



TOWN OF PALM BEACH

Town Manager's Office

TOWN COUNCIL MEETING

TOWN HALL
COUNCIL CHAMBERS-SECOND FLOOR
360 SOUTH COUNTY ROAD

AGENDA

JUNE 10, 2014

9:30 AM

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

I. CALL TO ORDER AND ROLL CALL

Mayor Gail L. Coniglio
Robert N. Wildrick, President
William J. Diamond, President Pro Tem
Richard M. Kleid
Michael J. Pucillo
Penelope D. Townsend

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. PRESENTATIONS

- A. The Honorable Jeff Clemons, Florida Senate, District 27. Page 9
- B. The Honorable Bill Hager, Florida House of Representatives, District 89. Page 10
- C. Scholarship Provided by the Palm Beach Civic Association and the Citizens' Association of Palm Beach. Page 11
Ned Barnes, Palm Beach Civic Association, and Bruce Heyman, Citizens' Association of Palm Beach
- D. Update on Royal Poinciana Playhouse. Page 12
Pamela Stark Thomas, Executive Director, National Arts Institute

IV. COMMENTS OF MAYOR GAIL L. CONIGLIO

V. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

VI. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

VII. APPROVAL OF AGENDA

VIII. CONSENT AGENDA

A. MINUTES

1. MINUTES: MAY 13, 2014 Page 13
Approval of the Minutes of the Regular Town Council Meeting.
Susan A. Owens, Town Clerk
2. MINUTES: MAY 14, 2014 Page 23
Approval of the Minutes of the Regular-Development Review Town Council Meeting.
Susan A. Owens, Town Clerk
3. MINUTES: MAY 14, 2014 Page 37
Approval of the Minutes of the Regular Town Council Meeting.
Susan A. Owens, Town Clerk
4. Approval of Major Matters Considered by the Architectural Commission at its Meeting of May 28, 2014. Page 45
John S. Page, Director of Planning, Zoning and Building

B. RESOLUTIONS

1. RESOLUTION NO. 67-2014 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 Phillips & Jordan, Inc., for Emergency Disaster Debris Removal, Reduction and Disposal Services, Pursuant to the Solid Waste Authority of Palm Beach County Contract No. 13-249, and Authorizing the Town Manager to Execute the Same on Behalf of the Town for Use as a Backup to Other Town Executed Contracts. Page 76
H. Paul Brazil, P.E., Director of Public Works
2. RESOLUTION NO. 68-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of the Contract to Supply Unleaded and Diesel Fuel Through the Southeast Florida Governmental Purchasing Cooperative Group RFP 14-A-035 to MacMillan Oil Co. of Florida, Inc. Page 82
Jane Struder, Finance Director
3. RESOLUTION NO. 76-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing Sole Source Procurement and the Purchase of Zoll X Series Manual Monitor/Defibrillators in the Amount of \$247,960.72 from Zoll Medical Corporation. Page 86
Kirk Blouin, Director of Public Safety

4. RESOLUTION NO. 77-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Contract to Hulett Environmental Services, Inc., for Treatment of Lethal Yellowing Disease in Coconut Palms and Royal Palm Bug and Fertilization Treatment for Royal Palm Trees in the Amount of \$45,084, and Establishing a Project Budget of \$47,350. Page 95
H. Paul Brazil, P.E., Director of Public Works
5. RESOLUTION NO. 78-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Contract Extension 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. Page 103
H. Paul Brazil, P.E., Director of Public Works
6. RESOLUTION NO. 79-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Preliminary Design Services to Kimley-Horn and Associates, Inc., in an Amount of \$54,360 for the Signalization and Mast Arm Upgrades and Establishing a Design Phase Budget of \$61,000. Page 107
H. Paul Brazil, P.E., Director of Public Works
7. RESOLUTION NO. 80-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Design and Bid Phase Engineering Services to Kimley-Horn & Associates, Inc., in an Amount of \$23,480 for the Roadway Improvements on Queens Lane, and Establishing a Design and Bid Phase Budget of \$25,000. Page 115
H. Paul Brazil, P.E., Director of Public Works
8. RESOLUTION NO. 86-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving GFA Inc. as a Plan Review and Inspection Firm from the Original List of Respondents to RFP No. 2010-28, in Addition to Hy-Bryd Inc. and MT Causley Inc. Based Upon Their Proposal and the Selection Committee's Recommendations Pertaining Thereto; Authorizing Staff Negotiations with GFA Inc., and Authorizing the Town Manager to Execute a Negotiated Contract on Behalf of the Town for Plan Review and Inspection Services, Subject to the Town's Adopted Budget for Said Program and the Town Attorney's Approval of the Negotiated Contract for Legal Form and Sufficiency. Page 123
John S. Page, Director of Planning, Zoning and Building

C. OTHER

1. Ratification of Town Manager Peter B. Elwell's Selection of Professionals to Assist the Town in Opposing the Proposed Lake Worth Inlet Deepening and Widening Project, and Appropriation of \$200,000 from the General Fund Contingency. Page 128
Peter B. Elwell, Town Manager
2. Authorization for Continued Town Participation in the Palm Beach County Page 146

Urban County Program for FY2015-FY2017.

Peter B. Elwell, Town Manager

Page 150

3. Authorization to Reject All Bid Submittals for Bid No. 2014-16, Maintenance of the Peruvian Avenue 400 Block Streetscape Project Improvements.

Thomas G. Bradford, Deputy Town Manager

4. Approval of Landmarks Preservation Commission Attendance Exception for Nikita Zukov. Page 153

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

IX. BOARD/COMMISSION ANNUAL REPORT

- A. Retirement Board of Trustees.

Page 155

Raymond W. Snow, Retirement Board Chair

X. PUBLIC HEARINGS

- A. RESOLUTION NO. 81-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Vacating and Abandoning a Portion of an Existing Public Utility Easement Within the Property Commonly Known as Lot 6 Ocean Lane, in the Town of Palm Beach, Florida.

Page 228

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

XI. REGULAR AGENDA

A. Old Business

1. Flagler Memorial Bridge Project Update.

Page 234

TIME CERTAIN: 11:00 AM

Geoffrey Parker, New Millennium Engineering

2. Town Hall Square Project

Page 235

TIME CERTAIN: 11:30 AM

- a. Project Update.

Page 237

- b. Appeal of Landmarks Preservation Commission COA #016-2014, Town Hall Square Modifications, by Attorney Manuel Kushner representing Mr. Orator Woodward and the John L. Volk Foundation.

Page 259

(Depending upon the action(s) taken under item XI.A.2.b immediately above, the Town Council may or may not consider items XI.A.2.c1., XI.A.2.c2., and XI.A.2.d. immediately below.)

- c1. RESOLUTION NO. 84-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Construction Manager at Risk Contract to Burkhardt Construction, Inc., for the Town Hall Square Project, in the Amount of \$5,630,336.44.

Page 319

- c2. RESOLUTION NO. 89-2014 A Resolution of the Town Council of the

Town of Palm Beach, Palm Beach County, Florida, Awarding Alternative 1, Street Lighting Improvements, in the Amount of \$255,000 and Alternative 2, Central Fire Station Slab Replacement, in the Amount of \$45,500 to Burkhardt Construction, Inc., for the Town Hall Square Project, Increasing Resolution 84-2014 Construction Management Phase Budget to \$5,930,836.44.

d. RESOLUTION NO. 85-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Construction Phase Engineering Services to Kimley Horn & Associates, Inc., for the Town Hall Square Project, in the Amount of \$233,715.50 and Establishing a Construction Phase Engineering Services Budget of \$270,000. Page 356

Peter B. Elwell, Town Manager

3. Consideration of Design and Bid Phase Services Contracts for the Street Lighting Upgrades and Utility Undergrounding Projects on South Ocean Boulevard from Sloan's Curve to Lake Avenue. Page 364

a. RESOLUTION NO. 73-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Design and Bid Phase Engineering Services to Erdman Anthony of Florida, Inc., in an Amount of \$180,310 for the Street Lighting Upgrade on South Ocean Boulevard from Sloan's Curve to Lake Avenue, and Establishing a Design and Bid Phase Budget of \$200,000.

b. RESOLUTION NO. 74-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Evaluating Undergrounding of Overhead Lines to Erdman Anthony of Florida, Inc., in an amount of \$24,065 for the Street Lighting Upgrade Project on South Ocean Boulevard from Sloan's Curve to Lake Avenue, and Establishing an Evaluation Budget of \$26,500.

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

4. Coastal Protection Matters Page 394

a. Update on Current Conditions and Ongoing Actions. Page 395

b. Reach 3 Roadway Protective Seawall Project: Alternative Proposed by Affected Residents. Page 397

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

B. New Business

1. Off-Island Town-Owned Real Estate Matters. Page 406

a. Inventory and Planning Update.

b. RESOLUTION NO. 88-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Lease Agreement Between the Town And RG Towers, LLC for Use of a Portion

of Town Property for a Wireless Communications Tower and Authorizing the Town Manager to Execute the Same on Behalf of the Town.

Jay Boodheshwar, Director of Recreation and Special Projects.

2. Residents' Request for Curb and Gutter on Via Marina. Page 436
H. Paul Brazil, P.E., Director of Public Works
3. Request for Temporary Road Closure at 109 Royal Palm Way. Page 443
H. Paul Brazil, P.E., Director of Public Works
4. Appeal of Town Code, Chapter 10, Section 10-45, Dangerous Dog Determination - "Martini," Case No. 14-000721 (per letter dated May 22, 2014, from Maya Johnson). Page 446
Kirk Blouin, Director of Public Safety
5. Appeal of Town Code, Chapter 10, Section 10-45, Dangerous Dog Determination - "Titan," Case No. 14-000675 (per letter dated May 27, 2014 from Julie Leever). Page 501
Kirk Blouin, Director of Public Safety
6. Discussion of Background Checks for Applicants to Town Boards/Commissions. Page 512
William Diamond, Town Council President Pro Tem

XII. ORDINANCES

XIII. ANY OTHER MATTERS

XIV. ADJOURNMENT

PLEASE TAKE NOTE:

Note 1: 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.

Note 2: The progress of this meeting may be monitored by visiting the Town's website (townofpalmbeach.com) and clicking on "Meeting Audio" in the left column. If you have questions regarding that feature, please contact the Office of Information Systems (561) 227-6315. The audio recording of the meeting will appear within 24 hours after the conclusion of the meeting.

Note 3: If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting or hearing, he/she will need a record of the proceedings. For such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Note 4: Disabled persons who need an accommodation in order to participate in the Town Council Meeting are requested to contact the Town Manager's Office at 838-5410 or through the Florida Relay Service by dialing 1-800-955-8770 for voice callers or

1-800-955-8771 for TDD callers, at least two (2) working days before this meeting.

Note 5: Items listed on the Consent Agenda will be approved by one motion of the Town Council, unless the Mayor or an individual Council Member requests that any item (s) be moved to the Regular Agenda and individually considered.

Note 6: 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

6/4/14

Tue 06/10/2014 09:30 AM	Town Council Meeting	Council Chambers
Wed 06/11/2014 09:30 AM	Town Council Meeting-Development Review	Council Chambers
Wed 06/18/2014 09:30 AM	Landmarks Preservation Commission Meeting	Council Chambers
Thu 06/19/2014 02:00 PM	Code Enforcement Board Meeting	Council Chambers
Wed 06/25/2014 09:00 AM	ARCOM Meeting	Council Chambers
Fri 07/04/2014 04:00 AM	FOURTH OF JULY	TOWN HALL CLOSED
Tue 07/15/2014 09:30 AM	Town Council Meeting	Council Chambers
Wed 07/16/2014 09:30 AM	Town Council Meeting-Development Review	Council Chambers
Thu 07/17/2014 09:30 AM	Special Town Council Meeting-FY15 Budget	Council Chambers
Mon 07/21/2014 09:30 AM	Landmarks Preservation Commission	Council Chambers
Wed 07/23/2014 09:00 AM	ARCOM Meeting	Council Chambers
Tue 08/12/2014 09:30 AM	Town Council Meeting	Council Chambers
Wed 08/13/2014 09:30 AM	Town Council Meeting - Development Review	Council Chambers

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Presentations

Agenda Title

The Honorable Jeff Clemons, Florida Senate, District 27.

Presenter

Supporting Documents

- NONE

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Presentations

Agenda Title

The Honorable Bill Hager, Florida House of Representatives, District 89.

Presenter

Supporting Documents

- NONE

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Presentations

Agenda Title

Scholarship Provided by the Palm Beach Civic Association and the Citizens' Association of Palm Beach.

Presenter

Ned Barnes, Palm Beach Civic Association, and Bruce Heyman, Citizens' Association of Palm Beach

Supporting Documents

- NONE

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Presentations

Agenda Title

Update on Royal Poinciana Playhouse.

Presenter

Pamela Stark Thomas, Executive Director, National Arts Institute

Supporting Documents

- NONE

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Minutes

Agenda Title

MINUTES: MAY 13, 2014

Approval of the Minutes of the Regular Town Council Meeting.

Presenter

Susan A. Owens, Town Clerk

Supporting Documents

- [Minutes of the Town Council Meeting Held on May 13, 2014](#)

**MINUTES OF THE REGULAR TOWN COUNCIL MEETING
HELD ON TUESDAY, MAY 13, 2014**

I. CALL TO ORDER AND ROLL CALL

The Regular Town Council meeting was called to order on Tuesday, May 13, 2014, at 9:30 a.m. in the Town Council Chambers. On roll call, all of the elected officials were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. PRESENTATIONS

A. The Honorable Bill Hager, Florida House of Representatives, District 89.

(Clerk's Note: This item was deleted because Representative Hager was unable to attend the meeting.)

B. Scholarship Awarded by the Palm Beach Country Club.

(Clerk's Note: This item was deferred to when Palm Beach Country Club Board Member Robert Frommer arrived.)

Mr. Frommer presented Mayor Coniglio with the scholarship checks awarded by the Club.

(Clerk's Note: Item No. XI.B.1. was moved up the agenda and heard before the Commission applicant presentations.)

1. Procedures for Balloting in Appointment of Members to the Landmarks Preservation and Planning & Zoning Commissions.
Peter B. Elwell, Town Manager

By consensus of the Town Council, the following procedure was approved:

1 **1. The Town Council will select ten individuals for appointment to the**
 2 **respective Commissions.**

3
 4 **2. Of those ten individuals, the Council will then select who they wish to serve a**
 5 **three-year, two-year, and one-year term, and who will serve as alternate**
 6 **members for a three-year term.**

7
 8 Councilman Kleid reviewed the process by which all members of the Planning &
 9 Zoning and Landmark Commissions were terminated and how we got to this point
 10 of soliciting applicants and appointing new members.

11
 12 C. Presentations by Applicants for the Landmarks Preservation Commission.

13
 14 The following applicants provided a presentation to the Town Council:

- 15
- 16 • Jacqueline Albarran
- 17 • Kevin Asbacher
- 18 • Kevon Byrne
- 19 • Kim Coleman
- 20 • Dragana Connaughton
- 21 • William Cooley
- 22 • Ted Cooney
- 23 • Tim Gannon
- 24 • Alicia Grace
- 25 • Page Lee Hufty
- 26 • George Leder
- 27 • Rachel Lorentzen
- 28 • Joseph Pubillones
- 29 • Richard Silvin
- 30 • Sara Simovitch
- 31 • William Strawbridge
- 32 • Orator Woodward – *announced that he was withdrawing his application*
- 33 • Keith Williams
- 34 • Carole Wyett
- 35 • Nikita Zukov

36
 37 D. Presentation by Applicants for the Planning and Zoning Commission.

38
 39 The following applicants provided presentations to the Town Council:

- 40
- 41 • Susan Watts
- 42 • Michael Scharf
- 43 • Danielle Moore
- 44 • Susan Markin
- 45 • Carol Mack

- Martin Klein
- Kevin Kenny
- Randolph Guthrie
- Lewis Crampton
- Jeffrey Cloninger
- Marilyn Beuttenmuller

IV. COMMENTS OF MAYOR GAIL L. CONIGLIO

Mayor Coniglio spoke regarding the Lake Worth Inlet Expansion Project, County taxes, and distribution of bed taxes.

V. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER – None

VI. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

Louise Snyder, 208 Barton Ave, spoke regarding the parking situation on her street.

Town Manager Elwell stated that Staff has received a petition from the property owners on that street; and, that they are reviewing whether or not the street qualifies for residential permit parking.

Jeff Greene, 1200 S. Ocean Blvd, spoke regarding encouraging landmarked property owners to improve their properties by waiving fees for construction parking permits and extending construction time limits for them.

Deborah Robinson, 217 Clarke Ave, spoke regarding the dismissal of the old Landmarks Preservation Commission and Planning and Zoning Commission members and the appointment of new Commission members.

VII. APPROVAL OF AGENDA

The following changes were made to the Agenda:

DELETED: Item No. III.A., Representative Hager Presentation, was deleted because he was unable to attend the meeting.

PULLED FROM CONSENT: Item No. VIII.B.6., Resolution No. 66-2014, was pulled from Consent and heard under New Business as item #4.

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

VIII. CONSENT AGENDA

1 **Motion was made by Council Member Kleid, and seconded by Council President**
2 **Pro Tem Diamond, to approve the Consent Agenda, as amended above. On roll call,**
3 **the motion carried unanimously.**
4

5 A. MINUTES
6

7 1. MINUTES: APRIL 8, 2014

8 Approval of the Minutes of the Regular Town Council Meeting
9 *Susan A. Owens, Town Clerk*
10

11 2. MINUTES: APRIL 8, 2014

12 Approval of the Minutes of the Special Town Council Meeting- Closed
13 Door Session.
14 *Susan A. Owens, Town Clerk*
15

16 3. MINUTES: APRIL 9, 2014

17 Approval of the Minutes of the Regular Town Council Meeting
18 *Susan A. Owens, Town Clerk*
19

20 4. Approval of Major Matters Considered by the Architectural Commission
21 at its Meeting of April 23, 2014, With the Exception of Case #A-018-
22 2014, 1144 North Ocean Boulevard, Which is Being Appealed to the
23 Town Council on Wednesday, May 14, 2014.

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

26 B. RESOLUTIONS
27

28 1. RESOLUTION NO. 60-2014 A Resolution of the Town Council of the
29 Town of Palm Beach, Palm Beach County, Florida, Authorizing Payment
30 to the National Police Officers Memorial Fund from the Town of Palm
31 Beach Police Department's State Forfeiture Fund.

32 *Kirk W. Blouin, Director of Public Safety*
33

34 2. RESOLUTION NO. 62-2014 A Resolution of the Town Council of the
35 Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town
36 Manager to Execute an Interlocal Agreement for Water Distribution
37 System Upgrades, Rehabilitation, and Replacement with the City of West
38 Palm Beach.

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

41 3. RESOLUTION NO. 63-2014 A Resolution of the Town Council of the
42 Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase
43 Order for Construction Phase Engineering Services to Mock Roos &
44 Associates, Inc., in the Amount of \$86,135 for the E-3 Garden Road to
45 Cherry Lane Force Main Rehabilitation, and Establishing a Construction
46 Phase Budget of \$95,000.

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

4. RESOLUTION NO. 64-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2014-30 and Approving a Construction Contract to Hinterland Group, Inc., for the E-3 Garden Road to Cherry Lane Force Main Rehabilitation, in the Amount of \$1,205,730, and Establishing a Construction Phase Budget of \$1,350,000.

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

5. RESOLUTION NO. 65-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order in the Amount of \$530,851, to Xylem Water Solutions, for the Purchase of Four Pumps and Accessories as Quoted under RFQ 77- 2014, and Establishing an Overall Budget of \$550,000.

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

6. RESOLUTION NO. 66-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Contract Extension to All Florida Tree and Landscape, Inc., in the Amount of \$39,675 for Coconut Palm Tree Trimming and Pruning Services, and Establishing a Project Budget of \$42,000.

*H. Paul Brazil, P.E., Director of Public Works – **Item was pulled and heard under New Business.***

7. RESOLUTION NO. 75-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Designating Town Depositories for Fiscal Year 2014 Pursuant to Section 2-517 of the Town Code of Ordinances and Designating Parties to Sign Checks or Warrants on Behalf of the Town Pursuant to Section 2-36 of the Town Code of Ordinances.

Jane Struder, Director of Finance

C. OTHER

1. Approval of Request by the City of West Palm Beach for \$10,000 Contribution to the City's Fourth on Flagler Event.

Peter B. Elwell, Town Manager

2. Authorization to Reject All Bids for South Fire Roof Replacement, Bid No. 2014-26.

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

3. Approval of Request for Underground Utilities Assessment Area for El Bravo Way, North Side of the Street, Having Rear Yard Frontage along Island Road (El Bravo Way Underground Utilities Assessment Area).

Thomas G. Bradford, Deputy Town Manager

4. Authorization to Reject All Bids for FY2014 Interim Sand Haul Project, RFP No. 2014-13.

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

5. Authorization to Consider Ordinance No. 9-2014, Rescinding PUD-5 Comprehensive Plan Change, Prior to 5:00 p.m. at Both Public Hearings.

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

IX. BOARD/COMMISSION ANNUAL REPORT

- A. Code Enforcement Board.

Kirk W. Blouin, Director of Public Safety

Chairman Fried provided an overview of the Annual Report.

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

X. PUBLIC HEARINGS

- A. RESOLUTION NO. 69-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Providing for the Removal of Historic or Specimen Trees from Properties Located Within the Town of Palm Beach; Adding Newly Designated Historic or Specimen Trees; Providing for the Recording of Said Designations; and Providing That a Copy of this Resolution Be Recorded in the Public Records of Palm Beach County, Florida.

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

Motion was made by Council President Pro Tem Diamond, and seconded by Council Member Townsend, to approve Resolution No. 69-2014. On roll call, the motion carried unanimously.

XI. REGULAR AGENDA

- A. Old Business

1. Flagler Memorial Bridge
Project Update.

TIME CERTAIN: 11:45 AM

Geoffrey Parker, New Millennium Engineering

Mr. Parker provided an update on the Flagler Bridge Project.

2. Flagler Memorial Bridge
Summary of Administrative Actions to Mitigate Traffic Congestion.

Peter B. Elwell, Town Manager

Town Manager Elwell provided a summary of the administrative actions being taken to mitigate traffic congestion.

3. Flagler Memorial Bridge
Proposed Adjustments to Construction Work Hours to Further Mitigate Bridge Related Traffic Congestion.

RESOLUTION NO. 70-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Temporarily Amending the Permissible Hours for Construction in Order to Reduce Traffic Congestion in Town Resulting from the Flagler Memorial Bridge Closure.

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

Discussion ensued regarding the need to temporarily amend the hours for construction and landscaping work, and the Town's noise ordinance in relation to landscaping work.

Motion was made by Council Member Kleid, and seconded by Council President Pro Tem Diamond, to amend the Resolution, as follows, and to approve Resolution No. 70-2014, as amended:

1. Construction hours of work will be temporarily amended on Saturdays to 8:00 a.m. to 6:00 p.m.
2. Landscaping hours of work will be temporarily amended to 7:00 a.m. to 7:00 p.m., Monday through Friday, and to 8:00 a.m. to 6:00 p.m., on Saturdays; however, there shall be no waiver from the Town's Noise Ordinance for the above referenced landscaping work.
3. If the Flagler Memorial Bridge remains closed as of the November 2014 Town Council meeting, then the Town Council shall revisit these amended hours at that time.

On roll call, the motion carried unanimously.

Town Manager Elwell spoke regarding the need for some businesses to be allowed to put out their trash earlier since the Town will be picking up garbage earlier to reduce traffic congestion. He added that Staff will address any complaints and will adjust the pickup routes if necessary.

Motion was made by Council Member Townsend, and seconded by Council Member Pucillo, to authorize a temporary waiver for those businesses with conditions of approval regulating when their garbage can be placed outside in order

1 to accommodate the new trash pickup schedule. On roll call, the motion carried
2 unanimously.

- 3
4 4. Update on Potential Traffic Impacts of Construction Projects at North
5 Ocean Boulevard Seawall Replacement, Lake Towers, Nightingale
6 Trail/La Puerta Way, and East Inlet Drive.
7 *H. Paul Brazil, P.E., Director of Public Works*

8
9 Director of Public Works Brazil provided an update on the potential traffic
10 impacts of these construction projects.

11
12 **By consensus of the Town Council, the North Ocean Boulevard Seawall**
13 **Replacement Project was deferred. The Town Council will await additional**
14 **information from Staff regarding the other projects.**

15
16 B. New Business

- 17
18 1. Procedures for Balloting in Appointment of Members to the Landmarks
19 Preservation and Planning & Zoning Commissions.
20 *Peter B. Elwell, Town Manager*

21
22 *(Clerk's Note: This item was heard before the Commission applicant presentations.)*

- 23
24 2. Landmarks Preservation Commission Appointments.
25 *John S. Page, Director of Planning, Zoning and Building*

26
27 **Motion was made by Council President Pro Tem Diamond, and seconded by**
28 **Council Member Kleid, to ratify the appointments of the following applicants to the**
29 **following terms:**

- 30
31
 - **Ted Cooney – 3 year term**
 - 32 • **Tim Gannon – 3 year term**
 - 33 • **Nikita Zukov – 3 year term**
 - 34 • **Page Lee Hufty – 2 year term**
 - 35 • **Rachel Lorentzen – 2 year term**
 - 36 • **Jacqueline Albarran – 1 year term**
 - 37 • **William Cooley – 1 year term**
 - 38 • **Richard Silvin – Alternate**
 - 39 • **William Strawbridge – Alternate**
 - 40 • **Carole Wyett - Alternate**

41
42 **On roll call, the motion carried unanimously.**

- 43
44 3. Planning and Zoning Commission Appointments.
45 *John S. Page, Director of Planning, Zoning and Building*

1 Due to the time, it was the consensus of the Town Council to defer voting on the
2 Planning and Zoning Commission appointments until the May 14, 2014,
3 Development Review meeting.
4

5 *The Following Item was Pulled from the Consent Agenda:*
6

- 7 4. RESOLUTION NO. 66-2014 A Resolution of the Town Council of the
8 Town of Palm Beach, Palm Beach County, Florida, Approving a Contract
9 Extension to All Florida Tree and Landscape, Inc., in the Amount of
10 \$39,675 for Coconut Palm Tree Trimming and Pruning Services, and
11 Establishing a Project Budget of \$42,000.

12 *H. Paul Brazil, P.E., Director of Public Works*
13

14 Director of Public Works Brazil stated for the record that the trimming and
15 pruning services will also include the palms along North County Road.
16

17 Motion was made by Council President Pro Tem Diamond, and seconded by
18 Council Member Pucillo, to approve Resolution No. 66-2014. On roll call, the
19 motion carried unanimously.
20

21 **XII. ORDINANCES** – None
22

23 **XIII. ANY OTHER MATTERS** – None
24

25 **XIV. ADJOURNMENT**
26

27 There being no further business, the May 13, 2014, regular Town Council meeting was
28 adjourned at 12:45 p.m.
29

30 APPROVED:
31
32
33
34

35 _____
36 Robert N. Wildrick
37 Town Council President

38 ATTEST:
39
40
41

42 _____
43 Susan A. Owens, MPA, MMC
44 Town Clerk
45

46 _____
Date

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Minutes

Agenda Title

MINUTES: MAY 14, 2014

Approval of the Minutes of the Regular-Development Review Town Council Meeting.

Presenter

Susan A. Owens, Town Clerk

Supporting Documents

- [Minutes of the Town Council Meeting Held on May 14, 2014](#)

**MINUTES OF THE REGULAR TOWN COUNCIL DEVELOPMENT REVIEW
MEETING HELD ON WEDNESDAY, MAY 14, 2014**

I. CALL TO ORDER AND ROLL CALL

The Regular Town Council meeting was called to order on Wednesday, May 14, 2014, at 9:33 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 Wildrick led the Pledge of Allegiance.

III. COMMENTS OF MAYOR GAIL L. CONIGLIO – None

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

V. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

Chip Malley, 110 Clarendon Avenue, spoke regarding the pet industry, puppy mills, and requested that an ordinance be adopted prohibiting the sale of puppies from puppy mills.

Terry Mersentes, 2275 S. Ocean Blvd., spoke regarding the Puppy Welfare Alliance of South Florida and also requested that an ordinance be adopted prohibiting the sale of puppies from puppy mills.

Laurie Brown, Wellington, Florida, spoke regarding her experience adopting a dog from a mill and other municipalities that have passed ordinances to prohibit the sale of puppies from puppy mills.

Council consensus was to refer the matter to the Ordinances, Rules, and Standards Committee for further review.

VI. APPROVAL OF AGENDA

AMENDMENT: Item No. VII.B.1.i., Variance #22-2014, was amended to correct the applicants' names to read, "Martin T. Sosnoff and Toni Sosnoff"

1 **Motion was made by Council President Pro Tem Diamond, and seconded by**
2 **Council Member Townsend, to approve the Agenda, as amended above. On roll**
3 **call, the motion carried unanimously.**
4

5 **VII. DEVELOPMENT REVIEWS**
6

7 Town Clerk Owens administered the oath to all those who would be providing testimony.
8

9 A. Appeals
10

- 11 1. Appeal of Architectural Commission's Decision Regarding A-018- 2014,
12 Window Modification (144 North Ocean Boulevard), by Lauren E.
13 Mimun.

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

16 The following ex-parte communications were declared: Mayor Coniglio,
17 Council President Wildrick, Council President Pro Tem Diamond, and
18 Council Members Kleid, Pucillo, and Townsend, spoke with the appellant,
19 Lauren Mimun.
20

21 Ms. Mimun clarified for the record that the property address is 1144 North
22 Ocean Blvd. and stated her reasons for her appeal of ARCOM's decision.
23

24 Nikita Zukov, ARCOM Vice Chair, 130 Sunrise Ave., provided additional
25 information on the Commission's decision.
26

27 Discussion ensued regarding the window muntins.
28

29 Hank Holmes, ARCOM Commissioner, 157 Peruvian Ave., provided
30 additional information on ARCOM's decision.
31

32 Further discussion ensued regarding the muntins.
33

34 **Motion was made by Council President Pro Tem Diamond, and seconded by**
35 **Council Member Pucillo, to approve the appeal of Architectural Commission's**
36 **decision regarding A-018-2014, for a window modification at 1144 North Ocean**
37 **Boulevard, subject to the condition that the applicant install muntins in the 6 arched**
38 **transoms above the front windows and doors. On roll call, the motion carried 4-1,**
39 **with Council Member Townsend dissenting.**
40

41 B. Variances, Special Exceptions, and Site Plan Reviews
42

- 43 1. New Business
44

- 45 a. SITE PLAN REVIEW #4-2014 The application of John Andrica;
46 relative to property commonly known as 134 Seagate Road;

described as NORTH SHORE ADD TO PALM BEACH LT9; located in the R-B Zoning District. The applicant is requesting a site plan review modification to Site Plan Review #16-2013 approval to move the house forward 2.66 feet and the two car garage portion forward 1 foot. In addition, the proposal reduces the one-story trellis on the east side of the house so that the required angle of vision is met. The purpose is to provide 3 feet between the pool and the loggia and trellis on the house. The minimum front setback would be 25 feet 10 inches and the rear setback would be 24 feet 1 inch, which is allowed by code. [Representative: Rick Gonzalez, AIA]

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

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

Manuel Ayala, REG Architects, on behalf of John Andrica, provided an overview of the applicant's request.

Zoning Administrator Castro provided Staff's comments.

Motion was made by Council President Pro Tem Diamond, and seconded by Council Member Pucillo, that Site Plan Review #4-2014 be approved based upon the finding that the approval of the site plan will not adversely affect the public interest and that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement has been made concerning Section 134-329, items 1 through 11. On roll call, the motion carried unanimously.

- b. SPECIAL EXCEPTION #5-2014 The application of The Northern Trust Company; relative to property commonly known as 250 Royal Palm Way, Suite 300; described as Lot 41 Block E of Revised Map of ROYAL PARK ADDITION to the Town of Palm Beach, Florida, according to the plat thereof as recorded in Plat Book 4, Page 1 Public Records of Palm Beach County, Florida; located in the C-OPI Zoning District. The applicant is requesting to modify a previously approved special exception for a bank to expand "The Northern Trust Company" which currently operates in 4,562 sq.ft. of gross leasable area (Suite 300) into 788 sq.ft. of adjacent space (Suite 304) for a total of 5,350 sq.ft. The expansion is all interior work and is to accommodate the existing employees, not new employees.

[Attorney: Maura Ziska]

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

1 The following ex-parte communications were declared: Council
2 President Pro Tem Diamond and Council Members Pucillo and
3 Townsend spoke with Attorney Ziska, who advocated the position
4 of her client.

5
6 Attorney Ziska, on behalf of The Northern Trust Company,
7 provided an overview of the applicant's request.

8
9 Zoning Administrator Castro provided Staff's comments.

10
11 **Motion was made by Council President Pro Tem Diamond, and seconded by**
12 **Council Member Kleid, that Special Exception #5-2014 shall be granted based upon**
13 **the finding that such grant will not adversely affect the public interest and that the**
14 **applicable criteria set forth in Section 134-229 of the Town Code have been met. On**
15 **roll call, the motion carried unanimously.**

- 16
17 c. SPECIAL EXCEPTION #6-2014 WITH VARIANCES The
18 application of Suntrust Bank; relative to property commonly
19 known as 440 Royal Palm Way, Suite 102; described as Lots 52,
20 53 and 61, together with the North 100 feet of Lot 54, Block C,
21 REVISED MAP OF ROYAL PARK ADDITION TO PALM
22 BEACH, FLORIDA according to the Plat thereof recorded in Plat
23 Book 4, Page 1, of the Public Records of Palm Beach County,
24 Florida; located in the C-OPI Zoning District. A Special Exception
25 is requested to open a new bank for "Suntrust Bank" which will be
26 5,964 sq. ft. gross leasable area in the previous location of
27 Northern Trust Bank. Two variances being requested for signage
28 are as follows: to allow a business identification sign on the west
29 side of the building with no street frontage which is not permitted;
30 and, to allow said sign at a height above the first floor at 27 feet in
31 lieu of the 15 foot maximum allowed. [Attorney: Maura Ziska]
32 *John S. Page, Director of Planning, Zoning and Building*

33
34 The following ex-parte communications were declared: Council
35 President Pro Tem Diamond and Council Members Pucillo and
36 Townsend spoke with Attorney Ziska, who advocated the position
37 of her client.

38
39 Attorney Ziska, on behalf of Suntrust Bank, provided an overview
40 of the applicant's request.

41
42 Zoning Administrator Castro provided Staff's comments.

43
44 Discussion ensued regarding the height and placement of the
45 signage and the town-serving requirement.
46

1 Michael Scharf, 225 Dunbar Road, spoke regarding signage on the
2 sides of buildings.

3
4 Attorney Gregory Kino, on behalf of Southlake Condominium
5 Association, expressed his client's opposition to the signage
6 portion of the application.

7
8 Sandra Miller, Southlake Condominium Association General
9 Manager, provided additional information on the Association's
10 opposition to the signage portion of the application.

11
12 **Motion was made by Council Member Pucillo, and seconded by Council President**
13 **Pro Tem Diamond, to defer Special Exception #6-2014 with Variances to the June**
14 **11, 2014, Town Council meeting. On roll call, the motion carried 4-1, with Council**
15 **Member Kleid dissenting.**

- 16
17 d. SPECIAL EXCEPTION #7-2014 WITH SITE PLAN REVIEW
18 AND VARIANCES The application of Adria A. Roush; relative to
19 property commonly known as 8 Golfview Road; described as Lots
20 7 and 8 of GOLVIEW, according to the map or plat thereof as
21 recorded in Plat Book 7, Page 69, of the Public Records of Palm
22 Beach County, Florida; located in the R-A Zoning District. The
23 applicant is requesting a Special Exception with Site Plan Review
24 to allow the construction of a 7,972 square foot two-story, single
25 family residence on a non- conforming lot which is 140 feet in
26 depth in lieu of the 150 foot minimum required and 19,500 square
27 feet in area in lieu of the 20,000 square foot minimum required in
28 the R-A Zoning District. A Variance is requested to have a
29 building height plane setback ranging from 40.6 feet to 55 feet in
30 lieu of the 49.5 foot to 63.91 foot minimum setback required.
31 [Attorney: Maura Ziska]
32 *John S. Page, Director of Planning, Zoning and Building*

33
34 The following ex-parte communications were declared: Council
35 President Pro Tem Diamond and Council Members Pucillo and
36 Townsend spoke with Attorney Ziska, who advocated the position
37 of her client.

38
39 Attorney Ziska, on behalf of Adria A. Roush, provided an
40 overview of the applicant's request.

41
42 Zoning Administrator Castro provided Staff's comments.

43
44 **Motion was made by Council President Pro Tem Diamond, and seconded by**
45 **Council Member Kleid, that Special Exception #7-2014 shall be granted based upon**
46 **the finding that such grant will not adversely affect the public interest and that the**

1 applicable criteria set forth in Section 134-229 of the Town Code have been met. On
2 roll call, the motion carried unanimously.
3

4 Motion was made by Council President Pro Tem Diamond, and seconded by
5 Council Member Kleid, that the site plan review related to Special Exception #7-
6 2014 be approved based upon the finding that the approval of the site plan will not
7 adversely affect the public interest and that the Council certifies that the specific
8 zoning requirements governing the individual use have been met and that
9 satisfactory provision and arrangement has been made concerning Section 134-329,
10 items 1 through 11. On roll call, the motion carried unanimously.
11

12 Motion was made by Council President Pro Tem Diamond, and seconded by
13 Council Member Pucillo, that the variances related to Special Exception #7-2014, be
14 granted and find, in support thereof, that all of the criteria applicable to this
15 application as set forth in Section 134-201(a), items 1 through 7 have been met. On
16 roll call, the motion carried 4-1, with Council Member Townsend dissenting.
17

- 18 e. VARIANCE #18-2014 The application of Cristina B. Condon,
19 Trustee; relative to property commonly known as 223 Southland
20 Road; described as Lot 46, EAST SHORE ADDITION, an
21 addition to the Town of Palm Beach, Florida, according to the plat
22 thereof on file in the Office of the Clerk of the Circuit Court in and
23 for Palm beach County, Florida in Plat Book 21, Page 14; located
24 in the R-B Zoning District. The applicant is requesting a variance
25 to add 277.3 square foot one- story addition to the kitchen in which
26 a small portion will result in a 10 foot west side yard setback in
27 lieu of the 12.5 foot minimum required in the R-B Zoning District.
28 [Attorney: Maura Ziska]
29 *John S. Page, Director of Planning, Zoning and Building*
30

31 The following ex-parte communications were declared: Council
32 President Pro Tem Diamond and Council Members Pucillo and
33 Townsend spoke with Attorney Ziska, who advocated the position
34 of her client.
35

36 Attorney Ziska, on behalf of Cristina B. Condon, provided an
37 overview of the applicant's request.
38

39 Zoning Administrator Castro provided Staff's comments.
40

41 Motion was made by Council President Pro Tem Diamond, and seconded by
42 Council Member Kleid, that Variance #18-2014 be granted and find, in support
43 thereof, that all of the criteria applicable to this application as set forth in Section
44 134-201(a), items 1 through 7, have been met. On roll call, the motion carried
45 unanimously.
46

- 1 f. VARIANCE #19-2014 The application of Joan Granlund; relative
2 to property commonly known as 710 South County Road;
3 described as Lengthy legal description on file; located in the R-A
4 Zoning District. A variance is requested to add a pitched roof onto
5 an existing two-story flat roof accessory building with a building
6 height plane setback of 8.8 feet in lieu of the 44 foot to 52 foot
7 minimum setback required; and, to add a second floor patio deck
8 and connecting stair (south side of deck) on top of a one-story
9 portion of that building with a zero (0) north side yard setback in
10 lieu of the 15 foot minimum required. The stairs are within the
11 required side yard setback but behind the nonconforming accessory
12 building. [Attorney: Maura Ziska]

13 *John S. Page, Director of Planning, Zoning, and Building*

14
15 The following ex-parte communications were declared: Council
16 President Pro Tem Diamond and Council Members Pucillo and
17 Townsend spoke with Attorney Ziska, who advocated the position
18 of her client.

19
20 Attorney Ziska, on behalf of Joan Granlund, provided an overview
21 of the applicant's request.

22
23 Zoning Administrator Castro provided Staff's comments, and
24 recommended that a new unity of title agreement be executed as a
25 condition of approval.

26
27 **Motion was made by Council President Pro Tem Diamond, and seconded by**
28 **Council Member Pucillo, that Variance #19-2014 be granted and find, in support**
29 **thereof, that all of the criteria applicable to this application as set forth in Section**
30 **134-201(a), items 1 through 7, have been met, subject to execution of a new unity of**
31 **title agreement for the separated properties. On roll call, the motion carried**
32 **unanimously.**

- 33
34 g. VARIANCE #20-2014 The application of David Lambert; relative
35 to property commonly known as 234 Ocean Terrace; described as
36 Lot 19, PLAT OF OCEAN TERRACE, according to the plat
37 thereof, as recorded in Plat Book 20, Page 64, Office of the Clerk
38 of the Circuit Court of Palm Beach County, Florida; located in the
39 R-B Zoning District. The applicant is proposing to build a 1,588
40 square foot one-story, two car garage, loggia and master suite
41 addition that would result in a cubic content ratio (CCR) of 4.16 in
42 lieu of the 2.58 CCR existing and the 3.98 maximum CCR
43 allowed. [Attorney: Maura Ziska]

44 *John S. Page, Director of Planning, Zoning and Building*

1 The following ex-parte communications were declared: Council
2 President Pro Tem Diamond and Council Members Pucillo and
3 Townsend spoke with Attorney Ziska, who advocated the position
4 of her client.

5
6 Attorney Ziska, on behalf of David Lambert, provided an overview
7 of the applicant's request.

8
9 Zoning Administrator Castro provided Staff's comments.

10
11 **Motion was made by Council Member Pucillo, and seconded by Council President**
12 **Pro Tem Diamond, that Variance #20-2014 be granted and find, in support thereof,**
13 **that all of the criteria applicable to this application as set forth in Section 134-**
14 **201(a), items 1 through 7, have been met. On roll call, the motion carried**
15 **unanimously.**

- 16
17 h. VARIANCE #21-2014 The application of Daniel S. Rosenbaum,
18 Attorney; relative to property commonly known as 3230 South
19 Ocean Blvd.; described as Lengthy legal description on file;
20 located in the R-D (1) Zoning District. This request is to allow a
21 variance from sections 62-38 and 62-39 which require construction
22 of a seawall to be on the Town Official Bulkhead Line. The
23 variance is proposed in order to allow construction of a seawall
24 approximately 36 to 43 feet west of the Town bulkhead line in lieu
25 of being placed on the Bulkhead Line. [Attorney: Daniel S.
26 Rosenbaum]
27 *John S. Page, Director of Planning, Zoning and Building*

28
29 There was no ex-parte communication declared by the Town
30 Council.

31
32 Attorney Rosenbaum provided an overview of his request.

33
34 Zoning Administrator Castro provided Staff's comments.

35
36 **Motion was made by Council President Pro Tem Diamond, and seconded by**
37 **Council Member Kleid, that Variance #21-2014 be granted and find, in support**
38 **thereof, that all of the criteria applicable to this application as set forth in Section**
39 **134-201(a), items 1 through 7, have been met. On roll call, the motion carried**
40 **unanimously.**

- 41
42 i. VARIANCE #22-2014 The application of K. Prescott Low and
43 Susan T. Low; relative to property commonly known as 260 Via
44 Bellaria; described as Lengthy legal description on file; located in
45 the R-A Zoning District. Applicants are requesting permission to
46 install a 60kw Generac generator with a proposed landscaped open

space of 44.65% in lieu of the 45.08% existing and the 50% minimum required. [Attorney: M. Timothy Hanlon]
John S. Page, Director of Planning, Zoning and Building

Zoning Administrator Castro clarified for the record that the correct applicants' names are Martin T. Sosnoff and Toni Sosnoff.

The following ex-parte communication was declared: Council President Pro Tem Diamond spoke with Attorney Hanlon, who advocated the position of his clients.

Attorney Hanlon, on behalf of Martin T. Sosnoff and Toni Sosnoff, provided an overview of the applicants' request.

Zoning Administrator Castro provided Staff's comments.

Motion was made by Council President Pro Tem Diamond, and seconded by Council Member Pucillo, that Variance #22-2014 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 4-1, with Council Member Townsend dissenting.

- j. VARIANCE #23-2014 The application of George E. Marucci, Jr.; relative to property commonly known as 308 Cocanut Row; described as The North 55 feet of lots 22 through 26, in Block 1, of REVISED MAP OF ROYAL PARK ADDITION, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, as recorded in Plat Book 4, Page 1, said lands situate, lying and being in Palm Beach County, Florida; located in the R-C Zoning District. The Applicant is requesting a variance to build a two-story, 3,600 square foot (including the garage) single family residence on a vacant lot with a lot 6,875 square feet in area, in lieu of the 10,000 square foot minimum required, and a lot width of 55 feet in lieu of the 75 foot minimum required in the R-C Zoning District. [Attorney: Guy Rabideau]
John S. Page, Director of Planning, Zoning and Building

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

Attorney Rabideau, on behalf of George E. Marucci, Jr., provided an overview of the applicant's request.

Zoning Administrator Castro provided Staff's comments.

1 **Motion was made by Council Member Pucillo, and seconded by Council President**
2 **Pro Tem Diamond, that Variance #23-2014 be granted and find, in support thereof,**
3 **that all of the criteria applicable to this application as set forth in Section 134-**
4 **201(a), items 1 through 7, have been met. On roll call, the motion carried**
5 **unanimously.**

- 6
7 k. VARIANCE #24-2014 The application of Wilber E. James and
8 Janet B. James; relative to property commonly known as 10
9 Golfview Road; described as Lengthy legal description on file;
10 located in the R-A Zoning District. The Applicant is requesting a
11 variance to add railing and cast stone pavers to create a 180 square
12 foot second floor terrace with a 4 inch west side setback in lieu of
13 the 15 foot minimum required. [Attorney: M. Timothy Hanlon]
14 *John S. Page, Director of Planning, Zoning and Building*

15
16 The following ex-parte communication was declared: Council
17 President Pro Tem Diamond spoke with Attorney Hanlon, who
18 advocated the position of his clients.

19
20 Attorney Hanlon, on behalf of Wilber E. James and Janet B.
21 James, provided an overview of the applicants' request.

22
23 Zoning Administrator Castro provided Staff's comments.

24
25 **Motion was made by Council President Pro Tem Diamond, and seconded by**
26 **Council Member Pucillo, that Variance #24-2014 be granted and find, in support**
27 **thereof, that all of the criteria applicable to this application as set forth in Section**
28 **134-201(a), items 1 through 7, have been met. On roll call, the motion carried**
29 **unanimously.**

30
31 **VIII. ORDINANCES**

32
33 A. Second Reading

- 34
35 1. ORDINANCE NO. 1-2014 An Ordinance of the Town Council of the
36 Town of Palm Beach, Palm Beach County, Florida, Amending the Town
37 Code of Ordinances at Chapter 134, Zoning; Article X, On- Street Parking
38 Permits; Division 2, Residential Districts; Section 134- 2296, Issuance of
39 Special Parking Permits Upon Application, to Include a New
40 Subparagraph (d) to Provide for the Issuance of Temporary Group
41 Permits; Amending Division 3, Residential Districts Adjacent to
42 Commercial Districts; Section 134-2328, Temporary Group Permits, to
43 Provide for an Application Fee; Providing for Severability; Providing for
44 Repeal of Ordinances in Conflict; Providing for Codification; Providing
45 an Effective Date.
46 *John C. Randolph, Town Attorney*

1 **Motion was made by Council President Pro Tem Diamond, and seconded by**
2 **Council Member Pucillo, to adopt Ordinance No. 1-2014, on second and final**
3 **reading. On roll call, the motion carried unanimously.**
4

- 5 2. ORDINANCE NO. 2-2014 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 134, Zoning; Article X, On- Street Parking
8 Permits; Division 2, Residential Districts; Section 134- 2293, Designation
9 of Controlled Parking Residential Areas, to Delete Section 134-2293 in its
10 Entirety ; Amending Division 2, Residential Districts; Section 134-2295,
11 Procedures for Determining Controlled Parking Residential Areas, to
12 Require Website Maps and Proper Display of Permits; Providing for
13 Severability; Providing for Repeal of Ordinances in Conflict; Providing
14 for Codification; Providing an Effective Date.

15 *John C. Randolph, Town Attorney*
16

17 **Motion was made by Council President Pro Tem Diamond, and seconded by**
18 **Council Member Pucillo, to adopt Ordinance No. 2-2014, on second and final**
19 **reading. On roll call, the motion carried unanimously.**
20

- 21 3. ORDINANCE NO. 3-2014 An Ordinance of the Town Council of the
22 Town of Palm Beach, Palm Beach County, Florida, Amending the Town
23 Code of Ordinances at Chapter 134, Zoning; Article X, On- Street Parking
24 Permits; Division 2, Residential Districts; Section 134- 2298, Enumerating
25 Unlawful Acts; Section 134-2301, Penalties, Providing for Surrendering of
26 Permits; Providing for a New Section 134-2302, Regarding Revocation of
27 Decal/permit; Amending Division 3, Residential Districts Adjacent to
28 Commercial Districts; Section 134-2334, Enumerating Unlawful Acts;
29 Providing for a New Section 134-2335, Penalties; Providing for a New
30 Section 134-2336, Revocation of Decal/permits; Providing for
31 Severability; Providing for Repeal of Ordinances in Conflict; Providing
32 for Codification; Providing an Effective Date.

33 *John C. Randolph, Town Attorney*
34

35 **Motion was made by Council President Pro Tem Diamond, and seconded by**
36 **Council Member Kleid, to adopt Ordinance No. 3-2014, on second and final**
37 **reading. On roll call, the motion carried unanimously.**
38

- 39 4. ORDINANCE NO. 7-2014 An Ordinance Of The Town Council Of The
40 Town Of Palm Beach, Palm Beach County Florida, Amending Chapter
41 134, Zoning, At Section 134-2 By Creating Definitions For Attic And
42 Veterinarian Office; Section 134-2 By Modifying The Definitions For
43 Building, Height Of, (Applicable To Lots Or Portions Of Lots East Of The
44 State Of Florida Coastal Construction Control Line (CCCL), Individual
45 Business Sign, Habitable Space And Story; Section 134-172 By Creating
46 A One Thousand Foot Property Owner Notice Requirement For Variances

That Exceed The Maximum Density Allowed In The Zoning District But Do Not Exceed The Maximum Density Allowed By The Underlying Future Land Use Designation On A Property; Section 134-261 By Adding 1,000 Foot Property Owner Notice Requirement In the Appropriate Location For A Comprehensive Plan Amendment, Zoning Text Amendment Or Zoning Change That Increases The Allowable Density Or Intensity; Sections 134-1108, 134-1109, 134-1257 and 134-1259 By Allowing Veterinarian Office Uses In The C-TS And C-PC Zoning Districts As A Special Exception Use; Sections 134-1157, 134-1207 And 134-1302 By Prohibiting A Veterinarian Office Use In The C-WA, C-OPI And C-B Zoning Districts; Sections 134-2436 And 134-2437 By Modifying The Individual Business Sign Regulations To Allow Said Signs On The Back of Buildings In Certain Situations; Section 134-2439 By Clarifying That An Individual Business Sign Is Allowed Only To Advertise The Legal Business Name And The Nature Of The Business; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing For An Effective Date.

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

Motion was made by Council President Pro Tem Diamond, and seconded by Council Member Kleid, to adopt Ordinance No. 7-2014, on second and final reading. On roll call, the motion carried 4-1, with Council President Wildrick dissenting.

5. ORDINANCE NO. 8-2014 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 118 of the Town Code of Ordinances Relating to Traffic and Vehicles, at Article III, Parking, Stopping and Standing; Division 1, Generally; at Section 118-86, Regulation Generally; Tow-Away Zones, at Paragraph (a); Amending Section 118-92, Penalty for Violating Parking Regulations Generally; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

John C. Randolph, Town Attorney

Motion was made by Council President Pro Tem Diamond, and seconded by Council Member Kleid, to adopt Ordinance No. 8-2014, on second and final reading. On roll call, the motion carried unanimously.

B. First Reading

Mayor Coniglio recused herself for the following item, left the dais, and provided a Memorandum of Voting Conflict Form 8b to Town Clerk Owens.

1. ORDINANCE NO. 9-2014 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Rescinding Ordinance No. 5-2013 In Its Entirety; Providing An Effective Date.

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

Motion was made by Council Member Pucillo, and seconded by Council President Pro Tem Diamond, to approve Ordinance No. 9-2014, on first reading, with the fourth Whereas clause amended to read, "Whereas, as a result of said repeal...". On roll call, the motion carried unanimously.

IX. ANY OTHER MATTERS

A. Planning and Zoning Commission Appointments.

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

By consensus of the Town Council, the following appointments were ratified:

- Carol Mack – 3 Year Term
- Susan Markin – 3 Year Term
- Danielle Moore – 3 Year Term
- Lewis Crampton – 2 Year Term
- Michael Scharf – 2 Year Term
- Jeffrey Cloninger – 1 Year Term
- Floyd Wideman – 1 Year Term
- Randolph Guthrie – Alternate
- Michael Spaziani – Alternate
- Susan Watts – Alternate

X. ADJOURNMENT

There being no further business, the May 14, 2014, regular Town Council Development Review meeting was adjourned at 12:15 p.m.

APPROVED:

Robert N. Wildrick
Town Council President

ATTEST:

Susan A. Owens, MPA, MMC
Town Clerk

Date

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Minutes

Agenda Title

MINUTES: MAY 14, 2014

Approval of the Minutes of the Regular Town Council Meeting.

Presenter

Susan A. Owens, Town Clerk

Supporting Documents

- [Minutes of the Town Council Meeting Held on May 14, 2014](#)

**MINUTES OF THE REGULAR TOWN COUNCIL MEETING
HELD ON WEDNESDAY, MAY 14, 2014**

I. CALL TO ORDER AND ROLL CALL

The Regular Town Council meeting was called to order on Wednesday, May 14, 2014, at 1:30 p.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

III. COMMENTS OF MAYOR GAIL L. CONIGLIO – None

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

V. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

Drew Martin, Sierra Club Loxahatchee Group, spoke regarding seawalls, dunes, and a new type of beach sand.

VI. APPROVAL OF AGENDA

MOVED: Item No. VII.B.1., Actions in Opposition to Proposed Dredging and Widening of Lake Worth Inlet, was moved to the first item on the regular agenda.

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

VII. REGULAR AGENDA

(Clerk's Note: Item No. VII.B.1. was heard at this time.)

A. Old Business

1. Town Hall Square Project
Presentation by Orator Woodward.
Orator Woodward

1 Orator Woodward, 251 El Bravo Way, provided a presentation on his
2 plans for the Town Hall Square Project.

3
4 Discussion ensued regarding the state grant for restoration of the Flagler
5 Memorial Fountain.

- 6
7 2. Town Hall Square Project
8 Continued Consideration of Scope/Design and Schedule.
9 *H. Paul Brazil, P.E., Director of Public Works*

10
11 Director of Public Works Brazil provided an overview of the conceptual
12 plans for the project, the Landmarks Preservation Commission's informal
13 recommended modifications, the plans proposed by the State, and spoke
14 regarding the project costs.

15
16 Discussion ensued regarding the State's comments, the grant money for
17 the Fountain, the project budget, the need to expedite the Fountain portion
18 of the project, and funding options.

19
20 Mark Rabinowitz, Conservation Solutions, spoke regarding his part in the
21 project design.

22
23 Alexander Ives, Preservation Foundation Executive Director, spoke in
24 support of the Marsh-Sanchez plan, funding that the Foundation would
25 provide, and the need to move forward with this project.

26
27 Heather Henry, Garden Club of Palm Beach, spoke in support of the
28 Marsh-Sanchez plan and moving the project forward.

29
30 Orator Woodward, 251 El Bravo Way, provided additional information
31 regarding the differences between the proposed plans.

32
33 Andrew Roddy, 231 Kenlyn Rd., owner 332 S. County Rd., spoke in
34 support of the Marsh-Sanchez plan, landscaping options, and stated that he
35 would be willing to contribute a fair share of the project costs.

36
37 Patty Sans, South County Road Business Association President, expressed
38 the Association's support of the Marsh-Sanchez plan.

39
40 Bill Boone, Legacy Commission, 322 Pendleton Ln., spoke in support of
41 the Marsh-Sanchez plan.

42
43 Gene Pandula, on behalf of former Town Preservation Consultant Jane
44 Day, spoke regarding the state grant, the Legacy Project, and the need to
45 move forward with the fountain now.

Motion was made by Council Member Kleid, and seconded by Council Member Pucillo, to direct Staff to proceed with the Fountain portion of the project as expeditiously as possible and to take the Marsh-Sanchez Plan before the Landmarks Preservation Commission for their approval. Final approval of the Marsh-Sanchez Plan shall be conditioned upon receiving \$150,000 from the affected property owners. On roll call, the motion carried unanimously.

3. Coastal Matters

a. Coastal Update –Presentation of Photographs

Coastal Coordinator Weber presented photographs of the current coastline conditions.

b. RESOLUTION NO. 71-2014 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 \$112,174 to Applied Technology & Management, Inc., for Town-Wide 2014 Annual Physical Surveys, and Establishing a Physical Monitoring Budget of \$120,000.

Director of Public Works Brazil spoke regarding the need for physical monitoring of the Town's beaches.

Motion was made by Council President Pro Tem Diamond, and seconded by Council Member Kleid, to approve Resolution No. 71-2014. On roll call, the motion carried unanimously.

c. RESOLUTION NO. 72-2014 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 \$493,179 to Coastal Eco-Group, Inc., for 2014 Annual FDEP BMA Cell-Wide Biological Monitoring, and Establishing a Biological Monitoring Budget of \$540,000.

Director of Public Works Brazil spoke regarding the need for biological monitoring of the Town's beach projects.

Motion was made by Council President Pro Tem Diamond, and seconded by Council Member Kleid, to approve Resolution No. 72-2014. On roll call, the motion carried unanimously.

d. Reach 3 Roadway Protective Seawall Funding Alternatives.
H. Paul Brazil, P.E., Director of Public Works

Director of Public Works Brazil provided an overview of the funding alternatives.

Harvey Kinzelberg, 260 N. Ocean Blvd., spoke regarding his seawall and in support of funding alternative #2.

George Cloutier, 240 N. Ocean Blvd., spoke regarding his portions of the seawall and spreading the costs over the life of the structure.

Discussion ensued regarding the funding alternatives and repayment terms.

Motion was made by Council Member Kleid, and seconded by Council Member Townsend, to approve the formation of an assessment district for repayment of the project costs via special non-ad valorem assessments. Said assessments shall be prorated based upon the specific amount of damage to the property owners' respective seawalls, and repayment shall be spread out over the longest legally permissible period. On roll call, the motion carried 3-2, with Council President Wildrick and Council Member Pucillo dissenting.

B. New Business

1. Status of Actions in Opposition to Proposed Deepening and Widening of Lake Worth Inlet.

Mayor Gail L. Coniglio and Town Manager Peter B. Elwell

Mayor Coniglio spoke regarding the necessity of creating a comprehensive strategy which defines the roles of the Town and the other affected parties and organizations that will be working in conjunction with the Town to oppose the project.

Lisa Interlandi, Everglades Law Center, spoke regarding the Center's activities in regards to the opposition of the project.

Town Manager Elwell spoke regarding the engagement of legal and lobbying firms and the funding that would be needed for these services.

Ginger Davis, China, Maine, spoke regarding the permitting process, lobbying efforts, the importance of working on all fronts and at all levels of the approval process, and in opposition to the project.

Bobbie Lindsey Buck, 212 Caribbean Rd., spoke regarding the permitting process and the need to move forward quickly.

Heather Henry, 630 Crest Rd., Garden Club of Palm Beach, expressed the Club's opposition to the project.

James Weiner, 150 Bradley Pl., spoke in opposition to the project and suggested contacting the Federal Inspector General's Office.

Anne Pepper, 333 Seaspray Ave., Neighborhood Alliance of Palm Beach, expressed the Alliance's opposition to the project and requested that the Alliance be added to the coalition working to defeat the project.

Madelyn Greenberg, 3360 S. Ocean Blvd., reiterated Ms. Pepper's comments and requested that the Coalition to Save Our Shores also be added to the coalition working to defeat the project.

Motion was made by Council President Pro Tem Diamond, and seconded by Council Member Kleid, to approve the following Staff recommendations:

- 1. The general framework as set forth in the document entitled "Strategy to Defeat the Proposed Deepening & Widening of Lake Worth Inlet."**
- 2. To reiterate Town Council's direction to Mayor Coniglio and Town Staff to lead the broad collaborative opposition to this project in a manner that is consistent with the general framework set forth in #1 above.**
- 3. To appropriate \$50,000 from the General Fund Contingency Account to support the Everglades Law Center's efforts as the leader of the litigation team opposing this project.**

On roll call, the motion carried unanimously.

2. Proposed Projects at the Par 3 Golf Course.
Jay Boodheshwar, Director of Recreation and Special Projects

Director of Recreation and Special Projects Boodheshwar provided an overview of the proposed projects.

Motion was made by Council President Pro Tem Diamond, and seconded by Council Member Pucillo, to approve the proposed projects at the Par 3 Golf Course. On roll call, the motion carried unanimously.

3. Consideration of Design and Bid Phase Services Contract for the Street Lighting Upgrades on South Ocean Boulevard from Sloan's Curve to Lake Avenue.

Director of Public Works Brazil provided an overview of the project.

Discussion ensued regarding the cost of the project and funding options.

- a. RESOLUTION NO. 73-2014 A Resolution of the Town Council of

the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Design and Bid Phase Engineering Services to Erdman Anthony of Florida, Inc., in an Amount of \$180,310 for the Street Lighting Upgrade on South Ocean Boulevard from Sloan's Curve to Lake Avenue, and Establishing a Design and Bid Phase Budget of \$200,000.

Motion was made by Council Member Pucillo, and seconded by Council Member Townsend, to defer Resolution Nos. 73-2014 and 74-2014. On roll call, the motion carried unanimously.

- b. RESOLUTION NO. 74-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Evaluating Undergrounding of Overhead Lines to Erdman Anthony of Florida, Inc., in an Amount of \$24,065 for the Street Lighting Upgrade Project on South Ocean Boulevard from Sloan's Curve to Lake Avenue, and Establishing an Evaluation Budget of \$26,500.
H. Paul Brazil, P.E., Director of Public Works

This item was deferred; see above action.

VIII. ANY OTHER MATTERS

- A. Authorization for the Town Manager to Engage Firms to Provide Legal and Lobbying Services Related to the Town's Opposition to the Proposed Deepening and Widening of the Lake Worth Inlet.

Town Manager Elwell stated that, in lieu of having to hold a special Town Council meeting, the Town Council could authorize him to engage firms to provide legal and lobbying services, in an amount not to exceed \$25,000. Engagement of the firm or firms could be ratified at the June 10, 2014, Town Council meeting. If additional funding is required, then the Town Council can also authorize said funding at the same meeting.

Motion was made by Council President Pro Tem Diamond, and seconded by Council Member Pucillo, to approve, in an amount not to exceed \$25,000. Said engaged firm or firms shall be ratified at the June 10, 2014, Town Council meeting. If additional funds are required, then they will also be authorized at the June 10, 2014, Town Council meeting. On roll call, the motion carried unanimously.

1 **IX. ADJOURNMENT**

2
3 There being no further business, the May 14, 2014, regular Town Council meeting was
4 adjourned at 5:41 p.m.
5

6
7 APPROVED:
8
9

10
11
12
13 _____
14 Robert N. Wildrick
15 Town Council President

16 ATTEST:

17
18
19 _____
20 Susan A. Owens, MPA, MMC
21 Town Clerk

22 _____
23 Date

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Minutes

Agenda Title

Approval of Major Matters Considered by the Architectural Commission at its Meeting of May 28, 2014.

Presenter

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

Supporting Documents

- [Memorandum dated June 3, 2014, from John S. Page, Director of Planning, Zoning and Building](#)
- [ARCOM Minutes of May 28, 2014](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 10, 2014

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 28, 2014

Date: June 3, 2014

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the major items that were approved by ARCOM at the regularly scheduled meeting of May 28, 2014.

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 28, 2014.

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

WEDNESDAY, MAY 28, 2014, 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: (09:00:00 a.m.)

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

II. ROLL CALL: (09:00:19 a.m.)

Robert J. Vila, Chairman	PRESENT
Kenn Karakul, Member	PRESENT (arrived at Election of Vice Chairman)
Ann L. Vanneck, Member	PRESENT
Richard Sammons, Member	PRESENT
Peter I. C. Knowles II, Member	PRESENT
Martin D. Gruss, Alternate Member	PRESENT
Alexander C. Ives, Alternate Member	PRESENT
Michael B. Small, Alternate Member	PRESENT

Staff members present: John S. Page, Director of Planning, Zoning and Building, John Lindgren, Planning Administrator, and Cynthia Delp, Secretary to the Architectural Commission. Town Attorney John C. Randolph was present for part of the meeting.

Let the record show that two of the alternate members served as voting members today. Mr. Gruss was a voting member for all of the meeting. As for the other alternate member who was a voting member, this varied between Mr. Ives and Mr. Small, depending on which of them was present at the time.

III. PLEDGE OF ALLEGIANCE:

IV. ELECTION OF VICE CHAIRMAN: (09:00:39 a.m.)

Mr. Karakul nominated Mrs. Vanneck as Vice Chairman. That nomination was seconded by Mr. Knowles. There were no other nominations. Mrs. Vanneck is now the Vice Chairman.

- V. **APPROVAL OF THE MINUTES FROM THE APRIL 23, 2014 MEETING: (09:01:30 a.m.)**
MOTION BY MR. KNOWLES FOR APPROVAL OF THE MINUTES.
MOTION SECONDED BY MRS. VANNECK.
MOTION CARRIED UNANIMOUSLY.
- VI. **APPROVAL OF THE AGENDA: (09:01:48 a.m.)**
MOTION BY MRS. VANNECK FOR APPROVAL OF THE AGENDA.
MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED UNANIMOUSLY.
- VII. **ADMINISTRATION OF THE OATH TO PERSONS WHO WISH TO TESTIFY: (09:02:00 a.m.)**
Mrs. Delp administered the oath at this time and throughout the meeting as necessary.
- VIII. **OTHER BUSINESS: (09:02:15 a.m.)**
375 S. County Road - Bricktop's
Comments relative to sample awning lighting
- Commission members had been asked to go by the Bricktop's location to view the sample awning lighting. Comments: Not attractive; industrial and contemporary; awning lighting is unnecessary.
- MOTION BY MR. KARAKUL THAT THE LIGHTING EXPERIMENT WAS NOT SUCCESSFUL, AND THAT WE MOVE THAT THEY NOT PROCEED WITH ADDITIONAL LIGHTING.**
MOTION SECONDED BY MR. SAMMONS.
MOTION CARRIED UNANIMOUSLY.
- Staff clarified that the sample lighting is to be removed.
- IX. **PROJECT REVIEW: (09:04:17 a.m.)**
- A. **MAJOR PROJECTS-OLD BUSINESS: (09:04:21 a.m.)**
B - 009 - 2014 New Residence
Address: 167 Seagate Road
Applicant: Mads Thomsen
Architect: Mitchell O'Neill
Project Description: New single family home, landscape design, hardscape design (preliminary)
- At the March meeting, the project was not heard and was deferred to the May meeting at the request of the applicant.
- Call for disclosure of ex parte communication: Disclosure by several members
- Town Attorney, John Randolph, advised the members as to what information should be included within ex parte disclosures.
- ARCHITECTURAL PRESENTATION BY: Mitchell O'Neill

Mr. O'Neill presented the project in accordance with the submitted plans and as described above. He began by explaining the location of the property; by showing photos of the existing Palm Beach homes designed in the International style; and, by discussing the scale of the neighborhood. He explained that the design of the home focuses on views of the Intracoastal, with the front of the home designed for privacy. As such, most of the glazing is on the west and south elevations. Other design elements: White limestone accent wall dividing the L-shaped home into two sections; front door facing Seagate Road; pool behind high hedge and wall, double paned insulated glass; and some "green" features.

Commission comments: Changes made to the plans should have been more in keeping with the neighborhood; you have not addressed the neighbors' concerns; there is nothing that protects the people going down the street or the neighbors from the impact of this house, visually or aesthetically; concern for available views into the bathroom; no privacy for the public from this house; does not conform to Section 18-205 (a)... the proposed building or structure is not in harmony with the proposed developments on the land and the general area...; as to Section 6, the proposed building is very dissimilar in relation to any other existing structure; there is not architectural compatibility; the arrangement of the components of the structure is not pleasing; the appearance of mass from the street or from any perspective visible to the public or adjoining neighbors is not pleasing; the diversity of design that is complementary with size and massing of adjacent property...; the plan is not in conformity with good taste and design, and in general, does not contribute to the image of the Town as a place of beauty, spaciousness, balance, taste, fitness, charm and high quality; some nice features, but quite a substantial mass there on the street; issues with privacy; almost confrontational relationship to rest of street; the amount of glass is not shaded in any way, which lacks logic; a brise soleil might be welcome to break up the facade; the issue we have is that this is sited within this neighborhood...this is not the appropriate location for this particular structure; the structure is inappropriate in relation to the established character of this immediate neighborhood.

Mr. Fleck presented the landscape/hardscape in accordance with the submitted plans. He explained that the design scheme is for a tropical modern theme. Design elements include: staggered height Foxtail Palms, Clusia hedge, large specimen Sylvester Palm, Diamond Cashmere Soysia turf, other landscape material as presented; generator and enclosure in northeast corner; and, driveway gate.

Commission comments: No screening of glazing at master bath, except for Foxtails; landscape is not integrated with the design; create some mystery to be more successful; always refreshing to see projects in the Contemporary style, but the project would benefit from more camouflage.

Mr. Lindgren explained that neighbors have submitted letters and e-mails relative to this project, a series of correspondence (Round #1) based upon the original design, and more recent correspondence (Round #2) based upon the revised design presented today. Mr. Lindgren read the following Round #2 letters into the record:

1. Letter dated May 23, 2014 from Richard Holt, 156 Seagate Road, opposing the project.
2. Letter dated May 23, 2014 from Joanne Paladino, 148 Seagate Road, opposing the project.
3. E-mail dated May 23, 2014 from Sally Gingras, Reef Road, opposing the project.
4. Letter dated May 22, 2014 from Varick Foster, 162 Dolphin Road, supporting the project.
5. E-mail dated May 23, 2014 from Bill Sned, (address not listed), opposing the project.

6. Letter dated May 27, 2014 from Jeffery W. Smith, 119 Seagate Road, opposing the project. Also an included photograph showing another Contemporary home which does not respect its neighborhood (not located in Palm Beach)
7. E-mail handed to Mr. Lindgren (at ARCOM meeting) by Attorney Maura Ziska from Jeff and Katy Amling (address not listed) in opposition to the project.

