complex was derived, the total Safety EBUs were apportioned evenly to each condo within the complex. Therefore, depending on the size of the complex and the number of units within the complex, condo parcel EBU assignments will vary from complex to complex. For single-family residences, multi-family properties,

and non-residential properties, the EBUs calculated were assigned to the applicable parcel number. **Table 4-2** outlines the safety EBU calculations.

Table 4-1: Safety EBU Calculation

Land Use	Overhead Utilities	Safety EBU Assignment
Single-Family	Yes	Lot Size / 8,700; rounded down to nearest 0.5, minimum of 1.0 EBU
	No	(Lot Size / 8,700) / 2; rounded down to nearest 0.5, minimum of 0.5 EBU
Condominium	Yes	(Complex Lot Size / 8,700; rounded down to nearest 0.5) / condos in Complex, minimum of 1.0 EBU per complex
	No	0.5 x [(Complex Lot Size / 8,700; rounded down to nearest 0.5) / condos in Complex] , minimum of 0.5 EBU per complex
Multi-Family	Yes	Lot Size / 8,700; rounded down to nearest 0.5
	No	0.5 x (Lot Size / 8,700); rounded down to nearest 0.5
Non-Residential	Yes	Lot Size / 8,700; rounded down to nearest 0.5, minimum of 1.0 EBU
	No	0.5 x (Lot Size / 8,700); rounded to nearest 0.5, minimum of 0.5 EBU
Vacant	Yes	Lot Size / 8,700; rounded down to nearest 0.5, minimum of 1.0 EBU
	No	0.5 x (Lot Size / 8,700); rounded down to nearest 0.5, minimum of 0.5 EBU

4.2 IMPROVED RELIABILITY

The benefit from the distribution of electricity, other utilities, and the underground wires and cables is essentially equivalent for each single-family residence. Further, since all of the single-family lots have the same ability to use utilities and each single-family parcel benefits from the increased reliability that undergrounding provides, each single-family residential property has been assigned (1.0) Reliability EBU to account for the failure in any one or more of the following systems, resulting in an interruption in services: 1) primary distribution lines; 2) secondary distribution lines, or 3) local distribution lines that provide connections to a property's utilities.

It is evident that each condominium in a complex, each unit of a multi-family property, and all non-residential property would be impacted by an interruption in services due to a power outage and therefore specially benefit from the improved reliability. Since there are more units, square footage and/or occupants within condominium complexes, multi-family properties, and non-residential properties, these properties receive a different level of benefit than a single-family residence from the improved reliability of undergrounded utility services. For condominium complexes and multi-family properties, not only does the entire property benefit from the improved reliability, but every unit receives utility services and benefits from the improved reliability.

Therefore, a reasonable comparison of benefit for condominiums and multi-family units can be derived by using population density factors as a proxy for comparing the typical dwelling sizes between single-

family residences and condominiums/multi-family units within the Town. On average, condominiums and multi-family residences are smaller dwelling units than single-family residences, which is reflected through the density factors for each land use type. Within the Town, Single-family Residences have a density factor of 2.04 persons per household, whereas, condominiums and multi-family residences have a density factor of 1.56 based on the 2010 census. With single-family properties assigned a Reliability EBU equal to 1.0, the density factors are used to assign a proportionate benefit equivalency to each individual condominium and multi-family unit by taking the ratio of $1.56/2.04 = 0.76$ EBUs. As such, each condominium and multi-family unit are assigned 0.76 EBUs for improved reliability.

When comparing non-residential land use types to the baseline EBU of a single-family residence lot, the density factor is not applicable and therefore, EBUs are assigned based on acreage (8,700 square feet). Non-residential properties are assigned improved Reliability EBUs based on the size of the lot, as the lot size of each these properties directly correlates to the amount of potential improvements utilizing and benefiting from the increased reliability.

Although certain parcels may be adjacent to a portion of undergrounded facilities, their services are still provided through overhead utilities within their neighborhood. In addition, there are instances where a property may have their utilities undergrounded and ready to receive service, but are still currently being served by overhead lines that connect to their property or their point of connection to their undergrounded utilities. **Table 4-3** outlines the reliability EBU calculations.

Table 4-2: Reliability EBU Calculation

Land Use	Density Factor	Reliability EBU Assignment
Single-Family	$2.04/2.04 = 1.00$	$1.0 \text{ EBU} \times \text{Density Factor} = 1.00 \text{ EBU}$
Condominium	$1.56/2.04 = 0.76$	$1.00 \text{ EBU} \times \text{Density Factor} = 0.76 \text{ EBU}$
Multi-Family	$1.56/2.04 = 0.76$	$1.0 \text{ EBU} \times \text{Density Factor} \times \text{Units}$
Non-Residential	N/A	Lot Size / 8,700; minimum of 1.0 EBU, rounded down to nearest 0.5
Vacant	N/A	Lot Size / 8,700; minimum of 1.0 EBU, rounded down to nearest 0.5

4.3 IMPROVED AESTHETICS

Removing the overhead utilities will improve the overall aesthetics to an individual property and the neighborhood aesthetics for all properties within a defined project area by eliminating a heavy concentration of electric lines and communication facilities. Like the Safety benefit category, a single-family residence adjacent to overhead utilities has been assigned 0.5 EBUs for the improved aesthetics of its property and 0.5 EBUs for the improved aesthetics of the property's neighborhood, for a total assignment of 1.0 Aesthetic EBU. 1.0 EBU equals the average town-wide lot size of 8,700 square feet.

Developed single family, non-residential and vacant lots less than the minimum lot size have been assigned a minimum of 1.0 Aesthetics EBU. Condominium complexes, multi-family properties, non-residential properties, undeveloped parcels, as well as certain single family residential lots exceeding the baseline square footage of 8,700 square feet has more area benefiting from improved aesthetics. Therefore, the benefit received by these properties is proportionately greater when compared to properties assigned 1.0 EBU. Based on this equivalency, additional Aesthetic EBUs were assigned to parcels greater than 8,700 square feet in 0.5 increments, in recognition that the difference in special benefit between one additional square foot verses two additional square feet is negligible on a square foot basis. However, using 0.5 EBUs increments corresponds to an additional 4,350 square feet above 1.0 EBU and reflects a noticeable variance in size to assign additional benefit units to capture the increase in special benefit received by these parcels.

Condominium complexes, multi-family properties, non-residential properties, undeveloped parcels, as well as certain single family residential lots exceeding the baseline square footage of 8,700 square feet span a greater area along the streets that have overhead utilities and/or utility poles proposed to be undergrounded. Therefore, the benefit received by these properties is proportionately greater when compared to properties assigned 1.0 EBU. Based on this equivalency, parcels greater than 8,700 square feet have been assigned additional Aesthetic EBUs, in 0.5 increments, in recognition of the proportionate special benefits received by these parcels.

Properties within the boundaries of the utility undergrounding project area that do not have overhead facilities adjacent to their property along the secondary streets, alleyways and rear easements shall be assigned Safety EBUs equal to one-half (1/2) of the Safety EBU calculation to reflect the reduced benefit received by the parcel. The 0.5 EBU accounts for the benefit associated with the improved safety of undergrounding facilities within the local neighborhood/area of the parcel.

Based on this method of assessment, each condominium complex was assigned Aesthetic EBUs by first assigning Aesthetic EBUs to the condominium complex. Once the Aesthetic EBUs for the complex was derived, the total Aesthetic EBUs were apportioned evenly to each condo within the complex. Therefore, depending on the size of the complex and the number of units within the complex, condo parcel EBU assignments will vary from complex to complex. For single-family residences, multi-family properties, and non-residential properties, the EBUs calculated were assigned to the applicable parcel number. **Table 4-4** outlines the Aesthetic EBU calculations.

Table 4-3: Aesthetic EBU Calculation

Land Use	Overhead Utilities	Aesthetics EBU Assignment
Single-Family	Yes	Lot Size / 8,700; rounded down to nearest 0.5, minimum of 1.0 EBU
	No	(Lot Size / 8,700) / 2; rounded down to nearest 0.5, minimum of 0.5 EBU
Condominium	Yes	(Complex Lot Size / 8,700; rounded down to nearest 0.5) / condos in Complex, minimum of 1.0 EBU per complex
	No	0.5 x [(Complex Lot Size / 8,700; rounded down to nearest 0.5) / condos in Complex] , minimum of 0.5 EBU per complex
Multi-Family	Yes	Lot Size / 8,700; rounded down to nearest 0.5
	No	0.5 x (Lot Size / 8,700); rounded down to nearest 0.5
Non-Residential	Yes	Lot Size / 8,700; rounded down to nearest 0.5, minimum of 1.0 EBU
	No	0.5 x (Lot Size / 8,700); rounded to nearest 0.5, minimum of 0.5 EBU
Vacant	Yes	Lot Size / 8,700; rounded down to nearest 0.5, minimum of 1.0 EBU
	No	0.5 x (Lot Size / 8,700); rounded to nearest 0.5, minimum of 0.5 EBU

4.4 SPECIAL CASES AND EXCEPTIONS

4.4.1 Golf Course Parcels and the Breakers

While parcels throughout the Town benefit from the undergrounding of nearby utilities, certain parcels that make up the golf courses and the Breakers benefit to a lesser degree due to diminished return of benefit as the parcel's total acreage increases. The parcel(s) have a lower frontage-to-acreage ratio and as the parcel size increases, most the parcel's area is either the golf course itself or passive park-like facilities that do not utilize utilities. In order to account for the difference in total special benefit, the parcels associated with golf courses and parcels associated with the Breakers resort were combined as one property, respectively. To calculate these parcels' acreage, the parcel's total frontage was multiplied by a lot depth of 200 feet based on the typical depth of Low Density Residential lots throughout the Town.

4.4.2 Non-Assessable Obligation

Certain neighborhoods within the Town have either already created an assessment program to underground its overhead facilities (Everglades Island and Via Fontana) or are currently in the process of creating a utility undergrounding assessment program (Nightingale and Lake Towers). Due to the timing of these assessment programs, appurtenant facilities remain at the termination points of these project areas which will be undergrounded once this utility undergrounding assessment program is completed. As such, an indirect reliability benefit exists within this utility undergrounding assessment program associated with the termination points of these other assessment programs. Each termination point is assigned 1 Reliability EBU to account for this indirect benefit resulting from different timing of the undergrounding projects for a total of 7 Reliability EBUs. The obligation associated with these 7 Reliability EBUs will not be assessed against any parcel within the proposed utility undergrounding assessment program and will be excluded from the assessment.

4.4.3 *Bifurcated Lots*

Certain parcels within the Town have a portion of their property bifurcated as a result of South Ocean Boulevard. These properties were treated as special cases and were assigned EBUs based on the acreage of both lots associated with these properties as one contiguous parcel for assigning EBUs.

4.4.4 *Undevelopable parcels*

Vacant parcels that cannot be developed due to size of property or zoning restrictions or are parcels associated with conservation land dedicated to wildlife habitat preservation are exempt from the proposed utility undergrounding assessments because these parcels do not confer any measurable special benefit from the improvements.

4.4.5 *Parking spaces, storage and condominium cabanas*

Certain parcels are legally subdivided lots that are associated with auxiliary improvements, such as, deeded parking spaces, storage units, and condominium cabanas. As such, these types of parcels are exempt from the assessment because other associated parcels are assessed as the primary parcel of benefit.

5. DIAGRAM

A Diagram showing the boundaries of the proposed Utility Undergrounding Project, the dimensions of the subdivisions of land within the Town (as they existed at the time of the creation of this Report), is on file with the Town and by reference is considered part of this report.

6. PARCEL DATABASE

A parcel database identifying each parcel's equivalent benefit unit assignment for each of the three categories of special benefit has been provided to the Town under separate cover and by reference is made part of this Report.

RESOLUTION NO. 090-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, RELATING TO THE UNDERGROUND UTILITY IMPROVEMENTS; DESCRIBING THE PROPERTY TO BE INCLUDED WITHIN THE PROPOSED UNDERGROUND UTILITY ASSESSMENT AREA AND THE LOCAL IMPROVEMENTS TO BE PROVIDED THEREIN; PROVIDING CERTAIN LEGISLATIVE FINDINGS; DETERMINING THE ESTIMATED CAPITAL COST OF THE UNDERGROUND UTILITY IMPROVEMENTS; ESTABLISHING THE METHOD OF ASSESSING THE PROJECT COST AGAINST THE PROPERTIES THAT WILL BE BENEFITTED THEREBY; ESTABLISHING OTHER TERMS AND CONDITIONS OF THE ASSESSMENTS; DIRECTING THE TOWN MANAGER TO PREPARE A PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED IMPROVEMENT ASSESSMENTS AND THE METHOD OF THEIR COLLECTION; DIRECTING THE PROVISION OF NOTICE; PROVIDING FOR APPLICATION OF THE IMPROVEMENT ASSESMENT PROCEEDS; DECALRING THE TOWN'S INTENT FOR REIMBURSEMENT FROM BOND PROCEEDS; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, FLORIDA, AS FOLLOWS:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS. This Resolution constitutes the Initial Assessment Resolution as defined in the Code. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Code. As used in this Resolution, the following terms shall following meanings, unless the context hereof otherwise requires.

"Adjacent Property" means those Tax Parcels that abut existing overhead utility facilities. When existing overhead utility facilities lie along either side of a street, alleyway or utility easement,

the Tax Parcels on both sides of the street, alleyway or utility easement are deemed to abut the overhead utility facilities.

"Adjusted Prepayment Amount" means the amount required to prepay the Improvement Assessment for each Tax Parcel located in the Underground Utility Assessment Area (1) following issuance of the any Temporary Original Obligations, as computed pursuant to Section 4.03(B) hereof and revised annually pursuant to Section 4.04(I) hereof, (2) following the issuance of any Permanent Original Obligations, as computed pursuant to Section 4.03(C) hereof and revised annually pursuant to Section 4.04(I) hereof, and (3) following the issuance of any Refunding Obligations, as computed pursuant to Section 4.03(D) hereof and revised annually pursuant to Section 4.04(I) hereof.

"Aesthetic EBU" means "aesthetic equivalent benefit unit," the standard unit to be used in calculating the relative amount of special benefit allocated to the improved aesthetics to be derived by each Tax Parcel from the Underground Utility Improvements.

"Annual Debt Service Component" means the amount computed for each Tax Parcel pursuant to Section 4.04(E) hereof.

"Annual Debt Service Factor" means the factor computed pursuant to Section 4.04(D) hereof.

"Assessment Report" means that certain "Town of Palm Beach Utility Undergrounding Assessment Methodology Update," dated as of June 2, 2017, prepared by Raftelis Financial Consultants, Inc., which report and its incorporated parcel database is approved and hereby incorporated herein by reference.

"Assessment Period" means the time period estimated by the Town during which Improvement Assessments are imposed for any portion of the Obligations that remain outstanding

unless otherwise prepaid pursuant to Sections 4.05, 4.06, or 4.07 hereof. The Assessment Period shall be set by the Board at or following the public hearing established in Section 2.01 hereof.

"Capital Cost" means all or any portion of the expenses that are properly attributable to the acquisition, design, installation, and construction of the Underground Utility Improvements (including any demolition, environmental mitigation, and relocation) and imposition of the Improvement Assessments under generally accepted accounting principles and including reimbursement to the Town for any funds advanced for Capital Cost and interest on any interfund or intrafund loan for such purposes.

"Code" means Chapter 90, Article II of the Town of Palm Beach code of ordinances, concerning Special Assessments.

"Collection Cost" means the estimated cost to be incurred by the Town during any Fiscal Year in connection with the collection of the Improvement Assessments.

"Collection Cost Component" means the amount computed for each Tax Parcel pursuant to Section 4.04(F) hereof.

"Condominium Complex" means a condominium community created by a declaration of condominium pursuant to Chapter 718, Florida Statutes.

"Condominium Common Area Parcel" means a Tax Parcel including one or more "common elements," as defined in section 718.103, Florida Statutes within a Condominium Complex, the taxable value of which has been attributed to either Residential Condominium Property or Non-Residential Condominium Property by the Property Appraiser.

"Debt Service Amount" means the amount computed pursuant to Section 4.04(A) hereof.

"Density Factor" means a factor based upon a comparison of the average persons per household for each type of Residential Property within the Town derived from the 2010 U.S. census

data, which factor is used as a proxy for comparing the typical dwelling unit size and use of Residential Property and the comparative reliability special benefit accruing to such properties. The Density Factors for Residential Property are as follows: (i) Single Family Residential Property -- 1.0; (ii) Residential Condo Property -- .76; and (iii) Multi-Family Residential Property -- .76.

"Dwelling Unit" means a building or a portion thereof that is designed for residential occupancy.

"EBU" means "equivalent benefit unit," the standard Assessment Unit to be used in calculating the relative amount of special benefit to be derived by each Tax Parcel from the Underground Utility Improvements as computed by summing each Tax Parcel's assigned Safety EBUs, Reliability EBUs, and Aesthetic EBUs and as more specifically described in the Assessment Report and the incorporated parcel database.

"EBU Land Value" means the average Lot Size of all Tax Parcels within the Underground Utility Assessment Area, which the Town has computed is equal to 8,700 square feet of land area based upon the Palm Beach County Property Appraiser's ad valorem tax roll database.

"Excluded Neighborhoods" means the Everglades Island Assessment Area established in Resolution 161-2013, the Via Fontana Assessment Area established in Resolution 127-2012, the Lake Tower Assessment Area, as described in composite Appendix D, to be created by the Town by subsequent resolution, and the North Nightingale Trail/La Puerta Way Assessment Area, as described in composite Appendix D, to be created by the Town by subsequent resolution.

"Excluded Parcels" means undevelopable Tax Parcels, distinct Tax Parcels that contain only parking spaces, storage units, or condominium cabanas and serve as auxiliary improvements to a primary improvement on another Tax Parcel, and those Tax Parcels within the Excluded Neighborhoods.

"Final Assessment Resolution" means the resolution described in Sec. 90-86 of the Code which shall confirm, modify or repeal this Resolution and which shall be the final proceeding for the imposition of the Improvement Assessments within the Underground Utility Assessment Area.

"Funding Agreement" means the agreement pursuant to which the Town agrees to deliver the Obligations against payment therefore by the purchaser or underwriter of such Obligations.

"Improvement Assessment" or **"Assessment"** means an annual special assessment imposed against property located within Underground Utility Assessment Area to fund the Project Cost of the Underground Utility Improvements, and related expenses, computed in the manner described in Section 4.04 hereof.

"Initial Prepayment Amount" means the amount computed pursuant Section 4.03(A) hereof for each Tax Parcel located in the Underground Utility Assessment Area to prepay the Improvement Assessment prior to issuance of the Original Obligations.

"Lot Size" means the total land area of each Tax Parcel expressed in square feet as reflected in the Palm Beach County Property Appraiser's ad valorem tax roll database and adjusted by any applicable Parcel Adjustment Factor. Tax Parcels containing golf courses under common ownership, the Breakers Palm Beach, and contiguous parcels under common ownership that are bifurcated by South Ocean Boulevard shall be combined and treated as one Tax Parcel for determining Lot Size.

"Modified Debt Service Amount" means the amount computed pursuant to Section 4.04(C) hereof.

"Multi-Family Property" means a building or a portion thereof that contains more than one Dwelling Unit on a single Tax Parcel, including, but not limited to, apartments, townhouses, triplexes, and quadraplexes.

"Non-Adjacent Property" means all Tax Parcels within the Underground Utility Assessment Area that are not Adjacent Property or Excluded Parcels.

"Non-Residential Condominium Property" means a Tax Parcel of Benefited Property constituting a Condominium "unit," as defined in section 718.103, Florida Statutes, which does not contain a Dwelling Unit.

"Non-Residential Property" means all Tax Parcels within the Underground Utility Assessment Area that are not Residential Property or Excluded Parcels, including but not limited to, commercial, industrial, institutional, and vacant properties.

"Obligations" means Original Obligations or Refunding Obligations.

"Original Obligations" means Temporary Original Obligations and Permanent Original Obligations.

"Parcel Adjustment Factor" means the adjustment made to the Lot Size for Tax Parcels that contain open areas of golf courses and the open space areas of the Breakers Palm Beach, as computed by multiplying the Tax Parcel's total front footage (the number of lineal feet the Tax Parcel abuts the road upon which the Underground Utility Improvements are to be constructed) by 200, which is the Town's typical lot depth for low density residential.

"Permanent Original Obligations" means notes, bonds or other evidence of indebtedness including but not limited to, notes, bonds, commercial paper, capital leases or any other obligations issued, incurred, or applied to finance a portion of the Project Cost of the Underground Utility Improvements or refinance any Temporary Original Obligations, and are secured or payable, in whole or in part, by proceeds of the Improvement Assessments.

"Prepayment Modification Factor" means the factor computed pursuant to Section 4.04(B) hereof.

"Proforma Obligations" means a proforma of the Permanent Original Obligations prepared by the Town or its financial advisor utilizing the following assumptions: (A) the principal amount of the Permanent Original Obligations is sufficient to fund (1) the Project Cost of the Underground Utility Improvements, (2) payment of the estimated Transaction Cost for the Permanent Original Obligations, (3) amounts to be deposited in any reserve account established for the Permanent Original Obligations, and (4) any other amounts deemed necessary by the Town or its financial advisor, related to the Underground Utility Improvements; (B) the Permanent Original Obligations are payable in substantially equal annual payments over the Assessment Period from their date of issuance; (C) the Permanent Original Obligations bear interest at rates that, in the reasonable judgment of the Town or its financial advisor (taking into consideration possible interest rate fluctuations between the date on which such proforma is prepared and the estimated date for issuance of the Permanent Original Obligations), may be available on the estimated issuance date for the Permanent Original Obligations; and (D) the Permanent Original Obligations will bear interest at a rate one-half (0.5%) percentage point in excess of the estimated interest rate such Obligations will actually bear.

"Project Cost" means (A) the Capital Cost of the Underground Utility Improvements, (B) the Transaction Cost associated with the Obligations attributable to the Underground Utility Improvements, (C) interest accruing on such Obligations for such period of time as the Town deems appropriate, (D) the debt service reserve fund or account, if any, established for the Obligations attributable to the Underground Utility Improvements, and (E) any other costs or expenses related thereto.

"Refunding Obligations" means a series of bonds or other evidence of indebtedness including but not limited to, notes, bonds, commercial paper, capital leases or any other obligations

of the Town issued, incurred, or applied to refund all or any portion of the Permanent Original Obligations or any indebtedness issued to refinance the Permanent Original Obligations.

"Reliability EBU" means "reliability equivalent benefit unit," the standard unit to be used in calculating the relative amount of special benefit allocated to the improved service reliability to be derived by each Tax Parcel from the Underground Utility Improvements.

"Residential Condominium Property" means a Tax Parcel containing a Dwelling Unit within a Condominium Complex, as defined in Section 718.103(27), Florida Statutes.

"Residential Property" means collectively Single Family Residential Property, Multi-Family Residential Property, and Residential Condominium Property.

"Safety EBU" means "safety equivalent benefit unit," the standard unit to be used in calculating the relative amount of special benefit allocated to the improved safety to be derived by each Tax Parcel from the Underground Utility Improvements.

"Single Family Residential Property" means a detached Dwelling Unit on an individual Tax Parcel, plus duplexes and zero lot line houses.

"Statutory Discount Amount" means the amount computed for each Tax Parcel pursuant to Section 4.04(G) hereof.

"Tax Parcel" means a parcel of property to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Temporary Original Obligations" means that portion of the loan or loans from any short-term finance program, incurred by the Town to (A) finance all or a portion of the Project Cost of the

Underground Utility Improvements on an interim basis, and (B) finance the payment of any Transaction Cost for the issuance of the Temporary Original Obligations.

“Termination Point” means the point where the utility facilities placed underground in an Excluded Neighborhood pursuant to an existing or planned utility undergrounding assessment program terminate and connect to the existing overhead facilities.

“Transaction Cost” means the costs, fees and expenses incurred by the Town in connection with the issuance and sale of any series of Obligations, including but not limited to (A) rating agency and other financing fees; (B) the fees and disbursements of bond counsel and disclosure counsel, if any; (C) the underwriters' discount; (D) the fees and disbursements of the Town's financial advisor; (E) the costs of preparing and printing the Obligations, the preliminary official statement, the final official statement, and all other documentation supporting issuance of the Obligations; (F) the fees payable in respect of any municipal bond insurance policy; (G) administrative, development, credit review, and all other fees associated with any pooled commercial paper or similar interim financing program; and (H) any other costs of a similar nature incurred in connection with issuance of such Obligations.

“Underground Utility Assessment Area” means the property more particularly described in Section 3.01 and Appendix C hereof.

“Underground Utility Assessment Roll” means the Assessment Roll as defined in the Code relating to the Project Cost of the Underground Utility Improvements.

“Underground Utility Improvements” means a Local Improvement as defined in the Code and hereby more specifically defined as the following utility infrastructure improvements to be designed, acquired, constructed, or installed by or through direction from the Town within the Underground Utility Assessment Area: removal of overhead utility lines and facilities for electricity,

telephone, cable, and fiber optics; acquisition of land and/or easements associated with the project; design, acquisition, installation, and construction of underground utility vaults, conduits, transformers, and other necessary facilities (underground and on the surface) to facilitate placement underground of all local electrical distribution lines, telephone lines, cable lines, and fiber optics to provide such essential services to properties within the Underground Utility Assessment Area; design, acquisition, installation, and construction of necessary facilities to connect the improvements on each Tax Parcel, including, but not limited to, meter conversions (for meters that are currently in compliance with all applicable codes), service laterals, and any looping of onsite lines in conformance with all utility standards; and property restoration, landscaping, and other utility and utility related improvements.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

SECTION 1.02. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.03. FINDINGS. It is hereby ascertained, determined and declared that:

(A) Pursuant to Article VIII, Section 2(b) of the Florida Constitution, and sections 166.021 and 166.041, Florida Statutes, the Town Council has all powers of local self-government to

perform municipal functions and to render municipal services except when prohibited by law and such power may be exercised by the enactment of legislation in the form of Town ordinances.

(B) The Town Council may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the Town Council may legislate on any subject matter on which the Legislature may act, except those subjects described in (a), (b), (c), and (d) of section 166.021(3), Florida Statutes. The subject matter of paragraphs (a), (b), (c) and (d) of section 166.021(3), Florida Statutes, are not relevant to imposition of assessments related to the Underground Utility Improvements within the Town.

(C) The Town Council has enacted the Code to provide for the creation of Assessment Areas and authorize the imposition of Assessments to fund the cost of Local Improvements that benefit the property located therein.

(D) The Town Council desires to create the Underground Utility Assessment Area as an Assessment Area and to fund Project Cost of the Underground Utility Improvements, which is a Local Improvement as defined in the Code.

(E) As set forth in more detail in the Assessment Report, the design, acquisition, construction, and installation of the Underground Utility Improvements will provide a special benefit to all Tax Parcels located within the Underground Utility Assessment Area by protecting and enhancing the value, use, enjoyment and commercial attractiveness and viability of such property by improving and enhancing: (1) property safety by reducing the potential of hazardous conditions occurring on these properties and the ingress and egress to these properties from downed poles, lines, and other overhead utility facilities in the event of storms and other natural disasters and reducing the potential for fires occurring on such properties emanating from the overhead utility facilities due to vegetative overgrowth, storms, and other causes; (2) reliability of utility services provided to these

properties by reducing the frequency of utility outages once placed underground, replacing the current utility infrastructure with new, upgraded lines, cables, and appurtenant facilities to be installed through the Underground Utility Improvements; and (3) aesthetics of these properties and their immediate surrounding areas by removing the overhead utility facilities, which will eliminate a heavy visual concentration of utility lines and poles.

(F) Pursuant to Florida Power & Light Company's 2017 Status/Update Report on Storm Hardening/Preparedness and Distribution Reliability, dated as of March 1, 2017, underground utility facilities provide the greatest utility service reliability. For example, in 2016 Florida Power & Light reported that customers served by underground utilities experienced average outages of just 17.2 minutes compared to 80.4 minutes for customers served by overhead utilities and 57.6 minutes for customers served by a combination of underground and overhead utilities. Even with storm hardened overhead utility facilities in place, Florida Power & Light Company's data dating back to 2012 demonstrates a similar increased reliability benefit from undergrounded utilities as compared to overhead utility facilities or combined overhead and underground utility facilities.

(G) The Underground Utility Improvements are projected to be designed, constructed, and installed throughout the Underground Utility Assessment Area over an 8-year build out period. This build-out period is required due to the extensive coordination, traffic control, and mobilization needed during the project construction. Due to the magnitude of the Underground Utility Improvements project, an 8-year build out period is a fair and reasonable time period for realization of the special benefits that will be provided to the Tax Parcels within the Underground Utility Assessment Area. Additionally, even though the Underground Utility Improvements project is not planned to be substantially complete throughout the Underground Utility Assessment Area for eight years, all properties will receive a special benefit, at a certain level, upon the initiation of the project

as the overhead utility lines within the Town-wide utility grid begin to be placed underground and providing some increased safety, aesthetics, and reliability to Tax Parcels within the Underground Utility Assessment Area.

(H) The Town Council hereby finds and determines that the Assessments to be imposed in accordance with this Initial Assessment Resolution provide an equitable method of funding the Underground Utility Improvements by fairly and reasonably allocating the cost to specially benefitted property, based upon the amount of Equivalent Benefit Units or EBUs attributable to each parcel of property in the manner hereinafter described.

(I) It is fair and reasonable and proportionate to the special benefit received to apportion the Project Cost of the Underground Utility Improvements based upon EBUs because the aesthetic, safety, and reliability benefits received are substantially proportional to the assessed Tax Parcel's Lot Size, density, and type of development as expressed in EBUs and as more particularly described in the Assessment Report.

(J) It is fair and reasonable to split the Project Cost of the Underground Utility Improvements among the three special benefit components – safety, reliability, and aesthetics – based upon the proportionate numbers of EBUs in each category.

(K) Although all Tax Parcels within the Underground Utility Assessment Area will be specially benefitted by the Underground Utility Improvements, as described above, due to their closer physical proximity to the existing overhead utility facilities, Adjacent Property will receive greater safety and aesthetic special benefits than Non-Adjacent Property. Accordingly, it is fair and reasonable to assign less Safety EBUs and Aesthetic EBUs to Non-Adjacent Property in acknowledgement of this lesser level of special benefit.

(L) It is fair and reasonable and proportionate to the special benefit received for safety and aesthetics to assign Safety EBUs and Aesthetic EBUs to the Tax Parcels based upon Lot Size because a larger sized property will span a greater area that may be exposed to existing overhead facilities along abutting streets, alleys, and easements that are being removed and replaced as a part of the Underground Utility Improvements and, accordingly, receive a proportionately greater benefit as compared to properties with smaller Lot Size.

(M) It is fair and reasonable to assign a minimum of one (1) Safety EBU and one (1) Aesthetic EBU for Adjacent Property or a minimum of one-half (.5) Safety EBU and one-half (.5) Aesthetic EBU for Non-adjacent Property because, regardless of their actual Lot Sizes, all such properties within the Underground Utility Assessment Area receive a baseline special benefit from the Underground Utility Improvements.

(N) Due to the similar size and use of Single Family Residential Properties, the reliability special benefit, as described above, is substantially the same for each Dwelling Unit located on a Tax Parcel of Single Family Residential Property. Accordingly, it is fair and reasonable and proportionate to the reliability special benefit received to assign all Dwelling Units located on Tax Parcels of Single Family Residential Property one (1) Reliability EBU per Dwelling Unit.

(O) In contrast, all Tax Parcels of Multi-Family Property and Residential Condominium Property within the Underground Utility Assessment Area will receive a different level of reliability special benefit than Single Family Residential Property since these properties are generally smaller, more compact and have less occupant density than Single Family Residential Property. Accordingly, it is fair and reasonable to assign Reliability EBUs to Multi-Family Property and Residential Condominium Property by using a Density Factor as a proxy for the typical Dwelling Unit sizes to acknowledge that these generally smaller Dwelling Units receive a lesser reliability special benefit.

(P) Because Density Factor data is not available for Non-Residential Property, it is fair and reasonable to use Lot Size to assign Reliability EBUs to these properties to account for the greater amount of special benefit accruing to larger Non-Residential Properties from the provision of the Underground Utility Project because a larger sized property can accommodate a greater amount of potential improvements utilizing and benefitting from the increased utility reliability and, accordingly, receive a proportionately greater benefit as compared to properties with smaller Lot Size.

(Q) Condominium property constitutes a unique form of real property ownership comprised of condominium units, to which there may be an appurtenant undivided share of common areas within the Condominium Complex. It is fair and reasonable and in accordance with section 718.120, Florida Statutes, to attribute the EBUs associated with any Condominium Common Area Parcels to the Tax Parcels of Residential Condominium Property or Non-Residential Condominium Property to which such Condominium Common Area Parcels are appurtenant.

(R) The Underground Utility Improvements necessarily includes some surface level facilities, such as switch boxes, which will be located on or adjacent to some properties within the Underground Utility Assessment Area. These properties will still receive an aesthetic special benefit proportionate to their Lot Size because the Underground Utility Improvements will eliminate a heavy visual concentration of utility lines and poles; it is not possible to eliminate all surface level utility facilities and the switch boxes and other like facilities that will be maintained are far less obtrusive, are close to the ground, and are more visually pleasing.

(S) Some Tax Parcels within the Underground Utility Assessment Area contain large open areas, such as golf courses and the Breakers Palm Beach. To account for the diminished return of benefit to such Tax Parcels as their total amount of open space acreage that does not consume

utilities increases, it is fair and reasonable to combine all related Tax Parcels as one parcel and apply a Parcel Adjustment Factor in acknowledgement of the lesser amount of special benefit accruing to these open areas due to the lower frontage to acreage ratio applicable to these properties.

(T) Some Tax Parcels within the Town have petitioned the Town to institute a utility undergrounding project for their immediate neighborhood, which is similarly being funded with special assessments imposed by the Town on the specially benefitted properties. Because those Tax Parcels within these Excluded Neighborhoods have already relocated or begun the process of relocation of their overhead utility facilities underground and are currently paying or will pay an annual special assessment, it is fair and reasonable to exclude these parcels from the Underground Utility Assessment Area. However, due to the timing of the utility undergrounding projects, the Underground Utility Improvements will provide an indirect reliability benefit to the Excluded Neighborhoods associated with the Termination Points where the underground utility facilities within the Excluded Neighborhoods connect or will connect to the utility grid serving the rest of the Town. Therefore, to account for this indirect reliability benefit, it is fair and reasonable to assign one (1) Reliability EBU to each Termination Point associated with the Excluded Neighborhoods for a total of seven (7) Reliability EBUs. The monetary obligation associated with these seven (7) Reliability EBUs will not be funded from the proceeds of the Improvement Assessments.

(U) Certain Tax Parcels within the Town are undevelopable due to property specific constraints or legal restrictions. Additionally, there are distinct Tax Parcels within the Town that contain only parking spaces, storage units, or condominium cabanas and serve as auxiliary improvements to a primary improvement on another Tax Parcel. It is fair and reasonable to exclude these Tax Parcels from the Underground Utility Assessment Area because they will receive little, if any, special benefit from the Underground Utility Improvements.

(V) The Town plans to issue long term debt to finance the Underground Utility Improvements to allow the Assessments to be collected in annual installments over a 30-year repayment period, which will ease the annual financial burden on each Tax Parcel. Additionally, the Town plans to initially utilize interim financing to fund all or a portion of the Project Costs until the long term debt can be issued. The Town's financing plan is fair and reasonable and will help contain financing costs while ensuring a viable, long-term funding source for the Underground Utility Improvements.

(W) The Town Council hereby finds that each property within the proposed Assessment Area will be benefited by the Town's provision of the Underground Utility Improvements in an amount not less than the Assessment imposed against such property, computed in the manner set forth in this Resolution.

ARTICLE II

NOTICE AND PUBLIC HEARING

SECTION 2.01. PUBLIC HEARING. There is hereby established a public hearing to be held by the Town Council at 5:01 p.m. on July 12, 2017, in the Town of Palm Beach Town Council Chambers, 360 South County Road, Palm Beach, Florida, to consider: (A) creation of the Underground Utility Assessment Area; (B) imposition of the Improvement Assessments, and (C) collection of the Improvement Assessments pursuant to the Uniform Assessment Collection Act.

SECTION 2.02. NOTICE BY PUBLICATION. Upon completion of the Underground Utility Assessment Roll, the Town Manager shall publish a notice of the public hearing authorized by Section 2.01 hereof in the manner and the time provided in Sec. 90-84 of the Code. Such notice shall be in substantially the form attached hereto as Appendix B and shall be published no later than June 21, 2017.

SECTION 2.03. NOTICE BY MAIL.

(A) Upon completion of the Underground Utility Assessment Roll, the Town Manager shall, at the time and in the manner specified in Sec. 90-85 of the Code, provide first class mailed notice of the public hearing authorized by Section 2.01 hereof to each property owner proposed to be assessed at the address indicated on the Tax Roll. Such notice shall be in substantially the form attached hereto as Appendix C and shall be mailed no later than June 21, 2017.

(B) In accordance with Chapter 92-264, Laws of Florida, as amended, a special act relating to the Property Appraiser, the Town Council shall provide additional notice of the Assessment as part of the notice of proposed property taxes under Section 200.069, Florida Statutes, the truth-in-millage notification.

ARTICLE III

ASSESSMENT AREA AND ASSESSMENT UNITS

SECTION 3.01. DESCRIPTION OF PROPOSED ASSESSMENT AREA.

(A) In accordance with Sec. 90-46 of the Code, the Town Council proposes to create the Underground Utility Assessment Area encompassing all the area of the Town more particularly described in Appendix A attached hereto, with the exception of the Excluded Parcels.

(B) The Underground Utility Assessment Area is proposed to provide beautification, improved utility reliability, and enhance safety and access to property, as well as preserve and/or enhance the value of all property therein through the provision of the Underground Utility Improvements.

SECTION 3.02. ASSIGNMENT OF EBUs.

Safety EBUs and Aesthetic EBUs

(A) Except for Residential Condominium Property and Non-Residential Condominium Property as described in paragraphs (C) and (D) below, all Tax Parcels of Adjacent Property in the Underground Utility Assessment Area shall be assigned Safety EBUs and Aesthetic EBUs by dividing its (a) Lot Size by (b) the EBU Land Value; provided however that no Tax Parcel of Adjacent Property shall be assigned less than one Safety EBU or less than one Aesthetic EBU.

(B) Except for Residential Condominium Property and Non-Residential Condominium Property as described in paragraphs (C) and (D) below, all Tax Parcels of Non-adjacent Property in the Underground Utility Assessment Area shall be assigned Safety EBUs and Aesthetic EBUs by dividing its (a) Lot Size by (b) the EBU Land Value and then multiplying that product by .5;

provided however that no Tax Parcel of Non-Adjacent Property shall be assigned less than .5 Safety EBU or less than .5 Aesthetic EBU.

(C) The number of Safety EBUs and Aesthetic EBUs attributable to each Tax Parcel of Adjacent Property that is Residential Condominium Property or Non-Residential Condominium Property in a Condominium Complex shall be the amount computed by (a) dividing the Lot Size of the Condominium Complex in which the Residential Condominium Property or Non-Residential Condominium Property, as applicable, is located, including any Condominium Common Area Parcels, by the EBU Land Value, and then (b) dividing the result by the total number of Tax Parcels of Residential Condominium Property or Non-Residential Condominium Property, as applicable, located within such Condominium Complex; provided however that no Tax Parcel of Adjacent Property that is Residential Condominium Property or Non-Residential Condominium Property shall be assigned less than one Safety EBU or less than one Aesthetic EBU.

(D) The number of Safety EBUs and Aesthetic EBUs attributable to each Tax Parcel of Non-Adjacent Property that is Residential Condominium Property or Non-Residential Condominium Property in a Condominium Complex shall be the amount computed by (a) dividing the Lot Size of the Condominium Complex in which the Residential Condominium Property or Non-Residential Condominium Property, as applicable, is located, including any Condominium Common Area Parcels, by the EBU Land Value, (b) multiplying that product by .5, and then (c) dividing the result by the total number of Tax Parcels of Residential Condominium Property or Non-Residential Condominium Property, as applicable, located within such Condominium Complex; provided however that no Tax Parcel of Non-Adjacent Property that is Residential Condominium Property or Non-Residential Condominium Property shall be assigned less than .5 Safety EBU or less than .5 Aesthetic EBU.

Reliability EBUs

(E) All Tax Parcels of Residential Property in the Underground Utility Assessment Area shall be assigned Reliability EBUs by (a) multiplying the number of Dwelling Units on the Tax Parcel by (b) the Density Factor computed for the applicable category of Residential Property.

(F) All Tax Parcels of Non-Residential Property in the Underground Utility Assessment Area, except for Non-Residential Condominium Property, shall be assigned Reliability EBUs by dividing its (a) Lot Size by (b) the EBU Land Value; provided however that no Tax Parcel of Non-Residential Property shall be assigned less than one (1) Reliability EBU.

(G) The number of Reliability EBUs attributable to each Tax Parcel of Non-Residential Condominium Property in a Condominium Complex shall be the amount computed by (a) dividing the Lot Size of the Condominium Complex in which the Non-Residential Condominium Property is located, including any Condominium Common Area Parcels, by the EBU Land Value, and then (b) dividing the result by the total number of Tax Parcels of Non-Residential Condominium Property located within such Condominium Complex; provided however that no Tax Parcel of Non-Residential Condominium Property shall be assigned less than one (1) Reliability EBU.

(H) Each Termination Point for an Excluded Neighborhood shall be assigned one (1) Reliability EBU.

ARTICLE IV

IMPROVEMENT ASSESSMENTS

SECTION 4.01. ESTIMATED CAPITAL COST.

(A) The total estimated Capital Cost to be assessed within the Underground Utility Assessment Area for the Underground Utility Improvements is \$90,000,000.00, which is further allocated as follows:

(1) The estimated Capital Cost allocated to the Safety EBU is 30.8% or \$27,722,830.00.

(2) The estimated Capital Cost allocated to the Reliability EBU is 38.4% or \$34,554,340.00.

(3) The estimated Capital Cost allocated to the Aesthetic EBU is 30.8% or \$27,722,830.00.

(B) The Project Cost of the Underground Utility Improvements will be funded through the imposition of Improvement Assessments against property located in Underground Utility Assessment Area.

SECTION 4.02. IMPOSITION OF IMPROVEMENT ASSESSMENTS. The Improvement Assessments shall be imposed against all Tax Parcels located within Underground Utility Assessment Area for each Fiscal Year in which the Obligations remain outstanding, the amount of which shall be computed in accordance with this Article IV. When imposed, the Improvement Assessments for each Fiscal Year shall constitute a lien upon the Tax Parcels located in the Underground Utility Assessment Area pursuant to Sec. 90-50 of the Code.

SECTION 4.03. PREPAYMENT AMOUNTS.

(A) Upon adoption of the Final Assessment Resolution, an Initial Prepayment Amount for each Tax Parcel located within Underground Utility Assessment Area shall be calculated as the sum of the following amounts:

(1) The amount computed by dividing the number of Safety EBUs attributable to such Tax Parcel by the total number of all Safety EBUs attributable to all Tax Parcels within Underground Utility Assessment Area, and multiplying the result by the estimated Capital Cost provided in Section 4.01(A)(1); and

(2) The amount computed by dividing the number of Reliability EBUs attributable to such Tax Parcel by the total number of all Reliability EBUs attributable to all Tax Parcels within Underground Utility Assessment Area, and multiplying the result by the estimated Capital Cost provided in Section 4.01(A)(2); and

(3) The amount computed by dividing the number of Aesthetic EBUs attributable to such Tax Parcel by the total number of all Aesthetic EBUs attributable to all Tax Parcels within Underground Utility Assessment Area, and multiplying the result by the estimated Capital Cost provided in Section 4.01(A)(3).

