

TOWN OF PALM BEACH

Town Manager's Office

TENTATIVE -
SUBJECT TO
REVISION

TOWN COUNCIL MEETING

TOWN HALL
COUNCIL CHAMBERS-SECOND FLOOR
360 SOUTH COUNTY ROAD

AGENDA

TUESDAY, JUNE 11, 2013

9:30 AM

CORRECTED

For information regarding procedures for monitoring or participating in Town Council Meetings, please refer to the end of this agenda.

- I. CALL TO ORDER AND ROLL CALL
Mayor Gail L. Coniglio
David A. Rosow, President
Robert N. Wildrick, President Pro Tem
William J. Diamond
Richard M. Kleid
Michael J. Pucillo
- II. INVOCATION AND PLEDGE OF ALLEGIANCE
- III. PRESENTATIONS
 - A. Representative Bill Hager, District 89.
 - B. Update on Royal Poinciana Theatre.
[Pamela Stark Thomas and Adam Munder]
- IV. COMMENTS OF MAYOR GAIL L. CONIGLIO
- V. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

VI. COMMUNICATIONS FROM CITIZENS – 3 MINUTE LIMIT PLEASE
**(Another opportunity for communications from citizens will be offered
immediately after the lunch break.)**

VII. APPROVAL OF AGENDA

VIII. CONSENT AGENDA

A. MINUTES

1. MINUTES: MAY 7, 2013 Page 15
Approval of the Minutes of the Town Council Meeting.
2. MINUTES: MAY 8, 2013 Page 29
Approval of the Minutes of the Special Town Council Meeting.
3. MINUTES: MAY 15, 2013 Page 32
Approval of the Minutes of the Town Council Meeting.
4. Approval of Major Matters Considered by the Architectural Page 41
Commission at its Meeting on May 22, 2013.

B. RESOLUTIONS

1. RESOLUTION NO. 71-2013 A Resolution of the Town Council Page 55
of the Town of Palm Beach, Palm Beach County, Florida,
Awarding a Contract to Keshavarz and Associates, Inc., for
General Project Management and Engineering Support Services in
Conjunction with the Nightingale Trail/La Puerta Way
Underground Utilities Project, in the Amount of \$79,200, and
Establishing a Task Budget of \$87,200.
[H. Paul Brazil, Director of Public Works]
Deferred from the May 7, 2013, Town Council Meeting.
2. RESOLUTION NO. 72-2013 A Resolution of the Town Council of Page 66
the Town of Palm Beach, Palm Beach County, Florida, Approving
a Purchase Order in an Amount Not-to-Exceed \$79,531.86 to
Brannon and Gillespie, LLC, for General Project Management and
Engineering Support Services in Conjunction with the East Inlet
Drive Underground Utilities Project, and Establishing a Task
Budget of \$87,500. [H. Paul Brazil, Director of Public Works]
3. RESOLUTION NO. 76-2013 A Resolution of the Town Council of Page 72
the Town of Palm Beach, Palm Beach County, Florida, Approving
a Food and Beverage Services Agreement for the Town of Palm
Beach Par 3 Golf Course Between the Town of Palm Beach and

PB Ocean View, Inc. and Authorizing the Town Manager to Execute the Same on Behalf of the Town.

[Jay Boodheshwar, Director of Recreation and Special Projects]

- | | | |
|----|---|----------|
| 4. | <u>RESOLUTION NO. 79-2013</u> A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving an Agreement Between the Town of Palm Beach and Golf Channel Solutions for the Provision of Internet Based Tee Time and Advertising Services for the Palm Beach Par 3 Golf Course; and Authorizing the Town Manager to Execute the Same on Behalf of the Town.
[Jay Boodheshwar, Director of Recreation and Special Projects] | Page 168 |
| 5. | <u>RESOLUTION NO. 80-2013</u> A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Palm Beach County Interoperable Radio Communications Interlocal Agreement and Authorizing the Mayor to Execute the Same on Behalf of the Town.
[Kirk W. Blouin, Director of Public Safety] | Page 173 |
| 6. | <u>RESOLUTION NO. 81-2013</u> A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Award of RFP No. 2013-15 In-Car Video System to WatchGuard in the Amount of \$123,879 with a Contingency Budget of \$12,388 and Authorizing the Town Manager to Approve a Purchase Order for the Installation and Maintenance of the In-Car Video Recording System Pursuant to the Proposal Submitted by Vendor.
[Kirk W. Blouin, Director of Public Safety] | Page 193 |
| 7. | <u>RESOLUTION NO. 82-2013</u> A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Issuance of Purchase Order 131219 to Johnson Controls, Inc. in the Amount of \$29,433, Retroactively, for the Emergency Replacement of Cameras and Associated Mounting Hardware.
[Kirk W. Blouin, Director of Public Safety] | Page 200 |
| 8. | <u>RESOLUTION NO. 83-2013</u> A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Two Year Renewal Agreement to Nowlen, Holt & Miner, P.A., for RFP No. 2010-15, in the Amount of \$93,000 for the Fiscal Year 2013 Audit and \$96,000 for the Fiscal Year 2014 Audit, with a \$5,000 Contingency Each Year, and Authorizing the Town Manager to Take Further Action Necessary to Effectuate the Contract. [Jane Struder, Director of Finance] | Page 205 |

9. RESOLUTION NO. 84-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2013-32 and Construction Contract to Murray Logan Construction, Inc., for the Ejector Station Upgrades, in the Amount of \$4,168,000, and Establishing a Construction Phase Budget of \$4,300,000. [H. Paul Brazil, Director of Public Works] Page 209

10. RESOLUTION NO. 85-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2013-06 and Contracts to Universal Electric of Florida Inc., and C. R. Dunn, Inc., for Electrical Maintenance and Repair Services, in a Cumulative Total Amount Not-to-Exceed \$154,000. [H. Paul Brazil, Director of Public Works] Page 217

11. RESOLUTION NO. 86-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Construction Phase Engineering Services Contract to Mock, Roos and Associates, Inc., for the Ejector Station Upgrades, in the Amount of \$358,069 and Establishing a Construction Phase Engineering Services Budget of \$395,000. [H. Paul Brazil, Director of Public Works] Page 226

12. RESOLUTION NO. 87-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Non-Exclusive Utility Easement on Town Property to Florida Power & Light Company for Transformers, Conduit, and Wires to Provide Service to the D-4 Storm Water Pump Station. [H. Paul Brazil, Director of Public Works] Page 235

13. RESOLUTION NO. 88-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2013-35 and a Construction Contract to Johnson-Davis, Inc., for the A-7 and Pinewalk Force Main Replacement, in the Amount of \$724,960, and Establishing a Construction Phase Budget of \$800,000. [H. Paul Brazil, Director of Public Works] Page 241

14. RESOLUTION NO. 89-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Construction Phase Engineering Services Purchase Order in an Amount Not-to-Exceed \$67,232 to Mock, Roos & Associates, Inc., for the A-7 and Pinewalk Force Main Replacement, and Establishing a Construction Phase Budget of \$75,000. [H. Paul Brazil, Director of Public Works] Page 246

15. RESOLUTION NO. 90-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order Increase to Kimley-Horn and Associates, Inc., in an Amount Not-to-Exceed \$15,900 for Additional Design Services for the Pump Station A-39, A-41, A-42 and A-43 Generator Replacement and Establishing a Design Phase Budget of \$50,000. [H. Paul Brazil, Director of Public Works] Page 254
16. RESOLUTION NO. 91-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in an Amount Not-to-Exceed \$9,972 to Mock, Roos & Associates, Inc., for Design and Bid Phase Services to Abandon Existing Corrugated Pipes in Lakeside Park, and Establishing a Design and Bid Phase Services Budget of \$11,000. [H. Paul Brazil, Director of Public Works] Page 264
17. RESOLUTION NO. 92-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Execution of an Interlocal Agreement Between the Town of South Palm Beach, Town of Manalapan and the Town of Palm Beach for Work Required for the Interconnect to the Town of Palm Beach A-42 to A-41 and Par 3 to A-39 Force Main Replacement Project. [H. Paul Brazil, Director of Public Works] Page 272
18. RESOLUTION NO. 93-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in an Amount Not-to-Exceed \$15,340, to Kimley-Horn and Associates, Inc., for the Pump Stations A-5 and A-6 Miscellaneous Improvements Project, and Establishing a Design and Bid Phase Services Budget of \$18,000. [H. Paul Brazil, Director of Public Works] Page 285
19. RESOLUTION NO. 94-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order Increase to Mock Roos and Associates, Inc., for the E-3, Garden Road to Tangier Avenue, Force Main Replacement in an Amount Not-to-Exceed \$9,884, and Establishing a Design and Bid Phase Budget of \$11,000. [H. Paul Brazil, Director of Public Works] Page 295
20. RESOLUTION NO. 95-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Department of Public Works, Engineering Division, Standards Applicable to Public Rights-of-Way, Amending Chapter 12 Regarding Driveways and Driveway Approaches, Providing an Effective Date. [H. Paul Brazil, Director of Public Works] Page 302

21. RESOLUTION NO. 96-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in an Amount Not-to-Exceed \$3,500 to Kimley-Horn and Associates, Inc., for the Seabreeze Avenue Bulkhead Improvements Construction Phase Engineering Services, and Establishing a Construction Phase Budget of \$4,000.
[H. Paul Brazil, Director of Public Works] Page 308

22. RESOLUTION NO. 97-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Applied Technology & Management, Inc., for Field Investigations Related to Phase II of the Lake Worth Lagoon Waterway Project, in an Amount Not-to-Exceed \$49,938.43, and Establishing a Field Investigation Phase Budget of \$50,000.
[H. Paul Brazil, Director of Public Works] Page 318

C. OTHER

1. Authorization for a Town Contribution of \$10,000 to the City of West Palm Beach for Fireworks Display at the City's Fourth on Flagler Event. [Peter B. Elwell, Town Manager] Page 325

2. Acceptance of a Donation of \$100,000 from the Palm Beach Police Foundation for the Purchase of Equipment and Infrastructure for the Town-wide Security and Surveillance System.
[Kirk W. Blouin, Director of Public Safety] Page 329

3. Approval of Selection Committee Recommendation re: Pre-Qualified Contractors for General Utility Projects.
[H. Paul Brazil, Director of Public Works] Page 331

4. Authorization of Selection Committee to Pre-Qualify Contractors for Pump Stations and Miscellaneous Structures.
[H. Paul Brazil, Director of Public Works] Page 335

IX. BOARD/COMMISSION ANNUAL REPORT

A. Retirement Board of Trustees. [Raymond W. Snow, Retirement Board Chair] Page 337

X. REGULAR AGENDA

A. Old Business

None

B. New Business

1. Coastal Protection Matters

TIME CERTAIN: NOT BEFORE 1:00 PM

- a. RESOLUTION NO. 100-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Palm Beach Island Beach Management Agreement with the State of Florida Department of Environmental Protection and the State of Florida Fish and Wildlife Conservation Commission, for Defining Mutually Agreeable Methods for Coastal Erosion Control, Natural Community Protection, and Monitoring Protocols in Pursuit of Regional Management with Net Ecosystem Benefits of the Coastal System Between the Lake Worth Inlet and South Lake Worth Inlet.
[Peter B. Elwell, Town Manager] Page 386
- b. Woods Hole Group's Recommendations and Staff's Proposed 10-Year Plan.
- (1) Woods Hole Group's Final Report and Recommendations Based on its Comprehensive Review of the Town's Long Term Coastal Management Program.
[Robert P. Hamilton, Jr., Vice President, Business Development/Coastal Engineer, Woods Hole Group] Page 434
- (2) Proposed FY2014 Coastal Management Program Budget and Ten-Year Coastal Protection Plan.
[Peter B. Elwell, Town Manager, and H. Paul Brazil, Director of Public Works] Page 451
- (3) Townwide Seawall Inventory.
[H. Paul Brazil, Director of Public Works] Page 457
- (4) Comments and Questions from Town Council and the Public.
- c. Coastal Management Implementation Actions.
[H. Paul Brazil, Director of Public Works]
- (1) RESOLUTION NO. 101-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Page 475

Beach County, Florida, Approving a Purchase Order to Applied Technology & Management, Inc., for Initial Implementation of the Mid-Town Mitigation Program in an Amount Not-to-Exceed \$189,823.18, and Establishing an Engineering Services Task Budget of \$225,000.

- (2) RESOLUTION NO. 103-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Applied Technology & Management, Inc., for Professional Services Related to Regulatory Review, Development of Plans and Specifications, Bidding Support, and Construction Observations for Mid-Town Beach Nourishment Project in an Amount Not-to-Exceed \$280,989.73, and Establishing an Engineering Services Budget of \$320,000 for This Project. Page 487

- (3) RESOLUTION NO. 106-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in an Amount Not-to-Exceed \$78,248 to Applied Technology and Management, Inc., for Town-Wide 2013 Annual Physical Surveys, and Establishing a Physical Monitoring Budget of \$86,000. Page 500

2. Town's Official Comments on Environmental Impact Statement for the Deepening and Widening of Lake Worth Inlet. [Peter B. Elwell, Town Manager] Page 513
3. Proposed Purchase of a New Parking Ticket Management System. [Thomas G. Bradford, Deputy Town Manager] Page 543

XI. ORDINANCES

A. Second Reading

1. ORDINANCE NO. 2-2013 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 106, Streets, Sidewalks and Other Public Places, Article VII, Special Events on Public Property, Division 2, Permit, by Amending Section 106-282(c)(14) Relating to Application Fee and Providing for a Fee for a Late Filing; Providing for Severability; Providing for Repeal of Page 547

Ordinances in Conflict; Providing for Codification; Providing an Effective Date. [Susan Owens, Town Clerk]

2. ORDINANCE NO. 3-2013 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 18, Buildings and Building Regulations, to Include a New Article XVII, Archaeological Review, Providing for an Archaeological Assessment Prior to the Issuance of Any Permits for Demolition, Excavations, Tree Removal, or Other Ground Disturbing Activities as Required by Florida State Statute 872.05, as Amended, and the Town's Comprehensive Plan; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date. [John Page, Director of Planning, Zoning, and Building] Page 550
3. ORDINANCE NO. 4-2013 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. [John Page, Director of Planning, Zoning, and Building] Page 556

B. First Reading

1. ORDINANCE NO. 7-2013 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 82 of the Town Code of Ordinances Relating to Personnel, at Article II, Employee Benefits, Division 2, Retirement System, Amending Subdivision I, in General, by Amending Section 82-57, Board of Trustees; Administrative Duties; Investment of Retirement System Assets; Amending Subdivision IV, Police Officers, by Creating a New Section 82-127, Chapter 185 Share Plan; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date. [Peter B. Elwell, Town Manager] Page 564
2. Conflicts of Interest [John C. Randolph, Town Attorney] Page 573
 - a. ORDINANCE NO. 8-2013 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 18, Buildings and Building Regulations; Article III, Architectural Review; Division 2, Architectural Page 575

Commission, at Section 18-170, Conflicts of Interest, to Define Excessive Conflicts of Interest as Five or More Conflicts in Any One Calendar Year; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

- b. ORDINANCE NO. 9-2013 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 54, Historical Preservation; Article II, Landmarks Preservation; Section 54-38, Removal Provisions, to Define Excessive Conflicts of Interest as Five or More Conflicts of Interest in Any One Calendar Year; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date. Page 578

- c. ORDINANCE NO. 10-2013 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 2, Administration; Article V, Code Enforcement; Division 2, Code Enforcement Board, at Section 2-402, to Provide for Term Limits of Two Consecutive Years; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date. Page 581

3. Planning and Zoning Commission; Local Planning Agency. Page 584
[John C. Randolph, Town Attorney]

NOTE: THIS ITEM WILL BE HEARD AT OR AFTER 10:30 AM AND PRIOR TO THE LUNCH BREAK.

- a. ORDINANCE NO. 11-2013 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 2, Administration, of the Town Code of Ordinances, at Article IV, Boards and Commissions, by Rescinding Division 2, Planning and Zoning Commission, Sections 2-326 Through 2-344 in Their Entirety So as to Rescind the Ordinance Creating the Planning and Zoning Commission; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date. Page 591

- b. ORDINANCE NO. 12-2013 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 86, Planning, Article II, Comprehensive Planning, Division 2, Local Planning Agency, Section 86-51, So as to Designate the Town Council as the Local Planning Agency for the Town Pursuant to and in Accordance with Florida Statute Section 163.3174; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

XII. ANY OTHER MATTERS

XIII. ADJOURNMENT

PLEASE TAKE NOTE:

- No written materials received after 5:00 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 5:00 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.
- The progress of this meeting may be monitored by visiting the Town's website (www.townofpalmbeach.com) and selecting "Your Government" and then selecting "Audio (Live and Archived)." 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.
- 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.
- 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.
- 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.
- A summary of the actions taken at Town Council meetings can be viewed on the Town's website after 5 p.m. on the Friday following the Town Council meeting.

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

6/5/13

Tue 06/11/2013 09:30 AM	Town Council Meeting	Council Chambers
Wed 06/12/2013 09:30 AM	Town Council Meeting-Development Review Matters	Council Chambers
Fri 06/14/2013 09:00 AM	Retirement Board of Trustees Meeting	Council Chambers
Wed 06/19/2013 09:30 AM	Landmarks Preservation Commission Meeting	Council Chambers
Thu 06/20/2013 02:00 PM	Code Enforcement Board Meeting	Council Chambers
Wed 06/26/2013 09:00 AM	Architectural Commission Meeting	Council Chambers
Thu 07/04/2013 04:00 AM	INDEPENDENCE DAY	TOWN HALL CLOSED
Tue 07/09/2013 09:30 AM	Town Council Meeting	Council Chambers
Wed 07/10/2013 09:30 AM	Town Council Meeting-Development Review Matters	Council Chambers
Wed 07/10/2013 02:00 PM	Ordinances, Rules & Standards (ORS) Committee Meeting	Council Chambers
Thu 07/11/2013 09:30 AM	Special Town Council Meeting re: Proposed FY14 Budget	Council Chambers
Thu 07/11/2013 01:00 PM	Finance and Taxation Committee Meeting	Council Chambers
Wed 07/17/2013 09:30 AM	Landmarks Preservation Commission	Council Chambers

Thu 07/18/2013 02:00 PM	Code Enforcement Board Meeting	Council Chambers
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Wed 07/24/2013 09:00 AM	Architectural Commission Meeting	Council Chambers
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Tue 08/13/2013 09:30 AM	Town Council Meeting	Council Chambers
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Wed 08/14/2013 09:30 AM	Town Council Meeting-Development Review Matters	Council Chambers
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TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Consent Agenda

Agenda Title

MINUTES: MAY 7, 2013

APPROVAL OF THE MINUTES OF THE REGULAR TOWN COUNCIL MEETING

Presenter

Susan A. Owens, Town Clerk

Supporting Documents

- Minutes of the Regular Town Council Meeting Held on May 7, 2013

**MINUTES OF THE REGULAR TOWN COUNCIL MEETING
HELD ON TUESDAY, MAY 7, 2013**

I. CALL TO ORDER AND ROLL CALL

The Regular Town Council meeting was called to order on Tuesday, May 7, 2013, at 9:32 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

Town Clerk Owens gave the invocation. Council President Rosow led the Pledge of Allegiance.

III. PRESENTATIONS

- A. Scholarship Provided by the Palm Beach Civic Association and The Citizens' Association of Palm Beach.
[Ned Barnes, Palm Beach Civic Association and Bruce Heyman, Citizens' Association of Palm Beach]

Mayor Coniglio presented the scholarship award to Brittany Baker, son of Sean Baker, Fire-Rescue.

- B. Recognition of Eugene Lawrence, Planning and Zoning Commission, From February 2007 Through March 2013.

Mayor Coniglio recognized Eugene Lawrence for his service on the Planning and Zoning Commission.

- C. Recognition of Chris Storkerson, Recreation Advisory Commission, From April 2010 through April 2013.

Mayor Coniglio recognized Chris Storkerson for his service on the Recreation Advisory Commission.

- D. Update on Royal Poinciana Playhouse Lease. [David A. Rosow, Town Council President]

1 National Arts Institute (NAI) Executive Director Pamela Stark Thomas provided
2 an update on the Royal Poinciana Playhouse lease. She stated that the proposed
3 lease is currently being reviewed by NAI's and Sterling Palm Beach's attorneys,
4 and that they are eager to move forward. She clarified that the \$10 million donor
5 is not Kenneth Ohrstrom and that the identification of that donor will be made at
6 the appropriate time. She added that NAI is intent on complying with the
7 conditions of the 1979 Royal Poinciana Plaza agreement and any other Town
8 requirements.

9
10 Council President Pro Tem Wildrick expressed concerns over parking and other
11 decisions that are being made regarding the Plaza and recommended putting those
12 decisions on hold until the Royal Poinciana Theater's plans have been finalized
13 and there is a whole plan for the Plaza.

14
15 Council Member Kleid stated that the Town has been waiting a long time for a
16 tenant to emerge, and that the Town should not stall it before it comes to fruition.

17
18 Council President Rosow spoke regarding his efforts in facilitating an agreement
19 between NAI and Sterling and re-emphasized that he was acting in a private
20 capacity, not as Council President.

21
22 E. Presentations by Applicants for the Planning and Zoning Commission.

23
24 The following applicants provided presentations to the Town Council:

25
26 Thomas Greenbaum
27 Kevin Kenny
28 Bruce Langmaid
29

30 **IV. COMMENTS OF MAYOR GAIL L. CONIGLIO**

31
32 Mayor Coniglio announced that there would be a special Town Council meeting
33 tomorrow at 9:00 a.m. regarding Lake Worth Inlet management.

34
35 Mayor Coniglio spoke regarding Resolution No. 78-2013, stating that the Town Council
36 and Staff have been working closely to analyze the Port of Palm Beach's plans for
37 expansion and to preserve the Town's and the residents' rights as that process goes
38 forward. The environmental impact and feasibility study is just the first step. She
39 assured the public that the Town Council and Staff will continue to monitor and
40 participate in the process to protect both the Town's interests and its future. She also
41 expressed her thanks to the Civic Association for their financial assistance in the process.

42
43 Mayor Coniglio also expressed her thanks to the Town's Civic and Citizens Associations
44 for their recognition and support of the Town employees and the education of their
45 children.
46

Mayor Coniglio requested that residents remain engaged with the Town during the summer as there are several items coming up that will impact the future of the Town, such as the Woods Hole Group Report, the 10-year Coastal Management Program and its funding, and next year's budget. She added that all of the meetings can be heard live online, and that Staff can assist those who wish to listen in.

V. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

Council President Rosow clarified that the special meeting tomorrow was originally scheduled for today, which is why today's regular meeting was held today rather than its usual day. Subsequently, the Town received notification that the authorities who planned to attend the special meeting could not be here today; therefore, that meeting has been rescheduled for tomorrow.

VI. COMMUNICATIONS FROM CITIZENS – 3 MINUTE LIMIT PLEASE

Simon Taylor, Chairman Palm Beach Theatre Guild, spoke regarding the Royal Poinciana Playhouse, Royal Poinciana Plaza and the 1979 agreement, and the National Arts Institute's plans.

Gregg Beletsky, President Worth Avenue Association, announced that the Association's beach clean-ups will resume in June and will be held on the second Tuesday of the month, through October, at 5:30 p.m.; the beaches will be determined by Coastal Coordinator Rob Weber. He added that more information will be forthcoming on the Town's website and in the Palm Beach Daily News.

Eugene Fusz, 223 Park Avenue, spoke in opposition to the Town Code provision limiting the time that vehicles can be parked along the street in residential areas to 48 hours.

By consensus of the Town Council, ORS was directed to review the Town Code provision limiting the number of hours vehicles can be parked along the street in residential areas.

Thomas Greenbaum, 301 Australian Avenue, spoke regarding the proposed Royal Poinciana Way PUD-5 and the Royal Poinciana Playhouse.

Leslie Evans, 135 Seminole Avenue, spoke regarding the ongoing Roddy construction next to his building, parking ticket fees, and redesigning the nearby parking spaces.

VII. APPROVAL OF AGENDA

The following change was made to the Agenda:

DEFERRED: Item VIII.B.8., Resolution No. 71-2013, was pulled from Consent and deferred to the June 11, 2013, Town Council meeting.

Motion was made by Council Member Diamond, and seconded by Council Member

Pucillo, to approve the Agenda, as amended above. On roll call, the motion carried unanimously.

VIII. CONSENT AGENDA

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

A. MINUTES

1. MINUTES: APRIL 9, 2013
Approval of the Minutes of the Town Council Meeting.
2. MINUTES: APRIL 9, 2013
Approval of the Minutes of the Special Town Council Meeting.
3. MINUTES: APRIL 10, 2013
Approval of the Minutes of the Town Council Meeting.
4. Approval of Major Matters Considered by the Architectural Commission at its Meeting on April 24, 2013.

B. RESOLUTIONS

1. RESOLUTION NO. 62-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Contract to Richard Maxwell, Inc., for Consulting Arborist Services in the Amount of \$33,750 and Establishing a Project Budget of \$35,500. [H. Paul Brazil, Director of Public Works]
2. RESOLUTION NO. 65-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Construction Contract to D.S. Eakins Construction Corporation, for the A-42 to A-41 and Par 3 to A-39 Force Main Replacement, in the Amount of \$1,956,569, and Establishing a Construction Phase Budget of \$2,130,000. [H. Paul Brazil, Director of Public Works]
3. RESOLUTION NO. 66-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Contract for Construction Administration Services to Mock Roos & Associates, Inc. in the Amount of \$147,717 for the A-42 to A-41 and Par 3 to A-39 Force Main Replacement and Establishing a Construction Phase Budget of \$165,000. [H. Paul Brazil, Director of Public Works]

- 1 4. RESOLUTION NO. 67-2013 A Resolution of the Town Council of the
2 Town of Palm Beach, Palm Beach County, Florida, Awarding a Contract
3 to Murray Logan Construction, Inc., for the Sand Transfer Plant Repairs,
4 in the Amount of \$473,950, and Establishing a Construction Phase Budget
5 of \$525,000.
6 [H. Paul Brazil, Director of Public Works]
7
8 5. RESOLUTION NO. 68-2013 A Resolution of the Town Council of the
9 Town of Palm Beach, Palm Beach County, Florida, Awarding a Contract
10 to Kimley-Horn and Associates, Inc., for Construction Administration
11 Phase Services for the Sand Transfer Plant Repairs in an Amount of
12 \$24,620 and Establishing a Construction Phase Budget of \$27,000. [H.
13 Paul Brazil, Director of Public Works]
14
15 6. RESOLUTION NO. 69-2013 A Resolution of the Town Council of the
16 Town of Palm Beach, Palm Beach County, Florida, Awarding a Contract
17 to TLC Diversified, Inc., for Ocean Outfall Junction Box Rehabilitation, in
18 the Amount of \$82,616, and Establishing a Construction Phase Budget of
19 \$91,000.
20 [H. Paul Brazil, Director of Public Works]
21
22 7. RESOLUTION NO. 70-2013 A Resolution of the Town Council of the
23 Town of Palm Beach, Palm Beach County, Florida, Awarding a Contract
24 for Construction Administration Services to Kimley-Horn and Associates,
25 Inc., in the Amount of \$8,525 for the Ocean Outfall Junction Box
26 Rehabilitation and Establishing a Construction Phase Budget of \$10,000.
27 [H. Paul Brazil, Director of Public Works]
28
29 8. RESOLUTION NO. 71-2013 A Resolution of the Town Council of the
30 Town of Palm Beach, Palm Beach County, Florida, Awarding a Contract
31 to Keshavarz and Associates, Inc., for General Project Management and
32 Engineering Support Services in Conjunction with the Nightingale
33 Trail/La Puerta Way Underground Utilities Project, in the Amount of
34 \$79,200, and Establishing a Task Budget of \$87,200.
35 [H. Paul Brazil, Director of Public Works] – ***This item was deferred to the***
36 ***June 11, 2013, Town Council meeting.***
37
38 9. RESOLUTION NO. 73-2013 A Resolution of the Town Council of the
39 Town of Palm Beach, Palm Beach County, Florida, Authorizing the
40 Mayor to Execute a Resolution Supporting a Florida Inland Navigation
41 District Waterways Assistance Program Grant Application. [H. Paul
42 Brazil, Director of Public Works]
43
44 10. RESOLUTION NO. 74-2013 A Resolution of the Town Council of the
45 Town of Palm Beach, Palm Beach County, Florida, Authorizing State
46 Grant FDEP Contract No. 13PB2, Between the State of Florida

Department of Environmental Protection and the Town of Palm Beach under the Bureau of Beaches and Coastal Systems Florida Beach Management Funding Assistance Program for the Continued Implementation of the Lake Worth Inlet Management Plan, and Authorizing the Town Council President to Execute Same on Behalf of the Town.

[H. Paul Brazil, Director of Public Works]

11. RESOLUTION NO. 75-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Change Order for the Par 3 Clubhouse Project, in the Amount of \$320,000 and Increasing the Guaranteed Maximum Price of the Construction Manager At-Risk Contract for Hedrick Brothers Construction to \$2,950,000.

[H. Paul Brazil, Director of Public Works]

12. RESOLUTION NO. 78-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Contract to Coastal Systems International, Inc. (CSI), for Engineering and Environmental Review Services Related to the U.S. Army Corps of Engineers Draft Feasibility Study and Environmental Impact Statement (EIS) for Lake Worth Inlet, Palm Beach Harbor, in an Amount Not to Exceed \$29,485.

[H. Paul Brazil, Director of Public Works]

C. OTHER

1. Approval of Request for Underground Utilities Assessment Area for East Inlet Drive. [Peter B. Elwell, Town Manager]
2. Approval of Request for Underground Utilities Assessment Area for Nightingale Trail/La Puerta Way. [Peter B. Elwell, Town Manager]
3. Authorization of Selection Committee for Civil Engineering Consulting Services. [H. Paul Brazil, Director of Public Works]
4. Ratification of Town Manager Peter Elwell's Designation of Town Engineer William Francis to Serve as the Town's Representative on the East Central Regional Water Reclamation Facility Operations Board. [Peter B. Elwell, Town Manager]

IX. BOARD/COMMISSION ANNUAL REPORT

- A. Code Enforcement Board.
[Harris S. Fried, Chair and Kirk Blouin, Director of Public Safety]

Harris Fried, Code Enforcement Board Chairman, provided a summary of the

Annual Report.

By consensus of the Town Council, the Code Enforcement Board Annual Report was accepted.

X. COMMITTEE REPORTS

- A. Reconsideration and Acceptance of the Ordinances, Rules, & Standards Committee Meeting Report of February 8, 2012.
[William J. Diamond, Chair]

Motion was made by Council Member Diamond, and seconded by Council Member Pucillo, to accept the Ordinances, Rules, and Standards Committee Report of February 8, 2012. On roll call, the motion carried unanimously.

- B. Report of the Ordinances, Rules, & Standards Committee Meeting of May 30, 2012. [William J. Diamond, Chair]

Motion was made by Council Member Diamond, and seconded by Council Member Pucillo, to accept the Ordinances, Rules, and Standards Committee Report of May 30, 2012. On roll call, the motion carried unanimously.

- C. Ordinances, Rules, and Standards Committee Meeting of April 11, 2013.
[William J. Diamond, Chair]

Council Member Diamond provided an overview of the Committee's recommendation regarding the "3 Strike Rule" for conflicts of interest for board and commission members.

Discussion ensued regarding the hardship the 3 Strike Rule posed for some members, other remedies for handling excessive conflicts of interest, getting qualified applicants, creating a fair appointment system, and Town Council conflict of interest laws.

Responding to Council Member Diamond, Town Attorney Randolph stated that, the way the ordinance is currently written, board and commission members are automatically removed after the third conflict.

Motion was made by Council Member Diamond, and seconded by Council Member Pucillo, to approve the substitution of the "3 Strike Rule" with the "5 Strike Rule", which would allow board and commission members up to 4 conflicts of interest per year. On roll call, the motion carried unanimously.

Council Member Diamond provided an overview of the Committee's deliberations regarding allowing architects registered in a state other than Florida to be eligible to serve as an architect appointee on boards or commissions that

currently require one or more Florida registered architects to serve on the board or commission.

Discussion ensued regarding how to determine residency for the purposes of appointment and the need for the architect(s) to be Florida registered.

By consensus of the Town Council, the issue of allowing architects registered in a state other than Florida to be eligible to serve as an architect appointee on boards or commissions that currently require one or more Florida registered architects to serve on the board or commission was remanded back to ORS for further review. ORS was also directed to consider requirements for determining residency.

Council Member Diamond provided an overview of the Committee's recommendation regarding term limits for Code Enforcement Board members.

Motion was made by Council Member Diamond, and seconded by Council Member Pucillo, to approve the establishment of a two full 3-year term limit for Code Enforcement Board members, with the ability of members to serve one more term if there are no other applicants or a current board member has already served two full 3-year terms. On roll call, the motion carried unanimously.

Town Clerk Owens provided an overview of the proposed changes to Charitable Solicitation Permits and Special Event Permits.

Motion was made by Council Member Diamond, and seconded by Council Member Pucillo, to accept the remainder of the Ordinances, Rules, and Standards Committee Report of April 11, 2013. On roll call, the motion carried 4-0, with Council Member Kleid absent.

XI. REGULAR AGENDA

A. Old Business - None

B. New Business

1. Florida Power and Light Request for Town Permission to Close a Portion of South Ocean Boulevard and for the Town to Grant an Easement on Submerged Lands.
[H. Paul Brazil, Director of Public Works]

Director of Public Works Brazil provided an overview of Florida Power and Light's request.

Maziar Keshavarz, Keshavarz and Associates on behalf of Florida Power and Light, provided additional information regarding the project.

Discussion ensued regarding last year's project, resurfacing of the road after the construction, the extent of the disturbances, the technology being utilized, and communicating with the residents regarding the construction activities.

Motion was made by Council Member Diamond, and seconded by Council Member Kleid, to approve Florida Power and Light's request to close a portion of South Ocean Boulevard and for the Town to grant an easement on submerged lands. Staff was also directed to work with the contractor to contact the affected residents and establish a plan for communicating with them regarding any construction activities. On roll call, the motion carried unanimously.

2. Authorization to Reject All Submittals for RFP No. 2013-09 - Construction Management Services and Re-Advertise.
[H. Paul Brazil, Director of Public Works]

Motion was made by Council Member Diamond, and seconded by Council Member Pucillo, to authorize the rejection of all submittals for RFP No. 2013-09 - Construction Management Services and re-advertise. On roll call, the motion carried unanimously.

3. Discussion of Shop Locally - Shop Palm Beach Initiative.
[William J. Diamond, Town Council Member]

Worth Avenue Association President Gregg Beletsky, on behalf of Laurel Baker, provided an overview of the Initiative and stated that the three business associations involved are requesting a contribution of \$5,000 from the Town to offset their costs.

Discussion ensued regarding cost and where the mailings will be targeted.

Thomas Greenbaum, 301 Australian Avenue, spoke regarding other distribution options.

Discussion ensued regarding the needs of the businesses, using e-mail, the role of government, precedent, identifying those residences that are still occupied, the Town budget, and Palm Beach Island Cats.

No action was taken.

4. Website Development Update.
[Jay Boodheshwar, Director of Recreation and Special Projects]

Town Manager Elwell stated that what is being presented is a work in progress, and that it is a culmination of a committee that represents each department and all of the levels of authority in the Town. He added that the website will be upgraded not only in appearance, but also in

1 functionality.

2
3 Director of Recreation and Special Projects Boodheshwar provided an
4 overview of the current website, presented the objectives, functionalities,
5 and design examples of the new website, and provided the timeline for
6 completion of the project.

7
8 Discussion ensued regarding utilizing social media and text messaging.

9
10 Town Manager Elwell clarified that the use of social media would be in
11 addition to text messaging.

12
13 **By consensus of the Town Council, Staff was directed to implement delivery of news**
14 **releases via text messages.**

- 15
16 5. Designation of the Town Council as the Town's Local Planning Agency
17 and Consideration of the Future of the Planning and Zoning Commission.
18 [Robert N. Wildrick, President Pro Tem]

19
20 Council President Pro Tem Wildrick provided a history of the Local
21 Planning Agency (LPA) and the Planning and Zoning Commission (PZC),
22 an overview of why the Town Council should be designated as the Local
23 Planning Agency, and spoke in favor of special purpose commissions
24 being appointed, as needed.

25
26 Discussion ensued regarding duplication of efforts, use of resources,
27 eliminating or combining other advisory commissions, having a venue for
28 citizens to voice their concerns, the purpose and role of the PZC,
29 jurisdiction of the PZC and recent issues they've brought up, state law
30 requiring a LPA, what other municipalities do, remedies short of
31 eliminating the PZC, allowing for more time to review these issues,
32 efficiency, the Town being fully developed, zoning changes, officials'
33 responsibilities, the amount of presentations needing to be made by
34 professionals and consultants, allowing PZC members to address some of
35 these questions, the need to hear from Staff regarding the time and costs of
36 maintaining the PZC, broadening the talent pool for other boards, review
37 of zoning ordinances, complexity of planning and zoning matters, and
38 provision of a platform for divergent opinions.

39
40 **Motion was made by Council President Pro Tem Wildrick, and seconded by Council**
41 **Member Diamond, to tentatively approve the designation of the Town Council as the**
42 **Town's Local Planning Agency and to direct the Town Attorney to prepare the necessary**
43 **ordinance for the June 11, 2013, Town Council meeting. On roll call, the motion carried 4-**
44 **1, with Council Member Pucillo dissenting.**
45

Motion was made by Council President Pro Tem Wildrick, and seconded by Council Member Diamond, to tentatively approve the elimination of the Planning and Zoning Commission and to direct the Town Attorney to prepare the necessary ordinance for the June 11, 2013, Town Council meeting. Said ordinance shall include a Whereas clause reiterating the Town Council's authority to appoint special committees, as needed, for planning and zoning items requiring additional study. On roll call, the motion carried 3-2, with Council Members Kleid and Pucillo dissenting.

6. Appointments to the Planning and Zoning Commission.
[John Page, Director of Planning, Zoning, and Building]

Motion was made by Council Member Diamond, and seconded by Council Member Pucillo, to ratify the appointments of Bruce Langmaid as a regular member, and Kevin Kenny as an alternate member, to the Planning and Zoning Commission. On roll call, the motion carried unanimously.

XII. ORDINANCES

- A. Second Reading – None
- B. First Reading

1. ORDINANCE NO. 2-2013 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 106, Streets, Sidewalks and Other Public Places, Article VII, Special Events on Public Property, Division 2, Permit, by Amending Section 106-282(c)(14) Relating to Application Fee and Providing for a Fee for a Late Filing; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date. [Susan Owens, Town Clerk]

Motion was made by Council Member Diamond, and seconded by Council Member Kleid, to approve Ordinance No. 2-2013, on first reading. On roll call, the motion carried unanimously.

2. ORDINANCE NO. 3-2013 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 18, Buildings and Building Regulations, to Include a New Article XVII, Archaeological Review, Providing for an Archaeological Assessment Prior to the Issuance of Any Permits for Demolition, Excavations, Tree Removal, or Other Ground Disturbing Activities as Required by Florida State Statute 872.05, as Amended, and the Town's Comprehensive Plan; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.
[John Page, Director of Planning, Zoning, and Building]

1 **Motion was made by Council Member Diamond, and seconded by Council Member Kleid,**
2 **to approve Ordinance No. 3-2013, on first reading. On roll call, the motion carried**
3 **unanimously.**

- 4
5 3. ORDINANCE NO. 4-2013 An Ordinance of the Town Council of the
6 Town of Palm Beach, Palm Beach County, Florida, Amending the Town
7 Code of Ordinances at Chapter 114 Taxation, Article II, Local Business
8 Tax, at Section 114-43 Schedule, So as to Amend the Fees Delineated for
9 Each Business, Profession or Occupation; Providing for Severability;
10 Providing for Repeal of Ordinances in Conflict; Providing for
11 Codification; Providing an Effective Date. [John Page, Director of
12 Planning, Zoning, and Building]

13
14 **Motion was made by Council Member Diamond, and seconded by Council Member Kleid,**
15 **to approve Ordinance No. 4-2013, on first reading. On roll call, the motion carried**
16 **unanimously.**

17
18 **XIII. ANY OTHER MATTERS**

19
20 Responding to Mayor Coniglio's inquiry as to why the Architectural Commission's
21 (ARCOM) minutes come before the Town Council, but the LPC's minutes do not, Town
22 Manager Elwell responded that the Town Code requires that those ARCOM items falling
23 under the category of "major matters" are required to be ratified by the Town Council.

24
25 Mayor Coniglio stated that the Town Council should have the ability to look at certain
26 decision-making processes to protect the Town as a whole.

27
28 Mayor Coniglio then spoke regarding comments that have been made regarding when the
29 agendas are posted.

30
31 Discussion ensued regarding the agenda process, posting of a draft agenda, posting the
32 agenda earlier, transparency, and confusion regarding changes to the draft agenda.

33
34 **Town Manager Elwell stated that Staff could make a firm commitment to post the agendas**
35 **on Wednesday instead of Thursday.**

36
37 Anita Seltzer, 44 Cocoanut Row, spoke regarding the opportunity for public comment on
38 the discussion regarding the designation of the Town Council as the LPA and the
39 elimination of the Planning and Zoning Commission.

40
41 Council President Rosow responded that no one came to the podium or otherwise
42 indicated that they wished to speak on the item.

43
44 Responding to Ms. Seltzer, Town Attorney Randolph clarified that there is no
45 requirement that a formal question asking if there are any members of the public who
46 wish to speak on a matter be made.

1 Responding to Council Member Diamond, Town Attorney Randolph stated that he will
2 be drafting language to define “interested parties”, and that he will be bringing the
3 language before ORS for their review.
4

5 **XIV. ADJOURNMENT**

6
7 There being no further business, the May 7, 2013, regular Town Council meeting was
8 adjourned at 12:45 p.m.
9

10
11 APPROVED:
12
13

14
15 ATTEST:

16 David A. Rosow
17 Town Council President

18
19 _____
20 Susan A. Owens, MMC
21 Town Clerk

22
23 _____
Date

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Consent Agenda

Agenda Title

MINUTES: MAY 8, 2013

APPROVAL OF THE MINUTES OF THE SPECIAL TOWN COUNCIL MEETING

Presenter

Susan A. Owens, Town Clerk

Supporting Documents

- Minutes of the Special Town Council Meeting Held on May 8, 2013

**MINUTES OF THE SPECIAL TOWN COUNCIL MEETING
HELD ON WEDNESDAY, MAY 8, 2013**

I. CALL TO ORDER AND ROLL CALL

The Special Town Council meeting was called to order at 9:04 a.m. on Wednesday, May 8, 2013, in the Town Council Chambers. On roll call, all of the elected officials were found to be present.

II. PLEDGE OF ALLEGIANCE

Council President Rosow led the Pledge of Allegiance.

Council President Rosow stated that, at yesterday's meeting, he incorrectly stated that Staff was the one who determined that the seating capacity of the Royal Poinciana Playhouse had to be reduced. He clarified that this determination was actually made by the National Arts Institute's (NAI) architects and engineers. He added that he had received a public records request regarding his participation in the lease negotiations with NAI and Sterling Palm Beach. He stated for the record that his participation was done in an individual capacity, and not as Town Council President; therefore, any related records are not public record.

III. APPROVAL OF AGENDA

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

IV. CONSIDERATION OF SAND MANAGEMENT AT LAKE WORTH INLET, INCLUDING TOWN OF PALM BEACH VS. THE UNITED STATES OF AMERICA, CIVIL ACTION NO. 09-64L, IN THE UNITED STATES COURT OF FEDERAL CLAIMS.

Mayor Coniglio introduced Colonel Alan Dodd, District Engineer, Lieutenant Colonel Thomas Greco, Deputy District Engineer, David Hobbie, Deputy District Engineer for Programs and Project Management, and Tim Murphy, Project Manager, with the United States Army Corps of Engineers (USACE). She spoke regarding the history of the relations between the Town and the USACE, and the agreement that the Town and the

USACE had come to regarding sand management at the Lake Worth Inlet. She stated that, together, we have developed a "215 Agreement" that will allow the USACE to fully reimburse the Town for the cost of extending the sand transfer plant pipeline, if the Town decides to move forward with that project. She added that USACE has sent the Town a letter committing to maintain a strong collaborative approach, including monthly conference calls, occasional face-to-face meetings, and cooperative action on all of these matters going forward. She then requested that the Town Council authorize Attorney Jerry Stouck to dismiss the lawsuit between the Town and the USACE.

Council Member Pucillo recommended that the dismissal be made with prejudice.

Motion was made by Council Member Diamond, and seconded by Council Member Kleid, to dismiss the lawsuit, with prejudice, between the Town and the USACE. On roll call, the motion carried unanimously.

V. ANY OTHER MATTERS – None

VI. ADJOURNMENT

There being no further business, the May 8, 2013, special Town Council meeting was adjourned at 9:18 a.m.

APPROVED:

ATTEST:

David A. Rosow
Town Council President

Susan A. Owens, MMC
Town Clerk

Date

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Consent Agenda

Agenda Title

MINUTES: MAY 15, 2013

APPROVAL OF THE MINUTES OF THE REGULAR TOWN COUNCIL MEETING

Presenter

Susan A. Owens, Town Clerk

Supporting Documents

- Minutes of the Regular Town Council Meeting Held on May 15, 2013

**MINUTES OF THE REGULAR TOWN COUNCIL MEETING
HELD ON WEDNESDAY, MAY 15, 2013**

I. CALL TO ORDER AND ROLL CALL

The Regular Town Council meeting was called to order on Wednesday, May 15, 2013, at 9:30 a.m. in the Town Council Chambers. On roll call, Council President Rosow and Council President Pro Tem Wildrick were not present. A quorum was present, and Council Member Kleid assumed the position of Council President for these proceedings.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. COMMENTS OF MAYOR GAIL L. CONIGLIO – None

IV. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

Council Member Pucillo recognized the passing of former Council Member Thomas Mettler.

V. COMMUNICATIONS FROM CITIZENS – 3 MINUTE LIMIT PLEASE

Robert Andrew Roddy, 231 Kenlyn Road, spoke regarding preserving Town character and providing flexibility for historical restorations.

Council President Kleid announced that, since two Council Members are absent, all quasi-judicial items will require a unanimous vote to pass. He added that applicants also have the option of requesting a deferral to present before the full Town Council at a later date.

Town Attorney Randolph spoke regarding the letter he received last week from the American Institute of Architects (AIA) recommending that architects serving on the Architectural (ARCOM) or Landmarks Preservation (LPC) Commissions be Florida registered. At the May 7, 2013, meeting he had stated that the letter was from either a national or state organization; subsequently, however, he determined that the letter had actually been written by the Executive Secretary of the AIA Florida Chapter.

Upon request from Robert Moore, West Palm Beach and former employee, Town Attorney Randolph confirmed that if an applicant receives less than three votes, it is considered an automatic denial of the application and that the applicant would have to wait one year before applying again.

Upon request from Dan Borislow, Town Attorney Randolph opined that his request for a waiver of construction hours did not require a unanimous vote in order to pass, but rather only a majority vote of the members present.

VI. APPROVAL OF AGENDA

Wendy Victor, 208 Via Tortuga, clarified that Bethesda-by-the-Sea is withdrawing their appeal, not requesting a deferral.

The following amendments were made:

WITHDRAWN: Item No. VII.A.1., Bethesda-by-the-Sea Appeal, was withdrawn.

WITHDRAWN: Item No. VII.A.2., Robert Andrew Roddy Appeal, was withdrawn.

DEFERRAL: Item No. VII.C.2.e., Variance #19-2013, was deferred to the July 10, 2013, Town Council Meeting.

ADDITION: Appointment of Richard M. Kleid as the Town representative to Citizens' Committee on Airport Noise (CCAN) was added to the agenda under Any Other Matters.

Motion was made by Council Member Diamond, and seconded by Council Member Pucillo, to approve the Agenda, as amended above. On roll call, the motion carried 3-0, with Council President Rosow and Council President Pro Tem Wildrick absent.

VII. DEVELOPMENT REVIEWS

A. Appeals

1. Appeal of Landmarks Preservation Commission's Decision Regarding COA#003-2013 (Bethesda-By-The-Sea Episcopal Church) by Peter S. Broberg, Esq.
[John Page, Director of Planning, Zoning and Building]
Deferred from the March 13, 2013, Town Council Meeting. – Item Was Withdrawn

2. Appeal of Architectural Commission's Decision Regarding A-011-2013 (231 Kenlyn Road) by Robert Andrew Roddy.
[John Page, Director of Planning, Zoning and Building] – *Item Was Withdrawn*

(Clerk's Note: The following item was heard after Item No. VII.C.2.c.)

B. Time Extensions & Waivers

1. Request for Waiver of Section 42-199, Hours of Construction Work, at 1045 South Ocean Boulevard Per Letter Dated April 19, 2013, from Jeffrey D. Brasseur and Dan Borislow.

There was no ex-parte communication declared by the Town Council.

Daniel Borislow provided an overview of his request.

Director of Planning, Zoning, and Building Page provided Staff's comments.

Discussion ensued regarding the length of construction, the increased scope of the project, and the length of the extension.

Motion was made by Council Member Diamond, and seconded by Council Member Pucillo, to approve the request for waiver of Section 42-199, Hours of Construction Work, at 1045 South Ocean Boulevard, subject to a fine of \$1,092.40 per day for any work performed after thirty (30) days. The 30-day period shall include issuance of a certificate of occupancy and final sign-off by the Town. On roll call, the motion carried 3-0, with Council President Rosow and Council President Pro Tem Wildrick absent.

C. Variances, Special Exceptions, and Site Plan Reviews

2. Old Business – None

3. New Business

- a. SITE PLAN REVIEW #5-2013 The application of Peter W. May and Leni May; relative to property commonly known as **310 Atlantic Avenue #1**; described as lengthy legal description on file; located in the R-D (1) Zoning District. The applicant is requesting Site Plan modification approval for the installation of four awnings totaling 425.5 square feet on the ground floor and balcony of a dwelling unit on a multi-family property. The proposed awnings are as follows: a. First Floor North 15 feet x 8 feet 7 inches; b. First Floor Center 8 feet x 8 feet 7 inches; c. First Floor South 14 feet x 8 feet 7 inches; and, d. Second Floor South 18 feet x 6 feet. [Attorney: M. Timothy Hanlon]

The following ex-parte communications were declared: Mayor Coniglio, Council President Kleid, and Council Members Diamond and Pucillo spoke with Attorney Hanlon, who advocated the

position of his clients.

Attorney Hanlon, on behalf of Peter W. May and Leni May, provided an overview of the applicants' request.

Zoning Administrator Castro provided Staff's comments.

Motion was made by Council Member Diamond, and seconded by Council Member Pucillo, that Site Plan Review #5-2013 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, subject to approval of the Condominium Association. On roll call, the motion carried 3-0, with Council President Rosow and Council President Pro Tem Wildrick absent.

- b. SITE PLAN REVIEW #6-2013 The application of 106 Hammon Avenue, LLC (John J. Cafaro, Member); relative to property commonly known as **106 Hammon Avenue**; described as The West 80 feet of Lot 1, Block 2, of VILLA MARINE, according to the Plat thereof, as recorded in Plat Book 2, Page 98, Public Records of Palm Beach County, Florida; located in the R-C Zoning District. The applicant is requesting Site Plan modification to permit a renovation of the existing apartment building as follows: Reduce the number of residential units from 11 to 6; lower the floor level of the units on the first floor by 22 inches; eliminate the existing southern steps and landing on the east side of the building so that the door will be at ground level; eliminate the existing south door, steps and landing on the west side of the building; replace the existing window unit air conditioners with quieter, more efficient units to be placed on the roof behind the existing mechanical room to be shielded from the neighbors by new wing walls; minor exterior window changes to be submitted to Architectural Commission for approval. There will be no change to the height or overall height of the building.

[Attorney: M. Timothy Hanlon]

The following ex-parte communications were declared: Mayor Coniglio, Council President Kleid, and Council Members Diamond and Pucillo spoke with Attorney Hanlon, who advocated the position of his client.

Attorney Hanlon, on behalf of 106 Hammon Avenue, LLC, provided an overview of the applicant's request.

Zoning Administrator Castro provided Staff's comments.

Neil Schiller, Becker & Poliakoff, 625 N. Flagler Dr., West Palm Beach, representing Winthrop House, stated that the applicant has been working with his client to address their concerns regarding the roof top aesthetics, and that they support the proposed changes.

Motion was made by Council Member Diamond, and seconded by Council Member Pucillo, that Site Plan Review #6-2013 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, subject to the condition that the applicant continue to work with the Winthrop House to address their concerns and that access to the roof be limited to maintenance only. On roll call, the motion carried 3-0, with Council President Rosow and Council President Pro Tem Wildrick absent.

c. SPECIAL EXCEPTION #8-2013 WITH SITE PLAN REVIEW

The application of Alex Gilmurray, as Chief Financial Officer of Breakers Palm Beach, Inc.; relative to property commonly known as **1 South County Road**; described as lengthy legal description on file; located in the PUD-A Zoning District. The applicant is requesting approval for some physical improvements to the pool areas in the southeast portion of the hotel property. These improvements will include: the conversion of the previously-constructed pavilion on the beach bungalow area to a gazebo bar with 38 seats. No structural changes are being made to the pavilion. The proposed bar will serve hotel members and guests only; replacement of existing kiddie pool on the west side of the south pool deck with a landscape feature; replacement of concrete pavement with pavers set in sand and addition of new Jacuzzi on east side of south pool desk; enclosure of approximately 635 square feet (A/C space) on the east side of the spa and courtyard renovation including new paving in spa area; renovations in the spa lap pool area including enlargement of the existing jacuzzi and a new shade pergola structure immediate north of the lap pool.

[Attorney: James M Crowley]

Attorney Crowley, on behalf of Alex Gilmurray, as Chief Financial Officer of Breakers Palm Beach, Inc., provided an overview of the applicant's request.

Zoning Administrator Castro provided Staff's comments.

Motion was made by Council Member Diamond, and seconded by Council Member Pucillo, that Special Exception #8-2013 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, and that the site plan review relating

to Special Exception #8-2013 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 3-0, with Council President Rosow and Council President Pro Tem Wildrick absent.

- d. VARIANCE #18-2013 The application of Ramsey and Suzanne Frank; relative to property commonly known as **485 South County Road**; described as Lot 86, SINGER ADDITION TO THE TOWN OF PALM BEACH, according to the Plat thereof as recorded in Plat Book 8, Page 81, Public Records of Palm Beach County, Florida; located in the R-B Zoning District. The applicant is requesting approval for a variance to construct a 385.5 square foot second story addition to expand the master bedroom with a proposed 10 foot side yard setback on the south of the house in lieu of the 15 foot minimum required. [Attorney: Maura A. Ziska]

The following ex-parte communications were declared: Council President Kleid and Council Members Diamond and Pucillo spoke with Attorney Ziska, who advocated the position of her clients.

Attorney Ziska, on behalf of Ramsey and Suzanne Frank, provided an overview of the applicants' request.

Zoning Administrator Castro provided Staff's comments.

Motion was made by Council Member Diamond, and seconded by Council Member Pucillo, that Variance #18-2013 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 3-0, with Council President Rosow and Council President Pro Tem Wildrick absent.

- e. VARIANCE #19-2013 The application of John and Hinda Snyder; relative to property commonly known as **130 Cocanut Row**; described as Lengthy legal description on file; located in the R-B Zoning District. The applicant is requesting a variance to construct a 406 square foot one story addition to expand the family room on the north side of the existing residence with a proposed 6.68 foot street side yard setback in lieu of the 25 foot minimum required and a 164 square foot second story addition on the south side of the house with a 4.72 foot side yard setback in lieu of the 15 foot minimum required. [Attorney: Maura A. Ziska]
Request for Deferral to the July 10, 2013, Town Council Meeting Per Letter Dated April 29, 2013, from Maura A. Ziska. – This item

was deferred to the July 10, 2013, Town Council meeting.

- f. VARIANCE #20-2013 The application of Stephen and Muffie Murray; relative to property commonly known as **302 Caribbean Road**; described as East 77 feet of Lot 89 and all of Lots 90, 91, and 92, according to the Plat thereof as recorded in the Plat Book 18, Page 5, Public Records of Palm Beach County, Florida; located in the R-B Zoning District. The applicant is requesting a variance to construct a bay window addition onto the north side of the house that require the following variances: a front yard setback of 26.5 feet in lieu of the 35 foot minimum required for a lot that has a depth in excess of 150 feet in the R-B Zoning District; a bay window with a length of 12 feet in lieu of the 10 foot maximum allowed; a bay window that is 66% of the total dimension along the building wall from which it projects in lieu of the 25% maximum allowed. A request for a variance is also being requested to extend the existing garage to the south 31.66 feet and add a new second story above the garage which will total 1,195 square feet with a proposed street side yard setback of 33.24 feet in lieu of the 35 foot minimum required for a lot that has a width in excess of 125 feet. [Attorney: Maura A. Ziska]
[ARCOM Recommendation: The proposed variances will not cause negative architectural impacts to the subject property. Carried 7-0]

The following ex-parte communications were declared: Council President Kleid and Council Members Diamond and Pucillo spoke with Attorney Ziska, who advocated the position of her clients.

Attorney Ziska, on behalf of Stephen and Muffie Murray, provided an overview of the applicants' request.

Zoning Administrator Castro provided Staff's comments and recommended that the approval be conditioned upon provision of an off-street yard debris area for trash pick-up.

Landscape Architect Dustin Mizell identified where the off-street yard debris area for trash pick-up will be and clarified that the southeast access is for pedestrians only.

Motion was made by Council Member Diamond, and seconded by Council Member Pucillo, that Variance #20-2013 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, subject to the condition that the applicant provide an off-street yard debris area for trash pick-up. On roll call, the motion carried 3-0, with Council President Rosow and Council President Pro Tem Wildrick absent.

C. Other – None

VIII. ANY OTHER MATTERS

The Following Item Was Added to the Agenda:

A. Appointment of Richard M. Kleid as the Town Representative to Citizens' Committee on Airport Noise (CCAN).

Motion was made by Council Member Diamond, and seconded by Council Member Pucillo, to appoint Richard M. Kleid as the Town representative to the Citizens' Committee on Airport Noise (CCAN). On roll call, the motion carried 3-0, with Council President Rosow and Council President Pro Tem Wildrick absent.

Council Member Pucillo stated that he had drafted a response to the AIA, Florida Chapter letter stating that the information they provided was interesting, but that it was not helpful given the residency requirements to serve on ARCOM and LPC. He would like for them to identify how many Florida registered architects actually live in the Town of Palm Beach. The letter also corrects the record and points out that the Ordinances, Rules, & Standards Committee (ORS) did not make a recommendation to the Town Council one way or the other.

Council Member Diamond stated that the letter should be made as an ORS request, and that he will also sign off on it.

VIII. ADJOURNMENT

There being no further business, the May 15, 2013, regular Town Council meeting was adjourned at 10:36 a.m.

APPROVED:

Richard M. Kleid
Town Council President

ATTEST:

Susan A. Owens, MMC
Town Clerk

Date

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Consent Agenda

Agenda Title

Approval of Major Matters Considered by the Architectural Commission at its Meeting of May 22, 2013.

Presenter

John Page, Director of Planning, Zoning, and Building

Supporting Documents

- Memorandum dated May 28, 2013, from John S. Page, Director of Planning, Zoning and Building
- Minutes of the Architectural Commission Meeting of May 22, 2013

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Approval of the Architectural Commission Meeting Minutes of May 22, 2013

Date: May 28, 2013

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the major items that were approved by ARCOM at the regularly scheduled meeting of May 22, 2013.

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 22, 2013.

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:cmd



MINUTES
ARCHITECTURAL COMMISSION
IN THE
TOWN COUNCIL CHAMBERS
2ND FLOOR, TOWN HALL
360 S. COUNTY ROAD, PALM BEACH, FLORIDA

WEDNESDAY, MAY 22, 2013, 9:00 a.m.

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 or may obtain an audio recording of the meeting by contacting Cindy Delp, Secretary to the Architectural Commission at (561) 227-6408. As a point of reference, you will find the recording times listed on these minutes at the beginning of each item.

I. CALL TO ORDER (8:59:29 a.m.)

Chairman Vila called the meeting to order at 9:00 a.m.

II. ROLL CALL (8:59:30 a.m.)

Robert J. Vila, Chairman	PRESENT
Nikita Zukov, Vice Chairman	PRESENT
Kenn Karakul, Member	PRESENT
Ann L. Vanneck, Member	PRESENT
Henry Homes III, Member	PRESENT
Richard Sammons, Member	PRESENT
Peter I. C. Knowles II, Member	PRESENT
Martin D. Gruss, Alternate Member	ABSENT (unexcused)
Alexander C. Ives, Alternate Member	ABSENT (unexcused)
Michael B. Small, Alternate Member	ABSENT (unexcused)

III. PLEDGE OF ALLEGIANCE: (8:59:48 a.m.)

IV. APPROVAL OF THE MINUTES FROM THE APRIL 24, 2013 MEETING: (9:00:06 a.m.)

MOTION BY MR. HOMES FOR APPROVAL OF THE MINUTES.

MOTION SECONDED BY MR. ZUKOV.

MOTION CARRIED UNANIMOUSLY.

V. **APPROVAL OF THE AGENDA: (9:01:06 a.m.)**

MOTION BY MR. VANNECK TO APPROVE THE AGENDA WITH THE DEFERRAL OF ITEMS B-025-2013, B-036-2013, AND B-041-2013.

MOTION SECONDED BY MR. HOMES.

MOTION CARRIED UNANIMOUSLY.

VI. **ADMINISTRATION OF THE OATH TO PERSONS WHO WISH TO TESTIFY: (9:01:10 a.m.)**

Mrs. Delp administered the oath at this time and throughout the meeting as necessary.

VII. **OTHER BUSINESS: (9:01:13 a.m.)**

Mr. Page made reference to the Voting Conflict form completed by Mr. Karakul at the April meeting.

VIII. **PROJECT REVIEW (9:01:35 a.m.)**

A. **MAJOR PROJECTS-OLD BUSINESS (9:01:38 a.m.)**

B - 011 - 2013 New Residence and Extend Demo Approval

Address: 1570 North Ocean Boulevard

Applicant: Arthur George Kallop and Elizabeth Kallop

Architect: SKA Architect + Planner/Patrick W. Segraves, A.I.A.

Project Description: New two-story Classic Greek Revival style home inspired by Oak Alley Plantation in Vacherie, Louisiana. Home will be approximately 8,885 square feet including covered loggias, covered balconies and storage building. Main house will consist of living room, dining room, library, kitchen, family room, laundry room, four bedrooms, five bathrooms, two half bathrooms and a two-car garage with office above. Building color: White; Roof: Grey Brown Concrete; Trim: white; Shutters: Dark Green. Final landscape and hardscape design will also be included. Extension of demolition previously approved at April 2012 ARCOM meeting.

Please be advised that this project had been deferred to the April meeting at the request of the architect. Then at the April meeting, a motion carried for approval to extend the demolition approval, and a second motion carried "to approve the project (architecture) in principal and you will submit to us next month: 1) Revised dormers; 2) Revised railing; 3) Pilasters; and, 4) South elevation...then, also returning with 5) the entablature and column alignment; 6) exterior detail package, cornice, etc. and, 7) 2nd floor door (above front door)."

Call for disclosure of ex parte communication: Disclosure by Mr. Zukov

ARCHITECTURAL PRESENTATION BY: Patrick Segraves, SKA Architect + Planner

Mr. Segraves presented the revised plans in accordance with the submitted plans and pursuant to the motion made last month. He listed the changes made since last month and added an additional change which involves changing the previously planned 6 over 9 windows to 9 over 9 windows (plan shown on Elmo).

Under commission comments, Mr. Sammons provided a list of details which might still be improved upon. It was generally agreed that the architect would be trusted to review these details and correct them as needed to arrive at a true representation of the chosen architectural style.

MOTION BY MR. ZUKOV FOR APPROVAL AS PRESENTED.

MOTION SECONDED BY MR. HOMES.

MOTION CARRIED UNANIMOUSLY.

B - 019 - 2013 New residence

Address: 1695 North Ocean Way

Applicant: 1695 NOW, LLC

Architect: Carlos Martin Architects, Inc.

Project Description: New single family residence with appurtenances. Preliminary landscape plans. Building: White; Roof: Flat Concrete Terracotta Red; Trim: White; Shutters: Green

Please note that the project was heard at the March meeting, and a motion carried "for deferral (to the April meeting) to clear this up and present one (1) presentation" to ARCOM. At the April meeting, a motion carried "to approve the project with the following changes: East elevation of the guesthouse: change columns; west elevation of the main house: second floor window and door proportion; east & west elevation main house: second floor windows-come in a little bit on the two sides; matching columns; simplify the windows in the staircase, and to add significant mystery in the landscaping at the guesthouse." It was clarified that the applicant is to return next month with the changes.

Call for disclosure of ex parte communication: Disclosures by Mr. Zukov and Mrs. Vanneck

ARCHITECTURAL PRESENTATION BY: Carlos Martin

ATTORNEY PRESENT: Frank Lynch for the applicant

LANDSCAPE PRESENTATION BY: Joe Peterson

Let the record show that a model of the home was presented. Mr. Lynch made some introductory remarks briefly listing the changes made since last month. After that, Mr. Martin discussed these changes in much more detail pursuant to the revised plans. Mr. Peterson provided a revised landscape/hardscape plan in response to the request for more "mystery" at the guesthouse.

Under commission comments: (To Mr. Peterson) You haven't blocked the guest house enough; add another large Seagrape for a better canopy; the design has been much improved; will vote against the project..."it's a big box no matter how good the wrapper is"...no light and air on the inside..."the interior is a non-habitable space for most jurisdictions".

Mr. Lindgren noted that this is only a preliminary landscape review at this point. The project will come back to ARCOM at a future date for final landscape and hardscape.

MOTION BY MR. KARAKUL FOR APPROVAL OF THE ARCHITECTURE AS PRESENTED.

MOTION SECONDED BY MR. ZUKOV.

MOTION CARRIED 6-1, WITH MR. SAMMONS OPPOSED.

B - 025 - 2013 Modifications to windows

Address: 389 South Lake Drive

Applicant: 389 Corporation Cooperative

Architect: James C. Paine Jr.

Project Description; Removal of precast concrete screens which extend vertically from bottom to top of existing 6 story structure. Replace master bedroom windows, previously behind screens, with new horizontal sliding impact windows to match white finish. Provide window guardrail protection at 42" A.F.F.

Please note that this project was heard at the April meeting, but was deferred to the May meeting. ***Please be advised that the applicant requests an additional deferral to the August meeting.***

PROJECT DEFERRED TO THE AUGUST MEETING. SEE MOTION UNDER APPROVAL OF THE AGENDA.

[B - 028 - 2013 New Residence](#)

Address: 390 North Lake Way

Applicant: 390 North Lake Way LLC

Architect: Carlos Martin

Project Description: Proposed new two-story residence. Building Color: Lt. Cream; Trim Color: White; Shutter Color: Eggplant; Roof: Flat Concrete Dark Roof

Please note that this project was heard at the April meeting, but was deferred to the May meeting for further study.

Call for disclosure of ex parte communication: Disclosures by Mr. Zukov and Mrs. Vanneck

ARCHITECTURAL PRESENTATION BY: Carlos Martin

ATTORNEY PRESENT: Frank Lynch for the applicant

LANDSCAPE ARCHITECT PRESENT: Joe Peterson

Let the record show that a model of the original design of the residence was presented. Mr. Lynch made some introductory remarks listing the changes made to respond to commission comments made at the last meeting, and also listed changes to the plans which were done to satisfy the neighbors. Mr. Martin elaborated on multiple changes pursuant to the submitted plans and presented a new color palette for the residence.

Under commission comments: Some things are better; on A7, the moldings are unacceptable; on A4, front elevation, front porch details are wrong; pedestal above column is too wide for the pedestal below; column spread is too wide; issue with cornice on the over-door; details need to be re-visited; issue with lite widths of window over the door-proportion off; problem with computer renderings not matching the plans; main entrance portico is top heavy; stick to the rules of the style; west facade looks like "a sale on windows"...mix of rectangles and squares...different sizes; nothing is cohesive, nothing seems to relate from one end of the house to the other; needs to be totally re-examined; and, too many pergolas...re-study.

MOTION BY MR. ZUKOV TO DEFER FOR FURTHER STUDY.

MOTION SECONDED BY MR. SAMMONS.

MOTION CARRIED UNANIMOUSLY.

B. [MAJOR PROJECTS-NEW BUSINESS](#) (9:48:00 a.m.)

[B - 035 - 2013 Addition](#)

Address: 2800 South Ocean Boulevard

Applicant: JV Associates

Architect: Alan Strassler Architects Inc.

Project Description: Expansion of existing Gift Shop over existing electrical room.

Approximately 1,020 square feet located in building service area

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

ARCHITECTURAL PRESENTATION BY: Guy Pelletier, Alan Strassler Architects

Mr. Pelletier presented the project in accordance with the submitted plans and as described above.

Under commission comments: You've missed an opportunity to open it up to the east; add some windows to get some light in there; you have an opportunity to do something special: unusual to have a huge blank wall; we're not happy with the east elevation; look for a way to give an ocean view to someone inside the space, and a gift shop view to someone outside the space, and, issue with plans as presented.

MOTION BY MR. ZUKOV FOR DEFERRAL REQUESTING ADDITIONAL CROSS SECTIONS SO WE CAN UNDERSTAND IT AND MAKE SUGGESTIONS.

MOTION CLARIFIED BY MR. VILA: DEFER AND ASK FOR A BETTER PRESENTATION WITH CROSS SECTIONS, WHICH WOULD ILLUSTRATE WHERE A POTENTIAL SHOPPER STANDING IN THIS SPACE IS LOCATED IN THIS SPACE. WE ARE CONCERNED ABOUT THE LOOK OF AN UGLY BLANK WALL, AND MISSING THE OPPORTUNITY TO GIVE AN OCEAN VIEW TO WHOEVER IS INSIDE THE SPACE AND TO GIVE A HINT OF GIFT SHOPPING OPPORTUNITIES TO WHOEVER IS OUTSIDE THE SPACE.

MOTION SECONDED BY MR. HOMES, WITH THE COMMENT THAT THIS DOES NOTHING AESTHETICALLY TO THE RESORT.

MOTION CARRIED 6-1, WITH MR. SAMMONS OPPOSED.

[B - 036 - 2013 New Residence](#)

Address: 270 El Bravo Way

Applicant: Mr. and Mrs. Gary L. Schottenstein

Architect: Dailey Janssen Architects, Roger Janssen

Project Description: New two-story residence with 11,395 air conditioned square feet with pool, hardscape, landscape and site lighting. Building: Coral; Trim: Coral; Roof: Terra Cotta

Please note that the applicant requested deferral of this project to the June meeting.

PROJECT DEFERRED TO THE JUNE MEETING. SEE MOTION UNDER APPROVAL OF THE AGENDA.

[B - 037 - 2013 New Cabana/Main House Elevation Changes/Landscape & Hardscape](#)

Address: 1480 North Lake Way

Applicant: Lawrence Moens

Architect: Smith and Moore Architects, Inc.

Project Description: Construction of one-story cabana; elevation changes to existing main residence under construction; final hardscape and landscape.

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

ARCHITECTURAL PRESENTATION BY: Harold Smith, Smith & Moore Architects, Inc.
LANDSCAPE PRESENTATION BY: John Lang, Lang Design Group

Mr. Smith presented the project pursuant to the submitted plans and as described above. He explained that the property owner of 1480 North Lake Way had purchased a tract of vacant land to the south of the main residence (which is under construction) to construct a new 1100 square foot cabana/party pavilion close to the water, together with a large landscaped area. Mr. Smith replaced A-2 and the colored rendering with new versions for the record. The cabana will be white on white with a light grey roof, and a pergola on the east side. It is highlighted by the same Bermuda Dutch gables as are found on the main house. Mr. Lang continued with the landscape/hardscape pursuant to the submitted plans which include: long meandering driveway, gate and fence, gentleman's fruit garden, new and existing Banyans at the entrance; and, simple landscape plan.

MOTION BY MRS. VANNECK FOR APPROVAL AS PRESENTED.
MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED UNANIMOUSLY.

Let the record show that there was a short recess from 10:20 a.m. to 10:30 a.m.

[B - 038 - 2013 Addition](#)

Address: 485 S. County Road

Applicant: Mr. and Mrs. Ramsey Frank

Architect: MP Design & Architecture Inc.

Project Description: Second floor master bedroom addition of 385 sq. ft. Exterior finishes to match existing

Call for disclosure of ex parte communication: No disclosures

ARCHITECTURAL PRESENTATION BY: Michael Perry, MP Design & Architecture

Mr. Perry presented the project in accordance with the submitted plans and as described above. He explained that the Town Council had just granted a side yard setback for this project.

MOTION BY MR. ZUKOV FOR APPROVAL AS PRESENTED.
MOTION SECONDED BY MR. SAMMONS.
MOTION CARRIED UNANIMOUSLY.

[B - 039 - 2013 Renovate main house & cabana/Landscape & hardscape](#)

Address: 1214 N. Ocean Boulevard

Applicant: Mr. and Mrs. David Fiszal

Architect: MP Design & Architecture, Inc.

Project Description: Renovation of existing two-story residence consisting of new windows & doors, new wood shake roof, new roof to cover existing terrace, relocate garage doors to north side, relocate exterior stair to west side, new roof at entry porch, new landscape & hardscape, renovate existing cabana.

Call for disclosure of ex parte communication: Disclosure by Mrs. Vanneck

ARCHITECTURAL PRESENTATION BY: Michael Perry, MP Design & Architecture
LANDSCAPE PRESENTATION BY: Keith Williams, Nievera Williams Design

Mr. Perry presented the project in accordance with the submitted plans and as described above. He reviewed the elevation changes to the main house and cabana including the new wood shake roofs on both buildings. Mr. Williams continued with the landscape/hardscape with design elements including: Remove existing main driveway and service driveway; remove some rear landscaping (Australian and Norfolk Pines); landscape pushed further to west to open up garden area; keep and relocate some existing landscape material, add new landscape material; entrance off North Ocean Boulevard; coral brick driveway into grass and coral parking area; existing pool remains; decrease in hardscape at cabana; and, clean design with tropical feeling.

Under commission comments: Nice improvement; BBQ bump out spoils the line; questioning cedar shakes in Florida; shutters will need to be applied over the impact windows so glass does not become etched; change out one of Bismarckia Palms as it will be “nailed by salt”; proliferation of palm trees at cabana...the two northernmost palms are extraneous...just too many...be sensitive to views.

MOTION BY MR. KARAKUL FOR APPROVAL AS PRESENTED EXCEPT FOR THE BBQ BUMP OUT AND MRS. VANNECK’S COMMENTS ON THE TWO PALMS.

MOTION SECONDED BY MR. ZUKOV.

MOTION AMENDED BY MR. KARAKUL FOR APPROVAL AS PRESENTED, WITH THE CLARIFICATION THAT THE ISSUE OF THE TWO PALMS BE RE-STUDIED.

MOTION CARRIED UNANIMOUSLY.

[B - 040 - 2013 Addition](#)

Address: 261 El Bravo Way

Applicant: Mr. and Mrs. Dale Precoda

Architect: MP Design & Architecture Inc.

Project Description: Second floor staff living room addition of 304 square feet with new stair. Exterior finishes to match existing.

Call for disclosure of ex parte communication: Disclosure by Mr. Vila

ARCHITECTURAL PRESENTATION BY: Michael Perry, MP Design & Architecture

Mr. Perry presented the project in accordance with the submitted plans and as described above for this small second story addition. He indicated that one palm will be relocated for better screening of the second floor, and additional screening landscape material is being considered as well.

MOTION BY MR. KARAKUL FOR APPROVAL AS PRESENTED, NOTING APPROVAL OF THE ADDITIONAL SCREENING.

MOTION SECONDED BY MRS. VANNECK.

MOTION CARRIED UNANIMOUSLY.

[B - 041 - 2013 Additions](#)

ARCOM TO MAKE RECOMMENDATION RELATIVE TO VARIANCE

Address: 1260 N. Lake Way

Applicant: Robert S. Cuillo

Architect: David E. Miller, A.I.A.

Project Description: The project includes enlarging the existing garage, adding a second floor mother-in-law suite above the reconfigured garage, adding a screened emergency generator, and other associated site improvements.

Please note that the applicant requested deferral of this project to the June meeting.

PROJECT DEFERRED TO THE JUNE MEETING. SEE MOTION UNDER APPROVAL OF THE AGENDA.

[B - 042 - 2013 New Residence](#)

Address: 264 Country Club Road

Applicant: JDM Investments LLC

Architect: SKA Architect + Planner/Patrick W. Segraves, A.I.A.

Project Description: New two-story British West Indies style home. Home will consist of four bedrooms, five baths and one half-bath, living room, dining room, family room, kitchen, library, laundry room and a two-car garage. Final landscape and hardscape will also be included.

Call for disclosure of ex parte communication: Disclosures by Messrs. Karakul, Zukov and Knowles.

ARCHITECTURAL PRESENTATION BY: Patrick Segraves, SKA Architect + Planner

LANDSCAPE PRESENTATION BY: Frank Meroney, Environment Design Group

OTHERS WHO TESTIFIED: Ralph Del Deo, 265 Fairview Road, and Karen Robinson, 755 North Lake Way

Mr. Segraves presented the project in accordance with the submitted plans and as described above for the proposed one and two story British West Indies style home. It will be a white structure with a copper roof over the bay window, grey concrete tile roof, and white trim. Mr. Segraves presented a revised detail of the front elevation on the Elmo projector.

Mr. Zukov noted that this is the third home that ARCOM has been asked to approve at this address. Mr. Segraves responded that the property has a new owner and this house will be built.

Under commission comments: In general, not up to Palm Beach standards...looks and feels like a spec house more befitting a gated community somewhere else; problem at arcade at front entry; issue with big plinths at bottom of piers; thickness and spacing of outriggers; window shapes and sizes “all over the map”; bay window is “suburban”; issue with oval windows; garage is facing front; not to Palm Beach standard; try for a side loaded garage; full of stylistic mistakes; elements not harmonious; and, biggest offense is front loading garage.

Neighbor Ralph Del Deo expressed his concerns relative to: Views into his property from this property’s balcony; problem with brick wall and fountain in easement behind property; and, would like the hedges to be taller. Karen Robinson, neighbor, was very concerned about water run off because she currently experiences flooding (2 ft.) in her garage from run off from the construction at 272 Country Club Road. Mr. Lindgren noted that a preliminary drainage plan had been submitted, and it has been determined that it meets current drainage code requirements. He also commented that the wall and fountain currently located in the easement will have to be moved out of the easement.

MOTION BY MR. HOMES FOR DEFERRAL.

MOTION FAILED FOR LACK OF A SECOND, SINCE THE LANDSCAPE HAD NOT YET BEEN PRESENTED.

Frank Meroney of Environment Design Group presented the final landscape/hardscape pursuant to the submitted plans. He indicated that there is sufficient landscape buffering at the rear of the property due to the dense mass of vegetation (16 ft. tall) which exists there. He acknowledged that the wall and fountain will be moved out of the easement, and the hedge can be installed taller than the proposed five (5) feet. The pool has a swimming area of 35 ft. x 15 ft. There is a very simple garden plan in the rear. Ligustrum trees and Coconuts are planned for the front yard to help to obscure the front loading garage.

**MOTION BY MR. HOMES FOR DEFERRAL (TO THE JUNE MEETING).
MOTION SECONDED BY MR. KARAKUL.**

Mrs. Vanneck offered her comments: That it is not acceptable to borrow landscape from your neighbors...you must provide ample buffering on your own property...and, 5 ft. Clusia is not enough buffering. Mr. Zukov noted that it would be difficult for a car to negotiate a side loading garage at this site.

MOTION CARRIED UNANIMOUSLY.

B - 033 - 2013 Landscape/Hardscape

Address: 334 N. Woods Road

Applicant: Jerome or Anne Fisher

Architect: Nievera Williams Design, Mario Nievera

Project Description: Landscape plan to tie 318 N. Woods and 317 S. Woods properties to 334 N. Woods property. New entrance gates at N. Woods Road to match existing entrance gate west end of N. Woods Road; new driveway; proposed plan materials, topography, and re-use of existing plant material.

Call for disclosure of ex parte communication: No disclosures

LANDSCAPE PRESENTATION BY: Mario Nievera, Nievera Williams Design

Mr. Nievera presented the project in accordance with the submitted plans and as described above for the combined properties to be known as 334 N. Woods Road. Design elements include: Located a new formal front gate (details to match other gates) entrance at the northeast corner, pre-cast concrete random interlocking pavers on meandering driveway, relocate existing Date Palms and add another at entrance of driveway; adding fill and grass steps, add series of Royal Palms and specimen Oaks, and, large expanse of lawn. He noted that with the three properties combined, there will be 75% open green space.

Mrs. Vanneck encouraged the retention of the under planting along North Woods Ficus hedge and asked Mr. Nievera to try to discourage the chemical practice of dwarfing the White Hibiscus.

**MOTION BY MR. KARAKUL FOR APPROVAL AS PRESENTED.
MOTION SECONDED BY MR. HOMES.
MOTION CARRIED UNANIMOUSLY.**

C. **MINOR PROJECTS - OLD BUSINESS:** None

D. [MINOR PROJECTS - NEW BUSINESS \(11:29:36 a.m.\)](#)

[A - 017 - 2013 Alterations](#)

Address: 304 Indian Road

Applicant: Anna Miller

Architect: Roger Janssen

Project Description: Alterations to facades, landscape and hardscape

Call for disclosure of ex parte communication: No disclosures

ARCHITECTURAL PRESENTATION BY: Roger Janssen, Dailey Janssen Architects

LANDSCAPE PRESENTATION BY: John Lang, Lang Design Group

Mr. Janssen presented the project in accordance with the submitted plans and as described above. He explained that ARCOM had seen this project previously for some minor changes, and these changes are in addition to those original approvals. He listed the changes to the elevations involving the front door and window above it, the garage doors, dropping sills on the first floor casements, addition of pergola, and changing Bahama shutters to Colonial shutters.

Mr. Lindgren reviewed a previous staff approval for this property.

Let the record show that Mr. Zukov left the meeting at 11:50 a.m.

Mr. Lang continued with the landscape/hardscape pursuant to the submitted plans. Design elements include: removal of front circular driveway in favor of a Chattahoochee driveway and a small garden walkway; garden gate at the street; change configuration of pool; simple landscape plan; site lighting consisting of 15-16 up lights under 75 watts.

Under commission comments: OK to lower windows; do something across the top of the garage doors to help screen them; front loading garage door needs more “mystery” perhaps by adding another tree at the east end; issue with 51 dwarf Hibiscus; and decrease the curb cut to help screen the garage.

MOTION BY MR. HOMES FOR APPROVAL AS PRESENTED WITH THE ADDITION OF A SEAGRAPE OR ANOTHER SPECIMEN TREE, AND REDUCE THE CURB CUT BY 2 FEET.

MOTION SECONDED BY MR. KARAKUL.

MOTION CARRIED UNANIMOUSLY.

[A - 018 - 2013 Revision to elevation](#)

Address: 232 Angler Avenue

Applicant: Frank Sciamé

Architect: Affiniti Architects

Project Description: Revision of front elevation

Call for disclosure of ex parte communication: Disclosure by Mrs. Vanneck

ARCHITECTURAL PRESENTATION BY: Benjamin Schreier, Affiniti Architects

Mr. Schreier presented the project in accordance with the submitted plans and as described above. It was noted that the proposed changes have already been done: Gutters and downspouts added; trim above French doors changed; shutters changed from panels to louvers; change at balcony, and change to shape of garage door openings and style of garage doors.

MOTION BY MR. HOMES FOR APPROVAL AS PRESENTED (CORRECTED TO) “AS BUILT”.

MOTION SECONDED BY MR. KARAKUL.

MOTION CARRIED UNANIMOUSLY.

A - 019 - 2013 Alterations

Address: 231 El Dorado Lane

Applicant: Peter Dictenberg

Architect: SKA Architect + Planner, Jacqueline Albarran, P.A.

Project Description: Replace existing windows with single lite casement windows, addition of chimney, removal of awning over garage door, replace existing garage doors with louvered doors, removal of select shutters, stucco over existing brick veneer

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

ARCHITECTURAL PRESENTATION BY: Jacqueline Albarran, SKA Architect + Planner

Mrs. Albarran presented the project in accordance with the submitted plans and as described above. In addition, she noted that windows will be changed to clear impact windows, and the brick veneer will either be removed or stuccoed over.

MOTION BY MRS. VANNECK FOR APPROVAL AS PRESENTED.

MOTION SECONDED BY MR. KARAKUL.

MOTION CARRIED UNANIMOUSLY.

A - 020 - 2013 Gates

Address: 1495 N. Ocean Way

Applicant: Howard Sontag/RH Trust

Architect: Copper Stone Construction & Design Corp.

Project Description: Replacing existing swing gates

Call for disclosure of ex parte communication: There was no call for ex parte communication relative to this item.

ARCHITECTURAL PRESENTATION BY: Ray Lopez, Copper Stone Construction & Design

Chairman Vila noted that this work has been done without permits or ARCOM approval.

Mr. Lopez stated that the property manager had lifted off the existing wrought iron gates and replaced them with a solid gate for privacy concerns. Mr. Lindgren noted that this matter had come before the Code Enforcement Board, and the property owner was cited for no permit or ARCOM approval for the new gates.

Under commission comments: Go back to the previous gates; this is an ugly pair of gates that was put in there; an unfriendly gesture to North Ocean Way; the new gates are forbidding; and, they have no grace, are higher and more massive.

MOTION MY MR. SAMMONS TO REJECT THE NEW GATES AND COME BACK WITH ANOTHER GATE AND LOOK INTO THE APPLICABLE PUNITIVE RECOURSE.

MOTION SECONDED BY MR. HOMES.

MOTION RE-STATED BY MR. SAMMONS TO DENY THE CURRENT GATE DESIGN THAT WAS INSTALLED WITHOUT APPROVAL.

MOTION SECONDED BY MR. HOMES.

MOTION CARRIED UNANIMOUSLY.

IX. COMMUNICATIONS FROM CITIZENS (3 MINUTE LIMIT PLEASE): None

X. COMMENTS OF THE ARCHITECTURAL COMMISSION AND DIRECTOR OF PLANNING, ZONING AND BUILDING DEPARTMENT: (12:04:22 a.m.)

Mr. Page reported that Mr. Andrew Roddy had appeared before ARCOM a few months ago seeking approval for a new roof on his residence. ARCOM denied his request, and Mr. Roddy appealed that decision to the Town Council. Since that time, Mr. Roddy has withdrawn his appeal.

Mr. Page reported that the subject of the allowable number of conflicts for members has been discussed at the ORS and the Town Council. It has been proposed that 4 conflicts should be allowed, but the fifth conflict would result in the removal of the member from the commission. This proposal will be placed in ordinance form for first and second reading.

There has also been discussion relative to the requirement for Florida licensure for architects who serve as members of ARCOM and the LPC. The ORS is still debating this issue, and will meet again on Wednesday, July 10, 2013 at 2:00 p.m.

XI. ADJOURNMENT: (12:05:58 a.m.)

MOTION BY MRS. VANNECK TO ADJOURN THE MEETING AT 12:20 P.M.

MOTION SECONDED BY MR. KARAKUL.

MOTION CARRIED UNANIMOUSLY.

The next meeting of the Architectural Commission will be held on Wednesday, June 26, 2013 at 9:00 a.m. in the Town Council Chambers, 2nd floor, Town Hall, 360 South County Road, Palm Beach.

Respectfully submitted,

Robert J. Vila, Chairman
ARCHITECTURAL COMMISSION

cmd

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 71-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Keshavarz and Associates, Inc., for General Project Management and Engineering Support Services in Conjunction with the Nightingale Trail/La Puerta Way Underground Utilities Project, in an Amount Not-to-Exceed \$79,200, and Establishing a Task Budget of \$87,200.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated May 28, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 71-2013
- Proposal Nightingale Trail/La Puerta Way Underground (UG) Conversion Project

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Approving a Purchase Order for the Nightingale Trail/La Puerta Way Underground
Utilities Project
Resolution No. 71-2013

Date: May 28, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 71-2013 approving a purchase order for general project management and engineering support services for the Nightingale Trail/La Puerta Way Underground (UG) Project to Keshavarz and Associates, Inc. in an amount not-to-exceed \$79,200, and establishing a task budget of \$87,200.

GENERAL INFORMATION

Staff presented a separate Town Council item at the May 2013 Town Council meeting that requested approval to proceed with an underground (UG) utility assessment project to convert overhead utility service to underground service for all properties facing Nightingale Trail and LaPuerta Way. The benefitting property owners signed the petition granting their approval of the project and the special assessment process was used similar to the prior Worth Avenue Improvement Project.

The consultant will provide preliminary design and cost estimates, survey coordination, easement preparation, utility coordination, design coordination, plan preparation, procurement document and process support, construction administration, site restoration coordination and as-built document preparation and coordination for a negotiated contract in the amount of \$79,200. Staff requests a task budget of \$87,200 which includes an \$8,000 contingency.

The estimated cost of the overall project has not yet been determined. This will be the first task authorized.

The potential project area was identified in the field by Town Staff and the interested residents. Signatures were gathered from 74% of the residents within this area. It is now necessary to complete the preliminary engineering and preliminary cost estimate for the project. The project boundaries may change because of the configuration of the overhead system. If more residents are impacted, it may be necessary to gather more signatures.

FUNDING/FISCAL IMPACT

There is no direct cost to the Town by virtue of this request since it is intended to be an assessment project. The Town's reserves provide the advanced funding of this conversion work. When the work is completed, Town staff will finalize a Non-Ad Valorem assessment and that will be added to the tax rolls of the benefiting residents to reimburse 100% of the costs incurred by the Town.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

This proposed resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachments

cc: Jane Struder, Director of Finance
William K. Francis, P.E., Town Engineer
Charles Langley, P.E., Senior Project Manager
Cheryl Somers, Assistant Director of Finance
Lynda Cummings, Purchasing Agent
Maziar Keshavarz, P.E., Keshavarz & Associates

RESOLUTION NO. 71-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER TO KESHAVARZ AND ASSOCIATES, INC., FOR GENERAL PROJECT MANAGEMENT AND ENGINEERING SUPPORT SERVICES IN CONJUNCTION WITH THE NIGHTINGALE TRAIL/LA PUERTA WAY UNDERGROUND UTILITIES PROJECT, IN AN AMOUNT NOT-TO-EXCEED \$79,200, AND ESTABLISHING A TASK BUDGET OF \$87,200.

* * * * *

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 Keshavarz and Associates, Inc., in an amount not-to-exceed \$79,200 for general project management and engineering support services in conjunction with the Nightingale Trail/La Puerta Way Underground Utilities Project, and establishes a task budget of \$87,200.

Section 2. The Town Manager is hereby authorized and directed to execute this contract on behalf of the Town of Palm Beach for this project.

Section 3. The Town Manager, or his designee, is hereby authorized and directed 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 11th day of June 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member



KESHAVARZ & ASSOCIATES
Civil Engineers – Land Surveyors

Town of Palm Beach
Public Works Department
951 Old Okeechobee Road, Suite A
West Palm Beach, FL 33401

April 29th, 2013

Attention: Mr. H. Paul Brazil, P.E., Director *via email: pbrazil@townofpalmbeach.com*

Reference: Nightingale Trail/La Puerta Way Underground (UG) Conversion Project
Town of Palm Beach, Florida

Dear Mr. Brazil:

Based on a request from Mr. Tom Bradford and pursuant to our discussions with you, we are hereby presenting you with a proposal in connection with the required administrative, engineering and surveying efforts to place existing pole mounted dry utilities underground on the above referenced streets and associated adjacent areas.

For the purposes of this proposal and based upon evidence of existing servicing arrangements in the field, the project's physical limits are the block of homes to the south of Nightingale Terrace, block of homes to the north of La Puerta Way, the block of homes located west of North Ocean Boulevard between La Puerta Way and El Pueblo Way and the block of homes west of North Lake Way between La Puerta and El Pueblo. This proposal is presented to you as an extension to and supplement of Consultant's Non Exclusive Professional Underground Utilities Engineering and Project Management Services Agreement for Continuing Services (Professional Services Contract).

Our scope is basically divided into the following steps:

1. Town Representative/Coordinator of "Undergrounding Program"
2. Preliminary Investigation
3. Route/Topographic Surveying
4. Construction Documents/Permitting
5. Bid and Construction Phase Services

These steps are described in more detail as follows:



1. Town Representative/Coordinator of “Undergrounding Program”

Keshavarz & Associates, Inc. (Consultant) shall act as the Town’s point of contact with potentially interested parties, petitioners and the “Champion” being the petitioner’s representative. Consultant, while keeping the Town’s Public Works Director or his designated agent apprised of it’s activities, will respond to inquiries from the public, provide information acquired from Town’s archives or personnel, accommodate and encourage the residents in the process of participating in the Town’s “Undergrounding Program”. In this capacity, Consultant shall act as Town’s advocate and report to the Director of Public Works or his designated agent. Consultant shall meet, interact and coordinate with individual property owners, property owners associations, condominium boards, commercial property owners, etc. in the capacity of an information provider in connection with the Town’s Undergrounding Program. Consultant shall assist interested parties to understand and navigate the necessary steps from initial interest by property owners to Town Council approval and assessment in the context of the Town’s Undergrounding Program.

Consultant shall not have the authority to commit Town’s resources, financial, physical or human, to any individual or group without the approval of the Public Works Director or his agent.

In general, Consultant’s role is one of assistance to the Town on a temporary basis with respect to the administrative duties associated with the “Undergrounding Program”. Those duties heretofore have been handled by Mr. Tom Bradford, Assistant Town Manager, who is currently on leave until further notice. These services are independent of and exclude the process of project assignment to the Town’s two selected consultants for this task, being K&A and Brannon & Gillespie, LLC. Those decisions will be deferred to the Director of Public Works or his designees at this time.

2. Preliminary Investigation (optional - see note below)

Consultant shall perform investigative services with the objective of determining the exact extent of the project based on actual existing system layout and the opportunities and constraints that those conditions present. Consultant shall contact and solicit information on existing infrastructure network and locations of potential connections with all pertinent dry utility providers. Additionally during this phase, Consultant shall coordinate and hold discussions with the Town’s Engineering and Public Works Departments, together with the City of West Palm Beach Utilities Department with respect to the potential of including improvements to other existing infrastructure such as water, wastewater and stormwater, if necessary. The purpose of this task is to provide the opportunity to coordinate the undergrounding efforts with other Town or City projects, which would ultimately lower the costs for all involved and/or prevent redundancy of efforts or physical improvements.



Upon a general consensus of the extent of improvements required and requested, Consultant shall prepare a conceptual design plan and prepare a “Engineer’s Preliminary Opinion of Construction Cost” for submittal to the Town’s Public Works Department. The purpose of this task is to determine the project limits acceptable by the utility providers, define the scope of the project and approximate the cost of the undergrounding conversion before the property owners petition process takes place and in an effort to minimize the potential of encountering unexpected field conditions or regulatory process which could increase the project cost and the assessment values.

The Consultant’s deliverable product for this phase of his services is a set of plans depicting the project limits together with the data related to existing facilities supplied by others. These plans shall not depict any proposed measures or design decisions at this stage, but will be the basis of Consultant’s efforts going forward. Consultant’s deliverables shall also include a “Engineer’s Preliminary Opinion of Construction Cost” based on his findings during the “Preliminary Investigation” phase. This estimate shall, at the Town’s choosing, be used as a tool to discuss the project with interested property owners and utilize, in conjunction with the “Willdan Financial UG Assessment Methodology Report”, in a preliminary determination of the Non Ad-Valorem Assessments to each affected property owner.

Note: In as much as a petition process for this project has already occurred, the Town may chose to forego this step while mindful of the objective of this effort and the related ramifications of by-passing it.

3. Route/Topographic Surveying

Consultant shall perform the field and office surveying tasks necessary for production of a Route/Topographic Survey of the proposed corridor, to include identification and horizontal location of existing above ground facilities, ie: existing roadways or parking areas, storm inlets with grate, and accessible inverts, sanitary manholes and accessible rim/inverts, pipe sizes, valves, sidewalks, signs, power poles, light poles, above ground utility boxes, fences, landscaping, etc. as needed for design purposes. Additionally, existing vertical grades shall be determined based on anticipated design needs. This task shall include the elevation of facilities (all or some) listed above within and abutting the project boundary when those facilities are anticipated to be critical points of interest to the proposed infrastructure improvements and in an effort to minimize damage to and/or conflict with them.



4. Construction Documents/Permitting

Consultant shall prepare Construction Plans based on data gathered and reflected on plan documents prepared during the Preliminary Investigation and surveying phases and will also include depiction of the proposed corridor for the utility undergrounding as provided by the utility providers (FPL, ATT and Comcast).

The Construction documents will include a series of proposed measures reflected in the form of:

- Conflict Avoidance Plan;
- Paving and Grading Plan;
- Site Restoration Plan;
- Conduit/Sleeving Plan;
- Maintenance of Traffic Plan;
- Storm Water Pollution Prevention Plan;
- Proposed Utility Plans (based on utility providers desired routing as submitted to Consultant)
- Easement Catalogue (exhibit only, depicting known existing and proposed easements)
- Street Lighting plans (based on design and selection of features by others)

As part of this task, Consultant shall, relying on information provided by the Town, others and public records, identify any required easements to house the utility equipment such as transformers, switch cabinets, etc., or any easements to be abandoned, and coordinate with the Town and utility providers for same. Said easement legal descriptions and associated graphic depictions shall be prepared by Consultant for execution and ultimate recordation by others.

Unless improvements to water and wastewater systems are proposed, it is anticipated that the only permitting tasks necessary shall be through the Town's Public Works Department for a right-of-way permit.

Upon completion of this task, Consultant shall update the previously prepared "Engineer's Preliminary Opinion of Construction Cost" based on the latest and more complete data reflected on "Construction Documents".

Consultant shall depict the components and routing of conduits provided by others on the Construction Documents and include same in its design and conflict avoidance efforts. Consultant is a Civil Engineering firm and as such not responsible for design of any dry utility and street lighting systems. These system's designs will be done by others and Consultant will coordinate with those entities and depict their proposed service methodologies on the Construction Documents.



Once the construction documents are prepared and permitting/review efforts completed by the Town's relevant departments, the project is at a stage suitable for "Bid and Construction Phase".

5. Bid and Construction Phase Services

Consultant shall assist the Town during the bidding process by completing a summary of quantities, preparing a bid form, assist and coordinate with Town's Purchasing and Public Works Departments in issuing an "Advertisement for Bid" in local newspapers. During the Bid Phase, Consultant shall assist the Town in responding to contractor's "Request for Information (RFI)", issuance of addendums (if necessary) and any other services that may become necessary to result in a bid process which would be clear, concise, efficient and timely. Consultant will then assist the Town in tabulating and examining the bids received, and make a "Recommendation of Award" to the Town.

Consultant shall then conduct a pre-construction meeting with Town, the chosen contractor, and other pertinent parties in attendance. At the time of the pre-construction meeting, the final and approved plans will be issued for construction purposes. Consultant will prepare and issue the meeting minutes and distribute to all parties. This task will also include the review and evaluation of shop drawings, diagrams, illustrations, catalog data, product schedules, samples, results of tests and inspections, and other data which the contractor is required to submit, to show that the materials proposed to be used in the work are in substantial compliance with the approved plans. Consultant shall review the Contractor's initial project construction schedule, and review the schedule at appropriate intervals (monthly) throughout the construction period.

Once the "Recommendation of Award" is issued, Consultant shall only act in a support role and when explicitly requested, assist in all matters related to the selection of and negotiations with the contractor. The Town's pertinent departments and/or staff will execute this phase of the project.

Upon construction commencement, Consultant shall provide "field observation" services as deemed necessary by Consultant to observe those components depicted on the "Approved Plans" designed by Consultant in an effort to monitor the general compliance of construction with the approved Construction Documents. Upon completion of each observation, Consultant shall issue a report outlining the construction activities observed during each trip. These reports will be sent to the Town, contractor and other parties deemed necessary by the Town. Consultant's responsibilities will also include review of "Requests for Information", "Change Orders", "Request for Payments", issuance of statements or exhibits when requested and other inquiries from the contractor. Consultant shall prepare for and attend all necessary meetings with Town, contractor, utility providers and others as may be deemed necessary and authorized by the Town. This will include progress meetings which will be coordinated and administered by the Consultant. Consultant's services shall be of "observation" nature during construction of the facilities and advocacy on behalf of the Town. Consultant will not have any involvement with the construction means, methods, sequences, procedures or safety matters.



Consultant's activities during this phase will also include preparation of all necessary easement legal descriptions and exhibits for proposed facilities and support services and necessary easement documents for those facilities that will be abandoned. The approximate number and location of these easements will have been determined during the "Preliminary Investigation Phase". The exact nature and magnitude of these documents will be determined during the "Construction Documents" and "Construction" phase.

While Consultant is capable of providing survey layout, "As Built" data acquisition and "As Built" plan preparation services and will willingly provide those services, the current scope of work issued by the Town does not include those services as performed by Consultant. Consultant however, will perform the required coordination with the surveyor in charge of those activities, if ultimately different than Consultant.

Consultant shall review the "As Built" maps (produced by others or Consultant under separate proposal) for a conformance check with its observations in the field as well as clarity and quality. Consultant shall not be responsible for the accuracy of "As Built" maps unless its own forces have acquired the field data and produced the record drawings.

Upon construction completion, Consultant shall issue "Statements of Substantial and Final Completion" for the project to all pertinent agencies.



Fee Schedule:

In accordance with Consultant's Non Exclusive Professional Underground Utilities Engineering and Project Management Services Agreement for Continuing Services, the listed services will be performed on an hourly basis with not-to-exceed budgets for each task as outlined in this proposal. A breakdown of Consultant's fee structure is as follows:

1. Town Representative/Coordinator of "Undergrounding Program"	\$	4,500.00
2. Preliminary Investigation	\$	7,500.00
3. Route/Topographic Surveying	\$	6,800.00
4. Preparation of Construction Documents/Permitting		
Option 1: Preliminary Investigation Phase is authorized.	\$	23,500.00
Option 2: Preliminary Investigation Phase is not authorized. . . .	\$	29,500.00
5. Bid and Construction Phase Services	\$	25,750.00
Easements: Legal Description and Graphic Exhibit (\$1100 ea) .	\$	4,400.00
(number of easements unknown at this time, estimate for budget purposes only listed for four [4] easements)		
Estimated Reimbursable Expenses.	\$	750.00

No construction surveying, as built services are included at this time.

With much appreciation for your confidence in our firm, we look forward to assisting you towards the successful completion of your project.

Respectfully,
KESHAVARZ & ASSOCIATES, INC.

Maziar Keshavarz, P.E.
President

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 72-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in an Amount Not-to-Exceed \$79,531.86 to Brannon and Gillespie, LLC, for General Project Management and Engineering Support Services in Conjunction with the East Inlet Drive Underground Utilities Project, and Establishing a Task Budget of \$87,500.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated May 29, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 72-2013
- Proposal - Overhead Utility Relocation Project Management

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Approving a Purchase Order for General Project Management and Engineering Support Services for the East Inlet Drive Underground Utilities Project
Resolution No. 72-2013

Date: May 29, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 72-2013 approving a purchase order for general project management and engineering support services for the East Inlet Drive Underground Utilities Project to Brannon & Gillespie, LLC in an amount not-to-exceed \$79,531.86, and establishing a task budget of \$87,500.

GENERAL INFORMATION

Staff presented a Town Council item at the May 2013 Town Council meeting requesting approval to proceed with an underground (UG) utility assessment project to convert overhead utility service to underground service for all properties facing East Inlet Drive, 1616 North Ocean Boulevard, and 101 and 107 Indian Road. The benefitting property owners signed the petition granting their approval of the project and the special assessment process was used similar to the Worth Avenue Improvement Project. The Town Council approved the request.

The consultant will provide the following for a negotiated not-to-exceed contract in the amount of \$79,531.86.

- preliminary design and cost estimates
- survey coordination
- utility coordination
- design coordination
- plan preparation
- procurement documents and process support
- construction administration
- site restoration coordination
- as-built document preparation and coordination

The estimated cost of the overall project has not yet been determined. This will be the first task authorized.

The potential project area was identified in the field by staff and the interested residents. Signatures were gathered from 71% of the residents within this area. It is now necessary to complete the preliminary engineering and preliminary cost estimate for the project. The project boundaries may change because of the configuration of the overhead system. If more residents are impacted, it may be necessary to gather more signatures.

FUNDING/FISCAL IMPACT

There is no direct cost to the Town by virtue of this request since it is intended to be an assessment project. The Town's reserves provide the advanced funding of this conversion work. When the work is completed, Town staff will finalize a non Ad Valorem assessment and that will be added to the tax rolls of the benefiting residents to reimburse 100% of the costs incurred by the Town.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

This proposed resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachments

cc: Jane Struder, Director of Finance
William K. Francis, P.E., Town Engineer
Charles Langley, P.E., Senior Project Manager
Cheryl Somers, Assistant Director of Finance
Lynda Cummings, Purchasing Agent
Danny Brannon, P.E., Brannon & Gillespie, LLC

RESOLUTION NO. 72-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER IN AN AMOUNT NOT-TO-EXCEED \$79,531.86 TO BRANNON AND GILLESPIE, LLC, FOR GENERAL PROJECT MANAGEMENT AND ENGINEERING SUPPORT SERVICES IN CONJUNCTION WITH THE EAST INLET DRIVE UNDERGROUND UTILITIES PROJECT, AND ESTABLISHING A TASK BUDGET OF \$87,500.

* * * * *

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 Brannon & Gillespie, LLC, in an amount not-to-exceed \$79,531.86 for general project management and engineering support services in conjunction with the East Inlet Drive Underground Utilities Project, and establishes a task budget of \$87,500.

Section 2. The Town Manager is hereby authorized and directed to execute this contract on behalf of the Town of Palm Beach for this project.

Section 3. The Town Manager, or his designee, is hereby authorized and directed 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 11th day of June 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member



Brannon & Gillespie, LLC
CONSULTING ENGINEERS

PROPOSAL

Date: April 30, 2013

Total Pages (including this sheet) 2

TO: Paul Brazil, Public Works Director
Town of Palm Beach

FROM: Danny Brannon,
Brannon & Gillespie LLC, Town Vendor 000307

RE: Proposal for Overhead Utility Relocation Project Management and Engineering
Support Services for East Inlet Drive Project, Palm Beach, Florida

Thank you for the opportunity to provide overhead utility undergrounding Design and Construction Management Services for this project. Our services would be provided on a time and material basis in accordance with the Negotiated Service Agreement contract rate schedule. Billing under this agreement shall not exceed the Total Not To Exceed Proposed Amount as shown without written approval from the client.

Total "Not To Exceed" Amount: \$79,531.86(See Schedule on Page 2)

We will invoice monthly. Any miscellaneous services and reimbursable expenses will be invoiced monthly as they occur. Please contact me at 561-795-0833 or via fax at 561-795-5678 if you have any questions.

Services To be Delivered as Needed:

Survey Coordination and Easement Preparation
FPL, AT&T and COMCAST Utility Coordination.
Consolidated Detail Design Coordination & Plan Preparation
Procurement Document & Process Support
Construction Administration
Site Restoration Coordination
As-Built Document Preparation/ Coordination

Danny Brannon, P.E.
Brannon & Gillespie, LLC
12798 W. Forest Hill Blvd., Suite 102
Wellington, FL 33414-4704

Page 1 of 2

12798 WEST FOREST HILL BLVD., SUITE 102 □ WELLINGTON, FL 33414-4704 PHONE (561) 795-0833 FAX (561) 795-5678

Project: **East Inlet Drive Undergrounding Project****PROPOSED SCHEDULE OF UNITS**

	Units	\$/Unit	Quantity	Proposed Fee
Principal Consultant	Per Hour	\$ 195.00	244	\$ 47,580.00
Project Engineer	Per Hour	\$ 185.00	97	\$ 17,945.00
Utility Design Coordinator	Per Hour	\$ 175.00	0	\$ -
Utility Coordinator	Per Hour	\$ 165.00	0	\$ -
CAD/Drafting Technician	Per Hour	\$ 85.00	0	\$ -
Computer Graphics Technician	Per Hour	\$ 85.00	20	\$ 1,700.00
Office Administrator	Per Hour	\$ 65.00	0	\$ -
Accounting/Clerical	Per Hour	\$ 65.00	0	\$ -
Prints (24x36- B&W)	Per Sheet	\$ 2.00	90	\$ 180.00
Prints (24x36- Color)	Per Sheet	\$ 6.00	0	\$ -
Prints (30x42- B&W)	Per Sheet	\$ 3.00	0	\$ -
Prints (30x42- Color)	Per Sheet	\$ 8.00	0	\$ -
Travel Mileage	Per Mile	\$ 0.56	146	\$ 81.03
Turnpike Tolls	Per Mile	\$ 0.06	0	\$ -
Fedex Charges	Each	Act+10%	0	\$ -
Parking Fees	Each	Act+10%	0	\$ -
Misc. Reimbursable (Surveyor)	Each	Act+10%	1	\$ 12,045.83
Misc. Reimbursable Expenses	Each	Act+10%	0	\$ -
Total Not to Exceed Amount				\$ 79,531.86

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 76-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Food and Beverage Services Agreement for the Town of Palm Beach Par 3 Golf Course Between the Town of Palm Beach and PB Ocean View, Inc. and Authorizing the Town Manager to Execute the Same on Behalf of the Town.

Presenter

Jay Boodheshwar, Director of Recreation and Special Projects

Supporting Documents

- Memorandum Dated May 31, 2013, from Jay Boodheshwar, Director of Recreation and Special Projects
- Resolution No. 76-2013
- Food and Beverage Services Agreement for the Palm Beach Par 3 Golf Course

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Jay Boodheshwar, Director of Recreation and Special Projects

Re: Food and Beverage Services Agreement
Resolution No. 76-2013

Date: May 31, 2013

STAFF RECOMMENDATION

Staff recommends Town Council adopt Resolution No. 76-2013, authorizing the Town Manager to execute an agreement with PB Ocean View, Inc. to provide food and beverage services at the Town of Palm Beach Par 3 Golf Course.