Mr. Lindgren noted that the Round #1 letters were six opposed and two in support. Mr. Randolph noted that several of the letters cited an incorrect code section number

Chairman Vila called for public comment. The only person who rose to speak was Mr. Piñon, attorney for the property owner, who proceeded to address certain comments made and read into the record at this hearing. A sampling of his comments: It is not sufficient to merely say that it is not architecturally compatible...you have to say why; the first set of letters should not be considered by any members because the plans and architect have changed...they are simply not relevant here; Palm Beach encompasses many different styles; we have a solution...if you don't want to see the house, we can screen it with taller landscaping; this commission just approved a brand new modern structure of almost 10,000 square feet right on Ocean and Angler (Chu property); to address the comments about shade and privacy, the home is equipped with state of the art technology controlling shades; this is a fine example of the International style done by an award winning architect; and, the neighborhood is going to experience some transition due to expected demolitions and subsequent requests for new homes.

Mr. Randolph advised that the Commission can only consider the Round #2 letters received.

Commission comments: A world-class project, but the problem is concerned with the context and the neighborhood; a landscape solution is a viable one; members should remember that ARCOM has approved other Contemporary houses in town; the owner has a right to build a two-story house; the architecture is meritorious; having a bathroom on the second floor is not an issue...shades will take care of that; the popular thing to do is to deny, but the owner deserves better than that; if he is willing to place additional screening, the house will become virtually invisible from the street.

MOTION BY MR. GRUSS TO APPROVE AS PRESENTED, WITH THE CAVEAT THAT A 12 FT. HEDGE BE INSTALLED.

Under discussion, a 16-19 ft. Hedge would be better; it needs something more than just hedging.

MOTION RE-STATED BY MR. VILA FOR APPROVAL OF THE PROJECT WITH A DEFERRAL OF THE LANDSCAPE ARCHITECTURE, ASKING THAT A RE-DIRECTION BE TAKEN IN TERMS OF HEDGING AND CAMOUFLAGING THE SUBJECT HOUSE.

Commission comments: ARCOM has judged the merits of the architecture...the house should stand on its own, and the landscape should enhance it; Look at the architecture without the landscape; we have not been given sufficient details to consider this as meritorious architecture; it is wrong to dislike the architecture or the location of the architecture, but then say it is alright to just cover it up with landscaping.

Mr. O'Neill responded to the comment regarding insufficient details by providing some additional information relative to the material choices: Cut granite driveway in 4 x 4 sections, windows and door frames in anodized aluminum in a light grey finish, and, white limestone on the accent wall.

MOTION DIED FOR LACK OF A SECOND.

MOTION BY MR. IVES TO DEFER THE ARCHITECTURE AND THE LANDSCAPE FOR RE-STUDY TAKING INTO ACCOUNT THE COMMENTS OF THIS COMMISSION AND THE COMMENTS OF THE ATTORNEY FOR THE APPLICANT ON THE SIZE OF THE HEDGE AS WELL AS THE SCALE OF THE PROPERTY AND THE RHYTHM OF THE FACADE AND ITS WINDOWS.

MOTION SECONDED BY MR. KARAKUL.

MOTION CARRIED UNANIMOUSLY.

B - 027 - 2014 New Residence

Address: 266 Fairview Road

Applicant: William and Judith Cooley

Architect: ~~Jeffrey Ray, Architect~~ The Pandula Architects, Eugene Pandula

Project Description: Construction of a new single family residence with landscape and hardscape approval requested. Two-story; Building Color - Beige; Roof - Tan Cement Tile; Trim - White

At the March meeting, the project was heard, and a motion carried to defer the project to the April meeting for further study. At the April meeting, the project was not heard and was deferred to the May meeting at the applicant's request.

Call for disclosure of ex parte communication: Disclosures by Mr. Ives and Mr. Small

ARCHITECTURAL PRESENTATION BY: Eugene Pandula, The Pandula Architects

Mr. Pandula presented the revised plans in accordance with the submitted plans in response to the comments made at the March meeting. He explained that today's presentation was a measure to get consensus on this revised design, acknowledging that the project will return to the Commission with further details. Plan changes include: Net reduction of 180 sq. ft. on ground floor; reduction of 405 sq. ft. on second floor; increased front setback; modulated front facade; decrease building height; decrease overall height; roof form decreased; site plan remains the same, but building pushed 3 ft. to south; retained front facing garage; decreased the overhang; decreased pool size to 12 ft. x 12 ft.; added trellis over garage door; changed quatrefoil windows to ovals; added cast stone surround around door; eliminated awning and grill work on door; eliminate shutters on second floor; and, simplify elevations.

Commission Comments: Great progress; roof mass over the garage and the other wing in the front would be better if reduced; huge improvement; same issue with roof massing; issue with raised panel over breakfast nook; could the curb cuts be narrowed?; front facing garages are common on this street; and, fits context of area.

MOTION BY MR. SAMMONS FOR APPROVAL, AS PRESENTED, WITH THE CAVEAT THAT FURTHER DETAILING AND LANDSCAPING IS TO RETURN TO THE COMMISSION FOR APPROVAL.

MOTION SECONDED BY MR. IVES.

MOTION CARRIED UNANIMOUSLY.

B - 032 - 2014 Addition

Address: 1930 S. Ocean Blvd.

Applicant: Lloyd Miller

Architect: Backen Gillam Kroeger Architects/Cristof Eigelberger

Project Description: A proposed two (2) story addition to the existing residence at 1930 S. Ocean Blvd. The proposed addition occurs at the northeast portion of the building with access from S. County Road from an existing driveway. The proposed building will have additional parking for the residence.

At the April meeting, the project was heard and then deferred to the May meeting.

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

ARCHITECTURAL PRESENTATION BY: Christof Eigelberger, Backen Gillam Kroeger

LANDSCAPE PRESENTATION BY: Mario Nievera, Nievera Williams Design

Mr. Eigelberger presented revised plans in response to the comments made at the last meeting. He noted changes to the plans which include: Separated the two-story addition from the main portion of the building with a connector, preserving the integrity of the architecture of the main house; added a single window back into main facade; paint color to match main house; new addition is 13" lower than the main house; turned the new building; and, decreased the square footage by 200 sq. ft.

Commission comments: Still seems like a "little lost orphan over there"...the connection is not very graceful...too close to the road and too large in relation to the other masses; detail it differently; it would almost be better as a separate building; it still has a prominence; the plans (A3.1) show that significant changes were made; you've addressed the comments from last month, but a little troubled by hipped roof...architecturally, you've done a good job of addressing our concerns; it is set back enough; and, it is certainly an improvement.

MOTION BY MR. KARAKUL TO APPROVE THE ARCHITECTURE AS PRESENTED.

MOTION SECONDED BY MRS. VANNECK.

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

Mario Nievera presented the landscape/hardscape pursuant to the revised submitted plans. Design elements include: Sloped lawn and lawn steps leading up to main terrace when parking in guest area; walkway leading to north entrance of building; walkway continues through gates leading down to lakefront; formal lawn, courtyard and parterre, and, espaliered Sea Plum on east elevation. It was noted that the plans do not detail a yard trash area. Mr. Nievera responded that he will place it in the northeast corner. Existing driveway gates will be re-used.

MOTION BY MR. IVES FOR APPROVAL OF THE LANDSCAPE AS PRESENTED.

MOTION SECONDED BY MR. KARAKUL.

MOTION CARRIED UNANIMOUSLY.

Let the record show that there was a short recess from 10:42 a.m. to 10:53 a.m.

B - 036 -2014 Landscape/Hardscape

Address: 1840 S. Ocean Blvd.

Applicant: Dr. Ernst and Nataly Langner

Architect: Mario Nievera

Project Description: Proposed complete hardscape and landscape plans

The project was approved as presented at the April meeting, except for the gates which need to come back, along with an elevation.

Call for disclosure of ex parte communication: No disclosures

LANDSCAPE PRESENTATION BY: Mario Nievera, Nievera Williams Design

In response to comments made at the April meeting, Mr. Nievera returned with a revised gate design with simplified detailing and an elevation, as requested. The new design applies to the two driveway gates.

MOTION BY MR. IVES FOR APPROVAL AS PRESENTED.

MOTION SECONDED BY MR. KARAKUL.

MOTION CARRIED UNANIMOUSLY.

B. **MAJOR PROJECTS-NEW BUSINESS: (10:55:16 a.m.)**

B - 038 - 2014 Modifications

Address: 249 S. Woods Road

Applicant: Charles and Sara Fabrikant

Architect: Design Phase Architecture, LLC

Project Description: Proposed modifications to existing one story guesthouse: Proposed first floor modifications to interior layout and associated fenestration, proposed second story "Bunkroom" addition (Bedroom, bath, closet - 365 sq. ft.) All new fenestration to be impact rated. Associated landscape and hardscape modifications.

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

ARCHITECTURAL PRESENTATION BY: Laura Wright, Design Phase Architecture

LANDSCAPE PRESENTATION BY: Keith Williams, Nievera Williams Design

Ms. Wright presented the project in accordance with the submitted plans and as described above for the second story addition to the guest house for this expanding family. The design received only positive comments.

Mr. Williams presented a simple landscape design in keeping with the main house landscaping. Design elements include: Remove pavers on the east side; cast stone walkway; existing Ficus hedge underplanted; espaliered Sea Plum vines; other landscape material as presented; and, will add more Travelers Palms at the garage corner to buffer the two story building.

MOTION BY MR. IVES FOR APPROVAL OF THE ARCHITECTURE AND THE LANDSCAPE.

MOTION SECONDED BY MR. SAMMONS.

MOTION CARRIED UNANIMOUSLY.

B - 039 - 2014 Demolition and New Residence

Address: 245 Atlantic Avenue

Applicant: Mr. and Mrs. Elvio DelZotto

Architect: Bonilla Torregroza Architecture LLC/Carlos A. Bonilla AIA

Project Description: Demolition of existing two-story apartment building (with 4 units);

Construction of a new 4,977 sq. ft. two-story single family residence with pool, hardscape and landscape. Roof - Flat cement tile roof in light (moss) green; Building Color - Off-white; Trim - White; Shutters - Celedon Green

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

ARCHITECTURAL PRESENTATION BY: Carlos Bonilla, Bonilla Torregroza Architecture

LANDSCAPE PRESENTATION BY: Steve Parker, Parker Yannette

OTHERS WHO TESTIFIED: Ben Turnipseed, (neighbor to west)

Mr. Bonilla provided the demolition report for this two-story, 4 unit apartment building built in 1952.

MOTION BY MRS. VANNECK FOR APPROVAL OF THE DEMOLITION WITH THE TYPICAL CAVEATS FOR SODDING AND IRRIGATING WITHIN 30 DAYS, AND NOTING THAT THERE IS NO EXISTING PLANT MATERIAL ON SITE WORTH SAVING.

MOTION SECONDED BY MR. IVES.

MOTION CARRIED UNANIMOUSLY.

Mr. Bonilla continued with the presentation of the new single family dwelling with four bedrooms and four bathrooms with an attached one-story garage wing in accordance with the submitted plans and as described above. Design elements: Traditional, Neo-Classical style, copper gutters and downspouts, portico at entry, smooth stucco exterior, second floor shutters, and, front loading garage.

Commission comments: Nicely done; copper piping is very prominent on the facade...perhaps recess them; good job going from four dwellings to one; you're decreasing the density and intensity; any chance to reduce curb cuts?; several doorway options noted (but Option A was the applicant's preferred option).

Mr. Parker presented the landscape/hardscape plan in accordance with the submitted plans. Design elements include: Remove interior palms; leave buffering; on east side property line, remove existing Ficus hedge; circular driveway; Coconut Palms in the front and rear; Alexander Palms framing the entry; heavy buffering on both sides; Bougainvillea on walls adjacent to front door; and, other landscape material as presented

Commission comments: Driveways are already as narrow as they can be; the rear needs more coverage, so add taller palms; the two Ligustrum in the front are too small...they should be taller.

Mr. Turnipseed, neighbor to the west, requested that the garage be placed on the other side of the house and was concerned about off street parking and drainage.

Commission comments: Wonderful project for this location; very nice; enhances the neighborhood.

MOTION BY MR. IVES FOR APPROVAL AS PRESENTED, WITH THE CAVEATS MENTIONED BY MRS. VANNECK (ADD TALLER PALMS IN REAR AND USE TALLER LIGUSTRUM IN FRONT).

MOTION SECONDED BY MRS. VANNECK.

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

B - 040 - 2014 Partial Demolition and Additions

Address: 315 Eden Road

Applicant: Reinhard Brandner & Claudia M. Brandner

Architect: Jason P. Drobot, R.A.

Project Description: The project includes the removal of 1,909 square feet of the existing residential structure located at the west side of the property which currently encroaches into the side yard setback by two feet. The structure to be removed consists of a 380 square foot carport, a sub-level two car garage with laundry room and staff room, and the removal of two existing bedrooms and two existing baths. The 1,978 square foot addition which will comply with the current side yard setback requirements shall include a new two car garage, laundry room, kitchen, butler pantry, three bedrooms and three baths at the west side of the property. The finished floor elevation of the new livable space shall match the finished floor elevation of the existing residence to remain. Existing hardscape and landscape shall be removed to accommodate the new addition.

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

ARCHITECTURAL PRESENTATION BY: Jason Drobot, Brasseur & Drobot

Mr. Drobot presented the project in accordance with the submitted plans and as described in detail above. The project received only positive comments as a lovely improvement.

MOTION BY MR. KARAKUL FOR APPROVAL AS PRESENTED.

MOTION SECONDED BY MRS. VANNECK.

MOTION CARRIED UNANIMOUSLY.

B - 041 - 2014 Demolition

Address: Lot 52 Sunset Avenue, 214 Sunset Avenue, 216 Sunset Avenue, and 231 Royal Poinciana Way

Applicant: T3 Family Investments, LLC

Architect: Parker-Yannette Design Group

Project Description: Demolition of all existing improvements, outbuildings and appurtenances and landscaping removal

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

DEMOLITION PRESENTATION BY: Attorney Frank Lynch

LANDSCAPE PRESENTATION BY: Chuck Yannette, Parker Yannette

OTHERS WHO TESTIFIED: Dr. Jane S. Day on behalf of the applicant

Let the record show that Mr. Small will vote on this item, as Mr. Sammons left the meeting for approximately 15 minutes.

Mr. Lynch provided the demolition report for the Testa's service station, restaurant and via. The service station was built in 1940 and re-built in 1958; the restaurant was built in 1947; and the via was built in 1985/86. None of the structures are landmarked or under consideration for landmarking, and there are no specimen trees on the property.

Mr. Yannette stated that there is not much landscape material on the property to be saved. He noted that the hedges on the north and west sides will remain in place for the demolition and construction; five Adonidea Palms and a double Foxtail will be saved and relocated off-site; in the via, along the east property line, the landscape material will stay in place as a buffer. All Schefflera will be removed, except for perhaps one growing into a foundation. The property will be sodded and irrigated after demolition.

Chairman Vila called for public comment, but there was none. Mr. Ives asked whether there was any evidence that the Town jail was on this property. Dr. Day stated that a 1919 Sanborn map showed the Town jail, a small wood frame vernacular building, somewhere in the vicinity of Testa's restaurant, though there is no evidence that the two buildings in that via are, in fact, the Town jail as this has not been researched. Mr. Ives also noted that this is the last neon sign left in the Town of Palm Beach asking if there were plans to save it.

Mr. Gruss asked if there were environmental issues concerning the gas station. Mr. Lynch responded that they have dealt with those issues. It is conformance with all state guidelines at present. The tanks, still there, will be removed.

Let the record show that Mr. Sammons returned to the dais at this time.

MOTION BY MRS. VANNECK TO APPROVE THE DEMOLITION AS PRESENTED, BUT WITH THE FOLLOWING REQUESTS:

- (1) DEMOLISH THE GAS STATION FIRST, AND THAT REMEDIATION FOR THE GAS TANKS BE DONE FIRST SO WE DON'T LOOK AT A PROPERTY THAT IS IN DISREPAIR ALL OVER THE PLACE.**
- (2) DO THE DEMOLITION AND HAVE IT COMPLETE BEFORE NOVEMBER 1ST, AND SOD AFTERWARD.**
- (3) DO NOT DO ANY DEMOLITION WITHIN THE SEASON. IF IT IS NOT DONE THIS SEASON, THEN DO IT AFTER MAY 1ST SO YOU ARE NOT INCONVENIENCING THE PEOPLE IN THIS TOWN ANY MORE THAN WE HAVE TO.**

The applicant was asked when they intend to do the demolition. Mr. Lynch could not say with any certainty that the demolition would happen this summer. He pledged that his client will make efforts to maintain the property.

Mr. Randolph noted that the demolition approval is good for one year. If the applicant does not begin demolition until after May 1, the ARCOM approval will soon expire. Mr. Randolph asked when the demolition is anticipated. Mr. Lynch responded that the demolition will be done in accordance with the code, but he could not be more specific than that except to say that it will be due, in part, to how quickly a plan can be developed and implemented.

Mr. Gruss asked whether it was appropriate to place conditions such as these on a motion for approval of demolition. Mr. Randolph replied that these conditions were applied as a request to the applicant, and as such, are in order. He cautioned, however, once again that the demolition approval will expire in one year. Mr. Lindgren added that a permit for demolition must be issued prior to May 28, 2015, or the ARCOM approval will have expired.

**MOTION SECONDED BY MR. GRUSS.
MOTION CARRIED UNANIMOUSLY.**

[B - 042 - 2014 New Residence](#)

Address: 1475 N. Lake Way

Applicant: Nicholas Coleman

Architect: Roger Janssen, Dailey Janssen Architects

Project Description: Construction of a new one-story residence, landscape, hardscape and pool. Metal Roof; Building and Trim Color - White

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

ARCHITECTURAL PRESENTATION BY: Roger Janssen, Dailey Janssen Architects
LANDSCAPE PRESENTATION BY: Don Skowron

Mr. Janssen presented the project in accordance with the submitted plans and as described above for a new one-story residence in the Bungalow Ranch style. Design elements include: H-shaped residence, entry pergola, white stucco, 16" standing seam metal roof, deep overhangs at gables, aluminum louvers, brise soleil elements, large open yard at south side and a pool in that area, two curb cuts with driveway and off-street parking, and, two-car garage.

Commission comments: Happy to see cottage approach; roofs out of scale; pergolas not successful on front facade; very successful project.

Mr. Skowron presented the landscape/hardscape in accordance with the submitted plans for a simple, but strong landscape addressing privacy and shade. Design elements include: Two curb cuts (1@12 ft. and one at a 45 degree angle; Ficus perimeter; Clusia; relocate Sabal Palms on site; other landscape material as presented; large turf area to west; 15 ft. x 15 ft. outdoor terrace; 16 ft. x 34 ft. pool screened and shaded by triple Adonidea Palms.

**MOTION BY MR. SAMMONS FOR APPROVAL AS PRESENTED.
MOTION SECONDED BY MR. IVES.
MOTION CARRIED 6-1, WITH MR. GRUSS OPPOSED.**

[B - 043 -2014 Demolition and New Residence](#)

Address: 198 Via Linda

Applicant: Mr. and Mrs. Jyrki Salminen

Architect: Roger Janssen, Dailey Janssen Architects

Project Description: Demolition and construction of new 2-story residence; landscape; hardscape and pool. Roof: Grey Cement Tile; Building Color - Off-White; Trim Color - White

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

ARCHITECTURAL PRESENTATION BY: Roger Janssen, Dailey Janssen Architects

LANDSCAPE PRESENTATION BY: Dustin Mizell
OTHERS WHO TESTIFIED: Chris Lehman, 201 Plantation

Mr. Janssen provided the demolition report for this one-story residence built in 1957.

**MOTION BY MRS. VANNECK FOR APPROVAL OF DEMOLITION WITH THE
TYPICAL CAVEATS FOR SODDING AND IRRIGATING.
MOTION SECONDED BY MR. SMALL (as Mr. Ives had left the dais).
MOTION CARRIED UNANIMOUSLY.**

Let the record show that Mr. Ives returned to the dais.

Mr. Janssen presented the project in accordance with the submitted plans and as described above for a two-story home in the Georgian British Colonial style with one-story wings with an attached one-story pool cabana, and a large open pool yard on the west part of the property. Curb cuts occur on Via Linda. The garage will be placed in the southeast corner of the property. Design elements include: Open second floor loggia to the west overlooking the pool garden; cement tile roof; white stucco walls; stucco quoins; one-story entrance portico; dormers; and, copper elements.

Commission comments: Problem with loggias and free standing chimneys and structures connecting cabana to house; disorganized; doesn't work well with very formal main house; one column support for shallow hipped roof; and, intercolumniation at front portico is spaced too far apart, and associated issues.

Mr. Mizell presented the landscape/hardscape in accordance with the submitted plans. Design elements include: relocate many existing palms to create palm grove; 16 ft. Callophyllum hedge on east; more formal planting in front; two Date Palms in front; keep west as open as possible for children; and, pool floating in lawn.

Commission comments: Italian Cypress may not survive; concern for Date Palms and wires; herb garden; other landscape material as presented; questioning bronze colored railings...a formal house would not have bronze...recommend off-white.

Chris Lehman, 201 Plantation, neighbor behind this property, expressed concern about views into his property and a gap in the landscaping, and requested that the proposed 6 ft. wall between the properties be increased in height to 7 ft. The applicant promised to fill the gap and agreed to raise the height of the wall to 7 ft.

Mr. Janssen asked to receive some type of approval to be able to move forward. It was suggested that the Olive tree be moved toward the chimney by 10 ft. in order to screen it. The applicant agreed to make those changes.

**MOTION BY MRS. VANNECK FOR APPROVAL AS PRESENTED WITH A FEW
CHANGES TO THE LANDSCAPE (AS DISCUSSED) AND THAT THE RAILINGS BE
WHITE VS. BRONZE AND THAT IT'S A 7 FT. WALL ON THE SOUTH, AND TO
TWEAK THE PORTICO.
MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED UNANIMOUSLY.**

Let the record show that there was a lunch recess from 12:30 p.m. to 1:02 pm.

Let the record show that the next two projects for demolition on Blossom Way were taken together.

B - 044 -2014 Demolition

Address: 20 Blossom Way

Applicant: Black Calabash Family Holdings, LLC

Architect: Smith Architectural Group Inc.

Project Description: Complete demolition of the existing residence, structure, driveway, hardscape and landscape material removal as reflected on the survey

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

ARCHITECTURAL PRESENTATION BY: Jeffery W. Smith, Smith Architectural Group

LANDSCAPE PRESENTATION BY: Keith Williams, Nievera Williams Design

Mr. Smith provided the demolition report for this two-story structure which served as the guesthouse of the home at 30 Blossom Way. It was built in 1989 in the shingle style. There are 11 historic specimen trees on the property which will be salvaged.

(SEE MOTION BELOW)

B - 045 -2014 Demolition

Address: 30 Blossom Way

Applicant: Black Calabash Family Holdings LLC

Architect: Smith Architectural Group, Inc.

Project Description: Complete demolition of the existing residence, structure, pool, driveway, hardscape and landscape material removal as reflected on the survey

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

ARCHITECTURAL PRESENTATION BY: Jeffery W. Smith, Smith Architectural Group

LANDSCAPE PRESENTATION BY: Keith Williams, Nievera Williams Design

Mr. Smith provided the demolition report for this 1989 Mediterranean style residence.

Mrs. Vanneck asked why the existing Bismarckia would be relocated because they do not like to be moved. Mr. Williams responded that they will not move it unless absolutely necessary.

MOTION BY MRS. VANNECK TO APPROVE THE DEMOLITION FOR BOTH PROPERTIES (B-044-2014 AND B-045-2014) WITH THE TYPICAL CAVEATS FOR SODDING AND IRRIGATING WITHIN 30 DAYS.

MOTION SECONDED BY MR. SAMMONS.

MOTION CARRIED UNANIMOUSLY.

(Let the record reflect that Mr. Karakul was not present at the time, so Mr. Small voted.)

[B - 046 - 2014 Demolition](#)

Address: 619 Island Drive

Applicant: Ray and Kim Celedinas

Architect: Smith Architectural Group, Inc.

Project Description: Complete demolition of the existing residence, structure, pool, driveway, hardscape and landscape material removal as reflected on the survey

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

ARCHITECTURAL PRESENTATION BY: Jeffery W. Smith, Smith Architectural Group

Mr. Smith provided the demolition report for this one-story courtyard style residence designed by John Volk.

**MOTION BY MRS. VANNECK FOR APPROVAL OF THE DEMOLITION WITH THE TYPICAL CAVEATS FOR SODDING AND IRRIGATING WITHIN 30 DAYS.
MOTION SECONDED BY MR. SAMMONS.
MOTION CARRIED UNANIMOUSLY.**

Let the record show that Mr. Karakul returned to the dais.

[B - 047 - 2014 Demolition](#)

Address: 152 Dolphin Road

Applicant: Kathryn F. McDonald

Architect: Robert L. Bell/Architect PA

Project Description: Demolition of single story residence - variously called Bermuda or Ranch regarding style of architecture

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

ARCHITECTURAL PRESENTATION BY: Robert Bell

Mr. Bell provided the demolition report for this 1946 Howard Chilton designed one-story Ranch home which was built by E. B. Walton. He read a statement from Dr. Jane Day, longtime staff historic preservation consultant of the Town, stating that the home was not eligible for the local or national register.

Mr. Bell was asked to provide a full photographic documentation of the interior and exterior of the residence, and he agreed to do this.

**MOTION BY MRS. VANNECK TO APPROVE THE DEMOLITION WITH THE CAVEAT THAT THE PROPERTY BE SODDED AND IRRIGATED WITHIN 30 DAYS.
MOTION SECONDED BY MR. SAMMONS.
MOTION CARRIED UNANIMOUSLY.**

B - 048 -2014 Demolition of Cabana and New Cabana

Address: 1331 N. Ocean Blvd.

Applicant: Ocean Terrace Beach Club Inc.

Architect: Thomas M. Kirchhoff, AIA, P.A.

Project Description: Demolition of existing one-story cabana. New one-story Bermuda style cabana with landscape and hardscape

Please be advised that the architect has requested deferral to the June meeting.

MOTION BY MR. GRUSS FOR DEFERRAL TO THE JUNE MEETING.

MOTION SECONDED BY MR. SAMMONS.

MOTION CARRIED UNANIMOUSLY.

B - 049 - 2014 Storefront modifications

Address: 205 Worth Avenue

Applicant: LenDan LLC

Architect: Jerome Baumohl, AIA, NCARB

Project Description: We propose to change the profile of the existing awning structures to relate architecturally to the existing building profile; change the color of the awning fabric and a new paint color scheme for the building. To uniform all the signage to a brass finish and to provide a tile finish on the existing round column at the southeast corner of the building.

Call for disclosure of ex parte communication: No disclosures

ARCHITECTURAL PRESENTATION BY: Jerome Baumohl

Mr. Baumohl presented the project in accordance with the submitted plans and as described above to retain one barrel awning (burgundy) to identify the entrance; change the rest of the awnings from black barrel shaped awnings to burgundy shed awnings; to change the signage to brass which will be allowed to patina over time; and, to change the building paint color to a more distinct pink; accent color for the planters and white trim as presented; and, add mosaic tiles to round column.

Commission comments: Color palette looks very “bubble gum”; the pink is too hot pink; the one barrel awning does not make sense; the pinks are of concern; do not like the barrel awning...you should not have an awning there; it would be an improvement to not have any awning there (at entrance); the awning color is fine, but the building color is too pink; re-study the building color and remove the barrel so there is no awning at the entrance; and, mosaic treatment may not be successful.

MOTION BY MRS. VANNECK FOR DEFERRAL, THAT YOU COME BACK WITH A COLOR THAT IS LIGHTER AND MORE IN KEEPING WITH WHAT IT IS NOW, STILL CHANGING AND MAKING SOME HIGHLIGHTS TO BRING OUT THE ARCHITECTURE, BUT THE PINK IS WAY TOO PINK.

MOTION AMENDED BY MRS. VANNECK TO APPROVE THE PROJECT WITH THE AWNINGS AS PRESENTED, AND THEN COME BACK WITH THE BASE COLOR CHANGE, AND REMOVE THE MAIN ENTRY AWNING.

MOTION SECONDED BY MR. SAMMONS.

MOTION CARRIED UNANIMOUSLY.

B - 050 - 2014 Renovation and Addition

Address: 170 Everglade Avenue

Applicant: AKAC PB LLC

Architect: Kevin Asbacher, KTA Architects, Inc.

Project Description: Renovation and addition to an existing one-story residence designed in 1971 by Ames Bennett. New windows, doors, and exterior stucco detailing. Modify existing concrete tile roof with copper accents. New garage relocated 15'-4" to the south to accommodate an additional third bedroom and two new baths.

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

ARCHITECTURAL PRESENTATION BY: Kevin Asbacher, KTA Architects

LANDSCAPE PRESENTATION BY: Fernando Wong, Fernando Wong Outdoor Living Design

Mr. Asbacher presented the project in accordance with the submitted plans and as described above for renovations and the addition of 372 sq. ft. to the south end at the garage. Other design changes include: New driveway; new hardscape around pool; replace all doors and windows; reduce hardscape for compliance; and, remove "dog ears" on roof; revise roof details adding copper treatment. Mr. Wong continued with the landscaping. Design elements include: Retain existing perimeter hedging; add Gumbo Limbo at corner and at house; Alexander Palms; Frangipani at front windows; four Canary Date Palms at four corners of pool, and other landscape material as presented.

Under commission comments, the architect was asked to look for a way to create a turning area in the driveway to avoid having to back out onto County Road.

MOTION BY MR. SAMMONS FOR APPROVAL AS PRESENTED.

MOTION SECONDED BY MRS. VANNECK.

MOTION CARRIED UNANIMOUSLY.

B - 052 - 2014 New Residence

Address: 167 Everglade Avenue

Applicant: Christopher and Susan Pappas

Architect: Thomas M. Kirchhoff, AIA, P.A.

Project Description: New 2-story Mediterranean style residence, landscape, hardscape and pool.

Roof: Clay barrel tile

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

ARCHITECTURAL PRESENTATION BY: Thomas M. Kirchhoff

LANDSCAPE PRESENTATION BY: Burt Krebs, Innocenti & Webel

Mr. Kirchhoff presented the project in accordance with the submitted plans and as described above for this two-story Mediterranean residence. Design elements include: Garage in rear; pool in east yard; variegated barrel tile roof; light green windows; white stucco; beige cast stone; black wrought iron front door; cypress rafter tails; understated design with lots of light; focal point window on front facade to bring in light to staircase and other areas; fountain below focal point window; arched windows and square casements; and, pergola over dining room door.

Commission comments: Issue with location of butler's pantry; focal point window seems overly large; chimney is large and overpowering; chimney dominates the elevation and is too close to the road; window and chimney are acceptable; proportions are off; design has a certain charm; the two story window with fountain is so distracting, but OK with chimney...why should a stairway dictate the entire house?

Mr. Krebs presented the landscape/hardscape in accordance with the submitted plans. He showed a diagram showing the landscaping which will be kept during demolition and construction. Design elements include: Coconut Palms in pool area; potted Lemon trees; pleached Pigeon Plum trees; Christmas Palms; Foxtail Palms; driveway and motor court in tabby concrete; spa; fountain at end of pool; gate on Everglade; generator and enclosure; and, other landscape material as presented.

**MOTION BY MR. KARAKUL FOR APPROVAL OF THE PROJECT AS PRESENTED.
MOTION SECONDED BY MR. IVES.
MOTION CARRIED 5-2, WITH MR. SAMMONS AND MRS. VANNECK OPPOSED.**

B - 053 - 2014 Addition

Address: 202 Garden Road

Applicant: Narang Family Partnership

Architect: James C. Paine Jr.

Project Description: Addition at 2nd floor of 544 sq. ft. bedroom, bath and closet and 310 sq. ft. covered porch over existing roof terrace. Addition of pitched roof over all flat roof areas.

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

ARCHITECTURAL PRESENTATION BY: James C. Paine Jr.

Mr. Paine presented the project in accordance with the submitted plans and as described above for this addition, which will be used as a bedroom or a recreation room, and the covered porch. The roof will be unified all over the house. There are no changes to the landscape or hardscape.

Commission comments: Improves the house; spacing of columns at upper colonnade seems awfully wide and does not match the pergola below; recommend adding a few more columns.

**MOTION BY MR. SAMMONS TO APPROVE THE PROJECT WITH THE CAVEAT TO
ADD TWO MORE COLUMNS ON THE GABLE AND RE-SPACE FOR CONSISTENCY.
MOTION SECONDED BY MR. GRUSS.
MOTION CARRIED 6-1, WITH MRS. VANNECK OPPOSED.**

B - 054 - 2014 Addition

Address: 211 Orange Grove Road

Applicant: Mr. and Mrs. Timothy (Chris) Mara

Architect: MP Design & Architecture

Project Description: Loggia addition with partial second floor addition to existing two-story residence. All finishes to match existing.

Call for disclosure of ex parte communication: No disclosures

ARCHITECTURAL PRESENTATION BY: Michael Perry, MP Design & Architecture

Mr. Lindgren read an e-mail in support of the project from the residents at 210 Orange Grove Road, the Alvarez family.

Mr. Perry presented the project in accordance with the submitted plans and as described above for the addition which will provide a master bath, closet and terrace over the loggia.

Commission comments: It completes the house; spacing of columns is an issue...should be paired at the corners on the south elevation, and add one in the middle on the west elevation.

MOTION BY MR.GRUSS FOR APPROVAL AS PRESENTED WITH THE ADDITION OF A FEW COLUMNS .

MOTION SECONDED BY MRS. VANNECK.

MOTION CARRIED UNANIMOUSLY.

B - 055 - 2014 Addition

Address: 200 El Brillo Way

Applicant: Kathleen Tropin

Architect: MP Design & Architecture Inc.

Project Description: One story addition consisting of kitchen and breakfast room, garage-new garage doors. Window and door changes as presented. New details and finishes to match existing.

Please be advised that the property owner has requested that this project be withdrawn.

MOTION BY MRS. VANNECK TO WITHDRAW THE PROJECT.

MOTION SECONDED BY MR. IVES.

MOTION CARRIED UNANIMOUSLY.

B - 056 - 2014 Additions and Renovations

Address: 134 Australian Avenue

Applicant: Anne C. Petry

Architect: MP Design & Architecture Inc.

Project Description: Additions and renovations to existing one story residence; final landscape, hardscape and pool

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

ARCHITECTURAL PRESENTATION BY: Michael Perry, MP Design & Architecture

LANDSCAPE PRESENTATION BY: Keith Williams

Mr. Perry presented the project in accordance with the submitted plans and as described above. Design elements include: Master suite addition in rear with small guest bedroom, family room, and loggia; pulled garage forward; added small frontispiece as entry; all new impact doors and windows; new pool and covered pergola; and, changed roof line to higher pitch. The architecture received only positive comments.

Mr. Williams presented the landscape/hardscape in accordance with the submitted plans. Design elements include: Remove driveway, walkway connection to front door and walkway leading to sidewalk on Australian; retain landscape as presented; retain curb cut, but reconfigure driveway;

retain north site wall and add pleached Callophyllum hedge; small fountain centered on the front door; large stones floating in grass; large Seagrape, Date Palm, and Gumbo Limbo in front; courtyard garden in front; Foxtails on east and west sides; new east/west pool with long linear steps and floating stones in surrounding grass; new pavilion flanked with Bismarckia Palms.

MOTION BY MR. IVES FOR APPROVAL OF ARCHITECTURE AND LANDSCAPE AS PRESENTED.

MOTION SECONDED BY MR. KARAKUL.

MOTION CARRIED UNANIMOUSLY.

B - 057 - 2014 Addition and Renovation

Address: 102 Flagler Drive

Applicant: Kenneth and Janet Himmel

Architect: Thomas M. Kirchhoff, AIA, P.A.

Project Description: Renovation of existing residence including new windows and doors. Small one story addition.

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

ARCHITECTURAL PRESENTATION BY: Thomas M. Kirchhoff

Mr. Kirchhoff presented the project in accordance with the submitted plans and as described above. In addition to the interior renovations, other design elements include: replace doors and windows; and, fenestration changes. Mr. Kirchhoff did not present the addition advertised for this project. He explained that there are zoning considerations involved. As such, he will return to ARCOM next month for the addition and a new separate cabana building.

It should be noted that Mr. Kirchhoff provided a corrected drawing, shown on the Elmo projector, with corrected French doors at the dining room.

MOTION BY MR. IVES FOR APPROVAL AS PRESENTED. (without addition)

MOTION SECONDED BY MR. KARAKUL.

MOTION CARRIED UNANIMOUSLY.

B - 058 -2014 New Garage/Guest House

Address: 1400 North Lake Way

Applicant: Sterling Kenan

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

Project Description: New two-story garage and guest house to be approximately 2,600 square feet. Structure will consist of two car garage, living room, kitchenette and loggia on main floor and two bedrooms, two bathrooms and balcony on second floor. Materials and colors of new structure shall match existing house. Final landscape and hardscape will also be included.

Please be advised that the architect has requested a deferral to the June meeting.

MOTION BY MRS. VANNECK FOR DEFERRAL TO THE JUNE MEETING.

MOTION SECONDED BY MR. IVES.

MOTION CARRIED UNANIMOUSLY.

B - 059 - 2014 Additions

Address: 225 Mockingbird Trail

Applicant: Michael Peacock

Architect: John M. Melhorn, AIA

Project Description: Second story addition at rear of existing one story residence. New entry element at existing front entry. Additional architectural detailing for Bermuda style.

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

ARCHITECTURAL PRESENTATION BY: John Melhorn

Mr. Melhorn presented the project in accordance with the submitted plans and as described above. Design elements include: Add second story above garage; new entry facade with lantern element; tower element at top of stairs; remove fake shutters in favor of operable shutters; add mouldings, coping stones and buttressing; and, remove existing cabana.

Mr. Lindgren read correspondence into the record: A letter of support dated 5/15/2014 from the Woodmans at 233 Mockingbird Trail, and an e-mail of support dated 5/23/2014 from John Ver Bockel.

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

B - 060 - 2014 Modifications to Garage and Site

Address: 234 Kenlyn Road

Applicant: Mr. and Mrs. Jebb McCracken

Architect: MP Design & Architecture

Project Description: Relocate garage doors to North elevation. New driveway and landscape

Call for disclosure of ex parte communication: No disclosures

ARCHITECTURAL PRESENTATION BY: Michael Perry, MP Design & Architecture

Mr. Lindgren read an email received today into the record from the Schroeders at 242 Kenlyn Road in support of the project.

Mr. Perry presented the project in accordance with the submitted plans and as described above to move the garage doors to the street side, new garage doors as presented, eliminate the existing motor court, create a smaller driveway and parking court, add a Chippendale pedestrian gate, create more front yard, and associated landscape changes as presented.

Under commission comments, the applicant was asked to reduce the width of the driveway from the proposed 14 ft., and to adjust the swing of the driveway. Mr. Perry agreed to these changes.

**MOTION BY MRS. VANNECK FOR APPROVAL AS PRESENTED, WITH THE
CHANGE OF THE CURB CUT.
MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED UNANIMOUSLY.**

[B - 061 - 2014 New Beach House](#)

Address: 1900 S. Ocean Blvd.

Applicant: Keith Frankel

Architect: Bridges, Marsh & Associates

Project Description: One story Bermuda style beach house with patio, spa and landscaping.

Roof-white flat concrete tiles; Building Color-Seashell Buff; Trim-White

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

ARCHITECTURAL PRESENTATION BY: Mark Marsh, Bridges, Marsh & Associates

Mr. Marsh presented the project in accordance with the submitted plans and as described above. He noted that the project had already received a variance for setbacks, and the building is limited to 500 square feet. Design elements include: Impact rated Nana doors for full exposure to the ocean; stucco exterior; Bermuda theme; white slurry stepped Bermuda tile roof; fireplace on the west side reduced in size per Town Council; patio, spa, walkways, relocate Seagrape; add 3 Cocoanut Palms, Sea Oats and natural beach material.

MOTION BY MR. SAMMONS FOR APPROVAL AS PRESENTED.

MOTION SECONDED BY MR. IVES.

MOTION CARRIED UNANIMOUSLY.

[B - 062 - 2014 New Residence](#)

Address: 308 Cocoanut Row

Applicant: George E. Marucci Jr.

Architect: Smith and Moore Architects, Inc.

Project Description: Construction of a new 3,880 square foot, two-story, Bermuda style residence with pool, final hardscape and landscape. Building and Trim Color-White; Shutters-mahogany/natural

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

ARCHITECTURAL PRESENTATION BY: Harold Smith, Smith and Moore Architects

LANDSCAPE PRESENTATION BY: Todd MacLean

Mr. Smith explained that the project had received variance approval from the Town Council earlier this month. He presented the new residence in accordance with the submitted plans and as described above. Design elements include: Two story mass centered on the lot; driveway from Cocoanut Row; front facing garage screened by wall and landscape; 35 ft. long pool in the rear with very limited hardscape; entire property to be walled in as much as code allows; British West Indies style; flat white concrete tile roof; rounded outlookers; aluminum clad wood impact double hung windows; operable aluminum shutters; stained mahogany front door in portico; walls with louvered gates; Bermuda style stepped chimney; all louvered elements, gates and garage door are to be painted Sherwin Williams Willow Tree; and pergola planted with Bougainvillea over garage door. The project received only positive comments.

Mr. MacLean continued with the landscape/hardscape pursuant to the submitted plans. He noted that screening is a priority. Design elements include: Sylvester Date Palms in front; Coconut Palms in interior and in back yard; Clusia hedge on the south side; Montgomery Palms and Clusia on the north side; and, other landscape material as presented.

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

B - 063 -2014 New Residence

Address: 8 Golfview Road

Applicant: Dr. and Mrs. Roush

Architect: Gramatan Corporation

Project Description: A new two-story Mediterranean Revival house on a 21,000 square foot lot on Golfview Road. Site to include landscape, hardscape, pool and 2-car garage. Roof-Terra Cotta Barrel Tile; Building Color-Cream; Trim-Cast Stone

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

ARCHITECTURAL PRESENTATION BY: Gerard Beekman, Gramatan Corporation

LANDSCAPE PRESENTATION BY: Mario Nievera, Nievera Williams Design

ATTORNEY PRESENT: Maura Ziska for the applicant

Mr. Beekman presented the project in accordance with the submitted plans and as described above for this 7,500 square ft. home with a 500 sq. ft. loggia. He noted that this will be the only house on Golfview Road which meets setbacks. Design elements include: Sensitive to other houses and character of Golfview Road; house sited in northwest corner to create an open garden to the east; front motor court; drive connecting motor court with service parking; Mediterranean Revival style...balanced between formal entertaining and casual living; stucco walls; stone accents; impact rated mahogany windows and doors; loggia to east; and, wrought aluminum and glass front door recessed into building. Mr. Beekman indicated that the design team, having met with Mr. Sammons, incorporated all of his suggestions into the design. The Commission comments were very enthusiastic about the project.

Ms. Ziska explained the variance for building height plane, which had been previously granted.

Mr. Nievera presented the landscape/hardscape in accordance with the submitted plans. Design elements include: Stone and grass strips in front parking court; garden wall acting as retaining wall; landscape material as presented; pool set 1 foot lower than loggia; pool surrounded by lawn and accessed by grass steps; retain historic specimen tree; and, corners of main house flanked by Date Palms.

**MOTION BY MR. IVES TO APPROVE THE ARCHITECTURE AND LANDSCAPING
AS PRESENTED.**

MOTION SECONDED BY MR. SAMMONS.

MOTION CARRIED UNANIMOUSLY.

C. MINOR PROJECTS - OLD BUSINESS: (02:59:27 p.m.) None

D. **MINOR PROJECTS - NEW BUSINESS: (02:59:29 p.m.)**

A - 009 - 2014 Entry Portico

Address: 159 Via Del Lago

Applicant: William and Norma Tiefel

Architect: Design Phase Architecture LLC

Project Description: Proposed new one-story entry portico at existing front door. New portico shall be constructed on existing cast stone landing and shall not require hardscape or landscape changes

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

ARCHITECTURAL PRESENTATION BY: Laura Wright, Design Phase Architecture

Ms. Wright presented the project in accordance with the submitted plans and as described above for an entry portico to offer a permanent solution to having to use a temporary awning when the owners are entertaining.

MOTION BY MR. KARAKUL FOR APPROVAL AS PRESENTED.

MOTION SECONDED BY MR. GRUSS.

MOTION CARRIED UNANIMOUSLY.

A - 021 - 2014 Facade Modification

Address: 286 Jamaica Lane

Applicant: Elizabeth Raese

Architect: Roger Janssen, Dailey Janssen Architects

Project Description: Update to entry (south) facade

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

ARCHITECTURAL PRESENTATION BY: Roger Janssen, Daily Janssen Architects

Mr. Janssen presented the project in accordance with the submitted plans and as described above for facade modifications. Design elements include: Remove elliptical stucco heads and surrounds and add cast stone casings and sills; and, remove balcony at second floor and add cast stone veneer at that section of facade.

MOTION BY MRS. VANNECK FOR APPROVAL AS PRESENTED.

MOTION SECONDED BY MR. IVES.

MOTION CARRIED UNANIMOUSLY.

A - 023 - 2014 Addition

Address: 960 N. Ocean Blvd.

Applicant: Mr. & Mrs. Alan Bleznak

Architect: MP Design & Architecture

Project Description: New extension to existing garage with new mansard roof. All 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 garage is not deep enough for a particular vehicle and more storage area is also needed. A mansard detail was added over the back in the back corner to allow for additional storage. It cannot be seen from the street or by the neighbors.

Commission comments: Odd...why a mansard and why there?; the Town champions the Regency style...this does not work; to destroy the integrity of the home for added storage does not work...I will not support the mansard roof.

**MOTION BY MRS. VANNECK FOR DEFERRAL TO THE JUNE MEETING.
MOTION SECONDED BY MR. SAMMONS.
MOTION CARRIED UNANIMOUSLY.**

[A - 024 -2014 Modifications](#)

Address: 228 Nightingale Trail

Applicant: Winston and Allison Wren

Architect: Stephen Roy, Mesa Architecture

Project Description: Modifications to an existing ARCOM application to include new chimney cap, new entry door design, raise loggia roof 12", change roof material to flat concrete tile and re-design of the side garden gates.

Call for disclosure of ex parte communication: No disclosures

ARCHITECTURAL PRESENTATION BY: Stephen Roy, Mesa Architecture

Mr. Roy presented the project in accordance with the submitted plans and as described above for modifications to a previous ARCOM approval. In addition to the above: Raise height of door at master bedroom to 7 ft.; and, at the front door, add two sidelites and simple louvered white door.

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

[A - 025 - 2014 Re-roof](#)

Address: 201 Angler Avenue

Applicant: Matthew Maggio

Contractor: All Phase Roofing

Project Description: Complete re-roof including underlayment and wall flashings (copper). Improve from clips to new straps. All existing tile will be removed. Roof will be same color (Ralph Lauren white) using Davinci Bellaforte material. The roof will look the same or better than the current concrete white tile. (Lengthy test results and specifications listed on ARCOM application)

Call for disclosure of ex parte communication: No disclosures

ARCHITECTURAL PRESENTATION BY: Charles Kern, local roofing company Representative, and Michael Ward, national sales manager for manufacturer, Davinci Roofscapes and Pat Migliore, Davinci Roofscapes

OTHERS WHO TESTIFIED: Jeffery W. Smith, former ARCOM Chairman

Mr. Kern presented the Davinci Bellaforte material to replace an existing white flat tile roof. He explained that the project is used commercially and residentially in Dade, Broward, and Palm Beach counties currently. A sample of the material was passed to the members and the technical application of the product was discussed.

Mr. Jeffery Smith cautioned that on a Bermuda style residence, the roof is the most important part. He reminded the members that the Town has historically not even allowed clay "S" tile in the town, so to "put plastic up there with no profile...I hope you will turn this down...inferior products, I'm sorry, just should not be on this island."

Mr. Ward and Mr. Migliore argued that this product is superior to concrete tiles; that they have a ½" profile; and, they do not promote algae growth. They also cited locations where this product has been installed.

MOTION BY MR. SAMMONS TO DENY THIS PRODUCT.

MOTION SECONDED BY MRS. VANNECK.

MOTION CARRIED UNANIMOUSLY.

**IT WAS CLARIFIED THAT THE DENIAL IS BASED UPON THE FOLLOWING:
THAT IT IS NOT IN ACCORDANCE WITH THE CRITERIA SET FORTH IN ARTICLE
III. ARCHITECTURAL REVIEW AND PROCEDURE, SECTION 18-205. CRITERIA
(3) THE PROPOSED BUILDING OR STRUCTURE IS, IN ITS EXTERIOR DESIGN
AND APPEARANCE, OF INFERIOR QUALITY SUCH AS TO CAUSE THE NATURE
OF THE LOCAL ENVIRONMENT TO MATERIALLY DEPRECIATE IN
APPEARANCE AND VALUE.**

[A - 026 -2014 Building and Site Modifications](#)

Address: 140 Atlantic Avenue

Applicant: Frances Frisbie & Kristin Frisbie

Architect: Roger Janssen, Dailey Janssen Architects

Project Description: Proposed new garage door, new entry door/sidelights, new casement windows in existing openings. Stucco cap and base detail at existing entry pilasters. Revised landscape, driveway, walk, curb cut, existing site wall, addition of pedestrian gate and arbor, coral stone pavers

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

ARCHITECTURAL PRESENTATION BY: Roger Janssen, Dailey Janssen Architects

LANDSCAPE PRESENTATION BY: Chuck Yannette, Parker Yannette Design Group

Mr. Janssen presented the project in accordance with the submitted plans and as described above. Architectural changes include: Replace existing front door with solid mahogany louvered door with sidelites; stucco accents to existing pilasters; and replace metal garage door with a painted white false louvered garage door.

Mr. Yannette continued with the landscape/hardscape pursuant to submitted plans and as described above for pathways, driveway, site wall and entry gate. Design elements include:

Re-shape driveway; add gate and pergola; retain and/or remove landscape material as presented, and add new material as presented; pool area remains as is; add two large Ligustrum to soften views of the garage door; and, small seating area in front.

MOTION BY MRS. VANNECK FOR APPROVAL AS PRESENTED.

MOTION SECONDED BY MR. SAMMONS AND MR. KARAKUL SIMULTANEOUSLY.

MOTION CARRIED UNANIMOUSLY.

[A - 027 - 2014 Facade modifications](#)

Address: 225 Worth Avenue

Applicant: LCI Holdings c/o Kate Spade LLC

Architect: TPG Architecture

Project Description: Minor cosmetic finish changes to facade

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

ARCHITECTURAL PRESENTATION BY: Amy Sciorra, TPG Architecture

Ms. Sciorra presented the project for signage, awning, window frames, and door handles for the Kate Spade New York store on Worth Avenue. Design elements: Retain same facade color; replace tan awning with black awning with gold trim; non-illuminated polished brass pin-mounted signage; polished brass window frames; and, antique brass door handles. A materials board was passed to the members.

Commission comments: Palm Beach has a tradition of being low key and not shiny; are we getting too much shiny brass on Worth Avenue?; the gold trim on the awnings is too glitzy for Palm Beach; recommend black awning without the gold strip and not all of the shiny brass frames. It was noted that the existing window frames are anodized bronze.

MOTION BY MR. SAMMONS TO APPROVE THE SIGNAGE AND THE AWNINGS WITHOUT THE GOLD, AND SUGGEST THAT THE EXISTING BRONZE EITHER BE KEPT PAINTED BLACK OR AN ALTERNATIVE TO BE PRESENTED LATER. DOOR HANDLES ARE OK.

MOTION SECONDED BY MRS. VANNECK.

MOTION CARRIED UNANIMOUSLY.

[A - 028 - 2014 Site Modifications](#)

Address: 1464 Laurie lane

Applicant: Tracy Brent Huntington

Architect: Dustin Mizell/Environment Design Group

Project Description: This proposal includes revising the front driveway and adjusting the planting accordingly. The existing circular drive will be removed and replaced with a motor court paving grid with lawn joints.

Call for disclosure of ex parte communication: No disclosures

LANDSCAPE PRESENTATION BY: Dustin Mizell, Environment Design Group

Mr. Mizell presented the project in accordance with the submitted plans and as described above for a modification to the existing front yard. He explained that the existing small circular drive is

not navigable. The revisions are requested to allow for increased parking, better organization, and more open front yard. Clusia hedge and taller Coconuts will be added.

MOTION BY MRS. VANNECK FOR APPROVAL AS PRESENTED.

MOTION SECONDED BY MR. SAMMONS.

MOTION CARRIED UNANIMOUSLY.

[A - 029 -2014 Modifications](#)

Address: 250 Angler Avenue

Applicant: Douglas and Susanne Durst 2012 Family Trust

Architect: Stephen Roy, Mesa Architecture

Project Description: Modifications to an existing ARCOM application to include new site wall along the east and west property lines; re-design of the garage doors.

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

ARCHITECTURAL PRESENTATION BY: Stephen Roy and Dale Posey, Mesa Architecture

Mr. Roy and Mr. Posey presented the project in accordance with the submitted plans and as described above for modifications to a previous ARCOM approval. Though the project description calls for proposed site walls added along the east and west property lines, Mr. Roy stated that there will be one on the north as well. The garage doors will be changed to white louvered garage doors. There are corresponding landscape and drainage changes as well. Clusia hedge will be planted to soften the east and west walls. An existing Ficus hedge will be removed.

MOTION BY MR. KARAKUL FOR APPROVAL AS PRESENTED.

MOTION SECONDED BY MR. SAMMONS.

MOTION CARRIED UNANIMOUSLY.

[A - 030 - 2014 Additions and Renovations](#)

Address: 233 Southland Road

Applicant: Chris Condon

Architect: Smith Architectural Group

Project Description: Install new bay windows on north and south side of residence. Remove & install new impact rated fixed and/or casement windows in existing openings. Remove and block up east and west window openings in the den. Add an extension to guest bedroom. Add an addition to rear of residence for a family room, cabana and laundry. Add an addition to east side of the residence for extra closet space.

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

ARCHITECTURAL PRESENTATION BY: Jeffery W. Smith, Smith Architectural Group

LANDSCAPE PRESENTATION BY: Keith Williams, Nievera Williams Design

Mr. Smith explained that this rear elevation extension had previously been granted approval for a side yard setback. He presented the project in accordance with the submitted plans and as described above.

Mr. Smith was asked to consult with his client relative to replacing the awning at the front door.

Mr. Williams presented the landscape/hardscape with design elements to include: Remove brick driveway in favor of cast stone and grass; forecourt at front door; retain Coconut Palms and hedges; remove existing pool and replace with new; push pool further north for a longer and more linear pool; shallow steps in lawn; cast stone and grass joints at pool; and landscape material as presented.

The Commission was happy that the house was being saved.

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

XI. COMMUNICATIONS FROM CITIZENS (3 MINUTE LIMIT PLEASE) (04:44:00 p.m.) None

XII. COMMENTS OF THE ARCHITECTURAL COMMISSION AND DIRECTOR OF PLANNING, ZONING AND BUILDING DEPARTMENT: (04:44:39 p.m.)

There was some discussion relative to the way projects are listed on the agenda. It was suggested that perhaps they might be grouped even moreso in some way, perhaps all of the demolitions together, etc. Staff will look into this.

There was a brief discussion relative to placing conditions on demolition projects.

Mr. Page provided an update relative to the appeal of the 1144 North Ocean Boulevard denial. The property owner had wanted no muntins in the windows, and was partially successful in her appeal. The Town Council approved muntins at all of the arched windows and doorways, but no muntins were approved at the rectangular windows.

Mr. Page noted that Mr. Zukov, former ARCOM member, was appointed to the Landmarks Preservation Commission. As such, he resigned from ARCOM. Also, Mr. Homes resigned from ARCOM. The Town has advertised for at least one architect and one regular member. Applications will be accepted until 5:00 p.m. on Thursday, July 3, 2014. Appointments will be made at the July 15, 2014 Town Council meeting.

Mr. Vila thanked the ARCOM members for their work on this extraordinarily long agenda today. He congratulated Mrs. Vanneck on her election as Vice Chairman, and announced that he will not attend the June ARCOM meeting. As such, Mrs. Vanneck will chair that meeting. Mr. Gruss announced that he will also miss the June meeting. Four members are need for a quorum.

XIII. ADJOURNMENT: (04:50:40 p.m.)

MOTION BY MR. SAMMONS TO ADJOURN THE MEETING AT 4:50 P.M.

MOTION SECONDED BY MR. IVES.

MOTION CARRIED UNANIMOUSLY.

The next meeting of the Architectural Commission will be held on Wednesday, June 25, 2014 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

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TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 67-2014 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 Phillips & Jordan, Inc., for Emergency Disaster Debris Removal, Reduction and Disposal Services, Pursuant to the Solid Waste Authority of Palm Beach County Contract No. 13-249, and Authorizing the Town Manager to Execute the Same on Behalf of the Town for Use as a Backup to Other Town Executed Contracts.

Presenter

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

Supporting Documents

- [Memorandum dated May 27, 2014, from H. Paul Brazil, P.E., Director of Public Works](#)
- [Resolution No. 67-2014](#)
- [Mutual Aid Agreement](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 10, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Authorization for Use of Solid Waste Authority (SWA) Disaster Debris Removal,
Reduction and Disposal Service Contract.
Resolution No. 67-2014

Date: May 27, 2014

STAFF RECOMMENDATION

Staff recommends that the Town Council approve Resolution No. 67-2014 authorizing the piggy backing of the Solid Waste Authority (SWA) Disaster Debris Removal, Reduction and Disposal Services Contract with one of their awarded contractors, specifically Phillips and Jordan, Inc.

GENERAL INFORMATION

The Town currently has executed contracts with 8 vendors for services varying from debris removal, first pass and monitoring. The services are confirmed via a renewal notice at the beginning of each hurricane season and can be implemented as a group on an as needed basis determined by the nature and size of the event.

Under conditions within the mutual aid agreement (No. 13-249) between the Contractor and SWA, Article 39 allows government entities the use of this agreement with the same terms and conditions if all mutual parties agree. The above mentioned contract has been awarded to the contractor for the term of 3 years commencing August 21, 2013 until August 20, 2016.

The use of services within this proposed piggy back contract will be limited for use as a backup to the other Town executed contracts currently in place.

FUNDING/FISCAL IMPACT

There is no cost to the Town for these contracts unless an emergency situation arises and the contract is utilized. Staff would return to Town Council for any necessary authorization.

PURCHASING REVIEW

This item has been reviewed and approved by the Purchasing Division. Purchasing has verified that the contract is in compliance with piggybacking requirements.

ATTORNEY REVIEW

This resolution was reviewed by the Town Attorney and approved for legal form and sufficiency.

Attachments

cc. Eric Brown, Assistant Director of Public Works
Chester Purves, Services Division Manager

RESOLUTION NO. 67-2014

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 PHILLIPS & JORDAN, INC., FOR EMERGENCY DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL SERVICES, PURSUANT TO THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY CONTRACT NO. 13-249, AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE SAME ON BEHALF OF THE TOWN FOR USE AS A BACKUP TO OTHER TOWN EXECUTED CONTRACTS.

* * * * *

WHEREAS, the Solid Waste Authority of Palm Beach County and Philips and Jordan, Inc., entered into a contract for Emergency Disaster Debris Removal, Reduction and Disposal Services, a copy of which is attached hereto; and

WHEREAS, the Town wishes to piggyback with one of the awarded contractors, specifically Phillips and Jordan, Inc.; and

WHEREAS, Phillips and Jordan, Inc., has extended an offer to the Town of Palm Beach to enter into an agreement with Phillips and Jordan, Inc., under Article 39 of the Agreement with the Solid Waste Authority;

NOW, THEREFORE, be it resolved by the Town Council of the Town of Palm Beach, Palm Beach County, Florida, as follows:

Section 1: The Agreement between the Solid Waste Authority of Palm Beach County and Phillips & Jordan, Inc., Contract No. 13-249 for Emergency Disaster Debris Removal, Reduction and Disposal Services, which was awarded on August 21, 2013, until August 20, 2016 is incorporated by reference as part of the Resolution, and is hereby approved for utilization by the Town.

Section 2: The Town Manager is authorized to enter into a piggybacking agreement with Phillips and Jordan, Inc., under the same terms as provided under the Agreement with the Solid Waste Authority.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach, this 10th day of June, 2014.

Gail L. Coniglio, Mayor

Robert N. Wildrick, Town Council President

William J. Diamond, Council President Pro Tem

Richard M. Kleid, Town Council Member

ATTEST:

Michael J. Pucillo, Town Council Member

Susan A. Owens, MMC, Town Clerk

Penelope D. Townsend, Town Council Member



5/2/2014

Town of Palm Beach
360 South County Road
Palm Beach, FL 33480

RE: Mutual Aid Agreement for Hurricane/Disaster Debris Removal, Reduction and Disposal Services
Agreement No. 13-249 between the Solid Waste Authority of Palm Beach County and Phillips and Jordan,
Incorporated

Phillips and Jordan, Incorporated (P&J) has been awarded a contract for Hurricane/Disaster Debris Removal, Reduction and Disposal Services from The Solid Waste Authority of Palm Beach County for the term of 3 years commencing August 21, 2013 until August 20, 2016.

Article 39 (Agreements with other Government Entities) of the agreement (No. 13-249) states:

The CONTRACTOR agrees that this Agreement constitutes an offer to all State Agencies and Political Subdivisions of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement; should the CONTRACTOR deem it in the best interest of their business to do so.

The Agreement in no way restricts or interferes with any State Agency or Political Subdivision of the State of Florida from resolicitation.

I would like to extend an offer to the Town of Palm Beach, Florida to enter into an agreement with P&J as allowed under the aforementioned Article 39 of said contract. This offer is made at the same terms and conditions stated in the referenced agreement.

Please return one fully executed original letter upon acceptance.

Sincerely,
PHILLIPS AND JORDAN, INCORPORATED

ACCEPTED: TOWN OF PALM BEACH



Signature

Signature

Wendell Durham / Vice President

Printed Name / Title

Printed Name / Title

5/05/14

Date

Date

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 68-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of the Contract to Supply Unleaded and Diesel Fuel Through the Southeast Florida Governmental Purchasing Cooperative Group RFP 14-A-035 to MacMillan Oil Co. of Florida, Inc.

Presenter

Jane Struder, Finance Director

Supporting Documents

- [Memorandum dated May 30, 2014, from Jane Struder, Finance Director](#)
- [Resolution No. 68-2014](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 10, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Jane Struder, Finance Director

Re: Award of the Fuel Purchase Contract to MacMillan Oil Co. of Florida, Inc.
Resolution No. 68-2014

Date: May 30, 2014

STAFF RECOMMENDATION

Staff recommends the Town Council adopt Resolution No. 68-2014, authorizing the award of the fuel contract for unleaded gasoline and diesel fuel to MacMillan Oil Co. of Florida, Inc. for the initial contract period of July 1, 2014 through March 31, 2015.

GENERAL INFORMATION

The Town is a member of the Southeast Florida Governmental Purchasing Cooperative Group and the Town's quantities were included in RFP 14-A-035, issued by the City of Coral Springs as the lead agency for the Cooperative for Unleaded Gasoline and Diesel Fuel. MacMillan Oil Co of Florida, Inc. was awarded the contract effective July 1, 2014 through March 31, 2017 with two additional two year extensions. The contract pricing is based on the OPIS Contract Benchmark File Fuel Index plus a delivery differential depending upon the type of fuel purchased. It also includes preferential delivery methods and the ability to rent mobile fuel storage tanks in the event of a hurricane. Anticipated Townwide annual usage is approximately \$350,000.

FUNDING/FISCAL IMPACT

Funds are available and budgeted in individual department accounts.

PURCHASING REVIEW

The Purchasing Division of the Finance Department participated in the RFP process conducted by the Southeast Florida Governmental Purchasing Cooperative Group and concurred with the recommended award. Town Council approval is recommended.

TOWN ATTORNEY REVIEW

This is a standard resolution in a form previously approved by the Town Attorney for legal form

and sufficiency.

Attachment

cc: John C. Randolph, Town Attorney
Department Directors
Lynda Cummings, Purchasing Agent
Adis Pedraza, Assistant Purchasing Agent

RESOLUTION NO. 68-2014

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE AWARD OF THE CONTRACT TO SUPPLY
UNLEADED AND DIESEL FUEL THROUGH THE SOUTHEAST
FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE
GROUP RFP 14-A-035 TO MACMILLAN OIL CO. OF FLORIDA,
INC.**

WHEREAS; the Southeast Florida Governmental Purchasing Cooperative Group in which the Town of Palm Beach participates, issued an RFP 14-A-035 and awarded a contract to MacMillan Oil Co of Florida, Inc. beginning July 1, 2014; and

WHEREAS; the contract allows for extensions through March 31, 2017.

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

Section 1: The initial contract is for a period of nine months, beginning July 1, 2014 and ending March 31, 2015, and is hereby awarded to MacMillan Oil Co. of Florida, Inc.

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 implementation of these services.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of June 2014.

Gail L. Coniglio, Mayor

Robert N. Wildrick, Town Council President

William J. Diamond, Council President Pro Tem

Richard M. Kleid, Town Council Member

ATTEST:

Michael J. Pucillo, Town Council Member

Susan A. Owens, MMC, Town Clerk

Penelope D. Townsend, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 76-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing Sole Source Procurement and the Purchase of Zoll X Series Manual Monitor/Defibrillators in the Amount of \$247,960.72 from Zoll Medical Corporation.

Presenter

Kirk Blouin, Director of Public Safety

Supporting Documents

- [Memorandum dated May 21, 2014 from Kirk Blouin, Director of Public Safety](#)
- [Resolution No. 76-2014](#)
- [Zoll Quotation No. 163180 V:1 RE: RFQ 83-2014](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 10, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Kirk Blouin, Director of Public Safety

Re: Purchase of Zoll X Series Manual Monitor/Defibrillators
Resolution No. 76-2014

Date: May 21, 2014

STAFF RECOMMENDATION

- Staff recommends that the Town Council approve the purchase of the Zoll X series Manual Monitor/Defibrillator for Fire-Rescue in the amount of \$247,960.72, from Zoll Medical Corporation.
- Staff recommends that the Town Council approve Zoll Medical Corporation as the sole source supplier for the Zoll X series manual monitor/defibrillator devices based upon the information below.

GENERAL INFORMATION

ZOLL manufactures and markets an integrated line of proprietary, non-invasive resuscitation devices and disposable electrodes. ZOLL's products are used in hospitals, by emergency medical services (EMS) personnel, and in public access environments to provide lifesaving pacing and defibrillation to patients suffering cardiac arrest and for the treatment of patients with life-threatening cardiac arrhythmias. The Zoll data efficiently interfaces with our medical reporting software. The new devices are replacing the current Zoll E series units that have reached their useful life expectancy.

The Fire-Rescue department currently uses the Zoll technology within its resuscitation program. Both the manual monitor/defibrillator (Zoll E series) and the automated cardio pulmonary resuscitation compression devices (AutoPulse) are manufactured by Zoll Medical Corporation. Moreover, the Zoll X series manual monitor/defibrillator is the only device capable of the following;

1. Multiple methods of communication for the purpose of moving data to an electronic patient care report and for transmitting 12-lead ECG information, to include 802.11, Bluetooth, and USB.

2. Provide CPR feedback that provides real-time quantitative data showing rate and depth numbers (beats/minute and inches of depth), release, and perfusion performance.
3. Has the ability, while the rescuer is administering CPR, to show a filtered ECG rhythm where the artifact from the CPR itself is filtered out while CPR is in progress.
4. Has technology in its non-invasive blood pressure module that uses 3-lead ECG input to filter out the artifact created by capturing non-invasive blood pressure in a moving vehicle.
5. Has the ability to capture temperature data from 2 separate and independent temperature sensors.
6. Has the ability to use multiple methods (802.11, Bluetooth, cellular modem) of wireless communication to transmit 12-lead ECG data to a web-based, open architected, browser-accessible STEMI management solution.
7. Must transmit 12-lead ECG data without interruption to patient monitoring and without turning the monitor off or into another mode.
8. Must have the ability to both display four separate traces simultaneously and also all 12 leads of a 12-lead ECG.
9. Must be compatible with – and vendor must provide – a battery management application that monitors battery health, maintenance, capacity, and useful life.
10. Must be able to automatically configure alarm parameters based on a patient's unique and current set of vital signs.

FUNDING/FISCAL IMPACT

The funds for this purchase are included in the Equipment Replacement Fund.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

Resolution No. 76-2014 has been reviewed by the Town Attorney and approved as to legal form and sufficiency.

Attachments

KB/bf

cc: Jane Struder, Finance Director
Lynda Venne, Purchasing Agent

RESOLUTION NO. 76-2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SOLE SOURCE PROCUREMENT AND THE PURCHASE OF ZOLL X SERIES MANUAL MONITOR/DEFIBRILLATORS IN THE AMOUNT OF \$247,960.72 FROM ZOLL MEDICAL CORPORATION.

WHEREAS, Staff recommends that the Town Council approve the purchase of Zoll X Series manual monitor/defibrillators, for Fire-Rescue, from Zoll Medical Corporation in the Amount of \$247,960.72.

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

Section 1: The Town Manager is hereby authorized and directed to execute a purchase order on behalf of the Town of Palm Beach for the Zoll X Series manual monitor/defibrillators from Zoll Medical Corporation in the amount of \$247,960.72.

Section 2: The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the purchase of said Zoll X Series manual monitor/defibrillators.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 10th day of June, 2014.