(B) Following issuance of any Temporary Original Obligations, an Adjusted Prepayment Amount for each Tax Parcel, other than those Tax Parcels as to which the Improvement Assessment has been prepaid prior to issuance of the Temporary Original Obligations, shall be computed by multiplying (1) the amount computed by dividing (a) the Initial Prepayment Amount established herein for such Tax Parcel by (b) the sum of the aggregate Initial Prepayment Amounts for all Tax Parcels within the Underground Utility Assessment Area, in each case excluding those Tax Parcels as to which the Assessment has been prepaid prior to issuance of the Temporary Original

Obligations, by (2) the principal amount of the Proforma Obligations. The Adjusted Prepayment Amount for each Tax Parcel shall be revised annually, as provided in Section 4.04(I) hereof.

(C) Following the issuance of any Permanent Original Obligations, a revised Adjusted Prepayment Amount for each Tax Parcel, other than those Tax Parcels as to which the Improvement Assessment has been prepaid prior to the issuance of any Permanent Original Obligations, shall be computed by multiplying (1) the amount computed by dividing (a) the Adjusted Prepayment Amount established herein for such Tax Parcel by (b) the aggregate Adjusted Prepayment Amounts for all Tax Parcels within the Underground Utility Assessment Area, in each case excluding those Tax Parcels as to which the Assessment has been prepaid prior to issuance of the Permanent Original Obligations, by (2) the principal amount of the Permanent Obligations. The Adjusted Prepayment Amount for each Tax Parcel shall be revised annually, as provided in Section 4.04(I) hereof.

(D) Following issuance of any Refunding Obligations, a new Adjusted Prepayment Amount for each Tax Parcel, other than those Tax Parcels as to which the Improvement Assessment has been prepaid prior to issuance of such Refunding Obligations, shall be computed by multiplying (1) the amount computed by dividing (a) the Adjusted Prepayment Amount for such Tax Parcel by (b) the aggregate Adjusted Prepayment Amounts for all Tax Parcels within the Underground Utility Assessment Area, by (2) the principal amount of such Refunding Obligations. The Adjusted Prepayment Amount for each Tax Parcel shall be revised annually, as provided in Section 4.04(I) hereof.

SECTION 4.04. COMPUTATION OF IMPROVEMENT ASSESSMENTS. The annual Improvement Assessment shall be computed for each Tax Parcel that has not prepaid in accordance with Sections 4.05, 4.06, or 4.07 hereof in the manner set forth in this Section 4.04.

(A) DEBT SERVICE AMOUNT. A "Debt Service Amount" shall be computed for each Fiscal Year in the following manner:

(1) For each Fiscal Year in which Temporary Original Obligations will be outstanding, the "Debt Service Amount" shall be computed as the amount which would be payable in respect of the Proforma Obligations in accordance with a debt service schedule prepared with principal installments equal those established for the Proforma Obligations.

(2) Following issuance of the Permanent Original Obligations, the "Debt Service Amount" shall be computed for each Fiscal Year as the amount which would be payable in respect of the Obligations in accordance with a debt service schedule prepared based on (1) the principal installments equal those established in the Funding Agreement, and (2) the Obligations bear interest at a rate one-half (0.5%) percentage point in excess of the actual rates; provided however, that the "Debt Service Amount" for any Fiscal Year shall not exceed the principal amount of Obligations then outstanding, plus interest thereon at rates one-half (0.5%) percentage point in excess of the actual rates.

(B) PREPAYMENT MODIFICATION FACTOR. A "Prepayment Modification Factor" shall be computed for each Fiscal Year by dividing (1) the amount computed by subtracting (a) the sum of the Adjusted Prepayment Amounts, as of the date on which the Obligations are issued by the Town, for all Tax Parcels as to which prepayment has been made, from (b) the total principal amount of Obligations initially issued by the Town, by (2) the total principal amount of Obligations initially issued by the Town.

(C) MODIFIED DEBT SERVICE AMOUNT. A "Modified Debt Service Amount" shall be computed for each Fiscal Year by multiplying (1) the Debt Service Amount by (2) the Prepayment Modification Factor.

(D) ANNUAL DEBT SERVICE FACTOR. An "Annual Debt Service Factor" shall be computed for each Fiscal Year by dividing (1) the Adjusted Prepayment Amount for such Tax Parcel, by (2) the aggregate Adjusted Prepayment Amount.

(E) ANNUAL DEBT SERVICE COMPONENT. The "Annual Debt Service Component" shall be computed for each Fiscal Year for each Tax Parcel by multiplying (1) the Modified Debt Service Amount by (2) the Annual Debt Service Factor.

(F) COLLECTION COST COMPONENT. The "Collection Cost Component" shall be computed each Fiscal Year for each Tax Parcel by (1) dividing (a) the Adjusted Prepayment Amount for such Tax Parcel by (b) the sum of the aggregate Adjusted Prepayment Amount remaining in the Underground Utility Assessment Area, and (2) multiplying the result by the Collection Cost.

(G) STATUTORY DISCOUNT AMOUNT. The "Statutory Discount Amount" shall be computed for each Tax Parcel as the amount allowed by law as the maximum discount for early payment of ad valorem taxes and non-ad valorem assessments plus a one (1) percent contingency for uncollectible amounts, such amount to be calculated by deducting (1) the sum of (a) the Annual Debt Service Component and (b) the Collection Cost Component, from (2) the amount computed by dividing (a) the sum of (i) the Annual Debt Service Component and (ii) the Collection Cost Component, by (b) the factor of 0.95.

(H) IMPROVEMENT ASSESSMENT. The annual Improvement Assessment for each Tax Parcel shall be computed as the sum of (1) the Annual Debt Service Component, (2) the Collection Cost Component, and (3) the Statutory Discount Amount.

(I) REVISION OF ADJUSTED PREPAYMENT AMOUNT. Upon certification of the Underground Utility Assessment Roll each Fiscal Year, the Adjusted Prepayment Amount for each Tax Parcel shall be recomputed by deducting (1) the amount computed by (a) dividing (i) the

principal component of the Debt Service Amount utilized to compute the Annual Debt Service Component for the Underground Utility Assessment Roll by (ii) the total Debt Service Amount utilized to compute the Annual Debt Service Component for the Underground Utility Assessment Roll and (b) multiplying the result by the Annual Debt Service Component included on the Underground Utility Assessment Roll for the Tax Parcel, from (2) the Adjusted Prepayment Amount (or for the initial Assessment Roll, the Initial Prepayment Amount) utilized to compute the annual Improvement Assessment included on the Underground Utility Assessment Roll for such Tax Parcel.

SECTION 4.05. INITIAL PREPAYMENT OPTION.

(A) Following adoption of the Final Assessment Resolution, the Town Manager shall provide by first class mail a notice to the owner of each Tax Parcel subject to the Improvement Assessment of the owner's option to initially prepay all future annual Improvement Assessments. On or prior to the date specified in such notice, the owner of each Tax Parcel subject to the Improvement Assessment shall be entitled to prepay all future annual Improvement Assessments, upon payment of the Initial Prepayment Amount.

(B) The amount of all prepayments made pursuant to this Section 4.05 shall be final. The Town shall not be required to refund any portion of a prepayment if (1) the actual Capital Cost of the Underground Utility Improvements is less than the estimated Capital Cost upon which the Initial Prepayment Amount was computed, or (2) annual Improvement Assessments will not be imposed for the full number of years anticipated at the time of any such prepayment.

SECTION 4.06. ADDITIONAL PREPAYMENT OPTION.

(A) After the initial prepayment period provided for in Section 4.05 and if subsequently authorized by the Town Council, the owner of each Tax Parcel subject to the Improvement Assessments may be entitled to prepay all future unpaid annual Assessments upon payment of an

amount equal to the sum of (1) the Adjusted Prepayment Amount for such Tax Parcel, and (2) interest on the Adjusted Prepayment Amount, computed at a rate one-half (0.5%) percentage point in excess of the rate on the Obligations from the most recent date to which interest on the Obligations has been paid to the next date following such prepayment on which the Town can redeem Obligations after providing all notices required to redeem all or any portion of the Obligations.

(B) During any period commencing on the date the annual Utility Underground Assessment Roll is certified for collection pursuant to the Uniform Assessment Collection Act and ending on the next date on which unpaid ad valorem taxes become delinquent, the Town may reduce the amount required to prepay the future unpaid annual Improvement Assessments for the Tax Parcel by the amount of the Improvement Assessment that has been certified for collection with respect to such Tax Parcel.

(C) The amount of all prepayments made pursuant to this Section 4.06 shall be final. The Town shall not be required to refund any portion of a prepayment if (1) the Capital Cost of the Utility Underground Improvements is less than the amount upon which such Adjusted Prepayment Amount was computed, (2) the Adjusted Prepayment Amount is reduced upon issuance of the Permanent Original Obligations, or (3) annual Improvement Assessments will not be imposed for the full number of years anticipated at the time of such prepayment.

SECTION 4.07. MANDATORY PREPAYMENT.

(A) The owner of a Tax Parcel subject to the Improvement Assessment shall immediately prepay all future unpaid annual Improvement Assessments for such Tax Parcel if (1) the Tax Parcel is acquired by a public entity through condemnation, negotiated sale or otherwise, or (2) a tax certificate has been issued and remains outstanding in respect of the Tax Parcel and the Town, at its

sole option, elects to accelerate the Improvement Assessment.

(B) The amount required to prepay the future unpaid annual Improvement Assessments will be equal to the sum of (1) the Adjusted Prepayment Amount for such Tax Parcel, and (2) interest on the Adjusted Prepayment Amount from the most recent date to which interest on the Obligations has been paid to the next date following such prepayment on which the Town can redeem Obligations after providing all notices required to redeem all or any portion of the Obligations.

(C) During any period commencing on the date the annual Underground Utility Assessment Roll is certified for collection pursuant to the Uniform Assessment Collection Act and ending on the next date on which unpaid ad valorem taxes become delinquent, the Town may reduce the amount required to prepay the future unpaid annual Improvement Assessments for the Tax Parcel by the amount of the Improvement Assessment that has been certified for collection with respect to such Tax Parcel.

(D) The amount of all prepayments made pursuant to this Section 4.07 shall be final. The Town shall not be required to refund any portion of a prepayment if (1) the Capital Cost of the Underground Utility Improvements is less than the amount upon which such Adjusted Prepayment Amount was computed, (2) the Adjusted Prepayment Amount is reduced upon issuance of the Permanent Original Obligations, or (3) annual Improvement Assessments will not be imposed for the full number of years anticipated at the time of such prepayment.

SECTION 4.08. REALLOCATION. If an owner intends to subdivide a Tax Parcel, the Prepayment Amount for such Tax Parcel may be reallocated pro rata among the new Tax Parcels upon (1) application of the owner and (2) assignment of a distinct ad valorem property tax identification number to each new Tax Parcel by the Property Appraiser.

SECTION 4.09. UNDERGROUND UTILITY ASSESSMENT ROLL. The Town Manager is hereby directed to prepare a final estimate of the Project Cost for the Underground Utility Improvements and to prepare the preliminary Underground Utility Assessment Roll in the manner provided in Sec. 90-83 of the Code. The Town Manager shall apportion the Project Cost among the parcels of real property within Underground Utility Assessment Area as reflected on the Tax Roll in conformity with Article IV hereof. The estimate of Project Cost and the Underground Utility Assessment Roll shall be maintained on file in the office of the Town Manager and be open to public inspection.

SECTION 4.10. APPLICATION OF IMPROVEMENT ASSESSMENT PROCEEDS. Proceeds from the Improvement Assessments received during each Fiscal Year shall be applied by the Town for payment of the Improvement Assessment Collection Costs, payment of any Transaction Costs not funded from proceeds of the Obligations, payment of interest due on the Obligations, payment of principal due on the Obligations, and payment of the Project Cost of the Underground Utility Improvements, including any Capital Cost that may exceed the estimated Capital Cost in Section 4.01. Any remaining proceeds will then be used for prepayment of the Obligations, when authorized under the terms of those Obligations.

ARTICLE V

GENERAL PROVISIONS

SECTION 5.01. METHOD OF COLLECTION. The Assessments shall be collected pursuant to the Uniform Assessment Collection Act, as provided in Section 90-121 of the Code. Any Assessments imposed against Government Property shall be collected pursuant to Section 90-123 of the Code.

SECTION 5.02. SEVERABILITY. If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 5.03. EVIDENCE OF PAYMENT. Prepayment in full of the Improvement Assessment imposed against any Tax Parcel shall operate as a release of the Improvement Assessment lien upon such Tax Parcel. Upon request, the Town Manager may issue a written confirmation to evidence such payment; provided however, that the issuance of written confirmation shall not be required to release the Improvement Assessment lien. The Town may impose an administrative fee to defray the cost of providing written confirmation pursuant to this Section 6.03.

SECTION 5.04. REVISIONS TO ASSESSMENTS. If any Assessment or exemption made under the provisions of this Initial Assessment Resolution is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the Town Council is satisfied that any such Assessment or exemption is so irregular or defective that the same cannot be enforced or collected, or if the Town Council has failed to include or omitted any property on the Assessment Roll which property should have been so included, the Town Council may take all necessary steps to

impose a new Assessment against any property benefited by the Underground Utility Improvements, following as nearly as may be practicable, the provisions of the Code and in case such second Assessment is annulled, vacated, or set aside, the Town Council may obtain and impose other Assessments until a valid Assessment is imposed.

SECTION 5.05. INTENT FOR REIMBURSEMENT FROM BOND PROCEEDS.

The Town is hereby authorized to temporarily advance funds for the payment of Project Costs relating to the Underground Utility Improvements, such advances to be reimbursed from proceeds of tax-exempt Obligations. This is a Declaration of Official Intent under U.S. Treasury Regulations for purposes of Sections 103 and 141 to 150 of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"). The Town declares that it reasonably expects that the Project Costs for the Underground Utility Improvements will be reimbursed with the proceeds of bonds (as defined in Section 150 of the Internal Revenue Code). The maximum principal amount of bonds expected to be issued for the Project Costs of the Underground Utility Improvements is \$90,000,000.00.

SECTION 5.06. 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 assembled this ____ day of ____, 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, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member

APPENDIX A

DESCRIPTION OF THE UNDERGROUND UTILITY ASSESSMENT AREA

APPENDIX A
UNDERGROUND UTILITY ASSESSMENT AREA

APPENDIX B
FORM OF NOTICE TO BE PUBLISHED

APPENDIX B

FORM OF NOTICE TO BE PUBLISHED

To Be Published by June 21, 2017

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS IN THE TOWN-WIDE UNDERGROUND UTILITY ASSESSMENT AREA TO PROVIDE FOR THE UNDERGROUND UTILITY IMPROVEMENTS

Notice is hereby given that the Town Council of the Town of Palm Beach will conduct a public hearing to consider imposing non-ad valorem special assessments for the provision of the design, acquisition, construction, and installation of the Underground Utility Improvements within the boundaries of the Town-wide Underground Utility Assessment Area for the Fiscal Year beginning October 1, 2017 and future fiscal years.

The hearing will be held at 5:01 p.m. on July 12, 2017, in the Town of Palm Beach Town Council Chambers, 360 South County Road, Palm Beach, Florida, for the purpose of receiving public comment on the proposed Underground Utility Assessment Area and the special assessments and their collection on the ad valorem tax bill. All affected property owners have a right to appear at the hearing and to file written objections with the Town Council within 20 days of this notice.

Pursuant to section 286.0105, Florida Statutes, if you decide to appeal any decision made by the Town Council with respect to any matter considered at the hearing or at any subsequent meeting to which the Town Council has continued its deliberations, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Town Manager's Office at (561) 835-4631 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) days prior to the date of the hearing.

The assessment for each parcel of property will be based on the number of equivalent benefit units assigned to the Tax Parcel. The proposed maximum annual assessment rates are: \$256.53 per Safety EBU, \$256.53 per Reliability EBU, and \$256.53 per Aesthetic EBU. A more specific description of the improvements and the method of computing the assessment for each parcel of property are set forth in the Initial Assessment Resolution adopted by the Town Council on June 13,

2017. Copies of Chapter 90, Article II of the Town Code, the Initial Assessment Resolution (Resolution No. _____), and the preliminary Assessment Roll for the upcoming fiscal year are available for inspection at the office of the Town Manager, located at Town Hall, 360 South County Road, Palm Beach, Florida.

The assessments will be collected on the ad valorem tax bill, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. The Town Council intends to collect the assessments in 30 annual installments, the first of which will be included on the ad valorem tax bill to be mailed in November 2017.

If you have any questions, please contact the Town Manager's Office at (561) 835-4631, Monday through Friday between 8:30 a.m. and 5:00 p.m.

MAP OF ASSESSMENT AREA

[TO COME]

TOWN OF PALM BEACH TOWN COUNCIL

APPENDIX C

FORM OF NOTICE TO BE MAILED

APPENDIX C

FORM OF NOTICE TO BE MAILED

**Town Council of the
Town of Palm Beach, Florida
Address
Town of Palm Beach, FL**

TOWN OF PALM BEACH, FLORIDA
NOTICE OF HEARING TO IMPOSE AND PROVIDE
FOR COLLECTION OF NON-AD VALOREM
ASSESSMENTS
NOTICE DATE: JUNE 21, 2017

**Owner Name
Address
City, State Zip**

Tax Parcel #: _____
Legal Description: _____

As required by section 197.3632, Florida Statutes, and the direction of the Town Council of the Town of Palm Beach, Florida, notice is given by the Town of Palm Beach that an annual assessment for the design, acquisition, construction, and installation of the Underground Utility Improvements using the tax bill collection method may be levied on your property contained within the Town-wide Underground Utility Assessment Area for the fiscal year October 1, 2017 - September 30, 2018 and future fiscal years. The use of an annual special assessment to fund improvements benefiting property located within the Underground Utility Assessment Area is a fair, efficient and effective means of funding these needed improvements.

The assessment for your property will be based on the number of equivalent benefit units assigned to the Tax Parcel. A more specific description of the improvements and the method of computing the assessment for each parcel of property are set forth in the Initial Assessment Resolution adopted by the Town Council on June 13, 2017. Copies of Chapter 90, Article II of the Town Code, the Initial Assessment Resolution (Resolution No. _____), and the preliminary Assessment Roll for the upcoming fiscal year are available for inspection at the office of the Town Manager, located at Town Hall, 360 South County Road, Palm Beach, Florida. Information relating to the assessment for the above Tax Parcel is included on the last page of this notice.

The Town intends to issue a combination of short term and long term debt to finance the Underground Utility Improvements project. This will permit the cost attributable to your property to

be amortized over a period of years. However, you may choose to prepay your assessment in full and avoid additional financing, administration, and collection costs. Please do not send payment now. If the assessments are imposed, you will receive a separate notice of the date and place for this optional prepayment. If you do not choose to prepay, the amount necessary to pay your assessment in full will be increased by your share of the financing costs, plus annually incurred administration, statutory discount, and collection costs.

The total annual assessment revenue related to the Improvement Assessment to be collected within the Underground Utility Assessment Area is estimated to be \$_____. The annual assessment will include your fair share of the principal, interest, administration, and project costs related to the Underground Utility Improvements and amounts related to collection of assessments, and statutory discounts. Annual assessments will be payable for 30 years; however, if there are no significant defaults in payment of the assessments, the last loan payment may be made from any reserve accounts funded by the loan. The Town intends to include annual assessments on your ad valorem tax bill. Failure to pay your assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

A public hearing will be held at 5:01 p.m. on July 12, 2017, in the Town of Palm Beach Town Council Chambers, 360 South County Road, Palm Beach, Florida, for the purpose of receiving public comment on the proposed Underground Utility Improvements and the special assessments and their collection on the ad valorem tax bill. You and all other affected property owners have a right to appear at the hearing and to file written objections with the Town Council within 20 days of this notice. Pursuant to section 286.0105, Florida Statutes, if you decide to appeal any decision made by the Town Council with respect to any matter considered at the hearing or at any subsequent meeting to which the Town Council has continued its deliberations, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Town Manager's Office at (561) 835-4631 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) days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Town Council action at the above hearing (including the method of

apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your assessment, please contact the Town Manager's Office at (561) 835-4631, Monday through Friday between 8:30 a.m. and 5:00 p.m.

*** * * * * THIS IS NOT A BILL * * * * ***

* * * * * SEND NO MONEY NOW. THIS IS NOT AN INVOICE * * * * *

Town-wide Underground Utility Improvements Project

[Property Owner Name]
Tax Parcel #[Insert Number]

Equivalent Benefit Units (EBUs)

Total number of Safety EBUs attributed to property:	[Insert Number]
Total number of Reliability EBUs attributed to property:	[Insert Number]
Total number of Aesthetic EBUs attributed to property:	[Insert Number]

Prepayment and Annual Assessments

Initial prepayment amount (excludes financing cost):	[Insert Amount]
Number of annual payments:	30
Maximum annual assessment:	[Insert Amount]
Expected date of first bill:	November 2017
Total amount of annual payments:	[Insert Amount]
Expected date of last bill:	November 2046

* * * * * SEND NO MONEY NOW. THIS IS NOT AN INVOICE * * * * *

APPENDIX D

DESCRIPTIONS OF LAKE TOWER AND NORTH NIGHTINGALE TRAIL/LA PUERTA WAY ASSESSMENT AREAS

SKETCH & DESCRIPTION
LAKE TOWER ASSESSMENT AREA
 LYING IN SECTION 15, TOWNSHIP 43 SOUTH, RANGE 43 EAST
 TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

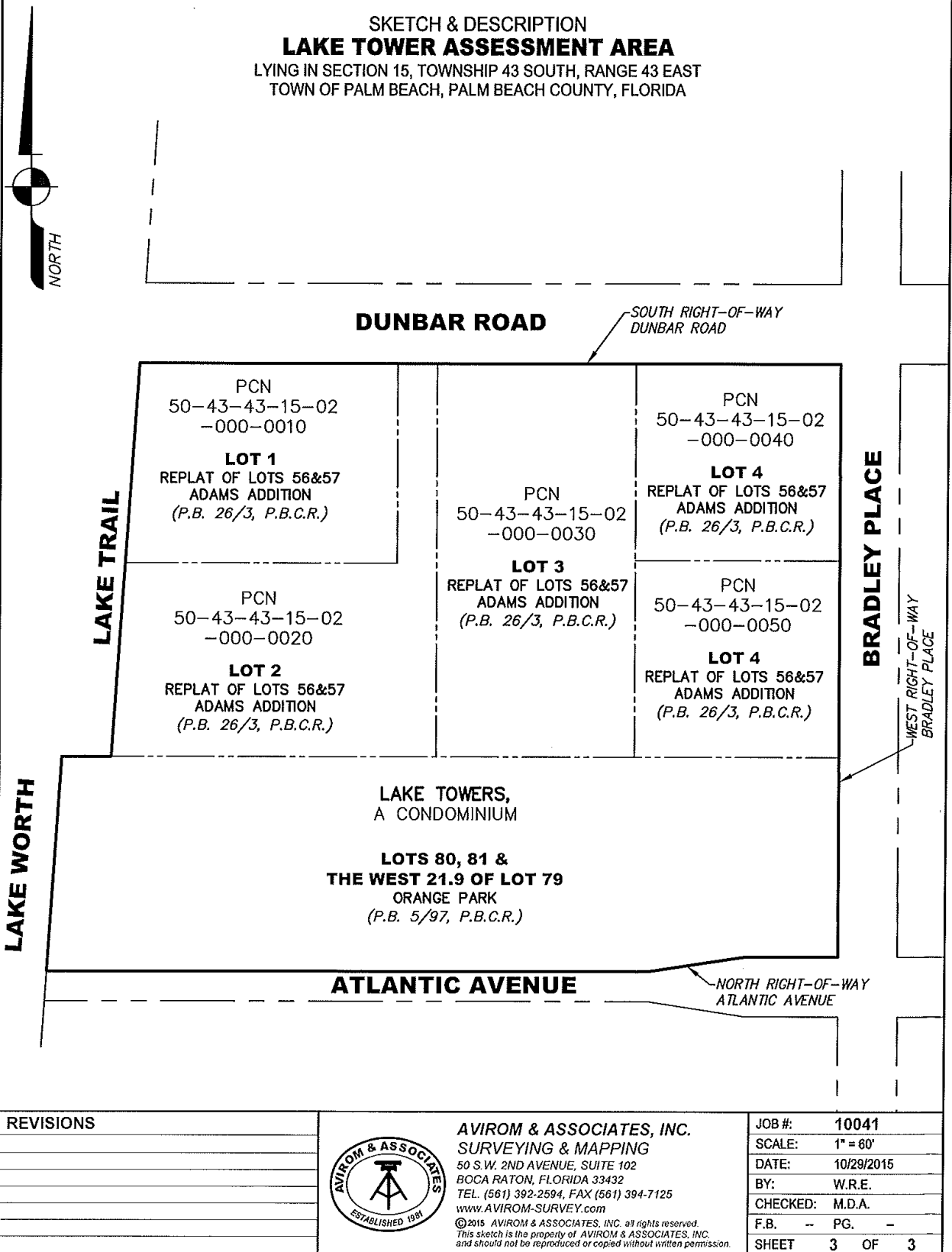
A portion of Section 15, Township 43 South, Range 43 East, lying within the Town of Palm Beach, Palm Beach County, Florida, described as follows:

Bounded on the north by the south right-of-way line of Dunbar Road; bounded on the east by the west right-of-way line of Bradley Place; bounded on the south by the north right-of-way line of Atlantic Avenue; bounded on the west by Lake Worth and the easterly line of Lake Trail. Said area additionally described as: All of Lots 1 through 5, REPLAT OF LOTS 56 & 57, ADAMS ADDITIONS according to the Plat thereof as recorded in Plat Book 26, Page 3 of the Public Records of Palm Beach County, Florida; together with Lots 80 and 81 and the west 21.9 feet of Lot 79, ORANGE PARK, according to the Plat thereof as recorded in Plat Book 5, Page 97 of the Public Records of Palm Beach County, Florida.

Said lands including, but is not limited to, properties identified by the following parcel control numbers (PCN) and Condominium:

50-43-43-15-02-000-0010
 50-43-43-15-02-000-0020
 50-43-43-15-02-000-0030
 50-43-43-15-02-000-0040
 50-43-43-15-02-000-0050
 LAKE TOWERS, a condominium

REVISIONS	 AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2594, FAX (561) 394-7125 www.AVIROM-SURVEY.com © 2015 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.	JOB #: 10041
		SCALE: 1" = 60'
		DATE: 10/29/2015
		BY: W.R.E.
		CHECKED: M.D.A.
		F.B. - PG. -
		SHEET 1 OF 3



SKETCH & DESCRIPTION
NORTH NIGHTINGALE TRAIL & LA PUERTA WAY
ASSESSMENT AREA

LYING WITHIN SECTION 3, TOWNSHIP 43 SOUTH, RANGE 43 EAST
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

A portion of Section 3, Township 43 South; Range 43 East, lying within the Town of Palm Beach, Palm Beach County, Florida, described as follows:

Bounded on the north by the north line of Lots 4 and 8, MOCKING BIRD TRAIL Tract according to the plat thereof, as recorded in Plat Book 18, Page 7 of the Public Records of Palm Beach County, Florida; together with bounded on the north by the south right-of-way line of Nightingale Trail (Flamingo Trail per said Plat) and its westerly extension to the west right-of-way line of North Lake Way; bounded on the east by the west right-of-way line of North Ocean Boulevard, as laid out and currently in use; bounded on the south by the north right-of-way of El Pueblo Way; bounded on the west by the east right-of-way line of North Ocean Way; bounded on the south by the north right-of-way line of La Puerta Way and its westerly extension to the west right-of-way line of North Lake Way; together with bounded on the south by the south line of Lot 39, EL ENCANTO ADDITION TO THE TOWN OF PALM BEACH, according to the Plat thereof as recorded in Plat Book 11, Page 53 of the Public Records of Palm Beach County, Florida; bounded on the west by Lake Worth.

Said lands including, but is not limited to, properties identified by the following parcel control numbers (PCN):

50-43-43-03-09-000-0041; 50-43-43-03-09-000-0520; 50-43-43-03-09-000-0510;
50-43-43-03-09-000-0500; 50-43-43-03-09-000-0490; 50-43-43-03-09-000-0480;
50-43-43-03-09-000-0471; 50-43-43-03-09-000-0450; 50-43-43-02-01-000-0440;
50-43-43-03-09-000-0422; 50-43-43-03-09-000-0421; 50-43-43-03-10-000-0030;
50-43-43-03-10-000-0060; 50-43-43-03-10-000-0091; 50-43-43-03-10-000-0110;
50-43-43-03-10-000-0080; 50-43-43-03-10-000-0050; 50-43-43-03-10-000-0010;
50-43-43-02-01-000-0490; 50-43-43-02-01-000-0480; 50-43-43-02-01-000-0470;
50-43-43-02-01-000-0460; 50-43-43-02-01-000-0450; 50-43-43-02-01-000-0440;
50-43-43-02-01-000-0430; 50-43-43-02-01-000-0420; 50-43-43-02-01-000-0410;
50-43-43-02-01-000-0400; 50-43-43-02-01-000-0392; 50-43-43-02-01-000-0391.

REVISIONS		AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2594, FAX (561) 394-7125 www.AVIROM-SURVEY.com ©2015 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.	JOB #:	10037
			SCALE:	-
			DATE:	10/28/2015
			BY:	W.R.E.
			CHECKED:	M.D.A.
			F.B.	PG. -
			SHEET	1 OF 5

LYING WITHIN SECTION 3, TOWNSHIP 43 SOUTH, RANGE 43 EAST
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

**SEE SHEET
4 OF 5**



SOUTH RIGHT-OF-WAY
NIGHTINGALE TRAIL

(FLAMINGO TRAIL (P))

PCN
50-43-43-
03-09-000
-0421

PCN
50-43-43-
03-10-000
-0030

NORTH RIGHT-OF-WAY
LA PUERTA WAY

MATCHLINE

PCN
50-43-43-
03-10-000
-0060

PCN
50-43-43-
03-10-000
-0091

EAST RIGHT-OF-WAY
NORTH OCEAN WAY

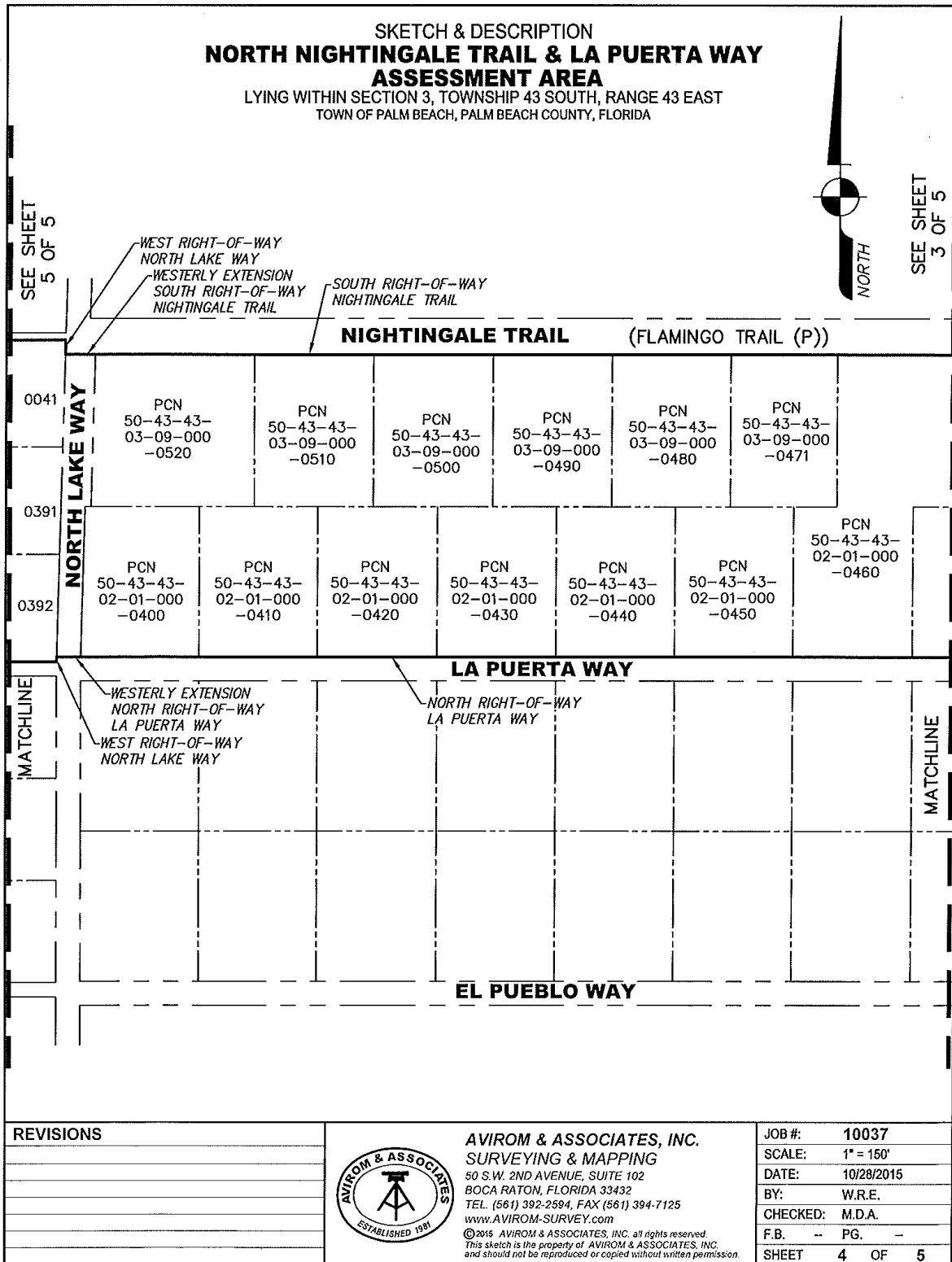
NORTH RIGHT-OF-WAY
EL PUEBLO WAY



AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
 50 S.W. 2ND AVENUE, SUITE 102
 BOCA RATON, FLORIDA 33432
 TEL. (561) 392-2594, FAX (561) 394-7125
www.AVIROM-SURVEY.com

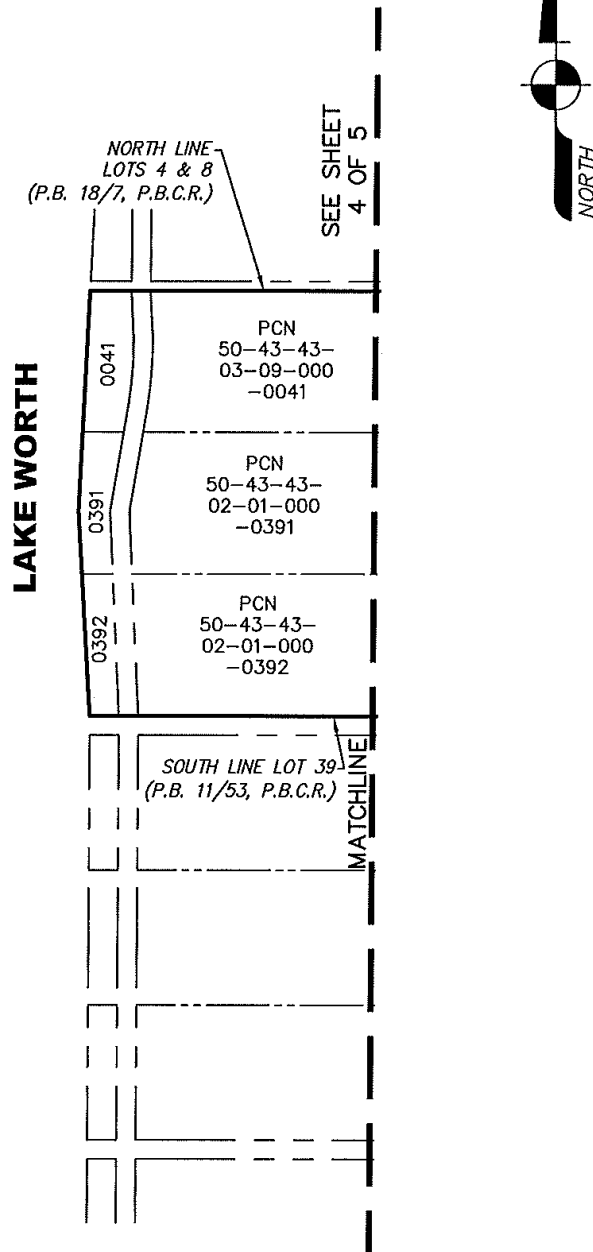
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SHEET 3 OF



SKETCH & DESCRIPTION
NORTH NIGHTINGALE TRAIL & LA PUERTA WAY
ASSESSMENT WAY

LYING WITHIN SECTION 3, TOWNSHIP 43 SOUTH, RANGE 43 EAST
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA



REVISIONS		AVIROM & ASSOCIATES, INC. SURVEYING & MAPPING 50 S.W. 2ND AVENUE, SUITE 102 BOCA RATON, FLORIDA 33432 TEL. (561) 392-2594, FAX (561) 394-7125 www.AVIROM-SURVEY.com © 2015 AVIROM & ASSOCIATES, INC. all rights reserved. This sketch is the property of AVIROM & ASSOCIATES, INC. and should not be reproduced or copied without written permission.	JOB #:	10037
			SCALE:	1" = 150'
			DATE:	10/28/2015
			BY:	W.R.E.
			CHECKED:	M.D.A.
			F.B.	- PG. -
SHEET 5 OF 5				

MAP OF ASSESSMENT AREA

LAKE WORTH

NORTH LAKE WAY

NIGHTINGALE TRAIL

LA PUERTA WAY

NORTH OCEAN WAY

NORTH OCEAN BOULEVARD

EL PUEBLO WAY

0 160 320

GRAPHIC SCALE IN FEET

SCALE: 1" = 160'

NORTH

PCN 50-43-43-03-09-000-0041
PCN 50-43-43-03-09-000-0520
PCN 50-43-43-02-01-000-0391
PCN 50-43-43-02-01-000-0392
PCN 50-43-43-03-09-000-0510
PCN 50-43-43-02-01-000-0420
PCN 50-43-43-03-09-000-0500
PCN 50-43-43-02-01-000-0430
PCN 50-43-43-03-09-000-0490
PCN 50-43-43-02-01-000-0440
PCN 50-43-43-03-09-000-0480
PCN 50-43-43-02-01-000-0470
PCN 50-43-43-03-09-000-0450
PCN 50-43-43-02-01-000-0490
PCN 50-43-43-03-09-000-0471
PCN 50-43-43-02-01-000-0460
PCN 50-43-43-03-09-000-0490
PCN 50-43-43-02-01-000-0480
PCN 50-43-43-03-09-000-0440
PCN 50-43-43-02-01-000-0490
PCN 50-43-43-03-09-000-0422
PCN 50-43-43-03-10-000-0030
PCN 50-43-43-03-10-000-0050
PCN 50-43-43-03-10-000-0080
PCN 50-43-43-03-10-000-0110
PCN 50-43-43-03-10-000-0060
PCN 50-43-43-03-10-000-0091

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 2017

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

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

RE: Award Construction Manager at Risk Contract for the Town-Wide Overhead Utility Undergrounding Phase 1 North, Water Main Improvements on East Inlet Drive and Lauria Lane, and Drainage Improvements on Onondaga Avenue
Resolution No. 091-2017

DATE: May 23, 2017

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 091-2017 and award a Construction Manager at Risk (CMAR) contract for the Town-Wide Overhead Utility Undergrounding Phase I North in amount of \$3,598,144.09 and establishing a construction phase budget of \$3,798,144.09; Drainage Improvements in the amount of \$390,923.25 and establishing a construction phase budget of \$451,591.58; Water Main Improvements on East Inlet Drive and Lauria Lane in the amount of \$822,443.32 and establishing a construction phase budget of \$883,111.65; for a Total Guaranteed Maximum Price (GMP) not to exceed \$4,811,510.66 and a total construction phase budget of \$5,132,847.32 and authorize the Town Manager to execute a contract with Burkhardt Construction, Inc. (BCI).

In addition, staff recommends that Town Council grant a waiver to Sections 42-196 through 199 of the Town of Palm Beach Code of Ordinances to allow for work past December 1, 2017, extending work hours and night-time work, as necessary, and approved by Public Works. Staff would also recommend a waiver of the Town Code of Ordinances section 42-226 through 229 - Regulation of Noise.

GENERAL INFORMATION

The Town Council approved the master contract and purchase order for Task Order 1 of the Town-Wide Undergrounding Utility Program at the May 10, 2016 meeting. The first Task Order included the development of the Master Plan for Town-Wide Undergrounding of Utilities and the design for undergrounding utilities from Onondaga to the north end of the Town and Sloan's Curve to the southern limits of the Town. At the July 12, 2016 Town Council meeting, the Lake Worth segment of the Town-Wide Undergrounding was approved.

At the April 13, 2017 Town Council meeting, Town Council approved a purchase order for Pre-Construction Management Services for Phase 1 North. Subsequently, BCI has solicited bids for

the work defined in the final plans and specifications and has prepared, and submitted, a GMP.

To minimize disruption, and to optimize the Construction Manager at Risk services, Public Works has included all of the Capital Improvements within this geographic area that are planned for construction during this time frame. The cost for each component of construction is funded through the appropriate funding source. The first phase of the undergrounding, Phase 1 North, is from Onondaga Avenue to the Town's northern limits. The scope entails undergrounding of all overhead utilities, Comcast, AT&T, and Florida Power and Light. Also contained in the construction scope of work, but funded separately is, water main improvements on East Inlet Drive and Lauria Lane and drainage improvements.

BCI solicited bids for the work defined in the final plans and specifications between April 15, 2017 and May 24, 2017. BCI submitted a draft GMP to the Town on June 2, 2017. Public Works staff worked with Kimley-Horn and Associates (KHA) to review the draft GMP. Staff, with the assistance of the Purchasing Division, negotiated the final GMP on June 6, 2017. It is important to note that the contingency for potential Town changes would be maintained outside of the GMP in the construction phase project budget. Below is a summary of the Town-Wide Overhead Utility Undergrounding Phase 1-North final GMP:

• Direct Construction Costs	\$2,884,300.00
• General Conditions	\$ 251,451.84
• Project Management	\$ 262,392.25
• Profit	\$ 200,000.00
Undergrounding Phase I-North Final GMP:	\$3,598,144.09
<u>Town Direct Contingency</u>	<u>\$ 200,000.00</u>
Total Undergrounding Phase I-North Budget	\$3,798,144.09

The Construction Management at Risk Cost are being distributed proportionately between each of the components of the overall construction efforts. The bid does not include the direct cost to FPL (\$107,479.00), Comcast (\$100,000), and AT&T (\$269,297.44). The construction funding is provided as follows:

• Water Main Improvements	\$ 822,443.32
• Drainage Improvements	\$ 390,923.25
• Town-Wide Undergrounding	\$3,598,144.09
Total Guaranteed Maximum Price	\$4,811,510.66
Town Directed Contingency (U.G.)	\$ 200,000.00
<u>Town Directed Contingency (Site Work) 10%</u>	<u>\$ 121,336.66</u>
Town Undergrounding Phase I-North	
Total Construction Budget	\$5,132,847.32

SPECIAL CONSIDERATIONS

It is our intent to have the disruptive work (conduit installation, roadway restrictions) done before season. Less disruptive work (pulling wire, connections to individual homes) would be done during season. Disruption will be confined to the residents benefiting from the project. We have met with the contractor and they feel that they can meet the schedule outlined in our bid documents. We also have the ability to assess liquidated damages.