GENERAL INFORMATION

At the March 14, 2013, meeting, Town Council approved the final selection committee ranking for RFP No. 2013-13 (Restaurant Operator for the Par 3 Golf Course) and directed staff to negotiate an agreement with the highest ranked proposer, which was Pizza al Fresco, LLC. After multiple drafts and input from the Town Attorney, Finance Director, and Purchasing Agent, the negotiations have been completed, resulting in a Food and Beverage Services Agreement for the Town of Palm Beach Par 3 Golf Course. If approved by Town Council, said agreement will be entered into by and between the Town of Palm Beach and PB Ocean View, Inc., a new corporation created by the owner of Pizza al Fresco, specifically for the food and beverage services to be provided at the Par 3 Golf Course.

The agreement is for a ten (10) year period, commencing on July 1, 2013. PB Ocean View, Inc will provide food and beverage services under the name of “Al Fresco Restaurant & Bar” and will have the sole concession for all food and beverage services within the boundaries of the Par 3 Golf Course. PB Ocean View, Inc. will be provided the exclusive use of the clubhouse dining room, outdoor verandas, and kitchen on the second floor, and service/storage room and walk-in cooler/freezer on the first floor to store, prepare, and provide food and beverage services to golfers and non-golfers visiting the Par 3 Golf Course.

Section II. 2. “Scope of Services”, of the agreement permits PB Ocean View, Inc. to request design modifications during the construction phase of the clubhouse for the spaces that will be provided for the provision of food and beverage services. The vendor has requested certain changes that will have

benefits to its food and beverage operations as well as the long-term quality and functionality of the new clubhouse. A percentage of the expenses associated with these changes, which is yet to be determined, will be reimbursed by PB Ocean View, Inc. to the project account, with the remaining amount to be paid for by proceeds previously received from the Par 3 Foundation, Inc.

At the May 7, 2013, meeting, Town Council accepted an additional contribution of \$330,000 from the Par 3 Foundation, with \$270,000 allocated for upgrades to the clubhouse interiors, \$50,000 allocated for changes for the food and beverage operations, and \$10,000 for additional low voltage work. The acceptance of this contribution funded the increase of the Guaranteed Maximum Price (GMP) for the project to \$2,950,000. No additional increases to the GMP are required, as the previously received contributions from the Par 3 Foundation provide sufficient funding for the food and beverage related changes that were requested by the vendor. The anticipated reimbursement from PB Ocean View, Inc. will be deposited into the project account.

FUNDING/FISCAL IMPACT

In exchange for a ten (10) year agreement to provide food and beverage services at the golf course, the Town will be paid a minimum of \$150,000 annually and an additional 10% of gross revenues that exceed \$1,500,000 each year.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

The Food and Beverage Services agreement has been reviewed and approved by the Town Attorney. The accompanying resolution is a standard resolution in a form previously approved by the Town Attorney for legal form and sufficiency.

Attachments

c: John C. Randolph, Town Attorney
H. Paul Brazil, Director of Public Works
Jane Struder, Director of Finance
Eric Brown, Assistant Director of Public Works
Lynda Cummings, Purchasing Agent
Selection Committee Members

RESOLUTION NO. 76-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A FOOD AND BEVERAGE SERVICES AGREEMENT FOR THE TOWN OF PALM BEACH PAR 3 GOLF COURSE BETWEEN THE TOWN OF PALM BEACH AND PB OCEAN VIEW, INC. AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME ON BEHALF OF THE TOWN.

* * * * *

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

Section 1: RFP No. 2013-13 (Restaurant Operator for the Par 3 Golf Course) was issued to solicit proposals for the provision of food and beverage services at the Town of Palm Beach Par 3 Golf Course.

Section 2: Pizza al Fresco, LLC was selected as the highest ranked proposer and subsequently established PB Ocean View, Inc. specifically for the food and beverage services to be provided at the Town of Palm Beach Par 3 Golf Course.

Section 3: The Food and Beverage Services Agreement for the Town of Palm Beach Par 3 Golf Course between the Town of Palm Beach and PB Ocean View, Inc., attached hereto as “Exhibit A” and incorporated by reference as a part of this resolution, is hereby approved, and the Town Manager is authorized to execute the same on behalf of the Town.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 11th day of June, 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Town Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

**FOOD AND BEVERAGE SERVICES AGREEMENT
FOR THE
TOWN OF PALM BEACH PAR 3 GOLF COURSE**

This CONTRACTUAL AGREEMENT, incorporating the related Exhibits and RFP 2013-13, ("Agreement") is made and entered into by and between the TOWN OF PALM BEACH, hereinafter referred to as "Town" and PB OCEAN VIEW, INC., hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the Town owns and operates the Town of Palm Beach Par 3 Golf Course, situated within the Town of Palm Beach at 2345 South Ocean Boulevard, Palm Beach, Florida, 33480 and

WHEREAS, the Town issued a Request for Proposals, RFP No.2013-13 (the "RFP") pursuant to state and local law to solicit proposals for food and beverage services at the Town of Palm Beach Par 3 Golf Course and

WHEREAS, Contractor responded to the RFP by submitting its proposal dated February 6, 2013, (the "Proposal") and

WHEREAS, after negotiations, Contractor was determined to offer the best value to the Town; therefore, the Town and Contractor desire to enter into this Agreement according to the terms and subject to the conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Contractor hereby agree as follows:

I. TERM OF AGREEMENT

The initial term ("Initial Term") of this agreement shall be in effect beginning July 1, 2013, and terminating June 30, 2023, unless terminated sooner as hereinafter set forth. Provided that the Contractor is not in breach or default of the Agreement, the term of the Agreement may be renewed, at the sole discretion of the Town, for additional one-year terms upon the mutual, written agreement of the parties.

II. SCOPE OF SERVICES

1. Contractor shall have the sole concession for all food and beverage services within the boundaries of the Town of Palm Beach Par 3 Golf Course. Contractor shall have the exclusive right to place vending machines on Golf Course property. All revenue from the vending machines shall be included in Contractor's reports of gross revenue from its operations.
2. Contractor shall be provided the exclusive use of the clubhouse dining room, outdoor

verandas, and kitchen on the second floor, and service/storage room and walk-in cooler/freezer on the first floor to store, prepare, and provide food and beverage services to golfers and non-golfers visiting the Par 3 Golf Course. Contractor shall also have the non-exclusive right to the first floor restrooms. All of the foregoing facilities shall be constructed by the Town, at its expense, in accordance with the plans and specifications prepared by Smith and Moore Architects (Job No. 001285). The restaurant shall contain a minimum of 150 customer seats. Contractor shall have the right to request design modifications during the construction phase for the provided spaces, as long as said changes do not adversely affect the construction schedule, and the Contractor agrees to pay for the increased cost of any modifications. Access to these spaces will be permitted immediately after the Certificate of Occupancy has been received by the Town, or such other date authorized by the Town based on completion of the clubhouse construction.

3. Contractor shall provide food and beverage services under the name of Al Fresco Restaurant & Bar, but may change said name, with permission of the Town, and as long as the provided spaces continue to be used for the intended use.

III. CONTRACTOR RESPONSIBILITIES

1. Use of Clubhouse and Golf Course Property.

- a. Permissible Activities: Contractor shall have the exclusive right during the term of this agreement to use the provided spaces in the clubhouse for the provision of food and beverage services, including alcoholic beverages, offering casual dining with table service within the boundaries of the Golf Course. The Contractor shall not use the provided spaces, nor permit any other person or entity to use the provided spaces for any other purpose unless the Contractor obtains the Town's prior, written consent, which may be withheld in Town's sole discretion.
- b. Mobile Concession Cart: The Town hereby grants Contractor exclusive permission to operate a golf-cart type mobile concession cart on the Golf Course for the purpose of selling beverages and snacks to golfers. Town may revoke and withdraw this permission for use of the golf course by the mobile concession cart if, in Town's sole discretion, the use creates a nuisance to the golf course or golfers, or such permission withdrawal is determined to be in the best interest of the Town.
- c. Hours of Operation: Food and beverage services shall be provided seven (7) days per week, 365 days per year; Sunday through Saturday for a sufficient amount of time to provide, breakfast, lunch, and dinner service, as well as food & beverage options for golfers and non-golfers throughout the day, unless otherwise modified as provided by this Agreement.
- d. Commencing with the first day of food and beverage services by Contractor in the provided spaces, which shall begin no later than three (3) weeks after the

Town receives the Certificate of Occupancy, or such other date authorized by the Town based on completion of the clubhouse construction, and continuing for the remainder of the term of this Agreement, Contractor shall continuously provide food and beverage services on a schedule of hours in compliance with this Agreement, except if Contractor is prevented from doing so by causes beyond the reasonable control of Contractor. Contractor shall not have the provided spaces unoccupied or vacant, and, during the entire Agreement term, shall continuously provide food and beverage services permitted under this Agreement. Contractor acknowledges that its continuous operation during the entire Agreement Term is a material requirement of this Agreement and failure shall be considered a default and breach. Notwithstanding the foregoing, Contractor shall have the right, with prior notice to the Golf Course Manager, to suspend services for one week in the summer for maintenance, repairs and deep cleaning of provided spaces and equipment, if Contractor deems it necessary.

- e. Prohibited Uses: At all times during the term of this Agreement, including, but not limited to, the installation of any approved improvement, equipment or furniture upon the provided spaces in the clubhouse, the Contractor shall not disturb or interfere with the use of the other areas of the clubhouse and restrooms. Contractor shall not permit any unlawful act to be carried on or committed in the provided spaces. Contractor shall not permit any use of the provided spaces which, directly or indirectly, is forbidden by law, ordinance or government regulation, or which may be dangerous to life, limb or property. Contractor shall not allow the provided spaces to be used in any manner or for any purpose that might invalidate the insurance of any policy maintained by the Town or Contractor.
 - i. *Hazardous Materials:* Contractor shall not cause or permit the storage, use, generation, release or disposal (collectively, "Handling") of any Hazardous Materials (as defined below), in, on or about the provided spaces or the clubhouse by Contractor or any agents, employees, contractors, Contractor's, sub-lessees, customers, guests or invites of Contractor (collectively with Contractor, "Contractor Parties"), except that Contractor shall be permitted to use normal quantities of supplies, or ("Common Chemicals"), providing that the Handling of such Common Chemicals shall comply at all times with all Hazardous Materials Laws (as defined below). Notwithstanding anything to the contrary contained herein, however, in no event shall Contractor permit any usage of Common Chemicals in a manner that may cause the provided spaces or the clubhouse to be contaminated by any Hazardous Materials or in violation of any Hazardous Materials Laws. Contractor's obligation under this Section shall survive the expiration or other termination of this Agreement. For purposes of this Section "Hazardous Materials" means any explosive, radioactive materials, hazardous wastes, or hazardous substances, including without limitation, asbestos and asbestos containing materials ("ACMs"), PCB's, CFCs, or substances defined or regulated as

hazardous substances or hazardous materials in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601-9657; the Hazardous Materials Transportation Act of 1975, 42 U.S.C. Section 1001-1012; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901-6987; or any other federal, state or local law, ordinance or regulation. "Hazardous Materials Laws" shall mean all federal, state, and local laws, ordinances and regulations defining, regulating, restricting or otherwise governing the storage, use, generation, release or disapproval of Hazardous Materials.

- ii. Contractor shall not allow or permit any conduct or omission at the provided spaces that will promote or allow the production or growth of mold, spores, fungus, or any other similar organism, and shall indemnify Town and hold Town harmless from any claim, demand, cost and expense (including attorney fees) arising from or caused by Contractor's failure to strictly comply with its obligation under this provision.
 - iii. Contractor shall immediately furnish Town and Golf Course Manager with any (i) notices received from any insurance company or governmental agency or inspection bureau regarding any unsafe or unlawful conditions within the provided spaces, and (ii) notices or other communication sent by or on behalf of Contractor to any person relating to environmental laws or hazardous substances.
- 2. Payment of Taxes: Subject to any exemptions from the payment of such taxes under Florida law, the Contractor shall timely pay all applicable intangible taxes and tangible personal property taxes on Contractor's personal property, sales and use taxes, and any other applicable federal, state or local taxes, assessments, and charges assessed against or relating to the Contractor's services. The Palm Beach Par 3 Golf Course is exempt from property taxes. Therefore, there is no property tax liability associated with this Agreement. If the Town's exemption changes for any unforeseen reason, the parties will negotiate payment responsibilities for any potential future property tax liabilities.
- 3. Alterations: The Contractor, at its own expense, shall have the right during the Agreement Term to make non-structural interior alterations and improvements to the provided spaces as the Contractor may deem necessary for its use and business, provided all such work is done in a good, workmanlike manner, pursuant to all applicable codes, rules regulations and ordinances. All such alterations and improvements shall become the property of the Town and shall remain upon and be surrendered with the provided spaces upon termination of the Agreement. Contractor may not make any exterior or structural alterations without the prior written consent of the Town.
- 4. Signage: Contractor will provide any signage, and utilities required for operating or illuminating any signage, in accordance with the Town's code and zoning

- requirements. Signage must be professional, not hand-lettered. The Town shall review and approve all additional signage, including those affixed to the interior of windows.
5. Outside Attachments: Contractor shall not attach or place any item, such as antennae, awnings, lights, heaters, or any other items on the exterior of the Clubhouse, without the written approval of the Town or its agents. The Town hereby grants Contractor permission to attach speakers and holiday decorations to the exterior of the Clubhouse, provided such items are attached in a secure and safe manner without damage to the Clubhouse. In the event of a tropical storm, hurricane or other windstorm, Contractor shall remove any outside attachments it installed on the Clubhouse.
6. Contractor's Obligations for Repair and Maintenance: The Contractor shall maintain the provided spaces in a good, neat, clean, safe and sanitary condition, free from waste and offensive odors, and free of vermin, rodents, bugs and other pests throughout the term of this Agreement. Contractor shall keep all furnishings, fixtures and accessories, and any display facilities, in good repair. Contractor shall immediately notify Golf Course manager of the need for any repairs or maintenance and Contractor shall take all necessary steps to mitigate any potential dangers or hazards until repairs can be made.
- a. *Cleaning:* The Contractor shall be responsible for the daily cleaning of the dining room, verandas, kitchen, bar area, storerooms, and restrooms, and the bussing of all tables, and shall keep the trash area clean and orderly. The provided spaces shall be maintained in accordance with all applicable code requirements of the Health Department of Palm Beach County.
 - b. *Windows:* Contractor shall be responsible for the regular cleaning of the windows between the restaurant and verandas, interior and exterior.
 - c. *Grease Traps:* Contractor shall comply with local regulations regarding wastewater and grease. Contractor shall obtain all applicable permits at Contractor's cost. Contractor shall do whatever is necessary to properly maintain and clean the grease trap as often as necessary to prevent clogging or discharge, and in compliance with applicable regulations, including pump down and cleaning.
 - d. *Odors:* The Contractor shall use every effort to prevent noxious odors emanating from the provided spaces.
 - e. *Fire Prevention:* Contractor shall maintain adequate fire prevention, including kitchen hood systems and fire extinguisher in compliance with all code requirements.

7. Furniture Fixtures and Equipment.

- a. The furniture existing in the provided spaces at the time of the occupancy is owned by and shall remain the property of the Town. In the event the Contractor desires to replace such furniture at Contractor's expense, it shall so notify and obtain approval from the Town and provide a reasonable time for the Town to remove its furniture.
- b. Contractor Fixtures: All equipment, trade fixtures and televisions, furnishings and accessories owned by Contractor ("Contractor Fixtures") and installed in the provided spaces shall remain the property of Contractor. Contractor's installation of Contractor Fixtures must meet all applicable codes, laws and licensing requirements. The Contractor shall be responsible for all costs associated with furnishings and installing Contractor Fixtures. Contractor shall keep Contractor Fixtures in good condition and repair, normal wear and tear excepted. The Town shall incur no obligation for repairs or maintenance thereon.
- c. The Contractor shall not remove any Contractor Fixtures during the Agreement Term, including any extensions thereto, at any time that the Contractor is in default under the terms of this Agreement and such removal shall be a material default and breach of this Agreement. If not in default, the Contractor may remove Contractor Fixtures from time to time during the Agreement Term, provided, however that all Contractor Fixtures permanently affixed to the provided spaces in such a manner that removal would cause damage to the provided spaces or necessitate fundamental changes thereto, including, but not limited to, built-in furniture and equipment, shall not be removed; and provided further that such removal will not cause damage to the provided spaces, and such Contractor Fixtures will be immediately replaced. Contractor shall, within thirty (30) days, repair any damage to the provided spaces caused by the removal of said Contractor Fixtures.
- d. Contractor shall, at its expense, remove any Contractor Fixtures not purchased by the Town; provided, however, that all Contractor Fixtures permanently affixed to the Contractor Premises in such a manner that removal would cause damage to the provided spaces or necessitate fundamental changes thereto, including but not limited to, built-in furniture and equipment, shall remain on the provided spaces upon the expiration or termination of the Agreement. The Contractor shall, at its sole cost and expense, repair or cause to be repaired any damage resulting from the removal of the Contractor Fixtures allowed to be removed hereunder. The Town reserves the right to purchase from Contractor any Contractor Fixtures that may be removed from the provided spaces in accordance with this Agreement.
- e. *Contractor Equipment:* Contractor shall provide all kitchen equipment it requires which is not listed in Exhibit "B". Contractor shall be responsible for repair and maintenance of all kitchen, food and beverage equipment supplied by the Town and Contractor, including all food service equipment. Contractor

shall be obligated to perform preventative maintenance on all equipment, such as but not limited to lubricating equipment. Contractor shall establish and perform preventative routine maintenance programs on its food service equipment in accordance with manufacturers' recommendations. During the term of this Agreement, all such equipment shall be kept clean, fully operational and show no signs of visual or structural damage, excepting normal wear. Contractor may be required by the Town or Golf Course Manager to make any improvements in the methods of cleaning of use of equipment in order to avoid frequent repairs to equipment. All equipment shall at all times meet all code requirements, including, but no limited to the applicable building codes and fire safety codes.

- f. *Repairs:* Throughout the Agreement Term, Contractor must provide the Golf Course Manager with a copy of each paid invoices for repairs Contractor has made on Town-owned equipment and property. Town equipment and property shall be subject only to such depreciation as may result from ordinary wear and tear resulting from ordinary use. Contractor shall be the insurer of the Town against the risk of loss or theft or damage as a result of the Contractor's negligence to any fixtures, equipment or personal property owned by the Town.
- g. *Replacement:* If equipment is deemed to be broken and unable to be repaired, Contractor shall notify the Golf Course Manager in writing within 24 hours of non-repairable determination. Once the Golf Course Manager agrees that the equipment cannot be repaired and must be replaced, the Town will determine, according to one of the following two options, how such equipment shall be replaced.

Option 1: Contractor shall replace equipment at its own expense and take ownership of said equipment. Contractor shall provide Golf Course Manager with a copy of the receipt of payment for such equipment/property (detailed description of equipment/property must be disclosed on receipt of payment). Contractor shall not be expected to replace equipment/fixtures/appliances that are affixed to Town property whereby tampering with such equipment/fixtures would alter the appearance and function of the equipment or the building.

Option 2: The Town shall replace said equipment at its own expense and retain ownership of said equipment. However Contractor shall continue to maintain the equipment.

Option 1 above shall not apply to any equipment or installation that the Town is obligated to repair pursuant to Section IV 3 below, such as the air conditioning, which the Town shall replace at its expense.

- 8. Operations: Contractor shall provide food and beverage services in accordance with the requirements of this Agreement. Contractor shall provide regular bussing and cleaning of tables in the restaurant, outdoor verandas, and mobile concession cart.

EXHIBIT A

- a. Contractor shall provide all food, beverages and supplies, and mechanisms for ordering and receiving and maintain accounts for food, beverages and supplies.
 - b. *Deliveries:* Deliveries shall be accepted by the Contractor and its employees, unless otherwise approved by the Golf Course Manager. Golf Course staff will not accept deliveries for Contractor.
9. Advertising and Promotion:
- a. The Contractor is responsible for coordinating advertising agreements, contracts, marketing items, and advertising costs associated with the promotion of (Al Fresco Restaurant & Bar), at its own expense.
 - b. Contractor shall not use the Town's name, seal or golf course logo in advertising or promotions, without the Town's prior, written consent for each advertising instance; provided, however, that Contractor may reference the Palm Beach Par 3 Golf Course in providing the location of (Al Fresco Restaurant & Bar) in such advertising without the Town's prior consent.
 - c. The Town may reference Contractor's restaurant in its promotion of the Golf Course.
10. Credit Cards: Contractor shall be required to accept major credit cards as a convenience to the customers.
11. Garbage and Recycling: Contractor will use its best efforts to recycle eligible materials and to utilize "green" materials to the extent practical, and will encourage its customers to recycle. Contractor shall be responsible for emptying the waste and recycling containers within the provided spaces frequently enough so that it will not accumulate in the provided spaces. Contractor shall empty all trash and recycling receptacles at the close of business each day. Contractor shall be responsible for wrapping, covering and otherwise securing garbage and recyclables and transporting and depositing such garbage and recyclables in sealed containers/dumpster(s) at location(s) designated by the Town. Contractor will be responsible for securing commercial garbage and recycling services. Contractor will not allow boxes, cartons, barrels or other similar items to remain in view from the public areas. Contractor shall immediately clean up any spilled refuse.
12. LPG: The Contractor shall be responsible for arranging and paying for all charges for liquid petroleum gas required for operating any LPG-fueled equipment.
13. Tobacco: Smoking is prohibited in the dining room or anywhere in the clubhouse. Customers may smoke on the outdoor veranda in designated areas only.

EXHIBIT A

14. Communications: The Contractor shall be responsible for providing telephone services to its restaurant and bar, and providing any computer, photocopier, fax, etc., to be utilized by Contractor.
15. Menu and Food Quality: The Contractor may offer appropriately priced food selections and beverages consistent with the market demand of the Golf Course and use of the facilities, as well similar casual dining establishments.
 - a. *Tournament Packages*: The Contractor will be expected to work with the Golf Course Manager in creating and catering “tournament packages” for golf events.
 - b. *Food Quality*: Contractor shall maintain a standard of quality food and beverage service superior to similar operations in the area for public golf courses or casual dining establishments. Contractor shall not sell any food products which pose a safety hazard or health hazard.
 - c. *Condiments*: Contractor shall be responsible for providing appropriate condiments and dining accessories to customers purchasing food and beverage products at no additional cost to the customer. Such types of condiments and dining accessories include, but are not limited to the following; ketchup, mustard, mayonnaise, sugar, cream, salt, peppers, straws, eating utensils, disposable plates, bags, disposable cups and napkins.
 - d. *Stocking*: All merchandise and supplies necessary for the production of the menu must be kept stocked at all times.
 - e. *Special Events*: Small group dinners, special events, outdoor services and on-site catering can be booked with prior notice to the Golf Course Manager. The Golf Course Manager will make every effort to accommodate Contractor requests; however, any disruption of regular food and beverage services must be approved in advance by the Golf Course Manager.
16. Health Inspections: Contractor and its staff shall comply with all regulations of the Florida Department of Business and Professional Regulation, and all health regulations of other government agencies, and all other applicable laws and regulations associated with the provision of food and beverage services. Contractor must provide, post, and maintain at all times, signs in restroom facilities instructing all employees to wash their hands. The finding of three or more critical violations (as defined by the Florida Division of Hotels and Restaurants) by a health inspector within any twelve month period shall be a material breach and default of this Agreement.
17. Occupational Environmental Safety and Health: Contractor shall comply with all applicable Federal, State and Local laws regarding “Occupational Environmental Safety and Health”. This shall include but not be limited to compliance with the U.S. Department of Labor-Occupational Safety and Health and the Florida State Department of Labor Divisions of Safety Standards and Regulations.

18. Locks/Key: Contractor shall utilize the lock and key system provided by Town for the provided spaces. No door or access point to or within the provided spaces may deviate from the Town's lock and key system. Contractor may not re-key any lock, replace any lock or install any new or additional lock on any door or access point to or within the provided spaces. Town and Golf Course Manager shall have a master key to all locks within the provided spaces. In the event of any repair or replacement needed for any lock or key for the provided spaces, Contractor shall notify the Golf Course Manager who shall cause any necessary repair or replacement to be made. In the event any action by Contractor or its employees or agents is the cause of such repair or replacement, Contractor shall reimburse Town for the actual cost of such repair or replacement.

19. Accounts Payable: The Contractor shall pay promptly when due all bills, debts and obligations incurred in connection with the operation of its business under this Agreement and shall not permit same to become delinquent and suffer no lien, mortgage, judgment, execution or adjudication in bankruptcy which will in any way impair the rights of the Town under this Agreement.

20. Employees and Supervision:

- a. *Customer Service:* Contractor shall provide strong customer service to patrons and customers. Service should be timely, attentive and friendly.
- b. *Staffing:* Contractor shall provide staffing for all aspects of the food and beverage operations.
- c. *Supervision:* Contractor shall hire and assign a full-time qualified and experienced manager who will be physically on the premises or readily available to personally resolve problems during operating hours. Failure to provide this level of supervision shall be a material breach and default of this Agreement.
- d. *Staff:* Contractor will recruit, train, supervise, direct, and deploy the optimum number of employees to match the work requirements. Each employee should:
 - 1. be clean, neat, and well groomed,
 - 2. be free from offensive body odor,
 - 3. be professional, courteous and friendly,
 - 4. have required health permits before employment,
 - 5. not wear excessive amount of jewelry, perfume or cologne,
 - 6. be in a uniform, such as matching polo shirts, aprons, etc. with appropriate work shoes.

All staff of the Contractor shall be thoroughly trained to act in a professional manner and shall be able to communicate clearly with customers. Contractor's staff shall adhere to all state and local regulations pertaining to

food service personnel and service of alcoholic beverages. The Contractor shall control and correct objectionable conduct, demeanor and appearance of its staff as requested by the Golf Course Manager. The Contractor's staff shall not be permitted to smoke or drink alcoholic beverages while at work at the Golf Course.

21. Unauthorized Aliens; Patriot's Act: The knowing employment by Contractor of any alien not authorized to work by the immigration laws of the United States is prohibited and shall be in default of this Agreement. In the event that the Contractor is notified or becomes aware of such default, the Contractor shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Contractor's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the Agreement. Contractor shall take all commercially reasonable precautions to ensure that it does not employ persons who are not authorized to work by the immigration laws of the United States. Contractor further represents that it is not in violation of any laws relating to terrorism or money laundering, including the Executive Order 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").

22. Licenses and Permits:

- a. Contractor, at Contractor's expense, shall procure and maintain all governmental licenses or permits required for the proper and lawful conduct of Contractor's business and activity carried on in the provided spaces, including all licenses and permits to operate indoor and outdoor food services and to serve alcohol. Contractor shall conform to all licensing and/or permit requirements and guidelines under the State of Florida Department of Agriculture and Consumer Services Division of food Safety, and/or the State of Florida Department of Business and Professional Regulation, including, but not limited to the Department of Health, Building and Fire of Palm Beach County, Florida and the Town of Palm Beach ordinances and regulations. The Contractor shall make available, upon request, evidence satisfactory to Town that all required licenses are in good standing. The Contractor shall be responsible for any fines resulting from its failure to comply with all licensing and permit requirements. The revocation of any license shall be deemed a material default and may result in the termination of this Agreement.
- b. *Liquor Licenses:* Contractor will be responsible for obtaining a liquor license to serve alcoholic beverages. Contractor shall comply with all terms of said license.

23. Parking:

- a. Contractor's employees and staff may utilize the Golf Course parking lot, provided such employees and staff do not park in the first row of parking spaces closest to the Clubhouse.
- b. *Valet Parking:* Contractor may provide valet parking services through a sub-contractor service. Valets shall park cars in the area of the parking lot designated by the Golf Course Manager. Any such valet service shall not interfere with the operations of the Golf Course. Contractor shall ensure that the valet service: (i) meets the same requirements for its employees as set forth in this Agreement; and (ii) provides comprehensive general liability insurance, automobile liability insurance and work compensation insurance in the amounts under this Agreement, or in other amounts acceptable to Town; and (iii) the Town of Palm Beach is named as "Additional Insured" under such valet service insurance policies.
- c. Neither Town nor its agents shall be liable for: (i) loss or damage to any vehicle or other personal property parked or located upon the Golf Course and whether caused by hurricanes, fire, theft, explosion, strikes, riots or any other cause whatsoever; or (ii) injury to or death of any person in, about or around the Golf Course or any vehicles parking therein or in proximity thereto whether caused by hurricanes, fire, theft, assault, explosion, riot or any other cause whatsoever and Contractor hereby waives any claim for or in respect to the above and against all claims or liabilities arising out of loss or damage to property or injury to or death of persons, or both, relating to any of the foregoing. Contractor shall not assign any of its rights hereunder and in the event an attempted assignment is made, it shall be void.

24. Books and Records; Reports:

- a. The Contractor shall operate and maintain a system of accounting that accounts for all monies received at the time of sale and at any time be prepared to submit accurate records of all transactions. The Contractor shall provide receipts to customers for all food, beverage, goods and services sold. The Contractor shall keep and maintain all required financial records in accordance with generally accepted accounting principles.
- b. The Contractor shall:
 - i. Provide equipment such as cash registers, or any other electronic or mechanical device for recording customers' sales.
 - ii. Ensure all persons handling sales shall promptly record said sales (cash or credit) in cash registers and other electronic or mechanical devices immediately upon sale to each paying customer and shall not delay or "gang" register or record such sales.
 - iii. Maintain during the term of the Agreement all books of account, reports and records customarily used in this type of operation.

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- iv. Keep and preserve for at least (3) years a record of any and all earnings, receipts, fees and income whatsoever resulting from Contractor's operation at the Golf Course and any activity conducted thereon, including but not limited to the provision of food and beverage services, in accordance with the generally accepted accounting procedures.
25. Reports: On or before the tenth day following the end of each calendar month throughout the term of the Agreement, Contractor shall furnish to the Golf Course Manager a report of gross revenues earned during the preceding calendar month, on forms approved by the Town. The report shall be signed by the Contractor, certifying to the accuracy of gross revenues, and shall include accounting of all receipts and appropriate back-up.
 - a. Within thirty (30) days following each twelve (12) month period under the Agreement, Contractor shall submit to the Town a report listing gross revenues by month for the preceding twelve (12) month period, including a breakdown and itemization of all revenues and expenses. The report shall be signed by the Contractor, certifying the accuracy of said report.
26. Contractor shall assume the risk of loss to Contractor's furniture, equipment and trade fixtures, products, materials, and food goods resulting from any loss, including but not limited to theft, vandalism, power outages, fire and natural events such as windstorm, flooding or other acts of God.
27. Misrepresentation by Contractor of any material fact, whether intentional or not, regarding insurance coverage, policies, or capabilities will be material default and grounds for termination of this Agreement.

IV. TOWN RESPONSIBILITIES

1. The Town reserved to itself the right to access in, over, under and through the provided spaces to maintain the Clubhouse, repair and replace systems and utilities, and perform its maintenance obligations and other obligations under this Agreement, provided such activities do not materially interfere with Contractor's use of the provided spaces.
2. Signage: The Town will permit Contractor's sign at the entrance to the Golf Course parking lot, once approval is received from the appropriate local regulatory board or commission.
3. Town's Obligation to Repair: The Town, upon notice from Contractor in accordance with this article, shall repair the foundation, roof, exterior structural walls, interior ceilings, doors, windows, walls, counters and plumbing and sewage facilities within or serving the provided spaces, all mechanical, air conditioning, heating, ventilation, electrical and lighting systems and facilities within or serving the provided spaces, and all wiring or other infrastructure in the walls, floors, ceilings or hard structure of the provided spaces. In the event that any damage or repair is directly caused by the

Contractor or its employees or agents, the Contractor shall reimburse Town for the cost of such repairs. The Town shall have no obligation to make any repairs and shall not in any way be liable to Contractor for failure to make any repairs, unless the Contractor has previously notified the Golf Course Manager and Town of the necessity for repair, and the Town has failed to cause such repairs to be made within a reasonable time.

4. Inspection for Repairs: The Town shall be entitled to inspect the provided spaces from time to time to determine needed repairs to be made by Town and to provide the Contractor with a written list of items requiring repair by the Contractor. The Contractor shall have thirty (30) days from its receipt of the list to repair all items on the list, unless the nature of such repair is such that it cannot be accomplished within 30 days, in which case the Contractor shall be allowed a reasonable period of time to make such repairs, provided Contractor promptly and diligently pursues such repairs. The failure of the Town to provide a list of repairs to Contractor shall not relieve Contractor of its maintenance and repair obligations.
5. If Contractor fails, refuses or neglects to properly maintain the provided spaces, Town may, (in addition to any other remedy Town may have) but shall not be required to, upon five (5) days written notice to Contractor, make or complete the maintenance or repairs and Contractor shall pay the costs and expense thereof, plus an administrative charge of fifteen percent (15%), to Town, upon demand, as Additional Fee. In the event of emergency repairs, no notice is required.
6. Equipment: The Town shall provide the kitchen equipment listed in Exhibit "B", attached and incorporated herein. All such equipment will be inventoried and in acceptable operating condition when the Contractor commences operation.
7. During normal business hours on reasonable prior notice, the Town or its agents may at the Town's expense audit and examine all records relating to Contractor's food and beverage services. The Town or agents, shall have access to all records, documents, and information collected and/or maintained by the Contractor or by others regarding operations at the Golf Course. This information shall be made accessible to the Town for purposes of inspection, reproduction, and audit without restriction. These books and records shall include, without limitation, (i) detailed original records of all sales at or from the provided spaces, (ii) records of any exclusions or deductions from gross revenue; (iii) sales tax records and reports, (iv) all other records, if any, which would normally be examined by an independent accountant pursuant to accepted auditing standards in performing an audit of Contractor's sales. Contractor's failure to keep such records or to allow such inspection or audit of its books and records shall be a default under this Agreement.
8. Entry by Town: Town, or its agents, may enter the provided spaces during normal business hours to (a) inspect the same; (b) make repairs or perform maintenance required of Town under the terms hereof; (c) supply any service to be provided by Town to Contractor under this Agreement if any; and (d) post notices of non-responsibility, provided, however, that any such entry shall be done as promptly as reasonably practical and so as to cause as little interference to Contractor as

reasonably practical. Contractor hereby waives any claim for damages for any inconvenience to or interference with Contractor's business or any loss of occupancy or quiet enjoyment of the provided spaces occasioned by such entry. Town shall have the right to use any and all means which Town may deem proper to open Contractor's doors in an emergency in order to obtain entry to the provided spaces, and any entry to the provided spaces obtained by Town in an emergency shall not be construed or deemed to be a forcible or unlawful entry into or a detainer of the provided spaces or an eviction, actual or construction, of Contractor from the provided spaces or any portion thereof and Town shall have no liability to Contractor as a result thereof.

9. Town shall not be liable for any interruption whatsoever in utility services: water, gas, sanitary sewer and electrical services.

V. FEES FOR EXCLUSIVE FOOD & BEVERAGE RIGHTS

1. Commencing on the tenth (10th) day of the first month following the Occupancy Date and continuing during the Agreement Term the Contractor shall pay to the Town a Service Fee (with any applicable sales tax imposed thereon, if any) plus Additional Fees (both defined below) for the exclusive rights to provide food and beverage services, without demand, deductions, setoffs or counterclaims, in accordance with the terms of this Agreement. (Service Fee plus Additional Fees are collectively referred to as "Fees"). All Fees shall be made by a check payable to the Town of Palm Beach and delivered to the Golf Course Manager. If the Agreement is commenced or terminated during a monthly rental period, the fee will be prorated on a daily basis and, in the case of termination, paid by the Contractor on or before the termination date. All Fees shall be payable in U.S. currency, drawn on either a Florida financial institution or on a financial institution that is a member of the Federal Reserve System.
2. Service Fee: Contractor shall pay the Town as service fee for the exclusive right to provide food and beverage services at the Town of Palm Beach Golf Course, the sum of One Hundred and Fifty Thousand Dollars (\$150,000) per year in monthly installments per the schedule provided in the Contractor's proposal dated February 6, 2013, a copy of which is attached hereto as Exhibit "A", without demand, on the 10th day of each month during the Initial Term. The Contractor's obligation to pay the service fee shall commence upon Contractor's occupancy of the provided spaces after the Certificate of Occupancy is received by the Town the "Occupancy Date.").
3. Additional Fees: All sums of money or charges payable to Town from Contractor under this Agreement, other than Service Fee, are defined as "Additional Fees" and are due without deductions, setoffs, or counterclaims. Additional Fees shall be paid per calendar month, without demand, on the first day of each month during the original Agreement Term.

An additional 10% of gross revenue will be paid as Additional Fee on gross revenue over \$1,500,000 for every one year period of the Agreement, per the schedule provided in the Contractor's proposal dated February 6, 2013, a copy of which is attached hereto as Exhibit "A."

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4. In the event the Agreement is extended for any renewal period, the monthly service fee shall be determined prior to renewal.
5. Late Payments: If any monthly payment of fees is not received within ten (10) days of the due date each month, a late charge of Twenty-Five Dollars (\$25.00) shall be added for the first day late, plus an additional Five Dollars (\$5.00) per day for each day thereafter until payment is received. Any late charges becoming due under this paragraph shall be added and become due with the next monthly payment of rent.
6. Partial Payments: No payment to or receipt by Town of a lesser amount than due shall be deemed to be other than on account of the total obligation due. No endorsement of a statement on any check or other communication accompanying a check for payment of any amounts payable under this Agreement shall be deemed to be an accord and satisfaction, and Town may accept such check without prejudice to Town's right to recover the balance of any sums owed by Contractor.
7. Returned Check Fee: If any check for rent or other sums due hereunder received by the Town is returned by the bank for insufficient funds, in addition to any other right or remedy available to the Town as a result of such default, Contractor shall pay to the Town a returned check fee as follows to reimburse the Town for the costs and expenses associated with such returned check: *\$25 fee for a check less than \$50, \$30 fee for a check between \$50 - \$300 and \$40 or 5% fee of the check value (whichever is greater) for a check over \$300.*
8. No Guarantee: The Town makes no guarantee of profitability to the Contractor. All expenses and losses are to be borne exclusively by the Contractor.

VI. INSURANCE

1. Contractor shall, at Contractor's sole expense, provide at its own cost and expense during the life of the contract, the following insurance coverages to the Town of Palm Beach (30) thirty business days prior to the commencement of any work. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance shall be evidenced by certificates and/or policies including premiums as determined by the Town of Palm Beach. It shall be an affirmative obligation upon the Contractor to advise the Town's Risk Manager at fax no. 561-838-5497, e-mail risk@townofpalmbeach.com, 360 S. County Road, Palm Beach, FL 33480 within 24 hours or the next business day of cancellation, non-renewal or modification of any stipulated insurance and failure to do so shall be construed to be a breach of this Agreement/contract. The Town of Palm Beach reserves the right to require additional coverages and limits based upon the particular service or change in service provided by the Contractor.
2. Comprehensive General Liability Insurance coverage with limits of liability not less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate. The Certificate of Insurance shall indicate an Occurrence Basis only. Claims made policies will not be accepted. The Town of Palm Beach shall be endorsed as an additional insured under

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- the General Liability coverage. The Contractor's General Liability coverage shall be primary and non-contributory.
3. Liquor Liability with limits of liability not less than \$1,000,000 each occurrence. The Town of Palm Beach shall be endorsed as an additional insured under the liquor liability policy.
 4. Auto Liability coverage with limits not less than \$1,000,000 Each Occurrence Combined Single Limit each accident. The Certificate of Insurance shall indicate coverage for Any Auto or Owned Autos/ Hired Autos/Non-Owned Autos.
 5. Workers' Compensation coverage with statutory limits pursuant to Florida State Statute 440.
 6. Employers Liability coverage with limits not less than \$100,000 for each accident, \$100,000 disease (each employee) and \$500,000 disease (policy limit).
 7. In the event that claims in excess of the insured amounts provided herein are filed by reason of any operations under the contract, the amount excess of such claims or any portion thereof may be withheld from any payment due or to become due the Contractor until such time the Service Contractor shall furnish such additional security covering such claims as may be determined by the Town of Palm Beach.
 8. Umbrella or Excess Liability is required up to the minimum limit of liability if the limits of liability shown on the Certificate of Insurance under General Liability do not meet the minimum limit of liability as required.
 9. Third Party Crime policy with a limit of liability not less than \$1,000,000. All required insurance policies shall provide a waiver of subrogation and rights of recovery against the Town of Palm Beach, including its agents, officers, past and present employees, elected officials and representatives, the insurance policy in effect shall protect both parties and be primary and non-contributory for any and all losses covered by the above described insurance. Insurers have no recourse against the Town of Palm Beach for payment or assessments in any form on any insurance policy.

VII. INDEMNIFICATION

1. Contractor hereby agrees to indemnify, defend and hold harmless without limit the Town, and its officers, agents, employees, and elected and appointed officials, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with Contractor's operation, maintenance or repair of the provided spaces associated with the provision of food and beverage services, or the performance of this Agreement, caused by any act or omission of Contractor, its agents, servants, employees, invitees or others.

VIII. TERMINATION: END OF AGREEMENT TERM

1. This Agreement shall terminate without further notice at expiration of the Agreement Term.
2. Notwithstanding anything to the contrary contained in this Agreement, at the expiration of the Agreement Term, including any renewal thereof, or the earlier termination of this Agreement, the Contractor may remove any Contractor Fixtures and equipment furnished to the provided spaces by or at its expense; provided, however, that all furniture or equipment permanently affixed to the provided spaces in such a manner that removal would cause damage or necessitate fundamental changes thereto, including but not limited to, built in furniture and equipment, shall remain upon the expiration or termination of this Agreement.
3. The Contractor shall, at its sole cost and expense, repair or cause to be repaired any damage resulting from the removal of the Contractor's fixtures and equipment allowed to be removed hereunder. If the furnishings, trade fixtures and equipment are not removed within fifteen (15) calendar days after the expiration of the Agreement Term, or within such other time period as mutually agreed to by the parties, then any such furnishings, trade fixtures and equipment not removed shall be conclusively deemed abandoned and automatically become the property of the Town. The Contractor also shall, at its sole cost and expense, have the grease trap cleaned. Contractor shall take all efforts necessary to ensure that the liquor licenses are transferred to the Town. This provision shall survive the termination of this Agreement.
4. At the expiration or earlier termination of the Agreement Term, Contractor shall deliver all keys to the provided spaces to the Town and shall, except as otherwise provided in this Agreement, return the provided spaces in broom clean condition, normal wear and tear excepted, and with a cleaned-out grease trap.

IX. PALM BEACH COUNTY INSPECTOR GENERAL

1. The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof may demand and obtain records and testimony from the Contractor and its independent contractors. The Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its independent contractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

X. GENERAL CONDITIONS

1. Damage or Destruction of Licensed Premises. If the provided spaces, or any portion thereof, are destroyed or damaged as to materially hinder effective use of the provided spaces pursuant to this Agreement then the damage to the provided spaces

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shall be promptly repaired by Town, unless Town shall elect to terminate this Agreement. In no event shall Town be required to repair or replace Contractor's merchandise, trade, fixtures, furnishings or equipment.

- a. If the Town elects not to repair or replace the provided spaces, it shall give written notice of its election to Contractor within ninety (90) days of the occurrence of such damage or destruction. Upon receipt of such notice, Contractor shall promptly remove its merchandise, furnishing, trade fixtures and equipment from the provided spaces.
 - b. If Town elects to repair or rebuild the provided spaces, and this Agreement is not terminated, then all insurance proceeds of Contractor and Town, however recovered, shall be made available for payment of the cost of repair, replacing and rebuilding. Contractor shall repair or replace its merchandise, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that immediately prior to the damage or destruction. Contractor shall be entitled to an abatement of the rent due during the reconstruction period.
2. Liens: The Town and Contractor hereby agree, and notice is hereby given to all third parties, that Contractor, in procuring work, labor and materials for any improvements or repairs to the provided spaces which have been authorized by the Town, is not in any way acting as the Town's agent and that the Town shall not be liable for any work, labor or materials furnished to Contractor by any contractor, subcontractor, laborer, materialman, or vendor, and no mechanic's or other lien for any such work, labor or materials shall attach to or affect the reversionary or other estate or interest of the Town in and to the provided spaces. The Contractor shall indemnify, defend and hold harmless the Town from and against any and all liability, claims, costs and expenses arising out of work performed on the provided spaces by Contractor or at Contractor's direction, including reasonable attorney's fees and costs incurred, by the Town in negotiating, settling, defending or otherwise protecting against such claims. It is understood and agreed that any such improvements and installations installed by the Contractor are specific to Contractor's business and are being procured for the sole purpose of enhancing Contractor's business and not to confer any permanent benefit or enhancement in value on the Town or the provided spaces. The Contractor shall inform every service or material provider of the foregoing provisions prior to contracting with any of them for goods or services.
3. Assignment: Contractor shall not assign this Agreement (whether by assignment, sale of the partnership or its assets, merger, or operation of law) without the prior, written consent of the Town. Contractor shall not assign the operation of any food service or concession under this Agreement.
4. Default and Remedies: The occurrence of any one of the following shall constitute an Event of Default and breach of this Agreement by Contractor.
 - a. The Contractor fails to pay Service Fee, Additional Fees, taxes or other sums when due and does not cure such failure within five (5) business days of Contractor's receipt of written notice of such failure by Town;

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- b. Contractor fails to comply with the insurance requirements of this Agreement and does not cure such failure within five (5) business days of Contractor's receipt of written notice of such failure by Town;
- c. Contractor removes furniture, trade fixtures, equipment or accessories without replacement after notice and failure to cure such default;
- d. Contractor fails to keep the premises in clean and orderly condition or make any repairs after notice and failure to cure such default;
- e. Contractor receives three (3) or more critical violations from health inspectors within any twelve month period;
- f. Contractor's failure to provide food and beverage services on a regular basis after notice and failure to cure such default;
- g. Contractor fails to adequately address customer complaints in a timely manner and/or fails to provide excellent customer service in a consistent manner, after notice and failure to cure such default;
- h. Contractor fails to provide the level of supervision required by this Agreement after notice and failure to cure such default;
- i. Contractor fails to provide food and beverage services in accordance with the terms and conditions of this Agreement after notice and failure to cure such default;
- j. Contractor fails to perform any other term, condition or obligation of Contractor under this Agreement (other than payment of rent, taxes or any other sums due, or to maintain the required insurance coverage) and does not cure such failure within thirty (30) days of Contractor's receipt of written notice of such failure from Town;
- k. The abandonment or failure to take possession of the provided spaces (for purposes of this Agreement, abandonment shall be defined as Contractors' absence from the provided spaces of a period of more than five (5) consecutive calendar days without the Town's consent);
- l. Contractor's assignment of this Agreement or subletting of the provided spaces or any portion thereof except as permitted in this Agreement;
- m. The dissolution or liquidation of Contractor's corporation;
- n. The subjections of any right or interest of Contractor in the provided spaces to attachment, execution, or other levy, or to seizure under legal process, if not released within twenty (20) days;

- o. The appointment of a receiver, who is not removed within sixty (60) days after appointment, to take possession of the provided spaces for any reason, including but not limited to, assignment for benefit of creditors or voluntary or involuntary bankruptcy proceedings, or pursuant to any mortgage permitted by provisions or this Agreement;
 - p. An assignment by Contractor for the benefit of creditors or the filing of a voluntary or involuntary petitions by or against Contractor under any law for the purpose of adjudicating Contractor a bankrupt; or for extending time for payment, adjustment, or satisfaction of Contractor's liabilities; or for reorganization, liquidation, dissolution, or arrangement on account of or to prevent bankruptcy or insolvency; unless the assignment or proceedings, and all consequent orders, adjudications, custodies, and supervisions are dismissed, vacated or otherwise permanently stayed or terminated within sixty (60) days after the assignment, filing or other initial event;
 - q. Contractor commits waste to the provided spaces;
 - r. Contractor receives more than two notices of the same default within any twelve (12) month period, notwithstanding any subsequent cure of the default identified in such notices.
- 5. Town's Remedies: Upon the occurrence of an Event of Default, the Town may, if it so elects, terminate this Agreement by giving five (5) days written notice of such termination to Contractor, whereupon this Agreement shall automatically cease and terminate and Contractor shall be immediately obligated to quit the provided spaces and transfer the liquor licenses to the Town. Any other notice to quit or notice of Town's intention to reenter the provided spaces is hereby expressly waived by Contractor. Upon the termination of this Agreement, Contractor shall surrender possession and vacate the provided spaces immediately and remove Contractor's property. Town may proceed to recover possession of the provided spaces by legal process or by reentry and possession. The Contractor hereby grants to Town a license to enter into the provided spaces upon termination, with or without process of law, and to repossess the provided spaces and to expel or remove Contractor, and at Contractor's expense, any and all Contractor's property using force as may be necessary, without being deemed in any manner guilty of trespass, eviction, forcible entry or detainer, or conversion of property and without relinquishing any of Town's rights or remedies under this Agreement or at law or equity. In addition to any other remedy it may have, the Town may recover from Contractor all damages incurred by reason of such breach or Event of Default, including the cost of recovering the provided spaces.
 - a. Any and all property, merchandise, furnishings, trade fixtures and equipment of Contractor which may be removed from the provided spaces by Town, pursuant to the authority of Town, at the risk, cost and expense of Contractor. Town shall not be responsible for the value, preservation or safekeeping of such property, merchandise, furnishings, trade fixtures and equipment. Contractor shall have thirty (30) days from the date of removal to retake such property, merchandise, furnishings, trade fixtures and equipment from storage

and to pay to Town all expenses incurred in the removal and all storage charges. Any such property not taken from storage by Contractor within the thirty days shall be conclusively deemed to have been forever abandoned by Contractor and Town may dispose of same in such manner as Town shall choose, but such disposal shall not relieve Contractor of the obligation to reimburse Town for the cost of removal, storage and disposition of such property.

6. The Town's Default and the Contractor's Remedies: The Town shall be in default of this Agreement if the Town fails to perform and observe any of its obligations require to be performed under this agreement or applicable law, and fails to cure such default within thirty (30) days of the Town's receipt of written notice of such default from the Contractor; provided, however, that if the nature of the Town's default is such that is cannot reasonably be cured within such 30 day period, then the Town shall have a reasonable period of time to cure such default provided that it diligently undertakes and pursues such cure to the Contractor's reasonable satisfaction.
7. Non-Waiver; Remedies Cumulative: Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No action or inaction by Town shall constitute a waiver of a default. No waiver by either party of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent or approval of said action on any subsequent occasion or consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Agreement or by operation of law, either at law or in equity upon any breach, shall be distinct, separate and cumulative and shall not be deemed in consistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be in exclusion or any other, an any two or more or all of such rights and remedies may be exercised at the same time.
8. Town's Right to Perform Contractor's Duties and Obligations. If Contractor fails to perform any of its duties or obligations under this Agreement, then the Town may (but is not obligated to) perform the same after giving thirty (30) days' notice to Contractor and Contractor shall reimburse Town the costs incurred by Town in performing same.
9. Contractor Representations:
 - a. Contractor represents and warrants that at the time of execution of this Agreement, Contractor is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

- b. Contractor represents to Town that (i) neither Contractor nor any person or entity that directly owns a 10% or greater equity interest in it nor any of its officers, directors or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury, including those named on OFAC's Specially Designated and Blocked Persons list or under Executive Order 13244, signed on September 24, 2001, entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit or Support Terrorism, or other governmental action; (ii) that Contractor's activities do not violate the international Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder; and (iii) that throughout the term of the Agreement, these representations of Contractor shall remain valid and Contractor shall comply with the Executive Order and Money Laundering Act.
10. No Partnership or Joint Venture: Nothing contained in this Agreement shall constitute or be constructed to be or create a partnership or joint venture between the Town and Contractor.
11. Business Day: Should any due date hereunder fall on a Saturday, Sunday or legal holiday, then such due date shall be the first Town business day following such Saturday, Sunday or legal holiday.
12. Limitation of Liability: Town desires to enter into this Agreement only if in so doing Town can place a limit on Town's liability for any cause of action for money damages due to an alleged breach by Town of this Agreement, so that its liability for any such breach never exceeds the sum of \$25,000.00. Contractor hereby expresses its willingness to enter into this Agreement with a \$25,000.00 limitation on recovery for any damage action for breach of contract. Accordingly Contractor hereby agrees that Town shall not be liable to Contractor for damages in an amount in excess of \$25,000.00 for any action for breach of contract arising out of the performance or nonperformance of any obligations imposed upon Town by this Agreement. The foregoing provisions shall not preclude an action by Contractor for specific performance. Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon Town's liability as set forth in Florida Statutes, Section 768.28
13. Force Majeure: Neither party shall be deemed in default with respect to the failure to perform any of the terms, covenants and conditions of this Agreement if such failure is due in whole or in part to any strike, lockout, labor dispute (whether legal or illegal), civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war fuel shortages, accidents, casualties, windstorm, Acts of God, terrorism, or any other cause beyond the reasonable control of either party. In such event, the time for performance shall be extended by an amount of time equal to the period of the delay so caused. The provisions of this paragraph shall not relieve Contractor from the prompt payment of

rent and other sums due hereunder if Contractor can reasonably occupy the provided spaces.

14. Compliance with Laws:

- a. Contractor shall, at its expense, comply with all valid requirements of governmental authorities and all applicable present and future federal, state, and local laws, ordinance, rules, and regulations relating to the use and occupancy of the provided spaces, the liquor licenses, and any repairs or work performed on the provided spaces by Contractor, except if same is an obligation of Town. Contractor will indemnify, Town against any penalty, damage or charge imposed for any violation by Contractor, its agents and employees, of such requirements.
- b. The Town will comply with all applicable laws, rules and regulations imposed upon it as the owner of the provided spaces.
- c. This Agreement is contingent upon Contractor obtaining all certificates, licenses, permits, and other approvals that may be required by any federal, state, or local authority for the operation of the restaurant and bar. The payment of any penalties or fines arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be Contractor's responsibility.

15. Notices: Any notices, demands or correspondence by either party to the other given pursuant to or by virtue of this Agreement must be hand-delivered or sent by U.S. Mail-Certified Mail, Return Receipt Requested, addressed to the receiving party at the following addresses or to such other address as Town or Contractor may designate by written notice to the other:

If to Town:

Town of Palm Beach
P.O. Box 2029
Palm Beach, FL 33480
Attn: Director of Recreation

If to Contractor:

PB Ocean View, Inc.
87 Via Mizner
Palm Beach, FL 33480
Attn: Arlene Desiderio, President

16. No Agent: Contractor acknowledges that it is not an agent of the Town and shall have no authority to bind Town to any contractual or other obligation whatsoever.

17. Patriot Act Compliance: Contractor certifies that Contractor is not acting directly or indirectly for or on behalf of any person, group, entity or nation named by any

- Executive Order or the United States Treasury Department as a terrorist, Specially Designated National or Blocked Person as defined by an pursuant to any law, order, rule or regulation. Contractor further certifies that it is not engaged in this Agreement directly or indirectly on behalf of any such person, group, entity or nation. Contractor hereby agrees to defend indemnify and hold Town harmless from and against any and all claims, damages or losses, including attorney's fees, arising from or related to a breach of the foregoing certification.
18. Time is of the Essence: Time is of the essence with respect to the payment of all fees and with respect to the performance of every provision of this Agreement in which time of performance is a factor.
19. Applicable Law and Venue, Waiver of Jury Trial: This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law. Town and Contractor 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. Contractor 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.
20. Third Party Beneficiary: Nothing contained in this Agreement shall be construed so as to confer upon any other party the rights of a third party beneficiary.
21. Construction of Language: The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning. Each party has participated extensively in the negotiations concerning and drafting of this Agreement, and each had the opportunity to be represented by legal counsel.
22. Unlawful Discrimination: Contractor shall not discriminate against any employee, applicant for employment, or any patron or customer, because of race, color, religion, sex, gender identity or expression, national origin, age, disability, familial status, marital status or sexual orientation, or any other factor which cannot be lawfully used as a basis for service delivery.
23. Amendment: This Agreement may only be amended or modified by the mutual, written agreement of the parties.
24. Assignment: Contractor or Contractor's legal representatives or successors in interest, shall not mortgage, pledge, encumber, franchise, assign or in any manner transfer this Agreement, nor shall the Contractor permit the provided spaces to be sub-let, used or occupied for the conduct of any business by any third person or business entity, or for any purpose other than is authorized under this Agreement. The Town shall not be required to give its consent to any assignment or transfer of control of stock in the Contractor's corporation if such transfer does not result in the

EXHIBIT A

new assignee having a different use or less experience in the approved use as the Contractor.

25. No Broker: The Town and Contractor represent and warrant to each other that neither party has engaged, employed nor dealt with any broker for whom a commission is due in connection with this Agreement.
26. Memorandum of Agreement: At either party's request, the Town and Contractor shall execute a Memorandum of Agreement mutually agreed to by the parties, which may be recorded in the public records of Palm Beach County, Florida.
27. Entire Agreement: This Agreement, along with the Exhibits and the terms and conditions of the RFP, constitutes the entire agreement and understanding of the parties and supersedes all negotiations and other verbal discussions and agreements of any kind, and there are no covenants, promises, representations, conditions or understandings by any party or the agent of any party hereto, either oral or written, between the parties or relied upon by the parties, other than as set forth in this Agreement. No subsequent alteration, modification, deletion, change or additions to this Agreement shall be binding upon the Town or Contractor unless same shall be in writing and signed by Town and Contractor.
28. Exhibits: The following Exhibits are attached and are made a part of this Agreement
 - a. Attachment A - Pizza al Fresco, LLC Proposal, Dated February 6, 2013
 - b. Attachment B - List of Town Provided Kitchen Equipment
 - c. Attachment C - RFP NO. 2013-13
 - d. Attachment D - Letter Dated April 4, 2013, from Arlene Desiderio, President, Regarding Corporate Entity Change from Pizza al Fresco, LLC to PB Ocean View, Inc.

[Remainder of page intentionally blank. Signatures on following page]

EXHIBIT A

IN WITNESS WHEREOF, the Town and Contractor have executed this Agreement as of the date indicated below under the signature of the Town Manager.

ATTEST:

TOWN OF PALM BEACH

Susan Owens
Town Clerk

Peter B. Elwell
Town Manager

RECOMMEND APPROVAL:

Date:_____

Jay Boodheshwar
Director of Recreation & Special Projects

TOWN ATTORNEY APPROVAL:

PB OCEAN VIEW, INC.

John C. Randolph
Town Attorney

By:_____
Arlene Desiderio, President

Date:_____

Proposal for:

RFP NO. 2013-13

RESTAURANT OPERATOR:

PALM BEACH PAR 3 GOLF COURSE CLUBHOUSE

By:

Pizza al Fresco, LLC

Arlene Desiderio, Proprietor

Jose L. Duran, General Manager

14 Via Mizner

Palm Beach, FL 33480

561-832-1705

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14 Via Mizner, Palm Beach, FL 33480

February 6, 2013

Lynda S. (Venne) Cummings, CPPB
Purchasing Agent
Town of Palm Beach, FL

Dear Mrs. Cummings,

In response to the Town of Palm Beach RFP NO. 2013-13, we are pleased to submit the enclosed proposal. Included is detailed information on how we plan to operate the restaurant and bar at the new Palm Beach Par 3 Golf Course Clubhouse.

We understand the need to offer food and beverage service for breakfast, lunch and dinner during the course's hours of operation and beyond, as well as a variety of special events throughout the year. We are keenly aware of the importance of providing excellence in freshly prepared foods, beverages and service on par with what is expected of the Town of Palm Beach.

Pizza al Fresco has successfully operated in very similar fashion on Worth Avenue for the past 12 years, offering continuous service from breakfast to dinner, 365 days a year. We also own and operate Renato's Restaurant, also on Worth Avenue, which has offered impeccable fine dining in the Town of Palm Beach for the last 25 years.

Foodservice operations are extremely challenging on a variety of levels. Besides the basics of providing properly prepared foods and beverages in a timely and consistent manner, there are other extremely important factors to consider. As a business operating in a seasonal environment, the operator must have the experience in cost controls, planning and marketing to operate successfully year round. It is exactly that which we have been able to accomplish at both Pizza al Fresco and Renato's. We believe it is of utmost importance for the success of the restaurant for the operator to bring the experience, operational knowledge and financial commitment we offer.

This proposal shall remain in effect for 90 days from the date of this letter. Thank you for the opportunity to submit this proposal, we would be honored to work with the Town of Palm Beach and its wonderful residents which have supported us for the last 25 years.

Sincerely,

Arlene Desiderio
Proprietor



14 Via Mizner, Palm Beach, FL 33480
(561) 832-1705 office

PROPOSAL

INTRODUCTION

Pizza al Fresco, LLC has been continuously in business for the last 12 years and currently has 31 employees. It is owned by Arlene Desiderio and managed by Jose L. Duran, who shall be responsible for the project of creating the proposed Al Fresco Restaurant & Bar to be located at the Palm Beach Par 3 Golf Course Clubhouse.

Al Fresco Restaurant & Bar will provide daily Breakfast, Lunch, Dinner & Bar service as well as provide catering for special events. Additionally, the restaurant will provide food cart service to the players out on the course as directed by the management of the Par 3 golf course.

We understand the need to fully enable the restaurant space to provide continuous food and beverage service year round for the patrons of the golf course, as well as the general public. We are confident that we can provide all staffing, supplies, licensing and systems to ensure proper operation of the premises as requested by the Town of Palm Beach.

Sincerely,

Arlene Desiderio
Proprietor

EXPERIENCE

Arlene Desiderio and Jose L. Duran have been operating Pizza al Fresco successfully since its grand opening in November 2001 and Renato's Restaurant and Piccolo Mondo in Palm Beach since December 1987. Currently, the restaurants have combined sales of over \$ 6.1 million and are in solid financial condition. Together, the restaurants are able to serve upwards of 1000 persons a day in a timely and consistent manner.

Pizza al Fresco serves a menu of breakfast, appetizers, salads, sandwiches, pizza and entrees in a casual setting, Renato's serves an upscale, fine dining experience for Lunch and Dinner and Piccolo Mondo specializes in take out and catering menu for lunch service which includes Sandwiches, Burgers, Salads, Wraps, Soups & Pasta.

It is a combination of what we have accomplished at these establishments that we wish to bring to the Palm Beach Par 3 in the form of Al Fresco Restaurant & Bar. We envision providing a casual yet refined service for Breakfast and Lunch, with expanded menu selections available for Dinner. Full Bar service would be available throughout the day, complimented with a light fare, quick serve bar menu. Ready to eat foods will be conveniently available to players from the cart service.

In providing the above mentioned, we would not be deviating from what we currently offer – we are simply combining elements of what we are experienced at doing to best compliment the venue and needs of the Palm Beach Par 3 patrons and Palm Beach residents and visitors. We are committed hands on operators, overseeing each part of our restaurants on a daily basis. We believe that serving freshly prepared foods in a consistent manner, combined with professional, courteous service in a pristinely clean and well maintained venue have been pillars of our success. The combination of those elements, paired with solid business planning have led to our long term success.

OPERATIONAL INFORMATION**A) Staffing Levels**

Based on our current operations, we believe we Al Fresco will have a staff of approximately 50 employees. This number will be subject to seasonal variations. One advantage of operating similar restaurants close by will be the ability to quickly relocate staff and resources from one location to another to cover emergencies or private events, particularly during the off season months when staffing levels are lower.

B) Management Staff

Jose L. Duran – General Manager

- Current General Manager of Pizza al Fresco, Renato's Restaurant & Piccolo Mondo for the last seven years. Previously spent 14 years at Renato's restaurant serving in various roles from front to back of the house. Specialized in kitchen operations, kitchen design, menu development, financial planning, cost controls and marketing.

Giorgio Becchi – Dining Room Manager

- Current Assistant Dining Room Manager/Maitre D' at Renato's Restaurant since November 2007
- General Manager, Carmine's Ocean Grill Palm Beach Gardens from 2003-2007
- Dining Room Manager, Amici Restaurant Palm Beach from 1994 to 2002

J. Gustavo Perez – Executive Chef

- Current Executive Chef, Pizza al Fresco, Palm Beach since February 2009
- Sous Chef – Il Gabbiano, Miami, FL 2008-2009
- Executive Chef – La Trattoria, Boca Raton, FL 1989 - 2008

C) Additional Equipment

Including, but not limited to:

Kitchen

- Wood burning brick oven with required ventilation system
- Heavy Duty Floor Mixer
- Steam tables, SS Work tables, SS Dry Storage Racking
- Variety of Cookware, Utensils, Thermometers, Mixers and Other Smallwares
- Safety Equipment including Fire Extinguishers and First Aid

Dining Room

- Web based Ordix Point Of Sale System
- Web Based OpenTable electronic reservation system
- Security Cameras covering all Public Areas with Remote Monitoring
- Security & Fire Alarms
- Telephone System
- Background Music System
- All Glass, Stemware, China, Silverware, Table Settings & Decorations
- Bar service small wares
- Two way Radio Communication Equipment

D) Scope of Services

Al Fresco Restaurant & Bar has been created for the specific needs of The Palm Beach Par 3 patrons, Palm Beach residents and guests. As evidenced by the following menus, we will offer a wide variety of freshly prepared foods in the same manner that patrons of our restaurants have come to expect over the last 25 years.

The oceanfront golf course setting of the restaurant is simply magnificent, and it is a perfect example of what The Town of Palm Beach has to offer. We strongly feel that the food and service we provide must be a total match to the surroundings, and would not have proceeded with this proposal if we had any doubts about our ability to execute what has been requested.

E) Sample Menus

Please see the sample lunch menu following.

F) Innovative Concepts & Recommendations

Our menu is based on fresh ingredients prepared on a daily basis. Seafood, meats, poultry and produce are sourced from consistently reliable suppliers on a daily basis and inspected upon arrival. Pizza dough is a proprietary recipe and made fresh daily, cooking is done in a wood fired brick oven.

G) Awards & Culinary Reviews

Pizza al Fresco & Renato's have been the recipients of numerous accolades through the years. Both restaurants consistently rank in the top 10 on tripadvisor.com in Palm Beach.

alfresco

ristorante & bar

on the Raymond Floyd Course at the Palm Beach Par 3

Lunch Menu

Appetizers

Antipasto al fresco	16
Marinated Olives, Feta Cheese, Roasted Peppers, Prosciutto & Salami	
Calamari fritti	12
Fried Calamari Rings, Spicy Arrabiata Tomato Sauce	
Funghi Gratinati	10
Roasted Mushroom Caps, Pancetta & Artichoke Stuffing, Au Gratin	
Melanzane alla Parmigiana	14
Roasted Eggplant Topped with Melted Fresh Mozzarella & Fresh Tomato - Basil Sauce	
Cocktail Di Gamberetti	15
Chilled Shrimp With Homemade Spicy Cocktail Sauce	
Zuppa Del Giorno	6
Chef's Hot Soup of The Day	

Salads

Mixed Greens	6.5 app	9.5
Mixed Organic Greens, Diced Tomato & Balsamic Vinaigrette		
Cesare	6.5 app	9.5
Crisp Romaine, Herbed Croutons, Homemade Dressing & Grated Parmigiano		
Misto		12.5
Artichoke Hearts, Roasted Peppers & Hearts of Palm Over Mixed Greens, Balsamic Vinaigrette		
Wedge		10.5
Chilled Iceberg Lettuce Wedge, Crumbled Gorgonzola, Crispy Pancetta Rounds & Buttermilk Dressing		
Spinaci		12.5
Baby Spinach, Bacon, Mushroom, Egg, Shaved Parmigiano & Red Wine Vinaigrette		

al fresco
ristorante @ bar

Portobello	12.5
Roasted Portobello Mushroom, Goat Cheese & Diced Tomato Over Baby Greens, Balsamic Vinaigrette	
Al fresco	14.5
Baby Arugula, Radicchio, Diced Tomato, Prosciutto & Shaved Parmigiano, Balsamic Vinaigrette	
Caprese	14.5
Layered Tomato, Bufala Mozzarella, Basil & Balsamic Drizzle	
Mediterranean Seafood	18
Chilled Shrimp, Scallops & Calamari, Lemon & Olive Oil Over Mixed Greens	
Lobster	19
Fresh Lobster Salad Over Mixed Greens, Balsamic Vinaigrette	

Sandwiches @ Burgers

Di Pollo	13.5
Breaded Chicken Cutlets, Marinara Sauce & Melted Mozzarella	
Portobello	12.5
Roasted Portobello Mushroom, Mozzarella, Sliced Tomato & Mixed Greens	
Prosciutto	14.5
Prosciutto Di Parma, Mozzarella, Roasted Peppers, Arugula & Balsamic Drizzle	
Caprese	14.5
Sliced Tomato, Bufala Mozzarella, Basil, Olive Oil & Black Pepper	
Lobster	19
Fresh Lobster Salad, Sliced Tomato & Mixed Greens	
Hamburger al fresco	15
8 oz Organic Beef, Lettuce, Tomato & Red Onion, Shoestring Fries	

al fresco
ristorante @ bar

Pizza

Margherita	15
Tomato Sauce, Fresh Mozzarella & Basil	
Pepperoni	18
Tomato Sauce, Mozzarella & Pepperoni	
Palm Beach	23
Smoked Salmon, Caviar, Red Onion, Capers & Sour Cream	
frutti Di Mare	23
Olive Oil, Shrimp, Calamari, Baby Scallops & Diced Tomato	
funghi	18
Tomato Sauce, Mozzarella & Wood Roasted Mushroom Mix	
Quattro Stagioni	19
Tomato Sauce, Mozzarella, Prosciutto, Mushroom, Artichoke & Parmigiano	
Spagnola	19
Mozzarella, Spanish Chorizo Sausage & Onion	
Dello Chef	19
Mozzarella, Broccoli Rabe, Crumbled Sausage & Roasted Garlic	
Hawaiana	19
Tomato Sauce, Mozzarella, Pineapple & Diced Sweet Ham	
Quattro Formaggi	19
Tomato Sauce, Mozzarella, Gorgonzola, Smoked Mozzarella & Parmigiano	
Messicana	19
Ground Beef, Tomato & Onion, Avocado, Jalapeños, Cilantro & Sour Cream	

Entrées

Cannelloni Fiorentina	18.5
Veal & Spinach Filled Cannelloni, Topped With Pink Sauce & Parmigiano	
Lasagna Bolognese	17.5
Layered With Beef & Ricotta, Topped With Bechamel and Parmigiano	
Pollo al Limone	18
Lemon - Garlic Marinated Roasted Half Chicken, Rice Pilaf & Veg Of The Day	
Dentice con Carciofi	25
Snapper Fillet, Artichoke, Capers & White Wine Sauce, Rosemary Potatoes	
Salmone al Forno	23
Herbed Roasted Salmon with Honey Citrus Sauce, Sweet Potato Mash	

al fresco
ristorante @ hox

al fresco

ristorante & bar

on the Raymond Floyd Course at the Palm Beach Par 3

BREAKFAST

SERVED 7 AM TO 11 AM

OMELETTE AL FRESCO

THREE EGGS, PORTOBELLO MUSHROOM, ONION, TOMATO, GREEN
BELL PEPPER & MOZZARELLA, SERVED WITH ROASTED
POTATOES & TOAST 7.50

MAKE YOUR OWN 6.00 ADDITIONAL ITEMS .50

TOMATO | SPINACH | MUSHROOM | BROCCOLI | ONION | SAUSAGE
HAM | BACON | MOZZARELLA | CHEDDAR | SWISS | FETA

BELGIAN WAFFLE

TOPPED WITH FRESH WHIPPED CREAM & BERRIES 6.50

AL FRESCO WRAP

MULTI GRAIN TORTILLA, SAUSAGE, CHICKEN, ONION, TOMATO AND
BELL PEPPER, TOMATO DIPPING SAUCE 7.50

FRUIT SALAD

PINEAPPLE, MELON, GRAPES & BERRIES, ORGANIC YOGURT 6.50

PIZZA CARBONARA

THIN CRUST, EGG, MOZZARELLA & PANCETTA BACON, LG SLICE 5.75

PASTRIES

CROISSANT 1.75 CHOCOLATE CROISSANT 2.25

ALMOND CHEESE DANISH 2.25

COFFEE | TEA | ESPRESSO | MACCHIATO
2.50

CAPPUCCINO | LATTE
3.50



February 5, 2013

To: Town of Palm Beach

Re: Pizza Al Fresco
14 Via Mizner
Palm Beach, Fl. 33480

To Whom It May Concern:

I have reviewed the outline of insurance coverage's and limits that are required by the Town of Palm Beach and can confirm our Agency has total insurance capability to provide Pizza Al Fresco the policies with the required coverage limits as outlined. Pizza Al Fresco currently has their Workers Comp coverage through our agency and has complied with all the requirements to be a Drug-Free Workplace. Our agency has specialized in insurance for restaurants for over 40 years and with this experience and the relationships we have with the insurance companies we have the ability and knowledge to meet the needs and requirements that are specific to the restaurant owner.

Sincerely,

Tony Davenport
Vice President

FEE DETAIL

We propose the following annual rent schedule payable to the Town of Palm Beach in monthly installments for the exclusive right to operate the restaurant at the Par 3 Golf Course Clubhouse. It is important to note that we base our payment schedule on seasonal business volume, with the bulk of rent payments being made in the months of January, February, March and April. There are step up and step down payments for the shoulder months of December and May, with the lower payments being made in the off season months of June to November. We find that following this schedule is crucial to cash flow management in a markedly seasonal business environment.

Base (minimum) Monthly Rent:

\$150,000.00 which is Ten (10) percent of Gross Sales based on projected first year sales of \$1,500,000.00 Payable as follows:

JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
\$25K	\$25K	\$25K	\$25K	\$10K	\$5K	\$5K	\$5K	\$5K	\$5k	\$5K	\$10K

The preceding schedule illustrates the minimum rent to be paid to the Town, regardless of actual gross sales being lower. Although we have solid expectations that sales will climb steadily over the \$1.5 M level, it is important to note that the operation will take time to mature and grow.

Once Gross Sales climb above the minimum rent level, the town will automatically share in increased revenue as shown in the following example:

Sample Second Year Sales of \$2,250,000.00 would produce a total of \$225,000.00 in rent payments to the town as follows:

Month	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
G.Sales	\$375k	\$375k	\$375k	\$375k	\$150k	\$75k	\$75k	\$75k	\$75k	\$75k	\$75k	\$150k
Base	\$25K	\$25K	\$25K	\$25K	\$10K	\$5K	\$5K	\$5K	\$5K	\$5k	\$5K	\$10K
Add %	\$12.5k	\$12.5k	\$12.5k	\$12.5k	\$5k	\$2.5k	\$2.5k	\$2.5k	\$2.5k	\$2.5k	\$2.5k	\$5k
Total	\$37.5k	\$37.5k	\$37.5k	\$37.5k	\$15k	\$7.5k	\$7.5k	\$7.5k	\$7.5k	\$7.5k	\$7.5k	\$15k

Therefore, Monthly Rent Payment would be:

Gross Sales x 10% with minimum payments of \$150,000.00 a year and based on the proposed seasonal rent schedule.



19916 Court of the Lions,
Boca Raton, FL 33434

Ph: (561) 487-1900

Fax: (561) 487-2898

meyersjulie@bellsouth.net

February 4, 2013

To Whom it May Concern:

Pizza Al Fresco is in solid financial condition as evidenced by the current and last two year's financial statements. Extra funds are immediately available for investment purposes and will not affect the day-to-day operations of the company.

Pizza Al Fresco has sufficient resources and capabilities to complete the work required for this project.

Sincerely,

A handwritten signature in cursive script that reads "Julie A. Meyers".

Julie A. Meyers, EA

PIZZA AL FRESCO, LLC
Balance Sheet
December 31, 2012

ASSETS

Current Assets

CASH - TD BANK	\$	186,965.80
CASH - 1ST UNITED BANK		101,000.00
A/R HOUSE ACCOUNTS		9,591.92
FOOD INVENTORY		7,128.82
LIQUOR INVENTORY		1,659.53
WINE INVENTORY		7,044.74

Total Current Assets		313,390.81
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Property and Equipment

LEASEHOLD IMPROVEMENTS	102,166.85
2011 ACURA MDX	55,037.81
RESTAURANT EQUIPMENT	73,606.34
FURNITURE AND FIXTURES	18,015.39
ACCUM DEP	(122,192.61)

Total Property and Equipment		126,633.78
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Other Assets

PREPAID RENT	15,000.00
SECURITY DEPOSITS	1,494.00
ACCUM AMORT	(4,352.00)
LIQUOR LICENSE	71,211.30

Total Other Assets		83,353.30
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Total Assets	\$	523,377.89
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LIABILITIES AND CAPITAL

Current Liabilities

ACCOUNTS PAYABLE	\$	51,830.63
TIPS PAYABLE		27,437.75
ACCRUED PAYROLL		36,471.08
SALES TAX PAYABLE		15,506.91

Total Current Liabilities		131,246.37
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Long-Term Liabilities

PAYABLE TO RENATO'S	198,041.93
N/P 2011 ACURA MDX	24,508.13

Total Long-Term Liabilities		222,550.06
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Total Liabilities		353,796.43
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Capital

ADD'L PAID IN CAPITAL	554,790.91
RETAINED EARNINGS	(601,109.54)
CASH DISTRIBUTIONS	(103,560.33)
Net Income	319,460.42

Total Capital		169,581.46
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Total Liabilities & Capital	\$	523,377.89
-----------------------------	----	------------

PIZZA AL FRESCO, LLC
Income Statement
For the Twelve Months Ending December 31, 2012

	Current Month		Year to Date	
Revenues				
FOOD SALES	212,915.23	79.01	1,647,163.77	78.14
LIQUOR SALES	5,208.50	1.93	41,122.00	1.95
WINE SALES	51,094.00	18.96	417,148.94	19.79
PROMO. SALES	3.18	0.00	0.00	0.00
DELIVERY	231.00	0.09	2,266.00	0.11
SALES TAX DISCOUNT	30.00	0.01	360.00	0.02
INTEREST INCOME	0.00	0.00	0.00	0.00
GAIN ON SALE	0.00	0.00	0.00	0.00
Total Revenues	269,481.91	100.00	2,108,060.71	100.00
Cost of Sales				
FOOD PURCHASES	43,218.10	16.04	382,069.59	18.12
LIQUOR PURCHASES	52.66	0.02	7,642.63	0.36
WINE PURCHASES	17,168.82	6.37	137,036.03	6.50
INVENTORY CHANGES	0.00	0.00	0.00	0.00
LIQUOR SALES TAX	0.00	0.00	0.00	0.00
Total Cost of Sales	60,439.58	22.43	526,748.25	24.99
Gross Profit	209,042.33	77.57	1,581,312.46	75.01
Expenses				
SALARIES OFFICERS	13,225.00	4.91	113,225.00	5.37
SALARIES ADMINISTRATIVE	13,486.50	5.00	104,586.50	4.96
SALARIES KITCHEN	37,439.94	13.89	294,018.07	13.95
SALARIES DINING ROOM	22,266.23	8.26	157,035.51	7.45
SALARIES CLEANING	0.00	0.00	0.00	0.00
P/R TAXES	(2,263.38)	(0.84)	88,195.97	4.18
GROUP INSURANCE	0.00	0.00	0.00	0.00
EMPLOYEE MEALS	400.00	0.15	5,600.00	0.27
MEDICAL EXPENSES	0.00	0.00	0.00	0.00
TIPS PAID OUT	0.00	0.00	0.00	0.00
DELIVERY FEES PAID OUT	0.00	0.00	0.00	0.00
WORKMANS COMP INSURANCE	1,115.91	0.41	10,709.75	0.51
COMPUTER EXPENSES	94.96	0.04	1,789.52	0.08
OFFICE EXPENSES	0.00	0.00	900.02	0.04
CASH REGISTER EXPENSES	0.00	0.00	0.00	0.00
GIFT CERTIFICATES	0.00	0.00	0.00	0.00
CHINA, GLASSES, SILVER	0.00	0.00	853.77	0.04
PAYROLL SERVICE	431.42	0.16	5,056.23	0.24
CLEANING SERVICE	1,350.00	0.50	6,265.00	0.30
CLEANING SUPPLIES	669.84	0.25	4,662.41	0.22
DISHWASHING SUPPLIES	0.00	0.00	0.00	0.00
FLOWERS/DECORATIONS	0.00	0.00	528.26	0.03
PAPER SUPPLIES	364.31	0.14	1,158.70	0.05
PRINTING EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT RENTAL	98.10	0.04	1,209.70	0.06
LINENS & TABLE CLOTHS	0.00	0.00	214.50	0.01
GASOLINE	0.00	0.00	1,801.30	0.09
AUTO EXPENSE	0.00	0.00	441.73	0.02
KITCHEN SUPPLIES	0.00	0.00	516.50	0.02
SUPPLIES, GENERAL RESTAURANT	1,351.38	0.50	9,796.15	0.46
WOOD FOR OVEN	1,272.00	0.47	11,660.00	0.55
LAUNDRY SERVICE	2,352.88	0.87	18,979.86	0.90
LICENSES AND PERMITS	273.00	0.10	5,789.56	0.27
UNIFORMS	0.00	0.00	0.00	0.00

For Management Purposes Only

PIZZA AL FRESCO, LLC
Income Statement
For the Twelve Months Ending December 31, 2012

	Current Month		Year to Date	
PROMOTIONS	3.18	0.00	691.91	0.03
ADVERTISING	0.00	0.00	1,965.31	0.09
AMORTIZATION	4,352.00	1.61	4,352.00	0.21
BAD DEBTS	0.00	0.00	570.65	0.03
BANK CHARGES	17.18	0.01	333.00	0.02
CLIENT GIFTS	0.00	0.00	0.00	0.00
CONTRIBUTIONS	0.00	0.00	0.00	0.00
CREDIT CARD DISCOUNT	6,369.62	2.36	58,720.22	2.79
ICE	0.00	0.00	0.00	0.00
EXTERMINATING	68.90	0.03	1,195.90	0.06
STORAGE FEES	0.00	0.00	681.99	0.03
AUTO INSURANCE	0.00	0.00	0.00	0.00
INSURANCE GENERAL	2,873.73	1.07	3,217.73	0.15
MUSICAL ENTERTAINMENT	381.34	0.14	4,172.52	0.20
DUES AND SUBSCRIPTIONS	500.00	0.19	1,412.25	0.07
CASUAL LABOR	200.00	0.07	948.00	0.04
OUTSIDE SERVICES	0.00	0.00	0.00	0.00
OVER/SHORT	3.09	0.00	1.04	0.00
POSTAGE	0.00	0.00	98.10	0.00
MENUS	0.00	0.00	0.00	0.00
PROFESSIONAL FEES	1,384.00	0.51	48,989.21	2.32
TRAVEL	0.00	0.00	2,493.15	0.12
TELEPHONE	203.23	0.08	2,669.34	0.13
TAXES	0.00	0.00	0.00	0.00
RESEARCH	0.00	0.00	0.00	0.00
MONTHLY PARKING	0.00	0.00	1,855.00	0.09
MEALS & ENTERTAINMENT	0.00	0.00	1,531.93	0.07
VALET	2,460.19	0.91	13,595.19	0.64
SECURITY	0.00	0.00	0.00	0.00
PARKING TICKETS	0.00	0.00	0.00	0.00
CABLE & DIRECTV	0.00	0.00	1,115.34	0.05
PROPANE	450.00	0.17	1,070.00	0.05
GAS	397.44	0.15	577.57	0.03
WATER	0.00	0.00	0.00	0.00
ELECTRICITY	1,178.89	0.44	14,275.84	0.68
REPAIRS AND MAINTENENCE	7,170.01	2.66	37,839.18	1.79
RENT	19,807.35	7.35	199,430.46	9.46
PROPERTY TAXES	0.00	0.00	0.00	0.00
INTEREST EXPENSE	0.00	0.00	0.00	0.00
FINANCE CHARGES	0.00	0.00	544.20	0.03
DEPRECIATION	12,511.00	4.64	12,511.00	0.59
Total Expenses	154,259.24	57.24	1,261,852.04	59.86
Net Income	\$ 54,783.09	20.33	\$ 319,460.42	15.15

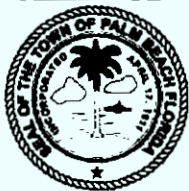
PIZZA AL FRESCO, LLC
Income Statement
For the Twelve Months Ending December 31, 2012

	Current Month This Year	Current Month Last Year	Year to Date This Year	Year to Date Last Year
Revenues				
FOOD SALES	1,647,163.77	1,425,525.21	1,647,163.77	1,425,525.21
LIQUOR SALES	41,122.00	0.00	41,122.00	0.00
WINE SALES	417,148.94	343,276.77	417,148.94	343,276.77
PROMO. SALES	0.00	0.00	0.00	0.00
DELIVERY	2,266.00	2,304.00	2,266.00	2,304.00
SALES TAX DISCOUNT	360.00	360.00	360.00	360.00
INTEREST INCOME	0.00	122.95	0.00	122.95
GAIN ON SALE	0.00	0.00	0.00	0.00
Total Revenues	2,108,060.71	1,771,588.93	2,108,060.71	1,771,588.93
Cost of Sales				
FOOD PURCHASES	382,069.59	360,778.98	382,069.59	360,778.98
LIQUOR PURCHASES	7,642.63	0.00	7,642.63	0.00
WINE PURCHASES	137,036.03	121,016.33	137,036.03	121,016.33
INVENTORY CHANGES	0.00	0.00	0.00	0.00
LIQUOR SALES TAX	0.00	0.00	0.00	0.00
Total Cost of Sales	526,748.25	481,795.31	526,748.25	481,795.31
Gross Profit	1,581,312.46	1,289,793.62	1,581,312.46	1,289,793.62
Expenses				
SALARIES OFFICERS	113,225.00	60,855.00	113,225.00	60,855.00
SALARIES ADMINISTRATIVE	104,586.50	63,855.00	104,586.50	63,855.00
SALARIES KITCHEN	294,018.07	233,093.98	294,018.07	233,093.98
SALARIES DINING ROOM	157,035.51	136,907.71	157,035.51	136,907.71
SALARIES CLEANING	0.00	0.00	0.00	0.00
P/R TAXES	88,195.97	68,612.14	88,195.97	68,612.14
GROUP INSURANCE	0.00	0.00	0.00	0.00
EMPLOYEE MEALS	5,600.00	4,800.00	5,600.00	4,800.00
MEDICAL EXPENSES	0.00	0.00	0.00	0.00
TIPS PAID OUT	0.00	0.00	0.00	0.00
DELIVERY FEES PAID OUT	0.00	0.00	0.00	0.00
WORKMANS COMP INSURANCE	10,709.75	7,835.28	10,709.75	7,835.28
COMPUTER EXPENSES	1,789.52	1,389.52	1,789.52	1,389.52
OFFICE EXPENSES	900.02	2,606.48	900.02	2,606.48
CASH REGISTER EXPENSES	0.00	0.00	0.00	0.00
GIFT CERTIFICATES	0.00	0.00	0.00	0.00
CHINA, GLASSES, SILVER	853.77	639.89	853.77	639.89
PAYROLL SERVICE	5,056.23	5,390.93	5,056.23	5,390.93
CLEANING SERVICE	6,265.00	1,966.70	6,265.00	1,966.70
CLEANING SUPPLIES	4,662.41	5,898.74	4,662.41	5,898.74
DISHWASHING SUPPLIES	0.00	0.00	0.00	0.00
FLOWERS/DECORATIONS	528.26	169.31	528.26	169.31
PAPER SUPPLIES	1,158.70	402.76	1,158.70	402.76
PRINTING EXPENSE	0.00	0.00	0.00	0.00
EQUIPMENT RENTAL	1,209.70	1,116.83	1,209.70	1,116.83
LINENS & TABLE CLOTHS	214.50	0.00	214.50	0.00
GASOLINE	1,801.30	4,365.93	1,801.30	4,365.93
AUTO EXPENSE	441.73	809.44	441.73	809.44
KITCHEN SUPPLIES	516.50	558.28	516.50	558.28
SUPPLIES, GENERAL RESTAURANT	9,796.15	9,877.31	9,796.15	9,877.31
WOOD FOR OVEN	11,660.00	10,573.20	11,660.00	10,573.20
LAUNDRY SERVICE	18,979.86	16,761.25	18,979.86	16,761.25

For Management Purposes Only

PIZZA AL FRESCO, LLC
Income Statement
For the Twelve Months Ending December 31, 2012

	Current Month This Year	Current Month Last Year	Year to Date This Year	Year to Date Last Year
LICENSES AND PERMITS	5,789.56	1,455.65	5,789.56	1,455.65
UNIFORMS	0.00	2,173.80	0.00	2,173.80
PROMOTIONS	691.91	0.00	691.91	0.00
ADVERTISING	1,965.31	2,987.05	1,965.31	2,987.05
AMORTIZATION	4,352.00	0.00	4,352.00	0.00
BAD DEBTS	570.65	0.00	570.65	0.00
BANK CHARGES	333.00	130.00	333.00	130.00
CLIENT GIFTS	0.00	75.92	0.00	75.92
CONTRIBUTIONS	0.00	120.00	0.00	120.00
CREDIT CARD DISCOUNT	58,720.22	49,372.63	58,720.22	49,372.63
ICE	0.00	0.00	0.00	0.00
EXTERMINATING	1,195.90	1,166.54	1,195.90	1,166.54
STORAGE FEES	681.99	2,892.00	681.99	2,892.00
AUTO INSURANCE	0.00	0.00	0.00	0.00
INSURANCE GENERAL	3,217.73	7,077.39	3,217.73	7,077.39
MUSICAL ENTERTAINMENT	4,172.52	2,504.80	4,172.52	2,504.80
DUES AND SUBSCRIPTIONS	1,412.25	1,191.22	1,412.25	1,191.22
CASUAL LABOR	948.00	1,004.91	948.00	1,004.91
OUTSIDE SERVICES	0.00	0.00	0.00	0.00
OVER/SHORT	1.04	0.00	1.04	0.00
POSTAGE	98.10	414.33	98.10	414.33
MENUS	0.00	0.00	0.00	0.00
PROFESSIONAL FEES	48,989.21	8,621.00	48,989.21	8,621.00
TRAVEL	2,493.15	1,159.70	2,493.15	1,159.70
TELEPHONE	2,669.34	2,211.86	2,669.34	2,211.86
TAXES	0.00	0.00	0.00	0.00
RESEARCH	0.00	0.00	0.00	0.00
MONTHLY PARKING	1,855.00	0.00	1,855.00	0.00
MEALS & ENTERTAINMENT	1,531.93	3,481.03	1,531.93	3,481.03
VALET	13,595.19	0.00	13,595.19	0.00
SECURITY	0.00	794.38	0.00	794.38
PARKING TICKETS	0.00	0.00	0.00	0.00
CABLE & DIRECTV	1,115.34	0.00	1,115.34	0.00
PROPANE	1,070.00	819.64	1,070.00	819.64
GAS	577.57	760.00	577.57	760.00
WATER	0.00	0.00	0.00	0.00
ELECTRICITY	14,275.84	14,401.14	14,275.84	14,401.14
REPAIRS AND MAINTENENCE	37,839.18	37,284.04	37,839.18	37,284.04
RENT	199,430.46	200,798.50	199,430.46	200,798.50
PROPERTY TAXES	0.00	0.00	0.00	0.00
INTEREST EXPENSE	0.00	344.78	0.00	344.78
FINANCE CHARGES	544.20	302.58	544.20	302.58
DEPRECIATION	12,511.00	34,309.00	12,511.00	34,309.00
Total Expenses	1,261,852.04	1,016,339.57	1,261,852.04	1,016,339.57
Net Income	\$ 319,460.42	\$ 273,454.05	\$ 319,460.42	\$ 273,454.05



**TOWN OF PALM BEACH
RFP NO. 2013-13**

**RESTAURANT OPERATOR:
PALM BEACH PAR 3 GOLF COURSE CLUBHOUSE**

PROPOSAL PAGE

Propose a schedule of fees to be paid to the Town on a monthly basis for the exclusive rights to operate the restaurant at the new Par 3 Golf Course clubhouse.

Item	Description	Amount
1	Indicate amount of monthly base rent you will pay to the Town on a monthly basis for services identified	\$150,000.00 Annual Minimum \$ per attached schedule
2	Indicate percentage of gross revenue you will pay to the Town on a monthly basis for services identified.	10% of Gross Sales % Total, Including Base
3	Indicate the minimum number of contract years required in consideration of the rent and gross revenue proposed above.	10 Years + Options Years

Attach a sample menu of food and beverage (non-alcoholic and alcoholic) items you are suggesting for the restaurant, with estimated price ranges. Include breakfast, lunch, and dinner items.

Attach a list of additional equipment and supplies you will provide to perform services.

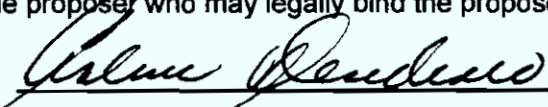
An alternative form of compensation to the Town may be considered, but proposer must indicate a monthly base rent and percentage of gross as their primary method of compensating the Town. Attach details of alternate forms of compensation, if proposed.

Company Name: Pizza al Fresco, LLC

Authorized Signature: *Patricia Penderico*

RFP 2013-13- Restaurant Operator – Palm Beach Par 3 Golf Course

The hereby undersigned representative submits this proposal and certifies that they are an authorized representative of the proposer who may legally bind the proposer:

***SIGNATURE:** 

Name: Arlene Desiderio **Title:** Proprietor

Company: Pizza al fresco, LLC **Address:** 14 Via Mizner
Printed
Legally registered name

City: Palm Beach **State:** FL **Zip:** 33480

Telephone No: 561-832-1705 **Fax No:** 561-832-9374

Federal ID #: 65-1142101 **Dun Bradstreet #:**

****Failure to affix signature may result in disqualification of proposal.***

Name of Vendor Service Representative:

Jose L. Duran

Address: 14 Via Mizner, Palm Beach, FL 33480

Phone Number: 561-832-1705 **Fax Number:** 561-832-9374

E Mail address: paftp@bellsouth.net

PROPOSERS CHECKLIST

- ***All proposals shall be submitted on the Town provided forms. Failure to do so may cause the proposal to be rejected.***
- ***All blanks on the proposed forms must be completed.***
- ***Supplemental information may be attached to the proposal package.***
- ***Proposers shall return a complete set of all forms as listed as follows.***

Are all proposal pages signed?	Yes ☒	No
Is Proposer's Qualification form completed and submitted?	Yes ☒	No
Is Vendor Service Representative Information submitted?	Yes ☒	No
Are addendums (if any issued) submitted?	Yes ☒	No
Is Drug Free Workplace form submitted?	Yes ☒	No
Is List of Professional References submitted?	Yes ☒	No
Is List or Proposed Subcontractors submitted?	Yes ☒	No
Is Sample Menu submitted?	Yes ☒	No
Is list of Additional Equipment submitted?	Yes ☒	No

RFP 2013-13- Restaurant Operator – Palm Beach Par 3 Golf Course



**RFP NO. 2013-13
RESTAURANT OPERATOR:
PALM BEACH PAR 3 GOLF COURSE**

PROPOSERS QUALIFICATIONS

The Vendor, as a result of this proposal, must hold County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location. Each proposer must complete the following information and submit with their proposal in order to be considered:

1. Legal Name and Address:

Name: Pizza al Fresco, LLC
 Address: 14 Via Mizner
 City, State, Zip: Palm Beach, FL 33480 Phone/Fax: 561-832-1705

2. Check One: Corporation (☒) Partnership (☐) Individual (☐)

3. If Corporation, state: Date of Incorporation: 9/2001 State in which Incorporated: FL

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers

Date Elected:

<u>Arlene Desiderio</u>	<u>9/2001</u>
_____	_____
_____	_____
_____	_____

6. The Vendor's length of time in business: 12 years

7. The Vendor's length of time (continuous) in business as a service organization in Florida: 12 years

8. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Town. Further, all Proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

Name NONE

9. A copy of County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location.

Note: Information requested herein and submitted by the proposers will be analyzed by the Town of Palm Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Proposers, in the sole opinion of the Town of Palm Beach, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply

AC# 673226

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF HOTELS AND RESTAURANTS

EXHIBIT A

SEQ# 11211160041

DATE	BATCH NUMBER	LICENSE NBR	SEATS
11/16/2012	120215966	SEA6013424	55

The SEATING FOOD SERVICE (2010)
Named below IS LICENSED
Under the provisions of Chapter 307, F.S.
Expiration date: DEC 1, 2013

NON-

TRANSFERABLE

PIZZA AL FRESCO LLC
PIZZA AL FRESCO
14 VIA MIZNER
PALM BEACH
FL 33480

RICK SCOTT
GOVERNOR

KEN LAWSON
SECRETARY

DISPI AY AS REQUIRED BY LAW

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BEV6000125

AC# 5124184

RETAILER OF ALCOHOLIC BEVERAGES
PIZZA AL FRESCO LLC
PIZZA AL FRESCO

IS LICENSED under the provisions of Ch. 365 F.S.
Expiration date: MAR 31, 2013 L12051000795

ATTACHMENT A

DETACH HERE



**TOWN OF PALM BEACH
RFP NO. 2013-13
RESTAURANT OPERATOR:
PALM BEACH PAR 3 GOLF COURSE
LIST OF CURRENT & PERTINENT PROFESSIONAL REFERENCE**

The following is a list of current and pertinent professional references that the Town can contact in relation to Proposer's qualifications, financial stability, and experience. Failure to furnish this information may be grounds for rejection of the proposal.

1. Name and Address of Firm, City, County, or Agency	Scope of Work:	Banking
1ST United Bank	Date(s):	
335 South County Road, Palm Beach	Amount:	
	Contact:	Debbie Martin, Manager
	Telephone No:	561-835-2021
For Town Use Only:	Comments:	Reference Verified: Yes ___ No ___

2. Name and Address of Firm, City, County, or Agency	Scope of Work:	Supplier
Sysco Foods	Date(s):	
	Amount:	
	Contact:	Barbara Brown
	Telephone No:	561-252-6574
For Town Use Only:	Comments:	Reference Verified: Yes ___ No ___

3. Name and Address of Firm, City, County, or Agency	Scope of Work:	Supplier
Neptune Seafood	Date(s):	
Lake Worth, FL	Amount:	
	Contact:	Vincent Giamporcaro
	Telephone No:	561-315-9160
For Town Use Only:	Comments:	Reference Verified: Yes ___ No ___

4. Name and Address of Firm, City, County, or Agency	Scope of Work:	Wine & Liquor Supplier
Republic National Distributing	Date(s):	
	Amount:	
	Contact:	Clifford Davis
	Telephone No:	561-512-9873
For Town Use Only:	Comments:	Reference Verified: Yes ___ No ___

5. Name and Address of Firm, City, County, or Agency	Scope of Work:	Member & Service Provider
Worth Avenue Association	Date(s):	
	Amount:	
	Contact:	Sherry Frankel
	Telephone No:	561-655-1996
For Town Use Only:	Comments:	Reference Verified: Yes ___ No ___

Company Name: Pizza al Fresco, LLC



TOWN OF PALM BEACH
RFP NO. 2013-13
RESTAURANT OPERATOR:
PALM BEACH PAR 3 GOLF COURSE

DRUG-FREE WORK PLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the Town of Palm Beach for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Jose L. Duran **the**
(Individual's Name)
General Manager **of** Pizza al Fresco, LLC
(Title/Position with Company/Vendor) **(Name of Company/Vendor)**

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

2/6/2013

Date

Signature



5440 NW 33rd Avenue Suite 106
Ft. Lauderdale, Florida 33309
(954) 677-1200 Phone
(954) 677-1201 Fax

January 30, 2013

To Whom it May Concern:

Total Compliance Network implemented a State of Florida Drug Free Workplace Program for the company listed below. TCN also provided the below-indicated services. If you have any questions, please feel free to contact me at my office, (800) 881-4826.

Company Name: **PIZZA AL FRESCO, LLC**
Address: **14 Via Mizner**
Palm Beach, FL 33480
Telephone #: **(561) 832-1705**
Contact Person: **Jose Duran**

Date TCN Implemented program with the above contact person: February 2013

TCN provided the above-named company with a Compliance Manual which includes:

1. An Employee handbook containing company policy and all necessary information (i.e., Information on where to seek help, medications that affect the outcome of a drug test, etc.).
2. Initial 60-day Drug Free Workplace notification.
3. Employee agreement forms, including company disciplinary action.
4. A Supervisor's handbook.
5. Information to post in conspicuous locations (signs, posters).
6. Additional forms and agreements (rehabilitation, notification of positive test results, etc.).

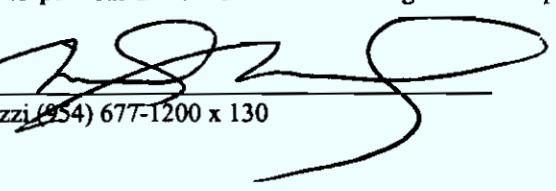
TCN has also set up a drug screen collection site, AHCA or NIDA certified testing laboratory, on-staff Medical Review Officer, results reporting (telephone and hard copy) and billing.

TCN has instructed the above-named contact person on the following procedures:

1. Distribution of 60-day Drug Free Workplace notification.
2. Conducting the Employee meeting including distribution of Employee handbook, educational material and collection of signed paperwork.
3. Drug testing requirements and procedures for testing:
 - a. Job Applicants
 - b. Post-accident
 - c. Reasonable suspicion
 - d. Return-to-work.
 - e. Random (if applicable).
 - f. Routine fitness-for-duty.

TCN will also continue to act as a consultant for any questions regarding this program, but will not be held responsible for any company's negligence or inability to perform the State of Florida Drug Free Workplace requirements using TCN or TCN materials.

Total Compliance Network Representative
Nick Mirowsky (954) 232-5650 or Carole Izzi (954) 677-1200 x 130





TOWN OF PALM BEACH
RFP NO. 2013-13
RESTAURANT OPERATOR:
PALM BEACH PAR 3 GOLF COURSE

LIST OF PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates all major subcontractors whom they propose to utilize for the major areas of work for the project. All subcontractors shall be properly licensed, bondable and required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information may be grounds for rejection of the proposal. (If no subcontractors are proposed, state "None" on first line below.)

Name and Address of Subcontractor	Scope of Work
1. NONE	
2.	
3.	
4.	
5.	

Signature and Date

2/6/2013

Title/Company

General Manager, Pizza al Fresco, LLC

Acknowledgement is hereby made of the following Addenda received since issuance of this Request for proposals:

Addendum No. N/A Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

RFP 2013-13- Restaurant Operator – Palm Beach Par 3 Golf Course

ADDENDUMS

Not Applicable

VARIATIONS / EXCEPTIONS

None at Time of Submission

LITIGATION STATEMENT

No litigation or regulatory action has been filed against Pizza al Fresco, LLC in the last Three years.

RFP NO. 2013-13**Town Provided Kitchen Equipment**

Quantity	Description
1	Garbage Can (Rubbermaid Model No. FG3540000BLA)
1	Ice Bin (Supreme Metal Model No. CRI-12-30-7)
1	SSC-29 Ice Bin Sliding Cover
1	Bottle Display (Supreme Metal Model No. CRLR-24)
1	Bottle Cooler (True Food Service Equip Model No. TD-36-12)
1	Refrigerated Backbar Cabinet (Perlick Corp. Model No. CS32SS)
1	Blender Station (Supreme Metal Model No. CR-DB-15)
1	Hand Sink (Supreme Metal Model No. CR-HS-12)
1	Glass Washer (Glastender Model No. GT-18)
3	Hand Sink (Advance Model No. 7-PS-88)
1	Refrigerated Work Top (True Food Service Equip Model No. TWT-48)
1	Refrigerated Sandwich Unit (True Food Service Equip Model No. TSSU-60-16)
1	Work Table (Advance Tabco Model No. FMS-304)
1	Fryer (Imperial Model No. IFS-40)
2	Gas Connector Kit (T&S Brass Model No. HG-4D-48SK)
1	Range, 60", 6 Open Burners, 23" Griddle (Imperial Model No. IR-6-G24-T)
1	Pre-Rinse (T&S Brass Model No. B-0133-B)
1	Lever Waste (T&S Brass Model No. B-3970)
1	Dishwasher, Door Type (CMA Dishmachines Model No. AH)
1	Faucet (T&S Brass Model No. B-0231)
3	Lever Waste (T&S Brass Model No. B-3970-01)
1	Soiled Dishtable (Advance Tabco Model No. DTS-S60-48R-X)
1	Dishtable, Clean with Potsinks (Advance Tabco Model No. DTC-3-2020-108L)
1	Indoor Combination Walk-in Storage Cooler/Freezer (CBI Refrigeration Model No. CUSTOM)
1	Cooler Refrigeration System (CBI Refrigeration Model No. CUSTOM)
1	Freezer Refrigeration System (CBI Refrigeration Model No. CUSTOM)
1	Exhaust Hood (CBI Hood Model No. XBEW-126-S)
1	Exhaust Fan (CBI Hood Model No. XRUB-141-10)
1	Supply Fan (CBI Hood Model No. XIB-130-10)
1	Exhaust System Control Panel (CBI Hood Model No. XFCC-1)
1	Fire Suppression System (CBI Hood Model No. FSSK-15-2)
1	Condensate Hood (CBI Hood Model No. XD1-42-S)
1	Exhaust Fan - Condensate Hood (CBI Hood Model No. XRUD-090-VG)
1	Chef Counter with Double Overshelf (CBI Custom Model No. CUSTOM)
1	Beverage Counter (CBI Custom Model No. CUSTOM)
1	Pizza Oven Curb & Double Wall Duct (CBI Hood Model No. GPFP)

TOWN OF PALM BEACH



RFP NO. 2013-13

RESTAURANT OPERATOR: PALM BEACH PAR 3 GOLF COURSE CLUBHOUSE



Purchasing Division

* * * * *

Finance Department

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TOWN OF PALM BEACH * 951 OKEECHOBEE ROAD * WEST PALM BEACH * FLORIDA * 33401



**TOWN OF PALM BEACH
RFP NO. 2013-13**

**RESTAURANT OPERATOR:
PALM BEACH PAR 3 GOLF COURSE CLUBHOUSE**

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TOWN OF PALM BEACH

Advertisement for Request for Proposals

RFP NO. 2013-13

RESTAURANT OPERATOR: PALM BEACH PAR 3 GOLF COURSE CLUBHOUSE

Proposals for a Restaurant Operator for the Palm Beach Par 3 Golf Course will be received by the Town of Palm Beach at the Office of the Purchasing Agent, 951 Okeechobee Road, Suite D, West Palm Beach, Florida 33401, **until 2:00 p.m. February 6, 2013.**

Time is of the essence and any proposal received after **2:00 p.m. on February 6, 2013**, whether by mail or otherwise, will be returned unopened. Proposers are responsible for ensuring that their proposal is stamped by Purchasing Office personnel by the deadline indicated.

A Pre-Proposal Conference will be held at **2:00 P.M. on January 16, 2013** at the Public Works Department, 951 Okeechobee Road, West Palm Beach, Florida. Attendance is strongly encouraged as this will be the only forum to seek clarification from Town staff

An **original and eight (8) copies with one (1) electronic copy (USB flash drive or CD)** of the proposal shall be submitted in sealed envelopes/packages addressed to Lynda S. (Venne) Cummings, Purchasing Agent, Town of Palm Beach, Florida, and marked **"RFP No. 2013-13 – Restaurant Operator: Palm Beach Par 3 Golf Course."**

Proposers desiring a copy of the RFP may obtain such documents by visiting the Town's website at www.townofpalmbeach.com, (click "Doing Business," click "Sealed Bids / Request for Proposals" and follow the instructions). The Purchasing Office is located at 951 Okeechobee Road, Suite D, West Palm Beach, Florida 33401. Telephone (561) 838-5406.

Lynda S. (Venne) Cummings, CPPB
Purchasing Agent

Dated: **January 6, 2013**
 January 13, 2013

Published: **Palm Beach Post**



**TOWN OF PALM BEACH
RFP NO. 2013-13**

**RESTAURANT OPERATOR:
PALM BEACH PAR 3 GOLF COURSE CLUBHOUSE**

PART I

PROPOSAL TERMS AND CONDITIONS

1-1 Introduction: The Town of Palm Beach, Florida is soliciting Requests for Proposals (RFP) for a Restaurant Operator for the Par 3 Golf Course.

1-2 Proposal Submission and Withdrawal: The Town must receive all proposals by **2:00 P.M. on February 6, 2013**. The proposals shall be submitted at the following address:

TOWN OF PALM BEACH
Purchasing Office
951 Okeechobee Road Suite "D"
West Palm Beach, Florida 33401

To facilitate processing, please clearly mark the outside of the proposal package as follows: **RFP No. 2013-13 – Restaurant Operator: Palm Beach Par 3 Golf Course**. This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the Town in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of six (6) months. Once opened, proposals become a record of the Town and will not be returned to the Proposer.

The Town cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the Town's Purchasing Division at 951 Okeechobee Road, Suite "D", West Palm Beach, Florida prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (561) 838-5406, before proposal closing time. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

1-3 Number of Copies: Proposers shall submit an **original and eight (8) copies with one (1) electronic copy (USB flash drive or CD)** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, US Mail or any other delivery medium.

1-4 Development Costs: Neither the Town nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a

straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5 Inquiries: The Purchasing Agent will receive written requests for clarification by facsimile at (561) 835-4688 concerning the meaning or interpretations of the RFP, until **ten (10)** days prior to the submittal date. Town personnel are authorized only to direct the attention of prospective Proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the Town is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document. The Purchasing Division is located at 951 Okeechobee Road, Suite "D", West Palm Beach, FL 33401.

1-6 Addendum: The Town may record its response to inquiries and any supplemental instructions in the form of written addenda. The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes or additional information may be provided by the Town. The Town may provide written addenda up to seven (7) calendar days before the date fixed for receiving the proposals. Proposers may contact the Town to ascertain whether any addenda have been issued. Failure to do so may result in an unresponsive proposal. Any oral explanation given before the RFP opening will not be binding.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the Town Purchasing Agent through written communication prior to the opening of the proposals.

1-7 Contract Award: The Town anticipates entering into an Agreement with the Proposer who submits the proposal judged by the Town to be most advantageous.

The Town reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its sole judgment, best serves the interest of the Town, or to award a contract to the next most qualified proposal if the successful proposal does not execute a contract within sixty (60) days after the award of the proposal. The Town also reserves the right to abandon the project and/or to solicit and re-advertise for other proposals.

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the Town and executed by all parties. A sample Agreement is attached to this RFP. An Agreement will be prepared by the Town and presented to the successful proposer for review and feedback prior to execution.

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer for a period of six (6) months to provide to the Town the services set forth in this Request for Proposals.

1-8 Contractual Agreement: This RFP shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Price Agreement document, original Terms and Conditions, and contractor response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. **Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-9 Selection Process: The proposals will be evaluated and assigned points; the firm with the highest number of points will be ranked first. However, nothing herein will prevent the Town from assigning work to any firm deemed responsive and responsible.