Gail L. Coniglio, Mayor

Robert N. Wildrick, Town Council President

William J. Diamond, Council President Pro Tem

Richard M. Kleid, Town Council Member

ATTEST:

Michael J. Pucillo, Town Council Member

Susan A. Owens, MMC, Town Clerk

Penelope D. Townsend, Town Council Member



GUIDELINES
2010 READY

ZOLL Medical Corporation

Worldwide Headquarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

TO: Town of Palm Beach

951 Okeechobee Rd
West Palm Beach, FL 33401

Attn: **Adis Pedraza**

email: apedraza@townofpalmbeach.com

Tel: 561-868-5406

Fax: 561-835-4688

RFQ No.: 83-2014

Due: April 16, 2014 at 2:00 PM

QUOTATION 163180 V:1

DATE: April 16, 2014

TERMS: Net 30 Days

FOB: Destination

FREIGHT: Free Freight

**

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231411-01	X Series® Manual Monitor/Defibrillator \$14,995 with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5" (16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. Accessories Included: • Six (6) foot 3- Lead ECG cable • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide • One (1)-year EMS warranty Advanced Options: Real CPR Help Expansion Pack \$ 995 CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering ZOLL Noninvasive Pacing Technology: \$2,550 Masimo Pulse Oximetry	8	\$41,015.00	\$33,587.20	\$268,697.60 *
Page 1 Subtotal						\$268,697.60

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 90 DAYS.
3. APPLICABLE TAX WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Andrea Jannarone
Sr. EMS Territory Manager
800-242-9150, x9278



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2010 READY

ZOLL Medical Corporation

Worldwide Headquarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
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FEDERAL ID#: 04-2711626

TO: Town of Palm Beach

951 Okeechobee Rd
West Palm Beach, FL 33401

Attn: **Adis Pedraza**

email: apedraza@townofpalmbeach.com

Tel: 561-868-5406

Fax: 561-835-4688

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		SP02& SpCO \$4,540 • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet) NIBP Welch Allyn includes: \$3,495 • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: \$4,995 Order required Microstream tubing sets separately Interpretative 12- Lead ECG: \$8,450 • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set Two Temperature monitoring channels with digital displays: \$ 995 Order Temperature probes separately				
2	8000-0341	SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft)	8	\$225.00	\$168.75	\$1,350.00 *
3	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	8	\$495.00	\$405.90	\$3,247.20 *
4	8000-000459	M-LNCS DCI Reusable Sensor	8	\$295.00	\$221.25	\$1,770.00 *
5	8000-0580-01	Six hour rechargeable Smart battery	16	\$495.00	\$405.90	\$6,494.40 *

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Page 2 Subtotal

\$281,559.20

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
6	8300-0250-01	SurePower Charger Adapter	8	\$97.00	\$79.54	\$636.32	*
7	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	8	\$157.50	\$129.15	\$1,033.20	*
8	8000-0670	YSI reusable adult Skin Temperature probe	8	\$75.00	\$61.50	\$492.00	*
9	8778-0136	6 Year Extended Warranty - 6 year Extended (at time of equipment sale)	8	\$5,150.00	\$5,150.00	\$41,200.00	
10	8778-0122	6 Year, 1 Preventative Maintenance (at time of equipment sale)	8	\$1,380.00	\$1,380.00	\$11,040.00	
11	5001-9928	ZOLL E Series w/Pacing, 12 lead + 3 parameters or more Trade-In	8		(\$11,000.00)	(\$88,000.00)	**
Reflects Discount Pricing. **Trade-In Value valid if all units purchased are in good operational and cosmetic condition, and include all standard accessories such as paddles, cables, etc. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.							
						TOTAL	\$247,960.72

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ZOLL QUOTATION GENERAL TERMS & CONDITIONS

1. ACCEPTANCE. This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

2. DELIVERY AND RISK OF LOSS. Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

3. TERMS OF PAYMENT. Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

4. CREDIT APPROVAL. All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

5. TAXES & FEES. The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

6. WARRANTY. (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. SOFTWARE LICENSE. (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth, (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein, (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation, (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

8. DELAYS IN DELIVERY. ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

~~**9. LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATION'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.~~

~~**10. PATENT INDEMNITY.** ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.~~

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

11. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

12. RETURNS AND CANCELLATION. (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

13. APPLICABLE LAW. This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

14. COMPLIANCE WITH LAWS. (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

15. NON-WAIVER OF DEFAULT. In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

16. ASSIGNMENT. This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

17. TITLE TO PRODUCTS. Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

VETERAN'S EMPLOYMENT - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

EMPLOYMENT OF HANDICAPPED - If this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

EQUAL OPPORTUNITY EMPLOYMENT - If this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

19. VALIDITY OF QUOTATION. This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

20. GENERAL. Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 77-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Contract to Hulett Environmental Services, Inc., for Treatment of Lethal Yellowing Disease in Coconut Palms and Royal Palm Bug and Fertilization Treatment for Royal Palm Trees in the Amount of \$45,084, and Establishing a Project Budget of \$47,350.

Presenter

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

Supporting Documents

- [Memorandum dated May 19, 2014, from H. Paul Brazil, P.E., Director of Public Works](#)
- [Resolution No. 77-2014](#)
- [Bid Tab Sheets](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 10, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Award Contract for Treatment of Lethal Yellowing Disease in Coconut Palms and Royal Palm Bug and Fertilization Treatment for Royal Palms
Resolution No. 77-2014

Date: May 19, 2014

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 77-2014, awarding a contract for the Lethal Yellowing Inoculations and Royal Palm Treatment to Hulett Environmental Services, Inc., in the amount of \$45,084 and establishing a project budget of \$47,350.

GENERAL INFORMATION

This operation consists of treating all coconut palms in the Town's right-of-way, parks, and medians with an antibiotic 3 times per year to help prevent the palms from contracting lethal yellowing disease, which can be fatal.

The Town's arborist reviewed the condition of the Town's royal palms. The arborist and Town staff concluded that the royal palms were suffering from an infection of royal palm bug and lack of fertilization. This award also includes treating all the royal palms in the right-of-way, parks and medians for royal palm bug twice a year and fertilization three times per year. All operations will be monitored by Town staff and the Town's arborist.

The Town advertised Bid No. 2014-18 for these services and received bids from seven contractors. On May 14, 2014 Hulett Environmental Services was identified as the lowest responsive bidder.

The contract provides for the option of (4) twelve-month renewals with all original terms, conditions and pricing.

FUNDING/FISCAL IMPACT

Sufficient funds are available in the Public Works Department FY14 budget and in the proposed FY15 budget to complete this work. A contingency of 5% has been included for emergency

treatments. Funding or reimbursement from other sources (Recreation, Worth Avenue maintenance assessment, etc.) will be sought for those respective trees being inoculated that are beyond the responsibility of the Public Works operating budget.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachment

cc: Jane Struder, Director of Finance
Eric B. Brown, P.E., Assistant Director of Public Works
Brett Madison, Facilities Maintenance Division Manager
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 77-2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED A CONTRACT TO HULETT ENVIRONMENTAL SERVICES, INC., FOR TREATMENT OF LETHAL YELLOWING DISEASE IN COCONUT PALMS AND ROYAL PALM BUG AND FERTILIZATION TREATMENT FOR ROYAL PALM TREES IN THE AMOUNT OF \$45,084, AND ESTABLISHING A PROJECT BUDGET OF \$47,350.

* * * *

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 Hulett Environmental Services, Inc., for the treatment of lethal yellowing disease in coconut palms and royal palm bug and fertilization treatment in the Town's royal palm trees in the amount of \$45,084 and establishes a project budget of \$47,350.

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 implementation of these services, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 10th day of June 2014.

Gail L. Coniglio, Mayor

Robert N. Wildrick, Town Council President

William J. Diamond, Council President Pro Tem

Richard M. Kleid, Town Council Member

ATTEST:

Michael J. Pucillo, Town Council Member

Susan A. Owens, MMC, Town Clerk

Penelope D. Townsend, Town Council Member



TOWN OF PALM BEACH
BID TABULATION

BID NO. 2014-18

**TREATMENT FOR LETHAL YELLOWING
DISEASE, ROYAL PALM BUG AND
ROYAL PALM FERTILIZATION**

 BID NO. 2014-18 TREATMENT FOR LETHAL YELLOWING DISEASE, ROYAL PALM BUG AND ROYAL PALM FERTILIZATION											
Vendor:					Beach Environmental Exterminating, Inc.			Enviroscapes Plus Inc.			
Address:					5490 Dexter Way Mangonia Park, FL 33407			6919 W. Broward Blvd., #150 Plantation, FL 33317			
Telephone:					561-841-0077			954-583-1213			
Fax:					561-841-0070			n/a			
Contact:					Brett McCoy			Johnny Cannon			
Line	Description	Qty	Unit	Times per Year	Price per Unit	Sub Total	Total	Price per Unit	Sub Total	Total	
1	Lethal Yellowing Treatment (Oxytetracycline hydrochloride injections) as specified	2382	EA	3	\$ 4.7775	\$ 11,380.01	\$ 34,140.02	\$ 4.74	\$ 11,290.68	\$ 33,872.04	
2	Royal Palm Bug Treatment with Imidicloprid insecticide as specified	550	EA	2	\$ 9.0548	\$ 4,980.14	\$ 9,960.28	\$ 11.50	\$ 6,325.00	\$ 12,650.00	
3	Royal Palm Fertilization with a granular mixture of 8-2-12 per University of Florida specifications.	550	EA	3	\$ 4.3272	\$ 2,379.96	\$ 7,139.88	\$ 3.25	\$ 1,787.50	\$ 5,362.50	
Total					\$ 51,240.18		\$		\$ 51,884.54		

Bid Opened on May 14, 2014 at 2:00 PM

Opened by: *John Cmar*

Witnessed by: *Adis Pedraga*

Submitted bid shows a Total of \$51,240.00 (extension errors; unit price prevails)	Submitted bid shows a Total of \$51,884.53 (math error)
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TOWN OF PALM BEACH
BID TABULATION

BID NO. 2014-18

**TREATMENT FOR LETHAL YELLOWING
DISEASE, ROYAL PALM BUG AND
ROYAL PALM FERTILIZATION**

											
BID NO. 2014-18											
TREATMENT FOR LETHAL YELLOWING DISEASE, ROYAL PALM BUG AND ROYAL PALM FERTILIZATION											
				Vendor:		Hulett Environmental Services, Inc.					
				Address:		7670 Okeechobee Boulevard					
						West Palm Beach, FL 33411					
				Telephone:		800-285-7378					
				Fax:		800-688-3284					
				Contact:		Christopher Scocco/Joe Jonovich					
						Kris Wilson					
Line	Description	Qty	Unit	Times per Year	Price per Unit	Sub Total	Total	Price per Unit	Sub Total	Total	
1	Lethal Yellowing Treatment (Oxytetracycline hydrochloride injections) as specified	2382	EA	3	\$ 4.00	\$ 9,528.00	\$ 28,584.00	\$ 4.65	\$ 11,076.30	\$ 33,228.90	
2	Royal Palm Bug Treatment with Imidiclorpid insecticide as specified	550	EA	2	\$ 8.25	\$ 4,537.50	\$ 9,075.00	\$ 6.25	\$ 3,437.50	\$ 6,875.00	
3	Royal Palm Fertilization with a granular mixture of 8-2-12 per University of Florida specifications.	550	EA	3	\$ 4.50	\$ 2,475.00	\$ 7,425.00	\$ 3.50	\$ 1,925.00	\$ 5,775.00	
Total					\$	45,084.00		\$	45,878.90		

Bid Opened on May 14, 2014 at 2:00 PM

Opened by: *John Cimar*

Witnessed by: *Adis Pedaraga*



TOWN OF PALM BEACH
BID TABULATION

BID NO. 2014-18

**TREATMENT FOR LETHAL YELLOWING
DISEASE, ROYAL PALM BUG AND
ROYAL PALM FERTILIZATION**

 BID NO. 2014-18 TREATMENT FOR LETHAL YELLOWING DISEASE, ROYAL PALM BUG AND ROYAL PALM FERTILIZATION										
Vendor: Address: Telephone: Fax: Contact:					Professional Exterminating Services				Propertyworks	
					146 Magnolia Way				1201 Roebuck Ct.	
					Tequesta, FL 33469				West Palm Beach, FL 33401	
					561-719-2554				561-805-8687	
					561-746-6578				561-805-8688	
					George Meit				Preston Searls	
Line	Description	Qty	Unit	Times per Year	Price per Unit	Sub Total	Total	Price per Unit	Sub Total	Total
1	Lethal Yellowing Treatment (Oxytetracycline hydrochloride injections) as specified	2382	EA	3	\$ 8.58	\$ 20,437.56	\$ 61,312.68	\$ 4.87	\$ 11,600.34	\$ 34,801.02
2	Royal Palm Bug Treatment with Imidicloprid insecticide as specified	550	EA	2	\$ 7.23	\$ 3,976.50	\$ 7,953.00	\$ 3.85	\$ 2,117.50	\$ 4,235.00
3	Royal Palm Fertilization with a granular mixture of 8-2-12 per University of Florida specifications.	550	EA	3	\$ 6.96	\$ 3,828.00	\$ 11,484.00	\$ 4.85	\$ 2,667.50	\$ 8,002.50
Total					\$	80,749.68		\$	47,038.52	

Bid Opened on May 14, 2014 at 2:00 PM

Opened by: *John Cmar*

Witnessed by: *Adis Pedragan*



TOWN OF PALM BEACH
BID TABULATION

BID NO. 2014-18

**TREATMENT FOR LETHAL YELLOWING
DISEASE, ROYAL PALM BUG AND
ROYAL PALM FERTILIZATION**

			Vendor: Address: Telephone: Fax: Contact:		Zimmerman Tree Service 4660 71 Court South Lake Worth, FL 33463 561-968-1045 561-966-4612 Michael Zimmerman		
Line	Description	Qty	Unit	Times per Year	Price per Unit	Sub Total	Total
1	Lethal Yellowing Treatment (Oxytetracycline hydrochloride injections) as specified	2382	EA	3	\$ 4.55	\$ 10,838.10	\$ 32,514.30
2	Royal Palm Bug Treatment with Imidicloprid insecticide as specified	550	EA	2	\$ 10.66	\$ 5,863.00	\$ 11,726.00
3	Royal Palm Fertilization with a granular mixture of 8-2-12 per University of Florida specifications.	550	EA	3	\$ 4.32	\$ 2,376.00	\$ 7,128.00
Total					\$	51,368.30	

Bid Opened on May 14, 2014 at 2:00 PM

Opened by: *John Cimar*

Witnessed by: *Adis Pedaraga*

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 78-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Contract Extension 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, P.E., Director of Public Works

Supporting Documents

- [Memorandum dated May 19, 2014, from H. Paul Brazil, P.E., Director of Public Works](#)
- [Resolution No. 78-2014](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 10, 2014

TO: Mayor and Town Council

VIA: Peter Elwell, Town Manager

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

RE: Authorization to Extend Electrical Maintenance and Repair Services Contracts
Resolution No. 78-2014

DATE: May 19, 2014

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 78-2014 to authorize the first twelve-month extension of the Electrical Maintenance and Repair Services contracts to Universal Electric of Florida, Inc., and C.R. Dunn, Inc., in a cumulative total amount not-to-exceed \$154,000.

GENERAL INFORMATION

Universal Electric of Florida, Inc., and C.R. Dunn, Inc., were awarded the Electrical Maintenance and Repair Services contract, per Bid No. 2013-06, via Resolution No. 85-2013. Universal Electric performs services on the street light systems, in Town buildings and on the Town docks. C. R. Dunn performs work on the traffic signals and in the Town's pump and lift stations. The exact dollar amount of work issued in any given category of work will depend on the required work during that year. Universal Electric and C. R. Dunn have both performed satisfactorily and the contract provides for the option of four (4) twelve-month renewals.

FUNDING/FISCAL IMPACT

Sufficient funds are available within the FY14 and proposed FY15 budgets to complete this work.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachment

cc: Eric Brown, P.E., Assistant Director of Public Works
Brett Madison, Facilities Division Manager
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 78-2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A CONTRACT EXTENSION 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.

* * * * *

WHEREAS, a contract was awarded on June 11, 2013 to Universal Electric of Florida, Inc., and C. R. Dunn, Inc., to provide electrical maintenance and repair services; and

WHEREAS, Universal Electric of Florida, Inc., and C. R. Dunn, Inc. have provided acceptable service under that contract; and

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

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

Section 1. The first contract extension for electrical maintenance and repair services from Universal Electric of Florida, Inc., and C. R. Dunn, Inc., is approved. Costs for services performed pursuant to these contracts shall be as stated therein but shall not exceed a cumulative amount of \$154,000 for a period of twelve months, beginning June 11, 2014 and ending June 10, 2015.

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

Section 3. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the implementation of these services, including any necessary change order work as recommended by the Public Works Director.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 10th day of June 2014.

Gail L. Coniglio, Mayor

Robert N. Wildrick, Town Council President

William J. Diamond, Council President Pro Tem

Richard M. Kleid, Town Council Member

ATTEST:

Michael J. Pucillo, Town Council Member

Susan A. Owens, MMC, Town Clerk

Penelope D. Townsend, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 79-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Preliminary Design Services to Kimley-Horn and Associates, Inc., in an Amount of \$54,360 for the Signalization and Mast Arm Upgrades and Establishing a Design Phase Budget of \$61,000.

Presenter

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

Supporting Documents

- [Memorandum dated May 29, 2014, from H. Paul Brazil, P.E., Director of Public Works](#)
- [Resolution No. 79-2014](#)
- [Kimley-Horn Proposal](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 10, 2014

TO: Mayor and Town Council

VIA: Peter Elwell, Town Manager

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

RE: Approval of Purchase Order for Preliminary Design Services for Signalization and Mast Arm Upgrades
Accelerated Capital Improvement Program Phase 2
Resolution No. 79-2014

DATE: May 29, 2014

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 79-2014 approving a purchase order for Preliminary Design Services to Kimley Horn and Associates, Inc., for Signalization and Mast Arm Upgrades, in the amount of \$54,360 and establishing a preliminary design phase budget of \$61,000.

GENERAL INFORMATION

The Town operates and maintains the traffic signals within the Town of Palm Beach. The majority of the traffic signal poles in the Town were installed in the early 1970s. Those signal poles that were installed in the 1970s met the wind load requirements at that time. Since then, the wind load requirements have become more stringent due to the impacts of several hurricanes (Andrew, Charlie, Francis, Jean and Wilma) that hit South Florida. During Hurricane Wilma one of the Town's signal poles was blown down. Those signal poles installed in the 1970s do not meet the current wind load standards.

Staff is recommending to Town Council that the existing Town owned 1970s "trombone" style poles be replaced with more decorative poles, and to the current wind load standards. The scope of this preliminary design is intended to catalogue all signalization and mast arms in the Town, assess the condition and design, establish needed upgrades, develop a preliminary cost estimate for the project, and identify ownership.

Town staff has secured a proposal from Kimley-Horn and Associates, Inc. (KHA) for them to conduct field reviews of all signalized intersections within the Town limits. KHA will prepare a report detailing those mast arms, signals, cabinets and equipment that do not meet current

standards or should be upgraded. Their report will also include an order of magnitude for construction and final design.

In 2006, FDOT upgraded the signals and mast arms on South County Road at Hammon Avenue, Worth Avenue, and Peruvian Avenue. Staff has requested several times for FDOT to upgrade the signals and poles on FDOT roads at other locations in Town, but FDOT would not include them in their projects. We will continue to request that FDOT upgrade their signal poles. This project does not include these signal poles.

FUNDING/FISCAL IMPACT

Funding for the Signalization and Mast Arm Upgrades preliminary and final design, bid and construction phases is fully contained within the Accelerated Capital Improvement Program Phase 2. In the event FDOT facilities need to be upgraded, the FDOT will be provided a summary of those facilities and request for upgrade.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: Eric B. Brown, P.E., Assistant Director of Public Works
William Francis, P.E., Town Engineer
Michael Roach, P.E., Project Engineer
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 79-2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER FOR PRELIMINARY DESIGN SERVICES TO KIMLEY-HORN AND ASSOCIATES, INC., IN AN AMOUNT OF \$54,360 FOR THE SIGNALIZATION AND MAST ARM UPGRADES, AND ESTABLISHING A DESIGN PHASE BUDGET OF \$61,000.

* * * * *

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 an amount of \$54,360 for Design Services for Signalization and Mast Arm Upgrades, and establishes a design phase budget of \$61,000.

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, 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 10th day of June 2014.

Gail L. Coniglio, Mayor

Robert N. Wildrick, Town Council President

William J. Diamond, Council President Pro Tem

Richard M. Kleid, Town Council Member

ATTEST:

Michael J. Pucillo, Town Council Member

Susan A. Owens, MMC, Town Clerk

Penelope D. Townsend, Town Council Member



May 28, 2014

Mr. Mike Roach
Town of Palm Beach
951 Old Okeechobee Boulevard, Suite A
West Palm Beach, Florida 33401

Re: Mast Arm Traffic Signal Study Preliminary Engineering Report
Town of Palm Beach, Florida

Dear Mr. Roach:

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this proposal to the Town of Palm Beach ("the Client" or "You") for providing professional engineering services associated development of a Preliminary Engineering Report and recommendations related to traffic signal mast-arm replacement at ten intersections in the Town of Palm Beach, Florida.

PROJECT UNDERSTANDING

It is our understanding that the Town desires to understand potential design and construction issues with the replacement of the mast-arm traffic signals located within the Town. New mast-arms that meet current codes are desired to be installed. Mast-arm replacements are being considered at the following intersections:

- Royal Poinciana Way & Bradley Place
- Royal Poinciana Way & North County Road
- Sunset Avenue & North County Road
- Sunrise Avenue & Bradley Place
- Sunrise Avenue & North County Road
- The Breakers & South County Road
- Pine Walk & South County Road
- Barton Avenue & South County Road
- Royal Palm Way & South County Road
- Royal Palm Way & Cocoanut Row
- Clarke Avenue & Cocoanut Row
- Seabreeze Avenue & Cocoanut Row
- Peruvian Avenue & South County Road
- Worth Avenue & South County Road
- Hammon Avenue & South County Road
- Pendleton Avenue & Cocoanut Row
- South Fire Station

Replacement of the following flashers are also being considered:

- North Fire Station
- Central Fire Station
- Par 3 Golf Course & South Ocean Boulevard
- Phipps Plaza & North County Road
- Seabreeze Avenue & South County
- Seaview Avenue & Coconut Row
- Royal Palm Way & Coconut Row
- Seabreeze Avenue & Coconut Row
- Seaview Avenue & South County
- Via Vizcaya & South County Road

We have prepared this proposal to prepare a preliminary engineering report that describes the existing conditions and proposed upgrades required at each intersection so that the new mast-arms comply with current design and wind loading criteria.

SCOPE OF SERVICES

TASK 1 – CONCEPTUAL DESIGNS AND DATA COLLECTION

Kimley-Horn will prepare conceptual mast-arm designs at the subject existing mast-arm intersections. The conceptual designs will be based on field review of the existing conditions, apparent utilities and reviews of available record drawings. Scaled graphics based on available aerial photography will be utilized as the base for the conceptual designs; detailed survey information is not included as part of this proposal. The conceptual designs will be based on design criteria published by the Florida Department of Transportation (FDOT) and Palm Beach County. The plans will include conceptual pole locations, arm lengths, and signal head locations.

TASK 2 – PRELIMINARY ENGINEERING REPORT

Kimley-Horn will prepare a written report documenting our recommendations. As part of this report, Kimley-Horn will discuss potential design and construction issues at each intersection, the need for additional right-of-way and/or easements, if required, ADA updates and potential alternatives if utility conflicts require alternate design. A review of the existing flasher and pole-mount signals will also be included.

Kimley-Horn will also discuss recommended mast-arm types (standard, decorative, etc.), controller types, and other signalization equipment. The recommendations will be based on a review of FDOT and Palm Beach County design requirements.

Based on the conceptual designs and recommendations, Kimley-Horn will prepare opinions of probable construction cost, including anticipated design and permitting costs, for each subject intersection based on published generalized FDOT costs.

Kimley-Horn will meet with Town of Palm Beach Staff up to three times at their offices to discuss the conceptual plans and recommendations. We will provide a draft report for review and will respond to one round of Town comments.

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 and will be performed hourly rates per our contract with the Town, as we agree prior to their performance. Additional services we can provide include but are not limited to the following:

1. response to comments beyond those included above
2. construction drawings
3. bid and construction phase services
4. construction administration
5. topographic survey and/or design
6. coordination with other agencies, including but not limited to Palm Beach County Traffic Engineering
7. additional traffic engineering analyses
8. speed studies
9. data collection
10. planning and zoning assistance
11. permitting and regulatory assistance
12. forensic (expert witness) services
13. landscape architecture services
14. attendance at meetings and/or public hearings beyond that described above

SCHEDULE

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

FEE AND BILLING

Kimley-Horn will perform the services described in this Scope of Services for the above tasks on an hourly basis in accordance with our Contract with the Town. We recommend that the following budgets be established for the project:

- Task 1 - \$32,835
- Task 2 - \$21,525

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 December 17, 2013, 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.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Kevin Schanen, P.E.
Associate



Adam B. Kerr, P.E.
Project Manager

ABK/

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 80-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Design and Bid Phase Engineering Services to Kimley-Horn & Associates, Inc., in an Amount of \$23,480 for the Roadway Improvements on Queens Lane, and Establishing a Design and Bid Phase Budget of \$25,000.

Presenter

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

Supporting Documents

- [Memorandum dated May 27, 2014, from H. Paul Brazil, P.E., Director of Public Works](#)
- [Resolution No. 80-2014](#)
- [Kimley-Horn Proposal](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 10, 2014

TO: Mayor and Town Council

VIA: Peter Elwell, Town Manager

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

RE: Approval of Purchase Order for Design and Bid Phase Services for the Queens Lane Roadway Improvements
Accelerated Capital Improvement Program Phase 2
Resolution No. 80-2014

DATE: May 27, 2014

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 80-2014 for a purchase order for Design and Bid Phase Services to Kimley-Horn & Associates, Inc., for the Queens Lane Roadway Improvements in the amount of \$23,480 and establishing a design and bid phase budget of \$25,000.

GENERAL INFORMATION

Drainage and roadway improvements were completed on a portion of Queens Lane this past fall. This project was completed \$473,356.06 under budget. As such, staff recommends that additional improvements be designed and constructed on an incomplete portion of Queens Lane that is experiencing ponding and drainage issues, as well as exhibiting poor pavement surface conditions.

We have negotiated a design and bid phase services contract for the roadway improvements on Queens Lane with Kimley-Horn & Associates, Inc., in the amount of \$23,480. Staff also recommends a contingency of \$1,520 resulting in a total estimated project design and bid phase budget of \$25,000.

FUNDING/FISCAL IMPACT

Funding for the roadway improvements on Queens Lane design and bid phases is fully contained within the Accelerated Capital Improvement Program Phase 2 in the amount of \$25,000.

The estimated construction cost for this project is unknown at this time and staff will return to Town Council for approval of the construction contract once the project design is complete and the project is bid.

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: William Francis, P.E., Town Engineer
Charles Langley, P.E., Senior Project Engineer
Cheryl Somers, Assistant Director of Finance
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 80-2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER FOR DESIGN AND BID PHASE ENGINEERING SERVICES TO KIMLEY-HORN & ASSOCIATES, INC., IN AN AMOUNT OF \$23,480 FOR THE ROADWAY IMPROVEMENTS ON QUEENS LANE, AND ESTABLISHING A DESIGN AND BID PHASE BUDGET OF \$25,000.

* * * * *

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order for Kimley-Horn & Associates, Inc., in an amount of \$23,480 for Design and Bid Phase Engineering Services for the Roadway Improvements on Queens Lane, and establishes a design and bid phase budget of \$25,000.

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, 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 10th day of June 2014.

Gail L. Coniglio, Mayor

Robert N. Wildrick, Town Council President

William J. Diamond, Council President Pro Tem

Richard M. Kleid, Town Council Member

ATTEST:

Michael J. Pucillo, Town Council Member

Susan A. Owens, MMC, Town Clerk

Penelope D. Townsend, Town Council Member



May 12, 2014

Mr. Chuck Langley, P.E.
Town of Palm Beach
951 Old Okeechobee Road, Ste. "A"
West Palm Beach, FL 33401

RE: *Queens Lane Roadway Improvements*

Dear Chuck,

Kimley-Horn is pleased to submit this proposal to The Town of Palm Beach ("TOWN") for providing professional engineering services related to roadway improvements on Queens Lane in the Town of Palm Beach. Our project understanding, scope of services, schedule, and fee follow.

Project Understanding

The Town has requested that Kimley-Horn perform engineering services for Queens Lane between North Ocean Way and North Ocean Blvd. (approximately 400 LF) in the Town of Palm Beach. The west block of the street was improved in 2013 and it is desired to perform similar improvements to the east block.

The Town has requested that Kimley-Horn perform engineering services that address the following items:

- Roadway grading improvements.
- Curb replacement/installation
- Upgrades of undersized catch basins and cross drains (minimum Type "C" basins and 15" cross drains)

Based on this understanding, we offer the following scope of services:

Scope of Services

Data Collection and Field Review

Kimley-Horn will attend a kickoff meeting with the Town to discuss the project objectives and design considerations for the project. Kimley-Horn staff will perform a site visit and photograph the project corridor to identify visible site constraints that may affect the design. We will coordinate with existing utility owners identified by Sunshine State One Call as those having facilities in the area to obtain record drawings to assist us with the design.

Right of Way Survey

Kimley-Horn will employ the services of a survey subconsultant to perform a right of way survey of Queens Lane between North Ocean Way and North Ocean Blvd. The survey will contain the following information:

- Full right-of-way, plus 5' beyond on Queens Lane between Ocean Way and North Ocean Boulevard, extended 30' on each side street.
- Establish base line of survey and recover sufficient right-of-way control to graphically depict full right-of-way of street. There is no provision for individual boundary surveys of private property or rectifying any major boundary issues within the neighborhood.
- Establish NGVD 1929 benchmarks on site, tied to the governmental benchmark network. Provide conversion factor for datum to the NAVD 88.
- Obtain cross sections on 50-foot intervals at centerline, edge of pavement, top of curb, front and back of walk. Obtain elevations 5' beyond right-of-way line when possible. Obtain high and low point cross sections.
- Locate all above ground improvements including pavement, sidewalks, driveways, striping and above ground evidence of underground utilities. Obtain rim elevations and inverts of sewer and drainage structures. Identify (if possible) pipe size and storm baffle locations in drainage structures. Utility locations will include fire hydrants, water valves, cleanouts, meter boxes, vaults and electrical outlets. Location of irrigation valves and individual sprinkler heads is not included.
- Locate all above ground evidence of underground utilities as marked by others.

Utility Locates

Kimley-Horn will employ the services of an underground utility locating firm to perform soft digs on the existing utilities within the road right of way. Up to 5 soft dig locations will be performed to locate the existing utilities.

Construction Plans and Specifications

Kimley-Horn will perform engineering design services to prepare construction plans and specifications for the project. It is anticipated that the roadway will be re-graded to the greatest extent practical to allow stormwater runoff to flow to the existing catch basins. It is assumed that the existing stormwater trunk line that currently serves the roadway will not require replacement as part of the project as it was recently replaced with 18" CHDPE. The two cross drains that are less than 15-inches in size and two catch basins that are smaller than a Type "C" will be upgraded to meet minimum Town Standards.

We will also design a replacement sewer main as the existing pipe is VCP. If the line is found by the Town to not contain any offsets, bellies, or hammer taps, we will call for the pipe to be lined to reduce construction costs. It is assumed that the watermain will require an offset relocation to accommodate the upgraded Type C catch basin on the south side of the street. We will coordinate this design with the City of West Palm Beach. The single watermain offset or sanitary main replacement will not require an FDEP permit.

Construction plans and specifications suitable for bidding or use by the Town's on-call contractor will be prepared consisting of the following information:

- Cover Sheet

- General Notes
- Paving, Grading, Drainage Plan, and Utility Plan (1 sheet, double plan, no profiles)
- Construction Details and Roadway Sections (up to two sheets)
- Utility Details (up to two sheets)
- Technical Specifications

Kimley-Horn will submit plans for review after the preliminary completion stage for Town review and comment. Kimley-Horn will address one round of reasonable comments after the review period. An Opinion of Probable Cost will be submitted with the preliminary and final submittal.

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.

Bid Phase Services

Kimley-Horn will perform the following services during the bidding phase of the project:

- Prepare documents for bidding
- 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.

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 to this task and will be performed based on proposals approved prior to performance of the additional services.

Information and Services Provided By the Town

Kimley-Horn assumes that all information provided by the Town can be relied upon in the performance of professional services. The following information shall be provided to KIMLEY-HORN.

- Available record information regarding Queens Lane.

Fee and Billing

Kimley-Horn will perform the services described in this Scope of Services on an hourly basis in accordance with our Contract with the Town. It is recommended that a budget of \$23,480 be established for this work. A breakdown of this fee is attached to this proposal.

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 December 17, 2013, 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 fee described above.

We appreciate the opportunity to provide these services to you. With Kimley-Horn, you should expect more and will experience better. Please contact me at (561) 840-0820 or kevin.schanen@kimley-horn.com should you have any questions.

Sincerely,



By: Kevin Schanen, P.E.
Vice President

Attachment

K:\WPB_Civil\General\Schanen\Proposals\Palm Beach\Queens Lane 2014\QueensLaneprop.docx

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 86-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving GFA Inc. as a Plan Review and Inspection Firm from the Original List of Respondents to RFP No. 2010-28, in Addition to Hy-Bryd Inc. and MT Causley Inc. Based Upon Their Proposal and the Selection Committee's Recommendations Pertaining Thereto; Authorizing Staff Negotiations with GFA Inc., and Authorizing the Town Manager to Execute a Negotiated Contract on Behalf of the Town for Plan Review and Inspection Services, Subject to the Town's Adopted Budget for Said Program and the Town Attorney's Approval of the Negotiated Contract for Legal Form and Sufficiency.

Presenter

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

Supporting Documents

- [Memorandum dated May 30, 2014, from John S. Page, Director of Planning, Zoning and Building](#)
- [Resolution No. 86-2014](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 10, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: John S. Page, Planning, Zoning and Building Department Director

Re: Authorization to Enter Into a Plan Review and Inspection Services Contract – GFA Inc.
Resolution No. 86-2014

Date: May 30, 2014

STAFF RECOMMENDATION

Staff recommends that the Town Council adopt Resolution No. 86-2014 approving GFA Inc. as a vendor for providing backup plan review and inspection services to the Planning Zoning & Building Department and authorizing the Town Manager to enter into a contract with said firm in an amount not to exceed \$50,000, in accordance with Town purchasing procedures.

GENERAL INFORMATION

In FY2011, the Town conducted an RFP for the provision of contract Plan Review and Inspection Services to supplement the services provided by Town employees. The services of an outside contractor have been utilized for a number of years, and are intended to maintain a consistent level of service by the Town in periods where permit activity is greater than can be accommodated by in-house staff in a timely manner.

Hy-Byrd Incorporated and MT Causley Inc. were awarded Plan Review and Inspection Services contracts pursuant to RFP 2010-28. Hy-Byrd Inc. has been our primary inspection provider, while both have provided some plan review services. However, within the past year, neither has been able to provide adequate plan review services, because of lack of available plans examiners in the private sector. As a result, PZB has included consideration of a full-time plans examiner position in its budget for FY15, in part to address this situation, and in part to commence some of the new initiatives presented to the Town Council in December of last year, such as daytime expedited plan review.

In the meantime, the Town's Purchasing Division has indicated that contacting the next firm on the original RFP list (GFA Inc.) is acceptable under the Town's bidding procedures. As a result, GFA Inc. has indicated that it can provide full-time plan review services to the Town. We anticipate that the use of a contract full-time plans examiner for the remainder of this year will exceed \$25,000, thus requiring Town Council approval in accordance with the Town's purchasing requirements. Therefore, we are recommending adoption of Resolution No. 86-2014 in an amount not to exceed \$50,000. This will enable us to continue to conduct timely plan review, as well as incorporate daytime expedited review as part of daily Departmental procedure.

FUNDING/FISCAL IMPACT

Funding for these services is included within the Planning, Zoning & Building Department's FY14 annual budget, and is allocated to each firm in accordance with the work that is assigned to them.

PURCHASING REVIEW

The use of GFA Inc. has been reviewed and approved by the Purchasing Division of the Finance Department and award is hereby recommended to GFA Inc.

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
Veronica W. Close, Assistant Director, Planning, Zoning & Building Department
William Bucklew, Building Official
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 86-2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING GFA INC AS A PLAN REVIEW AND INSPECTION FIRM FROM THE ORIGINAL LIST OF RESPONDENTS TO RFP NO. 2010-28, IN ADDITION TO HY-BRYD INC AND MT CAUSLEY INC BASED UPON THEIR PROPOSAL AND THE SELECTION COMMITTEE'S RECOMMENDATIONS PERTAINING THERETO; AUTHORIZING STAFF NEGOTIATIONS WITH GFA INC, AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A NEGOTIATED CONTRACT ON BEHALF OF THE TOWN FOR PLAN REVIEW AND INSPECTION SERVICES, SUBJECT TO THE TOWN'S ADOPTED BUDGET FOR SAID PROGRAM AND THE TOWN ATTORNEY'S APPROVAL OF THE NEGOTIATED CONTRACT FOR LEGAL FORM AND SUFFICIENCY.

WHEREAS, the Town Council has previously approved two (2) plan review and inspection services firms in order to process selected building permit applications and inspections on an as needed basis in a timely manner and in keeping with the standards of the Town, and

WHEREAS, these firms, despite their best efforts, have not been able to provide multi-certified plan reviewers on a consistent and dependable basis within the past year, and

WHEREAS, the Town wishes to add an additional contract Plan Review and Inspection Service firm from the list of original bidders, to increase the pool from which to provide sufficient Plan Review services, and

WHEREAS, GFA Inc. was ranked third on the original list of firms responding to the Town's Request for Proposals Number 2010-28.

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

Section 1. The foregoing recitals are hereby ratified and confirmed.

Section 2. The Town Manager is hereby authorized to enter into a contract with GFA Inc. in an amount not to exceed \$50,000 for the period commencing immediately and ending September 30, 2014, with an optional one-year contract extension, subject to continued future appropriations in FY15.

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 implementation of these services.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of June, 2014.

Gail L. Coniglio, Mayor

Robert N. Wildrick, Town Council President

William J. Diamond, Council President Pro Tem

Richard M. Kleid, Town Council Member

ATTEST:

Michael J. Pucillo, Town Council Member

Susan A. Owens, MMC, Town Clerk

Penelope D. Townsend, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Consent - Other

Agenda Title

Ratification of Town Manager Peter B. Elwell's Selection of Professionals to Assist the Town in Opposing the Proposed Lake Worth Inlet Deepening and Widening Project, and Appropriation of \$200,000 from the General Fund Contingency.

Presenter

Peter B. Elwell, Town Manager

Supporting Documents

- [Memorandum dated June 3, 2014, from Peter B. Elwell, Town Manager](#)
- [Engagement Letter with White & Case LLP](#)
- [Engagement Letter with Squire Patton Boggs LLP](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on:

June 10, 2014

To: Mayor and Town Council

From: Peter B. Elwell, Town Manager

Re: Opposition to the Proposed Deepening and Widening of Lake Worth Inlet –
Professionals to Assist the Town with Lobbying and Litigation
CONSENT AGENDA

Date: June 3, 2014

STAFF RECOMMENDATION

Staff recommends that Town Council take the following actions:

1. Ratify my decision to have Ballard Partners represent the Town before agencies and officials of the State of Florida on this matter as an extension of the Town's existing engagement with Ballard Partners for general representation in Tallahassee.
2. Authorize, in light of the increased scope of work due to #1 above, that the monthly retainer for Ballard Partners' services be increased temporarily to \$5,000 per month.
3. Ratify my decision to engage Squire Patton Boggs to represent the Town before agencies and officials of the United States Government on this matter, in accordance with the attached engagement letter dated May 29, 2014.
4. Appropriate an amount not to exceed \$150,000 from the General Fund Contingency Account for the fees and costs to be incurred in exchange for the services rendered in accordance with #1, #2, and #3 above.
5. Ratify my decision to engage White & Case to represent the Town in litigation regarding this matter, in accordance with the attached engagement letter dated May 27, 2014.
6. Appropriate an amount not to exceed \$50,000 from the General Fund Contingency Account for the fees and costs to be incurred in exchange for the services rendered in accordance with #5 above.

GENERAL INFORMATION

On April 8, Town Council voted unanimously to oppose the project proposed by the US Army Corps of Engineers (USACE) and the Port of Palm Beach to deepen and widen Lake Worth Inlet.

Since then, Mayor Coniglio and I have been aggressively working with numerous individuals and groups to build a broad coalition and mount an organized collaborative opposition to the project.

On May 8, I recommended certain actions that would (1) establish the general framework for this effort, (2) reiterate Town Council's direction to Mayor Coniglio and Town staff to lead the broad collaborative opposition to this project in a manner that is consistent with that general framework, (3) appropriate \$50,000 from the General Fund Contingency Account to support the Everglades Law Center's efforts as the leader of the litigation team opposing this project, and (4) take two additional actions related to retaining Greenberg Traurig and funding their professional services in this matter.

On May 12, our contacts at Greenberg Traurig informed the Town that the firm had identified a conflict of interest and could no longer represent the Town in any matter adverse to the Port of Palm Beach. Therefore, on May 14, the Town Council approved recommendations #1-3 in the paragraph immediately above and (instead of approving #4) directed that I retain representation for Washington lobbying, Tallahassee lobbying, and litigation in this matter. I assured Town Council that I would conduct a thorough search and then engage appropriate professionals to provide those services, that I would not exceed my spending authority in the initial weeks of those engagements, and that I would return to Town Council to seek ratification of my actions and funding for future services.

During the remainder of May, I reviewed the qualifications of 18 firms. Most of those firms showed active interest in assisting the Town; a few of them I checked out on my own initiative based on their outstanding reputation and/or the advice of local individuals who are familiar with their work. Three firms withdrew due to conflicts. I spoke with representatives of 11 firms. Although I found all of these firms to be well qualified, I am confident that the 3 firms I have selected are the best available resources for the Town's particular needs related to this project.

On May 27, I engaged White & Case (in particular, Neal McAliley in Miami) to represent the Town in the upcoming litigation related to this matter. On May 29, I engaged Squire Patton Boggs (Phil Bangert) to provide Washington lobbying services related to this project. Both engagement letters and related biographical information are attached. For Tallahassee lobbying services, I decided to expand the Town's existing engagement with Ballard Partners (Joe McCann) rather than engaging a new firm for this project. During the past week, Mayor Coniglio and I have had extensive contact with the noted individuals and all three firms are now actively engaged in representing the Town's interests in this matter.

PBE:

Attachments

cc: Jay Boodheshwar, Director of Recreation and Special Projects
H. Paul Brazil, Director of Public Works
Robert K. Weber, Coastal Coordinator
Joe McCann, Ballard Partners
Phil Bangert, Squire Patton Boggs
Neal McAliley, White & Case

White & Case LLP
Wachovia Financial Center, Suite 4900
200 South Biscayne Boulevard
Miami, Florida 33131-2352

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Fax + 1 305 358 5744/5766
www.whitecase.com

Direct Dial + 305.995.5255

nmcailley@whitecase.com

May 27, 2014

VIA E-MAIL

Peter B. Elwell
Town Manager
Town of Palm Beach
360 South County Road
P O Box 2029
Palm Beach, FL 33480

Town of Palm Beach / Expansion of Palm Beach Port

Dear Mr. Elwell:

By this letter we confirm your engagement of our firm, White & Case LLP ("White & Case" or "the Firm"), to act as lawyers and perform legal services on behalf of The Town of Palm Beach ("you" or "Client") in administrative and legal proceedings related to the proposal to expand Lake Worth Inlet for the Port of Palm Beach ("Services").

The Firm will charge you as its client for such Services on the basis of the Firm's hourly time charges then in effect at the time those services are performed. These rates will change from time to time, usually as of the start of the calendar year. My hourly rate is \$620.00 with associate rates starting at \$290.00. In addition, White & Case will charge you for those office costs and out of pocket expenses which we incur and are customarily billed by the Firm, including charges for photocopies, telephone, courier service, facsimiles, travel, automated research, e-mails and word processing.

You will be billed monthly for the above charges. Payment of each bill is expected to be made within thirty days of receipt, thus allowing you sufficient time to examine our charges and process payments. Should payment not be made within that thirty day period, we reserve the right to charge interest on such delinquent payments at an appropriate rate.

We reserve the right to cease our representation of you should you deliberately disregard your obligations under this agreement including timely payment of our fees. Notwithstanding the foregoing, we will act consistently with applicable rules of professional responsibility.

You have the right to discharge us for any reason at any time with the understanding we will be paid for all work undertaken up to and through the date of notice.

ABU DHABI ALMATY ANKARA BEIJING BERLIN BRATISLAVA BRUSSELS BUCHAREST BUDAPEST DOHA DÜSSELDORF FRANKFURT
GENEVA HAMBURG HELSINKI HONG KONG ISTANBUL JOHANNESBURG LONDON LOS ANGELES MEXICO CITY MIAMI MOSCOW MUNICH
NEW YORK PALO ALTO PARIS PRAGUE RIYADH SÃO PAULO SHANGHAI SINGAPORE STOCKHOLM TOKYO WARSAW WASHINGTON, DC

May 27, 2014

Please be advised that if we do not receive additional assignments within 90 days of the conclusion of the last assignment for which you have engaged us, we will consider our attorney-client relationship to have been terminated upon the completion of the specific services you have engaged us to perform. If you later retain us to perform further or additional services, the attorney-client relationship will recommence, subject to these and any supplemental terms of engagement that we may agree upon at that time. The fact that we may inform you from time to time of developments in the law which may be of interest to you, by newsletter or otherwise, should not be understood as a recommencement of an attorney-client relationship. We undertake no obligation to inform you of such developments in the law unless you have engaged us in writing to do so. Our consenting to be a party notified under agreements or other instruments on your behalf shall not alone constitute our being considered as your attorneys notwithstanding such consent.

The Firm's sole client for this matter is the Town of Palm Beach. Unless agreed to in writing, the Firm does not represent by virtue of this agreement any potentially-related entities such as officers, directors, shareholders, employees, parent companies, subsidiary companies, or affiliates.

As a condition of the Firm undertaking this matter, it should be understood that the Firm may continue to represent or undertake to represent existing or new clients even if those clients' interests are directly adverse to yours in matters substantially unrelated to this engagement regardless of their magnitude and importance. This shall include arbitration and litigation. No attorney, or staff member, working on this engagement shall be involved in such an adverse representation.

If the Firm, its lawyers or staff, are required at any time to disclose information at the request of a third party, whether by means of subpoena, mandate or your consent to such disclosure, you agree to compensate us at our then customary charges and reimburse us otherwise for the expense of such disclosure.

All drafts, research notes or memoranda or the like prepared by us in the course of this representation shall remain the sole property of the Firm. We understand and have been advised of the provisions of Chapter 119, Florida Statutes, and to the extent that it applies to us, we agree to be bound by its terms.

To the extent that any documents, correspondence, factual memoranda or the like (whether in electronic form or otherwise) is in our files, you shall have the right to request and receive from us, at your cost and expense for reproducing and delivering the same, those items at any time for a period of six months after conclusion of the representation unless the law mandates a less limited period. At the conclusion of that six month period, or whatever period is mandated by law, we shall have the right at our discretion but not the obligation, to either deliver those items to you or destroy the same.

May 27, 2014

Under applicable rules of professional responsibility, the Firm is obliged to avoid revealing information acquired as a consequence of the representation of any client. Therefore, if we have such information from another client, we cannot disclose it to you even if that information is relevant to your representation.

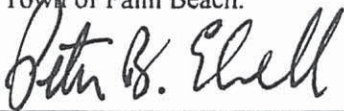
Sincerely,


Neal McAiley

NM:feb

Accepted and agreed to this 28th day of MAY, 2014

The Town of Palm Beach.



Peter B. Elwell, Town Manager

cc: John C. Randolph, Town Attorney

Neal McAliley

Partner
Miami



Practice Experience

Neal McAliley is a partner in the Firm's Disputes and Environmental practices. Mr. McAliley's areas of practice include environmental litigation, general civil and criminal litigation and regulatory matters before governmental agencies. He also leads the Firm's Climate Change group.

Expertise

Climate Change
Environmental
White Collar
Climate Change and
Emissions Trading
Environmental Advice on
Infrastructure and Project
Development and Finance
Environmental Compliance
and Regulatory Advice
Environmental Due
Diligence/Transactional
Environmental Litigation
and Enforcement
EU Environmental
Legislation and Lobbying
International Trade and the
Environment
Real Estate
Regulatory and
Government Affairs
Commercial Litigation
Power
Renewable Energy
Mining and Metals

Awards

Third Volume Showcases
Firm's Standing in Dispute
Resolution

Mr. McAliley advises clients on a wide range of environmental issues, including federal agency permitting, wetland jurisdiction, airport environmental issues, state and federal administrative and civil enforcement proceedings, and the criminal enforcement of federal environmental laws. Mr. McAliley is highly experienced regarding litigation with federal agencies under NEPA, the Endangered Species Act and related federal environmental statutes. Among Mr. McAliley's environmental litigation experience are cases related to federal agency compliance with NEPA and other laws in the initiation of new projects and the issuance of federal permits; regulatory matters concerning the importation of seafood; wetland permitting and enforcement; water quality and regulatory issues related to agricultural land use; regulation of activities on federal lands and issues related to water pollution from oceangoing vessels.

Mr. McAliley also handles general commercial litigation and white collar criminal defense matters. He has conducted internal investigations for multinational companies; represented parties in SEC proceedings; represented developers and home builders in contract, real estate, and construction litigation; defended clients in a range of industries against claims by regulatory agencies; defended against class actions; handled matters related to the importation of food products to the United States; and represented clients in trusts and estates litigation. Mr. McAliley also conducts internal regulatory compliance audits for clients.

Bars and Courts

Florida State Bar, 1999
US District Court for the Southern District of Florida
US District Court for the Middle District of Florida
US District Court for the Northern District of California
US Court of Appeals for the Eleventh Circuit
US Court of Appeals for the District of Columbia Circuit

Clerkships

US District Judge D. Lowell Jensen, US District Court for the Northern District of California, 1991-1992

Education

JD, University of California, Berkeley, (Boalt Hall), Editor-in-Chief, *Ecology Law Quarterly*, 1991
AB, General Studies, Harvard College, cum laude, 1987

PATTON BOGGS LLP

2550 M Street, NW
Washington, DC 20037
202-457-6000

Facsimile 202-457-6315
www.pattonboggs.com

May 29, 2014

Philip A. Bangert
202-457-5247
pbangert@pattonboggs.com

Mr. Peter B. Elwell
Town Manager
Town of Palm Beach
360 South County Road
Palm Beach, FL 33480

Dear Peter:

I appreciate the opportunity to present to you our qualifications to assist the Town of Palm Beach in matters related to the planned U.S. Army Corps of Engineers dredging project at Lake Worth Inlet.

To begin, I am delighted to inform you that Patton Boggs will merge with the Squire Sanders law firm, effective June 1. Our new firm will bring together Squire Sanders' top ranked global legal platform and Patton Boggs' preeminent public policy practice capabilities in Washington. The combined firm, to be called Squire Patton Boggs, will consist of approximately 1,600 lawyers, spanning 45 offices in 21 countries around the world. Squire Sanders has an office in West Palm Beach, as well as offices in Tampa and Miami. Patton Boggs is delighted to join a firm with such a strong footprint in Florida and Palm Beach County. As I will address, some of my new partners are residents of the Town of Palm Beach, and are quite familiar with the proposed Lake Worth Inlet project. This local familiarity of the issue and having part of your team literally minutes away, combined with our deep knowledge of Washington, and in this case, all matters related to the Corps of Engineers, would provide the Town of Palm Beach with extremely effective, multi-layered representation.

I would like to present to you our combined qualifications to assist the Town of Palm Beach. As you are aware from our prior work for the Town of Palm Beach, Patton Boggs has substantial involvement with the Corps of Engineers and the related Legislative and Executive Branch activity on all phases of Corps dredging, beach nourishment, flood control, waterfront development, and other water resources projects. I and others at Patton Boggs have long-standing and substantial working relationships among the Corps' top leadership, as well as the rank and file personnel within the Corps. Further, we have a keen understanding of the role that the Pentagon, specifically the Department of the Army, and the Office of Management and Budget (OMB) play in a variety of policy and budgeting issues that impact Corps projects. Lastly, we work on a daily basis with Members of Congress and their staff who, through a combination

May 29, 2014

Page 2

of appropriations and authorization bills, directly impact the Corps' budget and thus the progress of projects within the Corps program.

I will lead the Squire Patton Boggs efforts in our Washington office. My work on Corps related matters began in 1988, two years after the landmark Water Resources Development Act of 1986 was enacted. Over these past twenty-six years, not a month has passed where I haven't been involved in a Corps of Engineers issue, either before the Corps and other Executive Branch Departments and Offices, or Congress.

Joining me in this representation from our Washington office will be my partner General Mike Nardotti (U.S. Army retired), Pamela Welsh, a Public Policy Advisor, and Jared Fleisher, an Associate lawyer at our firm. While our team in Washington will not be limited to solely the four of us, these are the individuals who will be principally involved in this effort.

Mike Nardotti is the former Judge Advocate General of the Army, and a West Point graduate. He and I have worked together over the years on several Corps of Engineers issues. In addition to General Nardotti's keen understanding of all matters related to the Department of the Army and relationships with those currently serving in the Corps, Mike is deeply familiar with legal issues related to the Department of the Army, and will add a keen perspective to our approach to this task.

Pam Welsh has been with Patton Boggs for more than ten years, and is a key element of our public policy practice. Pam's work focuses substantially on representing local governmental entities before Congress and the Executive Branch. Her focus includes water resource issues, and she is well versed in Corps matters, and particularly in the context of the Congressional appropriations process. She and I, along with Jared Fleisher, spent considerable amount of time over the past two years as the WRRDA legislation was making its way through Congress. Jared's practice also focuses on local government representation, and he distinguished himself these past two years by substantially developing the concept and draft legislation for a new water infrastructure financing program, on which the new "WIFIA" section of the recently enacted WRRDA legislation was based. Attached to this letter are biographies of our Washington team.

I cannot say enough about Patton Boggs' and my personal excitement over the imminent merger with Squire Sanders. It will greatly enhance both of our firm's capabilities to serve clients throughout the United States, and in a variety of venues around the world. The Squire Sanders West Palm office has more than 20 lawyers, focusing on an array of litigation, corporate matters, real estate finance, property and zoning issues, tax, estate planning and probate matters, and other client work as well. Simply put, this office has a nationally recognized group of lawyers with whom I am delighted to be associated. I have discussed our proposed representation of the Town of Palm Beach with the managing partner of Squire Sanders' West Palm Beach office, J.B. Murray, who will continue to manage that office under the new firm. J.B. lives in the Town of

May 29, 2014

Page 3

Palm, he and others in that office know intimately the details of the Lake Worth dredging project from a residents' point of view, and he is delighted to add his assistance in this matter. J.B. will be responsible for leading the efforts of our West Palm office, as we view his and our other lawyer's presence in the community as an asset to the Squire Patton Boggs representation. I view the potential engagement of Squire Patton Boggs by the Town of Palm Beach as a stellar example of the very purpose for the combination of our two firms. We sincerely hope that we will have the opportunity to assist the Town of Palm Beach in this matter, and are confident that we have the depth of qualifications on a variety of levels to be a valued part of your efforts.

Consistent with our telephone conversation this morning, I propose the following terms of our engagement:

- Our efforts will focus on all federal aspects related to the Lake Worth Inlet projects — concentration at the Corps of Engineers, the Department of the Army, and the Office of Management and Budget in the White House, on policy and particularly budgetary issues related to the project.
- Of equal importance, we will also focus our efforts on the respective House and Senate appropriations and authorization committees, and interaction with Members of Florida's Congressional Delegation.
- Part and parcel to this, we will work with the Town of Palm Beach to collaboratively further develop a message and plan of action, taking under consideration the pending litigation by the coalition of interests who oppose the Lake Worth project. In so doing, we will develop the appropriate message for each federal target and specific person, as for instance, the Office of Management and Budget and the Congressional Appropriations Committees.
- Also as part of our representation, we will assist the Town in scheduling meetings in Washington, as appropriate, with key decision makers, and will staff those meetings. Likewise, I and others on our Washington team, and of course those in our West Palm office, will be available for meetings in Florida as needed.

With respect to fees, since our efforts will necessarily involve Executive Branch and Congressional action on budget and appropriation matters, which will tend to have periods of ebb and flow throughout the year, we believe that a modified fixed fee arrangement would be conducive to the nature of engagement. That is, I would propose a monthly billing arrangement which would consist of a "floor" of \$5,000 per month, and a cap of \$15,000 per month. The Squire Patton Boggs attorneys and advisors working on this representation will bill against this retainer at our hourly rates. Billing rates for our attorneys and legislative specialists who will work

May 29, 2014

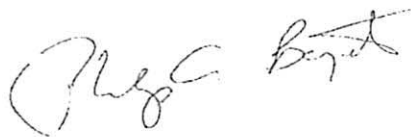
Page 4

on this project range from \$295 per hour to \$700 per hour, which we will discount by at least ten percent for all billers. Thus, in any given month, we would bill the Town of Palm Beach no less than \$5,000, but regardless of the time spent by our team in any given month, will bill the Town no more than \$15,000. Normal out of pocket expenses would be folded into these fees, though we would request the ability to be reimbursed for any out of town travel expenses related to this engagement, with advance approval by you. In sum, this proposed fee structure seems to us to accommodate the varied pace of activities in Washington over the course of a Congressional session, while at the same time providing some level of certainty with respect to your budgetary planning, and our own.

In conclusion, we at Squire Patton Boggs are enthused about the prospect of representing the Town of Palm Beach in this effort. We are confident that we can provide to you the excellence of service for which each of our firms have been recognized in our own right, and the intended client outcome which is at the very heart of our decision to form a new law firm.

If we are in agreement regarding the terms of this engagement, please sign below and return an executed copy of this letter to me. Again, I very much appreciate the consideration of our firm to provide service to the Town of Palm Beach on this matter.

Sincerely yours,



Philip A. Bangert

cc: J.B. Murray

Enclosures

Accepted:



Peter B. Elwell, Town Manager
Town of Palm Beach

**PHILIP A. BANGERT**

Partner

Washington DC

202.457.5247

pbangert@pattonboggs.com

PRACTICE AREAS

Transportation and Infrastructure

Energy

Municipal Representation

EDUCATIONCatholic University of America, J.D.,
1991*The Catholic University Law Review*, 1991St. Mary's College of Maryland, B.A.,
1983**BAR ADMISSIONS**

District of Columbia

Maryland

PHILIP A. BANGERT

EXPERIENCE

Philip Bangert's practice focuses on administrative law, regulatory matters and public policy representation before the executive branch of the U.S. government and Congress.

A substantial portion of Mr. Bangert's practice involves representation in transportation, energy, infrastructure and environmental matters. Mr. Bangert maintains a particular focus on maritime matters, offshore energy activities and water resource needs. He regularly represents public agencies, trade associations and domestic and foreign corporations.

Mr. Bangert counsels clients on various administrative law and regulatory issues related to offshore energy exploration and development, including fossil fuels and offshore renewable energy, and the ancillary offshore service and support industries. He is well-versed in the new and evolving regulations governing offshore energy activities in the wake of the BP/Macondo oil spill, and is active in post-spill legislative proposals related to liability limits, financial responsibility and operational safety measures.

Mr. Bangert's actions on behalf of local governments relate to securing federal and local governmental approval for infrastructure projects, as well as assisting clients in obtaining federal appropriations and agency grants for such projects. He also counsels local governments on a wide range of issues related to the development and operations of public transportation facilities, and advises clients on the impact of global trade with respect to the domestic transportation industry. Mr. Bangert has assisted public clients in the successful approval and completion of major infrastructure projects around the country, including seaports, airports, mass transit, highway and intermodal facilities. He also regularly assists local governments with water infrastructure and flood control projects, in the context of federal approval and funding.

Mr. Bangert applied his transportation background in the immediate aftermath of the September 11 terrorist attacks to assist seaports, airports and other public

sector infrastructure entities, as well as private sector companies interacting with these facilities, in dealing with resulting legislative and regulatory homeland security issues; a focus he continues to maintain. He was also heavily involved on behalf of public sector clients in the aftermaths of the 1989 Loma Prieta earthquake in California and Gulf Coast hurricanes Katrina, Rita, Gustav and Ike.

Mr. Bangert represents clients before federal bodies, including the Bureau of Ocean Energy Management, Enforcement and Regulation (BOEMRE); Customs and Border Protection (CBP), the Transportation Security Administration (TSA) and the Federal Emergency Management Agency (FEMA) within the Department of Homeland Security; the U.S. Army Corps of Engineers; the Environmental Protection Agency (EPA); Department of Commerce; Department of Defense; Department of Interior; Department of State; Department of Transportation; and the Federal Maritime Commission.



MICHAEL J. NARDOTTI, JR.
Partner
Washington DC
202.457.6125
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PRACTICE AREAS

Government Investigations and
Litigation

Homeland Security, Defense, and
Technology Transfer

Compliance Programs and Disclosures

EDUCATION

Fordham University,
J.D., 1976

U.S. Military Academy, West Point,
B.S., 1969

BAR ADMISSIONS

District of Columbia

New York

COURT ADMISSIONS

United States Supreme Court

(Various U.S. Courts of Appeal and
District Courts)

MICHAEL J. NARDOTTI, JR.

EXPERIENCE

Major General Mike Nardotti (U.S. Army, Retired) is the managing partner of the Washington, D.C. Office. He represents clients on a broad range of defense, national security and other significant issues at all levels across the Department of Defense and other federal agencies and on matters of special interest to members of Congress. He previously served as co-chair of the firm's Litigation Department, chair of the firm's Training and Professional Development Committee, and as a member of the firm's Practice Management and Compensation Committees.

General Nardotti has extensive experience in sensitive internal investigations for corporate clients and in planning and executing corrective action and ethics and business conduct compliance strategies. He has represented senior government officials and corporate clients in executive branch and congressional investigations and hearings. He also has assisted clients extensively in developing sound approaches for identifying and pursuing business opportunities in the defense and national security arena.

A decorated combat veteran, General Nardotti served for more than 28 years on active duty as a soldier and lawyer. He was The Judge Advocate General – the senior military lawyer in the Army – from 1993 to 1997, advising military and civilian leaders on sensitive, complex and highly-visible legal and policy issues of importance to the Department of Defense, Congress and the media.

In that position, General Nardotti also served as the leader and senior partner in one of the world's largest law firms, the Army Judge Advocate General's Corps. His team of 4,000 full- and part-time military and civilian attorneys and 5,000 full- and part-time military and civilian support staff provided comprehensive legal support and services to a worldwide community of more than one million Active, Guard, and Reserve commanders and soldiers and over one million family members.

General Nardotti's military awards and decorations include the Distinguished Service Medal, the Silver Star, the Bronze Star, and the Purple Heart. In 2006,

General Nardotti was inducted into the U.S. Army Ranger Hall of Fame, a high honor accorded those specially selected from the nominees of Ranger units and associations representing each era of Ranger history.

Within the community, General Nardotti serves with several charitable and public service organizations, including the Board of Directors and Finance Committee of the USO of Metropolitan Washington-Baltimore, the Board of Directors of the Washington Lawyers Committee for Civil Rights and Urban Affairs, the Board of Directors and Finance Committee of the Vietnam Veterans Memorial Fund, the Board of Governors of the John Carroll Society, the Finance Council for the Archdiocese for the Military Services and the Dean's Planning Council for Fordham University School of Law. General Nardotti also has been a commentator and analyst on military legal issues on national television and radio and in the print media.

REPRESENTATIVE MATTERS

- For a large corporate client, conducted multiple internal investigations involving allegations of government contracts fraud and successfully resolved each without adverse action against the client.
- Advised and represented international and domestic corporate clients in contractor responsibility, suspension and debarment and related proceedings arising from criminal misconduct allegations, resolving each matter favorably to the client through appropriate corrective measures and aggressive ethics compliance plans.
- Advised and represented current and former senior government officials and large corporate clients on a range of issues in highly-sensitive and highly-visible federal and congressional investigations and hearings.
- Counseled and assisted emerging small businesses in the planning and successful execution of sound business development strategies for leveraging opportunities within Department of Defense and the military services.

PROFESSIONAL AFFILIATIONS

- Federal Bar Association
- Association of the United States Army
- The Atlantic Council (Senior Counselor)

HONORS AND AWARDS

- Distinguished Service Medal
- Silver Star
- Bronze Star
- Purple Heart
- U.S. Army Ranger Hall of Fame

PUBLICATIONS, SPEECHES, PRESENTATIONS

- Panel Member, University of Pennsylvania Law School Federalist Society Panel Discussion on Legal Issues Affecting the War on Terror (November 2008)
- Presentation, "Military Commissions – The Latest Issues," 18th Annual U.S. Pacific Command International Military Operations and Law Conference, Singapore (March 2005)
- Member, Defense Task Force on Sexual Harassment and Violence at the Military Service Academies, appointed to the congressionally-mandated task force by Secretary of Defense Donald H. Rumsfeld (September 2004 – June 2005)
- Presentation, "Liberty and Security? Challenges in a New World Situation," 3rd Annual Lecture for the Arlin M. Adams Center for Law and Society, Susquehanna University (March 2004)
- Interview, "Military Tribunals: Secrecy for Security?" (November 18, 2003)
- Committee member, Panel to Review Sexual Misconduct Allegations at the U.S. Air Force Academy, appointed to the congressionally-mandated panel by Secretary of Defense Donald H. Rumsfeld (September 2003)
- Co-author with Jay L. Eizenstat, "Vulnerable US Seeks Israeli Technology," High Tech Investor (December-January 2002)
- Author, "Military Commissions," The Army Lawyer (March 2002)
- Presentation, "The Twenty-Fifth Annual Kenneth J. Hodson Lecture: General Ken Hodson—A Thoroughly Remarkable Man," Military Law Review (Winter 1996)
- Contributing author, "Legal and Social Protection for Soviet Servicemen: A Reality or Mere Declaration?," Chapter in Beyond Glasnost—Soviet Reform and Security Issues, Greenwood Press (1992)

PAMELA WELSH
Public Policy Advisor
Washington DC
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pwelsh@pattonboggs.com

PRACTICE AREAS

Public Policy and Lobbying
Municipal Representation
Appropriations

EDUCATION

Eastern Michigan University,
B.S., 1992

PAMELA WELSH

EXPERIENCE

Pamela Welsh assists clients with the research, development and implementation of legislative strategy in a variety of policy areas. Her advocacy efforts are targeted primarily municipal governments, universities and not-for-profit entities.

Ms. Welsh works closely with Congressional staff and executive agencies on behalf of her clients to advance their federal legislative agendas. She has experience in a wide range of policy areas including homeland security, transportation, housing, education, social services, postal reform, environment and water resources. Ms. Welsh focuses on securing federal funding for her clients through Congressional appropriations and authorizations as well as executive agency discretionary and competitive programs.



JARED FLEISHER

Associate

Washington DC

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jfleisher@pattonboggs.com

PRACTICE AREAS

Public Policy and Lobbying

Appropriations

Transportation and Infrastructure

EDUCATION

Harvard University, J.D

Harvard University, B.A., *magna cum laude*, Phi Beta Kappa

COURT ADMISSIONS

District of Columbia

Massachusetts

JARED FLEISHER

EXPERIENCE

Jared Fleisher assists municipal governments, regional transportation authorities, and non-profit organizations in achieving their goals before the federal government. Mr. Fleisher also advises clients on a range of other public policy matters, including health care policy.

Mr. Fleisher brings to Patton Boggs an academic background at the intersection of law and public policy. While in law school, Mr. Fleisher was appointed as a Teaching Fellow in Harvard University's Department of Government where he taught on the American presidency and executive branch, Congressional politics, American foreign policy, and international security affairs. He is a three-time recipient of Harvard University's Certificate for Distinction in Teaching.

Prior to joining Patton Boggs, Mr. Fleisher's experience in Washington, D.C. included work with a well-known think tank and, more recently, an internship with the House Committee on Government Reform under Representative Henry A. Waxman (D-CA).

PUBLICATIONS, SPEECHES, PRESENTATIONS

- Co-author, "System-Based Practice of Physical Medicine and Rehabilitation." In *DeLisa's Physical Medicine & Rehabilitation Principles and Practice* (pp.485-500), 5th Ed., Volume 1 (2010)
- Fleisher, Jared M. "ERCOT's Jurisdictional Status: A Legal History and Contemporary Appraisal." *Texas Journal of Oil, Gas, and Energy Law* 1, 4-20 (2008).

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Consent - Other

Agenda Title

Authorization for Continued Town Participation in the Palm Beach County Urban County Program for FY2015-FY2017.

Presenter

Peter B. Elwell, Town Manager

Supporting Documents

- [Memorandum dated June 5, 2014, from Peter B. Elwell, Town Manager](#)
- [Letter dated May 27, 2014, from Edward W Lowery, Director, Palm Beach County Department of Economic Sustainability](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 10, 2014

To: Mayor and Town Council

From: Peter B. Elwell, Town Manager

Re: Town Participation in the Palm Beach County Urban County Program for FY2015 - 2017

Date: June 5, 2014

STAFF RECOMMENDATION

Staff recommends that the Town Council authorize the Mayor or Town Manager to execute an Interlocal Cooperation Agreement between the Town and Palm Beach County, allowing the County to use the Town's population to assist them in securing CDBG (Community Development Block Grant), ESG (Emergency Shelter Grant), and HOME (Home Investment Partnerships) grant money.

GENERAL INFORMATION

Palm Beach County seeks to enter into cooperative agreements with all of the municipalities in the County as part of their housing efforts to access funds under the CDBG, ESG, and HOME programs. The Town itself is not eligible for most of the money from the grant programs. However, by participating with the County in this program, the Town helps strengthen the County's position in accessing these housing funds, for use in other areas of the County. As a goodwill gesture of intergovernmental cooperation, the Town has participated in this program for many years.

FUNDING/FISCAL IMPACT

There will be no Town funding required as part of the Interlocal Cooperation Agreement.

COMPREHENSIVE PLAN

The Town's Comprehensive Plan states that the Town "shall coordinate with Palm Beach County on affordable housing issues through written and verbal contracts on an as needed basis."

TOWN ATTORNEY REVIEW

The Town Attorney has not reviewed the Interlocal Cooperation Agreement for legal form and sufficiency. Town Council approval is recommended contingent upon such review and approval.

PBE:

cc: Edward W. Lowery, Director, PBC Housing & Community Development
John S. Page, Director of Planning, Zoning, and Building
John Lindgren, AICP, Planning Administrator



**Department of
Economic Sustainability**

Strategic Planning & Operations

100 Australian Avenue, Suite 500
West Palm Beach, FL 33406
(561) 233-3600
www.pbcgov.com/des



**Palm Beach County
Board of County
Commissioners**

Priscilla A. Taylor, Mayor
Paulette Burdick, Vice Mayor
Hal R. Valeche
Shelley Vana
Steven L. Abrams
Mary Lou Berger
Jess R. Santamaria

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

TOWN OF PALM BEACH
MAY 29 2014
Town Manager's Office

May 27, 2014

Mr. Peter Ellwell, Town Manager
Town of Palm Beach
360 S. County Road
Palm Beach, Florida 33408

Re: Participation in the Urban County Program for FY 2015-2017

Dear Mr. Ellwell:

The current cooperation agreement between the Town of Palm Beach and Palm Beach County through which the Town of Palm Beach participates in the Palm Beach County Urban County Jurisdiction is expiring. The Town of Palm Beach is therefore invited to execute a new agreement to participate in the Palm Beach County Urban County Program for FYs 2015, 2016 and 2017 and which will automatically renew every three years upon the Town's concurrence. The agreement will enable your municipality and its residents to continue to access funds under the Community Development Block Grant (CDBG), Home Investment Partnerships (HOME) Program, and Emergency Solutions Grant (ESG) Programs as a part of the Palm Beach County Entitlement Jurisdiction. In addition, by participating with the County, your municipality will be eligible to receive economic stimulus or disaster recovery funding which is distributed to the County by the U.S. Department of Housing and Urban Development (HUD).

The Department of Economic Sustainability (DES) will provide to you the unsigned agreement within 10 days of the date of this letter. HUD has established a very short deadline to receive the executed agreement, therefore, DES is requesting that the agreements be placed on the agenda of your earliest Town Commission meeting. DES will be in touch with you to ascertain the name of a Town staff contact and provide them any required assistance. We will also be available to attend your Town Commission's meeting to give a presentation and answer questions.

Be advised that participation in the County's Program will preclude your application for State CDBG funds, but you may still apply for State HOME and ESG funds if the state allows. If you choose not to renew this agreement, by June 20, 2014, you must notify DES and HUD in writing of your decision not to participate in the County's Urban Entitlement Jurisdiction. Please



address such notification to DES's address listed above and to HUD as follows:

Ann D. Chavis, CPD Director
U.S. Department of Housing & Urban Development
Florida State Office, Brickell Plaza Federal Building
909 Southeast First Avenue, Room 500
Miami, FL 33131

If you have any questions, please contact Carlos Serrano, Director, Strategic Planning and Operations at 561-233-3608 or Clement Clarke, Principal Planner at 561-233-3622.

Sincerely,

A handwritten signature in blue ink, which appears to read "Edward W. Lowery, Jr.", is written over the printed name and title.