Staff is requesting that Town Council grant a waiver of the Town Code of Ordinances sections 42-196 through 42-199 to allow for work past December 1, 2017, extended work hours and night-time work hours, as necessary, and approved by Public Works and the Town Manager's office. Due to the complexity of this project and the relatively short schedule, it may be necessary to allow work hours from 7:00 a.m. to 7:00 p.m. Monday through Saturday during the summer months. The Waiver is to include Saturday work, as necessary, to be approved by Public Works and the Town Manager's Office, after December 1, 2017. Staff also recommends a waiver to the Noise Ordinance for those same activities from Section 42-226 through Section 42-229 of the Town Code of Ordinances.

FUNDING/FISCAL IMPACT

The funding will be from the Underground Utility Fund. The fund will receive assessment revenue as well as proceeds from a Line of Credit, which will fund this contract. Funding for the drainage portion of the project is contained within the Town's Accelerated Capital Improvement Program - Phase 2. The water main work is funded by the City of West Palm Beach renewal and replacement 457 fund.

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. The Town Attorney will review the Construction Management at Risk Contract for legal form and sufficiency prior to execution by the Town Manager.

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

RESOLUTION NO. 091-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED A CONSTRUCTION MANAGER AT RISK CONTRACT TO BURKHARDT CONSTRUCTION, INC., FOR THE TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING PHASE 1 NORTH AND ASSOCIATED CAPITAL IMPROVEMENT BROKEN DOWN AS FOLLOWS: PHASE 1 NORTH UTILITY UNDERGROUNDING IN THE AMOUNT OF \$3,598,144.09 AND ESTABLISHING A CONSTRUCTION PHASE BUDGET OF \$3,798,144.09 FROM THE TOWN-WIDE UNDERGROUNDING OF UTILITIES FUND; WATER MAIN IMPROVEMENTS ON EAST INLET DRIVE AND LAURIA LANE IN THE AMOUNT OF \$822,443.32 AND ESTABLISHING A CONSTRUCTION PHASE BUDGET OF \$883,111.65 FROM THE CITY OF WEST PALM BEACH RENEWAL AND REPLACEMENT 457 FUND, DRAINAGE IMPROVEMENTS ON ONONDAGA AVENUE IN THE AMOUNT OF \$390,923.25 AND ESTABLISHING A CONSTRUCTION PHASE BUDGET OF \$451,591.58 FROM THE ACCELERATED CAPITAL IMPROVEMENTS FUND FOR A TOTAL PURCHASE ORDER IN THE AMOUNT OF \$4,811,510.66, AND ESTABLISHING A TOTAL CONSTRUCTION BUDGET OF \$5,132,847.32.

* * * * *

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 a Construction Manager at Risk (CMAR) contract to Burkhardt Construction, Inc. in the amount of \$4,811,510.66, for the Town-Wide Overhead Utility Undergrounding Phase 1 North and Associated Capital Improvements as stated above and establishes a Construction Phase Budget of \$5,132,847.32.

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 13th day of June 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, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member

**Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase I - North
Guaranteed Maximum Price**

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Kevin Schanen, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
Ph: (561) 845-0665
Fax: (561) 863-8175

Project: **Townwide Overhead Utility Undergrounding - Phase I - North**

Plans: Based On Bid Set Plans/Specifications BCI Dated April 17, 2017
Addendum #1 Dated May 8, 2017
Addendum #2 Dated May 15, 2017
Addendum #3 Dated May 18, 2017
Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: June 6, 2017

Guaranteed Maximum price for Phase I - North - Overhead Utility Undergrounding	\$ 3,598,144.09
Guaranteed Maximum price for Phase I - North - Site Utility Improvements	\$ 1,213,366.57
Total Guaranteed Maximum Price	\$ 4,811,510.66

Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase I - North - Site Utility Improvements
Guaranteed Maximum Price

From: **Burkhardt Construction, Inc.**
 Attn: Marc Kleisley, Vice President
 1400 Alabama Ave.
 West Palm Beach, FL 33401
 Ph: (561) 659-1400
 Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
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Project: **Townwide Overhead Utility Undergrounding - Phase I - North**

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 Addendum #3 Dated May 18, 2017
 Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: June 6, 2017

Direct Construction Costs:	\$ 907,272.00
General Conditions	\$ 97,786.82
Project Management	\$ 113,307.75
Profit	\$ 95,000.00
Phase I - North - Site Utility Improvements GMP	\$ 1,213,366.57

Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase I - North
Guranteed Maximum Price

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
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West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

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Addendum #3 Dated May 18, 2017
Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: June 6, 2017

Direct Construction Costs:	\$ 2,884,300.00
General Conditions	\$ 251,451.84
Project Management	\$ 262,392.25
Profit	\$ 200,000.00
Phase I - North Townwide Overhead Utility Undergrounding GMP	\$ 3,598,144.09

**Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase I - North
Guranteed Maximum Price**

From: **Burkhardt Construction, Inc.**
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Location: Town of Palm Beach

Proposal Date: June 6, 2017

Direct Construction Costs:	\$ 3,791,572.00
General Conditions	\$ 349,238.66
Project Management	\$ 375,700.00
Profit	\$ 295,000.00
Total Guaranteed Maximum Price	\$ 4,811,510.66

Town of Palm Beach

Townwide Overhead Utility Undergrounding - Phase I - North
Direct Construction Costs

Prepared by Burkhardt Construction, Inc.

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
FPL - ATT - COMCAST OVERHEAD UTILITY UNDERGROUNDING GENERAL REQUIREMENTS CONTINUOUS SITE CLEANING / DEBRIS REMOVAL (ALLOWANCE) DANGER RIBBON ALLOWANCE FOR SPECIALTY SIGNAGE OFF DUTY POLICE OFFICERS TEMPORARY STREET LIGHTING										
				\$2,884,300.00						
UNDERGROUNDING OF FPL - COMCAST - ATT UNDERGROUNDING OF UTILITIES PROPOSED LANDSCAPING AT TRANSFORMERS FPL BINDING COST ESTIMATE AND INSTALLATION FEES COMCAST INSTALLATION FEES ATT INSTALLATION FEES										
				\$15,300.00					15300	15300
	1 LS 25 ROL NIC NIC NIC									
ONONDAGA AVENUE GENERAL REQUIREMENTS MAINTENANCE OF TRAFFIC PERFORMANCE & PAYMENT BOND										
				\$2,850,000.00			WILCO	2850000		2850000
	1 LS			\$19,000.00			LOPEZ	19000		19000
DEMOLITION/CLEARING & GRUBBING NPDES REPORTING SAWCUT EXISTING CONCRETE/ASPHALT FOR CURB INSTALL ASPHALT REMOVAL & DISPOSAL FOR CURB INSTALL CONCRETE CURB REMOVAL & DISPOSAL REMOVE/RESTORE EXISTING PROPERTY TIE-INS INCL DRIVEWAYS REMOVE/STORE/RESET MAIL BOXES, IF REQUIRED										
				\$5,000.00						
	1 LS			\$1,000.00						
EARTHWORK AND GRADING EXCAVATE/GRADE FOR CURB GRADE/PREP FOR FLOWABLE FILL										
				\$20.00				1000		1000
	50 CY			\$10.00				850		850
SUBGRADE, BASE and ASPHALT CONSTRUCTION 12" COMPACTED CURB PAD SUBGRADE 5.5" COMPACTED LIMEROCK BASE CURB PAD MILL/PROFILE/OVERBUILD/PAVE EXISTING ROADWAY TO ENSURE PROPER DRAINAGE										
				\$6.50				1787.5		1787.5
	275 SY			\$10.00				2750		2750
CONCRETE WORK TYPE 'F' CURB & GUTTER FLOWABLE FILL VALLEY GUTTER										
				\$25.00				3000		3000
	120 LF			\$225.00				5625		5625
WATER / SEWER / STORM DRAINAGE REMOVE AND DISPOSE OF EXISTING MANHOLES REMOVE AND DISPOSE OF EXISTING CATCH BASINS / YARD DRAINS REMOVE AND DISPOSE OF EXISTING 15 "DRAINAGE PIPE F&I TYPE C BOX W/ MH TOP INCL RING AND COVER F&I CURB INLET INCL HOODED FRAME AND GRATE F&I CURB INLET INCL VALLEY GUTTER FRAME AND GRATE F&I 8" HDPE STORM PIPE F&I 12" HDPE STORM PIPE F&I 15" RCP STORM PIPE										
				\$400.00				1200		1200
	3 EA			\$350.00				1750		1750
				\$20.00				1300		1300
	65 LF			\$2,500.00				10000		10000
				\$3,000.00				15000		15000
	4 EA			\$3,000.00				9000		9000
				\$62.00				9610		9610
	155 LF			\$84.00				2100		2100
	25 LF			\$87.00				5655		5655
				\$292,305.50						



**Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase I - North**

GENERAL CONDITIONS

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
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Project: **Townwide Overhead Utility Undergrounding - Phase I - North**

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Location: Town of Palm Beach

Proposal Date: June 6, 2017

Item Description						Amount
BASED ON A 12 MONTH DURATION						
<i>MOBILIZATION (move-in, move-out)</i>						\$0.00
TRANSPORT	\$65.00 /	Hr	x	0		\$0.00
EQUIPMENT	\$35.00 /	Hr.	x	0		\$0.00

PROJECT FIELD OFFICE						\$75,173.00
OFFICE	\$3,500.00 /	mo.	x	8		\$28,000.00
YARD	\$0.00 /	mo.	x	0		\$0.00
EMPLOYEE PARKING FEES	\$500.00 /	mo.	x	0		\$0.00
WORK PLATFORM FOR YARD	\$200.00 /	mo.	x	0		\$0.00
TEMPORARY FENCING FOR YARD	\$500.00 /	mo.	x	0		\$0.00
CONSTRUCTION YARD LIGHTING	\$0.00 /	mo.	x	0		\$0.00
OFFICE FURNISHINGS	\$500.00 /	mo.	x	0		\$0.00
COMPUTERS	\$300.00 /	mo.	x	8		\$2,400.00
PROCORE SOFTWARE	\$500.00 /	mo.	x	8		\$4,000.00
SUBMITTAL SOFTWARE	\$2,000.00 /	ls	x	1		\$2,000.00
COPY MACHINE	\$350.00 /	mo.	x	8		\$2,800.00
FAX MACHINE	\$100.00 /	mo.	x	0		\$0.00
INTERNET SERVICE	\$150.00 /	mo.	x	8		\$1,200.00
CELLULAR TELEPHONE	\$500.00 /	mo.	x	8		\$4,000.00
TELEPHONE	\$150.00 /	mo.	x	0		\$0.00
FEDERAL EXPRESS MAILINGS	\$100.00 /	mo.	x	0		\$0.00
POSTAGE	\$50.00 /	mo.	x	8		\$400.00
PHOTOGRAPHS						
AERIAL PHOTOS	\$110.00 /	mo.	x	0		\$0.00
JOB PHOTOS	\$50.00 /	wk	x	0		\$0.00
PRE-CONSTRUCTION VIDEO	\$16,193.00 /	ls	x	1		\$16,193.00
PLAN REPRODUCTION COST/PRINTING	\$200.00 /	set	x	8		\$1,600.00
OFFICE SUPPLIES	\$50.00 /	mo.	x	8		\$400.00
FIRST AID SUPPLIES	\$50.00 /	mo.	x	8		\$400.00
WATER SERVICE	\$35.00 /	mo.	x	8		\$280.00
SANITARY SERVICE	\$50.00 /	mo.	x	8		\$400.00
ELECTRIC SERVICE	\$200.00 /	mo.	x	8		\$1,600.00
GARBAGE SERVICE	\$25.00 /	mo.	x	8		\$200.00
CONSTRUCTION WATER	\$500.00 /	mo.	x	12		\$6,000.00
JOHN DEERE GATOR (1)	\$500.00 /	mo.	x	0		\$0.00
ICE	\$275.00 /	mo.	x	12		\$3,300.00
BONDS						\$61,750.00
GENERAL BOND	\$4,940,000.00		x	1.25%		\$61,750.00
SUBCONTRACTORS BONDS						
PARTNERING INITIATIVES						\$2,500.00
NOTICES, LETTERS, INFORMATION MEETINGS						\$2,500.00
INSURANCE						\$92,076.66
GENERAL INSURANCE	\$4,846,140.00		x	1.90%		\$92,076.66
Commercial General Liability						
Comprehensive Automobile Liability						
Owner Idemnification						
Professional (Errors/Omissions) Liability						
Excess/Umbrella Liability						
ADD'L INSURED	\$100.00 /	ea.	x	0		\$0.00
ADDED INSURANCES						NOT INCLUDED
Railroad protective Liability Ins.						NOT INCLUDED
Builders Risk Insurance						NOT INCLUDED
Installation Floater						NOT INCLUDED
Flood Insurance						NOT INCLUDED
SUBCONTRACTORS' INSURANCE						INCLUDED IN THEIR DIRECT COSTS
SANITARY SERVICES						\$6,000.00
JOB TOILET (3ea.)	\$500.00 /	mo.	x	12		\$6,000.00

TESTING COSTS						\$40,000.00
	DENSITIES					
	PRESSURE					
	PROCTORS					
	BACTERIOLOGICAL					
	CONCRETE CYLINDERS					
	ENGINEERING & REPORTING					
	TV'ING OF INSTALLED LINES		NOT INCLUDED			
FEES						\$0.00
	TOPB BUILDING DEPT. PERMIT FEES/REVISION FEES					NONE ANTICIPATED
	PERMIT SUBMISSION AND EXPEDITING					BY OTHERS
	FDOT GENERAL USE PERMITS					NIC
	DEWATERING PERMITS					NO FEE PERMIT
	RAILROAD PERMITS					NIC
	PALM BEACH COUNTY PERMITS					NIC
	CITY OF WEST PALM BEACH PERMITS					NIC
SURVEYING						\$71,739.00
	LAYOUT & ASBUILTS	Engenuity Group				\$56,739.00
	ALLOWANCE FOR RESTAKING	\$15,000.00 /	LS	x	1	\$15,000.00
	& DRAFTING					
SMALL HAND TOOLS/EQUIPMENT RENTAL						\$0.00
	ALLOWANCE (GENERAL)					\$0.00
	HANDLING, STORAGE, UN-LOADING OF OWNER DIRECT PURCHASE MATERIALS					N/A
GENERAL CONDITIONS TOTAL						\$349,238.66

**Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase I - North**

CONSTRUCTION PHASE MANAGEMENT FEE

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
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Project: **Townwide Overhead Utility Undergrounding - Phase I - North**

Plans: Based On Bid Set Plans/Specifications BCI Dated April 17, 2017
Addendum #1 Dated May 8, 2017
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Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: June 6, 2017

Item Description	Hrs./Week	(Weeks)	Rate/Hr.	Amount
July 1, 2017 - July 1, 2018		52 weeks		
Project Principal	5	52	\$ 175.00	\$ 45,500.00
Senior Project Manager	16	52	\$ 150.00	\$ 124,800.00
Project Manager	0	52	\$ 100.00	\$ -
Assistant Project Manager	8	52	\$ 75.00	\$ 31,200.00
Superintendent/Construction Field Manager	24	52	\$ 100.00	\$ 124,800.00
Merchant/Resident Liaison	0	52	\$ 75.00	\$ -
Project Accountant	5	52	\$ 90.00	\$ 23,400.00
Administrative Assistant	10	52	\$ 50.00	\$ 26,000.00
Field Office Clerk	0	52	\$ 50.00	\$ -
				\$ 375,700.00

Town of Palm Beach
Townwide Overhead Utility Undergrounding
Phase I - North

Exceptions & Clarifications - June 6, 2017

GENERAL

- 1 Scope of work and quantities are based on Bid Set Plans received 4/17/17 for the Townwide Overhead Utility Undergrounding - Phase I - North. Complete plan log is included with this submittal.
- 2 Guaranteed Maximum Price (G.M.P.) was compiled using competitive bids received from pre-approved subcontractors and vendors. GMP pricing is based on a project start date of July 15, 2017.
- 3 G.M.P. does not include a construction contingency for the overhead utility undergrounding. Burkhardt Construction, Inc. recommends that the Town carry a construction contingency of 10% for unforeseen existing site and soil conditions.
- 4 G.M.P. does not include any capital improvement fees, connection fees or impact fees.
- 5 It is understood that the Direct Construction Cost (Exhibit "A") is unit prices for the work shown in the plans and as modified by these exceptions and clarifications.
- 6 Project master schedule and schedule updates shall be a bar chart schedule acceptable to the Owner prepared by CMAR in house personnel.
- 7 Project Manual as described in the contract shall mean the closeout project manual which shall be updated periodically and presented to the Owner upon completion of the project. The information contained in this manual shall be as requested by the Owner.
- 8 G.M.P. cost estimate does not include additional insurance premiums for naming individual property owners as additional insureds.
- 9 G.M.P. includes all sales tax on materials. Should the Owner decide to direct Owner purchase certain materials, the tax savings will revert to the owner.
- 10 FPL material must be in hand prior to the start of construction. All construction easements shall be obtained prior to work being performed in that area. If a construction easement has not been obtained and it impacts the installation schedule, additional costs may be incurred.

- 11 Burkhardt Construction, Inc. (BCI) is not liable for failure to perform such work or any damages that occur if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster). If BCI asserts Force Majeure as the reason for failure to perform such work or such damages occur as a result of any Act of God, then BCI must prove that they took reasonable steps to minimize delay or damages caused by unforeseeable events, that BCI substantially fulfilled all obligations, and that the owner was timely notified of the likelihood or actual occurrence of the event described as an Act of God (Force Majeure). Any construction related damages that took place as a result, shall be repaired or removed and replaced at the same contract unit prices and shall be paid out of the contingency.
- 12 In the event that the terms and provisions of all attached Exhibits conflict with or are omitted from the terms and provisions of this Contract, the terms and provisions of the attached Exhibits shall govern with respect to the performance of the work.
- 13 TOPB Building Permits; All permits shall be in hand prior to start of construction.
- 14 The following are part of the G.M.P. in order to facilitate the aggressive work schedule.
- a. Regularly scheduled crew work hours shall be from 8:00 AM to 6:00 PM Monday through Saturday until November 30, 2017. December 1, 2017 through April 30, 2017 crew work hours shall be 9:00 AM to 5:00 PM Monday through Friday.
 - b. Night, weekend or holiday work beyond the regularly scheduled work hours stated in item a., which may be necessary due to emergency, delay or makeup time, shall be requested on a case by case basis and reviewed/approved solely and exclusively by the Public Works Staff.
 - c. The project will require free and unlimited jobsite access for workmen and deliveries during all authorized work hours.
 - d. The schedule makes no provision for delays caused by named storms.
 - e. The construction contract shall be authorized by the Town Council in the June 2017 Town Council meeting.
- 15 G.M.P. does not include costs for removal / remediation of asbestos cement pipe or any other hazardous materials.
- 16 G.M.P. does not include removal or replacement of any unsuitable subsoils. Demucking is specifically excluded.
- 17 G.M.P. is based upon the use of a portion of the Town's nursery property located along Palmo Way.
- 18 Prices are based on re-using excavated material for backfill. No unsuitable subsoil excavation, removal or replacement. Unsuitable soil, if encountered shall be removed, disposed of, replaced as directed by the Owner and billed to the Owner at the actual direct cost.
- 19 An initial Geotech report dated 7/18/16 by Terracon was included in the Bid Set of Specifications.
- 20 G.M.P. is based on the assumption that portions of roadways will be closed to vehicular traffic during some phases of construction.
- 21 G.M.P. cost estimate does not include any new street signage, posts or line striping other than what has been disturbed due to construction.

- 22 G.M.P. does not include any cost to mill and pave except for the limits clearly identified along Onondaga Avenue. All other areas will be restored with a permanent patch.

WATER / SEWER / STORM DRAINAGE

- 1 G.M.P. does not include any cost for disposal/treatment of contaminated ground water if encountered during dewatering operations. It is assumed that clean groundwater generated by dewatering operations will be discharged into the existing storm drainage system.
- 2 De-silting of the existing storm drainage system within the project limits is not included.
- 3 G.M.P. cost estimate assumes existing water valves can be shut off to perform required offset work and proposed watermain work. If the line cannot be shut down, line stops will be required and the costs associated shall be paid from contingency.
- 4 G.M.P. cost estimate does not include City of West Palm Beach meter installation and hook-up fees.
- 5 G.M.P. cost estimate does not include sanitary sewer manhole rehabilitation along Onondage Ave.

FRANCHISE UTILITIES

- 1 G.M.P. cost estimate does not include any design, engineering or installation fees which may be charged to the Owner by franchise utility companies. (electric, telephone, cable tv, gas)
- 2 The Construction Manager at Risk shall not assume liability or warranty any work performed by FPL, COMCAST, ATT, FPU and/or their subcontractors.
- 3 The schedule represents the work controlled by the Construction Manager. Should the project exceed the scheduled duration due to the involvement of entities beyond our control (including but not limited to FPL, ATT and Comcast), a "No Fee" time extension for that work shall be issued. "No Fee" specifically refers to the construction phase fee and profit. Should a "Fee" be requested and deemed appropriate, if and only if it is mutually agreed upon by the Town of Palm Beach and Burkhardt Construction prior to the granted time extension.
- 4 The energizing of the new system is dependant on receiving switching orders from FPL. Services cannot be converted until the transformers are "hot".
- 5 G.M.P. does not include FPL's binding cost estimate, Comcast or ATT. These invoices shall be paid directly by the owner. FPL's binding cost estimate must be fully executed prior to release of FPL materials. FPL material must be released and in possession of the subcontractor prior to issuance of the Notice to Proceed.
- 6 G.M.P. cost estimate does not include any ATT or Comcast service wire or conduits.
- 7 G.M.P. cost estimate does not include any meter can or service disconnect removal and replacements.
- 8 G.M.P. cost estimate does not include any rear easement restoration for FPL pole and wire removal.

ELECTRICAL

- 1 G.M.P. cost estimate does not include street lighting.

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 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 a Purchase Order for Construction Phase Engineering Services for the Town-Wide Overhead Utility Undergrounding Phase 1 North, Water Main Improvements on East Inlet Drive and Lauria Lane, and Drainage Improvements on Onondaga Avenue
Resolution No. 092-2017

DATE: May 23, 2017

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 092-2017, approving:

1. A purchase order for Construction Phase Engineering Services to Kimley-Horn & Associates, Inc. (KHA), for the Town-Wide Overhead Utility Undergrounding Phase 1 North in the amount of \$230,532, and establishing a Construction Phase Engineering Budget of \$253,532;
2. Water Main Improvements in the amount of \$44,262, and establishing a Construction Phase Engineering Budget of \$48,662;
3. Drainage Improvements in the amount of \$40,550, and establishing a Construction Phase Engineering Budget of \$44,550;
4. A total purchase order of \$315,344 for the Town-Wide Overhead Utilities Undergrounding Phase 1 North, and establishing a total Construction Phase Engineering Budget of \$346,744

GENERAL INFORMATION

The Town Council approved the master contract and purchase order for Task Order 1 of the Town-Wide Undergrounding Utility Program at the May 10, 2016 meeting. The first task order included the development of the Master Plan for Town-Wide Undergrounding of Utilities and the design for undergrounding utilities from Onondaga to the north end of the Town, and Sloan's Curve to the southern limits of the Town. At the July 12, 2016 Town Council meeting, the Lake Worth segment of the Town-Wide Undergrounding was approved.

At the April 13, 2017 Town Council meeting, Town Council approved a purchase order for Pre-Construction Management Services for Phase 1 South. Subsequently, Whiting-Turner Contracting Company (WT) has solicited bids for the work defined in the final plans and specifications, and has prepared, and submitted a GMP to be considered for award in an accompanying Town Council item.

To minimize disruption, and to optimize the Construction Manager at Risk services, Public Works has included all of the Capital Improvements within this geographic area that are planned for construction during this time frame. The cost for each component of construction is funded through the appropriate funding source. The first phase of the undergrounding, Phase 1 North, is from Onondaga Avenue to the Town's northern limits. The scope entails undergrounding of all overhead utilities including, Comcast, AT&T, and Florida Power and Light (FPL). Also contained in the construction scope of work, but funded separately, is the water main improvements on East Inlet Drive and Lauria Lane, and drainage improvements on Onondaga Avenue. The additional scope allows the Town to take advantage of having only one (1) contractor in the area and minimize the construction time and impacts on the residents.

We have negotiated a Construction Phase Engineering Service contract with KHA in the amount of \$315,344 as summarized below. Staff recommends a Construction Phase Engineering Services contingency of ten percent (10%), resulting in a total Construction Phase Engineering Budget of \$346,744.

• Water Main Improvements	\$ 44,262
• Drainage Improvements	\$ 40,550
• Town-Wide Undergrounding	<u>\$230,532</u>
Total Purchase Order for Phase 1 North	\$315,344

The Construction Phase Engineering Services will include plan updates, shop drawing reviews, site visits, maintaining daily reports, progress photos, construction invoice oversight and review, and certification on final project construction according to design.

FUNDING/FISCAL IMPACT

The funding will be from the Underground Utility Fund for the Town-Wide undergrounding work. The fund will receive assessment revenue as well as proceeds from a Line of Credit, which will fund this contract. Funding for the drainage portions of the project are contained within the Town's Accelerated Capital Improvement Program - Phase 2. The water main work is funded by the City of West Palm Beach renewal and replacement 457 fund.

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. The Town Attorney will review the Construction Management at Risk Contract for legal form and sufficiency prior to execution by the Town Manager.

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

RESOLUTION NO. 092-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER TO KIMLEY-HORN & ASSOCIATES, INC. FOR CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING PHASE 1 NORTH. PROJECT AND ASSOCIATED CAPITAL IMPROVEMENTS BROKEN DOWN AS FOLLOWS: PHASE 1 NORTH UTILITY UNDERGROUNDING IN AN AMOUNT OF \$230,532, AND ESTABLISHING A CONSTRUCTION PHASE ENGINEERING SERVICES BUDGET OF \$253,532 FROM THE TOWN-WIDE UNDERGROUNDING OF UTILITIES FUND; WATER MAIN IMPROVEMENTS ON EAST INLET DRIVE AND LAURIA LANE IN THE AMOUNT OF \$44,262 AND ESTABLISHING A CONSTRUCTION PHASE ENGINEERING SERVICES BUDGET OF \$48,662 FROM THE CITY OF WEST PALM BEACH RENEWAL AND REPLACEMENT 457 FUND; AND DRAINAGE IMPROVEMENTS ON ONONDAGA AVENUE IN THE AMOUNT OF \$40,550 AND ESTABLISHING A CONSTRUCTION PHASE ENGINEERING SERVICES BUDGET OF \$44,550 FROM THE ACCELERATED CAPITAL IMPROVEMENTS FUND FOR A TOTAL PURCHASE ORDER IN THE AMOUNT OF \$315,344, AND ESTABLISHING A TOTAL CONSTRUCTION PHASE ENGINEERING BUDGET OF \$346,744.

* * * * *

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 for Kimley-Horn & Associates, Inc., in an amount of \$315,344 for Construction Phase Engineering Services for the Town-Wide Overhead Utility Undergrounding Phase 1 North project, and Accelerated Capital Improvement as stated above, and establishing a Construction Phase Engineering Services Budget of \$346,744.

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 Town Council of the Town of Palm Beach this 13th day of June 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, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member



May 26, 2017

Ms. Patricia Strayer, P.E.
Town of Palm Beach
951 Old Okeechobee Road, Ste. "A"
West Palm Beach, FL 33401

RE: *Town-Wide Undergrounding of Utilities Program: Phase I Construction Phase Engineering Services*

Dear Patricia,

The Kimley-Horn and Associates, Inc. team (Kimley-Horn) is pleased to submit this proposal to the Town of Palm Beach ("TOWN") for providing engineering services related to Phase I Construction Phase Engineering Services for the Town-wide Undergrounding of Utilities Program. Our project understanding, scope of services, schedule, and fee follow.

Project Understanding

The design phase of Phase 1 North and Phase 1 South are nearing completion and the Town's Construction Managers are currently preparing the Guaranteed Maximum Prices for both the North and South sub-phases. The Town has requested that Kimley-Horn perform Construction Phase Engineering services to support the Town during the construction of both the Undergrounding and Infrastructure improvements.

It is understood that both sub-phases will be constructed concurrently and work is anticipated to begin in the summer of 2017. These two sub-phases are located at the northern tip of the island to approximately Onondaga Avenue (Phase 1 North) and from Sloan's Curve to the southern limits of Town (Phase 1 South).

It is understood that FPL, AT&T, and Comcast all have facilities on utility poles to varying degrees in both sub-phases. These poles are generally located in rear lot easements or in the public right of way right of way. New underground infrastructure will be installed within the road rights of way and in new front lot easements to contain the new underground facilities. Once the new facilities have been installed, activated, and the services cut over, the rear lot poles and wires will be removed.

In addition to the undergrounding improvements there are also infrastructure improvements being made concurrently with the construction in both sub-phase areas. These improvements consist of the following:

Phase 1 North

- East Inlet Drive and Laurie Lane Watermain Replacement
- Onondaga Drainage Improvements

Phase 1 South

- Ibis Isle Paving and Grading Improvements
- Ibis Isle Fire Hydrant Improvements
- Street Lighting Improvements

It is further understood that the Infrastructure improvements are being paid for separately out of other non-undergrounding related budgets. Therefore, these costs have been separated accordingly. Mock-Roos and Associates, Inc. will be retained to serve as Engineer of Record for those improvements where they performed the design. Kimley-Horn will serve as Engineer of Record for the balance of the improvement items listed above with the exception of the Onondaga Drainage Improvements. For these improvements, we will perform our construction phase services as outlined in the below scope of services but the design responsibility will remain with the original design engineer.

Based on this understanding, our detailed scope of services is provided below.

Scope of Services

Kimley-Horn will perform the following services during construction, by sub-phase. A more detailed description of each of the bulleted services follows later in this proposal.

Phase 1 North

- Pre-Construction meeting attendance
- Weekly progress meeting attendance for the first 12 months and bi-weekly for the last 6 months (up to 65 meetings)
- Visits to the site including field reports and photographs (approximately 2-3 times per week during conduit/equipment installation and 1-2 times per week during demolition, up to 208 visits)
- Construction Document Clarifications and Interpretations
- Recommendations with respect to defective work
- Shop drawing review
- Payment Application and Change Order review
- Review of proposed substitutions
- Review of Testing Lab reports
- Record drawing review
- Substantial walk through and punchlist development
- Final completion walk through and applicable permit certifications

Services listed in the bulleted list above will also be performed for Watermain and Drainage Infrastructure work and will be performed concurrently with the Undergrounding construction phase services. We will perform specific site visits for pressure tests, tie-ins, and similar watermain related activities as well as for specific drainage installation activities. We will also prepare FDEP permit certification paperwork for up to one partial and one final clearance package.

Phase 1 South

- Pre-Construction meeting attendance
- Weekly progress meeting attendance for the first 14 months and bi-weekly for the last 6 months (up to 74 meetings)
- Visits to the site including field reports and photographs (approximately 2-3 times per week during conduit/equipment installation and 1-2 times per week during demolition, up to 218 visits)
- Clarifications and Interpretations
- Recommendations with respect to defective work
- Shop drawing review
- Payment Application and Change Order review
- Review of Testing Lab reports
- Record drawing review
- Substantial walk through and punchlist development
- Final completion walk through and applicable permit certifications

Services listed in the bulleted list above will also be performed for Ibis Isle Fire Hydrant Improvements, Ibis Isle Paving and Grading Improvements, and the Street Lighting Improvements and will be performed concurrently with the Undergrounding construction phase services. Kimley-Horn will engage Mock-Roos to perform construction phase services for these improvements as they are the Engineer of Record for those designs.

The following is a more detailed description of the services that will be performed for both Phase 1 North and Phase 1 South.

Pre-Construction Conference. Kimley-Horn will conduct [or attend] a Pre-Construction Conference prior to commencement of Work at the Site.

Visits to Site and Observation of Construction. Kimley-Horn will make the limited number of visits as described above in order to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during such visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep the Town informed of the general progress of the Work.

Kimley-Horn shall not, during such visits or as a result of such observations, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with applicable laws and regulations. Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Recommendations with Respect to Defective Work. Kimley-Horn will recommend to the Town that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Kimley-Horn believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Clarifications and Interpretations. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the Town as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the Town.

Change Orders. Kimley-Horn may recommend Change Orders to the Town, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Inspections and Tests. Kimley-Horn may require special inspections or tests of Contractor's work as Kimley-Horn deems appropriate, and may receive and review certificates of inspections within Kimley-Horn's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Kimley-Horn's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Kimley-Horn shall be entitled to rely on the results of such tests and the facts being certified.

Disagreements between Town and Contractor. Kimley-Horn will, if requested by the Town, render written decision on all claims of the Town and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Kimley-Horn shall be fair and not show partiality to the Town or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, Kimley-Horn will determine the amounts that Kimley-Horn recommends Contractor be paid. Such recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. In the case of unit price work, Kimley-Horn's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Substantial Completion. Kimley-Horn will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with the Town and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the Town, Kimley-Horn considers the Work substantially complete, Kimley-Horn will notify the Town and Contractor.

Final Notice of Acceptability of the Work. Kimley-Horn will conduct a final site visit with the Town to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn upon which it is entitled to rely. If the work is found to be in general accordance with the Contract Documents, Kimley-Horn will also prepare and submit applicable permit certifications for those permits that were issued for the project.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Town or extensions to the project schedule noted below, will be considered additional services and will be performed based on proposals approved prior to performance of the additional services.

Information and Services Provided by the Town

The following information and services shall be provided to Kimley-Horn by the Town:

- Access to the Project Areas

Schedule

Kimley-Horn will perform the scope of services above as expeditiously as practical to meet a mutually agreed upon schedule. It is anticipated that services will begin in late June 2017. Phase 1 North is expected to be substantially complete in January 2019 with final completion occurring by February 2019. Phase 1 South is expected to be substantially complete by March 2019 with final completion in April 2019.

Fee and Billing

Kimley-Horn will perform the scope of services for the total lump sum fees listed below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Phase 1 North Undergrounding	\$179,189
Phase 1 North Watermain Replacement	\$ 34,404
Phase 1 North Drainage Improvements	\$ 31,519

Phase 1 South Undergrounding	\$220,527
Phase 1 South Undergrounding (Lake Worth Segment)	\$ 11,607
Phase 1 South Ibis Isle Fire Hydrant Improvements	\$ 10,362
Phase 1 South Ibis Isle Paving & Grading Improvements	\$ 33,459
Phase 1 South Street Lighting Improvements	\$109,930

Kimley-Horn will attend meetings on a labor fee plus expense basis with the estimated labor and expense fees shown below. As the Infrastructure improvements are being funded by the Town through non-undergrounding related budgets, the proposed fees for meetings have been broken out proportionally to the individual construction phase scopes noted above for accounting purposes. Fees stated in this proposal have assumed that all construction phase scopes will be performed concurrently. Kimley-Horn will not exceed the total maximum labor and expense fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn retains the right to reallocate budgets amongst tasks as we deem necessary.

Phase 1 North Meeting Attendance (Undergrounding)	\$51,343
Phase 1 North Meeting Attendance (Watermain Replacement)	\$ 9,858
Phase 1 North Meeting Attendance (Drainage Improvements)	\$ 9,031
Phase 1 South Meeting Attendance (Undergrounding)	\$63,353
Phase 1 South Meeting Attendance (Undergrounding Lake Worth Segment)	\$ 3,334
Phase 1 South Meeting Attendance (Ibis Isle Fire Hydrant Improvements)	\$ 2,977
Phase 1 South Meeting Attendance (Ibis Isle Paving & Grading Improvements)	\$ 9,612
Phase 1 South Meeting Attendance (Street Lighting Improvements)	\$31,581

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Master Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc., Professional Engineering Services for the Town-Wide Undergrounding of Utilities Program RFQ No. 2016-07, which are incorporated by reference. As used in the Agreement, the term "CONSULTANT" shall refer to Kimley-Horn and Associates, Inc., and the term "TOWN" shall refer to The Town of Palm Beach.

If you concur in all the foregoing and wish to direct us to proceed with the services, please notify us by providing a purchase order for the scope and fee described above.

We appreciate the opportunity to provide these services to you. Please contact me at (561) 840-0820 or kevin.schanen@kimley-horn.com should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Schanen', is positioned above the typed name.

By: Kevin Schanen, P.E.
Vice President

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TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 2017

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

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

RE: Award Construction Manager at Risk Contract for the Town-Wide Overhead Utility Undergrounding Phase 1 South, Undergrounding of the Overhead Utilities Within the City of Lake Worth Along South Ocean Boulevard, Street Lighting Upgrades from Sloan's Curve to Lake Avenue, and Drainage Improvements on Ibis Isle
Resolution No. 093-2017

DATE: May 26, 2017

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 093-2017 and award a Construction Manager at Risk (CMAR) contract for the Town-Wide Overhead Utility Undergrounding Phase 1 South in the amount of \$4,450,977.22 and establishing a Construction Phase Budget of \$4,695,977.22; Undergrounding of the overhead utilities within the City of Lake Worth along South Ocean Boulevard in the amount of \$351,081.21; street lighting upgrades from Sloan's Curve to Lake Avenue in the amount of \$2,345,643.52 and establishing a Construction Phase Budget of \$2,580,000; and drainage improvements on Ibis Isle in the amount of \$150,450.23 and establishing a Construction Phase Budget of \$165,500; for a Total Guaranteed Maximum Price (GMP) not-to-exceed \$7,298,152.18, and a total construction phase budget of \$7,792,558.43 and authorize the Town Manager to execute a contract with Whiting-Turner Contracting Company (WT).

In addition, staff recommends that Town Council grant a waiver to Sections 42-196 through 199 of the Town of Palm Beach Code of Ordinances to allow for work past December 1, 2017, extending work hours and night-time work, as necessary, and approved by Public Works. Staff would also recommend a waiver of the Town Code of Ordinances section 42-226 through 229 - Regulation of Noise.

GENERAL INFORMATION

The Town Council approved the Master Contract and purchase order for Task Order 1 of the Town-Wide Undergrounding Utility Program at the May 10, 2016 meeting. The first task order included the development of the Master Plan for Town-Wide Undergrounding of Utilities and the design for undergrounding utilities from Onondaga to the north end of the Town and Sloan's Curve to the southern limits of the Town. At the July 12, 2016 Town Council meeting, the Lake Worth segment of the Town-Wide Undergrounding was approved. At the April 13, 2017 Town Council meeting, Town Council approved a purchase order for Pre-Construction Management Services for Phase 1 South. Subsequently, WT has solicited bids for the work defined in the final plans and specifications and has prepared, and submitted, a GMP.

To minimize disruption, and to optimize the Construction Manager at Risk Services, Public Works has included all of the Capital Improvements within this geographic area that are planned for construction during this time frame. The cost for each component of construction is funded through the appropriate funding source. Also, since the Town-Wide Undergrounding assessment cannot fund undergrounding outside of the Town limits, the construction cost for the Lake Worth Undergrounding portion will be funded from the Town's General Capital Fund. The street lighting upgrades from Sloan's Curve South and drainage improvements on Ibis Isle are funded through the Accelerated Capital Improvement Program (ACIP) - Phase 2. Finally, the Town-Wide Undergrounding Program funds the Town-Wide Overhead Utility Undergrounding Phase 1 South construction costs.

WT solicited bids for the work defined in the final plans and specifications between April 16, 2017 and May 23, 2017. WT submitted a draft GMP to the Town on June 6, 2017. Town staff worked with Kimley-Horn and Associates (KHA) to review the draft GMP. Staff, with the assistance from the Purchasing Division, negotiated the final GMP on June 8, 2017. It is important to note that the contingency for potential Town changes would be maintained outside of the GMP in the construction phase project budget. Below is a summary of the Town-Wide Overhead Utility Undergrounding Phase 1-South final GMP including the Lake Worth (A1AOnly):

• Direct Construction Costs	\$3,894,509.26
• General Conditions	\$ 53,540.74
• Project Management	\$ 612,443.62
• Profit	\$ 241,564.81
• Contingency	\$ 0.00
Underground Phase I-South GMP:	\$4,802,058.43

The Construction Management at Risk Cost are being distributed proportionately between each of the components of the overall construction efforts. The bid does not include the direct cost to FPL (\$1,297,006), Comcast (\$55,206.81), and AT&T (\$156,314.35), that are in a companion Town Council item. The construction funding is provided as follows:

• Street Lighting Upgrades	\$2,345,643.52
• Water and Drainage Improvements	\$ 150,450.23
• Lake Worth Utilities (A1A Only)	\$ 351,081.21
• Town-Wide Undergrounding	\$4,450,977.22
Total Guaranteed Maximum Price	\$7,298,152.18

SPECIAL CONSIDERATIONS

It is our intent to have the disruptive work (conduit installation, roadway restriction) done before season. Less disruptive work (pulling wire and connections to individual homes) would be done during season. Disruption will be confined to the residents benefiting from the project. Staff is requesting that Town Council grant a waiver of the Town Code of Ordinances sections 42-196 through 42-199 to allow for work past December 1, 2017, extending work hours and night-time work hours, as necessary, and approved by Public Works and the Town Manager's office. Due to the complexity of this project and the relatively short schedule, it may be necessary to allow work hours from 7:00a.m. to 7:00p.m. Monday through Saturday during the summer months. The Waiver is to include Saturday work as necessary and, approved by Public Works and the Town Manager's Office, past December 1, 2017. Staff also recommends a waiver to the Noise Ordinance for those same activities from Section 42-226 through Section 42-229 of the Town Code of Ordinances.

FUNDING/FISCAL IMPACT

The funding will be from the Underground Utility Fund. The fund will receive assessment revenue as well as proceeds from a Line of Credit, which will fund this contract. Funding for the street lighting and drainage portions of the project are contained within the Town's Accelerated Capital Improvement Program - Phase 2. Funding for the Lake Worth Utility undergrounding along South Ocean Boulevard to be funded from the General Capital fund.

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. The Town Attorney will review the Construction Management at Risk Contract for legal form and sufficiency prior to execution by the Town Manager.

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

RESOLUTION NO. 093-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING A CONSTRUCTION MANAGER AT RISK CONTRACT TO WHITING-TURNER CONTRACTING COMPANY, FOR THE TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING PHASE 1 SOUTH, AND ASSOCIATED CAPITAL IMPROVEMENTS BROKEN DOWN AS FOLLOWS: PHASE 1 SOUTH UTILITY UNDERGROUNDING IN THE AMOUNT OF \$4,450,977.22 AND ESTABLISHING A CONSTRUCTION PHASE BUDGET OF \$4,695,977.22 FROM THE TOWN-WIDE UNDERGROUNDING OF UTILITIES FUND; UNDERGROUNDING OF THE OVERHEAD UTILITIES WITHIN THE CITY OF LAKE WORTH ALONG SOUTH OCEAN BOULEVARD IN THE AMOUNT OF \$351,081.21 FROM THE TOWN'S GENERAL CAPITAL FUND; STREET LIGHTING UPGRADES FROM SLOAN'S CURVE TO LAKE AVENUE IN THE AMOUNT OF \$2,345,643.52 AND ESTABLISHING A CONSTRUCTION PHASE BUDGET OF \$2,580,000 FROM THE ACCELERATED CAPITAL IMPROVEMENTS FUND; DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$150,450.23 AND ESTABLISHING A CONSTRUCTION PHASE BUDGET OF \$165,500 FROM THE ACCELERATED CAPITAL IMPROVEMENTS FUND FOR A TOTAL PURCHASE ORDER IN THE AMOUNT OF \$7,298,152.18 AND ESTABLISHING A TOTAL CONSTRUCTION BUDGET OF \$7,792,558.43.