The Town reserves the right to further negotiate any proposal, including price, with the highest rated Proposer. If an agreement cannot be reached with the highest rated Proposer, the Town reserves the right to negotiate and recommend award to the next highest Proposer or subsequent Proposers until an agreement is reached.

1-10 News Releases: The Proposer shall obtain the prior approval of the Town Manager's Office of all news releases or other publicity pertaining to this RFP, the service, or project to which it relates.

1-11 Insurance: The Service Provider shall provide at its own cost and expense during the life of the contract, the following insurance coverages to the Town of Palm Beach (30) thirty business days prior to the commencement of any work. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance shall be evidenced by certificates and/or policies including premiums as determined by the Town of Palm Beach. It shall be an affirmative obligation upon the Service Provider to advise the Town's Risk Manager at fax no. 561-838-5497, e-mail risk@townofpalmbeach.com, 360 S. County Road, Palm Beach, FL 33480 within 24 hours or the next business day of cancellation, non-renewal or modification of any stipulated insurance and failure to do so shall be construed to be a breach of this Agreement/contract. The Town of Palm Beach reserves the right to require additional coverages and limits based upon the particular service or change in service provided by the Service Provider.

Comprehensive General Liability Insurance coverage with limits of liability not less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate. The Certificate of Insurance shall indicate an Occurrence Basis only. Claims made policies will not be accepted. The Town of Palm Beach shall be endorsed as an additional insured under the General Liability coverage. The Service Provider's General Liability coverage shall be primary and non-contributory.

Liquor Liability with limits of liability not less than \$1,000,000 each occurrence. The Town of Palm Beach shall be endorsed as an additional insured under the liquor liability policy.

Auto Liability coverage with limits not less than \$1,000,000 Each Occurrence Combined Single Limit each accident. The Certificate of Insurance shall indicate coverage for Any Auto or Owned Autos/ Hired Autos/Non-Owned Autos.

Workers' Compensation coverage with statutory limits pursuant to Florida State Statute 440.

Employers Liability coverage with limits not less than \$100,000 for each accident, \$100,000 disease (each employee) and \$500,000 disease (policy limit).

In the event that claims in excess of the insured amounts provided herein are filed by reason of any operations under the contract, the amount excess of such claims or any portion thereof may be withheld from any payment due or to become due the Service Provider until such time the Service Provider shall furnish such additional security covering such claims as may be determined by the Town of Palm Beach.

Umbrella or Excess Liability is required up to the minimum limit of liability if the limits of liability shown on the Certificate of Insurance under General Liability do not meet the minimum limit of liability as required.

Third Party Crime policy with a limit of liability not less than \$1,000,000.

All required insurance policies shall provide a waiver of subrogation and rights of recovery against the Town of Palm Beach, including its agents, officers, past and present employees, elected officials and representatives, the insurance policy in effect shall protect both parties and be primary and non-contributory for any and all losses covered by the above described insurance. Insurers have no recourse against the Town of Palm Beach for payment or assessments in any form on any insurance policy.

1-12 Licenses: Proposers, both corporate and individual must be fully licensed and certified in the State of Florida at the time of RFP submittal. The proposal of any Proposer that is not fully licensed and certified shall be rejected.

1-13 Drug-Free Workplace: Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

1-14 Rights and Privileges: Rights and privileges granted by the Town shall not be assigned or transferred in any manner whatsoever without written approval of the Town Council. At all times during the term of the contract the Contractor shall act as an independent contractor and at no time shall the Contractor be considered an agent or partner of the Town. The Contractor shall obtain and pay for all permits, licenses, Federal, State and Local taxes chargeable to its operation.

1-15 Lobbying Prohibited: Proposers are not to contact or lobby any Town personnel or any person related or involved with this Request for Proposals. All oral or written inquiries are to be directed to the Purchasing Division as instructed herein. Any violation of this condition may result in rejection and/or disqualification of the Proposer. Please refer to Palm Beach County Registration Ordinance – Effective April 2, 2012 for further information; <http://www.palmbeachcountyethics.com/ordinances-codes.htm>.

1-16 Disclosure and Disclaimer: Any action taken by the Town in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the Town or their advisors.

In its sole discretion, the Town may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the RFP. In its sole discretion, the Town may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter a "Proposer").

Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the Town.

The information contained herein is provided solely for the convenience of proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the Town, nor their advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with Town representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. The RFP is being provided by the Town without any warranty or representation, express or implied, as to its content; accuracy or completeness and no proposer or other party shall have recourse to the Town if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Town that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

The Town, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. Neither the Town nor its representatives warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

1-17 Proposal Contents: All material submitted becomes the property of the Town of Palm Beach. The Town has the right to use any or all ideas presented in any reply to this RFP. Selection or rejection of the proposal does not affect this right.

1-18 Palm Beach County Inspector General: The Proposer shall be aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The Bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Proposer or its sub contractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

1-19 Public Entity Crimes: In accordance with Florida Statute 287.133, no award will be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and the purchasing process because they have been found guilty of a public entity crime. A "person" or "affiliate" includes any natural person or any entity, including predecessor or successor entities or an entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

By signing and submitting the Bid documents, the submitting firm attests that they have not been placed on the "Convicted Vendor List" or found guilty of a public entity crime.

1-20 Code of Ethics: If any Proposer violates or is a party to a violation of the code of ethics of the Town of Palm Beach, Palm Beach County or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the Town of Palm Beach. The link for further information regarding the Palm Beach County Commission on Ethics is: <http://www.palmbeachcounthyethics.com/ordinances-codes.htm>.

1-21 Conflict of Interest: The award hereunder is subject to provisions of State Statutes

and Town Ordinances. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Town of Palm Beach. Further, all Proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

1-22 Non-Collusion: Proposer certifies that their Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

1-23 Cone of Silence: The Cone of Silence is a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid or any other competitive solicitation between:

(1) Any person or person's representative seeking an award from such competitive solicitation; and

(2) Any County commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid or any other competitive solicitation, and shall remain in effect until such response is with rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentation before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

For further information refer to <http://www.palmbeachcountyethics.com/ordinances-codes.htm>
- Palm Beach County Registration Ordinance – Effective April 2, 2012.

1-24 Verification Of Work Authorization: The Town of Palm Beach is an E-Verify employer for the purposes of verifying work authorization. Work authorization for those contracted to provide services and/or goods to the Town of Palm Beach is the sole responsibility of the contracted vendor and/or service provider.



**TOWN OF PALM BEACH
RFP NO. 2013-13**

**RESTAURANT OPERATOR:
PALM BEACH PAR 3 GOLF COURSE CLUBHOUSE**

PART II

NATURE OF SERVICES REQUIRED

2-1 INTENT

The Town of Palm Beach Recreation Department is seeking a vendor to operate the restaurant and bar at the new Palm Beach Par 3 Golf Course Clubhouse located at 2345 South Ocean Blvd., Palm Beach, Florida.

2.2 INTRODUCTION:

The Town of Palm Beach Par 3 Golf Course (Par 3) is one of the most unique golf properties in the country. Privately opened in 1961, the Town purchased the golf course in 1973 for public use. Redesigned by Hall of Fame golfer Raymond Floyd, the golf course went through a \$4.5 million renovation in 2009. With 6 ocean front holes and 3 on the Intracoastal, the Par 3 is a true golfing experience that is open to the public year round.

The Par 3 has annual rounds of golf of approximately 30,000, with a large majority played December through April. Hours of operation for golf are 7AM to 7PM (summer) and 7AM to 6PM (winter). The course consists of 18 holes on 39 acres of land, with 12 holes on the ocean side of A1A and 6 holes on the Intracoastal side of A1A. There is a practice range and green. The parking lot accommodates 67 cars. Overflow parking for up to an additional 20 cars is available across the street in the maintenance parking lot.

The new clubhouse will be a two story structure, with a pro-shop and restrooms on the first floor and a restaurant on the second floor. The total square feet will be approximately 6,600 sq. ft., with approximately 4,000 sq. ft. under air. The second floor will have a dining room, full commercial kitchen, and a wrap around veranda for outdoor seating, facing north, west, south, and east overlooking the ocean. It will seat 150 with a full bar and covered outside dining on 3 verandas. The dining areas will be fully furnished and the kitchen will be equipped with basic equipment, appliances and tables. The selected vendor will be responsible for any upgrades and specialty equipment.

The clubhouse was designed by Smith and Moore Architects and the interiors by Scott Snyder, Inc. Hedrick Brothers Construction is managing the construction, which is expected to begin in late February 2013 and be ready for occupancy in December 2013.

2.3 SCOPE OF WORK

Vendor shall provide and maintain all necessary equipment and inventory to offer food and

beverage service at breakfast, lunch and dinner on a year-round basis at the Par 3 Golf Course restaurant. Vendor must also be able to provide catering services on an as needed basis for golf outings and other special functions, such as weddings. Beverage services shall include both alcoholic and non-alcoholic beverages. Vendor shall also be able to provide all necessary licenses and certifications necessary to provide food and beverage services.

The Town will minimize the startup costs of a restaurant by providing a furnished and equipped kitchen, restaurant and bar. The Town will provide for the following, including but not limited to:

- Dining room furniture, including the following:
 - Tables and chairs for 150 seats
- Fully functional bar and back bar, including the following:
 - Bar stools
 - Large television
 - Bar appliances
 - Free Wi-Fi services
- Fully functional kitchen, including the following:
 - See Attachment A
- Restaurant service/storage area and walk-in cooler on 1st floor.
- Payment for all utilities, with the exception of telephone and fax services for the restaurant
- Maintenance of restrooms during golf operating hours
- Maintenance and repair for building-wide HVAC and other mechanical systems

The selected Vendor will provide for the following, including but not limited to:

- Additional appliances, equipment, furniture needed to perform
- Cleaning of all restaurant spaces, including kitchen, dining room, verandas, 1st floor service area and cooler on a daily basis
- Maintain restrooms after golfing hours are over
- Maintain all appliances, furniture, and fixtures
- All required inspections of restaurant appliances, including but not limited to range hoods.

2.3.1 STAFF REQUIREMENTS

The Proposer shall maintain customer service as a top priority. The Proposer must provide staff that is professional, friendly and courteous to all golfers and the general public. The Proposer's staff must maintain a neat appearance and be appropriately dressed with uniforms and work shoes, shall wear name tags identifying the company and name of employee at all times during the performance of their services, exercise good public relation skills, respond to customer complaints and questions, and conduct themselves in a professional manner acceptable to the Town.

The Proposer shall bear all responsibility to provide and maintain experienced staff, capable of, and devoted to, the successful accomplishment of their duties. All staff must be thoroughly trained to act in a professional manner and shall be able to communicate clearly with customers. The Proposer shall control and correct objectionable conduct, demeanor and appearance of its staff as requested by the Contract Coordinator. The Proposer's staff shall not be permitted to smoke or drink alcoholic beverages while at work at the Par 3 Golf Course.

The Proposer shall adhere to all state and local regulations and rules pertaining to food service personnel.

The Proposer is not allowed to employ undocumented individuals to perform any services.

The Proposer's staff shall not be considered employees of the Town. The Proposer understands that their staff shall be independent thereof and shall have no claim against the Town as to pension, workers compensation, unemployment compensation, insurance, salary, wages or other employee rights and privileges granted by operation of law of the Town of Palm Beach.

The Applicant Firm shall designate the personnel to be assigned specifically to the performance of this work. At the time of negotiation for entry into a formal contract, the Town shall have the right to specify those key project personnel for whom the Applicant Firm shall not be allowed to substitute other personnel without prior written permission of the Town.

2.3.2 ADVERTISING AND SIGNAGE

The Proposer shall obtain the prior approval of the Contract Coordinator of all publicity pertaining to the services to be provided. All signage and advertising must be previously approved by the Contract Coordinator.

2-4 PROPOSAL REQUIREMENTS

This document is intended to be used as the instrument to transmit proposals and to define the terms, conditions and specifications desired by the Town to receive proposals for the operation of the Palm Beach Par 3 clubhouse restaurant. It is the intent of the Town to select a single proposer to supply the services necessary for successful completion of the proposal as defined herein. Nothing in this RFP is intended to restrict the Town of Palm Beach in any way in the selection of the proposal that best meets the needs of the Town. The Town reserves the right to reject any or all offers and to negotiate changes in proposals or best and final offers.

2-5 OTHER REQUIREMENTS

Vendor shall obtain and maintain all licenses, permits and certificates necessary for food and beverage operations and sales.

The food and beverage areas shall be operated in accordance with all federal, state, and local government laws and regulations, including health department regulations, state liquor board

regulations and within terms and conditions of the alcohol beverage license.

Vendor shall notify the Contract Coordinator in the event of scheduling delays, changes or comments/complaints received from patrons

The Contract Coordinator shall meet with the Contractor to review services rendered by Contractor's employees.

All equipment furnished by the Vendor shall be commercial grade and shall be maintained in good, safe operating conditions. The Vendor shall provide enough equipment and manpower to meet the requirements of the services. Any loss of materials or equipment due to theft, vandalism, etc., shall be the responsibility of the Vendor. Such losses shall be replaced or repaired by the Vendor with no additional charges to the Town of Palm Beach.

If any area of the Vendor's services does not meet the Town's specifications, Vendor will be required to perform the work until specifications are met at no additional cost to the Town of Palm Beach. Failure to comply with this requirement may result in contract termination.

2.6 Pre-Proposal Conference: All interested Proposers are invited to attend a **Pre-Proposal Conference on January 16, 2013 commencing at 2:00 P.M** at the Public Works Facility, located at 951 Okeechobee Road, West Palm Beach, FL 33401. At this time, the Town's representatives will be available to answer questions relative to this Request for Proposal. Any modifications may be presented in writing to, or discussed with the Town's representative(s) as possible amendments to the Request for Proposal

2-7 TOWN CONTRACT COORDINATOR

The Town Contract Coordinator for this project will be Tony Chateauvert, Golf Manager at (561) 547-0598 or tchateauvert@townofpalmbeach.com. After the vendor is selected and the selection process is completed, all communications and correspondence shall be directed to Mr. Chateauvert, with copies of the correspondence to the Purchasing Division at 951 Okeechobee Road, Suite "D", West Palm Beach, FL 33401.

2-8 CONTRACT TERM

The Town anticipates entering into an agreement, for a minimum of five (5) years, with the successful proposer to operate the restaurant at the new Palm Beach Par 3 Golf Course clubhouse with the option to renew annually for up to five (5) additional twelve (12) month periods. The option for renewal will only be exercised upon written mutual agreement and with all original terms, conditions and pricing. Vendor will have sufficient access to the facilities prior to the opening of the restaurant to allow for proper preparations.

As an alternate, please Indicate the minimum number of contract years required in consideration of the rent and gross revenue you propose

2-9 CONTRACT

The selected Proposer(s) will be expected to enter into a formal agreement at the time of Contract award. The selected Proposer(s) will also be expected to submit a scope of services for the purpose of entering into a formal contract. Scope of services and final pricing shall be negotiated and decided prior to award of contract and become part of the contract document at award.

2-10 FINANCIAL SYSTEM, RECORDS AND AUDIT

The Proposer shall operate and maintain a system of accounting that accounts for all monies received at the time of sale and at any time be prepared to submit accurate records of all transactions. The Proposer shall maintain all required financial records in accordance with generally accepted accounting principles.

The proposer shall:

A. Maintain during the term of the contract all books of accounts, reports and records customarily used in this type of operation.

B. On or before the tenth (10) day of the month, furnish to the Contract Coordinator a report of gross revenues earned during the previous month. The report shall be signed by the Proposer, certifying the accuracy of gross revenues, and shall include accounting of all receipts and appropriate backup.

C. Keep and preserve for at least three (3) years a record of any and all earnings, receipts, fees and income whatsoever resulting from the operation of said events and outings, and any activity conducted thereon, in accordance with the generally accepted accounting procedures. The Town or its agents may audit and examine all records relating to the Proposer's operation of the food and beverage services offered to the Town.

The Town, or agents, shall have access to all records, documents and information collected and/or maintained by the Proposer or by others regarding operations at the Par 3 Golf Course. This information shall be made accessible to the Town for purposes of inspection, reproduction, and audit without restriction.

If records are unavailable locally, it shall be the Proposer's responsibility to ensure that all required records are provided to the Town at the Proposer's expense. The Town may consider alternative financial procedures and reports proposed by the Proposer, provided they assure adequate internal control.

The vendor will be responsible for handling all transactions on a daily basis. The Town's percentage share of the gross revenues will accumulate daily and be paid to the Town via check on a monthly basis, no later than the 15th of each month for the preceding month.



**TOWN OF PALM BEACH
RFP NO. 2013-13**

**RESTAURANT OPERATOR:
PALM BEACH PAR 3 GOLF COURSE CLUBHOUSE**

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

Proposer shall submit **one (1) original, eight (8) copies** and **one (1) electronic copy (USB flash drive or CD)** in a clear, concise format, on 8 ½ " x 11" paper, in English. The proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the firm to this agreement.

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

3-2 SUBMISSION OF PROPOSALS

An **original copy** (so marked) and **eight (8) copies** and **one (1) electronic copy (USB flash drive or CD)** to include the following shall be submitted for a proposing firm to be considered:

1. **Title Page**. Title page shall provide the request for proposals' subject, the firm's name, the name, address and telephone number of contact person, and the name, address, principal place of business and telephone number of legal entity with whom the contract is to be written.
2. **Table of Contents**. The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number.
3. **Transmittal Letter**. This letter will summarize in a brief and concise manner that the Proposer understands the work to be performed, the commitment to perform the work within the anticipated time period, a statement why the firm believes itself to be best qualified to

provide the services, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.

4. **Detailed Proposal.** The detailed proposal should follow the order set forth in this Request for Proposal.
5. **Insurance Capability.** Provide a statement from the firm's Insurance Agency confirming total insurance capability of the firm.
6. **Financial Information.** An indication of the resources and the necessary working capital available and how it will relate to the firm's financial stability through the completion of the project shall be included in the RFP response. Include the most recent and 2 prior years reviewed or audited Financial Statements (including notes) with letter from CPA. Show evidence of financial resources and capabilities to complete the work. If selected as a finalist, the Town will order a Dun & Bradstreet report and will request reimbursement from the finalist for the cost of the report.
7. **Fee Proposal.** Schedule of fees (base rent and percentage of gross revenue) to be paid to the Town on a monthly basis for the exclusive rights to operate the restaurant at the new Par 3 Golf Course clubhouse.
8. **Proposers Qualifications.** Executed copy of form.
9. **List of Professional References.** Provide a list of professional references (commercial or government) that the proposer has supplied services as described herein during the past 24 months. The Town may contact these firms in relation to Proposer's qualifications, financial stability, and experience.
10. **Drug Free Certification.** Executed copy of form.
12. **Addendums.** Acknowledgement in appropriate section herein of receipt of each addendum issued by the Town.
13. **Variations/Exceptions.** Provide a list of services which are not included in the firm's proposal to the required services as outlined in the Scope of Services along with any exceptions or variations to any section of the proposal.
14. **Litigation Statement.** A statement that no litigation or regulatory action has been filed against your firm (s) in the last three (3) years shall be included in the proposal. If an action has been filed against your firm(s) within the last three years, state and describe the litigation or regulatory action filed against your firm and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Describe all litigation (include the court and location) of any kind involving proposer or proposer's team members within the last five years.

Proposals must be submitted in a sealed envelope/package clearly marked with the name of the

proposing firm and the following: **“RFP No. 2013-13 – Restaurant Operator: Palm Beach Par 3 Golf Course.”**

3-3 TECHNICAL PROPOSAL

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity and methodology of the firms seeking to provide the services in conformity with the requirements of this Request for Proposal. As such the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an approach that will meet the Request for Proposal requirements.

The technical proposal should address all of the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the Request for Proposal. While additional data may be presented, the following subjects must be included.

Section 1: INTRODUCTION LETTER

An introduction letter introducing the Company including the corporate name (if applicable), address, and telephone number of principal office, number of years in business and size of staff. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the firm. Briefly state that the Proposer understands the work to be done, and make a positive commitment to perform and complete the project.

Section 3: PAST EXPERIENCE

The proposal shall include past performance, including the total number of similar locations successfully operated. Proposals will only be considered from qualified firms.

The following information shall be included regarding the Company's experience in providing exemplary culinary services.

Provide references for which you provided similar services within the past five years of the scope and nature required by this RFP similar to the services sought by Town of Palm Beach. These references must include, as a minimum: name of company, contact person, address, and telephone number. References shall include the general description of the services and contract dates.

Letters of Commendations or Recommendation may be included in this section.

Section 4: OPERATIONAL INFORMATION

Proposers shall submit the following information as described in the sections below:

- A) Proposed staffing levels.
- B) Provide resumes of all persons who will be involved in the business and the actual operations.

-
- C) Provide a listing of the types of equipment and supplies that will be used to provide services, not provided by the Town.
 - D) Provide narrative and details of scope of services to accommodate the ambiance of Palm Beach and the Par 3 Golf Course.
 - E) Sample menus.
 - F) Innovative concepts and recommendations.
 - G) Awards and culinary reviews.

Section 5: FEE DETAIL

Propose a schedule of fees to be paid to the Town on an annual basis, through monthly installments for the exclusive rights to operate the restaurant at the new Par 3 Golf Course Clubhouse.

Complete Proposal Page and attach sample menu with price ranges. Proposal page shall include the following:

Base Monthly Rent – Identify the amount of monthly rent you will pay the Town for use of the restaurant, kitchen equipment, furniture and fixtures, storage areas, and walk-in cooler to provide restaurant services at breakfast, lunch, dinner, and snacks during golfing hours.

Percentage of Gross Revenue – In addition to Base Monthly rent, identify the percentage of gross revenue you will pay the Town for use of the restaurant, kitchen equipment, furniture and fixtures, storage areas, and walk-in cooler to provide restaurant services at breakfast, lunch, dinner, and snacks during golfing hours.



**TOWN OF PALM BEACH
RFP NO. 2013-13**

**RESTAURANT OPERATOR:
PALM BEACH PAR 3 GOLF COURSE CLUBHOUSE**

PART IV

EVALUATION OF PROPOSALS

4-1 EVALUATION AND AWARD

The Town will select proposals deemed most qualified based on the submittal criteria. The Selection Committee will rank those Proposers whose proposals are deemed most qualified.

The Town reserves the right to select the proposal which in the opinion and sole discretion of the Town will be in the best interest of and/or most advantageous to the Town. The Town reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals.

4-2 SELECTION COMMITTEE - A Selection Committee, consisting of Town personnel, will convene, review and discuss all proposals submitted. The Purchasing Agent will chair the committee.

4-3 REVIEW OF PROPOSALS - The Selection Committee will use a point/percentage formula during the review process to score proposals.

4-4 EVALUATION CRITERIA - The criteria and weights as shown herein shall be utilized in the evaluation of the proposals. The Selection Committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the Town, based on the evaluation criteria. It is expected that a contract will be executed between both parties for the services as may be necessary. The evaluation criteria will be based on capabilities and experience of the firm, quality of overall proposal, capability to provide support services, past performance, specialized experience, pricing and level of assistance available to staff.

4-5 INNOVATIVE CONCEPTS AND RECOMMENDATIONS - Any innovative concepts and recommendations for expansion of services or to enhance the quality of services to the Town that the Proposer considers pertinent for consideration should be included in the proposal.

4-6 SELECTION - Vendor selection and award of contract shall be done in accordance with Town policies and procedures. The Selection Committee will evaluate, rank all qualified proposers, prepare a shortlist, and conduct final in-person interviews with finalists. The Town will negotiate a contract with the top ranked proposer, or succeeding ranked firms should negotiations

fail. Award shall be based on all the information submitted by the proposer and a thorough review of all references provided based upon criteria set forth herein.

4-7 ORAL PRESENTATIONS - Upon completion of the evaluation of all written proposals, the Selection Committee shall determine whether to recommend award to the Proposer with the highest score, or to invite those firms in the "Competitive Range" to give an oral in-person presentation. Only those proposers with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. The Evaluation Criteria may be changed for the oral presentations evaluation phase. References and site visits (if necessary) may be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. Additionally, during the oral presentations, the proposers shall include (but not be limited to) their approach to providing the services referenced herein. Finalists will be informed as to the revised criteria prior to their oral presentation.

4-8 FINAL SELECTION - The Selection Committee will submit the recommended award to the highest ranked proposers (with all proposers in ranked order) to the Town Council for final approval. The Town will select the vendor that meets the best interests of the Town. The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The Town's decisions will be final. Upon Council authorization, contract negotiations will be initiated with the first ranked proposer. If those negotiations are unsuccessful, the Town will formally terminate negotiations with the first ranked proposer and will commence contract negotiations with the next ranked proposer, etc. Upon successful contract negotiations with the prevailing vendor, the remaining proposers will be notified that the process has been completed and that they were not selected.



**TOWN OF PALM BEACH
RFP NO. 2013-13**

**RESTAURANT OPERATOR:
PALM BEACH PAR 3 GOLF COURSE CLUBHOUSE**

PROPOSAL PAGE

Propose a schedule of fees to be paid to the Town on a monthly basis for the exclusive rights to operate the restaurant at the new Par 3 Golf Course clubhouse.

Item	Description	Amount
1	Indicate amount of monthly base rent you will pay to the Town on a monthly basis for services identified	\$
2	Indicate percentage of gross revenue you will pay to the Town on a monthly basis for services identified.	%
3	Indicate the minimum number of contract years required in consideration of the rent and gross revenue proposed above.	Years

Attach a sample menu of food and beverage (non-alcoholic and alcoholic) items you are suggesting for the restaurant, with estimated price ranges. Include breakfast, lunch, and dinner items.

Attach a list of additional equipment and supplies you will provide to perform services.

An alternative form of compensation to the Town may be considered, but proposer must indicate a monthly base rent and percentage of gross as their primary method of compensating the Town. Attach details of alternate forms of compensation, if proposed.

Company Name: _____ Authorized Signature: _____

The hereby undersigned representative submits this proposal and certifies that they are an authorized representative of the proposer who may legally bind the proposer:

***SIGNATURE:** _____

Name: _____ **Title:** _____
Printed

Company: _____ **Address:** _____
Legally registered name

City: _____ **State:** _____ **Zip:** _____

Telephone No: _____ **Fax No:** _____

Federal ID #: _____ **Dun Bradstreet #:** _____

****Failure to affix signature may result in disqualification of proposal.***

Name of Vendor Service Representative:

Address: _____

Phone Number: _____ Fax Number: _____

E Mail address: _____

PROPOSERS CHECKLIST

- ***All proposals shall be submitted on the Town provided forms. Failure to do so may cause the proposal to be rejected.***
- ***All blanks on the proposed forms must be completed.***
- ***Supplemental information may be attached to the proposal package.***
- ***Proposers shall return a complete set of all forms as listed as follows.***

Are all proposal pages signed?	Yes	No
Is Proposer's Qualification form completed and submitted?	Yes	No
Is Vendor Service Representative Information submitted?	Yes	No
Are addendums (if any issued) submitted?	Yes	No
Is Drug Free Workplace form submitted?	Yes	No
Is List of Professional References submitted?	Yes	No
Is List of Proposed Subcontractors submitted?	Yes	No
Is Sample Menu submitted?	Yes	No
Is list of Additional Equipment submitted?	Yes	No

Acknowledgement is hereby made of the following Addenda received since issuance of this Request for proposals:

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____



**RFP NO. 2013-13
RESTAURANT OPERATOR:
PALM BEACH PAR 3 GOLF COURSE**

PROPOSERS QUALIFICATIONS

The Vendor, as a result of this proposal, must hold County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location. Each proposer must complete the following information and submit with their proposal in order to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone/Fax: _____

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, state: Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. Name and Title of Principal Officers

Date Elected:

6. The Vendor's length of time in business: _____ years

7. The Vendor's length of time (continuous) in business as a service organization in Florida: _____ years

8. All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Town. Further, all Proposers must disclose the name of any Town employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

Name _____

9. A copy of County and/or Municipal Tax Receipt (Occupational License) in the area of their fixed business location.

Note: Information requested herein and submitted by the proposers will be analyzed by the Town of Palm Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the Proposers, in the sole opinion of the Town of Palm Beach, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms and/or conditions that are in conflict, the most stringent requirement shall apply



**TOWN OF PALM BEACH
RFP NO. 2013-13
RESTAURANT OPERATOR:
PALM BEACH PAR 3 GOLF COURSE
LIST OF CURRENT & PERTINENT PROFESSIONAL REFERENCE**

The following is a list of current and pertinent professional references that the Town can contact in relation to Proposer's qualifications, financial stability, and experience. Failure to furnish this information may be grounds for rejection of the proposal.

1. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only:	Comments:	Reference Verified: Yes ___ No___

2. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only:	Comments:	Reference Verified: Yes ___ No___

3. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only:	Comments:	Reference Verified: Yes ___ No___

4. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only:	Comments:	Reference Verified: Yes ___ No___

5. Name and Address of Firm, City, County, or Agency	Scope of Work:	
	Date(s):	
	Amount:	
	Contact:	
	Telephone No:	
For Town Use Only:	Comments:	Reference Verified: Yes ___ No___

Company Name: _____



TOWN OF PALM BEACH
RFP NO. 2013-13
RESTAURANT OPERATOR:
PALM BEACH PAR 3 GOLF COURSE

DRUG-FREE WORK PLACE CERTIFICATION

Whenever two (2) or more bids/proposals, which are equal with respect to price, quality, and service, are received by the Town of Palm Beach for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or nolo contendere to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by _____ the
(Individual's Name)

_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

Who does hereby certify that said Company/Vendor has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Date

Signature



TOWN OF PALM BEACH
RFP NO. 2013-13
RESTAURANT OPERATOR:
PALM BEACH PAR 3 GOLF COURSE

LIST OF PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates all major subcontractors whom they propose to utilize for the major areas of work for the project. All subcontractors shall be properly licensed, bondable and required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information may be grounds for rejection of the proposal. (If no subcontractors are proposed, state "None" on first line below.)

Name and Address of Subcontractor	Scope of Work	
1.		
2.		
3.		
4.		
5.		

Signature and Date _____

Title/Company _____



**TOWN OF PALM BEACH
RFP NO. 2013-13
RESTAURANT OPERATOR:
PALM BEACH PAR 3 GOLF COURSE**

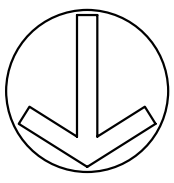
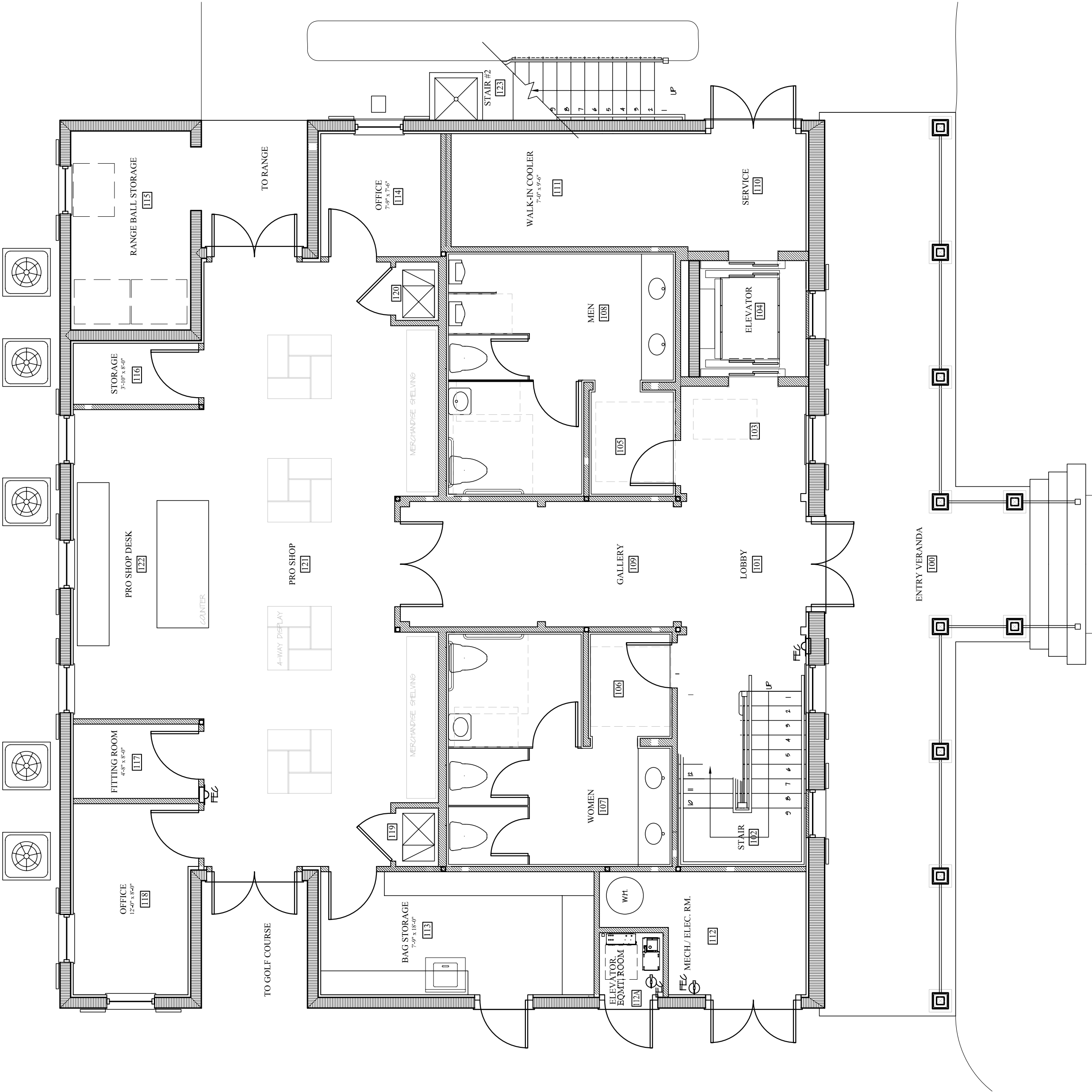
EVALUATION CRITERIA

Criteria	Weight
Qualifications and Experience / Capability of Personnel • Qualifications of the proposer and sub-contractors (if any) relevant to the Scope of Work • Experience of the proposer and sub-contractors/suppliers relevant to the Scope of Work • Current and previous experience with the Town and other governmental agencies or past performance with contracts of comparable scope • Availability of qualified personnel • Resumes, awards, culinary reviews	25%
Understanding of Scope of Work • Understanding of Town needs and scope of services required • Technical soundness of the proposal • Applicability of the services offered • Conveyance of a willingness to work with Town staff	15%
Ability to Meet Town Needs • Meeting the Town's operational requirements • Ability to provide specialty equipment and supplies, if necessary • Provided sample menu for review	15%
Compensation Proposal • Amount of base rent • Percentage of gross revenue • Any other proposed fees to the Town	30%
Other • Overall completeness, clarity and quality of proposal and range of services • Location • Volume of Work • Financial resources and capabilities/financial statement certified by CPA • Evidence of Insurance and/or bonding capacity	15%

EQUIPMENT SCHEDULE

Item No	Qty	Equipment Category	Manufacturer	Model Number	Amps	KW	HP	Volts	Phase	Electrical Plug	Cold Water Size (in)	Cold Water Aff (in)	Hot Water Size (in)	Hot Water Aff (in)	Direct Drain Size (in)	Indr. Drain Size (in)	Gas Size (in)	MBTUH	Equipment Remarks
1	1	Garbage Can	Rubbermaid	Slim Jim															
2	1	Underbar Ice Chest	SupremeMetal	CR-12-30-7											0.5				
3	1	Underbar Liquor Display	SupremeMetal	CRUR-24															
4	1	Cooler, Bottle	True Food Service	TD-36-12	4.6	0.2	115	1	X	12									
5	1	Back Bar Cooler	Perlick	CS325S	2.7	0.17	115	1	X										
6	1	Underbar Blender Station	SupremeMetal	CR-DB-15															
7	1	Underbar Handsink	SupremeMetal	CR-HS-12															
8	1	Glasswasher	Glastender	GT-18	3.5		120	1	X	7.5			0.75	7.5		1.5			
9	1	Hand Sink, Wall Mount	Advance Tabco	7-PS-88															
10	1	Refrigerator, Undercounter, Compact	True Food Service	DWT-48	5.0	0.2	115	1	X	12									
11	1	Refrigerator, Sandwich/Solid Prep	True Food Service	TSSU-60-16	7.8	0.33	115	1	X	12									
12	1	Table, Work, 16 gauge, Back Splash w/Undershelf	Advance Tabco	FMS-304															
14	1	Fryer, Deep Fat, Gas	Imperial Range	IFP-40													0.75	105	
15	1	Range, Restaurant, Gas	Imperial Range	IR-6-G24													0.75	278	
16	1	Dishtable, Straight, 16 gauge	Advance Tabco	DTS-S60-48L							0.5	39	0.5	39	1.5				
17	1	Warewasher, Door Type, Low Temp	CMA Dishmachines	AH	16.0		115	1		60		0.75	60		2				
18	1	Dishtable, Straight, 16 gauge	Advance Tabco	DTC-S60-36R															
19	1	Sink, NSF, 3 comp, 16 gauge	Advance Tabco	93-3-54-18R							0.5	38	0.5	38	1.5				
															1.5				
20	1	Hand Sink, Wall Mount	Advance Tabco	7-PS-80															

EXISTING PATHWAY



FIRST FLOOR

SCALE: 3/16"=1'-0"

THIS PLAN IS FOR LOCATION OF RESTROOMS ONLY

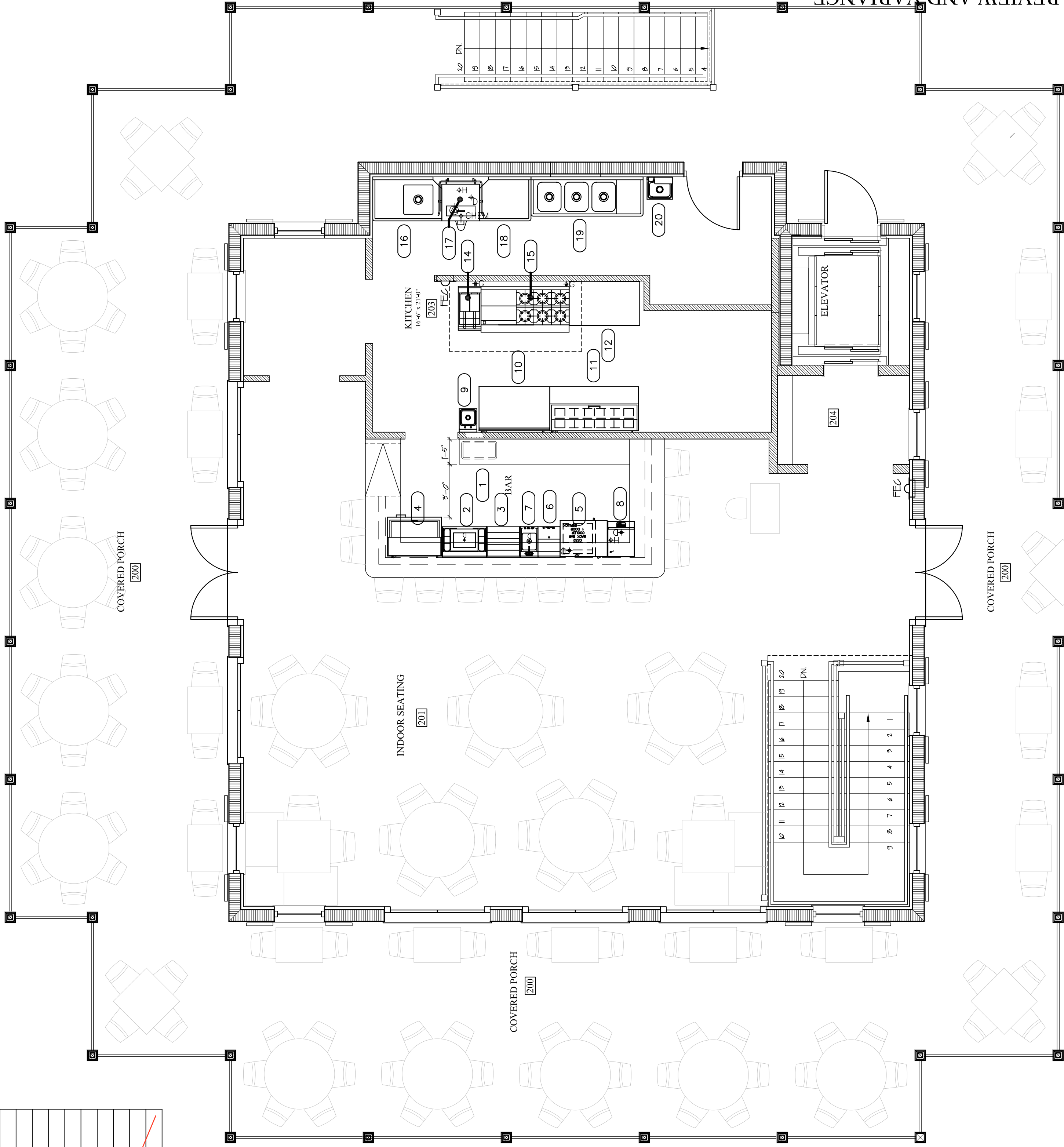
See Attachment B for final list of Town Provided Kitchen Equipment

DUMPSTER

EX. 750 GALLON GREASE TRAP

KEY PLAN

NTS





April 4, 2013

Jay Boodheshwar
Director of Recreation
Town of Palm Beach

RE: RFP 2013-13

Dear Jay,

For the agreement referenced above, please note that the corporate entity has been changed from Pizza al Fresco, LLC to PB Ocean View, Inc. There are no other changes and ownership remains exactly the same.

For purposes of the agreement, it should read:

PB OCEAN VIEW, INC.
87 Via Mizner, Palm Beach FL 33480

Arlene Desiderio
President

Sincerely,



Arlene Desiderio

14 Via Mizner, Palm Beach, FL 33480

561-832-0032 pizzaalfresco.com

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 79-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving an Agreement Between the Town of Palm Beach and Golf Channel Solutions for the Provision of Internet Based Tee Time and Advertising Services for the Palm Beach Par 3 Golf Course; and Authorizing the Town Manager to Execute the Same on Behalf of the Town.

Presenter

Jay Boodheshwar, Director of Recreation and Special Projects

Supporting Documents

- Memorandum Dated May 31, 2013, from Jay Boodheshwar, Director of Recreation and Special Projects
- Resolution No. 79-2013

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Jay Boodheshwar, Director of Recreation and Special Projects

Re: Contract Renewal with Golf Channel Solutions (GolfNow.com) for Internet Based Tee Time Advertising and Sales
Resolution No. 79-2013

Date: May 31, 2013

STAFF RECOMMENDATION

Staff recommends Town Council adopt Resolution No. 79-2013, authorizing the Town Manager to enter into a one (1) year agreement, renewable up to five (5) years in one year increments, with Golf Channel Solutions for internet based tee time and advertising services for the Palm Beach Par 3 Golf Course.

GENERAL INFORMATION

The Par 3 Golf Course has been using the services of Golf Channel Solutions since October 2010, and staff is extremely satisfied with the exposure they have brought to the golf course. Founded in 2001 and owned and operated by the Golf Channel, Inc., Golf Channel Solutions offers nationally recognized internet based tee time and advertising services geared towards maximizing course utilization and exposure. Golf Channel Solutions operates world-wide and is partnered with more than 4,000 golf courses across the US, Canada, Caribbean, and Great Britain, all using its GolfNow.com website as a third party tee-time booking site.

Our current agreement with Golf Channel Solutions provides the golf course a presence on the GolfNow.com website in exchange for one (1) tee time exchange each day. Linkage to the Par 3's primary website is also provided, as well as real time integration with our reservation system for tee times booked through GolfNow.com. Golfers booking on-line receive an email confirmation of their reservation, including tee time information, cancellation policies and any other information we choose to provide.

In October 2010, the Par 3 Golf Course also entered into an agreement with Coursetrends, Inc. for website design/maintenance and email marketing for the golf course in exchange for one (1) tee time exchange each day. We have also been satisfied with these services. However, Golf Channel Solutions is now offering similar services currently provided by Coursetrends, as well as a few additional resources. Staff is recommending we enter into a new agreement with Golf

Channel Solutions for the following services (in exchange for two (2) tee time exchanges each day) and not renew our agreement with Coursetrends.

- GolfNow Booking Engine – golfers will be able to book tees on this popular website in real time for play at the Par 3 Golf Course.
- GolfNow Mail – Golf Channel Solutions will develop a yearlong email marketing campaign and provide templates for blast emails. (New Service)
- Website Development and Hosting – A customized website will be developed, integrating our booking engines, social media, and our event calendar. (New Service)
- Mobile Website Development and Hosting – A mobile device friendly website will also be developed, including free GPS services at the Par 3. (New Service)
- TeeTimes.com – The Par 3 will be included on the TeeTimes.com website for further exposure, which is affiliated with Golf Channel Solutions. (New Service)
- Facebook Booking Engine – A booking engine will be provided on the golf course's Facebook page for convenience to our visitors. (New Service)

Along with the expanded services and resources the golf course will receive from this new agreement, coordination for third party internet marketing services will be easier working with only one vendor.

FUNDING/FISCAL IMPACT

There is no direct budget impact with this agreement, as the services provided by Golf Channel Solutions will be offset with two (2) tee time inventory exchanges each day in lieu of a monetary payment.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

The agreement with Golf Channel Solutions has been reviewed and approved by the Town Attorney. The accompanying resolution is a standard resolution in a form previously approved by the Town Attorney for legal form and sufficiency.

Attachments

cc: Jane Struder, Director of Finance
John C. Randolph, Town Attorney
Lynda Venne, Purchasing Agent
Tony Chateauvert, Golf Manager

RESOLUTION NO. 79-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE TOWN OF PALM BEACH AND GOLF CHANNEL SOLUTIONS FOR THE PROVISION OF INTERNET BASED TEE TIME AND ADVERTISING SERVICES FOR THE PALM BEACH PAR 3 GOLF COURSE; AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME ON BEHALF OF THE TOWN.

* * * * *

Beach Par 3 Golf Course NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

Section 1: An agreement for internet based tee time and advertising services for the Par 3 Golf Course is hereby awarded to Golf Channel Solutions.

Section 2: The Town Manager is hereby authorized to execute an agreement on behalf of the Town of Palm Beach with Golf Channel Solutions for the provision of internet based tee time and advertising services for the Par 3 Golf Course under the terms outlined for the “Trade Time” payment option in the proposal labeled “Exhibit A.”

Section 3: The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate an agreement for the provision of internet based tee time and advertising services for the Palm Beach Par 3 Golf Course.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 11th day of June, 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Town Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 80-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Palm Beach County Interoperable Radio Communications Interlocal Agreement and Authorizing the Mayor to Execute the Same on Behalf of the Town.

Presenter

Kirk Blouin, Director of Public Safety

Supporting Documents

- Memorandum dated May 28, 2013, by Kirk W. Blouin, Director of Public Safety
- Resolution No. 80-2013
- Interlocal Agreement
- MPSCC Interoperability Policy No. III-51

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Kirk W. Blouin, Director of Public Safety

Re: Palm Beach County Interoperability Radio Communications
Interlocal Agreement
Resolution No. 80-2013

Date: May 28, 2013

STAFF RECOMMENDATION

Staff recommends Mayor and Town Council approve Resolution No. 80-2013, authorizing the execution of the Palm Beach County Interoperability Radio Communications Interlocal Agreement. The Town has participated for many years and once fully executed, the renewed agreement will continue in full force and effect for five (5) years.

GENERAL INFORMATION

The attached agreement replaces and terminates Interlocal Agreement (R2003-1697) dated October 2003, as amended by R2008-0757 to address operational changes that have occurred due to the Town's migration to the Municipal Public Safety Communications Consortium (MPSCC) Open Sky Radio System. The specific provisions that have been modified are a change to the title of Section 5, modifications to the language in Section 5.01 and Section 6.03, as well as language terminating the old agreement in Section 9.

Additionally, Section 6.03 mandates that the Town provide the County with its internal procedures with regard to monitoring of common talk groups within 10 days of the execution of the Agreement. The police department's MPSCC Interoperability Policy (G.O. III-61) will be submitted to the County to meet this requirement and is attached for review.

In all other aspects, this agreement is identical to the previous agreement. This new agreement will be effective for five (5) years with three (3) five (5) year renewal options.

TOWN ATTORNEY REVIEW

The resolution and agreement have been reviewed and approved by the Town Attorney for legal form and sufficiency.

KWB/lsg
Attachments

RESOLUTION NO. 80-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PALM BEACH COUNTY INTEROPERABLE RADIO COMMUNICATIONS INTERLOCAL AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME ON BEHALF OF THE TOWN.

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

The Palm Beach County Interoperable Radio Communications Interlocal Agreement attached hereto and incorporated by reference as a part of this Resolution is hereby approved and the Mayor is authorized to execute the same on behalf of the Town.

PASSED AND ADOPTED IN A REGULAR, ADJOURNED SESSION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH THIS 11TH DAY OF JUNE, 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and the Town of Palm Beach, a municipal corporation of the State of Florida ("Town").

WITNESSETH

WHEREAS, the County and the Town are continually identifying more effective service delivery methods which result in overall savings to the taxpayers of the County and the Town; and

WHEREAS, the County has purchased, designed, installed, and operates an 800 MHz Trunked Radio System that supports the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Medical Services, and various Palm Beach County general government agencies; and

WHEREAS, the County and the Town have determined that the ability to provide interoperable communications is critical to the effective and efficient provision of public safety and general government services; and

WHEREAS, it has been determined to be mutually beneficial to both Parties to execute this Agreement which sets forth the parameters under which the Town can access the Common Talk Groups established on the County's Public Safety Radio System to receive the public safety benefit of interoperability; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately;

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

SECTION 1: PURPOSE AND DEFINITIONS

- 1.01 The purpose of this Agreement is to set forth the parameters under which the County will provide access to the Common Talk Groups established on the County System specifically to provide interoperable communications among public safety and general government agencies capable of accessing this feature of the County System. This Agreement also identifies the condition of use and ability of the Town to participate in the operational decisions relating to the use of the Common Talk Groups.

1.02 Definitions

- 1.021 Common Talk Groups: Talk groups established on the County's communications system that are made available to County agencies, municipalities and other non-County agencies for interoperable communications between agencies for the purpose of providing mutual assistance and planning and execution of on-scene operations.
- 1.022 County Talk-Groups: Talk groups established on the County's communication system that are made available to county agencies providing for inter-departmental communications. These talk groups are reserved for particular departments/agencies and only available to outside departments by separate agreements.
- 1.023 Town Equipment: Also known as "agency radios," are Town owned 800 MHz handheld and mobile radios and control stations that have the ability to be programmed and used on the County's Public Safety Radio System.
- 1.024 Radio Alias: The unique name assigned to an operator's radio that displays on the dispatchers console when a radio transmits.
- 1.025 System: The Public Safety Radio System funded, purchased, installed, maintained and owned by the County.
- 1.026 System Administrator: An employee within the County's Electronic Services & Security Division of the Department of Facilities Development & Operations with the title Radio System Administrator who is responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.

SECTION 2: ADMINISTRATION OF THE COUNTY'S PUBLIC SAFETY RADIO SYSTEM AND USAGE PROCEDURES

- 2.01 The Palm Beach County Electronic Services & Security Division's System Administrator will be the Town's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate contact will be made.
- 2.02 The Network Maintenance and Administration Plan dated June 6, 2002, as referenced on Attachment I hereto, identifies the general procedures for the management of the system and procedures for input through the user committees into operating procedure development. The plan establishes the Countywide Radio Steering Committee (CRSSC), which is responsible for overseeing and implementing the policies and procedures for the County's System.

- 2.03 The Town shall follow all policies and standard operating procedures in place at the time of this Agreement as well as those developed in the future and issued to the Town by the System Administrator. The Town agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the County's System.

SECTION 3: COUNTY EQUIPMENT & RESPONSIBILITIES

- 3.01 The County System consists of ten (10) transmit and receive sites with co-located microwave equipment and three (3) microwave only sites that provide network connectivity as well as the SmartZone Controller.
- 3.02 The County System provides seamless Countywide portable and mobile radio coverage for the Common Talk Groups. The radio coverage for the Common Talk Groups is identical to that of other County Talk Groups that reside on the County's System.
- 3.03 The County shall be responsible for the maintenance and operation of the County's System, including all costs associated with permitting and licensing.
- 3.04 The County shall maintain the coverage within the County's geographic boundaries as described in the County's contract with Motorola R98-2006D throughout the term of this Agreement except for times of scheduled preventive maintenance, where it will be required to disable portions of the network for a pre-determined length of time or during times of system failures. The Town shall be notified of scheduled preventive maintenance, pursuant to the policies and procedures referenced on Attachment I hereto.
- 3.05 The County shall be responsible for talk group and fleet mapping management in accordance with the policies and procedures set forth on Attachment I, as may be amended and updated from time to time.

SECTION 4: TOWN EQUIPMENT AND RESPONSIBILITIES

- 4.01 The Town's equipment will be 800 MHz mobile, portable, and control station equipment programmed to be used on the County's System. The equipment used will be compatible with Motorola 800 MHz SmartNet and/or SmartZone communication systems. The Town will be required to keep its equipment in proper operating condition and the Town is responsible for maintenance of its radio equipment.
- 4.02 The Town will only program the Common Talk Groups and the individual unit ID numbers assigned by the System Administrator as part of this Agreement. The Town will **not** program into its radios the County operational talk groups without a letter of authorization or a signed agreement from the County.

- 4.03 The Town shall provide the County with a list of persons/positions, which are authorized to request activating/deactivating existing units or new units. No programming will be undertaken by the Town or its service provider until requested and approved in writing by the System Administrator.
- 4.04 The Town shall receive certain access codes to the County's System to enable the Common Talk Groups to be programmed into their equipment. The access codes are to be treated as confidential information and the Town is responsible to safeguard the code information from release to unauthorized parties. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County will be kept confidential by the Town and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by law or lawful order. All system parameters shall remain the County's property, and may only be reproduced or distributed with the written permission of the County. The Town agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and may be recalled at any time.
- 4.05 Access and programming codes will only be released to: 1) service staff employed by the Town, 2) approved commercial service providers under contract with the Town, 3) County departments (PBSO, Fire Rescue and/or the County's Electronic Services & Security Division, or 4) another Federal agency, State agency and/or Town that has in-house service personnel and an agreement with the County.
- 4.06 The County will approve all commercial service providers upon review of whether the contract terms between the Town and the commercial service provider are adequate to protect the County's System from misuse, harm or release of access and programming codes to unauthorized persons.
- 4.07 The Town will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of access/programming codes and radio use.
- 4.08 The Town is solely responsible for the performance and the operation of the Town equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning Town owned equipment, the County will request that the Town discontinue use of the specific device until the repairs are completed. The County may, in its discretion, disable the equipment from the System after properly notifying the Town in writing if the device is causing interference to the System.
- 4.09 In the case of lost or stolen equipment, the Town will notify the System Administrator by e-mail or fax authorizing the System Administrator to disable the equipment. The authorization shall provide the County issued individual unit ID number and the serial number of the radio. The System Administrator will advise back via e-mail when the radio has been disabled. A request by the Town to re-activate a disabled unit will also be required by e-mail or fax to the System Administrator.

SECTION 5: PROGRAMMING OF COMMON TALK GROUPS

- 5.01 The Town is responsible for adhering to the Common Talk-Group alias' established by the County and its Steering Committees. Any deviations from the standard naming will have to be reviewed and approved by the System Administrator prior to implementation.

SECTION 6: UTILIZATION AND MONITORING OF COMMON TALK GROUPS

- 6.01 The Common Talk Groups were implemented specifically for inter-agency communication among multiple agencies, regardless of their specific discipline or affiliation. They were also created to allow communications between agencies without requiring cross-programming operational talk groups in each agency's radios. Usage of the Common Talk Groups is authorized to coordinate multi-jurisdictional fire/law enforcement/disaster recovery operations such as fires requiring multi-agency responses, police pursuit through multiple jurisdictions and coordination and response to local emergencies and disasters. Other authorized uses include undercover operations, investigations, perimeter communications, fire ground coordination, scene security and landing zone communications requiring participation of multiple agencies and disciplines.

In addition, the Common Talk Groups can be used by any agency experiencing catastrophic failures of their own communication system for a determined amount of time. A request to utilize the Common Talk Groups for this situation requires permission of the System Administrator. Once approved by the System Administrator, the Common Talk Groups can be temporarily utilized until repair of the agency's communication system is complete.

- 6.02 The Common Talk Groups shall not be used for every-day routine communications or as an extra talk group for agencies that have cross programming agreements and duplicated talk groups programmed into their radios. Other prohibited uses include communications for special events and operations, use as an additional dispatch, administrative or a car to car talk group for a single agency.
- 6.03 The Town acknowledges that there is a loss of functionality through the interface between its system and the Countywide system. Within 10 days of the execution of this Agreement, the Town will provide to the County its internal procedures with regard to monitoring of the common talk groups.

SECTION 7: INDEMNIFICATION AND LIABILITY

The County makes no representations about the design or capabilities of the County's System. The Town has decided to enter into this Agreement and use the County's System on the basis of having interoperability with the County and /or other municipalities during times of mutual aid and/or joint operations. The County's

System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the Town, which is providing such service, and not with the other party to this Agreement.

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the Town shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Town's negligence in connection with this Agreement, and the County shall indemnify, defend and hold harmless the Town against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions.

The terms and conditions of this Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the Town waive all other remedies with respect to each other, including, but not limited to, consequential and incidental damages. The County agrees to use its best reasonable efforts to provide the Town with full use of the Common Talk Groups but makes no guarantee as to the continual, uninterrupted use of the radio communication system, or its fitness for the communication needs of the Town.

SECTION 8: OWNERSHIP OF ASSETS

All assets maintained under this Agreement will remain assets of the respective party.

SECTION 9: TERM OF AGREEMENT AND TERMINATION OF PRIOR AGREEMENTS

The Agreement R2003-1697 dated October 21, 2003, as amended by R2008-0757, by and between the Town of Palm Beach and Palm Beach County, is terminated effective immediately upon execution of this Agreement and shall be of no further force and effect. This Agreement is intended to replace and supercede Agreement R2003-1697.

The initial term of this Agreement is for five (5) years and shall commence immediately upon full execution of this Agreement. The Agreement may be renewed for three (3) additional terms of five (5) years each. At least six (6) months prior to the expiration of this Agreement's term, the Town shall provide the County with a request to renew this Agreement. Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.

SECTION 10: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time by written amendment as agreed to by all parties.

SECTION 11: TERMINATION

This Agreement may be terminated by either party, with or without cause upon ten (10) days written notice to the other party. Upon request of termination by the Town, the System Administrator will proceed to disable the Town's radios from the County's System. It will be the responsibility of the Town to reprogram the Town's radios removing the County's System information from the radios. The Town will complete reprogramming the Town's radios within sixty (60) days of the date of termination. Cities with greater than one hundred (100) radios will be given ninety (90) days to re-program its radios.

SECTION 12: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and be delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

With a copy to:

Radio System Administrator
2601 Vista Parkway
West Palm Beach, FL 33411-5610

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the Town:

Town Manager
Town of Palm Beach
PO Box 2029B
Palm Beach, FL 33480

Chief of Police
Town of Palm Beach
345 S. County Road
Palm Beach, FL 33480

SECTION 13: APPLICABLE LAW

This agreement shall be governed by the laws of the State of Florida.

SECTION 14: FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 15: ENTIRE AGREEMENT AND TERMINATION OF PRIOR AGREEMENTS

This Agreement and any Attachments attached hereto and forming a part thereof as if fully set forth herein, constitute all agreements, conditions and understandings between the County and the Town concerning access to the Common Talk Groups. All representations, either oral or written, shall be deemed to be merged into this Agreement, except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the County or Town unless reduced to writing and signed by them.

SECTION 16: DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of the County's or the Town's officers.

SECTION 17: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

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 is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their

behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a 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.

SECTION 18: NO THIRD PARTY BENEFICIARY

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.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

**SHARON R. BOCK
CLERK & COMPTROLLER**

By: _____
Deputy Clerk

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Steven L. Abrams, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS:**

By: _____
Audrey Wolf, Director
Facilities Development & Operation

ATTEST:

TOWN OF PALM BEACH a municipal
corporation of the State of Florida

By: _____
_____, Town Clerk

By: _____
Gail Coniglio, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Town Attorney

Attachment I

PALM BEACH COUNTY
PUBLIC SAFETY RADIO SYSTEM
POLICIES AND PROCEDURES

June 2002

<u>Policy / Procedure Title</u>	<u>Last Revision Date</u>
1. Countywide Use of 800 MHz System (O.P. # I-01)	Oct. 1, 2001
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)	Oct. 1, 2001
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)	Oct. 1, 2001
4. Emergency Medical Communications (O.P. # I-06)	Oct. 1, 2001
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)	Oct. 1, 2001
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)	Oct. 1, 2001
7. Network Maintenance and Administration Plan	June 6, 2002

**PALM BEACH POLICE DEPARTMENT
GENERAL ORDER
OPERATIONAL**

Date of Issue	Effective Date	Cancels/ Amends	Number
6/11/13	06/11/13		III-61

SUBJECT: MPSCC INTEROPERABILITY POLICY

Distribution: All

INDEX AS:

Common Talk Groups
Municipal Public Safety Communications
Consortium
Radio Communications
Talk Groups

REFERENCE MATERIAL:

MPSCC Interoperability Agreement dated June 11, 2013

I. PURPOSE

To establish procedures for interagency radio communications to include MPSCC member agencies and all others which operate in the County.

II. SCOPE

This policy applies to interactions with MPSCC member agencies and all other agencies when utilizing Open Sky or Palm Beach County Common Talk Groups.

III. DEFINITIONS

Primary Agency - The agency requesting assistance.

Secondary Agency - The agency or agencies providing the assistance.

Info Talk Group - Shared "Chat" Talk Group - This does not exist in all MPSCC agencies and may be exclusive to NorthCom member agencies.

ECO/TC - Emergency Communications Officer or Telecommunicator.

IV. PROCEDURE - The following procedures will be in place in order to maintain consistent radio procedures among the MPSCC member agencies.

OpenSky Common Talk Groups will be assigned as needed by NorthCom in order to avoid conflicts. NorthCom's "Info" Talk Group will not be assigned for interagency operations.

A. Pre-planned events:

In the event of a pre-planned need for interoperability, such as DUI checkpoints, traffic saturation patrols, etc., NorthCom will be notified so that an OpenSky Talk Group may be assigned. The intended OpenSky Talk Group will be selected in advance and published to units involved in the event. It is the responsibility of the agency initiating the event to provide an ECO/TC to handle the operation.

B. Unanticipated Events:

NorthCom will follow the below stated procedures during an unanticipated need for inter-operability within the MPSCC agencies:

1. When communicating, the agency name will be used; i.e., Gardens, Jupiter, Juno, Colony, Palm Beach, School Police, etc.
2. The primary agency's main Talk Group will be used to work the incident and the patch will be initiated by the ECO/TC working that Talk Group. Involved units may be switched to an alternate Talk Group when appropriate with approval of the incident commander or on-scene supervisor. Those units involved should not change Talk Groups during the initial stages of an event. Units not actively involved may be moved to another Talk Group at the supervisor's discretion.
3. At the time of the patch, an alert tone will be issued with the statement, "Standby for patch to (agency) re (code) at (location)." A short delay should be allowed in case a supervisor wishes to deny or delay. When a patch is completed the ECO/TC will state, "patch completed." If all or most of the personnel from the secondary agency will be involved, they will be patched to the primary agency's Talk Group, or an OpenSky Common Talk Group can be used.
4. All non-involved units may be switched to an alternate Talk Group to continue normal operations.
5. Once an incident is determined to be a protracted one, the incident may be assigned a new Talk Group and non-involved units will be switched back to their primary Talk Group.

C. COUNTY 800 MHz Trunked System (Common Talk Groups)

When interoperability is needed for agencies outside of the MPSCC radio system, it may be necessary to use the County Common Talk Groups. The County Common Talk Groups are intended for communications when one agency determines the need for assistance from another and they do not share Common Talk Groups. The County Common Talk Groups can be used for an emergency or preplanned events. Palm Beach Police Department personnel will monitor the County Common Call Talk Group (LECall) on a 24 hour basis for calls for assistance or other pertinent activity.

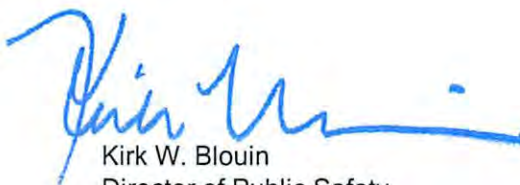
County Common Talk Groups shall be utilized only for local mutual aid communications, official operations, multi-jurisdictional responses, and special events. The system can provide access for mutual aid communications between local, state, and federal agencies. All requests for use of County Common Talk Groups will be routed through the Palm Beach County Sheriff's Office (PBSO) or Palm Beach County Fire Rescue (PBCFR) who will assign an available County Common Talk Group.

In the event that the Palm Beach Police Department needs to utilize a County Common Talk Group to communicate with another agency, Communications will contact PBSO or PBCFR for an available County Common Talk Group, either via telephone or the LECall/FireCall County Common Talk Group. As the requesting agency, the Palm Beach Police Department is responsible for operation of the County Common Talk Group, including but not limited to, monitoring all unit locations, responding to requests for service and other radio traffic involved in the incident or event.

If the Palm Beach Police Department is called to assist another agencies and a patch is required, it will be authorized by a patrol supervisor. It is the patrol supervisor's choice to have the entire OpeySky Talk Group patched to a County Common Talk Group by Communications or to have individual involved officers switch to the assigned County Common Talk Group. If the event is a priority call, a Palm Beach Police Department Telecommunicator will be assigned to the Common Talk Group in use to provide backup, only as it relates to our officers. The Palm Beach Police Department can take over control of the Common Talk Group if needed with approval by the initiating agency.

D. Emergency Button Activation

When an emergency button is activated on an Opensky Talk Group , all Opensky system consoles will receive the emergency button alert. The emergency button alert will be silenced, but not reset in order to maintain the radios elevated priority status. The agency in control of the incident shall acknowledge the emergency button alert and notify the Incident Commander. If an emergency button alert is initiated by a Palm Beach Police Department unit during a support incident and the officer initiating the emergency button alert doesn't instantly request to clear the emergency button alert, a Palm Beach Police Department Telecommunicator will immediately provide the officers name and ID and last known location over the air so immediate assistance can be provided. The primary agency will obtain information needed to identify that officer, i.e. name, ID, etc., and will attempt contact with the officer via usual escalation methods, i.e. MDT, phone, etc. If the officer's safety is not able to be verified, the appropriate shift supervisor, if not involved in the incident, will be notified. An emergency button alert shall only be reset by request from the initiating officer or on-scene supervisor of the respective agency.



Kirk W. Blouin
Director of Public Safety

**PALM BEACH POLICE DEPARTMENT
GENERAL ORDER
OPERATIONAL**

**Date of
Issue
6/11/13**

**Effective
Date
06/11/13**

**Cancels/
Amends**

**Number
III-61**

SUBJECT: MPSCC INTEROPERABILITY POLICY

Distribution: All

INDEX AS:

Common Talk Groups
Municipal Public Safety Communications
Consortium
Radio Communications
Talk Groups

REFERENCE MATERIAL:

MPSCC Interoperability Agreement dated June 11, 2013

I. PURPOSE

To establish procedures for interagency radio communications to include MPSCC member agencies and all others which operate in the County.

II. SCOPE

This policy applies to interactions with MPSCC member agencies and all other agencies when utilizing Open Sky or Palm Beach County Common Talk Groups.

III. DEFINITIONS

Primary Agency - The agency requesting assistance.

Secondary Agency - The agency or agencies providing the assistance.

Info Talk Group - Shared "Chat" Talk Group - This does not exist in all MPSCC agencies and may be exclusive to NorthCom member agencies.

ECO/TC - Emergency Communications Officer or Telecommunicator.

IV. PROCEDURE - The following procedures will be in place in order to maintain consistent radio procedures among the MPSCC member agencies.

OpenSky Common Talk Groups will be assigned as needed by NorthCom in order to avoid conflicts. NorthCom's "Info" Talk Group will not be assigned for interagency operations.

A. Pre-planned events:

In the event of a pre-planned need for interoperability, such as DUI checkpoints, traffic saturation patrols, etc., NorthCom will be notified so that an OpenSky Talk Group may be assigned. The intended OpenSky Talk Group will be selected in advance and published to units involved in the event. It is the responsibility of the agency initiating the event to provide an ECO/TC to handle the operation.

B. Unanticipated Events:

NorthCom will follow the below stated procedures during an unanticipated need for inter-operability within the MPSCC agencies:

1. When communicating, the agency name will be used; i.e., Gardens, Jupiter, Juno, Colony, Palm Beach, School Police, etc.
2. The primary agency's main Talk Group will be used to work the incident and the patch will be initiated by the ECO/TC working that Talk Group. Involved units may be switched to an alternate Talk Group when appropriate with approval of the incident commander or on-scene supervisor. Those units involved should not change Talk Groups during the initial stages of an event. Units not actively involved may be moved to another Talk Group at the supervisor's discretion.
3. At the time of the patch, an alert tone will be issued with the statement, "Standby for patch to (agency) re (code) at (location)." A short delay should be allowed in case a supervisor wishes to deny or delay. When a patch is completed the ECO/TC will state, "patch completed." If all or most of the personnel from the secondary agency will be involved, they will be patched to the primary agency's Talk Group, or an OpenSky Common Talk Group can be used.
4. All non-involved units may be switched to an alternate Talk Group to continue normal operations.
5. Once an incident is determined to be a protracted one, the incident may be assigned a new Talk Group and non-involved units will be switched back to their primary Talk Group.

C. COUNTY 800 MHz Trunked System (Common Talk Groups)

When interoperability is needed for agencies outside of the MPSCC radio system, it may be necessary to use the County Common Talk Groups. The County Common Talk Groups are intended for communications when one agency determines the need for assistance from another and they do not share Common Talk Groups. The County Common Talk Groups can be used for an emergency or preplanned events. Palm Beach Police Department personnel will monitor the County Common Call Talk Group (LECall) on a 24 hour basis for calls for assistance or other pertinent activity.

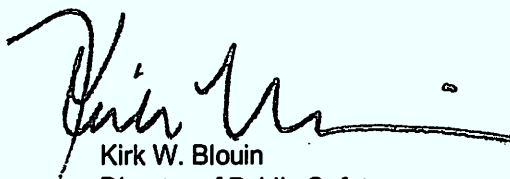
County Common Talk Groups shall be utilized only for local mutual aid communications, official operations, multi-jurisdictional responses, and special events. The system can provide access for mutual aid communications between local, state, and federal agencies. All requests for use of County Common Talk Groups will be routed through the Palm Beach County Sheriff's Office (PBSO) or Palm Beach County Fire Rescue (PBCFR) who will assign an available County Common Talk Group.

In the event that the Palm Beach Police Department needs to utilize a County Common Talk Group to communicate with another agency, Communications will contact PBSO or PBCFR for an available County Common Talk Group, either via telephone or the LECall/FireCall County Common Talk Group. As the requesting agency, the Palm Beach Police Department is responsible for operation of the County Common Talk Group, including but not limited to, monitoring all unit locations, responding to requests for service and other radio traffic involved in the incident or event.

If the Palm Beach Police Department is called to assist another agencies and a patch is required, it will be authorized by a patrol supervisor. It is the patrol supervisor's choice to have the entire OpeySky Talk Group patched to a County Common Talk Group by Communications or to have individual involved officers switch to the assigned County Common Talk Group. If the event is a priority call, a Palm Beach Police Department Telecommunicator will be assigned to the Common Talk Group in use to provide backup, only as it relates to our officers. The Palm Beach Police Department can take over control of the Common Talk Group if needed with approval by the initiating agency.

D. Emergency Button Activation

When an emergency button is activated on an Opensky Talk Group , all Opensky system consoles will receive the emergency button alert. The emergency button alert will be silenced, but not reset in order to maintain the radios elevated priority status. The agency in control of the incident shall acknowledge the emergency button alert and notify the Incident Commander. If an emergency button alert is initiated by a Palm Beach Police Department unit during a support incident and the officer initiating the emergency button alert doesn't instantly request to clear the emergency button alert, a Palm Beach Police Department Telecommunicator will immediately provide the officers name and ID and last known location over the air so immediate assistance can be provided. The primary agency will obtain information needed to identify that officer, i.e. name, ID, etc., and will attempt contact with the officer via usual escalation methods, i.e. MDT, phone, etc. If the officer's safety is not able to be verified, the appropriate shift supervisor, if not involved in the incident, will be notified. An emergency button alert shall only be reset by request from the initiating officer or on-scene supervisor of the respective agency.



Kirk W. Blouin
Director of Public Safety

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 81-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Award of RFP No. 2013-15 In-Car Video System to WatchGuard in the Amount of \$123,879 with a Contingency Budget of \$12,388 and Authorizing the Town Manager to Approve a Purchase Order for the Installation and Maintenance of the In-Car Video Recording System Pursuant to the Proposal Submitted by Vendor.

Presenter

Kirk Blouin, Director of Public Safety

Supporting Documents

- Memorandum dated May 29, 2013, from Kirk W. Blouin, Director of Public Safety
- Resolution No. 81-2013
- Cost Breakdown - Exhibit A

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Kirk Blouin, Public Safety Director

Re: Award of RFP No. 2013-15 to WatchGuard Video for the Installation and Maintenance of the Police Vehicle In-Car Video System
Resolution No. 81-2013

Date: May 29, 2013

STAFF RECOMMENDATION

- Staff requests approval of RFP No 2013-15 to WatchGuard Video, as recommended by the Selection Committee, for the installation and maintenance of the police vehicle in-car video system.
- Staff requests approval to issue a purchase order to WatchGuard Video based on attached quote.
- Staff recommends the approval of allocation from the Town's Equipment Replacement Program to the FY2013 Equipment Replacement Fund in the amount of \$33,879 and a contingency budget of \$12,388.

GENERAL INFORMATION

The Palm Beach Police Department currently has 14 marked patrol vehicles in its fleet. Police in-car videos have proven to be a valuable tool for reducing liability for the Town; documenting officer encounters; and recording evidence of crimes. They are a critical component to police operations and play a vital role in criminal investigations.

As part of the FY 2013 Approved Budget, Council approved funding for the replacement of the current police vehicle in-car video system made by Digital Safety Supply, purchased in 2005. The current system was fully depreciated in 2010. The system has been retained past its life cycle and is experiencing frequent hardware failures of the camera's digital video recorder (hard drive); is not able to properly download recorded video; has antiquated system components; and system updates cannot be installed on Town Computers due to software compatibility issues.

In February of this year, the Town received three proposals from RFP No. 2013-15, which were carefully reviewed by the Selection Committee. WatchGuard Video received the highest ratings based on several factors.

One of the most prevalent factors was that WatchGuard Video's system has the ability to record in high definition. WatchGuard Video is recognized as the industry leader in advancing high definition recordings and providing the best quality of video evidence available to law enforcement. WatchGuard Video also offers the most advance patent pending HiFi wireless microphones with near CD audio quality; 1-2 mile range; and extraordinary battery life of one week on a single charge.

The Selection Committee conducted an interview and observed a demonstration of the product, it was recommended by the Selection Committee to select the system offered by WatchGuard Video.

FUNDING/FISCAL IMPACT

The attached quote for RFP No. 2013-15 for the installation and maintenance of the video system totals \$123,879. During the FY 2013 budget process, \$90,000 was allocated for the purpose of replacing/upgrading the current in-car video system based on quotes received at that time.

The quote received by the recommended vendor, WatchGuard Video is \$33,879 over the FY13 Approved Equipment Replacement Fund budget for this item. Therefore, it is requested that the remaining accumulated depreciation (\$10,000) for this asset and the remaining \$23,879 needed to fund this replacement be allocated from the Town's Equipment Replacement Program contingency fund.

PURCHASING REVIEW

RFP No. 2013-15 - Digital In-Car Video System was issued by the Town's Purchasing Division on February 10, 2013. The proposals were accepted until March 13, 2013. A Selection Committee was established and after the evaluation of submitted bids by vendors, the Selection Committee recommended to award RFP No. 2013-15 to WatchGuard Video.

TOWN ATTORNEY REVIEW

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

Attachments

RESOLUTION NO. 81-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AWARD OF RFP NO. 2013-15 IN-CAR VIDEO SYSTEM TO WATCH GUARD IN THE AMOUNT OF \$123,879 WITH A CONTINGENCY BUDGET OF \$12,388 AND AUTHORIZING THE TOWN MANAGER TO APPROVE A PURCHASE ORDER FOR THE INSTALLATION AND MAINTENANCE OF THE IN-CAR VIDEO RECORDING SYSTEM PURSUANT TO THE PROPOSAL SUBMITTED BY VENDOR.

WHEREAS, staff recommends approval of award of RFP No. 2013-15 to WatchGuard Video 415 Century Parkway, Allen, Texas 75013 for the installation and maintenance of the police vehicle in-car video system in the amount of \$123,879 with a contingency budget of \$12,388 and authorizing the Town Manager to approve a purchase order to WatchGuard Video per vendor quote (Exhibit A).

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

Section 1. That the award for the installation and maintenance of the police vehicle in-car video system according to RFP No. 2013-15 and Proposal submitted by WatchGuard Video in the amount of \$123,879 with a contingency budget of \$12,388 is hereby approved and the Town Manager is authorized to approve a purchase order to WatchGuard Video per vendor quote (Exhibit B) and take other actions necessary to implement this project.

Section 2. A copy of vendor quote (Exhibit A) is attached hereto and is hereby incorporated within this Resolution and made a part hereof.

Section 3. 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 11TH DAY OF JUNE, 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

Watch Guard

SOLUTION COST BREAKDOWN

REQUIRED ITEMS

These items were specified in the request for bids and/or are required for system operation.

Item #	Description	Qty.	Unit Price	Extended Price
IN-CAR HARDWARE				
1	4RE HIGH DEFINITION IN-CAR VIDEO SYSTEM <i>Includes:</i> HD Front Zoom Camera Separate Back Seat Camera Integrated GPS Crash detection DVR with integrated 64GB solid state drive 16GB USB drive 4.3" touch screen remote display control panel Cabin microphone Hi-Fi Wireless microphone kit All mounting hardware and cabling and accessories needed for installation 1-Year warranty on ALL in-car components (See Warranty and Maintenance section) Shipping and Handling	14	\$4,736.00	\$66,304.00
2	4RE IN-CAR 802.11n WIRELESS KIT, 5GHz <i>Includes: Radio, Antenna, PoE, 2-10' Ethernet Cables)</i>	14	\$200.00	\$2,800.00
3	DUAL MICROPHONE UPGRADE	14	\$785.00	\$10,990.00
In-Car Hardware Total				\$80,094.00
MOTORCYCLE SYSTEMS				
4	MOTORCYCLE SYSTEM <i>CopVu Wearable Cameras</i>	8	\$825.00	\$6,600.00
Motorcycle System Total				\$6,600.00
INTERVIEW ROOMS				
	See Option 1 below			
Interview Room Total				\$0.00
BACK OFFICE SOFTWARE AND HARDWARE				
6	4RE SERVER SOFTWARE, EL3 <i>Includes: 1 Client and 1 year of Software Protection.</i>	1	\$2,330.00	\$2,330.00
7	4RE CLIENT SOFTWARE, EL 3, ADDITIONAL COPIES	9	\$75.00	\$675.00
8	SOFTWARE CAL, SQL SERVER 2008 R2, 1CAL	4	\$90.00	\$360.00
9	SOFTWARE CAL, SQL SERVER 2008 R2, 5CALs	1	\$410.00	\$410.00
10	4RE SERVER, 1-10 CONCURRENT CARS <i>(w/Win Server and SQL Server 1 CAL)</i>	1	\$6,615.00	\$6,615.00
11	VIDEO STORAGE HARD DRIVE, 3TB	6	\$550.00	\$3,300.00
12	WIFI ACCESS POINT, 802.11n, 5GHz, SECTOR <i>Includes PoE</i>	1	\$250.00	\$250.00
13	DVD ROBOT <i>Primera Bravo 4101</i>	1	\$2,995.00	\$2,995.00

Back Office Software and Hardware Total	\$16,935.00
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EXTENDED WARRANTIES AND MAINTENANCE				
14	WARRANTY, 4RE, IN-CAR, 2ND YEAR (MONTHS 13-24)	14	\$100.00	\$1,400.00
15	WARRANTY, 4RE, IN-CAR, 3RD YEAR (MONTHS 25-36)	14	\$200.00	\$2,800.00
Extended Warranties and Maintenance Total				\$4,200.00
IMPLEMENTATION SERVICES				
16	4RE SYSTEM INSTALLATION, IN-CAR (PER UNIT)	14	\$325.00	\$4,550.00
17	4RE ACCESS POINT INSTALLATION <i>Work may be performed by the agency or an agency subcontractor. If WatchGuard Video does not perform this service, this cost can be removed.)</i>	1	\$1,000.00	\$1,000.00
18	INTERVIEW ROOM SYSTEM INSTALLATION	2	\$1,250.00	\$2,500.00
19	SYSTEM CONFIGURATION <i>Includes: Configuration services per location WG Technical Services on-site installing and configuring Evidence Library, Remote Client, and SQL database Programming all access points and available DVR units End-to-end system testing Training for: in-car hardware end users, back office software users, and system administrators</i>	1	\$2,500.00	\$2,500.00
Implementation Services Total				\$10,550.00
4RE SOLUTION TOTAL				\$118,379.00

OPTIONAL ITEM

Below is the price of WatchGuard Video's recommended interview room solution. If chosen, this line item would replace Item 5 above, and the Solution Total would be reduced accordingly.

OPTIONAL RECOMMENDED INTERVIEW ROOM SOLUTION				
Item #	Description	Qty.	Unit Price	Extended Price
1	INTERVIEW ROOM SOLUTION <i>For Includes equipment for two rooms: Video Surveillance, Video Recording, Cameras & Optics, Live audio monitoring and recording, Remote Monitoring; Interior Security: H.264 Hi-Res. Color Day/WDR Sony 720 TVL Dome Camera, Hi-Def. Snake Audio Package; Services: Design and value engineering, Installation, System testing, Training, and Technical Support</i>	1	\$5,500.00	\$5,500.00
Interview Room Total				\$5,500.00

4RE IN-CAR HARDWARE WARRANTIES AND SOFTWARE MAINTENANCE

- **Hardware Warranty** includes **ALL** components in the vehicle, including cameras, DVR, wireless microphone, control panel, and wireless equipment. Warranty coverage begins upon installation.

- **Software Protection** includes **ALL** software related support, including all firmware and software upgrades released by WatchGuard. We release major upgrades approximately every 9 to 12 months.

Year #	Hardware Warranty	Software Protection
Year 1	Included	Included
Year 2	Included	\$95
Year 3	Included	\$95
Year 4	\$264	\$95
Year 5	\$264	\$95

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 82-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Issuance of Purchase Order 131219 to Johnson Controls, Inc. in the Amount of \$29,433, Retroactively, for the Emergency Replacement of Cameras and Associated Mounting Hardware.

Presenter

Kirk Blouin, Director of Public Safety

Supporting Documents

- Memorandum Dated May 28, 2013, from Kirk W. Blouin, Director of Public Safety
- Resolution No. 82-2013
- Johnson Controls PO131219 - Exhibit A

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Kirk W. Blouin, Director of Public Safety

Re: Approval of Purchase Order 131219 Retroactively
Resolution No. 82-2013

Date: May 28, 2013

STAFF RECOMMENDATION

Staff requests the Mayor and Town Council retroactively approve the issuance of Purchase Order 131219 in the amount of \$29,433 to Johnson Controls, Inc. for the emergency replacement of cameras and associated mounting hardware at the Lake Worth Bridge as allowed by Section 7 of the Town's Purchasing Policy and Procedures.

GENERAL INFORMATION

The police department is in the final stages of completing the Townwide Security Surveillance project which includes License Plate Readers (LPR) at various locations. This project was awarded to Johnson Controls, Inc. On February 15, 2013 a dump truck owned by a Lake Worth trucking company hit the center span signal arm on the Lake Worth Bridge destroying the LPRs which had just been put into service less than two weeks earlier. A Risk Management report was completed (Claim #2013-00041) and the Town has been reimbursed the full replacement cost (\$29,433) from the trucking companies' insurance carrier.

After issuance of a purchase order, it takes 4-6 weeks for the cameras to be received and installed by Johnson Controls. This equipment has already proven critical in the identification and apprehension of suspects and further delay did not seem prudent, so the Town Manager authorized issuance of the required purchase order to expedite the installation of the replacement equipment. This item is on the June 11 Town Council agenda to obtain the Town Council's after-the-fact approval of this action, since the total purchase price (\$29,433) exceeds the Town Manager's purchasing authority of \$25,000.

FUNDING/FISCAL IMPACT

There is no funding impact as the Town has received payment for the full cost of the replacement of the cameras and associated mounting hardware (\$29,433) from the trucking companies' insurance carrier.

Approval of Purchase Order 131219 Retroactively
Resolution No. 82-2013
May 28, 2013
Page 2

PURCHASING REVIEW

The Purchasing Division reviewed the quote submitted by Johnson Controls, Inc. and issued the purchase order following emergency purchase procedures (Section 7 of the Purchasing Policy and Procedures Manual).

TOWN ATTORNEY REVIEW

This resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

KWB/lsg
Attachments

RESOLUTION NO. 82-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE ISSUANCE OF PURCHASE ORDER 131219 TO JOHNSON CONTROLS, INC. IN THE AMOUNT OF \$29,433, RETROACTIVELY, FOR THE EMERGENCY REPLACEMENT OF CAMERAS AND ASSOCIATED MOUNTING HARDWARE.

WHEREAS, staff recommends the retroactive approval of Purchase Order 131219 issued to Johnson Controls, Inc. 15901 SW 29th Street, Suite 801, Miramar, Florida 33027 in the amount of \$29,433 for the emergency replacement of cameras and associated mounting hardware that was damaged on the Lake Worth Bridge (Risk Management Claim #2013-000041) and was part of Town-wide Surveillance and Security camera system.

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

Section 1. The Town Council authorizes, retroactively, the issuance of Purchase Order 131219 to Johnson Controls, Inc. in the amount of \$29, 433 for the emergency replacement of cameras and associated mounting hardware on Lake Worth Bridge.

Section 2. A copy of Purchase Order 131219 (Exhibit A) is attached hereto and is hereby incorporated within this Resolution and made a part hereof.

Section 3. 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 11TH DAY OF JUNE, 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member



PURCHASE ORDER
TOWN OF PALM BEACH
951 OLD OKEECHOBEE RD. STE D
WEST PALM BEACH, FL 33401
(561) 838-5406 Fax:(561) 835-4688

Exhibit A

Page 1 / 1

3

DATE
5/24/2013

PO NUMBER
131219

FOB Point:
Ship Via:
Terms: Net 30 Days
Req. Del. Date:
Contract No:

SHIP TO: POLICE ADMINISTRATION
345 S COUNTY RD
PALM BEACH, FL 33480

VENDOR: 005738
JOHNSON CONTROLS INC.
5757 N. GREENBAY AVENUE
MILWAUKEE, WI 53209

Attn: GORMAN, LISA
Req. No: 0012441
Dept: RISK MANAGEMENT
Confirming? No
Vendor Contact: CHRISTINA WARD
Vendor Phone: (954) 538-7982 Vendor Fax: (954) 538-7914

Line	Qty	Unit	Description	Unit Price	Ext. Price
1	1.00		Furnish and install two replacement	29,433.00000	29,433.00
2			ALPR cameras and associated mounting		
3			hardware located at the Lake Worth		
4			Bridge per quote #7872-032913-01 by		
5			Robert J. Marchessault dated		
6			3/23/2013(attached) and Risk Management		
7			Claim #2013-000041		



SUBTOTAL	29,433.00
TAX	0.00
FREIGHT	0.00
TOTAL	29,433.00

Account Number	Amount	Account Number	Amount
E 501.10.590.519.30.45.04	29,433.00		

204

DEPARTMENT COPY

Authorized Signature

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 83-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Two Year Renewal Agreement to Nowlen, Holt & Miner, P.A., for RFP No. 2010-15, in the Amount of \$93,000 for the Fiscal Year 2013 Audit and \$96,000 for the Fiscal Year 2014 Audit, with a \$5,000 Contingency Each Year, and Authorizing the Town Manager to Take Further Action Necessary to Effectuate the Contract.

Presenter

Jane Struder, Director of Finance

Supporting Documents

- Memorandum Dated May 31, 2013, From Jane Struder, Finance Director
- Resolution No. 83-2013

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Jane Struder, Finance Director

Re: Authorization to Extend Agreement for Audit Services
Resolution No. 83-2013

Date: May 31, 2013

STAFF RECOMMENDATION

Staff recommends that the Town Council approve Resolution No. 83-2013, authorizing the Town Manager to enter into a two year renewal agreement with Nowlen, Holt and Miner, P.A. for audit services in the amount of \$93,000 for the fiscal year 2013 audit and \$96,000 for the fiscal year 2014 audit with a \$5,000 contingency for each year.

GENERAL INFORMATION

On July 13, 2010, the Town Council approved Resolution No. 78-10, awarding RFP No. 2010-15 to Nowlen Holt and Miner, P.A. for the annual audit services for the Town's financial statements. The original terms of the agreement were for three years with one two year extension.

TOWN ATTORNEY REVIEW

The Town Attorney has reviewed and approved Resolution No. 83-2013 for legal form and sufficiency.

PURCHASING REVIEW

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

FUNDING/FISCAL IMPACT

The original proposal for audit services from Nowlen, Holt and Miner P.A. included the following costs for services for FY2103 and FY2014:

	Financial Statement Audit	Single Audit (If Required)	Total
September 30, 2013	\$86,500	\$6,500	\$93,000
September 30, 2014	\$89,500	\$6,500	\$96,000

The audit fee charged by Nowlen Holt and Miner P.A. for the September 30, 2012, audit was \$83,600 for the financial statement audit and \$10,200 for the General Employee Retirement Audit. (a Single Audit was not required) A contingency amount of \$5,000 is requested in case additional work is required

throughout the year.

The Retirement Board recently issued an RFP for audit services and has chosen Marcum LLP to provide audit services for the Pension Fund financial statements.

jls

cc: Ron Bennett, Nowlen, Holt, and Miner P.A.

RESOLUTION NO. 83-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED A TWO YEAR RENEWAL AGREEMENT TO NOWLEN, HOLT & MINER, P.A., FOR RFP NO. 2010-15, IN THE AMOUNT OF \$93,000 FOR THE FISCAL YEAR 2013 AUDIT AND \$96,000 FOR THE FISCAL YEAR 2014 AUDIT, WITH A \$5,000 CONTINGENCY EACH YEAR, AND AUTHORIZING THE TOWN MANAGER TO TAKE FURTHER ACTION NECESSARY TO EFFECTUATE THE CONTRACT.

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

Section 1: Renewal of the Town of Palm Beach RFP No. 2010-15 for the provision of audit services is hereby awarded to Nowlen, Holt & Miner, P.A in the amount of \$93,000 for the fiscal year 2013 audit and \$96,000 for the fiscal year 2014 audit, with a \$5,000 contingency for each year.

Section 2: The Town Manager is hereby authorized to execute an agreement on behalf of the Town of Palm Beach for the provision of audit services with Nowlen, Holt, and Miner, P.A.

Section 3: The Town Manager, or his designee, is hereby authorized and directed to take such further legal actions as may be necessary to effectuate the provision or audit services to the Town of Palm Beach.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 11th day of June 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Town Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan Owens, MMC Town Clerk

Michael J. Pucillo, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 84-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2013-32 and Construction Contract to Murray Logan Construction, Inc., for the Ejector Station Upgrades, in the Amount of \$4,168,000, and Establishing a Construction Phase Budget of \$4,300,000.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated May 23, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 84-2013
- Bid Tabs

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

TO: Mayor and Town Council

VIA: Peter B. Elwell, Town Manager

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

RE: Award of Bid No. 2013-32 and Construction Contract for Ejector Station Upgrades
Accelerated Capital Improvement Program
Resolution No. 84-2013

DATE: May 23, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 84-2013, awarding Bid No. 2013-32 and construction contract to Murray Logan Construction, Inc., for the Ejector Station Upgrades in the amount of \$4,168,000, and establishing a construction phase budget of \$4,300,000.

GENERAL INFORMATION

The 2013 Accelerated Capital Improvement Program (ACIP) included four (4) pump station projects. In an effort to keep the costs low and manage the projects more efficiently, the individual projects were bid together to be completed by one contractor.

At the February 12, 2013 Town Council Meeting, the Council rejected the single bid for a bundled package of pump station improvement projects and approved a design and bid phase budget to have consultants administer revisions necessary to rebid the projects individually.

The Ejector Station Upgrades Project (1 of the 4 previously bundled projects), was rebid as its own project and the work was allowed over two construction seasons with all work to be completed by the end of October 2014. This project provides new pump stations or upgrades to 21 existing pump stations from Island Road south to Ibis Way. The work includes replacing the existing force mains and air lines for a majority of these stations. The bid items were developed to receive prices for the pipe work by open cut and by directional drilling for the Town to decide which method was in the best interest of the Town.

Public Works solicited bids for the Ejector Station Upgrades project. Bids were received by the Town's Purchasing Department from three (3) contractors on May 28, 2013. Staff recommends that Town Council award the bid based upon the directional drilling alternative, as it will be the least disruptive to the residents over the life of the contract as well as the lowest cost alternative.

Additionally, staff requests a waiver of the Town's Code of Ordinances (Section 42-199) to allow nighttime work to minimize impacts to the Town residents.

SPECIAL CONSIDERATION

Staff is requesting a waiver of the Town's Code of Ordinance Section 42-199 to allow extended construction work hours. Nighttime work is being requested on the condition that it is coordinated and approved by Public Works and the Town Manager. The Contractor may request to work at night to complete certain tasks, such as force main tie-ins due to lower flows in the force main in the evening. Nighttime work may also include utility cuts within the roadway where impacts to the public could be significant if the work is done during the daylight hours.

FUNDING/FISCAL IMPACT

Funding for this project is fully contained within the Town's Accelerated Capital Improvement Program.

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
William K. Francis, P.E., Town Engineer
Charles R. Langley, P.E., Senior Project Engineer
Doug Terry, Water Resources Division Manager
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 84-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 2013-32 AND CONSTRUCTION CONTRACT TO MURRAY LOGAN CONSTRUCTION, INC., FOR THE EJECTOR STATION UPGRADES, IN THE AMOUNT OF \$4,168,000, AND ESTABLISHING A CONSTRUCTION PHASE BUDGET OF \$4,300,000.

* * * * *

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. 2013-32 and construction contract to Murray Logan Construction, Inc., in the amount of \$4,168,000 for the Ejector Station Upgrades Project, and establishes a construction phase budget of \$4,300,000.

Section 2. The Town Manager is hereby authorized and directed 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 and directed 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 11th day of June 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member



TOWN OF PALM BEACH

Bid No. 2013-32

Ejector Station Upgrades

TABULATION

		Vendor:		Murray Logan Construction, Inc.		TLC Diversified		Wharton-Smith, Inc.	
		Address:		313 65th Trail N.		2719 17th Street East		750 Monroe Road	
		Telephone:		West Palm Beach, FL 33413		Palmetto, FL 34221		Sanford, FL 32771	
		Fax:		(561) 686-3948		(561) 478-2025		(407) 321-8410	
		Contact:		(561) 686-7465		(561) 478-7159		(407) 327-6984	
				David Logan		Dadas Lamberson		Ronald F. Davoli	
Line	Description	Qty	Unit	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total
BASE BID									
General Conditions:									
1	Mobilization/Demobilization	1	LS	\$ 164,445.00	\$ 164,445.00	\$ 682,240.00	\$ 682,240.00	\$ 490,000.00	\$ 490,000.00
2	Project Maintenance of Traffic (incl. pedestrian MOT)	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 74,290.00	\$ 74,290.00	\$ 98,000.00	\$ 98,000.00
3	Insurance & Indemnification	1	LS	\$ 42,000.00	\$ 42,000.00	\$ 27,770.00	\$ 27,770.00	\$ 31,000.00	\$ 31,000.00
4	Performance & Payment Bond	1	LS	\$ 42,000.00	\$ 42,000.00	\$ 30,450.00	\$ 30,450.00	\$ 43,000.00	\$ 43,000.00
5	Record Documentation	1	LS	\$ 21,000.00	\$ 21,000.00	\$ 53,960.00	\$ 53,960.00	\$ 42,000.00	\$ 42,000.00
6	Exploratory Test Holes (Soft digs) as approved by Owner	50	EA	\$ 1,000.00	\$ 50,000.00	\$ 222.00	\$ 11,100.00	\$ 820.00	\$ 41,000.00
Ejector Stations Type A:									
7	New concrete 30 gallon ejector station. E-12, 14, 15, 16, 20, 23, 27. Completed, tested and operational.	7	EA	\$ 138,285.00	\$ 967,995.00	\$ 233,050.00	\$ 1,631,350.00	\$ 184,000.00	\$ 1,288,000.00
8	New complete 50 gallon ejector station. E-13 Completed, tested and operational.	1	EA	\$ 154,000.00	\$ 154,000.00	\$ 237,520.00	\$ 237,520.00	\$ 226,000.00	\$ 226,000.00
Ejector Stations Type B:									
9	Rehabilitate E-44 Completed, tested and Operational	1	LS	\$ 118,000.00	\$ 118,000.00	\$ 107,700.00	\$ 107,700.00	\$ 100,000.00	\$ 100,000.00
10	Rehabilitate E-21 Completed tested and Operational	1	LS	\$ 202,000.00	\$ 202,000.00	\$ 187,550.00	\$ 187,550.00	\$ 100,000.00	\$ 100,000.00
11	Rehabilitated E-38 Completed tested and Operational	1	LS	\$ 217,000.00	\$ 217,000.00	\$ 182,600.00	\$ 182,600.00	\$ 100,000.00	\$ 100,000.00
12	Rehabilitated E-40 Completed tested and Operational	1	LS	\$ 202,000.00	\$ 202,000.00	\$ 174,220.00	\$ 174,220.00	\$ 100,000.00	\$ 100,000.00
13	Rehabilitate E-28 Completed, tested and operational.	1	LS	\$ 95,000.00	\$ 95,000.00	\$ 78,100.00	\$ 78,100.00	\$ 100,000.00	\$ 100,000.00
Ejector Stations Type C:									
14	Rehabilitate steel can 30 gal ejector stations E-10, 17, 18, 22, 24, 25. Completed and tested.	6	LS	\$ 99,000.00	\$ 594,000.00	\$ 85,820.00	\$ 514,920.00	\$ 110,000.00	\$ 660,000.00
15	Rehabilitate steel can 100 gal ejector station E-8, 9. Completed and tested.	2	LS	\$ 113,000.00	\$ 226,000.00	\$ 111,990.00	\$ 223,980.00	\$ 128,500.00	\$ 257,000.00
Bridge Mounted Crossing									
16	Island Road	1	LS	\$ 108,000.00	\$ 108,000.00	\$ 49,672.00	\$ 49,672.00	\$ 120,000.00	\$ 120,000.00
17	Ibis Ways	1	LS	\$ 58,000.00	\$ 58,000.00	\$ 30,420.00	\$ 30,420.00	\$ 71,000.00	\$ 71,000.00



TOWN OF PALM BEACH

Bid No. 2013-32

Ejector Station Upgrades

TABULATION

Vendor: Address: Telephone: Fax: Contact:		Murray Logan Construction, Inc.		TLC Diversified		Wharton-Smith, Inc.	
		313 65th Trail N. West Palm Beach, FL 33413 (561) 686-3948 (561) 686-7465 David Logan		2719 17th Street East Palmetto, FL 34221 (561) 478-2025 (561) 478-7159 Dallas Lamberson		750 Monroe Road Sanford, FL 32771 (407) 321-8410 (407) 327-6984 Ronald F. Davoli	
		Price per Unit		Price per Unit		Price per Unit	
		Total		Total		Total	
		Qty	Unit	Price per Unit	Total	Price per Unit	Total
ALTERNATE A PIPE INSTALLATION (Trench Method)							
Furnish and Install FM and Air Piping							
18A	4" Diameter	7900	LF	\$ 37.50	\$ 296,250.00	\$ 211.00	\$ 1,666,900.00
19A	6" Diameter	3000	LF	\$ 46.50	\$ 139,500.00	\$ 222.00	\$ 666,000.00
20A	8" Diameter	500	LF	\$ 60.00	\$ 30,000.00	\$ 268.00	\$ 134,000.00
Furnish and Install Plug Valves Complete, Tested, and Backfilled							
21A	4" Diameter	10	EA	\$ 1,260.00	\$ 12,600.00	\$ 1,100.00	\$ 11,000.00
22A	6" Diameter	10	EA	\$ 1,638.00	\$ 16,380.00	\$ 1,460.00	\$ 14,600.00
23A	8" Diameter	2	EA	\$ 2,142.00	\$ 4,284.00	\$ 2,370.00	\$ 4,740.00
Furnish and Install Compressed Air Pipe Complete, Tested, and Backfilled							
24A	1 1/4" Diameter	7900	EA	\$ 7.50	\$ 59,250.00	\$ 13.50	\$ 106,650.00
25A	2" Diameter	1550	EA	\$ 15.00	\$ 23,250.00	\$ 31.50	\$ 48,825.00
Furnish and Install Ball Valves Complete, Tested, and Backfilled							
26A	1 1/4" Diameter	10	LF	\$ 1,000.00	\$ 10,000.00	\$ 620.00	\$ 6,200.00
27A	2" Diameter	4	LF	\$ 1,250.00	\$ 5,000.00	\$ 742.00	\$ 2,968.00
RESTORATION ITEMS:							
28A	Brick Stone road pavement (Via Fontana E-25)	580	SY	\$ 30.00	\$ 17,400.00	\$ 90.00	\$ 52,200.00
29A	10" Deep Limerock base	15000	SY	\$ 33.00	\$ 495,000.00	\$ 25.00	\$ 375,000.00
30A	1" Asphaltic pavement	15000	SY	\$ 16.80	\$ 252,000.00	\$ 10.00	\$ 150,000.00
31A	1" Mill & Resurface Pavement	9000	SY	\$ 26.00	\$ 234,000.00	\$ 15.00	\$ 135,000.00
32A	Replace Concrete Curb/Gutter	2000	LF	\$ 31.00	\$ 62,000.00	\$ 32.00	\$ 64,000.00
33A	Sodding	5000	SY	\$ 5.00	\$ 25,000.00	\$ 15.00	\$ 75,000.00
CONTINGENCY							
34A	General Contingency	1	ALLOW	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
ALTERNATE A TOTAL:				\$ 1,706,914.00	\$	\$ 3,538,083.00	\$ 1,528,030.00



TOWN OF PALM BEACH

Bid No. 2013-32

Ejector Station Upgrades

TABULATION

Vendor:		Murray Logan Construction, Inc.		TLC Diversified		Wharton-Smith, Inc.	
Address:		313 65th Trail N. West Palm Beach, FL 33413		2719 17th Street East Palmetto, FL 34221		750 Monroe Road Sanford, FL 32771	
Telephone:		(561) 686-3948		(561) 478-2025		(407) 321-8410	
Fax:		(561) 686-7465		(561) 478-7159		(407) 327-6984	
Contact:		David Logan		Dallas Lamberson		Ronald F. Davoli	
Line	Description	Qty	Unit	Price per Unit	Total	Price per Unit	Total
Additive Alternate 1 (not to be included in total)							
35A	Via Fontana by directional bore	1	LS	\$ 18,000.00	\$ 18,000.00	\$ 14,500.00	\$ 14,500.00
				\$	4,168,000.00	\$	4,998,800.00
				\$	5,018,354.00	\$	7,835,925.00
				\$	5,186,350.00	\$	5,395,030.00

Bid opened on May 28, 2013

Opened by: *John Cinar*

Witnessed by: *Lynda Cummings*

Discrepancy noted: Line 24A Extended Cost was \$107,865 on bid submitted. Open Trench Bid Total as submitted was \$7,837,140; Unit prices prevail.

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 85-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2013-06 and Contracts to Universal Electric of Florida Inc., and C. R. Dunn, Inc., for Electrical Maintenance and Repair Services, in a Cumulative Total Amount Not-to-Exceed \$154,000.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated May 23, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 85-2013
- Bid Tabulation

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Award Bid No. 2013-06 and Contracts for Electrical Maintenance Services
Resolution No. 85-2013

Date: May 23, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 85-2013 awarding Bid No. 2013-06 and contracts to Universal Electric of Florida, Inc., and C. R. Dunn, Inc., for the electrical maintenance services contract in a cumulative total amount not-to-exceed \$154,000.

GENERAL INFORMATION

The Public Works Department accomplishes a variety of electrical maintenance and repair tasks at numerous locations and for many different types of Town infrastructure. In order to provide the most cost effective and efficient means of performing this work, the Town relies upon not only its in-house staff but electrical contractors as well. Bid No. 2013-06 was advertised for five categories of work (Town buildings, docks, street lights, pump stations, and traffic signals) to solicit qualified electrical contractors.

Bid No. 2013-06 was opened on April 10, 2013 with five different contractors submitting bids. Universal Electric was the lowest responsive, responsible bidder on the majority of these electrical services (with the exception of traffic signal work). C. R. Dunn was the lowest responsive, responsible bidder for the traffic signal work. Town staff recommends that a primary and secondary contractor be identified to maximize the capability and availability for any given task. Universal Electric is recommended to be the primary contractor for all categories (except for traffic signals). C. R. Dunn is recommended to be the primary contractor for traffic signals, and to be the secondary contractor for all other categories of work. The bids also provide for the option of (4) twelve-month renewals with all original terms, conditions and pricing. The budget available for these electrical maintenance and repair tasks is approximately \$154,000 per year and that amount is recommended to be the maximum cumulative contract amount. The exact dollar amount of work issued in any given category of work will depend on the required work during that year.

Each task will be negotiated based upon the scope of work necessary and the unit rates identified in the bids. Invoices will be paid for tasks as they are completed.

FUNDING/FISCAL IMPACT

Sufficient funds are available in the approved FY2013 and proposed FY2014 Public Works Department budget to complete this work.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

This proposed resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachment

cc: Jane Struder, Finance Director
Eric B. Brown, P.E., Assistant Director of Public Works
Brett Madison, Facilities Maintenance Division Manager
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 85-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 2013-06 AND CONTRACTS TO UNIVERSAL ELECTRIC OF FLORIDA INC., AND C. R. DUNN, INC., FOR ELECTRICAL MAINTENANCE AND REPAIR SERVICES, IN A CUMULATIVE TOTAL AMOUNT NOT-TO-EXCEED \$154,000.

* * * * *

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. 2013-06 and contracts to Universal Electric and C. R. Dunn, Inc. in an amount not-to-exceed \$154,000 annually, for electrical maintenance and repair services to be performed as needed.

Section 2. The Town Manager is hereby authorized and directed to execute these contracts on behalf of the Town of Palm Beach for this work.

Section 3. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the completion of the said project work, including any necessary purchase orders (or 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 11th day of June 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member



Bid No. 2013-06

Electrical Services

BID TABULATION

Vendor:

Address:

Telephone:

Fax:

Contact:

A. ROUTINE REPAIRS IN TOWN BUILDINGS

1. Labor Rates

2. Hourly Rates for Various Equipment

2. Hourly Rates for Various Equipment

3. Materials and Supplies

3. Materials and Supplies

Cost Plus Percentage (or)List Minus Percentage

C.R. Dunn Inc	Davco Electrical Contractors Corp.
1202 Pope Lane	4885 Park Ridge Blvd.
Lake Worth, FL 33460	Boynton Beach, FL 33426
(561) 585-2155	(561) 732-3434
(561) 585-1233	(561) 732-3414
Charles Fitch	Mark Komar

Hourly Rate	
Standard	Premium
\$ 75.00	\$ 125.00
\$ 60.00	\$ 90.00
\$ 55.00	\$ 82.50
\$ 50.00	\$ 75.00
\$ 40.00	\$ 60.00

Hourly Rate		Hourly Rate	
Standard	Weekly	Standard	Weekly
\$	\$ 2,000.00	\$ 95.00	\$ 3,040.00
\$	\$ 1,200.00	\$ 60.00	\$ 1,920.00
\$	\$ 2,000.00	\$ 140.00	\$ 4,480.00

	Percentage
15.00%	
25.00%	

Loveland Electric, Inc.
1344 S. Killian Drive
Lake Park, FL 33403
(561) 882-0401
(561) 882-0555
David Urquhart

Hourly Rate		
	Standard	Premium
\$	70.00	\$ 105.00
\$	55.00	\$ 82.00
\$	50.00	\$ 75.00
\$	45.00	\$ 67.50
\$	35.00	\$ 52.50

Hourly Rate	Standard	Weekly
	**	**
	**	**
	**	**
	**	**

Percentage
20.00%

Panel Electric, Inc.
1211 Old Okeechobee Rd #2
West Palm Beach, FL 33401
(561) 832-5226
(561) 832-3364
Wes Watson

	Hourly Rate	
	Standard	Premium
\$	-	\$ -
\$	-	\$ -
\$	-	\$ -
\$	-	\$ -
\$	-	\$ -

Hourly Rate	Weekly	
	Standard	Weekly
\$	-	\$ -
\$	-	\$ -
\$	-	\$ -

Percentage
0.00%
0.00%

Universal Electric of Florida, INC
6784 N.W. 17 Ave
Fort Lauderdale, FL 33309
(954) 484-5233
(954) 484-5487
Phillip Kroyman Jr.

	Hourly Rate	
	Standard	Premium
	\$ 51.70	\$ 73.00
	\$ 49.00	\$ 70.00
	\$ 43.00	\$ 62.00
	\$ 28.00	\$ 40.00
	\$ 22.00	\$ 32.00

Hourly Rate	Weekly	
	Standard	Weekly
	\$ 49.00	\$ 1,960.00
	\$ 35.00	\$ 1,200.00
	\$ 75.00	\$ 3,000.00

Percentage
25.00%



TOWN OF PALM BEACH

Bid No. 2013-06

Electrical Services

BID TABULATION

Vendor:

Address:

Telephone:

Fax:

Contact:

C.R. Dunn Inc
1202 Pope Lane
Lake Worth, FL 33460
(561) 585-2155
(561) 585-1233
Charles Fitch

Davco Electrical Contractors Corp.
4885 Park Ridge Blvd.
Boynton Beach, FL 33426
(561) 732-3434
(561) 732-3414
Mark Komar

Loveland Electric, Inc.
1344 S. Killian Drive
Lake Park, FL 33403
(561) 882-0401
(561) 882-0555
David Urquhart

Panel Electric, Inc.
1211 Old Okeechobee Rd #2
West Palm Beach, FL 33401
(561) 832-5226
(561) 832-3364
Wes Watson

Universal Electric of Florida, INC
6784 N.W. 17 Ave
Fort Lauderdale, FL 33309
(954) 484-5233
(954) 484-5487
Phillip Kroyman Jr.