Edward W. Lowery, J.D., Director
Department of Economic Sustainability

cc: Susn A. Owens, MPA,MMC, Clerk, Town of Palm Beach
Sherry Howard, Deputy Director, DES
Betsy Barr, Director of Contracts and Quality Control, DES
Carlos Serrano, Director, Strategic Planning, DES
Clement C. Clarke, Principal Planner, DES

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Consent - Other

Agenda Title

Authorization to Reject All Bid Submittals for Bid No. 2014-16,
Maintenance of the Peruvian Avenue 400 Block Streetscape Project
Improvements.

Presenter

Thomas G. Bradford, Deputy Town Manager

Supporting Documents

- [Memorandum dated June 3, 2014, from Thomas G. Bradford, Deputy Town Manager](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 10, 2014

TO: Mayor and Town Council

VIA: Peter B. Elwell, Town Manager

FROM: Thomas G. Bradford, Deputy Town Manager

RE: Authorization to Reject All Bid Submittals for Bid No. 2014-16, for Maintenance of the Peruvian Avenue 400 Block Streetscape Project Improvements

DATE: June 3, 2014

STAFF RECOMMENDATION

Staff recommends that Town Council reject the one bid received for Bid No. 2014-16 for the maintenance of the Peruvian Avenue 400 Block Streetscape Project Improvements and authorize staff to re-bid the proposed work with a modified scope of work.

GENERAL INFORMATION

The Peruvian Avenue 400 Block Streetscape Project was completed in January as scheduled. Although all improvements are under warranty for one year maintenance activities are required for the new landscaping and hardscape. In light of the fact that the level of maintenance here does not rise to the level needed on a commercial street such as Worth Avenue and that the response to the bid notice was poor, staff has concluded that we need to revisit the entire process and start fresh. Staff recommends that we reject the one bid we received in order to modify the scope of work needed for this streetscape maintenance program and re-bid the work once the scope amendments have been completed. In order to continue with an interim maintenance program, staff will issue a change order to a vendor currently under contract with the Town in order to provide maintenance at this location through September 30, 2014. The cost of this change order will fall well within the expenditure authority of the Town Manager.

FUNDING/FISCAL IMPACT

There is no cost associated with rejecting these bids, with the exception of additional staff time to revisit scope of work and rebid the modified schedule of work. All out of pocket costs expended by the Town will be recouped in the special non-ad valorem assessment process associated with this streetscape improvement project.

PURCHASING REVIEW

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

CC: Jane Struder, Finance Director
H. Paul Brazil, Director of Public Works
Eric B. Brown, P.E., Assistant Director of Public Works
Brett Madison, Facilities Maintenance Manager
Lynda Cummings, Purchasing Agent
Adis Pedraza, Assistant Purchasing Manager

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Consent - Other

Agenda Title

Approval of Landmarks Preservation Commission Attendance Exception for Nikita Zukov.

Presenter

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

Supporting Documents

- [Memorandum dated May 30, 2014, from John S. Page, Director of Planning, Zoning and Building](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 10, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Nikita Zukov
Landmarks Preservation Commission Attendance Exception

Date: May 29, 2014

STAFF RECOMMENDATION

Staff recommends that the Town Council make a one-time exception to the Code-required Commission attendance requirements for newly appointed Landmarks Preservation Commissioner Nikita Zukov.

GENERAL INFORMATION

Mr. Zukov was a member of the Architectural Commission until May this year when he was newly-appointed to the Landmarks Preservation Commission. Mr. Zukov travels extensively, and had finalized his annual travel calendar earlier in the year to avoid any conflict with scheduled ARCOM meetings. His new assignment to the Landmarks Preservation Commission, however, now presents several anticipated attendance conflicts. Local Code allows no more than two unexcused absences each calendar year. Three unexcused absences results in automatic removal from the Commission.

Mr. Zukov was unable to attend the Landmarks meeting of May 21 due to out-of-country travel planned well before his new Commission appointment. Looking forward, he anticipates missing the July 21 and the November 19 meetings (unless he is successful in rescheduling pre-paid travel plans without paying a substantial fee).

Staff recognizes the hardship caused by this unanticipated scheduling situation, and recommends that the Council concur with classifying absences of May 21, July 21 and November 19 of this year as "excused."

cc: Nikita Zukov

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Board/Commission Annual Report

Agenda Title

Retirement Board of Trustees.

Presenter

Raymond W. Snow, Retirement Board Chair

Supporting Documents

- [Town of Palm Beach Retirement System Board of Trustees Annual Report](#)

THE ANNUAL TOWN OF PALM BEACH RETIREMENT
SYSTEM BOARD OF TRUSTEES REPORT TO
MAYOR AND TOWN COUNCIL

REPORT BY:

CHAIRMAN RAYMOND W. SNOW

JUNE 10, 2014

I begin this presentation by making appropriate acknowledgements. The Board is served well by the five Town residents who individually and collectively represent a high level of financial and investment knowledge and experience. The three elected General, Police, and Firefighter trustees complement other resident trustees with unique understanding of the operation and experiences of the groups from which they represent.

The retirement system is served well by Administrator William Hanes Consulting, Inc., who is responsible for the day to day work of the plan, including counseling of members, executing DROP and retirement applications, scheduling meetings, coordinating correspondence and reports between service providers and trustees, and numerous other matters regarding the operations and administration of retirement benefits. His office works closely with the investment consultant and custodian before the execution of millions of dollars of transactions, especially during this transitional phase of creating the newly adopted retirement system investment portfolio.

Town Director of Finance Jane Struder and her staff are responsible for the retiree and beneficiary monthly payroll. She prepares the quarterly financial statements from which she reports to the board, and performs all accounting transactions for the system. She also coordinates the unaudited quarterly financial information with the auditor. Ms. Struder prepares the Annual Retirement System report that has been included as part of the backup material.

Human Resource Director Danielle Olson and her staff are responsible for the enrollment and education of the active employees with regard to the new 401(a) defined contribution plan administered by ICMA, and has recently provided one on one educational initiatives as reported in excerpts from your backup material. She works very closely with ICMA in efforts to educate and train Town employees so that the opportunities for attainment of individual and family retirement goals can come to fruition over an employees career in service at Palm Beach.

Finally, I want to acknowledge Town Manager Peter Elwell who has served professionally in service acting in a dual role of trustee and

chief administrator of the Town. Mr. Elwell works closely with the board and retirement administrator to coordinate and implement with the public employees the actions and policies adopted by the board of trustees.

This is my second year presenting to the Mayor and Town Council regarding the activities of the newly created consolidated board and retirement plan that was initiated on April 1, 2012. The board has completed the consolidation of the defined benefit retirement fund accounts into one, and has adopted an asset allocation model that has mostly been implemented as of this date. The board met at four (4) regular quarterly meetings and five (5) special called meetings over the last fiscal year spending significant time reviewing and discussing matters of investments, including the appropriate asset classes and various strategies employed by managers. The special meetings were primarily called for the purpose of manager interviews and to adopt board decisions on manager hiring and strategies the trustees determine best satisfy the performance expectations for the asset classes. My colleagues and I have spent many hours in and out of meetings reviewing volumes of retirement system correspondence and reports in preparation for the scheduled meetings. I note that my colleagues and I understand that attendance at the retirement board meetings is important to Town Council, and I believe we have manifested a commitment to attendance in service to the retirement board evidenced in the fact that only one unexcused absence has been noted since the inception of the new board.

The backup material has been organized in order to provide you important matters and experiences of the system that impact the Town, its residents, employees, as well as current and future Town budgets. There is a plethora of important matters of administration of the new hybrid plan discussed at each meeting of the board. In consideration of time, this report focuses on selected economic, demographic, and educational matters of the retirement system.

The retirement board reviewed and approved the last Town of Palm Beach Retirement System Annual Report, which is included with the backup material. A few matters of statistical importance from that document are worthy of highlight. The Town's total financial commitment to its public employees is generous, and the average

Town contribution is almost 40% of active employee payroll (39.53%). This includes 44.3% for Police Officers and almost 50% (49.92) for Firefighters. An important demographic for year 2013, and one in which the trustees continue to watch, is represented in the chart indicating a ratio of 257 active employees to 387 retirants and beneficiaries. This ratio is important in that the Town pays contributions based on an actuarially determined percentage of gross active employee retirement payroll. The retirants and beneficiaries represent real time liabilities, collecting monthly payments transferred from the retirement trust. The trustees and investment consultant must closely monitor this trend since sufficient cash flow is necessary to pay benefits and expenses, and must be considered in the asset allocation model and investment strategies selected. A concerning trend is depicted in another chart that indicates a better than 3-1 ratio of active vs. retiree payroll in the year 2000 contrasted with a 1-1 ratio today. This should be underscored by the fact that there are more and higher paid retirement income offset by fewer retirement and beneficiary deaths representing older and less paid retirement income.

The new board has been very busy in its early period of existence prioritizing time and attention toward the numerous transitional issues regarding consolidating existing legacy trust accounts and transferring system assets to target the newly established asset allocation model. More recently, the board has dedicated more of the board time reviewing reports and recommendations by Town staff, the investment consultant, and defined contribution plan administrator. The board has directed its efforts to determine a lineup of superior investment funds from which employees can choose, and to monitor important educational programs designed for public employees to follow and attain established retirement goals. Human Resource Director Danielle Olson recently described to the board the implementation of a very successful large scale mandatory one-on-one educational counseling sessions that ran from October 2013 to January, 2014. Town Manager Peter Elwell, Director Danielle Olson and staff managed the sessions, and an ICMA representative addressed the individual retirement goals of the employees. The backup material excerpts includes Ms. Olson's memo and other information provided the board illustrating the educational initiatives,

increase in the various plan participation, and survey results indicating most employees found the sessions helpful.

The market investment performance for the composite new and legacy defined benefit plans has been excellent, as represented in the Segal Rogerscasey excerpts. The investment return performance for the fiscal year ending September 30, 2013 was 13.6%. This was achieved while the system was undergoing significant transition to the portfolio in order to accommodate placement of the assets to an asset model adopted by the board. The board has been in the process of hiring and terminating managers, funding and liquidating assets with new asset managers, and increasing and decreasing between managers asset sizes under management in order to satisfy allocation targets while continuing to satisfy the cash flow requirements of paying benefits and plan expenses.

The annual actuarial report is perhaps the most important publication and guide for predicting future payment of member benefits. The actuarial analysis projects important economic and demographic data that is utilized by the Town in hope of accurately allocating retirement expenses for future budgets. Among the actuarial report excerpts, the three plans (General, Police Officers, Firefighters) reports funding levels of 80.4%, 73.5%, and 68.1% respectfully. Additionally, the actuary has separately provided a 10-year forward projection of Town contributions for each of these plans.

The 2013 actuarial composite investment return for the groups is based on a 5-year average of the current and past four year smoothing of market asset returns (actuarial return rate). The board chose to reduce the actuarial assumption rate to 7.5% from 8.0% as recommended by the investment consultant and actuary. I note anecdotally as pointed out earlier in this presentation that the **market** investment return experience for the plan over fiscal year 2013 was 13.6%, well above this actuarial assumption, and represents significant positive unrecognized market investment experiences that will be actuarially recognized in following years. The actuary notes that above normal retirement (and DROP) created a demographic experience loss, while lower than assumed increase in salaries created a modest positive experience.

It is impossible to capture from this short presentation the numerous matters the retirement board has considered over its short existence. The system is new, and this board continues to work hard to be educated and to act as good stewards on the matters of administration of the retirement benefits.

Please feel free to make inquiry with Mr. Hanes or myself regarding any matters of the retirement system from which you have questions.

2013

Town of Palm Beach Retirement System Annual Report

Plan Profile, Demographic and Financial Highlights

Jane Struder, CPA
Finance Director



February 20, 2014

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 fiscal year end September 30, 2013. The demographic information presented for the defined contribution plans with ICMA covers the period January 1, 2013 through December 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
 Nicholas Caristo, Police Employee Representative
 Peter B. Elwell, Town Manager
 Robert Garvy
 Brett Madison, General Employee Representative
 Wilbur L. Ross

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 December 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 Counsel (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 lmarino@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 Global Services 1200 Crown Colony Drive Quincy, MA 02169		Anthony Teberio (617)985-8129 ajteberio@statestreet.com
Independent Auditors		Contact
Marcum One SE Third Avenue 16 th Floor Miami, FL 33131		Michael Futterman, CPA Partner (305)995-9610 Michael.futterman@marcumllp.com
401(a) and Deferred Compensation	Contact	Contact
ICMA-RC Service, LLC 2655 LeJeune Road, Suite 545 Coral Gables, FL 33134	Fernando C. de Aguero (305)569-0728 fdeaguero@icmarc.org	Steven Feigelis (202)701-5969 or (561)963-1681 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 December 31, 2013

Domestic Equity

CRM Mid Cap Value Fund
Geneva Mid Cap Equity Growth Index Fund
SSgA S&P 500 Index Fund
T Rowe Price New Era Fund
Thompson Siegel & Walmsley

International Equity

Acadian Emerging Markets Equity Portfolio
Artisan International Growth Fund
Harris International Value Equity Fund
Pyramis Select International Pool
Wells Capital Berkeley Street Emerging Markets Equity

Private Equity

Landmark Equity Partners
Private Equity Investment Fund
HarbourVest Private Equity

Hedge Fund of Funds

Forester Offshore Fund
Mesirow Absolute Return Fund Ltd.
Weatherlow Offshore Fund I Ltd.
Meridian Partners
Wellington Diversified Inflation Hedge

Fixed Income

Goldman Sachs Core Plus Fixed Income
Richmond Capital Fixed Income
Neuberger Berman High Yield Bond
Vanguard TIPS Fund

Commodities

TAP Fund LTD

Real Estate

Gerding Edlen Green Cities II
WCP Fund IV

Summary of Plan Provisions

Grandfathered Benefits: The benefits consist of the old defined benefit plan (Plan A - see below) including future accruals in Plan A for 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 for life. Also see Automatic Death Benefit.

Average Final Compensation:**Plan A**

Average of the highest 2 consecutive years within the member's last 5 years of credited service.

Plan B

Average annual compensation after April 30, 2012, until April 30, 2017. Thereafter, average of the final 5 years of credited service.

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. Participation must be terminated within the shorter of 5 years participation or 120 months from normal retirement date.

Pension Amount

General and Ocean Rescue: 100% of member's accrued benefit at the date of election to participate in DROP. Grandfathered General and Ocean Rescue employees: 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 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 Plan A frozen benefit, or Plan B 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: Payment of sixty percent of the monthly average final compensation (greater of Plan A or B); or if the member retires prior to attaining the age for normal retirement, the amount of the monthly pension shall be computed as if the member has continued to accrue credited service until the date the member would have attained the age for normal retirement provided that the member has been in receipt of the disability benefit for at least five years.

Police Officers and Firefighters: Payment of sixty percent of the monthly average final compensation (greater of Plan A or B); or if the member retires prior to attaining the age for normal retirement, the amount of the monthly pension shall be computed as if the member has continued to accrue credited service until the date the member would have attained the age for normal retirement provided that the member has been in receipt of the disability benefit for at least five years.

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 a payment of 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 Retirement System Statement of Fiduciary Net Position September 30, 2013

	<u>2013</u>
ASSETS	
Cash and cash equivalents	\$ 2,872,623
Interest and dividends receivable	51,670
Due from broker for securities sold	33,668
Prepaid expenses and other assets	83,245
Investments, at fair value	
U.S. Government securities	940,376
Corporate bonds and notes	1,666,071
Municipal obligations	18,956
Mortgage backed securities	1,356,016
Common stock	12,641,352
Domestic equity funds	40,971,006
International equity funds	53,902,804
Domestic fixed income funds	48,089,020
Real estate funds	2,534,792
Alternative investments	34,583,535
Private equity funds	3,367,951
Total Investments	<u>200,071,879</u>
Total Assets	<u>203,113,085</u>
LIABILITIES	
Accounts payable	127,335
Accrued liabilities	129,360
Due to broker for securities purchased	2,197,035
Deferred retirement option plan payable	29,271
Prepaid town contributions	2,169,320
Total Liabilities	<u>4,652,321</u>
NET POSITION HELD IN TRUST FOR PENSION BENEFITS	<u>\$ 198,460,764</u>

Town of Palm Beach Retirement System
Statement of Changes in Fiduciary Net Position
Year ended September 30, 2013

	<u>2013</u>
ADDITIONS	
Contributions	
Employer	\$ 4,042,444
Employee	<u>678,474</u>
Total contributions	<u>4,720,918</u>
Investment income (loss)	
Net appreciation in fair value of investments	22,994,796
Interest and dividends	1,282,420
Other	<u>193,158</u>
Total investment income	<u>24,470,374</u>
Less investment expense	<u>(638,614)</u>
Total additions	<u>28,552,678</u>
DEDUCTIONS	
Benefit payments	15,076,584
Share account distributions and expenses	1,764,969
Refunds of participants' contributions	119,240
Administrative expense	<u>417,651</u>
Total deductions	<u>17,378,444</u>
Net increase(decrease)	11,174,234
Net position held in trust for pension - beginning of year	<u>187,286,530</u>
NET POSITION HELD IN TRUST FOR PENSION END OF YEAR	<u>\$ 198,460,764</u>

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 FY14 budget year (presented as a percentage of the employees' annual compensation) vary by benefit group, and are shown below (along with the Town's matching contribution rates for the 401(a) plan):

	Defined Benefit Plan	401(a) Defined Contribution Plan				
Benefit Group	Employee Contribution	Mandatory Contribution		Voluntary Contribution		Discretionary Contribution
		Employee	Employer *	Employee	Employer *	Employer
Firefighter Union	4.82%	2%	2%	Voluntary up to the maximum allowable under IRS regulations	2% Match	None
Firefighter Non-Union	2.47%	4%	4%		No Match	Up to 4% Determined by Town Council during annual budget process upon recommendation of the Town Manager
Police Officer	2.47%	4%	4%		No Match	
General Employees	2.47%	4%	4%		No Match	
Lifeguard Employees	2.47%	4%	4%		No Match	

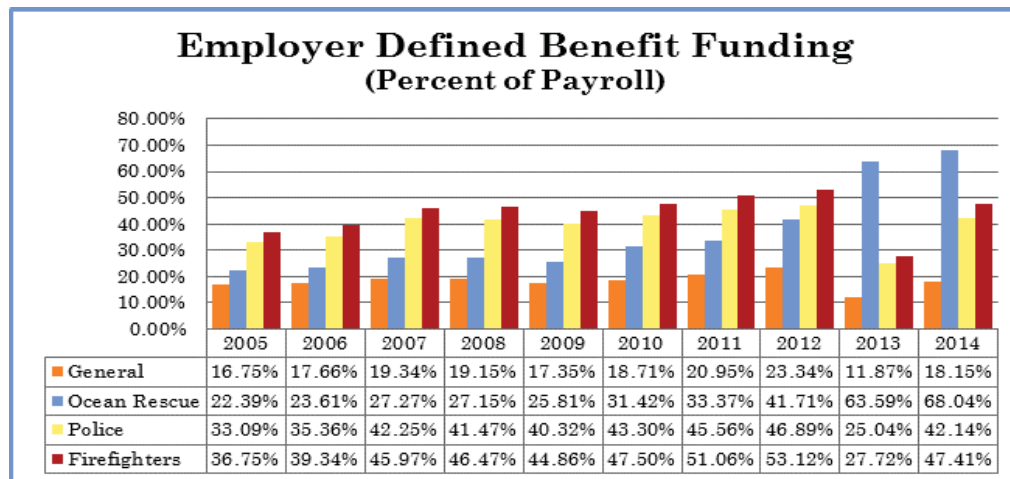
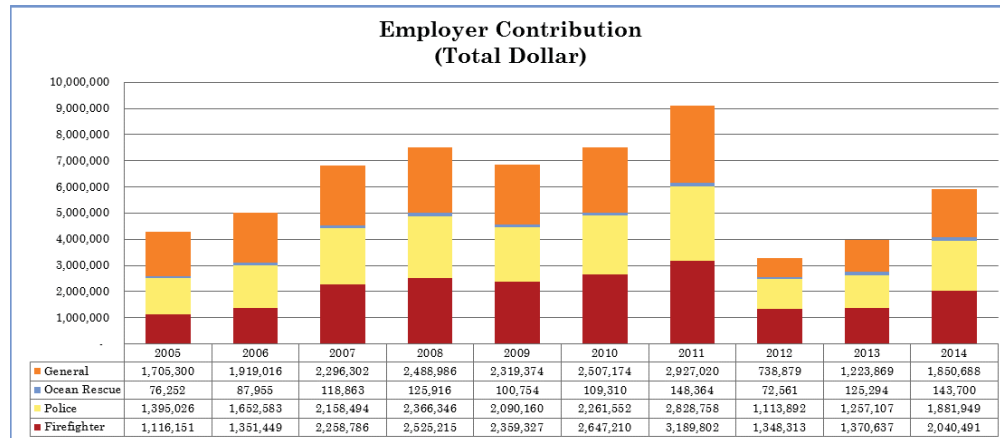
*Total employer contribution will not be less than \$1,000 per fiscal year per enrolled member.

For FY14, the Town Council approved a discretionary contribution to the DC plan of 4%.

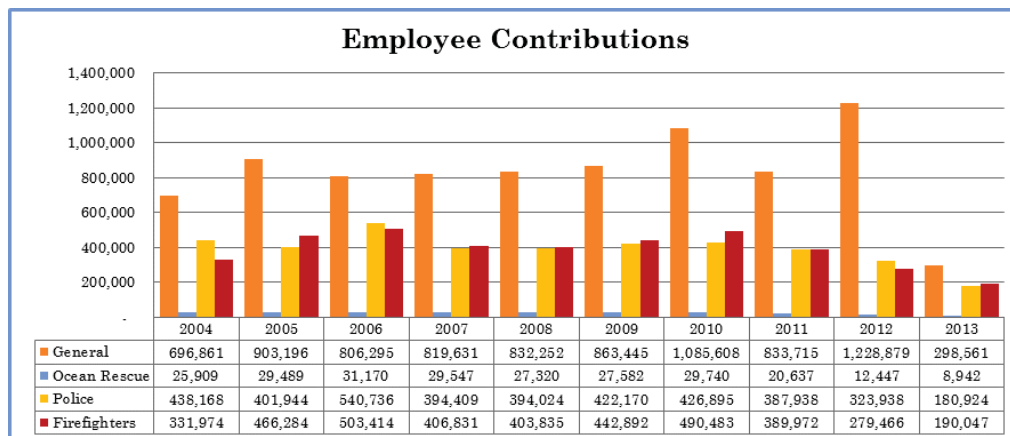
The Town's annual appropriation for the defined benefit pension plan is based upon the actuaries' determined rate. The defined contribution appropriation is based upon salary estimates and employer matching contribution rates including the discretionary contribution. The Town's contributions for the defined benefit and the defined contribution plans and the percent of budgeted payroll for the defined benefit plan and total Town contribution for FY14 are as follows:

	DB Contribution	DC Contribution	Total Town Contribution	% of Payroll (DB Plan)	% of Payroll (overall)
General Employees	\$1,850,688	\$759,611	\$2,610,299	19.11%	26.96%
Lifeguards	143,700	11,180	154,880	71.64%	77.22%
Police	1,881,949	310,024	2,191,973	44.37%	51.68%
Fire-Rescue	2,040,491	201,867	2,242,358	49.92%	54.86%
Total	\$5,916,828	\$1,282,682	\$7,199,510	32.49%	39.53%

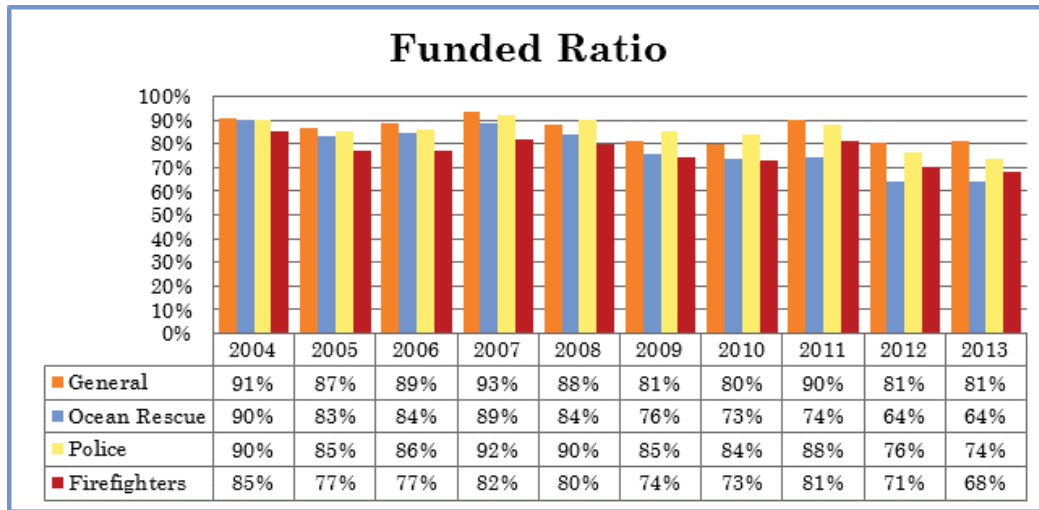
The employer funding history in total dollar contribution and as a percent of payroll for the past 10 years through FY14 budget is as follows:



Employee Contribution history for the past 10 years through FY13 actual is as follows:

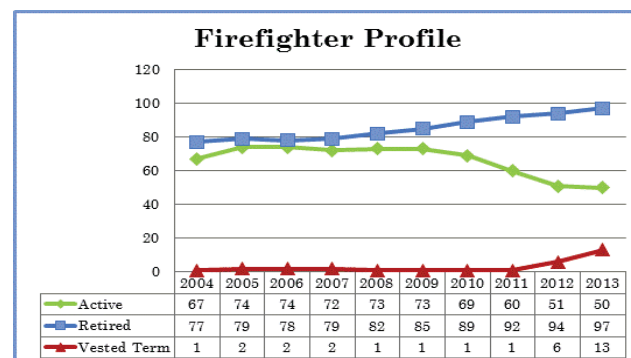
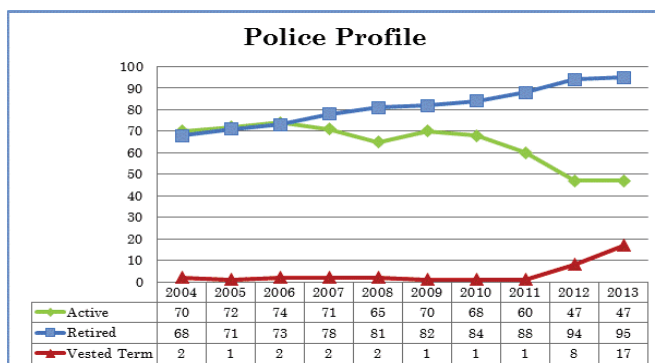
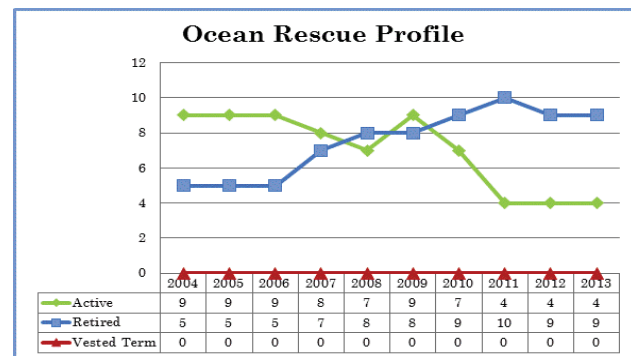
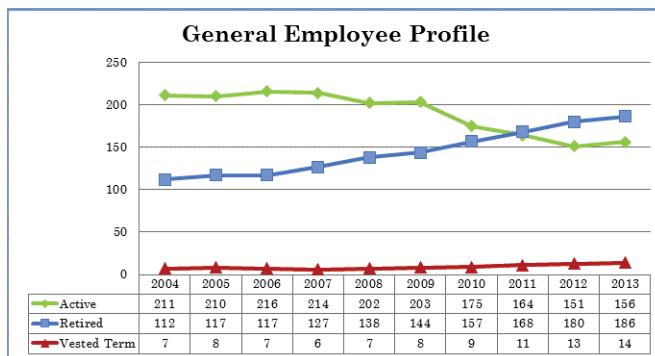
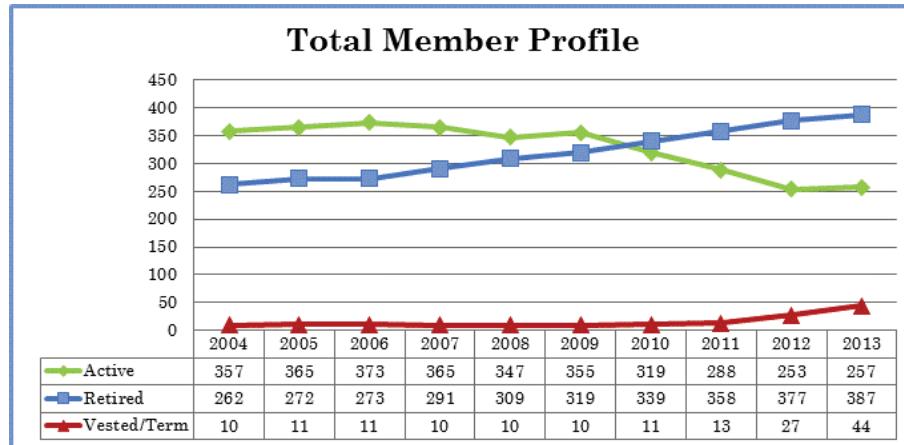


The ten year historical funded ratio through 2013 for the four member groups is as follows:

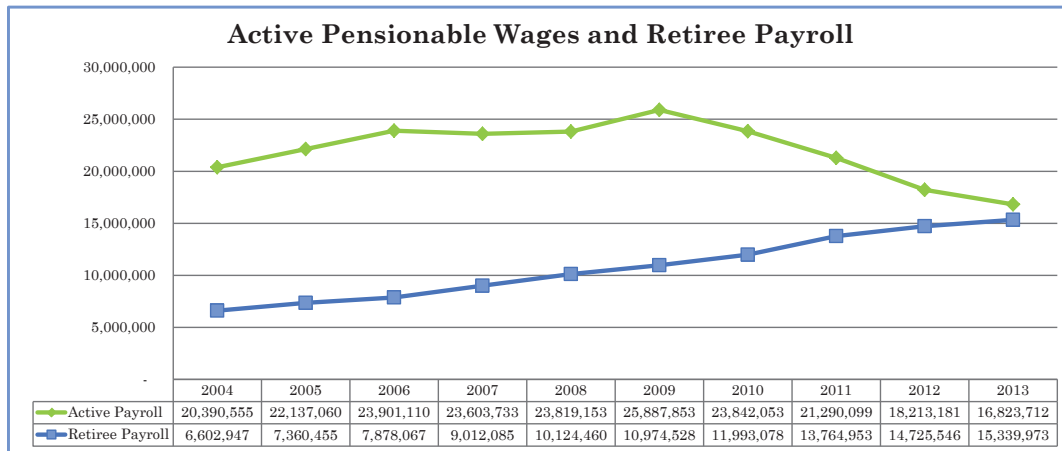


Demographic Information

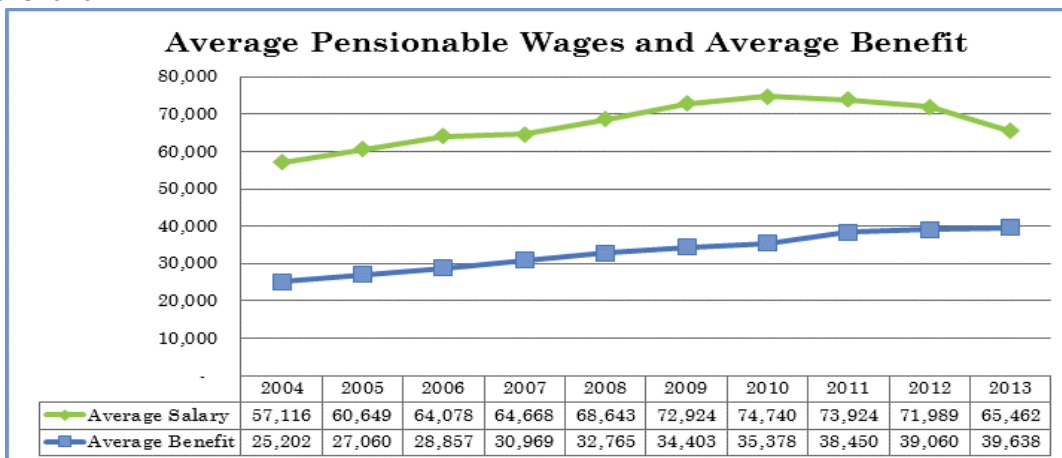
The following charts depict the System membership (Active, Retired and Vested Terminated Members) for the past 10 years. The first chart shows the total membership for all three funds. It is followed by charts depicting the membership for each separate benefit group. Information extracted from the September 30, 2013 Actuarial Report.



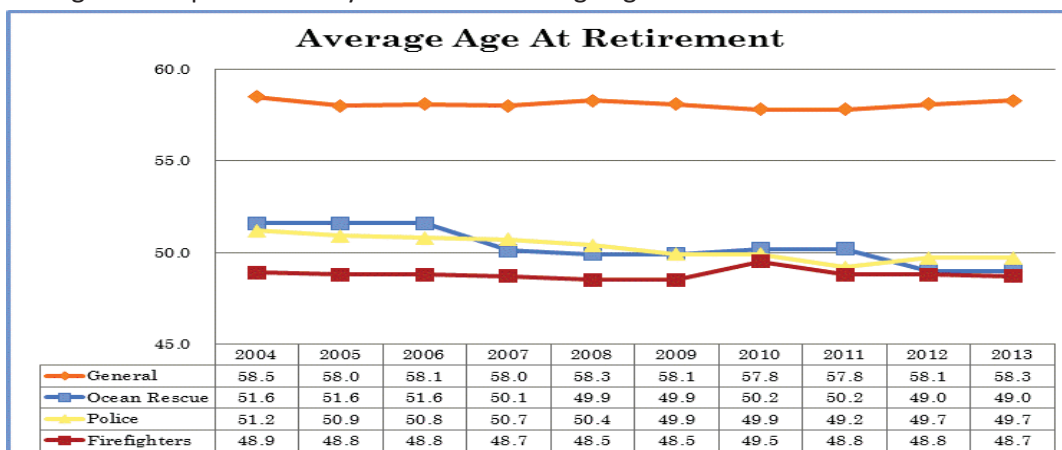
The following chart depicts the ten year trend for total active employee salary and total retiree pension payroll information.

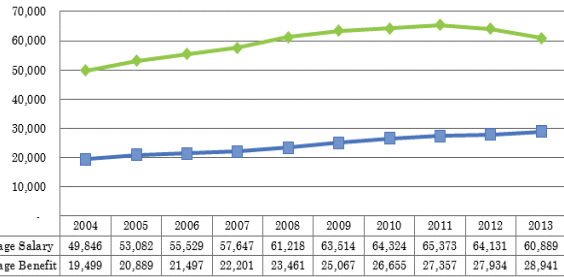
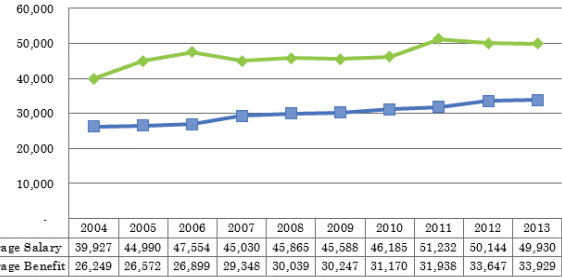


The following chart depicts the ten year trend for average active salary and average pension benefit for the entire fund.

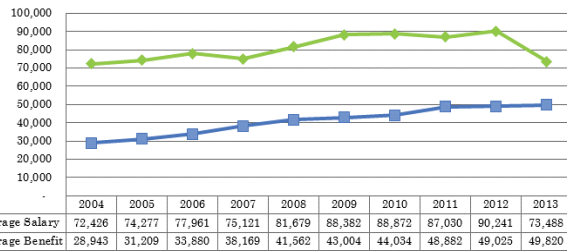
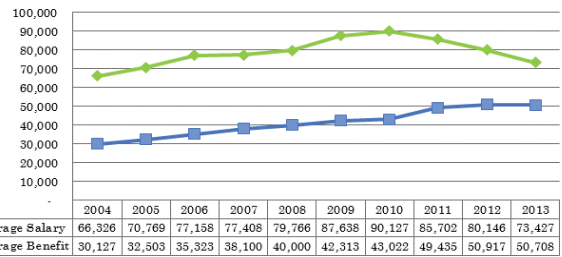


The following chart depicts the ten year trend of average age at retirement.

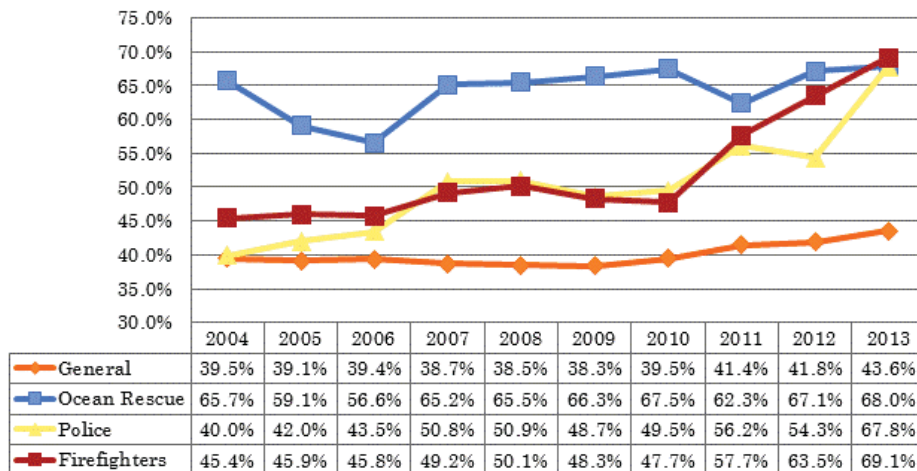


General Average Pensionable Wages and Average Benefit**Ocean Rescue Average Pensionable Wages and Average Benefit**

The following charts depict the average salary and average benefit for each of the member groups.

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.

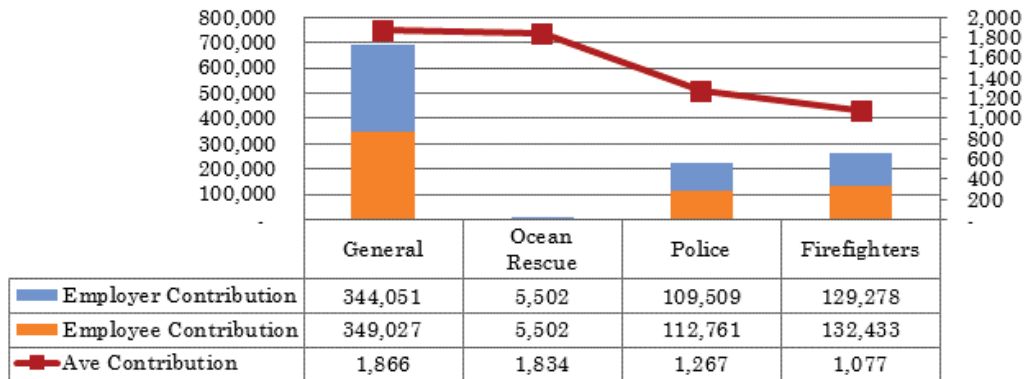
Benefits as a % of Pensionable Wages

Demographic Information for the 401(a) Defined Contribution Plan

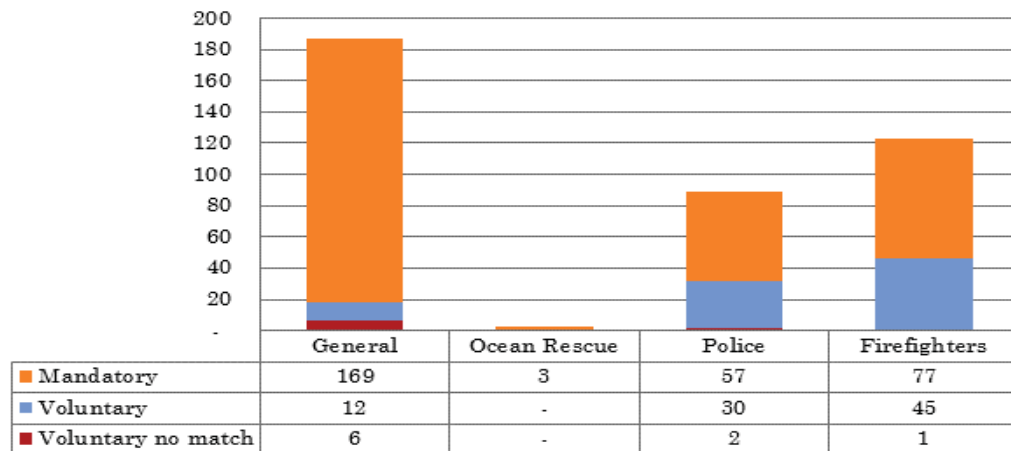
Plan Snapshot as of December 31, 2013 Provided by ICMA-RC

Total Assets	\$2,440,525
Total Participants with a Balance	283
Total Contributing Participants	248
Average Account Balance	\$8,624

Total DC Contributions Employee and Employer January 1, 2013 - December 31, 2013



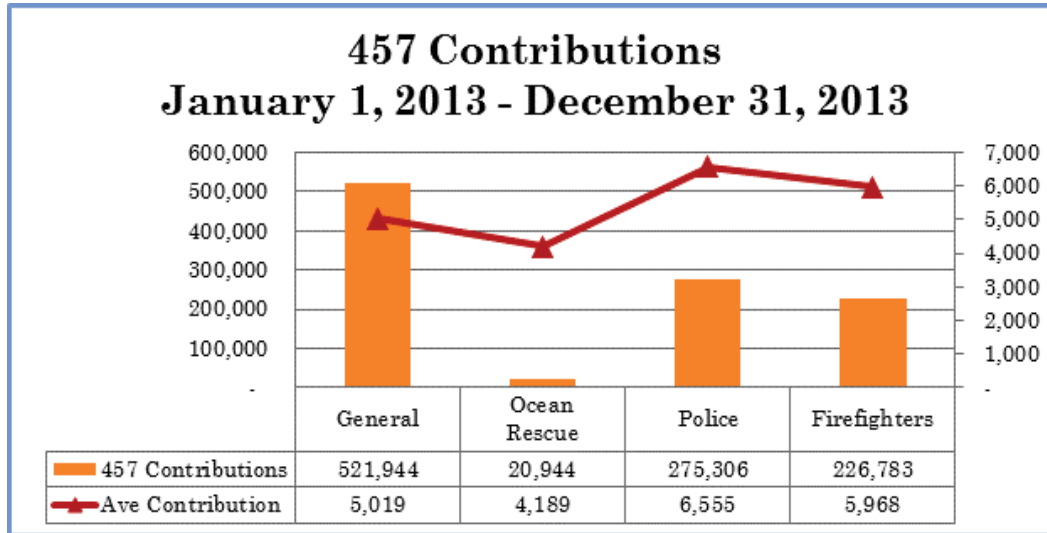
DC Participation



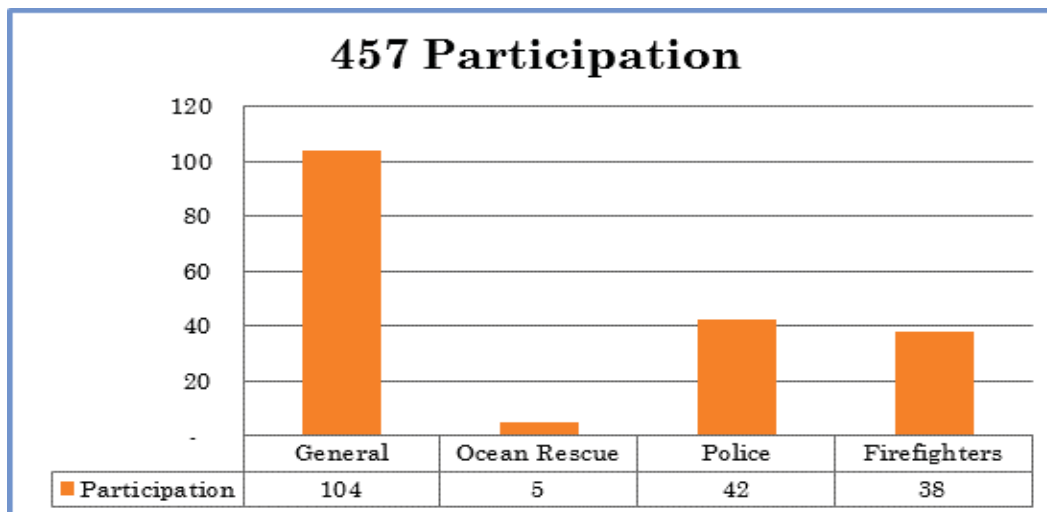
Demographic Information for the 457 Deferred Compensation Plan

Plan Snapshot as of December 31, 2013 Provided by ICMA-RC

Total Assets	\$21,884,160
Total Participants with a Balance	301
Total Contributing Participants	184
Average Account Balance	\$72,705



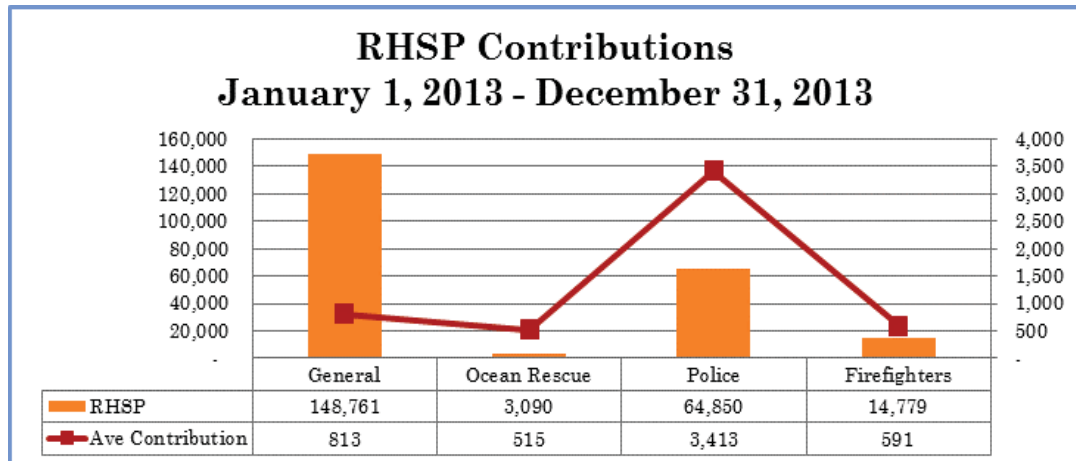
Above contributions represent employee contributions only. The Town does not provide matching contributions to the 457 Deferred Compensation Plan.



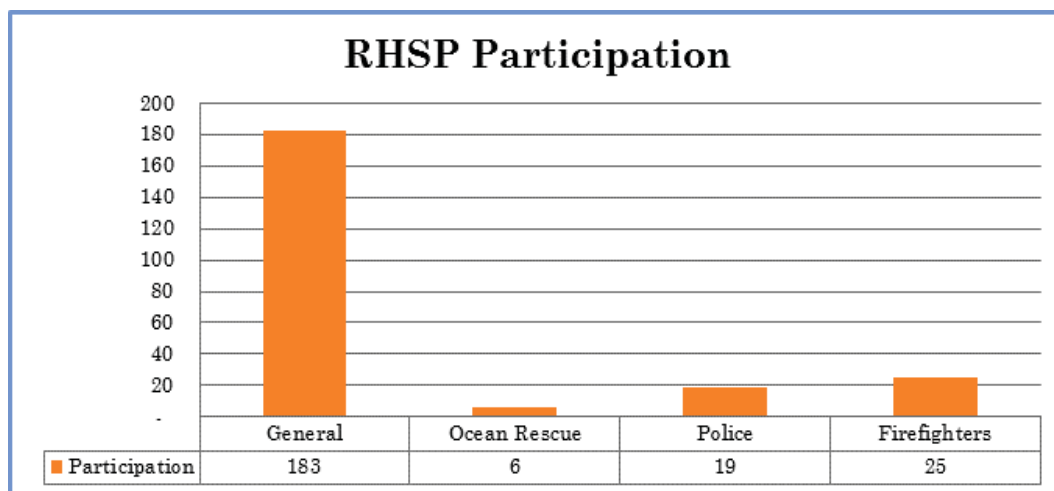
Demographic Information for the Retirement Health Savings Plan (RHSP)

Plan Snapshot as of December 31, 2013 Provided by ICMA-RC

Total Assets	\$951,205
Total Participants with a Balance	231
Total Contributing Participants	185
Average Account Balance	\$4,118



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.



Demographic Information for Other ICMA-RC Plans

Plan Snapshot for 401 DROP Plan for General Employees (108334) as of December 31, 2013, Provided by ICMA-RC

Total Assets	\$4,826,783
Total Participants with a Balance	49
Total Contributing Participants	35
Average Account Balance	\$98,505

Plan Snapshot for 401 DROP Plan for Police Officers (108335) as of December 31, 2013, Provided by ICMA-RC

Total Assets	\$4,362,452
Total Participants with a Balance	21
Total Contributing Participants	14
Average Account Balance	\$207,736

Plan Snapshot for 401 DROP Plan for Firefighters (106782) as of December 31, 2013, Provided by ICMA-RC

Total Assets	\$3,741,146
Total Participants with a Balance	17
Total Contributing Participants	11
Average Account Balance	\$220,067

Plan Snapshot for 401 Old DROP Plan for Firefighters (108552) as of December 31, 2013, Provided by ICMA-RC

Total Assets	\$831,438
Total Participants with a Balance	12
Total Contributing Participants	0
Average Account Balance	\$69,286

Plan Snapshot for 401 Firefighter SHARE Plan (106796) as of December 31, 2013, Provided by ICMA-RC

Total Assets	\$2,412,552
Total Participants with a Balance	54
Total Contributing Participants	36
Average Account Balance	\$44,676

Plan Snapshot for Roth IRA Plan (705765) as of December 31, 2013, Provided by ICMA-RC

Total Assets	\$56,170
Total Participants with a Balance	27
Average Account Balance	\$2,080

Plan Snapshot for RHS Plan (Discontinued) (800533) as of December 31, 2013, Provided by ICMA-RC

Total Assets	\$687,444
Total Participants with a Balance	79
Average Account Balance	\$8,701



TOWN OF PALM BEACH Human Resources Department

MEMORANDUM

To: Town of Palm Beach Retirement System Board of Trustees

From: Danielle Olson, Director of Human Resources *Danielle Olson*

Re: Summary of the Retirement Education Initiative

Date: February 13, 2014

As of October 2013, all active employees participating in the retirement program were provided with group and individual meetings regarding the Town's defined benefit plan (pension), defined contribution plan (401(a)), and deferred contribution plan options (457 and Roth IRA). Employees representing all retirement groups were scheduled to attend informational meetings, provided customized Retirement Readiness Reports, and scheduled for mandatory 1:1 sessions with an ICMA-RC financial representative. Copies of the meeting and promotional materials are enclosed for your review (Exhibits A and B). The group meetings were presented by Town Manager Elwell, ICMA-RC representative Steve Feigelis, and me; 95% of eligible participants (242 employees) attended a group meeting. Individual 1:1 sessions were scheduled from November 2013 through January 2014; of the 251 scheduled meetings only 9 employees must be rescheduled for a make-up 1:1 session due to conflicts and/or unexpected leave of absences.

Account Activity

The following describes the activities and account changes resulting exclusively from the 1:1 meetings:

<u>Account Activity Results from Facilitated 1:1 Meetings</u>	<u>Participant Activity</u>	<u>Changes to Total Annual Contributions</u>
Increased Contributions to Existing Accounts	37	\$ 73,496
Plan Roll Overs	7	\$ 180,000
Managed Account Enrollments	62	N/A

	457	Roth IRA	Total New Annual Contributions
New Enrollments in Optional Retirement Plans	28	39	\$ 125,092

Additionally, Exhibit C provides account activity for the optional 457 and Roth IRA plans that occurred during the entire education initiative, October 2013 through January 2014. This represents changes resulting from the facilitated 1:1 meetings and self-initiated changes. Active

participation in the 457 plan increased by 12% over the education period. The Roth IRA participation grew by 52% in the period. Activity reports indicate a 73% increase in 457 plan Managed Account participation, and a 67% increase in Roth IRA Managed Account participation. Managed Accounts is an ICMA-RC program participants may opt to enroll which develops appropriate investment portfolio guidance based on the personal situation of the participant and manages the portfolio in order to achieve their desired retirement savings goal.

Feedback

Subsequently, a survey was conducted inviting all program participants to provide feedback on the group sessions, ICMA-RC 1:1 meetings, and suggestions for future program offerings. The survey results are provided in Exhibit D. This data will be reviewed with the Town Manager, ICMA-RC representative, and the Pension Administrator. Additionally, it will provide guidance for the development of future information materials and sessions.

Results* (% of respondents)	Survey Question
85.5%	Rated group Retirement Readiness Meeting information to be fairly good, very good, or excellent.
82.9%	Rated information provided in the 1:1 meeting with the ICMA-RC representative to be fairly good, very good, or excellent.
94.9%	Rated knowledge and experience of the ICMA-RC representative to be fairly good, very good, or excellent.
63.3%	Rated entire experience to be from somewhat valuable to very valuable

**Total of 117 survey responses were received from 251 surveyed.*

Continuing Education

New hires are provided with an overview of the retirement program during the Town's two-day orientation program. They are also scheduled for a mandatory 1:1 session with an ICMA-RC representative within the first 90 days of employment. Existing employees will be provided with the opportunity to schedule additional 1:1 meetings. Several group workshops regarding specific retirement planning and investing information will be planned throughout the year. A copy of the next scheduled event is enclosed for your review (Exhibit E).

Moving forward, we are committed to maintaining an intense level of retirement program education opportunities for all employees and welcome any and all suggestions to enhance the retirement education program.



TOWN OF PALM BEACH Human Resources Department

MEMORANDUM

To: All Employees

From: Danielle Olson, Director of Human Resources

Re: Retirement Education Initiative

Date: January 31, 2014

In October we began our Retirement Education Initiative with group meetings. Subsequently, employees attended 1:1 meetings with our ICMA-RC representative to review their own personal retirement plans. Going forward, you will have several opportunities to meet with our ICMA-RC Representative as needed. There will also be a variety of retirement and personal financial workshops offered. Information regarding 1:1 meetings and additional workshops beginning in February will be announced soon.

In order to effectively provide you with the types of retirement education programs you find to be most beneficial to your interests; you are invited to complete a short survey. Your responses provided in this survey are anonymous. The survey will be open today thru 5:00pm on Wednesday, February 12, 2014.

Click here to participate in the on-line survey:
https://www.surveymonkey.com/s/TOPB_REI

Should you prefer to complete a paper survey, please complete the attached and return to Human Resources no later than 5:00pm on Wednesday, February 12, 2014.

Please contact Human Resources if you have any questions.



Account Access Statistics

Plan 300786 457 Plan

Activity Period 10/2013 - 01/2014

Plan Activity (300786)

Activity	Period 10/2013	Period 11/2013	Period 12/2013	Period 01/2014
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Participant Demographics

Participants with a Balance	279	284	301	316
Participants with a Balance and Account Access Account	206	210	214	221
Participant Usage Percent (%)	73.8	73.9	71.1	69.9

Login Activity (Account Access)

Participants Logged In At Least Once Into Account Access	110	89	96	113
Total Account Access Logins	742	885	1311	1388
Average Number of Logins Per Participant	6.7	9.9	13.7	12.3

Login Activity (myAccount-Mobile Site)

Participants Logged In At Least Once Into myAccount	23	10	5	13
Total myAccount Logins	85	30	24	31
Average Number of Logins Per Participant	3.7	3.0	4.8	2.4

Account Demographics

Accounts w/ Electronic Statements	216	224	230	236
Accounts w/ Electronic Confirms	219	227	233	239
Accounts w/ Both Statements and Confirms	219	227	233	239
Accounts w/ Managed Accounts	18	29	53	66
Accounts w/ Advice	0	0	0	0

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EZLink is an electronic, Internet-based administrative tool offered by ICMA-RC to assist our clients with their retirement plan administration. To the extent EZLink and other electronic Internet-based products and services offered by ICMA-RC are accessed and utilized by the client or client's employees and personnel, ICMA-RC bears no responsibility or liability for such use by those individuals accessing non-public personal information and failing to protect such information as required by law.

Account Access Statistics

Transaction Counts

Online Transfers	2	17	3	9
Online Allocations	0	7	2	3
Online Loans	0	0	0	0
Online Withdrawals Requested via EZLink	0	0	0	0
Online Withdrawals Requested via Account Access	4	2	0	1



Account Access Statistics

Plan 705765 Roth IRA

Activity Period 10/2013 - 01/2014

Plan Activity (705765)

Activity	Period 10/2013	Period 11/2013	Period 12/2013	Period 01/2014
<u>Participant Demographics</u>				
Participants with a Balance	16	20	27	33
Participants with a Balance and Account Access Account	11	12	14	16
Participant Usage Percent (%)	68.8	60.0	51.9	48.5
<u>Login Activity (Account Access)</u>				
Participants Logged In At Least Once Into Account Access	4	3	7	4
Total Account Access Logins	7	6	32	30
Average Number of Logins Per Participant	1.8	2.0	4.6	7.5
<u>Login Activity (myAccount-Mobile Site)</u>				
Participants Logged In At Least Once Into myAccount	0	1	1	0
Total myAccount Logins	0	2	2	0
Average Number of Logins Per Participant	0	2.0	2.0	0
<u>Account Demographics</u>				
Accounts w/ Electronic Statements	10	11	13	15
Accounts w/ Electronic Confirms	11	12	14	16
Accounts w/ Both Statements and Confirms	11	12	14	16
Accounts w/ Managed Accounts	7	7	10	21
Accounts w/ Advice	0	0	0	0

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Account Access Statistics

Transaction Counts

Online Transfers	0	0	1	0
Online Allocations	0	0	1	0
Online Loans	0	0	0	0
Online Withdrawals Requested via EZLink	0	0	0	0
Online Withdrawals Requested via Account Access	0	0	0	0

PLAN OVERVIEW

Morningstar Category	Ticker	Net Expense Ratio	457 Plan (300786)	401a Plan (106397)	401a Fire Old Drop Plan (108552)	401a Fire Share Plan (106796)	401a Fire Current Drop Plan (106782)	401a General Drop (108334)	401a Police Drop (108335)	Ticker	Net Expense Ratio	RHS Old Plan (60053)	RHS Current Plan (603116)	Total
Stable Value/Cash Management Funds														
Vantage Trust Plus Fund	VANMX	0.82%	\$7,804,341	\$52,007	\$740,124	\$787,174	\$2,330,697	\$3,110,387	\$3,230,916	-	-	-	-	\$17,855,647
Vantage Trust Cash Management	-	0.61%	\$44,376	\$45,678	\$10,772	-	-	-	-	-	-	\$32,410	\$9,102	\$104,027
Dyniflex Cash Management	-	-	-	-	\$4,226	-	-	-	-	-	-	-	-	\$40,512
Bond Funds														\$4,226
VT Vantagepoint Low Duration Bond	VPIPX	-	-	-	-	-	-	-	-	-	-	-	-	\$4,635
VT Vantagepoint Cor Bond Idx	VOCIX	0.20%	\$253,589	\$14,264	-	\$8,461	-	-	-	-	-	\$3,640	\$995	\$282,827
VT Vantagepoint Total Return	PTRIX	0.71%	\$83,095	\$42,014	-	\$23,432	-	-	-	-	-	\$3,608	\$2,885	\$282,827
VT Vantagepoint Inflation Protected Bond	VOTIX	0.63%	\$86,922	\$9,735	-	\$6,043	\$18,098	-	-	-	-	\$45,609	\$23,993	\$146,541
VT Pimco High Yield	PHYAX	0.80%	\$98,602	\$3,948	-	\$4,741	\$15,281	-	-	-	-	-	-	\$170,400
Lifetime Income Funds														\$122,772
VT Retirement Income Advantage	-	1.72%	\$435,620	-	-	-	-	-	-	-	-	-	-	\$435,620
Equity Funds														\$266,318
VT Fidelity Puritan	FPURX	0.89%	\$230,887	\$24,368	-	\$10,063	-	-	-	-	-	-	-	\$266,318
US Stock Funds														\$533,424
VT Vantagepoint 500 S&P Idx	VQFIX	0.21%	\$280,688	\$93,577	\$35,993	\$122,089	\$17,253	-	-	-	-	\$3,630	\$10,194	\$533,424
VT Vantagepoint Mid-Cap Idx	VQMXI	0.22%	\$323,935	\$9,692	-	\$80,677	\$16,953	-	\$499,851	-	-	\$20,345	-	\$943,500
VT Vantagepoint Growth & Income	VQGIY	0.75%	\$203,741	\$37,670	-	\$55,153	\$64,603	-	-	-	-	-	\$11,767	\$345,284
VT Oppenheimer Main Street	MIGTX	0.94%	\$212,094	\$546	-	\$15,432	\$170,049	-	\$35,819	-	-	-	-	\$328,484
VT Vantagepoint Equity Income	VQEIY	0.82%	\$555,388	\$29,957	-	\$19,393	\$170,049	-	-	-	-	\$2,683	\$7,710	\$785,181
VT Vantagepoint Dividend Fund	VQDIX	0.67%	\$30,960	\$18,410	-	\$7,345	-	-	-	-	-	-	-	\$57,746
VT Vantagepoint Div Value	VQDVX	0.85%	\$174,111	\$16,495	-	\$19,805	\$8,320	-	-	-	-	-	-	\$157,731
VT Vantagepoint Growth	VQGRX	0.79%	\$174,111	\$16,495	-	\$19,805	\$8,320	-	-	-	-	-	-	\$157,731
VT Fidelity Contrafund	FCNTX	0.79%	\$581,929	\$7,335	-	\$47,018	\$36,085	-	\$1,524	-	-	\$8,642	\$1,524	\$1,774,920
VT T. Rowe Price Growth Stock	TRGSX	1.22%	\$18,808	\$8,736	-	\$28,041	\$57,334	-	\$672,347	-	-	-	-	\$76,142
VT Vantagepoint Mid-Cap Idx	VQMXI	0.83%	\$282,428	\$106,224	-	\$42,809	\$458,023	-	-	-	-	-	-	\$298,205
VT Vantagepoint Select Value	VQSVX	0.22%	\$910,431	\$20,291	-	\$16,317	\$3,888	-	\$1,821,794	-	-	-	\$2,208	\$1,821,794
VT Gold Stocks Mid-Cap Value	GCMTX	0.98%	\$62,355	\$33,130	-	\$42,530	\$46,674	-	-	-	-	-	-	\$102,831
VT Vantagepoint Aggressive Ops	VQAGX	0.90%	\$251,188	\$25,068	-	\$40,773	-	-	-	-	-	-	-	\$375,532
VT Vantagepoint Mid-Cap Growth	VQMDX	0.85%	\$850,529	\$12,554	-	\$17,927	-	-	-	-	-	\$9,672	\$3,342	\$929,384
VT TimesSquare Mid-Cap Growth	TMDPX	1.27%	\$212,262	\$12,554	-	\$17,927	-	-	-	-	-	-	-	\$242,743
VT Harbor Mid-Cap Growth	HRMGX	1.10%	\$35,512	\$9,041	-	-	-	-	-	-	-	-	-	\$44,553
VT Vantagepoint Discovery	VQDSX	1.07%	\$46,873	\$383	-	-	-	-	-	-	-	\$6,078	\$1,166	\$53,502
VT T. Rowe Price Sm-Cap Value	PASVX	1.24%	\$357,099	\$19,613	-	\$39,402	\$84,835	-	-	-	-	-	-	\$480,950
VT Oppenheimer Discovery Fund	ODNYX	0.90%	\$10,368	\$1,506	-	\$2,301	-	-	\$14,173	-	-	-	-	\$14,173
International/Global Funds														\$312,222
VT Vantagepoint International	VQINX	0.98%	\$262,452	\$16,361	-	\$11,632	\$26,315	-	-	-	-	\$20,288	\$1,491	\$445,633
VT Vantagepoint Overseas Eq Idx	VQOIX	0.32%	\$207,813	\$82,946	-	\$124,143	\$14,654	-	-	-	-	\$3,659	\$617	\$563,857
VT Fidelity Divers Intl	FDIVX	0.85%	\$457,843	\$42,809	-	\$26,784	\$33,108	-	-	-	-	-	-	\$98,322
VT Harbor International	HRINX	1.02%	\$26,703	\$11,727	-	\$32,449	\$174,893	-	-	-	-	-	-	\$445,737
Real Estate Funds														\$553,295
VT Nuveen Real Estate Secs	FARCX	1.03%	\$223,175	\$15,151	-	\$2,127	\$52,643	\$80,249	-	-	-	\$120,975	\$104,755	\$553,295
Target Date Funds														\$44,328
VT Vantagepoint MS Ret Inc	VQRRX	0.83%	\$212,073	\$473	-	\$2,127	\$52,643	\$54,235	-	-	-	\$64,328	\$65,057	\$199,398
VT Vantagepoint Milestone 2010	VQRRX	0.87%	\$26,574	\$7,204	-	\$27,700	\$20,828	\$24,594	-	-	-	\$64,248	\$77,323	\$150,828
VT Vantagepoint Milestone 2015	VQRRX	0.85%	\$291,254	\$44,880	-	\$158,824	\$96,337	\$912,819	-	-	-	\$103,210	\$232,175	\$2,047,134
VT Vantagepoint Milestone 2020	VQRRX	0.84%	\$325,329	\$318,440	-	\$60,476	\$12,245	\$171,573	-	-	-	\$77,280	\$218,370	\$1,328,115
VT Vantagepoint Milestone 2025	VQRRX	0.85%	\$441,849	\$333,612	-	\$12,446	-	-	-	-	-	\$26,433	\$79,440	\$1,026,028
VT Vantagepoint Milestone 2030	VQRRX	0.86%	\$586,543	\$278,589	-	\$4,346	-	-	-	-	-	\$432	\$17,023	\$55,083
VT Vantagepoint Milestone 2035	VQRRX	0.87%	\$221,854	\$165,614	-	\$10,573	-	-	-	-	-	\$3,035	\$4,151	\$70,917
VT Vantagepoint Milestone 2040	VQRRX	0.88%	\$82,848	\$103,097	-	\$1,346	-	-	-	-	-	-	\$15,769	\$154,930
VT Vantagepoint Milestone 2045	VQRRX	0.97%	\$9,683	\$21,279	-	\$10,573	-	-	-	-	-	-	\$4,151	\$87,484
VT Vantagepoint Milestone 2050	VQRRX	1.10%	\$51,480	\$21,279	-	\$10,573	-	-	-	-	-	-	-	\$138,319
VT Vantagepoint MP Cons Growth	VQCGX	0.84%	\$1,078,609	\$3,432	-	\$46,524	-	\$98,283	-	-	-	\$56,221	-	\$1,121,731
VT Vantagepoint MP Trad Growth	VQTRX	0.89%	\$925,511	\$17,968	-	\$46,524	-	\$94,644	-	-	-	\$13,079	\$9,085	\$1,121,731
VT Vantagepoint MP Long-Term Gr	VQLGX	0.89%	\$568,147	\$1,935	-	\$19,922	-	-	\$444,923	-	-	\$10,526	-	\$1,044,452
VT Vantagepoint MP All-Eq Gr	VQAGX	0.97%	\$81,099	\$1,935	-	\$19,922	-	-	-	-	-	\$2,674	-	\$83,773
Total			\$21,884,160	\$2,440,626	\$331,438	\$2,412,522	\$3,743,146	\$4,826,784	\$4,362,452			\$687,444	\$951,205	\$42,191,677

Town of Palm Beach Retirement System DC Plan

ANALYSIS OF INVESTMENT PERFORMANCE

Fourth Quarter 2013

Lawrence Marino, CFA
Senior Vice President

Rosemary Guillette
Senior Consultant

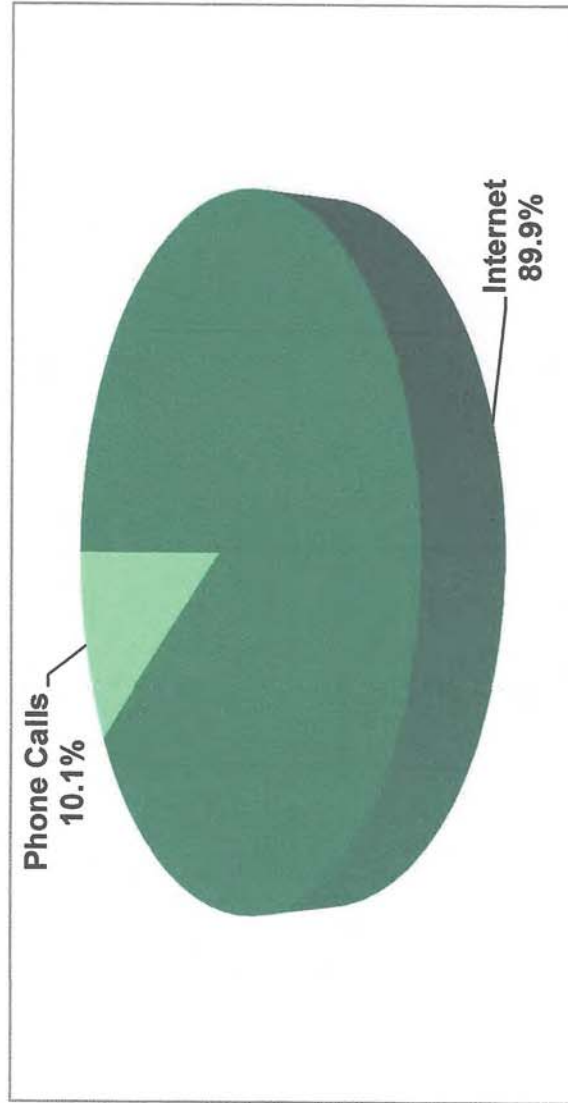
Town of Palm Beach 457 Plan

Morningstar Category	Ticker	457 Plan Assets as of 12/31 (300786)	Total # of Participants	Active Employees	Inactive Employees
Stable Value/Cash Management Funds					
Vantage Trust Plus Fund	-	\$7,604,341	125	84	41
Vantage Trust Cash Management	VAMXX	\$44,378	4	2	2
Dreyfus Cash Management	DPCXX	-	-	-	-
VT 1-Year CD	-	-	-	-	-
VT 5-Year CD	-	-	-	-	-
Bond Funds					
VT Vantagepoint Low Duration Bond	VPIPX	-	-	-	-
VT Vantagepoint Cor End Idx	VQCIX	\$253,589	43	37	6
VT Pimco Total Return	PTIRX	\$83,095	29	28	1
VT Vantagepoint Intl Prot Sec	VQTSX	\$66,922	16	14	2
VT Pimco High Yield	PHYAX	\$88,802	18	14	4
Lifetime Income Fund					
VT Retirement Income Advantage	-	\$435,620	3	1	2
Balanced Fund					
VT Fidelity Puritan	FPURX	\$230,887	36	30	6
US Stock Funds					
VT Vantagepoint 500 Slt Idx	VQFIX	\$280,688	68	63	5
VT Vantagepoint Brd Mkt Idx	VQMIX	\$323,935	25	17	8
VT Vantagepoint Gwth & Income	VQGX	\$203,741	68	64	4
VT Oppenheimer Main Street	MIGYX	\$212,064	15	12	3
VT Vantagepoint Equity Income	VQEIX	\$555,388	66	61	5
* VT Vantagepoint Diversified Dividend Fund	LCEYX	\$30,980	16	15	1
VT Allianz NF-J Div Value	ANDAX	\$113,111	52	50	2
VT Vantagepoint Growth	VQGRX	\$1,764,753	57	38	19
VT Fidelity Contrafund	FCNTX	\$581,929	31	26	5
VT Calvert Equity Portfolio	CSIEY	\$18,808	3	3	-
VT T. Rowe Price Growth Stock	TRSAX	\$252,428	12	8	4
VT Vantagepoint Mid/Sm Co Idx	VQSIY	\$610,431	74	69	5
VT Vantagepoint Select Value	VQSVX	\$62,355	30	28	2
VT Gold Sachs Mid Cap Value	GCMTX	\$251,198	62	58	4
VT Vantagepoint Aggressive Ops	VQAOX	\$850,529	43	34	9
VT Harbor Mid Cap Growth	HRMGX	\$35,512	6	5	1
* VT TimesSquare Mid Cap Growth	TMDPX	\$212,262	11	10	1
VT Vantagepoint Discovery	VQDSX	\$45,873	2	2	-
VT T. Rowe Price Sm-Cap Value	PASVX	\$357,099	65	60	5
* VT Oppenheimer Discovery Fund	ODIYX	\$10,366	1	1	-
International/Global Funds					
VT Vantagepoint International	VQINX	\$282,452	65	57	8
VT Vantagepoint Overseas Eq Idx	VQOIX	\$207,913	64	61	3
VT Fidelity Diversified Intl	FDIVX	\$457,943	67	64	3
VT Harbor International	HRINX	\$26,703	5	4	1
Real Estate Fund					
VT Nuveen Real Estate Secs	FARCX	\$223,175	66	62	4
Target Date Funds					
VT Vantagepoint MS Ret Inc	VQRRX	\$212,073	6	-	6
VT Vantagepoint Milestone 2010	VQROX	\$28,574	4	1	3
VT Vantagepoint Milestone 2015	VORPX	\$291,254	12	11	1
VT Vantagepoint Milestone 2020	VOROX	\$525,329	20	15	5
VT Vantagepoint Milestone 2025	VQRNX	\$441,849	17	14	3
VT Vantagepoint Milestone 2030	VORMX	\$586,543	13	10	3
VT Vantagepoint Milestone 2035	VQRLX	\$221,854	10	9	1
VT Vantagepoint Milestone 2040	VORKX	\$82,848	9	7	2
VT Vantagepoint Milestone 2045	VORUX	\$8,683	5	3	2
VT Vantagepoint Milestone 2050	VQRHX	\$51,480	1	1	-
VT Vantagepoint MP Cons Growth	VQCGX	\$1,078,609	17	11	6
VT Vantagepoint MP Trad Growth	VQTGX	\$926,511	28	16	10
VT Vantagepoint MP Long-Term Gr	VQLGX	\$568,147	21	15	6
VT Vantagepoint MP All-Eq Gr	VOAGX	\$81,089	6	6	-
Total		\$21,884,160	1415	1201	214
Total Participants & \$'s Affected by SRC Recommendations			739	629	110

* Funds ICMA-RC added as of December 6th.