* * * * *

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 a Construction Manager at Risk (CMAR) contract to Whiting-Turner Contracting Company in the amount of \$7,298,152.18, for the Town-Wide Overhead Utility Undergrounding Phase 1 South and Associated Capital Improvements as stated above and establishing a Construction Phase budget of \$7,792,558.43.

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 13th day of June 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, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member

THE WHITING-TURNER CONTRACTING COMPANY

(INCORPORATED)

ENGINEERS AND CONTRACTORS

CONSTRUCTION MANAGEMENT
GENERAL CONTRACTING
DESIGN-BUILD
SPECIALTY CONTRACTING
OFFICE/HEADQUARTERS
RETAIL/SHOPPING CENTERS
HEALTHCARE
BIO-TECH/PHARMACEUTICAL
HIGH-TECH/CLEANROOM

1901 W. Cypress Creek Road, Suite 101
Ft. Lauderdale, Florida. 33309
954-776-0800
Fax: 954-776-0797
www.whiting-turner.com

INSTITUTIONAL
DATA CENTERS
SPORTS AND ENTERTAINMENT
INDUSTRIAL
WAREHOUSE/DISTRIBUTION
MULTI-FAMILY RESIDENTIAL
ENVIRONMENTAL
BRIDGES, CONCRETE

WRITER'S DIRECT NUMBER IS 561-719-4044

June 8, 2017

Mr. Michael Roach, P.E.
Town of Palm Beach
Public Works/ Engineering Department
951 Old Okeechobee Road
West Palm Beach, FL 33401

RE: RFQ No. 2015-15
GMP Proposal for Town-Wide Utility Undergrounding Phase 1 South

Dear Mr. Roach,

Whiting-Turner (WT) is pleased to submit this Guaranteed Maximum Price (GMP) proposal for Town-Wide Utility Undergrounding Phase 1 South for your consideration. Our GMP Proposal for this work is Seven Million, Two Hundred Ninety-Eight Thousand, One Hundred Fifty-Two Dollars and eighteen cents (\$7,298,152.18).

Breakdown for this amount is as follows:

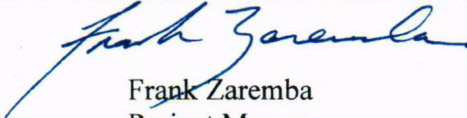
Phase 1 South Undergrounding	\$4,802,058.43
Ibis Isle Fire Hydrant & Restoration	\$ 27,913.33
Ibis Isle Curb Asphalt & Striping	\$ 122,536.90
Street Lighting	<u>\$2,345,643.52</u>
Total GMP Budget	\$7,298,152.18

The attached Budget Spreadsheets, Document Log, Schedule, and Clarifications provide detailed back-up information related to this proposal.

Thank you for the opportunity to submit this proposal, and if you have any questions, please contact me at (561) 719-4044.

Very truly yours,

THE WHITING-TURNER CONTRACTING COMPANY


Frank Zaremba
Project Manager

Town of Palm Beach Undergrounding of Overhead Utilities Phase 1 - South
W-T GMP BUDGET SUMMARY
June 8, 2017

ITEM #	DESCRIPTION	COST
	<u>OH ----> UG Conversions & Required Work along S. Ocean Boulevard & Ibis Isle</u>	
	Town Overhead to Undergrounding Direct Construction Cost (Excluding Lake Worth)	\$3,408,892.27
	W-T GC's / GR's /Bond / Insurance/Fee	\$1,042,084.95
	SUB-TOTAL	\$4,450,977.22

ITEM #	DESCRIPTION	COST
	<u>Lake Worth (All Scopes)</u>	
	Lake Worth Overhead to Undergrounding Direct Construction Cost	\$267,796.50
	W-T GC's / GR's /Bond / Insurance/Fee	\$83,284.71
	SUB-TOTAL	\$351,081.21

PHASE 1 SOUTH UNDERGROUNDING TOTAL	\$4,802,058.43
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ITEM #	DESCRIPTION	COST
	<u>Ibis Isle - Fire Hydrant & Associated Restoration</u>	
	Ibis Isle - Fire Hydrant & Associated Restoration Direct Constrecution Cost	\$21,300.00
	W-T GC's / GR's /Bond / Insurance / Fee	\$6,613.33
	SUB-TOTAL	\$27,913.33

IBIS ISLE FIRE HYDRANT & RESTORATION TOTAL	\$27,913.33
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ITEM #	<u>Ibis Isle Curb, Asphalt, Striping & Restoration</u>	
	Ibis Isle Curb, Asphalt, Striping & Restoration Direct Construction Cost	\$93,505.00
	W-T GC's / GR's /Bond / Insurance / Fee	\$29,031.90
	SUB-TOTAL	\$122,536.90

IBIS ISLE CURB, ASPHALT & STRIPING TOTAL	\$122,536.90
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ITEM #	<u>Street Lighting</u>	
	Street Lighting Direct Constrecution Cost	\$1,789,398.00
	W-T GC's / GR's /Bond / Insurance / Fee	\$556,245.52
	SUB-TOTAL	\$2,345,643.52

STREET LIGHTING TOTAL	\$2,345,643.52
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TOTAL GMP BUDGET	\$7,298,152.18
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Town of Palm Beach Undergrounding of Overhead Utilities Phase 1 - South
W-T GMP DETAILED BUDGET
June 8, 2017

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL BID AMOUNT	COMMENTS
Overhead to Underground Conversion & Required Work along S. Ocean Boulevard & Ibis Isle						
Bid Unit #1A - Electrical Undergrounding South Portion - Lake Ave to Southern Limit)						
	Mobilization/Demobilization	1	LS	\$45,000.00	\$45,000.00	For this Bid Unit ONLY.
	Maintenance of Traffic	1	LS	\$90,000.00	\$90,000.00	This subcontractor to include all MOT for the Project (Including but not limited to Advanced Warning MOT from the north, south and Lake Avenue). (3) VMS are required for the total duration of the project, not just for Bid Unit #1.
	NPDES Compliance	1	LS	\$3,500.00	\$3,500.00	For this Bid Unit ONLY.
	Surveying	1	LS	\$62,000.00	\$62,000.00	Subcontractors are responsible for surveying associated with their scope of work (this Bid Unit ONLY)
	Subcontractor Payment & Performance Bond	1	LS	\$16,500.00	\$16,500.00	P&P Bond for this Bid Unit ONLY.
	FPL (1) 6" Feeder Conduit (Install Only)	1	LS	\$175,000.00	\$175,000.00	HDD and/or open trenching included
	FPL (1) 6" Feeder & (3) 2" Primary Conduits (Install Only)	1	LS	\$0.00	\$0.00	HDD and/or open trenching included
	FPL (3) 2" Primary Conduit (install Only)	1	LS	\$155,000.00	\$155,000.00	HDD and/or open trenching included
	FPL (2) 2" Primary Conduit (Install Only)	1	LS	\$8,840.00	\$8,840.00	HDD and/or open trenching included
	FPL (1) 2" Primary Conduit (Install Only)	1	LS	\$0.00	\$0.00	HDD and/or open trenching included
	FPL (1) 2" Service Conduit (Install Only)	1	LS	\$14,210.00	\$14,210.00	HDD and/or open trenching included
	FPL Feeder Splice Boxes (Install Only)	1	LS	\$0.00	\$0.00	Includes splice connections, conduits and all sitework
	FPL Service Handholes (Install Only)	1	LS	\$375.00	\$375.00	Includes splice connections, conduits and all sitework
	FPL Primary Splice Boxes (Install Only)	1	LS	\$13,500.00	\$13,500.00	Includes splice connections, conduits and all sitework
	FPL Transformers (Install Only)	1	LS	\$3,900.00	\$3,900.00	Includes splice connections, conduits and all sitework
	FPL Switches/PME's (Install Only)	1	LS	\$28,000.00	\$28,000.00	Includes splice connections, conduits and all sitework
	FPL Feeder Conductor (Install Only)	1	LS	\$50,780.00	\$50,780.00	Includes splice connections, conduits and all sitework
	FPL Primary Conductor (Install Only)	1	LS	\$33,105.00	\$33,105.00	Includes splice connections, conduits and all sitework
	FPL Service Conductor (Install Only)	1	LS	\$1,522.00	\$1,522.00	Includes splice connections, conduits and all sitework
	Service Connections to meters/vaults	1	LS	\$8,800.00	\$8,800.00	Service Connections/Conversions to meters and vaults during the day time.
	FPL Commercial Services (provide and install conduit and conductor)	1	LS	\$14,000.00	\$14,000.00	Service Connections/Conversions to meters and vaults during the day time.
	ATT (1) 4" Main Conduit (Furnish Only - DOP Item)	1	LS	\$484.00	\$484.00	Potential Direct Owner Purchase
	ATT Vaults/Pull Boxes - (Furnish Only - DOP Item)	1	LS	\$520.00	\$520.00	Potential Direct Owner Purchase
	ATT Grounding Leads (Furnish Only - DOP Item)	1	LS	\$25.00	\$25.00	Potential Direct Owner Purchase
	ATT Main, Spare, Service Conduits, Vaults, Pull Boxes, & Grounding Leads (Tax Only - DOP Item)	1	LS	\$62.00	\$62.00	Potential Direct Owner Purchase
	ATT Main Conduit (Install Only)	1	LS	\$4,300.00	\$4,300.00	
	ATT Vaults/Pull Boxes - (Install Only)	1	LS	\$1,437.00	\$1,437.00	
	ATT Grounding Leads (Install Only)	1	LS	\$200.00	\$200.00	
	Comcast Main Conduit (Excluded)	1	EXCL	\$0.00	\$0.00	No Comcast scope within these limits.
	Dewatering	1	LS	\$15,000.00	\$15,000.00	As necessary
	Sanitary Point Repair for Conduit Installation	1	LS	\$4,500.00	\$4,500.00	
	Asphalt Trench Repairs (For conduit trenched or bored)	1	LS	\$0.00	\$0.00	Per FDOT specifications. Striping (if required) is included in this line item. Driveways that are open cut must be milled and overlaid to ROW line.
	Asphalt Mill & Overlay	1	LS	\$0.00	\$0.00	Per FDOT specifications for disturbed areas only. Striping (if required) is included in this line item. Driveways that are open cut must be milled and overlaid to ROW line.
	Curb Repairs for Conduit Installation	1	LS	\$0.00	\$0.00	
	Private Property Restoration	1	LS	\$20,000.00	\$20,000.00	
	Watermain Deflections	1	EXCL	\$0.00	\$0.00	Excluded - Included in Bid Unit #5.
	Landscape & Irrigation Restoration	1	LS	\$25,000.00	\$25,000.00	This is for landscape & irrigation disturbed by this scope of work. All restoration is by this subcontractor, except as specifically included in Bid Unit #6 and identified on the landscape drawings.
	Landscape & Irrigation (Shown on Landscape Drawings)	1	EXCL	\$0.00	\$0.00	Excluded - Included in Bid Unit #6. Refer to Bid Unit #6 for specific exclusions.
	Off-loading/Staging <u>ALL</u> FPL Materials	1	LS	\$7,500.00	\$7,500.00	This subcontractor will be responsible for all FPL material off-loading and staging at Phipps Park. Subcontractor will distribute materials accordingly in the staging yard for the 3 or 4 respective work areas.
	Subtotal - Bid Unit #1A - Electrical Undergrounding - A1A from Sta 11+10 to Sta 77+78 (Excludes Lake Worth Limits)				\$803,060.00	
Bid Unit #2 - Electrical Undergrounding - A1A from Sta 124+68 to Sta 243+66 (Excluding Ibis Isle)						

Town of Palm Beach Undergrounding of Overhead Utilities Phase 1 - South
W-T GMP DETAILED BUDGET
June 8, 2017

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL BID AMOUNT	COMMENTS
	Mobilization/Demobilization	1	LS	\$40,000.00	\$40,000.00	For this Bid Unit ONLY.
	Maintenance of Traffic	1	LS	\$65,000.00	\$65,000.00	
	NPDES Compliance	1	LS	\$3,500.00	\$3,500.00	For this Bid Unit ONLY.
	Surveying	1	LS	\$112,000.00	\$112,000.00	Subcontractors are responsible for surveying associated with their scope of work (this Bid Unit ONLY)
	Subcontractor Payment & Performance Bond	1	LS	\$28,000.00	\$28,000.00	P&P Bond for this Bid Unit ONLY.
	FPL (1) 6" Feeder Conduit (Install Only)	1	LS	\$325,200.00	\$325,200.00	HDD and/or open trenching included
	FPL (1) 6" Feeder & (3) 2" Primary Conduits (Install Only)	1	LS	\$0.00	\$0.00	HDD and/or open trenching included
	FPL (3) 2" Primary Conduit (install Only)	1	LS	\$228,715.00	\$228,715.00	HDD and/or open trenching included
	FPL (2) 2" Primary Conduit (Install Only)	1	LS	\$32,000.00	\$32,000.00	HDD and/or open trenching included
	FPL (1) 2" Primary Conduit (Install Only)	1	LS	\$12,000.00	\$12,000.00	HDD and/or open trenching included
	FPL (1) 2" Service Conduit (Install Only)	1	LS	\$24,000.00	\$24,000.00	HDD and/or open trenching included
	FPL Feeder Splice Boxes (Install Only)	1	LS	\$14,800.00	\$14,800.00	Includes splice connections, conduits and all sitework
	FPL Service Handholes (Install Only)	1	LS	\$750.00	\$750.00	Includes splice connections, conduits and all sitework
	FPL Primary Splice Boxes (Install Only)	1	LS	\$25,200.00	\$25,200.00	Includes splice connections, conduits and all sitework
	FPL Transformers (Install Only)	1	LS	\$20,350.00	\$20,350.00	Includes splice connections, conduits and all sitework
	FPL Switches/PME's (Install Only)	1	LS	\$61,600.00	\$61,600.00	Includes splice connections, conduits and all sitework
	FPL Feeder Conductor (Install Only)	1	LS	\$55,350.00	\$55,350.00	Includes splice connections, conduits and all sitework
	FPL Primary Conductor (Install Only)	1	LS	\$127,335.00	\$127,335.00	Includes splice connections, conduits and all sitework
	FPL Service Conductor (Install Only)	1	LS	\$3,040.00	\$3,040.00	Includes splice connections, conduits and all sitework
	Service Connections to meters/vaults	1	LS	\$70,800.00	\$70,800.00	Service Connections/Conversions to meters and vaults during the day time.
	FPL Commercial Services (provide and install conduit and conductor)	1	LS	\$18,000.00	\$18,000.00	Service Connections/Conversions to meters and vaults during the day time.
	ATT (1) 4" Main Conduit (Furnish Only - DOP Item)	1	LS	\$4,849.00	\$4,849.00	Potential Direct Owner Purchase
	ATT Vaults/Pull Boxes - (Furnish Only - DOP Item)	1	LS	\$4,680.00	\$4,680.00	Potential Direct Owner Purchase
	ATT Grounding Leads (Furnish Only - DOP Item)	1	LS	\$50.00	\$50.00	Potential Direct Owner Purchase
	ATT Main, Spare, Service Conduits, Vaults, Pull Boxes, & Grounding Leads (Tax Only - DOP Item)	1	LS	\$575.00	\$575.00	Potential Direct Owner Purchase
	ATT Main Conduit (Install Only)	1	LS	\$63,248.85	\$63,248.85	
	ATT Vaults/Pull Boxes - (Install Only)	1	LS	\$15,500.00	\$15,500.00	
	ATT Grounding Leads (Install Only)	1	LS	\$500.00	\$500.00	
	Comcast (2) 2" Main Conduit (Furnish Only - DOP Item)	1	LS	\$1,032.00	\$1,032.00	Potential Direct Owner Purchase
	Comcast (2) 2" Main Conduit (Tax Only - DOP Item)	1	LS	\$61.92	\$61.92	Potential Direct Owner Purchase
	Comcast Pull Boxes (by others)	1	EXCL	\$0.00	\$0.00	Furnished and installed by Others
	Comcast Main Conduit (Install Only)	1	LS	\$16,340.00	\$16,340.00	
	Dewatering	1	LS	\$15,000.00	\$15,000.00	As necessary.
	Sanitary Point Repair for Conduit Installation	1	LS	\$1,500.00	\$1,500.00	
	Asphalt Trench Repairs (For conduit trenched or bored)	1	LS	\$0.00	\$0.00	Per FDOT specifications. Striping (if required) is included in this line item. Driveways that are open cut must be milled and overlaid to ROW line.
	Asphalt Mill & Overlay	1	LS	\$0.00	\$0.00	Per FDOT specifications for disturbed areas only. Striping (if required) is included in this line item. Driveways that are open cut must be milled and overlaid to ROW line.
	Curb Repairs for Conduit Installation	1	LS	\$3,500.00	\$3,500.00	
	Private Property Restoration	1	LS	\$22,000.00	\$22,000.00	
	Watermain Deflections	1	EXCL	\$0.00	\$0.00	Excluded - Included in Bid Unit #5.
	Landscape & Irrigation Restoration	1	LS	\$35,000.00	\$35,000.00	This is for landscape & irrigation disturbed by this scope of work. All restoration is by this subcontractor, except as specifically included in Bid Unit #6 and identified on the landscape drawings.
	Landscape & Irrigation (Shown on Landscape Drawings)	1	EXCL	\$0.00	\$0.00	Excluded - Included in Bid Unit #6. Refer to Bid Unit #6 for specific exclusions.
Subtotal - Bid Unit #2 - Electrical Undergrounding - A1A from Sta 124+68 to Sta 243+66 (Excluding Ibis Isle)					\$1,451,476.77	
Bid Unit #3 - Electrical Undergrounding - Ibis Isle						
	Mobilization/Demobilization	1	LS	\$2,500.00	\$2,500.00	For this Bid Unit ONLY.
	Maintenance of Traffic	1	LS	\$15,840.00	\$15,840.00	
	NPDES Compliance	1	LS	\$4,500.00	\$4,500.00	For this Bid Unit ONLY.
	Surveying	1	LS	\$31,218.00	\$31,218.00	Subcontractors are responsible for surveying associated with their scope of work (this Bid Unit ONLY)
	Subcontractor Payment & Performance Bond	1	LS	\$8,000.00	\$8,000.00	P&P Bond for this Bid Unit ONLY.
	FPL (6) 2" Primary Conduit (Install Only)	1	LS	\$0.00	\$0.00	HDD and/or open trenching included
	FPL (4) 2" Primary Conduits (Install Only)	1	LS	\$0.00	\$0.00	HDD and/or open trenching included

Town of Palm Beach Undergrounding of Overhead Utilities Phase 1 - South

W-T GMP DETAILED BUDGET

June 8, 2017

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL BID AMOUNT	COMMENTS
	FPL (3) 2" Primary Conduit (install Only)	1	LS	\$68,990.00	\$68,990.00	HDD and/or open trenching included
	FPL (2) 2" Primary Conduit (Install Only)	1	LS	\$12,420.00	\$12,420.00	HDD and/or open trenching included
	FPL (1) 2" Primary Conduit (Install Only)	1	LS	\$6,100.00	\$6,100.00	HDD and/or open trenching included
	FPL (1) 2" Service Conduit (Install Only)	1	LS	\$8,560.00	\$8,560.00	HDD and/or open trenching included
	FPL Service Handholes (Install Only)	1	LS	\$4,540.00	\$4,540.00	Includes splice connections, conduits and all sitework
	FPL Primary Splice Boxes (Install Only)	1	LS	\$5,580.00	\$5,580.00	Includes splice connections, conduits and all sitework
	FPL Transformers (Install Only)	1	LS	\$22,400.00	\$22,400.00	Includes splice connections, conduits and all sitework
	FPL Primary Conductor (Install Only)	1	LS	\$12,600.00	\$12,600.00	Includes splice connections, conduits and all sitework
	FPL Service Conductor (Install Only)	1	LS	\$8,500.00	\$8,500.00	Includes splice connections, conduits and all sitework
	Service Connections to meters	1	LS	\$6,950.00	\$6,950.00	Service Connections/Conversions to meters and vaults during the day time.
	Sub Aqueous Crossing at Bridge (in lieu of detail shown)	1	LS	\$22,400.00	\$22,400.00	
	ATT (1) 5" Main Conduit (Furnish Only - DOP Item)	1	LS	\$8,366.00	\$8,366.00	Potential Direct Owner Purchase
	ATT Vaults/Pull Boxes - (Furnish Only - DOP Item)	1	LS	\$2,100.00	\$2,100.00	Potential Direct Owner Purchase
	ATT Grounding Leads (Furnish Only - DOP Item)	1	LS	\$140.00	\$140.00	Potential Direct Owner Purchase
	ATT Main, Spare, Service Conduits, Vaults, Pull Boxes, & Grounding Leads (Tax Only - DOP Item)	1	LS	\$500.00	\$500.00	Potential Direct Owner Purchase
	ATT Main Conduit (Install Only)	1	LS	\$54,500.00	\$54,500.00	
	ATT Vaults/Pull Boxes - (Install Only)	1	LS	\$2,500.00	\$2,500.00	
	ATT Grounding Leads (Install Only)	1	LS	\$250.00	\$250.00	
	Comcast (2) 2" Main Conduit (Furnish Only - DOP Item)	1	LS	\$3,500.00	\$3,500.00	Potential Direct Owner Purchase
	Comcast (2) 2" Main Conduit (Tax Only - DOP Item)	1	LS	\$230.00	\$230.00	Potential Direct Owner Purchase
	Comcast Pull Boxes (by others)	1	EXCL	\$0.00	\$0.00	Furnished and installed by Others
	Comcast Main Conduit (Install Only)	1	LS	\$50,217.00	\$50,217.00	
	Dewatering	1	LS	\$0.00	\$0.00	As necessary.
	Sanitary Point Repair for Conduit Installation	1	LS	\$4,600.00	\$4,600.00	
	Asphalt Trench Repairs (For conduit trenched or bored)	1	LS	\$30,560.00	\$30,560.00	Per TPB specifications. Striping (if required) is included in this line item. Driveways that are open cut must be milled and overlaid to ROW line.
	Asphalt Mill & Overlay	1	LS	\$0.00	\$0.00	Per plans and specifications for disturbed areas only. Striping (if required) is included in this line item. Driveways that are open cut must be milled and overlaid to ROW line.
	Curb Repairs for Conduit Installation	1	LS	\$0.00	\$0.00	
	Private Property Restoration	1	LS	\$18,300.00	\$18,300.00	
	Watermain Deflections	1	EXCL	\$0.00	\$0.00	Excluded - Included in Bid Unit #5.
	Landscape & Irrigation Restoration	1	LS	\$0.00	\$0.00	This is for landscape & irrigation disturbed by this scope of work. All restoration is by this subcontractor, except as specifically included in Bid Unit #6 and identified on the landscape drawings.
	Landscape & Irrigation (Shown on Landscape Drawings)	1	EXCL	\$0.00	\$0.00	Excluded - Included in Bid Unit #6. Refer to Bid Unit #6 for specific exclusions.
Subtotal - Bid Unit #3 - Electrical Undergrounding - Ibis Isle					\$416,861.00	
BID UNIT #5A - Water/Curbing/Asphalt (All Areas except Lake Worth)						
	Mobilization/Demobilization	1	LS	\$6,000.00	\$6,000.00	For this Bid Unit ONLY.
	Maintenance of Traffic	1	LS	\$12,000.00	\$12,000.00	
	NPDES Compliance	1	LS	\$2,250.00	\$2,250.00	For this Bid Unit ONLY.
	Surveying	1	LS	\$53,945.00	\$53,945.00	Subcontractors are responsible for surveying associated with their scope of work (this Bid Unit ONLY)
	Subcontractor Payment & Performance Bond	1	LS	\$4,500.00	\$4,500.00	P&P Bond for this Bid Unit ONLY.
	South (Sta 11+10 to Sta 77+78)					
	Water Deflections	1	LS	\$148,250.00	\$148,250.00	For this Bid Unit Only
	Existing Misc. Deflections	1	LS	\$3,750.00	\$3,750.00	As required
	Curbing	1	LS	\$0.00	\$0.00	
	Asphalt Restoration at Drive Aprons	1	LS	\$3,000.00	\$3,000.00	Includes mill and overlay as necessary to the ROW lines.
	Misc. Restoration at ROW Only	1	LS	\$8,000.00	\$8,000.00	Within ROW Only.
	Dewatering	1	LS	\$7,000.00	\$7,000.00	As necessary. For this scope of work ONLY
	North Portion (Sta 124+68 to Sta 243+66)					
	Water Deflections	1	LS	\$268,650.00	\$268,650.00	For this Bid Unit Only
	Existing Misc. Deflections	1	LS	\$6,750.00	\$6,750.00	As required
	Curbing	1	LS	\$0.00	\$0.00	
	Asphalt Restoration at Drive Aprons	1	LS	\$3,000.00	\$3,000.00	Includes mill and overlay as necessary to the ROW lines.
	Misc. Restoration at ROW Only	1	LS	\$14,400.00	\$14,400.00	Within ROW Only.
	Dewatering	1	LS	\$12,600.00	\$12,600.00	As necessary. For this scope of work ONLY
Subtotal - Bid Unit #5A - Water/Curbing/Asphalt (All Areas except Lake Worth)					\$554,095.00	
BID UNIT #6A - Landscaping (All Areas except Lake Worth)						

Town of Palm Beach Undergrounding of Overhead Utilities Phase 1 - South
W-T GMP DETAILED BUDGET
June 8, 2017

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL BID AMOUNT	COMMENTS
	Mobilization/Demobilization	1	LS	\$0.00	\$0.00	For this Bid Unit Only.
	Maintenance of Traffic	1	LS	\$0.00	\$0.00	
	Subcontractor Payment & Performance Bond	1	LS	\$0.00	\$0.00	P&P Bond for this Bid Unit ONLY.
	South (Sta 11+10 to Sta 77+78)					
	Landscaping	1	LS	\$19,417.00	\$19,417.00	Per Landscaping Plans.
	Irrigation	1	LS	\$3,400.00	\$3,400.00	
	Misc. Restoration of Disturbed Areas	1	LS	\$0.00	\$0.00	
	North Portion (Sta 124+68 to Sta 243+66)					
	Landscaping	1	LS	\$52,664.00	\$52,664.00	Per Landscaping Plans.
	Irrigation	1	LS	\$9,800.00	\$9,800.00	
	Misc. Restoration of Disturbed Areas	1	LS	\$0.00	\$0.00	
	Ibis Isle					
	Landscaping	1	LS	\$9,781.00	\$9,781.00	Per Landscaping Plans.
	Irrigation	1	LS	\$2,200.00	\$2,200.00	
	Misc. Restoration of Disturbed Areas	1	LS	\$0.00	\$0.00	
	Water Truck Allowance	1	ALLOW	\$20,000.00	\$20,000.00	
	Subtotal - Bid Unit #6A - Landscape (All Areas except Lake Worth)				\$117,262.00	
	BID UNIT #7A - Professional Testing & Inspections					
	South (Sta 11+10 to Sta 77+78)					
	Testing & Inspections	1	LS	\$5,267.50	\$5,267.50	
	North Portion (Sta 124+68 to Sta 243+66)					
	Testing & Inspections	1	LS	\$5,602.50	\$5,602.50	
	Ibis Isle					
	Testing & Inspections	1	LS	\$5,267.50	\$5,267.50	
	Subtotal - Bid Unit #7A - Testing & Inspections (All Areas except Lake Worth)				\$16,137.50	
	SUBTOTAL				\$3,358,892.27	
	FPL Vault Work & Switching Plan Allowance	1	ALLOW	\$50,000.00	\$50,000.00	
	Construction Contingency					Carried Outside of the GMP
	Owner Allowance					Carried Outside of the GMP
	General Conditions				\$53,540.74	
	General Requirements				\$53,876.63	
	Bond & Insurance				\$80,659.15	
	Project Management				\$612,443.62	
	Construction Management Services Fee				\$241,564.81	
	Overhead to Underground Conversions & Required Work Total (along S. Ocean Boulevard & Ibis Isle)				\$4,450,977.22	
	Lake Worth (All Scopes)					
	Bid Unit #1B - Electrical Undergrounding - A1A (Lake Worth Limits) from Sta 77+78 to Sta 124+68					
	Mobilization/Demobilization	1	LS	\$8,500.00	\$8,500.00	For this Bid Unit ONLY.
	Maintenance of Traffic	1	LS	\$18,000.00	\$18,000.00	
	NPDES Compliance	1	LS	\$500.00	\$500.00	For the Bid Unit ONLY.
	Surveying	1	LS	\$44,625.00	\$44,625.00	Subcontractors are responsible for surveying associated with their scope of work (this Bid Unit ONLY)
	Subcontractor Payment & Performance Bond	1	LS	\$6,200.00	\$6,200.00	P&P Bond for this Bid Unit ONLY.
	FPL (1) 6" Feeder Conduit (Install Only)	1	LS	\$36,000.00	\$36,000.00	HDD and/or open trenching included
	FPL (1) 6" Feeder & (3) 2" Primary Conduits (Install Only)	1	LS	\$0.00	\$0.00	HDD and/or open trenching included
	FPL (3) 2" Primary Conduit (install Only)	1	LS	\$25,365.00	\$25,365.00	HDD and/or open trenching included
	FPL (2) 2" Primary Conduit (Install Only)	1	LS	\$0.00	\$0.00	HDD and/or open trenching included
	FPL (1) 2" Primary Conduit (Install Only)	1	LS	\$0.00	\$0.00	HDD and/or open trenching included
	FPL (1) 2" Service Conduit (Install Only)	1	LS	\$0.00	\$0.00	HDD and/or open trenching included
	FPL Feeder Splice Boxes (Install Only)	1	LS	\$0.00	\$0.00	Includes splice connections, conduits and all sitework
	FPL Service Handholes (Install Only)	1	LS	\$0.00	\$0.00	Includes splice connections, conduits and all sitework
	FPL Primary Splice Boxes (Install Only)	1	LS	\$1,800.00	\$1,800.00	Includes splice connections, conduits and all sitework
	FPL Transformers (Install Only)	1	LS	\$650.00	\$650.00	Includes splice connections, conduits and all sitework
	FPL Switches/PME's (Install Only)	1	LS	\$3,600.00	\$3,600.00	Includes splice connections, conduits and all sitework
	FPL Feeder Conductor (Install Only)	1	LS	\$6,000.00	\$6,000.00	Includes splice connections, conduits and all sitework
	FPL Primary Conductor (Install Only)	1	LS	\$6,000.00	\$6,000.00	Includes splice connections, conduits and all sitework
	FPL Service Conductor (Install Only)	1	LS	\$0.00	\$0.00	Includes splice connections, conduits and all sitework
	FPL 2 way Manhole (Install Only)	1	LS	\$15,000.00	\$15,000.00	
	Service Connections to meters/vaults	1	LS	\$500.00	\$500.00	Service Connections/Conversions to meters and vaults during the day time.

Town of Palm Beach Undergrounding of Overhead Utilities Phase 1 - South
W-T GMP DETAILED BUDGET
June 8, 2017

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL BID AMOUNT	COMMENTS
	FPL Commercial Services (provide and install conduit and conductor)	1	LS	\$3,000.00	\$3,000.00	Service Connections/Conversions to meters and vaults during the day time.
	ATT (1) 4" Main Conduit (Furnish Only - DOP Item)	1	LS	\$0.00	\$0.00	Potential Direct Owner Purchase
	ATT Vaults/Pull Boxes - (Furnish Only - DOP Item)	1	LS	\$0.00	\$0.00	Potential Direct Owner Purchase
	ATT Grounding Leads (Furnish Only - DOP Item)	1	LS	\$0.00	\$0.00	Potential Direct Owner Purchase
	ATT Main, Spare, Service Conduits, Vaults, Pull Boxes, & Grounding Leads (Tax Only - DOP Item)	1	LS	\$0.00	\$0.00	Potential Direct Owner Purchase
	ATT Main Conduit (Install Only)	1	LS	\$0.00	\$0.00	
	ATT Vaults/Pull Boxes - (Install Only)	1	LS	\$0.00	\$0.00	
	ATT Grounding Leads (Install Only)	1	LS	\$0.00	\$0.00	
	Comcast (2) 2" Main Conduit (Furnish Only - DOP Item)	1	LS	\$744.00	\$744.00	Potential Direct Owner Purchase
	Comcast (2) 2" Main Conduit (Tax Only - DOP Item)	1	LS	\$45.00	\$45.00	Potential Direct Owner Purchase
	Comcast Pull Boxes (by others)	1	EXCL	\$0.00	\$0.00	Furnished and installed by Others
	Comcast Main Conduit (Install Only)	1	LS	\$26,500.00	\$26,500.00	
	Dewatering	1	LS	\$4,500.00	\$4,500.00	As necessary
	Sanitary Point Repair for Conduit Installation	1	LS	\$500.00	\$500.00	
	Asphalt Trench Repairs (For conduit trenched or bored)	1	LS	\$0.00	\$0.00	Per FDOT specifications. Striping (if required) is included in this line item. Driveways that are open cut must be milled and overlaid to ROW line.
	Asphalt Mill & Overlay	1	LS	\$45,000.00	\$45,000.00	Per FDOT specifications for disturbed areas only. Striping (if required) is included in this line item. Driveways that are open cut must be milled and overlaid to ROW line.
	Curb Repairs for Conduit Installation	1	LS	\$3,500.00	\$3,500.00	
	Private Property Restoration	1	LS	\$3,000.00	\$3,000.00	
	Watermain Deflections	1	EXCL	\$0.00	\$0.00	Excluded - Included in Bid Unit #5.
	Landscape & Irrigation Restoration	1	LS	\$3,000.00	\$3,000.00	This is for landscape & irrigation disturbed by this scope of work. All restoration is by this subcontractor, except as specifically included in Bid Unit #6 and identified on the landscape drawings.
	Landscape & Irrigation (Shown on Landscape Drawings)	1	EXCL	\$0.00	\$0.00	Excluded - Included in Bid Unit #6. Refer to Bid Unit #6 for specific exclusions.
	Subtotal - Bid Unit #1B - Electrical Undergrounding - Lake Worth (from Sta 77+78 to Sta 124+68)				\$262,529.00	
	BID UNIT #7B - Professional Testing & Inspections (Lake Worth - Sta 77+78 to 124+68)					
	Testing & Inspections	1	LS	\$5,267.50	\$5,267.50	
	Subtotal - Bid Unit #7B - Testing & Inspections - Lake Worth (from Sta 77+78 to Sta 124+68)				\$5,267.50	
	SUBTOTAL				\$267,796.50	
	Construction Contingency					Carried Outside of the GMP
	Owner Allowance					Carried Outside of the GMP
	General Conditions				\$4,268.68	
	General Requirements				\$4,295.46	
	Bond & Insurance				\$6,632.51	
	Project Management				\$48,828.67	
	Construction Management Services Fee				\$19,259.39	
	Lake Worth (All Scopes) Total				\$351,081.21	
	PHASE 1 SOUTH UNDERGROUNDING TOTAL				\$4,802,058.43	
	Ibis Isle - Fire Hydrant & Associated Restoration					
	BID UNIT #5A - Ibis Isle Fire Hydrant & Associated Restoration					
	Mobilization/Demobilization	1	LS	\$750.00	\$750.00	For this Bid Unit ONLY.
	Maintenance of Traffic	1	LS	\$1,250.00	\$1,250.00	
	NPDES Compliance	1	LS	\$250.00	\$250.00	For the Bid Unit ONLY.
	Surveying	1	LS	\$1,750.00	\$1,750.00	Subcontractors are responsible for surveying associated with their scope of work (this Bid Unit ONLY)
	Subcontractor Payment & Performance Bond	1	LS	\$300.00	\$300.00	P&P Bond for this Bid Unit ONLY.
	Fire Hydrant and related Piping/Accessories	1	LS	\$9,000.00	\$9,000.00	Includes but not limited to tapping sleeve, valve, piping and hydrant assembly.
	Misc. Restoration at ROW Only	1	LS	\$5,000.00	\$5,000.00	Within ROW Only.
	Dewatering	1	LS	\$0.00	\$0.00	As necessary. For this scope of work ONLY
	Asphalt Trench Repairs	1	LS	\$2,000.00	\$2,000.00	Per TPB specifications.
	Curb Repairs for WM Installation	1	LS	\$1,000.00	\$1,000.00	
	Subtotal - Bid Unit #5A - Fire Hydrant & Associated Restoration				\$21,300.00	
	Construction Contingency					Carried Outside of the GMP
	Owner Allowance					Carried Outside of the GMP
	General Conditions				\$339.52	
	General Requirements				\$341.65	
	Bond & Insurance				\$516.56	

Town of Palm Beach Undergrounding of Overhead Utilities Phase 1 - South

W-T GMP DETAILED BUDGET

June 8, 2017

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL BID AMOUNT	COMMENTS
	Project Management				\$3,883.74	
	Construction Management Services Fee				\$1,531.85	
	Ibis Isle - Fire Hydrant & Associated Restoration Total				\$27,913.32	
	Ibis Isle - Curb, Asphalt, Striping & Restoration					
	BID UNIT #5A - Ibis Isle Curb, Asphalt, Striping & Restoration					
	Mobilization/Demobilization	1	LS	\$1,250.00	\$1,250.00	For this Bid Unit ONLY.
	Maintenance of Traffic	1	LS	\$1,750.00	\$1,750.00	
	NPDES Compliance	1	LS	\$500.00	\$500.00	For the Bid Unit ONLY.
	Surveying	1	LS	\$7,305.00	\$7,305.00	Subcontractors are responsible for surveying associated with their scope of work (this Bid Unit ONLY)
	Subcontractor Payment & Performance Bond	1	LS	\$1,200.00	\$1,200.00	P&P Bond for this Bid Unit ONLY.
	Curbing	1	LS	\$13,000.00	\$13,000.00	
	Asphalt Restoration at Drive Aprons	1	LS	\$7,500.00	\$7,500.00	Includes mill and overlay as necessary to the ROW lines.
	Striping	1	LS	\$5,000.00	\$5,000.00	
	Asphalt Mill & Overlay (localized ponding)	1	LS	\$43,500.00	\$43,500.00	Per TPB specifications for disturbed areas only.
	Private Property Restoration	1	LS	\$2,500.00	\$2,500.00	
	Landscape & Irrigation Restoration	1	LS	\$10,000.00	\$10,000.00	This is for landscape & irrigation disturbed by this scope of work. All restoration is by this subcontractor, except as specifically included in Bid Unit #6 and identified on the landscape drawings.
	Landscape & Irrigation (Shown on Landscape Drawings)	1	EXCL	\$0.00	\$0.00	Excluded - Included in Bid Unit #6. Refer to Bid Unit #6 for specific exclusions.
	Subtotal - Bid Unit #5A - Ibis Isle Curb, Asphalt, Striping & Restoration				\$93,505.00	
	Construction Contingency					Carried Outside of the GMP
	Owner Allowance					Carried Outside of the GMP
	General Conditions				\$1,490.47	
	General Requirements				\$1,499.82	
	Bond & Insurance				\$2,267.70	
	Project Management				\$17,049.23	
	Construction Management Services Fee				\$6,724.69	
	Ibis Isle - Ibis Isle Curb, Asphalt, Striping & Restoration Total				\$122,536.91	
	Street Lighting					
	Bid Unit #4 - Street Lighting (Sta 123+70 to Sta 243+66)					
	Mobilization/Demobilization	1	LS	\$4,480.00	\$4,480.00	For this Bid Unit ONLY.
	Maintenance of Traffic	1	LS	\$62,500.00	\$62,500.00	
	NPDES Compliance	1	LS	\$47,520.00	\$47,520.00	For this Bid Unit ONLY.
	Surveying	1	LS	\$108,480.00	\$108,480.00	Subcontractors are responsible for surveying associated with their scope of work (this Bid Unit ONLY)
	Subcontractor Payment & Performance Bond	1	LS	\$25,000.00	\$25,000.00	P&P Bond for this Bid Unit ONLY.
	Street Lighting Conduit (Furnish Only - DOP Item)	1	LS	\$8,496.00	\$8,496.00	Potential Direct Owner Purchase
	Street Lighting Conductor (Furnish Only - DOP Item)	1	LS	\$14,834.00	\$14,834.00	Potential Direct Owner Purchase
	Splice Boxes - (Furnish Only - DOP Item)	1	LS	\$3,750.00	\$3,750.00	Potential Direct Owner Purchase
	Pull Boxes - (Furnish Only - DOP Item)	1	LS	\$35,625.00	\$35,625.00	Potential Direct Owner Purchase
	Poles & Fixtures - (Furnish Only - DOP Item)	1	LS	\$540,265.00	\$540,265.00	Potential Direct Owner Purchase
	Street Lighting Conduits, Conductor, Splice Boxes, Pull Boxes, Poles & Fixtures (Tax Only - DOP Item)	1	LS	\$39,190.00	\$39,190.00	Potential Direct Owner Purchase
	Street Lighting Conduit (Install Only - DOP Item)	1	LS	\$141,600.00	\$141,600.00	
	Street Lighting Conductor (Install Only - DOP Item)	1	LS	\$84,186.00	\$84,186.00	
	Splice Boxes - (Install Only - DOP Item)	1	LS	\$3,500.00	\$3,500.00	
	Pull Boxes - (Install Only - DOP Item)	1	LS	\$33,250.00	\$33,250.00	
	Poles & Fixtures - (Install Only - DOP Item)	1	LS	\$232,275.00	\$232,275.00	
	All engineering required for poles and bases	1	LS	\$2,000.00	\$2,000.00	
	Tie-in to existing for a functional system	1	LS	\$47,800.00	\$47,800.00	
	Restoration (Asphalt, landscaping, sod, concrete, private property etc)	1	LS	\$5,000.00	\$5,000.00	
	Dewatering	1	LS	\$0.00	\$0.00	As necessary.
	Asphalt Trench Repairs (For conduit trenched or bored)	1	LS	\$214,647.00	\$214,647.00	Per TPB specifications. Striping (if required) is included in this line item. Driveways that are open cut must be milled and overlaid to ROW line.
	Asphalt Mill & Overlay	1	LS	\$0.00	\$0.00	Per plans and specifications for disturbed areas only. Striping (if required) is included in this line item. Driveways that are open cut must be milled and overlaid to ROW line.