B. ROUTINE REPAIRS AT TOWN DOCKS		
1. Labor Rates		
Item	Personnel Title	Unit
1	Supervisor	Hour
2	Foreman	Hour
3	Journeyman (Licensed)	Hour
4	Apprentice	Hour
5	Helper	Hour
2. Hourly Rates for Various Equipment		
Item	Equipment	Unit
1	Bucket Truck	Hour
2	Flat Bed Truck	Hour
3	Crane Services	Hour
3. Materials and Supplies		
Cost Plus Percentage (or)		
List Minus Percentage		

Hourly Rate		
Standard	Premium	
\$ 50.00	\$ 75.00	
\$ 50.00	\$ 75.00	
\$ 47.00	\$ 75.50	
\$ 35.00	\$ 52.50	
\$ 30.00	\$ 45.00	
Hourly Rate		
Standard	Weekly	
\$ 55.00	\$ 2,000.00	
\$ 35.00	\$ 1,200.00	
\$ 55.00	\$ 2,000.00	
Percentage		
15.00%		

Hourly Rate		
Standard	Premium	
\$ 75.00	\$ 125.00	
\$ 60.00	\$ 90.00	
\$ 55.00	\$ 82.50	
\$ 50.00	\$ 75.00	
\$ 40.00	\$ 60.00	
Hourly Rate		
Standard	Weekly	
\$ 95.00	\$ 3,040.00	
\$ 60.00	\$ 1,920.00	
\$ 140.00	\$ 4,480.00	
Percentage		
25.00%		

Hourly Rate		
Standard	Premium	
\$ 70.00	\$ 105.00	
\$ 55.00	\$ 82.50	
\$ 50.00	\$ 75.00	
\$ 45.00	\$ 67.50	
\$ 35.00	\$ 52.50	
Hourly Rate		
Standard	Weekly	
**	**	
**	**	
**	**	
Percentage		
20.00%		

Hourly Rate		
Standard	Premium	
\$ 85.00	\$ 127.50	
\$ 85.00	\$ 127.50	
\$ 65.00	\$ 97.50	
\$ 45.00	\$ 67.50	
\$ 35.00	\$ 52.50	
Hourly Rate		
Standard	Weekly	
\$37 / Day	\$ 165.00	
N / A	N / A	
\$ 300.00		
Percentage		
18.00%		

Hourly Rate		
Standard	Premium	
\$ 51.70	\$ 73.00	
\$ 49.00	\$ 70.00	
\$ 43.00	\$ 62.00	
\$ 28.00	\$ 40.00	
\$ 22.00	\$ 32.00	
Hourly Rate		
Standard	Weekly	
\$ 49.00	\$ 1,960.00	
\$ 35.00	\$ 1,200.00	
\$ 75.00	\$ 3,000.00	
Percentage		
25.00%		

TOWN OF PALM BEACH



Bid No. 2013-06

Electrical Services

BID TABULATION

Vendor:

Address:

Telephone:

Fax:

Contact:

C.R. Dunn Inc
1202 Pope Lane
Lake Worth, FL 33460
(561) 585-2155
(561) 585-1233
Charles Fitch

Davco Electrical Contractors Corp.
4885 Park Ridge Blvd.
Boynton Beach, FL 33426
(561) 732-3434
(561) 732-3414
Mark Komar

Loveland Electric, Inc.
1344 S. Killian Drive
Lake Park, FL 33403
(561) 882-0401
(561) 882-0555
David Urquhart

Panel Electric, Inc.
1211 Old Okeechobee Rd #2
West Palm Beach, FL 33401
(561) 832-5226
(561) 832-3364
Wes Watson

Universal Electric of Florida, INC
6784 N.W. 17 Ave
Fort Lauderdale, FL 33309
(954) 484-5233
(954) 484-5487
Phillip Kroyman Jr.

C. ROUTINE REPAIRS FOR TOWN STREETLIGHTS		
1. Labor Rates		
Item	Personnel Title	Unit
1	Supervisor	Hour
2	Foreman	Hour
3	Journeyman (Licensed)	Hour
4	Apprentice	Hour
5	Helper	Hour
2. Hourly Rates for Various Equipment		
Item	Equipment	Unit
1	Bucket Truck	Hour
2	Flat Bed Truck	Hour
3	Crane Services	Hour
3. Materials and Supplies		
Cost Plus Percentage (or)		
List Minus Percentage		

Hourly Rate		
Standard	Premium	
\$ 50.00	\$ 75.00	
\$ 50.00	\$ 75.00	
\$ 47.00	\$ 70.50	
\$ 35.00	\$ 52.50	
\$ 30.00	\$ 45.00	
Hourly Rate		
Standard	Weekly	
\$ 55.00	\$ 2,000.00	
\$ 35.00	\$ 1,200.00	
\$ 55.00	\$ 2,000.00	
Percentage		
15.00%		

Hourly Rate		
Standard	Premium	
\$ 75.00	\$ 125.00	
\$ 60.00	\$ 90.00	
\$ 55.00	\$ 82.50	
\$ 50.00	\$ 75.00	
\$ 40.00	\$ 60.00	
Hourly Rate		
Standard	Weekly	
\$ 85.00	\$ 2,270.00	
\$ 60.00	\$ 1,920.00	
\$ 140.00	\$ 4,480.00	
Percentage		
25.00%		

Hourly Rate		
Standard	Premium	
\$ 70.00	\$ 105.00	
\$ 55.00	\$ 85.50	
\$ 50.00	\$ 75.00	
\$ 45.00	\$ 67.50	
\$ 35.00	\$ 52.50	
Hourly Rate		
Standard	Weekly	
**	**	
**	**	
**	**	
Percentage		
20.00%		

Hourly Rate		
Standard	Premium	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
Hourly Rate		
Standard	Weekly	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
Percentage		
0.00%		
0.00%		

Hourly Rate		
Standard	Premium	
\$ 51.70	\$ 73.00	
\$ 49.00	\$ 70.00	
\$ 43.00	\$ 62.00	
\$ 28.00	\$ 40.00	
\$ 22.00	\$ 32.00	
Hourly Rate		
Standard	Weekly	
\$ 49.00	\$ 1,960.00	
\$ 35.00	\$ 1,200.00	
\$ 75.00	\$ 3,000.00	
Percentage		
25.00%		



TOWN OF PALM BEACH

Bid No. 2013-06

Electrical Services

BID TABULATION

Vendor:

Address:

Telephone:

Fax:

Contact:

C.R. Dunn Inc
1202 Pope Lane
Lake Worth, FL 33460
(561) 585-2155
(561) 585-1233
Charles Fitch

Davco Electrical Contractors Corp.
4885 Park Ridge Blvd.
Boynton Beach, FL 33426
(561) 732-3434
(561) 732-3414
Mark Komar

Loveland Electric, Inc.
1344 S. Killian Drive
Lake Park, FL 33403
(561) 882-0401
(561) 882-0555
David Urquhart

Panel Electric, Inc.
1211 Old Okeechobee Rd #2
West Palm Beach, FL 33401
(561) 832-5226
(561) 832-3364
Wes Watson

Universal Electric of Florida, INC
6784 N.W. 17 Ave
Fort Lauderdale, FL 33309
(954) 484-5233
(954) 484-5487
Phillip Kroyman Jr.

D. ROUTINE REPAIRS IN PUMP STATIONS		
1. Labor Rates		
Item	Personnel Title	Unit
1	Supervisor	Hour
2	Foreman	Hour
3	Journeyman (Licensed)	Hour
4	Apprentice	Hour
5	Helper	Hour
2. Hourly Rates for Various Equipment		
Item	Equipment	Unit
1	Bucket Truck	Hour
2	Flat Bed Truck	Hour
3	Crane Services	Hour
3. Materials and Supplies		
Cost Plus Percentage (or)		
List Minus Percentage		

Hourly Rate		
Standard	Premium	
\$ 50.00	\$ 75.00	
\$ 50.00	\$ 75.00	
\$ 47.00	\$ 70.50	
\$ 35.00	\$ 52.50	
\$ 30.00	\$ 45.00	
Hourly Rate		
Standard	Weekly	
\$ 55.00	\$ 2,000.00	
\$ 35.00	\$ 1,200.00	
\$ 55.00	\$ 2,000.00	
Percentage		
15.00%		

Hourly Rate		
Standard	Premium	
\$ 75.00	\$ 125.00	
\$ 60.00	\$ 90.00	
\$ 55.00	\$ 82.50	
\$ 50.00	\$ 75.00	
\$ 40.00	\$ 60.00	
Hourly Rate		
Standard	Weekly	
\$ 95.00	\$ 3,040.00	
\$ 60.00	\$ 1,920.00	
\$ 140.00	\$ 4,480.00	
Percentage		
25.00%		

Hourly Rate		
Standard	Premium	
\$ 70.00	\$ 105.00	
\$ 55.00	\$ 82.50	
\$ 50.00	\$ 75.00	
\$ 45.00	\$ 67.50	
\$ 35.00	\$ 52.50	
Hourly Rate		
Standard	Weekly	
**	**	
**	**	
**	**	
Percentage		
20.00%		

Hourly Rate		
Standard	Premium	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
Hourly Rate		
Standard	Weekly	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
Percentage		
0.00%		
0.00%		

Hourly Rate		
Standard	Premium	
\$ 51.70	\$ 73.00	
\$ 49.00	\$ 70.00	
\$ 49.00	\$ 70.00	
\$ 28.00	\$ 40.00	
\$ 22.00	\$ 32.00	
Hourly Rate		
Standard	Weekly	
\$ 49.00	\$ 1,960.00	
\$ 35.00	\$ 1,200.00	
\$ 75.00	\$ 3,000.00	
Percentage		
25.00%		

TOWN OF PALM BEACH



Bid No. 2013-06

Electrical Services

BID TABULATION

Vendor:

Address:

Telephone:

Fax:

Contact:

C.R. Dunn Inc
1202 Pope Lane
Lake Worth, FL 33460
(561) 585-2155
(561) 585-1233
Charles Fitch

Davco Electrical Contractors Corp.
4885 Park Ridge Blvd.
Boynton Beach, FL 33426
(561) 732-3434
(561) 732-3414
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(561) 882-0401
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(561) 832-5226
(561) 832-3364
Wes Watson

Universal Electric of Florida, INC
6784 N.W. 17 Ave
Fort Lauderdale, FL 33309
(954) 484-5233
(954) 484-5487
Phillip Kroyman Jr.

E. ROUTINE REPAIRS OF TOWN OWNED TRAFFIC SIGNALIZATION		
1. Labor Rates		
Item	Personnel Title	Unit
1	Supervisor	Hour
2	Foreman	Hour
3	Journeyman (Licensed)	Hour
4	Apprentice	Hour
5	Helper	Hour
2. Hourly Rates for Various Equipment		
Item	Equipment	Unit
1	Bucket Truck	Hour
2	Flat Bed Truck	Hour
3	Crane Services	Hour
3. Materials and Supplies		
Cost Plus Percentage (or)		
List Minus Percentage		

Hourly Rate		
Standard	Premium	
\$ 50.00	\$ 75.00	
\$ 50.00	\$ 75.00	
\$ 47.00	\$ 70.50	
\$ 35.00	\$ 52.50	
\$ 30.00	\$ 45.00	
Hourly Rate		
Standard	Weekly	
\$ 55.00	\$ 2,000.00	
\$ 35.00	\$ 1,200.00	
\$ 55.00	\$ 2,000.00	
Percentage		
15.00%		
0.00%		

Hourly Rate		
Standard	Premium	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
Hourly Rate		
Standard	Weekly	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
Percentage		
0.00%		
0.00%		

Hourly Rate		
Standard	Premium	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
Hourly Rate		
Standard	Weekly	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
Percentage		
0.00%		
0.00%		

Hourly Rate		
Standard	Premium	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
Hourly Rate		
Standard	Weekly	
\$ -	\$ -	
\$ -	\$ -	
\$ -	\$ -	
Percentage		
0.00%		
0.00%		

Bid Opened on April 10, 2013

Opened By: Lynda Cummings

Witnessed By: John Cmar

Legend

Lowest Standard Rate

Lowest Premium Rate

Second Lowest Rates

"\$ - " = No Bid

** "Local rental cost plus 15% and man hour rates listed above." - Loveland Electric

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 86-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Construction Phase Engineering Services Contract to Mock, Roos and Associates, Inc., for the Ejector Station Upgrades, in the Amount of \$358,069 and Establishing a Construction Phase Engineering Services Budget of \$395,000.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated May 23, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 86-2013
- Mock, Roos Proposal

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

TO: Mayor and Town Council

VIA: Peter B. Elwell, Town Manager

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

RE: Award a Construction Phase Engineering Services Contract for the Ejector Station Upgrades
Accelerated Capital Improvement Program
Resolution No. 86-2013

DATE: May 23, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 86-2013, awarding of a construction phase engineering services contract to Mock, Roos & Associates, Inc., for the Ejector Station Upgrades in the amount of \$358,069 and establishing a construction phase engineering services budget of \$395,000.

GENERAL INFORMATION

Staff received construction bids for upgrading these pump stations as part of a larger pump station construction bid in late January 2013. The Town only received one (1) bid for the bundled pump station projects and that bid far exceeded the sum of the proposed budgets.

Staff met with the pre-qualified underground utility contractors after the bids were rejected at the February 2013 Town Council meeting, in order to gather feedback on reducing the construction costs. The plans for the Ejector Station Upgrades Project were updated based on comments from the pre-qualified underground utility contractors and were bid as a separate project.

In a companion Town Council item, staff will be recommending Town Council award the construction contract to the lowest responsive bidder.

The construction phase engineering services will include shop drawing reviews, site visits, maintaining daily reports, progress photos, scheduling, conducting and preparing meeting minutes, and assisting Town staff with onsite observations and inspections, etc.

Staff has negotiated a Construction Phase Engineering Services proposal with Mock, Roos and Associates, Inc., in the amount of \$358,069. Staff also recommends a contingency of \$36,931 for a total construction phase engineering services budget of \$395,000.

FUNDING/FISCAL IMPACT

Funding for this project is fully contained within the Town's Accelerated Capital Improvement Program.

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
William K. Francis, P.E., Town Engineer
Charles R. Langley, P.E., Senior Project Engineer
Doug Terry, Water Resources Division Manager
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 86-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED A CONSTRUCTION PHASE ENGINEERING SERVICES CONTRACT TO MOCK, ROOS AND ASSOCIATES, INC., FOR THE EJECTOR STATION UPGRADES, IN THE AMOUNT OF \$358,069 AND ESTABLISHING A CONSTRUCTION PHASE ENGINEERING SERVICES BUDGET OF \$395,000.

* * * * *

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 a contract to Mock, Roos and Associates, Inc., in the amount of \$358,069 for the Ejector Station Upgrades and establishes a construction phase engineering services budget of \$395,000.

Section 2. The Town Manager is hereby authorized and directed to execute a purchase order for these construction phase engineering services on behalf of the Town of Palm Beach for this improvement.

Section 3. The Town Manager, or his designee, is hereby authorized and directed 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 11th day of June 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member



May 28, 2013

Mr. Chuck Langley, P.E.
Town of Palm Beach
P.O. Box 2029
Palm Beach, FL 33480-2029

Ref. No.: B3022.00
Subject: Professional Construction Phase Services for the Ejector Station Improvements

Dear Mr. Langley:

We are submitting the attached *Proposal To Provide Construction Phase Services for the Ejector Station Improvements project*. Please review the attached documents and return one signed copy of the *Proposal* to our office as our authorization to proceed with the Scope of Services outlined in the proposal.

We will provide the Scope of Services on an hourly basis, plus reimbursable expenses. We anticipate the total fee to provide the Scope of Services will be \$358,069.00.

If you have any questions please contact me at 683-3113, extension 293. Thank you for using Mock•Roos on this project. We look forward to working with you.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.

Garry G. Gruber, P.E.
Vice President

GGG:jeh
Enclosure
Copies: Bookkeeping

L:\mk\B3022.00\hr01ggjh.doc

Mock, Roos & Associates, Inc.

5720 Corporate Way, West Palm Beach, Florida 33407-2066, (561) 683-3113, fax 478-7248

Proposal To Provide Construction Phase Services for the Ejector Station Improvements

Services to be provided by: Mock•Roos

Services provided to ("Town"): Town of Palm Beach

Proposal Date: May 28, 2013

Proposal Terms

A. Project Description:

The Town of Palm Beach desires to replace and/or rehabilitate several of its Ejector Stations located throughout the Town. As part of the project, forcemain and air lines will be replaced as well. Construction of the project will be split into two construction seasons. The Town has a goal of completing Ejector Stations E-8 and E-9, the forcemains from E-8 and E-9 up to South County Road, as well as various other air line and forcemain installations throughout the Town by November 22, 2013. The remaining portions of the project not completed within the 2013 construction season will be completed during the 2014 construction season. All portions of the project are to be completed by November 2014.

Mock•Roos will provide the professional services as outlined under **B. Scope of Services** below.

B. Scope of Services:

1. Pre-Construction Activities

- a. Perform site visits, attend meetings with Town's Project Manager and review construction drawings and contract documents prepared by others.
- b. Conduct a Pre-Construction meeting with the Contractor and the Town. Prepare and distribute the pre-construction meeting minutes.
- c. Provide Mock•Roos staff to review Contractor's fabrication shop drawing and engineering submittals for conformance with the Contract Documents. Up to two reviews per shop drawing submittal are included to address comments. As appropriate, Contractor submittals will be provided to Town for Town review concurrent to Mock•Roos' review. Provide hard copy of each reviewed Contractor submittal to Town for record keeping.

2. Construction Activities

- a. Perform review of Contractor's initial submitted project schedule. Review Contractor's progress schedule that is to be submitted monthly with each Pay Application.

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- b. Attend weekly construction meeting between the Contractor, the Town, and Mock•Roos during the construction period. Prepare and distribute meeting minutes taken at weekly construction meetings. It is assumed that weekly meetings will be held at the Town's Public Works office.
- c. Attend periodic meetings as requested by the Town during the construction period.
- d. Provide a Mock•Roos field representative to perform site observations of the Contractor's Work during the construction period. Up to 30 hours per week are included in this proposal. Prepare and review Mock•Roos field observation reports.
- e. Provide clarification to Contractor questions and/or requests for information as necessary. The Contractor's Work is based on construction drawings prepared by others. Any major redesign and/or issuance of revised construction drawings may be considered additional services.
- f. Review, recommend, and prepare minor field directive changes and/or contingency expenditures, as requested by the Contractor or the Town. Services related to major changes or change order proposals will be negotiated at that time.
- g. Attend monthly onsite pay application review meeting between the Contractor, Mock•Roos, and the Town. Provide review and payment recommendations for the Contractor's monthly pay applications and one final pay application. A total of 13 pay application reviews are included in this proposal.
- h. Perform substantial completion walk-through(s) with the Contractor, Mock•Roos, and the Town for facilities completed during the 2013 construction season. Prepare and distribute the EJCDC "substantial completion statements" and associated punch lists.
- i. Perform one "final completion walk-through" with the Contractor, Mock•Roos, and the Town for facilities completed during the 2013 construction season.
- j. Perform substantial completion walk-through(s) with the Contractor, Mock•Roos, and the Town for facilities completed during the 2014 construction season. Prepare and distribute the EJCDC "substantial completion statements" and associated punch lists.
- k. Perform one "final completion walk-through" with the Contractor, Mock•Roos, and the Town for facilities completed during the 2014 construction season.
- l. Perform project management services of above scope of services.

3. Post Construction Activities

- a. Provide Mock•Roos staff to review and distribute closeout package provided by the Contractor, including test data, densities, submittals, applicable permit(s).
- b. Review Contractor's record drawing submittal to check for conformance with the Contract Documents and the design intent.
- c. Assist the Town with FDOT and Palm Beach County Health Department permit closeouts.
- d. Coordinate construction project closeout with the Contractor and Town.

C. Additional Services:

1. Any services not included in the Scope of Services will be considered Additional Services.
2. Additional Services can be provided upon Mock•Roos receiving a revised scope of services and approved change order from the Town.

D. Fees and Rates:

1. The total fee to provide the Scope of Services on an hourly basis with a not to exceed fee of \$358,069.00.
2. Mock•Roos can provide Additional Services at the Mock•Roos hourly rates in effect at that time, plus any reimbursable expenses, or for an agreed upon lump sum fee.

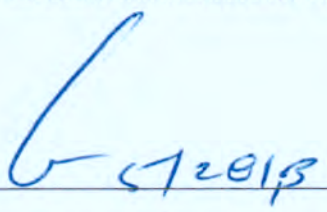
E. Conditions:

1. All terms become valid upon Mock•Roos receiving one complete copy of this proposal within 30 days of its date.
2. In case of discrepancies, the terms of this proposal supersede those of previous agreements.

F. Acceptance and Authorization to Proceed:

1. This proposal is acceptable and Mock•Roos has authorization to proceed with the Scope of Services. This authorization becomes valid upon Mock•Roos receiving a Purchase Order for these services.

MOCK•ROOS

Signed: _____

Name: Garry G. Gruber, P.E.

Title: Vice President

Date: May 28, 2013

Town of Palm Beach Ejector Station Improvements Construction Phase Services						
Task Description	Senior Project Engineer/Director	Engineer III	Field Representative	CADD Technician	Administrative Assistant	Subtotal
Labor Hourly Billing Rate	\$50.00	\$35.00	\$26.67	\$22.00	\$20.00	
Total Hours	664	926	1,846	40	140	
Task 1: Pre-Construction Activities						
a. Review contract documents	60	40	60		2	\$ 6,040
b. Pre-Construction Meeting & Minutes	12	8	4		2	\$ 1,027
c. Process Shop Drawings	60	80			16	\$ 6,120
Task 2: Construction Activities						
a. Schedule Review	16	24			4	\$ 1,720
b. Weekly Progress Meetings and Minutes	144	192	144		14	\$ 18,040
c. Periodic Meetings at the Town's Request	60	60	60		8	\$ 6,860
d. Construction Field Observation and Reports	60	80	1,440		30	\$ 44,805
e. Provide Clarification to Contractor	40	80	40	40	8	\$ 6,907
f. Field Change Directives	40	80	20		8	\$ 5,493
g. Review Pay Applications & Recommendation Letter	40	78	26		8	\$ 5,583
h. Substantial Completion Walk-Through (2013)	8	16	8		4	\$ 1,253
i. Final Completion Walk-Through (2013)	8	16	8		4	\$ 1,253
j. Substantial Completion Walk-Through (2014)	16	20	8		4	\$ 1,793
k. Final Completion Walk-Through (2014)	8	20	8		4	\$ 1,393
l. Project Management	40	40			8	\$ 3,560
Task 3: Post Construction Activities						
a. Process Final Paperwork - Project Closeout	8	12			4	\$ 900
b. Review Contractor Provided Record Drawings	12	40	20		4	\$ 2,613
c. Permit Closeout	12	20			4	\$ 1,380
d. Project Closeout	20	20			4	\$ 1,780
Subtotal	\$ 33,200.00	\$ 32,410.00	\$ 49,232.82	\$ 880.00	\$ 2,800.00	

Total Mock•Roos Direct Labor	\$ 118,523.00
Multiplier	3.00
Total Direct Labor @ 3.0	\$ 355,569.00
Reimbursibles	\$ 2,500.00
Project Total	\$ 358,069.00

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 87-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Non-Exclusive Utility Easement on Town Property to Florida Power & Light Company for Transformers, Conduit, and Wires to Provide Service to the D-4 Storm Water Pump Station.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated May 23, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 87-2013
- Sketch and Legal Description - Easement

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Approval of Florida Power and Light Easement at the D-4 Pump Station
Accelerated Capital Improvement Program
Resolution No. 87-2013

Date: May 23, 2013

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 87-2013 approving a non-exclusive utility easement to Florida Power & Light (FPL), upon Town owned property at the D-4 Pump Station on North Lake Way just south of Miraflores Drive.

GENERAL INFORMATION

Town staff is working on a project for the D-3/D-4 Electrical Upgrades to improve power to the D-3 and D-4 Pump Stations. FPL requires an easement for their transformers, conduit, electrical wires and other equipment necessary to provide electrical service to the D-4 Pump Station. This new electrical service will provide fulltime electrical power to the D-3 Pump Station that presently only operates off of a generator behind the D-4 station, which presents a noise issue for the residents. The proposed non-exclusive utility easement to accommodate the transformers and conduit/wires is described and illustrated in the attached sketch and legal description. The sketch and legal description of the proposed utility easement were prepared by Betsy Lindsay, Inc., and the Town's design consultant.

FUNDING/FISCAL IMPACT

Funding for this project is fully contained within the Town's Accelerated Capital Improvement Program.

TOWN ATTORNEY REVIEW

This resolution was reviewed by the Town Attorney and approved for legal form and sufficiency.

Attachment

cc: Eric Brown, P.E., Assistant Director of Public Works
William K. Francis, P.E., Town Engineer
Charles R. Langley, P.E., Senior Project Engineer
Doug Terry, Water Resources Division Manager

RESOLUTION NO. 87-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A NON-EXCLUSIVE UTILITY EASEMENT ON TOWN PROPERTY TO FLORIDA POWER & LIGHT COMPANY FOR TRANSFORMERS, CONDUIT, AND WIRES TO PROVIDE SERVICE TO THE D-4 STORM WATER PUMP STATION.

* * * * *

WHEREAS, the Town has constructed and is operating the D-4 Storm water Pump Station;
and

WHEREAS, Florida Power and Light has requested that the Town of Palm Beach approve an easement to Florida Power and Light to install transformers, conduit and wires to support an upgraded electrical service to the D-4 storm water pump station; and

WHEREAS, the installation of the transformer, conduit and wires are necessary to improve the electrical service to the D-4 storm water pump station.

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

Section 1. The foregoing recitals are hereby ratified and confirmed.

Section 2. Town Manager is hereby authorized to execute a non-exclusive utility easement on Town property to Florida Power and Light Company for transformers, conduit, and wires to provide service to the D-4 storm water pump station.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 11th day of June 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

SURVEYOR'S NOTES

1. THE BEARINGS AS SHOWN HEREON ARE BASED ON RECORD PLAT, REFERENCE A BEARING OF N88°48'33"W ALONG THE SOUTH LINE OF STORM WATER PUMP STATION D-4 IN THE TOWN OF PALM BEACH, FLORIDA, AS DESCRIBED IN DEED BOOK 3607, PAGE 34, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.
2. THIS IS NOT A BOUNDARY SURVEY.
3. THIS LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3.

LEGEND

- (C) CALCULATED
 CBS] CONCRETE BLOCK STRUCTURE
 D.B.] DEED BOOK
 NO.] NUMBER
 OHE] OVERHEAD ELECTRIC LINES
 (P)] PER PLAT
 P.O.B.] POINT OF BEGINNING
 P.O.C.] POINT OF COMMENCEMENT
 P.S.M.] PROFESSIONAL SURVEYOR & MAPPER
- Ø → WOOD POWER POLE
 → GUY WIRE & ANCHOR
 [EM] ELECTRIC METER

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON FEBRUARY 22, 2012, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY, INC.
 SURVEYORS AND MAPPERS

NOT VALID WITHOUT THE SIGNATURE
 AND ORIGINAL RAISED SEAL OF FLORIDA
 LICENSED SURVEYOR AND MAPPER

SHEET NO. 1
 OF 3 SHEETS
 PROJECT NO.
 05-76 A1

DATE REVISIONS

A PORTION OF STORM WATER PUMP STATION
 D-4, TOWN OF PALM BEACH, FLORIDA

SKETCH AND LEGAL DESCRIPTION
 FLORIDA POWER & LIGHT COMPANY EASEMENT

B BETSY LINDSAY, INC.
 SURVEYING AND MAPPING
 7967 SW JACK JAMES DRIVE SUITE 100 FLORIDA 34967
 (772) 286-5753 (772) 286-5835 FAX
 LICENSED BUSINESS NO. 6852

DATE 02/22/2013
 SCALE NOT TO SCALE
 FIELD BK
 DRAWING BY D.B.
 CHECKED BY E.A.L.

LEGAL DESCRIPTION

FLORIDA POWER & LIGHT COMPANY EASEMENT

A PARCEL OF LAND BEING A PORTION OF STORM WATER PUMP STATION D-4 IN THE TOWN OF PALM BEACH, FLORIDA, AS DESCRIBED IN DEED BOOK 3607, PAGE 34, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA (HEREINAFTER REFERRED TO AS "THE PROPERTY"). SAID PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 10 OF THE PLAT OF PHIPPS ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 74, PAGES 190 THROUGH 191, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SAID NORTHWEST CORNER LYING AND BEING ON THE EAST RIGHT OF WAY LINE OF NORTH LAKE WAY, AS SHOWN ON SAID PLAT OF PHIPPS PARK AND AS RECORDED IN DEED BOOK 876, PAGES 165 THROUGH 166, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N01°11'27"E ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 23.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N01°11'27"E ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 10.11 FEET; THENCE N82°35'15"E, A DISTANCE OF 27.22 FEET TO AN INTERSECTION WITH A LINE BEING 37.48 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTH LINE OF THE PROPERTY; THENCE S88°48'33"E ALONG SAID PARALLEL LINE, A DISTANCE OF 39.03 FEET TO AN INTERSECTION WITH A LINE BEING 35.30 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE EAST LINE OF THE PROPERTY; THENCE N01°11'27"E ALONG SAID PARALLEL LINE, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH A LINE BEING 47.48 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTH LINE OF THE PROPERTY; THENCE S88°48'33"E ALONG SAID PARALLEL LINE, A DISTANCE OF 15.00 FEET TO AN INTERSECTION WITH A LINE BEING 20.30 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE EAST LINE OF THE PROPERTY; THENCE S01°11'27"W ALONG SAID PARALLEL LINE, A DISTANCE OF 20.00 FEET TO AN INTERSECTION WITH A LINE BEING 27.48 FEET NORTHERLY OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SOUTH LINE OF THE PROPERTY; THENCE N88°48'33"W ALONG SAID PARALLEL LINE, A DISTANCE OF 53.27 FEET; THENCE S82°35'15"W, A DISTANCE OF 27.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 962.55 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

SAID PARCEL BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

SHEET NO 2
OF 3 SHEETS
PROJECT NO
05-76 A1

DATE	REVISIONS

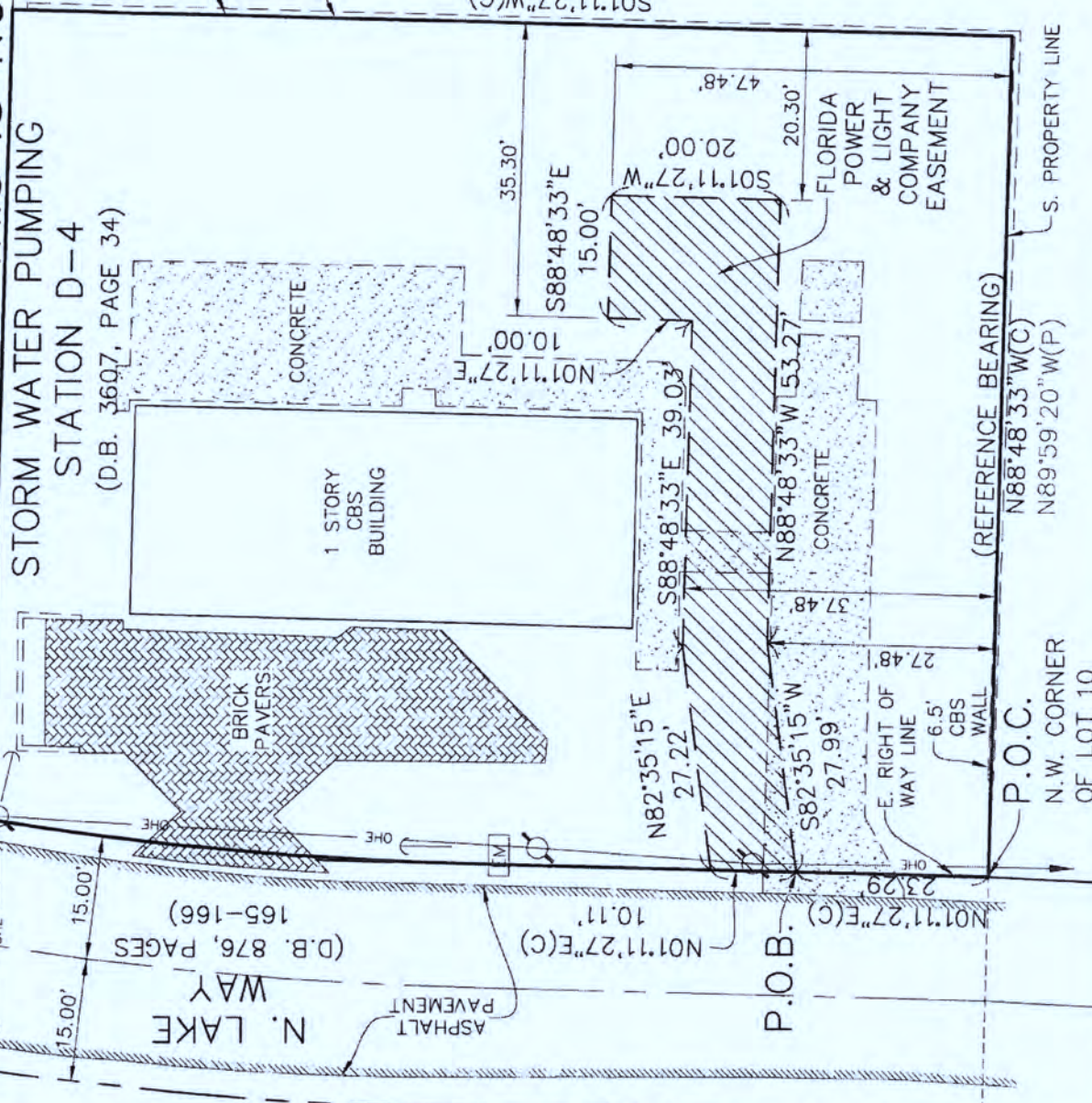
A PORTION OF STORM WATER PUMP STATION
D-4, TOWN OF PALM BEACH, FLORIDA

SKETCH AND LEGAL DESCRIPTION
FLORIDA POWER & LIGHT COMPANY EASEMENT

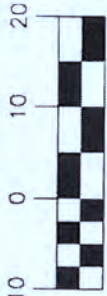
DATE 02/22/2013
SCALE NOT TO SCALE
FIELD BK
DRAWING BY D.B.
CHECKED BY E.A.L.

B BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7997 SW JACK JAMES DRIVE SUITE 100 FLORIDA 34997
(772) 886-5750 FAX (772) 886-5808
LICENSED BUSINESS NO. 0652

STORM WATER PUMPING
STATION D-4
(D.B. 3607, PAGE 34)



PHIPPS
ESTATES
PLAT BOOK 74,
PAGES 190-191
PALM BEACH
COUNTY, FLORIDA



SCALE: 1" = 20'

B **BETSY LINDSAY, INC.**
SURVEYING AND MAPPING
7997 SW JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5750 (772)286-5035 FAX
LICENCED BUSINESS NO. 6952

DATE 02/22/2013
SCALE 1" = 30'
FIELD BK. _____
DRAWING BY D.B.
CHECKED BY E.A.L.

A PORTION OF STORM WATER PUMP STATION D-4, TOWN OF PALM BEACH, FLORIDA	SKETCH AND LEGAL DESCRIPTION FLORIDA POWER & LIGHT COMPANY EASEMENT
---	--

DATE	REVISIONS

SHEET NO. 3
OF 3 SHEETS
PROJECT NO.
05-76 A1

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 88-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2013-35 and a Construction Contract to Johnson-Davis, Inc., for the A-7 and Pinewalk Force Main Replacement, in the Amount of \$724,960, and Establishing a Construction Phase Budget of \$800,000.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated May 23, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 88-2013
- Bid Tab

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Award of Bid No. 2013-35 and a Construction Contract for the A-7 and
Pinewalk Force Main Replacement
Accelerated Capital Improvement Program
Resolution No. 88-2013

Date: May 23, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 88-2013 awarding Bid No. 2013-35 and a construction contract to Johnson-Davis, Inc., for the A-7 and Pinewalk Force Main Replacement in the amount of \$724,960, and establishing a construction phase budget of \$800,000.

GENERAL INFORMATION

The 2013 Accelerated Capital Improvement Program (ACIP) included four (4) force main projects. In an effort to keep the costs low and manage the projects more efficiently, the individual projects were bid together to be completed by one contractor.

At the February 12, 2013, Town Council Meeting, the Council rejected the single bid for a bundled package of force main replacement projects and approved a design and bid phase budget to have consultants administer revisions necessary to rebid the projects individually.

The A-7 and Pinewalk Force Main Replacement Project (1 of the 4 previously bundled projects), was rebid as its own project. The A-7 project replaces the force main between the A-7 Pump Station at the intersection of South County Road and Island Road along South County Road, Via Marina and South Ocean Boulevard up to Hammon Avenue. The Pinewalk Force Main Replacement project involves constructing a new force main between the A-4 Pump Station on The Breakers property to South County Road, which will replace the existing force main across The Breakers golf course, which will be abandoned.

Public Works solicited bids for the A-7 and Pinewalk Force Main Replacement project. Bids were received by the Town's Purchasing Department from three (3) contractors on May 29, 2013. The lowest responsive bid was from Johnson-Davis, Inc., in the amount of \$724,960. Staff also recommends establishing a contingency of \$75,040 for an estimated construction phase budget of \$800,000.

SPECIAL CONSIDERATION

Staff is requesting a waiver of the Town's Code of Ordinance Section 42-199 to allow extended construction work hours. Nighttime work is being requested on the condition that it is coordinated and approved by Public Works and the Town Manager. The Contractor may request to work at night to complete tasks, such as force main tie-ins due to lower flows in the force main in the evening. Nighttime work may also include utility cuts within the roadway where impacts to the public could be significant if the work is done during the daylight hours.

FUNDING/FISCAL IMPACT

Funding for this project is fully contained within the Town's Accelerated Capital Improvement Program.

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
William K. Francis, P.E., Town Engineer
Charles R. Langley, P.E., Senior Project Engineer
Doug Terry, Water Resources Division Manager
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 88-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 2013-35 AND A CONSTRUCTION CONTRACT TO JOHNSON-DAVIS, INC., FOR THE A-7 AND PINEWALK FORCE MAIN REPLACEMENT, IN THE AMOUNT OF \$724,960, AND ESTABLISHING A CONSTRUCTION PHASE BUDGET OF \$800,000.

* * * * *

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. 2013-35 and a construction contract to Johnson-Davis, Inc., in the amount of \$724,960, for the A-7 and Pinewalk Force Main Replacement Project, and establishes a construction phase budget of \$800,000.

Section 2. The Town Manager is hereby authorized and directed 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 and directed 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 11th day of June 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member



TOWN OF PALM BEACH
Bid No. 2013-35
Force Main Replacement
A-7 and Pinewalk (A-4)
TABULATION

Vendor:	D.S. Eakins Construction Corp.	Johnson-Davis Inc.	The Whiting-Turner Contracting Company
Address:	P.O. Box 530185 Lake Park, FL 33403	604 Hillbath Drive Lanania, FL 33462	1901 W. Cypress Creek Road, #101 Fort Lauderdale, FL 33309
Telephone:	(561) 842-0001	(561) 588-1170.	(954) 776-0800
Fax:	(561) 842-0009	(561) 585-5252	(954) 776-0797
Contact:	Douglas S. Eakins	Scott J. Johnson	Frank Zaremba

Line	Description	Qty	Unit	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
BID SCHEDULE A									
A-7 Force Main Replacement From Island Road to Hammon Avenue									
A-1	Mobilization/Demobilization	1	LS	\$ 61,406.00	\$ 61,406.00	\$ 12,000.00	\$ 12,000.00	\$ 31,200.00	\$ 31,200.00
A-2	Maintenance of Traffic	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 16,000.00	\$ 16,000.00	\$ 36,000.00	\$ 36,000.00
A-3	Insurance & Indemnification	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00
A-4	Performance & Payment Bond	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 8,000.00	\$ 8,000.00	\$ 25,000.00	\$ 25,000.00
A-5	16" AWWA C905 PVC Pipe	2400	LF	\$ 92.00	\$ 220,800.00	\$ 110.00	\$ 264,000.00	\$ 132.00	\$ 316,800.00
A-6	16" Plug Valves	3	EA	\$ 7,179.00	\$ 21,537.00	\$ 5,000.00	\$ 15,000.00	\$ 6,720.00	\$ 20,160.00
A-7	Air Release Valves & Manholes	1	EA	\$ 17,235.00	\$ 17,235.00	\$ 11,000.00	\$ 11,000.00	\$ 9,000.00	\$ 9,000.00
A-8	Provide for Connection to A-7 Pump Station Piping as Noted on Sheet C1-1	1	LS	\$ 11,096.00	\$ 11,096.00	\$ 2,000.00	\$ 2,000.00	\$ 14,400.00	\$ 14,400.00
A-9	Provide for Connection to Existing Force Main Piping as Noted on Sheet C1-10	1	LS	\$ 13,287.00	\$ 13,287.00	\$ 20,000.00	\$ 20,000.00	\$ 14,400.00	\$ 14,400.00
A-10	Road Base Replacement 10" Thick	1900	SY	\$ 25.00	\$ 47,500.00	\$ 15.00	\$ 28,500.00	\$ 24.00	\$ 45,600.00
A-11	Type S-3 Asphalt Repair - 2"	1800	SY	\$ 38.00	\$ 68,400.00	\$ 21.00	\$ 37,800.00	\$ 21.60	\$ 38,880.00
A-12	Road Milling and Overlay	8950	SY	\$ 13.00	\$ 116,350.00	\$ 15.00	\$ 134,250.00	\$ 21.60	\$ 193,320.00
A-13	FDOT Roadway Repair & Asphalt Replacement	400	SY	\$ 108.00	\$ 43,200.00	\$ 75.00	\$ 30,000.00	\$ 54.00	\$ 21,600.00
A-14	Replacement of Roadway Striping and RPMs	1	LS	\$ 9,300.00	\$ 9,300.00	\$ 18,000.00	\$ 18,000.00	\$ 6,000.00	\$ 6,000.00
TOTAL BID AMOUNT, BID SCHEDULE A				\$ 660,111.00	\$	\$	\$ 604,550.00	\$	\$ 782,360.00
BID SCHEDULE B									
A-4 (Pinewalk) Force Main Replacement Project									
B-1	Mobilization/Demobilization	1	LS	\$ 23,651.00	\$ 23,651.00	\$ 3,000.00	\$ 3,000.00	\$ 9,600.00	\$ 9,600.00
B-2	Project Maintenance of Traffic (incl. pedestrian MOT)	1	LS	\$ 13,000.00	\$ 13,000.00	\$ 1,000.00	\$ 1,000.00	\$ 4,200.00	\$ 4,200.00
B-3	Insurance & Indemnification	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00	\$ 1,100.00	\$ 1,100.00
B-4	Performance & Payment Bond	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00
B-5	8" C900 PVC Force Main	580	LF	\$ 41.00	\$ 23,780.00	\$ 52.00	\$ 30,160.00	\$ 84.00	\$ 48,720.00
B-6	8" Plug Valves	2	EA	\$ 4,340.00	\$ 8,680.00	\$ 2,000.00	\$ 4,000.00	\$ 2,400.00	\$ 4,800.00
B-7	Connect new 8" to Existing 8" Force Main	1	LS	\$ 7,883.00	\$ 7,883.00	\$ 4,500.00	\$ 4,500.00	\$ 6,600.00	\$ 6,600.00
B-8	Asphalt Replacement of Existing Cart Path	625	SY	\$ 20.00	\$ 12,500.00	\$ 26.00	\$ 16,250.00	\$ 21.60	\$ 13,500.00
B-9	Base Rock Replacement to Cart Path	650	SY	\$ 62.00	\$ 40,300.00	\$ 40.00	\$ 26,000.00	\$ 65.00	\$ 42,250.00
B-10	Concrete Curb, Sidewalk, Bollards, and Gutter Replacement	10	LF	\$ 329.00	\$ 3,290.00	\$ 50.00	\$ 500.00	\$ 600.00	\$ 6,000.00
TOTAL BID AMOUNT, BID SCHEDULE B				\$ 136,584.00	\$	\$	\$ 95,410.00	\$	\$ 140,770.00
Contingency:									
C-1	General Contingency	1	ALLOW	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
GRAND TOTAL BID				\$ 821,695.00	\$ 724,960.00	\$ 948,130.00	\$ 948,130.00	\$ 948,130.00	\$ 948,130.00

Bid opened on May 29, 2013.

Opened by: *John Carr*
Witnessed by: *Lynda Cummings*

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 89-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Construction Phase Engineering Services Purchase Order in an Amount Not-to-Exceed \$67,232 to Mock, Roos & Associates, Inc., for the A-7 and Pinewalk Force Main Replacement, and Establishing a Construction Phase Budget of \$75,000.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated May 23, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 89-2013
- Mock, Roos Proposal

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

TO: Mayor and Town Council

VIA: Peter B. Elwell, Town Manager

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

RE: Approving a Purchase Order for Construction Phase Engineering Services for the A-7 and Pinewalk Force Main Replacement Accelerated Capital Improvement Program
Resolution No. 89-2013

DATE: May 23, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 89-2013, approving a purchase order for the A-7 and Pinewalk Force Main Replacement Construction Phase Engineering Services in an amount not-to-exceed \$67,232 to Mock, Roos & Associates, Inc. (Mock Roos), and establishing a construction phase engineering services budget of \$75,000.

GENERAL INFORMATION

Staff received construction bids for replacing both of these force main segments as part of a larger force main construction bid in late January 2013. The Town only received one (1) bid for the bundled force main projects and that bid far exceeded the sum of the proposed budgets.

Staff met with the pre-qualified underground utility contractors once the bids were rejected at the February 2013 Town Council meeting in order to gather feedback on reducing the construction costs. The plans for the A-7 and Pinewalk Force Main Replacement Project were updated based on comments from the pre-qualified underground utility contractors and were bid as a separate project.

In a companion Town Council item, staff will be recommending Town Council award the construction contract to the lowest responsive bidder.

The construction administration services will include shop drawing reviews, site visits, maintaining daily reports, progress photos, scheduling, conducting and preparing meeting minutes, and assisting Town staff with onsite observations and inspections, etc.

Staff has negotiated a Construction Phase Engineering Services proposal with Mock Roos in the amount of \$67,232. Staff also recommends a contingency of \$7,768 for a total construction phase engineering services budget of \$75,000.

FUNDING/FISCAL IMPACT

Funding for this project is fully contained within the Town's Accelerated Capital Improvement Program.

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
William K. Francis, P.E., Town Engineer
Charles R. Langley, P.E., Senior Project Engineer
Doug Terry, Water Resources Division Manager
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 89-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A CONSTRUCTION PHASE ENGINEERING SERVICES PURCHASE ORDER IN AN AMOUNT NOT-TO-EXCEED \$67,232 TO MOCK, ROOS & ASSOCIATES, INC., FOR THE A-7 AND PINEWALK FORCE MAIN REPLACEMENT, AND ESTABLISHING A CONSTRUCTION PHASE BUDGET OF \$75,000.

* * * * *

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 Mock, Roos & Associates, Inc., in an amount not-to-exceed \$67,232 for the A-7 and Pinewalk Force Main Replacement Project, and establishes a construction phase budget of \$75,000.

Section 2. The Town Manager is hereby authorized and directed to execute this purchase on behalf of the Town of Palm Beach for this improvement.

Section 3. The Town Manager, or his designee, is hereby authorized and directed 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 11th day of June 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

MOCK • ROOS
ENGINEERS • SURVEYORS • PLANNERS

May 23, 2013

Mr. Chuck Langley, P.E.
Town of Palm Beach
P.O. Box 2029
Palm Beach, FL 33480-2029

Ref. No.: B2008.10
Subject: Professional Construction Phase Services
for the A-7 and A-4 (Pinewalk) Forcemain Replacement Projects

Dear Mr. Langley:

We are submitting the attached *Proposal To Provide Construction Phase Services for the A-7 and A-4 (Pinewalk) Forcemain Replacement Projects*. Please review the attached documents and return one signed copy of the *Proposal* to our office as our authorization to proceed with the Scope of Services outlined in the proposal.

We will provide the Scope of Services on an hourly basis, plus reimbursable expenses. We anticipate the total fee to provide the Scope of Services will be \$67,232.

If you have any questions please contact me at 683-3113, extension 293. Thank you for using Mock•Roos on this project. We look forward to working with you.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.

Garry G. Gruber, P.E.
Vice President

GGG:cbm
Enclosure
Copies: Bookkeeping

L:\mk\B2008.10\hr01ggcm.docx

Mock, Roos & Associates, Inc.

5720 Corporate Way, West Palm Beach, Florida 33407-2066, (561) 683-3113, fax 478-7248

Proposal To Provide Construction Phase Services For the A-7 and A-4 (Pinewalk) Forcemain Replacement Projects

Services to be provided by: Mock•Roos

Services provided to ("Town"): Town of Palm Beach

Proposal Date: May 23, 2013

Proposal Terms

A. Project Description:

The Town of Palm Beach is moving forward with construction of the A-7 and A-4 (Pinewalk) forcemain replacement projects during the summer/fall of 2013. Mock•Roos will provide the professional services as outlined under **B. Scope of Services** below.

B. Scope of Services:

1. Pre-Construction Activities

- a. Provide the Contractor with up to 4 sets of Conformed Contract Documents for the Contractor to review and for use during construction, 3 signed and sealed sets of Construction Drawings for use in Contractor's Permit Application and Records, and provide one CD containing the Project AutoCAD (version 2013) drawings for the contractor's use preparing Record Drawings (one CD to the Town and 1 signed and sealed set of specifications and drawings to the Town).
- b. Conduct a Pre-Construction meeting with the Contractor and the Town. Prepare and distribute the pre-construction meeting minutes.
- c. Provide Mock•Roos staff to review Contractor's fabrication shop drawing and engineering submittals for conformance with the Contract Documents. Up to two reviews per shop drawing submittal are included to address comments as appropriate. Provide hard copies with a submittal log to the Contractor and Town.

2. Construction Activities

- a. Coordinate construction start and initial project schedule with the Town and Contractor.
- b. Attend bi-monthly construction meetings between the Contractor, the Town, and Mock•Roos during the construction period. Prepare and distribute meeting minutes taken at bi-monthly construction meetings. It is assumed that bi-monthly meetings will typically be held onsite.
- c. Attend periodic meetings as requested by the Town during the project.

- d. Provide a Mock•Roos field representative to perform site observations of the Contractor's Work delineated in the construction drawings (A-7 Mock•Roos Dwg. No. 43-43-26-17, dated December 2012 and A-4 Mock•Roos Dwg. No. 43-43-23-08, dated December 2012) during the construction period. Prepare and review Mock•Roos field observation reports.
- e. Review, recommend, and prepare minor field directive changes, as requested by the Contractor or the Town. Services related to major changes or change order proposals will be negotiated at that time.
- f. Attend monthly onsite pay application review meetings between the Contractor (meetings are anticipated to coincide with the construction meetings), Contractor's subcontractors, Mock•Roos, and the Town. Provide review and payment recommendations for the Contractor's monthly pay applications and one final pay application.
- g. Perform substantial completion walk-through(s) with the Contractor, Mock•Roos, and the Town. Prepare and distribute the EJCDC "substantial completion statements" and associated punch lists.
- h. Perform one "final completion walk-through" with the Contractor, Mock•Roos, and the Town.

4. Post Construction Activities

- a. Provide Mock•Roos staff to review and distribute closeout package provided by the contractor, including test data, densities, submittals, applicable permit(s).
- b. Review Contractor's record drawing submittal to check for conformance with the Contract Documents and the design intent.
- c. Assist the Town with DOT and Palm Beach County Health Department Permit Closeout.
- d. Coordinate construction closeout with the Contractor and Town.

C. Additional Services:

- 1. Any services not included in the Scope of Services will be considered Additional Services.
- 2. Additional Services can be provided upon Mock•Roos receiving a revised scope of services and approved change order from the Town.

D. Fees and Rates:

- 1. The total fee to provide the Scope of Services on an hourly basis with a not to exceed fee of \$67,232.
- 2. Mock•Roos can provide Additional Services at the Mock•Roos hourly rates in effect at that time, plus any reimbursable expenses, or for an agreed upon lump sum fee.

E. Conditions:

- 1. All terms become valid upon Mock•Roos receiving one complete copy of this proposal within 30 days of its date.

2. In case of discrepancies, the terms of this proposal supersede those of previous agreements.

F. Acceptance and Authorization to Proceed:

1. This proposal is acceptable and Mock•Roos has authorization to proceed with the Scope of Services. This authorization becomes valid upon Mock•Roos receiving a Purchase Order for these services.

MOCK•ROOS

Signed: ✓ 5/23/13

Name: Garry G. Gruber, P.E.

Title: Vice President

Date: May 23, 2013

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 90-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order Increase to Kimley-Horn and Associates, Inc., in an Amount Not-to-Exceed \$15,900 for Additional Design Services for the Pump Station A-39, A-41, A-42 and A-43 Generator Replacement and Establishing a Design Phase Budget of \$50,000.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated May 23, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 90-2013
- KHA Scope of Services

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

TO: Mayor and Town Council

VIA: Peter B. Elwell, Town Manager

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

RE: Request for Additional Design Phase Funding for the Pump Stations
A-39, A-41, A-42 and A-43 Generator Replacement
Accelerated Capital Improvement Program
Resolution No. 90-2013

DATE: May 23, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 90-2013 approving a purchase order increase for additional design phase services to the existing contract for the Pump Stations A-39, A-41, A-42 and A-43 Generator Replacement. These additional design services will increase existing Purchase Order No. 130624 to a not-to-exceed amount of \$45,100, with a total design phase budget of \$50,000.

GENERAL INFORMATION

At the December 11, 2012, Town Council Meeting, the Council via Resolution No. 167-2012, authorized a design contract with Kimley-Horn and Associates, Inc. for the replacement of the emergency generators at Pump Stations A-39, A-41, A-42, and A-43. Upon review of the project, it was determined that the design scope should be extended to include additional improvements to the project. The additional improvements include the replacement of the compressed air system which is used to operate the air storage tank at Pump Station A-39, replacing the old service vault with a pad mount transformer at Pump Station A-39, and upgrading the electrical service at Pump Station A-41.

Town staff recommends authorizing the extension of the design scope to Kimley-Horn and Associates, Inc. The project is to be completed during the 2013 construction season during the Pump Stations A-39, A-41, A-42, and A-43 Improvements project.

FUNDING/FISCAL IMPACT

Funding for this project is fully contained within the Town's Accelerated Capital Improvement Program.

The original authorization via Resolution No. 167-2012 was for a purchase order not-to-exceed \$29,200 and a design phase budget of \$33,000. With the expanded scope recommended in this memorandum, the purchase order will be increased to not-to-exceed \$45,100 with a design phase budget of \$50,000.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

This proposed resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachment

cc: Eric B. Brown, P.E., Assistant Director of Public Works
William K. Francis, P.E., Town Engineer
Jeffrey M. Sanon, P.E., Project Engineer
Doug Terry, Water Resources Division Manager
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 90-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER INCREASE TO KIMLEY-HORN AND ASSOCIATES, INC., IN AN AMOUNT NOT-TO-EXCEED \$15,900 FOR ADDITIONAL DESIGN SERVICES FOR THE PUMP STATION A-39, A-41, A-42 AND A-43 GENERATOR REPLACEMENT AND ESTABLISHING A DESIGN PHASE BUDGET OF \$50,000.

* * * * *

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 increase to Kimley-Horn and Associates, Inc., in an amount not-to-exceed \$15,900 for additional design phase services for the Pump Station A-39, A-41, A-42 and A-43 Generator Replacement and establishes a design phase budget of \$50,000.

Section 2. The Town Manager is hereby authorized and directed to execute a contract on behalf of the Town of Palm Beach for these services.

Section 3. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the completion of the said project, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on this 11th day of June, 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member



Kimley-Horn
and Associates, Inc.

February 28, 2013

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

■
Suite 200
1920 Wekiva Way
West Palm Beach,
Florida
33407

Re: Generator Replacements at Sanitary Pumping Stations A-39, A-41, A-42,
and A-43 – Additional Services

Dear Jeff,

Kimley-Horn and Associates, Inc. ("KHA" or "CONSULTANT") is pleased to submit this scope of services to the Town of Palm Beach ("TOWN" or "CLIENT") for providing additional professional engineering services related to the generator replacements at sanitary pumping stations A-39, A-41, A-42, and A-43 in Palm Beach. Our project understanding, scope of services, and fee follows.

Project Understanding

Since the time KHA was originally authorized to perform the engineering services related to the replacement of the standby generators at sanitary pumping stations A-39, A-41, A-42 and A-43 additional services that were not accounted for in the original proposal were requested by the Town. A summary of these requested services follows below.

We understand that the Town would like to improve the A-39 compressed air system similar to the proposed improvements at A-7 pump station which utilize rotary screw compressors and operate the air storage tank at approximately 125psi. It is understood that the air storage tank was recently replaced and is to remain in service.

While on site for the preliminary site visit at A-39 the FPL service vault was discussed. The vault enclosure is currently covered by chain link fence and open to the environment. The Town requested that we coordinate with FPL to determine the feasibility of replacing the service vault with a pad mount transformer located in front of the station. The benefit of replacing the vault would be that new, more reliable electrical equipment would be serving the station and the additional space that is currently housing the vault could be used

■
TEL 561 845 0665
FAX 561 863 8175



for the location of the new generator or additional storage. No change in the electrical service rating would be required or proposed.

During the preliminary site visit at A-41 Pump Station it was found that the existing electrical service is 240V, 3 phase, closed delta. This electrical service is no longer supported by FPL and in the event of storm damage it will significantly delay their ability to get the station back on line. The FPL standard service for 240V, three phase power utilizes an open delta which is more limited and will not be sufficient for the existing electrical loads at this station which include three 25hp motors. It is recommended to upgrade the electrical service to 480V three phase power. This will reduce the size of the electrical conductors and the new standby generator. A new pump control panel will replace the existing 240V motor starters.

Scope of Services

Task 1 – A-39 Compressed Air System Improvements

KHA will perform design services to prepare construction plans and specifications for the replacement of the air compressors and associated ancillary improvements to the compressed air system (regulators, air piping) at A-39 pump station.

During the development of the construction plans and specifications, Kimley-Horn will perform the following services:

- Perform one site visit to gather information to complete design.
- Review the Town's compressor operations data to determine the air demand at A-39.
- Perform air compressor selection.
- Prepare ventilation system design for the compressors.
- Prepare air compressor room demolition plan.
- Prepare air compressor room and piping plan.
- Perform air regulator selection.
- Prepare compressed air piping diagram.
- Prepare compressed air system specification.

The plans and specifications will be incorporated into the Generator Replacement Construction Documents.



Electrical plans and specifications will be prepared by a subconsultant employed by Kimley-Horn.

Task 2 - A-39 Electrical Service Upgrade

KHA will employ the services of Bailey Engineering Consultants for the electrical upgrades which will consist of the following:

- Electrical design and coordination associated with the upgrade of the existing FPL vault service to FPL pad mounted transformer.

Task 3 - A-41 Electrical Service Upgrade

KHA will employ the services of Bailey Engineering Consultants for the electrical upgrades which will include the following:

- Electrical design associated with the upgrade of the existing FPL service (240V, 3-phase, closed delta) to FPL pad mounted transformer supply (480V, 3-phase, 3 wire).
- Electrical design associated with the upgrade of the existing controls and power to standard 480V, 3-phase duplex pump station with MultiSmart Controls.

The plans and specifications will be incorporated into the Generator Replacement Construction Documents.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Town, will be considered additional services. Additional services we can provide include, but are not limited to, the following:

- Surveying and Mapping
- Easement Descriptions
- Geotechnical Investigation
- Construction Phase Services



Information Provided By the Town

We shall be entitled to rely on the completeness and accuracy of all information provided by the Town. The Town shall provide all information requested by KHA during the project, including but not limited to the following:

1. Access to the site.
2. Record drawings and data for the existing stations.
3. Existing Air Compressor run time data
4. Existing Air Compressor cuts sheets

Schedule

We will provide our services as expeditiously as practicable to meet the mutually agreed upon schedule.

Fee and Billing

KHA will perform the services described in this Scope of Services for Tasks 1 and 3 on an hourly basis in accordance with our Contract with the Town. The following budgets are recommended to be established for the project:

Task 1 – A-39 Compressed Air System Improvements	\$9,000.00
Task 2 – A-39 Electrical Service Upgrade	\$1,500.00
Task 3 – A-41 Pump Control Panel and Electrical Service Upgrade	\$5,400.00
Total	\$15,900.00

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., dated January 28, 2010, 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.



If you concur in all the foregoing and wish to direct us to proceed with the services, please notify us by providing a change order to the original purchase order that was issued for the initial scope of work.

We appreciate the opportunity to offer these services to you.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Kevin Schanen, P.E.
Vice President

Attachments – Fee Breakdown

PROJECT:		Generator Replacement at A-39, A-41, A-42, and A-43 - Additional Services										SHEET 1 of 1	
CLIENT:		Towns of Palm Beach										FILE NO	
ESTIMATOR:		Jason Lee										DATE: 02/28/13	
DESCRIPTION: See Scope of Services		ALLOCA										0.0810	
		DIRECT LABOR (MAN-HOURS)											
		P8 PM (JEP)	P7 PM (KMS)	P5 Mech. (JL)	P4 Engineer (FH)	P2 Analyst (JF)	D8 Designer (AB)	P2 Drafting (SB)	N6 Clerk (DC)	SUB (Bailey)	COMP	EXP	LINE TOTAL
Task 1 Compressed Air System													
Site Visit													\$0
				4.5									\$0
Determine Existing Air Demand			1.0	14.0									\$596
Compressor Ventilation				4.0									\$2,034
Construction Plans													\$530
Demolition													\$0
Compressor Room Plan				1.0					5.0				\$569
Air Piping Diagram				1.0	2.0				8.0				\$1,143
Construction Details				1.0	3.0				4.0				\$926
Electrical Plans				2.0	2.0				8.0			1200.0	\$963
Technical Specifications				1.0	3.0						3.0		\$1,465
													\$826
Task 2 A-39 Electrical Service													\$0
Electrical Service Upgrade					2.0							1200.0	\$1,465
													\$0
Task 3 A-41 Electrical Service													\$0
Electrical Service Upgrades					2.0							1200.0	\$1,465
Pump Control Panel				4.0								3400.0	\$3,930
													\$0
													\$0
TOTAL HOURS		0	4	44	0	0	0	25	3	76	0	0	76
LABOR (\$/HOUR)		163.86	165.87	122.58	114.66	84.36	105.27	80.76	76.86	1.00	0.00	0.00	1.0
ALLOCATION		0.00	53.74	431.91	0.00	0.00	0.00	163.54	18.68	0.00	0.00	0.00	0.00
TOTALS		0.00	717.22	5,764.14	0.00	0.00	0.00	2,182.54	249.26	7,000.00	0.00	0.00	\$15,913

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 91-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in an Amount Not-to-Exceed \$9,972 to Mock, Roos & Associates, Inc., for Design and Bid Phase Services to Abandon Existing Corrugated Pipes in Lakeside Park, and Establishing a Design and Bid Phase Services Budget of \$11,000.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated May 22, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 91-2013
- Proposal to Provide Design and Bid Services for the Lake Drive Stormwater Pipe Abandonment Project

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

TO: Mayor and Town Council

VIA: Peter B. Elwell, Town Manager

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

RE: Approving a Purchase Order for Design and Bid Phase Services to Abandon Existing Corrugated Pipes in Lakeside Park
Accelerated Capital Improvement Program
Resolution No. 91-2013

DATE: May 22, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 91-2013 approving a purchase order for Design and Bid Phase Services to abandon existing corrugated pipes in Lakeside Park in an amount not-to-exceed \$9,972 to Mock, Roos & Associates Inc., and establishing a design and bid phase services budget of \$11,000.

GENERAL INFORMATION

As part of the Stormwater Corrugated Metal Pipe Replacement Project, those pipes that were identified as deteriorating corrugated pipes by Public Works and the Town's Consultant were either repaired via lining or were removed and replaced in the summer of 2012.

During a separate project, the D15 (D6 & D7) Pump Station Rehabilitation, the Pump Station contractor had identified potential corrugated metal pipes that did not appear to be abandoned properly. At the time, Town staff and the contractor could not identify the limits or the number of pipes that should have been abandoned. The D15 (D6 & D7) Pump Station project was on a time sensitive schedule. Town staff consulted with the project's Engineer, and the recommendation was to address the corrugated pipe the following summer.

We have negotiated a design and bid phase contract with Mock, Roos & Associates, Inc., in the amount of \$9,972. Staff also recommends a contingency of \$1,028 resulting in a total estimated project budget of \$11,000.

FUNDING/FISCAL IMPACT

Funding for this project is fully contained within the Accelerated Capital Improvement Program.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

This proposed resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachment

cc: Jane Struder, Finance Director
Eric B. Brown, P.E., Assistant Director of Public Works
William K. Francis, P.E., Town Engineer
Michael Roach, P.E., Project Engineer
Doug Terry, Water Resources Division Manager
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 91-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER IN AN AMOUNT NOT-TO-EXCEED \$9,972 TO MOCK, ROOS & ASSOCIATES, INC., FOR DESIGN AND BID PHASE SERVICES TO ABANDON EXISTING CORRUGATED PIPES IN LAKESIDE PARK, AND ESTABLISHING A DESIGN AND BID PHASE SERVICES BUDGET OF \$11,000.

* * * * *

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 Mock, Roos & Associates, Inc., in an amount not-to-exceed \$9,972, for design and bid phase services to abandon existing corrugated pipes in Lakeside Park and establishes a design and bid phase services budget of \$11,000.

Section 2. The Town Manager is hereby authorized and directed 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 and directed 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 11th day of June 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

MOCK • ROOS
ENGINEERS • SURVEYORS • PLANNERS

May 14, 2013

Mr. Michael Roach, P.E.
Town of Palm Beach
P.O. Box 2029
Palm Beach, FL 33480-2029

Ref. No. B3007.00
Subject: Design and Bid Services for the Lake Drive Stormwater Pipe Abandonment Project

Dear Mike:

We are submitting the attached *Proposal To Provide Design and Bid Services for the Lake Drive Stormwater Pipe Abandonment Project*. Please review the attached proposal and return one signed copy to our office as our authorization to proceed with the Scope of Services outlined in the proposal.

We will provide the Scope of Services on an hourly not to exceed basis with an estimated upper fee limit of \$9,972.

If you have any questions please contact me at 683-3113, extension 293. Thank you for using Mock•Roos on this project. We look forward to working with you.

Sincerely,

MOCK ROOS & ASSOCIATES, INC.

Garry G. Gruber, P.E.
Vice President

GGG:jeh
Enclosure
Copies: William Francis
Bookkeeping

L:\mk\B3007.00\hr01ggjh.docx

Mock, Roos & Associates, Inc.

5720 Corporate Way, West Palm Beach, Florida 33407-2066, (561) 683-3113, fax 478-7248

Proposal to Provide Design and Bid Services for the Lake Drive Stormwater Pipe Abandonment Project

Services to be provided by: Mock•Roos

Services provided to (Client): Town of Palm Beach

Proposal Date: May 14, 2013

Proposal Terms

A. Project Understanding:

During the construction of the D15, D6 & D7 Stormwater Pump Station Rehabilitation Project several pipes were encountered during construction excavation that appeared to be in a sever state of disrepair. Based on the Town Atlas, there are four pipes connections that are abandoned along Lake Drive west of structures 1253, 1389, 1456, and 1461. The Town desires to develop construction documents and negotiate with one of their pre-qualified contractors to confirm that the pipes are abandoned and then to grout the abandoned pipes in place. Mock•Roos will perform services as outlined in **B. Scope of Services** below.

B. Scope of Services:

1. Attend a kick-off meeting with Town staff to review the scope of the project, general location of pipes, and obtain the Town's input regarding expectations for the project.
2. Perform a site visit to document current site conditions.
3. Review existing Mock•Roos files, review "Town Atlas", and coordinate with Town staff to obtain existing underground utility information to be included on Construction Drawings.
4. Retain the services of a Utility Location Service to provide additional information (up to 6 vacuum excavations) on anticipated utility conflicts and to determine the existing pipe depth and material.
5. Prepare 90% contract documents for the portion of the pipeline to be grouted in place. These documents will generally consist of construction drawings (a cover sheet, location sheet, plan sheets, and construction details), technical specifications for implementing the pipe grouting, an Engineers Opinion of Probable Construction Cost, and a schedule of values.
6. Attend one meeting with Town to review progress documents. Incorporate comments.

7. Incorporate comments from the progress review meeting and provide the Town with a master set of reproducible 100% drawings and/or an electronic PDF file for Town's use in negotiating the work from Town's list of prequalified contractors.
8. Provide negotiation services. The Town will award the construction project to one of its five pre-qualified contractors – no formal bid advertisement process will be used for award of this project. Negotiation services may include: providing copies of documents, responding to RFIs, review submitted bids and providing a letter of recommendation of award.

C. Additional Services:

1. Any services not included in the Scope of Services will be considered Additional Services.
2. Any design changes, schedule changes, drawing changes, or other project changes requested by Client will be considered Additional Services.
3. Additional Services can be provided upon Mock•Roos receiving signed authorization from Client.

D. Fees and Rates:

1. We will provide the Scope of Services on an hourly not to exceed basis with an estimated total of \$9,972.
2. Mock•Roos can provide Additional Services at the Mock•Roos rates in effect at that time, plus any reimbursable expenses, or for an agreed upon lump sum fee.

E. Conditions:

1. All terms become valid upon Mock•Roos receiving one complete copy of this proposal within 30 days of its date.
2. This proposal serves as a supplement to the general agreement between Mock•Roos and Client dated January 22, 2010.
3. In case of discrepancies, the terms of this proposal supersede those of previous agreements.

F. Acceptance and Authorization to Proceed:

1. This proposal is acceptable and Mock•Roos has authorization to proceed with the Scope of Services. This authorization becomes valid upon Mock•Roos receiving a Purchase Order for these services.

MOCK•ROOS

Signed:  5/14/13

Name: Garry G. Gruber, P.E.

Title: Vice President

Date: May 14, 2013

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 92-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Execution of an Interlocal Agreement Between the Town of South Palm Beach, Town of Manalapan and the Town of Palm Beach for Work Required for the Interconnect to the Town of Palm Beach A-42 to A-41 and Par 3 to A-39 Force Main Replacement Project.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated May 24, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 92-2013
- Interlocal Agreement

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Approve Interlocal Agreement with South Palm Beach and Manalapan for
Force Main Interconnect
Resolution No. 92-2013

Date: May 24, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 92-2013 authorizing the Mayor to execute an Interlocal Agreement between the Towns of Palm Beach, South Palm Beach and Manalapan for the construction of a force main interconnect as part of the A-42 to A-41 and Par 3 to A-39 Force Main Replacement Project.

GENERAL INFORMATION

At the February 26, 2013 Public Works Committee meeting, staff presented the request by the Towns of South Palm Beach and Manalapan to have their joint force main interconnected to the Town's new force main as part of the A-42 to A-41 and Par 3 to A-39 Force Main Replacement Project. The request was based on having an alternative solution for the South Palm Beach and Manalapan should there be a failure in the Lake Worth system.

At the March 14, 2013 Town Council meeting, Town Council approved Resolution 42-2013 authorizing the Town of South Palm Beach and the Town of Manalapan to connect to the Town's system. Attached is the Interlocal Agreement for the construction of the force main interconnect as part of the A-42 to A-41 and Par 3 to A-39 Force Main Replacement Project. South Palm Beach and Manalapan have executed their portions of the agreement.

The interconnect was bid as part of the Town's force main project and the cost provided is based on those unit bid prices. The interconnect cost is \$32,732, with a 10% construction contingency for a project budget of \$36,005 (with SOUTH PALM paying \$24,483.40 (68%) and MANALAPAN paying \$11,521.60 (32%). There is no cost to the Town.

Staff recommends that Town Council approve entering into the Interlocal Agreement with the Town of South Palm Beach and the Town of Manalapan. Staff will bring to Town Council prior to the end of the project construction a separate Bulk Wastewater Use Interlocal Agreement to address their disposal of wastewater in case of emergency.

FUNDING/FISCAL IMPACT

There is no fiscal impact to the Town.

TOWN ATTORNEY REVIEW

This resolution has been reviewed by the Town Attorney and approved for legal form and sufficiency.

Attachments

cc: Jane Struder, Director of Finance
Eric B. Brown, P.E., Assistant Director of Public Works
William K. Francis, P.E., Town Engineer
John C. Randolph, Town Attorney
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 92-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF SOUTH PALM BEACH, TOWN OF MANALAPAN AND THE TOWN OF PALM BEACH FOR WORK REQUIRED FOR THE INTERCONNECT TO THE TOWN OF PALM BEACH A-42 TO A-41 AND PAR 3 TO A-39 FORCE MAIN REPLACEMENT PROJECT.

* * * * *

WHEREAS, the Town of South Palm Beach and the Town of Manalapan had requested its joint force main be interconnected with the Town of Palm Beach (TOWN) force main in the project area of Pump Station A-42, and it is in the public's interest that the TOWNS cooperate on the installation; and

WHEREAS, the TOWN is able to install said joint force main interconnect more economically than the Town of South Palm Beach and the Town of Manalapan and is therefore undertaking the construction of the interconnect task; and

WHEREAS, Town of South Palm Beach and the Town of Manalapan has agreed to reimburse the TOWN in the amount of the actual costs of the force main interconnect, with the work to be undertaken by the Town's contractor and subcontractors, and that the estimated cost to effectuate the force main interconnect is estimated at \$32,732, with a project budget of \$36,005 (with SOUTH PALM paying \$24,483.40 (68%) and MANALAPAN paying \$11,521.60 (32%)) with funds coming from the Town of Palm Beach Accelerated Capital Improvement fund; and

WHEREAS, the parties mutually recognize the need to execute an Interlocal Agreement setting forth the responsibilities of each party.

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

Section 1. The foregoing recitals are hereby ratified and confirmed.

Section 2. The Mayor is hereby authorized to execute the Interlocal Agreement between the Town of South Palm Beach, the Town of Manalapan and the Town of Palm Beach for payment by the Town of South Palm Beach and the Town of Manalapan to the Town of Palm Beach for the force main interconnect.

Section 3. A copy of the Interlocal Agreement is attached hereto as Exhibit “A” and is hereby incorporated within this Resolution and made a part hereof.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 11th day of June 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

INTERLOCAL AGREEMENT REGARDING FORCE MAIN INTERCONNECT

THIS AGREEMENT made and entered into by and between the **TOWN OF PALM BEACH, FLORIDA**, hereinafter referred to as the "TOWN," and the **TOWN OF SOUTH PALM BEACH "SOUTH PALM" AND THE TOWN OF MANALAPAN "MANALAPAN"**, FLORIDA, hereinafter referred to as "**SOUTH PALM** and **MANALAPAN**."

WITNESSETH:

WHEREAS, the TOWN, within its Accelerated Capital Improvement Program, is undertaking the replacement of its force main infrastructure due to its age, level of observed deterioration, and risk of pipeline failure; and

WHEREAS, the TOWN's Pump Station A-42 to Pump Station A-39 Force Main Improvements project, which extends from 1000' south of Lake Avenue north to Phipps Ocean Park along SR A1A South Ocean Boulevard is on a fast-track schedule for completion by November 30, 2013 (the "TOWN Project"); and

WHEREAS, within the 2-mile corridor of the Town Project SOUTH PALM and MANALAPAN desire to have an interconnect to the TOWN's Force Main and Sanitary Gravity Sewer Main near the A-42 Pump Station (the "Work"); and

WHEREAS, SOUTH PALM, MANALAPAN and the Town have agreed to work in close cooperation with each other in an attempt to reduce costs and provide the best possible service; and

WHEREAS, SOUTH PALM, MANALAPAN and the Town have agreed that it is in the best interests of both entities to have the TOWN accomplish the Interconnect in conjunction with the TOWN Project; and

WHEREAS, SOUTH PALM, MANALAPAN and the Town desire to enter into an Interlocal Agreement to accomplish the Interconnect by the TOWN's Contractor with the TOWN directly managing the project with monitoring and oversight of the Interconnect by the TOWN; and

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, this Agreement will provide for the duties and responsibilities of the parties in this matter;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

- I. The above recitations are true and correct.

2. Cost Estimate. The TOWN estimates that the cost to perform the Work will not exceed Thirty Six Thousand Five Dollars (\$36,005) in total, including a ten percent (10%) contingency (Exhibit A).
3. Funding of Work. Upon full execution of this Agreement, SOUTH PALM and MANALAPAN agree to pay the TOWN, within ten (10) business days, the total estimated costs of \$36,005.00 with SOUTH PALM paying \$24,483.40 (68%) and MANALAPAN paying \$11,521.60 (32%). This amount may be adjusted in case of an approved Change Order agreed to in writing by the TOWN, SOUTH PALM AND MANALAPAN, as provided in this Agreement. In case a change order is agreed to by all three (3) parties, SOUTH PALM shall pay 68% of that amount and MANALAPAN shall pay 32%. If the escrowed amount of \$36,005 is insufficient to cover the actual costs of the Work, the Town shall immediately notify the SOUTH PALM and MANALAPAN in writing of any estimated shortfall.
4. Contractor. The TOWN will utilize the Town's contractor ("Contractor") currently under contract for the TOWN Project, to perform the Work.
5. Contract. The Work will be incorporated into the TOWN's current contract with its Contractor for the TOWN Project. The TOWN's Contractor shall execute the Work in accordance with the TOWN's standards and to meet all applicable federal, state and local regulations.
6. Progress Meeting. The TOWN will invite SOUTH PALM and MANALAPAN's representative to all progress meetings relating to the Work.
7. Administration of Work. The TOWN will administer the TOWN's Contractor's progress. The TOWN, or its designee, will provide all observations, inspection, and certification associated with the Work. The TOWN shall be responsible for ensuring that the Work is completed in a manner acceptable to the TOWN.
8. Change Orders. As a condition of this Agreement, SOUTH PALM and MANALAPAN shall have the right to review and approve, in writing, any Change Orders between the TOWN and its Contractor, as it relates to any additional costs of the Work. SOUTH PALM and MANALAPAN shall have no obligation to fund any Change Order increasing the costs of the Work which was not approved in advance by SOUTH PALM and MANALAPAN.
9. Final Accounting. Upon completion of the Work, the TOWN shall, within no more than ninety (90) days, furnish the SOUTH PALM and MANALAPAN with a final and complete accounting of all costs incurred in connection with the Work performed. All costs, records and accounts shall be subject to audit by a representative of SOUTH PALM and MANALAPAN.

10. Shortfall. Within thirty (30) days of receipt of a final accounting showing a shortfall in funding the costs of the Work, supported by an appropriate Change Order, the SOUTH PALM and MANALAPAN will forward to the TOWN the indicated shortfall amount.
11. Refund. Any monies remaining in the account shall be refunded to SOUTH PALM and MANALAPAN within sixty (60) days of SOUTH PALM and MANALAPAN's receipt of a final accounting of the costs of the Work.
12. Indemnification. Each party shall be liable for its own actions and negligence and, to the extent permitted under Florida law, SOUTH PALM and MANALAPAN shall indemnify, defend and hold harmless the TOWN against any actions, claims or damages arising out of SOUTH PALM and MANALAPAN's negligence in connection with this Agreement, and the TOWN, to the extent permitted by Florida Law, shall indemnify, defend and hold harmless SOUTH PALM and MANALAPAN against any actions, claims or damages arising out of the TOWN's negligence in connection with this Agreement. However, nothing in this paragraph shall be interpreted as a waiver of the TOWN's or SOUTH PALM and MANALAPAN's sovereign immunity or the limitations of liability set forth in Sec. 768.28, Florida Statutes. The TOWN shall ensure that the Contractor hired to perform the work described in this Agreement will indemnify, defend, and hold harmless SOUTH PALM and MANALAPAN against any actions, claims or damages arising out of the Contractor's negligence and shall name SOUTH PALM and MANALAPAN as an additional insured on any certificates of insurance provided to the TOWN in connection with the Work.
13. Third Party Beneficiary. The TOWN agrees that SOUTH PALM and MANALAPAN shall be a third party beneficiary of all required performance bonds and/or guaranties obtained by the TOWN in connection with the Work.
14. Notice. All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

SOUTH PALM: Town Manager
Town of South Palm Beach
3577 South Ocean Boulevard
South Palm Beach, FL 33480

MANALAPAN: Town Manager
Town of Manalapan
600 South Ocean Boulevard
Manalapan, FL 33462

With copy to: Town Attorney for
South Palm Beach and Manalapan
Corbett , White and Davis, P.A.
1111 Hypoluxo Road, Suite 207
Lantana, Florida 33462

Town: Director of Public Works
Town of Palm Beach
P.O. Box 2029
Palm Beach, Florida 33480

With copy to: Town Manager
Town of Palm Beach
P.O. Box 2029
Palm Beach, Florida 33480

15. Default. Should either party to this Agreement determine that the other is in default of any of the terms and conditions of this Agreement, written notice shall be given by the non-defaulting party allowing the defaulting party thirty (30) days from the date of receipt of such written notice to cure the defaults. Prior to the initiation of any legal proceedings between the parties, the parties shall comply with any state laws related to resolving disputes between local governments. In the event of default by either party to this Agreement, both parties shall have all remedies available under the laws of the State of Florida including, but not limited to, injunction to prevent default or specific performance to enforce this Agreement, subject to state law. The rights of the parties shall be considered cumulative and shall not be waived now or in the future by the exercise of any rights and remedies provided under the terms of this Agreement and authorized by law.
16. Disputes. Disputes under this Agreement may be resolved by the TOWN's Authorized Representative and SOUTH PALM and MANALAPAN's Authorized Representative. If such Authorized Representatives are unable to reach a resolution and either party believes that the issue is of sufficient merit, the parties shall select a mediator mutually acceptable to both parties to conduct a non-binding mediation of the issues involved and make a recommendation to both parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that each party shall pay the mediator's fees and costs in equal amounts.
17. Governing Law; Venue; Waiver of Jury. 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 parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. 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.

18. Enforcement Costs. Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms or conditions of this Agreement shall be borne by the respective parties.
19. No Transfer of Power. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. The governing bodies for the Town and City shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.
20. Records. The TOWN and SOUTH PALM and MANALAPAN shall each maintain adequate records pursuant to this Agreement for at least the minimum period required by Chapter 119, Florida Statutes, or four (4) years, or final resolution of matters resulting from any litigation or claim, whichever period is longer. Both parties to this Agreement reserve the right, upon reasonable request and during normal business hours, to have access to such books, records, and documents as required in this section for the purpose of inspection.
21. Amendments. No additions, alterations, or variations from the terms of this Agreement shall be valid, nor can the provisions of this Agreement be waived by either party, unless such addition, alteration, variation or waiver is expressed in writing and signed by the parties hereto.
22. No waiver. Failure(s) to insist on strict performance of any covenant, condition, or provision of this Agreement by a party, its successors and assigns, shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
23. Severability. In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held to be invalid by a court of competent jurisdiction, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

24. Execution. Three (3) originals of this Agreement shall be executed. This Agreement may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.
25. Effective Date. An original counterpart of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida. The provisions of this Agreement shall become effective upon execution and filing with the Clerk of the Court.
26. Exhibits. All Exhibits referenced in this Agreement are incorporated into this Agreement and made a part hereof by this reference.
27. Entirety of Agreement. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, with respect to matters contained herein.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement the date and year last dated below.

TOWN OF PALM BEACH, FLORIDA

By: _____
Gail L. Coniglio, Mayor

Date: _____ 2013.

ATTEST:

TOWN CLERK: Susan Owens

Approved as to Legal Form and Sufficiency

John C. Randolph Date
Attorney for the Town of Palm Beach

TOWN OF SOUTH PALM BEACH

By: _____
Dr. Donald Clayman, Mayor

Date: _____ 2013.

ATTEST:

Town Clerk: Janet Whipple

Approved as to Legal Form and Sufficiency

Bradley W. Biggs Date
Attorney for the Town of South Palm Beach

RECOMMEND APPROVAL:

By: _____

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

TOWN OF MANALAPAN

David Cheifetz, Mayor

Date: _____ 2013.

ATTEST:

Town Clerk: Lisa Petersen

Approved as to Legal Form and Sufficiency

Trela J. White Date
Attorney for the Town of Manalapan

EXHIBIT A**HANDLING OF TOWN OF MANALAPAN AND SOUTH PALM BEACH JOINT
FORCE MAIN CONNECTION TO THE TOWN OF PALM BEACH FORCE MAIN:**

STREET NAME	PROJECT INFORMATION	COST ESTIMATE
SR A1A/S. Ocean Boulevard 1000' South of Lake Avenue	Force Main Interconnect to the Town of Palm Beach Gravity Main North of Pump Station A-42 and to the Town's 12" Force Main North of Lake Worth's Casino South entrance.	\$32,732

** Estimate is based on bids received by the Town as part of the A-42 to A-41 and Par 3 to A-39
Force Main Replacement Bid No. 2013-22.

ESTIMATED COST	\$32,732
10% CONTINGENCY	<u>\$ 3,273</u>
TOTAL PROJECT COST	\$36,005

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 93-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in an Amount Not-to-Exceed \$15,340, to Kimley-Horn and Associates, Inc., for the Pump Stations A-5 and A-6 Miscellaneous Improvements Project, and Establishing a Design and Bid Phase Services Budget of \$18,000.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated May 23, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 93-2013
- KHA Proposal

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

TO: Mayor and Town Council

VIA: Peter B. Elwell, Town Manager

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

RE: Approving a Purchase Order for Design and Bid Phase Services for Pump Stations A-5 and A-6 Miscellaneous Improvements
Accelerated Capital Improvement Program
Resolution No. 93-2013

DATE: May 23, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 93-2013 approving a purchase order for Design and Bid Phase Services for Pump Stations A-5 and A-6 Miscellaneous Improvements in an amount not-to-exceed \$15,340 to Kimley-Horn and Associates, Inc., and establishing a design and bid phase services budget of \$18,000.

GENERAL INFORMATION

Pump Stations A-5 and A-6 have been in service for many years and are in need of improvements to enhance the reliability of the stations, as well as simplify the operation and maintenance of the stations. The improvements include replacement of windows, doors, pumps, wetwell fixtures, interior lighting, ventilation fan, piping, valves, ozonator (odor control), etc.

Town staff recommends awarding the design contract to Kimley-Horn and Associates, Inc. This work is to be completed during the 2013 construction season.

FUNDING/FISCAL IMPACT

Funding for this project is fully contained within the Accelerated Capital Improvement Program.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

This proposed resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachment

cc: Jane Struder, Finance Director
Eric B. Brown, P.E., Assistant Director of Public Works
William K. Francis, P.E., Town Engineer
Jeffrey M. Sanon, P.E., Project Engineer
Doug Terry, Water Resources Division Manager
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 93-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER IN AN AMOUNT NOT-TO-EXCEED \$15,340, TO KIMLEY-HORN AND ASSOCIATES, INC., FOR THE PUMP STATIONS A-5 AND A-6 MISCELLANEOUS IMPROVEMENTS PROJECT, AND ESTABLISHING A DESIGN AND BID PHASE SERVICES BUDGET OF \$18,000.

* * * * *

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 in an amount not-to-exceed \$15,340 to Kimley-Horn and Associates, Inc., for the Pump Stations A-5 and A-6 Miscellaneous Improvements Project, and establishes a design and bid phase budget of \$18,000.

Section 2. The Town Manager is hereby authorized and directed to execute this contract on behalf of the Town of Palm Beach for this improvement.

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 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 11th day of June 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member



March 27, 2013

Mr. Doug Terry
Town of Palm Beach
951 Old Okeechobee Road, Ste. "A"
West Palm Beach, FL 33401

■
Suite 200
1920 Wekiva Way
West Palm Beach
Florida
33411-2410
(561) 845-0665

Re: Pump Stations A-5 and A-6 Miscellaneous Improvements Design Proposal

Dear Doug,

Kimley-Horn and Associates, Inc. ("KHA" or "CONSULTANT") is pleased to submit this proposal to The Town of Palm Beach ("TOWN") for providing professional engineering services related to miscellaneous improvements to the A-5 and A-6 pump stations. Our project understanding, scope of services, schedule, and fee follow.

Project Understanding

The Town has identified the need for several structural, mechanical and electrical improvements at the A-5 and A-6 pump stations. The improvements will enhance the reliability of the stations and will simplify operation and maintenance of the stations.

Based on this understanding, we offer the following Scope of Services.

Scope of Services

Based on our discussions with the Town staff and a visit to each of the stations, the following improvements are desired at each location:

A-5 Pump Station

- Installation of new impact windows and fiberglass doors.
- Replacement of existing main level interior lighting with fluorescent fixtures.
- Replacement of existing wetwell fixtures with explosion proof fixtures.
- Removal of pump #1 and replacement with a pump sized to match pumps #2 and #3. This may involve pump lead replacement and motor overload downsizing.
- Replace existing ventilation fan.





- Replace intake and discharge piping for pump #1 from the wetwell wall sleeve to the manifold header pipe.
- Replace discharge piping for pump #3 including a new check valve. The existing isolation valve is to be reused.
- Replace the existing header pipe ARV and install new ARV in a location that provides access for maintenance from the existing catwalk.
- Replace the dry pit sump pump.
- Replace the wetwell float controls

A-6 Pump Station

- Rehabilitate the existing generator.
- Replace the generator cooling water well pump.
- Installation of new impact windows and fiberglass doors.
- Replacement of existing interior main level lighting with fluorescent fixtures.
- Replacement of existing wetwell fixtures with explosion proof fixtures.
- Replace the existing ozonator.
- Replace discharge piping and valves for pumps #1 through #3 from the pump discharge to the manifold header pipe.
- Replace intake isolation valves for pumps #1 through #3.
- Replace the existing header pipe ARV and install new ARV in a location that provides access for maintenance from the existing catwalk.
- Replace the dry pit sump pump.
- Replace the wetwell float controls.
- Installation of a multismart pump controller and level transducer. Specifications will call for procurement of the controller and transducer only.

KHA will visit both stations to observe the conditions and take measurements that will affect the design of the improvements. The construction documents will be prepared in specification booklet format. Any illustrative details will be developed through the use of photographs or individual detail pages and will be provided as appendices to the specifications. No formal construction drawing package will be provided. KHA will employ the services of a generator technician to perform a diagnostic of the existing generator to determine overhaul requirements to be contained in the project specifications for the A-6 generator work. A two hour generator load bank test can be provided as an optional service. A separate fee for this work has been provided in this proposal for the Town's consideration.

The improvement documents will consist of the following elements:



- Technical specifications
- General description of work to be performed
- Bid Item list
- Measurement and Payment Section
- Notes and Details on photographs to further describe the work

KHA will submit preliminary improvement documents for review and comment by the Town. We will also prepare an Opinion of Probable Construction Cost for the work and submit this to the Town for review. We will meet with the Town to discuss the documents and will incorporate one round of review comments into the final improvement documents.

Because the overall capacity of pump station A-5 will be modified by this work, we will prepare and submit a General Wastewater Collection/Transmission system permit application to the Palm Beach County Health Department. The \$500 permit application fee has been included in this proposal. We will respond to one round of comments from the Health Department during their review of the application.

KHA will perform the following services during the bid phase of the project:

- Prepare documents for bidding (up to 5 hard copies and electronic Adobe Acrobat files)
- Attend the pre-bid meeting
- Answer questions during bid phase if required.
- Review the bid proposal of the apparent low bidder and provide a letter that identifies the lowest responsive, responsible bidder.

It has been assumed that the Town will prepare the “front end” bidding instructions and contract paperwork. Therefore, the preparation of these items is not included in this proposal. We have further assumed that this project will be advertised only to the pre-qualified contractors under an expedited bidding process.

Upon completion of the above scope of services, KHA will prepare a proposal for construction phase services for Town consideration.

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
- Permitting beyond what is described in the Scope of Services

Information and Services 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 KHA by the Town during the project.

- Access to the site.
- Available Record Information.
- Generator fuel for the diagnostic testing and load bank test

Schedule

We will work as expeditiously as practical to meet a mutually agreed upon schedule.

Fee and Billing

KHA 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 \$14,200 be established for this phase of the project excluding the load bank testing. If the Town desires to perform the load bank test, the above fee will need to be increased by \$1,140 to cover 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., dated January 28, 2010, 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.

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 fees described above.



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\General\Schanen\Proposals\Palm Beach\A-5 and A-6 Upgrades\A5-6ImprovementsProposal.docx

PROJECT:	A-5 / A-6 Misc. Improvements										SHEET 1 of 1	
CLIENT:	Town of Palm Beach										FILE NO	
ESTIMATOR:	KMS										DATE: 03/27/13	
											ALLOCA 0.0810	
DESCRIPTION:	DIRECT LABOR (MAN-HOURS)											
See Scope of Services	P7 Sr. Env. (MEK)	P7 PM (KMS)	P8 Q/C Engineer (DWS)	P5 Engineer (JRL)	P3 Env Analyst (BW)	P2 Util Analyst (JF)	D7 Designer (AR)	T7 Field Tech (RC)	CLERK (DC)	SUB	EXP	LINE TOTAL
Site Visit (both Stations)			4.0									\$0
									1.0			\$800
Equipment Manufacturer Coord												\$0
Windows and Doors		1.0				2.0						\$0
Lighting						1.0						\$362
ventilation fan				1.0								\$91
sump pump							0.5					\$133
float controls							0.5					\$46
generator diagnostic		2.0								\$840.00		\$1,199
												\$0
Construction Detail Exhibits												\$0
Window and Door schedules and photos			2.0				4.0					\$723
Piping and ARV Improvements		2.0					6.0					\$906
New Pump setting detail		0.5					1.5					\$226
Misc. Photos to illustrate other work elements (12)		2.0					8.0					\$1,088
												\$0
Technical Specifications												\$0
General Specifications		9.0							2.0	\$500.00		\$2,280
Summary of Work		2.0										\$359
Measurement and Payment		0.5		4.0								\$620
Bid Item List		0.5		1.0								\$222
												\$0
OPC												\$674
Meeting and Address Town Comments (1 round)		2.0		1.0		2.0						\$1,085
FDEP Permit application and 1 round of HD comments		3.0				6.0						\$1,433
		1.0		3.0		3.0			1.0		\$500	\$1,433
												\$0
Bid Phase Services												\$0
Document prep							1.0					\$91
Pre-bid meeting		2.0							1.0			\$442
Bidder questions		3.0		3.0								\$935
review bid proposal and summary memo		2.0							1.0			\$442
												\$0
Optional Service: Generator Load Bank Testing		2.0								\$780.00		\$1,139
												\$0
TOTAL HOURS	0	41	0	13	0	36	0	0	6	2120	500	15,340
LABOR (\$/HOUR)	168.75	165.87	191.82	122.58	101.67	84.36	93.03	95.19	76.86	1.00	1.0	
ALLOCATION	0.00	544.14	0.00	129.08	0.00	242.58	0.00	0.00	37.35	0.00	0.00	
TOTALS	0.00	7,261.87	0.00	1,722.62	0.00	3,237.36	0.00	0.00	498.51	2,120.00	500.00	\$15,340.36

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 94-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order Increase to Mock Roos and Associates, Inc., for the E-3, Garden Road to Tangier Avenue, Force Main Replacement in an Amount Not-to-Exceed \$9,884, and Establishing a Design and Bid Phase Budget of \$11,000.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated May 24, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 94-2013
- Mock Roos Proposal

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Authorize the Modification to the E-3 Force Main Project Scope and Adjust
Project Funding
Accelerated Capital Improvement Program
Resolution No. 94-2013

Date: May 24, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 94-2013 approving a purchase order increase for engineering services on an hourly not-to-exceed basis, in the amount of \$9,884 to Mock Roos and Associates, Inc., for the addition of an unlined portion of the E-2 force main to the E-3 force main lining, establishing a design and bid phase budget of \$11,000 for this additional task.

GENERAL INFORMATION

A project contained within the Accelerated Capital Improvement Program is the replacement of the force main from the E-3 Sanitary Sewer Pump Station on Lake Trail at Garden Road to Cherry Lane. In the design process of the E-3 force main, the design consultant informed Town staff that a small portion of the existing E-2 force main, (approximately 600 linear feet), would be the only section of force main in Town that had not been rehabilitated as part of the Accelerated Capital Improvement Program.

The sewage from the north end of the island cascades from Sanitary Pump Station E-1 to E-2, then to E-3, and finally to the E-6 pump station. Due to the proximity of the E-2 force main and the E-3 force main, staff expects a cost savings by having the Lake Trail portion of the E-2 force main incorporated into the E-3 force main plans, and bid and constructed at the same time. Staff is recommending the project scope to be amended to include the lining of the E-2 force main from El Pueblo Way south to Monterey Road along Lake Trail.

The award of the E-2 force main lining design and bid would be added through a change order to the existing E-3 force main lining design. Bid services were awarded to Mock Roos and Associates, Inc., in February 2013 by Resolution No. 15-2013. Purchase Order No. 130824 will increase from \$21,418 to \$31,302 and the project design and bid budget would increase from \$23,600 to \$34,600.

FUNDING/FISCAL IMPACT

Funding for this project is included in the Accelerated Capital Improvement Program.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

This resolution has been reviewed by the Town Attorney and approved for legal form and sufficiency.

Attachments

cc: Jane Struder, Director of Finance
William K. Francis, P.E., Town Engineer
Jeffrey M. Sanon, P.E., Project Engineer
Michael Roach, P.E., Project Engineer
Douglas Terry, Water Resources Division Manager
Lynda Cummings, Purchasing Agent
John C. Randolph, Town Attorney

RESOLUTION NO. 94-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER INCREASE TO MOCK ROOS AND ASSOCIATES, INC., FOR THE E-3, GARDEN ROAD TO TANGIER AVENUE, FORCE MAIN REPLACEMENT IN AN AMOUNT NOT-TO-EXCEED \$9,884, AND ESTABLISHING A DESIGN AND BID PHASE BUDGET OF \$11,000.

* * * *

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 increase to Mock Roos and Associates, Inc., in an amount not-to-exceed \$9,884 for the E-3, Garden Road to Tangier Avenue Force Main Project and establishes a design and bid phase budget of \$11,000, for this additional task.

Section 2. The Town Manager is hereby authorized and directed to execute a contract on behalf of the Town of Palm Beach for this improvement.

Section 3. The Town Manager, or his designee, is hereby authorized and directed 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 on this 11th day of June, 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

MOCK • ROOS
ENGINEERS • SURVEYORS • PLANNERS

May 24, 2013

Mr. Mike Roach, P.E.
Town of Palm Beach
P.O. Box 2029
Palm Beach, FL 33480-2029

Ref. No.: B2057.10
Subject: E-2 Forcemain Rehabilitation

Dear Mr. Roach:

We are submitting the attached *Proposal To Provide Professional Engineering Services to Prepare Construction Drawings for the Rehabilitation of the E-2 Forcemain between El Pueblo Way and Monterey Road*. Please review the attached documents and return one signed copy of the *Proposal* to our office as our authorization to proceed with the Scope of Services outlined in the proposal.

We will provide the Scope of Services on an hourly basis, plus reimbursable expenses. We anticipate the total fee to provide the Scope of Services will be \$9,884.

If you have any questions please contact me at 683-3113, extension 293. Thank you for using Mock•Roos on this project. We look forward to working with you.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.

Garry G. Gruber, P.E.
Vice President

GGG:jeh
Enclosure
Copies: Bookkeeping

L:\mk\B2057.10\hr01hgdm.docx

Mock, Roos & Associates, Inc.

5720 Corporate Way, West Palm Beach, Florida 33407-2066, (561) 683-3113, fax 478-7248

Proposal To Provide Professional Engineering Services to Prepare Construction Drawings for the Rehabilitation of the E-2 Forcemain Between El Pueblo Way and Monterey Road

Services to be provided by: Mock•Roos

Services provided to ("Town"): Town of Palm Beach

Proposal Date: May 24, 2013

Proposal Terms

A. Project Description:

The Town wants to rehabilitate the 8-inch diameter cast-iron E-2 forcemain from El Pueblo Way west to Lake Trail, then south to Manhole 151A at an alley extension of Monterey Road next to Lake Trail, a total distance of approximately 860 feet. The construction drawings will be incorporated into the E-3 Forcemain Rehabilitation project's contract documents currently being prepared by Mock•Roos under a separate work authorization.

Mock•Roos will provide the professional services as outlined under **B. Scope of Services** below.

B. Scope of Services:

1. Meet with the Town to identify and review existing facility information such as as-built drawings.
2. Prepare a set of construction drawings at a scale of 1" = 40' in plan view only using Palm Beach County aerials and record information obtained from the Town.
3. Review the drawings in the field and update as necessary to reflect existing conditions.
4. Provide copies of the preliminary drawings to the utility companies for the identification of possible conflicts.
5. Ascertain as best possible, the most probable location of pipeline access excavations.
6. Develop a design concept for the repair of drop manhole No. 151A.
7. Prepare specific construction details along with other details needed to define the scope of construction work.
8. Provide copies of the construction drawings to Town staff for review and comments. Review packages will be provided at 50% and 90% complete intervals.

9. Incorporate received comments as appropriate into the final construction drawings and package with E-3 Forcemain Rehabilitation project contract documents.
10. Prepare the Engineer's Opinion of Probable Construction Cost and provide to the Town.
11. Coordinate with Town as necessary throughout project.

C. Additional Services:

1. Any services not included in the Scope of Services will be considered Additional Services.
2. Additional Services can be provided upon Mock•Roos receiving a revised scope of services and approved change order.

D. Fees and Rates:

1. The total fee to provide the Scope of Services is anticipated to be \$9,884.
2. Mock•Roos can provide Additional Services at the Mock•Roos hourly rates in effect at that time, plus any reimbursable expenses, or for an agreed upon lump sum fee.

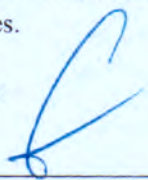
E. Conditions:

1. All terms become valid upon Mock•Roos receiving one complete copy of this proposal within 30 days of its date.
2. In case of discrepancies, the terms of this proposal supersede those of previous agreements.

F. Acceptance and Authorization to Proceed:

1. This proposal is acceptable and Mock•Roos has authorization to proceed with the Scope of Services. This authorization becomes valid upon Mock•Roos receiving a purchase order for these services.

MOCK•ROOS

Signed:  _____

Name: Garry G. Gruber, P.E.

Title: Vice President

Date: May 24, 2013

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 95-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Department of Public Works, Engineering Division, Standards Applicable to Public Rights-of-Way, Amending Chapter 12 Regarding Driveways and Driveway Approaches, Providing an Effective Date.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated May 31, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 95-2013

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Standards Applicable to Public Rights-of-Way – Amending Chapter 12, Miscellaneous Provisions, Driveways and Driveway Approaches
Resolution No. 95-2013

Date: May 31, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 95-2013 amending Chapter 12, Miscellaneous Provisions of the Standards Applicable to Public Right-of-Way and Easements within the Town of Palm Beach, regarding driveways and driveway approaches.

GENERAL INFORMATION

As currently written, the Right of Way manual does not allow corner lot driveways to be located on a “major” roadway if it is possible to locate the driveway on the “minor” roadway.

The manual also does not give any flexibility and any request would have to be brought to the Town Council to be heard. Staff was recently presented with a request for a driveway that was reasonable but was not going to be allowed.

The proposed revision allows an appeal to the Director of Public Works before the applicant appeals to the Town Council. We have also refined the list of major roadways.

The roadways that are considered major roads are as follows:

Bradley Place, Cocoanut Row north of Royal Palm Way, North County Road, North Lake Way south of Mediterranean Road, North Ocean Boulevard south of Mediterranean Road, Slope Trail, South County Road, and South Ocean Boulevard.

FUNDING/FISCAL IMPACT

There is no fiscal impact to the Town.

TOWN ATTORNEY REVIEW

This resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachment

cc: Eric Brown, P.E., Assistant Director of Public Works
Thomas Bradford, Deputy Town Manager
William K. Francis, P.E., Town Engineer
Charles Langley, P.E., Senior Project Engineer
Martin Gauthier, P.E., Project Engineer

RESOLUTION NO. 95-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE DEPARTMENT OF PUBLIC WORKS, ENGINEERING DIVISION, STANDARDS APPLICABLE TO PUBLIC RIGHTS-OF-WAY, AMENDING CHAPTER 12 REGARDING DRIVEWAYS AND DRIVEWAY APPROACHES, PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the Town of Palm Beach, Town Council has authorized the creation of the Department of Public Works Engineering Division Standards Applicable to Public Rights-of-Way and Easements by Ordinance 11-94 on July 12, 1994; and

WHEREAS, the Department of Public Works, Engineering Division, Standards Applicable to Public Rights-of-Way and Easements is reviewed from time to time and may be modified by Resolution of the Town Council; and

WHEREAS, it having been determined that it is necessary to amend Chapter 12, Miscellaneous Provisions, Driveways and Driveway Approaches, said Chapter is hereby amended to read as follows:

Driveways and Driveway Approaches

The Director of Public Works, or his designee, shall review and approve the location of driveways for all properties within the Town of Palm Beach. The siting of these driveways shall conform to the following conditions or criteria:

Corner Lots - For corner lot properties where there is new construction or that are being substantially renovated and which adjoin a major roadway; driveway shall be located on the minor roadway beginning at a minimum distance of 30-feet from the major street curb line or edge of pavement, whichever is greater. Required driveway locations per this section may be appealed pursuant to written request to the Director of Public Works.

Renovations - In instances where an existing property is being renovated and the foot print of the structure and garage is ~~remaining~~ remains the same, driveways leading to the major thoroughfare rather than the side street may be maintained. However, site visibility criteria must be reviewed and that site visibility to the maximum extent possible be established. This may require relocation or elimination of existing walls, fences, trees and/or hedges.

Major Roadways - Major Roadways are defined as: Bradley Place, Coconut Row north of Royal Palm Way, ~~Hibiscus Avenue~~, North County Road, North Lake Way south of Mediterranean Road, North Ocean Boulevard south of Mediterranean Road, Slope Trail, South County Road, ~~South Lake Drive~~, and South Ocean Boulevard.

Driveway Sight Visibility Triangles - Minor Streets - All driveways shall have minimum sight visibility triangles established measuring eight feet by 15 feet on each side of the

driveway. The eight-foot dimension shall be measured perpendicular to the edge of the roadway and the fifteen-foot dimension shall be measured along the roadway from the outside edge of driveway. No obstructions to vision greater than 30 inches or landscaping with a mature height greater than 30 inches allowed within sight triangle.

Driveway Sight Visibility Triangles - Major Streets -When deemed necessary, the Director of Public Works or his designee may require that an engineering analysis be conducted to determine the proper sight visibility triangle or to establish other criteria on a site-specific basis. This includes parcels which are located mid-block on major streets or renovations according to 12.11.2. Sight triangle dimensions which may be utilized for driveways located on major streets are shown in Drawing Number 32, Appendix B, Standard Details or FDOT Standard Index 546 may also be used to determine driveway sight triangle dimensions. Sight triangle dimensions may also be determined based on AAHTO Publication, *A Policy on Geometric Design of Highways and Streets*. No obstructions to vision greater than 30 inches or landscaping with a mature height greater than 30 inches allowed within sight triangle.

Plans Required - A plot plan showing measurements indicating the width of driveway and/or approach(es) and the distance from edge of driveway/approach(es) to property line and a structural drawing of any portion of work done in the right-of-way must be submitted with the application for a right-of-way permit. All driveways shall be a minimum distance of six feet (6') from the property line.

Separation Joint - A separation between that part of the driveway located on private property and that portion of driveway lying within the limits of the right-of-way shall be installed as required by the Town Engineer. This separation may be made with a cold joint, expansion joint, wood strip or other material as may be specified and approved by the Town Engineer.

Curbs Required - Driveways that abut roads without curbs shall, prior to installation of driveway, install a header curb or drop vertical curb across the front of the entire driveway. In addition, driveways of loose gravel shall install, at a minimum, a two foot (2') wide by six inch (6") thick concrete gravel stop across the entire front of the driveway.

Driveway Agreement - If any driveway approach located within the right-of-way is other than plain asphalt or concrete, the property owner must submit a recorded Driveway Agreement before a permit for the work will be issued. A Driveway Agreement is an agreement by a property owner to restore their driveway which lies within a road right-of-way or easement, if said driveway is excavated for public utility or other municipal purposes. The agreement is required to be recorded by the property owner in the Palm Beach County Courthouse with the Clerk of Courts.

Inspections, Form work and other preparation for construction of driveways and approaches within the right-of-way shall be inspected by a Public Works Inspector before laying of asphalt or concrete. A 24 hour notice is required for all Public Works inspections. Public Works Inspectors do not inspect driveways on private property.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 11th day of June, 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 96-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in an Amount Not-to-Exceed \$3,500 to Kimley-Horn and Associates, Inc., for the Seabreeze Avenue Bulkhead Improvements Construction Phase Engineering Services, and Establishing a Construction Phase Budget of \$4,000.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated May 23, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 96-2013
- Proposal - Construction Phase Services Proposal for the Seabreeze Avenue Seawall Repair

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

TO: Mayor and Town Council

VIA: Peter B. Elwell, Town Manager

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

RE: Approval of Construction Phase Engineering Services for the Seabreeze Avenue Bulkhead Improvements
Accelerated Capital Improvement Program
Resolution No. 96-2013

DATE: May 23, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 96-2013, approving a purchase order for the Seabreeze Avenue Bulkhead Improvements Construction Phase Engineering Services in the amount not-to-exceed \$3,500 to Kimley-Horn and Associates, Inc., and establishing a construction phase engineering services budget of \$4,000.

GENERAL INFORMATION

This project provides repairs to the existing bulkhead on Seabreeze Avenue at the Lake Worth Lagoon and raises the bulkhead to match adjacent private bulkheads to reduce flooding and seepage from seasonal high tides.

Staff has negotiated a Construction Phase Engineering Services proposal with Kimley-Horn and Associates, Inc., in the amount of \$3,500. Staff also recommends a contingency of \$500 for a total construction phase engineering services budget of \$4,000.