Funds highlighted in red represent funds Segal Rogerscasey recommends to remove as Plan Options.

**Town of Palm Beach 457 Plan
Participant Services Utilization - ICMA
For the Calendar Year 2013**



	Phone Calls				Internet			
	Total Inquiries	Fund Transfer	Allocation Change		Total Inquiries	Fund Transfer	Allocation Change	Plan Totals
1st Quarter 2013	667	0	0		4,926	36	68	5,593
2nd Quarter 2013	666	0	0		5,847	50	65	6,513
3rd Quarter 2013	581	0	0		5,852	80	62	6,433
4th Quarter 2013	421	0	0		4,068	34	65	4,489
Total	2,335	0	0		20,693	200	260	23,028

	Value	Core	Growth
Large Cap	VT Vantagepoint Equity Income (Terminated LCV assets mapped to this fund) VT Allianz NFJ Div Value *Invesco Diversified Dividend	Add Vanguard 500 Index Fund - VFVIX/VFIAX (Terminated LCC Assets mapped to this fund) VT Vantagepoint 500 Stk Index VT Vantagepoint Broad Mkt Index VT Vantagepoint Growth & Income VT Oppenheimer Main Street	VT Vantagepoint Growth VT Fidelity Contrafund (Terminated LCG asset mapped to this fund) VT Calvert Equity Portfolio VT T Rowe Price Growth Stock
Mid Cap	VT Vantagepoint Select Value VT Goldman Sachs Mid Cap Value (Terminated MCV assets mapped to this fund)	Add Vanguard Mid Cap Index Fund - VIMSX/VIMAX (Terminated MCC assets mapped to this fund) VT Vantagepoint Mid/Sm Co Index	VT Vantagepoint Aggressive Ops VT Harbor Mid Cap Growth *TimesSquare Mid Cap Growth
Small Cap		Add Vanguard Small Cap Index Fund - VSMAX/NAESX VT Vantagepoint Discovery VT T Rowe Price Sm Cap Value (Terminated SCC & SCG Assets mapped to this fund)	*Oppenheimer Discovery
*Note: For the Vanguard Funds that we recommended to add to the line-up, I included the ticker for both the investor share class and admiral share class as I was not sure which share class Palm Beach would be eligible for. Ideally we would like to get into the lower share class option.			

OTHER ASSET CLASSES:

Cash: (Terminated assets will be mapped to the VantageTrust Plus Fund)

VantageTrust Plus Fund (Stable Value)

VantageTrust Cash Management

Dreyfus Cash Management

VT 5 Year CD

VT Retirement Income Advantage

Fixed Income: (Terminated assets will be mapped to Pimco Total Return)

VT Vantagepoint Low Duration

VT Vantagepoint Core Bond Index

VT Pimco Total Return

VT Vantagepoint Infl Prot Sec

VT Pimco High Yield

Balanced: (Map assets to Target Date Fund)

VT Fidelity Puritan

International: (Terminated assets will be mapped to Fidelity Diversified Intl)

VT Vantagepoint International

VT Vantagepoint Overseas Eq Index

VT Harbor International

VT Fidelity Diversified Intl

Add Vanguard Total International Stock Index Fund -VTIAX/VGTGX

Conduct Global Equity Fund Search

Real Estate:

VT Nuveen Real Estate Secs

Target Date: (Map terminated assets to Milestone Funds)

VT Vantagepoint MS Ret Inc
 VT Vantagepoint Milestone 2010
 VT Vantagepoint Milestone 2015
 VT Vantagepoint Milestone 2020
 VT Vantagepoint Milestone 2025
 VT Vantagepoint Milestone 2030
 VT Vantagepoint Milestone 2035
 VT Vantagepoint Milestone 2040
 VT Vantagepoint Milestone 2045
 VT Vantagepoint Milestone 2050
 VT Vantagepoint MP Svgs Orinted
 VT Vantagepoint MP Cons Growth
 VT Vantagepoint MP Trad Growth
 VT Vantagepoint MP Lng-Trm Gr
 VT Vantagepoint MP All-Eq Gr
[Conduct Target Date/Lifecycle Fund Search](#)

NOTE:

BLACK = Retain Existing Fund

RED = Termination

BLUE = Replacement Fund/Conduct Search

* Funds ICMA-RC added as of December 6th.



Town of Palm Beach Retirement System

ANALYSIS OF INVESTMENT PERFORMANCE

First Quarter 2014

Lawrence Marino, CFA
Senior Vice President

Rosemary Guillette
Senior Consultant

COMPOSITE

Town of Palm Beach Retirement System
Target Allocation vs. Current Asset Allocation as of March 31, 2014

TARGET ALLOCATION		INVESTMENT MANAGERS AND ALLOCATION				DIFF.	RANGE	
EQUITIES								
Large Cap Equity		SSgA S&P 500 Index	7.60%	\$15,696,823				
		T Rowe Price New Era Fund	1.36%	\$2,814,868				
		Large Cap Equity	8.96%	\$18,511,691				
Small/Mid Cap Equity		Geneva (MCG)	2.85%	\$5,892,096				
		CRM (MCV)	2.60%	\$5,367,242				
		Thompson Seigel Walmsley (SMID Value)	4.32%	\$8,913,975				
		Small/Mid Cap Equity	9.77%	\$20,173,313				
Domestic Equities Total			18.73%	\$38,685,004	3.73%	10 - 20%		
International Equity		Artisan (Int'l Growth)	8.47%	\$17,482,736				
		Harris (Int'l Value)	8.60%	\$17,754,294				
		International Equity	17.06%	\$35,237,030	2.06%	10 - 20%		
Emerging Markets Equity		Acadian	5.09%	\$10,516,343				
		Wells	4.79%	\$9,887,801				
		Emerging Markets Equity	9.88%	\$20,404,144	-0.12%	5 - 15%		
		Non US Equities Total	26.95%	\$55,641,174	1.95%	15 - 35%		
FIXED INCOME								
Core Fixed Income		Richmond Capital	0.00%	\$26				
		Goldman Sachs Core Plus Fixed	21.12%	\$43,608,330				
		Core Fixed Income	21.12%	\$43,608,356	3.62%	12 - 22%		
High Yield Fixed Income		Neuberger Berman	2.58%	\$5,332,656				
		High Yield Fixed Income	2.58%	\$5,332,656	0.08%	0 - 6%		
		Vanguard TIPS Fund	2.23%	\$4,607,146				
		TIPS	2.23%	\$4,607,146	-0.27%	0 - 6%		
Fixed Income Total			25.93%	\$53,548,158	3.43%	12 - 34%		
ALTERNATIVES/HEDGE FUND OF FUNDS								
Wellington Diversified Inflation Hedges		Wellington Diversified Inflation Hedges	2.00%	\$4,122,929				
		Mesirow Absolute Return	3.88%	\$8,001,722				
		Weatherlow Offshore Fund I	3.15%	\$6,508,151				
		Meridian - Fund in Liquidation	0.00%	\$6,382				
Standard Life		Standard Life	3.14%	\$6,481,624				
		Alternatives/Hedge Fund of Funds Total	12.17%	\$25,120,808	-2.83%	10 - 20%		
COMMODITIES								
Commodities Total		TAP Fund	2.46%	\$5,072,831				
		Commodities Total	2.46%	\$5,072,831	-0.04%	0 - 6%		
REAL ESTATE								
Real Estate Total		Gerding Edlen Green Cities II	1.56%	\$3,225,419				
		Westport Real Estate Fund IV*	0.06%	\$125,000				
		Real Estate Total	1.62%	\$3,350,419	-8.38%	5 - 15%		
PRIVATE EQUITY								
Private Equity Total		Landmark Partners Fund XIV*	0.39%	\$800,386				
		PEI Fund V	0.54%	\$1,116,203				
		HarbourVest IX*	1.11%	\$2,285,743				
		Pomona Capital Fund VIII	1.23%	\$2,539,484				
	Private Equity Total	3.26%	\$6,741,816	-6.74%	5 - 15%			
CASH								
Cash Total		State Street STIF Account	8.88%	\$18,333,877				
		Cash Total	8.88%	\$18,333,877	8.88%	-		
TOTAL			100.00%	\$206,494,087	**			

* Contributions & Distributions updated to reflect Capital Calls and Distributions that occurred in April 2014.

Town of Palm Beach Retirement System

Asset Allocation & Performance

As of September 30, 2013

	Allocation		Performance (%)			
	Market Value (\$)	%	1 Quarter	Year To Date	Oct-2012 To Sep-2013	Since Inception
Town of Palm Beach Retirement Composite	199,629,434	100.00	5.12	11.63	13.60	13.60
Total Fund Composite Policy Index			4.60	9.94	11.37	11.37
Total Domestic Equity Composite	54,327,975	27.21	6.85	21.32	21.81	21.81
Total International Equity Composite	33,363,142	16.71	12.05	21.04	31.49	31.49
Total Emerging Markets Equity Composite	20,539,660	10.29	N/A	N/A	N/A	N/A
Total Fixed Income Composite	52,125,637	26.11	0.75	-1.74	-1.11	-1.11
Total Alternatives/Hedge Fund Composite	29,944,220	15.00	2.36	8.45	10.67	10.67
Total Commodities Composite	4,891,385	2.45	3.69	-6.71	-11.42	N/A
Total Private Equity Composite	3,415,289	1.71	0.07	-0.18	3.57	3.57
Total Real Estate Composite	2,280,852	1.14	N/A	N/A	N/A	0.00
Total Liquid Capital Composite	-1,258,726	-0.63	-0.01	0.13	0.13	0.13

Town of Palm Beach Retirement System

Comparative Performance

As of March 31, 2014

	Allocation		Performance (%)				
	Market Value (\$)	%	1 Quarter	Year To Date	1 Year	Oct-2013	
						Mar-2014	Since Inception
Town of Palm Beach Retirement Composite	207,244,306	100.00	1.11	1.11	11.59	5.49	12.91
Total Fund Composite Policy Index			1.85	1.85	11.51	6.00	11.70
Total Domestic Equity Composite	38,697,203	18.67	1.88	1.88	21.60	11.76	22.79
Total International Equity Composite	35,237,030	17.00	-0.57	-0.57	21.07	5.69	24.53
Total Emerging Markets Equity Composite	20,404,145	9.85	-0.62	-0.62	N/A	-0.50	6.66
Total Fixed Income Composite	53,548,158	25.84	2.09	2.09	1.02	2.78	1.09
Total Alternatives/Hedge Fund Composite	25,120,808	12.12	1.03	1.03	9.15	5.21	10.67
Total Commodities Composite	5,072,831	2.45	4.94	4.94	-1.86	3.71	-5.50
Total Private Equity Composite	6,741,816	3.25	0.65	0.65	12.84	7.56	17.21
Total Real Estate Composite	4,088,438	1.97	0.00	0.00	N/A	14.58	15.21
Total Liquid Capital Composite	18,333,877	8.85	0.11	0.11	0.12	0.12	0.17

Gross of Fees.

**TOWN OF PALM BEACH RETIREMENT SYSTEM
COMBINED ACTUARIAL VALUATION REPORT FOR
GENERAL EMPLOYEES INCLUDING OCEAN RESCUE,
POLICE OFFICERS AND FIREFIGHTERS
FOR THE YEAR ENDING SEPTEMBER 30, 2013
REVISED**

EXECUTIVE SUMMARY

COMBINED VALUATION SUMMARY, OBSERVATIONS,
RECOMMENDATIONS AND CERTIFICATION

Summary of Valuation Results September 30, 2013

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:

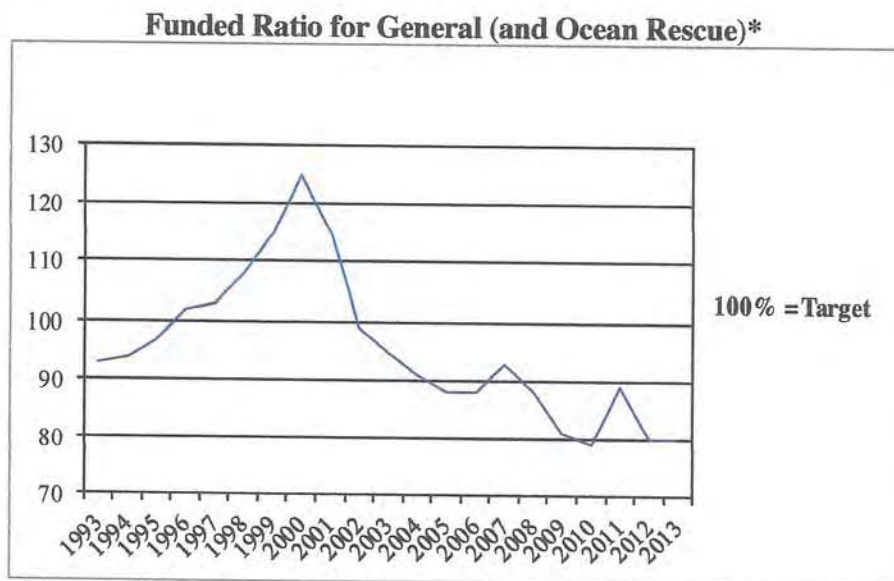
- ♦ pay for costs allocated to the current year on account of service rendered by active non-DROP participants in the current year (Normal Cost).
- ♦ pay for costs, in excess of the Funding Value of Assets, allocated to prior years on account of service rendered by participants in prior years (Unfunded 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, 2013 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 80.4% funded by the Funding Value of Assets. This is an increase from last year's funded ratio of 79.8%. Although not historically referred to, the ratio of the market value of assets to the actuarial accrued liabilities is 84.9%. This is an increase from last year's ratio of 80.3%.

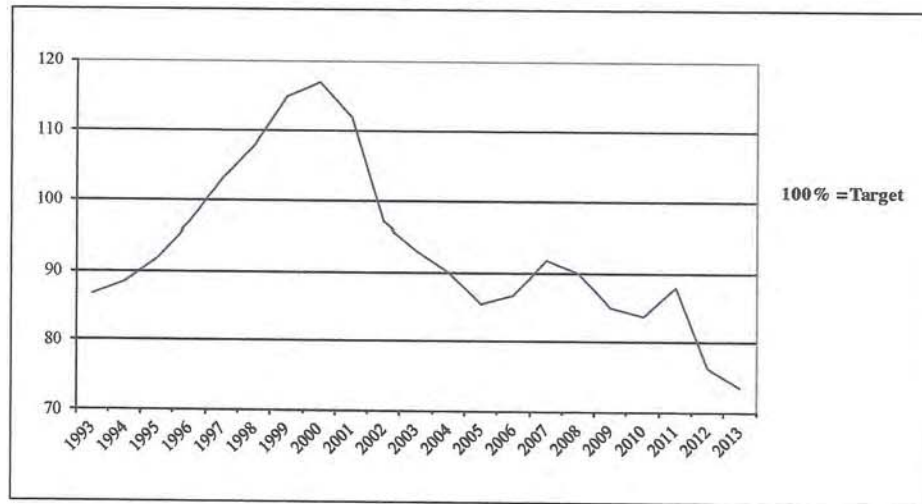


* Years prior to 2000 include Public Safety.

Police

The September 30, 2013 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 73.5% funded by the Funding Value of Assets. This is a decrease from last year's funded ratio of 76.2%. Although not historically referred to, the ratio of the market value of assets to the actuarial accrued liabilities is 75.1%. This is an increase from last year's 72.5%.

Funded Ratio for Police*

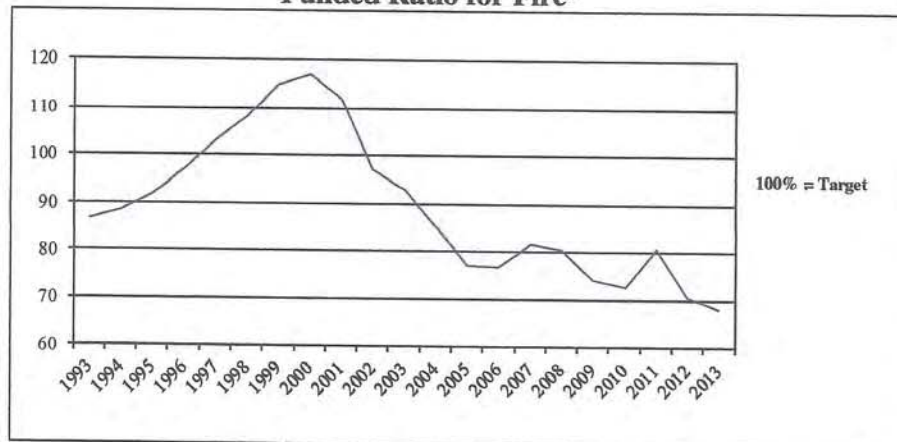


* Years prior to 2004 include Fire and years prior to 2000 include General and Ocean Rescue.

Fire

The September 30, 2013 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 68.1% funded by the Funding Value of Assets. This is an increase from last year's funded ratio of 70.5%. Although not historically referred to, the ratio of the market value of assets to the actuarial accrued liabilities is 69.7%. This is an increase from last year's 67.5%.

Funded Ratio for Fire*



* Years prior to 2004 include Police and years prior to 2000 include General and Ocean Rescue.

VALUATION RESULTS - LAST YEAR'S EXPERIENCE INDICATORS

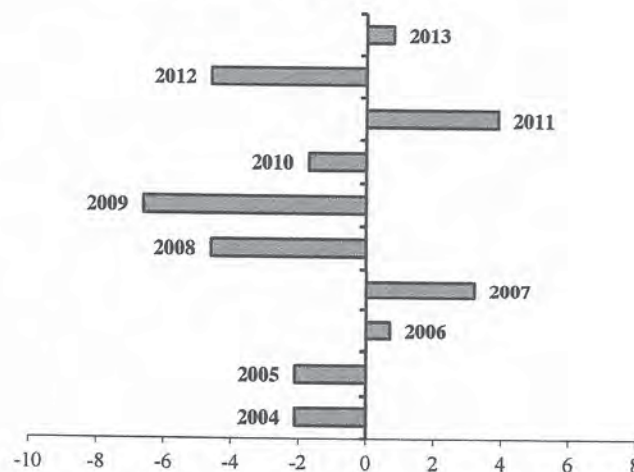
Although the Market Value returns were favorable during the last year, the Funding Value of Assets of the Retirement System increased less than projected by the long-term investment return assumption. Note that each year's deviation from assumed investment experience is spread over five years in equal dollar installments to reduce the effect of market volatility on contribution rates. More detail is provided in the respective Section A's of this report. The recognized return on the Funding Value of Assets was roughly 7.7% for General, 5.1% for Police and 5.6% for Fire, net of investment expenses. The projected return for the fiscal year ending September 30, 2013 was 7.5%.

The aggregate effect of overall System experience was a loss of \$3.6 million, caused mostly by lower than expected recognized investment return for Police and Fire. The impact on the Town's contribution amount for the fiscal year ending September 30, 2015 is an increase of approximately \$380,000. A portion of the losses were attributable to the volume of retirement activity that took place during the fiscal year producing higher liabilities than were projected based on valuation assumptions for average final salary. Losses were partially offset by gains due to lower than expected salary increases and higher than expected retiree mortality.

Year-to-year experience variations are expected and normal in the operation of a retirement system as members vary their activities and economic conditions change. The expectation is that the plus years and minus years will tend to cancel over 5 to 10 year periods. However, the majority of the last 10 years have been unfavorable (please refer to page A-9 or A-10 of the respective reports).

General

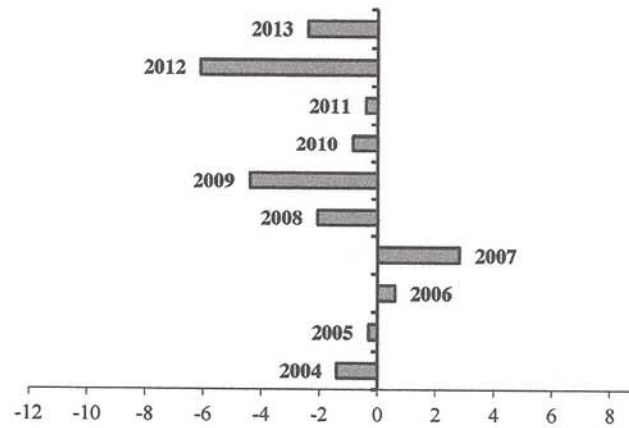
Experience Gains and Losses*
(Amounts in Millions)



* Years prior to 2000 include Police and Fire.

Police

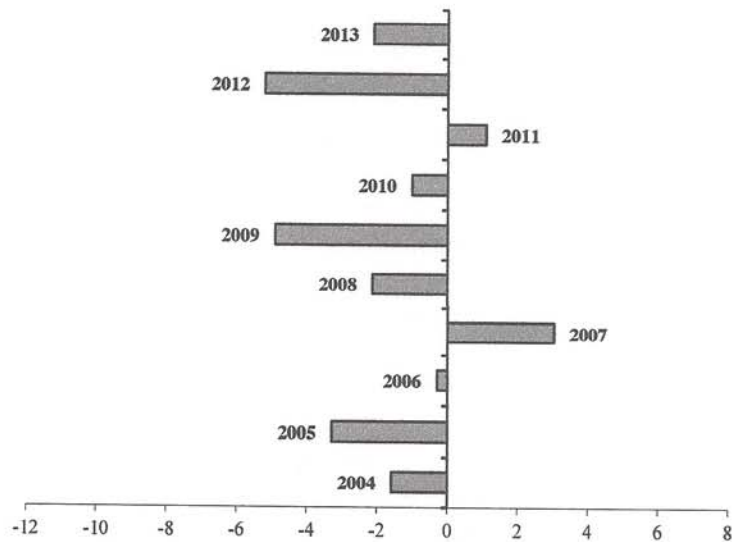
Experience Gains and Losses* (Amounts in Millions)



* Years prior to 2004 include Fire. Years prior to 2000 include General and Fire.

Fire

Experience Gains and Losses* (Amounts in Millions)



* Years prior to 2004 include Police. Years prior to 2000 include General and Police.

NEXT YEAR'S EXPERIENCE INDICATORS

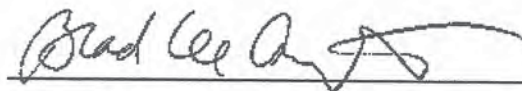
Due to the Boards' use of a five-year smoothed market asset valuation method, greater than expected market returns were only partially recognized, and combined with the scheduled phase-in of the prior four years unrecognized investment income. Subsequently, investment gains are scheduled for the next four years. This will reduce future computed employer contribution rates and improve the funded ratio in the next few reports in the absence of future losses. These unrecognized gains may also aid in offsetting moderate future losses in the next four years. For a better reflection of what to expect if all assumptions are met, we will be completing 10-year projections for the General, Police and Fire groups approximately two weeks after the Board accepts this report.

CERTIFICATION

This actuarial valuation was prepared and completed by me or under my direct supervision, and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate, and in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the plan and/or paid from the plan's assets for which liabilities or current costs have not been established or otherwise taken into account in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.

3/7/2014

Date



Brad Lee Armstrong, ASA, EA, MAAA [11-5614]

SECTION I
GENERAL REPORT

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
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 (a)	5,744	72,393	90,681	80	18,289	9,884	185
2013	871	73,853	91,809	80	17,956	9,698	185
2013 (a)	871	73,853	91,884	80	18,031	9,698	186

(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:	2012	2013	2014	2015	2016	2017
A. Funding Value Beginning of Year	\$74,246,569	\$72,392,627				
B. Market Value End of Year	72,778,562	77,995,357				
C. Market Value Beginning of Year	64,715,832	72,778,562				
D. Non-Investment Net Cash Flow: (EE+ER conts.) - (Refunds+Benefits+SPD+Adm.Exp.)	(3,250,809)	(3,957,533)				
	8.00%	7.50%				
E. Investment Income						
E1. Market Total: B - C - D	11,313,539	9,174,328				
E2. Amount for Immediate Recognition at 7.5%	5,809,693	5,281,040				
E3. Amount for Phased-In Recognition: E1-E2	5,503,846	3,893,288				
F. Phased-In Recognition of Investment Income						
F1. Current Year: 0.20 x E3	1,100,769	778,658				
F2. First Prior Year	(1,121,458)	1,100,769	\$ 778,658			
F3. Second Prior Year	(31,736)	(1,121,458)	1,100,769	\$ 778,658		
F4. Third Prior Year	(589,290)	(31,736)	(1,121,458)	1,100,769	\$ 778,658	
F5. Fourth Prior Year	(3,771,111)	(589,293)	(31,737)	(1,121,460)	1,100,770	\$ 778,656
F6. Adjustment to Recognize 20% Corridor	0	0	0	0	0	0
F7. Total Recognized Investment Gain/(Loss)	(4,412,826)	136,940	726,232	757,967	1,879,428	778,656
G. Funding Value End of Year: A + D + E2 + F7	72,392,627	73,853,074				
H. Difference between Market & Funding Value	385,935	4,142,283				
I. Recognized Rate of Return	1.92%	7.69%				
J. Recognized Rate of Investment Expenses	0.42%	0.35%				
K. Ratio of Funding Value to Market Value	99.5%	94.7%				

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, 2013*</u>	<u>September 30, 2012</u>
Cash		\$ 732,055
Accrued interest and dividends		6,281
Other short-term		0
Bonds - government		0
- corporate		0
- mutual funds		21,415,919
- mortgage		0
Stocks - common		11,003,536
- preferred		0
Stock mutual funds		32,791,919
Accounts payable		(117,511)
Other		6,946,363
Total Assets	\$77,995,357	\$72,778,562

* These figures are not available for the September 30, 2013 valuation.

Reconciliation of Membership Data

A. Active Members	General	Ocean Rescue
1. Number Included in Last Valuation	151	4
2. New Members Included in Current Valuation	17	
3. Non-Vested Employment Terminations		
4. Vested Employment Terminations	(2)	
5. Service Retirements	(2)	
6. DROP Retirements	(7)	
7. Disability Retirements	(1)	
8. Deaths		
9. Other (Transfer)		
10. Number Included in This Valuation	156	4
B. Terminated Vested Members		
1. Number Included in Last Valuation	13	0
2. Additions from Active Members	2	
3. Lump Sum Payments		
4. Payments Commenced	(1)	
5. Deaths		
6. Other		
7. Number Included in This Valuation	14	0
C. Service Retirees, Disability Retirees and Beneficiaries		
1. Number Included in Last Valuation	180	9
2. Additions from Active Members	10	
3. Additions from Terminated Vested Members	1	
4. Removed (Deaths, Benefit Termination, Data Corrections)	(7)	
5. Added (Beneficiaries/Data Corrections)	2	
6. Number Included in this Valuation	186	9

SECTION II
POLICE OFFICERS REPORT

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 Active Member AAL Payroll	Ratio to Payroll
1994	\$ 674	\$ 62,651	\$66,474	94	\$ 3,823	\$ 12,415
1995 (a)	4,437	70,326	72,339	97	2,013	12,543
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
2003	(3,088)	88,091	94,991	93	6,900	8,558
2004 (a)&	(1,390)	46,386	51,605	90	5,219	5,070
2005 (a)	(330)	48,656	56,996	85	8,340	5,348
2006	631	52,614	60,835	86	8,220	5,769
2007	2,937	58,486	63,742	92	5,256	5,334
2008	(2,075)	61,668	68,525	90	6,857	5,309
2009	(4,392)	63,000	74,257	85	11,257	6,187
2010	(876)	64,079	76,694	84	12,614	6,043
2011 (a)	(420)	63,554	72,421	88	8,866	5,222
2012 (a)	(6,094)	61,028	80,129	76	19,101	4,241
2013	(2,357)	60,553	82,416	73	21,862	3,454

(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:	2012	2013	2014	2015	2016	2017
A. Funding Value Beginning of Year	\$ 63,554,283	\$ 61,028,427				
B. Market Value End of Year	58,114,391	61,920,948				
C. Market Value Beginning of Year	54,154,099	58,114,391				
D. Non-Investment Net Cash Flow	(3,083,100)	(3,508,405)				
E. Investment Income						
E1. Market Total B - C - D	7,043,392	7,314,962				
E2. Amount for Immediate Recognition at 7.5%	4,961,019	4,445,567				
E3. Amount for Phased-In Recognition: E1 - E2	2,082,373	2,869,395				
F. Phased-In Recognition of Investment Income						
F1. Current Year: 0.20 x E3	416,475	573,879				
F2. First Prior Year	(970,512)	416,475	\$ 573,879			
F3. Second Prior Year	(236,395)	(970,512)	416,475	\$ 573,879		
F4. Third Prior Year	(1,195,609)	(236,395)	(970,512)	416,475	\$ 573,879	
F5. Fourth Prior Year	(2,417,734)	(1,195,611)	(236,393)	(970,511)	416,473	\$ 573,879
F6. Adjustment to Recognize 20% Corridor	0	0				
F7. Total Recognized Investment Gain/(Loss)	(4,403,775)	(1,412,164)	(216,551)	19,843	990,352	573,879
G. Accelerated Recognition of Investment Income						
H. Funding Value End of Year: A + D + E2 + F7 Not to Exceed 120% of Market Value	61,028,427	60,553,425				
I. Difference between Market & Funding Value	(2,914,036)	1,367,523				
J. Recognized Rate of Return	0.90%	5.12%				
K. Recognized Rate of Investment Expenses	0.34%	0.33%				

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, 2013*</u>	<u>September 30, 2012</u>
Cash		\$ 899,454
Accrued interest and dividends		43,603
Other receivables		0
Investments		
- US government securities		1,755,811
- Corporate bonds and notes		2,191,600
- Domestic fixed income funds		10,281,666
- Common stock		5,755,034
- Equities and equity funds		33,523,973
- Inflation hedging funds		4,298,700
Accounts payable		(690,064)
Other		54,614
Total Assets	\$61,920,948	\$58,114,391

* These figures are not available for the September 30, 2013 valuation.

Reconciliation of Membership Data

A. Active Members

1. Number Included in Last Valuation	47
2. New Members Included in Current Valuation	10
3. Non-Vested Employment Terminations	
4. Vested Employment Terminations	(9)
5. Service Retirements	
6. DROP Retirements	(1)
7. Disability Retirements	
8. Deaths	
9. Other (Transfer)	
10. Number Included in this Valuation	<u>47</u>

B. Terminated Vested Members

1. Number Included in Last Valuation	8
2. Additions from Active Members	9
3. Lump Sum Payments	
4. Payments Commenced	
5. Deaths	
6. Other	<u></u>
7. Number Included in this Valuation	17

C. Service Retirees, Disability Retirees and Beneficiaries

1. Number Included in Last Valuation	94
2. Additions from Active Members	1
3. Additions from Terminated Vested Members	
4. Removed (Deaths, Benefit Termination, Data Corrections)	
5. Added (Beneficiaries/Data Corrections)	
6. Number Included in this Valuation	<u>95</u>

SECTION III
FIREFIGHTERS REPORT

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
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 (a)	(5,221)	56,304	79,887	70	23,584	4,087	577
2013	(2,023)	56,007	82,218	68	26,211	3,671	714

(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:	2012	2013	2014	2015	2016	2017
A. Funding Value Beginning of Year	\$58,899,268	\$56,303,556				
B. Market Value End of Year	53,935,120	57,436,358				
C. Market Value Beginning of Year	50,211,355	53,935,120				
D. Non-Investment Net Cash Flow	(3,108,575)	(3,398,222)				
E. Investment Income						
E1. Market Total: B - C - D	6,832,340	6,899,460				
E2. Amount for Immediate Recognition at 7.5%	4,587,598	4,095,333				
E3. Amount for Phased-In Recognition: E1 - E2	2,244,742	2,804,127				
F. Phased-In Recognition of Investment Income						
F1. Current Year: 0.20 x E3	448,948	560,825				
F2. First Prior Year	(990,524)	448,948	\$ 560,825			
F3. Second Prior Year	(179,489)	(990,524)	448,948	\$ 560,825		
F4. Third Prior Year	(833,678)	(179,489)	(990,524)	448,948	\$ 560,825	
F5. Fourth Prior Year	(2,519,992)	(833,678)	(179,490)	(990,525)	448,950	\$ 560,827
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)	(4,074,735)	(993,918)	(160,241)	19,248	1,009,775	560,827
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	56,303,556	56,006,749				
I. Difference between Market & Funding Value	(2,368,436)	1,429,609				
J. Recognized Rate of Return	0.89%	5.68%				
K. Recognized Rate of Investment Expenses	0.24%	0.35%				

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, 2013@</u>	<u>September 30, 2012</u>
Cash		\$ 684,076
Accrued interest and dividends		0
Other receivables		7,407
Investments		
- US government securities		0
- Corporate bonds and notes		11,244,909
- Domestic fixed income funds		0
- Common stock		5,271,526
- Equity funds		17,637,945
- Real Asset funds		5,022,650
- Alternative investments		17,563,611
Accounts payable		(1,250,493) *
Other	<u> </u>	<u>(2,246,511) #</u>
Total Assets	\$57,436,358	\$53,935,120

* Includes DROP plan liabilities of \$274,326.

Share Account assets of \$2,458,457 were excluded.

@ These figures are not available for the September 30, 2013 valuation.

Reconciliation of Membership Data

A. Active Members

1. Number Included in Last Valuation	51
2. New Members Included in Current Valuation	8
3. Non-Vested Employment Terminations	
4. Vested Employment Terminations	(7)
5. Service Retirements	
6. DROP Retirements	(1)
7. Disability Retirements	(1)
8. Deaths	
9. Other (Transfer)	
10. Number Included in this Valuation	<u>50</u>

B. Terminated Vested Members

1. Number Included in Last Valuation	6
2. Additions from Active Members	7
3. Lump Sum Payments	
4. Payments Commenced	
5. Deaths	
6. Other	
7. Number Included in this Valuation	<u>13</u>

C. Service Retirees, Disability Retirees and Beneficiaries

1. Number Included in Last Valuation	94
2. Additions from Active Members	2
3. Additions from Terminated Vested Members	
4. Removed (Deaths, Benefit Termination, Data Corrections)	(2)
5. Added (Beneficiaries/Data Corrections)	<u>3</u>
6. Number Included in this Valuation	97

Town of Palm Beach Retirement System - General Employees

10 Year Projection

Year Ended 9/30	Active Count	Payroll	Benefit Payments	Actuarial Accrued Liability	Actuarial Value of Assets	Funded Ratio	Total Employer Contribution		
							Fiscal Year	% of Payroll	Dollar Amount
2013	156	\$ 9,498,699	\$ 5,382,985	\$ 86,848,902	\$ 70,591,771	81.3%	2015	18.56%	\$ 1,856,320
2014	156	9,871,428	5,507,389	88,607,754	73,121,332	82.5%	2016	18.22%	1,893,822
2015	156	10,265,377	5,869,074	89,842,329	75,596,452	84.1%	2017	17.56%	1,898,061
2016	156	10,662,800	6,042,302	90,998,344	79,203,989	87.0%	2018	16.41%	1,842,428
2017	156	11,077,014	6,247,136	92,038,454	81,784,011	88.9%	2019	15.84%	1,847,518
2018	156	11,457,983	6,448,361	92,952,380	83,620,057	90.0%	2020	15.63%	1,885,723
2019	156	11,856,236	6,614,185	93,770,826	85,411,616	91.1%	2021	15.45%	1,928,795
2020	156	12,304,473	6,755,253	94,519,033	87,192,889	92.2%	2022	15.34%	1,987,463
2021	156	12,688,367	6,986,036	95,097,833	88,893,546	93.5%	2023	15.26%	2,038,783
2022	156	13,157,130	7,225,610	95,490,202	90,518,094	94.8%	2024	15.21%	2,107,177
2023	156	13,599,397	7,371,996	95,780,501	92,187,501	96.2%	2025	15.17%	2,172,281

Uses 3.5% wage growth assumption.

We have reflected compliance with F.S. 112.64(5) in year ended 9/30/13.

We have not determined any additional possible impact due to F.S. 112.64(5).

Actuarial assumptions were those used for the 9/30/13 valuation.

The market value of assets as of 9/30/13 was used as the starting point for our projected asset values.

Future experience was assumed to be consistent with the actuarial assumptions. If experience differs from the actuarial assumptions, future results could be significantly different from the projected results above.

Town of Palm Beach Retirement System - Police Officers 10 Year Projection

Year Ended 9/30	Active Count	Payroll	Benefit Payments	Actuarial Accrued Liability	Actuarial Value of Assets	Funded Ratio	Total Employer Contribution		
							Fiscal Year	% of Payroll	Dollar Amount
2013	47	\$ 3,453,957	\$ 4,732,932	\$ 82,509,409	\$ 60,553,425	73.4%	2015	58.97%	\$ 2,144,661
2014	47	3,507,684	5,052,554	83,976,112	61,707,762	73.5%	2016	59.49%	2,197,227
2015	47	3,633,115	5,428,903	84,859,259	63,142,684	74.4%	2017	58.30%	2,230,274
2016	47	3,792,589	5,580,699	85,644,248	65,559,438	76.5%	2018	56.39%	2,251,896
2017	47	3,979,199	5,730,046	86,345,443	67,625,398	78.3%	2019	55.44%	2,322,894
2018	47	4,169,566	5,894,766	86,941,770	69,183,144	79.6%	2020	55.35%	2,430,071
2019	47	4,364,179	6,008,711	87,478,875	70,837,140	81.0%	2021	55.29%	2,540,737
2020	47	4,564,062	6,159,098	87,914,454	72,555,135	82.5%	2022	55.26%	2,655,663
2021	47	4,769,161	6,332,233	88,217,776	74,321,385	84.2%	2023	55.26%	2,775,003
2022	47	4,979,023	6,422,631	88,464,721	76,243,781	86.2%	2024	55.27%	2,897,638
2023	47	5,194,055	6,517,795	88,646,767	78,341,519	88.4%	2025	55.29%	3,023,874

Total employer contributions should not expect any reduction from Chapter 185 monies.

Uses 3.5% wage growth assumption.

We have reflected compliance with F.S. 112.64(5) in year ended 9/30/13.

We have not determined any additional possible impact due to F.S. 112.64(5).

Actuarial assumptions were those used for the 9/30/13 valuation.

The market value of assets as of 9/30/13 was used as the starting point for our projected asset values.

Future experience was assumed to be consistent with the actuarial assumptions. If experience differs from the actuarial assumptions, future results could be significantly different from the projected results above.

Town of Palm Beach Retirement System - Firefighters 10 Year Projection

Year Ended 9/30	Active Count	Payroll	Benefit Payments	Actuarial Accrued Liability	Actuarial Value of Assets	Funded Ratio	Total Employer Contribution		
							Fiscal Year	% of Payroll	Dollar Amount
2013	50	\$ 3,671,337	\$ 4,918,698	\$ 82,236,956	\$ 56,006,749	68.1%	2015	57.52%	\$ 2,223,585
2014	50	3,809,641	5,178,072	83,522,998	56,991,288	68.2%	2016	58.06%	2,329,011
2015	50	3,987,492	5,462,468	84,338,531	58,265,099	69.1%	2017	57.51%	2,414,647
2016	50	4,182,431	5,544,516	85,137,689	60,663,283	71.3%	2018	55.94%	2,463,552
2017	50	4,386,062	5,659,147	85,889,799	62,745,274	73.1%	2019	55.11%	2,545,164
2018	50	4,597,903	5,774,541	86,593,084	64,400,468	74.4%	2020	55.01%	2,663,250
2019	50	4,814,967	5,854,919	87,281,019	66,209,605	75.9%	2021	54.96%	2,786,446
2020	50	5,038,196	6,000,714	87,885,092	68,117,357	77.5%	2022	54.93%	2,914,038
2021	50	5,267,624	6,113,356	88,433,134	70,168,873	79.3%	2023	54.93%	3,046,736
2022	50	5,502,166	6,194,101	88,955,275	72,427,596	81.4%	2024	54.94%	3,182,972
2023	50	5,748,858	6,372,957	89,345,720	74,818,939	83.7%	2025	54.95%	3,326,288

Total employer contributions should not expect any reduction from Chapter 175 monies.

Uses 3.5% wage growth assumption.

We have reflected compliance with F.S. 112.64(5) in year ended 9/30/13.

We have not determined any additional possible impact due to F.S. 112.64(5).

Actuarial assumptions were those used for the 9/30/13 valuation.

The market value of assets as of 9/30/13 was used as the starting point for our projected asset values.

Future experience was assumed to be consistent with the actuarial assumptions. If experience differs from the actuarial assumptions, future results could be significantly different from the projected results above.

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Public Hearings

Agenda Title

RESOLUTION NO. 81-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Vacating and Abandoning a Portion of an Existing Public Utility Easement Within the Property Commonly Known as Lot 6 Ocean Lane, in the Town of Palm Beach, Florida.

Presenter

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

Supporting Documents

- [Memorandum dated May 30, 2014, from H. Paul Brazil, P.E., Director of Public Works](#)
- [Resolution No. 81-2014](#)
- [Notice To Owner](#)
- [Exhibit A](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 10, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: H. Paul Brazil, Director of Public Works

Re: Authorization to Vacate and Abandon a Portion of Existing Public Utility
Easement – Lot 6 Ocean Lane
Resolution No. 81-2014

Date: May 30, 2014

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 81-2014, authorizing the abandonment of a portion of the public utility easement located on Lot 6 Ocean Lane to allow construction of a new single family residence on Lots 5 and 6. If Town Council approves the abandonment of the utility easement, said approval should be with the condition that the owner shall pay all fees related to implementing the abandonment, including but not limited to recording fees.

GENERAL INFORMATION

In accordance with Town Code of Ordinances, Chapter 106, Article IV, the owner of the property has made application to abandon a portion of the public utility easement on Lot 6 – Ocean Lane. The easement to be abandoned is shown as Exhibit “A” to the proposed resolution. An application fee of \$1,000 was received with the application for abandonment.

All utilities have been contacted and have agreed to the abandonment as described. The only existing utility in the easement is providing service to this property and will be re-established without the need for a new easement.

Information packages were sent to the neighboring property owners within 300 feet of the easement to be abandoned. To date no responses have been received from the neighboring property owners. The abandonment request was also advertised prior to this Council meeting as required by Town Code.

No property is being gained by owner by virtue of the abandonment of the public utility easement, therefore a privilege fee is not applicable.

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.

Attachments

cc: Eric B. Brown, P.E., Assistant Director of Public Works
 William K. Francis, P.E., Town Engineer
 Martin Gauthier, P.E., Planning, Zoning & Building Project Engineer
 Allen Powery, Public Works Inspector

RESOLUTION NO. 81-2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, VACATING AND ABANDONING A PORTION OF AN EXISTING PUBLIC UTILITY EASEMENT WITHIN THE PROPERTY COMMONLY KNOWN AS LOT 6 OCEAN LANE, IN THE TOWN OF PALM BEACH, FLORIDA.

* * * * *

WHEREAS, the owner of the land hereinafter described has proposed the construction of a new single family residence on Lots 5 and 6 Ocean Lane; and

WHEREAS, it is necessary to abandon the certain portions of the public utility easements on Lot 6 Ocean Lane which will conflict with the construction of that new single family residence; and

WHEREAS, all utilities have agreed to the abandonment of the existing easement; and

WHEREAS, the Town Council of the Town of Palm Beach does hereby find and determine that the utility easement located on Lot 6, Ocean Lane as described below is no longer necessary and does not serve any public purpose nor is it necessary for public use.

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. That the easement described and illustrated on Exhibit A on Lot 6, Ocean Lane is hereby vacated and abandoned.

Section 3. The Town Clerk is hereby authorized to advertise and record the Resolution pursuant to law

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 10th day of June 2014.

Gail L. Coniglio, Mayor

Robert N. Wildrick, Town Council President

William J. Diamond, Council President Pro Tem

Richard M. Kleid, Town Council Member

ATTEST:

Michael J. Pucillo, Town Council Member

Susan A. Owens, MMC, Town Clerk

Penelope D. Townsend, Town Council Member

**NOTIFICATION TO PROPERTY OWNER
REGARDING TOWN OF PALM BEACH ABANDONMENT OF DEDICATED PUBLIC
PROPERTY (RIGHT-OF-WAY AND EASEMENTS)**

All property owners within a three hundred-foot radius of the subject property are hereby notified by mail of the proposed abandonment of the right-of-way, on the subject property.

This notice is being provided you in conjunction with the review by the Town Council of this matter.

Please be advised the Town Council will consider the following matter on June 10, 2014. The meeting will begin at 9:00 a.m. at the Council Chambers 360 S. County Road, P.O. Box 2029, Palm Beach, Florida 33480.

Subject Property Address: 5 and 6 Ocean Lane
 Palm Beach, FL

Applicant: 6 Ocean Lane, LLC

Project Description: Abandonment of a portion of existing Public Utility Easement

This notification is not to solicit your approval or disapproval. If you desire, you may file your comments in writing before the meetings or you may attend the meetings to speak on the matter. This application and plans are on file in the Public Works Department and are available for review Monday through Friday between 8:30 a.m. and 4:30 p.m.

If we can be of further assistance, please contact the Public Works Department at 561 838-5440.

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Flagler Memorial Bridge Project Update.

TIME CERTAIN: 11:00 AM

Presenter

Geoffrey Parker, New Millennium Engineering

Supporting Documents

- NONE

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Town Hall Square Project

TIME CERTAIN: 11:30 AM

a. Project Update.

b. Appeal of Landmarks Preservation Commission COA #016-2014, Town Hall Square Modifications, by Attorney Manuel Kushner representing Mr. Orator Woodward and the John L. Volk Foundation.

(Depending upon the action(s) taken under item XI.A.2.b immediately above, the Town Council may or may not consider items XI.A.2.c1., XI.A.2.c2., and XI.A.2.d. immediately below.)

c1. RESOLUTION NO. 84-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Construction Manager at Risk Contract to Burkhardt Construction, Inc., for the Town Hall Square Project, in the Amount of \$5,630,336.44.

c2. RESOLUTION NO. 89-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Alternative 1, Street Lighting Improvements, in the Amount of \$255,000 and Alternative 2, Central Fire Station Slab Replacement, in the Amount of \$45,500 to Burkhardt Construction, Inc., for the Town Hall Square Project, Increasing Resolution 84-2014 Construction Management Phase Budget to \$5,930,836.44.

d. RESOLUTION NO. 85-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Construction Phase Engineering Services to Kimley Horn & Associates, Inc., for the Town Hall Square Project, in the Amount of \$233,715.50 and Establishing a Construction Phase Engineering Services Budget of \$270,000.

Presenter

Peter B. Elwell, Town Manager

Supporting Documents

- [Memorandum dated June 5, 2014, from Peter B. Elwell, Town Manager](#)
- [Memorandum \(with attachments\) dated June 2, 2014, from John C. Randolph, Town Attorney](#)
- [Letter dated May 30, 2014, from Manuel Kushner](#)
- [Email dated May 20, 2014, from Lory Volk](#)
- [Email dated May 23, 2014, from Orator Woodward](#)
- [Email dated May 27, 2014, from Lory Volk](#)
- [Email dated May 29, 2014, from Elizabeth Dowdle](#)
- [Email dated June 4, 2014, from Ann Blades](#)
- [Memorandum dated May 28, 2014, from H. Paul Brazil, P.E., Director of Public Works](#)
- [GMP Summary](#)
- [Resolution No. 84-2014](#)
- [Resolution No. 89-2014](#)
- [Memorandum dated May 28, 2014, from H. Paul Brazil, P.E., Director of Public Works](#)
- [Resolution No. 85-2014](#)
- [d. Kimley-Horn Proposal](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 10, 2014

To: Mayor and Town Council

From: Peter B. Elwell, Town Manager

Re: Town Hall Square Project

Date: June 5, 2014

STAFF RECOMMENDATION

I recommend that Town Council take the following actions:

1. Remand the project back to the Landmarks Preservation Commission (LPC) to be heard de novo.
2. Authorize the Town staff (and design consultants) to submit a new application for review at the July 21 LPC meeting.
3. Direct the Town staff (and design consultants) to ensure that the new application is sufficiently thorough and detailed to fully address, in the opinion of the Town staff (and design consultants), the concerns raised in the May 30 appeal of the May 21 LPC actions.
4. Direct the Town staff (and design consultants) to include in the new application an explicit statement of the Town's intent to follow the recommendations of the November 20, 2012, report from Conservation Solutions, Inc., in the restoration/reconstruction of Memorial Fountain.
5. Direct the Town staff (and design consultants) to ensure that the new application reflects in all other respects the prior direction of Town Council regarding the many components of this project.
6. Authorize the Town staff (and design consultants) to submit application(s) for Town Council zoning review of this project.

GENERAL INFORMATION

Recent events regarding this project have resulted in a great deal of confusion and some level of dispute regarding both substantive and procedural aspects of the project. The purpose of my recommendations above is to restore clarity to the Town's intent and to ensure a full, fair, and

transparent review of the project for final decision making at both the LPC and Town Council levels. In the paragraphs below, I express why I believe Town Council should approve each of my 6 recommendations on this matter.

Remand to LPC

My reasons for this recommendation are set forth in Town Attorney Randolph's memorandum dated June 2, 2014, which is included in the backup for this item.

New Application

For the de novo review at the LPC, I believe it is important for the Town to file a new application. This way, we can ensure that the Town's intent is clear and complete, expressed in a single application package. I am concerned that if we approach this as a modification of the prior application, there will be room for confusion regarding the Town's intent and for dispute regarding the modifications' impact(s) on the original application.

Appellants' Concerns

The preparation and submittal of a new application will enable the Town staff (and design consultants) to ensure that the Town's application addresses concerns raised in the appeal. As expressed in the Town Attorney's memorandum, we do not believe that all of those concerns are valid impediments to the successful implementation of this project, but we believe it is an appropriate demonstration of transparency and good faith for the Town to include relevant responsive information in the new application.

Conservation Solutions' Recommendations

In deference to the concerns of Town residents and in compliance with the preference of the State of Florida's Division of Historical Resources (who will be administering the State grant of between \$350,000 and \$700,000 for this project), I believe the Town should adhere to the advice of the experts whom we hired to advise us about the physical condition and restoration of the fountain.

Prior Town Council Direction

The Town Council's prior decisions (made after lengthy consideration in several public meetings) must be respected or our attempt to bring clarity to this matter will instead bring more confusion. Staff understands that some residents passionately disagree with the actions taken to date. Nevertheless, they are the actions taken to date. Residents who prefer a different scope or direction for this project can express themselves in the de novo LPC proceedings and in the subsequent Town Council consideration of this matter. Staff will make no substantive modifications to the plans for this project except as may be directed by Town Council, and the only such modification we are recommending at this time is the item immediately above regarding the Conservation Solutions report.

Zoning Review

This is another area of ambiguity. It is not clear that zoning review is required for this project. Nevertheless, we believe the best course of action is to invest the time and effort necessary to provide formal zoning review so that there will be no real or perceived omissions in the Town's review process.

CONCLUSION

If the Town Council authorizes that we proceed as described in this memorandum, Town staff believes that no further consideration of this matter will be required at the June 10 Town Council meeting. The appeal will be moot and the project related resolutions will be premature. We would expect the next public review of the project to occur at the LPC meeting on July 21. If the LPC approves a Certificate of Appropriateness for the project that day, then the zoning review and the implementing resolutions will be scheduled for consideration on August 13.

PBE:

cc: John C. Randolph, Town Attorney
Thomas G. Bradford, Deputy Town Manager
H. Paul Brazil, Director of Public Works
John S. Page, Director of Planning, Zoning, and Building
Jane Struder, Director of Finance

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 11, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: John C. Randolph, Town Attorney

Re: Landmarks Preservation Commission Appeal
Certificate of Appropriateness (COA) #016-2014
Town Hall Square Modifications

Date: June 2, 2014

STAFF RECOMMENDATION

It is recommended, in light of the appeal of COA #016-2014 and the confusion regarding whether the action of the Landmarks Preservation Commission was intended to be final action, that the Council remand this matter back to the Landmarks Preservation Commission for final consideration.

GENERAL INFORMATION

In regard to the appeal of approval of Certificate of Appropriateness #016-2014, please be advised as follows.

As represented in a letter from Bill Cooley, the Chairman of the Landmarks Preservation Commission (copy attached), there is some confusion as to whether or not the action taken by the LPC in regard to COA #016-2014 was a final action, as opposed to an informal recommendation. That issue is addressed in the appeal at item III where the Appellant expresses the following:

“Town Council President Robert Wildrick appeared in the meeting room during the hearing and addressed the LPC as President of the Town Council. Mr. Wildrick stated that the Application should be heard in what he referred to as “memo” form (“informal review”), rather than formal review. It was discussed that no vote would be taken at this meeting, but that since many people have come to testify and present argument, the information would be received, but that formal approval would be set on the next available LPC calendar. Nevertheless, after these guidelines were explained and confirmed, and after many people had already left the meeting room in reliance upon the LPC’s representation that this was not to be a formal review, the LPC proceeded to issue what we believe to be a formal ruling on the application.”

Although I was not present at the meeting, I conferred with Mr. Wildrick in regard to this matter and he stated it was his opinion that the LPC was going to hear this matter on an informal basis at the meeting. He left before the vote was taken so he could not speak, specifically, to what had happened after that, but it was his view, when he left, that no formal vote would be taken on the Application for Certificate of Appropriateness. Whether it is accurate that people left the room in reliance upon the allegation that formal approval would be set on the next available LPC calendar, I do not know, nor does the record reflect that fact.¹ John Page, has, on the attached exhibit, listed relevant quotations from the meeting subsequent to the discussion relating to informal review and, in speaking to him, I believe it is his opinion that the LPC, when it voted, felt it was casting a formal vote on the various elements of the Application for Certificate of Appropriateness. Whether it did or not is apparently the subject of some disagreement.

Regardless of the apparent confusion over whether the LPC was reviewing the application informally or formally, it is clear, that the entire Application for Certificate of Appropriateness was not finally approved as the parking element was deferred until the next meeting of the LPC in June. On that basis alone, it may be advisable for Council to remand this matter to the LPC to have it act on the full Application.

The appeal further alleges that the Application to the LPC was facially incomplete and insufficient and lists the specific elements which the Appellants feel are facial deficiencies. John Page has addressed each and every one of those items in his memo attached hereto and staff and I have concluded that the alleged deficiencies are not fatal to the Application. Separate and apart from those specific allegations, the Appellants allege in item I of their appeal that the Application for Certificate of Appropriateness was untimely filed as "the filing deadline for an application is thirty days prior to the meeting date." Further there is a requirement that mini sets of reduced plans and modifications to the Application are to be submitted to the Town no later than one week prior to the meeting. It is my understanding that the Application was filed well in advance of the thirty days required prior to the meeting date. Indeed, the plans were on file with the Town, although not date stamped, on March 7, 2014. A copy of that application is attached. According to Cindy Delp, notice of the application, as required by code, was sent out to the property owners on that date or the next. A revised version of the Application was filed on April 10, 2014, which revised version was noticed to property owners on or about April 30, 2014. Copies of those notices are attached. In addition to these notices, legal advertisements for these applications were published on April 1, 2014 and May 1, 2014. (See attached.) The referenced advertisements do provide as follows:

"Please be advised that the plans can be revised and resubmitted to the Department up to one week prior to the scheduled Landmarks Preservation Commission meeting. Therefore, if you are an interested party in the application, you will need to contact the Town, using the information below, to verify if revisions have or have not been submitted."

¹ Appellants' attorney, Mr. Kushner, however, has advised me by phone that he left the meeting relying upon his understanding that this was to be an informal review.

I am advised that modifications were made to the plans which were not filed within seven days in advance of the meeting, but were filed as soon as timely possible subsequent to the Town Council's action on Wednesday, May 14, 2014 to submit this matter to the LPC at its next meeting on May 14, 2014. It is my understanding that this seven day guideline has been waived by staff in the past when there has been good cause for such waiver. The Appellants, however, make a reasonable argument based on the notification that they had the right to be notified one week prior to the scheduled meeting of these changes.

The Appellants have raised additional issues which may or may not have validity in the eyes of the Council.

Whether Appellants' allegations on appeal have merit or not, the fact is that in the event the appeal is denied, the Appellants have the opportunity to file a Petition for Writ of Certiorari before the Palm Beach County Circuit Court to have the Court consider the matter. In an effort to avoid unnecessary litigation and delays, the Council has the opportunity to correct most, if not all, of the alleged deficiencies prior to a subsequent meeting of the LPC at which the LPC would give consideration to the final element of the Application for Certificate of Appropriateness, i.e., the parking element.

It is recommended, therefore, under the circumstances, in light of the appeal, that the Town remand this matter back to the LPC for it to complete its review and take final action on the Certificate of Appropriateness. During the interim period of time the staff would have the opportunity to address most, if not all, of the points made on appeal including, but not limited to, the allegation of an untimely submission, the alleged insufficiency of the Application and the inclusion in the record of any prior communications relating to the Application.

This course of action, of course, will not necessarily avoid a subsequent appeal of the LPC's action by those who may feel aggrieved by such action, but it will provide an opportunity to address many, if not most, of the matters alleged in the appeal and provide an opportunity for staff to address same.

ATTACHMENTS

Email from William Cooley dated May 23, 2014
LPC May 21, 2014 Audio Highlights as Identified by John Page
Staff Response to COA #016-2014 – Prepared by John Page
Application for Certificate of Appropriateness - Town Hall Historic District
Notification to Surrounding Properties – LPC Meeting on April 16, 2014
Notification to Surrounding Properties – LPC Meeting on May 21, 2014
Public Notice Published April 1, 2014
Public Notice Published May 1, 2014

cc: John S. Page, Director of Planning, Zoning and Building
John Lindgren, Planning Administrator

Natias, Sally

From: William Cooley <cool3003@bellsouth.net>
Sent: Friday, May 23, 2014 9:13 AM
To: JPage@TownofPalmBeach.com; Robert Wildrick; Randolph, John C
Cc: 'orator woodward'; lory volk; tomcc.scanfax@gmail.com
Subject: Memo Hearing on Town Historic District

JP,

I have had several telephone inquiries from residents about the "memo hearing" that was held on Wednesday. Unless my memory is wrong, Council President Wildrick asked that we go ahead with the "memo" meeting and allow those in attendance to present their case. There was a list of issues regarding the Incomplete application that was read into the record and presented to the Commission. Included in those deficiencies was the assertion that the revised Certificate of Appropriateness application was 1) not submitted timely as required by Town rules; and, 2) was incomplete for several reasons including that the Commission was not provided with information it would receive if and when the applicant was a private party and not the Town (such as the Material Removal Plan that would have shown what portions of the fountain [if not all] were to be demolished) (we were provided with the Material Removal plan showing what flat work slabs were being changed, etc.). I believe Gene Pandula referred to this type of hearing as an "informal review".

Then we voted on the various items to get a sense of the commission so the Town Council would have an idea of where the Commission stood on the various parts of the project. The sense of the Commission was to proceed with the fountain as presented by a 6 to 1 vote; to proceed with the staircase as presented by a 4 to 3 vote, and to wait for further information on the parking and traffic plan for a subsequent meeting. The final hearing for this matter, being next month, would also would accommodate Vice Chairman Zukov's request to hold the matter over until the next meeting. Additionally, this "memo" vote would assist Paul Brazil in gathering his cost estimates for the Town Council.

I also understand that members of the public are considering appealing the decision of the Commission but I don't believe their appeals would be timely as a final vote had not been taken on the issues.

I just wanted to make sure that there was no confusion about this and that this entire matter would appear on the next agenda. And that those residents considering appeals would be told that the matter was not finally acted upon so their appeal, at this moment in time, would not be timely. In my (non-legal) opinion the council would have no choice but

to send the matter back to the Commission upon appeal because the application was facially deficient and the revisions were not submitted timely.

I am sending this email to you, to Mr. Elwell, to Council President Wildrick, Mr. Randolph, and to Mr. Woodward, Mrs. Volk and Mr. McCarthy, as I understand from others that one or more of these good folks are considering appeals and it would seem to be a waste of everybody's time, and Town Staff time, to have everybody go through the appeal applications and to hear all these appeals, if they are not timely.

Mr. Randolph, if you would comment on this it would be appreciated.

**William Cooley, Chairman
Landmarks Preservation Commission**

LANDMARKS PRESERVATION COMMISSION

May 21, 2014

Audio highlights as identified by John Page

Audio from the entire Landmarks Preservation Commission is available on-line at the Town's web site. Discussion about proposed Town Hall Square modifications lasted approximately four hours. I have identified the following excerpts from the meeting in order to direct attention to key moments during the hearing. The speaker is identified, along with a "time stamp" that can be used to locate the audio, and a very brief description of the comment(s) that were made

<u>Speaker / Time Stamp</u>	<u>Comment(s)</u>
Volk 35:35	Application deficiencies exist...project should not be heard today
Cooley 42:00	Expresses doubt about continuing today.
JP 42:30	Reads complete Project Description from Application. Indicates proper notice given and TC direction given.
44:20	Suggests LPC proceed immediately. Project can return next month if Town Attorney determines that deficiencies existed.
Cooney 49:25	LPC should proceed today.
Cooley 52:00	Advocates for a one month delay.
JP 1:07:00	In response to questions, confirms "Replacement Plan" was submitted with 99 photos.
Cooley 1:07:30	Deficiencies concern. Should be held over one month.
Gannon 1:08:50	Hear it immediately.
Cooley 1:09:30	Called on opposing attorney to opine on deficiencies.
Silvin 1:11:20	Wait one month.
Wildrick 1:15:09	Move the process along by hearing it on a "Memo Basis."

Cooley 1:16:08	OK, we will proceed on a Memo Basis.
Gannon 3:28:30	Question to JP....can we proceed forward today?
JP 3:28:30	Reads "TC Action" from 5/14/14..."Staff was directed to proceed with the fountain portion of the project as expeditiously as possible and to take the Marsh-Sanchez plan before the LPC for their approval." Suggests that the LPC could bifurcate the project and act on the fountain portion right away.
Gannon 3:29:30	LPC should do as much as it can today.
Cooley 3:51:00	Would like to see the fountain portion approved for renovation and let that go forward and the rest of it layed over one month.
Gannon 3:51:45	Favors moving forward.
Albarran 3:52:40	Agrees with Tim Gannon.
Cooley 3:59:20	Would entertain a motion that we proceed with the fountain portion as expeditiously as possible and lay over other portions.
Cooney 4:04:50	MOTION: Recreate the fountain. Vote passes 6-1.
Gannon 4:06:10	MOTION: Approve stairs per the Marsh/Sanchez plan.
4:19:40	Vote passes 4-3.
Gannon 4:21:00	MOTION: Approve remainder of project except parking.
4:24:30	Vote passes 4-3.
4:26:55	MOTION: Defer parking for one month. Passes unanimously.

**STAFF RESPONSE TO COA #016-2014
Town Hall Square Modifications
Application Deficiencies as Identified by Lory Volk**

The staff responses below were prepared by John Page

The May 21, 2014 Landmarks Preservation Commission Agenda included a Public Hearing to consider various improvements to Memorial Park and surrounding public right-of-way. Lory Volk attended the meeting and addressed the Commission, explaining that the application should not be heard because of application deficiencies. Staff responses to the alleged deficiencies follow (Volk objections appear in bold face):

Where is the time stamp of the receipt of this two page COA application? Where is the COA #?

PZB Staff, in years past, routinely stamped hard-copy applications as they were received. The Town transitioned from hard-copy submittals to digital submissions in 2010 in conjunction with Town Hall remodeling changes (in large part for improved presentation to the public). Staff has no means of time stamping discs (they are loaded at time of submittal), nor is there a requirement for such a time stamp. The COA # appears on the face of the May 21, 2014 Landmarks Preservation Commission Agenda.

Address of property: Did Council realize that area of changes to be made extended one block south of the fountain area (to Chilean)?

Council members are keenly aware of the project scope. Council, at its 5/14/14 meeting, directed that the "Marsh/Sanchez" Plan be submitted to the Landmarks Preservation Commission as soon as possible. The COA Application contains the following address: "Town Hall Historic District, South County Roadway from Brazilian Avenue to Chilean Avenue."

Plan keeps on being referred to as the Marsh/Sanchez Plan, but the architectural plans are only signed by Kimley-Horn and SMI Landscape Architecture. There is no firm legally called Sanchez & Maddux, Inc. FYI: (There was a name change from Sanchez & Maddux to SMI Landscape Architecture, Inc. on 3/10/2014).

The Town has utilized "outside professionals" to assist with plan preparation, and is satisfied with their credentials. A name change from Sanchez & Maddux to SMI Landscape Architecture

was only recently completed. Correspondence and plans may contain different names depending upon the date prepared. Staff is satisfied that the spirit of application requirements has been met.

Type of Project. Additions are being made to the historic structure. There will be extensive demolition to the site. These two project types have not been checked off. Is more than 51% of the site going to be demolished? Where is the legal description of the site?

The COA Application Form, Type of Project, contains 12 multiple choice boxes that best describe the project. Applicant checked boxes titled: Restoration, Reconstruction, and Landscape/hardscape (but not Addition to historic structure or demolition) Staff is satisfied that the checked boxes, along with the DESCRIPTION OF PROJECT, clearly communicate all intended changes. See next deficiency note.

Far less than 51% of the total project area will be demolished. There is no requirement for a legal description.

Description of Project. No text describes the specifics of the reconfiguration of existing parking spaces and the creation of 22 parking spaces.

The Project Description, perhaps the most critical element of the Application explaining the nature of intended changes, reads as follows: "Project includes renovations to the Town Hall Historic District, all areas between building face of properties fronting North and South County from Brazilian Avenue and Chilean Avenue. Proposed improvements include: new sidewalks, new street tree plantings, reconstruction of Memorial Fountain, new plantings in Memorial Fountain area, addition of steps at rear of Memorial Fountain, new park to the south of fountain, addition of parking and changes to travel lanes within district, additional crosswalks, updated lighting, and associated drainage and utility modification." Staff believes this thorough description sufficiently identifies intended changes. Parking changes were clearly illustrated upon submission documents and the Town's selected architectural and engineering representatives were present at the 5/21/14 hearing to fully describe intended changes.

Submission Material. There are blank boxes intended to serve as a check list for submitted materials: No boxes are checked. Why not? A "Materials Removal Plan" is required which is titled "Material Removal Plan" and must delineate any and all materials that are to be removed or relocated in the construction process. Where is this vital drawing since it is needed to identify the scope of the work to be demolished and removed?

The COA Application contains a list of submittal materials (in the form of boxes) titled "EXAMPLES OF SUBMISSION MATERIALS: SUBMIT THOSE WHICH ARE

APPROPRIATE FOR YOUR SPECIFIC PROJECT.” There is no instruction requiring that any box(s) be checked.

Among this list of submission material examples, is a “Material Removal Plan” including an instruction for using that title. A “Replacement Plan” was submitted as part of the digital “Record File” containing 99 photographs of the fountain, with a description of intended change for each of the photos. Staff was satisfied that the spirit of the application requirement was met.

As an aside, it is important to note that a detailed Conditions Survey and Preservation Recommendations Report was prepared by Conservations Solutions Inc (CSI) for Mark Marsh in November of 2012. It was distributed via email to Commissioners prior to the 5/21/14 meeting. It contains a detailed analysis of the fountain (including a wet chemical analysis, a petrographic analysis, and an x-ray diffraction analysis). The Report contains specific recommendations regarding the fountain’s basin, hippocamps and stem, large lower bowl, upper bowl and stems, cast stone, and structure.

Page 6 “Procedure for electronic submission/presentation documents. Record Folder – was one created and does it contain the required documents as listed? Where is the correspondence received with reference to this project including associative correspondence (i.e., FDOT, traffic reports, parking study)?

Staff did receive a digital Record File and determined that the application was sufficiently complete for Commission review. No FDOT correspondence or parking studies were included. The Town’s Public Works Director and engineering consultant were present at the meeting to address intended parking and traffic circulation changes.

PRESENTATION: No later than 7 days prior to the meeting – submit. Was a revised application submitted on 5/16/2014? If so, this would have been after the required deadline. The responsibility for a complete presentation rests with the applicant.