Town of Palm Beach Undergrounding of Overhead Utilities Phase 1 - South

W-T GMP DETAILED BUDGET

June 8, 2017

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL BID AMOUNT	COMMENTS
	Curb Repairs for Conduit Installation	1	LS	\$0.00	\$0.00	
	Landscape & Irrigation Restoration	1	LS	\$90,000.00	\$90,000.00	This is for landscape & irrigation disturbed by this scope of work. All restoration is by this subcontractor, except as specifically included in Bid Unit #6 and identified on the landscape drawings.
	Landscape & Irrigation (Shown on Landscape Drawings)	1	EXCL	\$0.00	\$0.00	Excluded - Included in Bid Unit #6. Refer to Bid Unit #6 for specific exclusions.
	Off-loading/Staging <u>ALL</u> Lighting Materials	1	LS	\$1,500.00	\$1,500.00	This subcontractor will be responsible for all Street Lighting material off-loading and staging at Phipps Park.
	Seal Coat Path	1	LS	included	\$0.00	
	FPL Primary (Install Only)	1	LS	included	\$0.00	
	FPL Transformer (Install Only)	1	LS	included	\$0.00	
	Meter/Disconnect/Contactor/Panel/Rack	1	LS	included	\$0.00	
	Pole Bases	1	LS	included	\$0.00	
	Temporary Access Around Light poles	1	LS	\$38,500.00	\$38,500.00	
	Subtotal - Bid Unit #4 - Street Lighting (Sta 123+70 to Sta 243+66)				\$1,784,398.00	
	Bid Unit #7A - Testing & Inspections					
	Testing & Inspections *	1	LS	\$5,000.00	\$5,000.00	
	Subtotal - Bid Unit #7A - Professional Testing & Inspections (Street Lighting only)				\$5,000.00	
	SUBTOTAL				\$1,789,398.00	
	Construction Contingency					Carried Outside of the GMP
	Owner Allowance					Carried Outside of the GMP
	General Conditions				\$28,523.00	
	General Requirements				\$28,701.94	
	Bond & Insurance				\$44,060.77	
	Project Management				\$326,269.88	
	Construction Management Services Fee				\$128,689.93	
	Street Lighting Total				\$2,345,643.52	
	TOTAL GMP BUDGET				\$7,298,152.18	

Town of Palm Beach Undergrounding of Overhead Utilities Phase 1 - South
Town of Palm Beach
W-T GMP Budget
DATE: 6/7/17
General Conditions Summary

CMS CODE		DESCRIPTION	quantity	unit	unit rate	total	COMMENTS
PROJECT MANAGEMENT							
130003	L	Superintendent	1.00	ls	\$461,563.90	\$461,564	See GC Worksheet
130025	L	Office Staff	1.00	ls	\$546,914.05	\$546,914	See GC Worksheet
STAFF SUBTOTAL						1,008,478	
MISCELLANEOUS GENERAL CONDITIONS							
100002	X	Move Trailers in/out	1.00	ls	\$15,000.00	\$15,000	
100001	X	Office Rental Space/ Trailer	18.00	month	\$1,000.00	\$18,000	
100003	X	Clean trailers	18.00	month	\$450.00	\$8,100	
100006	X	Trailer Electricity Charges	18.00	month	\$350.00	\$6,300	
110001	X	Small Tools & Equip	18.00	allow	\$150.00	\$2,700	
110002	X	Office Furniture	1.00	ls	\$1,200.00	\$1,200	
110003	X	Office Supplies	18.00	month	\$250.00	\$4,500	
110004	X	Copy/Fax Machine/Printer	18.00	month	\$300.00	\$5,400	
120001	X	Drawings & Specs/As-builts	6.00	sets	\$250.00	\$1,500	
120003	X	Plan Grid	5.00	ea	\$1,137.50	\$5,688	650x1.75 (21 mths)=1137.50 x 5ea = 5687.50
120005	X	Permits - Construction Trailer	1.00	ls	\$0.00	\$0	No permit fee per the Town
120013	X	Pest Control - Office	6.00	each	\$60.00	\$360	
122000	X	Postage & Shipping	18.00	month	\$45.00	\$810	
140050	X	First Aid	18.00	month	\$50.00	\$900	
150001	X	Progress/Aerial Photos	18.00	month	\$150.00	\$2,700	
150004	X	CPM Setup	1.00	ls	\$750.00	\$750	
150005	X	CPM Maintenance	18.00	ea.	\$250.00	\$4,500	
160006	X	Internet Monthly	18.00	ls	\$250.00	\$4,500	
160011	X	Port-o-lets - Sanitary Facilities	18.00	month	\$175.00	\$3,150	
160012	X	Job Drink, Water, Ice	18.00	ls	\$50.00	\$900	
170008	X	Drug Testing	6.00	ea.	\$200.00	\$1,200	
MISC. GENERAL CONDITIONS SUBTOTAL						88,158	
MISCELLANEOUS GENERAL REQUIREMENTS							
	X	Chain Link Fencing & Gates	1.00	ls	\$25,000.00	\$25,000	At staging area and compound.
	X	Preconstruction Video	1.00	ls	\$12,000.00	\$12,000	
	X	Signage for Public Clarity	1.00	ls	\$5,000.00	\$5,000	
	X	Safety Materials	1.00	ls	\$1,500.00	\$1,500	
	X	QC / Survey Verification	1.00	ls	\$1,000.00	\$1,000	
	X	Dumpster for Misc. Debris	54.00	ea	\$300.00	\$16,200	
	X	Cutting Grass at Staging Area	1.00	ls	\$4,500.00	\$4,500	
	X	Street Cleaning	18.00	ea	\$750.00	\$13,500	
	X	General & Final Cleanup	1.00	ls	\$10,000.00	\$10,000	
MISC. GENERAL REQUIREMENTS SUBTOTAL						88,700	



Town of Palm Beach Undergrounding of Overhead Utilities Phase 1 - South

Town of Palm Beach

W-T GMP Budget

DATE: 6/7/17

GMP EXCEPTIONS & CLARIFICATIONS

General Clarifications

- 1 All permits required to perform the work such as City of West Palm Beach Water Utility Permit, Town of Palm
2 Beach ROW Permit, Town of Palm Beach Landscape Permit, FDOT Permit, and any required Lake Worth
3 permits, shall be obtained and paid for by the Owner outside of the scope of this contract prior to commencement
4 of the project.
- 5 Excludes any capital improvement fees, connection fees or impact fees.
- 6 Excludes any hazardous materials, asbestos removal, buried trash, or special handling of contaminated soil or
7 ground water.
- 8 Excludes any special accommodations or special work hours required to coordinate with the Presidential visits. No
9 such costs are anticipated.
- 10 The project manual described in the contract shall mean the closeout project manual which shall be updated
11 periodically and presented to the Owner upon completion of the project. The information in this manual shall be
12 as requested by the Owner.
- 13 Prices are based on reusing excavated materials for backfill. No unsuitable subsoil excavation, removal or
14 replacement is anticipated. Unsuitable soil, if encountered, shall be removed, disposed of, replaced as directed by
15 the Owner and billed to the Owner at actual direct cost.
- 16 Any necessary construction easements shall be executed so as not to delay the progress of the work.
- 17 Topsoil prior to sod placement is excluded.
- 18 Prices based on using sound attenuated diesel pumps for dewatering in lieu of electric pumps. No temporary
19 electric has been included. Subcontractors to use portable generators for power.
- 20 We have included subcontractor payment and performance bonds for all significant scopes of work.
21 No provisions for Builder's Risk related incidents, such as named storm preparation or damage, are made a part of
the schedule or budget, and are therefore excluded. Such costs are considered a reimbursable expense from the
Owner Allowance.
- The bond for the project does not include any of the Town's Direct Purchase Materials.
- All unidentified utilities in conflict with the scope of work will incur additional costs with compensation from
change order requests.
- Where it is necessary to shutdown service to residents or businesses to switch over from the existing overhead feed
to the new underground feed, reasonable notice and a projected duration will be provided to those affected. It is
assumed that those affected will make their own arrangements for these temporary losses of power. Excludes
temporary generators, hotel stays, or similar requests for these durations.
- Desilting of the existing storm drainage system is excluded.
- Excludes naming individual property owners as additional insureds.
- This GMP does not include a construction contingency. The Town has indicated that it will carry an adequate
project allowance outside of this contract. This allowance will cover such items as unsuitable below grade
materials or unforeseen below grade conditions, landscape restoration not shown on the plans, clean-up or repairs
following work performed by FPL/ATT/Comcast, dewatering permit if required, permit fees, preparation and
other costs associated with named storms or other BR incident type events, any upgrades of existing services to
meet NEC codes, and owner expense budget items. Since this allowance is carried by the Owner outside of the
GMP, costs associated with this allowance will be reimbursed to the Construction Manager through Change
Orders to the Contract.
- Excludes milling and resurfacing of the overall project area at completion.
- GMP assumes use of Phipps park for storage of material as agreed upon with Town staff.



Town of Palm Beach Undergrounding of Overhead Utilities Phase 1 - South

Town of Palm Beach

W-T GMP Budget

DATE: 6/7/17

GMP EXCEPTIONS & CLARIFICATIONS

Schedule

- 1 The attached schedule assumes a 12 month uninterrupted work duration. No special delays are assumed for 'Season'. The Town is waiving their normal restrictions for working November through May. Our Management costs have been kept to a minimum by assuming that no significant work other than FPL pole and overhead wire removal occurs after substantial completion of the overhead conversion as shown on the contract schedule. After the assumed substantial completion dates, Whiting-Turner's staff will be reduced
- 2 significantly. Any delays extending substantial completion of any of the work beyond the dates shown on the contract schedule, will require that Whiting-Turner be reimbursed for resulting extended general conditions and staffing costs.
- 3 Work hours are Monday through Friday from 9:00am to 5:00pm from December 1st through April 30th, and 8:00am to 6:00pm from May 1st through November 30th.
- 4 The schedule represents the work controlled by the Construction Manager. Should the project exceed the scheduled duration due to the involvement of entities beyond the Construction Managers control (including but not limited to FPL, ATT, & Comcast), a time extension for that work shall be issued.

Franchise Utilities

- 1 Although Whiting-Turner will coordinate with the service providers, supervision of FPL, ATT, & Comcast is excluded from Whiting-Turner's scope of work.
- 2 Comcast will furnish and install their own pedestals and vaults. One exception is noted on the plan, where the vault is shown in a sidewalk area.
- 3 All Comcast Services are excluded and will be performed separately by Comcast after the completion of this project.
Service provider material will be supplied as follows:
 - FPL will supply all materials for the electrical system (conduit, cables, switches, transformers etc.)
 - ATT Main Conduit, Vaults/ Pull Boxes, will be furnished and installed by our subcontractor under this GMP Budget. Furnishing and installation of all wire, cable, pedestals, and other material will be performed directly by
 - 4 ATT under separate agreement with the Town. An exception is a ground lead between a transformer and the ATT pedestal (when adjacent to a transformer) for ATT to use when they install their pedestal.
 - Comcast main conduit will be furnished and installed by our subcontractor under this GMP Budget. Pull Boxes, cable, wire, pedestals, and other material/ equipment will be furnished and installed directly by Comcast under separate agreement with the Town.
- 5 ATT and Comcast Service Conduit/ Private Services are excluded.
- 6 FPL's Binding Cost Estimate must be fully executed prior to release of FPL materials. Release of FPL materials must be received prior to NTP being issued. The schedule, and commitment to the subcontractors, is dependent upon timely delivery of FPL, ATT & Comcast supplied materials as per the attached schedule.
- 7 Costs for all FPL, ATT & Comcast or other service providers are paid directly by the Town to the Service providers and such costs are therefore excluded.
- 8 The construction manager shall not assume liability or warranty any work performed or supplied by FPL, ATT, Comcast, FPU and/or their subcontractors.



Town of Palm Beach Undergrounding of Overhead Utilities Phase 1 - South

Town of Palm Beach

W-T GMP Budget

DATE: 6/7/17

GMP EXCEPTIONS & CLARIFICATIONS

- Energizing new electrical systems is dependent on receiving switching orders from FPL. As such orders are beyond the control of the CMAR, any delays associated with the switching orders could impact the project. Note
- 9 that there is a lag time of about 6 to 10 weeks from when switching orders are received from FPL, the primaries and transformers are made hot, and the services are then converted. Costs that may be associated with such delays are not included.
- Existing meter cans and private residential electrical facilities are assumed to meet current NEC codes. Any costs
- 10 for bringing private electrical systems at an existing meter/ home connection up to required NEC standards shall be paid for from the Owner Allowance carried outside of the GMP.
- 11 Assume all service cut overs are to be performed during normal work hours.
- 12 Assume ATT & Comcast may be bored together.

Water Main

- We have assumed for water main deflections that swabbing and a visual inspection by the City of West Palm
- 1 Beach will be adequate disinfecting for each location. Therefore, we exclude samples and pressure testing at the deflection areas.

Street Lighting

- 1 Light Poles included in the GMP are solid aluminum in lieu of fluted as specified. Fluted pole options do not satisfy current required wind loads.
- If the Street Lighting design, permitting, and release for construction is delayed so that substantial completion of
- 2 the street lighting is extended beyond the contract schedule, then Whiting-Turner will be reimbursed for extended general conditions which are planned to be significantly reduced at that time.
- 3 Water main at Ibis Isle Bridge Crossing is excluded since the possibility has been discussed, but no direction to include this possibility has been provided.

Landscaping

- Excludes spraying for white fly, or damaged caused by white fly. Where we are installing new ficus hedges, it is
- 1 assumed that ficus were selected because that property has existing ficus, and that an adjacent property owner will incorporate spraying for white fly of the new hedges into an existing maintenance plan under their control.
- 2 Excludes lawn maintenance except within the staging area.
- 3 Assume that all new landscaping will be adequately watered from existing private systems.

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 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 a Purchase Order for Construction Phase Engineering Services for the Town-Wide Overhead Utility Undergrounding Phase 1 South, Undergrounding of the Overhead Utilities Within the City of Lake Worth Along South Ocean Boulevard, Street Lighting Upgrades from Sloan's Curve to Lake Avenue, and Drainage Improvements on Ibis Isle.

Resolution No. 094-2017

DATE: May 23, 2017

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 094-2017 approving a purchase order for Construction Phase Engineering Services to Kimley-Horn & Associates, Inc. (KHA) for the Town-Wide Overhead Utility Undergrounding Phase 1 South in the amount of \$283,880 and establishing a Construction Phase Engineering Budget of \$315,000; Undergrounding of the overhead utilities within the City of Lake Worth along South Ocean Boulevard in the amount of \$14,941 and establishing a Construction Phase Engineering Budget of \$16,500; street lighting upgrades from Sloan's Curve to Lake Avenue in the amount of \$141,511 and establishing a Construction Phase Engineering Budget of \$156,000; drainage improvements in the amount of \$56,410 and establishing a Construction Phase Engineering Budget of \$62,500; for a total purchase order of \$496,742 for the Town-Wide Overhead Utilities Undergrounding Phase 1 South, and establishing a total Construction Phase Engineering Budget of \$550,000.

GENERAL INFORMATION

The Town Council approved the Master Contract and purchase order for Task Order 1 of the Town-Wide Undergrounding Utility Program at the May 10, 2016 meeting. The first task order included the development of the Master Plan for Town-Wide Undergrounding of Utilities and the design for undergrounding utilities from Onondaga to the north end of the Town and Sloan's Curve to the southern limits of the Town (Phase 1 North and Phase 1 South). At the July 12, 2016 Town Council meeting, the Lake Worth segment of the Town-Wide undergrounding was approved.

At the April 13, 2017 Town Council meeting, Town Council approved a purchase order for Pre-Construction Management Services for Phase 1 South. Subsequently, Whiting-Turner Contracting Company (WT) has solicited bids for the work defined in the final plans and specifications and, prepared and submitted a GMP to be considered for award in an accompanying Town Council item.

To minimize disruption, and to optimize the Construction Management Services, Public Works has included all of the Capital Improvements within this geographic area that are planned for construction during this time frame. The cost for each component of construction is funded through the appropriate funding source. Therefore, since the Town-Wide Undergrounding Assessment cannot fund undergrounding outside of the Town's limits, the construction cost for the Lake Worth undergrounding portion will be funded from the Town's General Capital Fund. The street lighting upgrades from Sloan's Curve South and drainage improvements on Ibis Isle are funded through the Accelerated Capital Improvement Program (ACIP) - Phase 2. Finally, the Town-Wide Undergrounding Program funds the Town-Wide Overhead Utility Undergrounding Phase 1 South construction costs.

We have negotiated a Construction Phase Engineering Service contract with KHA in the amount of \$496,742 as summarized below. Staff recommends a Construction Phase Engineering Service contingency of ten percent (10%), resulting in a total Construction Phase Engineering Budget of \$550,000.

• Street Lighting Upgrades	\$141,511
• Drainage Improvements	\$ 56,410
• Lake Worth Utilities (A1A Only)	\$ 14,941
• Town-Wide Undergrounding	<u>\$283,880</u>
Total Purchase Order For Phase 1 South	\$496,742

The Construction Phase Engineering Services will include plan updates, shop drawing reviews, site visits, maintaining daily reports, progress photos, construction invoice oversight and review, and certification on final project construction according to design.

FUNDING/FISCAL IMPACT

Funding for the Town-Wide undergrounding portion of the project is being provided through special assessments for the Town-Wide Undergrounding of Utilities. Funding for the street lighting and drainage portions of the project are contained within the Town's Accelerated Capital Improvement Program - Phase 2. Funding for the Lake Worth Utility undergrounding along South Ocean Boulevard to be funded from the General Capital fund.

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. The Town Attorney will review the Construction Management at Risk Contract for legal form and sufficiency prior to execution by the Town Manager.

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

RESOLUTION NO. 094-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER TO KIMLEY-HORN & ASSOCIATES, INC. FOR CONSTRUCTION PHASE ENGINEERING SERVICES FOR THE TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING PHASE 1 SOUTH PROJECT AND ASSOCIATED CAPITAL IMPROVEMENTS BROKEN DOWN AS FOLLOWS: PHASE 1 SOUTH UTILITY UNDERGROUNDING IN AN AMOUNT OF \$283,880, AND ESTABLISHING A CONSTRUCTION ENGINEERING PHASE SERVICES BUDGET OF \$315,000 FROM THE TOWN-WIDE UNDERGROUNDING OF UTILITIES FUND; UNDERGROUNDING OF THE OVERHEAD UTILITIES WITHIN THE CITY OF LAKE WORTH ALONG SOUTH OCEAN BOULEVARD IN THE AMOUNT OF \$14,941 AND ESTABLISHING A CONSTRUCTION ENGINEERING PHASE SERVICES BUDGET OF \$16,500 FROM THE TOWN'S GENERAL CAPITAL FUND; STREET LIGHTING UPGRADES FROM SLOAN'S CURVE TO LAKE AVENUE IN THE AMOUNT OF \$141,511 AND ESTABLISHING A CONSTRUCTION ENGINEERING PHASE SERVICES BUDGET OF \$156,000 FROM THE ACCELERATED CAPITAL IMPROVEMENTS FUND; DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$56,410 AND ESTABLISHING A CONSTRUCTION ENGINEERING PHASE SERVICES BUDGET OF \$62,500 FROM THE ACCELERATED CAPITAL IMPROVEMENTS FUND FOR A TOTAL PURCHASE ORDER IN THE AMOUNT OF \$496,742, AND ESTABLISHING A TOTAL CONSTRUCTION PHASE ENGINEERING BUDGET OF \$550,000.

* * * * *

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 Kimley-Horn & Associates, Inc., for the projects referenced above for a total amount of \$496,742 for Construction Phase Engineering Services for the Town-Wide Overhead Utility Undergrounding Phase 1 South project and Associated Capital Improvements, and establishing a construction phase budget of \$550,000.

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 Town Council of the Town of Palm Beach this 13th day of June 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, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member



May 26, 2017

Ms. Patricia Strayer, P.E.
Town of Palm Beach
951 Old Okeechobee Road, Ste. "A"
West Palm Beach, FL 33401

RE: *Town-Wide Undergrounding of Utilities Program: Phase I Construction Phase Engineering Services*

Dear Patricia,

The Kimley-Horn and Associates, Inc. team (Kimley-Horn) is pleased to submit this proposal to the Town of Palm Beach ("TOWN") for providing engineering services related to Phase I Construction Phase Engineering Services for the Town-wide Undergrounding of Utilities Program. Our project understanding, scope of services, schedule, and fee follow.

Project Understanding

The design phase of Phase 1 North and Phase 1 South are nearing completion and the Town's Construction Managers are currently preparing the Guaranteed Maximum Prices for both the North and South sub-phases. The Town has requested that Kimley-Horn perform Construction Phase Engineering services to support the Town during the construction of both the Undergrounding and Infrastructure improvements.

It is understood that both sub-phases will be constructed concurrently and work is anticipated to begin in the summer of 2017. These two sub-phases are located at the northern tip of the island to approximately Onondaga Avenue (Phase 1 North) and from Sloan's Curve to the southern limits of Town (Phase 1 South).

It is understood that FPL, AT&T, and Comcast all have facilities on utility poles to varying degrees in both sub-phases. These poles are generally located in rear lot easements or in the public right of way. New underground infrastructure will be installed within the road rights of way and in new front lot easements to contain the new underground facilities. Once the new facilities have been installed, activated, and the services cut over, the rear lot poles and wires will be removed.

In addition to the undergrounding improvements there are also infrastructure improvements being made concurrently with the construction in both sub-phase areas. These improvements consist of the following:

Phase 1 North

- East Inlet Drive and Laurie Lane Watermain Replacement
- Onondaga Drainage Improvements

Phase 1 South

- Ibis Isle Paving and Grading Improvements
- Ibis Isle Fire Hydrant Improvements
- Street Lighting Improvements

It is further understood that the Infrastructure improvements are being paid for separately out of other non-undergrounding related budgets. Therefore, these costs have been separated accordingly. Mock-Roos and Associates, Inc. will be retained to serve as Engineer of Record for those improvements where they performed the design. Kimley-Horn will serve as Engineer of Record for the balance of the improvement items listed above with the exception of the Onondaga Drainage Improvements. For these improvements, we will perform our construction phase services as outlined in the below scope of services but the design responsibility will remain with the original design engineer.

Based on this understanding, our detailed scope of services is provided below.

Scope of Services

Kimley-Horn will perform the following services during construction, by sub-phase. A more detailed description of each of the bulleted services follows later in this proposal.

Phase 1 North

- Pre-Construction meeting attendance
- Weekly progress meeting attendance for the first 12 months and bi-weekly for the last 6 months (up to 65 meetings)
- Visits to the site including field reports and photographs (approximately 2-3 times per week during conduit/equipment installation and 1-2 times per week during demolition, up to 208 visits)
- Construction Document Clarifications and Interpretations
- Recommendations with respect to defective work
- Shop drawing review
- Payment Application and Change Order review
- Review of proposed substitutions
- Review of Testing Lab reports
- Record drawing review
- Substantial walk through and punchlist development
- Final completion walk through and applicable permit certifications

Services listed in the bulleted list above will also be performed for Watermain and Drainage Infrastructure work and will be performed concurrently with the Undergrounding construction phase services. We will perform specific site visits for pressure tests, tie-ins, and similar watermain related activities as well as for specific drainage installation activities. We will also prepare FDEP permit certification paperwork for up to one partial and one final clearance package.

Phase 1 South

- Pre-Construction meeting attendance
- Weekly progress meeting attendance for the first 14 months and bi-weekly for the last 6 months (up to 74 meetings)
- Visits to the site including field reports and photographs (approximately 2-3 times per week during conduit/equipment installation and 1-2 times per week during demolition, up to 218 visits)
- Clarifications and Interpretations
- Recommendations with respect to defective work
- Shop drawing review
- Payment Application and Change Order review
- Review of Testing Lab reports
- Record drawing review
- Substantial walk through and punchlist development
- Final completion walk through and applicable permit certifications

Services listed in the bulleted list above will also be performed for Ibis Isle Fire Hydrant Improvements, Ibis Isle Paving and Grading Improvements, and the Street Lighting Improvements and will be performed concurrently with the Undergrounding construction phase services. Kimley-Horn will engage Mock-Roos to perform construction phase services for these improvements as they are the Engineer of Record for those designs.

The following is a more detailed description of the services that will be performed for both Phase 1 North and Phase 1 South.

Pre-Construction Conference. Kimley-Horn will conduct [or attend] a Pre-Construction Conference prior to commencement of Work at the Site.

Visits to Site and Observation of Construction. Kimley-Horn will make the limited number of visits as described above in order to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during such visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep the Town informed of the general progress of the Work.

Kimley-Horn shall not, during such visits or as a result of such observations, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with applicable laws and regulations. Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Recommendations with Respect to Defective Work. Kimley-Horn will recommend to the Town that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Kimley-Horn believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Clarifications and Interpretations. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the Town as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the Town.

Change Orders. Kimley-Horn may recommend Change Orders to the Town, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Inspections and Tests. Kimley-Horn may require special inspections or tests of Contractor's work as Kimley-Horn deems appropriate, and may receive and review certificates of inspections within Kimley-Horn's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Kimley-Horn's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Kimley-Horn shall be entitled to rely on the results of such tests and the facts being certified.

Disagreements between Town and Contractor. Kimley-Horn will, if requested by the Town, render written decision on all claims of the Town and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Kimley-Horn shall be fair and not show partiality to the Town or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, Kimley-Horn will determine the amounts that Kimley-Horn recommends Contractor be paid. Such recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. In the case of unit price work, Kimley-Horn's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Substantial Completion. Kimley-Horn will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with the Town and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the Town, Kimley-Horn considers the Work substantially complete, Kimley-Horn will notify the Town and Contractor.

Final Notice of Acceptability of the Work. Kimley-Horn will conduct a final site visit with the Town to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn upon which it is entitled to rely. If the work is found to be in general accordance with the Contract Documents, Kimley-Horn will also prepare and submit applicable permit certifications for those permits that were issued for the project.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Town or extensions to the project schedule noted below, will be considered additional services and will be performed based on proposals approved prior to performance of the additional services.

Information and Services Provided by the Town

The following information and services shall be provided to Kimley-Horn by the Town:

- Access to the Project Areas

Schedule

Kimley-Horn will perform the scope of services above as expeditiously as practical to meet a mutually agreed upon schedule. It is anticipated that services will begin in late June 2017. Phase 1 North is expected to be substantially complete in January 2019 with final completion occurring by February 2019. Phase 1 South is expected to be substantially complete by March 2019 with final completion in April 2019.

Fee and Billing

Kimley-Horn will perform the scope of services for the total lump sum fees listed below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Phase 1 North Undergrounding	\$179,189
Phase 1 North Watermain Replacement	\$ 34,404
Phase 1 North Drainage Improvements	\$ 31,519
Phase 1 South Undergrounding	\$220,527
Phase 1 South Undergrounding (Lake Worth Segment)	\$ 11,607
Phase 1 South Ibis Isle Fire Hydrant Improvements	\$ 10,362
Phase 1 South Ibis Isle Paving & Grading Improvements	\$ 33,459
Phase 1 South Street Lighting Improvements	\$109,930

Kimley-Horn will attend meetings on a labor fee plus expense basis with the estimated labor and expense fees shown below. As the Infrastructure improvements are being funded by the Town through non-undergrounding related budgets, the proposed fees for meetings have been broken out proportionally to the individual construction phase scopes noted above for accounting purposes. Fees stated in this proposal have assumed that all construction phase scopes will be performed concurrently. Kimley-Horn will not exceed the total maximum labor and expense fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn retains the right to reallocate budgets amongst tasks as we deem necessary.

Phase 1 North Meeting Attendance (Undergrounding)	\$51,343
Phase 1 North Meeting Attendance (Watermain Replacement)	\$ 9,858
Phase 1 North Meeting Attendance (Drainage Improvements)	\$ 9,031
Phase 1 South Meeting Attendance (Undergrounding)	\$63,353
Phase 1 South Meeting Attendance (Undergrounding Lake Worth Segment)	\$ 3,334
Phase 1 South Meeting Attendance (Ibis Isle Fire Hydrant Improvements)	\$ 2,977
Phase 1 South Meeting Attendance (Ibis Isle Paving & Grading Improvements)	\$ 9,612
Phase 1 South Meeting Attendance (Street Lighting Improvements)	\$31,581

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Master Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc., Professional Engineering Services for the Town-Wide Undergrounding of Utilities Program RFQ No. 2016-07, which are incorporated by reference. As used in the Agreement, the term "CONSULTANT" shall refer to Kimley-Horn and Associates, Inc., and the term "TOWN" shall refer to The Town of Palm Beach.

If you concur in all the foregoing and wish to direct us to proceed with the services, please notify us by providing a purchase order for the scope and fee described above.

We appreciate the opportunity to provide these services to you. Please contact me at (561) 840-0820 or kevin.schanen@kimley-horn.com should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'K. Schanen', is positioned above the typed name.

By: Kevin Schanen, P.E.
Vice President

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TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 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 Phase 2 Engineering Design Services of the
Town-Wide Undergrounding of Utilities Program
Resolution No. 095-2017

DATE: May 31, 2017

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 095-2017, approving a purchase order for Engineering Design Services to Kimley-Horn and Associates, Inc. (KHA) for Phase 2 of the Town-Wide Undergrounding Utilities Program for \$699,640.

GENERAL INFORMATION

The Town Council approved the master contract and purchase order for Task Order 1 of the Town-Wide Undergrounding Utility Program at the May 10, 2016 meeting. The first task order included the design for undergrounding utilities from Onondaga Avenue to the northern limits of the Town, Sloan's Curve to the southern limits of the Town, and subsequently added the portion that extends through Lake Worth as Task Order 2.

KHA provided a proposal for Phase 2 of the Town-Wide Undergrounding Utility Program on May 26, 2017. The Phase 2 project areas are from Onondaga Avenue south to Osceola Way and from Sloan's Curve north to the intersection of A1A and South Ocean Boulevard. It is anticipated that the design will be completed in time for June or July 2018 start of construction.

The submitted proposal from KHA includes:

- North and South Project Area Designs
- Surveying
- Utility Base Map Design
- Conduit Routing Design
- Permitting
- Bid Phase Assistance
- Easement Assistance
- Design Meetings as Necessary

This task order will be labeled as Work Order 3 of the Master Agreement. We have negotiated the scope of work with KHA in the amount of \$699,640.

FUNDING/FISCAL IMPACT

The funding will be from the Underground Utility Fund. The fund will receive assessment revenue as well as proceeds from a Line of Credit, which will fund this contract.

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and approved as recommended. The proposed pricing is in accordance with the rates provided in the Master Agreement.

TOWN ATTORNEY REVIEW

This resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachment

cc: Jane Struder, Director of Finance
Patricia Strayer, P.E., Town Engineer
Dean Mealy, Purchasing Manager

RESOLUTION NO. 095-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER TO KIMLEY-HORN AND ASSOCIATES, INC., IN THE AMOUNT OF \$699,640 FOR PHASE 2 ENGINEERING DESIGN SERVICES OF THE TOWN-WIDE UNDERGROUNDING OF UTILITIES 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 a purchase order for Kimley-Horn and Associates, Inc. in an amount of \$699,640 for Phase 2 Engineering Design Services of the Town-Wide Undergrounding of Utilities Program.

Section 2. The Town Manager is hereby authorized to execute a purchase order on behalf of the Town of Palm Beach for these services, and is authorized to approve additional tasks, as necessary, within the budget.

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 Town Council of the Town of Palm Beach this 13th day of June 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

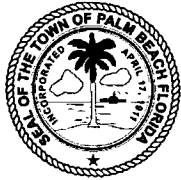
Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Susan A. Owens, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member



TOWN OF PALM BEACH

MEMORANDUM

DATE: May 30, 2017

TO: H. Paul Brazil, Public Works Director

FROM: Dean Mealy, Purchasing Manager 

SUBJECT: Final Ranking - RFQ No. 2017-28 – Peer Review of Town of Palm Beach Town-Wide Undergrounding Master Plan

The Selection Committee met on May 24, 2017. All members of the committee and advisors listed below were present:

Selection Committee Members -

Patricia Strayer, P.E. – Town Engineer
Jay Boodheshwar – Deputy Town Manager
Jane Struder – Director of Finance
Margaret Zeidman – Town Council Member
Susan Gary – Underground Utilities Task Force Member

Advisors and Facilitators (Non-Voting) -

Tom Bradford – Town Manager
Dean Mealy – Purchasing Manager
Duke Basha – Assistant Purchasing Manager
John Cmar – Purchasing Coordinator

The Town received two (2) proposals. After thorough consideration of the proposals submitted, the Selection Committee arrived at the following ranking:

1. Patterson & Dewar Engineers, Inc.
2. Cribb Philbeck Weaver Group, Inc.

It is the recommendation of the Selection Committee to negotiate a contract with Patterson & Dewar Engineers, Inc., for the Peer Review of Town of Palm Beach Town-Wide Undergrounding Master Plan.

Cc: File: RFQ No. 2017-28
John Randolph, Town Attorney
Selection Committee Members

RESOLUTION NO. 096-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER TO PATTERSON & DEWAR ENGINEERS IN THE AMOUNT NOT-TO-EXCEED \$100,000 FOR THE PEER REVIEW OF TOWN-WIDE UNDERGROUND UTILITIES MASTER PLAN.

* * * * *

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 for Patterson & Dewar Engineers, in an amount not-to-exceed \$100,000 for the Peer Review of the Town-Wide Underground Utilities Master Plan with said funding to be provided by the Palm Beach Civic Association.

Section 2. The Town Manager is hereby authorized to execute a purchase order on behalf of the Town of Palm Beach for this task, and is authorized to approve additional tasks, as necessary, within budget.

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 13th day of June 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, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member

SELECTION COMMITTEE RANKINGS

Committee Member		Patricia Strayer	Jay Boodheshwar	Jane Struder	Margaret Zeidman	Susan Gary	Total
Company		Rating	Rating	Rating	Rating	Rating	Average Rating
1	Patterson & Dewar Engineers, Inc.	3.20	3.78	3.85	4.20	3.05	3.62
2	Cribb Philbeck Weaver Group, Inc.	2.40	2.15	2.50	0.95	0.70	1.74

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 2017

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

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

RE: Approve Funding for Direct Costs to Florida Power and Light, Comcast and AT&T for the Town-Wide Overhead Utility Undergrounding Phase 1 North and South
Resolution No. 089-2017

DATE: May 26, 2017

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 089-2017 approving funding for the Franchise Utilities direct costs for Florida Power and Light (FPL) for \$1,404,485, Comcast for \$155,206.81, and AT&T for \$425,611.79 for the Town-Wide Overhead Utility Undergrounding Phase 1- North and South.

GENERAL INFORMATION

The Town Council approved the Master Contract and purchase order for Task Order 1 of the Town-Wide Undergrounding Utility Program at the May 10, 2016 meeting. The first task order included the development of the Master Plan for Town-Wide Undergrounding of Utilities and the design for undergrounding utilities from Onondaga to the north end of the Town and Sloan's Curve to the southern limits of the Town. At the July 12, 2016 Town Council meeting, the Lake Worth segment of the Town-Wide Undergrounding was approved. At the April 13, 2017 Town Council meeting, Town Council approved a purchase order for Pre-Construction Management Services for Phase 1 South and North. In two (2) companion Town Council memos, staff is requesting approval of the Construction Managers at Risk contracts for the Phase I South and Phase 1 North. The Construction Manager at Risk contracts do not include the Direct Franchise Utility Cost. However, these costs were accounted for in the overall estimate. The Franchise Utility Costs for FPL, Comcast and AT&T are as follows:

Phase 1-North	
FPL	\$107,479.00
Comcast	\$100,000.00
AT&T	\$269,297.44
Phase 1-North Total:	\$476,776.44

Phase 1-South

FPL	\$1,297,006.00
Comcast	\$ 55,206.81
AT&T	\$ 156,314.35
Phase 1-South Total:	\$1,508,527.16

FUNDING/FISCAL IMPACT

The funding for the Direct Franchise Utilities in the amount of \$1,850,969.79 will be available from the Underground Utility Fund. The fund will receive assessment revenue, as well as proceeds from a Line of Credit, which will fund this contract. Funding for Direct Franchise Utilities in the amount of \$134,333.81 for the Lake Worth Utility undergrounding along South Ocean Boulevard to be funded from a transfer from the Capital Improvement Fund.

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. The Town Attorney will review the Construction Management at Risk Contract for legal form and sufficiency prior to execution by the Town Manager.

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

RESOLUTION NO. 089-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING FUNDING FOR THE TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING PHASE 1 - NORTH AND SOUTH DIRECT COSTS TO FLORIDA POWER & LIGHT IN THE AMOUNT OF \$1,404,485, COMCAST IN THE AMOUNT OF \$155,206.81, AND AT&T IN THE AMOUNT OF \$425,611.79 AND, ESTABLISHING A TOTAL FRANCHISE UTILITY CONSTRUCTION BUDGET OF \$1,985,303.60.

* * * * *

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 funding for the Direct Franchise Utility Costs in the amount of \$1,850,969.79, for the Town-Wide Overhead Utility Undergrounding Phase 1 North and South and funding for the Direct Franchise Utility Costs associated with the Lake Worth Undergrounding in the amount of \$134,333.81.

Section 2. The Town Manager is hereby authorized to execute the franchise funding requests 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 13th day of June 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, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Consideration of a Change in Date to the Town Caucus or Municipal Election Day

Jay Boodheshwar, Deputy Town Manager

Presenter

ATTACHMENTS:

- ▣ **Memo - Election**
- ▣ **Exhibit A - 101.62 Statutes**
- ▣ **Exhibit B - Section 5.03 TC**
- ▣ **Exhibit C - Section 3.03 TC**
- ▣ **Exhibit D - Section 166.021**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Town of Palm Beach Elections

Date: June 1, 2017

STAFF RECOMMENDATION

Staff is seeking direction from Town Council regarding how to address an issue that has 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.

GENERAL INFORMATION

Pursuant to F.S. 101.62 (4) (a) (Request for Vote-by-Mail Ballots) (attached as Exhibit A), the Supervisor of Elections Office shall send a vote-by-mail ballot to each absent uniformed 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. This went into effect in 2007.

The Town's Charter at Section 5.03 (attached as Exhibit B) 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 second, by at least two 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 petitions 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.

The Charter also provides at Section 3.03 (attached as Exhibit C) that the Town Council members shall be elected at the general election held on the first Tuesday after the first Monday of February in each year in the manner provided in Article V of the Charter, and shall be elected for two year terms.

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 she needs approximately 60 days before the election to prepare the ballot and send it overseas to any requestor in order to meet the deadline.

The Town's options are to either to move up the qualifying period for the Town Caucus to mid-December, or move the election date to March and have a uniform election date with Palm Beach County. If the election date moves to March, then the Caucus would remain the first Tuesday in January. Consideration should be given to the fact that if the Town changes its election date to the uniform election date in Palm Beach County, the costs of the election can be shared pro rata with other municipalities that hold their elections on the uniform election date.

Applicable Dates for both scenarios:

- February Election Date:
Caucus: December 5, 2017
Election Day: February 6, 2018
- March Election Date:
Caucus: January 2, 2018
Election Day: March 13, 2018

Section 166.021(4), Florida Statutes, provides that the Town Charter can be amended to revise the election date and/or qualifying periods through an ordinance approved by the Town Council. No referendum is required to change the election dates or the qualifying periods set forth in the Town Charter.

TOWN ATTORNEY REVIEW

This item has been reviewed by the Town Attorney who has confirmed that the conflict exists and needs to be addressed so that Town's regulations are in compliance with Florida State Statutes.

cc: John C. Randolph, Town Attorney
Gwendolynn Peirce, Acting Town Clerk

Select Year: 2016 ▼ Go

The 2016 Florida Statutes

Title IX

ELECTORS AND ELECTIONS

Chapter 101

VOTING METHODS AND PROCEDURE

[View Entire Chapter](#)

101.62 Request for vote-by-mail ballots.—

(1)(a) The supervisor shall accept a request for a vote-by-mail ballot from an elector in person or in writing. One request shall be deemed sufficient to receive a vote-by-mail ballot for all elections through the end of the calendar year of the second ensuing regularly scheduled general election, unless the elector or the elector's designee indicates at the time the request is made the elections for which the elector desires to receive a vote-by-mail ballot. Such request may be considered canceled when any first-class mail sent by the supervisor to the elector is returned as undeliverable.

(b) The supervisor may accept a written or telephonic request for a vote-by-mail ballot to be mailed to an elector's address on file in the Florida Voter Registration System from the elector, or, if directly instructed by the elector, a member of the elector's immediate family, or the elector's legal guardian; if the ballot is requested to be mailed to an address other than the elector's address on file in the Florida Voter Registration System, the request must be made in writing and signed by the elector. However, an absent uniformed service voter or an overseas voter seeking a vote-by-mail ballot is not required to submit a signed, written request for a vote-by-mail ballot that is being mailed to an address other than the elector's address on file in the Florida Voter Registration System. For purposes of this section, the term "immediate family" has the same meaning as specified in paragraph (4)(c). The person making the request must disclose:

1. The name of the elector for whom the ballot is requested.
2. The elector's address.
3. The elector's date of birth.
4. The requester's name.
5. The requester's address.
6. The requester's driver license number, if available.
7. The requester's relationship to the elector.
8. The requester's signature (written requests only).

(c) Upon receiving a request for a vote-by-mail ballot from an absent voter, the supervisor of elections shall notify the voter of the free access system that has been designated by the department for determining the status of his or her vote-by-mail ballot.

(2) A request for a vote-by-mail ballot to be mailed to a voter must be received no later than 5 p.m. on the sixth day before the election by the supervisor of elections. The supervisor of elections shall mail vote-by-mail ballots to voters requesting ballots by such deadline no later than 4 days before the election.

(3) For each request for a vote-by-mail ballot received, the supervisor shall record the date the request was made, the date the vote-by-mail ballot was delivered to the voter or the voter's designee or the date the vote-by-mail ballot was delivered to the post office or other carrier, the date the ballot was received by the supervisor, the absence of the voter's signature on the voter's certificate, if applicable, and such other information he or she may deem necessary. This information shall be provided in electronic format as provided by rule adopted by the division. The information shall be updated and made available no later than 8 a.m. of each day, including weekends, beginning 60 days before the primary until 15 days after the general election and shall be contemporaneously provided to the division. This information shall be confidential and exempt from s. 119.07(1) and shall be made

available to or reproduced only for the voter requesting the ballot, a canvassing board, an election official, a political party or official thereof, a candidate who has filed qualification papers and is opposed in an upcoming election, and registered political committees for political purposes only.

(4)(a) No later than 45 days before each presidential preference primary election, primary election, and general election, the supervisor of elections shall send a vote-by-mail ballot as provided in subparagraph (c)2. to each absent uniformed services voter and to each overseas voter who has requested a vote-by-mail ballot.

(b) The supervisor of elections shall mail a vote-by-mail ballot to each absent qualified voter, other than those listed in paragraph (a), who has requested such a ballot, between the 35th and 28th days before the presidential preference primary election, primary election, and general election. Except as otherwise provided in subsection (2) and after the period described in this paragraph, the supervisor shall mail vote-by-mail ballots within 2 business days after receiving a request for such a ballot.

(c) The supervisor shall provide a vote-by-mail ballot to each elector by whom a request for that ballot has been made by one of the following means:

1. By nonforwardable, return-if-undeliverable mail to the elector's current mailing address on file with the supervisor or any other address the elector specifies in the request.

2. By forwardable mail, e-mail, or facsimile machine transmission to absent uniformed services voters and overseas voters. The absent uniformed services voter or overseas voter may designate in the vote-by-mail ballot request the preferred method of transmission. If the voter does not designate the method of transmission, the vote-by-mail ballot shall be mailed.

3. By personal delivery before 7 p.m. on election day to the elector, upon presentation of the identification required in s. 101.043.

4. By delivery to a designee on election day or up to 5 days prior to the day of an election. Any elector may designate in writing a person to pick up the ballot for the elector; however, the person designated may not pick up more than two vote-by-mail ballots per election, other than the designee's own ballot, except that additional ballots may be picked up for members of the designee's immediate family. For purposes of this section, "immediate family" means the designee's spouse or the parent, child, grandparent, or sibling of the designee or of the designee's spouse. The designee shall provide to the supervisor the written authorization by the elector and a picture identification of the designee and must complete an affidavit. The designee shall state in the affidavit that the designee is authorized by the elector to pick up that ballot and shall indicate if the elector is a member of the designee's immediate family and, if so, the relationship. The department shall prescribe the form of the affidavit. If the supervisor is satisfied that the designee is authorized to pick up the ballot and that the signature of the elector on the written authorization matches the signature of the elector on file, the supervisor shall give the ballot to that designee for delivery to the elector.