The design work and bid documents for this project are complete and the project is out to bid. Bids are estimated to be approximately \$25,000 and will not require Town Council approval for issuance of a purchase order.

FUNDING/FISCAL IMPACT

Funding for this project is fully contained within the Town's Accelerated Capital Improvement Program.

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
William K. Francis, P.E., Town Engineer
Charles R. Langley, P.E., Senior Project Engineer
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 96-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A
PURCHASE ORDER IN AN AMOUNT NOT-TO-EXCEED \$3,500 TO
KIMLEY-HORN AND ASSOCIATES, INC., FOR THE SEABREEZE
AVENUE BULKHEAD IMPROVEMENTS CONSTRUCTION PHASE
ENGINEERING SERVICES, AND ESTABLISHING A
CONSTRUCTION PHASE BUDGET OF \$4,000.
* * * * *

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 and Associates, Inc. in a not-to-exceed amount of \$3,500 for the Seabreeze Avenue Bulkhead
Improvements Construction Phase Engineering Services, and establishes a construction phase budget of
\$4,000.

Section 2. The Town Manager is hereby authorized and directed 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 and directed 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 11th day of June 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member



Kimley-Horn
and Associates, Inc.

February 28, 2013

Mr. Chuck Langley
Town of Palm Beach
951 Old Okeechobee Road
Suite A
West Palm Beach, Florida 33401

■
Suite 200
1920 Wekiva Way
West Palm Beach
Florida
33411-2410

Re: Construction Phase Services Proposal for the Seabreeze Avenue Seawall
Repair

Dear Chuck,

Kimley-Horn and Associates, Inc. ("KHA" or "CONSULTANT") is pleased to submit this proposal to The Town of Palm Beach ("TOWN" or "CLIENT") for providing construction phase services for the above referenced project. Our project understanding, scope of services, schedule, and fee follow.

Project Understanding

KHA has provided repair details for the bulkhead located within the Seabreeze Avenue roadway limits (approximately 14 feet long) to the Town. The purpose of the modifications is to raise the wall so that it is no longer the low spot that can be breached and overtopped. In addition, the existing wall is also cracked and is contributing to the on-going water intrusion issues experienced by the bike path adjacent to the bulkhead.

The Town has requested that KHA provide construction phase services during the repair of this bulkhead to assist the Town in documenting the repair procedure. We offer the following scope of services based on this understanding.

Scope of Services

The Town has requested that KHA perform construction phase services for the bulkhead repair. The services we will provide during the construction phase of the project are as follows:

- Attend an on-site pre-construction meeting with the selected Contractor to review the limits of the work.
- Review shop drawing submittals

■
TEL (561) 845-0665
FAX (561) 863-8175



- Visit the site a maximum of 3 times over the expected repair period to observe the construction during the duration of the repair. Field reports and photographs will be provided to the Town for each visit.
- Make Recommendations with Respect to Defective Work.
- Issue Clarifications and Interpretations.
- Review Change Order and Payment Application Requests (up to two requests for payment).
- Review Project at the Substantial Completion Date and Develop a Punchlist.
- Review Project upon Final Completion.
- Review Record Drawings prepared by the contractor.

A detailed description of these services has been included as an attachment to this proposal.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Town, will be considered additional services. Additional services we can provide include, but are not limited to, the following:

- Meeting attendance not listed in the Scope of Services
- Testing Lab Services and Materials Testing
- Field Engineering

Information and Services Provided By Others

KHA assumes that all information provided by the Town can be relied upon in the performance of professional services.

Fee and Billing

KHA will perform the services described in the Scope of Services on an hourly basis in accordance with our Contract with the Town. We recommend that a budget of \$3,500 be established for the project.

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., dated January 28, 2010, which are incorporated by reference. As used in the



Agreement, the term "KHA" 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 propose these services to you.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'KS', with a horizontal line extending to the right.

By: Kevin Schanen, P.E.
Vice President

Attachment

K:\WPB_Civil\044063112 Seabreeze Seawall repair\Seabreeze Construction Services Proposal.docx

Detailed Scope for Construction Phase Services

Consultant will provide professional construction phase services as specifically stated below:

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

Visits to Site and Observation of Construction. Consultant will provide on-site construction observation services during the construction phase. Consultant will make up to three visits in order to observe the progress of the Work. Such visits and observations by Consultant 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 Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.

The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant 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 KHA 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, Consultant 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. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Clarifications and Interpretations. Consultant 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 Client.

Change Orders. Consultant may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. Consultant 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.

Substitutes and "or-equal." 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.

Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant'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, Consultant'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, Consultant 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 Consultant in this Agreement. It will also not impose responsibility on Consultant 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 Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

Substantial Completion. Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client 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 Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.

Final Notice of Acceptability of the Work. Consultant 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 Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

Limitation of Responsibilities. Consultant 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. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

ESTIMATE FOR ENGINEERING SERVICES

[illegible]

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 97-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Applied Technology & Management, Inc., for Field Investigations Related to Phase II of the Lake Worth Lagoon Waterway Project, in an Amount Not-to-Exceed \$49,938.43, and Establishing a Field Investigation Phase Budget of \$50,000.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated May 31, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 97-2013
- Proposal - Waterway Dredging - Phase II Field Investigations

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Approval of Purchase Order for Lake Worth Lagoon Waterway Phase II Field Investigations
Resolution No. 97-2013

Date: May 31, 2013

STAFF RECOMMENDATION

Town staff recommends that the Town Council approve Resolution No. 97-2013, authorizing the Town Manager to approve a purchase order to Applied Technology & Management, Inc. (ATM) in an amount not-to-exceed \$49,938.43 for the Lake Worth Lagoon Waterway Phase II Field Investigations and establishing an investigation phase budget of \$50,000.

GENERAL INFORMATION

Lagoon-front Town residents have expressed a desire to support a second phase component to the Lake Worth Lagoon Waterways project currently in the permitting process per Town Council authorization in November 2012. The current proposed project, referred to now as Phase I, includes the dredging of two (2) marked channels from the Intracoastal Waterway. Each of the marked channels, one (1) north and one (1) south of Southern Boulevard, will provide a contiguous loop from two (2) separate intersections with the Intracoastal Waterway. These new channels will provide the public with safe access to portions of the Lake Worth Lagoon that are currently inaccessible during most tidal cycles.

A conceptual Phase II project would provide a dredged connection between the newly marked channels and the private docks. Because Phase II does not enhance public accessibility to the Lake Worth Lagoon, the Florida Inland Navigation District (FIND) would likely not participate in cost-sharing either the permitting or the construction.

The cost and duration of the permitting process for Phase II is contingent upon the amount of natural resources (seagrasses, oyster beds, etc.) that are within the footprint of the project and both the quality and volume of the sand to be dredged. Answers to these variables will be determined during the field investigation process. ATM has provided a proposal in the amount of \$49,938.43 to perform the Phase II field investigations.

A group of lagoon-front residents have created an organization entitled Palm Beach Intracoastal Neighbors, Inc. (PBIN). This organization is working to inform lagoon-front residents of the

proposed Phase I and conceptual Phase II project and raise the donations necessary for permitting and construction. PBIN has provided a donation to the Town in the amount of \$50,000 to pay for the field investigation effort.

FUNDING/FISCAL IMPACT

Field investigations and permitting for Phase II of the Lake Worth Lagoon Waterway are not included in the Shore Protection Board recommended and Town Council approved FY 2013 Coastal Management Program budget. ATM's May 21, 2013 Phase II field investigations hourly not-to-exceed proposal in the amount of \$49,938.43 will be funded entirely from private donations.

The Lake Worth Lagoon Waterway dredging project is not included in the Town's current long term Coastal Management Program. Private donations or assessments are expected to fund construction of the 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.

Attachments

cc: Shore Protection Board
Jane Struder, Director of Finance
Robert Weber, Coastal Coordinator

RESOLUTION NO. 97-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER TO APPLIED TECHNOLOGY & MANAGEMENT, INC., FOR FIELD INVESTIGATIONS RELATED TO PHASE II OF THE LAKE WORTH LAGOON WATERWAY PROJECT, IN AN AMOUNT NOT-TO-EXCEED \$49,938.43, AND ESTABLISHING A FIELD INVESTIGATION PHASE BUDGET OF \$50,000.

* * * * *

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order to Applied Technology & Management, Inc., in an amount not-to-exceed \$49,938.43 for field investigations related to Phase II of the Lake Worth Lagoon Waterway Project, and establishes a field investigation phase budget of \$50,000.

Section 2. The Town Manager is hereby authorized and directed to execute this contract on behalf of the Town of Palm Beach for these professional services.

Section 3. The Town Manager, or his designee, is hereby authorized and directed 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 11th day of June 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member



2047 VISTA PARKWAY, SUITE 201

WEST PALM BEACH, FL 33411

(561) 659-0041 FAX 659-3733

WWW.APPLIEDTM.COM

Work Proposal

Town of Palm Beach

Applied Technology & Management

Consulting Services

For

Waterway Dredging – Phase II Field Investigations

5/31/2013

This Work Order, when executed, shall be incorporated in and become an integral part of the Agreement for Professional Services between the Town of Palm Beach, Florida (Town), and Applied Technology & Management (ATM), dated July 8, 2009, hereafter referred to as the Agreement.

Project Background

This proposal provides consulting services in support of the second phase of the waterway dredging program as reflected in concept by the presentations made by Town Staff and reviewed by the Palm Beach Intracoastal Neighbors (PBIN) Association. The second phase of the waterway project builds upon the first phase by providing distinct access from a public waterway to privately-owned docks in the Lake Worth Lagoon. The final extents of Phase II are to be determined through direction from Town Staff after coordination with Town residents. The following outlines the proposed scope of services for field investigations to evaluate the feasibility of and provide preliminary design guidance for future design and permitting services of Phase II.

SCOPE OF SERVICES

Task 1: Coordination Meeting for Final Study Limits

Under this task, ATM will participate in a Town led coordination meeting with staff and Town residents to determine the final limits of the field investigations. A conceptual survey and sampling plan will be developed by ATM based on the results of this meeting for review and acceptance by Town staff prior to executing Task 2 herein.

Task 1 Deliverable: ATM will provide a map reflecting the details of the proposed survey and sampling plans in electronic format (Adobe pdf).

Task 2: Field Investigations

Under this task ATM will complete the following field investigations and data gathering efforts:

- A complete hydrographic survey of the channel areas to be dredged, as well as within the proposed private slips identified for dredging as part of Phase II. Additionally, survey areas will include adjacent sections of the Intracoastal Waterway (ICW) and potential disposal sites outside of those identified under Phase I. It is estimated that 3-4 field days will be required to complete the hydrographic surveys, plus additional time to plan, process and map the data collected.
- Environmental inspections (in-water) of the channel and slip areas to be dredged, mapping sensitive environmental resources (seagrass, oysters, mangroves, etc.), if present, within the vicinity of proposed dredging activity. It is estimated that 3 days will be required in the field to perform the in-water inspections for the Phase II areas.
- Obtain surface samples of bottom sediments at up to 20 locations within the proposed dredge footprint. Samples shall be sent to a laboratory for grain size analyses, as well as testing for metals, nitrates/phosphates, arsenic, pcb, pah, and other potential pollutants. Lab testing results will determine the options/requirements for disposal of dredged material. It is estimated that 3 days will be required in the field to collect, store and transport samples to the laboratory for analyses.

Task 2 Deliverable: A series of drawings and a summary report of the findings, including preliminary dredge volume and construction cost estimates for Phase II, will be developed and submitted to the Town for review and comment. The documents will become the basis for design and shall be used in the future to develop the permit application package. One paper and one electronic copies of the drawings and summary report will be provided to the Town.

FEES

A summary of project Fees by Task is provided in Table 1 below. *Invoicing shall be on a time and materials basis not to exceed the total task budget outlined herein consistent with the existing master services agreement rates and conditions.*

TABLE 1
Proposal Fees by Task

Task	Description	Total Labor	Direct Expenses	Total Task Budget
1	Coordination Meeting	\$1,227.73	\$0	\$1,227.73
2A	Bathymetric Survey	\$10,463.86	\$5,000.00	\$15,463.86
2B	Environmental Survey	\$11,186.26	\$3,300.00	\$14,486.28
2C	Sediment Sampling	\$6,760.56	\$12,000.00	\$18,760.56
TOTAL		\$29,593	\$20,300.00	\$49,938.43

SCHEDULE

ATM can initiate services immediately upon receipt of Notice to Proceed (NTP). It is noted that execution of this Scope of Services is contingent on receipt of information provided by others. The following schedule is assumed.

TASK	ESTIMATED COMPLETION
Task 1: Coordination Meeting	14 days from NTP
Task 2: Field Investigations	90 days from NTP

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Consent - Other

Agenda Title

Authorization for a Town Contribution of \$10,000 to the City of West Palm Beach for Fireworks Display at the City's Fourth on Flagler Event.

Presenter

Peter B. Elwell, Town Manager

Supporting Documents

- Memorandum dated May 29, 2013, from Peter Elwell, Town Manager
- Letter dated May 7, 2013, from Cinde Martin, Sponsorship Coordinator, City of West Palm Beach
- Sponsorship Information

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

From: Peter B. Elwell, Town Manager

Re: Request by the City of West Palm Beach for Town Sponsorship of the City's Fourth on Flagler Event

Date: May 29, 2013

STAFF RECOMMENDATION

Staff recommends that the Town Council authorize the expenditure of \$10,000 from the General Fund Contingency for the Town to once again be an official sponsor of the City of West Palm Beach's Fourth on Flagler July 4th Celebration.

GENERAL INFORMATION

Attached is a letter dated May 7, 2013, from Cinde Martin, Sponsorship Consultant for the City of West Palm Beach, requesting that the Town become an official sponsor of the Fourth on Flagler event. The attachment to Ms. Martin's letter identifies the publicity activities through which the Town's sponsorship would be announced and identifies other benefits of sponsorship.

The Town has previously sponsored this event, including last year for \$10,000. Since many Palm Beach residents enjoy the Fourth on Flagler fireworks, we believe this Town sponsorship is fair, provides a public benefit, and is good intergovernmental relations. Therefore, staff recommends Town Council approval of this request.

FUNDING/FISCAL IMPACT

If Town sponsorship of the Fourth on Flagler event is approved by the Town Council, the \$10,000 cost for this sponsorship will be expended from the General Fund Contingency Account.

Attachments

PBE:cek

cc: Jane Struder, Finance Director



“The Capital City of the Palm Beaches”

May 7, 2013

Mr. Peter Elwell
Town of Palm Beach
Correspondence via e-mail

Dear Mr. Elwell,

On behalf of the City of West Palm Beach, thank you for your past support of The City of West Palm Beach’s 4th on Flagler celebration.

This year will mark our 25th Anniversary of 4th on Flagler and we will be celebrating in a big way. We are requesting the Town of Palm Beach again serve as a sponsor and donate a minimum of \$ 10,000 (like last year) to the event.

I’ve attached an outline of the benefits you have historically received. Let me know if we should revisit them. We want to include you on our poster or direct mail card which will probably go to print the last week of May. We look forward to working with you on this year’s 4th on Flagler!

Sincerely,

Cinde A. Martin
Sponsorship Consultant

“An Equal Opportunity Employer”



OFFICIAL SPONSORSHIP Town of Palm Beach

THURSDAY, JULY 4, 2009

Attendance approximately 150,000

Join the City Of West Palm Beach for South Florida's largest and best Fourth of July Celebration. Celebrating our 25th year, 4th on Flagler has become the largest, free community celebration in Palm Beach County. This year we will be celebrating Palm in a BIG way. We invite the Town of Palm Beach to join us in providing this community service for all residents.

The celebration is heavily promoted on television and radio promotion will again be by ClearChannel Radio Group which includes WILD 95.5, KOOL 105.5, MIA 92.1, Gator 98.7, WBZT and WJNO with The Palm Beach Post supplying our print ads. This year's National Act for the WILD Hour will be HOT CHELLE RAE plus live entertainment on the rock and roll stage, great food and beverage and plenty of good ole' Americana fun.

Benefits include:

- Corporate Display Areas; one (1) 10x10 tent on Flagler Drive
- Media Recognition
 - Corporate Inclusion in select print ads to run in The Palm Beach Post
- Website Inclusion
- Collateral Inclusion
 - Corporate Inclusion 2.5K Event Brochures
 - Corporate Inclusion 500 Event Posters
 - Corporate Inclusion 10K Direct Mail Postcards
- Prominent Signage at Event
 - One (1) 8ft banners (company to supply) hung in high traffic area
- VIP Ticket Package for Event
 - 1 VIP Parking Pass
 - 14 Tickets to the VIP Hospitality Area
- Right to pre and post event promotions (with City's prior approval)
- First right of refusal

PACKAGE VALUE - \$ 15+K ANNUALLY

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Consent - Other

Agenda Title

Acceptance of a Donation of \$100,000 from the Palm Beach Police Foundation for the Purchase of Equipment and Infrastructure for the Town-wide Security and Surveillance System.

Presenter

Kirk Blouin, Director of Public Safety

Supporting Documents

- Memorandum dated May 28, 2013, from Kirk W. Blouin, Director of Public Safety

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Kirk W. Blouin, Director of Public Safety

Re: Acceptance of a Donation from Palm Beach Police Foundation

Date: May 28, 2013

STAFF RECOMMENDATION

Staff recommends Town Council accept a donation from the Palm Beach Police Foundation in the amount of \$100,000, for use by the Palm Beach Police Department to purchase equipment and infrastructure as deemed necessary by the Director of Public Safety, using Town approved purchasing procedures, for the expansion and improvement of the Townwide Security and Surveillance System.

GENERAL INFORMATION

The Town embarked on the implementation of a Townwide Security and Surveillance System in July 2012, and the project's original plan is nearing completion. The system has already proven to be an effective tool in preventing crime, solving investigations, and apprehending criminals.

The Palm Beach Police Foundation has offered to donate \$100,000 to the police department for the express purpose of purchasing equipment and infrastructure to expand and continue to improve the Townwide Security and Surveillance System. This donation was made possible in large part by Mr. Nasser Kazeminy who singularly donated \$50,000.

FUNDING/FISCAL IMPACT

None

KWB:lsg

cc: Jane Struder, Director of Finance

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Consent - Other

Agenda Title

Approval of Selection Committee Recommendation re: Pre-Qualified Contractors for General Utility Projects.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated May 28, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Final Ranking

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Approval of Selection Committee Recommendation for Pre-Qualified Contractors – General Utility Projects

Date: May 28, 2013

STAFF RECOMMENDATION

Town staff recommends that the Town Council approve the ranking of the selection committee for Pre-Qualified Contractors – General Utility Projects. Town staff further recommends that Town Council authorize the Town Manager to approve the list of the top nine (9) ranked firms to bid and construct general utility projects.

GENERAL INFORMATION

Town staff issued a request for qualifications (RFQ No. 2013-25) and received responses from sixteen (16) contractors. The selection committee consisted of Mike Roach, Project Engineer – Public Works, Doug Terry, Water Resources Division Manager, Jane Struder, Director of Finance, and Jay Boodheshwar, Director of Recreation and Special Projects. Non-voting members included: William K. Francis, Town Engineer, Lynda Cummings, Purchasing Agent, and John Cmar, Buyer.

The sixteen (16) contractors' qualification submittals were reviewed and the selection committee met on May 23, 2013 to discuss the qualifications of the contractors, review financial and insurance documentation, verify clarifications to the scope of work, and to rank the proposals.

The recommendation of the Selection Committee is to pre-qualify the top nine (9) firms as presented in the attached Memorandum. The Selection Committee's unanimous opinion was that the qualifications of the top (9) firms best met the Town's requirements for this scope of work.

FUNDING/FISCAL IMPACT

There is no fiscal impact associated with approval of the selection committee recommendations. Projects will be bid by the pre-qualified group. Staff will recommend the Town Council award a contract to the lowest responsible bidder for individual projects.

PURCHASING REVIEW

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

cc: Jane Struder, Finance Director
William K. Francis, Town Engineer
Douglas Terry, Water Resources Division Manager
Jay Boodheshwar, Director of Recreation and Special Projects
Mike Roach, Project Engineer – Public Works
Lynda Venne Cummings, Purchasing Agent
John Cmar, Buyer

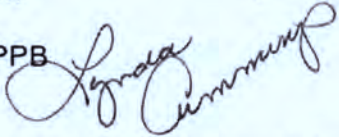


TOWN OF PALM BEACH

MEMORANDUM

DATE: May 28, 2013

TO: Paul Brazil, Director
Public Works Department

FROM: Lynda S. Cummings, CPPB
Purchasing Agent 

SUBJECT: Final Ranking - RFQ No. 2013-25 – Contractor Qualifications – General
Utility Projects

The Selection Committee met on May 23, 2013. All members of the committee listed below were present:

Jay Boodheshwar – Director of Recreation and Special Projects
Jane Struder – Director of Finance
Michael Roach – Project Engineer
Doug Terry – Water Resources Division Manager
William Francis – Town Engineer (Non-Voting)
Lynda Cummings – Purchasing Agent (Non-Voting)
John Cmar – Buyer (Non-Voting)

After thorough consideration of the sixteen (16) proposals submitted, the Selection Committee pre-qualified the following firms:

D. S. Eakins Construction Corporation
Johnson-Davis Inc.
Man-Con Incorporated
The Whiting-Turner Contracting Company
Centerline Utilities, Inc.
B&B Underground Contractors, Inc.
T B Landmark Construction, Inc.
Hinterland Group, Inc.
Lanzo Construction Co., Florida

Please coordinate insurance submittals and other necessary documentation with the firms and the Town Attorney after preparation of a Council Agenda Item and approval by Town Council.

LSC:tp

Cc: File: RFQ No. 2013-25
John Randolph, Town Attorney
Selection Committee Members

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Consent - Other

Agenda Title

Authorization of Selection Committee to Pre-Qualify Contractors for Pump Stations and Miscellaneous Structures.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated May 24, 2013, from H. Paul Brazil, P.E., Director of Public Works

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Authorization of Selection Committee for Pump Stations and Miscellaneous Structures Contractors

Date: May 24, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council affirm the selection team identified below and direct staff to receive, review, short list, conduct interviews and return to the Town Council with a recommendation to prequalify the selected contractors to bid on future Town projects.

GENERAL INFORMATION

In advance of the next Accelerated Capital Improvement Program Bond Issuance, Public Works is of the opinion that now is the best opportunity to prequalify a group of Pump Station and Miscellaneous Structures Contractors in preparation for those projects.

The process includes establishing a review team that evaluates the qualifications submitted by the firms that express an interest in the project. The Selection Team consists of the following members:

1. The Town Manager's Designee: Jay Boodheshwar, Director of Recreation and Special Projects
2. The Public Works Director's Designees: Jeffrey Sanon, P.E., Project Engineer; and Doug Terry, Water Resources Division Manager
3. Another individual deemed appropriate by the Town Manager: Jane Struder, Director of Finance
4. Non-voting member: William K. Francis, P.E., Town Engineer

FUNDING/FISCAL IMPACT

There is no fiscal impact associated with approval of this selection committee.

cc: Selection Committee Members
Jane Struder, Director of Finance
Lynda Cummings, Purchasing Agent

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Board/Commission Annual Report

Agenda Title

Retirement Board of Trustees Annual Report. [Ray Snow, Chairman]

Presenter

Raymond W. Snow, Retirement Board Chair

Supporting Documents

- Town of Palm Beach Retirement System Board of Trustees Annual Report

**TOWN OF PALM BEACH RETIREMENT SYSTEM BOARD OF
TRUSTEES ANNUAL REPORT
TO THE MAYOR AND TOWN COUNCIL**

by

**Raymond W. Snow, Chairman
June 11, 2013**

2012

Town of Palm Beach Retirement System Annual Report

Plan Profile, Demographic and Financial Highlights

Jane Struder, CPA
Finance Director



May 10, 2013

Board of Trustees and Employees
Town of Palm Beach Retirement System
Palm Beach, FL 33480

Gentlemen and Participants:

It is our pleasure to present The Town of Palm Beach Employee's Retirement System Annual Report. The report represents the financial and actuarial information for the plan as of September 30, 2012. The demographic information presented for the defined contribution plans with ICMA covers the period January 1, 2012 through March 31, 2013, except for the 401(a) plan which covers the period of May 1, 2012 through March 31, 2013.

Copies of this report will be distributed to all Town Employees and interested citizens via the Town's website.

The report includes; a summarized plan description, plan provisions, demographic information for both the defined benefit plans as well as the defined contribution plans, fiscal year-end financial statements, a listing of professional service providers for the plan, and current investment managers.

Sincerely,

Jane Struder, CPA
Finance Director

William Hanes
Plan Administrator

Danielle Olson
Human Resource Director

TOWN OF PALM BEACH RETIREMENT SYSTEM

Retirement Board Members

Raymond W. Snow, Chairman
Gerald Goldsmith, Chair Pro-Tem
James McC. Wearn, Secretary
Peter B. Elwell, Town Manager
Wilbur L. Ross
Robert Garvy
Brett Madison, General Employee Representative
Michael Bates, Police Employee Representative
John Cuomo, Fire-Rescue Employee Representative

Employees' Pension System

The Town of Palm Beach's employee pension plan was created in 1947.

The funds were overseen by a single Retirement System Board of Trustees until 1999. The board included citizens appointed by the Town Council, and police officer, firefighter, and general employee representatives elected by their respective peers. The Mayor, Town Council President, and Town Manager served ex officio. Following action during the 1999 Legislative Session by which the State Legislature authorized police officers and firefighters to more independently oversee their pension funds (if their local plan was receiving the Chapter 175/185 subsidy), the Town's single board was divided into a General Employees' Retirement Board of Trustees and a Public Safety Retirement Board of Trustees. In 2004, the Public Safety Retirement Board of Trustees further divided into a Police Officers' Retirement Board of Trustees and a Firefighters' Retirement Board of Trustees.

The plans were separately managed by 3 pension boards from 2004 until April 1, 2012, when the three retirement boards were consolidated into the Town of Palm Beach Retirement Board of Trustees. This Board now oversees all of the Town's pension assets and retirement programs. An outside pension consultant serves as investment advisor to the Board. The Board also has contracted out a portion of the plan administration services.

On May 1, 2012, the retirement benefits for most Town employees were changed from a full defined benefit plan to a hybrid pension plan. Employees who were eligible to retire on or before that date were grandfathered into the old defined benefit plan, and the accrued benefits for all other employees were frozen as of May 1, 2012. Benefits accrued after that date are in the new hybrid pension plan that contains a defined benefit component and a defined contribution component. In addition, the Town ceased participation in the State of Florida's Chapter 175 and 185 programs for firefighters and police officers. Approximately 288 active employees and 358 retirees are covered by the system plan.

Investment Objective: The long-term objectives of the Fund are to invest System contributions and assets to ensure that there will be no principal erosion of funds or the purchasing power thereof. Investments are managed in a prudent and professional manner in compliance with all applicable statutes and regulations such as Florida Statutes Section 215.47. Though not regulated by the Employee Retirement Income Security Act of 1974, the Trustees and other fiduciaries intend to comply with fiduciary standards of the Act.

Investment Strategy: The Fund has adopted an investment strategy emphasizing broad diversification. Diversification helps to reduce portfolio volatility (variability of returns) and maximize investment returns at appropriate levels of risk over time.

Segal Rogerscasey: The Board of Trustees has retained Segal Rogerscasey, an independent investment consultant for the purpose of assisting the Board in developing and attaining the fund objectives. Segal Rogerscasey assists in establishing objectives, offers alternative models for asset allocation, identifies appropriate managers or funds, produces timely quarterly reports that monitor performance of individual managers against similar managers as well as performance of the funds against objectives and appropriate indices.

Asset Allocation Policy: Industry and academic studies have consistently found that asset allocation is the primary driver of risk (volatility) and return. The Fund seeks to meet or exceed the System's actuarial rate of return assumption while looking for opportunities to reduce volatility through diversification.

Rebalancing Policy: Portfolio rebalancing is an important discipline for portfolio risk management. The Fund has established long-term asset allocation targets with ranges. Rebalancing is reviewed not less than quarterly and is required when actual allocation falls outside prescribed ranges. Where possible, rebalancing is coordinated with normal Fund contributions/withdrawals.

Plan Administration: William P. Hanes Consulting, Inc., is the administrator of the plan and processes all requests by employees for filing benefit claims and information on plan benefits.

Professional Service Providers as of March 31, 2013

Plan Administrator		Contact
William P. Hanes Consulting, Inc. P.O. Box 2112 Palm Beach, FL 33480		William P. Hanes (561)906-5885 whanes@townofpalmbeach.com
Board Attorney		Contact
Lewis, Longman and Walker 315 South Calhoun Street, Suite 830 Tallahassee, Florida 32301		James W. Linn, Board Council (850)222-5702 jlinn@llw-law.com
Investment Consultant	Consultant	Consultant
Segal Rogerscasey 116 Huntington Avenue Boston, MA 02116	Lawrence Marino, CFA (617)424-7340 lmario@segalrc.com	Rosemary E. Guillette (931)359-8143 rguillette@segalrc.com
Actuary		Contact
Gabriel Roeder Smith & Company One Towne Square Suite 800 Southfield, MI 48076-3723		Brad Armstrong, ASA, EA, MAAA (248)799-9000 Brad.armstrong@gabrielroeder.com
Custodial Bank		Contact
State Street Specialized Trust Services 200 Newport Ave, 7S North Quincy, MA 02171		Lisa Tyrrell, Vice President (617)664-9430 lhtryrell@statestreet.com
Independent Auditors		Contact
Nowlen, Holt & Miner, P.A. Northbridge Centre 515 North Flagler Drive, Suite 1700 West Palm Beach, FL 33401		N. Ronald Bennett, CPA (561)659-3060 nrb@nhmcpa.com
Goldstein Schechter Koch 4000 Hollywood Blvd., Suite 215 South Hollywood, FL 33021		Clement Johns, CPA (954)989-7462 Clement.johns@gskcpas.com
401(a) and Deferred Compensation	Contact	Contact
ICMA-RC Service, LLC 2655 LeJeune Road, Suite 545 Coral Gables, FL 33134	Fernando C. Deaguero (305)569-0728 fdeaguero@icmarc.org	Steven Feigelis (202) 701-5969 sfeigelis@icmarc.org
Financial and Accounting Services		Contact
Town of Palm Beach 360 South County Road Palm Beach, FL 33480		Jane Struder, Finance Director (561)227-6330 jstruder@townofpalmbeach.com
Human Resources/Enrollment/Training		Contact
Town of Palm Beach 360 South County Road Palm Beach, FL 33480		Danielle Olson, Human Resource Director (561)227-6322 dolson@townofpalmbeach.com

Investment Managers and Investments as of March 31, 2013

Domestic Equity

CRM Mid Cap Value Fund
Geneva Mid Cap Equity Growth Index Fund
Roanoke Asset Management
SSgA S&P 500 Index Fund
SSgA S&P MidCap Index Fund
Stralem & Company, Inc.
Thompson Siegel & Walmsley

International Equity

Artisan International Investment Fund
Harris International Value Equity Fund
Pyramis Select International Pool

Private Equity

Landmark Equity Partners
Private Equity Investment Fund

Flexible Capital

Archstone Offshore Fund, Ltd.
Archstone Absolute Return Fund
Forester Offshore Fund
Mesirow Absolute Return Fund Ltd.
Weatherlow Offshore Fund I Ltd.
Meridian Partners

Fixed Income

Goldman Sachs Asset Management
Richmond Capital Fixed Income
SSgA US Aggregate Bond Index Fund
Vanguard Total Bond Market ETF

Inflation Hedging

TAP Fund LTD
T. Rowe Price New Era Fund
Wellington Diversified Inflation Hedge
Vanguard Inflation Protected Securities

Summary of Plan Provisions

Grandfathered Benefits: The benefit consist of the old defined benefit plan (Plan A - see below) and are provided to employees that were eligible to retire on or before May 1, 2012.

Plan A Benefits: The accrued benefits prior to May 1, 2012 in the old defined benefit plan.

Plan B Benefits: The accrued benefits after May 1, 2012 in the new hybrid pension plan.

Normal Retirement:

ELIGIBILITY

Plan A

- a) *General:* 30 or more years of service, regardless of age; or age 55 with 10 or more years of service
- b) *Ocean Rescue:* Age 50 with 10 or more years of service. Or 10 or more years of service and age plus credited service totals 65 years or more.
- c) *Police Officers and Firefighters:* 20 or more years of service, regardless of age; or, age 50 with 10 or more years of service; or, at least 10 years of service and age plus credited service totals 65 years or more.

Plan B

Age 65 with 10 or more years of service, including service prior to May 1, 2012.

PENSION AMOUNT

Plan A

- a) *General:* Average final compensation times the sum of a) 2.75% for service earned after September 30, 1990, to a maximum of 82.5%, plus 2.35% for service earned on or before September 30, 1990 for the first 30 years of service, plus, b) 1.0% for service in excess of 30 years.
- b) *Ocean Rescue:* Average final compensation times the sum of a) 2.85% for the first 25 years of service with a maximum of 71.25%, plus, b) 1.0% for service in excess of 25 years.
- c) *Police Officers and Firefighters:* Average final compensation multiplied by the sum of a) 3.5% per year of credited service to a maximum of 87.5 percent, plus, b) 2.0% per year of credited service, if any, in excess of 43.75 years.

Plan B

Average final compensation multiplied by 1.25% per year of credited service after April 30, 2012.

General and Ocean Rescue: The normal form of pension is a pension payable for life. Also see Automatic Death Benefit.

Police and Firefighters: The normal form of pension is a pension payable as a straight life annuity, including service prior to April 30, 2012. Also see Automatic Death Benefit.

Average Final Compensation:**Plan A**

Highest 2 consecutive years within the member's last 5 years of credited service.

Plan B

Average compensation after April 30, 2012 over a period increasing up to the final 5 years of credited service on and after April 30, 2017.

DROP Retirement: Both Plan A and Plan B

Eligibility - Same as Normal Retirement, election must be made within 7 years of the date the member first reaches general retirement eligibility.

Pension Amount

General and Ocean Rescue: 98% of member's accrued benefit at the date of election to participate in DROP.

Police and Firefighters: 100% of the member's accrued benefit at the date of election to participate in DROP.

Early Retirement (General Employees Only):**ELIGIBILITY****PLAN A**

Age 50 with 10 or more years of credited service.

PLAN B

Early retirement at age 60 with 10 or more years of credited service, provided the employee pays the full actuarial cost of the extra years receiving a pension.

PENSION AMOUNT**PLAN A**

Computed as a normal retirement benefit but reduced 6/10 of 1% (3/10 of 1% if service credit is 20 or more years) for each month early retirement precedes the member's normal retirement date.

PLAN B

Actuarial equivalent reduction.

Deferred Retirement (Vested Termination Benefit): Both Plan A and Plan B

Eligibility - 10 or more years of service (waived for frozen benefits). Pension begins upon meeting requirement for normal retirement. Contributions must be left on deposit in the

Town of Palm Beach Retirement System Annual Report

System; failure to do so results in forfeiture of the vested benefit. Frozen accrued benefits as of April 30, 2012 are vested immediately.

Pension Amount - Computed as for normal retirement, based upon service and average final compensation at time of termination.

Duty Disability Retirement: Both Plan A and Plan B

Eligibility - No age or service requirements.

General Employees and Ocean Rescue: Computed as a regular retirement with additional service credit granted from date of disability to earliest normal retirement eligibility date. Minimum benefit is 60% of average final compensation at earliest normal retirement date computed as a regular retirement. The minimum shall be applicable for at least 5 years if the member attains such age for retirement less than 5 years after duty disability benefits commence.

Police Officers and Firefighters: Computed as a regular retirement with additional service credit granted from date of disability to earliest normal retirement eligibility date. Minimum benefit is 60% of average final compensation:

Non-Duty Disability Before Retirement: Both Plan A and Plan B

Eligibility - 10 or more years of service (waived for frozen benefit).

Pension Amount - Computed as for normal retirement. For Police and Firefighter benefit groups, the disability pension benefit shall not be less than 30 percent of the member's average final compensation at the time of disability.

Duty Death Before Retirement: Both Plan A and Plan B

Eligibility - No age or service requirements.

Pension Amount - A pension to each surviving child of 25% of the member's average final compensation not to exceed 50% or equal share of 75% of the member's AFC when there are 4 or more surviving children being paid. A pension to the surviving spouse, if any, of the difference, if any, between 75% of the retiree's AFC and the aggregate amount paid to children for the month.

Non-Duty Death Before Retirement: Both Plan A and Plan B

Eligibility - 10 or more years of service (waived for frozen benefit).

Pension Amount - 75% of normal retirement benefit to a surviving spouse or equal shares of 75% of the normal retirement benefit to surviving unmarried children under 18.

Automatic Death After Retirement Pension:

Plan A

To Surviving Child(ren): 25% of the retiree's pension payable to age 18, not to exceed an equal share of 75% of the retiree's pension. Payments to surviving children may be paid to age 25 if no spouse benefits are payable.

To Surviving Spouse: The difference, if any, between 75% of the deceased retiree's pension and the aggregate amount paid to any surviving children for the month.

Plan B

Reduced option forms of payment are available including reduced survivorship benefits.

Post-Retirement Cost-of-Living Adjustments:

Plan A

Pensions are increased 2.0% annually based on the total pension payable subsequent to an initial 3 year deferral period.

Plan B

None.

Purchase of Service Credit: Both Plan A and Plan B

A vested member who has not purchased service credit under Prior Governmental Service, including Military Service elsewhere may purchase years or fractional parts of years of service, not to exceed 5 years, to be added to years of credited service provided that the member contributes the sum that would have been contributed to the retirement plan to pay the full actuarial cost.

Purchase of service by members of benefit group firefighter may only be based upon actual prior service as a firefighter or service in the military and purchase of service by a member of benefit group police officer may only be based upon actual prior service as a police officer of service in the military.

Fiscal Year End Financial Statements

Town of Palm Beach Combining Statement of Plan Net Assets – Trust Funds September 30, 2012

	General Employees' Pension Trust Fund	Police Officers' Pension Trust Fund	Firefighters' Pension Trust Fund	OPEB Trust Fund	Total
ASSETS					
Cash and cash equivalents	\$ 732,055	\$ 899,454	\$ 684,076	\$ 164,602	\$ 2,480,187
Equity in pooled cash and investments	72,116			956,961	1,029,077
Interest and dividends receivable	6,281			3,586	9,867
Town contribution receivable					-
State contributions receivable			161,013		161,013
Due from broker for securities sold	82,231	43,603			125,834
Other receivables	271,194		7,407		278,601
Prepaid expenses and other assets	153,096	54,614	50,933		258,643
Investments, at fair value					-
U.S. Government securities		1,755,811			1,755,811
Corporate bonds and notes		2,191,600	11,244,909		13,436,509
Common stock	11,003,536	5,755,034	5,271,526		22,030,096
Domestic equity funds	25,797,881	7,398,005	7,463,694	6,183,858	46,843,438
International equity funds	6,994,038	8,945,762	8,575,652	3,717,001	28,232,453
Domestic fixed income funds	21,415,919	10,281,666		5,449,824	37,147,409
Real estate funds		4,298,700	5,022,650	928,470	10,249,820
Alternative investments	7,001,514	17,180,206	17,563,611	3,793,079	45,538,410
Private equity funds			1,598,599		1,598,599
Share and DROP mutual funds held outside the plan			2,994,058		2,994,058
Total assets	73,529,861	58,804,455	60,638,128	21,197,381	214,169,825
LIABILITIES					
Accounts payable	117,511	32,071	73,175	253,316	476,073
Accrued liabilities		6,505		1,812	8,317
Due to broker for securities purchased	18,944				18,944
Deferred retirement option plan payable			274,326		274,326
Prepaid town contributions	614,844	651,488	902,992		2,169,324
Share and DROP retirement option plan payable held outside the Plan			2,994,058		2,994,058
Total liabilities	751,299	690,064	4,244,551	255,128	5,941,042
NET ASSETS HELD IN TRUST FOR PENSION BENEFITS					
	\$ 72,778,562	\$ 58,114,391	\$ 56,393,577	\$ 20,942,253	\$ 208,228,783

Town of Palm Beach Retirement System Annual Report

Town of Palm Beach, Florida
Combining Statement of Changes in Plan Net Assets – Trust Funds
Year Ended September 30, 2012

	General Employees' Pension Trust Fund	Police Officers' Pension Trust Fund	Firefighters' Pension Trust Fund	OPEB Trust Fund	Total
ADDITIONS					
Contributions					
Employer	\$ 811,440	\$ 1,004,917	\$ 1,065,434	\$ 1,493,000	\$ 4,374,791
Employee	1,241,326	323,938	279,466	1,263,754	3,108,484
State		229,923	600,648		830,571
Other				95,383	95,383
Total contributions	2,052,766	1,558,778	1,945,548	2,852,137	8,409,229
Investment income (loss)					
Net appreciation (depreciation) in fair value of investments	12,126,216	6,764,243	6,690,229	2,027,395	27,608,083
Interest and dividends	94,055	489,087	571,432	386,409	1,540,983
Other	11,121				11,121
Total investment income	12,231,392	7,253,330	7,261,661	2,413,804	29,160,187
Less investment expense	(303,010)	(209,938)	(135,385)	(92,081)	(740,414)
Allocation of investment income:					-
Deferred retirement option plan			(19,336)		(19,336)
Net investment income	11,928,382	7,043,392	7,106,940	2,321,723	28,400,437
Other Income		16,000		48,379	64,379
Total additions	13,981,148	8,618,170	9,052,488	5,222,239	36,874,045
DEDUCTIONS					
Benefit payments	5,087,927	4,443,665	4,611,265	2,389,939	16,532,796
Share account distributions			8,760		8,760
Refunds of participants' contributions	63,267	32,529	15,566		111,362
Administrative expense	152,381	181,684	181,769	62,432	578,266
Other			151,204	701	151,905
Total deductions	5,303,575	4,657,878	4,968,564	2,453,072	17,383,089
Net increase(decrease)	8,677,573	3,960,292	4,083,924	2,769,167	19,490,956
Net assets held in trust for pension and retiree health benefits - beginning of year	64,100,989	54,154,099	52,309,653	18,173,086	188,737,827
NET ASSETS HELD IN TRUST FOR PENSION AND RETIREE HEALTH BENEFITS - END OF YEAR	\$ 72,778,562	\$ 58,114,391	\$ 56,393,577	\$ 20,942,253	\$ 208,228,783

Town and Employee Contributions

The contribution requirements of the Plan members are established and may be amended by the Town Council. Plan members are required to contribute a percentage of their annual pensionable wages as described in the following table. The member contribution rates for the FY13 budget year (presented as a percentage of the employees' annual compensation) vary by benefit group and/or date of hire, and are shown below (along with the Town's matching contribution rates for the 401(a) plan):

Benefit Group	Defined Benefit Plan	401(a) Defined Contribution Plan			
	Employee Contribution	Mandatory Contribution		Voluntary Contribution	
		Employee	Employer *	Employee	Employer *
Police Officer	4.98%	2%	2%	Voluntary up to the maximum allowable under IRS Regulations	2% Match
Firefighter	4.82%	2%	2%		2% Match
General Employees hired before 5/1/1992	4.47%	2%	2%		2% Match
General Employees hired on or after 5/1/1992	2.47%	4%	4%		No Match
Lifeguard Employees hired before 5/1/1992	5.21%	2%	2%		2% Match
Lifeguard Employees hired on or after 5/1/1992	3.21%	4%	4%		No Match

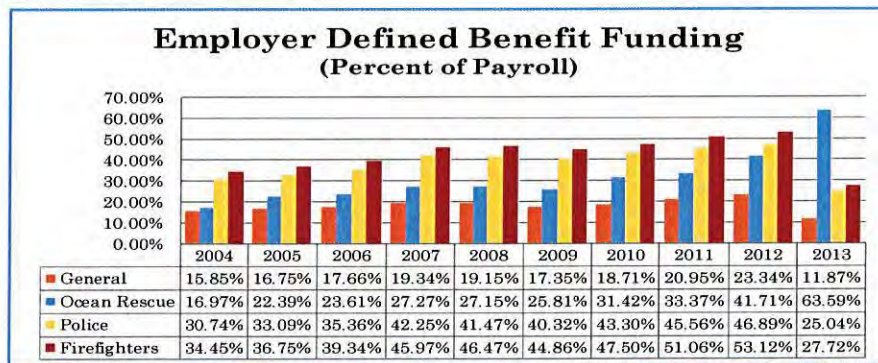
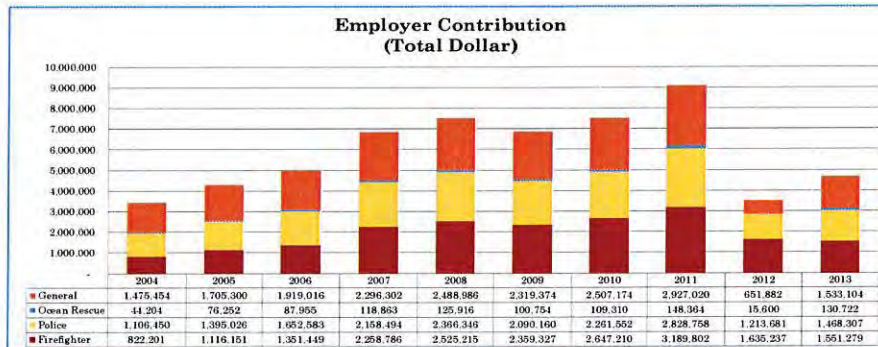
*Total employer contribution will not exceed 4% for any benefit group and will not be less than \$1,000 per fiscal year per enrolled member.

The Town's annual appropriation for the defined benefit pension plan is based upon the actuaries' determined rate. The defined contribution appropriation is based upon salary estimates and employer matching contribution rates. The Town's contributions for the defined benefit and the defined contribution plans and the percent of budgeted payroll for the defined benefit plan and total Town contribution for FY13 are as follows:

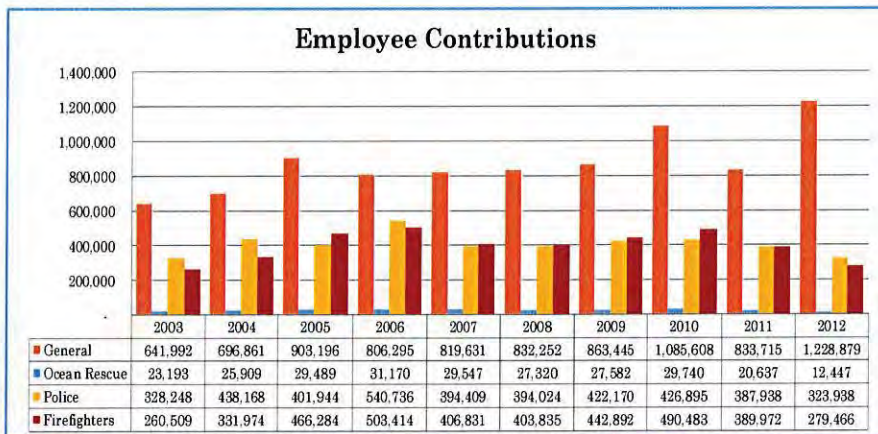
	DC Contribution	DB Contribution	Total Town Contribution	% of Payroll (DB Plan)	% of Payroll (overall)
General Employees	\$309,235	\$1,223,869	\$1,533,104	13.12%	16.43%
Lifeguards	5,428	125,294	130,722	64.89%	67.71%
Police	211,200	1,257,107	1,468,307	29.12%	34.01%
Fire-Rescue	180,642	1,370,637	1,551,279	32.02%	36.24%
Total	\$706,505	\$3,976,907	\$4,683,412	21.95%	25.84%

Town of Palm Beach Retirement System Annual Report

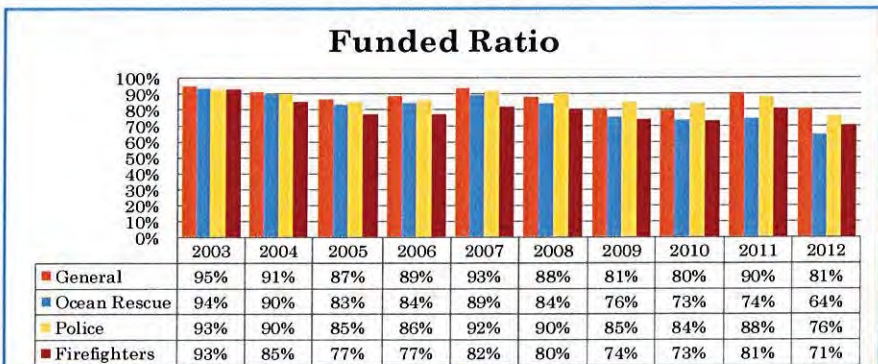
The employer funding history in total dollar contribution and as a percent of payroll for the past 10 years through FY13 budget is as follows:



Employee Contribution history for the past 10 years through FY12 actual is as follows:



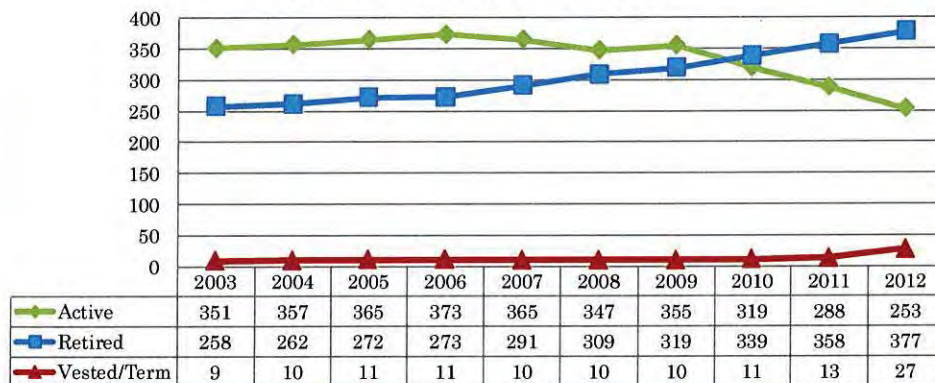
The ten year historical funded ratio though FY12 for the four member groups is as follows:



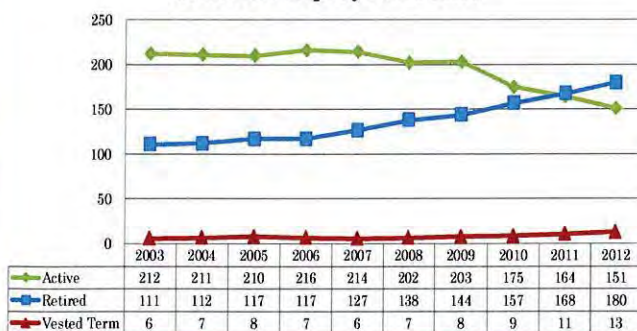
Demographic Information

The following charts depict the System membership (Active, Retired and Vested Terminated Members) for the past 10 years. The first chart shows the total membership for all three funds. It is followed by charts depicting the membership for each separate benefit group.

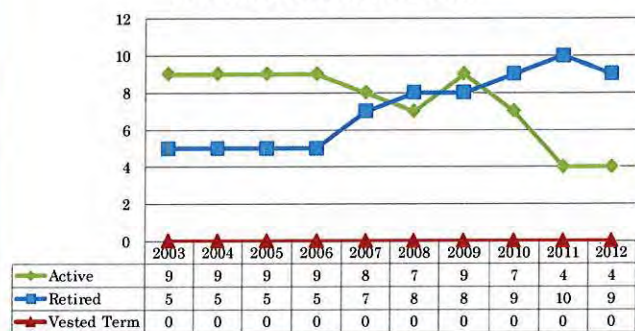
Total Member Profile



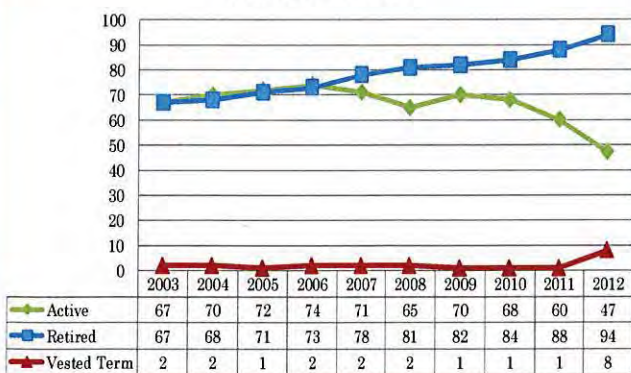
General Employee Profile



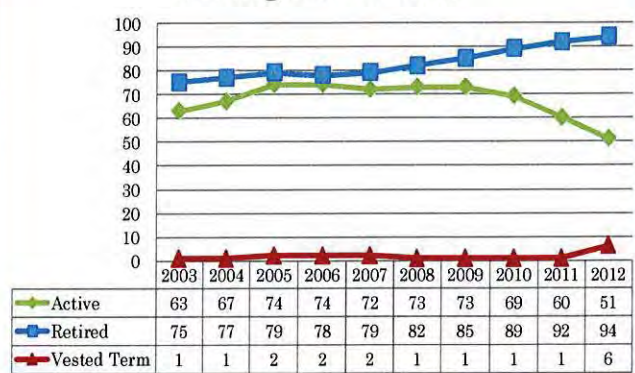
Ocean Rescue Profile



Police Profile

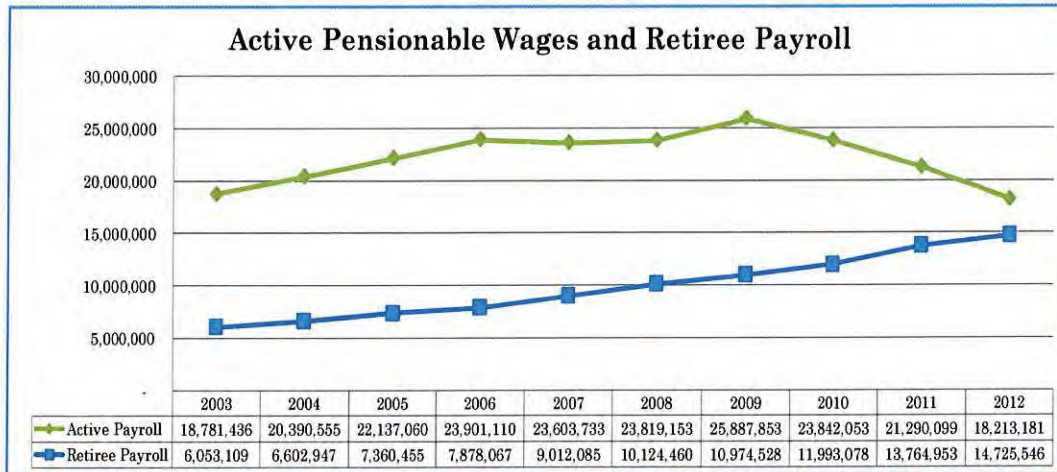


Firefighter Profile

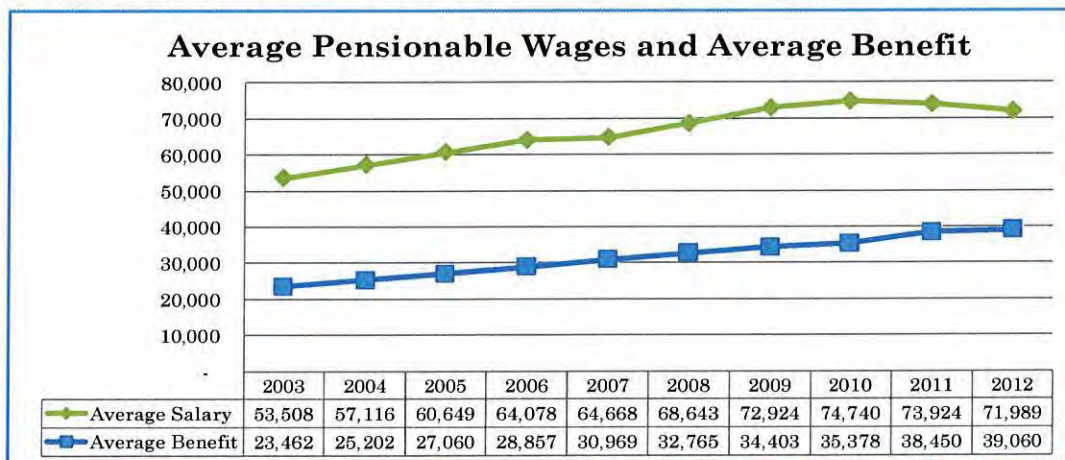


Town of Palm Beach Retirement System Annual Report

The following chart depicts the ten year trend for total salary and total benefit payroll information.



The following chart depicts the ten year trend for average salary and average benefit for the entire fund.

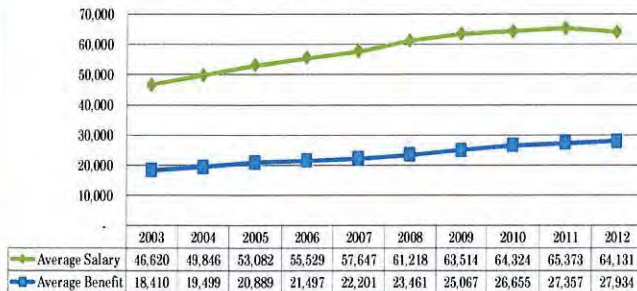


The following chart depicts the ten year trend of average age at retirement.

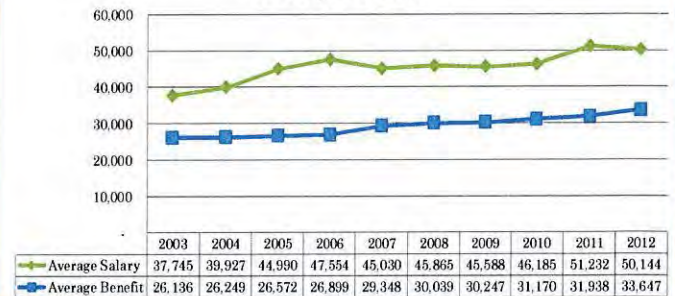


The following charts depict the average salary and average benefit for each of the member groups.

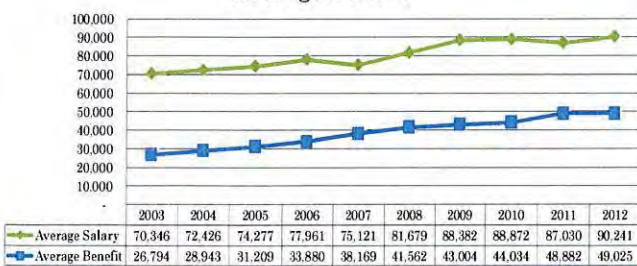
General Average Pensionable Wages and Average Benefit



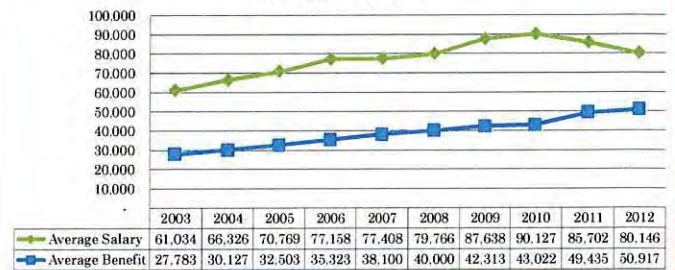
Ocean Rescue Average Pensionable Wages and Average Benefit



Police Average Pensionable Wages and Average Benefit

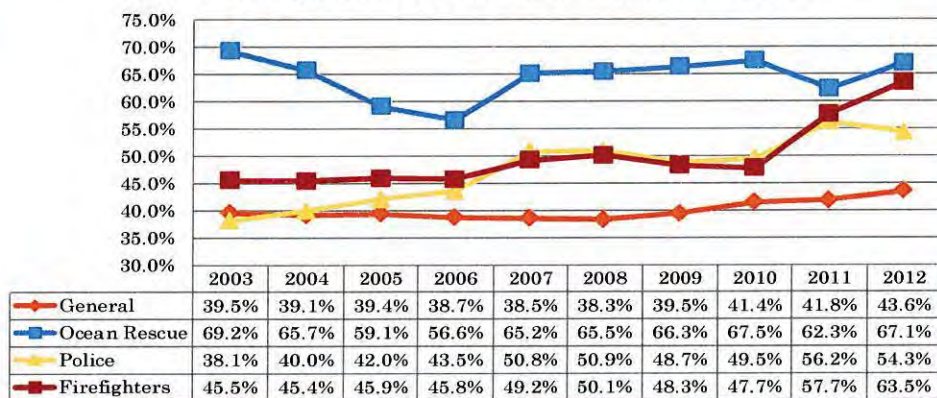


Firefighter Average Pensionable Wages and Average Benefit



The following chart depicts the ten year trend of retirement benefits as a percent of pensionable wages.

Benefits as a % of Pensionable Wages

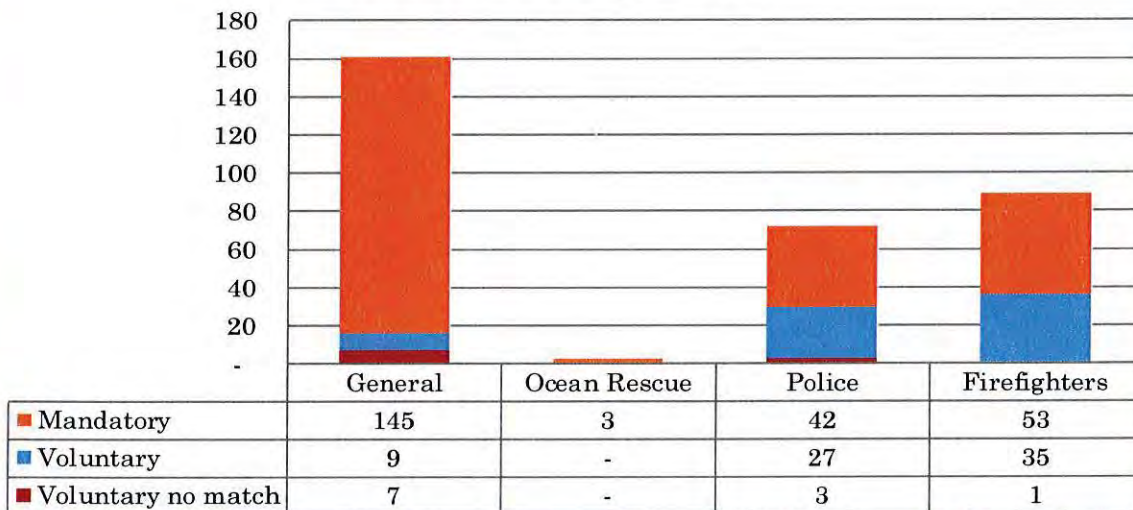


Demographic Information for the 401(a) Defined Contribution Plan

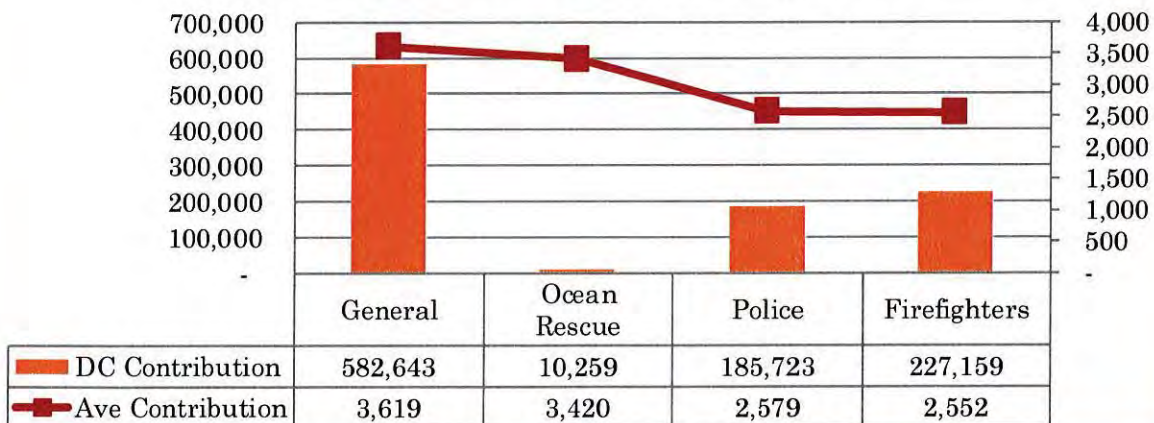
Plan Snapshot as of March 31, 2013 Provided by ICMA-RC

Total Assets	\$1,141,246
Total Participants with a Balance	260
Total Contributing Participants	240
Average Account Balance	\$4,389

DC Participation



Total DC Contributions (Employee and Employer Combined) May 1, 2012 - March 31, 2013

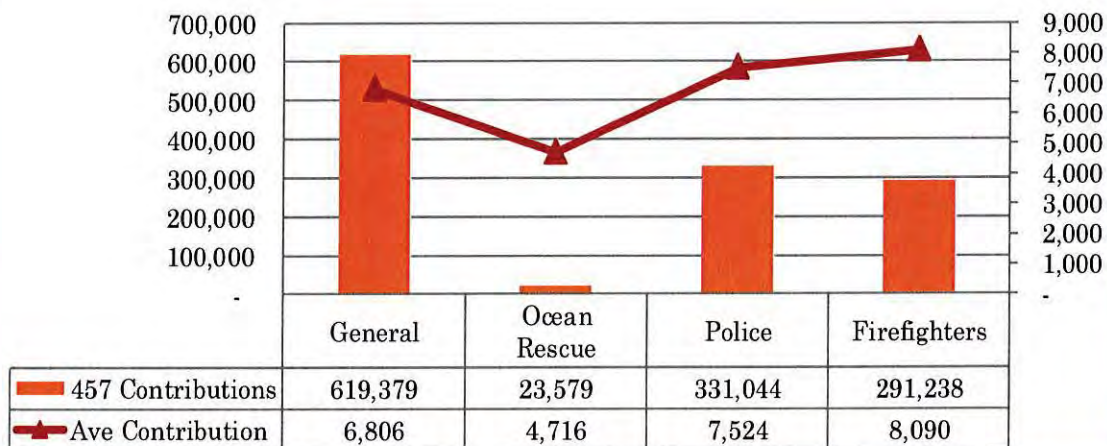


Demographic Information for the 457 Deferred Compensation Plan

Plan Snapshot as of March 31, 2013 Provided by ICMA-RC

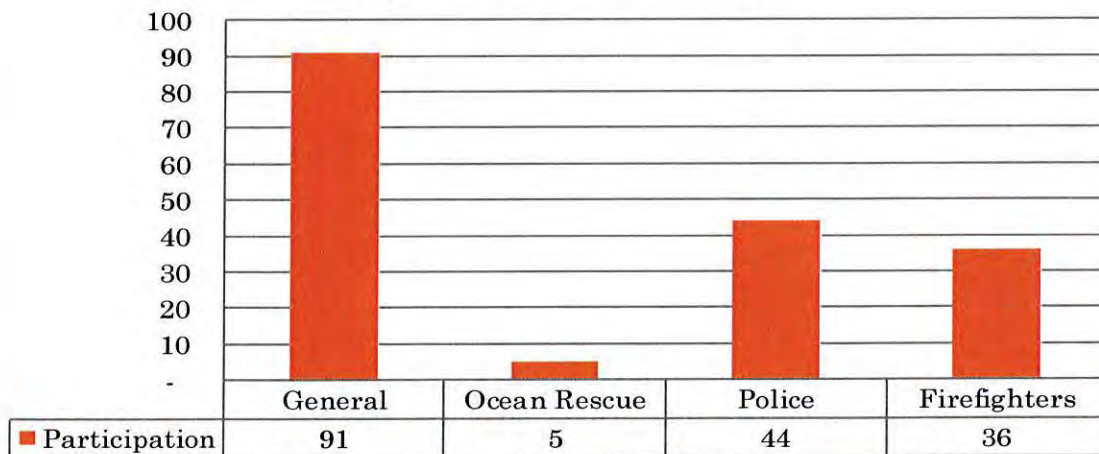
Total Assets	\$20,396,602
Total Participants with a Balance	279
Total Contributing Participants	147
Average Account Balance	\$73,106

457 Contributions January 1, 2012 - March 31, 2013



Above contributions represent employee contributions only. The Town does not provide matching contributions to the 457 Deferred Compensation Plan.

457 Participation

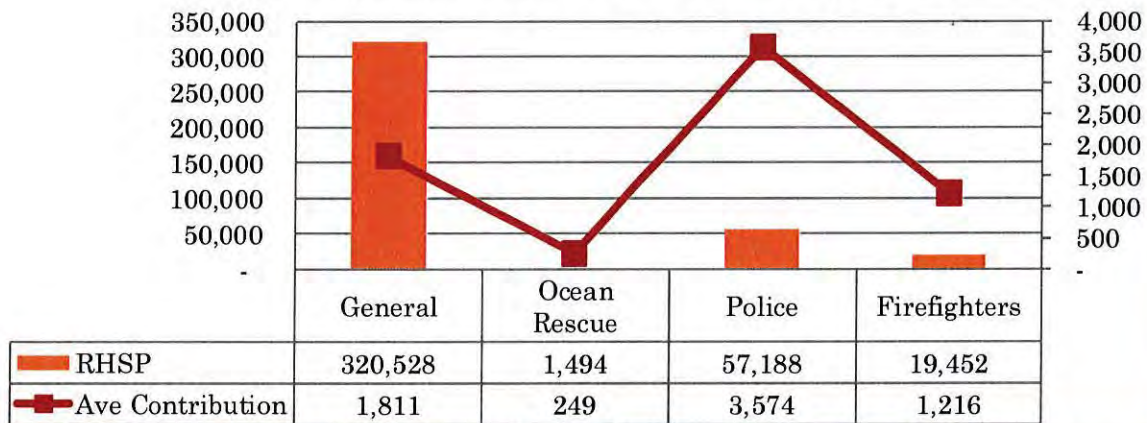


Demographic Information for the Retirement Health Savings Plan (RHSP)

Plan Snapshot as of March 31, 2013 Provided by ICMA-RC

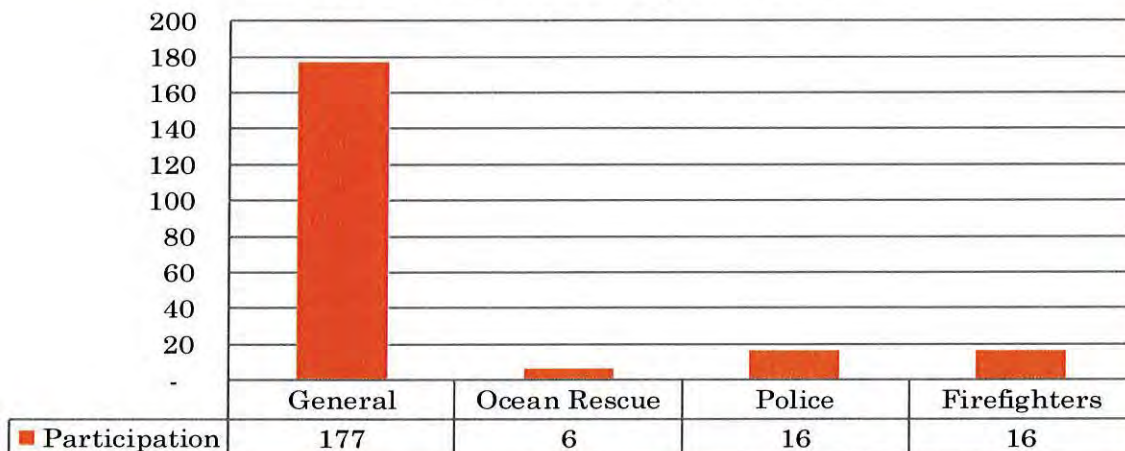
Total Assets	\$822,220
Total Participants with a Balance	205
Total Contributing Participants	159
Average Account Balance	\$4,011

RHSP Contributions January 1, 2012 - March 31, 2013



Above contributions represent employee contributions only. The Town does not provide matching contributions to the RHSP Plan. RHSP Contributions represent contributions of accrued employee sick time balances at the time of retirement as well as bi-weekly payroll deductions.

RHSP Participation



Demographic Information for Other ICMA-RC Plans

Plan Snapshot for 401 DROP Plan for General Employees (108334) as of March 31, 2013, Provided by ICMA-RC

Total Assets	\$4,094,306
Total Participants with a Balance	47
Total Contributing Participants	40
Average Account Balance	\$87,113

Plan Snapshot for 401 DROP Plan for Police Officers (108335) as of March 31, 2013, Provided by ICMA-RC

Total Assets	\$3,424,793
Total Participants with a Balance	21
Total Contributing Participants	16
Average Account Balance	\$163,085

Plan Snapshot for 401 DROP Plan for Firefighters (106782) as of March 31, 2013, Provided by ICMA-RC

Total Assets	\$2,783,534
Total Participants with a Balance	17
Total Contributing Participants	14
Average Account Balance	\$163,737

Plan Snapshot for 401 Old DROP Plan for Firefighters (108552) as of March 31, 2013, Provided by ICMA-RC

Total Assets	\$821,055
Total Participants with a Balance	12
Total Contributing Participants	0
Average Account Balance	\$68,421

Plan Snapshot for 401 Firefighter SHARE Plan (106796) as of March 31, 2013, Provided by ICMA-RC

Total Assets	\$1,421,904
Total Participants with a Balance	32
Total Contributing Participants	9
Average Account Balance	\$44,434

Plan Snapshot for RHS Plan (Discontinued) (800533) as of March 31, 2013, Provided by ICMA-RC

Total Assets	\$704,419
Total Participants with a Balance	84
Total Contributing Participants	0
Average Account Balance	\$8,386

**EXCERPTS FROM THE GRS ANNUAL 2012
ACTUARIAL REPORT**

Summary of Valuation Results September 30, 2012

FUNDING OBJECTIVE

The basic funding objective of the Retirement System is to avoid transfer of the cost of benefit obligations between generations of taxpayers. This objective is implemented by contributions sufficient to:

- ♦ pay for costs allocated to the current year on account of service rendered by active non-DROP participants in the current year (Normal Cost).
- ♦ pay for costs, in excess of the Funding Value of Assets, allocated to prior years on account of service rendered by participants in prior years (Unfunded Actuarial Accrued Liability) over 30-year closed periods.

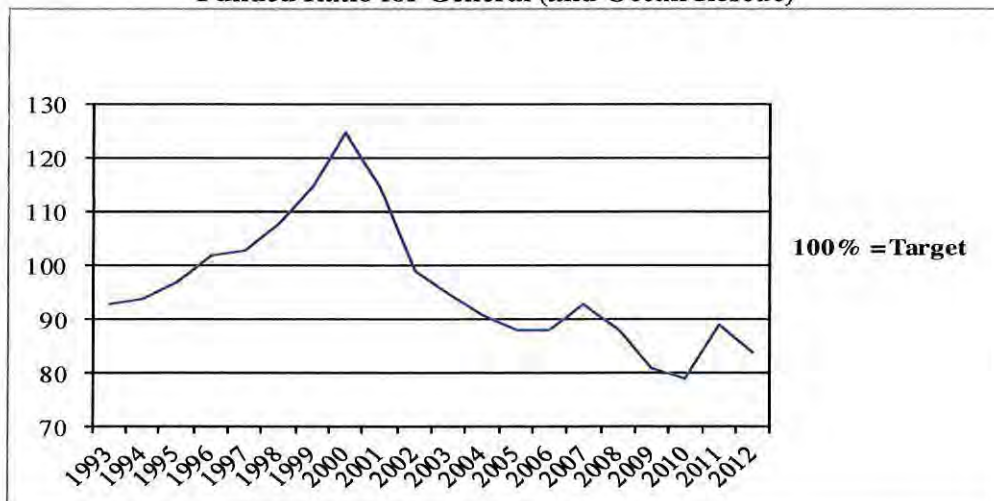
The annual actuarial valuation measures the relationship between Retirement System obligations and assets and determines the contribution rates for the ensuing year. The Retirement System is supported by member contributions, Town contributions, and investment income from Retirement System assets.

VALUATION RESULTS - FUNDING PROGRESS INDICATORS

General

The September 30, 2012 actuarial valuation indicates that the actuarial accrued liabilities of the General Retirement System, measured in accordance with Statement No. 25 of the Governmental Accounting Standards Board, are 79.8%% funded by the Funding Value of Assets. This is a decrease from last year's funded ratio of 89.5%. Although not historically referred to, the ratio of the market value of assets to the actuarial accrued liabilities is 80.3%. This is an increase from last year's ratio of 78.0%.

Funded Ratio for General (and Ocean Rescue)*

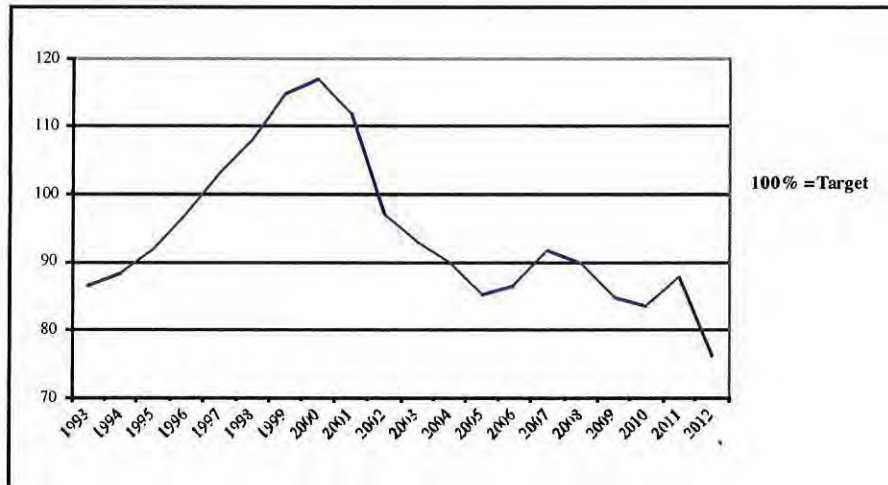


* Years prior to 2000 include Public Safety.

Police

The September 30, 2012 actuarial valuation indicates that the actuarial accrued liabilities of the Police Retirement System, measured in accordance with Statement No. 25 of the Governmental Accounting Standards Board, are 76.2% funded by the Funding Value of Assets. This is a decrease from last year's funded ratio of 87.8%. Although not historically referred to, the ratio of the market value of assets to the actuarial accrued liabilities is 72.5%. This is a decrease from last year's 74.8%.

Funded Ratio for Police*

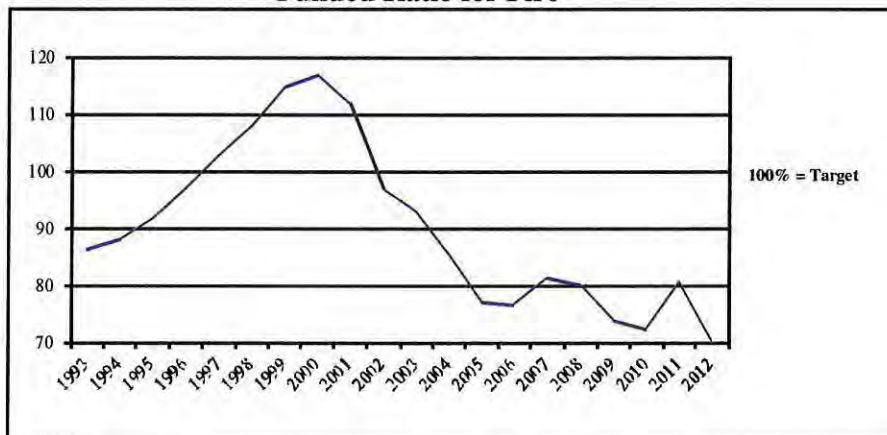


* Years prior to 2004 include Fire and years prior to 2000 include General and Ocean Rescue.

Fire

The September 30, 2012 actuarial valuation indicates that the actuarial accrued liabilities of the Fire Retirement and Benefit System, measured in accordance with Statement No. 25 of the Governmental Accounting Standards Board, are 70.5% funded by the Funding Value of Assets. This is a decrease from last year's funded ratio of 80.8%. Although not historically referred to, the ratio of the market value of assets to the actuarial accrued liabilities is 67.5%. This is a decrease from last year's 68.9%.

Funded Ratio for Fire*



* Years prior to 2004 include Police and years prior to 2000 include General and Ocean Rescue.

VALUATION RESULTS - CONTRIBUTION REQUIREMENT

The percent of active member payroll contribution requirements for the 2013-2014 and 2012-2013 fiscal years are:

General

	2013-2014			2012-2013		
	General	Ocean Rescue	Aggregate	General	Ocean Rescue	Aggregate
Member portion	3.10 %	4.24 %		3.12 %	4.41 %	
Town portion	18.15	68.04	19.16 %	11.87	63.59	12.84 %
Illustrative \$	\$1,850,688	\$143,700	\$1,994,388	\$1,223,869	\$125,294	\$1,349,162

Comparative contribution information is shown on page A-3 of the General Report. Composition of the current contribution rate is shown on page A-1 of the General report.

Police

	2013-2014	2012-2013
Member portion	5.01 %	5.05 %
Town portion	42.14	25.04
Illustrative \$	\$1,881,949	\$1,257,107

Comparative contribution information is shown on page A-4 of the Police report. Composition of the current contribution rate is shown on page A-1 of the Police report.

Fire

	2013-2014	2012-2013
Member portion	4.83 %	4.83 %
Town portion	47.41	27.72
Illustrative \$	\$2,040,491	\$1,370,637

Comparative contribution information is shown on page A-4 of the Fire report. Composition of the current contribution rate is shown on page A-1 of the Fire report.

GENERAL EMPLOYEES & LIFEGUARDS

Funding Progress Indicators - Historical Comparisons (\$ Amounts in Thousands)

Valuation Date September 30@	Indicator (1)		Indicator (2)		Indicator (3)		
	Exper. Gain (Loss)	Funding Value of Assets	AAL	Funded Ratio	Unfunded AAL	Active Member Payroll	Ratio to Payroll
1988	\$ 131	\$ 34,191	\$ 37,397	91 %	\$ 3,206	\$ 9,706	33 %
1989	1,425	38,999	40,732	96	1,733	10,597	16
1990 (a)	(839)	42,663	48,527	88	5,864	11,556	51
1991	(756)	46,830	53,410	88	6,580	12,287	54
1992	(530)	51,470	58,398	88	6,928	12,712	54
1993 (a)	2,632	57,089	61,692	93	4,603	12,443	37
1994	674	62,651	66,474	94	3,823	12,415	31
1995 (a)	4,437	70,326	72,339	97	2,013	12,543	16
1996	3,707	78,929	77,327	102	(1,602)	13,382	--
1997 #	5,135	88,697	86,042	103	(2,655)	14,092	--
1998 (a)	4,961	99,939	92,703	108	(7,236)	14,549	--
1999 (a)	7,056	113,770	98,866	115	(14,904)	14,422	--
2000	3,385	49,616	39,588	125	(10,028)	8,113	--
2001 (a)	(949)	56,060	48,675	115	(7,385)	8,752	--
2002	(8,273)	52,316	53,071	99	755	9,380	8
2003	(1,193)	53,798	56,652	95	2,854	10,223	28
2004	(2,100)	56,298	61,842	91	5,544	10,877	51
2005	(2,111)	59,589	67,882	88	8,294	11,552	72
2006	673	64,608	73,054	88	8,446	12,422	68
2007	3,448	72,161	77,632	93	5,470	12,697	43
2008	(4,614)	73,732	83,758	88	10,025	12,687	79
2009	(6,743)	72,370	89,658	81	17,288	13,304	130
2010	(1,368)	73,809	93,147	79	19,338	11,580	167
2011 (a)	3,882	74,247	82,974	89	8,728	10,926	80
2012	(4,581)	72,393	86,080	84	13,687	9,884	138
2012 (a)	(4,581)	72,393	90,681	80	18,289	9,884	185

(a) After changes described in benefit provisions and/or actuarial assumptions and/or actuarial cost methods.

GASB Statement No. 25 basis.

@ For the September 30, 2000 - 2010 valuations, Public Safety members are valued in a separate report.

AAL represents Actuarial Accrued liability. Measured in accordance with GASB Statement No. 5 prior to 1997 and GASB Statement No. 25 beginning in 1997.

Derivation of Funding Value of Retirement System Assets

Year Ended September 30:	2011	2012	2013	2014	2015	2016
A. Funding Value Beginning of Year	\$73,808,793	\$74,246,569				
B. Market Value End of Year	64,715,832	72,778,562				
C. Market Value Beginning of Year	65,242,348	64,715,832				
D. Non-Investment Net Cash Flow: (EE+ER conts.) - (Refunds+Benefits+SPD+Adm.Exp.)	(792,238) 8.00%	(3,250,809) 8.00%				
E. Investment Income						
E1. Market Total: B - C - D	265,722	11,313,539				
E2. Amount for Immediate Recognition at 8%	5,873,014	5,809,693				
E3. Amount for Phased-In Recognition: E1-E2	(5,607,292)	5,503,846				
F. Phased-In Recognition of Investment Income						
F1. Current Year: 0.20 x E3	(1,121,458)	1,100,769				
F2. First Prior Year	(31,736)	(1,121,458)	\$ 1,100,769			
F3. Second Prior Year	(589,290)	(31,736)	(1,121,458)	\$ 1,100,769		
F4. Third Prior Year	(3,771,110)	(589,290)	(31,736)	(1,121,458)	\$ 1,100,769	
F5. Fourth Prior Year	870,594	(3,771,111)	(589,293)	(31,737)	(1,121,460)	\$ 1,100,770
F6. Adjustment to Recognize 20% Corridor	0	0	0	0	0	0
F7. Total Recognized Investment Gain/(Loss)	(4,643,000)	(4,412,826)	(641,718)	(52,426)	(20,691)	1,100,770
G. Funding Value End of Year: A + D + E2 + F7	74,246,569	72,392,627				
H. Difference between Market & Funding Value	(9,530,737)	385,935				
I. Recognized Rate of Return	1.68%	1.92%				
J. Recognized Rate of Investment Expenses	0.40%	0.42%				
K. Ratio of Funding Value to Market Value	114.7%	99.5%				

The Funding Value of Assets recognizes assumed investment income (line E2) fully each year. Differences between actual and assumed investment income (line E3) are phased-in over a closed 5-year period. During periods when investment performance exceeds the assumed rate, the Funding Value of Assets will tend to be less than Market Value. During periods when investment performance is less than the assumed rate, the Funding Value of Assets will tend to be greater than Market Value. If assumed rates are exactly realized for 4 consecutive years, it will become equal to Market Value.

Summary of Assets (Market Value)

	<u>September 30, 2012</u>	<u>September 30, 2011</u>
Cash	\$ 732,055	\$ 657,033
Accrued interest and dividends	6,281	4,543
Other short-term	0	0
Bonds - government	0	0
- corporate	0	0
- mutual funds	21,415,919	19,826,284
- mortgage	0	0
Stocks - common	11,003,536	8,699,831
- preferred	0	0
Stock mutual funds	32,791,919	28,968,491
Accounts payable	(117,511)	(74,817)
Other	<u>6,946,363</u>	<u>6,634,467</u>
Total Assets	\$72,778,562	\$64,715,832

POLICE OFFICERS

Funding Progress Indicators - Historical Comparisons (\$ amounts in thousands)

Valuation Date September 30	Indicator (1)		Indicator (2)			Indicator (3)		
	Exper. Gain (Loss)	Funding Value of Assets	AAL	Funded Ratio	Unfunded AAL	Active Member Payroll	Ratio to Payroll	
1993 (a)	\$ 2,632	\$ 57,089	\$61,692	93 %	\$ 4,603	\$ 12,443	37 %	
1994	674	62,651	66,474	94	3,823	12,415	31	
1995 (a)	4,437	70,326	72,339	97	2,013	12,543	16	
1996	3,707	78,929	77,327	102	(1,602)	13,382	--	
1997 #	5,135	88,697	86,042	103	(2,655)	14,092	--	
1998 (a)	4,961	99,939	92,703	108	(7,236)	14,549	--	
1999 (a)	7,056	113,770	98,866	115	(14,904)	14,422	--	
2000 (a)@	6,214	81,196	69,425	117	(11,771)	6,230	--	
2001 (a)@	(3,133)	91,992	82,361	112	(9,631)	7,064	--	
2002	(11,845)	86,446	88,991	97	2,545	7,769	33	
2003	(3,088)	88,091	94,991	93	6,900	8,558	81	
2004 (a)&	(1,390)	46,386	51,605	90	5,219	5,070	103	
2005 (a)	(330)	48,656	56,996	85	8,340	5,348	156	
2006	631	52,614	60,835	86	8,220	5,769	142	
2007	2,937	58,486	63,742	92	5,256	5,334	99	
2008	(2,075)	61,668	68,525	90	6,857	5,309	129	
2009	(4,392)	63,000	74,257	85	11,257	6,187	182	
2010	(876)	64,079	76,694	84	12,614	6,043	209	
2011 (a)	(420)	63,554	72,421	88	8,866	5,222	170	
2012	(6,094)	61,028	75,777	81	14,749	4,241	348	
2012 (a)	(6,094)	61,028	80,129	76	19,101	4,241	450	

(a) After changes described in benefit provisions and/or actuarial assumptions and/or actuarial cost methods.

GASB Statement No. 25 basis.

@ Excludes General and Lifeguard members (shown in separate report beginning 9/30/2000).

& Excludes Fire members (shown in separate report beginning 9/30/2004).

AAL represents actuarial accrued liability. Measured in accordance with GASB Statement No. 5 prior to 1997 and GASB Statement No. 25 beginning in 1997.

Derivation of Funding Value of Retirement System Assets

Year Ended September 30:	2011	2012	2013	2014	2015	2016
A. Funding Value Beginning of Year	\$ 64,079,418	\$ 63,554,283				
B. Market Value End of Year	54,154,099	58,114,391				
C. Market Value Beginning of Year	55,461,520	54,154,099				
D. Non-Investment Net Cash Flow	(1,520,399)	(3,083,100)				
E. Investment Income						
E1. Market Total: B - C - D	212,978	7,043,392				
E2. Amount for Immediate Recognition at 8.0%	5,065,537	4,961,019				
E3. Amount for Phased-In Recognition: E1 - E2	(4,852,559)	2,082,373				
F. Phased-In Recognition of Investment Income						
F1. Current Year: 0.20 x E3	(970,512)	416,475				
F2. First Prior Year	(236,395)	(970,512)	\$ 416,475			
F3. Second Prior Year	(1,195,609)	(236,395)	(970,512)	\$ 416,475		
F4. Third Prior Year	(2,417,736)	(1,195,609)	(236,395)	(970,512)	\$ 416,475	
F5. Fourth Prior Year	749,979	(2,417,734)	(1,195,611)	(236,393)	(970,511)	\$ 416,473
F6. Adjustment to Recognize 20% Corridor	0	0				
F7. Total Recognized Investment Gain/(Loss)	(4,070,273)	(4,403,775)	(1,986,043)	(790,430)	(554,036)	416,473
G. Accelerated Recognition of Investment Income						
H. Funding Value End of Year: A + D + E2 + F7 Not to Exceed 120% of Market Value	63,554,283	61,028,427				
I. Difference between Market & Funding Value	(9,400,184)	(2,914,036)				
J. Recognized Rate of Return	1.57%	0.90%				
K. Recognized Rate of Investment Expenses	0.38%	0.34%				

The Funding Value of Assets recognizes assumed investment income (line E2) fully each year. Differences between actual and assumed investment income (line E3) are phased-in over a closed 5-year period. During periods when investment performance exceeds the assumed rate, the Funding Value of Assets will tend to be less than Market Value. During periods when investment performance is less than the assumed rate, the Funding Value of Assets will tend to be greater than Market Value. If assumed rates are exactly realized for 4 consecutive years, it will become equal to Market Value.

Summary of Assets (Market Value)

	<u>September 30, 2012</u>	<u>September 30, 2011</u>
Cash	\$ 899,454	\$ 1,941,532
Accrued interest and dividends	43,603	60,937
Other receivables	0	608,362
Investments		
- US government securities	1,755,811	1,352,291
- Corporate bonds and notes	2,191,600	7,387,734
- Domestic fixed income funds	10,281,666	4,121,759
- Common stock	5,755,034	4,820,728
- Equities and equity funds	33,523,973	29,970,712
- Inflation hedging funds	4,298,700	4,491,822
Accounts payable	(690,064)	(609,874)
Other	54,614	8,096
Total Assets	\$58,114,391	\$54,154,099

FIREFIGHTERS

Funding Progress Indicators - Historical Comparisons (\$ amounts in thousands)

Valuation Date September 30	Indicator (1)		Indicator (2)		Indicator (3)		
	Exper. Gain (Loss)	Funding Value of Assets	AAL	Funded Ratio	Unfunded AAL	Active Member Payroll	Ratio to Payroll
1993 (a)	\$ 2,632	\$ 57,089	\$61,692	93 %	\$ 4,603	\$ 12,443	37 %
1994	674	62,651	66,474	94	3,823	12,415	31
1995 (a)	4,437	70,326	72,339	97	2,013	12,543	16
1996	3,707	78,929	77,327	102	(1,602)	13,382	--
1997 #	5,135	88,697	86,042	103	(2,655)	14,092	--
1998 (a)	4,961	99,939	92,703	108	(7,236)	14,549	--
1999 (a)	7,056	113,770	98,866	115	(14,904)	14,422	--
2000 (a)@	6,214	81,196	69,425	117	(11,771)	6,230	--
2001 (a)@	(3,133)	91,992	82,361	112	(9,631)	7,064	--
2002	(11,845)	86,446	88,991	97	2,545	7,769	33
2003	(3,088)	88,091	94,991	93	6,900	8,558	81
2004 (a)&	(1,587)	44,080	51,703	85	7,623	4,444	172
2005 (a)	(3,287)	45,765	59,314	77	13,548	5,237	259
2006	(290)	49,236	64,220	77	14,984	5,710	262
2007	3,038	54,723	67,027	82	12,304	5,573	221
2008	(864)	57,652	71,813	80	14,161	5,823	243
2009	(5,022)	57,852	78,139	74	20,287	6,398	317
2010	(1,385)	59,219	81,598	73	22,379	6,219	360
2011 (a)	1,134	58,899	72,928	81	14,029	5,142	273
2012	(5,221)	56,304	75,464	75	19,160	4,087	469
2012 (a)	(5,221)	56,304	79,887	70	23,584	4,087	577

(a) After changes in benefit provisions and/or actuarial assumptions and/or actuarial cost methods.

GASB Statement No. 25 basis.

@ Excludes General and Ocean Rescue members (shown in separate report beginning 9/30/2000).

& Excludes Police members (shown in separate report beginning 9/30/2004).

AAL represents actuarial accrued liability. Measured in accordance with GASB Statement No. 5 prior to 1997 and GASB Statement No. 25 beginning in 1997.

Derivation of Funding Value of Retirement System Assets

Year Ended September 30:	2011	2012	2013	2014	2015	2016
A. Funding Value Beginning of Year	\$59,218,895	\$58,899,268				
B. Market Value End of Year	50,211,355	53,935,120				
C. Market Value Beginning of Year	51,533,882	50,211,355				
D. Non-Investment Net Cash Flow	(1,064,825)	(3,108,575)				
E. Investment Income						
E1. Market Total: B - C - D	(257,702)	6,832,340				
E2. Amount for Immediate Recognition at 8.0%	4,694,919	4,587,598				
E3. Amount for Phased-In Recognition: E1 - E2	(4,952,621)	2,244,742				
F. Phased-In Recognition of Investment Income						
F1. Current Year: 0.20 x E3	(990,524)	448,948				
F2. First Prior Year	(179,489)	(990,524)	\$ 448,948			
F3. Second Prior Year	(833,678)	(179,489)	(990,524)	\$ 448,948		
F4. Third Prior Year	(2,519,991)	(833,678)	(179,489)	(990,524)	\$ 448,948	
F5. Fourth Prior Year	573,961	(2,519,992)	(833,678)	(179,490)	(990,525)	\$ 448,950
F6. Adjustment to Recognize 20% Corridor	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
F7. Total Recognized Investment Gain/(Loss)	(3,949,721)	(4,074,735)	(1,554,743)	(721,066)	(541,577)	448,950
G. Accelerated Recognition of Investment Income	0	0				
H. Funding Value End of Year: A + D + E2 + F7						
Not to Exceed 120% of Market Value	58,899,268	56,303,556				
I. Difference between Market & Funding Value	(8,687,913)	(2,368,436)				
J. Recognized Rate of Return	1.27%	0.89%				
K. Recognized Rate of Investment Expenses	0.31%	0.24%				

The Funding Value of Assets recognizes assumed investment income (line E2) fully each year. Differences between actual and assumed investment income (line E3) are phased-in over a closed 5-year period. During periods when investment performance exceeds the assumed rate, the Funding Value of Assets will tend to be less than Market Value. During periods when investment performance is less than the assumed rate, the Funding Value of Assets will tend to be greater than Market Value. If assumed rates are exactly realized for 4 consecutive years, it will become equal to Market Value.

Summary of Assets

	<u>September 30, 2012</u>	<u>September 30, 2011</u>
Cash	\$ 684,076	\$ 7,390,281
Accrued interest and dividends	0	27,218
Other receivables	7,407	513,044
Investments		
- US government securities	0	0
- Corporate bonds and notes	11,244,909	5,126,516
- Domestic fixed income funds	0	0
- Common stock	5,271,526	4,196,458
- Equity funds	17,637,945	14,385,971
- Real Asset funds	5,022,650	5,093,773
- Alternative investments	17,563,611	16,213,312
Accounts payable	(1,250,493) *	(733,629) **
Other	<u>(2,246,511) #</u>	<u>(2,001,589) ##</u>
Total Assets	\$53,935,120	\$50,211,355

* Includes DROP plan liabilities of \$274,326.

** Includes DROP plan liabilities of \$85,324.

Share Account assets of \$2,458,457 were excluded.

Share Account assets of \$2,098,298 were excluded.

TOWN OF PALM BEACH RETIREMENT SYSTEM INVESTMENT ASSET ALLOCATION TIMELINE

by Raymond W. Snow

The Town of Palm Beach Retirement Board of Trustees (board) was created on April 1, 2012, to replace three boards comprising of trustees overseeing the three major group retirement plans. The board issued an RFP to choose an investment consultant, who was charged with recommending an asset allocation and policy appropriate for the Town of Palm Beach consolidated retirement trust fund.

The firm of Segal Rogerscasey (Segal) was chosen and attended the regular quarterly board meeting on November 16, 2012, and presented the first fiscal quarter's investment performance report. Segal initiated an Asset Liability Modeling Study (ALM) that its actuary presented at a special called meeting of the board on February 7, 2013. Segal's actuary presented matters of the plan's liabilities and actuarial assumptions, and modeled asset mixes for the trustees to consider while explaining how assumption rates are derived based on various asset mixes.

The board met at a special called meeting on March 8, 2013 to conclude its review of the ALM. The board voted on a model of asset mix, and voted to lower the assumed rate of return to 7.5% as a result of the study and as recommended by Segal. The board approved the first phase of implementation, and directed Segal to begin a search and to scheduled dates for search presentations by money managers.

The board met at its regularly scheduled quarterly meeting on May 17, 2013, where Segal presented the quarterly investment performance report for the second fiscal quarter. Segal also presented on the phase one implementation and noted that phase one had been completed. Segal discussed the details of progress toward the consolidation of investment managers as well as provided the overall guidelines for the plan. Finally, Segal made a presentation that included recommended changes to the Town's defined contribution plans.

A special called meeting was held on May 31, 2013 to receive money manager presentations for High Yield, Emerging Market, and Private Equity funds. A special called meeting is scheduled for June 14, 2013, for presentations on real estate, including value add, and core and opportunistic. Segal will be presenting to the August 16, 2013 quarterly board meeting on matters of the quarterly performance, followed by presentation of managers offering Global Tactical Asset Allocation (GTAA), Risk Parity, and Private Equity secondary funds.

**EXCERPTS FROM SEGAL ROGERS CASEY PRESENTATION ON
ALM, CAPITAL MARKET ASSUMPTIONS AND REBALANCE
OF PORTFOLIO**

Capital Market Assumptions

Asset Mixes

- Increase diversification:
 - Increase developed equity exposure
 - Add emerging market equity exposure
- Increase exposure to core plus fixed income:
 - High Yield
 - Tips
- Best risk/reward trade-off is in portfolio's embracing alternative investments
- Broaden alternative exposures and added Real Estate

Asset Class	Current 9/30/2012	Classic 60/40	Diversified			Medium Risk	Lower Risk
			1	2	3		
Core FI	24.0%	40.0%	17.5%	17.5%	17.5%	22.5%	29.0%
Tips	1.0%		2.5%	2.5%	2.5%	6.0%	8.0%
High Yield			2.5%	2.5%	2.5%	6.0%	8.0%
US Eq.	34.0%	60.0%	15.0%	22.5%	22.5%	12.5%	10.0%
Developed EQ	12.5%		15.0%	22.5%	22.5%	12.5%	10.0%
Emerging Mkts. EQ	0.5%		10.0%	15.0%	15.0%	8.0%	7.5%
Private Equity	1.0%		10.0%	2.5%	2.5%	5.0%	2.5%
HFofF/GTAA/Risk Parity	26.0%		15.0%	10.0%	10.0%	17.0%	20.0%
Commodities	1.0%		2.5%	5.0%	5.0%	2.5%	
Real Estate			10.0%	8.0%	8.0%	8.0%	5.0%
Total Weight	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
Fixed Income	25.0%	40.0%	22.5%	22.5%	22.5%	34.5%	45.0%
Equity	47.0%	60.0%	40.0%	60.0%	60.0%	33.0%	27.5%
Real Estate			10.0%	5.0%	5.0%	8.0%	5.0%
Alternatives	28.0%		27.5%	12.5%	12.5%	24.5%	22.5%
Expected Return - 10 Year	6.1%	5.7%	6.9%	7.0%	7.0%	6.1%	5.6%
Expected Return - 20 Year	7.6%	7.3%	8.5%	8.5%	8.5%	7.7%	7.1%
Standard Deviation	10.4%	11.8%	11.2%	13.1%	13.1%	9.3%	7.9%
Sharpe Ratio	0.38	0.31	0.44	0.38	0.38	0.44	0.44

Capital Market Assumptions

- Passive assumptions
- Relative risk-reward expectations (Sharpe ratios) for risk assets in general are in line with long-term assumptions (no current price dislocations)
- Cash and fixed income yields are below equilibrium⁽¹⁾ and are expected to rise over the coming years (upward sloping yield curve)
- On an absolute return basis, near to intermediate returns (10 year) are lower than historical
- **Note:** Higher risk-to-reward asset classes (Sharpe ratios) are generally less liquid asset classes
 - We view liquidity as a compensated risk factor

Asset Class	Risk Premium	Volatility (Standard Deviation)	Sharpe Ratio	Arithmetic Expected Return ⁽²⁾		
				10 Year	20 Year	Liquidity
Core FI	0.8%	6.5%	0.12	2.8%	4.4%	Medium / High
Tips	0.8%	5.5%	0.15	2.8%	4.4%	Medium / High
High Yield	3.2%	13.0%	0.25	5.2%	6.8%	Medium
US Eq.	5.6%	19.0%	0.29	7.6%	9.2%	High
Developed EQ	6.1%	22.0%	0.28	8.1%	9.7%	High
Emerging Mkts. EQ	8.4%	24.0%	0.35	10.4%	12.0%	High
Private Equity	10.7%	26.0%	0.41	12.7%	14.3%	Low
HFofF/GTAA/Risk Parity	3.7%	7.0%	0.53	5.7%	7.3%	Medium / Low
Commodities	3.4%	21.0%	0.16	5.4%	7.0%	High
Real Estate	3.4%	12.0%	0.28	5.4%	7.0%	Medium / Low
Cash	0.0%	1.3%	0.00	2.0%	3.6%	High

* Preliminary 2013 capital market assumptions

¹ Note current Fed monetary policy is influencing current yield levels, although the magnitude is difficult to quantify

² First order approximation for long-term compound returns would be the arithmetic return less $\frac{1}{2}$ * standard deviation squared

Town of Palm Beach Retirement System
Part 1 Rebalancing/Plan Merge Status Update as of May 6, 2013

<u>Manager</u>	<u>Action Plan/Status</u>	<u>Accounts</u>	<u>Notes</u>
SSGA S&P 500	Plan Name Change STATUS: COMPLETED	General, Fire, Police – Commingled	Transfer letter to merge all 3 plans sent on 4/12/13 with a trade date of 4/17/13 and settlement of 4/22/13. Confirmed that plan name has been updated on 4/22/13.
Stralem & Company LCC	Terminate STATUS: COMPLETED	Fire, Police – Separate	Termination letter sent on 4/12/13 for 4/15/13 termination date. State Street transition to start trading on 4/19/13 and settle on 4/22/13.
SSGA MidCap	Terminate STATUS: COMPLETED	Fire, Police – Commingled	Termination letter sent on 4/12/13 with a trade date of 4/17/13 and settlement of 4/22/13.
Geneva MCG	Merge & Plan Name Change IN PROGRESS	Fire, Police – Separate	Emailed Investment Advisory Agreement and Client Information Form to Bill to execute on April 30, 2013. Bill will overnight documents to Geneva on 5/6/13.
CRM MCV	Merge & Plan Name Change IN PROGRESS	Fire, Police – Mutual Fund	Emailed CRM Subscription Order Form and letter of direction and to Bill to execute on April 30, 2013. Bill emailed documents to State Street for Medallion Signature Guarantee on 5/3/13.
Roanoke SMID Growth	Terminate STATUS: COMPLETED	General – Separate	Termination letter sent on 4/12/13 for 4/15/13 termination date. State Street transition to start trading on 4/19/13 and settle on 4/22/13.
TSW SMID Value	Plan Name Change STATUS: COMPLETED	General – Separate	Received confirmation email from TSW on 4/25/13 that the Plan name has been updated. They will need to get a copy of the new IPS when available.
Pyramis Intl Core	Increase/ Plan Name Change STATUS: COMPLETED	General – Commingled	Contribution of \$18,138,557.27 to occur on April 23, 2013. Sent in W-9 on 4/22/13 to update Plan name.

Artisan Intl Growth	Plan Name Change IN PROGRESS	Fire, Police – Commingled	Email Retail Share Class and Institutional Share Class Application to Bill on 5/2/13. Bill will overnight application to Artisan on 5/6/13. After the Institutional Share Class account is opened, we will need to send a letter to Artisan to merge the Fire Plan and Police plan assets into the institutional share class. Will need to work on this once account is setup. The letter will need signature medallion guaranteed for the market value of the transaction. The letter also needs to be sent with an authorized signers legal form.
Harris Intl Value	Plan Name Change	Fire, Police – Commingled	
Vanguard Total Bond Mkt	Terminate STATUS: COMPLETED	Fire – ETF	Letter sent to State Street custodian on 4/12/13 to transfer the underlying holding into Stralem (EBBJ) so that State Street transition can liquidate the ETF. Cash will be available on 4/22/13.
SSGA Barclays Aggregate	Terminate STATUS: COMPLETED	Police – Commingled	Termination letter sent on 4/12/13 with a trade date of 4/17/13 and settlement of 4/22/13.
Richmond Capital Fixed	Plan Name Change IN PROGRESS	Police – Separate	Will need a letter of direction to the manager once the custodian sets up the new account. The letter of direction will need to include tax id #, new custodial account number and the date new custodial account number was set up.
Goldman Sachs Core Plus Fixed	Increase/ Plan Name Change STATUS: COMPLETED	General – Commingled	Contribution of \$18,598,397.08 to occur on April 23, 2013. Received confirm email from Goldman on 4/16/13 that they have everything they need to change the Plan name.
Vanguard TIPS	Increase/ Plan Name Change	Police – Mutual Fund	
Wellington Diversified Inflation Hedge	No Change	Police – Commingled	
T Rowe Price New Era Fund	Plan Name Change	Fire – Mutual Fund	
Mesirow Absolute Return	Plan Name Change	General – Commingled	

Archstone Absolute Return	Terminate STATUS: PENDING INCOME WIRE	Fire – Commingled	Termination letter send on 3/20/13. Cash will be available around Jul/Aug 2013 and will be wired into EBB1. Once wire is received, need to complete contribution form for Vanguard Tips and the Tap Fund and the rest of the cash will go into the SSGA S&P 500 Index Fund and Goldman Sachs (split half each).
Archstone Offshore Fund	Terminate STATUS: PENDING INCOMING WIRE	Police – Commingled	Termination letter send on 3/20/13. Cash will be available around Jul/Aug 2013 and will be wired into EBBA. Once wire is received, need to complete contribution form for Vanguard Tips and the Tap Fund and the rest of the cash will go into the SSGA S&P 500 Index Fund and Goldman Sachs (split half each).
Forester Offshore	Terminate STATUS: PENDING INCOMING WIRE	Fire, Police – Commingled	Termination letter send on 3/20/13. For Fire Plan, cash will be available in 2 tranches, Jul/Aug 2013 and Oct/Nov 2013 that will be wired to EBB1. For Police Plan, cash will be available in 2 tranches, Oct/Nov 2013 and Jan/Feb 2014 that will be wired to EBBA. Once wire is received, need to complete contribution form for Vanguard Tips and the Tap Fund and the rest of the cash will go into the SSGA S&P 500 Index Fund and Goldman Sachs (split half each).
Weatherlow Offshore	Plan Name Change	Police – Commingled	
Meridian	Plan Name Change	Police – Commingled	
TAP Fund	Plan Name Change	Fire – Commingled	
Landmark Partners XIV	Plan Name Change	Fire – Closed End	
PEI Fund V	Plan Name Change	Fire – Closed End	
Cash Account	Plan Name Change	Fire, Police	
State Street Custodian	Setup New Account for Richmond & Geneva IN PROGRESS	Fire, Police	Emailed form to Bill to execute on April 30, 2013. Bill emailed the forms to State Street on 5/3/13.