The Town Council made a final decision about the specific plan it intended to implement at a public meeting on Wednesday, May 14, 2014, exactly one week prior to the scheduled Landmarks Preservation Commission meeting. This was clearly a priority project. It is staff policy, not a Code requirement, that plans be submitted at least one week prior to LPC meetings. Given the tight timeframe, Staff allowed revisions to the application to be submitted following the Council’s decision to proceed forward on 5/14/14. Staff does not believe that this accommodation rises to a “deficiency.”

PRESENTATION DISC. The presentation disc shall be submitted in pdf, Power Point, or mix of both) and shall be submitted to the Town no later than one week prior to the meeting date.

See response immediately above.

Any materials that are to be removed or relocated shall be delineated and noted on the materials removal plan page, which must be included in the plan set.

See earlier staff response regarding "Replacement Plan" digital submittal.

Application and Plans providing incomplete or incorrect information will be deferred to the following month.

This verbiage appears on application instructions. Staff believes that the application materials were sufficiently complete for hearing on May 21, 2014.

"Where is the delineations of items to be removed on the Material Removal Board?"

See earlier response.... A "Replacement Plan" was submitted as part of the digital "Record File" containing 99 photographs of the fountain, with a description of intended change for each of the photos. The CSI report titled Conditions Survey and Preservation Recommendations provides additional structural details regarding the fountain.

There was a submission with 15 drawings:

Six drawings signed by Kimely-Horn and Associates (and submitted prior to May 16th) are titled "Legacy Project prepared for the Town of Palm Beach." One drawing signed by Kimely-Horn is titled "Town Hall Historic District – Stair Plan." Seven drawings that are jointly signed by SMI and Kimley-Horn are titled "Town Hall Historic District." Two topographical maps created by Wallace Surveying, dated 11/16/12.

Different professionals working on the project used different title blocks. They all used the same COA number.

There were revisions made to the application but they were not submitted until May 16th which is less than a week before the hearing.

See earlier response regarding the Council's decision to proceed exactly one week prior to the Landmarks meeting.

Of the revised drawings (24 pages) that were submitted on May 16th, six are titled: "Legacy Project prepared for the Town of Palm Beach" and are signed by Kimley-Horn. One is titled: "Town Hall Historic District" (Stair Plan) and is signed by Kimley-Horn. 15 are titled: "Town Hall Square Streetscape and Infrastructure Improvement Project – prepared for the Town of Palm Beach and are signed by Kimely-Horn and SMI. Two topographical maps created by Wallace Surveying, dated 11/16/2012. Why has this now morphed into a Infrastructure Improvement Project?

The complete array of improvements do constitute as infrastructure improvements. They have been thoroughly vetted by the Town Council.

Why weren't the photos part of the original submittal? Their inclusion is a minor change, they are critical to the understanding of the scope of the project.

See earlier response. .. A "Replacement Plan" was submitted as part of the digital "Record File" containing 99 photographs of the fountain. with a description of intended change for each of the photos.

In addition to the existing stairs which are going to be demolished, where is the itemization of everything else that is going to be demolished or removed? (That was supposed to be listed on a Material Removal Plan as required within the application guidelines.)

See earlier response.... A "Replacement Plan" was submitted as part of the digital "Record File" containing 99 photographs of the fountain, with a description of intended change for each of the photos. The CSI Report also contains very detailed information about fountain conditions, including recommendations for restoration/replication.

**TOWN OF PALM BEACH
LANDMARKS PRESERVATION COMMISSION
360 South County Road, Palm Beach, FL 33480**

(561) 227-6414 for John Lindgren, Planning Administrator
(561) 227-6408 for Cindy Delp, Secretary for the Landmarks Preservation Commission

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

ADDRESS OF PROPERTY: Town Hall Historic District, South County Roadway from Brazilian Avenue to Chilean Avenue

OWNER OF PROPERTY: Town of Palm Beach, PO Box 2029, Palm Beach, FL 33480

APPLICANT'S NAME: Paul Brazil, Director of Public Works

ARCHITECT FOR PROJECT:

SMI Landscape Architecture, Inc.
Brian Vertesch, Landscape Architect
140 Royal Palm Way, Suite 206
Palm Beach, FL 33480
(Phone) 561-655-9006 (E-Mail) brian@smila.net

- ☐ Check this box if you are an LPC member, and this project will result in a Voting Conflict for you.

<u>TYPE OF PROJECT:</u>	☒ Restoration	☐ Demolition (Interior)
	☐ Rehabilitation	☐ Demolition (Exterior)
	☒ Reconstruction	☐ Sign
	☐ Addition to historic structure	☐ Awning
	☐ New Accessory Structure	☐ Exterior Color Change
	☒ Landscape/hardscape	
	☐ Other _____	

Is this a tax abatement project? (Must check one) Yes _____ Or No X
TAX EXEMPTION PROJECTS: PART I-PRECONSTRUCTION APPLICATION MUST BE SUBMITTED AS PART OF THIS APPLICATION (Contact cdelp@townofpalmbeach.com for tax abatement forms)

Does this project require a Town Council approval? (Must check one) Yes X Or No _____

DESCRIPTION OF PROJECT: (Please give a comprehensive description of the project which fully describes the changes to the landmarked building and/or landmarked property. Attach additional sheet if necessary.)

Project includes renovations to the Town Hall Historic District, all areas between building face of properties fronting North and South County from Brazilian Avenue and Chilean Avenue. Proposed improvements include: new sidewalks, new street tree plantings, reconstruction of Memorial Fountain, new plantings in Memorial Fountain area, addition of steps at rear of

Memorial Fountain, new park to the south of fountain, addition of parking and changes to travel lanes within district, additional crosswalks, updated lighting, and associated drainage and utility modification.

EXAMPLES OF SUBMISSION MATERIALS: SUBMIT THOSE WHICH ARE APPROPRIATE FOR YOUR SPECIFIC PROJECT.

**** (Please note that effective June 21, 2010, electronic submission is required. Please follow electronic submission instructions included in this application)****

- ☐ Site Calculations (to be printed on Site Plan)
- ☐ Site Plan (must show any and all adjacent right-of-way)
- ☐ **Materials Removal Plan** (must delineate any and all materials that are to be removed or relocated in the construction process). This drawing shall be titled "Materials Removal Plan." If no original materials are scheduled to be removed or relocated, it shall be so noted on the floor plans.
- ☐ Survey (for new construction/additions, site changes, etc.)
- ☐ Existing and Proposed Elevations (on same page)
- ☐ Details such as columns, railings, awnings, signs, etc. drawn to scale
- ☐ Floor plans
- ☐ Photographs, Original and/or Existing
- ☐ Color Samples and/or Fabric Samples
- ☐ Other
- ☐ **NOTE: 14 Mini-Sets of Reduced Plans (paper copies) are to be submitted to the Town no later than 1 week prior to the meeting.**

The undersigned hereby certifies that the project described in this application, and as detailed by plans and other materials submitted, will be constructed in exact accordance with the aforesaid plans and specifications.

Signed by: H. P. Brezic
(Property owner)

Printed name: H. P. Brezic, P.E.
Director of Public Works

OR _____
(Owner's Legally Authorized Agent*)
Printed Name: _____

***If signed by a Legally Authorized Agent, must be accompanied by a Power of Attorney or statement from property owner authorizing the signer to sign on owner's behalf.**

**NOTIFICATION TO SURROUNDING PROPERTIES OF APPLICATION FOR
CERTIFICATE OF APPROPRIATENESS**

LANDMARKS PRESERVATION PROGRAM

Notice is hereby provided to all property owners within 250' of the subject property listed below that a public hearing will be held by the Landmarks Preservation Commission on April 16, 2014, on or after 9:30 a.m. to consider an application for a Certificate of Appropriateness for the following described real property. The meeting will be held **IN THE TOWN COUNCIL CHAMBERS, 2ND FLOOR, TOWN HALL, 360 SOUTH COUNTY ROAD, PALM BEACH.**

Subject property address: Town Hall Historic District, South County Roadway from Brazilian Avenue to Chilean Avenue

Owner: Town of Palm Beach

Applicant: Sanchez & Maddux, Inc.

Request approval of: Project includes renovations to the Town Hall Historic District, all areas between building face of properties fronting North and South County from Brazilian Avenue and Chilean Avenue. Proposed improvements include: new sidewalks, new street tree plantings, reconstruction of Memorial Fountain, new plantings in Memorial Fountain area, addition of steps at rear of Memorial Fountain, new park to the south of fountain, addition of parking and changes to travel lanes within district, additional crosswalks, updated lighting, and associated drainage and utility modification.

All interested persons may appear and be heard at said public hearing and may likewise submit written statements prior to and at said public hearing. The application for Certificate of Appropriateness and exhibits, such as plans and other supporting documentation, are available for inspection at the Town's Planning, Zoning & Building Department, 360 S. County Road, weekdays between the hours of 8:30 a.m. and 4:30 p.m. Please be advised that the plans can be revised and resubmitted to the Department up to one week prior to the scheduled Landmarks Preservation Commission meeting. Therefore, if you are an interested party in the application, you will need to contact the Town, using the information below, to verify if revisions have or have not been submitted.

If any person decides to appeal any decision made by the Landmarks Preservation Commission related to this matter, he/she will need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based.

If we can be of further assistance relative to this matter, please contact John Lindgren, Planning Administrator at 227-6414 or Cindy Delp, Office Manager at 227-6408.

Sincerely,

John S. Page
Director of Planning, Zoning and Building

Revised 9/19/2013

**NOTIFICATION TO SURROUNDING PROPERTIES OF APPLICATION FOR
CERTIFICATE OF APPROPRIATENESS**

LANDMARKS PRESERVATION PROGRAM

Notice is hereby provided to all property owners within 250' of the subject property listed below that a public hearing will be held by the Landmarks Preservation Commission on May 21, 2014, on or after 9:30 a.m. to consider an application for a Certificate of Appropriateness for the following described real property. The meeting will be held **IN THE TOWN COUNCIL CHAMBERS, 2ND FLOOR, TOWN HALL, 360 SOUTH COUNTY ROAD, PALM BEACH.**

Subject property address: Town Hall Historic District, South County Roadway from Brazilian Avenue to Chilean Avenue

Owner: Town of Palm Beach

Applicant: SMI Landscape Architecture, Inc.

Request approval of: Project includes renovations to the Town Hall Historic District, all areas between building face of properties fronting North and South County from Brazilian Avenue and Chilean Avenue. Proposed improvements include; new sidewalks, new street tree plantings, reconstruction of Memorial Fountain, new plantings in Memorial Fountain area, addition of steps at rear of Memorial Fountain, new park to the south of fountain, addition of parking and changes to travel lanes within district, additional crosswalks, updated lighting, and associated drainage and utility modification.

All interested persons may appear and be heard at said public hearing and may likewise submit written statements prior to and at said public hearing. The application for Certificate of Appropriateness and exhibits, such as plans and other supporting documentation, are available for inspection at the Town's Planning, Zoning & Building Department, 360 S. County Road, weekdays between the hours of 8:30 a.m. and 4:30 p.m. Please be advised that the plans can be revised and resubmitted to the Department up to one week prior to the scheduled Landmarks Preservation Commission meeting. Therefore, if you are an interested party in the application, you will need to contact the Town, using the information below, to verify if revisions have or have not been submitted.

If any person decides to appeal any decision made by the Landmarks Preservation Commission related to this matter, he/she will need to ensure that a verbatim record of the proceeding is made which record includes the testimony and evidence upon which the appeal is to be based.

If we can be of further assistance relative to this matter, please contact John Lindgren, Planning Administrator at 227-6414 or Cindy Delp, Office Manager at 227-6408.

Sincerely,

John S. Page
Director of Planning, Zoning and Building

JSP/cmd

Revised 9/19/2013

PUBLIC NOTICE NO.

Is hereby given that the LANDMARKS PRESERVATION COMMISSION of the Town of Palm Beach will meet on WEDNESDAY, April 16, 2014 in the Town Council Chambers, 2nd Floor, Town Hall, 360 South County Road, Palm Beach at 9:30 a.m. The following are the applications for Certificate of Appropriateness which will be reviewed during that meeting:

1 S. County Road Owner/Applicant: The Breakers Palm Beach Inc. Request approval for restoration and exterior demolition which is further described as: This project consists of the replacement of 75 balconies on the North Oceanfront Tower. These balconies were originally built in 1969 when the North Ocean front Tower was constructed. The balconies have an oceanfront exposure which has caused the need for some concrete restoration and replacement work. 75 balconies that are on the North, East and South Elevations will be demolished and replaced to look like existing. The railings and sliding glass doors of these units will all be replaced as well to meet current codes. Other associated changes as presented.

Town Hall Square Historic District, South County Roadway from Brazilian Avenue to Chilean Avenue
Owner/Applicant: Town of Palm Beach Request approval for restoration, reconstruction and landscape/hardscape which is further described as: Project includes renovations to the Town Hall Square Historic District, all areas between building face of properties fronting North and South County from Brazilian Avenue and Chilean Avenue. Proposed improvements include: New sidewalks, new street tree plantings, reconstruction of Memorial Fountain, new plantings in Memorial Fountain area, addition of steps at rear of Memorial Fountain, new park to the south of fountain, addition of parking and changes to travel lanes within district, additional crosswalks, updated lighting, and associated drainage and utility modification. Other associated changes as presented.

456 Worth Avenue Owner/Applicant: 456 WA, LLC Request approval for restoration, rehabilitation, and reconstruction which is further described as: Replacement and addition of new metal work to the exterior that includes balcony railings, awning supports, gates and decorative elements. Other associated changes as presented.

181 Clarendon Avenue Owner/Applicant: 11 Vita Serena, LLC Request approval of rehabilitation and landscape/hardscape which is further described as: At second floor master bedroom terrace, revise solid railing to cast stone balustrade; Install 6 ft. high stucco site wall at south property line; At south lawn, remove existing swimming pool and deck and install new swimming pool and revised deck. Other associated changes as presented.

10 Golfview Road Owner/Applicant: William E. James TR TITL HLDR Request approval for reconstruction and window and door replacement which is further described as: Replacement of existing windows and doors. Removal of cast stone Corinthian columns from 1992 addition. Install pilaster columns and cypress brackets at loggia and raise loggia floor. Other associated changes as presented.

All persons interested may appear and be heard at said Public Hearing and may likewise submit written statements prior to and at said Public Hearing. These applications and plans are on file in the Planning, Zoning & Building Department, 360 South County Road, Palm Beach, and are available for view between 8:30 a.m. and 5:00 p.m. Monday through Friday. You are advised that if any person decides to appeal any decision made by the Landmarks Preservation Commission with respect to any matter considered at this Public Hearing, he will need to ensure that a verbatim recording of the testimony is made which includes the testimony and evidence upon which the appeal is based. Please govern yourselves accordingly.

John Lindgren, AICP, Planning Administrator
Publish: Tuesday, April 1, 2014

PUBLIC NOTICE NO.

Is hereby given that the LANDMARKS PRESERVATION COMMISSION of the Town of Palm Beach will meet on WEDNESDAY, May 21, 2014 in the Town Council Chambers, 2nd Floor, Town Hall, 360 South County Road, Palm Beach at 9:30 a.m. The following are the applications for Certificate of Appropriateness which will be reviewed during that meeting:

1 S. County Road Owner/Applicant: The Breakers Palm Beach Inc. Request approval for restoration and exterior demolition which is further described as: This project consists of the replacement of 75 balconies on the North Oceanfront Tower. These balconies were originally built in 1969 when the North Ocean front Tower was constructed. The balconies have an oceanfront exposure which has caused the need for some concrete restoration and replacement work. 75 balconies that are on the North, East and South Elevations will be demolished and replaced to look like existing. The railings and sliding glass doors of these units will all be replaced as well to meet current codes. Other associated changes as presented.

Town Hall Square Historic District, South County Roadway from Brazilian Avenue to Chilean Avenue
Owner/Applicant: Town of Palm Beach Request approval for restoration, reconstruction and landscape/hardscape which is further described as: Project includes renovations to the Town Hall Square Historic District, all areas between building face of properties fronting North and South County from Brazilian Avenue and Chilean Avenue. Proposed improvements include: New sidewalks, new street tree plantings, reconstruction of Memorial Fountain, new plantings in Memorial Fountain area, addition of steps at rear of Memorial Fountain, new park to the south of fountain, addition of parking and changes to travel lanes within district, additional crosswalks, updated lighting, and associated drainage and utility modification. Other associated changes as presented.

456 Worth Avenue Owner/Applicant: 456 WA, LLC Request approval for restoration, rehabilitation, and reconstruction which is further described as: Replacement and addition of new metal work to the exterior that includes balcony railings, awning supports, gates and decorative elements. Other associated changes as presented.

181 Clarendon Avenue Owner/Applicant: 11 Vita Serena, LLC Request approval of rehabilitation and landscape/hardscape which is further described as: At second floor master bedroom terrace, revise solid railing to cast stone balustrade; Install 6 ft. high stucco site wall at south property line; At south lawn, remove existing swimming pool and deck and install new swimming pool and revised deck. Other associated changes as presented.

10 Golfview Road Owner/Applicant: Wilber E. James, Trustee of the Wilber E. James Revocable Trust Agreement dated January 15, 1997, and Janet B. James, Trustee of the Janet B. James Trust Agreement dated January 15, 1997 Request approval for reconstruction, convert existing rooftop into rooftop terrace, window and door replacement, and exterior color change which is further described as: Add railing and stone pavers to replace existing roof and create a 180 square foot second floor terrace over existing one story structure and associated changes. All architectural styles and colors to match existing home. Replacement of selective existing window and doors. Removal of existing cast stone Corinthian columns/install pilaster and decorative cypress brackets, new tile at interior courtyard terrace and paint residence. Raise interior loggia floor approximately 6" and associated changes. Exterior stucco shall be painted Benjamin Moore BM090. Exterior door and window color shall be painted Benjamin Moore BM713 Low Luster. Other associated changes as presented.

260 Via Bellaria Owner/Applicant: Martin Sosnoff and Toni Sosnoff Request approval for generator which is further described as: Applicant proposed to install a 60 kw Generac Generator (77" long, 33.5" wide and 45" high) with a 7 ft. wing wall on the south and west sides of the generator. The generator is to be located 5.23 ft. north of the south boundary line and will be built abutting the existing one story garage in the back yard. Other associated changes as presented.

160 Wells Road Owner/Applicant: Timothy Rooney Request approval for landscape/hardscape which is further described as: The pool deck and Mexican tile deck and walkway will be removed and replaced with a new coquina pool deck in a random ashlar pattern. The existing fountain will be removed and rebuilt East of its current location. A new stuccoed concrete block wall with metal gate is proposed to separate the pool area from the garden area. Other associated changes as presented.

All persons interested may appear and be heard at said Public Hearing and may likewise submit written statements prior to and at said Public Hearing. These applications and plans are on file in the Planning, Zoning & Building Department, 360 South County Road, Palm Beach, and are available for view between 8:30 a.m. and 5:00 p.m. Monday through Friday. You are advised that if any person decides to appeal any decision made by the Landmarks Preservation Commission with respect to any matter considered at this Public Hearing, he will need to ensure that a verbatim recording of the testimony is made which includes the testimony and evidence upon which the appeal is based. Please govern yourselves accordingly.

John Lindgren, AICP, Planning Administrator
Publish: Thursday, May 1, 2014

May 30, 2014

RECEIVED
MAY 30 2014
TOWN OF PALM BEACH
PZB DEPT

Via Hand Delivery

Mr. John Page
Director of Planning,
Zoning and Building
Town of Palm Beach
360 South County Road
Palm Beach, Florida 33480

Re: Appeal of Approval of Certificate of Appropriateness #016-2014

Dear Mr. Page:

We represent Mr. Orator Woodward and the John L. Volk Foundation, both of whom hereby appeal the approval of Application # 016-2014 ("Application") for a Certificate of Appropriateness ("COA") by the Landmarks Preservation Commission ("LPC") in favor of the Town of the Palm of Palm Beach ("Town") at the May 21, 2014 LPC meeting.

The grounds for this appeal are as follows:

I. Violation of the "Certificate of Appropriateness Filing Guidelines" by Considering Town's Untimely Submission

The Town's official "Certificate of Appropriateness Filing Guidelines" ("Guidelines") establish that a) the filing deadline for an application is "30 days prior to the meeting date"; b) there is a specific "Submission Checklist" deadline established; c) there is a requirement that "Mini-Sets of Reduced Plans (paper copies) are to be submitted to the Town *no later than 1 week prior to the meeting*"; and d) a "Presentation Disc" must be submitted "*no later than one week prior to the meeting date.*" (emphasis added). Although minor changes to a submitted application may be made, multiple provisions of the Guidelines clearly state that any such modifications, including any and all plans, renderings and photos, must be submitted at least one week in advance of the LPC meeting at which an application is to be heard.

Nine additional pages of materials were submitted to the Town on May 16, 2014 as part of the COA (which is after the one week deadline). Contrary to the Guidelines, and over Appellants' objection, the LPC considered materials that were untimely submitted, and that were not part of the original Application. As was argued at the May 21, 2014 meeting, adherence to the one week deadline is required so that members of the public can decide, based upon the completed application that appears in the public record as of that time, whether to attend that meeting. The Town's ability to submit significant substantive changes at the last minute, and after the deadline relied upon by the public has already expired, erodes the safeguard of an informed public comment.

II. Facially Incomplete and Insufficient Application

The Application suffers from the following facial deficiencies:

1. The time stamp for the receipt of the Application and the COA number are both missing.
2. The physical location of the property affected is inaccurately described. The LPC may not have realized that the area of changes to be made extend one block south of the Mizner Memorial Fountain ("Fountain") area.
3. The project is continually referred to as the "Marsh/Sanchez" project. The Application lists the project architect as Sanchez & Maddux, Inc., however, this firm changed its name on March 10, 2014 and the drawings are signed by SMI Landscape Architecture and not by Mr. Marsh.
4. The boxes entitled "Addition to historic structure" and "Demolition" are not checked off. Additions are being made to the historic structure (of the Mizner Memorial Fountain site) and there will be demolition of sections of the Fountain site area and sidewalks adjacent to buildings fronting South County Road. The Application does not indicate what percentage of the entire Historic District is going to be demolished and what percentage of the Fountain site including walkways, stairs, and landscaping is going to be demolished. If more than 51% of the Fountain site is going to be demolished ADA requirements may be triggered.
5. There are blank boxes intended to serve as a check list for submitted materials: None are checked. These include one that emphasizes in bold, underlined type that a "Materials Removal Plan" is required and that it **"must delineate all materials that are to be removed or relocated in the construction process. This drawing shall be titled 'Materials Removal Plan.'"** This critical requirement of a Material Removal Plan was omitted from the Town's application.

III. Procedural Improprieties in the Conduct of the LPC Meeting

Concerns were expressed by my clients and others in the audience, as well as several LPC Commissioners including Chairman Cooley, who sought to prevent any possibility of an appeal or lawsuit being triggered by formal LPC action based upon a defective Application. Town Council President Robert Wildrick appeared in the meeting room during the hearing and addressed the LPC as President of the Town Council. Mr. Wildrick stated that the Application should be heard in what he referred to as "memo" form ("informal review"), rather than formal review. It was discussed that no vote would be taken at this meeting, but that since many people had come to testify and present argument, the information would be received, but that formal approval would be set on the next available LPC calendar. Nevertheless, after these guidelines were explained and confirmed, and after many people had already left the meeting room in reliance upon the LPC's representation that this was not to be a formal review, the LPC proceeded to issue what we believe to be a formal ruling on the Application.

During the course of the long discussion, a number of additional questions were raised by a number of Commission members, including whether one of the voting members was required to recuse himself because of an asserted conflict of interest. The affected commissioner verbally advised that he had discussed the conflict with the Town attorney, Mr. Randolph, and that the asserted conflict was determined to not be applicable, however, there does not appear to have been any written confirmation of this determination by the Town attorney. There were a number of other unanswered questions, including what record evidence was being relied upon by the LPC, given that the project had spanned over many prior informal hearings and meetings before other previously constituted LPC boards, and much of that prior information had not been presented anew to this LPC Commission. Additional concerns were raised about the absence in the record of prior communications that had been submitted to the Town as well as the absence of documents like the "Oppidium Report," the "Landmarks Designation Report for the Town Hall Square Historic District" and the April 3, 2014 letter from Robert F. Bendus from the Florida Department of State, all of which are directly relevant to this project.

Although the Town's two historic consultants were in the audience and questions were raised about issues such as the grant money being sought from the State of Florida by the Town for the repair of the Fountain, and whether the replication of the Fountain jeopardized such state funding, they were not given the opportunity by staff to address these questions. There was no testimony from Ricky Herpel, as to what it would take to repair, rather than replicate the Fountain, even though Mr. Herpel has submitted numerous estimates for the repair of the Fountain. The repair - not replication - of the Fountain was recommended in the Conservation Solutions report, which is approved by Robert Bendus' letter of April 3, 2014, from the Florida Department of State, in which he writes that the restoration recommendations in the Conservation Solutions report are "consistent with the intent of the Historic Preservation Grant project and are consistent with the Secretary of the Interior's guidelines," and that "[a]s long as the funds from the Historic Preservation Grant are used for the restoration of the Fountain as outlined in the November 20 2012 report (i.e.: The Conservation Solutions Report), we see no

problem with the proposed restoration work to the Fountain." In other words, in order to obtain the State grant funds, the Fountain must be *restored*, rather than replicated.

During the course of the meeting, Chairman Cooley expressed concern that there was no Materials Removal Plan submitted with the Application. It appears that relevant facts that may have been known to the Town were withheld from the LPC. In particular, upon information and belief, the Fountain, which the LPC was told is too fragile and decayed to be safely restored, is apparently being moved to the Garden Club at Four Arts. If the Town wants us to believe that the Fountain is too unstable to be repaired, then the Town cannot simultaneously maintain that the Fountain should be moved to another location. Clearly, the disposal of the Fountain is a material issue that was not properly presented to the LPC.

IV. Substantive Errors in the COA

The LPC's vote to replicate and not repair the Fountain, and the vote to add steps to the Fountain is not consistent with section 54-125(a) of the Town Code. This section mandates that for demolition of a landmark within an historic district, the LPC shall consider the following:

1. The historic or architectural significance of the building.
2. The importance of the building to the overall ensemble of buildings within the district and the importance of the building to the integrity of the historic district.
3. The special character and aesthetic interest the building adds to the district.
4. Whether the building is one of the last remaining examples of its kind in the neighborhood, historic district or city.
5. The difficulty or the impossibility of reproducing such a building because of its design, texture, material, detail, or uniqueness of location.
6. The future utilization of the site and the effect those plans for the site will have on the architectural, historical, archaeological, social, aesthetic or environmental character of the surrounding area and district.
7. Whether reasonable measures can be taken to save the building from further deterioration, collapse, arson, vandalism or neglect.

None of these factors were addressed at the LPC meeting. All seven factors weigh heavily in favor of restoring the Fountain.

Finally, the Fountain was given to the Town as a gift from Harold Vanderbilt under a resolution dated 1929 in which the Town obligated itself to maintain the Fountain. That was the promise of the Town in 1929, and the Town has a legal obligation to live up to that promise by maintaining, and not demolishing the Fountain.

Based upon the foregoing, Appellants, Mr. Orator Woodward and the John L. Volk Foundation request that the approval of Application # 016-2014 for a Certificate of Appropriateness by the Landmarks Preservation Commission in favor of the Town of the Palm of Palm Beach at the May 21, 2014 LPC meeting, be reversed. To do otherwise will be harmful to the Landmarks application process and programs. It will send a signal to the community that

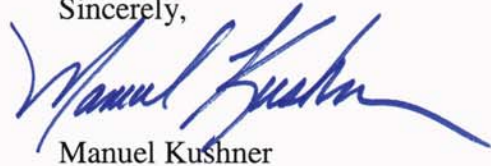
Mr. John Page

- 5 -

May 30, 2014

the Town creates guidelines that it can abuse because it does not wish to meet the same standards it demands of other applicants that appear before LPC, and it will signify that the Town has no regard for the sanctity of the historic gifts within its borders or for its promise to maintain one of the most notable gifts being this original Addison Mizner Fountain which the LPC voted to demolish and violate with the erection of a new set of stairs.

Sincerely,



Manuel Kushner

MK/psc

cc: John Lindgren, Planning Administrator
Town Clerk, Town of Palm Beach
John C. Randolph, Esq.
Mayor and Town Council
Peter Elwell, Town Manager
Orator Woodward
John L. Volk Foundation

62041685_1.docx

From: Volkory@aol.com
To: jackie@jackiebarran.com, wstraw@gmail.com, edward.cooney@gmail.com, cheftingannon@gmail.com, npzukov@msn.com, pagelee@mac.com, lorentzens@aol.com, cool3003@bellsouth.net, rrsilvin@aol.com, cawyett@aol.com, wpbstillings@bellsouth.net, 1jmurphy@BellSouth.net
Cc: mayor@townofpalmbeach.com, council@townofpalmbeach.com, oratorw@yahoo.com
Date: 05/20/2014 01:35 PM
Subject: Fwd: Photos parking along side fountain on County Rd. West and East.

Mr. Woodward, Has asked me to send this out to you all...
so I am doing so because as he says below.....

please send this out to the LPC, "a picture is worth a thousand words"

Welcome New Landmarks Preservation Commissioners,

As you prepare yourself for your first
set of hearings including
that of the Town Hall Square Historic District,
I want to call your attention to one of the
major flaw in the over all plan, the Parking !!

My question is how will it be possible to safely utilize the parallel parking around the restored Fountain as the plan before you on Wed. suggests?
Clearly, in practice, the road will be reduced to one lane and even that lane is not a "safe lane". These are photos I took that shows that it is not possible for parking
along the two sides of the fountain on County Rd. as proposed, on the West and East side of the road way. How does a passenger get out of the parked car? How
does the Fire Rescue get by on a narrowed East side of County road. Does Mizner's last work deserves to serve only as a fountain in the middle of a 6.2 million parking
lot ????

Sincerely,
Orator Woodward

Attached are a couple of photo taken this past Sunday.
It clearly shows that traffic will have to divert/shift lanes to avoid hitting parked cars. It will increase an already hazardous intersection.





Parallel parking

Will the Town itself be liable for a lawsuit for creating an unsafe situation for drivers, pedestrians, bicyclists and safety vehicles?

“The ability to parallel park is no longer a skill required by the Florida Dept. of Motor Vehicles and a number of other parts of the country.

If parking is intensified in the area around Town Square, how is the “health, safety and welfare of Townspeople going to be protected from harm by these changes? Is the Town exposing itself to potential liability for creating an unsafe situation for drivers, pedestrians, bicyclists and safety vehicles”.

<http://www.dmvflorida.org/driving-test.shtml>

<http://articles.sun-sentinel.com/keyword/parallel-parking>

<http://www.wjla.com/articles/2012/02/d-c-dmv-no-longer-requires-parallel-parking-for-driver-tests-72456.html>

From: orator woodward <oratorw@yahoo.com>
To: Town of Palm Beach <council@townofpalmbeach.com>, "mayor@townofpalmbeach.com" <mayor@townofpalmbeach.com>, Jacqueline Albarran <jackie@jackiealbarran.com>, Ted Cooney <edward.cooney@gmail.com>, William Strawbridge <wstraw@gmail.com>, Rachel Lorentzen <lorentzens@aol.com>, William Cooley <cool3003@bellsouth.net>, Page Lee Hufty <pagelee@mac.com>, "John T. Gannon" <cheftimgannon@gmail.com>, Carol Wyett <cawyett@aol.com>, Rene Silvin <rrsilvin@aol.com>, Janet Murphy <1jmurphy@bellsouth.net>, Emily Stevens Stillings <wpbstillings@bellsouth.net>, Nikita Zukov <npzukov@msn.com>
Date: 05/23/2014 10:01 AM
Subject: Fw: Mizner Letter,,Wonderful price...perfect photo also

my published letter a good letter, please reread to clarify my position,
thank you Orator Woodward

----- Forwarded Message -----

From: LoryVolk <volklory@aol.com>

To:

Sent: Thursday, May 22, 2014 11:37 PM

Subject: Wonderful price...perfect photo also

<http://www.palmbeachdailynews.com/news/news/opinion/repair-dont-reconfigure-historic-park-fountain/ndG4T/>

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Palm Beach Daily News

the shiny sheet

Posted: 12:00 a.m. Sunday, Feb. 9, 2014

Repair, don't reconfigure, historic park, fountain

Related

By Orator Woodward

Mizner Memorial Park is landmarked and must not be rebuilt or reconfigured. It should be repaired, as faithfully as possible, to its original design and condition.

In the name of restoration, we must not destroy our landmarks by transforming them into something 21st-century when they were intended to reflect 1929. The Landmarks Preservation Commission was created to preserve the town's landmarks, not to reconstruct them.

Why do I care? I am probably one of the few people still living who remember what Mizner Memorial Park looked like in the 1930s and 1940s. I played, as a child, at that pool, at the time filled with lily pads and goldfish.

And I spent my early days in a Mizner home built by my father in 1924. I have studied architecture and design, and I have traveled the world to see its treasures. I have in my collection many books and photos showing what Mizner Memorial Fountain was meant to look like.

Mizner Memorial Park's landscaping has been neglected over the years, but this is no reason to reconstruct it. This is only a reason to renew the original landscaping, so that it looks again how it was meant to look.

Built by one of the town's most prominent architects, Addison Mizner, and funded by its leading citizens — Harold S. Vanderbilt, Mayor Barclay Warburton, the Phipps family, Hugh Dillman, Mrs. Edward F. Hutton (Marjorie M. Post) and Edward T. Stotesbury, among many others — Mizner Memorial Plaza was their gift to the town.

This is inscribed on the plaza: "Dedicated to the memory of Henry M. Flagler, and Elisha N. Dimick" (the first mayor of Palm Beach). It has overwhelming historical and architectural significance.

In 1929, the *Palm Beach Daily News* stated, "the town park will not alone be beautiful but of an extraordinary design." Maurice Fatio wrote, "Mr. Addison Mizner is the originator of this beautification proposal and has himself submitted a fountain design ... which in my mind could not be improved upon."

Author Caroline Seeböhm wrote in her book, *Boca Rococo: How Addison Mizner Invented Florida's Gold Coast*, "The park is one of the most elegant of all Addison's garden designs." By "a long, rectangular reflecting pool ... four pairs of royal palms stand like sentinels ... a spectacular fountain rises from a wide flight of steps, with a narrow rill allowing water to trickle into a shallow bowl, like the one in the Court of the Myrtles in the Alhambra."

The proposal by the Digby Bridges, Marsh & Associates architectural firm will destroy the original Mizner concept. The original plan had plantings in back of the fountain in order to give it a backdrop and to hide the back of Town Hall and the fire department.

1. The Marsh firm's plan will not restore the trees in back of the fountain. Instead of trees, the plan will disfigure the fountain by adding steps to the back of the fountain. Adding steps to the back of the fountain will desecrate this landmark.

The added steps will never match the existing stones and will forever look like an "add-on." If the fountain was meant to have steps in its rear, Mizner would have added them. He did not, and to add steps now — 85 years later — would ruin and corrupt this great architect's gift to the town.

2. The plan will also remove the historic royal palms, replacing them with lowly coconut palms. This is certainly not an improvement, as shade trees can be added without removing the royal palms. Mayor Barclay Warburton planted those royal palms in 1928, the first royal palms ever planted in Palm Beach. They have artistic and historical significance and must not be removed.

3. The plan to flank the fountain with kapok trees is an exceptionally bad idea, as their horizontally large and invasive root system will, in time, undermine the fountain.

4. The park is currently viewed as you drive by — a pleasurable view from the corner of your eye. The Marsh firm's plan will have that view replaced by parked cars — parked alongside the park — [which is] definitely not an improvement. There are better alternatives for creating more parking spaces in the area.

The Marsh firm's plan, if implemented, will cost taxpayers an estimated \$5.7 million. Where will this money go? My plan to restore the original landscaping and add shade trees, flowering shrubs and benches will cost around \$25,000.

In *Gardens of Paradise*, John Brookes wrote, "When you come to trees and running water, you will call it a garden, as nothing can equal the elixir of cool shade under a burning overhead sun. There is comfort afforded by the shade of a tree and the gurgle of water at a tranquil space within the fabric of a city."

Mizner created Florida's distinctive architectural style. Paris Singer, who commissioned the Everglades Club, wrote of him, "Mizner's Palm Beach ... will live in the history of American architecture when we are gone and forgotten ... so remarkable was the sense of proportion, composition and color shown in the buildings, gardens and patios. I know of few men who have produced as much original and splendid work."

We must not tamper with one of the purest of his creations remaining to us.

Please come to the Town Council meeting on Feb. 11 and join with me in opposition to the Bridges Marsh plan.

Orator Woodward is a Palm Beach resident.

More News

We Recommend

- Port, tenants comply with regulations (Palm Beach Daily News)
- West Palm man charged with indecent exposure (Palm Beach Daily News)
- Tax-free week underway on hurricane supplies (Palm Beach Daily News)

From Around the Web

- Publishing — the only metric that matters (Yaron Galai)
- 8 Financial Services 2014 IT Salary Trends (Wall Street & Technology)

From: LoryVolk <volklory@aol.com>
To: "jackie@jackiealbarran.com, wstraw@gmail.com, edward.cooney@gmail.com, cheftingannon@gmail.com, npzakov@msn.com, pagelee@mac.com, lorentzens@aol.com, cool3003@bellsouth.net, rrsilvin@aol.com, cawyett@aol.com" <jackie@jackiealbarran.com>, "wstraw@gmail.com" <wstraw@gmail.com>, "edward.cooney@gmail.com" <edward.cooney@gmail.com>, "cheftingannon@gmail.com" <cheftingannon@gmail.com>, "npzakov@msn.com" <npzakov@msn.com>, "pagelee@mac.com" <pagelee@mac.com>, "lorentzens@aol.com" <lorentzens@aol.com>, "cool3003@bellsouth.net" <cool3003@bellsouth.net>, "rrsilvin@aol.com" <rrsilvin@aol.com>, "cawyett@aol.com" >
Cc: "mayor@townofpalmbeach.com" <mayor@townofpalmbeach.com>, "council@townofpalmbeach.com" <council@townofpalmbeach.com>
Date: 05/27/2014 08:52 AM
Subject: Oops....Memorial Fountain Oppidium Study now attached...



image.jpeg

Happy Memorial Day!

Greetings - Mayor Conigilo, Town Council and Landmarks Preservation Members,

Memorial Fountain needs and deserves truth and honor and your attention to the facts surrounding this long standing issue...May is National Preservation Month and of course, today is Memorial Day! Both are perfect reasons to reflect and honor what the Memorial Fountain and the Town Hall Square Historic District (THSHD) means to Beautiful Palm Beach !!

It is not like the mystery of how the Egyptians built the pyramids....the Town built the fire station at the peril of loss of parking.....it had the opportunity to do underground parking when it built the new fire house, but thought it too costly at \$25,000/\$35,000 per space.... The newest plan will cost even more for the parallel parking, if FDOT will approve it/pay for it/accept liability on their roadway, that being County Rd. The liability of added accidents with passenger doors being opened into oncoming traffic, passengers getting out into a narrow lane of oncoming traffic, the possibility of impeding, even for a minute, fire rescue's ability to get to an emergency.

This similar plan to find/recapture lost parking has been turned down twice already as not being safe! The shoe does not fit the third time around either, no matter what ! It seems a bit unusual that many of the same participants, Town staff, Town Attorney and Mr. Marsh's firms, have had involvement, since 2002, then again in 2007, working from what is known as the Oppidium ("Town") Silhouette Town Hall Square Study, done in 2002. Why is it that these many people,

thru their many informal presentations (at least 5 or more) never gave the history of this similar THSHD plan during these opportunities? Not a word....This is a parking problem that is unsolvable, and it is now being masked as a preservation project ! One has nothing to do with the other and how dare it be suggested for even a moment that the LPC should also act as the local planning agency/traffic engineers!

Let's stop neglecting the overdue maintenance/repair to the fountain and its surrounding plantings...let's remember the Town's honest pioneers and fallen war heroes by doing the right thing, to maintain, as the Town promised, when it accepted the Memorial Fountain, as a gift, from a group of esteemed Town residents in 1930. This was Mizner's last work. It should be respected and restored in its present location, not "trotted" off to another location in town.

Read the documents, below. This is not a new problem, that the Town needs to try to recapture, somehow, the lost parking in the THSHD....

Ask yourselves, why is there is no background given by staff or the architect as to the genesis of this project? It was unsafe to add more parking and alter traffic patterns in 2002, 2007 and most likely, by growing car counts and permitting trips to Town Hall, just as unsafe in 2014.

Let's get honest and honor/ restore one of the most hallowed monuments in our Town and provide the maintenance, dignity, beauty and respect, (for all the right reasons), that the THSHD's Memorial Fountain, the Square and the residents deserve. Truth can be stranger than fiction, so let's get back to the honesty that once prevailed in our Town.

Sincerely,
John and Lory Volk



2002-01-15 MINUTES Special Town Council-1.pdf

<2004-11-09 BACKUP Town Council-1.pdf>

Oppidium_Silhouette_-_Town_Hall_Square_Study.pdf



TOWN OF PALM BEACH

Office of The Town Clerk

MINUTES FROM THE SPECIAL TOWN COUNCIL MEETING HELD ON JANUARY 15, 2002 REGARDING THE TOWN HALL SQUARE HISTORIC DISTRICT STUDY

I. CALL TO ORDER AND ROLL CALL

The meeting was called to order by President Jack McDonald at 9:30 a.m. On roll call, the following Elected Officials were found to be in attendance: Mayor Lesly Smith; President Jack McDonald; President Pro-Tem Sam McLendon; Councilman Brooks; Councilman Norman Goldblum; and Councilman Allen Wyett. Also attending for all or part of the meeting were: Town Manager Peter Elwell; Town Attorney John Randolph; Assistant Town Manager Tom Bradford; Finance Director Jane Skittone; Planning, Zoning & Building Director Robert Moore; Fire-Rescue Chief Kent Koelz; Zoning Administrator Paul Castro; Town Engineer Jim Bowser; Police Chief Michael Reiter; Police Major Gary Sallenbach; Planning Administrator Tim Frank; and Town Clerk Mary Pollitt.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was given by Town Clerk Pollitt. The pledge of allegiance was led by President McDonald.

III. APPROVAL OF AGENDA

Councilman Brooks made a motion to approve the agenda. President Pro-Tem McLendon seconded the motion. On roll call, the motion carried 5-0.

IV. CONSIDERATION OF TOWN HALL SQUARE HISTORIC DISTRICT STUDY

Mark Marsh from Digby Bridges, Marsh & Associates and Bridges, Marsh & Carmo, Inc. introduced Digby Bridges, Jim Carmo, John DePalma from McMahon Associates Traffic Engineers, and Jorge Sanchez, Phil Maddux and Daryl LeGand from Sanchez & Maddux Landscape Architects.

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Mr. Marsh introduced the three dimensional model that represented the goal to study the district to determine how the new development would meet the criteria of the existing district.

The following is a verbatim transcript of Mr. Marsh's comments:

"The study intended to establish conceptual architectural solutions, and the key word is conceptual, I keep referring to that. These are concepts that we are showing you here. The only affirmative or designed portion of this is the new fire station, but everything else that we are going to show you here is basically a conceptual design. So these architectural solutions which take into account overall district and neighborhood impacts as opposed to sites specific concerns. As you recall, we were developing and designing the fire station on a site specific location, and hence the need to look at the district as a whole. I think that we, hopefully, will show today that was a correct direction by the Town Council to have us look at the overall district rather than just a site specific.

"The paradigm of this project is really the northwest end of Worth Avenue, and Digby can show you some photographs there. We feel that collage of buildings best depicts the kind of feel of what makes the Town of Palm Beach unique. We have come up with a phrase, oppidum silhouette. This was a challenge to us, and I have to thank Digby. He was actually the brain child of that word 'oppidum'. It is Latin for 'town'. We felt very uncomfortable by referring to this as an urban setting or urban edge or using the urban context, so we came up with this word 'oppidum silhouette' which we will use throughout the presentation.

"The architecture that exists on Worth Avenue is really what we have termed an active architecture. It is integration of buildings, pedestrians, vehicles, and I think it depicts this combination of massing and architectural solutions which I think could be related or promoted within this district. I think Mizner was the best, and I'll just quote from the brochure:

'Making a building look traditional as though it fought its way from a small, unimportant structure to a great, rambling structure'

and that is just paraphrasing. What we are seeing here, I think the concepts are the availability for this district, to create this architecture that is not foreign. It grows over time, it evolves, and I think we will try to demonstrate that primarily through the three dimensional model.

"The issues that contradict what we are proposing here are obviously some of the current zoning criteria which we refer to in our report and we'll get into more detail....that tends to inhibit what I think we are all looking for in this district, and I think it is important to counteract these restrictive ordinances through creating incentives for, not only you as a

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public entity, but also for private development and create a distinctive charm and ambience which I think can be created and reinforced in this district.

"The intent of this project or this study is to describe the manner in which the ethos of the Town of Palm Beach Town Hall Historical District, as it is embodied by component structures, can be successfully recreated, preserved, and enhanced with a view of the District's heritage as well as its future, and the key word is future. What we are showing you here, again, is a concept, but I think hopefully it could be used as a guideline for the future.

"What we have done is come up with three, and we've termed them architectural solutions, or elements that we have defined in this study, and they're basically traffic, the traffic patterns, both vehicle and pedestrian, the zoning as it controls the architectural solutions, and the third is the landscaping and hardscaping issues.

"I'll speak just general in traffic, and I'm going to turn it over to John DePalma just to give you an explanation of what we've done and I want to put up the caveat that this is a preliminary study. It's not a full blown traffic analysis. It's a study, so there are factually correct elements of that study but it is not a full blown traffic analysis. What we feel in traffic is that the current patterns around the district, primarily around the east and west sides of Town Hall, are very aggressive. They are aggressive by the fact that we have two way traffic on the north end of Town and south end of Town and as it comes to the district area, there is a one way, two lane bypass, and it's what we have called a speed funnel, and I think that all of us have used this building enough to recognize that there is a hazardous situation crossing from the west to the east to Town Hall and our feeling is that the automobile has really dominated this area. The Police Department did, a few months ago, put out a speed recording devices, and I actually, personally, saw vehicles going at 55 mph. I think the Chief told me that they had some in excess of 60 mph that have gone through the area. We recognize that as a very serious problem for the success of this area, and what we are going to do today is going to propose traffic calming elements. These are elements that are very passive, not active, not stop signs, not speed bumps, not any of these contrived traffic elements that have now become common in other cities and towns around here. We want to create safety, again the safety element - the speed limit is crucial for safety - currently it doesn't exist or it isn't adhered to so we want to address that issue. With doing that, we feel the patterns we are going to show you here will allow for some increased enhancement within the area, both for pedestrians and in terms of landscaping to some of the reduction of roadways to again supplement some of the shortfalls in terms of pedestrian circulation of landscaping.

"The most important thing is with the new addition of the fire station, there is going to be a loss of on-street parking in this immediate area, and John will show you that what we are proposing is to re-instate some angled parking which historically has been present in the Town almost from the first day the automobile arrived. By doing that, we can actually

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mitigate some of the losses and it is almost an even swap.

The following is a verbatim transcript of John DePalma's comments:

"As Mark said, we integrated pedestrian safety and traffic flow as well as evaluating the loss of parking by the proposed fire house. What we did was to evaluate the traffic patterns over a couple of different days and on weekends between Brazilian and Chilian, and actually expanded the study a little bit. If you look at your entry ways, they are basically single lanes with some turn lanes between Royal Palm Way and Worth Avenue. So, what we did to extend, if you will, the themes down the middle of South County Road between Brazilian and Chilian, is to look at some controlled, channelized medians between Royal Palm Way and Worth Avenue that extends the character of where the Town Hall complex is, both north and south.

"The pedestrian feature is something that was very crucial to this project, integrating it with the architecture and the walkways along the corridor. We traded bold outs, actually bringing the pedestrian conflict and the civilian traffic closer together. That also creates a narrower path for the pedestrian to cross from one side to the other. As you saw on the document, some of the issues that Digby Bridges and Marsh illustrated was the pedestrian safety across the corridor, the fact that people have to almost run if you will to get across the street. I actually saw that in some of the newspaper articles recently. So what this concept does, it creates that theme of pedestrian safety as well as integrating the civilian traffic.

"Mark used the word 'traffic calming'. While it is true in the traditional sense of the word 'calming', it slows the traffic down. What this particular plan actually does is integrate the current posted speed limit of 30 mph and maintains that through the corridor. As Mark indicated, the Police Chief recorded people doing 55 and excess of that. Well, it's posted for 30. This particular channelized, median situation integrated with both angled parking and pedestrian safety features such as crosswalks that might be enhanced with pavers and the like, will certainly add an enhanced safety feature to that program and integrate the whole portion of your plan of traffic and pedestrian ways as well as creating some additional on-street parking spaces due to the loss of the fire house. We feel the angled parking will give some benefit to increase spaces along the east and west sides of South County Road.

"In addition to this thing, we know that South County Road is a State arterial through your community. We have met several times with the Department of Transportation - their traffic experts as well as several people in their policy making level of the Department. They are quite receptive to the plan, and they would encourage the Town to speak with them as this study progresses to evaluate some of the conditions that can take place along this particular artery, but they are quite receptive to the particular plan.

"In addition to meeting with the D.O.T. about their receptive conditions of these plans such

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as a narrower roadway width, on-street parking, and improved pedestrian facilities, they are also receptive to the Town taking over ownership of the corridor. We have to discuss obviously the boundaries of where that might exist and also deal with the State redirection of State Route A1A through the community, but they are receptive to the particular plan and the ownership transition issue.”

Mark Marsh's comments:

“If I could just address a few things John didn’t discuss—the Fire house emergency response pattern has dictated, basically, how the circulation really works in the district. This is the proposed apparatus bay where the largest pieces of the equipment will be stored and the response would be to come, obviously, west and north along County Road going either east along Australian or north.

“Now, the patterns we are trying to create here that I want to address in a little bit more detail—what we are proposing is that the current two-way roadway which exists on the east side and on the west side, especially the Town Hall block—we are proposing to reduce that to effectively a one and a half roadway which is very similar, or almost exact, to what currently exists on the west side of the Mizner Fountain Park with the parallel parking. Initially, as I mentioned earlier, in response to losing the on-street with the new proposed fire station, we had looked at doing angled parking throughout the whole district. However, with the angled parking, it was reducing this effectively to a one lane and both ourselves and John’s office and D.O.T. and some of the Town’s staff felt that it would really create a congested situation. So what we have done is re-instate parallel parking with a one and a half lane roadway which is sufficient for safe getting in and out of the parking area and still allowing a flow of traffic through that area. What we feel very strongly about, is the angled parking which was at one time existing on the west or east side of the fountain block which now is just turned into a parallel parking situation. We feel strongly that it should be converted back to the angle parking which currently exists on the west side. By doing this, as I mentioned, we can mitigate some of the loss of parking around Town Hall Square area. I think it works quite well. There haven’t been any problems that we are aware of or made aware of, and I think it could really create better parking, achieve this calming affect that we are talking about. As John mentioned, it’s not a structured type of calming, it’s more just allowing traffic to slow down and achieve the traffic speed it’s supposed to in this area.

“I think there are other circulation areas that we have identified that are problems, and the north end of the fountain is an intersection that we felt, through the study, was a very hazardous and a very bad traffic pattern. What we have, again, is a speed funnel of traffic coming north at quite a fair clip coming into an intersection that is really not defined in terms of pattern. There is some current striping here at the north end, but you are coming into – from one way traffic to a two way traffic situation. You’re also trying to achieve pedestrian patterns across this intersection, and what we are proposing here is to introduce an island,

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not dissimilar to what is currently at the south end of Town Hall. The reason for this is to create a by-pass which for traffic, especially the emergency vehicles that need to go south, that there is sufficient radii to achieve that turn, but also for the civilians or citizens to be able to make that turn south. It delineates the traffic that wants to go north; it delineates the traffic that wants to come south, but more importantly, it now achieves some of the bulbous extension, which John mentioned, which will create a much clearer and definite and safer pedestrian pattern.

"The issues about traffic being displaced from this area to adjacent residential streets or to South Ocean is real. There is a minimal displacement or we would predict there would be a minimal displacement, but again, in terms of traffic, it is so minimal that it really doesn't represent a sufficient impact. We feel that by what we are doing here, is recapturing or re-instating the original or close to the original vehicular pattern that was here. Over the years, as I said, we have given way to the automobile. Everything along the current east and west sections, especially around Town Hall which obviously the park gives us some relief on the north, is totally dominated by the automobile. We feel very strongly that this is not a good and positive situation and could be improved and enhanced. What we are doing here is really not restricting traffic, we're just re-instating it back to the type of patterns that existed before we all got quite crazed and paved from curb to curb.

"What I would like to do now is go through some the architectural solutions vis a vis some of the zoning issues."

President McDonald asked for comments from the Mayor and Town Council members before Mr. Marsh continued.

Councilman Goldblum's remarks:

"There is already on the north end of the park...is that going to be enough to allow the fire trucks to swing through there?"

John DePalma:

"Yes, it was designed to accommodate the flow of the fire truck—the largest vehicle that would be able to use that facility to circulate around the middle island on South County Road."

Councilman Goldblum:

"The same radius that is on the south end of this building?"

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John DePalma:

"Both of these have been enlarged slightly—you can see the yellow— it encroaches in the existing gray area. It's been made to accommodate the vehicular path."

Councilman Wyett:

"I want to compliment on paying attention to what I call kamikaze drive here in Palm Beach. You literally take your life in your hands as you pointed out trying to cross at either end of Town Hall, and likewise you have a lot of problems with the north end of the park, so I very much would like to see the idea of slowing the traffic down which does go 40 - 50 miles per hour with no regard to the pedestrians whatsoever. People go right through those striped lines which State law says you are supposed to slow down and stop for pedestrians."

Councilman Brooks:

"Yes, gentlemen, I'd like to compliment you also on making the attempt to solve this. I would be interested in discussing the possibility, as you mentioned, Mark, of the Town taking ownership from Worth Avenue to Royal Palm. Maybe you or Mr. Elwell could discuss the bureaucratic hurdles that would be involved, and an estimate on the time so that also we would be able to put the signs in the middle of the road that pedestrians have the right of way when they are in the crosswalk as distinct from now when pedestrians are in a war zone."

John DePalma:

"I think that in one of the staff meetings, the Chief mentioned or referred to the current pedestrian signage that is on Worth Avenue. They are very successful. I think we could address those issues as well."

Councilman Brooks:

"Mr. Elwell, I don't think he answered the question on the ownership. How does the Town assume ownership on that stretch?"

Town Manager Elwell:

"We could discuss that with the D.O.T. From the initial conversations that Mr. Marchman and his associates have had with D.O.T., they, at least, seem willing to discuss that. I think that one thing that we ought to bear in mind, is if you, as a group, wish for us to pursue that with the D.O.T., it is very unlikely that they would look at such a short segment of roadway for the swap. I think that what we need to look at, for the continuity of A1A coming through

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the Town, would be the segment of South County Road where it meets Ocean Boulevard to Royal Palm Way would be very likely what the Town would assume responsibility for and in exchange for that, D.O.T. would assume responsibility for Ocean Boulevard from that same point where it meets South County Road up to Royal Palm Way and then the 100 block of Royal Palm Way. We'd be looking at a much larger transaction, if you will, but the same concept, and I think it's certainly worth exploring if you want to pursue the implementation of this."

President McDonald:

"So the answer, Mr. Brooks, is there is no answer yet."

President Pro-Tem McLendon:

"I have what I think are some serious objections to the narrowing of the roadways. Already, at the intersection of Royal Palm and South County, when anyone is trying to park or unpark in that block, the traffic tends to back up onto Royal Palm considerably, and I just hate to give up two lanes of road and I think there is—maybe a judgement call in the report—but it indicates that there is only one lane, I believe, between Brazilian and Australian or Australian to Chilian, but actually it is two travel lanes existing there. I hate to see you narrow – I would rather accomplish speed control by law, by police action."

Mayor Smith:

"Going back to the question about D.O.T. taking over South Ocean Boulevard in exchange. Would that also obligate them to take over the maintenance of the seawalls, because the seawalls protect the road? And, if so, do you really think they would do that?"

John DePalma:

"I am not exactly sure I can answer that question accurately, Mayor, but the D.O.T. was receptive in the meetings we had. As Mr. Elwell said, you certainly have to look at a larger traffic study because it involves the circulation, and D.O.T.'s continuity, as Mr. Marsh said, their system. There was even discussion amongst our team that they might even take A1A over Southern Boulevard and go back the other way on the other side of the island. So, there are issues that have to be dealt with. As far as maintenance, D.O.T. is receptive to a lot of different features, but I can't answer your question."

Mayor Smith:

"Right. I think that is not something that they would be receptive to. My other questions were: Looking at the traffic pattern that you are planning on Brazilian Avenue going east,

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between County Road and Hibiscus, are you saying there, because you are placing a traffic island on the north end, that would be a right turn only at Brazilian? Would that be a right turn only, because obviously they couldn't angle across the traffic island to make a left turn on County Road. Is that what you are anticipating?"

John DePalma:

"We've actually produced this curved line which would be continuous across here (inaudible) so this particular motorist is still able to go straight, right, or left. We are not restricting any movement through this intersection. Only, we are channelizing for the safety of the fire truck."

Mayor Smith:

"Right. All right. It just didn't appear that the lines were lining up. And the other thing is, what about the parking places on the east side of Town Hall? The way I saw the plan, there were five places including one handicapped. There aren't many percs to this job, but one of them is parking in front of Town Hall, and there are six of us sitting here at the table."

John DePalma:

"Yes, we've taken a very conservative approach. We feel that we could get a sixth here. We have recognized that we will lose a couple in the north end, but I think it is possible to reinstate at least one more. The issue on the handicapped, this is something we talked about to staff, and for purposes of this report, the ADA or access to the building...the attempt will be to maximize what we can get. I think physically we can get six. We just wanted to be conservative. I know we are on hallowed ground there."

Mayor Smith:

"Yes, absolutely, but you are also looking at doing landscaping in front of the Town Hall there on the east side, and I believe that is going to take away the parking. You're talking about moving the Royal Palms over to the east side. That would certainly narrow the road, and I think that is something that I would not consider. Frankly, I like the Royal Palms where they are, but that's my opinion."

John DePalma:

"One of the other items in terms of jurisdictional change or proposal to change from an F.D.O.T. back to the Town, is the possibility that F.D.O.T. may do some improvements prior to their abandoning or turning it over to the Town, so there are some real positives that I think we should pursue."

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Town Manager Elwell:

"Yes, just quickly on the question of the seawalls, I think there certainly would be many details to be discussed and worked out with F.D.O.T. if we were looking at a swap. I don't think the seawalls, Mayor, would be a complication there. I don't...I wouldn't anticipate D.O.T. seeking any control over those, primarily because of the cost of maintaining them and because most of them are in private ownership other than what the Town owns along Mid-Town Beach. The others are in private ownership, and D.O.T. has that same situation along much of A1A where the seawalls are privately owned."

Councilman Wyett:

"...a parking problem. Do I also detect that on the west side of Town Hall that we are losing some spaces?"

Mark Marsh:

"No, we're actually in a net situation.... same as before."

Police Chief Mike Reiter:

"I agree, of course, that in this general area there are a number of problems for pedestrians. Vehicles do, typically, speed in the north bound lane just to the east of us now. I think that is partly because if a motorist is coming north on County Road and count, prior to getting here, two stop lights; they are in a one lane traffic situation, and the first opportunity that the road opens up, is right here next to Town Hall, and there is a natural propensity for some people to accelerate when that occurs. Enforcement action is a band aide. As long as an officer is there writing tickets, we get a higher level of compliance. We have been successful so far in our attempts to slow down traffic at cross walks with the signage that we have put in a number of places, primarily Worth Avenue. I hope to ask the Department of Transportation to give us a waiver for certain cross walks on an experimental basis to put the same signage in place where they own the roadway. I hope to do that at the end of the season when I have all of my data collected.

"I do have some real concerns about emergency vehicles leaving the police station and the fire station. As you all realize, a one and one-half wide lane with parallel parking, if a large vehicle backs out of the parallel parking, they must stop the flow of the traffic in order to return to the traffic flow themselves. That does present a hazard for fire rescue vehicles that are already committed to the block in front of the police station. In going north there, one vehicle could slow them up and I have real concerns about that."

Mayor Smith:

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"I thought I remembered, Chief, that the parking was changed by the Police Department because of the concerns about the parallel parking. Is that why you changed it three or four years ago?"

Police Chief Reiter:

"Yes, it has been sometime longer than that, but that is the reason, and that's when the sub-post office was located there where there were a large number of short trips, and we had a large problem with double parking there as well, but the parallel parking did slow traffic in that area. That is the primary reason that we changed it."

Mayor Smith:

"Right, and how many parking spaces are there now in front of what is the Café 'l Europe building? Four or Five? Seven, existing. Parallel parking will give us nine-two more spaces. So, I think it might be in that area you would have to leave it, because of the concerns of the Police Department the way it is."

Fire Rescue Chief Kent Koelz:

From the beginning when we were working with the architect Mr. Marsh there, I had just a few concerns as far as getting in and out of the station. I've looked at both our existing station the way we have it now and the proposed station on the Beaumont Parking Lot and I do not feel there is any difference in our response, as far as coming out and being able to go north or south, east or west. It looks relatively the same. The only concerns that I do have and Chief Reiter and myself talked as recently as yesterday about this is that parking area in that north block. As Chief Reiter stated, once we commit, we are able to make the turn coming out of the Fire Station, we would be coming out facing west and make the turn and go straight up Australian, if we knew the block had traffic problems. Once we make that commitment, if someone were to panic or whatever--of course this could happen now with parallel parking and the street could be blocked, but that was my only concern, blocking traffic once we were in that block."

Councilman Goldblum:

"Chief, we're not going to lose any time going south on South County, coming around that radius and going..?"

Chief Koelz:

"No, because we do that right now. We come out the Fire Station, go up to the north end, make a turn and come all the way back, because our trucks are not able to make that turn and

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go directly south. So, it is the same difference as pulling out from the new facility as the old."

President McDonald asked for public comment regarding the traffic and safety portion of the presentation.

Public Comments

Leslie Evans, owner of the Daily News Building, Member of the Royal Poinciana Business Assn. and the Palm Beach Business Group and a member of the Greater South County Road Association.

"I just wanted to say, first of all, without rambling too much, but I heard the word 'sensitive, sensitive, sensitive' here from the presenters. I don't think they were that sensitive. There were never any meetings with any of the property owners nor with any of the merchants in this area, and in their acknowledgments, they acknowledged the South County Merchants Association which does not even exist. So, I just wanted to say they should have listened to the people who have buildings here, who work here, who actually live in Town here.

"I have a couple of major concerns about this. I still have not heard what the net loss of parking is with the Beaumont lot and some of the work they are doing, but it looks like they are going to lose four parking spots right on the street here in front of the Beaumont lot which concerns me. In looking at my building which is at the corner of Brazilian and South County, they have expanded green space which looks like it is going to cost at least one spot on Brazilian and looking at a couple of the spots next to Town Hall, it looks like they might lose some spots.

"My concern here is that I don't think they have really done their homework. You don't need to have...there are other things you can have besides traffic lights and speed bumps to slow the traffic and calm it a little bit, and this can be worked out with F.D.O.T. because I have worked with F.D.O.T. on Royal Poinciana which, you know, I have been a pain in your neck on that, but we've worked with them on a certain number of things. What you can do, is you could put brick pavers there where there are sidewalks. You can put calming strips...you know when you go to a toll booth, you hear strips, you hear a noise. That causes people to slow down. That was never looked at as far as I know.

"As far as overhead lights or lights that would be on the sidewalk that would be flashing to warn people that there is a cross walk, you may not be able to put anything in the street right now because of F.D.O.T., but you could put a flashing warning light on the sidewalks. Looking at some of the plans that they have, they have a new cross walk coming over the north end of the park there which to me is just ludicrous. Right now, you have one which goes in front of the antique store over there on the north part of that intersection, but they're

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showing a new island there with a cross walk across it. What you are doing, you are adding one more cross walk to an area that is already extremely dangerous, and I think, frankly, that ..you talk about suicide or kamikaze, I walk around this area every day. I would never consider walking across right in front of my building over there. I think what you need to do is to be able to enforce or somehow show the existing cross walks. Just adding another one does not solve the situation.

"I think another concern here that I have with traffic is that they totally failed to look at ..you're probably taking away 30 to 35 parking spots with the Beaumont lot. You are also building more offices here in Town Hall for Planning, Building, and Zoning. The old adage is: 'If you build it, they will come.' I guarantee if you build those offices down here and expand it, you will have more employees; you will have more traffic; you will have more people; you will have more cars. The Police Department used to be in this building..moved across the street. They now have already expanded. They're getting more people. I understand that, but, you know what you are doing? You are adding more square footage, and you're not adding any parking spaces. My concern here is with a lot of traffic, and I have contended this for a long time, and they have never done a traffic study. A lot of the problem here, especially during season, is not necessarily the cars driving on the street, but it's the cars driving on the street looking for a parking spot. I myself have gone around my building four, five, six times on many occasions to try and find a parking spot. How much does that add to the traffic count? In the pictures that they have, the elevations, it's showing the Scotti Building which is Café 'L Europe, it's showing a second floor on that--not one additional parking space. I know this is a rendition. Over here where the gas station is, Gray's Mobil, that shows a two story building there. It doesn't show much parking, which concerns me. Above C. Orrico it shows a second floor being added. It doesn't show any additional parking there. My concern here is that you are adding a lot of square footage here. You are obviously going to have people coming to those offices. You are going to have people working in those offices. You are going to increase the traffic, and there is no parking, and the fact without parking, you are just going to increase the trips on the street.

"I think what they need to do is go back -- I thought the strategic planning that they had --the focus groups were very, very valuable. I think they should show the courtesy and the sensitivity to the Town here to maybe have an open meeting where people can come in -- the merchants. Again, to me, it is shocking that I own one of the major buildings here at Town Square, and nobody has ever bothered to ask me from this group what I think about this. Well, neither have they asked any of the merchants, and, again, I find it rather disturbing that they misquoted a group's name here. There was never a presentation at the Greater South County Road Association asking for any input. I have a number of other problems with this too, but I will defer this. I still think that without addressing the parking, the traffic problems only get worse with what you are planning to do here.

"I would throw one other thing which is probably crazy, but maybe it's time to start thinking

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about taking the Planning, Building, and Zoning Department and moving that to West Palm. You have the Public Works over there now, and that seems to be working. Right now, this is congested, all of the Town here. Australian is a mess, and Chilian with the Town cars. Walk down there. Walk down Australian, and you would think you were walking down a branch of the Police Department with all of the Police cars. What are we doing to our neighborhoods here? With their traffic suggestions, they are talking about putting more traffic on Ocean. I mean I don't know if those people there really want to see the trucks coming down there. I just think this really needs some more study, and something that they said they were bringing in, sensitivity, which I see nothing of."

Polly Earl, Director of the Preservation Foundation:

"I understand your kind of taking this in sections, but we have a comment that is both general and, of course, relates to sections, and so, perhaps, this is an appropriate time to read it to you. You have received this as a letter from the Preservation Foundation officers and executive committee members who were vitally concerned and involved with trying to comment and analyze this study, but I would also like to read it into the record:

'On behalf of the Preservation Foundation, we are writing to offer our comments on the proposed oppidium silhouette plan by Digby Bridges, Marsh & Associates to be considered by the Town Council at its January 15, 2002, meeting. As you know, the Preservation Foundation has a long standing interest and major investment in the Town Square area beginning with our funding of the exterior restoration of Town Hall in 1989 and continuing with our purchase and redevelopment of the former gas station.

'Palm Beach's landmarked Town Hall Square is a significant historic area, and the character of its architecture is, despite some infill, of outstanding quality. The oppidium silhouette plan proposes to altar many historic features of the square as well as redefining its pedestrian and traffic orientation. We believe the first principles of historic preservation, as recently articulated by David Farrow, Administrator, Bureau of Historic Preservation from Tallahassee, in his Landmarks Commission Workshop, October 17, 2001, right here, rely on defining the critical features of the landmarked area. After study of the oppidium plan, our conclusion is that it does not adequately define the critical features to be preserved in our unique Town Hall Square District and does not reflect a careful analysis of the Garden Club's plan which was approved and adopted by the Town in 1929. In particular, we would like to cite from the Garden Club plan the following statements which we believe are as pertinent today as they were in 1929, and I quote: County Road is and always will be the important artery. It serves this purpose with better effect and with less damage to abutting properties than any other route. The concentration of general

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traffic on a limited number of streets is a plan that will provide safety and quiet for residents of Palm Beach.

'We also question why the oppidium plan does not address the question raised before the Landmarks Commission and the Town Council of whether the Town Square should become a single, defined zoning district. Also, we would question in view of the number of public parks being created in the general area, for example, the Town's new County Road Park and the Earl E. T. Smith Preservation Park, why there is not an examination of whether redevelopment should emphasize more or less parking.

'We do not wish to adopt a negative tone. Instead, we recommend a constructive approach of further study by citizens and Town groups of this very important subject based on accepted principles of historic preservation and the cogent principles of the Garden Club Plan. Our Historic Town Square provides a beautiful and dignified center for important governmental and supporting commercial functions of our Town. Mizner and Harvey and Clarke gave us a Town Center with appropriately monumental features that we all cherish. Changes in its appearance and functions may be inevitable but need to be studied with the utmost care.'

"Thank you."

Eric VanGary, General Manager of the Valet Park International and American Flyer:

"There is already a parking problem, pull up problem, even with the red zones instituted there (Amici's and Café L'Europe). During the peak times of the year and peak times of the evening, there is just not enough room to handle the amount of cars that are coming into these very busy restaurants this time of year. To take away spots and to take away room on the road, would make it very unsafe...even more so than it is now. With emergency vehicles pulling up to the front of these restaurants, it's already difficult to get cars to the front and to move traffic around these vehicles. So, there is an issue there with emergency vehicles when there is anything going on at these restaurants.

"By shortening the lanes, between 6:30 p.m. and 9:00 p.m., as you all know, there is a problem with restaurants this time of year. There is four times the capacity, because it is season here in Town. I don't see it being safe the way this plan is to be honest with you.

"Café L'Europe sent me here this morning to hear what was going to be said and to voice my opinion on what I heard, and that is what I feel. Amici's on that corner too, if you took away room at that corner, coming off Royal Palm onto South County, it's already congested there past onto the other side of South County and onto the road on Royal Palm Way. At Café L'Europe sometimes, you have cars that are pulling down Brazilian because of the congestion up front, and there would be no room for emergency vehicles if you were to

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shorten the roads in that way.”

Councilman Wyett:

“How many valet parkers at peak hours do you employ at each of these restaurants?”

Eric VanGary:

“Café L’Europe during peak hours on Fridays and Saturdays, there are three of us and during the week days there are two of us at all times.”

Councilman Wyett:

“That is part of the problem being a client of both restaurants, and I commend you for trying very hard. This is not a criticism, but the solution is not going to be found on the streets of Palm Beach in more parking spaces because we don’t have them. The solution is, I have observed, is that you need more valet parkers, and it may be an economic problem, in which case, you might have to go from a voluntary tipped to a charge, but you are not moving the cars very rapidly, and the reason you are not moving them rapidly is that you don’t have enough parkers at peak hours.”

President Pro-Tem McLendon:

“I’d like to ask two parts of a question...how much existing parking do either of those restaurants have? Do they have any?”

Eric VanGary:

“Café L’Europe has existing parking and Amici’s does. They rent the bank lots, but that’s not the problem. It’s the problem up front, the congestion on the road at those peak times with regular traffic in and out of the restaurant.”