5. Except as provided in s. 101.655, the supervisor may not deliver a vote-by-mail ballot to an elector or an elector's immediate family member on the day of the election unless there is an emergency, to the extent that the elector will be unable to go to his or her assigned polling place. If a vote-by-mail ballot is delivered, the elector or his or her designee shall execute an affidavit affirming to the facts which allow for delivery of the vote-by-mail ballot. The department shall adopt a rule providing for the form of the affidavit.

(5) If the department is unable to certify candidates for an election in time to comply with paragraph (4)(a), the Department of State is authorized to prescribe rules for a ballot to be sent to absent uniformed services voters and overseas voters.

(6) Only the materials necessary to vote by mail may be mailed or delivered with any vote-by-mail ballot.

History.—s. 2, ch. 7380, 1917; RGS 369; CGL 430; s. 1, ch. 25385, 1949; s. 5, ch. 26870, 1951; s. 32, ch. 28156, 1953; s. 21, ch. 29934, 1955; s. 2, ch. 59-213; s. 32, ch. 65-380; s. 1, ch. 67-33; s. 2, ch. 69-136; s. 4, ch. 69-280; s. 2, ch. 70-93; ss. 1, 2, ch. 71-149; s. 5, ch. 73-157; s. 39, ch. 73-333; s. 2, ch. 75-174; s. 21, ch. 77-175; s. 40, ch. 79-400; s. 2, ch. 83-16; s. 6, ch. 83-251; s. 1, ch. 85-226; s. 4, ch. 86-199; s. 4, ch. 87-363; s. 2, ch. 87-538; s. 28, ch. 89-338; s. 20, ch. 90-360; s. 587, ch. 95-147; s. 3, ch. 96-57; s. 25, ch. 96-406; s. 13, ch. 98-129; s. 32, ch. 99-2; s. 6, ch. 99-140; s. 52, ch. 2001-40; s. 5, ch. 2001-75; s. 18, ch. 2003-415; s. 6, ch. 2004-33; s. 43, ch. 2005-277; s. 37, ch. 2005-278; s. 16, ch. 2005-286; s. 30, ch. 2007-30; s. 7, ch. 2010-167; s. 37, ch. 2011-40; s. 17, ch. 2013-37; s. 11, ch. 2013-57; s. 16, ch. 2016-37.

Note.—Former s. 101.02.

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 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.

(Ord. No. 21-08, § 1, 8-12-08)

Sec. 3.03. - Town Council: Election and Terms.

Two (2) Town Council members shall be elected at the general election held on the first Tuesday after the first Monday of February in each odd-numbered year, and three (3) Town Council members shall be elected at the general election to be held on the first Tuesday after the first Monday of February in each even numbered year, all in the manner provided in Article V of this Charter, and shall be elected for two-year terms.

(Ord. No. 18-99, § 1, 12-14-99)

Select Year:

The 2016 Florida Statutes

[Title XII](#)
MUNICIPALITIES

[Chapter 166](#)
MUNICIPALITIES

[View Entire Chapter](#)

166.021 Powers.—

(1) As provided in s. 2(b), Art. VIII of the State Constitution, municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law.

(2) “Municipal purpose” means any activity or power which may be exercised by the state or its political subdivisions.

(3) The Legislature recognizes that pursuant to the grant of power set forth in s. 2(b), Art. VIII of the State Constitution, the legislative body of each municipality has the power to enact legislation concerning any subject matter upon which the state Legislature may act, except:

(a) The subjects of annexation, merger, and exercise of extraterritorial power, which require general or special law pursuant to s. 2(c), Art. VIII of the State Constitution;

(b) Any subject expressly prohibited by the constitution;

(c) Any subject expressly preempted to state or county government by the constitution or by general law; and

(d) Any subject preempted to a county pursuant to a county charter adopted under the authority of ss. 1(g), 3, and 6(e), Art. VIII of the State Constitution.

(4) The provisions of this section shall be so construed as to secure for municipalities the broad exercise of home rule powers granted by the constitution. It is the further intent of the Legislature to extend to municipalities the exercise of powers for municipal governmental, corporate, or proprietary purposes not expressly prohibited by the constitution, general or special law, or county charter and to remove any limitations, judicially imposed or otherwise, on the exercise of home rule powers other than those so expressly prohibited. However, nothing in this act shall be construed to permit any changes in a special law or municipal charter which affect the exercise of extraterritorial powers or which affect an area which includes lands within and without a municipality or any changes in a special law or municipal charter which affect the creation or existence of a municipality, the terms of elected officers and the manner of their election except for the selection of election dates and qualifying periods for candidates and for changes in terms of office necessitated by such changes in election dates, the distribution of powers among elected officers, matters prescribed by the charter relating to appointive boards, any change in the form of government, or any rights of municipal employees, without approval by referendum of the electors as provided in s. [166.031](#). Any other limitation of power upon any municipality contained in any municipal charter enacted or adopted prior to July 1, 1973, is hereby nullified and repealed.

(5) All existing special acts pertaining exclusively to the power or jurisdiction of a particular municipality except as otherwise provided in subsection (4) shall become an ordinance of that municipality on the effective date of this act, subject to modification or repeal as other ordinances.

(6) The governing body of a municipality may require that any person within the municipality demonstrate the existence of some arrangement or contract by which such person will dispose of solid waste in a manner consistent with the ordinances of the county or municipality or state or federal law. For any person who will produce special wastes or biomedical waste, as the same may be defined by state or federal law or county or city ordinance, the municipality may require satisfactory proof of a contract or similar arrangement by which special or biomedical wastes will be collected by a qualified and duly licensed collector and disposed of in accordance with the laws of Florida or the Federal Government.

(7) Entities that are funded wholly or in part by the municipality, at the discretion of the municipality, may be required by the municipality to conduct a performance audit paid for by the municipality. An entity shall not be considered as funded by the municipality by virtue of the fact that such entity utilizes the municipality to collect taxes, assessments, fees, or other revenue. If an independent special district receives municipal funds pursuant to a contract or interlocal agreement for the purposes of funding, in whole or in part, a discrete program of the district, only that program may be required by the municipality to undergo a performance audit.

(8)(a) The Legislature finds and declares that this state faces increasing competition from other states and other countries for the location and retention of private enterprises within its borders. Furthermore, the Legislature finds that there is a need to enhance and expand economic activity in the municipalities of this state by attracting and retaining manufacturing development, business enterprise management, and other activities conducive to economic promotion, in order to provide a stronger, more balanced, and stable economy in the state, to enhance and preserve purchasing power and employment opportunities for the residents of this state, and to improve the welfare and competitive position of the state. The Legislature declares that it is necessary and in the public interest to facilitate the growth and creation of business enterprises in the municipalities of the state.

(b) The governing body of a municipality may expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose. The provisions of this chapter which confer powers and duties on the governing body of a municipality, including any powers not specifically prohibited by law which can be exercised by the governing body of a municipality, shall be liberally construed in order to effectively carry out the purposes of this subsection.

(c) For the purposes of this subsection, it constitutes a public purpose to expend public funds for economic development activities, including, but not limited to, developing or improving local infrastructure, issuing bonds to finance or refinance the cost of capital projects for industrial or manufacturing plants, leasing or conveying real property, and making grants to private enterprises for the expansion of businesses existing in the community or the attraction of new businesses to the community.

(d) A contract between the governing body of a municipality or other entity engaged in economic development activities on behalf of the municipality and an economic development agency must require the agency or entity receiving municipal funds to submit a report to the governing body of the municipality detailing how the municipal funds are spent and detailing the results of the economic development agency's or entity's efforts on behalf of the municipality. By January 15, 2011, and

annually thereafter, the municipality shall file a copy of the report with the Office of Economic and Demographic Research and post a copy of the report on the municipality's website.

(e)1. By January 15, 2011, and annually thereafter, each municipality having annual revenues or expenditures greater than \$250,000 shall report to the Office of Economic and Demographic Research the economic development incentives in excess of \$25,000 given to any business during the municipality's previous fiscal year. The Office of Economic and Demographic Research shall compile the information from the municipalities into a report and provide the report to the President of the Senate, the Speaker of the House of Representatives, and the Department of Economic Opportunity. Economic development incentives include:

a. Direct financial incentives of monetary assistance provided to a business from the municipality or through an organization authorized by the municipality. Such incentives include, but are not limited to, grants, loans, equity investments, loan insurance and guarantees, and training subsidies.

b. Indirect incentives in the form of grants and loans provided to businesses and community organizations that provide support to businesses or promote business investment or development.

c. Fee-based or tax-based incentives, including, but not limited to, credits, refunds, exemptions, and property tax abatement or assessment reductions.

d. Below-market rate leases or deeds for real property.

2. A municipality shall report its economic development incentives in the format specified by the Office of Economic and Demographic Research.

3. The Office of Economic and Demographic Research shall compile the economic development incentives provided by each municipality in a manner that shows the total of each class of economic development incentives provided by each municipality and all municipalities.

(f) This subsection does not limit the home rule powers granted by the State Constitution to municipalities.

(9)(a) As used in this subsection, the term:

1. "Authorized person" means a person:

a. Other than an officer or employee, as defined in this paragraph, whether elected or commissioned or not, who is authorized by a municipality or agency thereof to incur travel expenses in the performance of official duties;

b. Who is called upon by a municipality or agency thereof to contribute time and services as consultant or advisor; or

c. Who is a candidate for an executive or professional position with a municipality or agency thereof.

2. "Employee" means an individual, whether commissioned or not, other than an officer or authorized person as defined in this paragraph, who is filling a regular or full-time authorized position and is responsible to a municipality or agency thereof.

3. "Officer" means an individual who, in the performance of his or her official duties, is vested by law with sovereign powers of government and who is either elected by the people, or commissioned by the Governor and who has jurisdiction extending throughout the municipality, or any person lawfully serving instead of either of the foregoing two classes of individuals as initial designee or successor.

4. "Traveler" means an officer, employee, or authorized person, when performing travel authorized by a municipality or agency thereof.

(b) Notwithstanding s. 112.061, the governing body of a municipality or an agency thereof may provide for a per diem and travel expense policy for its travelers which varies from the provisions of s. 112.061. Any such policy provided by a municipality or an agency thereof on January 1, 2003, shall be

valid and in effect for that municipality or agency thereof until otherwise amended. A municipality or agency thereof that provides any per diem and travel expense policy pursuant to this subsection shall be deemed to be exempt from all provisions of s. [112.061](#). A municipality or agency thereof that does not provide a per diem and travel expense policy pursuant to this subsection remains subject to all provisions of s. [112.061](#).

(c) Travel claims submitted by a traveler in a municipality or agency thereof which is exempted from the provisions of s. [112.061](#), pursuant to paragraph (b), shall not be required to be sworn to before a notary public or other officer authorized to administer oaths, but any claim authorized or required to be made under any per diem and travel expense policy of a municipality or agency thereof must contain a statement that the expenses were actually incurred by the traveler as necessary travel expenses in the performance of official duties and shall be verified by a written declaration that it is true and correct as to every material matter; and any person who willfully makes and subscribes any such claim that he or she does not believe to be true and correct as to every material matter, or who willfully aids or assists in, or procures, counsels, or advises the preparation or presentation of such a claim that is fraudulent or is false as to any material matter, whether or not such falsity or fraud is with the knowledge or consent of the person authorized or required to present such claim, commits a misdemeanor of the second degree, punishable as provided in s. [775.082](#) or s. [775.083](#). Whoever receives an allowance or reimbursement by means of a false claim is civilly liable in the amount of the overpayment for the reimbursement of the public fund from which the claim was paid.

History.—s. 1, ch. 73-129; s. 1, ch. 77-174; s. 2, ch. 90-332; s. 2, ch. 92-90; s. 2, ch. 93-207; s. 2, ch. 94-332; s. 1, ch. 95-178; s. 1, ch. 98-37; s. 1, ch. 2003-125; s. 2, ch. 2010-147; s. 22, ch. 2011-34; s. 60, ch. 2011-142; s. 3, ch. 2011-143.

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Discussion of Term Limits for Remainder of All Town Boards and Commissions

Margaret A. Zeidman, Town Council Member

Presenter

ATTACHMENTS:

- ▣ **Memo - Term Limits Discussion**
- ▣ **Attachment - Board and Committee Terms**

TOWN OF PALM BEACH

Information for Town Council Meeting on June 13, 2017

To: Mayor and Town Council

From: Thomas G Bradford, Town Manager

Re: Discussion on Term Limits for Remainder of all Town Boards and Commissions

Date: June 7, 2017

STAFF RECOMMENDATION

Staff recommends that the Town Council discuss the matter of term limits and ascertain whether there are any other boards and commissions you may wish to impose term limits upon.

GENERAL INFORMATION

This item was deferred from the April 13, 2017 and May 9, 2017 Town Council Meetings. Margaret Zeidman, Town Council member, has requested that the Town Council discuss term limits for the remainder of all town boards and commissions for potential consistency, but knowing that there may be good reason for not having term limits for some standing boards and commissions. At the May 9, 2017 meeting, it was determined that the Council would no longer discuss imposing term limits on the Public Employees Relations Commission.

The standing board and committee of the Town that do not have term limits are the:

- Investment Advisory Committee
- Retirement Board of Trustees

Attached is a matrix which depicts the two abovementioned board and committee, the current members of those bodies and the terms that those members have served.

Attachment

Board or Commission	Member Name (Last, First)	Term Start	Current Term Expiration	Past terms served	Duration of Term	Appointment Requirements
Investment Advisory Committee	Andrews, Michael	May 2002	May 2019	8 Terms	2 year term	Must be Town resident and have investment experience
Investment Advisory Committee	Panfel, Bernard	May 2004	May 2018	7 Terms	2 year term	Must be Town resident and have investment experience
Investment Advisory Committee	McClusky, Kevin	May 2011	May 2019	4 Terms	2 year term	Must be Town resident and have investment experience
Investment Advisory Committee	Storkerson, Chris	May 2013	May 2019	3 Terms	2 year term	Must be Town resident and have investment experience
Investment Advisory Committee	Frazier, Andrew	May 2016	May 2018	n/a	2 year term	Must be Town resident and have investment experience
Retirement Board	Amling, Jeffrey	April 2016	March 2019	n/a	3 year term	Town Resident
Retirement Board	Bradford, Thomas (ex-officio)	n/a	n/a	n/a	Serves for duration of employment as Town Manager	Serves ex-officio as Town Manager
Retirement Board	Carter, C. Edward	April 2017	March 2020	n/a	3 year term	Town Resident
Retirement Board	Goldsmith, C. Gerald	2002	March 2020	5 Terms	3 year term	Town Resident
Retirement Board	Kaufman, Bradford	April 2015	March 2019	n/a	3 year term	Town Resident
Retirement Board	Madison, Brett	2001	March 2018	5 terms	3 year term	Employee Elected by the General Employees
Retirement Board	Marx, Michael	2014	March 2020	3 years	3 year term	Employee Elected by the Fire Employees
Retirement Board	Stanton, Daniel	April 2015	March 2018	2 years	3 year term	Town Resident
Retirement Board	Wilkinson, Daniel	2014	March 2019	3 years	3 year term	Employee Elected by the Police Group

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Coastal Update:

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

a. Shoreline Condition Update

b. Approving a Public Beach Access Agreement as the Template to be Used for Proposed Improvements to Public Beach Access Points and for Renewal of All Existing Public Beach Access Agreements Upon Annual Renewal of Same.

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

Presenter

ATTACHMENTS:

- ▣ **b. Memorandum dated May 31, 2017, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **b. Agreement Template**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 2017

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

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

RE: Approving a Public Beach Access Agreement as the Template to be Used for Proposed Improvements to Public Beach Access Points and for Renewal of All Existing Public Beach Access Agreements Upon Annual Renewal of Same

DATE: May 31, 2017

STAFF RECOMMENDATION

Town staff recommends that Town Council adopt the proposed process and the installation, maintenance and removal agreement to provide a structured approach to the use and improvements of public beach accesses.

GENERAL INFORMATION

The Public Works Committee was referred this topic for its March 31, 2017 meeting, and the topic was presented for the Town Council consideration at last month's meeting on May 9, 2017. The following is a recap of the process that was presented at that meeting.

The proposed process to review and approve any local (neighborhood) improvements to the Town's public beach accesses would include the following elements:

- A majority of residents on any given street or neighborhood would need to agree with the proposed improvements, as documented by a signed petition.
- The residents by entering into an agreement to perform these improvements understand that the full cost of planning, designing, constructing and maintaining them would be borne by the residents' group requesting the improvements.
- The use of a professional design consultant is required at the residents' expense to prepare such plans, specifications, permit drawings, or other documentation as deemed necessary by the Town to define the project and improvements being sought.
- The project will be reviewed by Town staff, and bids solicited in accordance with the Town's purchasing guidelines.
- The project to construct the improvements will be managed by Town staff, and a contractor hired by the Town. The Town shall have final approval regarding the scope of work, as well as procurement, scheduling and construction of the project.
- Donations from the residents' group shall be made sufficient to cover the project costs.
- The maintenance of all installed landscaping and site improvements shall be the residents' responsibility.

- The use of the public beach access shall remain for the benefit of the general public and no private use of it is expressed or implied by the accomplishment of the improvements. Proper signage shall be required to adequately designate its public use.
- The Town reserves the right to use the public beach access for its use for any future need deemed necessary in the Town's interests. As stipulated in the agreement, the removal of said improvements if necessary and the restoration of same shall be at the residents' group expense.
- A condition of the agreement also includes a hold harmless provision for the Town by the residents' group against any claims or damages resulting from the use of the property or the terms and conditions of the agreement itself.

The attached generic agreement is provided as a template to be used for any future requests and renewals of existing agreements. All existing beach access agreements will be revised to match this adopted template, with written notice from Public Works in advance of expiration of the existing agreement or extension of the renewal thereof.

FUNDING/FISCAL IMPACT

There is no funding or fiscal impact related to this item.

TOWN ATTORNEY REVIEW

This agreement has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachments

cc: Eric B. Brown, P.E., Assistant Director of Public Works
Brett Madison, Facilities Division Manager
Robert Weber, Coastal Program Manager

(INSERT LOCATION HERE) BEACH ACCESS

INSTALLATION, REMOVAL AND MAINTENANCE AGREEMENT

This agreement, made and entered into this _____ day of _____, 2017, by and between the (Resident Group's Name) and Mr./Mrs. _____, residents of (Location) in the Town of Palm Beach, Palm Beach County, FL., whose mailing address is _____, Palm Beach, FL 33480, herein after referred to as the "(Resident Group's Name)", and the Town of Palm Beach, a municipal corporation, which has a mailing address of 360 South County RD., Palm Beach, FL 33480, hereinafter referred to as "TOWN", in consideration for mutual benefits to be derived from landscaping/site improvements and maintenance of the Town's beach access at (Location), hereinafter referred to as "BEACH ACCESS".

WHEREAS, the (Resident Group's Name) has requested that certain improvements be made to the Town's right-of-way and beach access located at the terminating point of (Location); and

WHEREAS, the Town is willing to allow for said improvements subject to the conditions stated herein; and

WHEREAS, the (Resident Group's Name) understands that this property is a public beach access and that said access is used by the Town for access of vehicles, heavy equipment, or materials to accomplish necessary coastal management maintenance or construction serving the public interest; and

WHEREAS, applicants/residents acknowledge, in requesting these improvements that residents shall be fully responsible for the costs of said improvements and the maintenance of same; and

WHEREAS, the (Resident Group's Name) understands that the Town has the right to remove said improvements at any time in its sole discretion.

NOW, THEREFORE, the parties hereby agree as follows:

Per approval of the Town Council at their meeting of _____, 2017, landscape and site improvements at the subject property are to be completed in accordance with a mutually agreeable plan (as indicated in the attached project plans and specifications). Such plan shall be developed by a professional licensed consultant retained by the (Resident Group's Name), experienced in such work, and the consultant shall also participate as needed in any meetings or permit applications as may be required by the Town or the Florida Department of Environmental Protection (FDEP).

The resulting project plans and specifications shall be provided to the Town staff during the design development to afford opportunities for review and comment as required. These plans and specifications shall be of sufficient detail and clarity to allow the Town to solicit bids for the work in accordance with the Town's public purchasing guidelines, policies and procedures. The contractor selected will enter into a contract with the Town, and shall be able to meet all

permitting, insurance and construction requirements as defined by the bid documents and contract. The (Resident Group's Name) will be responsible for raising donations in the amount necessary to fund the complete and usable landscape and site improvements project as defined above.

The Town agrees to provide the project management and oversight by Town staff, which shall have the final approval in the scope of the work, as well as procurement, scheduling and construction of said project. The Town also agrees to pursue any necessary FDEP coastal construction permits associated with the approved project scope and plans/specifications. During construction, the project site may be closed to the public at the Town's discretion in the interest of safety and security.

Upon accomplishment of the installation of all approved landscape and site improvements associated with the project by the contractor, the Town will notify the (Resident Group's Name) of the final completion and allow use again by the public. Such use shall not be limited in any way to the general public, and no private use of the beach access is expressed or implied by the accomplishment of this project. If the project scope includes any fencing, gate or other barrier adjacent to North Ocean Boulevard, such entrance shall include the proper signs posted to indicate the property as a public beach access.

The maintenance of all installed landscaping/site improvements shall be the responsibility of the (Resident Group's Name), including but not limited to hardscape, landscape, plumbing, irrigation, retaining structures, and stairs. This maintenance responsibility shall also include the payment of any utilities (water, etc.) used on the property.

The Town reserves the right to use the property for any future need deemed necessary in the Town's interests. For example, in the event the Town needs access to the beach for heavy machinery use, the Town shall require the removal of the landscape/site improvements as required, at the (Resident Group's Name) expense. The restoration of the beach access to its pre-existing condition after the required work is complete, shall also be at the (Resident Group's Name) expense if so desired. Should the (Resident Group's Name) choose not to restore the beach access to its pre-existing condition, then the Town may restore the public beach access in any manner it chooses.

In the event the (Resident Group's Name) does not meet their responsibilities or obligations under this agreement, the Town will be under no further obligation to comply with the terms of this agreement. This agreement may be renewed annually. If either party chooses not to renew this agreement, they shall provide the other party thirty (30) days notice of same prior to the anniversary date of this agreement. This agreement may be revised or modified in the future, subject to terms and conditions mutually agreed upon.

As a condition of this agreement, the (Resident Group's Name) shall save protect, defend, and hold harmless the Town, its officers, employees, agents, and representatives against any claims or damages, including claims for attorney fees asserted or made by third parties resulting from the terms and conditions of this agreement or the use of the property covered hereunder for the purposes stated herein.

Signed, sealed, acknowledged on this ____ day of _____ 2017.

Original Signature of Witness

Authorized Representative for
(Resident Group's Name)

Typed/Printed Name of Witness

TOWN OF PALM BEACH

Original Signature of Witness

Thomas G. Bradford, Town Manager

Typed/Printed Name of Witness

RECOMMEND APPROVAL

Approved for Legal Form and Sufficiency

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

John C. Randolph, Esquire Town
Attorney

ATTEST:

Susan A. Owens, MMC
Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Presentation on Proposed Donor Recognition Program at Recreation Center and Seaview Park

Beth Zickar, Director of Recreation

Presenter

ATTACHMENTS:

- ▣ **Memorandum dated June 1, 2017 from Beth Zickar, Director of Recreation**
- ▣ **Proposed Donor Recognition Locations - Main Building**
- ▣ **Proposed Donor Recognition Locations - Site Plan**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Beth Zickar, Director of Recreation

Re: Review of Proposed Donor Recognition Program for Recreation Center and Seaview Park

Date: June 1, 2017

STAFF RECOMMENDATION

Staff recommends Town Council give consideration to the proposed donor recognition program for the Recreation Center and Seaview Park.

GENERAL INFORMATION

At the April 12, 2017 Town Council Development Review meeting staff requested approval of the revised Donor Opportunities List, which serves as an exhibit to the Morton and Barbara Mandel Family Foundation Capital Grant Agreement. These modifications reflected the most current donor opportunities being offered through the Friends of Recreation fundraising campaign. Council approved these modifications with the condition that staff return at the June meeting with a conceptual plan that includes recommendations for appropriate levels of recognition based upon donation. In addition, Council requested information regarding suggested locations of donor plaques, size and composition of plaques and the ability to vet donor names.

Town Council reiterated the importance of ensuring that appropriate recognition was provided to previous donors of the Recreation Center. The significance of honoring the history of the Town of Palm Beach was emphasized.

FUNDING/FISCAL IMPACT

Funding for this recognition program will be contained within the construction budget for the Recreation Center.

cc: Jay Boodheshwar, Deputy Town Manager
John C. Randolph, Town Attorney
Jane Struder, Finance Director
Friends of Recreation

Diagram illustrates naming opportunities selected by donors through 06/01/17.
Note: Several donors have not yet made a selection

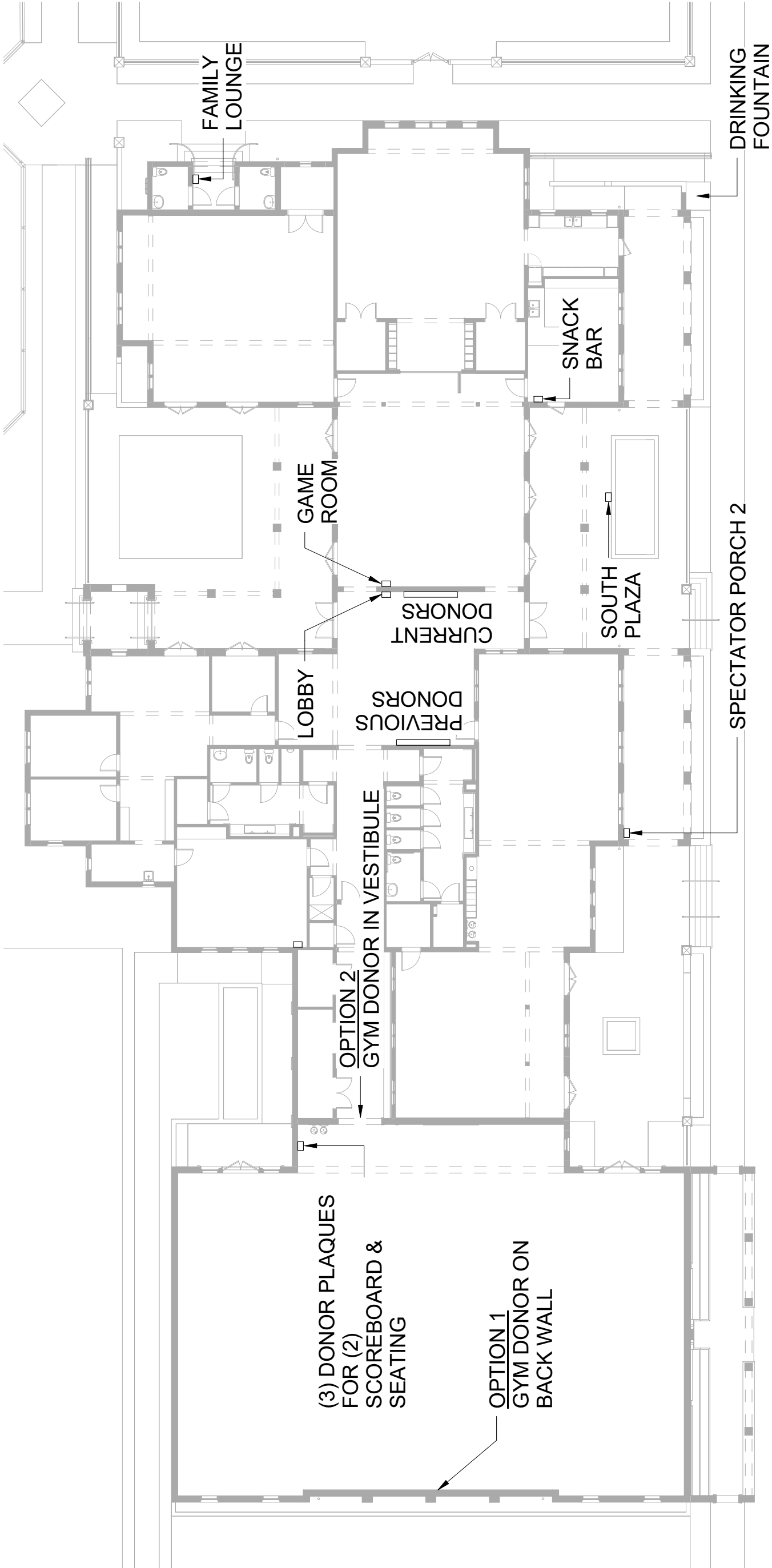
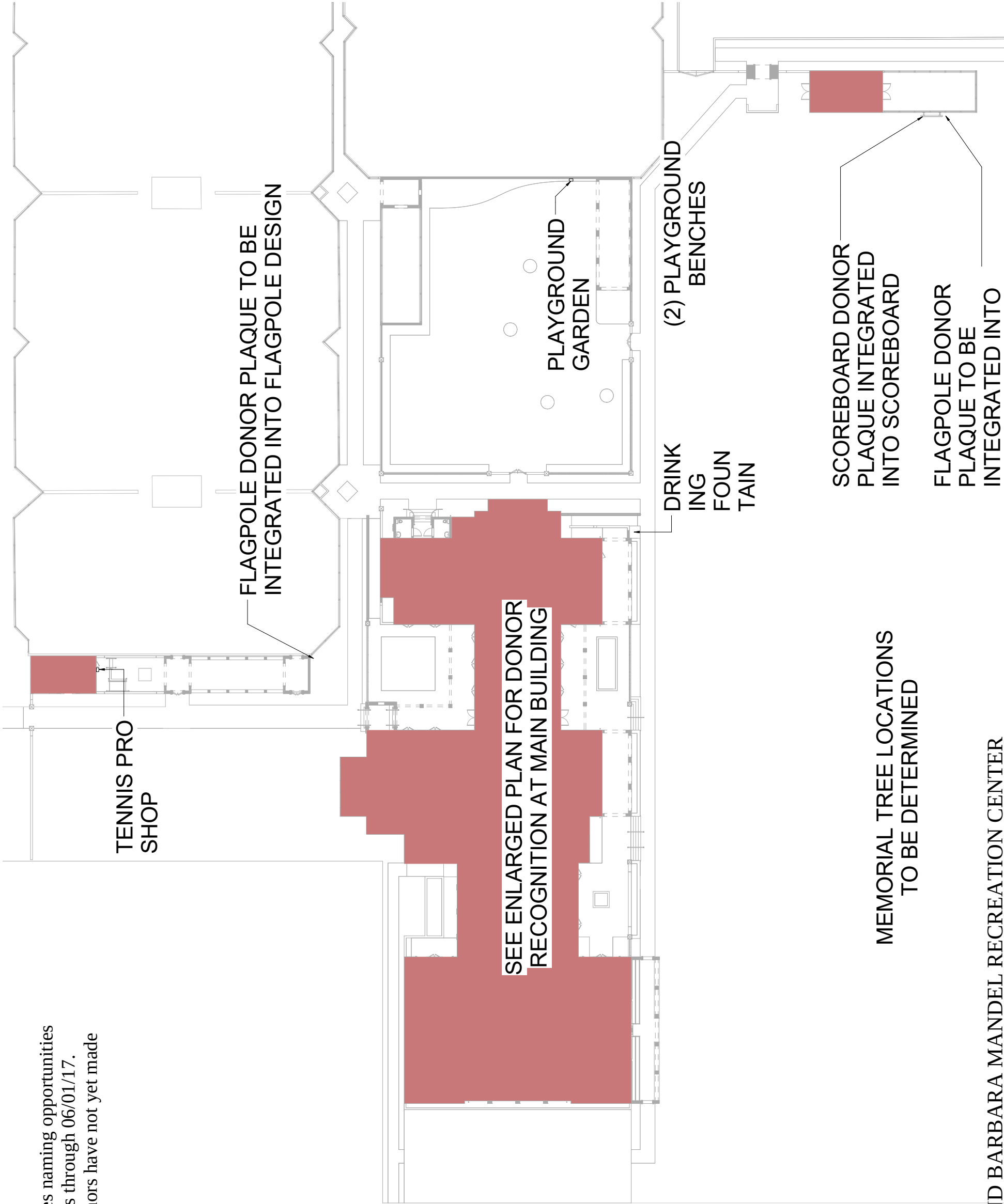


Diagram illustrates naming opportunities selected by donors through 06/01/17.
Note: Several donors have not yet made a selection



MORTON AND BARBARA MANDEL RECREATION CENTER

SELECTED NAMING OPPORTUNITIES - SITE PLAN

01 June 2017

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda

Regular Agenda - New Business

Agenda Title

Henry Flagler Memorial Statue:

a. Placement Approval on Royal Poinciana Way

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

b. Approval of Purchase Order for Design, Permitting, and Construction Phase Services for Re-Establishment of the Flagler Statue and Confirmation of the Statues Location in the Royal Poinciana Way Median.

RESOLUTION NO. 100-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Design, Permitting, and Construction Phase Engineering Services to Kimley-Horn & Associates, Inc., in an Amount of \$19,989 for the Re-Establishment of the Flagler Statue in the Royal Poinciana Way Median, and Establishing an Engineering Phase Budget of \$22,000.

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

Presenter

ATTACHMENTS:

- ▣ **Memorandum Dated June 1, 2017 From John S. Page, Director of Planning, Zoning & Building**
- ▣ **Memorandum Dated June 1, 2017 From H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 100-2017**
- ▣ **Kimley-Horn Proposal**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Flagler Memorial Statue
Placement Approval on Royal Poinciana Way

Date: June 1, 2017

STAFF RECOMMENDATION

Staff recommends that the Town Council determine exactly where the Henry Flagler statue (which was temporarily located near the foot of the North Bridge before reconstruction commenced) should be permanently situated, and to thereafter secure final approval with the Landmarks Preservation Commission and the Florida Department of Transportation.

GENERAL INFORMATION

Surviving family members of Henry Flagler, in cooperation with the Flagler Museum, donated a statue of Henry Flagler to the Town via a dedication ceremony on December 11, 2010. The Town opted to accept the statue and locate it, temporarily, in the Royal Poinciana Way right-of-way near the foot of the bridge at close proximity to the previously approved Golden Eagle and Flagpole.

The scenic vista commencing at the Flagler Memorial Bridge and extending east to North County Road is a designated local landmark. Demolition of the old bridge, and review of the new bridge design, was approved by the Landmarks Preservation Commission in October of 2011. Knowing that the pending bridge would impact this general location, but uncertain of all construction plans at that time, the Commission elected to postpone a decision on the statue's ultimate placement until a later time.

The statue was removed from its temporary location in the right-of-way as new bridge construction was initiated. It has been safely kept in storage during these intervening years. Anticipated completion of the bridge in the near future necessitates the need for the Town to approve a permanent location for the statue. Colonel Robert Hanke, family spokesperson, has expressed his desire for the statue to remain situated on Royal Poinciana Way, but he advocates for a new location in the median, easterly of Cocanut Row/Bradley Place. In his words.....

1. “Folks interested in reading one of the two plaques on the two sides of the statue telling the story of Henry Flagler’s life and his contributions to Palm Beach and the State of Florida would then be able to easily read them.
2. If the statue were placed west of that, between the four lanes of traffic, one could not easily read the plaques or even know who the statue is of, as most are driving around 30 mph or so.
3. Since I am a lawyer, Number 2 above is also an important safety concern for me. If folks were interested to see the statue up close, or to read one of the plaques, they would have to cross back and forth across the four active lanes of traffic to do so – probably not a good thing. I would never want, even in the most indirect way, to feel responsible for someone being hit by a car while trying to reach the statue.
4. I also believe it would add interest and a bit of history for those folks crossing the Royal Poinciana Way median on the foot pathway to stop for a moment to learn something about Henry Flagler.
5. It would be the donor’s preference, obvious not a controlling factor, but one he would appreciate.”

Royal Poinciana Way is a State-designated roadway (A1A). The Florida Department of Transportation (FDOT) must also approve the statue’s permanent placement. The statue’s original location near the foot of the bridge lies within the bridge project construction limits. As such, FDOT is prepared to provide a new concrete base (and therefore absorb the expense) for the statue as part of the bridgework. The alternate, easterly location lies outside of the project construction limits, meaning that the Town would be required to cover all expenses for preparing the statue site. Public Works is preparing a “companion Memo” providing information about the issues/expenses that would be incurred.

The Town Council must weigh the pros and cons associated with the two locations, and to thereafter provide its locational preference to the Landmarks Preservation Commission for its final approval. The newly proposed location would definitely be safer for the public to access, however that location is slightly marred due to its proximity to a traffic signal mast arm and a street light pole. The list of pros and cons that should be considered for each site includes: locational prominence; accessibility; visibility; conflict with other amenities (golden eagle, flagpole, circular planting beds); utility service conflicts; and expenses.

cc: John C. Randolph, Town Attorney
H. Paul Brazil, Public Works Director
Erin Manning, Flagler Museum
Landmarks Preservation Commissioners
Colonel James Hanke

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 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 a Purchase Order for Design, Permitting, and Construction Phase Services For Re-Establishment of the Flagler Statue and Confirmation of the Statues Location in the Royal Poinciana Way Median
Resolution No. 100-2017

DATE: May 30, 2017

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 100-2017 approving a purchase order for Design, Permitting and Construction Phase Engineering Services to Kimley-Horn and Associates (KHA), for the Flagler statue, in the amount of \$19,989 and establishing an engineering services budget of \$22,000, including contingency.

GENERAL INFORMATION

In 2010, Public Works and our consultant KHA designed, permitted with Florida Department of Transportation (FDOT), and constructed the foundation, along with coordination with the Flagler Museum, the installation of the Flagler statue for the Town's Centennial Celebration. The statue remained in place through April 2014, in the first median just east of the bridge when construction of the Flagler Bridge began.

Since the Centennial Celebration, Town staff has maintained communication with the FDOT and their designers and construction consultants to insure the re-establishment of the statue. With the Flagler Bridge construction fast approaching completion, communication has increased related to re-establishing the Flagler statue. Recently, the surviving family members of Henry Flagler, have requested the statue be re-established, in an alternative location on Royal Poinciana Way, just east of the Bradley Place intersection in the median. This would allow the public more easily and more safely access to the statue to read the plaques.

Should Town Council maintain the statue in the previous FDOT approved and permit location, the only funding necessary would be the expense of moving the statue from the museum to the Royal Poinciana Way median. Recently the Flagler Museum has paid to recondition the statue in advance of it being re-established in the median, and they have asked the Town for assistance in coordinating and funding the statue move. Staff does not expect this expense to be significant. Moreover, the expense should be within the limits of the Town Manager's authority.

Should the recommendation be to place the Flagler statue east of the intersection, outside the FDOT bridge construction limits, Town staff would request approval for the additional expenses that would be incurred. Those expenses would be design, permitting, and coordinating with FDOT for approval of the new statue location. Staff's requests would also include the costs for constructing the statue foundation, moving the statue, and landscaping around the statue, as the location would be outside the FDOT bridge construction limits. These costs are not yet known until the design is complete and opinion of costs are presented.

We have negotiated a Design, Permitting and Construction Phase Engineering Service contract with KHA in the amount of \$19,989. Staff recommends a Construction Phase Engineering Service contingency of ten percent (10%), resulting in a total budget of \$22,000.

FUNDING/FISCAL IMPACT

Funding for the Flagler Statue, Design Permitting and Construction Phase could be funded from the Town's FY2017 General Fund Contingency.

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, Finance Director
Patricia Strayer, P.E., Town Engineer
Michael Roach, P.E. Project Engineer
Dean Mealy, Purchasing Manager

RESOLUTION NO. 100-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER FOR DESIGN, PERMITTING, AND CONSTRUCTION PHASE ENGINEERING SERVICES TO KIMLEY-HORN & ASSOCIATES, INC., IN AN AMOUNT OF \$19,989 FOR THE RE-ESTABLISHMENT OF THE FLAGLER STATUE IN THE ROYAL POINCIANA WAY MEDIAN, AND ESTABLISHING AN ENGINEERING PHASE BUDGET OF \$22,000.

* * * * *

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 for Kimley-Horn & Associates, Inc., in an amount of \$19,989 for Design, Permitting, and Construction Phase Engineering Services for the Re-Establishment of the Flagler statue in the Royal Poinciana Way Median, and establishes an Engineering phase budget of \$22,000.

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 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 13th day of June 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, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member



May 26, 2017 (Rev 1)

Mr. Mike Roach, P.E.
Town of Palm Beach
951 Old Okeechobee Road, Suite A
West Palm Beach, FL 33401

RE: *Flagler Statue Removal and Reinstallation*

Dear Mike,

Kimley-Horn is pleased to submit this proposal to the Town of Palm Beach ("TOWN") for providing engineering services related to removal and reinstallation of the Flagler Memorial Statue on Royal Poinciana Way in the Town of Palm Beach. Our project understanding, scope of services, schedule and fee follow.

Project Understanding

The Town has asked Kimley-Horn to prepare removal and reinstallation plans and specifications for moving the Flagler Memorial Statue from its current location on Royal Poinciana Way to a location further east to be more accessible to the public. Since the proposed location will be in FDOT right-of-way, FDOT permitting will be required for the relocations. Additionally, the Town has requested that Kimley-Horn provide assistance to Town staff for Landmarks approval, bid phase services, and construction phase services.

Based on this understanding, we offer the following Scope of Services.

Scope of Services

Construction Documents and Permitting

Kimley-Horn will attend a kick-off meeting with the Town to discuss foundation design and location of the statue. Kimley-Horn will prepare removal and reinstallation plans, details, and specifications sufficient for use by the Town for public bidding and use by the selected contractor to perform the improvements. The site plan will be based on aerial photographs and information available from the FDOT. No survey services will be provided. Photographs will be used to develop removal and reinstallation details to the extent practical. The statue's prior construction documents will be used as a base to develop the documents for removal. Wind load, overturning, sliding and bearing pressures induced by the statue will be used to design the foundation support and statue connection for installation. Calculations and technical specifications will be prepared in accordance with the Florida Building Code. The plans will contain sufficient detail for removal and reinstallation and will contain the following information:

- General Notes and Specifications
- Aerial Site Plan (no survey)
- Foundation Plan and Section Review
- Repair Details

We will provide up to five (5) sets of signed and sealed plans and calculations for use by the Town.

kimley-horn.com

1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411

561 845 0665

Kimley-Horn will prepare and submit an FDOT General Use Permit application for the installation of the statue within the FDOT right-of-way. This will consist of the permit application, supporting documentation requested on the application, a site plan of the statue location on an aerial photograph and an elevation view that generally depicts the statue. We will respond to one (1) round of reasonable comments from FDOT, if required. In the event the FDOT asks for information above and beyond the scope of this agreement, we will provide the Town with a proposal to perform those services.

Staff-Level Landmarks Approval Assistance

The Kimley-Horn Team will perform services below to support the Town during the anticipated staff-level landmarks approval process.

- Attend up to two meetings with Town Staff to review the project
- Provide construction documents for submittal with the application by Town staff
- Address up to one round of reasonable comments on the construction documents

Attendance at the Landmarks Commission meetings or Town Council meetings are not included in this proposal. It is assumed that completion of all Landmarks applications, any required public notifications and mailings, and presentations for Town Council or Landmarks meetings will be performed by Town staff and are also not included in this proposal.

Bid Phase Services

We will attend the pre-bid meeting, assist the Town in answering bidder questions, and review the bid proposal of the apparent low bidder during the bid phase.

Construction Phase Services

We will perform the following services during construction.

- Visits to the site including field reports and photographs (up to 3 visits, anticipated to include formwork review, concrete review, and base connection review)
- Construction Document Clarifications and Interpretations
- Recommendations with respect to defective work
- Shop drawing and Material test reviews
- Payment Application and Change Order review (up to 1 Pay application and up to 1 Change order)
- Final Completion walk through and FDOT permit certifications

The following is a more detailed description of the construction services that will be performed for this project.