State Street Custodian	Merge Fire Plan and Police Plan Cash Acct/Shadow Acct into General Fund	Fire, Police	
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Town of Palm Beach Retirement System

Part I Rebalance Summary as of December 31, 2012

ASSET MIX 3 TARGET ALLOCATION

EQUITIES

Domestic Equity Total	15.00%	\$28,336,079
International Equity	15.00%	\$28,336,079
Emerging Markets	10.00%	\$18,890,719
Non US Equities Total	25.00%	\$47,226,799
FIXED INCOME		
Core Fixed Income	17.50%	\$33,058,759
High Yield Fixed Income	2.50%	\$4,722,680
TIPS	2.50%	\$4,722,680
Fixed Income Total	22.50%	\$42,504,119

INVESTMENT MANAGERS AND CURRENT ALLOCATION

		REBALANCE \$	NEW MV	NEW %
SSgA S&P 500 Index	16.33%	\$12,500,000	\$43,355,683	22.95%
Stralem & Company (LCC)	3.36%	(\$6,347,049)	\$0	0.00%
Large Cap Equity	19.69%	\$6,152,951	\$43,355,683	22.95%
SSgA MidCap 400 Index	2.17%	(\$4,091,113)	\$0	0.00%
Geneva (MCG)	2.38%	\$0	\$4,492,139	2.38%
CRM (MCV)	2.10%	\$0	\$3,971,764	2.10%
Roanoke (SMID Growth)	3.17%	(\$5,988,141)	\$0	0.00%
Thompson Seigel Walmsley (SMID Value)	3.10%	\$0	\$5,852,681	3.10%
Small/Mid Cap Equity	12.91%	(\$10,079,254)	\$14,316,584	7.58%
Domestic Equity Total	32.61%	(\$3,926,303)	\$57,672,267	30.53%
Pyramis (Int'l Core)	3.99%	\$16,426,303	\$23,970,093	12.69%
Artisan (Int'l Growth)	5.19%	\$0	\$9,807,515	5.19%
Harris (Int'l Value)	4.93%	\$0	\$9,311,621	4.93%
International Equity	14.11%	\$16,426,303	\$43,089,229	22.81%
Conduct Emerging Markets Search (\$19.0M)	0.00%	\$0	\$0	0.00%
Emerging Markets	0.00%	\$0	\$0	0.00%
Non US Equities Total	14.11%	\$16,426,303	\$43,089,229	22.81%
Vanguard Total Bond Market Index	5.87%	(\$11,097,002)	\$0	0.00%
SSgA Barclays Aggregate Index	4.27%	(\$8,057,263)	\$0	0.00%
Richmond Capital	2.17%	\$0	\$4,096,707	2.17%
Goldman Sachs Core Plus Fixed	11.13%	\$31,650,000	\$52,682,385	27.89%
Core Fixed Income	23.44%	\$12,495,735	\$56,779,092	30.06%
Conduct High Yield Fixed Income Search (\$4.7M)	0.00%	\$0	\$0	0.00%
High Yield Fixed Income	0.00%	\$0	\$0	0.00%
Vanguard TIPS Fund	1.20%	\$2,450,000	\$4,710,578	2.49%
TIPS	1.20%	\$2,450,000	\$4,710,578	2.49%
Fixed Income Total	24.64%	\$14,945,735	\$61,489,670	32.55%

HEDGE FUND OF FUNDS		
<i>Hedge Fund of Funds Total</i>	15.00%	\$28,336,079
COMMODITIES		
<i>Commodities Total</i>	2.50%	\$4,722,680
REAL ESTATE		
<i>Real Estate Total</i>	10.00%	\$18,890,719
PRIVATE EQUITY		
<i>Private Equity Total</i>	10.00%	\$18,890,719
CASH		
<i>Cash Total</i>	0.00%	\$0
TOTAL	100.00%	\$188,907,194

<i>Conduct GTAA/Risk Parity Search (\$6.5M)</i>	0.00%	\$0	\$0	0.00%
<i>Wellington Diversified Inflation Hedges</i>	2.24%	\$4,225,732	\$4,225,732	2.24%
<i>T Rowe Price New Era Fund</i>	1.25%	\$2,360,278	\$2,360,278	1.25%
<i>Mesirow Absolute Return</i>	3.78%	\$7,142,175	\$7,142,175	3.78%
<i>Archstone Absolute Return</i>	5.94%	\$11,226,840	(\$11,226,840)	0.00%
<i>Archstone Offshore Fund</i>	2.78%	\$5,248,271	(\$5,248,271)	0.00%
<i>Forester Offshore A2</i>	7.06%	\$13,333,035	(\$13,333,035)	0.00%
<i>Weatherlow Offshore Fund I</i>	2.98%	\$5,624,544	\$5,624,544	2.98%
<i>Meridian</i>	0.01%	\$27,707	\$27,707	0.01%
<i>Hedge Fund of Funds Total</i>	26.04%	\$49,188,582	(\$29,808,146)	10.26%
<i>TAP Fund</i>	1.34%	\$2,527,804	\$2,527,804	2.58%
<i>Commodities Total</i>	1.34%	\$2,527,804	\$4,877,804	2.58%
<i>Conduct Core Real Estate Search (\$9.5M)</i>	0.00%	\$0	\$0	0.00%
<i>Conduct Value Add Real Estate Search (\$7.5M)</i>	0.00%	\$0	\$0	0.00%
<i>Conduct REIT Search (\$1.8M)</i>	0.00%	\$0	\$0	0.00%
<i>Real Estate Total</i>	0.00%	\$0	\$0	0.00%
<i>Conduct Private Equity Search (\$18.0M)</i>	0.00%	\$0	\$0	0.00%
<i>Landmark Partners Fund XIV</i>	0.36%	\$685,999	\$685,999	0.36%
<i>PEI Fund V</i>	0.52%	\$976,818	\$976,818	0.52%
<i>Private Equity Total</i>	0.88%	\$1,662,817	\$1,662,817	0.88%
<i>State Street STIF Account</i>	0.38%	\$722,560	\$734,971	0.39%
<i>Cash Total</i>	0.38%	\$722,560	\$734,971	0.39%
TOTAL	100.00%	\$188,907,194	\$188,907,194	100.00%

Note: Cash from HFOF liquidation & rebalancing is approximately \$25.0 million

The cash from Hedge Fund of Fund liquidation will be split 50% each to Large Cap Core and Fixed Income

Note: Archstone Absolute Return has quarterly liquidity with 90 days notice
Archstone Offshore Fund has semi-annual liquidity with 90 days notice
Forester Offshore Fund liquidity is in tranches

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Regular Agenda - New Business

Agenda Title

RESOLUTION NO. 100-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Palm Beach Island Beach Management Agreement with the State of Florida Department of Environmental Protection and the State of Florida Fish and Wildlife Conservation Commission, for Defining Mutually Agreeable Methods for Coastal Erosion Control, Natural Community Protection, and Monitoring Protocols in Pursuit of Regional Management with Net Ecosystem Benefits of the Coastal System Between the Lake Worth Inlet and South Lake Worth Inlet.

Presenter

Peter B. Elwell, Town Manager

Supporting Documents

- Memorandum dated May 25, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 100-2013
- Beach Management Agreement

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Authorization to Execute the State of Florida Department of Environmental Protection (FDEP) Palm Beach Island (PBI) Beach Management Agreement (BMA) Pilot Project
Resolution No. 100-2013

Date: May 25, 2013

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 100-2013 and authorize Mayor Gail L. Coniglio to execute the Palm Beach Island (PBI) Beach Management Agreement (BMA) with the State of Florida Department of Environmental Protection (FDEP) and the Florida Fish and Wildlife Conservation Commission (FWC) for defining mutually agreeable methods for coastal erosion control, natural community protection, and monitoring protocols in pursuit of regional management with net ecosystem benefits of the coastal system between the Lake Worth Inlet and South Lake Worth Inlet.

GENERAL INFORMATION

Since May 16, 2012, FDEP conducted six (6) public stakeholder meetings pertaining to the PBI BMA. Following the September 18, 2012 stakeholder meeting, FDEP determined that enough local interest for this pilot project had been obtained to request official participation by applicable local sponsors who would be the likely signatories for a potential PBI BMA. FDEP requested that all the likely signatories submit an application letter before the last scheduled stakeholder meeting.

On October 9, 2012, Town Council authorized the Town Manager to provide an application letter to FDEP which officially expressed the Town's desire to participate in the PBI BMA process. Town Council authorization also included pursuit of the following projects to be included in the BMA:

- Sand Transfer Plant Phase II Pipeline Extension
- Town-wide Groin Rehabilitation Program
- Mid-Town Renourishment Project (with the inclusion of one additional groin)
- Phipps Ocean Park/Reach 7 Renourishment Project (no structures)
- Dune Restoration

In February 2013, FDEP provided a draft BMA to all stakeholders and solicited public comments. On April 2, 2013, Town staff provided comments before the April 15, 2013 extended review period deadline. Town staff comments included details regarding the following topics: projects, mitigation, sediment parameters, and the term of the agreement.

Taking all comments from stakeholders into consideration, FDEP provided a final draft of the BMA in late May 2013 for signatory and regulatory final review. FDEP expects to release the final draft of the BMA and appendices with a Notice of Issuance in early June 2013. The most recent draft without appendices is attached for reference. The final draft of the BMA will be available online, likely before the date of the Town Council meeting, by visiting <http://www.dep.state.fl.us/beaches/pb-bma/>.

The final draft does include all the projects within the Town's requested list.

The projects included in the BMA are pre-approved by FDEP. Specific items will need to be submitted prior to FDEP's issuance of a Notice to Proceed for individual project approval to ensure that the project will be constructed pursuant to the BMA. The individual project approval effort has a much more expedient process than the multi-year permitting review which will allow the Town to better plan and bid projects. In exchange for State regulatory authorization efficiencies, the Town of Palm Beach, will need to perform the following activities that are currently beyond the existing obligations of our individual projects:

- Cell-wide physical and biological hardbottom monitoring and reporting
- Cell-wide sea turtle nesting monitoring
- Removal of outfalls discharging on beach and dune system

Despite the expansion of the monitoring efforts, which have been included to provide a net ecosystem benefit, the Town will not be responsible for any additional mitigation beyond what would be obligated through the traditional independent project approval process. As stated within the final BMA draft, "the Department does not anticipate direct or secondary impacts associated with the listed projects beyond those impacts that have occurred and have been or are being mitigated for in previously permitted projects." One project will be monitored to verify the prediction of 'no impact' in the BMA (the revised Mid-Town Beach Nourishment Project).

Although the Federal regulatory and advisory agencies, including the U.S. Army Corps of Engineers and NOAA National Marine Fisheries Services, have provided letters of non-binding support for the BMA and have committed to use the same project-related regulatory data collected to perform their permit evaluations, Federal permits will be needed for the BMA projects (other than dune restoration) before they can be constructed.

If the BMA is ever terminated, the BMA authorized projects would transition into typical permit expiration dates, ranging from 5 to 15 years (for example: 5 years for Groin Rehabilitation and 15 years for the Phipps Ocean Park/Reach 7 Beach Nourishment Project), which would begin from the Individual Project Approval (IPA) for each particular project.

FUNDING/FISCAL IMPACT

Funding for BMA implementation has been included in development of the Coastal Management Program's FY 2014 budget and 10-Year 2014-2023 forecast. The Town annually appropriates a significant amount of funding for coastal permitting activities. As described above, one of the benefits of the BMA process has been FDEP's development of a more efficient review and authorization program for projects included in the BMA, saving both time and money for the Town and other coastal project local sponsors on Palm Beach Island between the Lake Worth Inlet (Palm Beach Inlet) and South Lake Worth Inlet (Boynton Inlet).

TOWN ATTORNEY REVIEW

Resolution No. 100-2013 and the BMA have been reviewed by the Town Attorney and/or his designee and approved for legal form and sufficiency.

Attachments

cc: Jane Struder, Director of Finance
Robert Weber, Coastal Coordinator

RESOLUTION NO. 100-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PALM BEACH ISLAND BEACH MANAGEMENT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE STATE OF FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, FOR DEFINING MUTUALLY AGREEABLE METHODS FOR COASTAL EROSION CONTROL, NATURAL COMMUNITY PROTECTION, AND MONITORING PROTOCOLS IN PURSUIT OF REGIONAL MANAGEMENT WITH NET ECOSYSTEM BENEFITS OF THE COASTAL SYSTEM BETWEEN THE LAKE WORTH INLET AND SOUTH LAKE WORTH INLET.

* * * * *

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 Beach Management Agreement with the State of Florida Department of Environmental Protection and the State of Florida Fish & Wildlife Conservation Commission, a copy of which is attached hereto.

Section 2. The Mayor is hereby authorized and directed to execute this agreement on behalf of the Town of Palm Beach for defining mutually agreeable methods for coastal erosion control, natural community protection, and monitoring protocols in pursuit of regional management with net ecosystem benefits of the coastal system between the Lake Worth Inlet and South Lake Worth Inlet.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 11th day of June 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

Palm Beach Island Beach Management Agreement

Florida Department of Environmental Protection



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A) Threshold and Procedural Matters

1. The Town of Palm Beach, Palm Beach County, and XX (Participants or BMA Participants) and the State of Florida Department of Environmental Protection (DEP or Department) and the Florida Fish and Wildlife Conservation Commission (FWC) have agreed to enter into this Palm Beach Island Beach Management Agreement (Agreement or BMA) to coordinate beach management activities within the Agreement Area defined in Article D.
2. This Agreement, including attachments and Appendices (collectively Agreement or BMA), is entered into pursuant to the authority in sections 161.101, 403.061, and 403.0752, Florida Statutes (F.S.). This Agreement is binding on all BMA Participants. Department approvals issued pursuant to the Agreement will be subject to public notice, administrative hearing and decision-making procedures, and include points of entry for third parties at the time of Agreement and at Individual Project Approval (IPA), as set forth in the applicable provisions of state law and this Agreement.
3. The BMA process established herein coordinates the regulatory responsibilities of the Department with other state and federal agencies, and with the interests of the BMA Participants and the public in a streamlined program to protect the environment and to provide net ecosystem benefits pursuant to subsection 403.0752(2)(a), F.S.
4. This Agreement is intended to coordinate and facilitate flexible permitting for beach management and to achieve net ecosystem benefits and related public objectives for the area. The BMA Participants and the Department acknowledge that the Agreement and the procedures and conditions for IPA set forth herein meet the substantive regulatory and proprietary criteria of Chapter 161, Chapter 253, Part IV Chapter 373, and Chapter 403, F.S., and the BMA Participants have provided reasonable assurance that the objectives and requirements of subsections 403.0752(1), (2), (3), and (4), F.S., are met.
5. The Agreement's approach to authorizing projects and activities is centered on regional management of the coastal system rather than the conventional project-by-project permitting process. For this reason, the BMA will improve comprehensive coastal management and result in a net ecosystem benefits to the coastal system through cell-wide monitoring of resources, improved inlet bypassing, and efficient use of beach quality sand. In addition, the

Agreement is expected to generate a more cost-effective and efficient permitting process that will reduce the BMA Participants' costs, time delays, and permitting uncertainty.

6. Subsection 403.0752(2), F.S., provides that the Department and regulated entities may enter into management agreements when the Department determines that:

- a. Implementation of such an Agreement meets all the applicable standards and criteria, so that there is a net ecosystem benefit to the subject ecosystem more favorable than operation under applicable rules;
- b. Entry into such an Agreement will not interfere with the Department's obligations under any federally delegated or approved program;
- c. Implementation of the agreement will result in a reduction in overall risks to human health and the environment as compared to activities conducted in the absence of the Agreement; and
- d. The regulated entity has certified to the Department that it has in place internal environmental management systems or alternative internal controls sufficient to implement this Agreement.

The Department has determined that the requirements of subsection 403.0752(2), F.S., will be satisfied through implementation of this Agreement.

B) Agreement Overview

The primary goal of the BMA is to define mutually agreeable methods among stakeholders for coastal erosion control, natural community protection and monitoring protocols in pursuit of regional management of Palm Beach Island's coastal system, while providing net ecosystem benefits to the cell. Currently, beach erosion control and inlet management activities are regulated, project by project, through the Department's Joint Coastal Permitting (JCP) Program. Beach erosion control activities, such as beach restoration and nourishment projects, require three forms of authorization: coastal construction permits (Chapter 161, F.S.), environmental resource permits (Part IV Chapter 373, F.S.), and proprietary authorization to use sovereign submerged lands (Chapters 253 and 258, F.S.). The JCP consolidates these authorizations into one permit and also serves as the final determination of consistency with Florida's Coastal Zone Management Program (CZMA) and water quality certification under the Clean Water Act.

The BMA Participants and Department initiated the Agreement to improve techniques for managing the sand resources and beach erosion within the Palm Beach Island coastal cell (Agreement Area) defined in Article C. (See map in Article C for a general depiction of the area.) A primary goal of the Agreement is to develop a coordinated, long-term process that facilitates predictable approval of qualifying coastal erosion control and inlet management activities described herein. Ultimately, the Agreement is intended to facilitate regional management of the Palm Beach Island coastal cell through mutually agreeable methods for coastal erosion control, coastal ecosystem protection, and monitoring protocols.

This Agreement addresses State regulatory and proprietary approvals for managing the sand resources and beach erosion within the Agreement Area. It sets forth the procedures and criteria to be followed by the Department and the BMA Participants for pre-application meetings and application submittal, review and approval for individual projects within the Agreement Area, as well as coordination with federal agencies and notice to the public. The Agreement also sets forth annual cell-wide requirements for the BMA Participants to monitor the movement of sand, sea turtle nesting, and exposure and burial of hardbottom and to perform aerial surveys.

Department staff reviewed the projects specifically described in Article D of the Agreement to determine consistency with the substantive requirements of Chapter 161, Chapter 253, Part IV Chapter 373, and Chapter 403, F.S., and their implementing rules, and for dune restoration, Chapter 161, F.S., and its implementing rules. This review determined that cell-wide management of sand resources and beach erosion would result in net ecosystem benefits.

Prior to construction, individual projects must demonstrate compliance with the conditions of this Agreement under the IPA process set forth in Articles H & I. When conducted pursuant to the conditions of this Agreement, those projects and activities will meet or exceed the applicable substantive criteria of Chapter 161, Chapter 253, Part IV Chapter 373, and Chapter 403, F.S., and their implementing rules. This Agreement also constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C., and a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act (CZMA).

C) Description of Agreement Area

1. The Agreement Area is generally defined by the boundaries of the coastal cell located within the coastal system of Palm Beach Island, encompassing 15.7 miles of Atlantic Ocean shoreline, and covering 34.5% of the Palm Beach County Shoreline. The approximate shoreline and critically eroded shoreline lengths for each municipality within the Agreement Area are summarized in Table 1. Critical erosion shoreline lengths are also depicted in Figure 1 below.

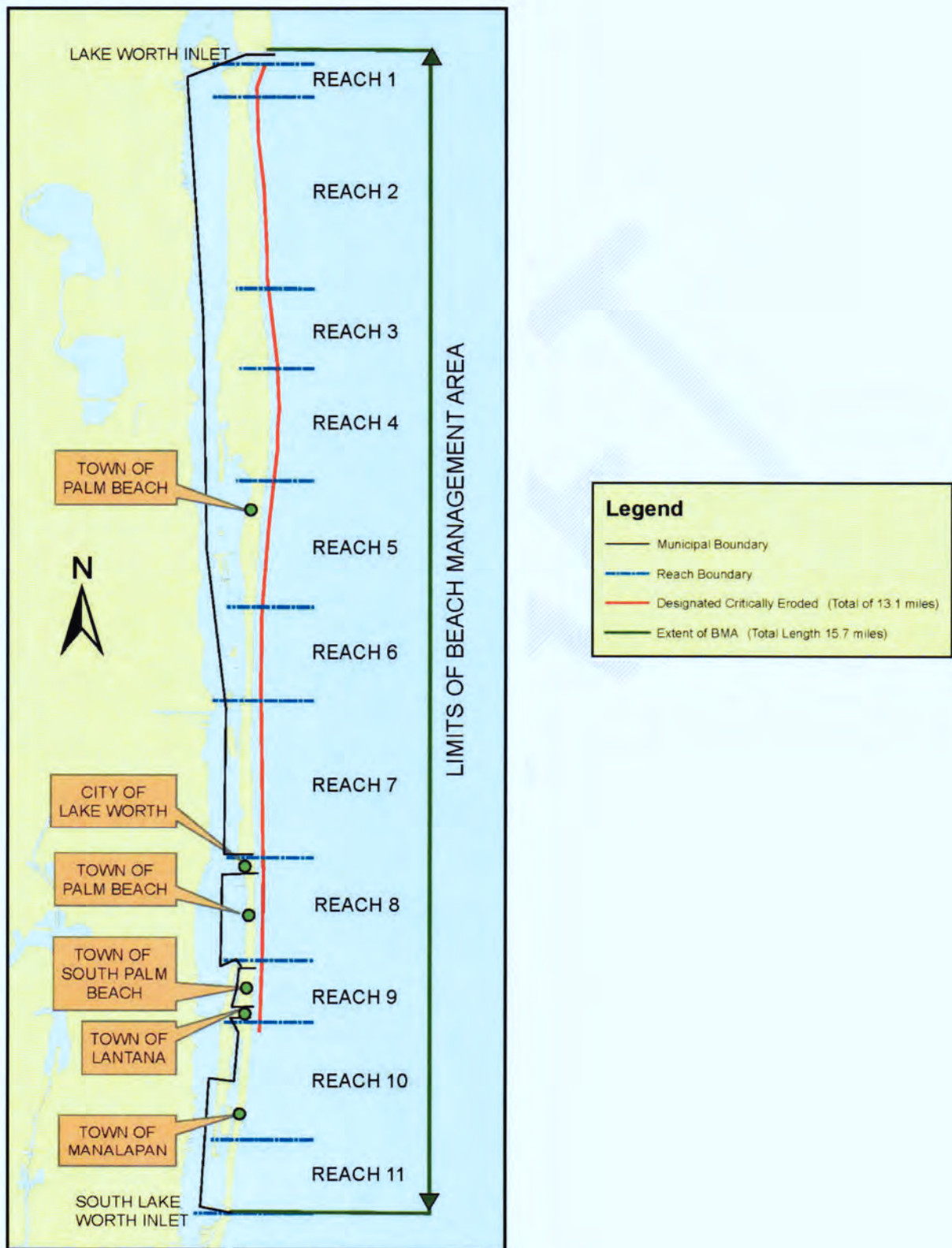
Table 1: Shoreline Lengths and Critically Eroded Areas for Municipalities within the BMA

Palm Beach Island BMA Shoreline and % Critical Erosion Shoreline			
Municipality	Shoreline length	Percent of BMA cell	Length of Critically Eroded Beach
Town of Palm Beach	12.13 Miles	77.2	12.01 Miles
City of Lake Worth	0.19 Miles	1.2	0.34 Miles
Town of South Palm Beach	0.53 Miles	3.4	0.49 Miles
Town of Lantana	0.15 Miles	1.0	0.13 Miles
Town of Manalapan	2.70 Miles	17.2	0.12 Miles
<i>BMA Length</i>	<i>15.70 Miles</i>	<i>100</i>	<i>13.09 miles</i>

2. The specific boundaries of the Agreement Area, approximately 5,560 acres, are defined as follows:

- a. On the North from the Sand Transfer Plant located on the Lake Worth Inlet north jetty;
- b. On the East at the -40.0' NAVD 88 contour;
- c. On the West at the landward extent of the crest of the significant dune or a seawall, (whichever occurs first); and,
- d. On the South at an east/west line twenty-five feet north of the extended reach of the intake pipe on the South Lake Worth Inlet Sand Bypass facility on Palm Beach Island in Manalapan.

Figure 1: Limits of the BMA Area



3. Shoreline Reach Designation

The Town of Palm Beach prepared comprehensive coastal management plans in 1986 and 1998, segmenting the Town's shoreline into "reaches" in order to examine erosion problems and develop engineering plans for areas with similar coastal processes. The reaches remained more or less consistent for the past 25 years with slight revisions. The 1998 revision expanded the reach concept from the southern limits of the Town to the southern limits of Palm Beach Island. More recently, the Town extended Reach 7 into the northern section of Reach 8, and includes the Lake Worth Pier. This revision was proposed to reflect the Town's evolving management strategies and is reflected in Table 2.

Table 2: Shoreline Reach Designation

Town of Palm Beach, Coastal Management Plan Location and Project Boundaries			
REACH	PHYSICAL DESCRIPTION	DNR LOCATION	LENGTH
1	Lake Worth Inlet	R76 - R78+500' *	2,875'
2	Onondaga Ave to El Mirasol	R78+500' - R90+400' *	13,080'
3	El Mirasol to Via Bethesda (Breakers)	R90+400' - R95	5,710'
4	Via Bethesda to Banyan Road (Mid-Town)	R95 - R102+300'	7,995'
5	Banyan Road to Widener's Curve	R102+300' - R110+100'	8,961'
6	Widener's Curve to Sloan's Curve	R110+100' - R116+500'	6,659'
7	Sloan's Curve to Lake Worth Pier (Phipps Ocean Park and Kresler Park)	R116+500' - R128+530'	12,348'
8	Lake Worth Municipal Beach Pier to South Town Limits	R128+530' - R133+500'	6,140'
9	La Bonne Vie to Lantana Avenue	T133+500' - R137+400'	4,353'
10	Lantana Avenue to Chillingsworth Curve	T137+400' - R145+740'	8,478'
11	Chillingsworth Curve to South Lake Worth Inlet	R145+740' - R151+300'	5,433'

* For purposes of hardbottom delineation, Reach 1 extended from R76-R78, and Reach 2 extended from R78- R90+400'

D) BMA Projects and Authorized Activities

This Article defines the projects approved in the BMA, including consistency with the Strategic Beach Management Plan, cell-wide sand specifications, and associated mixing zone variances for beach nourishment.

1. Consistency with Strategic Beach Management Plan for Listed and Future Projects

The Florida Legislature directs and provides funding to the Department to implement a comprehensive, statewide beach management plan for beach erosion control, beach restoration and beach nourishment, and inlet management activities. In accordance with section 161.161, Florida Statutes, the Department develops and maintains this plan for the restoration and maintenance of the state's critically eroded beaches and inlets. The Department last updated and adopted the Strategic Beach Management Plan on May 21, 2008. (a copy may be obtained at <http://www.dep.state.fl.us/beaches/publications/index.htm>) The Department's adopted statewide Strategic Beach Management Plan strategies for the projects listed in Article D are:

- Lake Worth Inlet Maintenance Dredging: bypass an average annual volume of 202,000 cubic yards of sand to the downdrift beaches south of the inlet; place all beach compatible material dredged during channel maintenance on downdrift beaches in areas of greatest need in Reach 1 and 2, and when feasible at the Mid-town and Phipps Ocean Park projects;
- Lake Worth Inlet Sand Transfer Plant: extension of the discharge pipelines to increase bypassing efficiency with discharge points located at the south jetty, and approximately 1,000 feet and 2,500 feet south of the south jetty;
- Mid-Town Beach Nourishment Project: Maintain through monitoring and nourishment using sand from offshore and upland sources;
- Phipps Ocean Park Beach Nourishment Project: Maintain through monitoring and nourishment using sand from offshore and upland sources;
- Dune and Backshore Berm Restoration and Maintenance: Consistent with adopted strategies to maintain nourishment projects.
- Groin rehabilitation: consistent with adopted strategy to maintain nourishments. A current list of groins needing rehabilitation is listed in Article D.3.e.

Pursuant to Rule 62B-41.008(1)(m), F.A.C., activities proposed for Department approval shall be accompanied by a demonstration of consistency with the adopted statewide Strategic Beach Management Plan. Based on its evaluation of the projects listed in Article D, the Department determined that the proposed activities are consistent with the strategies in the adopted plan.

Strategic Beach Management Strategies for Potential Future Projects

The Department's adopted statewide Strategic Beach Management Plan strategy for proposed activities within the Agreement area that are not included in the projects listed in Article D are:

- Lake Worth Inlet Maintenance Dredging
 - Reach 1 and 2: limitation of placement area to dry beach or swash zone
 - Reach 2: extension of the beach placement area for dredged material from the maintenance of the navigation channels at Lake Worth Inlet
- Reach 8 South Beaches: construct restoration projects in environmentally suited areas;
- Central Palm Beach County Comprehensive Erosion Control Project (South Palm Beach, Lantana, and Manalapan): Conduct dune restoration where feasible; complete feasibility study to determine environmentally acceptable designs for beach restoration.

The completion of feasibility/design studies and associated environmental impact statements for the Reach 8, Reach 2 and Central Palm Beach projects are consistent with the strategies in the adopted plan.

2. Cell-wide Sand Quality Specification

The Agreement Area contains sediment that exhibit the characteristics defined in Rule 62B-49.007(2)(j), F.A.C., which requires that sand placed on the beach must be compatible with the sand currently existing on the beach. Fill material must maintain the general character and functionality of the material occurring on the beach.

The Department has determined that the fill material identified in Article D-4 meets the criteria in Table 3 will maintain the general character and functionality of the material

occurring on the beaches in the Agreement Area. Therefore, the identified material be used for placement on the beaches within the Agreement Area. Further, BMA Participants may use any borrow areas or upland sources identified for future projects or sediment placement events, as long as they meet the criteria in Table 3.

The Department and the Participants acknowledge that it is possible that discrete occurrences of non-beach compatible sediments may exist within the permitted borrow area(s) that do not comply with the limiting parameters of Fla. Admin. Code r. 62B-41.007(2)(j) 1. – 5., or vary in Munsell color from the composite value. The compliance specifications take into account the variability of sediment on the native or existing beach, and are values which may reasonably be attained given what is known about the borrow area sediment. Beach fill material which falls outside of these limits will be considered unacceptable and subject to remediation.

Table 3- Sediment Compliance Specifications

Sediment Parameter	Parameter Definition	Compliance Value
Mean grain size	Minimum and maximum values (Using moment method calculation)	0.25 mm to 0.60mm
Max. Silt Content	passing #230 sieve	2%
Max. Fine Gravel Content*	retained on #4 sieve	12%
Munsell Color Value	moist Value (chroma = 1)	6 or lighter
The beach fill material shall not contain construction debris, toxic material, other foreign matter, coarse gravel or rocks.		

**Shell Content is used as the indicator of fine gravel content for the implementation of quality control/quality assurance procedures.*

Two Sediment Quality Control / Quality Assurance (QC/QA) Plans have been developed for the BMA Projects. One covers procedures for the use of an offshore borrow area such as the ones described above. The other plan covers procedures for the use of an upland sand source. The selection of an offshore or upland sand source for beach nourishment and dune restoration and maintenance is at the discretion of the BMA Participants.

3. Approved Projects

This Article identifies the projects and activities authorized by this Agreement. Any activities not listed here are not authorized under the BMA, but may be authorized by the conventional permitting procedures or added to the BMA through modification. Prior to construction, the Department will review the activities identified below for consistency with the Agreement including proprietary approval and associated mixing zone variances where necessary, through the IPA procedures as set forth in Articles H and I. The project drawings are provided in Appendix A.

a. Lake Worth Inlet Maintenance Dredging

The permitted activity is periodic maintenance dredging of the entire navigation-related complex at Palm Beach Harbor/Lake Worth Inlet to the following specifications:

Location	Depth + Overdredge (below MLW)	USACE Boundaries* (Approximate)
Settling Basin (Southern)	35 feet + 2 feet	Rge (000 to -100), Stn (32.0 to 37.5)
Extended Settling Basin	35 feet + 2 feet	Rge (-100 to -300), Stn (32.0 to 37.0)
Expanded Settling Basin	35 feet + 2 feet	Rge (-300 to -800), Stn (32.0 to 37.5)
Entrance Channel (Outer)	35 feet + 2 feet	Rge (000 to 400), Stn (25.0 to 30.0)
Entrance Channel (Main)	39 feet + 2 feet	Rge (000 to 400), Stn (30.0 to 47.0)
Entrance Channel (Main)	37 feet + 2 feet	Rge (000 to 400), Stn (47.0 to 56.0)
Inner Channel	33 feet + 2 feet	Rge (000 to 400), Stn (56.0 to 86.0)
Turning Basin (Main)	33 feet + 2 feet	Rge (-140 to 1600), PI Stn (-1.4 to 17.2)
Turning Basin (Northern)	25 feet + 1 foot	Rge (-500 to 150), PI Stn (10.1 to 19.6)

* Reference from USACE plans. Rge interval = one foot, Stn interval = 100 feet.

Dredged material will be placed within the beach-nearshore template. The berm will have an elevation of approximately +8.7 feet (MLW), with a 1V:20H seaward slope.

Placement of material may begin immediately south of the south jetty, and proceed in a

southerly direction approximately 3,450 feet near FDEP reference monument R-79. If the authorized beach placement area immediately south of the Lake Worth Inlet is filled, then beach-quality sand may be placed within the Mid-Town Beach or the Phipps Ocean Park nourishment template. Within the entrance channel (between USACE Stations 25.0 to 56.0), shoals of less than 5,000 cubic yards may be transferred to deeper parts of the channel to temporarily alleviate navigational hazards.

b. Lake Worth Inlet Sand Transfer Plant

The Department authorizes improvements to the sand transfer plant owned by the Town of Palm Beach at Lake Worth Inlet. The Department also authorizes the operation and maintenance of the sand transfer plant.

Construction improvements include a new pump house facility immediately adjacent to the existing bypass plant on the north jetty of the Lake Worth Inlet and the construction of an additional discharge pipeline. The new facility will house a booster pump for an additional pipeline to transport material from the north jetty approximately 4,500 feet south to an alternate discharge point near R-79 within Reach 2 in the Town of Palm Beach. The Department authorizes the new pipeline to be directionally drilled beneath the inlet channel and remain below the sea bottom until it reaches a beach discharge structure anchored to pilings and enclosed in architectural formwork on the beach.

During the operation phase, the Department authorizes the bypassing of approximately 162,000 cubic yards of beach-quality sand per year to the beach on the south side of the inlet. Material discharge rates from the bypassing plant will be less than 5,000 cubic yards per day and on an intermittent basis as coastal littoral transport processes move sand to the intake pipe of the bypassing plant on the north jetty. The Town of Palm Beach will utilize the two discharge pipelines as needed to maintain the beach in Reach 1 and Reach 2, and protect the shore-based discharge pipeline structure located immediately south of the inlet.

Figure 2: Sand Transfer Map



c. Mid-Town Beach Nourishment Project

The Department authorizes periodic beach nourishment to maintain the beach restoration project located in the central portion of the Town of Palm Beach between DEP Reference Monuments R-89 and R-102 (Reaches 3 and 4), and maintenance repairs to the eleven existing groins. In conjunction with this activity, the Department authorizes the construction and maintenance of one additional groin located at R-99.3.

The beach fill design consists of a 25-foot wide design berm plus advance beach nourishment placed seaward of the design berm at an elevation of +9 feet NGVD for an average construction berm width of 180 feet. The beach construction berm is designed to a 1V:10H (vertical;horizontal) slope. The volumetric amount will be based on existing site conditions at the time of construction, but will not exceed the permitted template.

The Department authorizes the Town of Palm Beach to obtain beach-compatible sand from offshore borrow areas as as outlined in Article D-4. Alternatively, the Town of Palm Beach may obtain beach-compatible sand from an approved upland source consistent with the cell-wide sand specifications outlined in Article D-2 and truck-hauled to the beach through designated beach maintenance access sites. If beach-compatible

sand becomes available from the maintenance dredging of Lake Worth Inlet by the U.S. Army Corps of Engineers described in Article D-3.a., it may also be used as fill material for the portion of this beach template located between reference monuments R-95+108 feet and R-101.4.

The Department authorizes repairs and maintenance to the eleven groins constructed in conjunction with the 1995 beach restoration (DEP File # 50-273953-9 and DBS9A0352-PB) not to exceed the parameters of the original design as shown in the approved plans and specifications. The groins are spaced approximately 325 feet apart on average and vary in length from 88 feet to 167 feet with a crest elevation at +6.0 feet NGVD, toe at approximately -1.0 feet NGVD at the landward end and approximately -4.0 feet at the seaward end. In addition, the construction and maintenance of one additional groin is authorized near the south limits of the project area at Department Reference Monument R-99.3. The authorized groin will be 98 feet long in the shore-normal direction and 12 feet wide at the crest. The sand placement described above will completely cover the groin.

Figure 3: Mid Town Project Map



and material may be stockpiled on the berm between R-119 and R-126 to replenish the restored dune.

The beach fill design from R-119 to R-127, consists of a +9 feet NGVD berm elevation with an average construction berm width varying from 190 feet to 455 feet. The restored dune has a typical crest width of 25 feet at an elevation of +16 feet NGVD, with a 1V:3H slope down to the beach berm, except north of R-119 where the dune crest is +10 feet. The volumetric amount will be based on existing site conditions at the time of construction, but will not exceed the permitted template.

The Department authorizes the Town of Palm Beach to obtain beach-compatible sand from an offshore borrow areas outlined in Article D-4, or any offshore source consistent with the cell-wide sand specifications in Article D-2. Alternatively, the Town of Palm Beach may obtain beach-compatible sand from an approved upland source consistent with the cell-wide sand specifications outlined in Article D-2 and truck-hauled to the beach through designated beach maintenance access sites.

The Phipps Ocean Park beach nourishment project includes periodic dune restoration south of the Lake Worth Pier in Reach 8. The dune-only portion, from R-129 to R-134 (within Reach 8), will be constructed to an elevation of +10 feet NAVD with a 1V:3H slope.

Figure 4: Phipps Ocean Park Project Map



e. Palm Beach Groin Rehabilitation

The BMA authorizes repair, rehabilitation, or removal of existing groins within the Reaches 2, 4, 5, and 6, as described in the 2011 Coastal Structures Plan for the Town of Palm Beach. The adaptive management strategy for this authorization includes revising the list of groins needing repair, rehabilitation, or removal, and updating the below table.

Table 4: Groin Repair, Rehabilitation, or Removal List

Location	Structure ID	Activity
Reach 2		
R-88	G73655	Retain and Repair
R-88+875	G72800	Retain and Repair
R-89+325	G72426	Retain and Repair
R-89+850	G71894	Remove
R-90+50	G71633	Retain and Repair
Reach 4 "North"		
R-100+225	G59940	Retain and Repair
R-100+1150	G59002	Retain and Repair
Reach 5 "South"		
R108+650	G50601	Retain and Repair
R108+1000	G50249	Retain and Repair
R109+175	G49866	Retain and Repair
Reach 6		
R-114+150	A44411	Remove

f. Dune and Backshore Berm Restoration and Maintenance

The Department authorizes the BMA Participants to construct artificial dunes within the Agreement Area as described below. Artificial dunes constructed in the Agreement Area are intended to protect upland properties and to protect and enhance habitat. The Department identified segments of shoreline within the Agreement Area with conditions suitable for the construction of sustainable dune features and developed procedures the BMA Participants must follow to construct dunes on those shorelines. Implementation of this Article will not only meet the goals stated above, but also provide more efficient and predictable permitting of artificial dunes in the Agreement Area.

The Department identified four dune conditions, permissible by the BMA, based on aerial and visual inspection of existing dunes, armoring, beach widths and elevations within the Agreement Area. These areas are identified in Appendix A-4. Condition 1 is

excellent for dune restoration projects, having a wide and elevated back beach berm. Condition 1 shorelines contain the island's best existing dune features. Condition 2 is good or appropriate for dune projects, having a sufficiently wide back beach berm on which fill can be placed. These shorelines are often steep and armored and, for this reason, the sustainability of the dune feature is lower. Condition 2 dunes could be considered sacrificial, meaning dunes constructed in these locations will likely provide temporary relief from coastal erosion until persistent wave activity transports material from the template. Condition 3 is considered a poor condition for dunes, as constructed dunes are likely not sustainable and are subject to erosion from high frequency storms. Condition 4 includes the dune and backshore berm designs for the Mid-Town and Phipps Ocean Park beach nourishment projects.

The BMA Participant may use an offshore borrow area to obtain beach compatible sand that is stockpiled during beach nourishment and then transported to the dune restoration site. Alternatively, beach compatible sand may be obtained from an approved upland sand source consistent with Article D-2. This would allow the placement of artificial dunes in new locations or the restriction of dune placement in others. Changes in areas authorized for dune placement will require a formal amendment of the agreement.

BMA Participants wishing to construct a dune must meet the criteria set forth in Appendix F-1. Before constructing a dune, the BMA Participant must follow the authorization procedures in Article I.

Figure 5: Current Cell-wide Dune Conditions - North

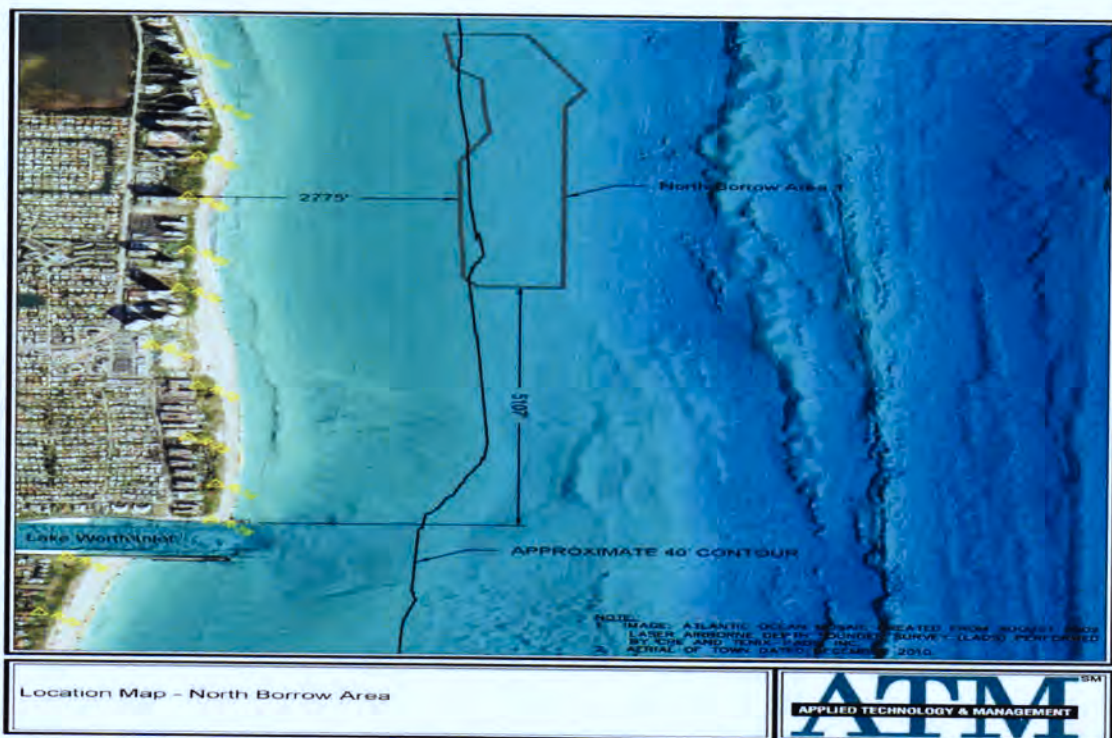


4. Approved Offshore Borrow Areas

a. North Borrow Area 1 (NBA1)

North Borrow Area 1 is a southward extension of the borrow area used for the 2009 Juno Beach Restoration Project and is located 1 to 2 miles north of Lake Worth Inlet in water depths between 40 and 60 feet approximately 2,500 feet offshore of Singer Island (north of the Agreement Area). The coarsest material within this borrow area occurs along the offshore boundary. In general, the coarser material is a subsurface layer 5-10 feet thick under several feet of fine sand. The estimated 2.8 million cy of material within NBA1 is based on a nominal cut thickness of 15 feet. Core composite values range from 0.25 to 0.31 mm with a composite value for NBA1 of 0.276 mm and silt content of less than 2%. Based on the data provided, the selected regions of the North Borrow Area 1 contain beach compatible material.

Figure 7: Location Map North Borrow Area



b. South Borrow Area 2 (SBA2)

South Borrow Area 2 is adjacent to Reach 7 and Phipps Ocean Park between R-110 and R-120 in water depths of 24-36 feet between the first and second reef. The estimated volume of 1.68 million cy is based on a nominal cut thickness of 10 feet. The cores

collected show a mix fine sand and shell fragments. Some of the cores contain coral or rock fragments. Although a few scattered rock fragments were found in the cores, the occurrence of the rock fragments was not extensive enough to identify continuous lenses or layers of rock rubble. Core composite values range from 0.21 to 0.36 mm with a composite value for SBA2 of 0.29 mm and silt content of approximately 1%. Based on the data provided, beach compatible material in South Borrow Area 2 lies mostly in the landward half of the defined study area.

Analysis of the sub-bottom acoustic data identifies a continuous sub-bottom acoustic reflector at elevations between -42 and -74 feet NAVD, below the maximum reach of the core borings. The reflector defines a seaward sloping rock surface likely correlated to the Anastasia Formation. None of the 2011 cores collected penetrated the elevation of the continuous acoustic reflector. The sediment above the reflector is approximately 28-32 feet thick.

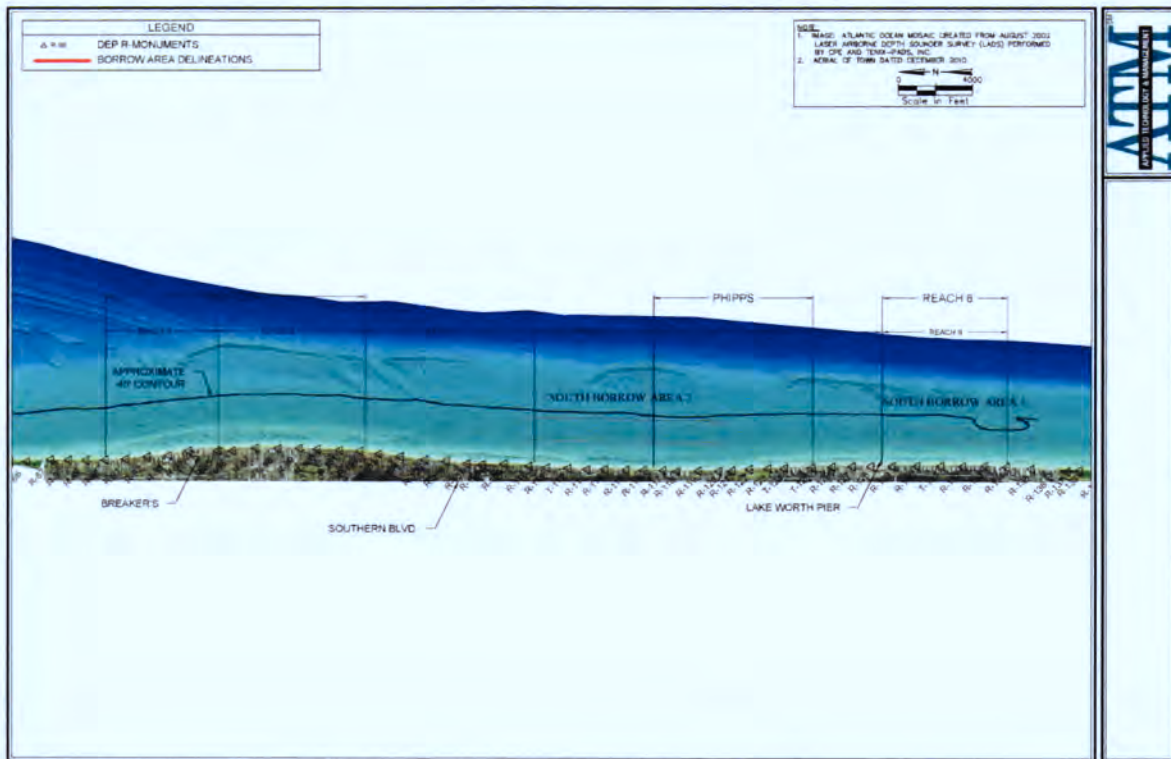
c. South Borrow Area 3 (SBA3)

South Borrow Area 3 is adjacent to Reach 8 from Lake Worth Pier (South of R-128) to the city limits of the Town of Palm Beach (R-134) in water depths of 20-35 feet. SBA3 is located landward of Borrow Area III (R-127 to R-130) and immediately adjacent to Borrow Area IV (R-132 to S of R-134) used for Phipps Ocean Park. SBA3 is same location as Borrow Area V proposed for Reach 8, only with slightly modified boundaries. The estimated volume of 1.83 million cubic yards is based on a nominal cut depth of greater than 10 feet. The cores show a mix of fine sand and shell fragments, and some contain rock and coral fragments. Core composite values range from 0.17 to 0.33 mm with a composite value for SBA3 of 0.25 mm and silt content of approximately 1%. Based on the data provided, the majority of the South Borrow Area 3 study area contains beach compatible material.

Analysis of the sub-bottom acoustic data identifies a continuous sub-bottom acoustic reflector at elevations between -36 and -65 feet NAVD, below the maximum reach of the core borings. If this reflector represents a rock surface, it lies below the sand resources defined by the core borings. None of the 2011 cores collected penetrated extended lenses of rock rubble, but scattered occurrences of rock fragments were found. Some of the deeper cores had rock fragments at their bases of depths 16 to 20 feet below the

bathymetric surface. The reflector elevations fell just at or below the penetration depths of the cores. The sediment above the reflector is approximately 12-20 feet thick, and is thicker on the western portion of the borrow area.

Figure 8: Location Map South Borrow Areas



5. Approved Mixing Zones

The Department hereby grants the BMA Participants a temporary mixing zone for each of the two beach nourishment projects. A mixing zone of 1000 meters downdrift and 300 meters offshore for the nearshore and beach placement site for the Phipps Ocean Park Project beach nourishment activity is authorized. A mixing zone of 150 meters offshore and downdrift is authorized for the Mid-Town beach nourishment activities. This mixing zone shall only be valid during the construction activities authorized in this Agreement. BMA Participants must monitor the turbidity plume as described more fully in Appendix D.

E) BMA Participant & Regulatory Agency Commitments

1. The BMA Participants agree to the following commitments:

- a. This Agreement is the sole mechanism to be used by the BMA Participants to obtain authorization to conduct the specific activities set forth in Article D within the Agreement Area. Changes to the specific activities or other deviations from the terms of the Agreement may require amendment of the Agreement as determined by the criteria set forth in Article N. Permits within the Agreement Area previously issued by the Department to the BMA Participants remain valid until the expiration date. However, in the event permit conditions of existing permits conflict with the BMA permit conditions in Appendix D, the BMA permit conditions shall prevail.
 - b. By signing this BMA, each Participant has certified to the Department that it has in place internal environmental management systems or alternative internal controls sufficient to implement this Agreement.
 - c. The BMA Participants agree to administer the cell-wide monitoring and mitigation plans (for any new projects with impacts), as described in Appendix B.
 - d. The BMA Participants agree to fund the required cell-wide monitoring annually. Any funding strategies are allowable if agreed upon by the Participants.
 - e. The BMA Participants agree to annually report the amount of money spent to perform the projects identified in the Agreement and to comply with conditions of the Agreement.
 - f. The Town of Palm Beach agrees to reduce stormwater discharge onto the beach and dune system as described fully in Article F. Data from this effort shall be submitted to the Department on an annual basis no later than November 30 each calendar year or until the effort is deemed complete by the Department.
2. The Regulatory Agencies signing this Agreement agree to the following commitments:
 - a. Florida Department of Environmental Protection
 - i. Uphold the procedures of this BMA;
 - ii. Post annual cell-wide data and reports on the agency's website and send notification to interested parties;
 - iii. Host annual meeting with State and Federal Regulatory Agencies for data review and adaptive management updates;
 - iv. Host annual meeting with Participants and Stakeholders to present the data collected from the monitoring effort; and,

- v. Conduct the 5-year cell-wide hardbottom monitoring cell -wide review, referenced in Appendix B. Additionally, conduct post project regulatory review of Mid-Town 3-5 years following each nourishment event.
 - vi. Every five years the Department shall hold a public information-gathering forum to report on data collected to date through the BMA process and receive public comment on whether there is cause for the Agreement to be modified or terminated. Notice of such forum shall be published the Department's BMA Website (<http://www.dep.state.fl.us/beaches/pb-bma/index.htm>) and the Florida Administrative Register at least thirty (30) days prior to the forum. Notice shall also be provided to the FWS, NMFS, USACE, FWS, and BMA Participants.
- b. Florida Fish and Wildlife Conservation Commission (FWC)
- i. By signing this document, the FWC does not abrogate its responsibilities under the Florida Constitution, Florida Statutes and Administrative Code Rules, for oversight and protection of public trust resources;
 - ii. The FWC agrees that it has conducted all the necessary evaluation to state that each activity approved in this Agreement in Article D is consistent with Florida's Coastal Zone Management Program and will not adversely affect the conservation of fish and wildlife, including endangered or threatened species, or their habitats;
 - iii. The FWC agrees to review the annual turtle monitoring data and oversee the turtle monitoring protocols in the agreement;
 - iv. The FWC agrees that additional review is necessary for new projects or for BMA amendments that would affect wildlife;
 - v. The FWC agrees that additional evaluation of impacts to fish and wildlife and consideration of adaptive management options are necessary in the event that physical and biological monitoring reveals unanticipated impacts, or if additional species are listed by State Rule;
 - vi. The FWC agrees to provide appropriate representatives to participate in informal pre-application review meetings and Application Review Meetings identified in Article H; and,

- vii. The FWC agrees to conform to the timeframes set forth in this Agreement for IPAs, Article H and I.

3. Regulatory agencies indicate their support of the BMA through submittal of a non-binding support letter. These regulatory agencies include: U.S. Army Corps of Engineers, Regulatory Branch; and National Marine Fisheries Service (NMFS). The support letter indicates agreement with the following items:

- i. Agree to use the same project-related regulatory data collected through the Cell-Wide Hardbottom and Marine Turtle Monitoring Plans to perform their own independent permit evaluations.
- ii. Agree to provide appropriate representatives to participate in informal pre-application review meetings and Application Review Meetings identified in Article H.
- iii. Agree to conform to the timeframes set forth in this Agreement for IPAs, Article H.

F) Net Ecosystem Benefits

The Department determines and the BMA Participants acknowledge that the requirement to provide net ecosystem benefits to the Agreement Area more favorable than those that would be provided under current regulations under section 403.0752, F.S., will be satisfied through implementation of this Agreement. The Department and BMA Participants agree that implementation of the Agreement will result in the following net ecosystem benefits:

1. Improved Inlet Management: Lake Worth Sand Transfer Plant Improvements

The BMA Participants agrees to improve the transport of beach quality sand across Lake Worth Inlet onto the eroding beaches located on the northern portion of Palm Beach Island. The Florida Legislature recognizes that inlets interrupt or alter the natural drift of beach-quality sand resources. Fla. Stat. § 161.141(2). Accordingly, the Legislature found that it is in the public interest to replicate the natural drift of sand which is interrupted or altered by inlets. Id.

Currently there is a sand transfer plant located on the northern jetty of the Lake Worth Inlet operated by the Town of Palm Beach. This sand transfer plant hydraulically pumps sand from the wide southern portion of Town of Palm Beach Shores onto the eroding

northern portion of Palm Beach Island. While this effort has provided some relief to the northern eroding portion of Palm Beach Island, its function has not been completely successful. Currently, beach quality sand from north of the inlet is only placed in Reach 1 at (R-76). This sand tends to build up in this location and not continue its flow to the south because the inlet navigation improvements shelter this location from waves and reduces littoral sediment transport. Despite sand bypassing from the transfer plant, historical physical monitoring documents accretion of beaches in Reach 1 and generally eroded beach conditions in Reach 2.

The Town of Palm Beach has the authority to construct a new pump house facility immediately adjacent to the existing bypass plant on the north jetty of the Lake Worth Inlet and to construct an additional discharge pipeline. The new facility will house a booster pump for an additional pipeline to transport material from the north jetty approximately 4,500 feet south to an alternate discharge point near R-79 within Reach 2 in the Town of Palm Beach where sand is expected to continue its natural sand transport south. The improved sand transfer plant will result in fewer operational delays, as well as a greater area to bypass sand, thereby maximizing operational efficiency. These improvements will enhance the ability of the Town to transfer sand to the eroded beach and better replicate the littoral transport of sand from north to south.

Additionally, the BMA Participants will actively manage the inlet maintenance dredging conducted by the CORPS in order to better service the downdrift beaches in need of bypassed material, and lead to more efficient and effective sand management. The groins in the BMA cell will also be rehabilitated in order to stabilize the beaches and maximize the amount of placed sand retained on erosive beaches. The BMA Participants will assess the best inlet and groin management options to better maintain the bypassing effort to the south of the inlet.

This is a Net Ecosystem Benefit because while the Town of Palm Beach is currently achieving its annual bypassing goals, maximum effectiveness of this bypassing is not being achieved. The BMA Participants are implementing a solution that will improve the stability of the beach dune system through more effective bypassing.

2. Cell-wide biological hardbottom and physical monitoring

The BMA Participants agree to implement annual cell-wide physical and biological monitoring of submerged hardbottom and a regular reporting of such findings. The BMA Participants will follow agreed upon standard methodologies for data collection and analyses as described in Appendix B. The monitoring plans will meet the state and federal regulatory requirements for approved projects. These monitoring will also create a Net Ecosystem Benefit by obtaining a more complete cell wide understanding of hardbottom and sediment variability.

Implementation of this plan will result in more efficient and cost-effective management of hardbottom within the Agreement Area. Joint Coastal Permits issued through the Department have typically required collection of physical and biological monitoring data within the immediate area of the permitted project. By implementing cell-wide monitoring, the BMA Participants and the Department will monitor the entire cell and gain a consistent and comprehensive assessment of project performance, as well as a better understanding of natural variation in the cell. The cell-wide biological monitoring will include specific transects typically utilized to determine project impacts within the monitoring program. However, the cell-wide monitoring and reporting program will also establish predictable and systematic data collection methodologies over the entire cell and improve the evaluation of coastal resources over the long-term. With this information, the BMA Participants and the Department will be able to adaptively manage the resources in the Agreement Area. The cell-wide approach will advance understanding of coastal ecosystems in general and improve the quality of recommendations to enhance protection strategies for hardbottom and marine turtle foraging and nesting habitats and other resources in this area and in other areas in the future.

The cell-wide physical and biological monitoring program will be implemented as described in Appendix B1 – B3. Any deviation from this methodology must be approved in advance through a formal amendment of the Agreement, unless it is accepted in the adaptive management strategy.

3. Cell-Wide Sea Turtle Monitoring

The BMA Participants agree to implement cell-wide monitoring of sea turtle nesting beaches on Palm Beach Island as part of the Agreement. The monitoring plans will meet the state and federal regulatory requirements for approved projects. These monitoring will also

create a Net Ecosystem Benefit by obtaining a more complete cell wide understanding variability of sea turtle nesting. Implementation of this plan will result in more defensible, efficient, and cost-effective management of sea turtles within the Agreement Area. Joint Coastal Permits issued by the Department have typically required collection of sea turtle monitoring data within the immediate area of the permitted project. This monitoring effort will enable assessment of changes on project beaches relative to changes in nesting of sea turtles on an island-wide scale. Placement of sand on the Atlantic shoreline, either through dune restoration or nourishment, during beach management activities results in obvious alterations to the nesting substrate in the project area. However, it is unclear whether these observed changes in sea turtle nesting behavior affect overall reproductive success across the broader landscape beyond the project site. Monitoring sea turtle nesting behavior on an island-wide basis in addition to project-specific monitoring offers an opportunity to assess the influence of beach management activities across a broader spatial and temporal scale within a framework that includes fluctuations in sea turtle nesting that may occur independent of beach management activities.

Direct impacts to marine turtles, their nests, and hatchlings during construction such as avoidance of illuminated work areas and disorientation of adults and hatchlings from adjacent beaches to lights at the construction site are typically limited in space and time. Indirect impacts that occur over longer time periods due to the design and composition of beach and dune fill, such as changes in profile and sediment composition must also be identified and minimized to the degree practicable. Such impacts persist, cause greater impact over the broader scale than construction phase impacts, and have the ability to negatively impact nesting for several years after project construction. While decreases in nesting and reproductive success are anticipated during and after project construction due to engineered changes in the beach, monitoring focused within the project and on immediately adjacent beaches may miss or mask other pervasive fluctuations in nesting that occur on an island-wide basis independent of the project.

Cell-wide monitoring will better assess the spatial and temporal extent of sea turtle response to beach management activities; to isolate possible root causes of observed behaviors; and to determine the impact of spatially and temporally isolated beach management activities on overall utilization of the Island by nesting sea turtles. With this

information, the BMA Participants and the Department will be able to adaptively manage nesting habitat of sea turtles in the Agreement Area.

The cell-wide sea turtle monitoring program will be implemented as described in Appendix B-2. Any deviation from this methodology must be approved in advance through a formal amendment of the Agreement.

4. Outfalls Removal

Constructed many years ago, prior to the modern environmental regulations, there are many private and public surface water runoff outfalls and discharges that currently direct stormwater onto the beach and dune system. The Town of Palm Beach identified 67 public outfalls/discharges (Appendix G) with a total annual output of 28.5 acre-feet (9.2 million gallons per year). Water discharges can cause scour/erosion of the adjacent beach and dune system, and may affect water quality and negatively influence sea turtle nests on the beach or natural resources in the nearshore.

The Town of Palm Beach will implement a long-term program to redirect surface runoff. The long-term program will include a phased capital improvement effort to improve the Town of Palm Beach's beach and dune system. Of the 67 identified discharges, 56 are located along the North Ocean Boulevard seawall adjacent to the Palm Beach Country Club. The North Ocean Boulevard seawall is scheduled for replacement in 2014. The outfalls will be eliminated from the seawall. Modifications to the remaining 11 discharges, located within Reaches 2 through 6, will include a ten year program to upgrade remove or divert those outfalls. Within ten years of the effective date of this Agreement, the Town of Palm Beach will have removed all 67 public outfall/discharges.

Further, there are approximately 103 outfalls/discharges located within the Town of Palm Beach that are located on private property. Town of Palm Beach staff will implement an annual education campaign targeting all residents with outfalls/discharges on the beach and dune system to consider actions to reduce or eliminate any influences. As redevelopment occurs on properties with such outfalls/discharges, the Town of Palm Beach will require owners and Palm beach County will encourage owners to meet the State's standard of refraining from discharging onto the beach and dune system.

G) Avoidance, Minimization and Mitigation

Based on its evaluation of the projects listed in Article D, the Department determined that the Town of Palm Beach has avoided and minimized impacts resulting from the projects to the greatest extent practicable. Further, the Department does not anticipate direct or secondary impacts associated with the listed projects beyond those impacts that have occurred and have been or are being mitigated for in previously permitted projects. Of the projects approved at the signing of the BMA, only the Mid-Town Project would have project-associated regulatory transects established to verify the prediction of no impact (contained in Monitoring Plan in Appx B-1). The Phipps Project and the discharge pipe extension have no associated “project specific transects”, required for State regulatory reasonable assurance.

If new projects are implemented in the Agreement Area that have impacts which have not already been permitted, the BMA Participants and the Department agree to mitigate those impacts by implementing the procedures in the Palm Beach Island Beach Management Agreement Hardbottom Mitigation Plan (Appendix B-1). Anticipated direct hardbottom impacts (direct burial within the equilibrium toe of fill) will be mitigated for by creation of a functionally equivalent artificial reef. Mitigation will be at a 1:1.5 ratio of hardbottom buried to artificial reef created. If the mitigation is performed ahead of impacts, the ratio will be lowered to 1:1 hardbottom buried to artificial reef created. The created reef will be representative of the hardbottom type impacted (i.e. reef material and location, water depth, relief). Unanticipated hardbottom impacts (direct burial, temporal loss, community degradation, or recruitment loss) from these projects will be recorded through biological monitoring and handled through compliance and enforcement.

H) Individual Project Approval Process for in Water Activities

BMA Participants must first obtain an Individual Project Approval (IPA) from the Department prior to commencement of any construction activity for the projects approved in Article D.3. (Lake Worth Inlet Sand Transfer Plant, Midtown Beach Nourishment Project, and Phipps Ocean Park Beach Nourishment Project). The procedure outlined below is intended to confirm that the project the BMA Participant is prepared to commence remains consistent with this Agreement.

IPAs for in Water Activities, activities 1. through 3. in Article D authorized by this Agreement shall be conducted in compliance with Chapter 62B-49, F.A.C., including all procedures contained therein, except as those procedures are modified in this Article.

1. Informal Pre-Application Process

A BMA Participant may request an informal pre-application meeting with the Department to discuss a project on the list of activities approved in Article D and clarify any necessary procedural and substantive criteria of the Agreement, including the provisions of Chapter 62B-49, F.A.C. Representatives from FWC, USFWS, NMFS, and the U.S. Army Corps of Engineers (Corps) will be invited to the pre-application meeting. The BMA Participant agrees to provide sufficient information on any procedural or substantive criteria that needs clarification. The pre-application meeting does not commence the formal review of an IPA application. Pre-application meetings may be scheduled as needed.

2. Formal Individual Project Review

To commence the review of an application for an IPA, the BMA Participants agree to prepare an application using all of the information identified in the Individual Project Approval Checklist (Appendix F-2). Upon receipt of the application, the Department will schedule an Application Review Meeting to occur two (2) weeks after receipt of the application. A processing fee shall accompany each application in an amount consistent with the fee schedule set forth in Chapter 62B-49.006, F.A.C., with the exception that BMA Participants will only be required to pay 50% of the fees required under rules 62B-41.0085(3)(a),(b),and (c), F.A.C., (rigid coastal structures, beach restoration, and construction and maintenance of inlets respectively) which are incorporated by rule 62B-49.006(1), F.A.C., and attached in F-3.

The Department will invite representatives from the FWC, USFWS, NMFS and Corps to the Application Review Meeting. The application shall be considered to be in draft form until the day of the meeting, at which time the formal review of the application shall commence and all times limits set forth in this Article shall begin.

The Department will send a Sufficiency Review Letter to the BMA Participant within seven (7) days of the Application Review Meeting. The Sufficiency Review Letter will indicate whether the application is complete or ask the BMA Participant to resolve any errors or omissions that render the application incomplete. If the BMA Participant provides a

response to complete the application, the Department will provide a Sufficiency Review Letter with 30 days of receipt of the response. If the BMA Participant fails to respond within 60 days to a Sufficiency Review Letter that indicates the application is not complete, the Department will deny of the application.

Upon receipt of the complete application for IPA, including resolution items in the Sufficiency Review Letter, the Department will have 60 days to review the completed application for compliance with the terms of this Agreement. The review shall also consider the Applicant's history of compliance with previously issued permits and IPAs granted under this Agreement as a factor in determining if reasonable assurance has been provided that the terms of the Agreement as applied in the IPA will be met. A history of non-compliance with previously issued permits, IPAs, or failure to comply with cell-wide commitments in this Agreement may serve as the basis for project denial, modification, or the addition of specific conditions, based on the nature, severity, and extent of the non-compliance.

If the application provides reasonable assurance that the project complies with the terms of this Agreement, the Department shall approve the individual project, provide proprietary authorization, and any necessary mixing zone variance by issuing an Individual Project Approval Letter. Such approvals will include general conditions as set forth in Chapter 62B-49, F.A.C., and included in Appendix C, and specific conditions applicable to all projects as set forth in Appendix D. If the application does not provide reasonable assurance that the project complies with the terms of the Agreement, and the BMA Participant does not withdraw or change the application, the Department shall deny the application. Each letter will include a point of entry for challenging the agency action. Closure of the application does not prejudice the BMA Participant to propose a project that is consistent with the Agreement or submitting an application pursuant to Chapter 62B-49, F.A.C.

The letter will also include a public notice of the agency action that the BMA Participant shall publish in a newspaper of general circulation in Palm Beach County, which publication shall be accomplished in the same manner as provided in Rule 62-110.106(5), F.A.C. The Department will post notice of its agency action on its website (<http://www.dep.state.fl.us/beaches/pb-bma/index.htm>).

The Department and the BMA Participants may agree during any individual project review process to waive the time limits set forth in this Article. Such an agreement must be

memorialized in a separate written agreement document between the Department and the BMA Participant who is waiving the time frame.

I) Individual Project Approval Process for Dune Construction

BMA Participants must first obtain an Individual Project Approval (IPA) from the Department prior to commencement of any construction activity for the projects approved in Article D, activity 4. (Dune construction). The procedure outlined below is intended to confirm that the project the BMA Participant is prepared to commence remains consistent with this Agreement.

IPA for Dune Construction, activity 4. in Article D authorized by this Agreement shall be conducted in compliance with Chapter 62B-33, F.A.C., including all procedures contained therein, except as those procedures are modified in this Article.

1. Project Review and Approval

BMA Participants wishing to construct artificial dunes under this Agreement must meet the design criteria in Appendix B. Prior to construction of an artificial dune, the BMA Participant shall contact the Department to schedule a meeting on site with the Department's Field Inspector. At the meeting the BMA Participant shall provide the Department Field Inspector with Dune and Backshore Berm Restoration and Maintenance Checklist (Appendix F-1) and items required by the Checklist, including a sample from the proposed sand source.

If the application provides reasonable assurance that the project complies with the terms of this Agreement, the Department Field Inspector shall approve the individual project by issuing an Individual Project Approval Letter. Such approvals will include general conditions as set forth in Chapter 62B-33, F.A.C., and specific conditions applicable to all dune construction projects as set forth in Appendix D. The letter of approval shall include a point of entry for challenging the agency action at the meeting. Such approval shall be posted conspicuously during construction of the artificial dune. The Department will post notice of its agency action on its website (<http://www.dep.state.fl.us/beaches/pb-bma/index.htm>).

The Department shall deny proposed individual projects not meeting terms of this Agreement at the meeting. This denial does not prejudice the applicant to propose a new

dune design that will meet the design criteria in Appendices D and F-1 or submitting an application the Tallahassee Office of the Department of Environmental Protection, Division of Water Resource Management for an alternate dune construction design pursuant to Chapter 62B-33, F.A.C.

J) Preservation of Third Party Rights

This Agreement is not intended to alter or modify the rights of third parties to challenge agency actions. Execution of this Agreement constitutes agency action. Any Florida corporation not for profit which meets the requirements of subsection 403.412(6), F.S., and any person whose substantial interests will be determined or affected by the Agreement may petition the Department for a formal administrative hearing pursuant to section 120.569 or 120.57, F.S., as set forth in the attached Notice of Rights, to challenge the provisions of this Agreement.

If the Department proposes to issue an IPA pursuant to Article H or I of this Agreement, any Florida corporation not for profit which meets the requirements of subsection 403.412(6), F.S., and any person whose substantial interests will be determined or affected by IPA under the Agreement may petition DEP for a formal administrative hearing pursuant to section 120.569 or 120.57, F.S., as set forth in the Notice of Rights attached to the IPA. The scope of a challenge to an IPA or denial is limited to whether the agency action complies with this Agreement and any agency action outside the approvals of this Agreement taken in the IPA. Agency action previously subject to challenge or administrative review will not be subject to challenge at the time of IPA.

K) Term of Agreement

This Agreement shall be perpetual, unless modified according to Article N or terminated according to Article P.

Every five (5) years starting from the effective date of the Agreement, the Department and BMA Participants will evaluate the Agreement to determine if amendments are necessary to facilitate its goals. All such amendments will be subject to the requirements of Article N. Every five years the Department shall hold a public information-gathering forum to report on data collected to date through the BMA process and receive public comment on whether there is cause for the Agreement to be modified or terminated. Notice of such forum shall be published

the Department's BMA Website (<http://www.dep.state.fl.us/beaches/pb-bma/index.htm>) and the Florida Administrative Register at least thirty (30) days prior to the forum. Notice shall also be provided to the FWS, NMFS, USACE, FWS, and BMA Participants.

L) Effective Date

The effective date of this Agreement shall be the date on which the last party executed or abstained from the Agreement.

M) Notices

1. Any notices between the BMA Participants and the Department shall be considered delivered when sent via email with a "read receipt notification" or posted by Certified Mail, return receipt requested, overnight courier service, delivered in person to the Project Managers at the addresses below.
2. Any and all notices shall be delivered to the parties at the following addresses:

<u>BMA PARTICIPANTS</u>	<u>DEPARTMENT</u>
[NAME, TITLE]	Name
[LOCAL SPONSOR]	Department of Environmental Protection
[ADDRESS]	Beaches and Coastal Systems
[PHONE]	3900 Commonwealth Blvd., MS 300
[E-MAIL]	Tallahassee, Florida 32399-3000
	(850) 488-7708
	e-mail

Any changes to the contact information above must be provided in writing, however, such change does not have to be a formal amendment to this Agreement.

N) Amendments and Updates

1. This Agreement represents the entire Agreement between the Department and the BMA Participants. Any substantial alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by the Department and each of the BMA Participants hereto, and attached to the

original of this Agreement, unless otherwise provided herein or approved in the adaptive management plan. This Agreement may be modified at any time by written amendment approved by the Department and all BMA Participants. Amendments must be consistent with the provisions of sections 403.075 and 403.0752, F.S. Such amendments must also meet the noticing requirements of subsection 403.0752(8), F.S. Notice of such amendments shall be published the Department's BMA Website (<http://www.dep.state.fl.us/beaches/pb-bma/index.htm>), in a newspaper of general circulation in Palm Beach County, and the Florida Administrative Register at least thirty (30) days prior to the agency action.

a. Substantial alterations, variations, changes, modifications, or waivers include, but are not limited to:

- i. Addition of new projects into the Agreement;
- ii. Changing the location of existing projects such that additional impacts are anticipated;
- iii. Changing project approval procedures or criteria for issuance;
- iv. Changing monitoring or mitigation requirements necessitated by the discovery of additional impacts; and
- v. Changing or eliminating net ecosystem benefits

b. The following items are not considered substantial alterations, variations, changes, modifications, or waivers and do not require written and signed amendment of the Agreement:

- i. Addition of supporting documentation;
- ii. Changes made pursuant to a federal environmental permit or authorization;
- iii. Revision of an individual project that does not require a substantial alteration of the project authorized in Article D of this Agreement;
- iv. Changes to the project that reduce the potential for adverse impacts to the coastal system;
- v. Changes to a monitoring plan that better captures project impacts; and,
- vi. Changes to interlocal funding strategies
- vii. Changes though adaptive management strategies that do not increase the potential for adverse impacts or lower reasonable assurance provided by the BMA Participants for the permitted projects.

2. Formal amendment under this section is required in the event a BMA Participant wishes to add a new project to the Agreement.

a. Prior to adding a new project, the Department shall hold a public information-gathering forum to receive public comment on the proposed additional project. Notice of such forum shall be published the Department's BMA Website (<http://www.dep.state.fl.us/beaches/pb-bma/index.htm>) and the Florida Administrative Register at least thirty (30) days prior to the forum. Notice shall also be provided to the FWC, NMFS, USACE, USFWS, and BMA Participants.

b. The BMA Participant proposing the new project shall:

- i. Identify potential adverse impacts to the coastal system;
- ii. Demonstrate that the proposed project is consistent with the Agreement;
- iii. Demonstrate that the proposed project will not detract from the net ecosystem benefits;
- iv. Demonstrate how the proposed project will coordinate with existing projects; and
- v. Propose any additional mitigation that would be required under this Agreement.
- vi. Meet all substantive regulatory criteria

3. Adaptive Management Plan

The Department and BMA Participants agree to adaptively manage the projects in the Agreement Area, using a similar approach as described by the U. S. Department of the Interior. The Department of the Interior recognizes the importance of natural variability and uses adaptive management to promote flexible decision making based on an iterative learning process. For the purposes of the BMA, adaptive management will be a means to improve effective decision-making and enhance protection of coastal resources. The Department and the BMA Participants agree to adaptively manage by annually:

- a. Determining compliance with terms of the agreement;
- b. Reviewing monitoring data and survey methods with the assistance of the academic community to implement adjustments to improve the monitoring plans and add scientific rigor;
- c. Reviewing project performance to determine if adjustments to the project design are necessary to improve upland protection, address sea level rise (Williams, B. K., R. C. Szaro, and C. D. Shapiro, 2009. *Adaptive Management: The U.S. Department of the*

Interior Technical Guide. Adaptive Management Working Group, U.S. Department of the Interior, Washington, DC.), and reduce environmental impacts;

- d. Responding to new concerns (if any) of BMA Participants or supporters and adjusting the monitoring and mitigation plans accordingly; and,
- e. Reviewing innovative technologies and new research studies or methodologies for possible impact on the BMA goals, policies, and procedures.
- f. Performing third party review of annual monitoring data collected under the BMA.
- g. Reviewing any new State and / or Federally listed species and critical habitat areas, and updating any regulatory required protection and minimization measures.
- h. Conducting an annual poll (i.e. from turtle monitoring personnel) to determine if any nesting birds or bird colonies have been discovered within the cell. Notification of poll results shall be sent to FWC for evaluation.

The Town of Palm Beach will update the list of groins to be repaired, rehabilitated, or removed every 5 years for groins in Reaches 2-6. This will be incorporated as necessary.

The dune condition areas identified in Article D.3 may change over time. An updated dune table will be provided every 5 years as an adaptive management strategy.

O) Emergency Situations

If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the affected BMA Participant shall promptly notify the Department orally. Within seven (7) days, the BMA Participant shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the BMA Participant's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure is an act of God, strike, lockout, or other industrial disturbance, act of the public

enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the BMA Participant and/or the Department. Failure to perform by the BMA Participant's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

P) Termination/Exit

1. Department Termination

The Department may terminate or request renegotiation of this Agreement with any individual BMA Participant by giving thirty (30) days prior written notice to the BMA Participant if the Department demonstrates that:

- a. There has been a material change in conditions which existed at the time of the original Agreement such that the intended net ecosystem benefits are not being, or may not reasonably be expected to be, achieved through continuation of the Agreement.
- b. The BMA Participant refused to allow public access to all documents, papers, letters, or other material made or received by the BMA Participant in conjunction with this Agreement, unless the records are exempt from S. 24(a) of Article I of the State Constitution and S. 119.07(1), Florida Statutes.
- c. The BMA Participant is in material breach of the terms of the Agreement.

2. Nothing in this paragraph shall preclude Department from taking appropriate enforcement action in lieu of or in combination with termination of the Agreement for violations of this Agreement or any IPA issued hereunder.

3. BMA Participant Termination

A BMA Participant may terminate its individual obligation under this Agreement for any reason by giving thirty (30) days prior written notice to the DEP and other BMA Participants as provided in Article M, provided that the mitigation commitments identified in the IPAs are fulfilled or agreements are entered into to ensure fulfillment.

Upon termination of the Agreement or termination by an individual BMA Participant, previously issued project approvals shall remain in effect for the duration of such approval. The authorized projects will transition to the typical permit expiration date, beginning from the execution of the IPA for that particular project. For the projects initially authorized by

the BMA, this would equal to a 5-year permit for the Sand Transfer Plant, 5-year permits for groin rehabilitations, a 10-year permit for the Mid-Town Nourishment Project, and a 15-year permit for the Phipps Ocean Park. BMA Participants holding such IPAs shall continue to be subject to the General and Specific Conditions (Appendices C and D) included in the IPAs for the permitted life of the project. Individual BMA Participants who elect to terminate under this Article may not utilize the permitting procedures found in Article H and I of this Agreement.

Following the exit of any one BMA Participants, the remaining BMA Participants and the Department must meet to determine if changes to the Agreement are necessary to ensure compliance with the terms of the Agreement that the Net Ecosystem benefits described in Article F can continue to be achieved. Such changes may require formal amendment of the Agreement.

Q) Agreement Compliance and Enforcement

This Article sets forth how the Department and the BMA Participants will address compliance issues related to the projects authorized by this Agreement. These procedures are intended to appropriately address unanticipated impacts to natural resources caused by the projects and issues of non-compliance with the terms of the Agreement. For the purposes of this Agreement, “unanticipated impacts” means impacts to natural resources not specifically authorized by the Department in the Agreement, IPA, or other permit issued by the Department.

The Department does not waive its powers to take formal enforcements actions under its statutes and rules to address impacts to natural resources and compliance issues outside of the procedures of this Article.

R) Venue and Severability

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of

such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Palm Beach County, Florida.

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S) Signatures

IN WITNESS THEREOF, the parties, by and through the undersigned duly authorized representatives, have executed this Agreement on the dates set forth below.

Gail L. Coniglio
Mayor, Town of Palm Beach
Date: _____

Dr. Donald Clayman
Mayor, Town of South Palm Beach
Date: _____

David S. Cheifetz
Mayor, Town of Manalapan
Date: _____

Steven L. Abrams
Mayor,
Palm Beach County
Date: _____

David J. Stewart
Mayor, Town of Lantana
Date: _____

Nick Wiley, Executive Director
Florida Fish & Wildlife Conservation
Commission
Date: _____

Pam Triolo
Mayor, City of Lake Worth
Date: _____

Jeff Littlejohn, Deputy Secretary of
Regulatory Programs
Florida Department of Environmental
Protection
Date: _____

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Regular Agenda - New Business

Agenda Title

Woods Hole Group's Final Report and Recommendations Based on its Comprehensive Review of the Town's Long Term Coastal Management Program. [Robert P. Hamilton, Jr., Vice President, Business Development/Coastal Engineer, Woods Hole Group]

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated May 28, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Woods Hole Final Report Executive Summary

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Woods Hole Group's Final Report and Recommendations for Long Term Coastal Protection Program

Date: May 28, 2013

STAFF RECOMMENDATION

Town staff recommends that Town Council review the Woods Hole Group final report in preparation for a presentation by Woods Hole Group at the June 11, 2013 regular Town Council meeting. An Executive Summary is attached. The report may be viewed in its entirety on the Town's website at www.townofpalmbeach.com. Click on the Coastal Management icon on the right side of the home page.

GENERAL INFORMATION

On February 23, 2012, the Shore Protection Board (SPB) unanimously recommended a FY 2013 Coastal Management Program budget and a 10-year plan for Town Council consideration. The SPB recommended budget was presented to Town Council on March 14, 2012. Following the presentation, Town Council directed Town staff to obtain a proposal from Woods Hole Group for an independent and objective evaluation of the Town's Coastal Protection Program. On April 10, 2012, Town Council awarded a contract to Woods Hole Group to perform a Comprehensive Review of the Shore Protection Board's Proposed Long Term Coastal Management Program.

Woods Hole Group provided a draft report in late February 2013. On March 14, 2013, Bob Hamilton, P.E. (Vice President, Coastal Engineer, Woods Hole Group) and Leslie Fields (Coastal Geologist/Environmental Analyst, Woods Hole Group) presented the results of their extensive review and requested input from Town Council members in preparation for the final report. After discussion, Town Council directed Woods Hole Group to finalize its report and recommendations, including the prioritization of the costs of the projects, and to collaborate with Town staff to propose a 10-year Coastal Protection Plan, with estimated cost, for review at a future Town Council meeting.

Following issuance of a change order to the existing purchase order, upon receipt of a supplemental proposal on April 25, 2013 for Town Council directed efforts beyond the initial 2012 scope, both Woods Hole Group and Town staff have worked together on development of the FY 2014 budget and 10-year plan, with specific emphasis on the scheduling of the highest priority items.

Town staff's proposed program will be presented as a separate item, immediately following the presentation by Woods Hole Group.

Attachment

cc: Shore Protection Board
Robert Weber, Coastal Coordinator
Robert Hamilton, Woods Hole Group

EXECUTIVE SUMMARY

Woods Hole Group was contracted by the Town of Palm Beach in April 2012 to perform a technical review of the Palm Beach Comprehensive Coastal Management Program. The primary purpose of the review is to provide Town Council objective technical recommendations regarding next steps for the Town's coastal program and specific projects.

The main report is organized in order of increasing detail to facilitate Town Council review:

- Section 1 Introduction establishes the overall purpose, expectations, and framework.
- Section 2 provides an Overall Perspective on the Palm Beach Coastal Program and Projects.
- Section 3 focuses on Island-wide Considerations applying to more than one Reach. A general overview of Island-wide coastal processes sets the context for how processes affect project performance, and helps identify data gaps that need to be filled to improve the overall program.
- Section 4 includes a preliminary Shore Protection Alternatives Value Assessment related to construction methods, sand source, grain size, and project design.
- Section 5 provides Recommendations and Next Steps for inlet management, each reach, and for the Island as a whole.

The scope provided to Woods Hole Group by Town Council specifically requested two main points to be addressed:

- Conduct a comparative analysis of activities since the 1998 CCMP review
- Consider all projects contemplated between the 2009 SPB Plan and the FY 2013 SPB recommended program

Additional general guidance on the scope of work was offered by Council at a March 14, 2012 meeting:

- Truly unbiased analysis of the SPB recommendations with a focus on feasibility (what is feasible and not feasible), and what the Town should be doing, or not doing.
- Consideration of cost-effectiveness, costs and benefits, and value of recommendations in the SPB plan. Town Council utilized the terms Value Engineering and Cost-Benefit Analysis; however, it was agreed that the Woods Hole Group analysis, while focused on cost-effectiveness, cost realities, and relative costs and benefits associated with certain decisions, would not include a formal Value Engineering study or traditional Cost-Benefit analysis.
- Focus on suitability of Bahamian sand or aragonite for Palm Beach, specifically as related to whether it is permissible within prevailing regulations, likely to provide an increased benefit as compared to traditional sand sources, and whether the incremental benefit would be worth the increased cost.

Executive Summary

- Determine whether any other community in the country has been able to successfully eliminate hardbottom concerns.
- Consider groins, and specifically whether groins should or could be installed south of Sloan's Curve or along the entire Island.
- Make a wish list of coastal items with associated permitting limitations and cost realities.

Woods Hole Group also sought and received support from Town Council via an August 14, 2012 meeting to address the following areas:

- Lake Worth Inlet sediment management/bypassing
- Sand sources/alternatives
- Design criteria/expectations
- Island-wide coastal processes
- Monitoring data
- Adaptive management opportunities

The Draft Report was published in February 2013, and comments on the Draft were offered by Council at a public meeting on March 14, 2013. This Final Report addresses the Council comments, as well as comments from the Shore Protection Board during a March 28, 2013 meeting. Specific comments to be addressed in the Final were documented in a Woods Hole Group letter, dated April 25, 2013. Comments are addressed where applicable in the Final Report, and Appendix C provides a summary response to comments. A key addition to the Final Report is a Recommended Plan including budget estimates, provided at the end of the Executive Summary.

Reference materials included more than 400 individual documents totaling more than 10,000 pages. Stakeholder consultations were an essential part of the review process, including phone calls, meetings, and a public workshop hosted by Town Council on December 10, 2012. Woods Hole Group did not view the consultations as a formal peer review, nor did Woods Hole Group execute technical studies to verify the accuracy of work products by others. Instead, information offered by others was utilized to help formulate recommendations. All stakeholders were open, forthcoming with information, and accommodating to Woods Hole Group requests. Town consultants were professional, cooperative, unguarded with their time, and thoughtful in their responses. The stakeholders were genuinely interested in achieving the best results for the Town.

The Woods Hole Group review team included four (4) primary Woods Hole Group personnel with diverse, complementary backgrounds, who have been with the organization since at least 1997: Robert P. Hamilton, Jr., M.C.E., Project Manager and Civil/Coastal Engineer; Kirk F. Bosma, P.E./M.C.E., Coastal Engineer/Modeler; M. Leslie Fields, M.S., Coastal Geologist; and Lee L. Weishar, Ph.D./P.W.S., Senior Coastal Scientist/Engineer.

ES.1 Overall Perspective

The overall perspective establishes the framework for the island-wide and reach-specific recommendations. How and/or whether to proceed with certain recommendations depends upon the Town's overall perspective regarding: goals and expectations for the coastal management program and project performance; vulnerability and risk tolerance; appropriate and affordable level of investment; planning horizon; and stakeholder relations.

The Town has a proactive vision for the coastal management program with a strong community commitment and substantial investment that leaves the coastline as a whole better today than it was 15+ years ago (although some specific areas are suffering). Few exposed coastal communities share this result.

There have been a number of high profile accomplishments, including:

- Sand transfer plant upgrades and operation
- Improved inlet management, including cooperative relations with USACE
- Mid-Town and Phipps Park beach nourishment projects
- Partnering with state and federal agencies for funding support
- Collection of high quality monitoring data
- Sand search investigations revealing local beach-compatible sources
- Participation in the Palm Beach Island Beach Management Agreement (BMA) process
- Appointment of two Shore Protection Boards (SPB), retention of key Town Staff and appointment of a Coastal Coordinator to promote consistency in the program, that have resulted in identification and achievement of objectives.

In addition to the substantial accomplishments, the Town recognizes areas for improvement, and refinements are continuously underway.

Woods Hole Group emphasizes the necessity for compromise and incremental progress in the coastal management plan. Facing the realities of sometimes conflicting resources and stakeholder interests, projects must sometimes proceed incrementally to generate short-term action and inertia, and provide a basis for longer-term refinements. An example is the Phipps Park project. A difficult decision was made in 2006 to proceed with the modified project rather than await an uncertain/unlikely regulatory approval for the full design. Although the consequences of the decision could have been more widely understood by the community, a decision was made to proceed, and provide much-needed sand to supplement the historically starved environment and protect a public resource. Analysis suggests the nourishment would perform better with an expanded template to the north and perhaps even with coastal structures, yet today's regulatory climate indicates another sand-only project with dunes north of the Park will likely be required before pursuing modifications. Seven (7) years removed from the 2006 project, and considering storms impacting the region since construction, one must consider what the condition of Phipps Park and the adjacent beaches would be without the project. Further, using the Reach 8 DOAH case as a model for immobility and valuable time lost, the decision to

proceed with the modified Phipps Park project, despite its reduced performance, resulted in much-needed protection.

The coastal program demonstrated the vision to understand compromise, and that a long-term commitment is necessary for positive change. There are stringent natural resource protection laws for all projects to first avoid impacts, and then minimize them. Only when no better alternative can be demonstrated are unavoidable impacts permissible, which require mitigation. An applicant cannot choose to impact a protected resource and simply propose or negotiate mitigation. This mandated avoid, minimize, and mitigate standard requires sometimes incremental progress and even failure. For this example, Phipps Park may eventually include an expanded nourishment template perhaps with stabilizing coastal structures, but not until lesser impact alternatives have been attempted, monitored, and considered in good faith. With the long-term commitment to the coast, an incremental benefit can be realized with a supplemented sediment supply and moderation of the over-steepened beach profile in the Reach 7 area. The same incremental strategic approach is recommended for Reach 8.

As with all coastal communities, a degree of vulnerability always exists for assets on the coast. FEMA maps indicate areas of the Island are susceptible to erosion from a severe storm today. Future sea level rise has the potential to cause more flooding. Beach nourishment projects have a defined design criteria that can be exceeded (e.g., a project designed to withstand a 25-year storm has a 1 in 25 (or 4% chance) of being exceeded in any given year). Coastal engineering is also based on limited data, which introduces uncertainty. Uncertainty leads to risk, and risk introduces vulnerability. Town decisions, therefore, require an assessment of risk tolerance and a balance of investment to reduce uncertainty. Portions of the Island will always be exposed no matter the level of investment. Recommendations and preliminary analyses in this report will help guide actions to reduce risk. Through the Town Staff and consultants, the information and technical capability exists to design resilient projects, but the ultimate value-based decision is local, based on what's best for the community.

It is also essential that the Town's coastal protection objectives are clear to the community. For the purposes of this technical review, a prevailing goal of 15-year storm protection through use of sand nourishment primarily (including beaches and repetitive dunes) was assumed. The planning horizon also needs to be considered carefully. For the purposes of this technical review, focus was placed on a 10-year planning horizon; however, key areas of concern that benefit from a longer-term view are identified for Town consideration, should the planning horizon be extended.

Lastly for perspective, a directive to Woods Hole Group was to make recommendations on what is perceived to be *feasible*. For the purposes of this review, *feasible* is interpreted to include endeavors that can be completed in a cooperative good faith manner within the foreseeable planning horizon (~10 years). Other, more aggressive, measures can be pursued with the understanding that greater conflicting stakeholder interactions would be inevitable, with uncertain and perhaps costly outcome.

ES.2 Island-Wide Considerations

Recommendations applicable to Palm Beach as a whole, or at least to multiple Reaches, are presented based on evaluations of inlet sediment dynamics, regional coastal processes, available

sediment sources, and other physical characteristics. Recommendations that apply regionally are related to:

- Inlet management: Specific recommendations are itemized with a focus on sand transfer plant upgrades, USACE cooperation, and placement of inlet sand on dry beaches beyond the currently approved footprint in Reaches 1 and 2.
- Regional coastal processes and feeder beach strategies: Overall coastal processes are reviewed as the basis for understanding project performance and uncertainties. Supplemental analysis of historical data is presented along with suggestions for additional analysis to reduce uncertainty and improve the basis for future decision-making and adaptive management. Key findings show: substantial sand transport offshore at least to a depth of -40 feet NAVD; limited evidence of sand disposed within 2,500 ft of the inlet benefitting beaches to the south; a stabilizing effect of the Reach 3 nourishment on the southern end of Reach 2 as well as a stabilizing effect of the Reach 4 nourishment on Reach 5; formation of an offshore sand bar from Reaches 4/5 that does not connect back to shore within Town limits; little to no sand transported onto Reach 7 beaches from the north; evidence that Reach 7 nourishment sand is moving offshore and to the south; and uncertainty regarding the transport of sand on the dry beach around/through the Lake Worth Pier. Specific recommendations are offered for supplemental data analysis, possible modeling, and refined annual data presentations in the Town-wide monitoring reports.
- Beach nourishment project performance: The Mid-Town and Phipps Park beach nourishment projects were reviewed. Mid-Town nourishment sand was removed from the project area relatively steadily over a ~6 year period. Nearly 40% of the Phipps nourishment sand was eroded in the first 2 years, but since then the majority of the sand remains in the project area. The Phipps material was transported offshore and south, and leaves little storm protection benefits at the north end, which eroded rapidly.
- Sand source alternatives: Five (5) sand sources were reviewed including Lake Worth Inlet, local offshore borrow sites, upland sand from Ortona, imported aragonite, and regional offshore sand sources. Key findings included:
 - Inlet sand is the highest priority and should be used throughout Town when possible, not only within Reaches 1 and 2.
 - Ortona sand has the coarsest grain size, and will likely perform significantly better than offshore sand sources.
 - Offshore sand sources with a mean grain size of 0.25 mm or greater, made up of finer sand mixed with shell pockets, has been identified as an improvement over the finer gray sand used previously for beach nourishment. However, the incremental gain in performance with the mixed sediment size is uncertain.
 - Depending upon actual performance of the coarser mixed sand from the nearshore borrow sites, balanced by environmental constraints and potential resource impacts, consideration of using the more common sand farther offshore should be reserved for the future as sand sources are depleted.
 - The Town must place a priority on participating actively in the SAND Availability and Needs Determination study as a community with defined needs for beach compatible material. Future requirements are inevitable.

- Aragonite is not feasible currently due to cost, import uncertainties, environmental concerns, and unknown performance in an active energy zone. Since it is aesthetically pleasing, abundant in supply, and has a coarse grain size (assuming it is durable), it is a possible future source. However, as long as it is more expensive than Ortona sand, it is not worth the extra cost. The economic market should be used to define the feasibility of aragonite.
- Nearshore sand bars should not be mined for purposes of beach nourishment as the bars provide natural shore protection, and are within the active profile. Sand placed on the beaches has the potential to rapidly erode back offshore. The sand bar is an active part of the beach. The beach includes the dune, the dry beach, and the sand immediately below the water line. Seasonal conditions cause adjustments in the cross-section profile of the active beach-dune system. The geometry of the active beach area is reflective of the forces acting upon it. In the spring and summer, longer periods of smaller waves transport sand from the bars back onto the beach. In the fall and winter, larger and more energetic waves and more frequent storms transport sand from the dry beach back into the sea and form sand bars. Mining sand from this active section of the beach would disrupt the natural movement of sand and negatively influence the overall beach by allowing waves to propagate to the shoreline without being dissipated by a healthy sand bar. Effectively transporting and operating equipment close to shore in shallow water at reasonable cost also is a limiting factor.
- Coastal structures: Seawalls represent a critical component of the Palm Beach infrastructure and many upland properties depend upon seawall integrity. A Town-wide program for residents to monitor and maintain seawalls is essential. Existing groins provide stability to beaches, primarily in Reaches 2, 4, and 5, and should be maintained. There is not a single effective Town-wide groin design, nor are groins recommended throughout Town. Although composite T-head groins or breakwaters may be effective at certain locations, stakeholder interviews and experience suggest the feasibility of introducing shore parallel, rubble mound structures in Palm Beach is limited in the present regulatory and stakeholder climate.
- Hardbottom resources: Ephemeral and persistent hardbottom resources serve important ecological functions and values. It is not feasible to pursue projects including widespread coverage of habitat, since impacts must first be avoided, then minimized, and then mitigated. One cannot choose to impact and mitigate, without first demonstrating that other alternative with fewer impacts have been tried and proven inadequate. Projects must be planned with a strong consideration for hardbottom impacts and consequences.
- Dunes: Dunes are most effective when combined with beach nourishment, vegetated and maintained. Repetitive sacrificial dunes can also be used to achieve CCMP objectives, but, this approach represents an expensive strategy as compared to beach nourishment. Dunes generally should not be vegetated unless combined with a fronting beach berm.
- Vulnerability assessment and sea level rise planning: Since significant portions of the Island are presently vulnerable to storm damage and flooding, and rates of sea level rise are expected to increase in the future, the Town should initiate a planning process for adaptation to coastal climate change. The plan should identify flood pathways and

vulnerabilities, develop conceptual alternatives and solutions to minimize risk, and establish timeframes for implementation.

ES.3 Life Cycle Project Performance and Cost Considerations

A selection of shore protection alternatives were evaluated pertaining to relative performance and value to help formulate recommendations. Simplified calculations were made for planning purposes, but are not suitable for design, a formal cost-benefit analysis, or for value engineering. Results showed:

- The STP is a cost-effective method for moving sand to Palm Beach Island. More than 2,600,000 cy of sand have been bypassed by the STP over the past 18 years at a total cost of approximately \$7.6M for an average of less than \$3/cy on the beach. This is the most cost-efficient method of providing high quality, beach-compatible sand to the Island, and supports the recommendation for continued operation of the STP.
- The STP discharge extension has the possibility to require substantial investment estimated up to \$10M for construction, plus mitigation, operation, routine maintenance and damage repairs. The USACE currently has \$2M allocated for construction, which can potentially be increased but would require legislative action. Other methods of transporting sand south to the proposed location of the extended STP pipe are available in the short-term at lower cost, including USACE maintenance dredging (no cost to the Town), and mechanical forepassing via trucks for approximately \$6/cy. The analysis supports the recommendation to reserve options to extend the STP pipe for the future.

The influence of sand grain size on nourishment performance was evaluated along with the relative cost of sand from different sources. Using the Phipps nourishment project as an example over a 50-year time horizon, the total cost (present value) using offshore borrow sites with a median grain size of 0.25 mm would be on the order of \$80M. Moving to a lower quality borrow site on the order of 0.2 mm would increase the 50-year life cycle cost to \$100M. By comparison, if a sufficient quantity of inlet sand could be obtained with a median grain size of 0.33 m, life cycle costs could potentially be reduced by \$7M. Based on current cost estimates associated with Ortona and aragonite (and assuming a sufficient quantity and production rate could be achieved), the life cycle costs would exceed the 0.25 mm offshore borrow site by some \$78M and \$150+M, respectively. The analysis shows the 0.25 mm offshore borrow site is preferred, but supplementing the project maintenance cycle with inlet sand has potential benefits.

- Assessment of alternatives to expand the Mid-Town project footprint north into Reach 2 demonstrated project performance improvements. From a value perspective, extending the Mid-Town project 1,000 ft into Reach 2 would increase the construction cost (assuming no mitigation) by \$1.4M, but would be recouped over a 50-year life cycle. A similar analysis examined the addition of beach nourishment south of the Pier in Reach 8, together with the Phipps project extended to the Town limits. Results showed significant improvements to beach nourishment performance in both Reaches 7 and 8. The analysis supported the recommendation to pursue expanding the footprint of these two nourishment projects.

- The potential influence of dredging nearshore borrow sites on beach nourishment project performance was assessed. Results showed the potential wave energy increase associated with dredging nearshore, shallow borrow sites can offset the increased project performance gained by using the coarser grain size.

For instance, a nourishment project of the same dimensions using 0.25 mm sand dredged from nearshore shallow water is not expected to perform better than a nourishment project using 0.2 mm sand dredged from deeper water where waves are not affected. Consequently, there is not a meaningful cost savings associated with using the higher quality 0.25 mm sand if dredged in shallow water offshore from the nourishment area. Simplified life cycle cost calculations indicate using nearshore 0.25 mm sand might actually increase the 50-year cost of a project like Phipps Park on the order of \$8M if wave energy is increased by 25%. This analysis led to the recommendation to be cautious with using nearshore borrow sites, especially offshore areas not currently eligible for nourishment, and to adjust the nourishment template for projects landward of nearshore borrow sites to account for the increased wave energy. Using the nearshore 0.25 mm borrow sites should be considered to be more of an environmental benefit than for beach nourishment performance gains.

ES.4 Recommendations

Section 5 of the main report includes summary tables of recommendations supported by priorities and maps. Several recommendations are related to primary decision points facing Town Council that Woods Hole Group was asked directly to offer an opinion, including:

Sand Transfer Pipeline Extension: Although a commitment from the USACE to cost-share the project should be secured, implementation of the pipeline extension should be postponed indefinitely. There is a need to utilize inlet sand on beaches farther south and leverage the USACE commitment of funding for the pipeline extension, but it is not clear the extension to Angler Avenue will produce benefits to justify the cost. The potential cost to the Town for the project is substantial, and there are alternatives to place sand farther south. Should the alternative discharge location be moved farther south in the future and the USACE secure substantially more funds for construction; the project could be implemented at a later date.

Project Enhancements in Reaches 7 and 8: Two (2) key areas of concern are at the north end of Reach 7 from Phipps Park to Sloans Curve, and Reach 8 south of the Pier. Both areas have more narrow beaches than desired by residents, and solutions have been limited as a result of nearshore ephemeral hardbottom. Town and SoS consultants contemplated more aggressive engineering concepts involving larger volumes of coarser sand, perhaps with coastal structures, that would certainly help maintain wider beaches and improve storm damage protection. In spite of potential coastal engineering and economic merits, implementation of ideal coastal engineering solutions in the short-term is not feasible. Hardbottom considerations are limiting, and must be approached incrementally first via avoiding impacts, then by minimizing impacts, and finally by mitigating unavoidable impacts. Therefore, improved sand only projects are recommended as a next step in Reaches 7 and 8, as part of a long-term incremental, adaptive management approach to shore protection. Implementation of demonstration projects are encouraged in cooperation with the range of stakeholders involved. This is admittedly not the ideal solution from an engineering and economic perspective, but represents a balance of

interests following a more feasible approach. Forcing aggressive short-term solutions will likely result in significant delays and added costs, potentially adding to the long-term sand deficit; the primary source of erosion. The incremental approach should not be utilized as a means to continually expand a project assuming any less stringent environmental review. Future project modifications and regulatory approvals will require a clear demonstration that prior projects either did not perform as intended and/or that environmental impacts were less than anticipated, thereby warranting further action.

At the request of Council, after reviewing and discussing the Draft Report at the March 14, 2013 Council Meeting, Woods Hole Group further prioritized the recommendations presented in the Draft Report. Table ES-1 outlines the recommended plan with clear next steps, including planning level cost estimates. As requested by Council, a 10-year program is recommended. The FY2014 plan is recommended for immediate implementation; however, the degree of confidence decreases over time. Out-year cost estimates and requirements, particularly from 2017 forward will require refinements over time. For instance, the Recommended Plan includes sequential Phipps and Mid-Town renourishments in 2021 and 2022. The actual timing and scope of these projects will depend heavily upon project performance, permitting activities, and storm activity. Woods Hole Group also did not include factors for cost escalation, market fluctuations, or inflation, which are deferred to the Town financial planners.

One dozen (12) Priority 1 items are recommended for immediate action along with other essential elements of the Town Plan. These recommendations include:

- CCMP Supplement; one-time data analysis; and annual Town-wide monitoring supplement, which collectively will provide the basis for documenting project performance and adaptive management decision-making.
- Establishing a coastal structures program related to seawalls and groins
- Repairing the North Ocean Boulevard Seawall
- Establishing a communications program
- Proactive dune vegetation maintenance
- Forepassing sand south from the inlet
- Mid-Town project improvements and renourishment
- Phipps project improvements and renourishment
- Reach 8 (south of Lake Worth Pier) EIS

Three (3) of the Priority 1 items are included in the recommended plan, but have more uncertainty than the others. The first nine (9) Priority 1 items can generally proceed now, whereas the last three (3) items have uncertainty associated with permitting or other agreements. The recommended plan includes all the Priority 1 items since they are strongly recommended assuming appropriate approvals are in-place; thus, we are recommending they be included as part of the financial plan. The uncertain Priority 1 items include:

- Maintenance of Town-owned structures is uncertain since it is not known which structures may require attention.
- Maintenance of nourishments (Mid-Town, Phipps, and future Reach 8) with inlet sand is uncertain since the ability to obtain inlet sand depends upon availability, nourishment project maintenance requirements, and cooperative contracting arrangements with USACE not yet resolved. The plan is based on the assumption that approximately 20% of dredged inlet sand will be transferred by hopper dredge to other beaches on the Island.¹ No particular cost item is attached to these activities since it is not known to what extent the Town will need to cost-share USACE operations, whether the opportunity will actually arise, or whether the project(s) could be funded by diverting a portion of the budgets already allocated for nourishment. Using inlet sand to maintain the nourishment projects may also reduce overall cost by extending the design life for the next large-scale renourishment. If there are additional emergency hopper dredge operations that Town could cost-share, there may be a need to appropriate additional funds not in the plan.
- Reach 8 Phase 1 feeder beach is uncertain since it depends upon the outcome of the Reach 8 EIS.

Five (5) Priority 2 and five (5) Priority 3 items also are included, subject to financial constraints and necessity. An adaptive management approach is recommended to help determine the need. Notes are provided on table ES-1 for each item in the plan to guide when/whether a particular item will be required.

The remaining recommendations offered in Section 5 also are included on Table ES-1. These management strategies will help guide the overall adaptive management approach, but do not necessarily have a direct cost impact for financial planning purposes. The one exception is the sand transfer plant repair fund, which has a cost implication, but we understand is funded separately through a “risk fund.”

The Priority 1, 2, and 3 items are recommendations that have a direct cost implication. Cost estimates were developed independently to validate budget items in the Town plan. Woods Hole Group budget forecasts were then compared with Town estimates to derive a consensus for Council review, including a specific FY2014 plan and budget for Town Council consideration.

Assuming the plan or elements thereof are approved by Council, we recommend immediate action on the Priority 1 recommendations and essential Town items. To help manage the volume of information in this report and focus next steps of Town staff and consultants charged with implementing a plan approved by Council that includes recommendations in this report, the key elements required for next steps include:

- Table ES-1 outlining the recommended actions and management strategies
- Tables 5-1, 5-2, and 5-3 providing more details supporting ES-1, and

¹ Assumes the Town will cooperate with a USACE hopper dredge operation three times over the 10-year period securing 100,000 c.y. each event for a total of 300,000 c.y. If the STP produces an average of 75,000 c.y. per year, and the Corps dredges the inlet 5 times at 150,000 c.y. per event, then there would be a total of 1,500,000 c.y. removed from the inlet over the 10-year planning period, of which the 300,000 c.y. placed elsewhere represents 20%.

- Chapters 3 and 5, which provide the rationale for the recommendations.

Table ES-1. Recommended Plan and Priorities (continued)

		WHG Item(s)	Pri	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	TOTAL	Notes	
Priority 2		EIS/permits for explained inlet sand placement	I-3.5, I-3.6, 2-2 & 3-4	2		\$ 1,000,000								\$ 1,000,000	Includes expanded placement south of Angler Avenue and south through Reach 2 into northern end of Reach 3/Mid-Town project. Obtain approvals for USACE project(s) in 2017 and beyond; could target next project by 2015, but there are higher priorities in short-term. Implement if USACE fails to dredge or Town not satisfied with location of dredge material placement. Town continue to work with other parties to understand relative roles, liabilities, overall interest, and process should the Town choose to pursue in future. Note, there is no specific program item to fund the actual dredging and placement of sand from the inlet. Focus on existing and future vulnerability of Town infrastructure to extreme storms and sea level rise. Results would help plan future seawall/bulkhead upgrade requirements. Continue forecasting if trial proves beneficial. Construct only if consistent need arises after next nourishment project.	
			I-8	2		\$ 150,000								\$ 150,000		
			O-4	2	\$ 100,000									\$ 100,000		
			I-4	2				\$ 120,000		\$ 120,000				\$ 360,000		
			4-3	2					\$ 120,000			\$ 1,700,000		\$ 1,700,000		
		Priority 2 Subtotals		\$ 100,000	\$ 1,000,000	\$ 150,000	\$ -	\$ 120,000	\$ -	\$ 120,000	\$ -	\$ 1,820,000	\$ -	\$ 3,320,000	Not recommended at this time; perhaps consider in future should other plans for moving inlet sand farther south prove not possible or ineffective. Cost assumes \$5M construction and \$3-\$5M for mitigation with \$2M USACE cost-share.	
Priority 3		STP pipeline extension	I-3.7 & I-4	3										\$ 8,000,000	Would gain flexibility to use fine material on dry beach in dunes; however, not presently recommended since monitoring of the recent USACE sand may show intertidal placement is preferred instead. Depends upon results of supplemental data analysis in O-1.3; only do regional modeling if will be part of future annual updates/adaptive management analysis. Assumes \$100k initial application and \$25k every other year for design modifications/refinements. Will depend upon performance of next project. Assumes next project will be expanded (more sand/maybe structures) requiring at least EIS supplement (\$500k). Assumes \$6M in additional sand (2,100 ft at 75 cy/ft and \$12/cy), structures (4 at \$500k each), and mitigation (\$2M), but highly uncertain; hence, Priority 3 status. Important but very difficult to predict at this time; may be required if feeder beach south of Pier is permitted but proves inadequate to maintain the Reach. Assumes additional \$1M in supplemental EIS/permitting. Solution(s) perhaps would involve more sand (5,000 at 50 cy/ft at \$18/cy, trucked from Phipps stockpiled or from inlet), structure(s) (5 at \$500k); mitigation (\$3M); hence, Priority 3 status. * Priority 3 items are too uncertain to attach a timeline	
			I-6	3												\$ 100,000
			O-1.7	3												\$ 200,000
			7-4	3												\$ 6,390,000
			8-3.3 Next phases	3												
		Priority 3 Subtotals*												\$ 25,690,000		

Table ES-1. Recommended Plan and Priorities (continued)

	Description	WHG Item(s)	Pri	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	TOTAL	Notes
Other Management Strategies	Recommendations that offer guidance or policy but don't have a direct cost														
	Repair sand transfer plant and reserve funds for future repairs	I-1													Short-term repair cost (~\$500,000 and annual accumulation of ~\$100,000) accounted separately through Risk Fund.
	Continue to place STP sand to stabilized north end, but seek alternatives	I-2 & I-1													Status quo until can gain flexibility to place sand elsewhere.
	USACE cooperative agreement	I-3.1, I-3.2, I-3.3, I-3.4													Continue working with USACE to have Town participation in bid process, have input on construction method to ensure placement on Town dry beaches and intertidal zone (even if USACE needs emergency dredging with hopper dredge), and coordinate permits.
	Prioritize sand placement in southern portion of approved template	I-3.8													Improves potential for sand to move south beyond the inlet.
	SAND participation	O-9													It is essential for Town staff to actively participate in the regional Sand Availability And Needs Determination (SAND) investigation since the Town will require regional sand sources in the future.
	Maintain Reach 5 primarily via Mid-Town project	O-9													Continue current practices, while gaining flexibility to directly nourish certain areas via Item 5.5 if erosion occurs.
	Take caution with using southern portion of South Borrow Area 1	5-2													
	Take caution with using South Borrow Area 2 and do not use southern portion fronting Reach 7	5-4													Has the potential to alter transport in Reach 5, which has been otherwise stable.
	Vegetate dunes in Phipps project only with full beach nourishment	6-3 & 7-3.3													Use seaward portion since landward portion is possibly within the active transport zone. Do not use portion offshore Sloans Curve offshore Reach 7 erosional hotspot.
		7-3.4													Without full beach nourishment template, dune vegetation will not have sufficient time to establish. Construct full width template at the north end of the project last, just prior to demobilizing equipment. Will ensure full template at north end upon completion of construction where project is most vulnerable.
	Construct Phipps project from south to north	7-3.5													Groins help stabilize Reach 5 and possibly minimize hardbottom impacts in Reach 6.
	Maintain Reach 5 groins, including Monster Groin	5-3													Obtain permits to maintain minimum beach in Reach 5 directly if needs arise; include flexibility for sand from upland and inlet in addition to traditional offshore sources. Perhaps add to Mid-Town permits for truck haul to Reach 5 if needed. Expected to be included in BMA.
	Permits for Reach 5 maintenance	5-5													
Toy exceptions in permits	Establish Reach 6 as area to maximize hardbottom coverage	6-2													Has potential to offer flexibility for hardbottom impacts in other areas via BMA regional approach.
	Federal regional permit for BMA	O-7													If BMA is approved at State/Town level, Town staff then work with Federal regulatory staff to consider and pursue regional permit.
		O-8													Town staff seek provision in project permits and/or BMA for exceptions to standard Toy windows for nourishment if erosion is severe, eliminating habitat (e.g., set turtle nesting) absent beach nourishment.