Ann Vannick, Town Resident:

I was very interested in the study of the historic districts when they come up to see what kind of impact it would have with the location of the new fire station. Unfortunately, I feel that it has a negative impact. The traffic situation that we have is going to go from bad to worse. The problem with the parking is going to be even worse. You go down Australian, it is a Town parking lot. You go down Chilian, it is also a Town parking lot. If we lose the Beaumont parking lot to the fire station, we are going to impact the traffic in the Town of Palm Beach. We going to lose parking. At the same time, last year, we had the opportunity to purchase Gray’s Mobil Station. I still feel that is the optimum location for the new fire

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house and you would have better access going south and north. We could still have the Beaumont parking lot, maybe reserve it for Town Hall and let the residents have their Town...have their historic district intact.”

(Former Mayor) Yvelyne demarcellus Marix:

“I want to make a couple of short comments here, and remind you all that I have lived here fifty-five years. I served, for the Town, eighteen of those years. The rest of the time, I just worry about it.

“I would also like to say for the record is the reason it is a special district, as opposed to not, is one of my children you might say, as I don’t have real ones. One of my ideas was to tell Smith to buy that lot, and I’m glad to say he did. Another one of my ideas was to make this whole area into a special district, because I realized how important it was. I’m glad to say the Town supported me in that effort. So, obviously I feel extremely strongly that we suddenly don’t make it new, different, and anything else. Of course, there are problems, and I am not going to go into all of them, because I do agree with the first speaker. I think he hit a great many of them.

“However, being...I realize it is a bit of a dangerous comment....but I do believe there are people going through here at 60 m.p.h. in front of the police station. It is an enforcement problem, Chief. I do also know that nowadays many communities have resorted to cameras to catch people speeding. Some are real. Some are not real. Some just say there is a camera, and that has not even been brought up. If, indeed, this two block area is such a terrible speed trap, maybe we should have the equivalent of a school crossing guard. Only this would be a Town Hall crossing guard. I do not believe we should destroy one of the finest parts of our Town...one of the bits of its foundation and everything else to just be different. I agree totally this has never been put in front of the public the way it should have been. I think if we talk about referendums lately, if we took a referendum as to whether to change this whole area, it would win ‘no’. I agree the new fire station is going to create a problem, especially a traffic problem. The new park, which I am sorry to say they tore all the trees out of for no reason on the side of the road, is now another parking lot, and it’s almost fully used by the Town. I do support the idea that maybe a great deal of our Building Department should be moved onto some property we have in West Palm Beach. Maybe not all of it, maybe the administration can stay here, but when you come here at any time of day, you see that is part of the parking problem...dozens and dozens and dozens of people who have come back the third time to pick up their permit, and they are using the parking spaces. Maybe if the permit parts were even kept in West Palm. I think we have a great many possibilities that we should examine before even considering destroying what I think is my favorite, favorite part of Town.”

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Lory Volk, John L. Volk Foundation, Inc.:

"The first speaker was very eloquent and I was really very appalled to hear that there was no conversation with what directly affects the business owners in this area and shame on all of you for not doing that. I found it interesting that you are looking at the master plan for the City of West Palm Beach remembering clearly that the master plan for the City of West Palm Beach goes hand in hand with parking. There is plenty of parking on Clematis Street but there is also abutting parking garages.

"The third or fourth speaker, the gal who spoke about the fact that we need to keep a parking lot here makes sense to take Gray's Mobil and I think that the Fire Chief would be happy and you would be able to ingress and egress with the most important part of what this project is which is working with your emergency vehicles. The other thing that I found relatively appalling was the fact that I saw a rendering of what this 'historic district' should look like. I couldn't imagine putting second stories and changing the ambience of what is listed in the Town of Palm Beach as one of the first commercial districts. Never mind, not speaking to the residents on these quaint, curious, historic streets abutting Town Hall. That again is an appalling factor being that those are historic districts or streets that are potential historic districts if not individually listed. So, I concur actually, once, with Polly Earl, and I do think that this should be studied on the historic nature of it, and the comments that were made first and foremost by the business owner should be the most importantly weighed at this time."

Mark Marsh:

"It's a lot to respond to. First of all, I apologize to those individuals who weren't part. We had over a dozen meetings with various groups, and Jorge set up most of those meetings, but we did invite eight or ten groups to participate. Again, I apologize to those who weren't invited. It was not an intentional move.

Jorge Sanchez:

"We met with several groups in the area. The ones that we felt that were most accessible and that sort of thing. I can't recollect exactly, didn't we invite the South County Merchants Association?"

Mark Marsh:

"Yes, we did. They were represented by Ken Brower and one other person."

Jorge Sanchez:

"Yes, right, we did invite them. They sent two representatives and we went through it, and

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my impressions of that meeting was that it was very favorable as far as their reaction to it. The intention here is not to solidify absolutely anything this morning or this afternoon whenever this meeting concludes, but it's to bring an idea forth and to invite the Town to participate in it."

Mayor Smith:

"I think the criticisms of the process so far are actually premature. This is the very first Special Town Council meeting to review this plan. The first time that is being seen by the public with the input from the Police Department and the Fire Department, so this is step one. This is not where the Council is going to make a final decision. I think, Mr. Evans, I think your concerns were well voiced. I think they were things that should be raised, but I think the criticism for missing the name and everything else we can get to later. We want the input from everyone sitting here today and their concerns so the Council can move ahead with what is going to be the right project and changes, if any, to the Town Hall area, so we'll temper the criticisms. I get mad when people mis-spell my name, and so they called your organization by the wrong name. Let's overlook it today and move ahead in a positive fashion. I think we'll all do better."

Mark Marsh:

"If I could just clarify a few things, I think one of the speakers mentioned an alternative site for the fire station, and the issue of parking. There is a parking issue. We did a study a year and one half ago which the Council didn't act on. It is still there to address some of the parking problems. Nobody in their right mind would agree there is no parking problem. There is a parking problem. We just try to find solutions and long term solutions. These are not just band-aid solutions. The siting of the fire station is directed by the Council. That is the only available site, currently, to us. I just wanted to clarify that, and we are taking what we are given, unfortunately, in trying to work with this.

Step Two

"In terms of the architectural solutions vis a vis zoning, as Mrs. Earl mentioned, we didn't want to go head on with the zoning. We all feel that this district is a special district that should have its own criteria. The current zoning which is C-TS is a zoning which is totally inappropriate for this district as the nature of the district deserves. What we are showing here are concepts. Please don't get attached to the schemes or solutions, they are just conceptual. I want to remind everyone that the only real element within this district, partly, is the proposed fire station.

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"What I would like to do.....in terms of jurisdiction...the concern we have, and we mentioned earlier, is that we feel that, yes, this is a very unique district. It has an incredible collage of architectural styles, and that's what creates the ambience or the uniqueness, but we feel strongly, as I say the word 'strongly', that this could be supplemented and reinforced, not by necessarily these concepts, because most of what we are going to show you is private property. We can only respond on behalf of the Town on the public owned property, but the potential solutions I'd like to just go through in a district. These again are architectural solutions.

"We identified that the Palm Beach Historic Inn has the only arcade or portico in the whole district, and again going back to the oppidum silhouette which we have mentioned and the Worth Avenue examples, we feel that is one of the most positive elements within the district for pedestrians and for character, not discounting the obvious quality of the Town Hall itself and other buildings that have historical value within the district. That particular element really sets the tone; it's unique; it's something as I mentioned earlier, it's Palm Beach's almost signature to have these arcades and porticos. So what we are proposing in conceptual form here is to emulate the arcade element which as I mentioned is only existing on that southwest end of the Historic Inn. Through the new fire station which is on the opposite side of the block, the north end, our initial scheme if some of the public and the Council will recall, was a very (inaudible) proposal that came and utilized the setbacks, removed the required setbacks, and brought the building right on to the property line.

"What we have done now and through our investigations, and I would just like to respond to the City of West Palm Beach, the only thing with that ordinance was included in the report for is the fact that they have, I think, been pioneers, allowed people to encroach into their rights-of-way, and in fact build over rights-of-ways, which is something that is a very difficult challenge to identify the Town from. So, that was the only point of that reference. The idea here would be to create porticos or arcades and in the proposed fire station, we have added an arcade along, in effect, the north half of the building, obviously leaving free the response area for the emergency vehicles. This wrap could be reflective of what occurs on the Historic Inn and again create a sense of presence within the right-of-way. All these areas and green illustrated on the sketch are encroached areas into rights-of-way which currently are not allowed under C-TS zoning, but I think we could, without a full ordinance change, accommodate that type of development, but our belief is that C-TS is inappropriate for this area.

"The police station which we were presenting a few months back got a lot of criticism, and rightly so, because of the current nature or the juxtaposition of the building where it was stepped back and that blue area shows how the building was stepped back, and that was all in response to the current zoning which, again, is a contradiction to what we feel is appropriate development criteria to develop.

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"We mentioned in our report this parallel development rather than the perpendicular. By the parallel oppidum silhouette is that buildings ramble along the street...create a street scape. They don't go perfectly concurrent. The police station is a good example of that perpendicular development where it steps back, and what you have in effect is the landscaping here, and so you have a disconnect between the sidewalk and the building, and I think that disconnect is something that if allowed to continue in the development criteria for the district would create a very negative image and architectural response. So, what we are trying to do here, again, is to just suggest options. In fact, we are bold enough, and I'm going to invite all the public to come up and take a look at this 3 dimensional model. I'm taking the bold move of actually re-addressing the police station with an arcade and changing the architecture, subtly, to a more traditional architecture. Again, this is just a concept. I don't want anybody to get...it's not a final solution, but it is a suggestion where, again, you could introduce arcades. As mentioned by one of the earlier speakers, if you are bold enough to say that with the removal of some of the restrictions of contradictions in the C-TS, we could encourage private development like Cafe L'Europe or the Scotti building...maybe encourage them to move and develop to their front property line...maybe increase the two story mass, not dissimilar to Worth Avenue which again has such a strong presence and really frames the area.

"Obviously, the styles within the district are so diverse. We've got the Palm Beach Daily News Building which is a magnificent building; we have the Roddy Building, and in terms of the Grays, this is one that has been a subject of much discussion. In our study, obviously, this is the one building or one site that doesn't really contribute to the historic character of the district, and what we are proposing here is that on the west side of the park is the Daily News Building, the Roddy Building, C. Orrico Building; and again just a concept of what we feel is more appropriate development could be for that property.

"Now, we have told a lot of the people we have discussed this with...citizens...and there is just about an equal response for the Grays as against it. It is almost split down the middle. We're saying: 'That's fine.' If Grays has to stay there as a service to the community, why can't we introduce an architectural solution which allows for passage way. Most of us have been to Europe and seen the service stations that exist in the larger cities and the quainter cities. They have a logo on the outside of the building. You drive under or through the building to the actual service or pump areas. It doesn't have to be a main street, U.S.A. type cookie cutter gas station where you have this huge area of concrete then the pumps sticking out for full view. We feel the edge can be defined; the service could be maintained, and the district as a whole would benefit from that.

"The opportunities on the Bustani Building which has compatibility is the possible introduction of an arcade or the possibility. Again, shade is so important for us. We forget we live in the tropics, and yet most of our visitors come here this time of year. It's beautiful, and it's pleasant, but there are others of us who are here full time, and I think that the

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ambience that the portico element or the arcade offers is something that is worth investigating. We're not saying it's the only solution, but we would definitely like to encourage that as an architectural solution. With that, I'll ask Jorge Sanchez to come up and go through the landscape/hardscape which is the third portion of our study."

Councilman Brooks:

"Mark, I'm sure you are aware of it, we have attempted to purchase the Gray's Mobil Gas Station and that has been unsuccessful. I'm just wondering how realistic it is to think that we can move it eventually. There will be tremendous environmental problems concerned with that. The other thing I think we have to keep in mind and no one can be a mind reader here, but I would suspect Royal Poinciana will undergo some renovation, rehabilitation .. Who knows if the Testa family wants to keep that? I don't know. I'm not suggesting they do or they don't. All I am saying is that if the Town is without a gas station, especially one like Gray's which makes every effort to accommodate their handicapped people or elderly people who have some mobility problem. I understand the desire, and I would like it too, but it may be a bit unrealistic at this time."

Mark Marsh:

"We agree. Service is important. I think what we are looking at and we have to look ahead to the future, is that the most optimum use of the property?"

Councilman Brooks:

"And I think the answer is 'no'."

Mark Marsh:

"And that's all we are showing here, but at the same time we strongly feel there is a solution where you could maintain the service within the building, and, in effect, disguise it so that it doesn't have the negative impact that currently exists."

Councilman Wyett:

"I have a suggestion for the future development of Gray's station. Hiding the station is a good idea, and we must have a gas station. However, what are you providing for parking in this area? Especially with your suggestion that over a period of time we could see some second story development of the whole district. Mr. Evans makes a very good point that parking is totally inadequate. You know that if you want to go to lunch at Hamburger Heaven. You're often discouraged when you can't park."

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Mark Marsh:

"I understand totally. I think, again, just as a concept, there would be provision for on-site parking behind the other side. By reducing the amount, currently, this whole apron is pretty well used for access to the gas station...of the current Gray's site. So, again we could increase the amount of parallel or angled parking."

Councilman Wyett:

"I still don't think you've got what I'm trying to get across. Adding 5 or 8 or 9 cars is not going to solve the problem. Your attempt to make up where you are taking parking from Town Hall and saying that you can create it other places, that's admirable, but before this Town can consider a zoning change or allow future development, we have to attack the major problem which is parking in this area. Not only parking for the residents, the visitors, but the employees, and you'd have to come to me and say...Mr. Evans had a very good idea. He was going to provide a building on the Gray's station site with underground parking. The question we need to say 'Is how much parking you need in this area for the next 50 years?'" If we find we don't have enough, and you don't need much of a study to understand that, you may have to adopt the European approach or the San Francisco approach of putting parking underground, including under the public streets as you see in the Champs Elysee in Paris and you see it in a number of other cities. We have no additional space, we all know that, to build new roads. We're not going to tear down buildings to create parking lots all over the place, so that I would like you to come back with an overall parking approach that will solve the problem from now to eternity, so to speak, but I'll settle for fifty years, and tell us what we really need and not use a band aid which is going to fall off in the shower."

Leslie Evans, Town Resident:

"I would just like to throw out a couple of possible considerations. In looking at the aerials, there is quite a bit of space above the police station. Has there been any look at possibly parking, a ramp to go up there, and using the roof there for parking? That's one suggestion. The other one in reference to what Councilman Wyett had suggested, I did have Gray's Mobil under contract and apparently my contract came over to the Town through unusual circumstances, but my idea was to take that property where Gray's Mobil is, do a large underground parking lot with the Town, with the Town's parking lot behind there. I thought that if you would take that and use the space for Gray's and the parking lot behind it..making a large underground parking lot and maybe go up two or three stories. You've got a six story condominium facing the Town parking lot, and there are only windows from those units which are from the bathrooms, so nobody is looking at anything, and if they were, they would be looking at a parking lot. I thought that the consideration of the Town, if they could do a master plan for parking – underground for that whole block and maybe go up two or three stories– there are parking lots in Miami which are absolutely beautiful. Instead of looking

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at cars out there, we could do something to beautify, and that should be one of the solutions that you should look at for parking. That and to use the roof of the new fire station, possibly, the roof of the police station if that would be feasible, but somebody's got to get some parking."

Mark Marsh:

"Unfortunately, the current police station roof/structure is not sufficient for parking. We looked at that for expansion, and the fire station is effectively three stories. It would be difficult, given the very limited land area, to get the ramp system up. We did, as you recall, have a sub-grade parking lot on that originally.

"I think that the suggestion on Gray's—we have a proposal or an old study showing a 2 ½ story parking garage that was underground that achieved 138 parking spaces on the current city parking area just west of Gray's. I think definitely can be tied in with some of these suggestions."

Mayor Smith:

"When you were looking at the expansion of the fountain area, did you consider doing underground parking under the whole fountain area? If so, how many spaces would it take?"

Mark Marsh:

"We didn't to be honest. The only concern we had was in studying the underground parking for the fire station—the initial plans. The cost was so exorbitant."

Mayor Smith:

"I think as part of the on-going thing we should look into and we should get the figures on what it would cost, exorbitant or not. I think that we have to remember that we have a parking problem, a traffic problem in Town five months of the year. The other seven months, or six months, there is no problem. You can park any where including Worth Avenue, but I think in order for the public to really understand what we are looking at, we should have the figures, and then decide whether or not the Council wants to take action on doing underground parking. As far as the Gray's station is concerned, we don't have, we can't buy it, we don't own it, so we can't really put it in the equation right now."

Town Manager Elwell:

"I'd like to build on the Mayor's prior comment about this being the initial meeting; getting initial feedback; you giving your initial consideration to it; there's a long way for us to go yet

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before the Council will be in a position of making decisions about what you see before you today. In that vein, I just want to remind everybody that the Strategic Planning Board has requested a traffic and parking study. We've had some preliminary discussion of that. We're collecting some data, and we are going to put the Council in the position of being able to authorize some form of a study, and we will determine, later in the spring, the scope of that, but certainly we can be mindful of these kinds of issues as we get into that study which is already anticipated to make sure that we are analyzing the potential implications of decisions that may come from this plan, proposal, or concept and be looking ahead, around the curve, as to how we might address that, particularly as it relates in this discussion to parking. The other thing that I wanted to caution everybody and remind everybody is in the context of the Mayor's comment that there was a certain, specific charge to Digby Bridges, Marsh & Associates, and they delivered this today. They are participating in this. They will help us in the further consideration of this concept, but there is not only the additional parking questions that have come up in the most recent part of the conversation but other questions too that will need to be addressed before you are in a position to take action, and this initial consideration will help us frame that. I just want to be careful. We have heard a couple of comments in the last five minutes about additional things that Mark Marsh ought to do. You ought to be looking at this....you ought to be looking at that, and I think we need to determine..you, as the Council, need to determine what is to be further examined to help you make decisions about this, and then there may be additional pieces of work we need to assign to folks, including staff, to pursue that."

President Pro-Tem McLendon:

"Another question in regard to the traffic and parking study that has started...Is there any indication as to whether that will include the feasibility of the hydraulic lift, second story, if you will, mechanical step which would almost double the existing parking lot?"

Town Manager Elwell:

"There is nothing excluded at this time. There is no tentative scope of work. There is the desire among the Strategic Planning Board and certain others in Town to see a broad comprehensive traffic study. In the initial discussion of that, there has been some thought that maybe something less – a traffic and parking study with a more narrow scope of work might be sufficient and certainly less costly. We're going over the next several weeks to develop the scope of work, and it could include that concept."

Councilman Goldblum:

"As I see it, the biggest hurdle we have to do, before we go any further on this, is the parking even more so – the traffic study, and I would like to go back and find out what can be done on giving us sufficient parking in this area, and then we can take the aesthetics of the

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building, whatever we are going to do with any of the buildings, and go forward at that point. Parking has to be satisfied first, and that has been our problem since I have been on Town Council. We do not have sufficient parking in this area, and we have to correct that first."

Councilman Wyett:

"I agree with Mr. Goldblum, and I also want to point out there is another major consideration. We've had a new fire station under consideration now for almost two years. We first started with the Gray's location. We then moved it to the Beaumont location. We are being faced with a strong need for more space here in Town Hall. If we made the decision today, which we are not, you are almost two years away from a station opening approximately. It is obvious that this study is going to take some time, and one of the reasons this study was mandated by this Council is that we wanted to make sure we were doing the right thing before we actually proceeded to build a fire station. I think that we also have to determine how fast we need to approve the fire station, and while I'm throwing that out, a thought occurred to me last month. I think I discussed it with Peter. The idea of swapping land with the fire station with the Beaumont lot with the Gray's station. I brought that up when there was some discussion going on as to which is the better location, and I said I didn't know which is the better location. I still don't know, but if for some reason the fire station would be better suited at the Gray's station, there is a good, logical reason and economic one to swap. The fire station would get to maybe a better location. It would be adjacent to our Town parking lot, and the gas station would get a new site with a new station and would not be in a discussion with us of what kind of renovations we're going to allow them to do. We might, at that particular point, be able to get a gas station ala the new mode you described and satisfy everybody's needs. I am just throwing that out. Maybe it should be studied simultaneously."

Town Manager Elwell:

"I was going to bring this up later in the meeting, Mr. President, but I would like to just mention now and then come back to it to discuss it with you in greater detail about the fire station since Mr. Wyett has raised that question. I'd like to get some indication from you today before we finish, not an actual vote to proceed, but some indication as to whether you are satisfied. There is certainly going to be months of additional consideration and different things examined and more information provided, and then you are giving further consideration to the concepts that are before you today, and those concepts are likely to be worked with over a long period of time. My suggestion to you would be that if you can look at what is before you and feel comfortable enough that the tentative design of the fire station is such that it will fit with what you are seeking in terms of the character of the area, knowing that there is much additional work to be done on the details of these concepts in order to achieve that character. If you are comfortable with that, then as soon as possible we should receive your direction to proceed to final design and proceed with the fire-rescue station. Again, not asking you for action on that today, but I wanted to have some discussion with

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you so that we can prepare for potential action at the February Council meeting on that question.”

Wendy Victor, resident:

“I would like to thank Allen Wyett for bringing up this point about Gray’s Mobil Station and the whole placement of the fire station. I was here when the Mayor said it was a closed deal, and I’ve heard that several times, but, in fact, I was just one more time talking with the owners of Gray’s Mobil right outside the Council Chambers; have spoken with them several times in the past; I’ve had a meeting with Mr. Elwell about it. I know you have had a conversation, or I’ve been told you had a conversation, discussing the possibility of leasing Gray’s lot and doing an exchange with Beaumont, and the gas station owners are still willing to look at ways to explore getting a better placement for the fire station.

“Now, I have with me the minutes, and I’m not going to go through them, but from the last year and one half how you, the Council, arrived at this 3-2 decision to go ahead on the Beaumont lot, and over and over for the past year and one half, the optimum lot was Gray’s Mobil, and there were problems of concern of Mr. Wyett’s and the environmental pollution there. That was cleared to everybody’s satisfaction. There was a difference in price that could not be resolved, and the Mayor finally said, ‘This is insane to cave in’ so we went ahead with Beaumont and at the February 17, 2000, meeting underground parking, Beaumont, was the way you wanted to go with the fire station. Then the cost of this all started to rise, and you decided against that.

“I’m an alternate member on the Landmarks Commission...we on the Landmarks Commission asked for this study to be done because Beth Dowdle, Vice Chair, brought up the subject of traffic peeling around this corner. The placement of the fire station, the reason for the historic study has always been, ‘Are we doing the right thing?’ This is the big picture. I would just urge you, if possible, to look back at placing the fire station in the right place. I think we as a Landmarks Commission don’t have problems with the design. We have safety concerns. We have design things we want to fiddle with, but how it fits into the historic square is really a function of getting it in the right place, and then getting the traffic, the safety design to work together.”

Councilman Goldblum:

“Mrs. Victor, there is one thing that I don’t think that was cleared up as I recall. That was the environmental study, and there is an open end on that of how much the Town could have been forced to pay. I think that was one of the things that bothered me most, because I have been in that business before.”

Wendy Victor:

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"That was in the May 23rd report, and a copy from the private investor was produced, and you seemed to say that it was all right."

Councilman Wyett:

"There was a report that.....I think Peter was involved with it....there was a report that the environmental impact ... What may be from gas station problems was relatively minor and could be cleaned up for less than \$100,000. Am I correct about that, Peter?"

Town Manager Elwell:

"I'm not aware of that. It may have occurred while I was gone. Tom may be aware of it and able to speak to it."

Councilman Wyett:

"That was a report that came to Public Works when I was chairman."

Councilman Brooks:

"Mr. Bradford is nodding his assent, Mr. Wyett. This may be before Peter's time."

Councilman Wyett:

"In fact, I think the figure was closer to \$75,000."

President McDonald:

"Well, let's not debate that right now. I understand there are some issues with the Gray's lot, but we don't have the Gray's lot right now. Mr. Wyett can make a motion to condemn the Gray's lot if he wants to and have the Town... is there anyone else who wants to speak to this?"

Deedy Marix:

"I'm Deedy Marix. I think we're getting some very important points, and I think we are bringing up some very worthwhile things. I would like, and I would certainly agree with the serious study of putting parking under the new fire station regardless of where it is. I mean if the department store can do it, we can certainly do it, because it is very important. I think we should look again as to whether it would be at Gray's, if it is possible or not, of course we should; however, I think it is exceedingly important for whatever we do and whatever

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decision we make, it ends up with the fact that we will not be living with one gas station. If you could believe what this Town would be like; what Royal Palm Way would be like—Royal Poinciana Way—if every single person who needs gas or service goes there. Already, it is a danger to go in and out. I mentioned before the meeting, when my husband was dying on the way to the hospital, we got blocked by people coming in and out of that garage. It wasn't their fault. They couldn't help it. They didn't get to the hospital in time by the way, but regardless of that, if you can imagine all the traffic that maybe wants to go to Worth Avenue—that comes up from the south end, they are going to get some gas. They drive all the way through this area. We already agree that it is a difficult area. To go all the way down to Testa's which is already a difficult area in front of the post office. We must have two gas stations. I don't know if Gray's could move to that side and it would be a plausible, feasible thing to put in a new gas station. I know that a great many restrictions about where you can build a gas station because of safety matters. Of course, those are all things that must be looked into. I think the importance of keeping in front of our faces the fact we must have a second gas station. When I first came here, we had four. Now we have two, and we're talking about having one. We don't want more and more people to try to pile on to the bridge which is already open I (inaudible) to make it more difficult and more worrisome so we all have something to do at night when we can't sleep."

President McDonald:

"Everyone is raising good points. Mrs. Victor's points are good. Mayor Marix's points are good and we will be considering all of them, I suppose.

Mark Marsh:

"At this point, this is our third part of the three part analysis, and I would like to turn it over to Jorge Sanchez and have him present the hardscape and landscape."

Jorge Sanchez:

"I have these smaller boards.....(presented them to Town Council). I would like to begin by maybe addressing a few points here. The scale model is very handy because it's very visual. I think that everyone can see the proposed changes pretty much within the scale model.

"One thing that I would like to address— (inaudible) I know that different boards or committees have expressed their interest in stopping any type of change within the area, and we're all talking about the same thing. That's exactly what we would like to do also.

"Change comes in many forms and in many ways. As I was mentioning to someone yesterday, change to show assimilis. Age doesn't show over night. It is something that happens little by little, and all of a sudden, one realizes 'bingo', but that is pretty much what

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happened here. I think that if you take a look at the scale model, you realize...well, first of all, I would like to pass around a photograph that came out of the back of this January 10th Palm Beach Winter Antique Show...the bottom picture, and with that you have several other pictures in your brochure, but that is a handy one which shows pretty much what...just right in the bottom...you can see Memorial Park there. I have been living here since '59, and in '59 there were (inaudible) palms here, very, very tall ones here in front on the north side of Memorial Fountain, and one died, another one died, it looked unbalanced. They were removed. The palms that were farther in also one died, the other one was removed. No one noticed it. It was just something that happened little by little. The hedges that were framing the park as Mizner had designed it, were removed. That was the end of that. The pine trees that Mizner had in the back, along with the coconuts, because what we consider now sacrosanct, Mizner considered very ugly and very utilitarian at the time. That was this area here...was the service area for the fire station, and he wanted to cover it up. He made the fountain blank on that side. He had pine trees and coconuts planted there so that the public would not be able to see that building because he considered it a very ugly building with very ugly doors, in fact.

"We consider them absolutely fantastic now, and they are. (Inaudible) We look at the deterioration of those things with time, the elimination of the pine trees, the elimination of most of the coconut trees, so now what used to have ...and one more thing...Mizner also brought in the Cuban Royals, the Royal Palms, which were at the time very few and very exotic. It was a new type of palm. It was new and very exotic and much younger. So, between the palms, the hedges, the smaller (inaudible) palms, the composition on the picture was something that framed the hardscape element and it made it absolutely charming and very, very beautiful. Those have been eliminated.

"The majority of the things that we are proposing here is really to bring back the palms; bring back hedges. By the way, I mentioned six foot hedges and that is a mistake. After discussing it with the Garden Club, it ought to be 4 ½ feet. There ought to be hedges on it. If you are sitting on a bench that you are protected from view of the cars behind you, and at the same time if you are standing up, you are still within the area. Bringing back exotic palms, in this case the date palms and bringing the scale back down because the palms have a lesser rate of growth than the Royals. Since the fire station is being moved, taking what was the service area and opening it back up to the public—opening it up in a very simple and open way. Basically, taking the asphalt area that is there and reducing it to a minimal expression – a wide lane going east on Australian to make it more part of a park—taking that asphalt and converting it into gray cobbles so it has more of a (inaudible) effect with the cobblestones. It is a side road instead of a major artery and taking the balance which you can see is quite large. It actually comes to about here...the green space does. We would be adding all of that green space and all of that green space too. So, bringing a lot into an area that is basically asphalt right now. Again, keeping it as simple as possible so as not to invade the view of the existing building. Instead of adding trees as Mizner wanted to do to hide it, open it up by

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putting hedges around it. You need some shade for the public but at the same time you should not impede the view of the public building itself.

“Another hardscape element we would like to add here that was discussed in various forms, is a connection between the long view to the park. Right now as you know, there is no pedestrian way without getting right into the street to go from this southern area into the park. So the thought was to add stairs that would match the ones on the north side, but much reduced in width to connect the park. The reason that we are keeping it smaller is for various reasons. One, it is just falls in scale for it to be narrow. The other reason is we found many of the groups we talked to, not many, one of the groups that we talked to, that they did not want that space invaded in any way, shape, or form. What we came up with is that if you are looking at the park or the fountain virtually from any angle, this central part, the large basin, is a raised basin. By having that raised basin, you can't see behind it. What we are doing is adding the stairs behind that basin, so that if you are looking at it from all of the original angles from the northeast and the northwest, you're still looking at the fountain exactly as it is today, but if you go to walk around it, that's when you see the new stairwell.

“With a new stairwell, we looked at different forms. We looked at it flared, and we looked at it as a balcony type of fashion and that sort of thing, and this is the one through general consensus talking to the various architects that was adopted for discussion purposes. Now coming to the Mayor's favorite palms....the royals, as I mentioned earlier, have grown out of scale in the park. If you recall back when you were working with the South County Road Merchants Association for the foxtail palms, at that time we had discussed also the adding of this island and also moving the royals to the positions that we are suggesting now and bringing in the other palms. At that time, the Town was not amenable of moving the royal palms. The royals have a history to the area. We did not want to discard them, and at the same time, we felt that the building itself, and if you look at your page 18, we feel that it would grace the building by having the towering royals adjacent to it. I had a comment by someone whose ideas value highly, that royal palms had no business being next to a building. They ought to be out in the open and that sort of thing. In discussing that, it sort of stayed in my head and a few hours later I was walking on Royal Palm Way and I realized, that if you look at Royal Palm Way there are two alleys of royals. The royals to the far north, particularly the ones to the far south, are all adjacent, very close to the tall buildings there. We look at them every day, and we think they are marvelous. Well, that is the look we are looking for—something that is going to grace the building and use the historic royals.

“The lights that are presently on the royals in the Memorial Fountain area would be reused exactly as they are. They would not be modified or changed. They would be used instead of lighting the royals, they would be lighting the new palms.

“As far as the parking spaces, if it does remove any parking spaces to the east of Town Hall, that is something that needs to be analyzed, certainly. My impression is that it does not,

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because the first three on the north side would be in areas, that you can see, that would have no parking space because that is in the area of the ingress and egress of the fire trucks. The one on the far south would not be because that is where the pedestrian area is. The only two would be these two here, and those two would probably cover a maximum of four feet—two feet from each of the parking spots which would actually make great buffers for the vehicles that are parking there. So, four feet I don't think is going to make such a big difference, but that is definitely something to be analyzed.

“Going to the island that we are proposing on the north side, that is sort of the confusing part, and it's an area that no one knows really if they can make a u-turn or not. With that, I make a u-turn there very often. I'm sure one day I'll be in trouble, but so far I have been able to do it. This could prevent people from taking that area as a huge paved area. It would introduce greenery to the area, and it would help direct the traffic. As far as the landscaping and hardscaping of the area, those are my comments.”

Councilman Wyett:

“Do I (inaudible) just on the north side of Town Hall where the fire station doors are that you are proposing a green area? I always like green, and on my part we could turn half the island into green—that would be wonderful, but we can't do that. However, because we are losing parking on the east side of Town Hall, both where the fire station is going and the spaces opposite where the fire trucks are coming out. Wouldn't that be a good spot to make up some of that parking?”

Jorge Sanchez:

“Absolutely. I think that underground parking there.....”

Councilman Wyett:

“I didn't say underground parking—above ground. I mentioned underground parking, but the cost of putting underground parking under Memorial Fountain, I was informed, far exceeds putting it under the fire station. So, I don't know if that will ever happen, and we must pick up a few more spaces near Town Hall.”

Jorge Sanchez:

“I tend to agree more with your first comment. I would like to see a lot more green space, but besides that, that is really a parking study along with a traffic study is imperative. There is no question about that. We know that on Australian, on the Town property on Australian, there is an existing parking lot where the Town could add 152 spaces, I believe, oh—138 spaces. 138 spaces—we are talking about 8 spaces here and 2 spaces there. Now, here you

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have in your hands the study and the ability with a vote - you could do today in fact – to have the 132 spaces built this summer—that's a multi-level parking garage and if you wanted even more, you could do a combination of underground and above parking, but that costs quite a bit of money, but, as is, just above ground parking, you could build 132 spaces this summer....and no negotiations with any owner. That is another aspect that we have to, we, myself, the audience and everyone, has to grasp is that we are talking about private property as if we owned it. Someone owns it, but not us. So, in order to be realistic about what we are doing, let's deal with what we have, and if the Town in its wisdom acquires more and more property..."

Councilman Brooks:

"Jorge, I don't want to beat a dead horse, but Mr. Wyett's point, and of course we haven't determined yet where Planning & Zoning will go, but hypothesizing that it would move from its current position north in Town Hall toward the end of the fire house, there are contractors and permit seekers who are in and out all day. Again, they are parking now on the west side of the Town Hall as you know. That is just a thought as I say, I don't want to beat a dead horse, but as Mr. Wyett pointed out, 'How many can you accommodate?', I don't know, but I think it would alleviate part of the problem where these people are not parking there for hours, but more likely 20 or 15 minutes."

Jorge Sanchez:

"I agree with you. There are many ways of looking at it, and that's where a further study would really define this, and yes we can have both. For instance, the park area there, that lawn area, could remain as is, and this area here could have 6 or 7 parking spaces that would be temporary for 15 minutes or whatever type of parking spaces, and it could very well happen. That's an area where parking could be introduced, and that's where a study, I believe, is going to lead us. That is an area, obviously, that no one in reality is going to use, because it is a green space that is totally visual. It doesn't have seating, so that's an area to be expanded."

President Pro-Tem McLendon:

"...the 130 odd spaces...where was that? In the Town's Australian lot?"

Jorge Sanchez:

"Correct, which I believe you have studied."

Deedy Marix, 1570 North Ocean Boulevard:

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"I like the landscaping, and I realize all these different questions and problems, but I do not maybe quite understand...I hope I don't. The way it looks on this, which I had not seen before, but that area is in front of where the present fire doors are would be paved over or landscaped and that is where you are using for parking construction vehicles who come for permits. Am I right? You might use it for parking or whatever? Never mind. We're discussing using it for parking space for out of towners or grass. Right? Now, this is where this is troubling me very, very deeply, because we've just spent hours discussing the traffic problem, and how difficult it is and the cars and all this stuff...Aren't we not going to make it a lot worse? Imagine, here you are, coming south, because you can't go that side—you want to go pay your parking ticket or whatever you are doing at the police station—so you come down here and instead of being able, which we do now, to turn, as long as the fire truck isn't there in one of those bays, we go to the police station (inaudible). Do I understand it correctly that now those cars are going to have to come down all the way past the whole Town Hall and go around in front of Mrs. Fortrin's clock and then come back down?"

Jorge Sanchez:

"No. Let me show it to you here, because it might be easier. You'd be coming this way, making a left at the cobbled road."

Deedy Marix:

"But, I thought that is where you wanted to park vehicles."

Jorge Sanchez:

"No. That green spot right there."

Deedy Marix:

"O.K. Put it this way, I think if we use that to park out of towners vehicles, it's going to simply make that turning either very difficult or somewhat useless, and you'll get that much more traffic going down and coming around. I do like the Australian Avenue parking, and definitely I think that is what we should be looking at, and once again I will repeat the fact that when I had a lot of employees who wanted me to take care of their parking for them on County Road, we did, and I suggested this to the Town before, ask our employees to car pool. They all came at the same time, and they all left more or less at the same time. Now, no one wants to do that, obviously, so you give an incentive. You will have a parking space if you bring some one. If you don't, you will not get a parking space near Town Hall. You can go where the long way is, and all-- the incentive we used to pay for their fuel, if they car pool. It's amazing. We would use our employee parking by car, and they were perfectly happy. But you have put my mind a little bit at ease about this thing here. I am concerned if it brings

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more traffic into the circuit which is what we have a problem with.”

Meridith Newton, President of the Garden Club:

“Our representatives looked at Jorge Sanchez’s plan way back last fall. Based on their report to the executive committee on January 10th, we came up with two resolutions to explain how we really feel about this. I would like to read them to you, but I also want to say that we met again with Jorge yesterday, and he has eased our minds about some of our objections, and I will elaborate on that. First:

We the members of the Garden Club of Palm Beach oppose the transplanting of the royal palms from the Memorial Fountain Garden to the area around Town Hall. We question the concept that these trees will soften the appearance of Town Hall. We would not be opposed to the removal of these trees to another location. Basically, we feel that these trees are so tall, that they would not have the effect that appears in that photograph of really softening the edges. We like the concept of the date palms to replace them around the Fountain. We think they are very attractive. They have a big canopy, and they would be attractive there.

We have several areas that will need landscaping, the bridge comes to mind; the area on Peruvian Avenue at South County that is in a sort of holding pattern right now where those very tall palms could be relocated and incorporated into those plans.

Our second resolution is a general one and will apply, as things come up, to more than just historic district:

We the members of the Garden Club of Palm Beach remain committed to the use of open green space in public areas in the Town of Palm Beach. We would be opposed to another enclosed garden area in the historic district.

What led to this, was the idea that there would be six foot hedges around this area. Jorge has assured me since then that the hedges he is planting now would be lower. He says 4 ½ feet. I’d like to see them lower yet, but we already have an enclosed garden at the Preservation Society, Earl Smith Garden, and we love it and think it is attractive, but I am not sure that we need another enclosure where the people going by in cars cannot really appreciate what is in the center of Town.”

Nancy Murray, resident and Civic Affairs Chairman, Garden Club:

“I would just like to elaborate on (Mrs. Newton’s) second point. We’ve talked today about the plan for Palm Beach that was done in 1929 by Bennett, Frost, & Parsons. Here is the little devil, right here. When they are talking about one of the reasons why they made the

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plan, they cited, first and foremost, the difficulties of the automobile. What goes around, comes around, and one of the reasons why Mizner was so interested in designing the fountain part, was that he wanted to mask the fire doors, and he also thought that it was a great mistake for Town Hall to ever be here. Evidently, building prices in the 20's were so high that they couldn't afford to buy any of the lots we are talking about now.

"One of the chief elements of gardens in the Town plan calls for adornment. They want green space. I hope that the Town is successful in mitigating the traffic problems, the parking problems; however, the Garden Club of Palm Beach does not see this fountain garden as a private area. It sees it as something to be enjoyed by pedestrians and motorists, and one of the most important elements in the design by Mizner was the canal running down the center of it. So, we should be sure that whatever we put up there doesn't mask the visibility of that canal."

President McDonald:

"What action does the Council have to take today, Mr. Elwell?"

Town Manager Elwell:

"You don't have to take any action today. Today's primary purpose was to hear the presentation of those who authored the study, and have the kind of initial discussion that you have had, hearing from the public, and sharing some initial thoughts among yourselves. I would ask you to consider whether you are ready to either act or give us some indication towards potential action at the February meeting regarding the fire station. If you recall, the study was requested—it was recommended by the Landmarks Commission—it was requested by the Council and authorized by the Council—in large part to ensure that the design of the fire-rescue station would be sensitive to the historic character of this area and the mixed uses of this area, make sure that it fit in. We talked at the time about having really one opportunity to build something of this significance and wanting to get it right.

"We do, on the practical side of that question, have needs that need to be addressed that have been studied for some time here in the Town regarding the uses of space here in this building and the proposed new fire facility. If you have reached a point, or if you are comfortable enough with what you have seen today, that you would like us to come with a definitive schedule and more definitive information about the financing alternatives and a program to recommend to you at the February 12th meeting about moving forward with final design and towards construction of the fire-rescue station, understanding that there are many other issues raised today that will be addressed in coming months with further study as you deem appropriate to further develop some of the ideas that have been discussed today—if you're comfortable enough that you think we are on the verge of moving forward with fire-rescue, then I would like to know that today. We will come well prepared to recommend to you, very

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specifically, what authorization we would ask for and on what schedule we would move forward with that project, and it is my opinion that you could do that, responsibly, and develop these other complementary concepts to greater or lesser degrees over the coming months and even years, and sort of build the Town square from there.

"If you are not that comfortable, if you are not prepared to proceed with that, then staff needs to know that so that we can provide some alternative recommendations on how to address the space needs, because if we are not going to move forward promptly with a fire-rescue station, we must address the over-crowding in this building, and we can properly accommodate the staff and provide the services to the community. The Fire-Rescue Department can continue to function out of the existing station for some period of time. We have recently purchased new equipment which does fit into the building, but just barely. That is always an issue for us in terms of custom design of very expensive pieces of equipment to make sure that we can continue to function out of this historic but confining building. We can continue to do that, but we can't continue to do that and house everyone else here and function effectively, and I think we have all had enough discussion for you to understand that. So, without belaboring that, I need enough indication from you as to where you want to go regarding the fire station, so that if we are not going to proceed with the fire station, we can recommend other things that we have already taken some preliminary look at and flesh that out and come with more details for you to consider in that regard."

Councilman Goldblum:

"I would like to recommend that we look at housing Building and Zoning in another building off this property and hold off on the fire house plans until we can still re-investigate as to how we can get more parking in this area. That is our problem, and even if we move them off, we might not need more parking. But I think that is what we want to study at our next meeting."

President Pro-Tem McLendon:

"I think there were enough questions and reservations expressed at this meeting this morning that we need to look further at some of the items, and I would go along with Mr. Goldblum that we have a hiatus on the decision."

Councilman Wyett:

"I recognize we have a strong need to make decisions, but this report did bring to our attention the various different concerns, whether they be parking, open space, future development, preservation of the gas station, and I don't think we can arrive at the conclusions that we need to make as quickly as we would like. Therefore, I think we should undergo a parking survey as to not only the current needs, but any future development needs

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that we feel are desirable over the next 25 to 50 years which some of them could occur by private development.

"The fire station has one short fall—we looked at it and then discarded it because of cost, but it may have to come back—the idea of putting parking under the building. I know the engineers did look at that. It was discarded because of the high cost—I believe it was somewhere north of \$25,000/space, more like \$35,000 or \$40,000 if I recall, and I think that sent us into shock last year when we heard that, but maybe we are not so shocked anymore. So, I think we have to re-open that situation as soon as we can determine what our real parking needs are for the Town.

"Secondly, if we don't do something in this area, we are going to see a deterioration in the quality of the businesses and buildings in this area. Already, we are seeing vacant spaces going through the entire season. Already, people are avoiding this area, because you can't park, and we are going to have to make a decision—is that a Town concern?—and if it is a Town concern, how are we going to meet it?"

Councilman Brooks:

"I agree with my colleagues that we have to examine this. Candidly, I have a bit of a frustration. You know we still have to be concerned about the people downstairs who truly are existing as rabbits there in a warren. I do think, Peter, could you give us, I guess at the February meeting, the cost associated with the Australian Avenue garage—what did we say—132 spaces? I'm not trying to obviate Mr. Wyett's request for parking, but I think it is a no-brainer that if we can come up with at least 132 spaces at least we are a long time there, but I really wish that—it appears we are all agreeing here that we don't take definitive action on the fire-rescue house by February, but maybe if we could set up some time lines for that. I think that sometimes in the press of bureaucracy, we kind of get side-tracked. I am not trying to make a rush to judgement, but it is almost like a conclave. We could throw them all into a room and when black smoke comes out every night, we start to cut back the food until we see the white smoke, but I just don't think we can keep going with another study. We need studies. I am not trying to denigrate the importance of study, but if we could come up with a time limit, I would be grateful for that. Having said that, I just add my assent to my colleagues and the Mayor."

Mayor Smith:

"I think I have a dilemma here. I hear the remarks from the Council. I also remember that six months ago, we looked at the design for the new fire station, which was found to be unacceptable. The Council said we want to make it compatible with the Town Hall Square District. We need space for the Building Department. Mr. Moore came in with three different offers and bids for rental space in the vicinity. The Council said we are not

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interested in rental space. We are moving ahead with the fire station, and we are moving the Building Department into the fire station. I think we have just taken a giant step backwards. We knew all of these questions were going to be raised when we asked Digby Marsh to do the survey on the historic district. We asked Mrs. Earl for her comments on it. She felt that we needed the study. Now, it appears we are looking more at the traffic and parking problems that were existing before we got into this conversation than we are at the architectural integrity of the Town Hall District. The decision on the fire station was one that we felt that we needed one—we wanted it architecturally perfect—we wanted in compatible—and we asked the architects to look into how we would make it compatible. Now we are saying maybe we don't need the fire station, let's look into moving Building & Zoning to West Palm which I think would be unacceptable. They had space across the street. I think the Council has got to decide absolutely with what Mr. Brooks is talking about in the next month or two of either going ahead with the new fire station—how are you financing it?—in conjunction with the new parking garage—how are you financing it?—how are you financing all these programs we are looking at in the Town of Palm Beach?—and get on with it. Mr. Moore had space available, right across the street. That was six months ago. Council turned it down. We looked at the Gray's thing. Gray's property was withdrawn to us. Mr. Evans had a contract. The contract was lost. We haven't gone anywhere in six months, except for the wonderful study, and nobody today has even raised the question how we pay for this wonderful plan to re-landscape Memorial Fountain, to re-do all the wonderful pieces I think would be good. I think you have to decide fire station, yes or no, and if it is no, say 'No, we're not going to build it' and take other alternatives for the relocation of the Building Department, but you can't do this for another six months. It doesn't make any sense."

President McDonald:

"Okay, Mr. Elwell, do you have your direction?"

Town Manager Elwell:

"I do, sufficient for today, and I just wanted to try to summarize it and make sure that I get six nods out of it. Because of the variety of opinions that have just been expressed, we won't come to you providing the supplemental information regarding any of the particular courses of action, but rather the best thing to do at this point is bring you the reminder information about things you have already looked at, like the Australian lot—what it would have cost to put parking under the fire-rescue station—some of the things you need, just to have that data at hand and freshen your mind when you look at the bigger question. Then we will bring you some things you haven't seen yet that we have been looking at as staff as far as if the alternative, if you decide not to proceed with the fire-rescue station of what else we might do to accommodate, most immediately PZ&B, but more broadly the Administrative Department needs of those who are housed here in Town Hall. Finally, we will bring you some updated information about the schedule and the cost for proceeding with final design

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and construction of the fire-rescue station as it is shown in the model so that it is all before you, and we can have some full discussion of that in February and receive some direction about which of the alternative courses you want us to pursue.”

President Pro-Tem McLendon:

“I would just like to clarify one point on the traffic and the proposed plan for narrowing South County Road in the vicinity of Town Hall. I expressed my opposition to it. I still am opposed to it, and I didn’t hear anybody else either yea or nay it, so I would just like to be sure that there is a consensus one way or the other on that matter, because it is key apparently to what they are doing.”

President McDonald:

“The consensus now is there is no action necessary on that, because we haven’t gone far enough. Is that correct?”

Councilman Wyett:

“That isn’t correct. I think the study brings forward a very deep need for public safety in this area. The only other area besides Worth Avenue that has a lot of traffic is right around Town Hall, and it is not safe. As I mentioned, it is Kamikaze Alley, and calming that traffic down to the level that it is north and south of us has a lot of merit. The exact design may need a little tweaking, but the concept is correct.”

President McDonald:

“I guess you are disagreeing with Mr. McLendon.”

Mayor Smith:

“It had been my impression in the past few meetings that the Council was going along with the new fire station, and perhaps I was wrong about that, but I had understood that we were pretty close to having approved it, and you were working on the designs and this. Now, today you are saying, ‘Maybe we are not going to have a new fire station.’ Well, the Council is saying we’re not sure it’s going to be there. It was brought up on the Gray’s property. The public, I believe, believes the new fire station has been approved. They don’t think it is up in the air. We have Mrs. Farris giving tonight a donation to the new fire station of \$50,000 in a painting; we have Steven Stolman donating funds to the new fire station, because they thought it was approved. If it isn’t approved or if you are going to put it on hold for a time,

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I think that these donors should be made aware of that.”

Councilman Brooks:

“Madam Mayor, it was not my intention when I made my remarks that I was opposed to the fire station. I just followed my colleagues in saying let’s look at it in February. I realize that today sort of laid entry into the 5th race at Hialeah. We have Gray’s Mobil back into the picture. I certainly do not want to be misinterpreted. I am all for the new fire station, and correctly, Mr. Elwell, the existing budget reflects that matter.”

Town Manager Elwell:

“It does. Moreover, there are some substantial cost considerations to choosing an alternative to proceed with that, but because, clearly, the most efficient way for us to move forward and address the space needs....and there are other community value issues that have been discussed today that are part of the policy decision you make which is why I am trying to respect what you are trying to wrestle with and go away and think about from this meeting today, and I am trying not to push you to quick action, but I quite agree with the Mayor that we were on course, and if you choose to come off that course, you’re doing that, in fact. You are choosing to come off a course as opposed to being in a position where you are initially weighing options. We had come to the point where you were about to authorize final design of the station. We had modified the design of the station a couple of times to reflect concerns that have been expressed, and it was my impression as we approached that October Council meeting, it was about to be authorization received for final design; we were going to move into discussing the financing alternatives, and the bricks and mortar parts of the job, and in fact at that time, through the consideration of the Landmarks Commission and the appropriate concerns that were raised there, we moved, instead, toward this study with the explicit understanding that it was going to be pausing, as opposed to saying we don’t want to proceed along this road, we wanted to pause to make sure that, as we proceed with the project, it would be built in a way that everyone would be proud of rather than embarrassed by. That’s not to say though, depending upon your impressions of this study, and what you have heard today in the fullness of considering what’s before you—that’s not to say we must proceed with the fire station. It’s to say that we should do that promptly unless you now think we have identified a problem with that course of action, or we have now identified something much better for the Town. There will need to be some more modern facility for Fire-Rescue in the foreseeable future, and so if we go an alternative course now, we’re postponing that project and undertaking a different project, and in the large scheme of things, we have taken on more in order to address the Town’s needs over the next several years.”

President McDonald:

“What I heard, Mr. Elwell, was that the decision wasn’t going to be made at the February

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meeting. That's all I heard.— on the fire station, it wasn't going to be made in February.”

Town Manager Elwell:

“I didn't express myself well then. We can proceed on any schedule you would like to proceed, but what I have been trying to say is I don't think it is fair to put you in the position of making a decision today. You've heard a lot today. It gives you a lot to think about, but unless you believe we would be making a mistake to proceed with the fire station, I think you should authorize us in February to proceed to final design and move forward with that project. If you think that is a mistake or there is a better course of action for the Town to pursue, then please give us that direction or defer the matter so you can think about it some more. What we are going to attempt to do is give you enough information in preparation of the February meeting for you to decide whether an alternative for proceeding with this project would be preferable.”

President McDonald:

“So, what direction do you need?”

Town Manager Elwell:

“Today, I don't need any.”

Councilman Wyett:

“First, I would like to go on record that I favor a fire station; however, I don't think I am prepared in roughly 20-25 days to make the decision. Only for one reason. The question is we know we have a parking problem; we know we may want to tie the parking solution to the fire station if we have the study so it can be heard in February as to whether to put underground parking under the fire station. If that is feasible, then I would proceed immediately to approve the underground (parking) with the fire station. If the underground is not feasible, I think we have to look at a garage to go up. I think the two are married. I think we have to recognize that we must make a mutual decision. All the other decisions brought to us today, whether we redesign or not redesign, whether we put one type of palm tree or another, whether we put a traffic calming situation in or building up the back of Memorial Fountain—that can be studied at greater depth. We can't make the fire station decision independently of a parking situation, because we are reducing parking. You can't reduce parking and put our head in the sand.”

Mayor Smith:

“As I remember, the figure we got for underground parking at the fire station was something

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like \$3 million. Was it? Do you all remember?"

Town Manager Elwell:

"We are going to confirm those numbers, and that also happened while I was away. I don't know the exact number, but I was told today that it was of that magnitude. Yes."

Mayor Smith:

"But, it was some astronomical figure, and in my mind, I thought if we have the space to build a parking garage, I'd rather build a parking garage with three times the number of spaces than put a limited number of spaces that wouldn't fill our need under the fire station. However, I also feel that we should not now send Mr. Moore out to think about alternate spaces for Planning & Zoning. We shouldn't do studies on redesigning the space to fit Planning & Zoning in this building or not in this building. We cannot afford to spend this kind of money, and that's why I am pushing for the Council to make a decision within the next month or two so that we are not just sitting on our hands sort of taking a lot of action doing nothing. That's my thought."

Town Manager Elwell:

"And to help in that process, we will in fact be providing the parking information as well as the fire station information. Given the variety of opinions that you all have expressed today, you need information about the several different alternatives before you that relate to the parking; that relate to some alternative means of accommodating Administrative Staff and that relate to moving forward with the fire station. If you have all of that in front of you, then you can give further consideration and perhaps take action at the February meeting."

Councilman Brooks:

"I would respectfully suggest, that I am a great fan of alienating property, but this may be the time to tie in the Turnpike acreage that we own as possibly a funding mechanism for some of the things that we have all discussed. Granted it is going to be somewhat of an amorphous figure, but we all know what is coming there, and we can't hold on to it forever."

Town Manager Elwell:

"We can do that. We'll provide some updated information in the same package regarding that. The one thing that I think I should just say flat out because I am not confident we can do any significant analysis of this in time for it to be relevant to the consideration. We are going to bring a lot of information before February 12th. The concept discussed today about possibly resurrecting the potential of moving the fire-rescue station proposal back to the

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other corner where Gray's Mobil is, and trying to accommodate Gray's Mobil with a new facility on the Beaumont lot is something that we just won't be prepared to talk about on February 12th."

Mayor Smith:

"The last thing I wanted to say was I appreciated the input from the various people today with their different points of view. I think it is very important. I think it is the first step in our preservation of the historic district, and I hope that we will get written comments after review from the Garden Club after they look at their plan with their suggestions for the overall landscaping; from Preservation—Mrs. Earl you started the whole thing; from the Mayor; Mrs. Volk with your impressions about what should happen within the area separate and apart from the fire station. I think, Mr. Evans, as I said to you, this is the first step, and no point in criticizing the process when we haven't really started. It's the restoration and preservation of the district and whether the zoning should be changed and we would like everybody's opinion on it before we move ahead. That is separate and apart from the fire station."

President Pro-Tem McLendon:

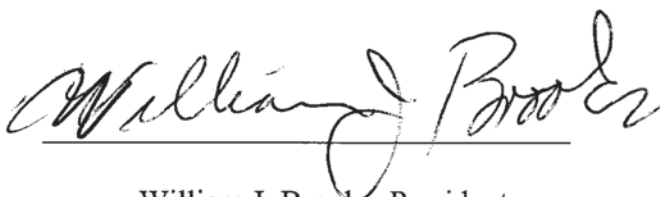
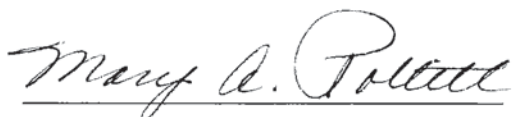
"I would just like to clarify something. I am in favor of going ahead with the fire house at the site proposed. My comments earlier were a little mis-directed. I thought we were having to react to approval of the historic district. If we can put that aside, which I guess we have, I have no problem making a decision February on the fire house."

V. ANY OTHER MATTERS

There were no other matters.

VI. ADJOURNMENT

The meeting was adjourned at 12:10 p.m.

William J. Brooks, President

Mary A. Pollitt, Town Clerk

From: Elizabeth Dowdle <elizabethdowdle@mac.com>
To: council@townofpalmbeach.com, mayor@townofpalmbeach.com
Cc: Peter Elwell <PElwell@TownofPalmBeach.com>, Paul Brazil <PBrazil@TownofPalmBeach.com>
Date: 05/29/2014 07:27 PM
Subject: Town Square project. Parking.

Dear Mayor Coniglio and Members of the Town Council,
At the last Landmarks Commission meeting, there was some discussion about the proposed new parking in the Town Square plan. Below are some comments about the parking plan for your consideration. The parking is an important advantage of the plan. Here's why:

As it is now, the memorial fountain area is an isolated, bleak island, practically inaccessible, surrounded by wide asphalt and fast moving cars. The additional parking is an important urban design device for creating a more pedestrian-friendly district. It (1) narrows the wide asphalt car lanes without reducing traffic flow, shortens the distance for the pedestrian to cross the street, (2) allows the pedestrian to park and step out of their cars directly into the park, and (3) the row of cars also protects the pedestrian once inside the park from the moving traffic, making it a more comfortable place to visit. The added benefit of more parking spaces in the square for the businesses and Town Hall is obvious...but the narrowing of the roadway by adding the row of parking is also what is really needed from an urban design point of view.

The argument that the parking will obstruct the view is erroneous. It would be like arguing that cars not be allowed to park on Worth Avenue so that we can see the shop fronts or the tower at the end of the street better as we drive by. The parking animates the street with pedestrians and does not obstruct our enjoyment of the architecture of Worth Avenue. We are trying to create a pedestrian-safe historic town square....we need people to park and get out of their cars...not just to experience the fountain as a fast drive-by. (However, you will still be able to clearly see the park and fountain as you approach it from the north and drive by with the additional parked cars along the side of the rill area.)

When you are inside the park area today, you see cars already....they are in one's view all the time as they are moving, sometimes speeding, by. The pedestrian

prefers that they are stopped rather than speeding through. It is safer for the pedestrian and allows the person on foot to get to the fountain area more easily. Once inside the park, the planned hedge will provide a sense of enclosure and privacy and hide the cars from the view of the pedestrian inside the space.

Restoring the pedestrian's ability to get to the park by adding the parking is in keeping with Mizner's original intent. Mizner meant for pedestrians to visit the fountain, thus the benches and details in his design near the fountain. (See the original drawings.) As you walk along the edge of the rill area of the park, you will also see where Mizner put in the original pedestrian crossings, stepping down to the street. The fountain area was always meant to be visited by people on foot, ***not just as an object to be observed from a car.***

Below is additional information about the importance of on-street parking in a pedestrian area, excerpted from The Original Green website:

<http://www.originalgreen.org/blog/the-importance-of-on-street.html>

The Pedestrian Shield



Thriving sidewalk cafe scenes depend on on-street parking for protection.

On-street parking isn't just a car storage device. There are other benefits as well. Remember what we said earlier about "when fear arrives, pedestrians depart"? One major source of fear is the possibility that a car might run off the street and hit you. On-street parking alleviates this fear, because each of those park cars acts as a shield of several thousand pounds of metal between you and the moving traffic. People don't consciously realize this all the time, but you've never seen a sidewalk cafe next to the expressway, have you?

Thriving Retail



Retail expert Bob Gibbs says that every on-street parking space in a thriving retail district is worth \$250,000 in sales to the nearby merchants on that street. People will walk much further along an interesting Main Street to get from their parking space to the store they're going to than they will walk from a parking lot. I blogged about Pedestrian Propulsion a couple years ago; that post explains why this is so. Simply put, if you want to kill the businesses along a thriving commercial street, just remove the on-street parking. Works every time.

- See more at:

<http://www.originalgreen.org/blog/the-importance-of-on-street.html#sthash.juFVA XvG.dpuf>

I hope you will move the parking plan forward and give it a try. It will greatly benefit the square at a nominal cost.

Kind regards,
Beth Dowdle

From: johnblades@comcast.net
To: council@townofpalmbeach.com
Date: 06/04/2014 05:17 PM
Subject: Town Hall Square renovation

Dear Mayor Coniglio, President Wildrick and Members of the Town Council:

My husband and I would like to urge you to accept the Marsh/Sanchez renovation as presented. It is my impression that the parallel parking around the square cannot be addressed at this time as the LPC has not made a ruling on it. The parking was to go to the Commission at their June meeting. If parking is discussed, the experts hired by the town think parking ringing the reflecting pool is a key element and will help insure safe usage of the park as well as benefit the merchants.

I thank you for your kind consideration. Best regards, Ann Blades, 402 Seabreeze, PB. Email <johnblades@comcast.net>

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 10, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Award Construction Manager at Risk Contract for the Town Hall Square Project
Approve Alternative 1 - Street Lighting and Alternative 2 - Central Fire Station Slab Replacement
Accelerated Capital Improvement Program- Phase 2
Resolution No. 84-2014 Construction Manager at Risk
Resolution No. 89-2014 Alternative 1 - Street Lighting and Alternative 2 - Central Fire Station Slab Replacement

Date: May 28, 2014

STAFF RECOMMENDATION

THE FOLLOWING RECOMMENDATIONS APPLY ONLY IF THE TOWN COUNCIL REJECTS THE APPEAL REGARDING THIS MATTER AT THE JUNE 10 TOWN COUNCIL MEETING AND DECIDES TO MOVE FORWARD WITH THIS PROJECT AT THIS TIME.

Town Staff recommends that Town Council approve Resolution No. 84-2014 and award a Construction Manager at Risk (CMAR) contract for the Town Hall Square Project for a Guaranteed Maximum Price (GMP) amount not to exceed \$5,630,336.44 and authorizing the Town Manager to execute a contract with Burkhardt Construction, Inc.

Staff also recommends Town Council approve Resolution No. 89-2014 to authorize Alternative 1 - Street Lighting and Alternative 2 - Central Fire Station Slab Replacement as part of the GMP in the amounts of \$255,000 and \$45,500 respectively, increasing the construction phase budget to \$5,930,836.44. Alternative 1 and Alternative 2 are to be funded separately from the Town Hall Square project.

GENERAL INFORMATION

LANDMARKS PRESERVATION COMMISSION

The Town's Landmarks Preservation Commission provided an informal review of the project at their January 16, 2014 meeting. The project was generally well received. Commissioners provided individual comments to the design team for consideration in the final design. No fundamental changes were recommended. Staff scheduled a presentation of the Town Council approved Project Scope and Design for a formal "Certificate of Appropriateness" review at the Landmarks Commission meeting on May 21, 2014. The Landmarks Commission approved all elements of the scope and design with the exception of the parking spaces adjacent to the park, deferring the parking issues to a future meeting. There is some dispute about whether the Commission's partial approval constitutes a Certificate of Appropriateness for this project.

OVERALL PROJECT SCHEDULE

The submitted construction schedule is a continuous 7 month project with an anticipated start of August 1 and an expected project completion of February 27, 2015. Work would go into the season. The Fountain restoration

would start immediately and per the schedule is anticipated to be completed by January 30, 2015. The heavy underground work and lane closures will be done in phases with the north bound and south bound easterly lanes in phase 1 to start August 4 and to be completed by November 14. Phase 2 lane construction would consist of north and south westerly lanes starting November 17 and anticipating completion by February 20, 2015. The associated hardscape and planting would be contained within those phases. This schedule is subject to the following conditions as stated by our CMAR firm, Burkhardt Construction, Inc.:

1. Regularly scheduled crew work hours shall be from 5:00 a.m. to 6:00 p.m., Monday through Friday; Town Council had approved the same work hours for the Worth Avenue Project. The 5:00 am early start time is stated to allow for early morning mobilization, concrete pours, utility crossings, utility work, maintenance of traffic setup, etc. in order to avoid traffic impacts during the course of the day. Additionally, due to the accelerated work schedule the extended work hours are needed to complete the work in a timely fashion.
2. Night, weekend, or holiday work beyond the regularly scheduled work hours stated above, which may be necessary due to emergency, delay or makeup time, shall be requested on a case by case basis and reviewed / approved by the Director of Public Works;
3. The project will require free and unlimited jobsite access for workmen and deliveries during all authorized work hours; and
4. The schedule makes no provision for delays caused by major storms.

Staff requests Town Council's direction concerning constructing this project during season.

FUNDING/FISCAL IMPACT

The previously presented cost estimate was based on the preliminary drawings and without complete project specifications. Final plans and specifications have been developed and our CMAR firm has prepared a Guaranteed Maximum Price (GMP). A detailed summary of the GMP is attached.

The breakdown of costs by area are as follows:

Direct Costs

- Fountain Restoration \$ 669,669.00
- Center Island (Inside the curbs) \$3,418,464.32
- FDOT roadway(paving and drainage)
- Perimeter Hardscape/Streetscape
- (Based on the submitted GMP, approximately \$40,000 is work outside the ROW [private property])

Contingency \$ 350,000.00

General Conditions and Project Management \$1,192,203.12

Total Guaranteed Maximum Price (GMP) \$5,630,336.44

Construction Administration \$ 270,000.00

Already Funded

Pre-Construction Services \$ 105,000.00

Study \$ 50,000.00

(Financed from General Capital)

Preliminary and Final Design \$ 398,000.00

Total Project Budget \$6,453,336.44

There has been discussion to proceed with the fountain rehabilitation only, which would have some cost implications. Should Town Council direct staff to move forward with the scope of work for the fountain only, the GMP would be \$1,379,710.12. There has also been discussion to delay the entire project until April 2015 with a completion date of December 2015. In the event the entire project or the non-fountain portion of the project was to be delayed, additional costs for the project would be on the order of \$135,000. A revised budget can be prepared based upon the approach Council chooses to pursue.

The Town allocated \$5.7 million for this project through the bond that was issued earlier this fiscal year. We also anticipate donations to the project, however, the extent of these possible donations is unknown at this time. One specifically pledged donation is \$212,500 from former Mayor Lesly Smith via the Preservation Foundation toward the fountain restoration portion of the project. The Town also has been approved for a State grant of at least \$350,000 and potentially up to \$700,000 to offset fountain restoration costs. Finally, approximately \$40,000 could be assessed to private property owners for the portion of the streetscape improvements that would be on private property.

Therefore, the Town has enough total funding to proceed with this project. Since some of that funding (state grants, assessments, some donations) will be received as reimbursement, Town Council would need to authorize expenditure of \$6,403,336.44 from the Phase 2 bond fund to proceed with this project at this time.

SPECIAL CONSIDERATIONS

The Street Lighting Improvements from Brazilian Avenue to Peruvian Avenue and the Central Fire Station Driveway apron replacement will be a part of the Town Hall Square construction as an add alternate to the GMP but funded separately. These were previously planned projects that can be done opportunistically with this larger project. Funding for the Street Lighting Improvements is fully contained within the Accelerated Capital Improvement Program Phase 2 in the amount \$229,267.98 with a contingency of \$25,732.02 for a total construction phase budget of \$255,000. The Central Fire Station Driveway slab will be funded from the Pay-As-You-Go Capital Improvement Fund in the amount of \$39,485.25 with a contingency of \$6,014.75 for a total construction phase budget of \$45,500.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

These resolutions have been reviewed by the Town Attorney and approved as to legal form and sufficiency.

Attachments

cc: Thomas G. Bradford, Deputy Town Manager
Jane Struder, Finance Director
Eric Brown, P.E., Assistant Director of Public Works
William Francis, P.E., Town Engineer
Michael Roach, P.E. Project Engineer
Lynda Cummings, Purchasing Agent

Town Hall Square Streetscape and Infrastructure Improvements

G.M.P. Based on 90% Construction Documents Progress Set

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President of Operations
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Kevin Schanen, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
Ph: (561) 845-0665
Fax: (561) 863-8175

Architect: **Bridges Marsh & Associates, Inc.**
Attn: Mark Marsh
18 Via Mizner
Palm Beach, FL 33480
Ph: (561) 832-1533
Fax: (561) 832-1520

Project: **Town Hall Square Streetscape and Infrastructure Improvements**

Plans: Based On 90% Plans/Specifications BCI Dated April 21, 2014
Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: 5/27/2014; rev. 6/2/14

Direct Construction Costs:	\$ 4,088,133.32
General Conditions	\$ 322,893.75
Project Management	\$ 406,500.00
Profit	\$ 462,809.37
Contingency	\$ 350,000.00
Total Guaranteed Maximum Price (G.M.P.)	\$ 5,630,336.44
ADD ALTERNATE #1 - STREET LIGHTING	\$ 229,267.98
ADD ALTERNATE #2 - FIRE STATION SLAB REPLACEMENT	\$ 39,485.25





with



Guaranteed Maximum Price (GMP) (RFP No. 2014-15)

Construction Manager at Risk Services
Palm Beach Town Hall Square Streetscape
and Infrastructure Improvements

Submitted by:

Burkhardt Construction, Inc.

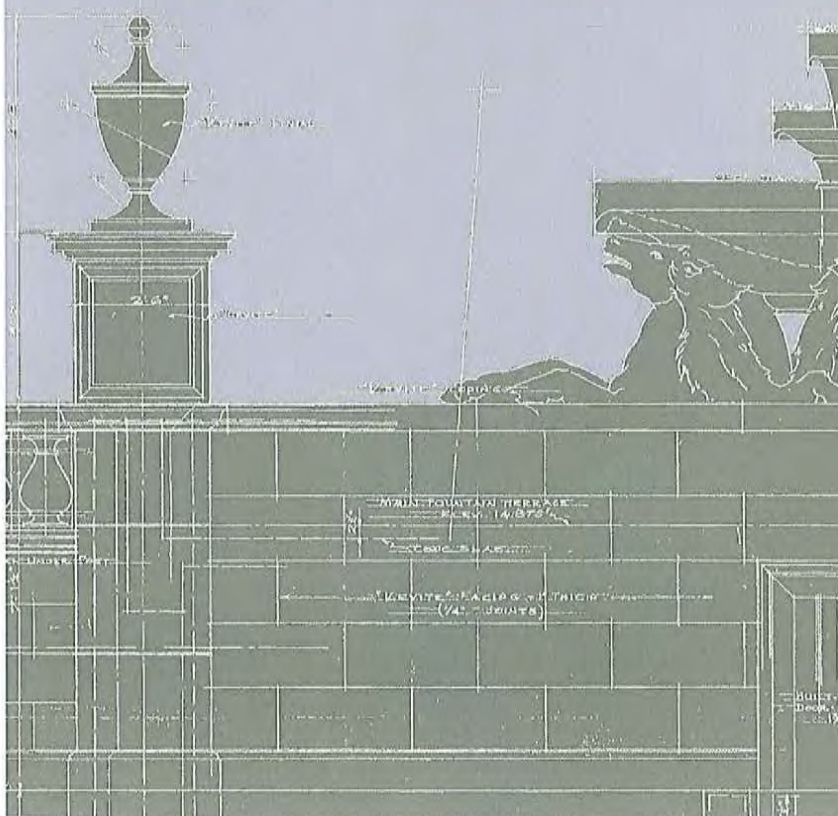
1400 Alabama Avenue, Suite 20

West Palm Beach, Florida 33401

(561) 659-1400

Contact: Marc Kleisley

May 27, 2014



Vincent G. Burkhardt
President



G.M.P.