Visits to Site and Observation of Construction. Kimley-Horn will make the limited number of visits as described above in order to observe the progress of the Work. Such visits and observations by Kimley-Horn are not

intended to be exhaustive or to extend to every aspect of Contractor's work. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during such visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep the Town informed of the general progress of the Work.

Kimley-Horn shall not, during such visits or as a result of such observations, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with applicable laws and regulations. Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Recommendations with Respect to Defective Work. Kimley-Horn will recommend to the Town that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Kimley-Horn believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Clarifications and Interpretations. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the Town as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the Town.

Change Orders. Kimley-Horn may recommend Change Orders to the Town, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Inspections and Tests. Kimley-Horn may require special inspections or tests of Contractor's work as Kimley-Horn deems appropriate, and may receive and review certificates of inspections within Kimley-Horn's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Kimley-Horn's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Kimley-Horn shall be entitled to rely on the results of such tests and the facts being certified.

Disagreements between Town and Contractor. Kimley-Horn will, if requested by the Town, render written decision on all claims of the Town and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In

rendering such decisions, Kimley-Horn shall be fair and not show partiality to the Town or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, Kimley-Horn will determine the amounts that Kimley-Horn recommends Contractor be paid. Such recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. In the case of unit price work, Kimley-Horn's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Final Notice of Acceptability of the Work. Kimley-Horn will conduct a final site visit with the Town to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn upon which it is entitled to rely. If the work is found to be in general accordance with the Contract Documents, Kimley-Horn will also prepare and submit applicable permit certifications for those permits that were issued for the project.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes to the scope requested by the Town, will be considered additional services to this task and will be performed based on proposals approved prior to performance of the additional services.

Services not Included

Analysis of the statue's ability to withstand and resist wind loads independent of the foundation is not included in this scope of services.

Information and Services Provided by the Town

Kimley-Horn assumes that all information provided by the Town can be relied upon in the performance of professional services. The Town will provide Kimley-Horn in preparation of the permit documents by providing the Town manager signatures on the permit application as required.

Fee and Billing

Kimley-Horn will perform the services described in this Scope of Services on an hourly basis in accordance with our Contract with the Town. It is recommended that the following budgets be established for this project:

Construction Documents and Permitting	\$10,930
Staff Level Landmarks Approval Assistance	\$2,898
Bid Phase Services	\$1,324
Construction Phase Services	\$4,837

Closure

In addition to the matters set forth herein, our Agreement shall include, be subject to, and only to, the terms and conditions in the Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc., dated January 27, 2016, which are incorporated by reference. As used in the Agreement, the term "CONSULTANT" shall refer to Kimley-Horn and Associates, Inc. and the term "TOWN" shall refer to the Town of Palm Beach.

If you concur in all the foregoing and wish to direct us to proceed with the services, please notify us by providing a purchase order for the scope and fee described above.

We appreciate the opportunity to provide these services to you. Please contact me at (561) 840-0820 or kevin.schanen@kimley-horn.com should you have any questions.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.
CA 00000696



Kevin Schanen, P.E.
Vice President

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda

Regular Agenda - New Business

Agenda Title

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

Presenter

Danielle Olson, Director of Human Resources

ATTACHMENTS:

- ▣ **Memorandum dated June 9, 2017, from Danielle Olson, Director of Human Resources regarding Ratification of the Agreement between the Town of Palm Beach and International Association of Fire Fighters, Local #2928**
- ▣ **Memorandum dated June 2, 2017, from Jose Gonzalez, President of Professional Firefighters/Paramedics of Palm Beach County, Local #2928**
- ▣ **Resolution #101-2017**
- ▣ **Collective Bargaining Agreement between the Town of Palm Beach and Professional Firefighters/Paramedics of Palm Beach County, Local #2928**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Danielle Olson, Director of Human Resources

Re: Ratification of the Agreement between the Town of Palm Beach and the International Association of Fire Fighters, Local #2928
Resolution #101-2017

Date: June 9, 2017

STAFF RECOMMENDATION

Staff recommends that the Town Council ratify the agreement between the Town and the International Association Fire Fighters (IAFF), Local #2928 contained herein and approve the FY17 general fund contingency allocation of \$121,000 to provide for implementation of the agreement and internal equity.

GENERAL INFORMATION

On May 18, 2017, the Town and the IAFF reached a tentative agreement on an outstanding labor contract. Subsequently, employees covered by the agreement working in the job classification of Firefighter EMT/Paramedic and Firefighter Driver/Engineer EMT/Paramedic were invited to participate in a ballot vote on the same agreement. On June 2, 2017, the Town received notice that the vote resulted in ratification of the tentative agreement. Therefore, the agreement herein is presented for your final ratification. Following ratification by the Town Council, staff will take the steps necessary to implement the negotiated changes.

FUNDING/FISCAL IMPACT

The estimated cost of implementing the negotiated agreement is \$110,000 in FY17, and \$430,000 in FY18. FY18 implementation cost will be included in the proposed FY18 budget. This includes changes to wages, workweek, and retirement. Additionally, in order to maintain wage equity amongst the employees promoted out of the bargaining unit into supervisory positions between 2012 and today, an additional \$11,000 is needed in FY17, and \$33,000 in FY18. Staff requests approval of a general fund contingency allocation in the amount of \$121,000 for FY17.

TOWN ATTORNEY REVIEW

The agreement between the Town and the IAFF has been reviewed and approved by Jeffery Mandel, attorney representing the Town in labor matters, for legal form and sufficiency.

Attachments

DO

cc: Kirk Blouin, Director of Public Safety
Darrel Donatto, Deputy Fire Rescue Chief
Jeffery Mandel, Esq.



Professional Firefighters/Paramedics of Palm Beach County, Inc.

IAFF Local 2928

2328 South Congress Avenue • Suite 2-C
West Palm Beach, FL 33406-7674
561-969-0729 • Fax: 561-969-1059 • www.IAFF2928.com

June 2, 2017

Mr. Thomas Bradford
Town Manager
360 South County Road
P.O. Box 2029
Palm Beach, FL 33480



Dear Mr. Bradford:

I am writing this letter to inform you that the 2015-2017 Collective Bargaining Agreement, between Local 2928 and the Town of Palm Beach, was voted on during two meetings held on Thursday June 1 and Friday June 2, 2017, passed and therefore was ratified.

If you should need any additional information regarding this ratification vote, please do not hesitate to contact me.

Sincerely,


Jose Gonzalez
President

Cc: D. Donatto, Deputy Fire Rescue Chief
M. Floyd

RESOLUTION NO. 101-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
RATIFYING THE FISCAL YEAR 2015 THROUGH FISCAL
YEAR 2017 COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE TOWN AND THE INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS, LOCAL #2928.

* * * * *

BE IT RESOLVED BY THE TOWN OF COUNCIL OF THE TOWN OF PALM BEACH, PALM
BEACH COUNTY, FLORIDA, as follows:

Section 1. The Fiscal Year 2015 through Fiscal Year 2017 collective bargaining agreement
between the Town of Palm Beach and the International Association of Fire Fighters, Local #2928, is
ratified by the Town.

Section 2. The Town Manager, or his designee, is hereby authorized to take such further actions
as may be necessary to effectuate this collective bargaining agreement.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the
Town of Palm Beach assembled this this 13th day of June 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, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member

COLLECTIVE BARGAINING AGREEMENT

Non-Supervisory Unit

Town of Palm Beach

&

Professional Firefighters/Paramedics
Palm Beach County, Local 2928

Fiscal Year 2015 through Fiscal Year 2017

ARTICLE 1

PREAMBLE

1.1 This Agreement is entered into by and between the TOWN OF PALM BEACH, hereinafter referred to as the Town, and the PROFESSIONAL FIRE FIGHTERS/PARAMEDICS OF PALM BEACH COUNTY, LOCAL 2928, IAFF, INC., hereinafter referred to as the Union.

1.2 It is the purpose of this Agreement to achieve and maintain harmonious relations between the Town and the Union, to document agreed-upon wages and other terms and conditions of employment, and to provide a procedure for resolution of grievances.

1.3 The provisions of this Article shall not be used as the basis for a grievance or as support for a grievance under any other Article of this Agreement.

ARTICLE 2

RECOGNITION

The Town recognizes the Union as the exclusive bargaining representative for all employees in the **non**-supervisory bargaining unit certified by the Town of Palm Beach Public Employees Relations Commission, as follows:

INCLUDED: All regular full-time employees of the Town of Palm Beach in the classification of Firefighters/EMT, Firefighter/Paramedic, Firefighter/EMT/Driver Operator, and Firefighter/Paramedic/Driver-Operator.

EXCLUDED: Fire Chief, Assistant Chief of Administration, Assistant Chief of Operations, Emergency Medical Services Coordinator (Division Chief), Fire Marshal (Division Chief), Training & Safety Officer (Division Chief), Battalion Chief, Assistant Fire Marshal, Administrative Lieutenant, Fire-Rescue Lieutenant/EMT, Fire-Rescue Lieutenant/Paramedic, Fire-Rescue Mechanic, EMS Billing Specialist, Office Assistant II, Administrative Coordinator, Office Manager, and all other employees of the Town of Palm Beach.

ARTICLE 3

DUES DEDUCTION

3.1 Any member of the Union, who has submitted a properly executed dues deduction authorization to the Town, in accordance with a format prescribed by the Town, shall have his/her membership dues and uniform assessments in the Union deducted from his/her wages on a monthly basis. Additionally, upon properly executed authorization, legal services plan payments shall be deducted from the employee's wages on a monthly basis; provided that the legal services plan pursuant to which such payments are being made is not utilized to render legal advice or take legal action against the Town or its elected or appointed officials. Dues, uniform assessments, and legal services plan payments so deducted from each employee's wages shall be forwarded by the Town to the Union. However, the Town shall have no responsibility or liability for any monies once sent to the Union. The Union shall indemnify the Town and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken or not taken by the Town to comply or attempt to comply with the provisions of this Article.

3.2 It shall be the responsibility of the Union to notify the Town of any change in the percentage amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the Town be required to deduct Union fines, penalties, political action payments, or special assessments of any kind.

3.3 Any member of the Union may, on thirty (30) days written notice to the Town and the Union, request that the Town cease making deductions from his/her wages.

3.4 The Union agrees that a reasonable charge for having its dues and uniform assessments deducted by the Town is fifty cents (\$.50) per employee for each new enrollment for

T/A'D Agreement 5-18-17

normal bookkeeping services. Such charges shall be deducted from the amounts forwarded by the Town to the Union.

ARTICLE 4

UNION BUSINESS AND REPRESENTATION

4.1 The District Vice President of the Union shall designate three (3) shift representatives (employees) and three (3) alternate shift representatives (employees) to represent the Union. (An alternate shift representative may represent the Union if the regular shift representative is not available.) It shall be the responsibility of the District Vice President to notify the Town in writing of the name of the three (3) shift representatives and three (3) alternate shift representatives so designated and any change thereto. (A shift representative or alternate shift representative will not be recognized by the Town unless the Fire Chief and the Human Resources Director receive such written notification.) ~~The same three (3) shift representatives shall represent the Union in connection with both the supervisory and non-supervisory bargaining units.~~

4.2 The on-duty shift representative shall be permitted to process a formal grievance with the appropriate Town or Departmental official at the Steps of the grievance resolution procedure herein, while on duty; provided that this activity does not interfere with emergency activities or scheduled activities which cannot reasonably be rescheduled. Under no circumstances shall the shift representative leave his/her assigned duties to process a formal grievance under the Steps of the grievance resolution procedure without first obtaining authorization from the Fire Chief, the Assistant Chief of Operations, or their designee. (The on-duty shift representative shall be permitted to represent an employee under investigation during an interrogation under the conditions set forth in this paragraph.) The use of Town equipment and resources, including the Town's e-mail system, for Union business without the approval of the Fire Chief or his designee is prohibited.

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4.3 Except for the processing of a formal grievance and the representation of an employee under investigation during an interrogation under the conditions set forth in paragraph 4.2 above, a shift representative shall be paid by the Town only when he/she performs assigned fire and rescue duties and/or work directed by the Town. Union business, including, but not limited to, attendance at negotiations, PERC proceedings, arbitrations, and grievance investigations, shall not be compensated by the Town, unless attendance is required by the Town.

MEETING ROOM

4.4 The Town agrees to grant the Union permission to use Station 3 meeting rooms for its monthly Union meetings and special Union meetings as space and scheduling permit and under the same conditions as other external organizations. The Union will supply the Town with a schedule of monthly meetings and will provide forty-eight (48) hours of special Union meetings.

4.5 On-duty personnel assigned to Station 3 on the day of the Union meeting shall be allowed to attend; provided that the Union meeting takes place after 1700 hours and that such attendance does not interfere with responding to emergency situations.

4.6 The Union agrees to leave any meeting room in its original condition at the end of the meeting.

ARTICLE 5

BULLETIN BOARDS

5.1 The Town shall provide the Union with a twenty-four (24) inches by thirty-six (36) inches space in each fire station in the kitchen/dining room area for the Union's bulletin board. (The Union shall provide the bulletin board.) ~~The Union shall utilize the same bulletin board for both the supervisory and non-supervisory bargaining units.~~

5.2 The Union's bulletin board may be utilized for the posting of notices of Union meetings, notices of Union elections and results, minutes of Union meetings, copies of the Union's constitution and by-laws and amendments thereto, notices of Union recreational, business, and social functions, names of Union officials and changes thereto, and notices of dues increases.

5.3 The Union shall post no material on its bulletin boards which may be characterized as political (other than internal Union elections), which may encourage insubordinate behavior, or which is derogatory or demeaning of Town or Departmental officials or operations. All materials placed upon the Union bulletin boards will be signed and dated by the Union President or another officer of the Union. A copy of all materials to be posted shall be provided to the Fire Chief or the Assistant Chief of Operations prior to posting. Materials which violate the provisions of this Article shall not be posted and may be removed.

ARTICLE 6

MANAGEMENT RIGHTS

6.1 Except as specifically restricted by the provisions of this Agreement, the Town reserves and retains all rights, powers, prerogatives and authority customarily exercised by Management.

6.2 Except as specifically restricted by the provisions of this Agreement, the Town has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the Town specifically, but not by way of limitation, reserves the sole and exclusive right to:

- A. Exercise complete and unhampered control to manage, direct, and totally supervise all employees of the Town;
- B. Decide the scope of service to be performed and the method of service;
- C. Determine the size and composition of the workforce;
- D. Determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities, and equipment;
- E. Hire and/or otherwise determine the criteria and standards of selection for employment;
- F. Determine the number, classification, grade, and types of positions;
- G. Fire, demote, suspend, or otherwise discipline bargaining unit employees; set minimum performance standards for service to be offered to the public, and set procedures and standards to evaluate the employees' job performance;
- H. Change, modify or alter the composition and size of the workforce, including the right to relieve employees from duty due to lack of work or lack of funding or any other business and/or operational reason, and recall employees;

- I. Determine the allocation and content of job classifications and determine all training parameters for all bargaining unit positions, including persons to be trained and extent and frequency of training;
- J. Determine whether and to what extent the work required in its operation shall be performed by employees covered hereunder;
- K. Modify operations, duties, tasks, and/or responsibilities, temporarily or permanently, in whole or in part, due to operational requirements; determine the number, location, and operation of all divisions and all other organizational units;
- L. Establish, amend, revise and implement any program, policy and/or procedure, provided that such action is not unreasonable;
- M. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever in the Town's discretion business and/or operational reasons make such curtailment or discontinuance advisable;
- N. Contract and/or subcontract any existing or future work;
- O. Create, expand, reduce, alter, combine, assign, or cease any job;
- P. Control the use of equipment and property of the Town and determine the number and classification of employees assigned to any shift, station, or piece of equipment;
- Q. Exercise such other management rights as set forth in Chapter 447, Florida Statutes, and/or as determined by the state or local Public Employees Relations Commission or the courts.

6.3 The above rights of the Town are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the Town in its general capacity as management. Any of the rights, powers, and authority that the Town had prior to entering into this Collective Bargaining Agreement are retained by the Town unless otherwise restricted by a specific provision of this Agreement. If the Town fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the Town's right to exercise any or all of such functions.

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6.4 Nothing herein shall be deemed a waiver of the Union's right to impact bargain if, and to the extent, such right exists under applicable law.

ARTICLE 7

SAFETY COMMITTEE

7.1 There shall be a Town of Palm Beach Fire-Rescue Department Safety Committee. The Safety Committee shall be comprised of four (4) members, i.e., two (2) bargaining unit employees appointed by the Union ~~(one from the supervisory unit and one from the nonsupervisory unit)~~ and two (2) non-bargaining unit employees appointed by the Fire Chief. The Fire Chief shall appoint one of the aforesaid bargaining unit or non-bargaining unit employees to chair the Safety Committee and preside at all of its meetings. The Town Risk Manager shall serve on the Safety Committee in an ex-officio capacity.

7.2 The Safety Committee shall meet quarterly, and such meeting shall be scheduled at the time established by the Fire Chief. (The Fire Chief may, in his/her discretion, schedule a special meeting as he/she deems appropriate.)

7.3 The purpose of the Safety Committee meetings is to discuss problems and issues relating to the safety and well-being of all Fire-Rescue Department personnel and the public.

7.4 The meeting shall be conducted on an informal basis. Any member of the Safety Committee may submit items for consideration at the Safety Committee meeting by providing same to the Fire Chief at least five (5) calendar days prior to the Safety Committee meeting. The Fire Chief shall coordinate the distribution of the Safety Committee agenda and shall also arrange for minutes to be taken and distributed to the Safety Committee members and posted at each Fire-Rescue Station.

ARTICLE 8

WORK STOPPAGES

8.1 There shall be no strikes, work stoppages, slowdowns, interference with work or operations, or picketing in furtherance of any strike or work stoppage, or any form of concerted refusal to perform work by the Union or any employee covered under this Agreement. Picketing, as used herein, shall mean any action which has the effect of preventing any employee from reporting to or continuing to work, or preventing the public from entering any facility.

8.2 The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the Town. Nothing herein shall restrict the Town from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.

ARTICLE 9

PERSONNEL REDUCTION

9.1 In the event it is necessary to reduce the number of bargaining unit employees, the Town shall first identify the classification(s) to be impacted. Probationary employees in such classification(s) shall be laid off first. Thereafter, the employee in the classification to be reduced with the least seniority shall be laid off first.

9.2 Employees who are laid off from their classifications may bump into the next lower classification in which they previously served or for which they are qualified. The employee(s) to be bumped shall be determined by seniority, i.e., an employee may bump the most junior employee in the classification if that junior employee has less seniority.

9.3 Employees who are laid off shall be recalled to the classifications from which they were laid off in the reverse order of their layoff (last laid off, first recalled); provided that they meet all of the requirements of the classification at the time of the recall. Laid off employees eligible for recall shall be offered recall before new employees are hired into their classification or shall be offered a position in a lower classification for which they are qualified before new employees are hired into such lower classification. An employee's recall rights hereunder shall expire in twelve (12) months from the date of his/her layoff.

ARTICLE 10

SENIORITY

10.1 Departmental seniority shall be determined by reference to the date of last hire with the Department. If two (2) or more employees have the same date of hire, seniority shall be determined by date of application with the Town. If the date of application is not dispositive of the issue, the Town shall utilize the flip of a coin in the presence of a Union representative and the employees involved.

10.2 A current seniority list shall be posted on the Town bulletin board at each fire station on or about the commencement of the fiscal year (October 1).

ARTICLE 11

PROBATIONARY EMPLOYEES

11.1 New employees in the classifications covered by the bargaining unit shall be on probation for a period of one (1) year from the date of hire. With the concurrence of the Human Resources Director, the Fire Chief may extend the one (1)-year probationary period to a maximum of an additional three (3) months, if the Fire Chief determines that such extension is necessary. During the one (1)-year probationary period and any extension thereof, a new employee may be terminated or otherwise disciplined without recourse to the grievance resolution procedure hereunder or any other Town or Departmental grievance/appeals procedure. However, prior to finalizing his decision to terminate such probationary employee, the Fire Chief shall notify the employee of his intention and shall provide the employee (and his/her union representative) with an opportunity to meet with the Fire Chief and the Assistant Chief of Operations to informally discuss the matter.

11.2 Employees who are promoted will be on probation in the classification to which they are promoted for a period of nine (9) months, which may be extended by three (3) additional months at the discretion of the Fire Chief and upon written notice to the employee. If the Fire Chief determines that such employee has not successfully completed his/her probationary period, the employee may be returned to his/her former classification without recourse to the grievance resolution procedure hereunder or any other Town or Departmental grievance/appeals procedure. However, prior to finalizing his decision to return such employee to his/her former classification, the Fire Chief shall notify the employee of his intention and shall provide the employee (and his/her Union representative) with an opportunity to meet with the Fire Chief and the Assistant Chief of Operations to informally discuss the matter.

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11.3 Newly hired employees shall not be entitled to utilize vacation leave ~~during their probationary period~~ until they complete six (6) months of service; vacation leave may be used after completion of six (6) months of service.

11.4 Newly hired probationary employees shall not be entitled to utilize sick leave until they complete six (6) months of service. (Other conditions relating to sick leave shall be governed by current Town and Department rules, regulations, and policies.)

11.5 Newly hired probationary employees shall not be entitled to utilize floating holiday and personal leave until they complete six (6) months of service. (Other conditions relating to floating holidays and personal leave shall be governed by current Town and Department rules, regulations, and policies.)

ARTICLE 12

DISCHARGE AND DISCIPLINARY ACTION

12.1 The Disciplinary Action guidelines set forth in Article VII of the Department's Rules and Regulations shall apply to the bargaining unit employees hereunder; provided, however, that the sole and exclusive procedure for appealing any disciplinary action shall be the Grievance Resolution Procedure in Article 13 of this Agreement. (Sections 7-8.1 and 7-8.2 of the Disciplinary Action guidelines in Article VII of the Department's Rules and Regulations shall not apply to the bargaining unit employees hereunder.)

ARTICLE 13

GRIEVANCE RESOLUTION PROCEDURE

13.1 A “grievance” is defined as a dispute regarding the interpretation or application of this Agreement. Grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more specific provisions of this Agreement. A grievance may be filed by a bargaining unit employee or the Union. In either case, the procedure to be followed is set forth below.

13.2 A grievance for SUSPENSION, DEMOTION or DISCHARGE must be in writing and introduced at Step 3 within 14 calendar days.

13.3 OTHER GRIEVANCES will be presented orally to the Battalion Chief within 14 calendar days of the incident which is the subject of the grievance.

STEP 1

- | | |
|----|--|
| A. | Employee and Battalion Chief (BC) discuss grievance. |
| B. | If NOT settled orally, grievance will be presented in writing to the BC within 2 working days. |
| C. | Battalion Chief provides decision in writing within 7 calendar days. |

STEP 2

- | | |
|----|--|
| A. | Grievance NOT settled in Step 1 – Employee may, within 7 calendar days, submit grievance in writing to Fire Chief. |
| B. | Fire Chief or designee conducts investigation and provides written decision within 7 calendar days. |

STEP 3

- | | |
|----|---|
| A. | Grievance NOT settled in Step 2 – Employee may, within 14 calendar days, request Town Manager to investigate grievance (this may involve all relevant individuals). |
| B. | Investigative meeting will be held within 14 calendar days. Town Manager provides decision in writing within 14 calendar days of holding investigative meeting. If additional time is needed, it may be allowed by agreement of Town Manager and employee filing grievance. For disciplinary matters not involving suspension, demotion, or discharge, and performance evaluation appeals (15.3), the Town Manager’s determination shall be final. |

T/A'D Agreement 5-18-17

STEP 4

SUSPENSION, DEMOTION OR DISCHARGE GRIEVANCES

- A. For disciplinary matters involving suspension, demotion, or discharge, the Town Manager's determination may be appealed by the Union to the Town Council. The deadline for filing an appeal to the Town Council shall be 14 calendar days after the Town Manager's written decision.
- B. The Town Council shall then hold an informal evidentiary hearing and make a final determination as to whether the disciplinary action was initiated for just cause (as determined by the Town Council) and whether the severity of the disciplinary action was appropriate to the situation. The Town Council may completely uphold, completely reject, or modify the disciplinary action to ensure a fair outcome of the matter.

NON-DISCIPLINARY ACTION GRIEVANCES
(Except for Performance Evaluation Appeals)

- C. For non-disciplinary action grievances (except for performance evaluation appeals), the Town Manager's determination may be appealed by the Union to arbitration pursuant to the ARBITRATION section (13.4, et seq.) below.

ARBITRATION

(Non-Disciplinary Action Grievances Except for Performance Evaluation Appeals)

13.4 If a non-disciplinary action grievance (except for a performance evaluation appeal) is not resolved in STEP 3 above, the Union may request arbitration by hand delivery or by certified or registered mail of a written notice to the Town Manager within twenty-one (21) calendar days of his/her decision in STEP 3 above. Said written notice of arbitration shall include a written statement of the position of the Union with respect to the issues upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues raised at STEP 2 of the grievance procedure.

13.5 Within ten (10) calendar days from receipt of such notice of arbitration, the parties (or either party) shall request a list of nine (9) qualified arbitrators from the Federal Mediation and Conciliation Service. The party requesting arbitration will strike an initial name from the list of arbitrators, with the parties thereafter alternately eliminating, one at a time, from

said list of names, persons not acceptable, until only one (1) remains, and this person will be the arbitrator.

13.6 As promptly as possible after the arbitrator has been selected, he/she shall conduct a hearing, consider the grievance, and render his/her decision. It shall be the obligation of the arbitrator to make his/her best effort to rule within thirty (30) calendar days after briefs are filed. The expenses of the arbitration, including the fee and expenses of the arbitrator, shall be shared equally between the parties. Each party shall bear the expense of its own witnesses and of its own representatives, including attorneys, for purposes of the arbitration hearing.

13.7 The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement, or any part thereof, or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable state and federal laws.

13.8 The arbitrator may not issue declaratory opinions and shall confine himself/herself exclusively to the grievance which is presented to him/her. The standard by which the action at issue is to be judged is whether there is a violation of this Agreement. The arbitrator's decision shall be final and binding.

GENERAL PROVISIONS

13.9 No decision of any arbitrator or of the Town Council or the Town Manager in any one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be limited to the amount of wages involved less any unemployment compensation and/or interim earnings that he/she may or might have received during the period involved.

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13.10 The resolution of any grievance by the arbitrator or Town Council or the Town Manager resulting in retroactive adjustment, including back wages, shall be limited to a thirty (30)-day period prior to the date of the filing of a grievance at STEP 1.

13.11 It is agreed with respect to this grievance resolution procedure that:

- A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in a timely manner by the grievant (whether the grievant be the Union or an individual employee).
- B. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. The arbitrator, the Town Council, or the Town Manager (whichever is applicable) may conduct one hearing to address both the procedural and substantive issues; however, the procedural issues will be ruled upon before addressing the merits of the dispute. A grievance which is, for any reason, not the subject of a timely response by the Town or the Department shall require the grievant to proceed to the next step, and failure to proceed on a timely basis to the next step shall bar the grievance.
- C. The employees covered hereunder may avail themselves of the procedures under Steps 1, 2, and 3 of this Article without regard to Union representation or membership except as provided by Chapter 447, Florida Statutes. (Only the Union may proceed to arbitration or the Town Council, whichever is applicable.) Should an employee elect not to have

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Union representation, the Town shall provide the Union with copies of all documents filed by the employee or issued by the Town in connection with the grievance.

13.12 The parties agree that the above grievance resolution procedure shall be the exclusive procedure for resolving grievances as defined in paragraph 13.1 above; provided, however, that except for a performance evaluation determination made by the Town Manager, either party shall be entitled to seek review of the final determination of the arbitrator, the Town Manager or the own Council (whichever is applicable) in the circuit court.

ARTICLE 14

DRUG AND ALCOHOL TESTING

14.1 The Town, the Union, and the employees covered hereunder mutually agree that employee substance and alcohol abuse may constitute a danger to the employee, fellow employees, and the general public. It is further agreed that the safety of public property and equipment and the image of the Town and its employees are placed in jeopardy if an employee is involved in substance or alcohol abuse. Accordingly, the Union and the employees covered hereunder agree that the Town shall have the right and authority to require employees to submit to appropriate drug and alcohol testing to detect the presence of any controlled substance, narcotic, drug, or alcohol in accordance with the provisions of the Town's Personnel Manual, and the Department's Rules and Regulations, and Departmental Procedure #231, governing substance abuse, including drug and alcohol use.

14.2 Notwithstanding any other provision of this Article, the Town's Personnel Manual Regulations, and the Department's Rules and Regulations, and Departmental Procedure #231, a positive result on any drug or alcohol test may result in appropriate disciplinary action up to and including termination. An employee's refusal to submit to drug or alcohol testing in accordance with the provisions of this Article may result in disciplinary action up to and including termination. Should the Town deem appropriate, it may order an employee, who has tested positive, to undergo rehabilitation in lieu of, or in combination with, disciplinary action. The terms and conditions of such rehabilitation and any follow-up testing shall be prescribed by the Town in consultation with a physician, psychologist, or other substance abuse treatment professional.

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14.3 Any testing administered under this Article shall be administered by an appropriate laboratory or testing facility in accordance with the testing procedures set forth in Departmental Procedure #231.

14.4 The Town has the absolute right to randomly test any bargaining unit member for the existence of alcohol, illegal drugs, or other controlled substances. The selection of an employee for random testing shall be made by a valid method, such as a random number table, a computer based random number generator that is matched with employees' payroll identification numbers or other comparable identification number, or other method which is required and administered by established testing entities.

ARTICLE 15

PERFORMANCE REVIEW

15.1 Employees shall be evaluated periodically by their immediate supervisors. Such evaluations shall be reviewed and approved by non-bargaining unit Department management. Performance evaluations shall be conducted in accordance with such standards and procedures as are established (and from time-to-time revised) by the Town. In the event the Town exercises its right to revise or amend the performance evaluation standards or procedures, it shall provide a courtesy copy of such revisions or amendments to the Union at least seven (7) calendar days prior to implementation.

15.2 Performance evaluations will be considered by the Town and the Department in such personnel matters as promotions, transfers, demotions, terminations, disciplinary actions, and pay-for-performance.

15.3 A nonprobationary employee shall have the right to appeal his/her performance evaluation (rating) through Steps 1, 2 and 3 of the Grievance Resolution Procedure (Article 13).

15.4 The appeal (grievance resolution) procedures set forth in paragraph 15.3 shall be the sole and exclusive procedure for appealing a performance evaluation. (Step 4 in Article 13 of this Agreement cannot be utilized to appeal a performance evaluation.) Throughout the process of appealing his/her performance evaluation, the employee shall, at all times, have the burden of proving that his/her performance evaluation was arbitrary and capricious. With respect to an appeal of a performance evaluation, the decision of the Town Manager (or his designee) in Step 3 of Article 13 of the Grievance Resolution Procedure shall be final and binding on the parties. Probationary employees shall not be entitled to appeal their performance

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evaluations pursuant to the appeals (Grievance Resolution) procedure in paragraph 15.3 or any other appeals procedure.

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ARTICLE 16
PROMOTIONS

16.1 Vacancies in the Driver-Operator classification shall be filled in accordance with the applicable selection processes set forth in Article II, Sections ~~2-3.2~~ 2-2.2 of the Department's Rules and Regulations. Such vacancies will, insofar as possible, be filled within thirty (30) calendar days after the vacancy occurs.

16.2 Notices of promotional examinations shall be posted on the Department bulletin board at each work location at least ninety (90) days in advance of a target promotional examination date. The written examination will be held no sooner than ninety (90) days after the notice, nor later than one hundred twenty (120) days after the notice. Source materials from which the examination is drawn will be identified in the examination announcement or concurrent with the issuance of such announcement. Such source materials shall be in print or otherwise obtainable.

16.3 No employee shall be permitted to apply for a promotional examination after the closing date set forth in the examination announcement. Such closing date will be between thirty (30) and thirty-five (35) days prior to the date of the examination.

16.4 In order to be eligible to take a promotional examination, an employee must meet the applicable minimum employment standards set forth in Article II, Sections ~~2-3.1~~ 2-2.1 of the Department's Rules and Regulations and the applicable educational requirements set forth in Department Procedure #228 as of the closing date for the written examination.

16.5 No employee shall be eligible to take a promotional examination if he/she has received a suspension or higher-level disciplinary action during the twelve (12) months

preceding the closing date for the written examination or at any time until the date the examination process is completed.

16.6 A promotional eligibility list shall remain in effect for two (2) years from the date the eligibility list is established or until there are no names remaining on the eligibility list, whichever occurs first. In an effort to maintain a continuous eligibility list, the Town shall make a reasonable effort to produce a new eligibility list in advance of the two (2)-year expiration date of the current eligibility list.

16.7 Upon his/her written request, any applicant on a promotional eligibility list shall be permanently removed from such promotional eligibility list. Any applicant on a promotional eligibility list shall automatically be permanently removed from such list if he/she receives a suspension or higher-level disciplinary action. In the Fire Chief's discretion, an applicant on a promotional eligibility list may be temporarily removed from such promotional eligibility list if the applicant is on light duty, on disability leave or any other leave of absence, or if the applicant otherwise is not working or is unavailable for work, at any time after the promotional eligibility list is established. Prior to temporarily removing an applicant from a promotional list, the Fire Chief shall advise in writing the applicant of his intention and shall provide him/her with an opportunity to respond thereto.

16.8 Selections for promotions from the promotional eligibility list for Driver-Operator shall be made by the Fire Chief utilizing the Rule of Three (3). Pursuant to the Rule of Three (3), the top three (3) candidates on the promotional eligibility list will be considered for the promotional vacancy. (The Fire Chief may choose any one of the top three candidates on the promotional eligibility list.) If there is a second promotional vacancy after the first selection is made, the number four (4) candidate on the list will be added to the remaining two (2) in order to

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make three (3) candidates eligible for the next selection. This method will continue until the list is exhausted or expires. Should the Fire Chief pass over a higher ranked candidate in applying the Rule of Three (3), the Fire Chief shall informally counsel the passed over candidate prior to announcing the candidate(s) selected. Any employee who is selected for but refuses a promotion shall automatically be removed from the promotional eligibility list. The Fire Chief, in his sole and exclusive discretion, may reinstate such employee to the promotional eligibility list if he/she determines that the employee had good and sufficient reason for refusing the promotion and the employee's reinstatement to the promotional eligibility list would be in the best interest of the Department.

16.9 The promotional process set forth in paragraph 16.1 above and as specified in Departmental Rules and Regulations, Article II, Sections ~~2-3.2~~ 2-2.2 shall be conducted by an agency or organization specializing in and with experience conducting Fire-Rescue promotional assessments separate from the Town of Palm Beach, the Fire-Rescue Department or any other department or agency within the Town.

ARTICLE 17

WAGES

17.1 ~~Effective October 1, 2010, or the date of ratification/imposition of this Article, whichever is later, the Salary Step Plan reflected in Exhibit A, to this Agreement will go into effect and shall replace the Fiscal Year 2009-10 Salary Step Plan.~~ For Fiscal Year 2014-2015, effective the first payroll after ratification of this Agreement, the Salary Step Plan reflected in Exhibit A shall be deleted and replaced with salary ranges (minimums and maximums) for each bargaining unit position. The minimums and maximums of each salary range shall reflect a 3% increase, in addition to the increases in paragraph 17.2 below, over the current minimum and maximum step for each bargaining unit position. ~~Bargaining unit employees shall be placed into the step in the Salary Step Plan reflected in Exhibit A that corresponds to their annual pay in the Fiscal Year 2009-10 Salary Step Plan (e.g., a Firefighter/EMT receiving \$53,330 under the expired Salary Step Plan will be placed at step 8 of the Salary Step Plan for Firefighter/EMT reflected in Exhibit A).~~ No step or other wage increases will be provided to bargaining unit employees for Fiscal Year 2010-2011 as part of the implementation of the Salary Step Plan reflected in Exhibit A.

17.2 For Fiscal Year 2014-2015 (effective the first payroll after ratification of this Agreement), Fiscal Year 2015-2016 (effective the first payroll after ratification of this Agreement), and Fiscal Year 2016-2017 (effective the first payroll after ratification of this Agreement), bargaining unit employees shall be provided the same merit, across-the-board, or other generally applicable wage increases in the same method and manner as the Town's non-bargaining unit, non-exempt employees. Additionally, for Fiscal Year 2015-2016 (effective the first payroll after ratification of this Agreement), and Fiscal Year 2016-2017 (effective the first payroll after ratification of this Agreement), the salary ranges for the bargaining unit positions

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shall be increased in the same amount as any Town-wide range increases for non-bargaining unit, non-exempt employees (i.e., a 2% increase to the minimums and maximums of each salary range for FY 2015-16, and a 2% increase to the maximums of each salary range for FY 2016-17. Step or other wage increases, if any, after Fiscal Year 2010 – 2011, shall be established through the collective bargaining process.

17.3 Upon the effective date of the implementation of the Relief Days in Article 18 of this Agreement, after the inclusion of the increases in paragraphs 17.1 and 17.2 above, the base hourly rates for the bargaining unit employees shall adjusted to reflect the unpaid Relief Days. Thereafter, the salary ranges (minimums and maximums) in Exhibit A shall apply.

~~17.4~~ ~~3~~ Effective October 1, 2010, or the date of ratification/imposition of this Article, whichever is later, the existing longevity and bonus programs will cease to exist for any bargaining unit employees. In their place, on that same date, the following performance bonus program will be implemented; provided, however, that the first payment to bargaining unit employees under this new bonus program shall be made in December 2011, and shall cover Fiscal Year 2010-2011 only: For the 2014-2015 and 2015-16 performance years, as bargaining unit employees have already received their performance bonuses for those years, bargaining unit employees shall not receive any additional performance bonuses.

a. ~~Performance bonuses shall be payable on the first work day following December 1 based on the bargaining unit employees' performance evaluation scores for the prior fiscal year.~~

b. ~~Only bargaining unit employees who have completed at least five years of service as of December 1 of that year shall be eligible for a performance bonus. Additionally, only bargaining unit employees who receive a performance~~

evaluation score of 3.0 or greater will be eligible to receive a performance bonus. Moreover, bargaining unit employees must be on payroll on December 1 of that year to be eligible to receive the performance bonus (except for bargaining unit employees who are not on payroll due to unpaid family medical leave related absence).

c. Performance bonuses shall be awarded using the seven tier system in Table A below to determine the amount of bonus a bargaining unit employee may receive. The seven tier system is based upon the performance evaluation scores of all performance bonus eligible bargaining unit employees within the Fire-Rescue Department (both the non-supervisory and supervisory bargaining units combined) for the prior fiscal year. The range of scores falling within each tier will be determined at the end of each fiscal year after all performance evaluations for that fiscal year have been submitted to the Human Resources Department.

d. Table A. Performance Bonus:

Tier	Percentage Range	Performance Bonus Payment
1	Top 10%	\$6,000
2	Next 10%	\$3,000
3	Next 10%	\$2,000
4	Next 10%	\$1,500
5	Next 20%	\$1,000
6	Next 20%	\$750
7	Lowest 20% (Performance Rating of at least 3.0)	\$500

17.5 For the 2016-2017 performance year, paid in December 2017, bargaining unit employees shall be provided performance bonuses using the same program as the Town's non-bargaining unit, non-exempt employees.

ARTICLE 18

WORKWEEK

18.1 ~~The average workweek for t~~ Twenty-four (24)-hour shift employees shall be ~~fifty-six (56), with regularly scheduled to work~~ twenty-four (24) hours on duty ~~and followed by~~ forty-eight (48) off duty, ~~with an additional scheduled unpaid Relief Day (24-hour shift) every tenth shift. (The Administrative Lieutenant works a 40-hour workweek schedule.)~~

18.2 The starting time for twenty-four (24)-hour shift employees is 0800.

18.3 Relief Days will be assigned by the Fire Chief or their designee based upon Departmental needs and may be re-assigned as needed.

18.4 The Battalion Chief may, at his discretion, approve the voluntary exchange of Relief Days on a temporary basis by two comparably qualified employees in accordance with Departmental Rules and Regulations Section 8-4.1

ARTICLE 19

OVERTIME

19.1 All work performed by twenty-four (24)-hour shift bargaining unit employees, up to and including two hundred twelve (212) hours in a twenty-eight (28) day work cycle, shall be paid at the employee's straight time rate of pay. ~~(All work performed by the Administrative Lieutenant up to and including forty (40) hours in a seven (7) day work period shall be paid at the employee's straight time rate.)~~ Work performed in excess of two hundred twelve (212) hours in the twenty-eight (28) day work cycle shall be paid at time and one-half (1.5) the employee's straight time rate of pay. ~~(Work performed by the Administrative Lieutenant in excess of forty (40) hours in a seven (7) day work period shall be paid at time and one-half (1.5) the employee's straight time rate of pay.)~~ Only time actually worked, annual (vacation), floating holiday, and personal days shall be counted for the purpose of calculating overtime. When an employee utilizes sick, injury, compensatory, worker's compensation, LTD, bereavement, military, jury duty, or any other paid or unpaid leave during the twenty-eight (28) day work cycle ~~(or the seven (7) day work period in the case of the Administrative Lieutenant)~~, such leave time shall not be considered time worked and shall be excluded from the calculation of overtime.

19.2 Overtime shall be calculated and paid in one-half (1/2)-hour increments.

19.3 An overtime eligibility list shall be maintained ~~by the Assistant Chief of Operations~~ within Telestaff to ensure that overtime is offered in a manner that is most efficient to the Department and equitable to the employees. The overtime eligibility list is accessible from ~~AS400 Staff Scheduling File Maintenance (F15 key) or, upon implementation,~~ the Telestaff program. On-duty officers shall use this list in the event that an employee must be called for overtime.

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Minimum staffing on shift must be maintained. Vacant positions should be filled with the most qualified person for the position available, whether it be the overtime person or a more qualified person on duty. When overtime is used to fill a vacant officer's position, officers and acting officers shall be given primary consideration.

The following guidelines shall be used when overtime is needed to meet minimum staffing requirements:

- A. Personnel on their Relief Day, sorted by the lowest amount of shift overtime hours, shall be contacted first.
- B. Personnel working from the off-going shift, sorted by the lowest amount of shift overtime hours, shall be contacted next first. The employee with the lowest amount of overtime hours shall be contacted first.
- ~~C~~ B. Personnel from the who are off-duty shift shall be contacted next second. The employee with the lowest amount of overtime hours shall be contacted first.
- ~~D~~ C. When two or more employees in categories A, or B, or C have the lowest amount of overtime hours, the employee with the highest seniority shall be called first.
- ~~E~~ D. If staffing requirements are not met with volunteers pursuant to A through C above, the same process using A through C and ~~B~~ above shall be followed to mandate overtime assignment(s), provided that the employee with the lowest seniority in the position being filled will be called (mandated) first on a rotating basis (i.e., once the employee with the lowest seniority fills the mandatory overtime, he/she will rotate to the

bottom of the list). The position being filled will be based on the lowest classification needed after all promoted rank positions are filled by existing on-duty shift personnel holding the rank required for the position or by utilizing personnel qualified to “act” in the position needed.

F. After being assigned “mandatory overtime,” the employee assigned the mandatory overtime has the following options:

a. Work the mandatory overtime as assigned, or

b. Make arrangements for a qualified volunteer employee(s) to work the mandatory overtime hours.