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Regular Agenda - New Business

Agenda Title

Proposed FY2014 Coastal Management Program Budget and Ten-Year Coastal Protection Plan.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated June 1, 2013, from H. Paul Brazil, P.E., Director of Public Works
- FY 2014 Proposed Coastal Management Program Budget

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: FY 2014 Coastal Management Program Budget and 10-Year Plan

Date: June 1, 2013

STAFF RECOMMENDATION

FY 2014

Town staff recommends Town Council approve the implementation of the following Coastal Management Program activities, consistent with the FY 2014 budget as identified by Woods Hole Group:

- North Ocean Boulevard Seawall Replacement in Reach 2
- Mid-Town Beach Nourishment Project Mitigation
Resolution No. 101-2013
- Mid-Town Beach Nourishment in Reaches 3 and 4, with interim sand placement in Reaches 7 and 8
Resolution No. 102-2013
Resolution No. 103-2013
- Environmental Impact Statement (EIS) for Reach 8

Remainder of 10-Year Plan (FY 2015 – FY 2023)

Town staff recommends Town Council give initial consideration to the scope and cost of the proposed coastal protection plan for FY 2015-FY 2023, with formal action to be considered later this summer following the Finance & Taxation Committee meeting on July 11, 2013.

GENERAL INFORMATION

After being created by the Town Council in 2008, the Shore Protection Board (SPB) recommended coastal budgets to the Town Council one year at a time for three fiscal years (FY 2009, 2010, and 2011). On February 23, 2012, the SPB unanimously approved both the FY 2013 coastal program budget and a 10-year shore protection plan. However, the 10-year plan recommended by the SPB was subject to further consideration and was not conclusive. On March 14, 2012, Town Council directed Town staff to solicit a proposal from Woods Hole Group (WHG) to review all the information which was considered by the Shore Protection Board (SPB) with Town staff, Town consultants, and outside consultants over the past several years, and to provide objective advice regarding a permissible program to provide adequate storm protection to the Town.

Following a lengthy, independent review process, Woods Hole Group provided a draft report to the Town in late February 2013 and presented a draft report and recommendations at the March 14, 2013 Town Council meeting. At that meeting, Woods Hole Group was directed by Town Council to finalize its report and recommendations, including the prioritization of the costs of the projects, and to collaborate with Town staff to propose a 10-year Coastal Protection Plan, with estimated costs.

By the time this item is presented at the June 11 regular Town Council meeting, Woods Hole Group will have presented its final report and recommendations to Town Council. The remainder of this item summarizes the proposed 10-year plan. Town staff plans to make a detailed presentation of the plan at the June 11 meeting.

FY 2014

During the past four (4) years, Town staff has assisted the SPB with planning coastal protection projects so that funding can be levelized as much as possible. However, with the high costs of construction for beach nourishment, the fiscal budgets during years with these construction activities inherently cause irregularities from year to year. In any given 10-year planning window, Town staff has identified at least three (3) years with a higher cost when compared to non-construction years when the work plan includes only planning, monitoring, and program management.

Due to both the time that has passed since construction of the previous nourishment projects and the recent history of storms influencing the Town's shoreline, the upcoming FY 2014 budget of approximately \$22.8 million is one of those anticipated higher-cost years. Beyond the permit required monitoring and Town-wide reporting, the following large scale activities are included within the proposed FY 2014 budget:

- North Ocean Boulevard Seawall Replacement
- Mid-Town Beach Nourishment
- Phipps Ocean Park / Reach 7 Interim Sand Placement
- Reach 8 Dune Restoration
- Reach 8 Environmental Impact Statement (EIS)

The above listed projects are included in Woods Hole Group's final report and recommendations for FY 2014.

Cumulative budgeted costs for the field work and reporting of the physical surveys, biological monitoring, and sea turtle nesting monitoring meet or exceed the expected costs for those same activities as they are set forth in the Beach Management Agreement (BMA) with FDEP.

Following approval of the FY 2014 budget, Town staff will return to Town Council for individual project authorizations and contract awards.

Remainder of 10-Year Plan (FY 2015 – FY 2023)

The Woods Hole Group recommendations included a 10-year plan and estimated budget that focused on coastal projects to advance the CCMP scientific and engineering objectives. Woods Hole Group deferred to the Town for financial planning specifics (e.g., factoring market fluctuations, inflation, and cost-cutting measures to meet Town budgetary requirements). The program identified by Town staff includes all the items identified by Woods Hole Group as “Priority 1” and “Priority 2” items (i.e., all line items with annual costs shown in their recommendations). Where applicable, Town staff developed potential alternatives to focus on overall cost-effectiveness. These potential alternatives have been reviewed with Woods Hole Group staff and Bob Hamilton approves the Town’s alternative as a viable plan. Both the Woods Hole Group and Town staff 10-year plans will be subject to annual review and adaptive management.

The vast majority of the Woods Hole Group and Town staff 10-year plans are similar in scope and cost. The most notable similarities are the continued sand placement efforts in Reaches 1 and 2 from Lake Worth Inlet maintenance, continued beach nourishment in both Mid-Town and Phipps Ocean Park, and the preparation of Environmental Impact Statements (EIS) for both Reaches 2 and 8. Other notable similarities between the Woods Hole Group and Town staff recommendations include the importance of annual monitoring and reporting, replacement of the North Ocean Boulevard seawall, and a long-term vulnerability assessment.

The most notable differences are the use of Lake Worth Inlet sand, the cycle of beach nourishment for Phipps Ocean Park / Reach 7, and the introduction of new structures later in the 10-year program, each of which is addressed in one of the next three paragraphs.

Woods Hole Group has recommended that the majority of sand dredging through inlet maintenance be placed in areas of greatest need in Mid-Town, Reach 7, or Reach 8. This strategy relies on sand bypassed from the Sand Transfer Plant to provide the majority of storm protection in Reach 1 and Reach 2. Town staff agrees that there will be times when it is advantageous to transport inlet dredged sand to Reaches 3, 4, 7 or 8, but we believe that inlet sand should usually be placed in Reaches 1 and 2, because it may be essential to adequately protecting those areas and will provide a benefit to more sections of the Town’s shoreline as the sand moves south. Truck-hauling offshore sand into both Reaches 7 and 8 concurrently with the Mid-Town project meets Woods Hole Group’s intent of supplementing sand into Reach 7 and 8 between nourishment intervals for those areas.

The monitoring results from the 2006 Phipps Ocean Park / Reach 7 beach restoration project indicated that the northern portion of the project eroded faster than the southern portion. Woods Hole Group has suggested shortening the time between successive nourishments to address erosion concerns at the north end of the Reach 7 project. Town staff suggests placing additional sand at the north end of the Reach 7 project concurrently with a future Mid-Town project to keep the Reach 7 nourishment cycle at eight (8) years.

Woods Hole Group included options of new structures in Mid-Town and Reach 7 in the later years of their 10-year plan. Since proceeding with design and construction of such structures is recommended to flow from adaptive management based on additional future data and analysis, Town staff did not include these structures in our 10-year plan.

The Town staff's proposed 10-year plan is on the order of approximately \$75 million for projects similar to those identified in prior plans. The remaining approximately \$9 million is due to the identification of an annual line item for a "Last Line of Defense" Seawall Rehabilitation Plan (similar to the Groin Rehabilitation Plan identified in previous plans and in this plan). Inclusion of this roadway protective seawall item in the Coastal Protection Program, which was previously mentioned in the Public Works Capital Improvement Program, increases the overall 10-year cost estimate to \$84,189,000. That compares to a cost estimate of \$99,543,000 if the Town were to implement Woods Hole Group recommendations, (Priority 1 and Priority 2 items) without Town staff's proposed alternatives.

FUNDING/FISCAL IMPACT

FY 2014

If approved, the FY 2014 budget is anticipated to be \$22.8 million. Approximately \$5.6 million is for bondable projects, leaving a minimum of \$17.2 million to be paid from available reserves and current revenues. The following sources of funds are proposed:

Coastal Protection Fund Balance	\$11.3 million
General Fund Reserves	\$4 million
Risk Fund Reserves	\$2 million
Total	\$17.3 million

Adopting a reimbursement resolution will allow the Town to use future bond proceeds to reimburse Town reserve funds for any eligible bondable work that is initially funded with cash.

Remainder of 10-Year Plan (FY 2015 – FY 2023)

The remainder of the 10-year plan (FY 2015 through FY 2023) is estimated to cost \$61,345,000.

Funding for the 10-year plan will be considered at the July 11, 2013 Finance & Taxation Committee meeting. Alternatives will include some combination of ad valorem taxes, assessments, and bond issues with debt service.

Attachment

cc: Shore Protection Board
Jane Struder, Director of Finance
Robert Weber, Coastal Coordinator

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Regular Agenda - New Business

Agenda Title

Townwide Seawall Inventory.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated June 1, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Seawall Maps

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Townwide Oceanfront Seawall Inventory

Date: June 1, 2013

STAFF RECOMMENDATION

Town staff recommends that Town Council review the general information and attachment and provide any direction as deemed necessary.

GENERAL INFORMATION

At the April 9, 2013 regular Town Council meeting, Town staff was directed by Town Council consensus to determine whether or not seawalls are present for each oceanfront property within the Town of Palm Beach. Further, Town staff was directed to report back findings for the oceanfront properties at the June 11, 2013 regular Town Council meeting.

Inventory Overview

Beginning with the northernmost property in the Town, 149 East Inlet Drive, and ending with the southernmost property in Town, 3475 South Ocean Blvd., there are 353 separate oceanfront properties currently identified by the Palm Beach County Property Appraiser's Office. This number of properties includes private parcels (including both single family and multi-family), Town lands (including both road right-of-way and public parks), and non-Town owned public lands (including both Palm Beach County and the City of Lake Worth). For the purpose of this seawall inventory, Palm Beach County and City of Lake Worth parcels were not included.

To create the Townwide oceanfront seawall inventory, available resources from both the Public Works (PW) and the Planning, Zoning, & Building (PZB) departments were utilized and some field work was performed for confirmation at a few locations. A comprehensive map was developed and it is attached. The map is based on the information currently available and should be used for planning purposes only. The condition of each wall has not been evaluated and we have not evaluated the sufficiency of the height of the seawalls.

The Town has preliminary condition surveys on several of Town-owned walls and plans to replace the seawall across from the Palm Beach Country Club as part of the FY2014 Coastal Protection Plan. The plan also proposes annual funding of a program to rehabilitate additional sections of Town-owned and/or roadway protective seawalls.

Roadway Protective Seawalls

Section 106-81 of Town Code states that the Town “may enter upon and take possession of any property lying easterly of Ocean Boulevard, where the same parallels the Atlantic Ocean within the corporate limits of the Town, for the purpose of protecting Ocean Boulevard from any erosion that may be caused by the water of the Atlantic Ocean, and in carrying out such purpose, to build seawalls, bulkheads...” Section 106-82 adds that “when in the construction and erection or repair of any bulkhead or groin within the Town, as authorized by Section 106-81, it is deemed by the Town Council that the construction of such bulkhead or groin, or the repairing thereof, especially benefits any real estate lying either adjacent to the groins or bulkheads on the westerly side of Ocean Boulevard along which the groins or bulkheads are erected, it shall be in the power of the Town Council to assess such portion of cost of such improvement against the property so especially benefitted in accordance with the benefits to be received, and to be based primarily upon the frontage that the property has along Ocean Boulevard.”

Town staff has identified the following five (5) areas where roadway protective seawalls currently exist and may be subject to Sections 106-81 and 106-82:

- Reach 2 – Approximately 4,100 linear feet including private properties between Onondaga Avenue to Queens Lane (1438 N. Ocean Blvd. to 1139 N. Ocean Blvd.)
- Reach 2 – Approximately 1,700 linear feet across from the Palm Beach Country Club
- Reach 3 – Approximately 1,900 linear feet between Wells Road to Sunrise Avenue (including private properties between 300 N. Ocean Blvd. to 150 N. Ocean Blvd.)
- Reach 4 – Approximately 10,300 linear feet between Clarke Avenue to Via Bellaria (including private properties between 190 S. Ocean Blvd. to 920 S. Ocean Blvd.)
- Reach 7 – Approximately 400 linear feet including 2335 S. Ocean Blvd.

Within the five (5) areas listed above, there are several locations where repairs or replacement to existing seawalls may need to be planned for Town properties. Those areas include:

- Wells Road public right-of-way, 50 linear feet
- Dunbar Road public right-of-way, 50 linear feet
- Atlantic Avenue public right-of-way, 30 linear feet
- Sunset Avenue public right-of-way, 48 linear feet
- Mid-Town Municipal Beach (between Royal Palm Way and Gulfstream Road), approximately 2,700 linear feet

Both the Woods Hole Group recommendations and the Town staff’s proposed 10-Year coastal protection plan include annual funding toward this long-term maintenance effort.

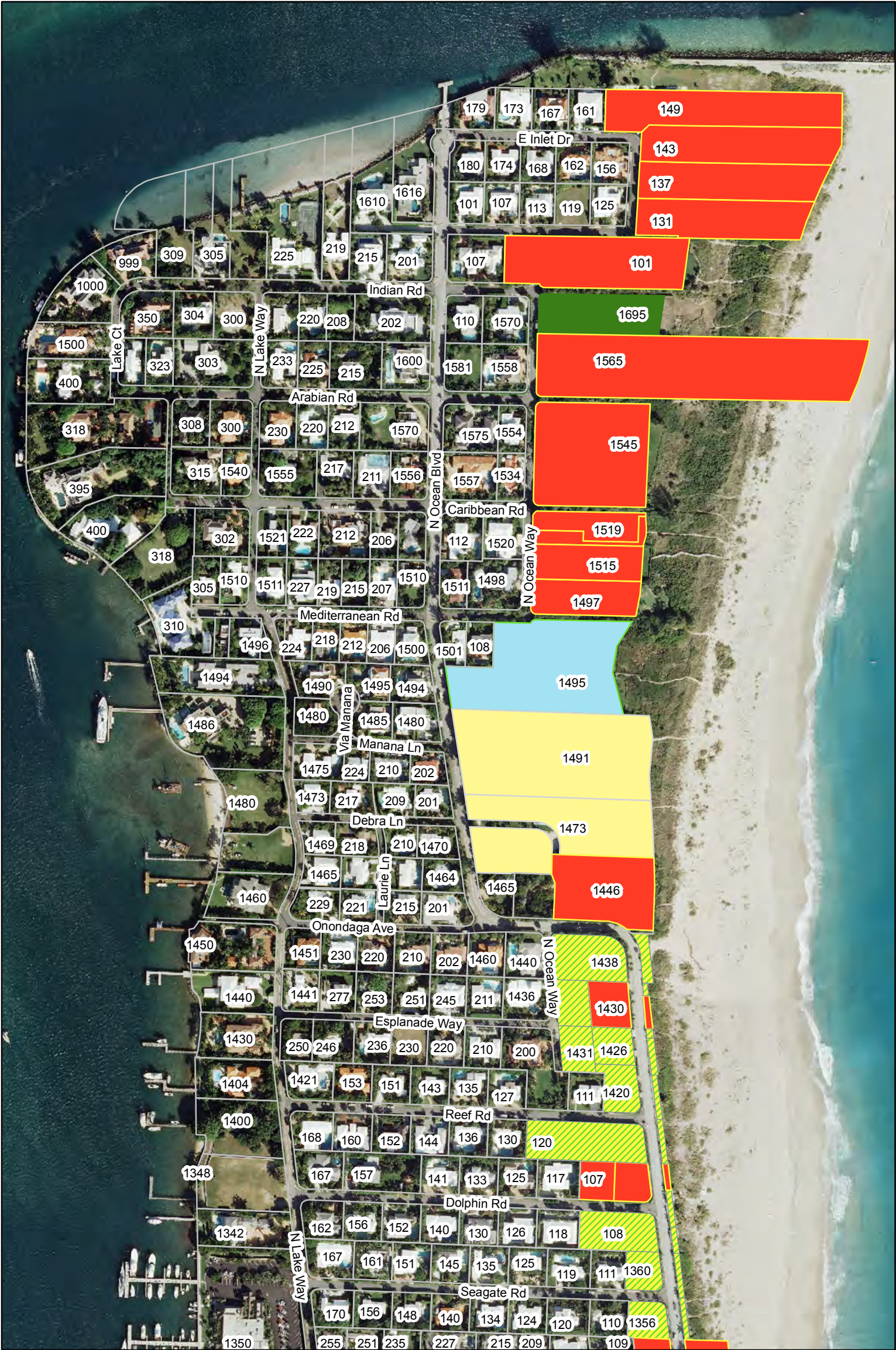
Clarke Avenue Beach, including Barton and Clarke avenues rights-of-way, is one location where a roadway protective seawall does not currently exist, but may be considered in the future.

There are other Town properties where seawalls may be considered in the future, such as Phipps Ocean Park or Palm Beach Par 3, but seawalls would not be considered for the purpose of roadway protection at those locations due to the substantial setback from South Ocean Boulevard.

rw

Attachment

cc: Shore Protection Board
John Page, Director of Planning, Zoning, & Building
Robert Weber, Coastal Coordinator



Legend

Seawalls

Parcels

Private Seawall

Private Seawall (Roadway Protective)

Public Seawall (Roadway Protective)

Private-No Seawall/No Pilings

Public-No Seawall

Public Revetment

Private-Pilings

Public-Pilings

Vacant Land

LOCATION OF SEAWALLS & PILINGS
TOWN OF PALM BEACH

Map Created: May 14, 2013
Map Updated: June 06, 2013
By: Coraliz Cordero, GISP, GIS Coordinator

1 inch = 305 feet
461
Page 01 of 14



Legend

Seawalls

Parcels

Private Seawall

Private Seawall (Roadway Protective)

Public Seawall (Roadway Protective)

Private-No Seawall/No Pilings

Public-No Seawall

Public Revetment

Private-Pilings

Public-Pilings

Vacant Land



LOCATION OF SEAWALLS & PILINGS
TOWN OF PALM BEACH



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By: Coraliz Cordero, GISP, GIS Coordinator



Legend

Seawalls

Parcels

Private Seawall

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Public Revetment

Private-Pilings

Public-Pilings

Vacant Land



LOCATION OF SEAWALLS & PILINGS
TOWN OF PALM BEACH



Map Created: May 14, 2013
Map Updated: June 06, 2013
By: Coraliz Cordero, GISP, GIS Coordinator



Legend

Seawalls

Parcels

Private Seawall

Private Seawall (Roadway Protective)

Public Seawall (Roadway Protective)

Private-No Seawall/No Pilings

Public-No Seawall

Public Revetment

Private-Pilings

Public-Pilings

Vacant Land

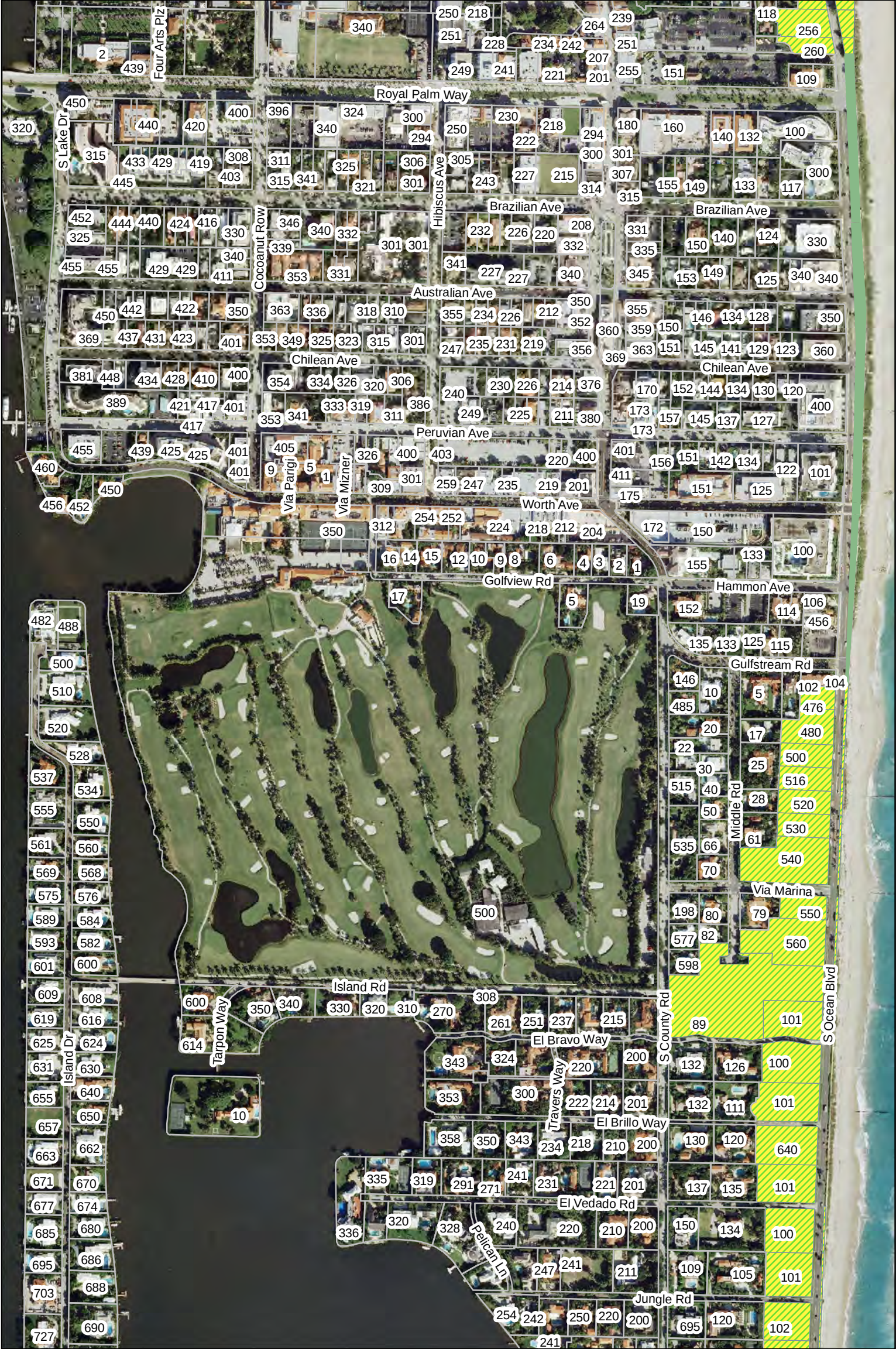


LOCATION OF SEAWALLS & PILINGS
TOWN OF PALM BEACH



Map Created: May 14, 2013
Map Updated: June 06, 2013
By: Coraliz Cordero, GISP, GIS Coordinator

1 inch = 369 feet
465
Page 05 of 14



Legend

Seawalls

Parcels

Private Seawall

Private Seawall (Roadway Protective)

Public Seawall (Roadway Protective)

Private-No Seawall/No Pilings

Public-No Seawall

Public Revetment

Private-Pilings

Public-Pilings

Vacant Land

LOCATION OF SEAWALLS & PILINGS
TOWN OF PALM BEACH

Map Created: May 14, 2013
Map Updated: June 06, 2013
By: Coraliz Cordero, GISP, GIS Coordinator

1 inch = 481 feet
467
Page 07 of 14



Legend

Seawalls

Parcels

Private Seawall

Private Seawall (Roadway Protective)

Public Seawall (Roadway Protective)

Private-No Seawall/No Pilings

Public-No Seawall

Public Revetment

Private-Pilings

Public-Pilings

Vacant Land

**LOCATION OF SEAWALLS & PILINGS
TOWN OF PALM BEACH**

Map Created: May 14, 2013
Map Updated: June 06, 2013
By: Coraliz Cordero, GISP, GIS Coordinator

1 inch = 481 feet
468
Page 08 of 14



Legend

Seawalls

Parcels

Private Seawall

Private Seawall (Roadway Protective)

Public Seawall (Roadway Protective)

Private-No Seawall/No Pilings

Public-No Seawall

Public Revetment

Private-Pilings

Public-Pilings

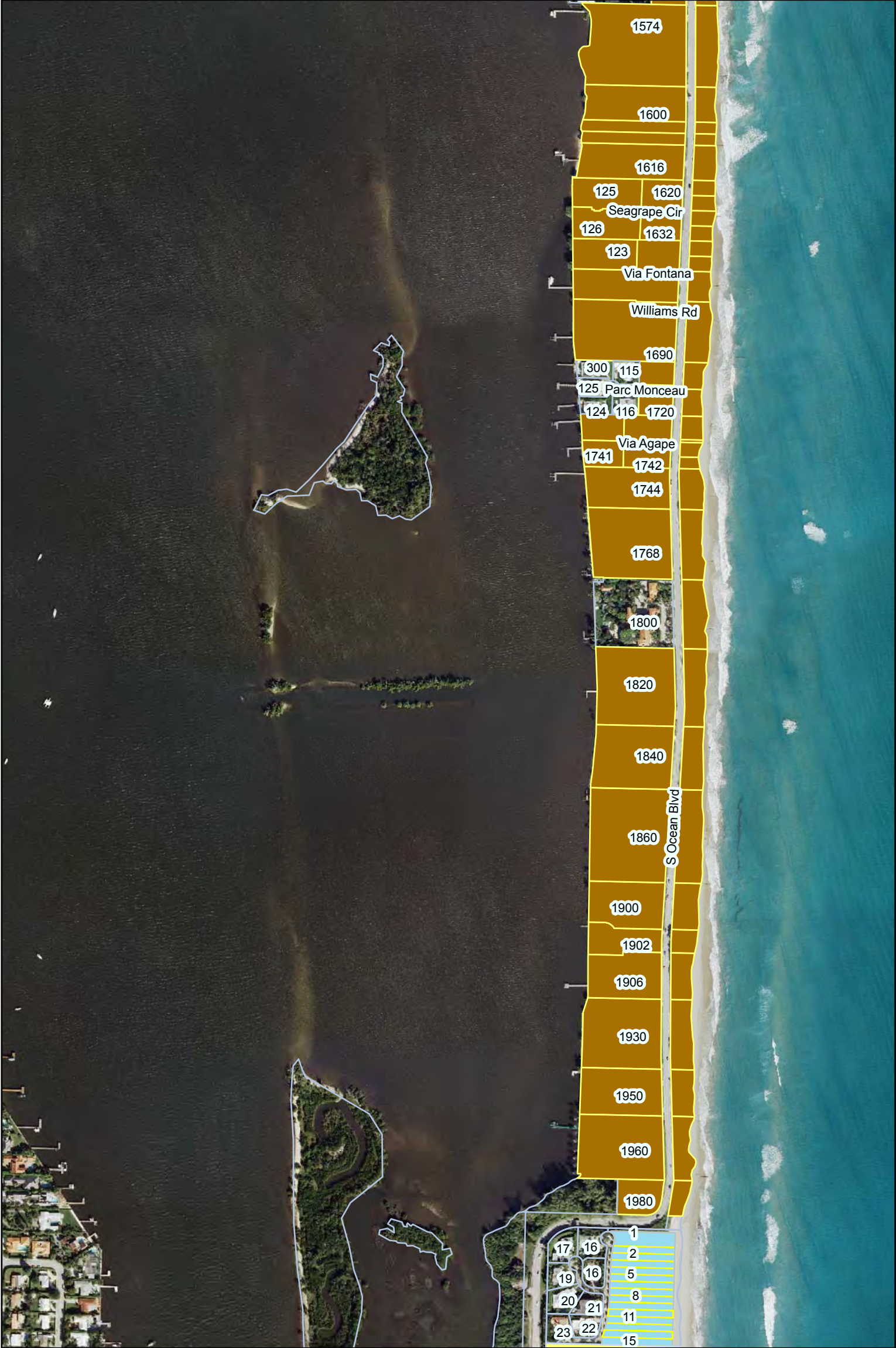
Vacant Land



LOCATION OF SEAWALLS & PILINGS
TOWN OF PALM BEACH



Map Created: May 14, 2013
Map Updated: June 06, 2013
By: Coraliz Cordero, GISP, GIS Coordinator



Legend

Seawalls

Parcels

Private Seawall

Private Seawall (Roadway Protective)

Public Seawall (Roadway Protective)

Private-No Seawall/No Pilings

Public-No Seawall

Public Revetment

Private-Pilings

Public-Pilings

Vacant Land

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TOWN OF PALM BEACH

Map Created: May 14, 2013
Map Updated: June 06, 2013
By: Coraliz Cordero, GISP, GIS Coordinator

1 inch = 481 feet
470
Page 10 of 14



Legend

Seawalls

Parcels

Private Seawall

Private Seawall (Roadway Protective)

Public Seawall (Roadway Protective)

Private-No Seawall/No Pilings

Public-No Seawall

Public Revetment

Private-Pilings

Public-Pilings

Vacant Land

LOCATION OF SEAWALLS & PILINGS
TOWN OF PALM BEACH

Map Created: May 14, 2013
Map Updated: June 06, 2013
By: Coraliz Cordero, GISP, GIS Coordinator

1 inch = 481 feet
471
Page 11 of 14



Legend

Seawalls

Parcels

Private Seawall

Private Seawall (Roadway Protective)

Public Seawall (Roadway Protective)

Private-No Seawall/No Pilings

Public-No Seawall

Public Revetment

Private-Pilings

Public-Pilings

Vacant Land



LOCATION OF SEAWALLS & PILINGS
TOWN OF PALM BEACH



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By: Coraliz Cordero, GISP, GIS Coordinator



Legend

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Public Seawall (Roadway Protective)

Private-No Seawall/No Pilings

Public-No Seawall

Public Revetment

Private-Pilings

Public-Pilings

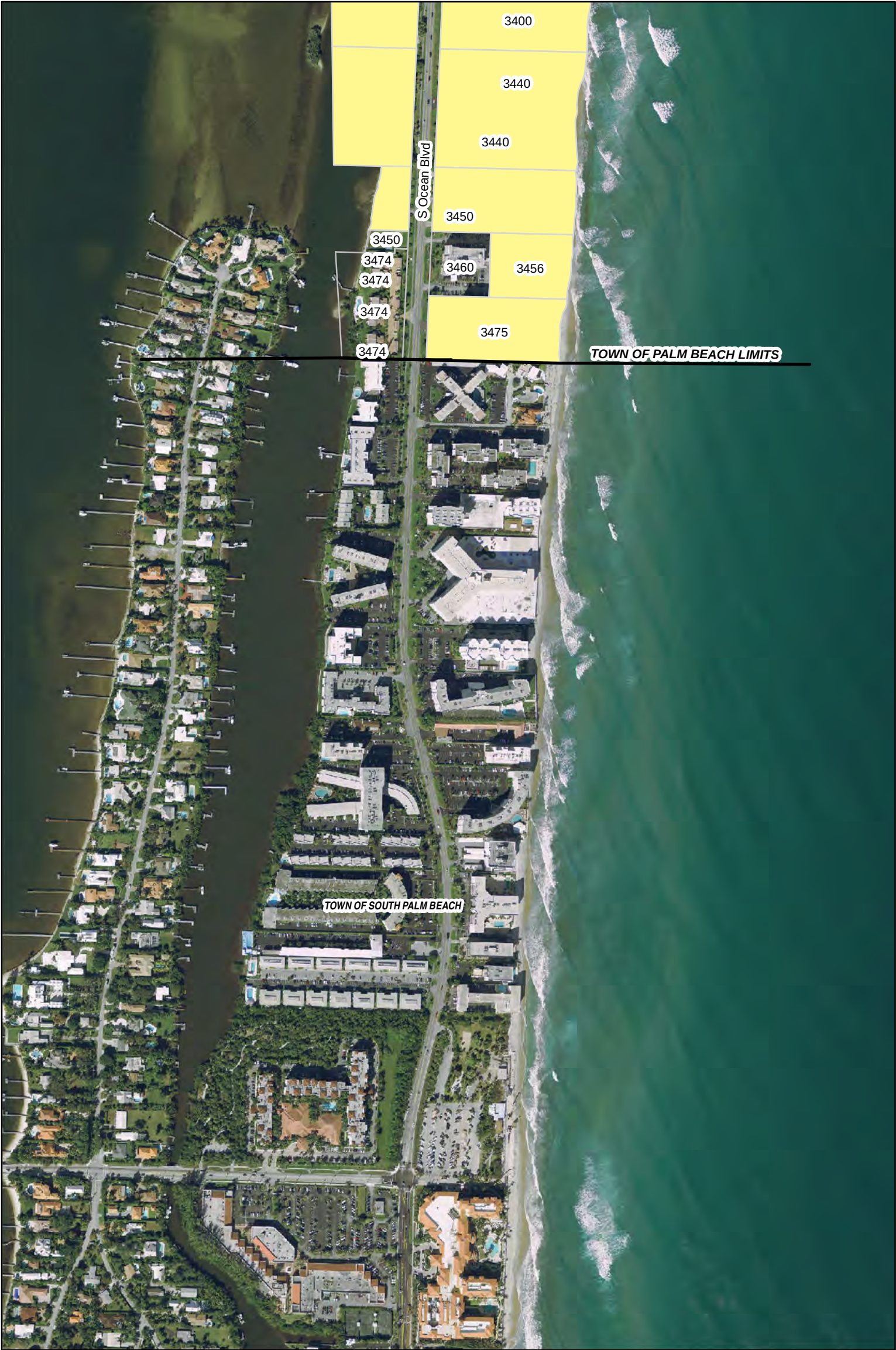
Vacant Land



LOCATION OF SEAWALLS & PILINGS
TOWN OF PALM BEACH



Map Created: May 14, 2013
Map Updated: June 06, 2013
By: Coraliz Cordero, GISP, GIS Coordinator



Legend

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Private-No Seawall/No Pilings

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Public Revetment

Private-Pilings

Public-Pilings

Vacant Land



LOCATION OF SEAWALLS & PILINGS
TOWN OF PALM BEACH



Map Created: May 14, 2013
Map Updated: June 06, 2013
By: Coraliz Cordero, GISP, GIS Coordinator

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Regular Agenda - New Business

Agenda Title

RESOLUTION NO. 101-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Applied Technology & Management, Inc., for Initial Implementation of the Mid-Town Mitigation Program in an Amount Not-to-Exceed \$189,823.18, and Establishing an Engineering Services Task Budget of \$225,000.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated May 29, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 101-2013
- ATM Proposal Mitigation Reef Design Permitting and Construction
- ATM Proposal - Mid Town Interim Nourishment Project
- ATM Porposal - Town Wide Annual Beach Physical Monitoring

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Approving a Purchase Order for Permitting, Planning, and Construction of
Mid-Town Beach Nourishment Mitigation Reef and Coral Nursery
Resolution No. 101-2013

Date: May 29, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 101-2013 approving a purchase order to Applied Technology & Management, Inc. (ATM), in an amount not-to-exceed \$189,823.18 and establishing an engineering services budget of \$225,000 to complete permitting, planning, and construction observation related to implementation of the State-approved mitigation program for the Mid-Town Beach Nourishment project.

GENERAL INFORMATION

Per permit obligations, the Town performed post-construction biological monitoring of the 2006 Mid-Town Beach Nourishment project for a period of five (5) years. Since completion of the State-mandated five-year effort, the Town has worked with the State of Florida Department of Environmental Protection (FDEP) to further assess temporal environmental changes in the nearshore hardbottom.

On April 26, 2013, the FDEP issued a permit modification (File No. 0164713-010-JN) to the Town of Palm Beach which approved a mitigation program to offset temporary nearshore hardbottom impacts from the 2003 and 2006 Mid-Town Beach Nourishment projects.

The permit modification includes the construction of an artificial reef and coral nursery that totals a project area of three (3) acres. FDEP will accept 0.68 acres of the constructed 0.8-acre artificial reef which was mandated by the U.S. Army Corps of Engineers in relation to the 2006 Phipps Ocean Park / Reach 7 Beach Restoration Project as part of the required mitigation reef. Therefore, a total of 2.32 acres of new artificial reef and coral nursery is to be constructed.

ATM has provided a proposal which includes the necessary engineering, environmental, and construction support to permit, plan, and monitor construction of the new artificial reef and coral nursery.

The ATM proposal includes environmental support from both Tetra Tech and Coastal Eco-Group. The hourly-not-to-exceed amount of the ATM proposal is \$189,823.18. If necessary, the Tetra Tech/Coastal Eco-Group team has provided a cost estimate to ATM for additional regulatory support services, not currently included in the ATM proposal, in the hourly-not-to-exceed amount of \$24,811.73.

It is preferable that the construction of the artificial reef and coral nursery occur before the winter season. Therefore, Town staff will publicly bid the construction of the reef this summer. Town staff will return to Town Council for a contract award to the lowest responsible bidder. Town staff will not provide ATM with a Notice to Proceed for their construction administration and observation task of \$58,399 until Town Council has awarded the construction services contract.

Through the Beach Management Agreement (BMA) effort, Town staff and Town consultants have worked closely with FDEP staff to modify sand placement projects, such as Mid-Town, to reduce or eliminate future hardbottom impacts while maintaining an appropriate level of storm protection within the project area.

FUNDING/FISCAL IMPACT

Previous SPB recommended and Town Council approved Coastal Management Program budget (FY 2011 and FY 2012) includes sufficient funds for this work.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

This proposed resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

cc: Jane Struder, Director of Finance
Robert Weber, Coastal Coordinator
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 101-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER TO APPLIED TECHNOLOGY & MANAGEMENT, INC., FOR INITIAL IMPLEMENTATION OF THE MID-TOWN MITIGATION PROGRAM IN AN AMOUNT NOT-TO-EXCEED \$189,823.18, AND ESTABLISHING AN ENGINEERING SERVICES TASK BUDGET OF \$225,000.

* * * * *

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order to Applied Technology & Management, Inc. (ATM), in an amount not-to-exceed \$189,823.18 for initial implementation of the Mid-Town Mitigation Program and establishes an engineering services task budget of \$225,000.

Section 2. The Town Manager is hereby authorized and directed to execute this contract on behalf of the Town of Palm Beach for these professional services.

Section 3. The Town Manager, or his designee, is hereby authorized and directed 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 11th day of June 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member



2047 VISTA PARKWAY, SUITE 201

WEST PALM BEACH, FL 33411

(561) 659-0041 FAX 659-3733

WWW.APPLIEDTM.COM

Work Proposal

Town of Palm Beach

Applied Technology & Management

Consulting Services

For

2013 Mitigation Reef Design Permitting and Construction

5/29/2013

This Work Order, when executed, shall be incorporated in and become an integral part of the Agreement for Professional Services between the Town of Palm Beach, Florida (Town), and Applied Technology & Management (ATM), dated July 8, 2009, hereafter referred to as the Agreement.

Project Background

This proposal provides consulting services in support of the design, permitting and construction of a proposed mitigation reef to offset functional losses associated with the Mid-Town Nourishment Project. This work is proposed in response to the FDEP major permit modification (**Permit No. 0164713-010-JN**) which is incorporated by reference within this proposal. This proposal provides engineering, environmental, and construction support for the mitigation reefs required under this FDEP permit modification. Additional environmental support will be provided by Tetra Tech (TT) and Coastal Eco-Group (CEG) as delineated within this proposal and presented within their proposal to ATM dated 5/22/13.

Specific Tasks are delineated within the following Scope of Services:

SCOPE OF SERVICES

Task 1: Mitigation Reef Detailed Design

Under this task, ATM in conjunction with TT and CEG will develop a detailed reef design which addresses the biological and engineering requirements of this project.

Task 1.1: Field Investigations and Project Siting

Artificial reef siting field investigations will be conducted as delineated within Task 2 of the 5/22/13 (TT) proposal to ATM. This field investigation will provide the basis for site delineation and detailed design.

Task 1.1 Deliverable: A field observation letter report will be prepared at the conclusion of the field investigation consistent with Task 2 of the (TT) 5/22/13 proposal to ATM.

Task 1.2: Mitigation Reef Detailed Design

Based on the results of Task 1.1 a bathymetric survey and engineering evaluation of the identified receiver sites will be conducted. The bathymetric survey will be conducted at no greater than a 200 foot line spacing and will conform to FDEP-BBCS technical standards. An evaluation regarding minimum module and rock size will be developed based on previous regional reef deployments and a performance standard for reef material (rock and module) will be developed. Engineering and easement drawings sufficient for project review and construction will be developed including rock/module sizing, quantities, orientation and deployment locations. It is assumed that multiple locations will be defined for reef deployment.

Task 1.2 Deliverable: A letter report inclusive of engineering design drawings, project volumes and deployment areas and probable cost will be developed.

Task 2: Project Regulatory Review

It is assumed that the existing major modification (**Permit No. 0164713-010-JN**) will provide the basis for State regulatory review of the project and a Joint Coastal Permit Application (JCP) will not be required. This will require the execution of an appropriate permit vehicle (permit modification, inclusion in the BMA, new Mid-Town permit or equivalent) and submission of the

Notice to Proceed items as stated within Specific condition 3 of the current project permit. As the appropriate State permit vehicle has yet to be determined, this Task has been scoped to accommodate whichever path is deemed most appropriate by the FDEP. It is assumed within this proposal that a Federal permit and consultation will be required. Additional support on the biological aspects of the project will be provided by (TT) as delineated within Task 1 of their 5/22/13 proposal to ATM.

Specific subtasks will include the following:

Task 2.1: FDEP Consultation

The Project Team will conduct a project review meeting with FDEP staff in Tallahassee to review both the mitigation plan and approval process. ATM will prepare a meeting agenda and project review materials prior to the meeting and will produce meeting notes. Based on the results of this meeting the Project Team will engage with FDEP staff to execute the approval path as defined with the consultation meeting. The Project Team will prepare review and supporting materials as request by the FDEP to facilitate this process.

Task 2.1 Deliverable: A draft submittal for the review meeting will be provided to Town Staff for review and comment. A meeting agenda and minutes will be prepared. Copies of all correspondence and submittals provided to the FDEP will be submitted to the Town for review and comment prior to submittal.

Task 2.2: Consultation with USACE

As a Joint Coastal Permit (JCP) application is not anticipated to be required, a formal Federal permit request will be developed based on the information developed for the FDEP and the results of Task 1. Upon submittal of the application, the Project Team will schedule and participate in a pre-application meeting. The meeting will be at the USACE's offices in Palm Beach Gardens, FL. ATM will prepare a meeting agenda and present the project design for discussion with USACE. The meeting will identify the critical items and best approach to consultation with the commenting agencies. ATM will continue to coordinate with USACE and provide any requested information needed for subsequent consultations with the commenting agencies. Representation by local NMFS interests at this meeting will be encouraged. If this is not possible a second meeting will be held with NMFS staff.

Task 2.2 Deliverable: A draft submittal for the review meeting will be provided to Town Staff for review and comment. A meeting agenda and minutes will be prepared. Copies of all correspondence and submittals provided to the FDEP will be submitted to the Town for review and comment prior to submittal.

Task 2.3: Respond to USACE Public Notice Items

In response to the application, the USACE will likely request additional information to complete the Public Notice. ATM will coordinate delivery of this information to the USACE. The USACE will then publish a Public Notice for the proposed project. ATM will review the comments to the Public Notice as provided by USACE and prepare a response to USACE as appropriate.

Task 2.3 Deliverable: A draft response to Public Comments will be provided to Town Staff for review and comment prior to submittal to the USACE.

Task 2.4 – Respond to WSACE, NMFS and FWS Requests for Additional Information

It is anticipated that the regulatory agencies (NMFS, USFWS, USACE) will request additional information during their consultation. ATM will review up to three requests for additional information (RAI's), and prepare a response as appropriate to the additional information requested. ATM will review responses with Town Staff prior to submission.

Task 2.4 Deliverable: Copies of all correspondence and submittals provided to the regulatory agencies will be submitted to the Town for review and comment prior to submittal.

Task 3: Plans, Specifications and Bidding Support

ATM will develop the bid package and provide administration for project bidding. Subtasks include:

Task 3.1. - Plans and Specifications.

ATM will develop a bid set of plans and specifications sufficient for project bidding. This package will consist primarily of the project plans and technical specifications. These will be incorporated into the Town's general front end (boilerplate) bidding/contract documents. It is assumed that the final bid package will be electronic (PDF).

Task 3.1 Deliverable: A draft copy of the plans and specifications will be prepared for Town Staff review. Up to 10 electronic (CD) copies of the final plans and specifications will be prepared.

Task 3.2. - Bid Support

ATM will conduct a pre-bid conference with potential bidders and will address questions received from potential bidders. If necessary, ATM will develop amendments to the bid. Upon receipt of bids, ATM will review the submittal packages and provide a recommendation to the Town regarding bid award.

Task 3.2 Deliverable: An agenda and minutes for the pre-bid conference will be prepared. Addendums as appropriate will be prepared. All documentation will be provided to Town Staff in draft form for review and comment prior to finalization.

Task 4: Construction Administration and Observation

The Project Team will provide project administration and observation to support project conformance with the plans and specifications, project permit and conditions of the construction contract.

Task 4.1: Pre-Construction Meeting

ATM will notice and direct a pre-construction conference with relevant parties including relevant regulatory agencies, Town Staff and the project contractor. ATM will prepare a meeting agenda and project overview documents to support meeting execution.

Task 4.1 Deliverable: A draft submittal for the pre-construction conference will be provided to Town Staff for review and comment. A meeting agenda and minutes will be prepared. Copies of all correspondence and submittals provided to the FDEP will be submitted to the Town for review and comment prior to submittal.

Task 4.2: Project Management and Site Inspection: ATM will provide engineering construction support services on an as needed basis as required for Project Certification and as directed by the Town. ATM will provide construction observation through regular on-site review of construction progress with the Contractor and Town. On-site visits will be conducted based

on construction progress by the Contractor and in consultation with the Town. ATM will observe the construction with regard the Contractor's compliance to the contract plans and specifications and regulatory permit conditions. ATM will notify the Town and construction contractor of any observed deficiencies. ATM will provide on-site coordination with the Contractor and Town as part of this task. During the construction process ATM will provide administrative support on an as-needed basis including Contractor coordination and review of Contractor invoices. Upon notification from the Contractor of completion of construction, ATM will coordinate a site inspection and develop a punch-list for the Contractor to complete prior to a recommendation for final payment. ATM will coordinate with the Town and Contractor as necessary to address field changes, payment requests, punch list completion, and permit-required submittals to the regulatory agencies.

ATM senior staff will attend a weekly project update and coordination meeting with the Town and Contractor. Regular observations will be conducted by local ATM staff within experience in mitigation reef construction.

This task is based on the assumption of in-water site inspections in conjunction with the biological inspections delineated in Task 4.3. A total of 8 in-water inspections will be conducted. Additional senior support and inspection of Contractor staging areas and reef materials prior to deployment is included in addition to this inspection effort.

Task 4.2 Deliverables:

- 1) ATM will provide brief summary reports of project progress to the Town on a weekly basis. Additional documents will be prepared and submitted to the Town as appropriate during construction.
- 2) ATM will provide the Town with copies of permit-required regulatory agency submittals.
- 3) ATM will provide the Town with a recommendation for payment associated with Contractor invoice submittals.

Task 4.3: Biological Observation

Additional construction observation will be conducted to ensure that the mitigation reefs conform to the biological requirements of the project. This effort will be conducted as delineated within Task 4 of the TT 5/22/13 proposal to ATM.

Task 4.3 Deliverable: Regular updates of project progress will be provided to Town staff in conjunction with Task 4.2 deliverables. A final project biological observation report will be submitted.

FEES

A summary of project Fees by Task is provided in Table 1 below. *Invoicing shall be on a time and materials basis not to exceed the total task budget outlined herein consistent with the existing master services agreement rates and conditions.*

TABLE 1
Proposal Fees by Task

Task	Description	Total Labor	Sub-Consultant*	Direct Expenses	Total Task Budget
1	Mitigation Reef Detailed Design	\$22,368.42	\$45,357.49	\$2,847.37	\$70,573.28
2	Project Regulatory Review	\$27,985.34	\$12,737.81	\$1,119.41	\$41,842.56
3	Plans, Specifications and Bidding Support	\$18,277.00	\$0	\$731.08	\$19,008.08
4	Construction Administration and Observation	\$22,461.78	\$35,039.01	\$898.47	\$58,399.26
TOTAL		\$91,092.54	\$93,134.31	\$5,596.33	\$189,823.18

*Tetra-Tech Inc.

SCHEDULE

ATM can initiate services immediately upon receipt of Notice to Proceed (NTP). It is noted that execution of this Scope of Services is contingent on receipt of information and Agency action provided by others. The following schedule is assumed.

TASK	ESTIMATED COMPLETION
Task 1: Mitigation Reef Detailed Design	90 days from NTP
Task 2: Project Regulatory Review	225 days from NTP
Task 3: Plans, Specifications & Bidding	285 days from NTP
Task 4: Construction Administration & Observation	375 days from NTP

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Regular Agenda - New Business

Agenda Title

RESOLUTION NO. 103-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Applied Technology & Management, Inc., for Professional Services Related to Regulatory Review, Development of Plans and Specifications, Bidding Support, and Construction Observations for Mid-Town Beach Nourishment Project in an Amount Not-to-Exceed \$280,989.73, and Establishing an Engineering Services Budget of \$320,000 for This Project.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated June 3, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 103-2013
- Proposal for 2013 Mid-Town Interim Nourishment Project

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Mid-Town Beach Nourishment
Resolution No. 103-2013

Date: June 3, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council provide direction regarding the scheduling of the next Mid-Town Beach Nourishment and Phipps Ocean Park / Reach 7 projects.

Should Town Council decide to move forward with the Mid-Town Beach Nourishment project this winter, with interim sand placement in Reaches 7 and 8, staff recommends that Town Council approve Resolution No. 103-2013 awarding a contract to Applied Technology & Management, Inc. (ATM) for \$280,989.73 and establishing a task budget of \$320,000 for regulatory review, development of plans and specifications, bidding support, and construction observation services in support of the Mid-Town Beach Nourishment Project and interim sand placement in Reaches 7 and 8.

If Town Council directs Town staff as recommended above, a public bid solicitation will be prepared and submitted for Mid-Town Beach Nourishment Project construction services.

GENERAL INFORMATION

The draft Woods Hole Group report, presented to Town Council in March 2013, considered the Mid-Town project to be one of the “High Profile Coastal Program Accomplishments”. Constructed in 1995, 2003, and 2006, the Mid-Town Beach Nourishment Project has directly benefitted Reaches 3 and 4 and provides supplemental benefits to the downdrift beaches in Reach 5.

It has been almost eight (8) years since the last nourishment at Mid-Town and the project is reaching the end of its design life. Both the Woods Hole Group and Town staff FY 2014 Coastal Management Program recommendations include a Mid-Town Nourishment Project (approximately 800,000 cubic yards) to be constructed this coming winter – following the current sea turtle nesting season.

The Mid-Town project, through the Beach Management Agreement (BMA) process, has been refined to improve performance in Reach 3 and to likely eliminate future impacts to sensitive offshore environmental resources.

It is also approaching eight (8) years since the last nourishment of Phipps Ocean Park / Reach 7. Woods Hole Group and Town staff are in agreement that nourishment in this area should be comprehensive, that is, to include the South End Palm Beach Restoration Project (Reach 8). Since an Environmental Impact Statement (EIS) is to be performed for the Reach 8 beaches south of the Lake Worth Pier before the regulatory agencies will consider permit issuance for beach nourishment, a combined Reach 7 and Reach 8 nourishment cannot be constructed this coming winter. With an expected 18-24 months needed to complete an EIS, Woods Hole Group and Town staff are in agreement that a combined Reach 7 and Reach 8 project should be planned for the winter of 2015 (FY 2016).

To address the eroded condition of the dunes in Reaches 7 and 8, both Woods Hole Group and Town staff recommend that additional offshore sand be pumped into the Mid-Town project area and truck-hauled into Reach 7 (approximately 100,000 cubic yards) and Reach 8 (approximately 50,000 cubic yards). These volumes are nearly doubled what was placed in Reaches 7 and 8 during the Post-Fay interim project constructed in early 2011.

If Town Council would prefer to construct the next Phipps Ocean Park / Reach 7 project without Reach 8, Town staff has received a separate proposal from a consultant to provide regulatory review, development of plans and specifications, bidding support, and construction observation services. A resolution to approve this effort can be provided to Town Council before the June 11, 2013 regular Town Council meeting has adjourned.

With an executed BMA, the Mid-Town project, as well as interim sand placement in Reaches 7 and 8 will be permitted by the State of Florida Department of Environmental Protection (FDEP). The proposal from ATM does include the preparation of Notice to Proceed items that will be required for submittal to FDEP prior to initiating the work. The BMA does not serve as a Federal permit. The U.S. Army Corps of Engineers (USACE) would still need to issue a permit before work may commence. The USACE regulatory office in West Palm Beach has expressed to Town staff a willingness to expeditiously review BMA related projects. The ATM proposal includes the regulatory assistance that will be needed to support the USACE for project review and permit issuance.

If approved by Town Council, Town staff will publicly solicit bids for construction of the work. Upon issuance of the necessary permits, Town staff will return to Town Council for award of a contract to the construction contractor. Town staff will not issue a Notice to Proceed for task 3 of ATM's proposal, for construction observation services, until Town Council has awarded a construction contract.

FUNDING/FISCAL IMPACT

ATM's proposal for regulatory review, development of plans and specifications, bidding support, and construction observation services, totals \$280,989.73. Previous SPB recommended and Town Council approved Coastal Management Program budgets include sufficient funds for this work.

Construction costs for the Mid-Town Beach Nourishment Project, including both the Reach 7 and Reach 8 interim sand placements, a total combined estimated construction cost of \$14.35 million, has been included in the proposed FY 2014 Coastal Management Program budget.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

This proposed resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachment

cc: Jane Struder, Director of Finance
Robert Weber, Coastal Coordinator
Lynda Venne, Purchasing Agent

RESOLUTION NO. 103-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER TO APPLIED TECHNOLOGY & MANAGEMENT, INC., FOR PROFESSIONAL SERVICES RELATED TO REGULATORY REVIEW, DEVELOPMENT OF PLANS AND SPECIFICATIONS, BIDDING SUPPORT, AND CONSTRUCTION OBSERVATIONS FOR MID-TOWN BEACH NOURISHMENT PROJECT IN AN AMOUNT NOT-TO-EXCEED \$280,989.73, AND ESTABLISHING AN ENGINEERING SERVICES BUDGET OF \$320,000 FOR THIS PROJECT.

* * * * *

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order to Applied Technology & Management, Inc. (ATM), in an amount not-to-exceed \$280,989.73 for professional engineering services for the Mid-Town Beach Nourishment Project and establishes a construction administration budget of \$320,000.

Section 2. The Town Manager is hereby authorized and directed to execute this contract on behalf of the Town of Palm Beach for these professional services.

Section 3. The Town Manager, or his designee, is hereby authorized and directed 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 11th day of June 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member



2047 VISTA PARKWAY, SUITE 201

WEST PALM BEACH, FL 33411

(561) 659-0041 FAX 659-3733

WWW.APPLIEDTM.COM

Work Proposal

Town of Palm Beach

Applied Technology & Management

Consulting Services

For

2013 Mid Town Interim Nourishment Project

5/29/2013

This Work Order, when executed, shall be incorporated in and become an integral part of the Agreement for Professional Services between the Town of Palm Beach, Florida (Town), and Applied Technology & Management (ATM), dated July 8, 2009, hereafter referred to as the Agreement.

Project Background

This proposal provides consulting services in support of the bidding, permitting and construction of the proposed 2013 Mid-Town Interim Nourishment Project. This proposal provides engineering, environmental, and construction support to execute this project. Additional environmental support will be provided by Tetra Tech (TT) and Coastal Eco-Group (CEG) as delineated within this proposal and presented within their proposal to ATM dated 5/22/13.

Specific Tasks are delineated within the following Scope of Services:

SCOPE OF SERVICES

Task 1: Project Regulatory Review

It is assumed that the Beach Management Agreement (BMA) process will provide the basis for State regulatory review. As the appropriate State permit vehicle has yet to be determined, this Task has been scoped to accommodate whichever path is deemed most appropriate by the FDEP. It is assumed within this proposal that State and Federal permit and consultation will be required. Additional regulatory review support on the biological aspects of the project will be provided by (TT) as delineated within Task 3 of their 5/22/13 proposal to ATM.

Specific subtasks will include the following:

Task 1.1: FDEP Consultation

The Project Team will conduct a project review meeting with FDEP staff in Tallahassee to review both the project plan and approval process. It is noted that much of the project has been reviewed by the FDEP through the BMA process. ATM will prepare a meeting agenda and project review materials prior to the meeting and will produce meeting notes. Based on the results of this meeting the Project Team will engage with FDEP staff to execute the approval path as defined with the consultation meeting. The Project Team will prepare review and supporting materials as request by the FDEP to facilitate this process.

Task 1.1 Deliverable: A draft submittal for the review meeting will be provided to Town Staff for review and comment. A meeting agenda and minutes will be prepared. Copies of all correspondence and submittals provided to the FDEP will be submitted to the Town for review and comment prior to submittal.

Task 1.2: Erosion Control Line (ECL) Authorization

ATM will support the approval process for extending the existing Erosion Control Line (ECL) both north and south to accommodate the revised Mid-Town fill template. ATM will conduct an Erosion Control Line survey of the two expansion areas consistent with FDEP requirements for ECL surveys. A drawing set of the surveys will be developed for submission to the State. ATM will attend and support the ECL authorization hearing for the extended control line.

Task 1.2 Deliverable: Draft and final drawing sets will be developed. A brief PowerPoint presentation will be prepared in support of the ECL authorization hearing.

Task 1.3: Consultation with USACE

As a Joint Coastal Permit (JCP) application is not anticipated to be required, a formal Federal Dredge and Fill Permit application will be assembled based on the information developed for the FDEP. Upon submittal of the application, the Project Team will schedule and participate in a pre-application meeting. The meeting will be at the USACE's offices in Palm Beach Gardens, FL. ATM will prepare a meeting agenda and present the project design for discussion with USACE. The meeting will identify the critical items and best approach to consultation with the commenting agencies. ATM will continue to coordinate with USACE and provide any requested information needed for subsequent consultations with the commenting agencies. Representation by local NMFS interests at this meeting will be encouraged. If this is not possible a second meeting will be held with NMFS staff.

Task 1.3 Deliverable: A draft submittal for the pre-application meeting will be provided to Town Staff for review and comment. A meeting agenda and minutes will be prepared. Copies of all correspondence and submittals provided to USACE will be submitted to the Town for review and comment prior to submittal.

Task 1.4: Respond to USACE Public Notice Items

In response to the application, the USACE will likely request additional information to complete the Public Notice. ATM will coordinate delivery of this information to the USACE. The USACE will then publish a Public Notice for the proposed project. ATM will review the comments to the Public Notice as provided by USACE and prepare a response to USACE as appropriate.

Task 1.4 Deliverable: A draft response to Public Comments will be provided to Town Staff for review and comment prior to submittal to the USACE.

Task 1.5 – Respond to USACE, NMFS and FWS Requests for Additional Information

It is anticipated that the regulatory agencies (NMFS, USFWS, and USACE) will request additional information during their consultation. ATM will review up to three requests for additional information (RAI's), and prepare a response as appropriate to the additional information requested. ATM will review responses with Town Staff prior to submission.

Task 1.5 Deliverable: Copies of all correspondence and submittals provided to the regulatory agencies will be submitted to the Town for review and comment prior to submittal.

Task 2: Plans, Specifications and Bidding Support

ATM will develop the bid package and provide administration for project bidding. Subtasks include:

Task 2.1 - Plans and Specifications.

ATM will develop a set of plans and specifications sufficient for project bidding. The project volumes will be updated based on the most recent project monitoring surveys. This package will consist primarily of the project plans and technical specifications. These will be incorporated into the Town's general front end (boilerplate) bidding/contract documents. It is assumed that the final bid package will be electronic (PDF).

Task 2.1 Deliverable: A draft copy of the plans and specifications will be prepared for Town Staff review. Up to 10 electronic (CD) copies of the final plans and specifications will be prepared for distribution to potential contractors.

Task 2.2 - Bid Support

ATM will conduct a pre-bid conference with potential bidders and will address questions received from potential bidders. If necessary, ATM will develop amendments to the bid. Upon receipt of bids, ATM will review the submittal packages and provide a recommendation to the Town regarding bid award.

Task 2.2 Deliverable: An agenda and minutes for the pre-bid conference will be prepared. Addendums as appropriate will be prepared. All documentation will be provided to Town Staff in draft form for review and comment prior to finalization.

Task 3: Construction Administration and Observation

ATM will provide project administration and observation to support project conformance with the plans and specifications, project permit and conditions of the construction contract.

Task 3.1: Pre-Construction Conference

ATM will notice and direct a pre-construction conference with relevant parties including regulatory agencies, Town Staff and the project contractor. ATM will prepare a meeting agenda and project overview documents to support meeting execution.

Task 3.1 Deliverable: A draft submittal for the pre-construction conference will be provided to Town Staff for review and comment. A meeting agenda and minutes will be prepared. Copies of all correspondence and submittals provided to the regulatory agencies will be submitted to the Town for review and comment prior to submittal.

Task 3.2: Project Management and Site Inspection (Interim Project Alternative)

ATM will provide engineering construction support services on an as needed basis as required for Project Certification and as directed by the Town. ATM will provide construction observation through daily on-site review of construction progress with the Contractor and Town. On-site visits will be conducted based on construction progress by the Contractor and in consultation with the Town. ATM will observe the construction with regard the Contractor's compliance to the contract plans and specifications and regulatory permit conditions. ATM will notify the Town and construction Contractor of any observed deficiencies. ATM will provide on-site coordination with the Contractor and Town as part of this task. During the construction process ATM will provide administrative support on an as-needed basis including Contractor coordination and review of Contractor invoices. Upon notification from the Contractor of completion of construction, ATM will coordinate a site inspection and develop a punch-list for the Contractor to complete prior to a recommendation for final payment. ATM will coordinate with the Town and Contractor as necessary to address field changes, payment requests, punch list completion, and permit-required submittals to the regulatory agencies.

ATM senior staff will attend a weekly project update and coordination meeting with the Town and Contractor. Regular observations will be conducted by local ATM staff within experience in beach construction.

This task is based on the assumption of an approximate 45-day construction timeline with a total daily time commitment on the order of ten hours by key observation staff. Additional senior support is included in addition to this effort.

Task 3.2 Deliverables:

- 1) A Daily observation report will be prepared by the on-site construction representative. This will be submitted to the Town electronically within 24 hours of the observations.
- 2) ATM will provide brief summary reports of project progress to the Town on a weekly basis. Additional documents will be prepared and submitted to the Town as appropriate during construction.
- 3) ATM will provide the Town with copies of permit-required regulatory agency submittals.
- 4) ATM will provide the Town with a recommendation for payment associated with Contractor invoice submittals.

Task 3.3: Optional Project Management and Site Inspection (Full Project Alternative)

ATM will provide additional engineering construction support services as directed by Town Staff to accommodate the construction of the full Mid-Town project Template. This effort will be an extension of the effort as defined in Task 3.2 to accommodate the full project construction.

This task is based on the assumption of an additional 60 days to the construction timeline with a total daily time commitment on the order of ten hours by key observation staff. Additional senior support is included in addition to this effort.

Task 3.3 Deliverables: Task deliverables will be the same as those delineated within Task 3.2.

Task 3.4: Optional Project Management and Site Inspection (Reach 8 and Phipps Truck Haul Alternative)

ATM will provide additional engineering construction support services as directed by Town Staff to accommodate the construction of a Reach 8 and Phipps Truck Haul Alternative project utilizing sand from the Mid-Town dredge operations. This effort will be an extension of the effort as defined in Task 3.2 to accommodate the alternative project construction. It is assumed that an additional inspector will be required to observe the additional construction efforts which will occur in parallel with Mid-Town Construction. Effort under this task will be limited to construction support only and is not inclusive of permitting or design tasks associated with the Reach 8 or Phipps projects.

This task is based on the assumption of a 75 day construction timeline occurring in parallel with the Mid-Town construction with a total daily time commitment on the order of ten hours by additional key observation staff. Additional senior support is included in addition to this effort.

Task 3.4 Deliverables: Task deliverables will be the same as those delineated within Task 3.2.

FEES

A summary of project Fees by Task is provided in Table 1 below. *Invoicing shall be on a time and materials basis not to exceed the total task budget outlined herein consistent with the existing master services agreement rates and conditions.*

TABLE 1
Proposal Fees by Task

Task	Description	Total Labor	Sub-Consultant*	Direct Expenses	Total Task Budget
1	Regulatory Review	\$24,811.73	\$24,811.73	\$1,738.20	\$63,459.91
2	Plans, Specifications and Bidding Support	\$18,277.00	\$0	\$365,54	\$18,642.54
3	Construction Administration and Observation	\$194,987.53	\$0	\$3,899.75	\$198,887.28
TOTAL		\$250,174.51	\$24,811.73	\$5,596.33	\$280,989.73

*Tetra-Tech Inc.

SCHEDULE

ATM can initiate services immediately upon receipt of Notice to Proceed (NTP). It is noted that execution of this Scope of Services is contingent on receipt of information and Agency action provided by others. The following schedule is assumed.

TASK	ESTIMATED COMPLETION
Task 1: Regulatory Review	180 days from NTP
Task 2: Plans, Specifications & Bidding	210 days from NTP
Task 3: Construction Administration & Observation	May 1 st , 2014

ATM cannot guarantee, promise or make any claims regarding the issuance of regulatory permits. Additional RAIs beyond those assumed within this proposal may be issued by the regulatory and commenting agencies and, if so, will require additional effort beyond this Work Proposal.

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Regular Agenda - New Business

Agenda Title

RESOLUTION NO. 106-2013 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in an Amount Not-to-Exceed \$78,248 to Applied Technology and Management, Inc., for Town-Wide 2013 Annual Physical Surveys, and Establishing a Physical Monitoring Budget of \$86,000.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated May 23, 2013, from H. Paul Brazil, P.E., Director of Public Works
- Resolution No. 106-2013
- ATM Proposal
- Sea Diversified Proposal

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Approving a Purchase Order for Annual Physical Surveys for 2013
Resolution No. 106-2013

Date: May 23, 2013

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 106-2013 approving a purchase order to Applied Technology & Management, Inc. (ATM), in an amount not-to-exceed \$78,248 and establishing a project budget of \$86,000 to complete the Town-wide annual physical surveys.

GENERAL INFORMATION

Physical monitoring of the Town's beaches is essential for coastal management. Physical monitoring provides engineers and regulators the necessary information to track the performance of previously constructed coastal projects and to design permissible storm protection and erosion control projects in the future.

The physical monitoring procedure includes surveying both above the water (topographic) and below the water (bathymetric). Each year, the Town performs surveys starting from a given point on land with a known horizontal position and vertical elevation established by the FDEP. Horizontal and vertical data is collected from this given point, perpendicular to shore, out to a specific depth offshore. Using the data, a cross section of each beach profile can be drawn which follows the movement of sand within the profile.

Due to the time passed since the previous sand placement efforts in Mid-Town, Phipps Ocean Park/Reach 7, and Reach 8, the Town is not currently required to provide FDEP with post-construction engineering reports based upon the annual beach profile survey data. However, the Beach Management Agreement (BMA) does include monitoring obligations which will again require engineering reports to be submitted to FDEP on an annual basis.

For the past six (6) annual events, the Town has tasked an engineering consultant to provide a Town-wide analysis of the beach profiles, comparing the newly collected data with the previously collected data. A report is provided to the Town which includes all the Town's beach profiles. This "Sediment Budget" report assists the Town with keeping track of the sand currently within the coastal system of the Town limits. In order to accomplish this task, surveys are to be

conducted Town-wide, beyond the scope of project-specific permitting requirements. The scope of work prepared by both ATM and Sea Diversified, Inc. (SDI) is sufficient to complete the field work and the data reporting to prepare the annual “Sediment Budget” report.

Woods Hole Group’s draft report and recommendations for the Town’s Long Term Coastal Management Program suggested modifications and supplemental additions to the annual “Sediment Budget” report. These suggested modifications and additions will be included in Woods Hole Group’s final report to be presented to Town Council on June 11, 2013. An annual Town-wide “Sediment Budget” report scope of work, based on both the BMA requirements and the Woods Hole Group recommendations, will be developed and provided to Town Council at a future meeting for consideration and approval.

FUNDING/FISCAL IMPACT

ATM’s proposal for 2013 physical surveying tasks, including field data collection, reporting, and aerial photography reports, totals \$78,248. The cost proposal for the 2013 services matches the cost for the applicable tasks from the 2011 and 2012 services.

The FY 2013 SPB recommended and Town Council approved Coastal Management Program budget includes sufficient funds for this work.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

This proposed resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachment

cc: Jane Struder, Director of Finance
Robert Weber, Coastal Coordinator
Lynda Venne, Purchasing Agent

RESOLUTION NO. 106-2013

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER IN AN AMOUNT NOT-TO-EXCEED \$78,248 TO APPLIED TECHNOLOGY & MANAGEMENT, INC., FOR TOWN-WIDE 2013 ANNUAL PHYSICAL SURVEYS, AND ESTABLISHING A PHYSICAL MONITORING BUDGET OF \$86,000.

* * * * *

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order to Applied Technology & Management, Inc. (ATM), in an amount not-to-exceed \$78,248 for Town-wide 2013 annual physical surveys, and establishes a physical monitoring budget of \$86,000.

Section 2. The Town Manager is hereby authorized and directed to execute this contract on behalf of the Town of Palm Beach for these professional services.

Section 3. The Town Manager, or his designee, is hereby authorized and directed 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 11th day of June 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member



2047 Vista Parkway, Suite 201
WEST PALM BEACH, FL 33411
(561) 659-0041 FAX 659-3733
WWW.APPLIEDTM.COM

May 23, 2013

Rob Weber
Coastal Coordinator
Public Works Department
P.O. Box 2029
Palm Beach, FL 33480-2029

**RE: 2013 Town Wide Annual Beach Physical Monitoring
Project Proposal**

Dear Mr. Weber:

Please find attached our proposal for the above referenced project. This effort will be conducted with primary support provided by SEA Diversified, Inc. and Aerial Photography by ACA, Inc. Their proposal is provided as an attachment to this letter in addition to ATM's cost summary.

This Work Order, when executed, shall be incorporated in and become an integral part of the Agreement for professional services between the Town of Palm Beach (TOWN), Florida and Applied Technology & Management (CONSULTANT), dated July 8, 2009, hereafter referred to as the Agreement.

Introduction

At the request of the TOWN, the CONSULTANT shall provide general coastal surveying services to support 2013 Town-wide physical monitoring efforts. The physical monitoring field surveys will be conducted by a sub-contractor (SDI) in close coordination with the CONSULTANT under a separate (attached) Scope. This proposal specifically excludes data analysis and reporting tasks which may be completed under a separate scope at the request of the Town.

This effort will be conducted on a Time and Materials Not to Exceed Basis at rates consistent with the CONSULTANT's General Services Agreement with the TOWN.

Scope of Services

The following is a description of the Scope of Services to be provided under this Work Proposal. The CONSULTANT shall provide the following services:

Task 1 – Profile Surveys and Aerial Photography

Town-Wide beach profile surveys and aerial photography will be collected as defined within the proposal letter from Sea Diversified dated May 20, 2013 (included in whole by reference). ATM will coordinate survey execution and provide QA/QC of all survey data prior to submission to the Town.

Task 1 Deliverable: ATM will submit task deliverables to the Town as defined within the proposal letter from Sea Diversified dated May 20, 2013.

Compensation

This effort will be conducted on a Time and Materials Not to Exceed Basis for a total cost of \$78,248. Task costs are summarized below and a detailed cost breakdown is provided as an attachment.

COST BREAKDOWN BY TASK

TASK	ATM (labor and expenses)	SDI (sub-consultant)	TOTAL
Task 1. Physical Monitoring Surveys	\$1,268	\$38,480	\$39,748
Task 2. Aerial Photography	\$0	\$38,500	\$38,500
TOTAL	\$1,268	\$76,980	\$78,248

Project Schedule

Physical monitoring surveys will be conducted (weather permitting) within the August timeframe or as directed by Town Staff.

Should you have any questions regarding this proposal, please feel free to contact me at your convenience.

Sincerely,

Applied Technology & Management, Inc.

A handwritten signature in dark ink, appearing to read 'Michael G. Jenkins', with a stylized flourish at the end.

Michael G. Jenkins, Ph.D., P.E.
Coastal Engineering Team Leader

cc: Bill Sadler, PE, PSM (SDI)



SEA Diversified, Inc.
21 NW 2nd Street
Delray Beach, Florida 33444
Phone: 561-243-4920
Facsimile: 561-243-4957

1900 S. Harbor City Blvd., #110
Melbourne, Florida 32901
Phone: 321-984-7268
Facsimile: 321-984-7270

May 20, 2013

Forwarded via Electronic Mail May 20, 2013

Michael G. Jenkins, Ph.D., P.E.
Coastal Engineering Team Leader
Applied Technology & Management, Inc.
2047 Vista Parkway, Suite 201
West Palm Beach, Florida 33411

**Re: Proposal / Agreement for Professional Services
2013 Physical Monitoring Survey – Onshore / Offshore Profiles
Aerial Photography Acquisition
Town of Palm Beach, Florida
Sea Diversified P.N. 13-2062**

Dear Dr. Jenkins:

In accordance with your request, Sea Diversified, Inc. (SDI) is pleased to submit the following proposal for professional services. The scope of work shall be similar to the survey conducted by SDI in 2012 and will encompass onshore / offshore profile surveys extending from FDEP Range Monument R-73 to R-135 including intermediate profiles at R-73.5, R-74.5, R-76.5 and R-77.5. The total number of profiles shall be sixty-seven (67).

Additionally, aerial photography shall be acquired concurrently with the profile surveys. Aerial photogrammetric services shall be provided by Aerial Cartographics of America, Inc. (ACA) under subcontract to SDI. Beach and offshore profile surveys and the aerial photography acquisition shall be in accordance with the Monitoring Standards for Beach Erosion Control Projects prepared by the Department of Environmental Protection (FDEP), Bureau of Beaches and Coastal Systems (BBCS), dated March 2004 (Specifications). Details of the scope of work are as follows:

Similar to our proposal of last year, we have included a fee schedule for conducting before and after storm profile surveys. The specific reaches included in this scope of work include the Phipps Park reach from R-116 to R-135 (20 profiles) and the Mid-Town reach from R-90 to R-102 (13 profiles). Cost shall be provided for onshore profiles (wading depth), as well as the additional cost to extend the profiles offshore using a vessel equipped with automated hydrographic data collection system.

Survey Schedule:

Onshore / offshore profile surveys shall be conducted during the month of August, 2013. Subsequent six (6) month surveys shall be conducted on as needed basis at the specific direction of the Town. Aerial photography acquisition shall be conducted twice a year, with one event coinciding with the August profile surveys and the other six (6) months, thereafter. Profile surveys and aerial photography acquisition shall be conducted in accordance with the relevant project permits. This proposal shall specifically cover the onshore / offshore profile survey and aerial mapping event in August 2013 and the subsequent six (6) month aerial mapping event in February of 2014.

General:

Sea Diversified, Inc. shall provide supervision, field / office support staff and equipment to perform the scope of work described, herewith. All work shall be conducted to the highest level of industry standards



and under the responsible charge of a Professional Surveyor and Mapper registered in the State of Florida. All work shall meet or exceed the Minimal Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Horizontal and Vertical Data:

Horizontal Data: Feet, relative to the Florida State Plane Coordinate System, East Zone, North American Datum (NAD), 83/90
Vertical Datum: Feet, relative to the North American Vertical Datum, (NAVD) of 1988.

Task One: Onshore / Offshore Profile Surveys:

Horizontal / Vertical Control Verification

In accordance with the Specifications, SDI will verify the horizontal and vertical position of all found and used monuments for the survey. Horizontal and vertical positions will be verified via Real-Time Kinematic GPS procedures. In the event vertical obstructions prohibit the use of GPS, conventional methodologies will be employed. It is understood that the BBSC will provide SDI with a data file (ASCII format) describing the horizontal and vertical location of all reference monuments for the survey.

Temporary control points (TBM's) will be set in the event a monument cannot be readily found. As practical, the TBM will be set at the reference monument location. If the specified location is not practical, the TBM will be set at a more suitable location either landward or seaward along the specified profile azimuth. TBM's will be established in accordance with the Specifications. The BBSC shall be notified of any missing monuments and shall be provided with the horizontal and vertical position of all TBM's.

Onshore Profile Data Collection - Topographic

Onshore profile data collection shall extend from FDEP range monuments R-73 to R-135 including intermediate profiles at R-73.5, R-74.5, R-76.5 and R-77.5. It is noted that profile data collection at R-76 may be offset immediately south and parallel of the south jetty of Lake Worth Inlet. In accordance the Specifications, data collection shall extend seaward to approximate wading depth or as required to overlap the offshore profile data a minimum distance of fifty (50) feet. Data collection shall extend upland to the profile monument or approximately 150 feet landward of the vegetation line, whichever is most landward.

In the event there is a physical barrier on line between the beach and the monument, every reasonable attempt shall be made to extend the survey beyond the barrier to the reference monument position. It is understood that certain physical barriers may be considered impassible such as large buildings, private residences with difficult access, waterbodies, mangroves or other heavy vegetation requiring line clearing. At the discretion of the surveyor, data collection will be terminated at the first physical barrier if deemed impassible using practical means of extending the survey landward. Profiles terminated due to impassible barriers will be noted in the field books.

Profile data will be collected using either conventional differential leveling or Real-time Kinematic Differential Global Positioning techniques. Accuracy levels shall be in accordance with the Specifications. Data points will be collected at a maximum interval of twenty-five (25) feet and at all grade breaks (exceeding six inches) and material changes along the profile. In the event the FDEP monument is located more than 300 feet landward of the vegetation line, data points shall be extended to one hundred (100) foot intervals from two hundred (200) feet landward of the approximate vegetation line to the monument location.



The reference monument shall be recorded as range 0.0 along the profile with positive ranges extending seaward of the monument and negative ranges extending landward of the monument.

Offshore Profile Data Collection - Bathymetric

Bathymetric profile data shall be collected as close to high tide as practical and shall extend landward to a depth that overlaps the onshore portion of the survey. Bathymetric profile data collection shall extend offshore a minimum distance of 3000 feet from the shoreline or to -30 feet (NAVD), whichever point is reached first. Bathymetric data collection shall occur as close to the time of the onshore topographic survey as practical, which shall not exceed seven (7) days of time difference between the two (2) survey events. Maximum wave height during the course of bathymetric data collection shall be three (3) feet.

Bathymetric data shall be collected using an automated hydrographic system comprised of a survey launch equipped with a marine grade sounder, differential global positioning system and computer-based navigation / data collection system. The sounder shall be calibrated via bar checks prior to the start of the survey. Real-Time Kinematic (RTK) GPS shall be utilized to account for tidal variations and sea conditions during the course of data collection. Additionally, prior to the start of the survey a tide staff or gauge will be established in proximity to the project for recording water levels during the course of the data collection activities. The tide staff or gauge will be set relative to published control in the vicinity of the project.

Digital Ground Photography

During the course of field data collection, digital photographs shall be taken at approximate mid-beach along each profile line. Three (3) photographs shall be captured, one each shore-parallel north and south of the profile and one towards the monument location. An additional photograph of the monument or TBM shall be taken with sufficient clarity to read the monument stamping. Digital images shall be provided to the BBCS on CD or DVD media in .jpg format at a minimum 640 x 480 resolution.

Data Processing and Final Deliverables

Upon completion of field survey activities, data will be edited and reduced to the project datum and translated to an x,y,z, ASCII format for submittal to the BBCS. In addition, and in accordance with the Specifications, the following deliverables will be provided:

1. Survey report / monument control report certified by a Professional Surveyor and Mapper.
2. Copies of field books and data collection files, as applicable. (hardcopy and PDF format)
3. Description of all monuments and TBM's used for the survey, including identification, stamping, coordinates, elevations and profile azimuths. Control description shall be provided in both hardcopy and digital formats (ASCII and Excel)
4. Final profile data in ASCII x,y,z format and FDEP distance / depth format with associated header records
5. ASCII raw data file
6. Digital photographs in .jpg format with appropriate labeling
7. Plan / profile charts in AutoCAD .dwg format
8. Plan / profile charts in hardcopy format (24"x 36")
9. Metadata files
10. Survey Report



Fee Schedule:

Total lump sum fee for Task One, Onshore / Offshore Profile Survey (August 2013 Event) including field data collection, data processing and preparation of final deliverables shall be \$38,480.00.

Task Two: Aerial Photography

Aerial photography shall be acquired by ACA from R-73 to R-134 plus five hundred (500) feet past monuments. The scope of work shall be consistent with prior aerial survey conducted by ACA in the fall of 2012 and Spring of 2013. Work shall be done in accordance with Section 02100 Environmental Aerial Acquisition Specifications included as part of the Monitoring Standards for Beach Erosion Control Projects prepared by the Department of Environmental Protection (FDEP), Bureau of Beaches and Coastal Systems (BBCS), dated March 2004 (Specifications). Flight dates shall follow the schedule for the profile surveys by SDI, which shall commence in August of 2013 and continue at intervals of six (6) months thereafter until 2014. This proposal shall cover (2) aerial mapping events, August 2013 and the subsequent six (6) month flight in the Spring of 2014.

The scope of work shall be as follows:

Flight

After authorization to fly by SDI, ACA will accomplish the 1"=660' scale color aerial flight utilizing a precision aerial camera to obtain negatives suitable for the preparation of raster imagery per your specifications. Fresh AGFA x 100 film will be used on this project.

Photo Lab

Process the aerial negatives and prepare one (1) complete set of 9" x 9" contact prints.

Control Targets

SDI will provide ground control support and control information to ACA as required for the project. Two (2) GPS base stations will be established collecting one second data on ground control points during aerial flight in accordance with the Specifications.

Analytical Triangulation

ACA will triangulate the color aerial photography to expand the horizontal control to each corner of the image file. This process is a cost effective alternative to targeting each image corner. A report will be furnished.

Raster Imagery

ACA will scan the color film diapositives at a 21-micron scan rate. Photogrammetric software will be used to geo-reference the raster imagery. Imagery will be supplied in AutoCAD DWG, format and TIFF / TFW on CD-ROM disks with a 0.4' foot pixel resolution. Imagery will also be provided in a compressed .jpeg format by ACA.

Accuracies

The raster image files will meet or exceed an accuracy of one half of one percent of the distance measured along the controlled alignment.



Raster Plotting

Upon receipt of sheet layout specifications, ACA will utilize the color raster image files to prepare the raster image plots with R monuments superimposed.

Deliverables Per Flight Date:

1. One (1) set of 9" x 9" color stereoscopic photographs, including flight, film and analytical triangulation.
2. One (1) set of 1" = 100' scale color raster image files as specified above.
3. One (1) set of 1" = 100' scale color 24" x 36" color plots.
4. Reports and Metadata files.
5. File compression.

Fee Schedule:

Total lump sum fee for Task Two, Aerial Photography including field data collection, data processing and preparation of final deliverables shall be as follows:

▪ August 2013 Flight:	\$ 19,250.00
▪ Spring of 2014 Flight:	\$ 19,250.00
Total:	\$ 38,500.00

Note: Additional cost for ground control shall be provided by SDI, as required, based on a rate of \$1,280.00 per day for a 2-person GPS survey crew.

Task Three: Before and After Storm Profile Surveys

As required, SDI shall mobilize promptly to acquire before and / or after storm profile data to document beach and nearshore changes that may have occurred as a result of the passing storm event. The two (2) areas of interest include the Phipps Park reach from R-116 to R-135 (20 profiles) and the Mid-Town reach from R-90 to R-102 (13 profiles). Storm event surveys shall encompass onshore profile data collection, or wading depth profiles, following the scope and protocol described above for the monitoring surveys. The wading depth profiles shall, at a minimum, extend to approximately one (1) foot below Mean Low Water (MLW), as per the aforementioned Specifications prepared by the BBCS. In the event the Town desires to extend the data collection effort further offshore to capture the nearshore region of the profile, the scope and protocol for the activity shall be consistent with that described above for the monitoring survey events.

Fee Schedule:

Total fees for Task Three survey efforts shall be as follows:

▪ Phipps Park: R-116 to R-135 (20 profiles)	
Onshore (wading depth) profiles only:	\$ 7,920.00 per survey event
Onshore / Offshore profiles:	\$ 11,400.00 per survey event
▪ Mid-Town Area: R-90 to R-102 (13 profiles)	
Onshore (wading depth) profiles only:	\$ 7,200.00 per survey event
Onshore / Offshore profiles:	\$ 9,920.00 per survey event

Note:

Cost for additional profiles (intermediate) while mobilized onsite during before or after storm survey events shall be \$350.00 / profile for onshore (wading depth) profiles only and \$550.00 / profile for combined onshore / offshore profiles.



**Proposal / Agreement for Professional Services
2013 Physical Monitoring Survey – Onshore / Offshore Profiles
Aerial Photography Acquisition
Town of Palm Beach, Florida
Sea Diversified P.N. 13-2082
May 20, 2013
Page 6 of 6**

Should you have questions or require additional information please do not hesitate to contact us at your convenience. We appreciate this opportunity to assist you with this project and look forward to hearing from you soon.

Sincerely,

A handwritten signature in black ink, appearing to be "W. T. Sadler Jr.", written over a light blue horizontal line.

William T. Sadler Jr., P.E., P.S.M.

WTS/dq

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Regular Agenda - New Business

Agenda Title

Town's Official Comments on Environmental Impact Statement for the Deepening and Widening of Lake Worth Inlet.

Presenter

Peter B. Elwell, Town Manager

Supporting Documents

- Memorandum dated June 4, 2013, from Peter B. Elwell, Town Manager
- Letter dated June 3, 2013, from Peter B. Elwell, Town Manager, to USACE

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

From: Peter B. Elwell, Town Manager

Re: Official Comments of the Town of Palm Beach on the Lake Worth Inlet, Palm Beach Harbor, Draft Feasibility Report and Environmental Impact Statement

Date: June 4, 2013

STAFF RECOMMENDATION

Staff requests that the Town Council either affirm the Town's official comments regarding the above referenced matter or provide direction to staff regarding the submittal of supplemental official comments from the Town.

GENERAL INFORMATION

Attached is my letter dated June 3, 2013, to the United States Army Corps of Engineers (USACE) submitting the Town's official comments regarding the above referenced matter.

If the Mayor or any Town Council member believes the Town should provide supplemental comments, please plan to recommend such additional comments for consideration by the full Town Council at the June 11, 2013, Town Council meeting

Attachment

PBE:cek

cc: H. Paul Brazil, Director of Public Works
Robert K. Weber, Coastal Coordinator



TOWN OF PALM BEACH

Office of the Town Manager

June 3, 2013

Ms. Angela Dunn
United States Army Corps of Engineers
Planning Division, Environmental Branch
701 San Marco Boulevard
Jacksonville, Florida 32207-8175

Transmitted via FedEx and email at: Angela.E.Dunn@usace.army.mil

RE: OFFICIAL COMMENTS OF THE TOWN OF PALM BEACH ON THE LAKE WORTH INLET, PALM BEACH HARBOR, DRAFT FEASIBILITY REPORT AND ENVIRONMENTAL IMPACT STATEMENT

Dear Ms. Dunn:

The Town of Palm Beach (Town) is concerned about the potential impacts to adjacent properties and residents' quality of life that would be caused by construction of the proposed expansion of the Port of Palm Beach. To ensure that our official comments would be substantive, constructive, and technically sound, the Town retained Coastal Systems International, Inc. (CSI) to perform a detailed review of the draft environmental impact statement. The results of that review are enclosed. Please accept this letter and the enclosed report from CSI as the Town's preliminary official comments on this matter. If the Town Council directs any supplemental comments at its June 11 meeting, we will provide those supplemental comments to you by June 14.

The Town's primary concerns are as follows:

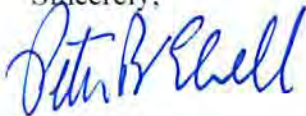
- The US Army Corps of Engineers (USACE) should pursue expansion of the currently authorized beach disposal area further to the south, as well as placement of beach compatible dredge material on either Mid-Town or Phipps Ocean Park/Reach 7 beaches whenever USACE and the Town may agree that such alternative disposal is desirable.
- We understand that the project may result in less frequent need for future maintenance dredging. We believe this may render upland properties south of the project more vulnerable to storm damage as the beach narrows between maintenance events due to the downdrift impacts caused by the Lake Worth Inlet. The Town requests that the effect of the proposed design of the initial placement and frequency of maintenance events be carefully evaluated and optimized relative to downdrift beach conditions over time. The Town also requests that

beach conditions be monitored with establishment of a minimum beach profile condition that would trigger an additional maintenance event to ensure adequate continuous health of the downdrift beaches.

- The available geotechnical data does not seem to support the need for blasting as a construction method. In the absence of a comprehensive geotechnical survey and analysis, the Town is opposed to the use of blasting to construct the project. Although we understand that confined blasting has been identified as the least impactful option to dredge hard rock, Town residents still have concerns regarding the potential for damage to public and private property from such blasting. If sufficient geotechnical information is provided in the future that justifies the need for blasting to construct the project, the Town recommends that USACE include stringent specifications for noise and vibration monitoring limits in the project specifications (such as the Florida Department of Transportation standard).
- Although USACE modeling concluded that the elevation of water level within Lake Worth Lagoon will only increase in elevation by 0.1 meter after a storm event, we remain concerned about the potential for increased storm surge and hurricane impacts. Please present the calibration and background data associated with the USACE modeling so the Town can further evaluate USACE's determination with respect to potential flooding.
- The Town is concerned that larger vessels may throw larger wakes with the potential of causing damage to privately owned seawalls/bulkheads or otherwise causing erosion of private property. We urge USACE to carefully review its engineering analysis in this regard and/or to ensure its economic analysis accounts for this increased liability.
- The Town urges USACE to obtain an independent peer review of the economic analysis for this project to ensure the assumptions are sound and the conclusions (particularly related to job growth and positive cost/benefit ratio) are valid.
- The Town recommends that USACE identify a staging area that will be used for construction of this project, future maintenance projects, and other projects in the region. The staging area should be located as far as possible from any residential development, while avoiding impacts to submerged aquatic resources.

We appreciate the opportunity to submit our concerns and comments for the record and look forward to reviewing the additional information requested.

Sincerely,



Peter B. Elwell
Town Manager

PBE:cek
Enclosure

cc: Mayor and Town Council
H. Paul Brazil, Director of Public Works
Robert Weber, Coastal Coordinator



COASTAL SYSTEMS INTERNATIONAL, INC.
Palm Beach Office
2047 Vista Parkway, Suite 101 • West Palm Beach, Florida 33411
Tel: 561-640-1003 • Fax: 561-640-1009
www.coastalsystemsint.com

275611.04

May 31, 2013

Mr. Paul Brazil
TOWN OF PALM BEACH
951 Old Okeechobee Road
West Palm Beach, Florida 33480

RE: COMMENTS IN RESPONSE TO THE TOWN OF PALM BEACH COMPREHENSIVE REVIEW OF THE LAKE WORTH INLET, PALM BEACH HARBOR, DRAFT FEASIBILITY REPORT AND ENVIRONMENTAL IMPACT STATEMENT, TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

Dear Mr. Brazil:

Pursuant to the Town of Palm Beach's (Town) request, Coastal Systems International, Inc. (Coastal Systems) conducted a comprehensive review of the Lake Worth Inlet Draft Integrated Feasibility Report and Environmental Impact Statement (DEIS), including all Appendices, to address the Town's interests and concerns regarding the technical content of the document. This document presents a summary of Coastal Systems' findings, comments, and concerns regarding the DEIS.

Draft Environmental Impact Statement

General Comments

1. The project is anticipated to reduce the frequency of required dredging [Operation and Maintenance (O&M)] with placement of beach compatible dredged material on the downdrift beaches. Town residents are concerned that less frequent maintenance events may render upland properties more vulnerable to storm damage as the beach narrows between events. More frequent bypass events that more closely mimic natural littoral drift, whether through O&M or Sand Transfer Plant operations, provide a more continuous source of sand to support the Town's beaches. The effect of the proposed design of the initial placement and frequency of maintenance events should be carefully evaluated and optimized relative to downdrift beach conditions over time. Beach conditions should be monitored with establishment of a minimum beach profile condition threshold that would trigger an additional maintenance event to ensure adequate continuous health of the downdrift beaches.
2. The U.S. Army Corps of Engineers (Corps) should consider an expansion of the currently authorized beach and nearshore disposal areas south of the inlet, as well as placement on Midtown beach and Phipps beach once the expanded disposal area is filled to capacity.

3. The available geotechnical data does not seem to support the need for blasting as a construction methodology. In the absence of a comprehensive geotechnical survey and analysis, the Town is opposed to the use of blasting to construct the project. Although we understand that confined blasting has been identified as the least impactful option to dredge hard rock, Town residents still have concerns regarding the potential for damage to public and private property from blasting in such close proximity to the Town. If sufficient geotechnical information is provided that justifies the need for blasting to construct the project, the Town recommends that the Corps include the DOT specifications for noise and vibration in the project specifications.
4. Although the Town understands that modeling demonstrates that the elevation within Lake Worth Lagoon will only increase by 0.1 meter, Town residents are still very concerned with potential increased storm surge and hurricane impacts. Please present the calibration and background data associated with the Corps modeling so the Town can further evaluate the Corps determination with respect to flooding.
5. We recommend that the Corps identify a staging area that will be used for construction of this project, future maintenance projects, and other projects in the region. The staging area should be located as far as possible from residential development, while avoiding impacts to submerged aquatic resources.
6. We are pleased to see that the DEIS and the Appendices, in several places, recognize the importance of placing as much suitable material as possible on the downdrift beach to mitigate for the inlet impacts on littoral processes and sand bypassing. That being said, the Town would like to understand whether any additional material could be placed on the downdrift beaches if it were appropriately sorted to remove larger rock and rubble. Additionally, please clarify whether the terms “suitable material” and “unsuitable material” used throughout the document include the potential for processing unsuitable material so that it can be made suitable for placement onshore or in the nearshore.
7. The Town requests that all beach quality material be placed on the downdrift beaches (above and/or below MHW) to mitigate inlet effects and is opposed to the use of any potentially beach compatible material to fill dredge holes to mitigate ecological impacts associated with this project.
8. We recommend conducting an assessment to ensure that the existing anchorage can accommodate the increased size of vessels, fully loaded, that this project will be targeting. We assume that it will take longer to unload larger fully loaded vessels than it currently takes to unload the vessels calling the Port.
9. We understand that the U.S. Army Corps of Engineers (Corps) prepared this particular DEIS using a new format that involves providing the majority of the technical information in the

Appendices rather than within the main text of the document. However, we suggest that summaries of pertinent information within the Appendices be included within the main text of the main National Environmental Policy Act (NEPA) document. Many portions of the document provide a brief summary of what the section is supposed to present pursuant to NEPA and then only a sentence or two specific to the Project with a reference to the appropriate Appendix.

10. Figures ES-2, ES-3, and ES-4, as well as the Figures labeled Chapter 2, Chapter 3, and Chapter 4 at the end of the DEIS have words missing or are illegible. There are words in black text over the aerial that are not legible and there is text in the middle of the channel that is cut off and cannot be read. Please revise the figures to ensure that all information is conveyed.
11. Several places in the document refer to the Biological Assessment provided to the National Marine Fisheries Service (NMFS) that can be found in Appendix E, Pertinent Correspondence (e.g. pages 2-30, 2-31, 5-10, 6-2). There are two Biological Assessments, one provided to the NMFS and one to the U.S. Fish & Wildlife Service (FWS), both located within Appendix D, Section 404(b) Evaluation. No Biological Assessments were contained in Appendix E, Pertinent Correspondence.
12. A comprehensive table of contents that references all sections and subsections, as well as their corresponding pages, would be a very useful reference.
13. The DEIS contains numerous typographical and grammatical errors and would benefit from being proofread prior to finalization.

1.0 Introduction

Study Background

This section states that the port is positioned well for growth, but there is no discussion regarding the growth of other ports in the vicinity that are being expanded to accommodate post-Panamax vessels. Will this port require future expansion to accommodate post-Panamax vessels in order to remain viable?

Purpose of this Report

1. This section states that “Based on modern vessel sizes, the port is operating with insufficient channel width and depth.” It is not clear what is meant by “modern vessel sizes”. The graphics presented in the executive summary indicate that the port was designed for “sub Panamax” vessels and the current proposal is to accommodate “Panamax” vessels.
2. Chapter 1.0 lists several related documents, as well as documents referenced in the DEIS. Additional documentation, including but not limited to, the Florida Department of Environmental Protection (DEP) Strategic Management Plan, Approved Inlet Management

Plan, and previous studies relative to inlet management should also be referenced in this section.

2.0 Existing/Future Conditions Lake Worth Inlet

1. The Port of Palm Beach Trade Routes Map should be enlarged for clearer reference.
2. For all “No Action Alternatives” the DEIS should state “Maintenance dredging would continue to occur.” Section 2.5.15 “Public Safety-Future Without Project Conditions” accurately states this but the “No Action Alternatives” for many other categories evaluated herein do not.

2.1 General Setting

1. This section states that “High shoaling rates are a recurring problem in Palm Beach Harbor and lead to frequent maintenance dredging events to maintain navigable depths.” As “frequent” implies several times a year, please refer to “unplanned” maintenance dredging events instead.
2. This section states “The sand transfer plant slurries the accumulated sand material with sea water, and passes it under the inlet through a pipeline.” This section should reference the volume of sand bypassed by the sand transfer plant, as well as that bypassed by Corps O&M dredging, on an annualized average, as well as indicate that the sand transfer plant operates year round. These volumes are appropriate to reference in this DEIS as the document is evaluating the need for reduction in O&M frequency.

2.2.1 Overview – Commodities

1. This section states “Figure 2-2 depicts the major bulk commodity tonnages for the period 1996-2008 that are associated with the deepest draft vessels calling the port.” There should be a discussion of the fact that historically the port was called on by sub-Panamax vessels and currently the port is being called on by light loaded Panamax vessels. This is pertinent to the understanding of the project purpose and need.
2. Figure 2-2 does not indicate that the project is warranted based on an assumption that vessel calls will increase to 2007 levels, without a concurrent discussion of the assumption that some commodities will be imported/exported in the future through ports that are expanding to accommodate post-Panamax vessels. Additional information should be added to support project need.
3. Figure 2-3 is labeled “Port of Palm Beach Future Commodity Growth Projections (2009-2067)”; however, it depicts 2017-2067 and does not include 2009-2017.

2.2.2 Overview – Fleet

To provide a fair comparison, all tables should reference the same date range. The tables listed in this section vary considerably: Table 2-1 (2007-2009), Figure 2-4 (1996-2010), Table 2-5 (2004-2010). To the extent that data is available, the date ranges should be made consistent.

2.2.3 Major Commodities

Cement and Asphalt - Existing Conditions: Commodity and Fleet

The DEIS attempts to justify project need through anticipated use of a currently idle facility. The section states “The facility is now idle but ready to return to service. This indicates that as soon as demand for cement rises, imports of cement will resume at normal rates, and should increase into the future along with the demand for new construction.” Many of the assumptions in this section are based upon assumptions for growth, albeit conservative, that do not clearly support project need. Is more recent data now available regarding increase in demand for cement, based on recent increase in demand for new construction in South Florida?

Future Without-Project Conditions (No Action Alternative): Commodity and Fleet

1. This section states “Commodity: Nationwide, unadjusted growth in expenditures for residential construction remains slow but constant over the next 30 years after an expected rebound from recession levels (HIS Global Insight 30-year Focus, May, 2009).” A more recent reference to residential housing construction is appropriate for use here.
2. This section states “This volume has dropped off because of the decline in new construction, but it is expected to return to pre-recession levels by the base project year of 2017, as new construction rates return to normal.” It is unclear as to what the definition for “normal” is in this context.

2.3.5 Navigation Restrictions

Future Without-Project Conditions (No Action Alternative)

This section states “The number of vessels will continue to increase...”; however, the number of vessels can only increase to the Port’s capacity. This statement should have a realistic limit not an indication that it will increase indefinitely.

2.4.2 Operations and Maintenance

This section states that maintenance dredging has occurred 1 to 2 times per year. From 2004 to 2009, the average annual shoaling rate was 176,000 cubic yards. Please see additional comments below related to “Appendix A – Volume 1 Documents” relative to the sediment budget for the Inlet. The settling basin is designed to accommodate approximately 200,000 cubic yards for dredging events every two years, which equates to an annual bypassing rate of 100,000 cubic yards per year.

2.4.3 Dredged Material Placement

Other Beneficial Use Sites - Existing Conditions

The DEIS should present information on available dredge holes and artificial reef sites or at least indicate where in the document this information can be found.

Future Without-Project Conditions (No Action Alternative)

1. This section refers to the “sites mentioned above”; however, the section above does not identify or describe the sites or reference where in the document this information can be found.
2. As the 2011 State Programmatic Biological Opinion prohibits beach fill placement during the marine turtle nesting season, the DEIS should promote the evaluation of scheduling and beach fill placement alternatives to ensure that all beach compatible sand is placed along downdrift beaches. The DEIS states that sand can be placed downdrift in nearshore areas during the turtle nesting season. Further evaluation should be conducted to confirm the feasibility of expanding the sand placement template to the south, as well as placing sand further downdrift at Midtown and Phipps beach areas when the sand placement area downdrift of the inlet has been filled. The beach fill placement needs to be optimized for the estimated quantities (volumes), areas downdrift with the greatest need, and scheduling for efficient construction relative to environmental conditions including marine turtle nesting season. Dry beach placement is preferable to nearshore placement outside of sea turtle nesting season. The Town is available to assist the Corps with securing the necessary easements and permits for placement of sand on additional downdrift beach areas above and below mean high water (MHW).

2.4.6 Sand Transfer Plant

An appropriate sediment budget needs to be evaluated relative to the proposed settlement basin, advanced inlet maintenance, and continued operation of the sand transfer plant to ensure that the annual average volume of sand established in the DEP-approved Lake Worth Inlet Management Plan is bypassed.

2.5 Natural Environment

2.5.1 Vegetation

Existing Conditions

1. This section refers to Attachment 5 in Appendix D; however, the Attachments in this Appendix are not all labeled.
2. This section indicates that 14.6 acres of seagrass were present; however, it does not state the acreage of the survey area, what species or density was observed, or whether the 14.6 acres includes direct and/or indirect impact areas.

2.5.2 Threatened and Endangered Species

Johnson's Seagrass

This section should summarize the extent and density of Johnson's seagrass found in and around the project area.

Smalltooth Sawfish

This section states "At least one recorded observation has occurred within the vicinity of Palm Beach County". Coastal Systems International, Inc. has correspondence with NOAA providing more detailed sawfish sighting information in Palm Beach County, specifically: "There have been 53 sawfish sightings in Palm Beach County from 2000-2011, according to the National Sawfish Encounter Database. One was in Boynton Inlet, and the remaining sawfish were sighted in the Atlantic Ocean. There have been 5 sawfish sighted within roughly 2.5 miles of Palm Beach during that same time period" (personal communication with Amanda Frick from NOAA, October 12, 2011).

2.5.3 Fish and Wildlife Resources (Other Than Threatened and Endangered Species)

Existing Conditions

Reference to Bottlenose dolphins in this section should include their Latin name *Tursiops truncatus*.

2.5.5 Hardbottom Habitat

Existing Conditions

This section should include a summary of the hardbottom survey findings to include the size of the survey area and the types and acreages of hardbottom habitat found within and adjacent to the project area. Additionally, this section should reference the hardbottom survey that was conducted and indicate where in the Appendices it can be found.

2.5.6 Essential Fish Habit

Existing Conditions

This section should include a summary of the Essential Fish Habitat that was located within the project area, as well as refer to where the resource assessment survey report can be located within the Appendices.

Table 2-6

Title reads "Federally Managed Species of Fish that May Occur with the Project Area" but the table shows, in addition to fish, three species of shrimp and spiny lobster. The title should be changed to include invertebrates. Additionally, the genus of yellowtail snapper is incorrect; it should be *Ocyurus*.

Future Without-Project Conditions (No Action Alternative)

The No Action Alternative should consider the current condition, without the proposed project, which includes periodic maintenance dredging. There appears to be contradictory statements within this section that need clarification.

2.5.10 Air Quality

Existing Conditions

This section should include reference to the closest Palm Beach County air quality monitoring station to the Project site. Please provide a site map depicting this location, as well as the monitoring data specific to this location for both the past year and during the last Project.

Future Without-Project Conditions (No Action Alternative)

How will the no action alternative result in a continued increase in ship calls if there are a limited number of slips at the Port and vessels must wait in the offshore anchorage until berthing areas are available? There is clearly a limit as to the number of ships that can call the port. This section states that year 2067 estimates indicate 107 vessel calls, but this information is not compared to current vessel calls for reference.

2.5.11 Noise

Future Without-Project Conditions (No Action Alternative)

Please provide noise data associated with past maintenance dredging events, as well as data for ambient conditions in the future project location.

3.0 Plan Formulation

3.4 Constraints and Objectives

3.4.1 Constraints

Appropriate text needs to be incorporated relative to inlet management. Any channel improvements need to account for optimization of inlet bypassing. Inlet bypassing also minimizes channel shoaling. The DEP-approved Lake Worth Inlet Management Plan states that the impact of Lake Worth Inlet on the downdrift shoreline is at least nine miles south of the inlet and has resulted in a historical deficit of approximately 12,000,000 cubic yards.

3.5 Summary of Management Measures

This section states “Of the variety of measures considered during the feasibility phase, some were found infeasible due to technical, economic or environmental constraints, and are described below in the following sections.” However, the listed items do not indicate which were eliminated from consideration and which are evaluated further. This section should include a brief explanation as to why certain items were not feasible and eliminated from more detailed consideration.

3.9 Environmental Minimization and Avoidance Efforts

Reviewing the geotechnical information provided in the Appendix, updated core borings and information is needed to fully evaluate the need for blasting. Construction means/methods, which could include punching, cutter suction dredging, or very limited blasting, should be further evaluated as the quantity, location, and characteristics of hard material are confirmed. Geophysical surveys could be conducted to correlate the wash probes conducted by the Town of

Palm Beach, and to optimize the core boring program so that additional and sufficient data is obtained in the areas anticipated to potentially consist of hard material.

4.0 Tentatively Selected Plan

1. This section refers to the plan formulation methods described in Chapter 3; however, Chapter 3 does not indicate why any actions were considered or eliminated from consideration.
2. As this document is both a Feasibility Study and an EIS, this section should explain the relationships between the Corps Preferred Alternative, Locally Preferred Plan, Tentatively Selected Plan, and the National Economic Development Plan.
3. Typically, there are several options eliminated from consideration and several options evaluated throughout the EIS. This document appears to eliminate several options, without a detailed description of why, and only considers one option for evaluation throughout the document. The EIS should evaluate several options that are potentially viable and the associated impacts of each.
4. The 112,950 cubic yards proposed to be dredged from the inner harbor should be placed in the nearshore. The seagrass mitigation can be completed with other dredged material, as this area can be filled with rock subsequently capped with seagrass compatible sand. It is imperative that all beach compatible sand be placed on the beach.
5. Much of the text in Figure 4-1 is illegible.

4.3 Mitigation

As the State requires mitigation to be assessed using the Uniform Mitigation Assessment Method (UMAM), the DEIS should provide the Corps UMAM scores for consideration in the DEIS rather than just presenting estimated ratios. This section should also summarize how the Corps arrived at the ratios provided.

4.3.1 Seagrass Mitigation Sites

It is unclear how the DEIS arrived at the estimated volume of material required to fill the seagrass mitigation dredge hole without selecting the dredge hole to be filled.

4.5 Dredging Methods

4.5.1 Dredging Techniques

1. This paragraph references geotechnical information that indicates the majority of the material to be dredged may be able to be removed without rock pre-treatment. This paragraph contradicts Paragraph 3.9, which is recommending blasting and/or pre-treatment of areas with hard material.
2. The section states that the use of small or inappropriate dredges will be discouraged through the use of minimum monthly production standards or other language within the project

specifications. Consideration of a phased approach should be provided with smaller dredging equipment to maximize recovery of beach compatible sand. A phased approach should be considered to utilize smaller hydraulic cutterhead equipment to recover as much beach compatible sand as possible for placement on the downdrift beach. Larger cutter suction dredges are typically not able to recover sand over rock with a sheen of two to four feet in thickness. Therefore, smaller equipment can more efficiently recover this sand prior to utilizing the heavier equipment required to dredge material including areas of hard material.