19.4 ~~In order to provide all employees with equal access to available overtime work, no employee shall be assigned overtime in excess of 212 hours in a year. To avoid invoking mandatory overtime assignment, an employee who has exceeded the aforesaid 212 hours shall be permitted to volunteer for overtime; provided, however, that no such employee shall work more than 24 hours of overtime over the 212 limit.~~ Time accrued due to special details (PIP, CPR classes, physicals, etc.), Public Assembly Inspections and Special Assignment Overtime will not be included for the purpose of this overtime limit. Absent unusual circumstances (e.g., natural disaster, major fire, etc.), employees shall not be ~~permitted~~ required to work in excess of two (2) consecutive shifts.

19.5 Nothing in this Article shall be construed to require the payment of straight time or overtime for attendance at training seminars or classes unless such seminars or classes were specifically authorized by the Fire Chief prior to the attendance.

ARTICLE 20

SHIFT EXCHANGE

20.1 Shift employees will be allowed shift exchanges in accordance with the provisions of Section 9-3 8-4 of the Department's Rules and Regulations; provided that Section 9-3 8-4 of the Department's Rules and Regulations shall be modified or interpreted to:

A. Allow shift exchanges on an hour for hour basis, and

B. Require that requests for shift exchanges be submitted no less than twelve (12) hours prior to the beginning of the shift during which the exchange will occur.

~~The existing conditions for approval of a shift exchange will remain in effect.~~

C. A bargaining unit employee who, due to use of sick leave or family sick, fails to work the agreed upon exchange as indicated on the submitted request shall be disqualified from consideration for future shift exchanges for a period of 6 months unless the employee provides documentation from a healthcare provider justifying the failure to work the exchanged shift.

ARTICLE 21

CALL-BACK

21.1 When an emergency call-back is ordered for a fire or medical emergency or mutual aid, employees called back will be paid for the actual time worked (i.e., logged-in to logged-out) at their straight time rate or time and one-half rate, whichever is applicable under paragraph 19.1. Employees called back hereunder shall receive a minimum of three (3) hours pay at their straight time rate or time and one-half rate, whichever is applicable under paragraph 19.1. Under no circumstances (and notwithstanding any provision of the Department's Rules and Regulations) shall travel time be paid in connection with a call-back.

ARTICLE 22

EDUCATIONAL ASSISTANCE

22.1 Employees covered hereunder are eligible to receive tuition reimbursement for (a) approved job-related courses of a non-degree program, and (b) approved non-job-related and job-related elective and core courses required for an accredited, job-related degree program. An employee who wishes to receive such tuition reimbursement must have his/her application for educational assistance approved by the Fire Chief and the Human Resources Director prior to enrolling in the course. The amount and other conditions relating to tuition reimbursement shall be governed by the provisions of the Town's Personnel Manual and Article XII, Section 12-3.3 of the Department's Rules and Regulations.

22.2 Employees in their initial probationary period will not be eligible to apply for or receive tuition reimbursement. Any employee leaving the employment of the Town less than one full year after the latest date of reimbursement for education assistance shall be required to repay the full amount of any payments made to him/her in the previous 12 months in the form of reimbursements for education expenses or bonuses for educational or vocational accomplishments, certifications or licensing.

ARTICLE 23

CERTIFICATION

23.1 All employees shall be responsible for making certain that the required state licenses and certifications for their positions are maintained and updated. The loss of such required licenses or certifications may be grounds for reduction in rank or salary, suspension, or termination.

23.2 The Town will make available in-house Paramedic and EMT Recertification courses to enable the employees covered hereunder to take such courses while on duty. It shall be the responsibility of the employee to make himself/herself available to take such required Recertification courses while on duty. If an employee does not take such required Recertification courses while on duty, off-duty attendance at such courses shall not be considered as time worked, and the Town shall not be required to reimburse the employee for tuition or other fees.

23.3 If the Town requires the employee to take a Recertification course which is not required by the State of Florida and is not available to the employee while on duty, the off-duty time spent by an employee classified as a Lieutenant to take such course shall be considered as time worked.

23.4 Any employee who accepts a position in the Paramedic program under the Town's sponsorship arrangement shall sign an agreement indicating that the employee will remain certified and function as a Department protocolled Paramedic as a condition of employment for a period of ten (10) years unless the employee is unable to do so due to illness or injury. Additionally, any such employee shall remain employed for at least three (3) years or repay the cost of the sponsorship, as follows: (a) if the employee voluntarily leaves employment

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less than one (1) year after completion, the employee will repay the entire cost of the sponsorship; (b) if the employee voluntarily leaves employment less than two (2) years after completion, the employee will repay sixty-seven percent (67%) of the cost of the sponsorship; and (c) if the employee voluntarily leaves employment less than three (3) years after completion, the employee will repay thirty-three percent (33%) of the cost of the sponsorship.

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ARTICLE 24

UNIFORMS

24.1 Uniform issuance, use, and replacement will be in accordance with the Department's Rules and Regulations, Article X.

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ARTICLE 25

VACATIONS

25.1 In accordance with the Town Personnel Manual, shift employees covered hereunder (i.e., employees on 24-hour shifts duty an average of 56 hours per week) are provided an adjusted annual leave policy in lieu of a separate holiday program. Annual leave shall be earned, accrued, used, and scheduled in accordance with Article 10 IX, Section 10-1 9-1 and 9-1.1 of the Department's Rules and Regulations, the Town's Personnel Manual, and the following additional provisions:

A. Each employee will be guaranteed one primary vacation period per year of one to five (1-5) consecutive leave days. In addition, each employee will be allowed a secondary vacation selection not to exceed three (3) consecutive leave days. This secondary vacation selection, however, is not guaranteed. The Fire-Rescue Chief, at his discretion, may allow additional consecutive leave days for either the primary or secondary selections. Vacation periods shall not exceed thirty (30) calendar days unless approved in writing by the Fire-Rescue Chief or his designee. Vacation periods shall run from February 1st to February 1st.

B. Vacation selection will commence on October 1st and end December 31st of the year preceding the vacation period. Vacation selection will be conducted on a seniority basis.

C. For purposes of vacation scheduling, a total of two employees (officers and non-officers) will be permitted to schedule annual leave per shift, per tour of duty. (Note: In accordance with existing procedure, other leave such as personal days and floating holidays are also subject to these annual leave "slots.") Where staffing permits, the Battalion Chief may authorize a third annual leave "slot." Such third annual leave slot (A/L #3) must be requested in

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the same manner as other annual leave in accordance with Article ~~10 IX~~, Section ~~10-1 9-1~~ and ~~9-1.1~~ of the Department's Rules and Regulations and Section 25.2 below. Additionally, if A/L #3 is to be taken the day of the shift, such leave will be granted by seniority, and the employee taking such leave shall be required to remain on duty until all positions are covered. Employees wishing to "guarantee" an A/L #3 shall do so by securing a standby. Such standby shall be handled in the same manner as a shift exchange and shall be subject to the applicable provisions of Article 20 (Shift Exchange). When authorized (budgeted) Departmental staffing reaches 27 employees per shift, including the Battalion Chief, the above annual leave slots, which include personal days and floating holidays, shall be increased from 2 to 3 per shift, per tour of duty, and the Battalion Chief may authorize a fourth annual leave slot (A/L #4), if staffing permits. Such additional annual leave slot (A/L #4) shall be subject to the above provisions governing A/L #3.

D. After primary and secondary vacation selections are completed, the Battalion Chief, in his discretion, may close any unused annual leave slots for the purpose of utilizing such slots to send employees to out-of-town classes or otherwise ensure proper staffing without incurring additional overtime expenses.

25.2 Annual leave must be requested at least twelve (12) hours prior to the beginning of the shift for which annual leave is requested. "Turning back" (cancellation of) previously approved annual leave must be requested at least forty-eight (48) hours in advance of the shift for which annual leave was previously approved.

25.3 Annual leave may be used in ~~twelve (12)~~ one (1) hour increments ~~so long as such twelve (12) hour increments are either the first twelve (12) hours of a twenty-four (24) hour shift OR the last twelve (12) hours of a twenty-four (24) hour shift (i.e., 0800 to 2000 hours or 2000 to~~

~~0800 hours~~); however, when two or more employees are requesting annual leave during the same time period, the longer request will be awarded first.

25.4 Nothing in this Article shall restrict the authority of the Fire-Rescue Chief to implement a vacation policy that ensures employees will not lose vacation time and the Town will not be forced to staff through overtime involuntarily.

ARTICLE 26

PERSONAL DAYS AND FLOATING HOLIDAYS

26.1 Personal Days — After completing six months of service with the Town, all regular, full-time employees are eligible to receive personal days. Employees working 24-hour shifts a 48-hour schedule are eligible to receive 1-1/2 duty days (36 hours) which must be taken in minimum 12-hour increments. Employees working a 40-hour schedule are eligible for 3 days (24 hours) to be taken in minimum increments of 4 hours.

Personal days must be taken within the calendar year earned or they will be forfeited. Personal days will not be paid upon termination of employment, nor used during the required notice of termination.

26.2 Floating Holidays — After completing six months of service with the Town, all regular, full-time employees are eligible to receive a Floating Holiday. Employees working 24-hour shifts a 48-hour schedule are eligible to receive one-half duty day (12 hours). Employees working a 40-hour schedule are eligible for one day (8 hours).

The Floating Holiday must be taken within the calendar year earned or it will be forfeited. The Floating Holiday will not be paid upon termination of employment, nor used during the required notice of termination.

26.3 In accordance with existing procedure, personal days and floating days must be requested at least seven (7) calendar days in advance. “Turning back” (cancellation of) a previously approved personal day or floating holiday must also be requested at least seven (7) calendar days in advance.

ARTICLE 27

BEREAVEMENT LEAVE

27.1 In case of death in the immediate family, a regular, full-time employee may be granted leave of absence with pay for the workdays falling within the period between the time of death and the day of the funeral, not to exceed three (3) days (one duty day for ~~24-hour shift 56-hour~~ employees) for a funeral within the State of Florida. "Immediate family" is defined as wife, husband, child, brother, sister, parent, grandparent, grandchildren, and any relative permanently residing in the employee's household. For a funeral outside the State of Florida, such leave shall not exceed five (5) days (two duty days for a ~~24-hour shift 56-hour~~ employee).

27.2 Upon approval by the Fire Chief, sick leave may be used by eligible employees (those who have completed a minimum of six (6) months of employment) to attend the funeral of a parent-in-law, brother-in-law, sister-in-law, step-parent. For 40-hour employees, such time shall not exceed three (3) days for a funeral within the State of Florida, or five (5) days for a funeral held outside the State of Florida. For ~~24-hour shift 56-hour~~ employees, such time shall not exceed one (1) duty day for a funeral held within the State of Florida or two (2) duty days for a funeral held outside the State of Florida.

In the event that sick time is approved for bereavement time off, the Fire Chief will be responsible to notify the Director of Human Resources by memorandum with the name of the employee, number of sick days taken, actual dates, and the relationship of the deceased to the employee. The memorandum should be received by Human Resources prior to the affected payroll sheets.

ARTICLE 28

COURT TIME

28.1 Any employee in a bargaining unit classification who is required to make an off-duty appearance as a subpoenaed witness in any court, administrative proceeding, or deposition arising out of the employee's duties, will be compensated for the appearance at the rate of straight time or time and one-half the employee's regular hourly rate for the time actually spent in such off-duty court, administrative, or deposition appearance. The employee will receive a minimum of two (2) hours at his/her straight-time or time and one-half rate, whichever is applicable. As a condition precedent to the Town paying any compensation hereunder, the employee will endorse over to the Town any subpoena fee, including mileage and witness fees, received. Transportation to and from such off-duty appearance shall be the sole responsibility of the employee.

ARTICLE 29

JURY DUTY

An employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid in an amount equal to the difference between the amount of wages the employee otherwise would have earned by working a regular shift during straight time hours that day and the daily jury duty fee paid by the courts (not including traveling allowances, or reimbursement of expenses) for each day in which he/she reports for, or performs jury duty, and on which he/she otherwise would have been scheduled to work. If jury duty falls outside the employee's regular shift, no reimbursement shall be made.

ARTICLE 30

INSURANCE AND MISCELLANEOUS BENEFITS

The employees covered hereunder shall be provided health, dental, flex plan, long-term disability (LTD), Life Insurance, EAP, ICMA-RC, and workers' compensation benefits and programs under the same terms and conditions as are applicable to the other Town employees. The employees covered hereunder shall be eligible for the Town's Health Savings Account Program and the Town's Retirement Health Savings Plan under the same terms and conditions as are applicable to the other Town employees. Should the Town change the terms and conditions of the aforesaid benefit programs, including, but not limited to, employee premiums and benefits, the employees covered hereunder shall be subject to such changes on the same basis as the other Town employees.

ARTICLE 31

DOCUMENTS

31.1 The Town shall provide copies of public documents to the Union on the same basis as such documents are provided to other members of the public. Where the cost to the Union of such documents is likely to include labor charges (i.e., charges beyond the price of photocopies), the Town will provide the Union with an itemized estimate of the proposed charges in order that the Union can determine whether it wishes to proceed with its request for documents.

31.2 Public documents requested by the Union shall be provided within a reasonable time; provided that the Union makes full payment to the Town in advance of delivery. Where a document request involves substantial photocopying costs and/or labor charges, the Town will not be required to commence copying, compilation, and/or other production activities until the Union enters into a written agreement confirming that it will pay the itemized costs involved.

31.3 Notwithstanding the foregoing, the Town will provide the Union, without cost, a copy of each of the following documents:

- A. The Annual Budget
- B. The Annual Audited Financial Statement
- C. Any Amendment to the Town's Personnel Manual, the Department's Rules and Regulations, or the Department's Procedures.

T/A'D Agreement 5-18-17

ARTICLE 32

STATION CONDITIONS

32.1 The Town shall continue to provide washing machines and dryers in each of the fire-rescue stations. Such washing machines and dryers are to be used to clean noncontaminated work uniforms, linens, towels, and other items used in the fire-rescue stations. Such washing machines and dryers are not to be used for personal laundry.

32.2 For the purpose of washing personal protective clothing and contaminated work uniforms, the Town has provided a heavy-duty washer/extractor at Station No. 3. Noncontaminated work uniforms and linens, including blankets, shall not be cleaned in the washer/extractor.

32.3 The Town agrees to comply with all health and safety laws and regulations governing its Fire Stations. The parties, including the bargaining unit employees, agree to jointly cooperate to maintain a safe and healthy work environment.

ARTICLE 33

LABOR RELATIONS COMMITTEE

33.1 There shall be a Labor Relations Committee comprised of three (3) employees ~~(one from the nonsupervisory bargaining unit and at least one from the supervisory bargaining unit)~~ designated by the Union, and three (3) non-bargaining unit employees designated by the Town.

33.2 The Labor Relations Committee shall meet quarterly at a time and date mutually agreed upon by the parties. The purpose of the Labor Relations Committee meetings shall be to improve communications and discuss problems and objectives of mutual concern. Such meetings shall be off-the-record in nature, and the discussions shall not be recorded or otherwise documented unless the parties mutually agree in writing to document a particular item. Labor Relations Committee meetings shall not be for the purpose of (or constitute) collective bargaining.

ARTICLE 34

PREVAILING RIGHTS, RULES, AND REGULATIONS

34.1 Except as otherwise provided in this Agreement, the wages, hours, and other conditions of employment of the bargaining unit employees shall be those specifically set forth or specifically incorporated by reference in this Agreement.

34.2 Except as restricted by a specific provision of this Agreement, the Union agrees that the employees covered hereunder shall comply with all programs, policies, and procedures of the Town and the Department, and any amendments thereto.

34.3 Should the Town and/or the Department exercise its right to formulate, amend, revise, and/or implement any program, policy, or procedure, the Town or the Department shall provide a courtesy copy of any new (or amended) program, policy, or procedure to the Union at least seventy-two (72) hours prior to the effective date of implementation. Simultaneous with providing a courtesy copy to the Union, the Town or the Department shall post at each fire station the new (or amended) program, policy, or procedure. "Posting" may be accomplished through electronic mail, telecommunication, bulletin board posting, or any other similar means.

34.4 In the event the Town or the Department exercises its right to issue a new (or amended) program, policy, or procedure, no bargaining unit employee shall be disciplined for violation of any such new or amended program, policy, or procedure until the Town and/or the Department has informed the Union of its posting of such new or amended program, policy, or procedure in accordance with the procedure set forth in paragraph 34.3 above. For the purpose of this Article, hand-delivery or mailing to the Union District Vice President or any other Union steward or representative shall be deemed service upon the Union. Mailing shall be effective upon deposit in the United States Mail by the Town or the Department.

T/A'D Agreement 5-18-17

34.5 Nothing contained in this Article shall constitute a waiver of the Union's right to engage in impact bargaining if, and to the extent, required by applicable law.

T/A'D Agreement 5-18-17

ARTICLE 35

VOTING

35.1 Employees who are unable to vote during their off-duty hours due to the location of their voting precincts and their work schedules may, in the discretion of the Battalion Chief, be permitted leave without pay (not to exceed two hours) to enable them to vote. To request such leave without pay, the employee shall file a written request with the Battalion Chief advising him/her of the reasons for requesting such leave and providing him/her with confirmation of precinct location and voter registration. Such requests must be made no later than the employee's second-to-last shift prior to the shift for which the leave without pay is being requested.

35.2 It is understood and recognized that employees covered hereunder are normally aware of their upcoming work schedule and, therefore, can vote by absentee ballot if their work schedule causes a conflict with their ability to vote. It, therefore, is further understood that there is no entitlement to leave without pay for voting and that the operating requirements of the Department may preclude such time off (even if previously authorized by the Battalion Chief). Should the Battalion Chief receive a timely request in accordance with paragraph 36.1 above and determine that there are proper grounds for such request, he/she shall schedule the employee's voting time in such a manner as to not interfere with operational requirements. Under no circumstances shall the granting of a request for leave without pay for voting purposes cause the Department additional payroll costs.

T/A'D Agreement 5-18-17

ARTICLE 36

SAVINGS CLAUSE

It is agreed by and between the parties that if any provision(s) of this Agreement is held to be unconstitutional, illegal, or otherwise void, such holding shall not affect the remaining portions of the Agreement.

T/A'D Agreement 5-18-17

ARTICLE 37

LIMITATIONS ON REOPENING NEGOTIATIONS

37.1 This Agreement contains the entire agreement between the parties in all matters relative to wages, hours, working conditions, and all other matters which have or could have been negotiated by and between the parties prior to the execution of this Agreement. Neither party shall be permitted to reopen or renegotiate this Agreement, or any part of this Agreement, for the period from its effective date through and including September 30, 2017⁹; provided, however, that this provision shall not be deemed a waiver of the Union's right to impact bargaining if, and to the extent, required by applicable law.

37.2 Notwithstanding paragraph 37.1 above, the parties, by mutual agreement in writing, may reopen and renegotiate any article in this Agreement.

ARTICLE 38

SICK LEAVE AND INJURY TIME

38.1 In accordance with the Town of Palm Beach Personnel Manual, 24-hour shift bargaining unit employees on duty an average of fifty-six (56) hours per week shall accumulate sick leave at the rate of four (4) shift days per year. Department employees shall have their accumulated sick leave reduced by one (1) shift day for each duty day of approved absence due to illness. Sick leave shall begin to accrue as of the date an employee enters the service of the Town but may not be taken until he/she has been in the service of the Town for at least six (6) months. Should an employee be absent because of illness during his/her first six (6) months of service, he/she must be placed on leave of absence without pay.

38.2 The applicable policies for accruing and utilizing sick leave and those pertaining to injury time are set forth in Article IX, Sections 9.2, 9-2.1, 9-2.2, 9-2.2.1, 9-2.3, 9-2.4, 9-2.5, 9-2.6, 9-2.7, and 9-3 of the Department's Rules and Regulations and the provisions of the Town Personnel Manual; provided, however, that notwithstanding any provision of the aforesaid Departmental Rules and Regulations or the Town's Personnel Manual, the following shall apply to the employees (other than those on workers compensation leave and FMLA) covered hereunder:

A. The first day of any undocumented illness, shall be unpaid. Twenty-four (24) hour shift employees who have used more than ninety-six (96) hours of sick leave in the prior calendar year OR who have used more than ninety-six (96) hours of sick leave in the current calendar year must provide documentation from a healthcare provider in order to be eligible for paid sick leave. Eight (8) hour shift employees who have used more than forty (40) hours of sick leave in the prior calendar year OR who have used more than forty (40) hours of sick leave in the

T/A'D Agreement 5-18-17

current calendar year must provide documentation from a healthcare provider in order to be eligible for paid sick leave. Management, however, can reinstate the requirement that the first shift of illness for a bargaining unit employee be documented to be paid if it determines that such action is necessary to address excessive absenteeism or abuse by that employee.

B. There shall be no use of sick leave on a partial shift basis unless documented – i.e., sick leave for 24 hour shift employees shall be used in 24 hour increments and sick leave for 8 hour (40 hour week) employees shall be used in 8 hour increments.

C. If the employee claims sick leave while on vacation leave, vacation leave may not be converted to sick leave without a physician's certification of the exact nature and time of the illness which is the basis of the claim.

D. More than three occurrences of sick leave for 24 hour shift employees or four occurrences of sick leave for 8 hour (40 hour week) employees will result in ineligibility for wage increases, promotional opportunities, and/or other benefits AND disciplinary action in accordance with the following schedule:

24 Hour Employees

Occurrences:	Fourth	Fifth	Sixth	Seventh	Eighth
Ineligible for:	Shift Exchanges and Overtime	Longevity, and Bonuses	Wage Increases	Promotional Opportunities	
Discipline:	Oral Reprimand	Written Reprimand	Suspension 12 hours	Permanent Demotion/Loss of Assignment (if applicable) or 24 hour Suspension if above not applicable	Termination

8 Hour (40 Hours a Week) Employees

Occurrences:	Fifth	Sixth	Seventh	Eighth	Ninth
Ineligible for:	Loss of Flex Time and Overtime	Longevity, and Bonuses	Wage Increases	Promotional Opportunities	
Discipline:	Oral Reprimand	Written Reprimand	Suspension 4 hours	Permanent Demotion/Loss of Assignment (if applicable) or 8 hour Suspension if above not applicable	Termination

The above schedules of occurrences are based on the members' performance evaluation period, and penalties (disincentives) will be applied on a "rolling forward" one year from the date of issuance of discipline.

38.3 The Town shall provide Workers' Compensation benefits in accordance with Section 5-5 of the Town's Employee Personnel Manual; provided, however, that notwithstanding any provision of Section 5-5 or any of its subsections, no employee shall be entitled to receive any extended compensation from the Town beyond the initial thirteen (13) week period of base pay compensation. The Town Manager, may, in his discretion, extend compensation beyond the initial thirteen (13) week base pay compensation if he determines there are unusual or extenuating circumstances. In no event shall such extended compensation exceed an additional thirteen (13) weeks of base pay.

38.4 The parties agree and understand that the nature of the duties and responsibilities of the employees covered hereunder requires that such employees remain physically and mentally capable of performing such duties and responsibilities. Should the Fire Chief (or designee) have a reasonable belief that an employee covered hereunder may not be physically or mentally capable of

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performing his/her job duties and responsibilities, the Fire Chief (or designee) shall have the right to order such employee to undergo a fitness for duty examination/evaluation (at the Town's expense) by the Town physician or other appropriate medical, psychological, or vocational professional designated by the Town.

ARTICLE 39

PHYSICAL ABILITIES TEST

39.1 The parties agree to work together to establish a wellness program which will include physical abilities testing.

ARTICLE 40

LIGHT DUTY

40.1 Light duty assignments shall be limited to those employees who are unable to perform their regular job due to an on-the-job (workers' compensation) injury.

40.2 Light duty assignments may be made in the discretion of the Fire Chief. An employee who sustained a work-related injury/illness and has been released by a physician to return to work with restrictions shall present the Fire Chief with a physician's statement detailing his/her condition and work limitations. If the Fire Chief determines that productive work is available in the Fire-Rescue Department consistent with the employee's medically certified restrictions, the Fire Chief may assign the employee to such work. An employee assigned to such work shall be compensated at the rate of pay applicable to his regular job; provided, however, that a shift employee assigned to 40-hour a week "light duty" job will receive the pay applicable to his/her regular shift job.

40.3 In the sole and exclusive discretion of the Fire Chief, an employee injured off-the-job may be offered alternative (temporary) employment in a position other than his/her regular job; provided that productive work is available and such work is consistent with the employee's medically certified restrictions. The wages, hours, and other conditions of such alternative (temporary) employment shall be those mutually agreed upon by the Town and the employee.

ARTICLE 41

RETIREMENT BENEFITS

1. — Effective October 1, 2010, or the date of ratification/imposition of this Article, whichever is later, and notwithstanding the provisions of the current firefighters pension program, the employees covered hereunder shall be subject to modifications to the current plan as defined within the Town of Palm Beach Code of Ordinances, Article II. Employee Benefits, Division 2. Retirement System as follows:

A. — Freezing of the current defined benefit plan (hereafter, the “frozen pension plan”) for all covered members, who will receive the value of the benefit earned to date (calculated as if they were separating from Town employment immediately and then frozen until they are eligible to retire). Payment of this portion of each member’s pension would occur in accordance with all eligibility and post retirement rules as they exist prior to October 1, 2010, or the date of ratification/imposition of this Article, whichever is later.

B. — Creation of a new defined benefit plan covering all eligible Town employees for all service after October 1, 2010, or the date of ratification/imposition of this Article, whichever is later, which will include the following:

1. — Employee contribution of 4.82%.

2. — Bonus pay, longevity pay, special assignment overtime pay, and any other compensation that is not base salary will be excluded from the calculation of average final compensation.

3. — Average final compensation calculated during the final 60 consecutive months of credited service.

4. — Ten year vesting period.
 5. — Retirement age shall be a minimum of 65 years of age with no years of service requirement for vested employees. The “Rule of 65” shall be eliminated.
 6. — Average final compensation multiplied by 1.25% per year of credited service.
 7. — Standard form of payment as a straight life annuity. Option to purchase survivor benefit based on a calculation by the Town’s actuary of the actuarially equivalent cost to the retirement system, resulting in a reduction of the member’s monthly pension payments.
 8. — No cost of living (COLA) increase.
 9. — Elimination of supplemental distribution benefit.
 10. — Elimination of Chapter 175 (F.S. ch. 175), Firefighters’ Pension Trust Fund; provided, however, that the Town may continue to participate in Chapter 175 if Chapter 175 is amended to allow the Town to legally do so.
- C. — Effective upon ratification or imposition of this Article, and notwithstanding the provisions of the current firefighters pension program, the employees covered hereunder shall be subject to a new defined contribution (401(a)) plan in addition to the new defined benefit plan detailed above. The new defined contribution plan will include the following:
1. — Mandatory participation by all bargaining unit employees. Bargaining unit employees shall contribute a minimum of 2% of their base pay, and may voluntarily contribute an additional amount up to the maximum contribution allowable under IRS Rules.

2. The Town will match the amount contributed by the bargaining unit employees up to 4%.

3. The Town will contract with a private vendor, through an RFP process, who will administer the defined contribution plan. The vendor will provide the bargaining unit employees with a range of investment options.

D. Irrespective of any other provision of this Agreement or any Town rule or regulation, employees who enter DROP under the new defined benefit plan shall become at-will employees. Employees who enter DROP under the frozen defined benefit plan shall have their benefits in the new defined benefit plan frozen as of the date that they enter DROP under the frozen defined benefit plan; however, such employees shall collect DROP benefits only under the frozen defined benefit plan. To collect benefits under the new defined benefit plan, employees have to enter DROP under the new defined benefit plan.

2. Effective October 1, 2010, or the date of ratification/imposition of this Article, whichever is later, the Town's existing retirement boards shall be dissolved and replaced with one retirement board for all of the Town's retirement plans consisting of the following voting members: one currently employed Town sworn law enforcement officer selected by a vote of the Town's sworn law enforcement officers, one currently employed Town certified firefighter selected by a vote of the Town's certified firefighters, one currently employed general employee elected by a vote of the general employees; five residents selected by the Town Council, and the Town Manager serving ex officio. The voting members of the new retirement board, other than the Town Manager, shall serve staggered three-year terms. To implement the staggered terms, the first elected currently employed Town sworn law enforcement officer shall serve a one-year

term; the first elected currently employed Town certified firefighter shall serve a two-year term, and the first elected currently employed general employee shall serve a three-year term. Thereafter, each employee shall be elected for three-year terms. The staggered terms for the five residents selected by the Town Council shall be implemented in the same manner — two initially selected for a one-year term, two initially selected for a two-year term, and one initially selected for a three-year term.

41.1. Effective the first payroll after amendment of the Town's Retirement System Ordinance to implement the following for bargaining unit employees (the "effective date"), the defined benefit retirement plan covering all eligible bargaining unit employees shall be modified as follows:

1. The benefit multiplier shall be 2.75% of average final compensation for credited service on and after the effective date.
2. The normal retirement age for benefits earned on and after May 1, 2012 shall be a minimum of age 56 with 10 or more years of credited service.
3. The bargaining unit employees' contributions shall be 10% of compensation, and shall be subject to adjustment the first full pay period following October 1 of each year thereafter based on the investment performance of the retirement fund, as reflected in the most recently available actuarial valuation. Provided, in no event will the bargaining unit employees' contributions be less than 8% or more than 12% of compensation.
4. The DROP and Firefighter Share accounts shall be changed from the self-directed investment method (where DROP and Share account investments are held within ICMA-RC accounts) to the system investment method (where those individual accounts are invested as part of the Town's defined benefit plan), as provided in Ordinance No. 18-2014 effective December 9, 2014.

41.2. Effective on the effective date, the Town shall discontinue contributing to the bargaining unit employees' 401(a) retirement accounts.

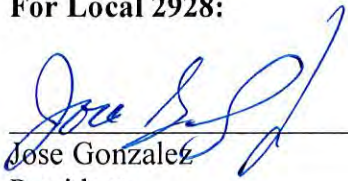
ARTICLE 42

DURATION

This Agreement shall take effect upon ratification by the Union and approval by the Town, except as otherwise provided herein, ~~or October 1, 2009 (whichever is later),~~ and shall remain in full force and effect until and including September 30, 201~~70~~⁷⁹. In order to negotiate the provisions of a new agreement to succeed the provisions of this Agreement, the parties shall exchange initial proposals by March 1, 201~~70~~⁷⁹, and negotiations shall proceed in accordance with applicable law. If a new collective bargaining agreement is not reached within an appropriate period of time, either party shall be free to invoke the impasse resolution procedures available under Florida law.

SIGNATURE PAGE

For Local 2928:

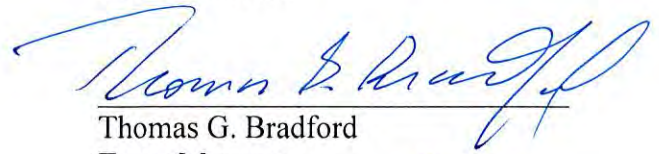


Jose Gonzalez
President

5/31/17

(Date)

For the Town:



Thomas G. Bradford
Town Manager

5/31/17

(Date)

This Agreement was approved by the Town Council of the Town of Palm Beach this ____ day of June, 2017.

Richard M. Kleid
Town Council President

Attest:

Gwendolynn Peirce
Acting Town Clerk

EXHIBIT A
PAY RANGES

CLASSIFICATION	MINIMUM	MAXIMUM
Firefighter EMT	\$16.932 / hour	\$25.064 / hour
	\$19.7653/ hour	\$29.8431/ hour
Firefighter/Paramedic	\$19.033 / hour	\$28.174 /hour
	\$22.2179/ hour	\$33.5462/ hour
Driver Engineer/EMT	\$17.908 / hour	\$26.508 / hour
	\$20.9046/ hour	\$31.5626/ hour
Driver Engineer/Paramedic	\$20.449 /hour	\$30.270 / hour
	\$23.8709/ hour	\$36.0419/ hour

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda

Ordinances - Second Reading

Agenda Title

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

Presenter

John Page, Director of Planning, Zoning and Building

ATTACHMENTS:

- ▣ **Memorandum Dated May 31, 2017 From John S. Page, Director of Planning, Zoning & Building**
- ▣ **Ordinance No. 14-2017**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Amendment of Business Tax Fees
Ordinance No. 14-2017

Date: May 31, 2017

STAFF RECOMMENDATION

Staff recommends approval of the first reading of Ordinance 14-2017 amending Business Tax Fees and the Business Tax Program. It should be noted that approval of an increase in business taxes will require a majority plus one vote of the Town Council in order to become effective.

GENERAL INFORMATION

In FY17, the Town issued 1,476 business tax receipts (formerly known as occupational licenses) to local businesses. The number of tax receipts dropped from about 2,300 in previous years, due in large part to a change in the state code which exempted real estate licensees from the business tax receipt requirement in 2013.

Per state statute (F.S. Chapter 205), the Town may increase business tax fees every two years by an amount not to exceed 5%. The Town's business tax fees were last modified on May 12, 2015 for the next two fiscal years commencing October 1, 2015. Fees were also increased in 2013 and 2011.

Staff is recommending an increase in fees for FY18 by the allowed 5%. If approved, this modification would represent a potential increase in revenue of approximately \$29,100 in FY18. Attached is Ordinance No. 14-2017, which includes the proposed rates.

If the Town Council approves first reading of Ordinance No. 14-2017, the ordinance will be placed on the June 13, 2017 Town Council agenda for second and final reading. If adopted, the revised fees will be incorporated into the renewal notices scheduled for issuance on or about July 1, 2017, for the new tax year commencing October 1, 2017.

FUNDING/FISCAL IMPACT

Business taxes collected as of March 31, 2017 are \$643,865 compared to budgeted revenue for this account of \$672,000. Revenue collected for this same period last year was \$610,965. Total revenue collected last year was \$679,915. The proposed fees will represent an increase in Business Tax Receipts of approximately \$29,100 annually, commencing in Fiscal Year 2018. This increase is reflected in the Town's Long Term Financial Plan.

TOWN ATTORNEY REVIEW

This ordinance has been reviewed by the Town Attorney for legal form and sufficiency.

Attachment

cc: John C. Randolph, Town Attorney
Susan A. Owens, Town Clerk
Jane Struder, Finance Director

ORDINANCE NO. 14 - 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 114 TAXATION, ARTICLE II, LOCAL BUSINESS TAX, AT SECTION 114-43 SCHEDULE, SO AS TO AMEND THE FEES DELINEATED FOR EACH BUSINESS, PROFESSION OR OCCUPATION; 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, FLORIDA, AS FOLLOWS:

SECTION 1. Chapter 114 of the Town Code of Ordinances relating to Local Business Taxes, is hereby amended at Section 114-43, SCHEDULE, by increasing Business Taxes as set forth herein.

Sec. 114-43. Schedule.

A business tax is hereby levied upon and shall be collected from every person, firm or corporation exercising the privileges or carrying on or engaging in the business, professions or occupations hereinafter specifically enumerated, as fixed hereinafter; each of such amounts, unless otherwise specifically stated, being the amounts payable as a business tax for exercising such privilege or for carrying on or engaging in such business, profession or occupation mentioned, for each year.

A

ABSTRACTORS OF TITLE	\$	422.00
ACCOUNTANT, AUDITOR, C.P.A. FIRM (Includes One Professional)	\$	422.00
ACCOUNTANT, AUDITOR, C.P.A.	\$	422.00
ADULT ENTERTAINMENT	\$	1,218.00
ADMINISTRATIVE OFFICE	\$	342.00
ANSWER PHONE (Support Business Services)	\$	422.00
APARTMENTS, (See RENTAL DWELLINGS)		

ARCHITECT	\$ 422.00
ART GALLERY, UP TO 400 SQ. FT	\$ 179.00
ART GALLERY, 401 - 2,000 SQ. FT	\$ 422.00
ART GALLERY, 2,001 - 4,000 SQ. FT	\$ 487.00
ART GALLERY, 4,001 - 8,000 SQ. FT	\$ 973.00
ART GALLERY, OVER 8,000 SQ. FT	\$ 1,463.00
ARTIST	\$ 324.00
ASTROLOGER, PHRENOLOGIST, CRYSTAL READING, PALM READER, SOOTHSAYER, FORTUNE TELLER AND CLAIRVOYANT	\$ 442.00

B

BAKERY	\$ 211.00
BANK, TRUST COMPANY	\$ 1,220.00
BARBER	\$ 161.00
BARBER, SHOP (Includes One Barber)	\$ 161.00
BEAUTY SHOP (See COSMETOLOGY SALON)	
BICYCLE SHOP, RENTALS	\$ 161.00
BICYCLE SHOP, SALES (See MERCHANTS)	
BOAT DEALER (Yacht Broker)	\$ 324.00
BROADCASTING STATION (Radio Or TV)	\$ 469.00
BROKER	\$ 422.00
BROKERAGE/INVESTMENT COMPANY (Includes One Broker)	\$ 1,220.00
BUSINESS OFFICE ONLY (Two People Maximum)	\$ 211.00

C

CAR RENTAL AGENCY	\$ 649.00
CATERING	\$ 211.00
CHIROPRACTOR	\$ 422.00
COIN-OPERATED MACHINES (Inside, Exclusive Of Newsracks)	\$ 112.00
CONSULTANT	\$ 422.00
CONTRACTOR OFFICE (Construction)	\$ 469.00

COSMETOLOGIST, INDIVIDUAL	\$	161.00
COSMETOLOGY SALON (Includes One Cosmetologist)	\$	161.00

D

DANCE INSTRUCTOR	\$	211.00
DANCE STUDIO/SCHOOL	\$	422.00
DENTIST	\$	422.00
DINING ROOM, 40 CHAIRS OR LESS (Hotel, Business, Etc.)	\$	211.00
PLUS, FOR EACH CHAIR UP TO 40	\$	3.30
DINING ROOM, OVER 40 CHAIRS (Hotel, Business, Etc.)	\$	422.00
PLUS, FOR EVERY CHAIR	\$	3.30
DINING, CLUB (See DINING ROOM)		

E

ELECTRIC LIGHT COMPANY	\$	366.00
EMPLOYMENT AGENCY	\$	422.00
ENGINEER	\$	422.00

F

FACIALIST, REGISTERED (FA) OR SPECIALIST (FB)	\$	48.00
FULL SPECIALIST	\$	48.00
FULL REGISTRATION	\$	48.00

G

GAS COMPANY	\$	366.00
GOLF COURSE	\$	469.00

H

HEALTH STUDIO	\$	422.00
HOTEL, 10 ROOMS OR LESS	\$	64.00
HOTEL, MORE THAN 10 ROOMS	\$	64.00
PLUS EACH ADDITIONAL ROOM	\$	7.72

I

INSURANCE BROKER, COMPANY/AGENCY	\$	422.00
INSURANCE SALESPERSON	\$	211.00
INTERIOR DECORATOR	\$	422.00
INTERIOR DESIGNER	\$	422.00

J

JEWELER	\$	732.00
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L

LAW FIRM (Includes One Lawyer)	\$	422.00
LAWYER	\$	422.00

M

MASSAGE THERAPIST, INDIVIDUAL	\$	422.00
MASSAGE ESTABLISHMENT (Includes One Massage Therapist)	\$	422.00
MERCHANT, UP TO 400 SQ. FT.	\$	179.00
MERCHANT, 401 - 2,000 SQ. FT.	\$	422.00
MERCHANT, 2,001 - 4,000 SQ. FT.	\$	487.00
MERCHANT, 4,001 - 8,000 SQ. FT.	\$	973.00
MERCHANT, OVER 8,000 SQ. FT.	\$	1,463.00
MORTGAGE BROKER	\$	422.00
MORTGAGE COMPANY	\$	422.00
MOTOR SCOOTER AND MOTORCYCLE RENTAL	\$	1,319.00
MUSIC SERVICE	\$	422.00

N

NAIL REGISTRATION (FV) OR NAIL SPECIALIST (FT)	\$	48.00
NEWSPAPER - SEE PUBLISHER		
NIGHTCLUB WITH DANCE FLOOR	\$	1,218.00
NIGHTCLUB WITHOUT DANCE FLOOR	\$	797.00

NURSE	\$	422.00
NURSING AGENCY (Includes One Nurse)	\$	422.00

O

OPTICIAN	\$	422.00
OPTOMETRIST	\$	422.00

P

PARKING GARAGE	\$	422.00
PARKING LOT (See Chapter 22, Article VI, Parking Lots For Further Provisions)	\$	211.00
PHARMACIST (Individual)	\$	422.00
PHARMACY (Includes One Pharmacist)	\$	422.00
PHOTOGRAPHER	\$	211.00
PHYSICIAN	\$	422.00
PRINTING COMPANY	\$	422.00
PROFESSION NOT LISTED	\$	422.00
PROPERTY MANAGEMENT	\$	211.00
PUBLIC RELATIONS	\$	422.00
PUBLISHER	\$	422.00

R

REAL ESTATE BROKER	\$	422.00
RENTAL DWELLINGS, PER UNIT (Minimum Two Units)	\$	41.00
REPAIR SHOP (Other Than Auto)	\$	422.00
RESTAURANT, 40 CHAIRS OR LESS	\$	211.00
PLUS, FOR EVERY CHAIR UP TO 40	\$	3.30
RESTAURANT, MORE THAN 40 CHAIRS	\$	422.00
PLUS, FOR EACH CHAIR	\$	3.30

S

SAVINGS AND LOAN ASSOCIATION	\$	1,220.00
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SCHOOL, PRIVATE	\$ 422.00
SECURITY AGENCY, PRIVATE (Includes One Security Officer)	\$ 211.00
SECURITY OFFICER, PRIVATE	\$ 31.50
SERVICE STATION (Includes Auto Repair)	\$ 469.00
SERVICES, UNLISTED	\$ 211.00
SWIMMING POOLS, PUBLIC	\$ 422.00

T

TALENT AGENCY	\$ 422.00
TAXICABS, EACH COMPANY OR STAND	\$ 324.00
TELECOMMUNICATIONS COMPANY (Formerly Telegraph)	\$ 366.00
TELEPHONE COMPANY	\$ 366.00

Nothing in this chapter will be construed as requiring a license tax
for coin-operated telephones

THEATER	\$ 1,463.00
PLUS EACH SEAT	\$ 2.21
TRAVEL BUREAU/AGENCY	\$ 422.00
TRUST AGENCY	\$ 1,220.00

U

UNCLASSIFIED BUSINESS NOT LISTED	\$ 342.00
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V

VETERINARIAN	\$ 422.00
VETERINARIAN ESTABLISHMENT	\$ 422.00

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 9th day of May, 2017, and for second and final reading on this 13th day of June 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, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: June 13, 2017

Section of Agenda

Ordinances - First 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:

- ▣ **Ordinance No. 19-2017, False Alarms Memo**
- ▣ **Ordinance No. 19-2017, False Alarms Fee's**
- ▣ **Information False Alarms for Contractors**

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 13, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Kirk W. Blouin, Director of Public Safety

Re: Potential Amendment of Town Code, Relative to False Fire Alarms Ordinance No. 38, Emergency Services, Sec. 38-35

Date: June 1, 2017

STAFF RECOMMENDATION

Staff recommends the Town Council consider an amendment of the Town Code of Ordinances, Section 38-35, relative to modifications to regulations pertaining to service charges for excessive false alarms.

Staff recommends that the Town Council approve the changes to Town Ordinance No. 38, Section 38-35, for the first reading.

BOARD OR COMMISSION RECOMMENDATION

The ORS Committee met on this item during their last two meetings, held on April 6, 2017 and May 4, 2017, and requests 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, but 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.

Attachments

MD

cc: John C. Randolph, Town Attorney
Darrel Donatto, Deputy Fire Recue Chief
Jay Boodheshwar, Deputy Town Manager

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 FO 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 actuated by them, 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 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 ____ 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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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.