4.8 Dredged Material Placement

1. This section states that near shore quality sand would be placed in the near shore (below the MHW line) between DEP range monuments R-76 to R-79; and this is a least-cost placement option. To maximize beach compatible sand placement area as part of the navigation project, the sand placement area downdrift of the inlet needs to be expanded and when this template is full, placement should include other downdrift areas such as Midtown and Phipps beaches.
2. Construction scheduling should be optimized with marine turtle nesting season to avoid any beach compatible sand being transported to the ODMDS and being permanently lost to the littoral system.
3. The paragraph states that placing material above the MHW line for a new project would incur large real estate costs, which would not make it a least-cost placement option. Therefore, this option is not considered to be part of the Tentatively Selected Plan. Further evaluation of options for sand placement above the MHW line, working in conjunction with the Town of Palm Beach, should be conducted to ensure all beach compatible fill is placed downdrift of the inlet.

5.0 Effects of the Tentatively Selected Plan

5.2 Economic Environment

5.2.2 Overview – Fleet

Future With-Project Conditions

This section indicates that there would be fewer vessel calls with the project. Has there been an evaluation to determine whether these ships could be unloaded with sufficient time to allow for additional vessels to call the Port? If vessels were unloaded more efficiently, there may be a resultant expansion of service provided by the Port with a concurrent increase in vessel calls.

5.3.4 Storm Surge

Future With-Project Conditions (Tentatively Selected Plan)

Please explain how the difference between with and without-project water-level elevations in the vicinity of the harbor were calculated.

5.4.3 Dredged Material Placement

Future With-Project Conditions (Tentatively Selected Plan)

Other Beneficial Use Sites

1. The Town of Palm Beach emphasizes the statement “Local interests strongly support the placement of beach compatible material on the beaches.”
2. This paragraph states that dredged material could also be placed on the beach between DEP reference monuments R-78 and R-81, above the MHW line; which seems to contradict Paragraph 4.8. The placement of dredged material on the beaches would not occur from May 1 through October 31 due to nesting of sea turtles. If needed, material would be placed in the nearshore during this timeframe. Midtown Beach could be used for placement, if a non-federal entity is willing to pay the incremental cost difference. The Midtown beach fill template is located between DEP reference monuments R-90.4 and R-101.4. We recommend expansion of the currently authorized beach and nearshore disposal areas to the south of the inlet, as well as consideration for placement on Midtown beach and Phipps beach once the expanded disposal area is filled to capacity.

5.4.6 Sand Transfer Plant

Future With-Project Conditions (Tentatively Selected Plan)

1. This section states that there will be no change in the sand transfer plant as a result of the project. The effect on the operation of the transfer plant, including a review of the sediment budget, needs to be performed. The effects of waves and coastal processes on the updrift shoreline, including the area adjacent to the transfer plant, need to be fully evaluated. Refer to comments on the sediment budget under Paragraph 2.4.6. Recommendations for the coastal process study relative to the construction of a sediment trap is outlined in the DEP Lake Worth Inlet Management Plan. The Plan states that expansion of the sediment trap could have significant adverse impacts upon the shoreline adjacent to the north jetty. Suitable geotechnical and wave refraction studies should be conducted to demonstrate that expansion of the settling basin is a feasible activity. Furthermore, the proposed installation of sheet piling along the north jetty needs to be evaluated relative to any impacts to the sand transfer plant.
2. This section also discusses the pipeline within the harbor right of way, but the pipeline is located well beneath the bottom of the channel and will not be affected by the deepening of this project. The design and as-built information should be confirmed to ensure no impact to the underground pipelines.

5.5 Natural Environment

5.5.1 Vegetation

Future With-Project Conditions (Tentatively Selected Plan)

This section should include a summary of the mitigation ranges under discussion rather than simply referring to them in the Appendix. Additionally, the Habitat Equivalency Analysis (HEA)

and UMAM analyses should be included as an appendix and not listed as “available upon request”. This information should be available for review and public comment in this DEIS.

Sea Turtles

Future With Project Conditions (Tentatively Selected Plan)

This section states that visual surveys for escarpments would be made immediately after completion of placement of dredged material. However, typically escarpment monitoring is required for three nesting seasons post placement with grading of escarpments that may interfere with sea turtle nesting.

Whales (Humpback and Sperm)

Future With Project Conditions (Tentatively Selected Plan)

1. The summary included in this section is a perfect example of what should be included in each section throughout the document. This section includes a brief summary and then refers to the Appendix for additional information.
2. This section discusses blasting; however, it does not specify whether confined or unconfined blasting will be used. It seems to describe confined blasting. Please clarify whether any unconfined blasting would be authorized for project construction.

Johnson’s Seagrass

Future With Project Conditions (Tentatively Selected Plan)

This section refers to the mitigation in Section 4.3, without stating what the range of mitigation being considered is. This section also states that the HEA and UMAM analyses are available upon request. These functional assessments should be included as an appendix to the DEIS so that they can be reviewed and comments can be provided by the public.

5.5.3 Fish and Wildlife Resources

Migratory Birds

Future With Project Conditions (Tentatively Selected Plan)

This section states that the Corps standard migratory bird protection conditions would be implemented if construction will be performed from April 1 to August 31; however, it does not present the conditions or provide a link or reference to them for review and consideration.

5.5.4 Hardbottom Habitat

Future With project conditions (Tentatively Selected Plan)

This section should refer to the range of mitigation being considered in addition to referring to Section 4.3 and the Mitigation Plan in Appendix D Attachment 3 and should provide the HEA and UMAM models, not just refer to them as available upon request.

Section 5.5.5 EFH

Future With Project Conditions (Tentatively Selected Plan)

This section should present a summary of Appendix D Attachment 7 and not just simply refer to it.

5.5.7 Water Quality

Future With Project Conditions (Tentatively Selected Plan)

This section states “Various protective measures and monitoring programs would be conducted during construction to ensure compliance with state water quality standards.” However, these measures and programs are not presented for review, consideration, and comment.

5.5.9 Air Quality

Future With Project Conditions (Tentatively Selected Plan)

1. Please indicate how the Corps determined “Short term impacts from dredge emissions and other construction equipment associated with the tentatively selected plan would not significantly impact air quality”.
2. This section states “The project allows for a shift from smaller, less efficient ships to larger more efficient ships carrying more cargo without increasing the overall number of vessel calls consistent with the national trends detailed in the IWR 2012.” However, this section does not seem to take into account the additional emissions from equipment to unload the additional cargo from the same number of vessel calls or the additional trucks to transport this additional cargo to/from the port.

5.5.11 Aesthetic Resources

Future With Project Conditions (Tentatively Selected Plan)

The temporary impacts would be of longer duration than typical O&M dredging. This section should specify the anticipated dredging duration as well as the typical O&M duration.

5.5.12 Recreation Resources

Future With Project Conditions (Tentatively Selected Plan)

The temporary impacts would be of longer duration than typical O&M dredging. This section should specify the anticipated dredging duration as well as the typical O&M duration.

5.5.4 Cumulative Impacts

Summary of Cumulative Effects Assessment

What was the “vicinity” considered for this cumulative impacts analysis? It is unclear whether this analysis was limited to Palm Beach County, southeast Florida, or the east coast of Florida. As several ports along the east coast of Florida are considering expansion, we respectfully request that the cumulative impacts analysis include the entire east coast of Florida. This assessment doesn’t seem to consider any alternatives beyond Lake Worth Inlet.

5.5.10 Noise

Future With-Project Conditions (Tentatively Selected Plan)

This section should reference compliance with the Town of Palm Beach Noise Ordinance §42-226 - §42-229 for all construction operations within Town limits.

6.0 Environmental Compliance

This Section was reviewed and we do not have any comments.

7.0 Recommendations

This Section was reviewed and we do not have any comments.

8.0 List of Preparers

This Section was reviewed and we do not have any comments.

9.0 References

This Section was reviewed and we do not have any comments.

Appendix A, Volume 1 - Hydrodynamic Modeling

Specific Comments and Recommendations:

1. Table T-3 - The total estimate of dredging quantities is 1,897,750 cy, of which 458,000 cy of material is proposed to be placed in the nearshore area along the Town of Palm Beach. Based on updated geotechnical studies, a review of the geotechnical, survey, and dredging design data should be conducted to maximize the dredging and subsequent bypassing of beach compatible sand to downdrift beaches. The 458,000 cy estimated quantity is relatively large, and opportunities for placement further downdrift should be evaluated to avoid disposal of any beach compatible sand to the ODMDS. In accordance with the Lake Worth Inlet Management Plan, placement of beach compatible sand should be in areas of greatest need.
2. Page 5 - A cell size of less than 33 feet (10 m) on the north and south beaches and at the Project site for the CMS-FLOW model is recommended to correctly represent potential eddies and flow patterns, longshore sediment transport rate, and shoaling rates for the Entrance Channel and Settling Basins. The cell sizes established by the Corps are not of appropriate size for simulation of these coastal processes.
3. Page 5 - A cell size of less than 33 feet (10 m) on the north and south beaches and at the project site for the CMS-WAVE model is recommended to correctly represent wave

breaking, and breaking-wave generated currents. The cell sizes established by the Corps are not of appropriate size for simulation of these coastal processes.

4. Page 8 - The hydrodynamic model domain is approximately 15,800 feet by 15,800 feet. The domain is generally too small to appropriately represent offshore open boundary conditions and flow patterns in the vicinity of Project site. A larger domain is recommended.
5. Page 10 - The selection of associated parameter values used in the CMS model need to be presented in the modeling report. The parameters include flooding and drying, eddy viscosity, bed friction, wave breaking, sediment grain size, and sediment transport formulation and parameters. Refer to DEP's *Guidelines for Documenting Numerical Model Studies in Submittals to the FDEP Bureau of Beaches and Coastal Systems (BBCS)* for additional information.
6. Page 13 – Tidal current measurements at the entrance channel location and ebb shoal area are recommended to refine the hydrodynamic model.
7. Page 32 - An updated sediment budget should be prepared for the inlet system, to include downdrift beaches within the Town, so that the maintenance dredging intervals and associated volumes of dredged material are clearly understood.
8. Page 32 - Based on the estimated one year total maintenance volume of 100,000 cy/yr, the two year total maintenance volume should be less than 200,000 cy/2 yr, because the bathymetry will be balanced by the hydrodynamic forcing after one year. After one year, the sediment from updrift beach will be transported to offshore deep water region or bypassed to downdrift region. This estimated total maintenance volume should be further investigated.
9. Page 32 and Page A-3 - The predicted shoaling rates (30,000 cy/yr and 70,000 cy/yr) in the modeling report are not consistent with shoaling rates (33,000 cy/yr and 68,000 cy/yr) in Section B.8 Shoaling.

General Comments and Recommendations

1. There was no simulation of the placement of beach fill in the proposed nearshore areas downdrift of the inlet. Further numerical modeling is required to optimize the beach fill placement and to avoid/minimize impacts to adjacent marine resources such as nearshore hardbottom. Modeling iterations are recommended to evaluate shoreline performance to optimize the beach fill design to maximize the beach fill placed during the initial dredging construction, as well as follow-up maintenance events (estimated at 24 events).
2. The modeling simulates shoaling rates; however, the engineering recommendations rely on historical sedimentation rates. Further modeling and calibration is recommended to correlate historical sedimentation with the coastal process simulation.

3. Sedimentation and shoaling is discussed throughout the report, but the sediment grain size and estimated sedimentation rate is not referenced.
4. The references in the attachment do not reference the Lake Worth Inlet Management Plan (adopted by the DEP in 1996). This plan references the need to bypass 171,300 cy/year; which is not consistent with the estimated sedimentation rate of 100,000 cy/yr.
5. As part of the sediment budget, a review of the performance of the existing sand bypassing plant should be performed to understand the effects of the settlement basin on the operations, and potentially the efficiency, of this plant.
6. A cursory review of the ship simulation study was completed. The study was generally conducted in accordance with industry practice to optimize the inlet improvements relative to vessel navigation.
7. An updated and optimized sediment budget for the inlet should be developed, based on updated monitoring and historical dredging records. Appropriate coastal management documents should be referenced including the Lake Worth Inlet Management Plan adopted by the DEP in 1996, which references data from 1974 – 1994, and associated bypassing goals and the strategic Beach Management Plan adopted by the DEP in 2008.

Appendix A, Attachment C (Volume 2) – Geotechnical

Specific Comments and Recommendations:

1. Page 5 - A review of the geotechnical report indicated the feasibility study had minimal geotechnical information for preparation, design, and construction recommendations. There was discussion of hard limestone layers towards the lower elevations of the design depth, however sufficient information was not available to evaluate the need for blasting. Large cutterhead dredges have been used effectively in several Florida inlet and navigation projects to avoid the need for blasting. The DEIS states that Geotechnical data indicate that the majority of the material to be dredged may be able to be removed without rock pre-treatment (although additional core borings will provide more specific information regarding positions of massive hardened materials during the PED phase of the project). If the harder rock material areas are small enough, mechanical methods, including punching may be also be effective to avoid the need for blasting.
2. Page 9 - The Appendix discussed further engineering and design to be completed as part of the jetty stability analysis, however a monitoring program for a minimum of five years is recommended to include appropriate surveys. The sheet pile extension and other design parameters should be reviewed relative to adjacent coastal structure stability.

3. Page 10 - Further evaluation of the south jetty relative the condition and stability after deepening is required. The appendix references an inadequate factor of safety for slope stability that needs to be addressed.
4. Page 17 and Page 18 - The proposed settlement basin should be added to Plates 2 and 3 for clarity.

Appendix A, Attachment C (Volume 3a) – Boring Logs

This section contains boring logs and laboratory results for the entrance channel, area A-1, and area B-2. These data were used in the general and specific comments and recommendations detailed above in *Attachment C*. No specific comments or recommendations were found in the data.

Appendix A, Attachment C (Volume 3b) – Boring Logs

This section is a continuation of the preceding section and contains boring logs and laboratory results for the entrance channel, area A-1, and area B-2. These data were used in the general and specific comments and recommendations detailed above in *Attachment C*. No specific comments or recommendations were found in the data.

Appendix A, Attachment D (Volume 4) – Value Engineering Report

Specific Comments and Recommendations:

1. Page 7 - The Tentatively Selected Plan states that the “total dredged material quantity of approximately 1.2 million cy of which 200,000 cy is designated for hydraulic beach fill re-nourishment and 1 million cy to be sent via scow barge transport to the designated ODMDS. These values are not consistent with other sections of the DEIS and should be further investigated or revised to determine their impacts on the economic impacts of the proposed project.
2. Page 27 – It does not appear that sufficient studies were completed to investigate the efficacy and subsequent optimization of placement of beach quality material along adjacent beaches. Multiple requests were made for this including a letter dated January 22, 2008, from Palm Beach County requesting the placement of beach quality material to be placed on the beach. Further validation and consistency of dredge and placement volumes should be presented.

General Comments and Recommendations:

Recreational uses are important and are economic generators. The economic impact of the Project, both positive and negative, is not fully addressed. The DEIS appears to only address the direct economic impacts on the Port (e.g. commodities, cargo, and cruise ships) but not on other

industries in the Town and County. Temporary and long-term economic impacts occurring during construction and operations should be identified and addressed in greater detail. These impacts may include, but are not limited to loss of revenue to local small business, access restrictions for recreational activities, natural resources, and increased security and maintenance expenditures along the shoreline resulting from increased vessel wakes, traffic, inlet downtime due to maintenance dredging, and other associated impacts.

Appendix B – Cost Engineering and Risk Analysis

Specific Comments and Recommendations:

1. Section 3.1 - The DEIS refers the reader to the Economic Appendix for further discussion of the Maintenance costs. While maintenance costs of the channel, jetty, and Port are presented, this Attachment states “The study and presentation does not include consideration for the life cycle costs.” This appears to be inconsistent and should be clarified.
2. Indirect costs to the Town and County required during future O & M dredging events should be addressed and may include increased security, safety, administration, and education programs. The sediment budget and settling basin design should be further refined and discussed to ensure costs associated with operations of the sand transfer plant are incorporated. Also, the potential long-term dredged material placement plan and corresponding cost benefits associated with placement in an expanded beach placement area downdrift of the inlet, as well as placement in Midtown or Phipps when the fill template south of the inlet is filled, should be discussed.

General Comments and Recommendations:

1. The proximity of Peanut Island to the channel is well documented. However, the risk and economic impacts to the Park and associated facilities should be addressed in greater detail. Indirect revenue impacts to local business created by Park visitors including water taxi services, recreational value and resources which may be impacted due to vessel wakes or wave activity, and repair and maintenance costs associated with shoreline or infrastructure damage on the Island should be addressed and minimized. Changes to beach slope and stability, and potential repairs on southern shoreline resulting from a wider channel and hydrodynamic changes should be discussed. Further, any changes to the wave climate impacting moored vessels on Peanut Island and activity at the fishing pier and the snorkeling lagoon should be addressed.
2. The effects of the project on the restoration of existing business should be further investigated as some in the local business community feel that the current restrictions at the Port have caused cumulative economic impacts dating back many years. These impacts include lost revenue to Port, lost jobs, increased commodity and consumer goods prices.

Discussion of past impacts should be included to further justify the Project and potential impacts to stakeholders.

Appendix C – Socio-Economic Appendix

Specific Comments and Recommendations:

1. This Appendix states on page 2 that no other port in South Florida can accommodate the specialized equipment for handling sugar and molasses. It is unclear as to why no other port in South Florida could purchase and install such equipment.
2. On page 46 this Appendix states "...it was assumed that increased efficiencies would reduce transportation costs without affecting the demand for import and export of goods through the harbor. This means that the commodity tonnages forecast to be transited through Palm Beach Harbor are expected to move with or without the proposed improvements." This statement emphasizes that fact that without the proposed project, the port will remain viable and confirms that the impacts associated with the proposed project may not be justified.
3. Page 52 states that the only alternatives considered were widening only and for each 1 foot incremental depth, deepening from 34 feet to 43 feet with widening for the NED analysis. It seems that other alternatives, including vessel calls at other ports should be considered.

Appendix D – Environmental

This Appendix would benefit greatly from a Table of Contents with page references.

404(b) Evaluation

Each section below should be addressed for each potential placement location, specifically, beach, nearshore, dredge hole, ODMDS, and artificial reef site.

I. Project Description

e. Description of the Proposed Discharge Site(s)

(1) Location

The 404(b) Evaluation states "It is anticipated that all of the material to be excavated from the entrance channel up to Station 45+00 would be placed in the nearshore placement area, located below mean high water line, with the exception of the amount which would be used to mitigate for seagrasses." The Town of Palm Beach strongly opposes this plan, as the Town's shoreline has suffered from the downdrift effects of Lake Worth Inlet since it was constructed in the 1920's. The Town strongly urges that all beach compatible material be placed on the downdrift beaches to mitigate the inlet effects realized by the Town. The mitigation can be accomplished with other dredged spoil material and capped with material procured from upland sources. The Town recommends that the capping sediment be specifically prescribed to match the sediment characterization immediately surrounding the dredge hole to be filled, as is required by Biscayne

National Park to implement the extremely successful seagrass restoration projects within the National Park.

This section states that the remainder of the material would be placed at the Palm Beach ODMDS. The Town respectfully requests that the remainder of the material be screened to capture any potentially beach compatible material for beach placement rather than disposing of beach compatible material that is mixed with rock and rubble in the ODMDS. As obtaining beach compatible fill from diminishing offshore reserves and upland sources is extremely expensive; it is likely that sorting this material could produce a cost effective source of additional fill for the Town, as well as further mitigate the downdrift effects of Lake Worth Inlet.

(2) Size

The 404(b) Evaluation states “Near shore quality sand would be placed in the near shore (below the MHW line) between DEP range monuments R-79 to R-79, used for mitigation or placed in the designated ODMDS.” The Town strongly objects to the placement of nearshore quality beach sand as mitigation or in the ODMDS. All beach compatible material should be placed within the Town of Palm Beach to mitigate the downdrift effects of the inlet.

II. Factual Determinations

a. Physical Substrate Determinations

(1) Substrate Elevation and Slope:

This section does not indicate what location (beach, dredge hole, ODMDS, etc.) is being discussed and states that “The material would be placed below mean low water to elevation -16.” This does not indicate slope as described in the section title, nor does it specify which disposal site is being considered.

(2) Sediment Type

This section states “The material to be disposed in the nearshore would be silty sand in nature.” Previous references to this material indicate that it has low silt although material with higher silt would be disposed of in the near shore as opposed to above MHW. Silty sand that is not beach quality may adversely affect nearshore hardbottom. This section does not indicate what location (beach, dredge hole, ODMDS) is being discussed.

(3) Dredged Material Movement

This section does not indicate what location (beach, dredge hole, ODMDS) is being discussed.

(6) Actions Taken to Minimize Impacts

This section refers to “BMPs and other benthic protection measures” that are being coordinated with the regulatory agencies. The BMPs and other benthic protection measures should be presented for review and consideration herein.

b. Water Circulation. Fluctuation and Salinity Determinations

(5) Actions that will be taken to minimize impacts

This section indicates that BMPs and other benthic protection measures have been coordinated with the resource agencies to minimize impacts. These BMPs and other benthic protection measures should be presented herein for consideration.

e. Aquatic Ecosystem and Organism Determinations

(4) Actions that will be taken to minimize impacts

This section states that BMPs and other benthic protection measures have been coordinated with the resource agencies to minimize impacts. These BMPs and other benthic protection measures should be presented herein for consideration.

(5) Effects on Special Aquatic Sites

This section states that there are no hard ground or coral reef communities located in the immediate nearshore area that would be impacted by disposal activities. This section needs to consider indirect and cumulative effects of the placement of fill in the nearshore. There are nearshore exposed hardbottom communities downdrift of the placement area that must be considered in this section.

(6) Threatened and Endangered Species

This section states that appropriate measures to avoid, minimize, and mitigate for impacts to listed species have been fully coordinated with NMFS and USFWS. These measures should be presented in this section and in the DEIS for review and comment.

(8) Actions to Minimize Impacts

This section states that BMPs will be followed. The BMPs being referred to should be presented for review.

g. Determination of Cumulative effects on the Aquatic Ecosystem

This section states that there would be no cumulative impacts that result in a major impairment. This section should recognize the cumulative impacts associated with adding material to the sediment starved ecosystem downdrift of the project area. As the inlet has caused significant erosion to the downdrift shoreline, substantial hardbottom that would be buried but for the opening of the inlet and offshore disposal of dredged material through the years, has become exposed. Mitigating this inlet effect may cause cumulative impacts that would rebury this nearshore exposed hardbottom.

III. Findings of Compliance or Non-Compliance with the Restrictions on Discharge

b. Evaluation of Availability of Practicable Alternatives to the Proposed Discharge Site which would have Less Adverse Impact on the Aquatic Ecosystem

The following statement does not appear to pertain to this 404(b)(1) evaluation: "To test the suitability upland sand sources the borrow areas proposed by the contractor would be used for this project. In addition, the impacts of using other sources on cultural resources, protected

species, and other environmental factors would likely be equal to or greater than the impacts of the proposed action.”

h. Appropriate and Practicable Steps Taken to Minimize Potential Adverse Impacts of the Discharge on the Aquatic Ecosystem

The Turbidity Monitoring Plan has not been presented for review or consideration. Additionally the measures taken to minimize sediment deposition on sensitive reef organisms have not been presented for review.

Coastal Zone Management Act and Florida Coastal Zone Management Program Federal Consistency Determination

1. Chapter 161, Beach and Shore Protection

This section states “Information will be submitted to the State for a permit in compliance with this Chapter.” The Town fully supports the Corps securing appropriate State permits for the proposed work.

4. Chapter 253, State Lands

This section states “Appropriate State permits will be obtained for this Project.” The Town fully supports the Corps securing appropriate State authorization for the proposed work.

Appendix D Mitigation Plan

This appendix refers to ten mitigation sites; however, Figure 1 only shows 9 potential mitigation sites, not 10.

3.0 Mitigation Requirements

3.2 Hardbottom

It is the Town’s understanding that the DEP requires the use of UMAM for assessing all mitigation. According to the DEIS (though not presented within the document) the Corps used UMAM to assess the seagrass impacts. However, according to the DEIS (though not presented within the document) the Corps used HEA to assess hardbottom impacts.

This section refers to the tables and calculations of the HEA included in Appendix ZZ; however, Appendix ZZ was not included for review.

4.1 Seagrass Restoration

This section refers to “the Town of Palm Beach Environmental Resource Management Davision”. Please revise this reference to indicate the Palm Beach County Department of Environmental Resources Management.

4.1.1 Conceptual Seagrass Site Design

Will any geotechnical analysis of the native seagrass substrate be done to ensure that the capping material is consistent with the native sediments to ensure success? This is routinely required for

restoration projects within Biscayne National Park and is recommended for success of this restoration project. This section simply states that material will have less than 20% fines and will be required to match as closely as possible to characteristics of the surrounding material.

Will filling of the dredge hole allow for impacts to sparse seagrass resources growing along the side slopes of the existing dredge holes to achieve success of the overall project? Although this practice had not been allowed by regulatory agencies for many years in Miami-Dade County, it was recently authorized for the Miami Harbor Phase III project. This section states that some resources may be covered by material on the narrow eroded shelf described earlier that occurs between natural grade and the sharp drop (see figure 4), but it is unclear whether impacts to seagrass growing on the side slopes of the dredge hole would be authorized.

The Corps may want to review the mitigation plans and monitoring reports associated with the dredge hole fill projects recently constructed within Lake Worth Lagoon in association with the Rybovich Marina improvements.

The sections on transport, turbidity control, site grading, and planting refer to “the site” indicating that the site has sufficient depth and room to enter, exit, and turn the barge, when previously, the document indicated that the site has not been selected yet. Please clarify whether this plan is referring to a specific site or if the site is still being selected.

In our experience, larger mitigation areas will not achieve success criteria and climax communities within five years without both planting of donor material and installation and maintenance of bird roosting stakes. If planting is prescribed, donor seagrass bed locations should be presented herein for evaluation. Additionally, typically shoal grass is planted to stabilize the newly placed substrate and allow colonization of climax species. We do not recommend waiting three years to initiate planting. If the Corps will be waiting three years, a much longer time lag should be utilized in the UMAM, which will result in a greater mitigation requirement. The UMAM scoring sheets should be provided for review and evaluation during this public comment period.

The Corps should consider implementing the protocols developed for the Miami Harbor Segment III seagrass mitigation be implemented to ensure success of the mitigation associated with this project.

5.0 Adaptive Management

The Corps should consider planting of seagrass and installation and maintenance of bird stakes at initial mitigation construction (after sediment has settled) rather than as an adaptive management technique in order to achieve the prescribed success criteria within five years.

Attachment 4

Cost effective incremental Cost Analysis (CEICA) for Mitigation

2.1 Methodology of Establishing Seagrass

Please indicate what the time scale was for Palm Beach County Department of Environmental Resources Management to achieve success associated with filling dredge holes for seagrass restoration. Was the time scale comparable to the five years prescribed for this project? It is assumed that a five year time lag was utilized based upon the five year monitoring duration; however, this cannot be confirmed because the UMAM score sheets have not been included in the DEIS.

2.2 Seagrass Mitigation Benefits

This section refers to impacts as 4-5 acres based on HEA model output. The DEIS indicates elsewhere that seagrass “mitigation was calculated using UMAM. How was HEA “output” utilized to quantify seagrass “impacts”? Please clarify whether seagrass mitigation was calculated using HEA or UMAM.

2.3 Seagrass Alternatives

This section is entitled Seagrass Alternatives, but seems to present information on both seagrass and hardbottom as stated in the first sentence.

This section (paragraph) seems to be incomplete. It presents 13 locations and then states that there are 5 sites remaining. It provides a brief rationale for eliminating two sites; however, it does not provide a rationale for eliminating the remainder of the sites considered.

3.2 Hardbottom Alternatives

This section is populated with the same text as Section 2.3 Seagrass Alternatives and is specific to ruling out the seagrass mitigation sites; this section does not speak to hardbottom alternatives at all.

3.3 Hardbottom site

Please explain why is it “more environmentally acceptable to do all the mitigation at one site”? Although this may be the case, it is likely dependent upon the distance between the sites and the existing bathymetry within the sites.

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This Appendix was reviewed and we do not have any comments.

Biological Assessment to National Marine Fisheries Service

The DEIS indicates in several places that the biological assessment can be found in Appendix E Correspondence. This document is located in Appendix D.

The Biological (BA) states on page 2 that “All beach quality sand material shall be placed on the existing beach disposal template just south of the inlet (figure 2). Sandy material not considered beach quality under the existing permit will be placed in the authorized nearshore placement site south of the inlet.” The Town strongly supports this statement and opposes using beach quality sand for capping the mitigation site.

The Protective Measures referenced in the DEIS are described on page 34 of the Environmental Assessment (EA) to the National Marine Fisheries Service. Nowhere in the DEIS does it tell you where these protective measures are referenced.

Biological Assessment to the U.S. Fish & Wildlife Service

The BA states on page 2 that “All beach quality sand material shall be placed on the existing beach disposal template just south of the inlet (figure 2). Sandy material not considered beach quality under the existing permit will be placed in the authorized nearshore placement site south of the inlet.” The Town strongly supports this statement and opposes using beach quality sand for capping the mitigation site.

The Protective Measures referenced in the DEIS are described on page 15 of the EA to the U.S. Fish & Wildlife Service. Nowhere in the DEIS does it tell you where these protective measures are referenced.

The specific details and photographs regarding confined blasting within this BA are appreciated. It would be beneficial to present an Appendix with additional information regarding the documentation collected to date on confined blasting.

This BA does not appear to consider the effects of ship lighting and port lighting on nesting sea turtles. These impacts are not sufficiently addressed in the State Programmatic Biological Opinion.

Attachment 7 Essential Fish Habitat (Affected Environment)

The project area is known to be a critically important snook spawning site. There is no discussion of the importance of this snook rookery in the EFH assessment. The importance of this area to the life cycle of the snook should be considered for inclusion into the EFH assessment.

Appendix E – Correspondence

Throughout the text in several places, the DEIS indicates that the BA is located in Appendix E – Correspondence. The BAs, for species under the purview of the National Marine Fisheries Service and species under the purview of the Fish & Wildlife Service, are both located in Appendix D – 404(b) Evaluation.

Appendix F – Real Estate Plan

This Appendix was reviewed and we do not have any comments.

Appendix G Dredged Material Management Plans

This Appendix was reviewed and we do not have any comments.

Thank you for the opportunity to review the DEIS on behalf of the Town. Should you have any questions or require additional information, please do not hesitate to contact me at (561) 478-1004 or pcutt@coastalsystemsint.com.

Sincerely,
COASTAL SYSTEMS INTERNATIONAL, INC.

A handwritten signature in blue ink that reads "Penny L. Cutt". The signature is fluid and cursive, with the first name "Penny" being more prominent than the last name "Cutt".

Penny Cutt
Environmental/Permitting Regional Manager

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Regular Agenda - New Business

Agenda Title

Proposed Purchase of a New Parking Ticket Management System.

Presenter

Thomas G. Bradford, Deputy Town Manager

Supporting Documents

- Memorandum dated May 31, 2013, from Spencer D. Wilson, Information Systems Manager

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

Via: Thomas G. Bradford, Deputy Town Manager

From: Spencer D. Wilson, Information Systems Manager

Re: Approval to proceed with an RFP to replace the Town's Parking Ticket Management software and to use up to \$150,000 from the General Fund Contingency to Procure a Selected Package

Date: May 31, 2013

STAFF RECOMMENDATION

The Office of Information Systems is recommending approval to move forward with creating a statement of work and posting an RFP to replace the Town's Parking Ticket Management software. This process will begin immediately and a RFP will be posted so that the selection and procurement can be targeted for approval at the September 2013 Town Council Meeting along with funding from fiscal year 2013 general fund contingency. The total amount for this procurement will not exceed \$150,000.

GENERAL INFORMATION

The Office of Information Systems in conjunction with the Finance Department and the Police Department is recommending the replacement of the Town's Parking Ticket Management Software. The current system was written in house in the late 1990's and has provided the Town many good years of functionality. The current system was designed to handle the financial tracking and penalties associated with the Towns' parking tickets. Over the years, the parking ticket system has expanded with various plans, geographical restrictions and multiple rate plans. The Town has tweaked this system to incorporate these changes as they have occurred but the system was never designed to handle the many new aspects of parking ticket management. Some examples of new requirements that have been added to the existing system as well as limitations are as follows:

1. The existing parking ticket system was written on a green screen server and is based on a legacy system. Because of this platform, it was never intended to be a true web based application. About ten years ago, a web app was created on a third party platform to allow an interface with the green screen system in order for tickets to be paid on line. This is a very limited web presence and is only accessible using a PC. This web interface will not allow access from an Apple computer and has limited the ability to receive payments from the web. It is also limited in the web browser that can be used. It will only allow use of Internet Explorer.

2. The existing system is not capable of managing parking permits. This is a process that is done in a spreadsheet and is not able to be accessed and updated by multiple users at the same time. It does not include a database of properties which are allowed to receive a parking permit, it is only a record of the permits that have been issued, all rules and exceptions are tracked separately. There are many permit plans with multiple rules associated with the plan and the permit issuance is a manual process. This lack of a centrally managed parking permit process is extremely inefficient and creates problems with the interaction between Finance and Police.
3. Because the existing system only captures data regarding the financial information, there is limited reporting that is based on financials more than the parking usage and geographical data that make up the different rate plans. Reporting is done in a third party system where data is extracted manually for the various financial reports that are needed. Even financial data is limited in that reports (such as an aging report) are only able to be generated as of the current date. The system has no ability to separate transactions by date for reporting.
4. The interface with the ticket writing handhelds is also a manual process. The tickets have to be batch processed manually every day into the financial ticket system and then boot lists have to be manually transferred back to the handhelds. This process takes time for both Finance and Police and can lead to errors. The ticket writing handhelds do not interact directly with the existing financial software system because they work on a totally separate system which was designed for parking enforcement. The fact that there are two systems designed for two separate functions limits the accessibility of data between the handhelds and the ticket management system.
5. The current system does not allow any ability to manage parking spaces and the actual usage of these spaces. With the work that is being done now in the Town's GIS system, a new ticket management system could incorporate data from the GIS system into the management of the parking tickets and parking spaces. The parking management system could then interface usage and revenue data back into the GIS system for better reporting and analysis.

A major focus and reason for moving forward now with this software purchase is to incorporate the handhelds into the ticket management system. This software upgrade process will include the replacement of the ticket writing handhelds. The handheld devices are on the Town's replacement schedule for fiscal year 2013 and funding for these devices is currently in the Town's Equipment Replacement fund. The purchase of the replacement handhelds will be included in this RFP process so that the interaction of the handhelds with the software can be included into a single system. There will also be consideration of future interaction with the Town's current parking kiosks and possible future kiosks. It is very important that during this process all aspects of parking management are considered so that all hardware and software work efficiently together.

Replacing this software system will provide the Town with many new enhancements that will allow better management of parking tickets and parking. Enhancements that will be included in this upgrade are:

1. Full web access across all platforms will allow better customer interaction. The ability for all customers to be able to pay online will encourage prompt payments and reduce phone calls.
2. Parking permit management will be included in a central system that will allow for Finance and Police to be able to better manage this process. It is becoming more important for the permit process to be automated and centralized with the increased emphasis that has been placed on parking in the Town over the past several years.
3. Better reporting that is built on the entire parking system process. The reporting will be native to the entire system and allow access to more data for better statistics and analysis. Reporting on data from a single system verses multiple systems is key to better management because the data is truly integrated and not pieced together with various interfaces and third party software.
4. Software designed to interface dynamically with new ticket writing handhelds will make the ticket writing process more efficient. Taking the manual process out of the transfer of data to and from the handhelds will make the process more reliable. Having a single software system that includes the handhelds as part of the system is the key to bringing together the financial and the parking enforcement process of parking management.
5. Integration with the Town's GIS system will provide better analysis of the data that is available. The new ticket management system would be able to incorporate data from the GIS system into the management of the parking tickets and parking spaces. The parking management system could then interface usage data back into the GIS system for better reporting and analysis.
6. New software will provide up to date interfaces with the State DMV which will provide better collection information along with registration stops. The ability to interface a newer software system with the State's systems will allow quicker and more reliable information sharing.

FUNDING/FISCAL IMPACT

This parking ticket management software approval is targeted for September 2013 and the funding will come from the fiscal year 2013 general fund contingency. If for some reason the process cannot be completed by the September 2013 Council meeting, funding from fiscal year 2014 general fund contingency may have to be considered. The total amount for this procurement will not exceed \$150,000. The purchase of the ticket writing handhelds will come from the Information Systems fiscal year 2013 Equipment Replacement fund budget.

cc: Kirk Blouin, Director of Public Safety
H. Paul Brazil, Director of Public Works
Jane Struder, Director of Finance
Rick Howe, Major, Police Department
Eric Brown, Assistant Director of Public Works
Amy Wood, Accounting Supervisor, Finance
Rachel Houston, Manager, Code Enforcement and Parking

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Ordinances - Second Reading

Agenda Title

ORDINANCE NO. 2-2013 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 106, Streets, Sidewalks and Other Public Places, Article VII, Special Events on Public Property, Division 2, Permit, by Amending Section 106-282(c)(14) Relating to Application Fee and Providing for a Fee for a Late Filing; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Presenter

Susan A. Owens, Town Clerk

Supporting Documents

- Ordinance No. 2-2013

ORDINANCE NO. 2-2013

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 106, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES, ARTICLE VII, SPECIAL EVENTS ON PUBLIC PROPERTY, DIVISION 2, PERMIT, BY AMENDING SECTION 106-282(c)(14) RELATING TO APPLICATION FEE AND PROVIDING FOR A FEE FOR A LATE FILING; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 106, Street, Sidewalks and Other Public Places; Article VII, Special Events on Public Property, Division 2, Permit, by amending Section 106-282(c)(14) to read as follows:

Sec. 106-282 Application.

(c) (14) An administrative processing fee and, in the event of a late filing a late filing fee, in accordance with the fee schedule adopted by the Town Council by Resolution as may be amended from time to time.

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 7th day of May, 2013, and for second and final reading on this 11th day of June, 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Council President

Robert Wildrick, Council President Pro Tem

William J. Diamond, Council Member

Richard M. Kleid, Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Council Member

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TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Ordinances - Second Reading

Agenda Title

ORDINANCE NO. 3-2013 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 18, Buildings and Building Regulations, to Include a New Article XVII, Archaeological Review, Providing for an Archaeological Assessment Prior to the Issuance of Any Permits for Demolition, Excavations, Tree Removal, or Other Ground Disturbing Activities as Required by Florida State Statute 872.05, as Amended, and the Town's Comprehensive Plan; 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

Supporting Documents

- Ordinance No. 3-2013
- Map

ORDINANCE NO. 3-2013

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS, TO INCLUDE A NEW ARTICLE XVII, ARCHAEOLOGICAL REVIEW, PROVIDING FOR AN ARCHAEOLOGICAL ASSESSMENT PRIOR TO THE ISSUANCE OF ANY PERMITS FOR DEMOLITION, EXCAVATIONS, TREE REMOVAL, OR OTHER GROUND DISTURBING ACTIVITIES AS REQUIRED BY FLORIDA STATE STATUTE 872.05, AS AMENDED, AND THE TOWN'S COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 18, Buildings and Building Regulations to include a new Article XVII, Archaeological Review, to read as follows:

"ARTICLE XVII. ARCHAEOLOGICAL REVIEW

Sec. 18-1020. Requirements for known or potential archaeological sites.

Pursuant to the Town's Comprehensive Plan and to maintain compliance with the requirements of Florida State Statutes (872.05 as amended), an archaeological assessment is required for known archaeological sites and/or potential archaeological sites (identified on the Town's Archaeological Map, as amended). That assessment (Phase 1 or reconnaissance level) will result in a report presented to the Planning, Zoning & Building Department prior to the issuance of any permits for demolition (below ground), excavations, tree removal, or other ground disturbing activities. Based on the assessment report, a determination will be made by the Planning, Zoning & Building Director, or the Director's designee, as to whether monitoring and/or additional testing (Phase II) needs to be done. In some cases a Phase II assessment may be required based on a site's potential or known significance. A Phase III assessment is required only if something highly significant is found, such as human remains. If human remains are uncovered, they are subject to Florida's Unmarked Human Graves Act, and should be avoided if possible. If that

is not feasible, then they should be reinterred in a secure part of the property under the coordination of the consultant archaeologist and tribal representative.”

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 7th day of May, 2013, and for second and final reading on this 11th day of June, 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, President Pro Tem

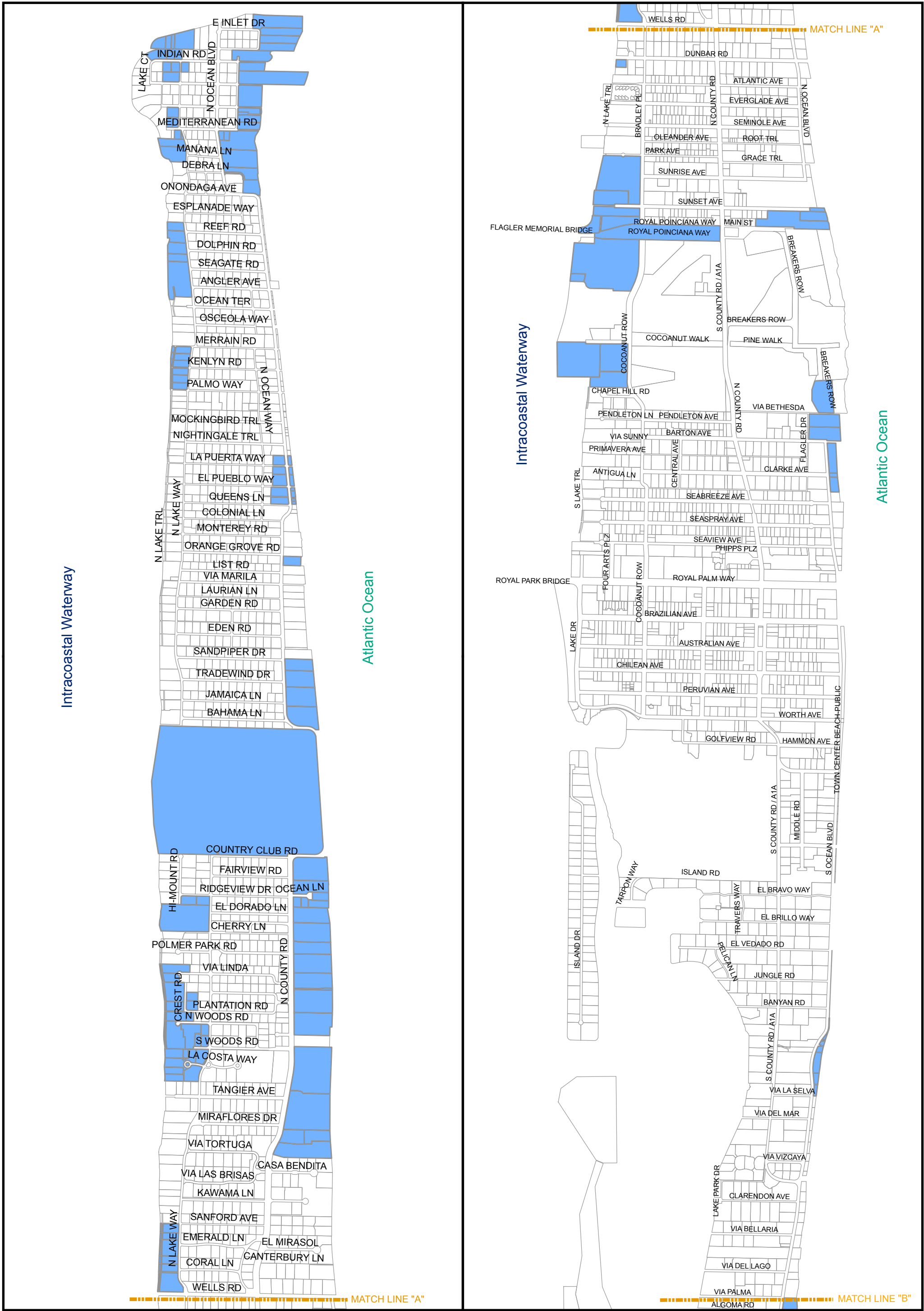
William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

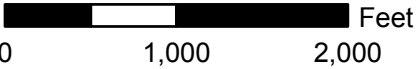
Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

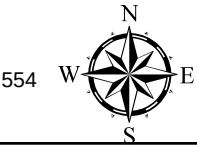


TOWN OF PALM BEACH

ARCHAEOLOGICAL SITES

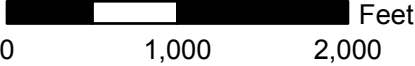


Map Created: Sept. 21, 2009
By: J.D. Donta
Town of Palm Beach
Planning, Zoning & Building Department
(561) 838-5430
Email: pzb@townofpalmbeach.com
Website: palmbeach.govoffice.com

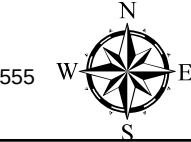




TOWN OF PALM BEACH
ARCHAEOLOGICAL SITES



Map Created: Dec. 09, 2009
By: J.D. Donta
Town of Palm Beach
Planning, Zoning & Building Department
(561) 838-5430
Email: pzb@townofpalmbeach.com
Website: palmbeach.govoffice.com



TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Ordinances - Second Reading

Agenda Title

ORDINANCE NO. 4-2013 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

Supporting Documents

- Ordinance No. 4-2013

ORDINANCE NO. 4 - 2013

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	\$	383.00
ACCOUNTANT, AUDITOR, C.P.A. FIRM (Includes One Professional)	\$	383.00
ACCOUNTANT, AUDITOR, C.P.A.	\$	383.00
ADULT ENTERTAINMENT	\$	1,105.00
ADMINISTRATIVE OFFICE	\$	310.00
ANSWER PHONE (Support Business Services)	\$	383.00
APARTMENTS, (See RENTAL DWELLINGS)		
ARCHITECT	\$	383.00
ART GALLERY, UP TO 400 SQ. FT	\$	162.00

ART GALLERY, 401 - 2,000 SQ. FT	\$ 383.00
ART GALLERY, 2,001 - 4,000 SQ. FT	\$ 442.00
ART GALLERY, 4,001 - 8,000 SQ. FT	\$ 883.00
ART GALLERY, OVER 8,000 SQ. FT	\$ 1,327.00
ARTIST	\$ 294.00
ASTROLOGER, PHRENOLOGIST, CRYSTAL READING, PALM READER, SOOTHSAYER, FORTUNE TELLER AND CLAIRVOYANT	\$ 401.00

B

BAKERY	\$ 190.00
BANK, TRUST COMPANY	\$ 1,107.00
BARBER	\$ 146.00
BARBER, SHOP (Includes One Barber)	\$ 146.00
BEAUTY SHOP (See COSMETOLOGY SALON)	
BICYCLE SHOP, RENTALS	\$ 146.00
BICYCLE SHOP, SALES (See MERCHANTS)	
BOAT DEALER (Yacht Broker)	\$ 294.00
BROADCASTING STATION (Radio Or TV)	\$ 426.00
BROKER	\$ 383.00
BROKERAGE/INVESTMENT COMPANY (Includes One Broker)	\$ 1,107.00
BUSINESS OFFICE ONLY (Two People Maximum)	\$ 191.00

C

CAR RENTAL AGENCY	\$ 589.00
CATERING	\$ 191.00
CHIROPRACTOR	\$ 383.00
COIN-OPERATED MACHINES (Inside, Exclusive Of Newsracks)	\$ 102.00
CONSULTANT	\$ 383.00
CONTRACTOR OFFICE (Construction)	\$ 426.00
COSMETOLOGIST, INDIVIDUAL	\$ 146.00
COSMETOLOGY SALON (Includes One Cosmetologist)	\$ 146.00

D

DANCE INSTRUCTOR	\$	191.00
DANCE STUDIO/SCHOOL	\$	383.00
DENTIST	\$	383.00
DINING ROOM, 40 CHAIRS OR LESS (Hotel, Business, Etc.)	\$	191.00
PLUS, FOR EACH CHAIR UP TO 40	\$	3.00
DINING ROOM, OVER 40 CHAIRS (Hotel, Business, Etc.)	\$	383.00
PLUS, FOR EVERY CHAIR	\$	3.00
DINING, CLUB (See DINING ROOM)		

E

ELECTRIC LIGHT COMPANY	\$	332.00
EMPLOYMENT AGENCY	\$	383.00
ENGINEER	\$	383.00

F

FACIALIST, REGISTERED (FA) OR SPECIALIST (FB)	\$	44.00
FULL SPECIALIST	\$	44.00
FULL REGISTRATION	\$	44.00

G

GAS COMPANY	\$	332.00
GOLF COURSE	\$	426.00

H

HEALTH STUDIO	\$	383.00
HOTEL, 10 ROOMS OR LESS	\$	58.00
HOTEL, MORE THAN 10 ROOMS	\$	58.00
PLUS EACH ADDITIONAL ROOM	\$	7.00

I

INSURANCE BROKER, COMPANY/AGENCY	\$	383.00
INSURANCE SALESPERSON	\$	191.50
INTERIOR DECORATOR	\$	383.00
INTERIOR DESIGNER	\$	383.00

J

JEWELER	\$	664.00
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L

LAW FIRM (Includes One Lawyer)	\$	383.00
LAWYER	\$	383.00

M

MASSAGE THERAPIST, INDIVIDUAL	\$	383.00
MASSAGE ESTABLISHMENT (Includes One Massage Therapist)	\$	383.00
MERCHANT, UP TO 400 SQ. FT.	\$	162.00
MERCHANT, 401 - 2,000 SQ. FT.	\$	383.00
MERCHANT, 2,001 - 4,000 SQ. FT.	\$	442.00
MERCHANT, 4,001 - 8,000 SQ. FT.	\$	883.00
MERCHANT, OVER 8,000 SQ. FT.	\$	1,327.00
MORTGAGE BROKER	\$	383.00
MORTGAGE COMPANY	\$	383.00
MOTOR SCOOTER AND MOTORCYCLE RENTAL	\$	1,196.00
MUSIC SERVICE	\$	383.00

N

NAIL REGISTRATION (FV) OR NAIL SPECIALIST (FT)	\$	44.00
NEWSPAPER - SEE PUBLISHER		
NIGHTCLUB WITH DANCE FLOOR	\$	1,105.00
NIGHTCLUB WITHOUT DANCE FLOOR	\$	723.00
NURSE	\$	383.00
NURSING AGENCY (Includes One Nurse)	\$	383.00

Q

OPTICIAN	\$	383.00
OPTOMETRIST	\$	383.00

P

PARKING GARAGE	\$	383.00
PARKING LOT (See Chapter 22, Article VI, Parking Lots For Further Provisions)	\$	191.00
PHARMACIST (Individual)	\$	383.00
PHARMACY (Includes One Pharmacist)	\$	383.00
PHOTOGRAPHER	\$	191.00
PHYSICIAN	\$	383.00
PRINTING COMPANY	\$	383.00
PROFESSION NOT LISTED	\$	383.00
PROPERTY MANAGEMENT	\$	191.00
PUBLIC RELATIONS	\$	383.00
PUBLISHER	\$	383.00

R

REAL ESTATE BROKER	\$	383.00
RENTAL DWELLINGS, PER UNIT (Minimum Two Units)	\$	37.00
REPAIR SHOP (Other Than Auto)	\$	383.00
RESTAURANT, 40 CHAIRS OR LESS	\$	191.00
PLUS, FOR EVERY CHAIR UP TO 40	\$	3.00
RESTAURANT, MORE THAN 40 CHAIRS	\$	383.00
PLUS, FOR EACH CHAIR	\$	3.00

S

SAVINGS AND LOAN ASSOCIATION	\$	1,107.00
SCHOOL, PRIVATE	\$	383.00
SECURITY AGENCY, PRIVATE (Includes One Security Officer)	\$	191.00
SECURITY OFFICER, PRIVATE	\$	29.00

SERVICE STATION (Includes Auto Repair)	\$	426.00
SERVICES, UNLISTED	\$	191.00
SWIMMING POOLS, PUBLIC	\$	383.00

T

TALENT AGENCY	\$	383.00
TAXICABS, EACH COMPANY OR STAND	\$	294.00
TELECOMMUNICATIONS COMPANY (Formerly Telegraph)	\$	332.00
TELEPHONE COMPANY	\$	332.00

Nothing in this chapter will be construed as requiring a license tax for coin-operated telephones

THEATER	\$	1,327.00
PLUS EACH SEAT	\$	2.00
TRAVEL BUREAU/AGENCY	\$	383.00
TRUST AGENCY	\$	1,107.00

U

UNCLASSIFIED BUSINESS NOT LISTED	\$	310.00
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V

VETERINARIAN	\$	383.00
VETERINARIAN ESTABLISHMENT	\$	383.00

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 7th day of May, 2013, and for second and final reading on this 11th day of June, 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Ordinances - First Reading

Agenda Title

ORDINANCE NO. 7-2013 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 82 of the Town Code of Ordinances Relating to Personnel, at Article II, Employee Benefits, Division 2, Retirement System, Amending Subdivision I, in General, by Amending Section 82-57, Board of Trustees; Administrative Duties; Investment of Retirement System Assets; Amending Subdivision IV, Police Officers, by Creating a New Section 82-127, Chapter 185 Share Plan; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Presenter

Danielle Olson, Director of Human Resources

Supporting Documents

- Memorandum from William P. Hanes, Administrator for Retirement System Board of Trustees, dated June 4, 2013
- Ordinance No. 7-2013
- Actuarial Cost Estimate dated May 30, 2013
- Letter from Lewis Longman & Walker, P.A.

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: William P. Hanes, Administrator for Retirement System Board of Trustees

Re: Amendment to Section 82-57 (Authorized Investments) and creation of a new Section 82-127(Police Share Plan)
Ordinance No. 7-2013

Date: June 4, 2013

BOARD RECOMMENDATION

The Town of Palm Beach Retirement System Board of Trustees recommends that Town Council adopt the proposed ordinance amending section 82-57 to authorize alternative investments by the board of trustees, and creating a new section 82-127 to establish a “share plan” for eligible police officers (providing for the distribution of accumulated excess premium tax monies to eligible police officers in accordance with Chapter 185, Florida Statutes).

GENERAL INFORMATION

The Town of Palm Beach Retirement System Board of Trustees has adopted a model investment allocation and policy that authorizes investment in alternative classes of assets. State law at Chapter 112 requires that alternative investments be authorized by ordinance.

Florida Statute Chapter 185 provides for the establishment of a “share plan” for police officers to distribute excess accumulated premium tax monies to eligible police officers. The program must receive a vote from the eligible Police Officers, and by majority vote the Town’s Police Officers voted in favor of the proposed program.

FUNDING/FISCAL IMPACT

The actuary has determined that the cost impact of passage of the proposed amendments will be de minimis (attached).

TOWN ATTORNEY REVIEW

The ordinance and proposed amendment to 82-57 and creation of 82-127 has been reviewed and approved by the Town of Palm Beach Retirement System Attorney Jim Linn for legal form and sufficiency. Mr. Linn has submitted a letter dated May 31, 2013 for the record (attached).

cc: Raymond Snow, Chairman
C. Gerald Goldsmith, Chairman Pro Tem

James McCartney Wearn, Secretary
Robert Garvy, Board Member
Wilbur Ross, Board Member
Brett Madison, Board Member
John Cuomo, Board Member
Peter Elwell, Town Manager
Danielle Olson, Director of Human Resources
Jane Struder, Director of Finance

ORDINANCE NO. 7-2013

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 82 OF THE TOWN CODE OF ORDINANCES RELATING TO PERSONNEL, AT ARTICLE II, EMPLOYEE BENEFITS, DIVISION 2, RETIREMENT SYSTEM, AMENDING SUBDIVISION I, IN GENERAL, BY AMENDING SECTION 82-57, BOARD OF TRUSTEES; ADMINISTRATIVE DUTIES; INVESTMENT OF RETIREMENT SYSTEM ASSETS; AMENDING SUBDIVISION IV , POLICE OFFICERS, BY CREATING A NEW SECTION 82-127, CHAPTER 185 SHARE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 82, Personnel; Article II, Employee Benefits; Division 2, Retirement System; Subdivision I, In General; Section 82-57, Board of trustees; administrative duties; investment of retirement system assets, subsection (i), to read as follows:

Sec. 82-57. - Board of trustees; administrative duties; investment of retirement system assets.

* * *

- (i) The board shall direct the investment of retirement system assets in accordance with the following provisions:
 - (1) The board shall adopt an investment policy in accordance with F.S. § ~~112.661~~~~218.415~~, and shall regularly review, evaluate and, if deemed in the best interest of the retirement system, revise the investment policy, subject to the approval of the town council.
 - (2) In exercising its discretionary authority with respect to the management of the moneys and assets of the retirement system, the board shall exercise the care, skill, prudence and diligence under the circumstances then prevailing, that a person of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of like character and with like aims.
 - (3) The board shall have full power and authority to invest and reinvest the moneys and assets held for the benefit of the members, retirants and beneficiaries of the system,

subject to all terms, conditions, limitations and restrictions imposed by law on the investments of public employee retirement system assets, and subject to investment policy adopted by the board.

- (4) The board may invest in securities of, or other interests in, any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, 15 USC 80A-1 et seq., and in such other investments authorized by law and by the board's investment policy, including alternative investments.
- (5) The board shall retain an independent consultant professionally qualified to advise the board on all investment matters and evaluate the performance of professional money managers. The independent consultant shall assist the board in developing and revising its investment policy, and make recommendations regarding the selection of money managers. These recommendations shall be considered by the board at its meetings.

Section 2. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 82, Personnel; Article II, Employee Benefits; Division 2, Retirement System; Subdivision I, In General; by creating a new Section 82-127, Police share plan, to read as follows:

Sec. 82-127. – Police share plan.

- (a) A supplemental “share plan” is hereby created for Town of Palm Beach police officers in accordance with this section. The supplemental retirement benefit shall consist of an individual share account for each active police officer, including DROP participants, employed on May 1, 2012. The supplemental retirement benefit shall be funded solely by accumulated excess premium tax revenues received by the Town pursuant to Chapter 185, Florida Statutes. The total amount of premium tax revenues to be allocated to the participants’ share accounts as provided herein is \$118,579, which is the accumulated excess premium tax revenues in the pension fund as of September 30, 2012. Participants’ share accounts will be credited and distributed as follows:

- (1) Crediting of Excess Premium Tax Revenues: No later than 120 days after the adoption of this Ordinance, the share account of each active police officer and DROP participant on the Town’s payroll as of May 1, 2012 shall be credited as follows. Each member who was employed as a police officer on May 1, 2012 shall receive one share for each complete month of credited service earned from date of hire through April 30, 2012. The total number of shares thus determined shall be divided into the total amount of premium tax revenues to be allocated to derive the value of each member’s share.
- (2) Distribution of Share Account Balance to Eligible Members. Each member who receives a share account allocation and is employed by the Town on the date of distribution shall

receive payment from the Town equal to their share account balance. Employees who wish to defer taxes on their share account payment may defer an amount equal to their share account payment to the 457 plan, and will be able to invest the share plan proceeds in the investment options provided through the 457 plan. Members who receive a share account allocation and are not employed by the Town on the date of distribution shall receive their share account balance in a cash payment, subject to withholding of applicable taxes and penalties in accordance with federal law, or may elect to roll over all or a portion of the distribution to an IRA or other qualified plan in accordance with section 82-72.

(b) Effective October 1, 2013, the member contributions of police officer members shall be increased by a percentage of compensation equal to the dollar amount of distributions made by the Town pursuant to paragraph (2) above. Immediately following the increase in member contributions of police officer members, the member contributions of police officer members shall be reduced to the level in effect prior to the increase, such that there is no change in the member contribution rate. The reduction in member contributions of police officer members shall be funded by application of accumulated excess premium tax revenues in the pension fund, with the result that the Town's required annual contribution for the 2013-14 plan year shall be reduced by an amount equal to the amount of accumulated excess premium tax revenues used to fund the reduction in member contributions of police officer members.

Section 3. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 4. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 5. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 11th day of June 2013, and for second and final reading on this _____ day of _____, 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

TOWN OF PALM BEACH RETIREMENT SYSTEM

ACTUARIAL COST ESTIMATE, MAY 30, 2013

Data and Actuarial Assumptions

The data and actuarial assumptions used for the cost estimate were the same as those used for the September 30, 2012 actuarial valuation, except as noted.

Description of Amendments

Ordinance No. 7-2013:

- Amend section 82-57 so that the Board is authorized to invest System assets in alternative classes of assets.
- Create section 82-127 to provide a supplemental share plan for police officers employed on May 1, 2012.

Contribution Implications of the Amendments

The effect of the proposed changes on contributions and obligations is de minimis.



Brad Lee Armstrong, ASA, MAAA, EA [11-5614]



REPLY TO: TALLAHASSEE

May 31, 2013

John C. Randolph, Esquire
Jones Foster Johnson & Stubbs, P.A.
505 South Flagler Drive
Suite 1100
West Palm Beach, FL 33401

Re: Ordinance No. 7-2013 (Town of Palm Beach Retirement System)

Dear John:

I have reviewed proposed Ordinance 7-2013, and have determined it to be legally sufficient.

Please let me know if you need anything further.

Sincerely,

James W. Linn

JWL/es

Enclosures

See Things Differently

BRADENTON
101 Riverfront Boulevard
Suite 620
Bradenton, Florida 34205

p | 941-708-4040 • f | 941-708-4024

JACKSONVILLE
245 Riverside Avenue
Suite 150
Jacksonville, Florida 32202

p | 904-353-6410 • f | 904-353-7619

TALLAHASSEE
315 South Calhoun Street
Suite 830
Tallahassee, Florida 32301

p | 850-222-5702 • f | 850-224-9242

WEST PALM BEACH
515 North Flagler Drive
Suite 1500
West Palm Beach, Florida 33401

p | 561-640-0820 • f | 561-640-8202

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Ordinances - First Reading

Agenda Title

Conflicts of Interest

ORDINANCE NO. 8-2013 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 18, Buildings and Building Regulations; Article III, Architectural Review; Division 2, Architectural Commission, at Section 18-170, Conflicts of Interest, to Define Excessive Conflicts of Interest as Five or More Conflicts in Any One Calendar Year; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

ORDINANCE NO. 9-2013 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 54, Historical Preservation; Article II, Landmarks Preservation; Section 54-38, Removal Provisions, to Define Excessive Conflicts of Interest as Five or More Conflicts of Interest in Any One Calendar Year; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

ORDINANCE NO. 10-2013 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 2, Administration; Article V, Code Enforcement; Division 2, Code Enforcement Board, at Section 2-402, to Provide for Term Limits of Two Consecutive Three Year Terms; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Presenter

John C. Randolph, Town Attorney

Supporting Documents

- Memorandum dated May 17, 2013, from John C. Randolph, Town Attorney
- Ordinance No. 8-2013 (Architectural Commission)
- Ordinance No. 9-2013 (Landmarks Commission)
- Ordinance No. 10-2013 (Code Enforcement Board)

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: John C. Randolph, Town Attorney

Re: Ordinance No. 8-2013 - Amending Section 18-170 (ARCOM)
Ordinance No. 9-2013 - Amending Section 54-38 (Landmarks Commission)
Ordinance No. 10-2013 - Amending Section 2-402 (Code Enforcement)

Date: May 17, 2013

STAFF RECOMMENDATION

It is recommended that the Town Council approve Ordinance Nos. 8-2013, 9-2013, and 10-2013.

GENERAL INFORMATION

The Town Council gave consideration to the recommendation of the Ordinance Rules and Standards Committee as it relates to increasing the definition of excessive conflicts for the Architectural Commission and the Landmarks Preservation Commission from three to five in any one calendar year. The attached Ordinances amend Section 18-170 of the Architectural Commission Ordinance and Section 54-38 of the Landmarks Preservation Commission Ordinance so as to effectuate such change.

In addition, the Town Council approved the recommendation of the Ordinance Rules and Standards Committee to establish term limits for members of the Code Enforcement Board in the same manner as term limits are set for other boards and commissions of the Town. Therefore, Section 2-402 of the Town Code relating to the Code Enforcement Board has been amended to provide that Code Enforcement Board members shall not be appointed for more than two consecutive three year terms as set forth in the proposed Ordinance.

Attachments

ORDINANCE NO. 8-2013

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 18, BUILDINGS AND BUILDING REGULATIONS; ARTICLE III, ARCHITECTURAL REVIEW; DIVISION 2, ARCHITECTURAL COMMISSION, AT SECTION 18-170, CONFLICTS OF INTEREST, TO DEFINE EXCESSIVE CONFLICTS OF INTEREST AS FIVE OR MORE CONFLICTS IN ANY ONE CALENDAR YEAR; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 18, Buildings and Building Regulations; Article III, Architectural Review; Division 2, Architectural Commission; Section 18-170, to read as follows:

“Sec. 18-170. Conflicts of interest

(a) If excessive conflicts of interest arise during any one calendar year, the architectural commission member shall be automatically removed from the commission. Excessive conflicts of interest are defined as ~~three~~five or more conflicts of interest in any one calendar year. Continuing conflicts of interest on a single application, once declared, shall not be counted as additional conflicts of interest. This rule shall apply from the date of adoption to the end of the ~~2009~~2013 calendar year and shall be applicable, thereafter, on a calendar year basis.

(b) If a member of the commission has a conflict of interest resulting from that member or the member's firm representing an applicant before the commission, it shall be the duty and obligation of the member having the conflict to comply with the following requirements:

- (1) Notification of the conflict of interest shall be noted on the application form at the time of the submission of the application. The conflict will be identified on the commission agenda.

- (2) The member having the conflict of interest shall not participate in the discussion and shall leave the chamber until the item is concluded.
- (3) The member having the conflict shall not present the project to the commission, except in a case where the commission member is a sole practitioner who is unable to represent a client through an associate.”

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 11th day of June 2013, and for second and final reading on this ____ day of _____, 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

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ORDINANCE NO. 9-2013

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 54, HISTORICAL PRESERVATION; ARTICLE II, LANDMARKS PRESERVATION; SECTION 54-38, REMOVAL PROVISIONS, TO DEFINE EXCESSIVE CONFLICTS OF INTEREST AS FIVE OR MORE CONFLICTS OF INTEREST IN ANY ONE CALENDAR YEAR; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 54 Historical Preservation; Article II, Landmarks Preservation Commission; Section 54-38, to read as follows:

“Sec. 54-38. Removal provisions; absences; conflicts of interest.

(a) All members of the commission, including alternates, serve at the pleasure of the town council and may be removed from the commission with or without cause. Members of the commission shall be automatically removed for lack of attendance, which is defined as failure to attend three regularly scheduled meetings in any one calendar year. Excused absences due to illness, a death in the family, religious holidays and requirements of legal process shall not constitute lack of attendance. The member shall notify the director of planning, building and zoning office in writing of the board member's intended absence at least seven business days prior to the regularly scheduled meeting. Failure to do so, absent an emergency which prevents timely notice, will cause the absence to be unexcused. Excused absences shall be entered into the minutes at the next regularly scheduled meeting of the commission after the absence. A member may petition the town council, in the event of extenuating circumstances, to excuse an absence otherwise not automatically excused pursuant to the provisions of this article.

(b) In the event of excessive conflicts of interest during any one calendar year, the commission member shall be automatically removed from the commission by the town council or, in the event of excessive

conflicts of interest during any one term, a commission member may not be reappointed to a successive term. Excessive conflicts of interest are defined as ~~three~~^{five} or more conflicts of interest in any one calendar year. Continuing conflicts of interest on a single application, once declared, shall not be counted as additional conflicts of interest. This rule shall apply from the date of adoption to the end of the ~~2009~~²⁰¹³ calendar year and shall be applicable, thereafter, on a calendar year basis.

(c) If a member of the commission has a conflict of interest resulting from that member or the member's firm representing an applicant before the commission, it shall be the duty and obligation of the member having the conflict to comply with the following requirements:

- (1) Notification of the conflict of interest shall be noted on the application form at the time of the submission of the application. The conflict will be identified on the commission agenda.
- (2) The member having the conflict of interest shall not participate in the discussion and shall leave the chamber until the item is concluded.
- (3) The member having the conflict shall not present the project to the commission, except in a case where the commission member is a sole practitioner who is unable to represent a client through an associate."

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 11th day of June 2013, and for second and final reading on this ____ day of _____, 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

ORDINANCE NO. 10-2013

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 2, ADMINISTRATION; ARTICLE V, CODE ENFORCEMENT; DIVISION 2, CODE ENFORCEMENT BOARD, AT SECTION 2-402, TO PROVIDE FOR TERM LIMITS OF TWO CONSECUTIVE THREE YEAR TERMS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 2, Administration; Article V, Code Enforcement; Division 2, Code Enforcement Board, Section 2-402, to read as follows:

“Sec. 2-402. Terms; removal provisions; absences; conflicts of interest.

(a) In order that terms of office of all members of the enforcement board will not expire at the same time, the initial appointments to the board shall be staggered. Thereafter, members shall be appointed for terms of three years. A member of the code enforcement board shall not be appointed for more than two consecutive three year terms, but shall be eligible for reappointment upon the lapse of nine months after the expiration of the member's second consecutive three year term. For members who have already served two three year terms upon the date of the adoption of this code, they may serve one additional three year term. The town council has the ability to waive this term limitation in the event the town council determines that it is necessary to extend the term in order to maintain the required number of persons on the code enforcement board.

(b) All members of the code enforcement board, including alternates, serve at the pleasure of the town council and may be removed from the board with or without cause. Members of the board shall be automatically removed for lack of attendance. Lack of attendance is defined as failure to attend three regularly scheduled meetings in any one calendar year. Excused absences due to illness, a death in the family, religious holidays and requirements of legal process shall not constitute

lack of attendance. The member shall notify the office of the chief of police in writing of the board member's intended absence at least seven business days prior to the regularly scheduled meeting. Failure to do so, absent an emergency which prevents timely notice, will cause the absence to be unexcused. Excused absences shall be entered into the minutes at the next regularly scheduled meeting of the board after the absence. A member may petition the town council, in the event of extenuating circumstances, to excuse an absence otherwise not automatically excused pursuant to the provisions of this section.

(c) In the event of excessive conflicts of interest during any one calendar year, the board member shall be automatically removed from the board. Excessive conflicts of interest are defined as three or more conflicts of interest in any one calendar year. Continuing conflicts of interest on a single application once declared shall not be counted as additional conflicts of interest. This rule shall apply from the date of adoption to the end of the 2009 calendar year and shall be applicable, thereafter, on a calendar year basis."

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 11th day of June 2013, and for second and final reading on this _____ day of _____, 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: June 11, 2013

Section of Agenda

Ordinances - First Reading

Agenda Title

Rescission of Planning and Zoning Commission.

ORDINANCE NO. 11-2013 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 2, Administration, of the Town Code of Ordinances, at Article IV, Boards and Commissions, by Rescinding Division 2, Planning and Zoning Commission, Sections 2-326 Through 2-344 in Their Entirety So as to Rescind the Ordinance Creating the Planning and Zoning Commission; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

ORDINANCE NO. 12-2013 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 86, Planning, Article II, Comprehensive Planning, Division 2, Local Planning Agency, Section 86-51, So as to Designate the Town Council as the Local Planning Agency for the Town Pursuant to and in Accordance with Florida Statute Section 163.3174; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Presenter

John C. Randolph, Town Attorney

Supporting Documents

- Memorandum dated June 3, 2013, from John C. Randolph, Town Attorney
- Memorandum dated June 3, 2013, from John S. Page, Director of Planning, Zoning, and Building
- Ordinance No. 11-2013
- Ordinance No. 12-2013
- Letter dated June 2, 2013, from Bob Wright, Palm Beach Civic Association
- Statement dated June 11, 2013, from Martin I. Klein
- Letter dated May 29, 2013, from Terry Allen Kramer

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: John C. Randolph, Town Attorney

Re: Ordinance No. 11-2013 - Rescinding Planning and Zoning Commission
Ordinance No. 12-2013 - Naming Town Council the Local Planning Agency

Date: June 3, 2013

STAFF RECOMMENDATION

It is recommended, after discussion and input, that the Town Council give consideration to the adoption on first reading of Ordinance No. 11-2013 providing for the rescission of the ordinance creating the Planning and Zoning Commission, and Ordinance No. 12-2013 providing for an amendment naming the Town Council as the Local Planning Agency pursuant to and in accordance with Florida Statute 163.3174.

GENERAL INFORMATION

The two ordinances attached hereto have been prepared at the direction of the Town Council in order that the Town Council may give consideration, after input from the public, from staff, and from other interested parties.

Ordinance No. 11-2013 amends Chapter 2, Article IV of the Town Code relating to Boards and Commissions, by rescinding Division 2, relating to the Planning and Zoning Commission, thereby eliminating the Planning and Zoning Commission. The elimination of this Commission would be based on the understanding that the Planning and Zoning Commission is advisory only to the Town Council and the Town Council would undertake the future consideration of most planning and zoning matters on its own. In special cases when the Town Council may determine it needs additional expertise or advice, the Town Council may appoint ad hoc committees to advise the Council in regard to such matters. We have not, at this point, proposed amendments to the Town's Zoning Code, some sections of which make references to the Planning and Zoning Commission. In the event, however, that the Town adopts Ordinance No. 11-2013 so as to eliminate the Planning and Zoning Commission and the duties undertaken by said Commission, thereby transferring said duties solely to the Town Council, housekeeping amendments would need to be

made to eliminate references to the Planning and Zoning Commission from those and other sections of the Town Code.

The second Ordinance, Ordinance No. 12-2013 is the ordinance designating and establishing the Town Council as the Local Planning Agency for the Town. This item has been prepared in a separate ordinance as it is an independent item which can be passed by the Town Council regardless of what decision is made in regard to the continuation or rescission of the Planning and Zoning Commission. The Town Council up until 2008 acted as the Town's Local Planning Agency. It was based upon a recommendation from the Planning and Zoning Commission that the Town Council designated the Planning and Zoning Commission as the Local Planning Agency at that time.

Attachments

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TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2013

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Potential Elimination of the Planning & Zoning Commission

Date: June 3, 2013

STAFF RECOMMENDATION

Staff recommends that the Town Council consider 1) designating itself as the Town's "Local Planning Agency" (LPA) and 2) dissolving the Planning & Zoning Commission. If either action is taken, then the Council should approve the corresponding Ordinances prepared by the Town Attorney.

GENERAL INFORMATION

The possibility of redesignating the Town Council as the Town's Local Planning Agency (a power that rested with the Council until its transfer to the Planning & Zoning Commission in 2008) and simultaneously dissolving the Planning & Zoning Commission was raised during the May 7, 2013 Town Council meeting. Mr. Wildrick noted that all work completed by the Commission occurs in the form of recommendations to the Town Council, that many issues deliberated by the Commission are then re-deliberated at Council meetings, and that local government could be streamlined if the Town Council absorbed Commission functions. Following discussion, a Town Council majority voted affirmatively to have the related Ordinances prepared for consideration in June and to hear public comments at that time.

Chapter 2, Administration, of the Palm Beach Code of Ordinances contains language establishing the Commission. The following sections are particularly relevant:

Section 2-326(c): "The commission shall be deemed to be, in all events and in all transactions, directly under the supervision of the town council, which shall have power to alter, modify or change any action or ruling of the commission."

Section 2-332: The town council shall make and alter rules and regulations for the organization and procedure of the planning and zoning commission; however, the planning and zoning commission may make such rules and regulations regarding the manner of conducting its meetings and other rules and regulations as are not in conflict with the rules and regulations made and prescribed by the town council."

Section 2-333: “The planning and zoning commission shall act in an advisory capacity to the town council in all matters relating to municipal planning and development.....”

COMMISSION HISTORY

The genesis of today’s Commission goes back to 1929. Staff found no reference to a commission in the 1921 Town Charter, but Zoning Ordinance Number One, passed and adopted by the Town Council on March 5, 1929, contains several references to the “Town Zoning Commission.” That original Zoning Ordinance contains a long purpose statement including many land use concepts that remain valid today. Language referring to the Zoning Commission places emphasis on the review and approval of... “plans, re-plans, plats or re-plats of land hereafter laid out in building lots and/or streets, alleys or other portion of the same intended to be dedicated to public use.” The Zoning Commission has been a part of Town government since that time (details of their work schedule follow in the next paragraphs). The Town Council changed its name to the “Planning and Zoning Commission” in 2004 at the request of the Commission, which was wanting to be more proactive with Town planning issues.

For multiple decades, upon until its name change in 2004, the Commission’s annual schedule was far more condensed than today’s norm. A defined “zoning season” existed, extending from November to April. This defined/restricted zoning season dates back to the time when a large percentage of local homeowners would leave Palm Beach after the winter months had passed. Local tradition dictated that critical decisions regarding land development would be limited to that time of year when homeowners were present in Town. Zoning Commission meetings were held once or twice a year during the “zoning season.” It was typical each spring for the Town Council to create a listing of “study items” to be considered for adoption. The identification of study items was multi-pronged. Although the Town Council itself was the primary source for identifying and deciding which items would be studied each year, input was also provided by the Commission, staff, and/or the public. The Council would review the array of potential study items, choose those that were of primary importance, approve any expenditure necessary for outside consulting services, and assign staff the responsibility for completing a report on each selected item. Staff, in conjunction with consultants when necessary, would collect data and prepare recommendations beginning in late spring and extending into fall. Results would typically be presented to the Commission in November. The Commission would typically finalize its recommendations to the Town Council in December, leaving the Council (also acting as the Local Planning Agency) time enough to consider recommendations, and conduct first and second Ordinance readings before the conclusion of the zoning season in April. Sometimes, a second Commission meeting was held in a particular zoning season, usually in February and usually with an abbreviated agenda.

The Commission began moving toward a more frequent meeting schedule starting in 2004. At the Commission’s request, the Council approved a name change from the Zoning Commission to the Planning & Zoning Commission. The zoning season was extended to commence one month earlier in October and to end one month later in May. More frequent meetings were held, still leaving the Council (also acting as the Local Planning Agency) time enough to consider

recommendations, and conduct first and second Ordinance readings before the conclusion of the zoning season in May.

In 2008, at the request of the Planning & Zoning Commission, the Council appointed the Commission as the Local Planning Agency (LPA). As required by State law, the principal role of the LPA is to conduct the comprehensive planning program and prepare the comprehensive plan or elements thereof for the Town. One year later in 2009, the long-standing “zoning season” was eliminated. Residency trends had evolved, the Town was widely viewed as a “year round community,” and the Council opted to discontinue the need to limit consideration of comprehensive plan and/or zoning issues to the traditional winter season months.

The changes of 2004, 2008 and 2009 have collectively resulted in today’s Commission routine. Staff has continued to identify and suggest necessary zoning changes, yet the annual scheduling that existed for multiple decades (confined to the zoning season) has spread throughout the year. Monthly meetings have become the norm. Although the Commission continues to work under the direction of the Council, it has assumed a more active role in identifying potential planning and zoning items to be studied for possible adoption. The current Commission is now in the process of identifying and narrowing a list of potential planning and zoning issues that will eventually be presented to the Council for approval. That list, still in deliberation at the Commission level, contains topics that have been previously studied by other Town entities in years past and/or extend to issues that affect the environment beyond Palm Beach. The listing has not been completed at the Commission level, and members understand it will be and must be approved by the Town Council before any work proceeds forward.

STAFF RESOURCES

Staffing resources in the Planning, Zoning & Building Department have remained unchanged during the past decade (as the Commission’s broader agenda and more frequent meeting schedule evolved). There is a fairly standard routine of activities necessary to support the Commission:

- Agenda preparation (monthly)
- Meeting materials preparation (monthly)
- Pre-meeting with Chair to discuss meeting/business details (monthly)
- Preparation of public notices (when business items so require)
- Distribution of meeting materials (monthly)
- Meeting attendance (3 persons – Director, Zoning Administrator, Secretary)
- Town Attorney consultation and meeting attendance (as deemed necessary)
- Preparation of meeting minutes (monthly)
- Phone consultations and/or meetings with individual commissioners/press (as needed)
- Inputting agendas and minutes to web site (monthly)
- Appointment letters, roster updating, attendance records, balloting, etc. (annually)

The amount of time devoted to these individual tasks can vary considerably. Meetings typically run 1.5 – 3 hours in length (exceptions obviously apply). It is conservatively estimated that no less than 65 hours of total staff time per month are devoted to the combination of activities noted

above, easily escalating to 130+ hours during the heaviest meeting months. It must be noted, however, that a portion of the work identified above must continue for the benefit of the Town Council whether the Commission exists or not. In order to arrive at a more accurate estimate of time, the estimated hours that would otherwise be devoted to completing these same tasks for the Town Council must be subtracted:

<u>Preparation</u>	<u>Range of Hours</u>
Planning & Zoning Commission Support Activities	65 – 130 monthly
<u>Minus Time Necessary to Provide Same To Council</u>	<u>32.5 – 40 monthly</u>
Net staff support required by Planning & Zoning Commission	32.5 – 90 hours monthly

Several final comments should be made about the quality of final recommendations that are delivered to the Town Council following review by the Commission. In most instances over a period of many years, Commission recommendations and staff recommendations sync with one another. There have been isolated instances when the two recommendations differ. When those relatively rare situations arise, staff delivers both recommendations to the Council for final deliberation. Staff will continue to present the Town Council with the best professional advice it can procure with or without a corresponding Commission recommendation. The Council will continue to be the final authority regarding Town planning and zoning activities with or without an advisory Commission (as presently structured or in a revised format). As presently structured, the Council meets twice each month on back-to-back days. Sufficient time is available on Wednesdays (the second meeting day when development review items are considered) for the Council to engage in more detailed review of Comprehensive Plan matters and potential zoning code changes. Therefore, this is purely a policy decision regarding whether the Town Council believes sufficient value is added by continuation of the Planning and Zoning Commission vis-à-vis the resources required to provide that additional layer of advisory review.

COMPREHENSIVE PLAN

State Statute 163.3174(1) reads as follows: “The governing body of each local government, individually or in combination as provided in s. 163.3171, shall designate and by ordinance establish a “local planning agency,” unless the agency is otherwise established by law.” The primary purpose of the LPA is to oversee a jurisdiction’s comprehensive planning process. The Town will continue to adhere to the State Statute as long as either the Commission or the Council is so established by Ordinance. Maintaining Commission LPA responsibility is optional if the Planning and Zoning Commission is retained; reassigning LPA responsibility to the Council is mandatory if the Commission is eliminated.

TOWN ATTORNEY REVIEW

Please see attached Memo and Ordinances provided under separate cover by Town Attorney John C. Randolph.

cc: Planning & Zoning Commissioners
John C. Randolph, Town Attorney

ORDINANCE NO. 11-2013

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 2, ADMINISTRATION, OF THE TOWN CODE OF ORDINANCES, AT ARTICLE IV, BOARDS AND COMMISSIONS, BY RESCINDING DIVISION 2, PLANNING AND ZONING COMMISSION, SECTIONS 2-326 through 2-344 IN THEIR ENTIRETY SO AS TO RESCIND THE ORDINANCE CREATING THE PLANNING AND ZONING COMMISSION; FURTHER AMENDING THE TOWN'S CODE OF ORDINANCES WHERE THE PLANNING AND ZONING COMMISSION IS REFERENCED TO REFERENCE THE TOWN COUNCIL; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in the interest of efficient government the Town Council has made a determination to rescind Division 2 of Chapter 2, Administration; Article IV, Boards and Commissions, of the Town Code of Ordinances, relating to the establishment of a Planning and Zoning Commission; and

WHEREAS, the Town Council has determined that because the Planning and Zoning Commission is advisory only to the Town Council, the Town Council can undertake the duties of the Planning and Zoning Commission; and

WHEREAS, the Town Council reserves the authority to appoint ad hoc committees to provide advice on particular matters in special cases that the Town Council determines require in-depth and/or special expertise.

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

Section 1. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 2, Administration; Article IV, Boards and Commissions; by rescinding Division 2, Planning and Zoning Commission, Sections 2-326 through 2-344, in its entirety.

Section 2. Any references to the Planning and Zoning Commission in the Town Code of Ordinances shall, upon adoption of this ordinance, be amended to reference the Town Council.

Section 3. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 4. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 5. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 11th day June 2013, and for second and final reading on this ____ day of _____, 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

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ORDINANCE NO. 12-2013

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 86, PLANNING, ARTICLE II, COMPREHENSIVE PLANNING, DIVISION 2, LOCAL PLANNING AGENCY, SECTION 86-51, SO AS TO DESIGNATE THE TOWN COUNCIL AS THE LOCAL PLANNING AGENCY FOR THE TOWN PURSUANT TO AND IN ACCORDANCE WITH FLORIDA STATUTE SECTION 163.3174; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council has determined that the Town Council itself should be designated and established as the Local Planning Agency for the Town of Palm Beach pursuant to and in accordance with Florida Statute Section 163.3174.

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

Section 1. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 86, Planning; Article II, Comprehensive Planning, Division 2, Local Planning Agency, Section 86-51 to read as follows:

“Sec. 86-51. Designation and establishment of local planning agency.

Pursuant to and in accordance with F.S. § 163.3174, the ~~town's planning and zoning commission~~ town council is hereby designated and established as the local planning agency for the incorporated territory 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 11th day June 2013, and for second and final reading on this ____ day of _____, 2013.

Gail L. Coniglio, Mayor

David A. Rosow, Town Council President

Robert N. Wildrick, President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Susan A. Owens, MMC, Town Clerk

Michael J. Pucillo, Town Council Member

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TOWN OF PALM BEACH

JUN 03 2013

Town Manager's Office

June 2, 2013

Mayor and Town Council
Town of Palm Beach
Palm Beach, Florida 33480

Re: Proposal to Eliminate the Palm Beach Planning and Zoning Commission

Dear Mayor and Town Council,

The Palm Beach Civic Association applauds the Mayor and Palm Beach Town Council for encouraging efficiency in local government. The recent proposal to eliminate the Town's Planning and Zoning Commission is a thoughtful attempt to streamline municipal operations.

While the Civic Association usually endorses measures to make government more effective, we respectfully urge the Town Council **not** to eliminate the Planning and Zoning Commission at this time. Here are our reasons:

1. Standing commissions play a vital role in our community. Residents who serve on commissions bring important perspectives to Town issues. Their informed opinions are extremely valuable in the decision-making process.
2. The Town Council should use the Planning and Zoning Commission to sort through complex zoning issues. We doubt if council members really want to wade into the zoning system's myriad details and technicalities.
3. Taking on primary responsibility for zoning would require a significant time commitment from Town Council members. The increased workload could discourage qualified residents from running for a council seat in the future.
4. Like us, most Town Council members are not zoning experts with zoning experience or background. Zoning commissioners can and should be appointed for their knowledge of zoning matters.

CHAIRMAN EMERITI

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Doyle Rogers
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Laurel Baker, PB Chamber of Commerce
Gregg Beletsky, Worth Avenue Association
Lewis Crampton, The Citizens' Assn of PB
John D. Mashek, Jr., The Preservation Foundation
Rebecca van der Bogert, Palm Beach Day Academy

5. The Town Council needs a Planning and Zoning Commission that is familiar with the Town's zoning history and procedures. A standing commission gains valuable wisdom and experience as it considers various zoning issues over time.
6. A Planning and Zoning Commission should serve as the Town Council's agent in redevelopment matters. Palm Beach is "built out," but the Town is aging and change is inevitable. Old buildings will give way to new projects requiring the time and attention of a standing zoning body.
7. The Planning and Zoning Commission provides an important setting for open discussion of controversial issues like Royal Poinciana Way and the Poinciana Plaza. In addition to the Town Council, the commission is one more channel for getting zoning issues in front of the community for full review.
8. A system of checks and balances is needed to prevent errors and unintended consequences in zoning decisions. Without a planning and zoning commission, three council members could select zoning issues unopposed and change major zoning regulations with two readings and little public input.

We believe the Town Council should consider managing the Planning and Zoning Commission more closely, limiting its function, and returning to a zoning season with no summer meetings. **We also believe the proposal to eliminate the Planning and Zoning Commission should not be discussed or acted upon during the summer when many residents are away.**



Bob Wright
Chairman and CEO

Statement of Martin I. Klein to the Town Council on the Need
To Retain the Town's Planning and Zoning Commission
June 11, 2013

I came away from last month's discussion on the future of the planning and zoning commission with mixed emotions.

While I respect tremendously Mr. Wildrick, and concur with his view that the commission can be more efficient, I believe there are better ways than abolishing it to remedy the perception that the commission needs greater efficiency.

Before addressing the solution, I want to mention briefly Tanner Rose, our chairman. As a prior chairman, and the longest serving member of the commission, I believe I have history and perspective. I nominated Tanner. I believe he is the right person for the job.

Every chairman puts his imprimatur on the commission and Tanner will be no different. At present, he is feeling his way. He lets people speak their mind. Some prior chairmen have been outspoken, directing the debate rather than letting members speak first and then trying to form a consensus.

We also have a very new commission. Many members have little history and some no land use experience. They too are feeling their way.

To some Tanner may appear indecisive; to me, he is being fair. Tanner will do a good job. The commission will continue to do a good job.

Criticism was voiced that the commission took far too long in dealing with the Royal Poinciana Way situation. That's a fair debate to have. I agree and have expressed that view in our meetings. However that doesn't justify disbanding the commission; it may justify the council's providing a bit more guidance. It may also require the council to be more vigilant in its appointment of members and in overseeing the commission's agenda and work.

It's also worth noting that on several occasions, the council rejected the advice of the commission on the Royal Poinciana issue. However I submit to you, as I said to councilman Pucillo, who did a wonderful job crafting a consensus that resulted in the proposed PUD5 recommendation, that the ultimate PUD5 product contains much from the work of the planning and zoning commission and the public hearings held by it.

By way of example, I am attaching a copy of the council backup memorandum from the meeting of May 13, 2009. The commission recommended a conceptual approach to incentive zoning which included, among other things, exceptional architecture, underground parking and public spaces. It also established 13 units per acre as the base

density (with a bonus density that concededly is higher than the current PUD5 proposal). While some may take the 4 year hiatus and argue that it makes the point that the commission is inefficient, I submit that it demonstrates the commission is thoughtful, deliberative, listens to the community and ultimately hashed out many competing concerns enabling councilman Pucillo and his committee to fashion a compromise proposal in a shorter time.

As the Mayor noted, the commission functioned as an outlet for the community to voice its opinion over the years.

Reference was made to the Town being almost fully developed which, in my opinion, supports rather than negates the need for the commission. The commission constantly studies the zoning code to make certain that our character is preserved and that we manage the change that inevitably comes.

Take one example. I remember when Paul Castro first came to us. The Town was also fully built out but we were concerned with the size of homes in the North End, and subsequently (and still) with combining of lots. We originally instituted a FAR or floor area ratio to govern size.

After a while we realized it didn't work well. We then adopted a CCR or cubic content ratio.

We then looked at the zoning districts and realized that certain ocean/lake front homes were different than the majority of the single story homes in the district.

This is the "meat and potatoes" work of the commission and it continues daily no matter what the development status of the town may be. It preserves our way of life for generations to come.

Reference was also made to certain "lists" of study items that some believe went beyond the traditional mandate of the commission. That is also fair debate. I did some research and permit me to quote some language:

This Ordinance of the Town of Palm Beach..for the purpose of
Providing adequate light and air...facilitating adequate provision of the
transportation of water, sewerage(sic) schools, parks and other requirements....".

This comes from the purpose clause of zoning ordinance number one dated March 1929, the oldest zoning ordinance I could locate although I believe others exist. So when, for example, Commissioner Wideman put on his list insuring adequate water supply, he was being consistent with 85 years of history although perhaps being perceived by some as out of the current mandate of the commission.

I suggested at our meeting that certain items being discussed were beyond the traditional purview of the commission and as to all items, we could suggest but it was the Council who established the annual study items for the commission.

Let me share with you my so-called "list" of proposed study items:

1. Review of existing zoning districts, classification and applicability.
2. Review of Worth Avenue guidelines and Peruvian Avenue.
3. Review of concept of special taxing districts and potential applicability.
4. Religious Freedom Act-zoning actions impact upon?
5. Cellphone tower siting regulations (Supreme Court decision pending?)
6. South County Road zoning
7. Review Parking Plans (Gainesville/Arlington) and how to handle guests/service people?
8. Possible review of inability to obtain windstorm insurance in excess of \$1million.

With the possible exception of my windstorm insurance issue, my suggested items, I believe, were more in keeping with the traditional role of the commission.

My instinct is when the Council expanded the definition of the commission to include "planning", some took that license further than was intended. To me, it was always clear that planning was a response to the notion that the commission was not proactive. Yet in my view the planning function was always intended to be exercised within the overall parameters of land use regulation. It was not intended to encompass, a free ranging inquiry into collateral issues such as global warming or the rising of the oceans.

Nevertheless I defended every member's right to suggest items and Chairman Rose's attempt to be inclusive. Ultimately the council decides on the workload of the commission. Simply put, if the council believes that the commission may have strayed, don't abolish the commission; rein us in by indicating we should only focus on zoning and land use items-of which there are plenty to keep us fully occupied, at least during the traditional season.

Speaking of the March 1929 zoning ordinance, one could argue that under it the zoning commission had enhanced powers. For example in Section 14, the ordinance decreed that:

No public improvements shall be authorized to be constructed in the municipality until the location and design of the same shall have been approved by the Town Zoning Commission.

We can all agree that is a pretty expansive power that the zoning commission was given in 1929.

Fast-forward to the zoning ordinance number one of 1947 where the town council decided it was “desirable and necessary to thoroughly and completely reconsider the entire zoning problem of the Town of Palm Beach...”

The town council directed the zoning commission to conduct public hearings, which were attended by 450 interested citizens after which the commission prepared a final report and draft of a comprehensive zoning ordinance. This goes to Mayor Coniglio’s point that the zoning commission serves as a valuable mechanism for citizens to express their views on critical issues.

However beginning in the late 50’s, I believe the council weakened the zoning commission and took on more of its powers. The code was not as strong, and many decisions were made, I am told, for political reasons rather than based on good land use policy. It was this dissatisfaction, I believe, that led to adoption of the Town’s 1970 zoning ordinance with an enhanced zoning commission.

Planning and zoning are the lifeblood of our heritage. The Commission has been a bulwark of preservation in our Town. Neither ad-hoc, single purpose, special commissions nor the town council can replace a commission that possesses expertise, balance and a sense of history that comes from regularly dealing with important land use issues

You have before you the Commission’s annual reports for the past five years. Reviewing them, I see a commission that was extremely busy with significant land use related matters in the years 2008-2010.

Beginning in 2011, there is an unquestioned fall off. Whether because of a weariness/over-emphasis on Royal Poinciana Way issues, or other systemic problems, the value of the commission is beyond debate. We need to fix the efficiency problem. We can easily do it. Let me suggest a few ways.

One way to be more efficient is to eliminate what I call “feel good” meetings-meetings where there is not substantial agenda material. Frankly we’ve had too many of those lately. I suspect there’s an inherent reluctance to cancel a monthly meeting for fear that it will be reflective of a lack of workload for the commission. I remember one council member asking all potential appointees if they were available twelve months a year for work. That shouldn’t be the governing standard. While we should all be available twelve months a year, and indeed we should probably have scheduled monthly meetings, there should be no stigma to cancelling meetings where there isn’t substantive work to be done.

Let’s reduce the frequency of meetings to the traditional October-May zoning season and then utilize the relaxed summer season for more informal workshops, if needed, to discuss in an informal setting any larger issues.

The commission chairman and the town council president should coordinate, with staff, the commission's agenda and workload to make certain the council and commission are in sync.

Let the commission return to its core function-land use planning and regulation. In past years the commission would meet regularly-sometimes all day and even for a second day in a given month. We did substantive land use related work. That need remains. There is more work to do now than in previous years. The answer is not to abolish the commission; it is to carefully review and prepare agenda items with a view towards efficiency, eliminating unnecessary meetings and focusing on core concepts, which require study, community input and ultimate advice to the council. No touchy-feely ethereal issues but the nitty gritty work associated with land use, both now and for the next generation. What we do today will affect future generations-and that cannot be done as well by an ad-hoc special committee that doesn't regularly deal with land use.

Proper planning and zoning is essential or our town, as we know it will disappear. Many residents are concerned with what they perceive as over-development juxtaposed with the right of a property owner to utilize his own property. How we solve that dilemma will shape our town for generations.

Encourage rather than discourage the planning function but insist its be done within the parameters of land use. The LPA designation is not important. Whether it's retained within the commission or reverted to the council, the important issue is for the commission to be able to be proactive with planning and zoning, rather than merely reactive and relegated to debating zoning text changes. Planning for the next generation is an important function. But it must be planning within defined parameters. For me, the parameters are the zoning code and the comprehensive plan. By the way, it should be noted that the commission undertakes an evaluation and appraisal process, I believe, every five years. It's instructive and the planning function ought to be retained.

The planning and zoning commission is the guardian of our inheritance, but most of its members are relatively new and the commission collectively lacks the experience and historical continuity of past commissions. The town is beset with land use attorneys who make their living bending the zoning code for their paying clients. Some of us are rightly concerned with how the town will look when built merely to the existing guidelines. The Council can take the lead in urging not only appointment of experienced commissioners but also a total study of the land use process in town.

Most of us have come to Palm Beach because we believe it is the best town in which to live and to raise our families. How we perpetuate that legacy can be the subject of legitimate debate. But the debate must be issue oriented, not personal; must be constructive, not destructive; must be dignified, not divisive. Let us assume the motives of all our residents are good. To do otherwise is to fail. When the next generation looks back at our elected leaders, they should not say of them, to paraphrase Robert Frost, it was the "road not taken".

As members of the planning and zoning commission, we are your children-or at least, your adopted children. When we go astray, as perhaps we seemed to be on the verge of doing, guidance and quiet persuasion may be needed. But you don't give up on us, return us to the orphanage and close the orphanage. You guide us as we try to give you our best advice.

We need to work cooperatively together.

TOWN OF PALM BEACH

Information for Town Council Meeting on: May 13, 2009

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Planning & Zoning Commission Recommendations
Royal Poinciana Business District

Date: April 29, 2009

STAFF RECOMMENDATION

Staff recommends that the Town Council:

- Adopt the recommendations of the Planning & Zoning Commission.
- Authorize the staff to work with the Treasure Coast Regional Planning Council in formulating a scope of work for consideration by the Town Council at its June 10, 2009 Town Council meeting, using the concept of a bonus zoning overlay district.

BOARD OR COMMISSION RECOMMENDATION

The Planning and Zoning Commission considered the concept of incentive zoning as presented by the staff at its April 7, 2009 meeting. After consideration of four main criteria, including density, lot coverage, building height and parking, the Commission adopted recommendations as outlined below for the Town Council's consideration.

GENERAL INFORMATION

At a previous discussion by the Town Council regarding future actions relative to the Royal Poinciana Way Business District, the Planning & Zoning Commission was directed to develop recommendations for four key areas of an overall redevelopment plan for that district. The elements that the Council felt could be considered by the Planning & Zoning Commission without assistance from an outside consultant were residential density, lot coverage, parking, and building height. Council further directed the Commission to hold two additional public hearings to allow participants another opportunity to provide input regarding this plan.

At their March 3, 2009 meeting, the Planning & Zoning Commission considered the Testa's application for comprehensive plan and zoning amendments. At that time, they recommended to the applicant, and Testa's concurred, to defer further consideration of their application as the Commission developed its recommendations to the Council for the Royal Poinciana area as a whole.

The Planning & Zoning Commission held two public hearings at the Breakers Hotel on March 4 and March 17, 2009, and received a number of comments regarding the future of this district. Comments ranged from a desire to leave the area exactly as it is, to changing the Comprehensive Plan and Zoning Code to allow increased development opportunities, in order to promote improvement of the area economically and visually. After the second public hearing, the Commission indicated that they believed that the Royal Poinciana area did need some incentives for improving the conditions and appearance of the buildings, attracting commercial uses, and stimulating pedestrian traffic. They directed the staff to develop a conceptual approach using incentive zoning and to present recommendations regarding the four issues for consideration by the Commission at their April meeting.

On April 7, 2009, staff presented a conceptual approach to incentive zoning that incorporated the concept of a points system for rewarding desirable outcomes. In reviewing the issues that arose throughout the public input process, staff identified a number of desirable factors that, when provided, should be rewarded. Those factors were then prioritized using the points system, with those of most value to the community given higher points, and those of lesser value given fewer points. Exhibit I illustrates staff's listing of desirable elements of an application. Staff then determined what types of bonuses could be awarded relating to the four issues which the Council directed the Commission to review: density, lot coverage, building height and parking, and grouped these based on the number of points received. The conceptual approach used by staff is illustrated in Exhibit II. Although the staff used a point system because of its ease in demonstrating how such a system could work, any number of methods are used by communities to arrive at a similar result, including performance zoning, density bonuses, etc.

The Planning & Zoning Commission considered the concept and developed recommendations, which are contained in Exhibit III. Commissioners also concluded that these were conceptual, and further analysis by the Treasure Coast RPC, or another consultant, was necessary to ensure that adequate data was considered in arriving at defensible recommendations that would preserve the "village" character while ensuring the viability of the district in the future.

The Treasure Coast Regional Planning Council's (TCRPC) Urban Design Institute conducted the original charrette for the Town. Their fee of \$110,000 for Phase I, which included interviewing over 60 different interest groups and persons, conduct of the charrette, and preparation and presentation of the Citizen's Master Plan, was significantly lower than any other proposal, and reflected their partial underwriting of this project, a service they provide only to local governments, and only upon request. At the commencement of this project, they also quoted a price of \$70,000 for Phase II, to gather and analyze the data necessary to support land use changes, and prepare any necessary comprehensive plan and zoning amendments. They have confirmed that they would honor the original price, and may be able to begin Phase II as early as this summer (still to be confirmed) if the Council chooses to proceed with this project. Once completed, final recommendations would then be presented to the Planning & Zoning Commission using the direction provided to them relative to these four critical issues, along with other factors necessary and desirable in code language.

Staff believes that the C-TS zoning district regulations are inhibiting this district's ability to sustain commercial desirability and remain economically viable. Development pressures continue, and a comprehensive response to this pressure would ensure that the Town does not waste its "currency" (current restrictive zoning) by granting any approvals without achieving desirable community goals. Therefore, the Staff recommends that the Town Council authorize Phase II of this project, using the services of the Treasure Coast Regional Planning Council. An amount of \$70,000 has been included in the Department's FY10 budget, in the event the Council wishes to proceed with Phase II of this project.

Attachments

cc: Members, Planning & Zoning Commission
Veronica B. Close, Assistant Director
John Lindgren, AICP, Planning Administrator
Paul W. Castro, AICP, Zoning Administrator

EXHIBIT I**DRAFT****PERFORMANCE
POINTS****CRITERION****TIER ONE**

- 5 EXCEPTIONAL ARCHITECTURE (AS DETERMINED BY ARCOM/LPC)
(DESIRABLE ARCHITECTURAL FEATURES)
 - BUILDING ARTICULATION
 - LOGGIAS/BALCONIES/ARCADES/TRELLISES
 - BALCONIES
 - ROOFTOP DECKS (WITHIN EXISTING CODE)
 - AWNINGS/CANOPIES/ROOF OVERHANG
- 5 CERTIFIED LEED (GREEN) BUILDINGS
- 4 MAJORITY OF PARKING UNDER, WITHIN, OR ON A STRUCTURE OR NOT VISIBLE FROM THE STREET
- 4 USE OF VIAS

TIER TWO

- 2 PROVISION OF LIVE/WORK UNITS (SUNSET AVE ONLY)
- 2 A/C/BLDG EQPT /UTILITIES ARCHITECTURALLY SCREENED (NOT JUST LANDSCAPED)
- 2 PROVISION OF ARTWORK/FOUNTAINS/TRELLISES IN PUBLIC SPACES
- 2 GARDENS/ EXEMPLARY LANDSCAPING

TIER THREE

- 1 OUTDOOR SEATING
 - 1 PROVISION OF PUBLIC SPACES (eg WIDER SIDEWALKS/WALKWAYS)
- 28 MAXIMUM AVAILABLE POINTS**

EXHIBIT II

POINT METHOD FOR AWARDING INCENTIVES:

BONUSES

DRAFT

21 - 28

GROUP ONE

AT LEAST 10 PERFORMANCE POINTS TO COME FROM TIER ONE TO BE ELIGIBLE
MUST RECEIVE POINTS FOR PARKING TO BE ELIGIBLE

DENSITY

0.57 DENSITY BONUS PER POINT RECEIVED (MAX DENSITY BONUS/TOTAL AVAILABLE PTS)

LOT COVERAGE:

80% 1ST FLOOR

70% 2ND FLOOR

60% 3RD FLOOR BY SPECIAL EXCEPTION

35% 4TH FLOOR BY SPECIAL EXCEPTION NOT IN FRONT SETBACK

SUB-BASEMENTS FOR PARKING EXEMPT FROM COVERAGE

BUILDING HEIGHT

ARCOM/LPC TO ESTABLISH GUIDELINES

PARKING

1 SPACE EXEMPTION FOR EACH SPACE OF ON-STREET PARKING

11 - 20

GROUP TWO:

AT LEAST 5 POINTS TO COME FROM TIER ONE TO BE ELIGIBLE

DENSITY

0.4 DENSITY BONUS PER POINT RECEIVED (MAX DENSITY BONUS/TOTAL AVAILABLE PTS)

LOT COVERAGE:

75% 1ST FLOOR

65% 2ND FLOOR

50% 3RD FLOOR BY SPECIAL EXCEPTION

SUB-BASEMENTS FOR PARKING EXEMPT FROM COVERAGE

BUILDING HEIGHT

ARCOM/LPC TO ESTABLISH GUIDELINES

PARKING

0.5 SPACE EXEMPTION FOR EACH SPACE OF ON-STREET PARKING

5 - 10

GROUP THREE:

AT LEAST 4 POINTS TO COME FROM TIER TWO TO BE ELIGIBLE

DENSITY

0.2 DENSITY BONUS PER POINT RECEIVED (MAX DENSITY BONUS/TOTAL AVAILABLE PTS)

LOT COVERAGE:

75% 1ST FLOOR

60% 2ND FLOOR

40% 3RD FLOOR BY SPECIAL EXCEPTION

SUB-BASEMENTS FOR PARKING EXEMPT FROM COVERAGE

BUILDING HEIGHT

ARCOM/LPC TO ESTABLISH GUIDELINES

PARKING

NO BONUS

EXHIBIT III

PLANNING & ZONING COMMISSION RECOMMENDATIONS

After consideration of the staff proposal, the Planning & Zoning Commission arrived at the following recommendations for consideration by the Town Council regarding the issues of density, lot coverage, parking and building height.

Residential Density: establish 13 units per acre (the Town's current R-D(2) district density) as the underlying base density for the district. Authorize allowing up to 12 additional units per acre as a bonus for meeting the goals and objectives of the overlay zoning as long as concurrency is met. The actual number of units awarded in the form of bonuses would be determined through analysis of lot size, lot coverages on each floor, etc, which would be performed in the course of development of comprehensive plan and zoning amendments.

Lot coverage: Increase lot coverage as follows:

<u>Floor</u>	<u>Existing Requirement</u>	<u>Proposed Bonus</u>
1 st Floor	70%	80%
2nd Floor	70% with Special Exception	70%
3rd Floor	Not Allowed	60% by Special Exception
4th Floor	Not Allowed	35% by Special Exception (not in front setback)

Building Height: Allow building heights as follows:

<u>Floor</u>	<u>Existing Requirement</u>	<u>Proposed Bonus</u>
1 st	Maximum 15'	14'
2 nd	Maximum 25' for 1 st and 2 nd	11'
3 rd	Not Applicable	11'
4 th	Not Applicable	11'
TOTAL		47'

The P&ZC did not recommend any changes to Overall Height (building height plus an additional 5' for flat roof, or 10' for all other roofs). They did discuss requiring a front setback for the 3rd and 4th floor (as mentioned previously), and recommended that the consultant provide guidance as to optimum setback requirements.

Parking:

Sub-basements for parking	not exempt from coverage	exempt from coverage
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Land Use:

Prohibit residential uses on the first floor.

TERRY ALLEN KRAMER

May 29, 2013

Dear Mayor and Town Council,

I strongly agree with the points made in Bob's letter and do not think the Palm Beach Planning and Zoning Commission should be eliminated.

Sincerely,

A handwritten signature in blue ink that reads "Terry Allen Kramer". The signature is written in a cursive style with a horizontal line at the end.

Terry Allen Kramer

CC: Bob Wright

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TOWN OF PALM BEACH

JUN 03 2013

Town Manager's Office

June 2, 2013

Mayor and Town Council
Town of Palm Beach
Palm Beach, Florida 33480

Re: Proposal to Eliminate the Palm Beach Planning and Zoning Commission

Dear Mayor and Town Council,

The Palm Beach Civic Association applauds the Mayor and Palm Beach Town Council for encouraging efficiency in local government. The recent proposal to eliminate the Town's Planning and Zoning Commission is a thoughtful attempt to streamline municipal operations.

While the Civic Association usually endorses measures to make government more effective, we respectfully urge the Town Council **not** to eliminate the Planning and Zoning Commission at this time. Here are our reasons:

1. Standing commissions play a vital role in our community. Residents who serve on commissions bring important perspectives to Town issues. Their informed opinions are extremely valuable in the decision-making process.
2. The Town Council should use the Planning and Zoning Commission to sort through complex zoning issues. We doubt if council members really want to wade into the zoning system's myriad details and technicalities.
3. Taking on primary responsibility for zoning would require a significant time commitment from Town Council members. The increased workload could discourage qualified residents from running for a council seat in the future.
4. Like us, most Town Council members are not zoning experts with zoning experience or background. Zoning commissioners can and should be appointed for their knowledge of zoning matters.

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5. The Town Council needs a Planning and Zoning Commission that is familiar with the Town's zoning history and procedures. A standing commission gains valuable wisdom and experience as it considers various zoning issues over time.
6. A Planning and Zoning Commission should serve as the Town Council's agent in redevelopment matters. Palm Beach is "built out," but the Town is aging and change is inevitable. Old buildings will give way to new projects requiring the time and attention of a standing zoning body.
7. The Planning and Zoning Commission provides an important setting for open discussion of controversial issues like Royal Poinciana Way and the Poinciana Plaza. In addition to the Town Council, the commission is one more channel for getting zoning issues in front of the community for full review.
8. A system of checks and balances is needed to prevent errors and unintended consequences in zoning decisions. Without a planning and zoning commission, three council members could select zoning issues unopposed and change major zoning regulations with two readings and little public input.

We believe the Town Council should consider managing the Planning and Zoning Commission more closely, limiting its function, and returning to a zoning season with no summer meetings. **We also believe the proposal to eliminate the Planning and Zoning Commission should not be discussed or acted upon during the summer when many residents are away.**



Bob Wright
Chairman and CEO