Town Hall Square Streetscape and Infrastructure Improvements

G.M.P. Based on 90% Construction Documents Progress Set

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President of Operations
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Kevin Schanen, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
Ph: (561) 845-0665
Fax: (561) 863-8175

Architect: **Bridges Marsh & Associates, Inc.**
Attn: Mark Marsh
18 Via Mizner
Palm Beach, FL 33480
Ph: (561) 832-1533
Fax: (561) 832-1520

Project: **Town Hall Square Streetscape and Infrastructure Improvements**

Plans: Based On 90% Plans/Specifications BCI Dated April 21, 2014
Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: May 27, 2014

Direct Construction Costs:	\$	4,088,133.32
General Conditions	\$	322,893.75
Project Management	\$	406,500.00
Profit	\$	485,000.00
Contingency	\$	350,000.00
Total Guaranteed Maximum Price (G.M.P.)	\$	5,652,527.07
ADD ALTERNATE #1 - STREET LIGHTING	\$	210,337.60
ADD ALTERNATE #2 - FIRE STATION SLAB REPLACEMENT	\$	36,225.00



Town Hall Square Streetscape and Infrastructure Improvements

G.M.P. Based on 90% Construction Documents Progress Set

From: **Burkhardt Construction, Inc.**
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Project: **Town Hall Square Streetscape and Infrastructure Improvements**

Plans: Based On 90% Plans/Specifications BCI Dated April 21, 2014
Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: May 27, 2014

FOUNTAIN REHABILITATION ONLY

Direct Construction Costs:	\$ 944,710.12
General Conditions	\$ 80,000.00
Project Management	\$ 100,000.00
Profit	\$ 115,000.00
Contingency	\$ 140,000.00
Total Guaranteed Maximum Price (G.M.P.)	\$ 1,379,710.12

Vincent G. Burkhardt
President



Direct Construction Costs

Town of Palm Beach

Town Hall Square Streetscape and Infrastructure Improvements
Direct Construction Cost

Prepared by Burkhardt Construction, Inc.

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
MAINTENANCE OF TRAFFIC										
MOT PLAN	6 EA		\$150.00	\$900.00				BOB'S	900	900
WORK ZONE SIGNS	10920 E/D		\$0.40	4,368.00				BOB'S	4368	4368
BARRICADE TEMP. TYPE I, II, VP & DRUM	42000 E/D		\$0.30	12,600.00				BOB'S	12600	12600
BARRICADE TEMP. TYPE III, 6"	630 E/D		\$0.60	378.00				BOB'S	378	378
ADVANCE WARNING ARROW PANEL	420 E/D		\$25.00	10,500.00				BOB'S	10500	10500
STEADY BURN &/OR FLASHING LIGHTS	63000 E/D		\$0.30	18,900.00				BOB'S	18900	18900
HI INTENSITY FLASHING LIGHT, TEMP. TYPE "B"	13020 E/D		\$1.15	14,973.00				BOB'S	14973	14973
VARIABLE MESSAGE BOARD	1050 E/D		\$35.00	36,750.00				BOB'S	36750	36750
BARRIER WALL	31500 E/D		\$1.50	47,250.00				BEC	47250	47250
POST MOUNTING FOR ADVANCE WARNING SIGNS	40 EA		\$65.00	2,600.00				BOB'S	2600	2600
SALES TAX FOR MOT DEVICES	1 LS		\$12,355.14	12,355.14				BOB'S	12355.14	12355.14
ORANGE SAFETY FENCE AND POSTS	1 LS		\$1,592.12	1,592.12				BOB'S	1592.12	1592.12
MOT / SAFETY DEVICE SET-UP & MAINTENANCE	1 LS		\$16,116.67	16,116.67	15366.67	750	1592.12		56700	16116.67
TEMPORARY PEDESTRIAN BARRICADES WITH SCREEN	37800 E/D		\$1.50	56,700.00				BEC	56700	56700
TEMPORARY PEDESTRIAN BOARDWALKS	1 LS		\$50,106.21	50,106.21	34045.9	2800	13260.31		1575	50106.21
CONTINUOUS SITE CLEANING / DEBRIS REMOVAL	1 LS		\$16,524.32	16,524.32	9189.32	5760		BOB'S	660.96	16524.32
TEMPORARY PEDESTRIAN BOARDWALKS	48 ROL		\$13.77	660.96					660.96	660.96
DANGER RIBBON	50 CY		\$175.00	8,750.00					8750	8750
FLOWABLE FILL	1 LS		\$18,772.99	18,772.99	7039.87	5670			6063.12	18772.99
ROADWAY STEEL PLATES	1 LS		\$15,750.21	15,750.21	15750.21				15750.21	15750.21
ROADWAY FLAGMEN	1 LS		\$24,252.80	24,252.80	11695.6	6700	3307.2		2550	24252.8
TEMPORARY ASPHALT PATCHING	1 LS		\$3,875.00	3,875.00					3875	3875
TEMPORARY ROADWAY STRIPING	1 LS		\$3,377.29	3,377.29					3377.29	3377.29
ALLOWANCE FOR SPECIALTY SIGNAGE	1 LS		\$2,159.60	2,159.60		400		ALLOW	1759.6	2159.6
LIGHT BANKS FOR NIGHT WORK	1 LS							SUNBELT		0
OFF DUTY POLICE OFFICERS	NIC									0
TEMPORARY STREET LIGHTING	NIC									0
DEMOLITION/CLEARING & GRUBBING										
NPDES	1 LS		\$5,904.20	5,904.20					5904.2	5904.2
COMPLETE TREE/PALM/PLANT REMOVAL AND DISPOSAL (IN EXISTING SIDEWALK PLANTER AREAS)	40 EA		\$100.00	4,000.00					4000	4000
PROTECT EXISTING MAST ARM	1 LS		\$500.00	500.00					500	500
PROTECT EXISTING COLUMNS	1 LS		\$14,266.16	14,266.16	3086.16	1200	10000		14266.16	14266.16
SAW CUT EXISTING CONCRETE	5000 LF		\$1.50	7,500.00					7500	7500
SAW CUT EXISTING ASPHALT	4500 LF		\$1.50	6,750.00					6750	6750
CONCRETE SIDEWALK/ CURB REMOVAL & DISPOSAL	23,775 SF		\$2.00	47,550.00					47550	47550
ASPHALT PAVEMENT REMOVAL & DISPOSAL (4" AVG. THICK- ESTIMATED)	8,400 SF		\$1.50	12,600.00					12600	12600
REMOVE LANDSCAPE PLANTERS ALONG BUILDINGS	1 LS		\$5,000.00	5,000.00					5000	5000
REMOVE/RELOCATE/STORE/REINSTALL NEWS STAND CORRAL	2 EA		\$500.00	1,000.00					1000	1000
REMOVE/RELOCATE/REINSTALL USPS MAILBOX	1 EA		\$500.00	500.00					500	500
REMOVE EXISTING CONCRETE RAMP ON NORTH SIDE OF TOWN HALL	125 SF		\$5.00	625.00					625	625
REMOVE EXISTING CONCRETE FOUNDATIONS	3 EA		\$200.00	600.00					600	600
REMOVE EXISTING PIPE RAILINGS AT CONCRETE RAMP	35 LF		\$10.00	350.00					350	350
REMOVE EXISTING VAULT COVERS	2 EA		\$200.00	400.00					400	400

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
REMOVE EXISTING STREET SIGNS & POSTS	30 EA		\$20.00	\$ 600.00			BIG D	600		600
REMOVE EXISTING STREET SIGN & POST / STORE FOR REINSTALLATION	1 EA		\$100.00	\$ 100.00			BIG D	100		100
REMOVE EXISTING TRENCH DRAIN AT FIRE STATION	45 LF		\$72.00	\$ 3,240.00			BIG D	3240		3240
REINSTALL HURRICANE SHUTTER ANCHORS	1 LS		\$12,227.39	\$ 12,227.39	9227.39	1500	1500			12227.39
WINDOW CLEANING	1 LS		\$11,188.78	\$ 11,188.78	10738.78	450	450			11188.78
PRIVATE PROPERTY RESTORATION	1 LS		\$25,000.00	\$ 25,000.00			BCI	25000		25000
ROLL OFF DUMPSTER	20 PUL		\$477.48	\$ 9,549.54				SWS	9549.54	9549.54
EARTHWORK AND GRADING				\$74,929.94						
EXCAVATE/ GRADE FOR SIDEWALKS, DRIVES, CURBS, & ROADWAY	4,010 SY		\$5.00	\$ 20,050.00			BIG D	20050		20050
EXCAVATE/ GRADE FOR PLANTER AREAS	1,740 SY		\$5.00	\$ 8,700.00			BIG D	8700		8700
EXCAVATE/ GRADE FOR TRENCH RESTORATION	1,210 SY		\$5.00	\$ 6,050.00			BIG D	6050		6050
GRADE / COMPACT FOR PLAZA AREA	1,170 SY		\$3.00	\$ 3,510.00			BIG D	3510		3510
EXCAVATE / REGRADE & COMPACT EXISTING ROCK BASE FOR X-WALKS	325 SY		\$5.00	\$ 1,625.00			BIG D	1625		1625
HAUL SURPLUS FILL	500 TCY		\$10.00	\$ 5,000.00			allowance	5000		5000
FINAL DRESSING AND FINISH GRADING	1 LS		\$16,178.73	\$ 16,178.73	7438.73	6640			2100	16178.73
FINAL CONSTRUCTION CLEAN	1 LS		\$13,816.21	\$ 13,816.21	6126.21	3840			3850	13816.21
WATER / SEWER				\$26,200.00						
WATER										
REMOVE EXISTING METER/BFP/ AND METER BOX	1 EA		\$325.00	\$ 325.00			J-D	325		325
RELOCATE EXISTING METER	1 EA		\$775.00	\$ 775.00			J-D	775		775
F&I NEW BFP & METER BOX	1 EA		\$3,150.00	\$ 3,150.00			J-D	3150		3150
F&I NEW 2" POLY WATER SERVICE FOR IRRIGATION	100 LF		\$27.00	\$ 2,700.00			J-D	2700		2700
F&I NEW WATER METER BOXES	10 EA		\$450.00	\$ 4,500.00			J-D	4500		4500
F&I GROUND HYDRANTS COMPLETE WITH ALL NECESSARY CONNECTIONS, PIPING ETC. FOR A COMPLETE WORKING SYSTEM	5 EA		\$2,050.00	\$ 10,250.00			J-D	10250		10250
ADJUST EXISTING WATER VALVE BOXES TO GRADE	15 EA		\$300.00	\$ 4,500.00			J-D	4500		4500
SEWER				NONE ANTICIPATED						
TOPB FUEL LINE (ALLOWANCE)				\$100,000.00						
PROPOSED FUEL LINE & EXISTING TANK REMOVAL	1 LS		\$100,000.00	\$ 100,000.00	0	0	0 allowance	100000	0	100000
					0	0	0	0	0	0
FRANCHISE UTILITIES (CATV, PHONE, GAS, FPL)				NOT INCLUDED						
FPL POLE RELOCATIONS		BY OWNER			0	0	0	0	0	0
FPL ENGINEERING/INSTALLATION FEES		BY OWNER			0	0	0	0	0	0
AT&T ENGINEERING/INSTALLATION FEES		BY OWNER			0	0	0	0	0	0
COMCAST ENGINEERING/INSTALLATION FEES		BY OWNER			0	0	0	0	0	0
GAS CO. ENGINEERING/INSTALLATION FEES		BY OWNER			0	0	0	0	0	0
STORM DRAINAGE				\$342,725.00						
REMOVE & DISPOSE OF EXISTING DRAINAGE STRUCTURES	7 EA		\$1,100.00	\$ 7,700.00			J-D	7700		7700
REMOVE & DISPOSE EXISTING DRAINAGE PIPE	275 LF		\$32.00	\$ 8,800.00			J-D	8800		8800
F&I J-8 MH WITH RING & COVER ON EXISTING PIPE	4 EA		\$8,100.00	\$ 32,400.00			J-D	32400		32400
F&I J-8 MH WITH RING & COVER ON EXISTING PIPE/ ECCENTRIC	1 EA		\$7,325.00	\$ 7,325.00			J-D	7325		7325
F&I P-8 MH WITH RING & COVER ON EXISTING PIPE	2 EA		\$5,225.00	\$ 10,450.00			J-D	10450		10450
F&I P-8 MH WITH RING & COVER ECCENTRIC	1 EA		\$4,965.00	\$ 4,965.00			J-D	4965		4965
F&I P-8 MH WITH RING & COVER	10 EA		\$4,125.00	\$ 41,250.00			J-D	41250		41250
F&I C-9 CURB INLET WITH FRAME & GRATE	11 EA		\$3,965.00	\$ 43,615.00			J-D	43615		43615
F&I C INLET WITH DROP CURB FRAME & GRATE	3 EA		\$3,965.00	\$ 11,895.00			J-D	11895		11895

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
F&I 18" RCP	815 LF		\$85.00	\$ 69,275.00			J-D	69275		69275
TIE INTO EXISTING PIPE	2 EA		\$1,500.00	\$ 3,000.00			J-D	3000		3000
TRENCH RESTORATION	8800 SF		\$4.25	\$ 37,400.00		subgr/base	J-D	37400		37400
TRENCH DRAIN @ FIRE STATION, COMPLETE. (TABBY CONCRETE BY OTHERS). PRICE SHALL INCLUDE TEMPORARY PROTECTION UNTIL THE FINAL SURFACE IS COMPLETED ALLOWING FIRE DEPARTMENT OPERATIONS TO REMAIN ACTIVE.	1 LS		\$23,150.00	\$ 23,150.00				23150		23150
ADJUST EXISTING MH'S / INLETS TO GRADE	10 EA		\$700.00	\$ 7,000.00				7000		7000
RAINWATER LEADER UNDER WALKS W/CURB GRATE (AS REQUIRED)	10 EA		\$500.00	\$ 5,000.00			allowance	5000		5000
POTHOLING & EXPLORATORY DIGGING	1 LS		\$6,700.00	\$ 6,700.00			J-D	6700		6700
ROCK EXCAVATION (AS REQUIRED)	1 LS		\$3,800.00	\$ 3,800.00			J-D	3800		3800
TRENCH SAFETY	1 LS		\$1,500.00	\$ 1,500.00			J-D	1500		1500
SUPPORT ROOF STRUCTURE	1 LS		\$2,000.00	\$ 2,000.00			J-D	2000		2000
DEWATERING (AS REQUIRED)	1 LS		\$15,500.00	\$ 15,500.00			J-D	15500		15500
DESILT EXISTING STORM SYSTEM WITHIN CONSTRUCTION LIMITS	NIC									0
ROADWAY CONSTRUCTION				\$304,136.00						
12" COMPACTED SUBGRADE	4,010 SY		\$1.00	\$ 4,010.00			BIG D	4010		4010
8" ROCK CURB PAD	1,570 SY		\$25.00	\$ 39,250.00			BIG D	39250		39250
FLOWABLE FILL	100 CY		\$175.00	\$ 17,500.00			BIG D	17500		17500
FUEL LINE TRENCH RECONSTRUCTION	70 SY		\$90.00	\$ 6,300.00	420	asphalt only	BIG D	4550	1120	6300
STORM DRAINAGE TRENCH RECONSTRUCTION	975 SY		\$32.00	\$ 31,200.00			BIG D	31200		31200
IRRIGATION SLEEVE TRENCH RECONSTRUCTION	45 SY		\$90.00	\$ 4,050.00	270	135 BIG D	BIG D	2925	720	4050
ELECTRICAL SLEEVE TRENCH RECONSTRUCTION	95 SY		\$90.00	\$ 8,550.00	570	285 BIG D	BIG D	6175	1520	8550
ASPHALT MILLING (VARIABLE THICKNESS) - MIN 2"	8,440 SY		\$4.20	\$ 35,448.00			RANGER	35448		35448
2" ASPHALT (FDOT RW-1" OF FC-9.5 & 1" MIN. TYPE SP TRAFFIC "B") (TOPB RW--1" MIN TYPE S-3), TACK BETWEEN LIFTS AND ROCK BASE PRIMED	8,440 SY		\$18.70	\$ 157,828.00			RANGER	157828		157828
SIDEWALK/CONCRETE CURB CONSTRUCTION				\$568,033.00						
TYPE "F" CURB	2,775 LF		\$21.00	\$ 58,275.00			ADEIMY	58275		58275
TYPE "D" CURB	500 LF		\$21.00	\$ 10,500.00			ADEIMY	10500		10500
VALLEY GUTTER	325 LF		\$21.00	\$ 6,825.00			ADEIMY	6825		6825
12" COMPACTED SUBGRADE "TABBY" CONCRETE WORK	2,380 SY		\$1.50	\$ 3,570.00			BIG D	3570		3570
8" THICK REINFORCED TABBY CROSSWALKS (4000 PSI) INCLUDING EXPANSION & CONTROL JOINTS	650 SF		\$24.88	\$ 16,172.00			CONNERY	16172		16172
6" THICK CONCRETE RECONSTRUCTION FOR FUEL LINE INSTALL	200 SF		\$9.60	\$ 1,920.00			CONNERY	1920		1920
6" THICK REINFORCED TABBY CROSSWALKS (4000 PSI) INCLUDING EXPANSION & CONTROL JOINTS	2900 SF		\$22.20	\$ 64,380.00			CONNERY	64380		64380
6" THICK REINFORCED TABBY DRIVE APPROACHES & DRIVES (4000 PSI) INCLUDING EXPANSION & CONTROL JOINTS	1,130 SF		\$22.20	\$ 25,086.00			CONNERY	25086		25086
4" THICK TABBY SIDEWALK (3000 PSI) INCLUDING EXPANSION & CONTROL JOINTS	16,750 SF		\$19.46	\$ 325,955.00			CONNERY	325955		325955
FIRE STATION APPROACH SLAB REPLACEMENT	1 LS		ADD ALT#2				ADEIMY	ADD ALT#2		0
CAULKING OF EXPANSION JOINTS	5,000 LF		\$4.00	\$ 20,000.00			CONNERY	20000		20000
TREE PIT SUBTERRANEAN HEADER CURB (12"x12")	600 LF		\$36.00	\$ 21,600.00			CONNERY	21600		21600
H.C. RAMPS WITH TRUNCATED DOMES	25 EA		\$750.00	\$ 18,750.00			ADEIMY	18750		18750
TIE INTO EXISTING PRIVATE PROPERTY	1 LS		\$15,000.00	\$ 15,000.00			BCI	15000		15000
FURNISHINGS AND MISCELLANEOUS				\$43,452.17						
BILCO HATCHES FOR VAULT	4 EA		\$4,172.12	\$ 16,688.47	795.47		15893	20000.00		16688.47
TREE GRATES WITH TABBY	20 EA		\$1,000.00	\$ 20,000.00			allowance	750.00		20000
PAINT VALVE BOXES, INLETS & MANHOLES	1 LS		\$6,763.70	\$ 6,763.70	4613.7	350			1050	6763.7

Item Description	Quantity	U/M	Unit Price	Amount	Labor	Equipment	Material	Subcontractor	General/Rental	Subtotal
STREET LIGHTING / ELECTRICAL										
REMOVE EXISTING STREET LIGHTS INCLUDING FOUNDATIONS, CONDUITS, WIRE, LUMINAIRES COMPLETE.	16 EA		ADD ALT #1	\$171,460.45			CR DUNN	ADD ALT #1		0
(F) FURNISH AND INSTALL SPECIFIED STREET LIGHT POLES WITH FIXTURES INCLUDING ALL CONDUIT, WIRE, PULL BOXES, HAND HOLES, GROUND RODS, FOUNDATIONS, BULBS, GFI RECEPTACLES, ANCHOR BOLTS, AND WIND LOAD CALCULATIONS FOR A COMPLETE WORKING SYSTEM	16 EA		ADD ALT #1				CR DUNN	ADD ALT #1		0
(A) FURNISH AND INSTALL UPWARD TREE LIGHTING INCLUDING POST, GFI RECEPTACLES, WEATHERPROOF COVER, CONDUIT, WIRING, PULL BOXES, HANDHOLES, AND BULBS FOR A COMPLETE WORKING SYSTEM	25 EA		\$1,872.95	46,823.75			CR DUNN	46823.75		46823.75
(B) FURNISH AND INSTALL DOWNWARD TREE LIGHTING INCLUDING ALL CONDUIT, WIRE, HANDHOLES, JUNCTION BOXES, BULBS, AND MOUNTING DEVICES FOR A COMPLETE WORKING SYSTEM.	40 EA		\$1,663.78	66,551.20			CR DUNN	66551.2		66551.2
(T) FURNISH AND INSTALL TRANSFORMERS FOR LOW VOLTAGE TREE LIGHTING COMPLETE	25 EA		\$164.70	4,117.50			CR DUNN	4117.5		4117.5
(C) FURNISH AND INSTALL CONDUIT AND JUNCTION BOXES ONLY FOR FUTURE LIGHTING ON THE SOUTH SIDE OF THE TOWN HALL FACADE (2 LOCATIONS)	1 LS		\$4,250.00	4,250.00			CR DUNN	4250		4250
(D) CAREFULLY REMOVE, STORE, AND REINSTALL EXISTING WELL LIGHTS	25 EA		\$670.00	16,750.00			CR DUNN	16750		16750
(E) FURNISH AND INSTALL STEP LIGHTS INCLUDING CONDUIT, WIRE, TRANSFORMERS, JUNCTION BOXES, HANDHOLES, AND MOUNTING DEVICES FOR A COMPLETE WORKING SYSTEM	2 EA		\$459.00	918.00			CR DUNN	918		918
PUMP ROOM- TO INCLUDE ANY/ ALL DEMOLITION OF THE EXISTING SYSTEM. FURNISH AND INSTALL NEW PANEL, METER & METER BOX, BREAKERS, WIRES, NEW WIRES TO FPL POLE, TIME CLOCKS, CONTACTORS, FINAL HOOK UP OF ALL COMPONENTS, ETC., FOR A COMPLETE WORKING SYSTEM	1 LS		\$16,750.00	16,750.00			CR DUNN	16750		16750
IRRIGATION TIME CLOCK SERVICE HOOK-UP	1 LS		\$300.00	300.00			CR DUNN	300		300
F & I FOUNTAIN REFLECTION POOL LIGHTING (ALLOWANCE)	1 LS		\$15,000.00	15,000.00			CR DUNN	15000		15000
PAVEMENT MARKINGS AND SIGNAGE				\$52,445.00						
PAVEMENT MARKINGS / RPM'S	1 LS		\$12,100.00	12,100.00				12100		12100
CUSTOM SIGN POST, FINAL & BASE COVER (INCL. FOUNDATION)	1 LS		\$40,345.00	40,345.00				40345		40345
WAYFINDING SIGNAGE	1 LS		NIC	NOT INCLUDED						
HISTORIC PLAZA ELEMENTS AND FOUNTAIN RESTORATION				\$1,497,883.00						
HISTORIC FOUNTAIN RESTORATION:	1 LS		\$669,669.00	669,669.00			HEDRICK	669669		669669
PLAZA RESTORATION	1 LS		\$647,931.00	647,931.00			HEDRICK	647931		647931
NEW STEPS & LANDING ALONG S. SIDE OF EXISTING FOUNTAIN WITH STONE CLADDING AND DECORATIVE ALUMINUM HANDRAIL	1 LS		\$180,283.00	180,283.00			HEDRICK	180283		180283
LANDSCAPING				\$303,455.38						
SALVAGE/ DEMOLITION OF TREES, PALMS, PLANTS, SHRUBS, INCLUDING SOD REMOVAL SHALL BE AS INDICATED ON DRAWING L-1.8	1 LS		\$11,814.00	11,814.00				TC/ROOD	11814	11814
ANNUALS AS SPECIFIED, 1 GALLON,	160 EA		\$3.50	560.00				TC/ROOD	560	560
CARISSA MACROCARPA "EMERALD BLANKET" / EMERALD BLANKET	70 EA		\$8.75	612.50				TC/ROOD	612.5	612.5
CARISSA / 3-GAL. / 16" SPR MIN. / 18" OC										
FICUS MICROCARPA "GREEN ISLAND" / FICUS GREEN ISLAND / 7-GAL. / FULL / 24" OC	90 EA		\$34.99	3,149.10				TC/ROOD	3149.1	3149.1

Town Hall Square Streetscape and Infrastructure Improvements FOUNTAIN REHABILITATION ONLY
Direct Construction Cost

[illegible]

\$944,710.12	2000	0	1592.12	932068	9050	944710.12
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Vincent G. Burkhardt
President



General Conditions

Town Hall Square Streetscape and Infrastructure Improvements
G.M.P. Based on 90% Construction Documents Progress Set
GENERAL CONDITIONS

From: **Burkhardt Construction, Inc.**
 Attn: Marc Kleisley, Vice President of Operations
 1400 Alabama Ave.
 West Palm Beach, FL 33401
 Ph: (561) 659-1400
 Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
 Public Works & Engineering Dept
 951 Old Okeechobee Road
 West Palm Beach, FL 33401
 Tel: (561) 838-5440
 Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
 Attn: Kevin Schanen, P.E.
 1920 Wekiva Way, Suite 200
 West Palm Beach, FL 33411
 Ph: (561) 845-0665
 Fax: (561) 863-8175

Architect: **Bridges Marsh & Associates, Inc.**
 Attn: Mark Marsh
 18 Via Mizner
 Palm Beach, FL 33480
 Ph: (561) 832-1533
 Fax: (561) 832-1520

Project: **Town Hall Square Streetscape and Infrastructure Improvements**

Plans: Based On 90% Plans/Specifications BCI Dated April 21, 2014
 Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: May 27, 2014

Item Description						Amount
BASED ON A 7 MONTH DURATION						
MOBILIZATION (move-in, move-out)						\$8,000.00
TRANSPORT	\$65.00 /	Hr	x	80		\$5,200.00
EQUIPMENT	\$35.00 /	Hr.	x	80		\$2,800.00
SUBCONTRACTOR MOBILIZATION(S)	NONE ADDITIONAL					



PROJECT FIELD OFFICE						\$68,915.00
OFFICE	\$3,500.00 /	mo.	x	7		\$24,500.00
YARD	\$0.00 /	mo.	x	0		\$0.00
EMPLOYEE PARKING FEES	\$500.00 /	mo.	x	7		\$3,500.00
WORK PLATFORM FOR YARD	\$200.00 /	mo.	x	0		\$0.00
TEMPORARY FENCING FOR YARD	\$500.00 /	mo.	x	0		\$0.00
CONSTRUCTION YARD LIGHTING	\$0.00 /	mo.	x	0		\$0.00
OFFICE FURNISHINGS	\$500.00 /	mo.	x	7		\$3,500.00
COMPUTERS	\$300.00 /	mo.	x	7		\$2,100.00
PROCORE SOFTWARE	\$500.00 /	mo.	x	7		\$3,500.00
SUBMITTAL SOFTWARE	\$4,000.00 /	ls	x	1		\$4,000.00
COPY MACHINE	\$350.00 /	mo.	x	7		\$2,450.00
FAX MACHINE	\$100.00 /	mo.	x	0		\$0.00
INTERNET SERVICE	\$150.00 /	mo.	x	7		\$1,050.00
CELLULAR TELEPHONE	\$500.00 /	mo.	x	7		\$3,500.00
TELEPHONE	\$150.00 /	mo.	x	7		\$1,050.00
FEDERAL EXPRESS MAILINGS	\$100.00 /	mo.	x	7		\$700.00
POSTAGE	\$50.00 /	mo.	x	7		\$350.00
PHOTOGRAPHS						
AERIAL PHOTOS	\$110.00 /	mo.	x	7		\$770.00
JOB PHOTOS	\$50.00 /	wk	x	7		\$350.00
PRE-CONSTRUCTION VIDEO	\$2,800.00 /	ls	x	1		\$2,800.00
PLAN REPRODUCTION COST/PRINTING	\$200.00 /	set	x	15		\$3,000.00
OFFICE SUPPLIES	\$50.00 /	mo.	x	7		\$350.00
FIRST AID SUPPLIES	\$50.00 /	mo.	x	7		\$350.00
WATER SERVICE	\$35.00 /	mo.	x	7		\$245.00
SANITARY SERVICE	\$50.00 /	mo.	x	7		\$350.00
ELECTRIC SERVICE	\$200.00 /	mo.	x	7		\$1,400.00
GARBAGE SERVICE	\$25.00 /	mo.	x	7		\$175.00
CONSTRUCTION WATER	\$500.00 /	mo.	x	7		\$3,500.00
JOHN DEERE GATOR (1)	\$500.00 /	mo.	x	7		\$3,500.00
ICE	\$275.00 /	mo.	x	7		\$1,925.00

BONDS						\$70,656.25
GENERAL BOND	\$5,652,500.00		x	1.25%		\$70,656.25
SUBCONTRACTORS BONDS						

PARTNERING INITIATIVES/COMMUNITY BENEFIT PROGRAM						\$2,500.00
NOTICES, LETTERS, INFORMATION MEETINGS						\$2,500.00

INSURANCE						\$110,397.50
GENERAL INSURANCE	\$5,652,500.00		x	1.90%		\$107,397.50
Commercial General Liability						
Comprehensive Automobile Liability						
Owner Idemnification						
Professional (Errors/Omissions) Liability						
Excess/Umbrella Liability						
ADD'L INSUREDS	\$100.00 /	ea.	x	30		\$3,000.00
ADDED INSURANCES						NOT INCLUDED
Railroad protective Liability Ins.						NOT INCLUDED
Builders Risk Insurance						NOT INCLUDED
Installation Floater						NOT INCLUDED
Flood Insurance						NOT INCLUDED
SUBCONTRACTORS' INSURANCE						INCLUDED IN THEIR DIRECT COSTS

SANITARY SERVICES						\$1,750.00
JOB TOILET (2ea.)	\$250.00 /	mo.	x	7		\$1,750.00

TESTING COSTS						\$16,375.00
DENSITIES						
PRESSURE						
PROCTORS						



BACTERIOLOGICAL
CONCRETE CYLINDERS
ENGINEERING & REPORTING
TYPING OF INSTALLED LINES

FEEES

TOPB BUILDING DEPT. PERMIT FEES/REVISION FEES
PERMIT SUBMISSION AND EXPEDITING
FDOT GENERAL USE PERMITS
DEWATERING PERMITS
RAILROAD PERMITS; N/A
PALM BEACH COUNTY PERMITS; N/A
CITY OF WEST PALM BEACH PERMITS; N/A

\$2,500.00
NONE ANTICIPATED
\$2,500.00

SURVEYING

LAYOUT & ASBUILTS
ALLOWANCE FOR RESTAKING
& DRAFTING

Avirom & Associates, Inc.

\$3,500.00 / LS x 1

\$36,800.00

\$33,300.00

\$3,500.00

SMALL HAND TOOLS/EQUIPMENT RENTAL

ALLOWANCE (GENERAL)
HANDLING, STORAGE, UN-LOADING OF OWNER DIRECT PURCHASE MATERIALS

\$5,000.00

\$5,000.00

N/A

GENERAL CONDITIONS TOTAL

\$322,893.75

Vincent G. Burkhardt
President



Management Fee

Town Hall Square Streetscape and Infrastructure Improvements

G.M.P. Based on 90% Construction Documents Progress Set

CONSTRUCTION PHASE MANAGEMENT FEE

From: **Burkhardt Construction, Inc.**
Attn: Marc Kleisley, Vice President of Operations
1400 Alabama Ave.
West Palm Beach, FL 33401
Ph: (561) 659-1400
Fax: (561) 659-1402

Owner: **Town Of Palm Beach**
Public Works & Engineering Dept
951 Old Okeechobee Road
West Palm Beach, FL 33401
Tel: (561) 838-5440
Fax: (561) 835-4691

Engineer: **Kimley-Horn & Associates, Inc.**
Attn: Kevin Schanen, P.E.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
Ph: (561) 845-0665
Fax: (561) 863-8175

Architect: **Bridges Marsh & Associates, Inc.**
Attn: Mark Marsh
18 Via Mizner
Palm Beach, FL 33480
Ph: (561) 832-1533
Fax: (561) 832-1520

Project: **Town Hall Square Streetscape and Infrastructure Improvements**

Plans: Based On 90% Plans/Specifications BCI Dated April 21, 2014
Complete Plan Log Attached

Location: Town of Palm Beach

Proposal Date: May 27, 2014



Item Description	Quantity	(Hrs./Week)	Wks.	Rate/Hr.	Amount
Project Principal	5	Hrs./Wk.	30	\$ 175.00	\$ 26,250.00
Senior Project Manager	0	Hrs./Wk.	0	\$ 130.00	\$ -
Project Manager	40	Hrs./Wk.	30	\$ 100.00	\$ 120,000.00
Assistant Project Manager	24	Hrs./Wk.	30	\$ 75.00	\$ 54,000.00
Superintendent/Construction Field Manager	40	Hrs./Wk.	30	\$ 75.00	\$ 90,000.00
Merchant/Resident Liaison	40	Hrs./Wk.	30	\$ 75.00	\$ 90,000.00
Project Accountant	5	Hrs./Wk.	30	\$ 75.00	\$ 11,250.00
Administrative Assistant	10	Hrs./Wk.	30	\$ 50.00	\$ 15,000.00
Field Office Clerk	0	Hrs./Wk.	0	\$ 45.00	\$ -
Total Construction Management Fee					\$ 406,500.00



Vincent G. Burkhardt
President



Exceptions & Certifications

Town Hall Square Streetscape and Infrastructure Improvements

G.M.P. Based on 90% Construction Documents Progress Set

Exceptions & Clarifications - May 27, 2014

GENERAL

- 1 Scope of work and quantities are based on modified Construction Plans for Town Hall Square Streetscape and Infrastructure Improvements. This is a 90% review set. Complete plan log is included with this submittal.
- 2 Guaranteed Maximum Price (G.M.P.) was compiled using competitive bids received from pre-approved subcontractors and vendors.
- 3 G.M.P. includes a 8.5% contingency.
- 4 G.M.P. does not include any capital improvement fees, connection fees or impact fees.
- 5 It is understood that the Direct Construction Cost (Exhibit "A") is unit prices for the work shown in the plans and as modified by these exceptions and clarifications.
- 6 Project master schedule and schedule updates shall be a bar chart schedule acceptable to the Owner prepared by CMAR in house personnel.
- 7 Project Manual as described in the contract shall mean the closeout project manual which shall be updated periodically and presented to the Owner upon completion of the project. The information contained in this manual shall be as requested by the Owner.
- 8 G.M.P. cost estimate includes additional insurance premiums for naming individual property owners as additional insureds.
- 9 G.M.P. includes all sales tax on materials. Should the Owner decide to direct Owner purchase certain materials, the tax savings will revert to the owner.
- 10 All Construction easements shall be executed and all permits shall be issued prior to commencement of the project.
- 11 Direct construction costs are based on a project start date no later than August 1, 2014. Labor and equipment prices are firm for all work completed through February 28, 2015. Material price increases shall be passed through to the Owner with proper documentation, and paid for with Contingency.
- 12 TOPB Building Permits; All permits shall be in hand prior to start of construction.



13 The following are part of the G.M.P. in order to facilitate the aggressive work schedule.

- a. Regularly scheduled crew work hours shall be from 5:00 AM to 6:00 PM Monday through Friday.
- b. Night, weekend or holiday work beyond the regularly scheduled work hours stated in item a., which may be necessary due to emergency, delay or makeup time, shall be requested on a case by case basis and reviewed/approved solely and exclusively by the Public Works Staff.
- c. The project will require free and unlimited jobsite access for workmen and deliveries during all authorized work hours.
- d. The schedule makes no provision for delays caused by named storms.
- e. The construction contract shall be authorized by the Town Council in the June 2014 Town Council meeting.

DEMOLITION / CLEARING & GRUBBING

- 1 G.M.P. does not include costs for removal / remediation of asbestos cement pipe or any other hazardous materials.

EARTHWORK / GRADING / SIDEWALK / ROADWAY CONSTRUCTION

- 1 G.M.P. does not include removal or replacement of any unsuitable subsoils. Demucking is specifically excluded.
- 2 Prices are based on re-using excavated material for backfill. No unsuitable subsoil excavation, removal or replacement. Unsuitable soil, if encountered shall be removed, disposed of, replaced as directed by the Owner and billed to the Owner at the actual direct cost.
- 3 Initial Geotech reports were not included in the 90% Plan set, therefore no subsurface soil investigations were performed by the CMAR during pre-construction services.
- 4 G.M.P. is based on the assumption that portions of roadways will be closed to vehicular traffic during construction.
- 5 G.M.P. cost estimate includes decorative post, finial and base as an for street signage.
- 6 G.M.P. cost estimate does not include the fire station approach slab replacement. See Add Alternate #2.

WATER / SEWER / STORM DRAINAGE

- 1 G.M.P. does not include any cost for disposal/treatment of contaminated ground water if encountered during dewatering operations. It is assumed that clean groundwater generated by dewatering operations will be discharged into the existing storm drainage system.
- 2 De-silting of the existing storm drainage system within the project limits is not included.
- 3 G.M.P. cost estimate assumes existing water valves can be shut off to perform required offset work. If the line cannot be shut down, line stops will be required and the costs associated shall be paid from contingency.
- 4 G.M.P. cost estimate does not include City of West Palm Beach meter installation and hook-up fees.

FRANCHISE UTILITIES

- 1 G.M.P. cost estimate does not include any design, engineering or installation fees which may be charged to the Owner by franchise utility companies. (electric, telephone, cable tv, gas)
- 2 The Construction Manager at Risk shall not assume liability or warranty any work performed by FPL, COMCAST, ATT, FPU and/or their subcontractors.
- 3 G.M.P. cost estimate does not include any franchise utility work.

ELECTRICAL

- 1 G.M.P. cost estimate does not include street lighting. See Add Alternate #1.

HISTORIC PLAZA ELEMENTS AND FOUNTAIN RESTORATION

- 1 See included Hedrick Brothers Construction Palm Beach Memorial Fountain Budget Qualifications and Clarifications

PALM BEACH MEMORIAL FOUNTAIN BUDGET

QUALIFICATIONS & CLARIFICATIONS

DIV 01 GENERAL REQUIREMENTS

1. If it is determined that the fountain is the only scope to be performed, Hedrick Brothers reserves the right to adjust our estimate and qualifications accordingly, as all GC's are currently spread out through all scopes.
2. This scope of work is limited to the restoration/recreation/addition of the main fountain, plaza, and new stair.
3. The historic nature of this element is assumed as we have not included any type of railing systems due to ADA codes in relations to water elements.
4. Permit & revision fees are not included, application documentation is included.
5. ROW Fee's are excluded at this time.
6. Security services during construction are not included.
7. Builders Risk Insurance is not included.
8. Payment and Performance Bond is included.
9. Special Inspections are not included.
10. Temporary Fencing/Barricades around Hedrick Brothers Scope of Work Area is not included
11. MOT Barricades pertaining to Hedrick Brothers Scope of work is – NIC
12. Temporary Toilet is to be provided by others.
13. All utilities fees are by Owner
14. If current fountain items are to be salvaged for use by Town of Palm Beach, or any club/society, they are to be picked up at cast-stone subcontractor's storage location. – Deliveries are NIC

DIV 02 SITEWORK

1. We have assumed use of the empty lawn area directly south of the fountain for construction staging and parking.
2. Irrigation scopes & Irrigation System repairs –by others
3. Landscaping demolition – by others
4. Landscaping scopes – by others
5. All existing landscaping will be removed prior to our scopes of work – by others.

DIV 03 CONCRETE

1. We have included a \$15,000.00 allowance for concrete restoration as required.
2. All roadway curbs and walks are excluded.
3. New concrete is included at the new stair, ditches for fountain piping and tree curb replacement.

DIV 04 MASONRY

1. Includes total replacement of all Cast Stone Elements of the Feature Fountain & basin.
2. We have included a \$75,000.00 allowance for the replacement/restoration of the fountain feature.
3. Includes repair of flatwork @ Plaza areas per plans.
4. Cast Stone Planters (12 Total) are - NIC
5. Modifications/Repairs to North Monument @ Flagpole - NIC

DIV 05 METALS

1. Decorative Aluminum Picket Handrail included at new stair section as matte black powder coat finish.
2. Decorative Aluminum Picket Fence included at perimeter of South Lawn as matte black powder coat finish.
3. Twisted Rope style starting post for fencing/hand railing is NIC as it will break during fabrication.
4. Aluminum edging for where gravel abuts paving – NIC
5. We include a \$ 1,500.00 allowance for the hand rail into the pump room.
6. We have included a \$20,000.00 allowance is established for the Rill Grate Replacement. A design must be created.
7. We have included new railing at North and South side of Town Hall Building to match decorative aluminum picket fence as specified.

DIV 06 WOOD & PLASTICS

1. Wood protection materials are included at immediate area of construction only.

DIV 07 WATERPROOFING & DAMPPROOFING

1. Includes waterproofing at new main fountain, foundation and slab for new stair at equipment room.

DIV 08 DOORS & WINDOWS

1. None are included at this time.

DIV 09 FINISHES

1. We include a \$10,000.00 allowance for the new fountain tiles at waterline.
2. Basin Finish is included as Pebbltec materials. We believe the basin should have a pool finish coating.
3. Sealer on the stone is not included at this time.
4. We have included \$1,200.00 for a stucco rub finish at underside of new stair.
5. We exclude all tile & coping work at reflection pool. We include installation of the new water supply nozzles.

DIV 10 SPECIALTIES

1. Any modifications/repairs to existing flagpole – NIC
2. Plaque Removal & restoration is included as a \$20,000.00 allowance.

DIV 11 EQUIPMENT

1. New Fountain equipment is included as per plans.
2. New equipment will be connected to some existing water features not directly attached to the main fountain feature.
3. Work at the reflecting pool is only addition of 4 supply nozzles only.
4. We do not warrant the reflecting pool as the existing system is not part of this scope of work.

DIV 12 FURNISHINGS

1. Pots are – NIC
2. Benches are included as Cast-Stone.

DIV 13 SPECIAL CONSTRUCTION

1. Not Applicable.

DIV 14 CONVEYING SYSTEMS

1. Not Applicable.

DIV 15 MECHANICAL

1. Plumbing allowance includes misc. plumbing repairs only

DIV 16 ELECTRICAL

1. We exclude all electrical & lighting requirements with the exception of temporary power set-up for our scopes.
2. Salvaging of existing electrical by others.
3. We exclude all light fixtures – by others

Vincent G. Burkhardt
President



Plan Log

TOWN OF PALM BEACH
TOWN HALL SQUARE STREETSCAPE - PLAN LOG

	SHEET NO.	TITLE	DWG. DATE	RECEIVED DATE	
1	G-1.1	COVER SHEET	04/21/14	04/21/14	
2	G-2.1	GENERAL NOTES	04/21/14	04/21/14	
3	G-3.1	STORMWATER POLLUTION PREVENTION PLAN	04/21/14	04/21/14	
4	C-1.1	DEMOLITION PLAN	04/21/14	04/21/14	
5	C-1.2	DEMOLITION PLAN	04/21/14	04/21/14	
6	C-1.3	DEMOLITION PLAN	04/21/14	04/21/14	
7	C-2.1	TYPICAL SECTIONS	04/21/14	04/21/14	
8	C-3.1	HORIZONTAL CONTROL PLAN	04/21/14	04/21/14	
9	C-3.2	HORIZONTAL CONTROL PLAN	04/21/14	04/21/14	
10	C-3.3	HORIZONTAL CONTROL PLAN	04/21/14	04/21/14	
11	C-4.1	PAVING, GRADING & DRAINAGE PLAN	04/21/14	04/21/14	
12	C-4.2	PAVING, GRADING & DRAINAGE PLAN	04/21/14	04/21/14	
13	C-4.3	PAVING, GRADING & DRAINAGE PLAN	04/21/14	04/21/14	
14	C-4.4	DRAINAGE DETAILS	04/21/14	04/21/14	
15	C-4.5	CONSTRUCTION DETAILS	04/21/14	04/21/14	
16	C-4.6	UTILITY DETAILS	04/21/14	04/21/14	
17	C-4.7	UTILITY DETAILS	04/21/14	04/21/14	
18	C-5.1	FUEL TANK RELOCATION PLAN & DETAILS	04/21/14	04/21/14	
19	C-6.1	SIGNING AND PAVEMENT MARKING PLAN	04/21/14	04/21/14	
20	C-6.2	SIGNING AND PAVEMENT MARKING PLAN	04/21/14	04/21/14	
21	C-6.3	SIGNING AND PAVEMENT MARKING PLAN	04/21/14	04/21/14	
22	I-1.1	IRRIGATION PLAN	04/07/14	04/21/14	
23	I-1.2	IRRIGATION PLAN	04/07/14	04/21/14	
24	I-1.3	IRRIGATION TABLE & DETAILS	04/07/14	04/21/14	
25	I-1.4	IRRIGATION SPECIFICATIONS	04/07/14	04/21/14	
26	L-1.1	MASTER LANDSCAPE PLAN	04/07/14	04/25/14	
27	L-1.2	PARKING LAYOUT PLAN	04/07/14	04/21/14	
28	L-1.3	CONSTRUCTION DETAILS	04/07/14	04/21/14	
29	L-1.4	FOUNTAIN AREA STONE REPLACEMENT PLAN	04/07/14	04/25/14	
30	L-1.4b	MIZNER FOUNTAIN VERTICAL REPLACEMENT	04/17/14	04/25/14	
31	L-1.4c	MIZNER FOUNTAIN VERTICAL REPLACEMENT	04/17/14	04/25/14	
32	L-1.4d	MIZNER FOUNTAIN VERTICAL REPLACEMENT	04/17/14	04/25/14	
33	L-1.4e	MIZNER FOUNTAIN VERTICAL REPLACEMENT	04/17/14	04/25/14	
34	L-1.4f	MIZNER FOUNTAIN CLEANING SPECIFICATIONS	04/17/14	04/25/14	
35	L-1.4g	MIZNER FOUNTAIN REPLICA SPECIFICATIONS	04/17/14	04/25/14	
36	L-1.4h	MIZNER FOUNTAIN REHABILITATIONSPECIFICATIONS	04/17/14	04/25/14	
37	L-1.5	PLANTING PLAN	04/07/14	04/25/14	
38	L-1.6	PLANTING DETAILS	04/07/14	04/21/14	
39	L-1.7	PLANTING SPECIFICATIONS	04/07/14	04/21/14	
40	L-1.8	EXISTING CENTER VEGETATION SCHEDULE	04/07/14	04/25/14	
41	S-1.1	FOUNTAIN STRUCTURAL PLAN	04/21/14	04/21/14	
42	A-1.1	FOUNTAIN STAIR PLAN / ELEVATION	04/07/14	04/21/14	
43	A-2.1	FOUNTAIN STAIR DETAILS	04/07/14	04/21/14	
44	A-3.1	FOUNTAIN STAIR PLAN / SECTION	04/07/14	04/21/14	
45	A-3.2	FOUNTAIN STAIR PLAN / SECTION	04/07/14	04/21/14	
46	P-1.0	FOUNTAIN PLUMBING PLAN	-	04/21/14	

TOWN OF PALM BEACH
TOWN HALL SQUARE STREETScape - PLAN LOG

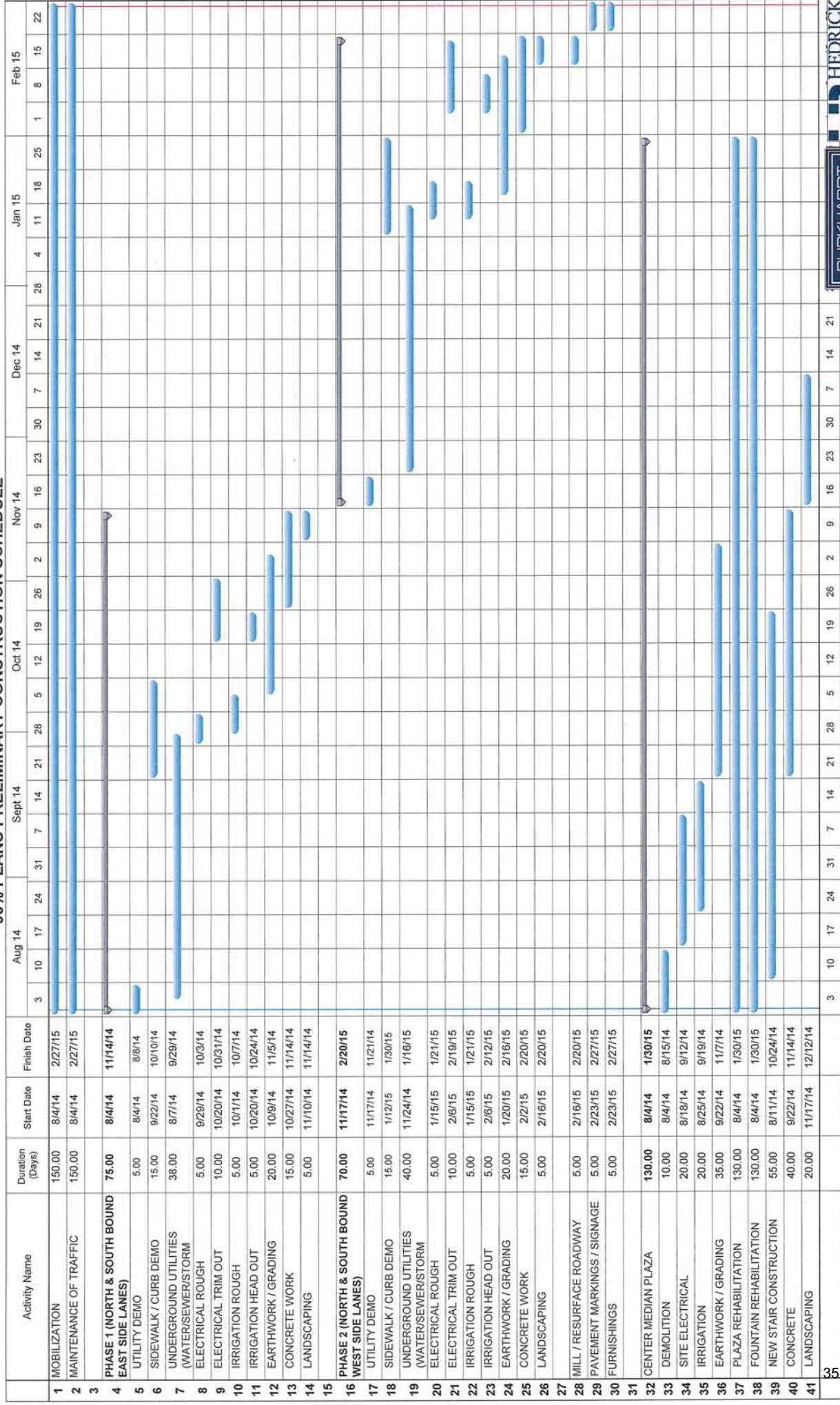
	SHEET NO.	TITLE	DWG. DATE	RECEIVED DATE	
47	F-1.0	FOUNTAIN RENOVATION	04/07/14	04/21/14	
48	F-2.0	FOUNTAIN RISER & REFLECTING POOL RISER	04/07/14	04/21/14	
49	E-1.0	ELECTRICAL SITE PLAN LANDSCAPE LIGHTING	04/07/14	04/21/14	
50	E-1.1	ELECTRIC SITE PLAN STREET LIGHTING	04/07/14	04/21/14	
51	E-1.2	ELECTRIC RISER / DETAILS	04/07/14	04/21/14	
52	E-1.3	ELECTRIC DETAILS	04/07/14	04/21/14	
53	E-1.4	ELECTRIC SPECS	04/07/14	04/21/14	

Vincent G. Burkhardt
President



Schedule

TOWN HALL SQUARE STREETSCAPE AND INFRASTRUCTURE IMPROVEMENTS 90% PLANS PRELIMINARY CONSTRUCTION SCHEDULE



TOWN OF PALM BEACH TOWN HALL SQUARE STREETSCAPE PROJECT

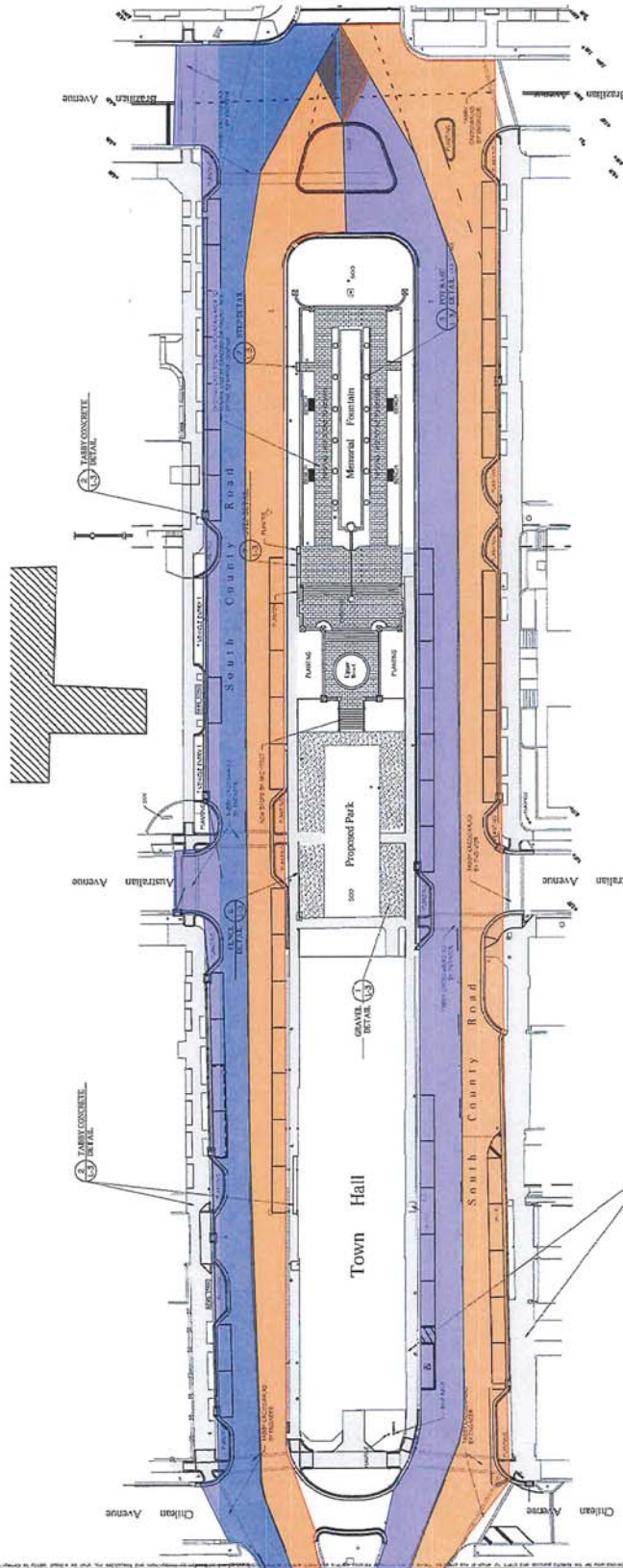
MAINTENANCE OF TRAFFIC PLAN DURING CONSTRUCTION

PHASE II

PHASE II
SOUTH B
NORTH B

PHASE I

PHASE I
SOUTH BOUND: EAST LANE
NORTH BOUND: EAST LANE



SMI
LANDSCAPE ARCHITECTURE
140 Royal Palm Way, Suite 200, Palm Beach, Florida 33480
Telephone: 561-653-9996 Fax: 561-653-9907
Email: smita@smithsart.com www.smita.com

RECEIVED
APR 15, 2014 1:29 PM
BURK-HART
CONSTRUCTION, INC.

•223



GRAPHIC SCALE IN FEET

0 10 20 30 40

1" = 50'-0.00"

Master Landscape Plan

INFRASrRUCrURE IMPROVEMENT PROJECT
PREPARED FOR THE
TOWN OF PALM BEACH
PALM BEACH
FLORIDA

L-1.1 Master Landscape Plan (36% of Scale); 90% Town hall Square Streetscape; OST; 5/20/2014 05:02 PM

RESOLUTION NO. 84-2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING A CONSTRUCTION MANAGER AT RISK CONTRACT TO BURKHARDT CONSTRUCTION, INC., FOR THE TOWN HALL SQUARE PROJECT, IN THE AMOUNT OF \$5,630,336.44.

* * * * *

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The Town Council of the Town of Palm Beach hereby awards a Construction Manager at Risk (CMAR) contract to Burkhardt Construction, Inc., in the amount of \$5,630,336.44, for the Town Hall Square Project.

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 10th day of June 2014.

Gail L. Coniglio, Mayor

Robert N. Wildrick, Town Council President

William J. Diamond, Council President Pro Tem

Richard M. Kleid, Town Council Member

ATTEST:

Michael J. Pucillo, Town Council Member

Susan A. Owens, MMC, Town Clerk

Penelope D. Townsend, Town Council Member

RESOLUTION NO. 89-2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING ALTERNATIVE 1, STREET LIGHTING IMPROVEMENTS, IN THE AMOUNT OF \$255,000 AND ALTERNATIVE 2, CENTRAL FIRE STATION SLAB REPLACEMENT, IN THE AMOUNT OF \$45,500 TO BURKHARDT CONSTRUCTION, INC. FOR THE TOWN HALL SQUARE PROJECT, INCREASING RESOLUTION 84-2014 CONSTRUCTION MANAGEMENT PHASE BUDGET TO \$5,930,836.44.

* * * * *

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 alternative 1, Street Lighting Improvements, in the amount of \$255,000 and Alternative 2, Central Fire Station Slab Replacement, in the amount of \$45,500 to Burkhardt Construction, Inc. as part of the Town Hall Square Project Construction Manager at Risk (CMAR), and establishes a revised construction management phase budget of \$5,930,836.44.

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 10th day of June 2014.

Gail L. Coniglio, Mayor

Robert N. Wildrick, Town Council President

William J. Diamond, Council President Pro Tem

Richard M. Kleid, Town Council Member

ATTEST:

Michael J. Pucillo, Town Council Member

Susan A. Owens, MMC, Town Clerk

Penelope D. Townsend, Town Council Member

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 10, 2014

TO: Mayor and Town Council

VIA: Peter B. Elwell, Town Manager

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

RE: Approval of a Purchase Order for Construction Phase Engineering Services for the Town Hall Square Project
Resolution No. 85-2014

DATE: May 28, 2013

STAFF RECOMMENDATION

THE FOLLOWING RECOMMENDATIONS APPLY ONLY IF THE TOWN COUNCIL REJECTS THE APPEAL REGARDING THIS MATTER AT THE JUNE 10 TOWN COUNCIL MEETING AND DECIDES TO MOVE FORWARD WITH THIS PROJECT AT THIS TIME.

Staff recommends that Town Council approve Resolution No. 85-2014, approving a purchase order for the Town Hall Square Project Construction Phase Engineering Services in an amount not-to-exceed \$233,715.50 to Kimley-Horn and Associates, Inc., and establishing a construction phase engineering services budget of \$270,000.

GENERAL INFORMATION

In a companion Town Council item, staff will be recommending Town Council award Guaranteed Maximum Price construction contract to Burkhardt Construction, Inc.

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, inspections and grant documentation for the fountain, etc.

Staff has negotiated a construction phase engineering services proposal with Kimley-Horn and Associates, Inc., in the amount of \$233,715.50. Staff also recommends a contingency of \$36,284.50 for a total construction phase services budget of \$270,000.

FUNDING/FISCAL IMPACT

Funding for this project is fully contained within the Town's Capital Improvement Program - Phase 2.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: Eric B. Brown, P.E., Assistant Director of Public Works
William K. Francis, P.E., Town Engineer
Michael A Roach, P.E., Project Engineer
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 85-2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER FOR CONSTRUCTION PHASE ENGINEERING SERVICES TO KIMLEY HORN & ASSOCIATES, INC., FOR THE TOWN HALL SQUARE PROJECT, IN THE AMOUNT OF \$233,715.50 AND ESTABLISHING A CONSTRUCTION PHASE ENGINEERING SERVICES BUDGET OF \$270,000.

* * * * *

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 purchase order for construction phase engineering services to Kimley Horn & Associates, Inc., for the Town Hall Square Project in the amount of \$233,715.50, and establishes a construction phase engineering services budget of \$270,000.

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 10th day of June 2014.

Gail L. Coniglio, Mayor

Robert N. Wildrick, Town Council President

William J. Diamond, Council President Pro Tem

Richard M. Kleid, Town Council Member

ATTEST:

Michael J. Pucillo, Town Council Member

Susan A. Owens, MMC, Town Clerk

Penelope D. Townsend, Town Council Member

Kimley»Horn

May 27, 2014

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

**RE: Town Hall Square Streetscape and Infrastructure Improvement Project Construction
Administration Services**

Dear Mike,

Kimley-Horn is pleased to submit this proposal to The Town of Palm Beach ("TOWN") for providing construction phase services related to the Town Hall Square Streetscape and Infrastructure Improvement Project in the Town of Palm Beach. Our project understanding, scope of services, schedule, and fee follow.

Project Understanding

Kimley-Horn is in the final design and permitting phase of streetscape and infrastructure improvements on South County Road (S.R. A1A) between Chilean Avenue and Brazilian Avenue. The project is nearing construction and the Town will be presenting the Guaranteed Maximum Price for the project at the June Town Council Meeting.

The team of Kimley-Horn, Bridges, Marsh Architects (BMA), and Sanchez & Maddux (SMI) (collectively referred to as the "Kimley-Horn Team") designed the project and the Town has now requested that this team perform construction phase services to assist the Town during construction of the improvements.

Based on this understanding, we offer the following Scope of Services.

Scope of Services

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

Pre-Construction Conference. The Kimley-Horn Team will attend a Pre-Construction Conference prior to commencement of Work at the Site.

Progress Meetings. The Kimley-Horn Team will attend weekly progress meetings during the seven month project construction duration (up to 30 progress meetings). Team members will attend each meeting as appropriate for the work being discussed that week. Kimley-Horn will provide a representative at up to four Town Council meetings to provide a project update.

Visits to Site and Observation of Construction. The Kimley-Horn Team will provide on-site construction observation services during the construction phase. Kimley-Horn will make visits to the

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1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411

561 845 0665

site on an average basis of three times per week during the expected seven (7) month construction duration in order to observe the progress of the Work. Such visits and observations by the Kimley-Horn Team are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep the Town informed of the general progress of the Work.

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

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

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

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

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

that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Kimley-Horn shall be entitled to rely on the results of such tests and the facts being certified.

Disagreements between Client and Contractor. Kimley-Horn will, if requested by the Town, render written decision on all claims of the Town and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Kimley-Horn shall be fair and not show partiality to the Town or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

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

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

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

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

If after considering any objections of the Town, Kimley-Horn considers the Work substantially complete; Kimley-Horn will notify the Town and Contractor.

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

Grant Reporting Assistance. Kimley-Horn will assist the Town with select articles of information that are required to be submitted to the Florida Bureau of Historical Preservation related to the grant that is expected to be issued to the Town for the project. It is our understanding that the Town's Planning and Zoning Staff will assemble, complete, and submit the Payment Request Form (DOS Form HR3E1208PRF) and the Special Category Grant Project Progress & Expenditure Report (DOS Form HR3E1208PERSC) as required for the project. Kimley-Horn will provide the specific information requested in Part II of the Project Progress & Expenditure Report consisting of the following documents:

- Project Status describing work that was performed during the specific reporting period (up to four reporting periods).
- Description of Project Work describing work initiated, in-progress, and completed within the reporting period containing labeled photographs of the work (up to four reporting periods).
- Submittal of Project Plans and Specifications specific to the fountain restoration to the Town for their submittal to the Florida Bureau of Historical Preservation.
- Project Work Accomplished (Final Report Only) with before and after photos describing major aspects of the work completed with the grant funds and matching contributions.

Additional documentation and information required by the Florida Bureau of Historical Preservation will be the responsibility of the Town to prepare and submit.

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

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Town, will be considered additional services to this task and will be performed based on proposals approved prior to performance of the additional services.

Information and Services Provided By the Town

Kimley-Horn assumes that all information provided by the Town can be relied upon in the performance of professional services. The following information shall be provided to Kimley-Horn and the following services will be performed by the Town.

- Grant Administration Services
- Guaranteed Maximum Price Documentation and Backup
- Grant Application previously submitted by the Town

Fee and Billing

Kimley-Horn will perform the services described in this Scope of Services on an hourly basis in accordance with our Contract with the Town. It is recommended that a budget of \$233,715.50 be established for this work. A breakdown of this fee is attached to this proposal.

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 February 27, 2014, which are incorporated by reference. As used in the Agreement, the term "CONSULTANT" shall refer to Kimley-Horn and Associates, Inc., and the term "TOWN" shall refer to The Town of Palm Beach.

If you concur in all the foregoing and wish to direct us to proceed with the services, please notify us by providing a purchase order for the scope and fee described above.

We appreciate the opportunity to provide these services to you. With Kimley-Horn, you should expect more and will experience better. Please contact me at (561) 840-0820 or kevin.schanen@kimley-horn.com should you have any questions.

Sincerely,



By: Kevin Schanen, P.E.
Vice President

Attachment

K:\WPB_Civil\General\Schanen\Proposals\Palm Beach\South County Road\Construction Admin\Town Hall Square CA services prop.docx

kimley-horn.com

1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411

561 845 0665

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Consideration of Design and Bid Phase Services Contracts for the Street Lighting Upgrades and Utility Undergrounding Projects on South Ocean Boulevard from Sloan's Curve to Lake Avenue.

a. RESOLUTION NO. 73-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Design and Bid Phase Engineering Services to Erdman Anthony of Florida, Inc., in an Amount of \$180,310 for the Street Lighting Upgrade on South Ocean Boulevard from Sloan's Curve to Lake Avenue, and Establishing a Design and Bid Phase Budget of \$200,000.

b. RESOLUTION NO. 74-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Evaluating Undergrounding of Overhead Lines to Erdman Anthony of Florida, Inc., in an amount of \$24,065 for the Street Lighting Upgrade Project on South Ocean Boulevard from Sloan's Curve to Lake Avenue, and Establishing an Evaluation Budget of \$26,500.

Presenter

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

Supporting Documents

- [Memorandum dated May 20, 2014, from H. Paul Brazil, P.E., Director of Public Works](#)
- [Resolution No. 73-2014](#)
- [Resolution No. 74-2014](#)
- [Exhibit A](#)
- [Erdman Anthony Proposal](#)
- [List of Correspondence from Residents](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 10, 2014

TO: Mayor and Town Council

VIA: Peter Elwell, Town Manager

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

RE: Approval of Purchase Order for Design and Bid Phase Services for the Street Lighting Upgrades on South Ocean Boulevard from Sloan's Curve to Lake Avenue and Consideration for Undergrounding of Overhead Utilities.
Accelerated Capital Improvement Program Phase 2
Resolution No. 73-2014 Design and Bid Phase Services
Resolution No. 74-2014 Evaluating Undergrounding Overhead Lines

DATE: May 20, 2014

STAFF RECOMMENDATION

Staff recommends this matter be deferred to the July 15 Town Council meeting so it can be heard at the same time as the FPL hardening/undergrounding matter that will be considered that day. If you wish to proceed with this streetlight project at this time, then you will need to approve Resolution No. 73-2014 to authorize a purchase order for design and bid phase services to Erdman Anthony of Florida, Inc. for the Street Lighting Upgrades on South Ocean Boulevard (A1A) from Sloan's Curve to Lake Avenue in the amount of \$180,310 and establishing a design and bid phase budget of \$200,000.

If the Street Lighting Upgrade is approved, staff recommends that Town Council approve Resolution No. 74-2014 approving a purchase order to Erdman Anthony of Florida, Inc., to evaluate the possibility of undergrounding the overhead lines within the same project limits in the amount of \$24,065.00 and establishing an evaluation budget of \$26,500.00. These costs could be recovered through an assessment if Town Council ultimately authorizes an undergrounding project in this area.

GENERAL INFORMATION

At the May 14, 2014 Town Council meeting Council started discussions on the topic of the Street Lighting Upgrades for South Ocean Boulevard from Sloan's Curve to Lake Avenue, but chose to carry the item over to the June Town Council for further discussions.

From Sloan's Curve south to the Town's limits FPL has main feeder lines mounted on large prestressed concrete poles. These FPL pole mounted feeder lines are located on the west side of South Ocean Boulevard from Sloan's Curve south to 2730, where they cross overhead to the east

side of South Ocean Boulevard and then continue south to the Town limits. The existing street lights are standard FPL Cobra Heads that are mounted to the large main line prestressed concrete power poles on the west side of South Ocean Boulevard from Sloan's Curve down to 2730 South Ocean Boulevard. Although the main feeder lines cross over to the east side of the road at 2730, the street lights continue south to Lake Avenue on the west side of the road and are mounted to standard FDOT and FPL concrete light poles.

Decorative street lights for this section of roadway were recommended by the Public Works Committee and approved by the Town Council to be included on the list of projects for Phase 2 of the Accelerated Capital Improvement Program. In the summer of 2009, the Town installed FDOT approved 30' decorative light poles with arms south of Lake Avenue to the Town's southern limits. In order to maintain aesthetic continuity along South Ocean Boulevard and within Town limits, staff recommends installation of the same pole and fixture from Sloan's Curve to Lake Avenue. See Attachment "A"

We have negotiated a design and bid phase services contract for the Street Lighting Upgrades on South Ocean Boulevard with Erdman Anthony of Florida in the amount of \$180,310. Staff also recommends a contingency of \$19,690 resulting in a total estimated project design and bid phase budget of \$200,000.

SPECIAL CONSIDERATION

From Sloan's Curve to 2730 South Ocean Boulevard, the new decorative poles will be installed in very close proximity to the existing large main line concrete feeder poles. From 2730 to Lake Avenue the existing FDOT/FPL standard concrete light poles would be removed and the new decorative poles with arms would be installed. To further enhance the aesthetics of the project, staff recommends that Town Council consider undergrounding the overhead lines from Sloan's Curve to 2730 at a minimum and possibly the entire project limits. Should Town Council choose not to pursue the evaluation, design, or construction of the undergrounding of the overhead lines, there will be multiple instances where the decorative light poles will be directly in front of or next to a large prestressed concrete power pole. The multiple pole look may be aesthetically unpleasing.

Staff has requested that the consultant include a separate task in their proposal for evaluating the option of undergrounding the overhead lines. As part of the consultant's deliverables, they would submit a general summary to include a cost estimate for a complete undergrounding design along with a preliminary cost estimate for construction. A more refined opinion of cost for construction would be developed in that design. Staff would bring the summary and cost estimates before Town Council at a later date for further direction. The Consultant's Task 1 which entails the evaluation of undergrounding the overhead lines is \$24,065 and staff would request establishing a budget for this task only of \$26,500.

FUNDING/FISCAL IMPACT

Funding for the Street Lighting Upgrades on South Ocean Boulevard design and bid phases is fully contained within the Accelerated Capital Improvement Program Phase 2 in the amount of \$200,000. The total estimated cost of this project is \$2.5 million.

Funding for evaluating the possibility of undergrounding the overhead lines or the construction is not contained within the Accelerated Capital Improvement Program and the total estimated cost for this project is unknown at this time.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

These resolutions have been reviewed and approved by the Town Attorney for legal form and sufficiency.

Attachments

cc: Eric B. Brown, P.E., Assistant Director of Public Works
William Francis, P.E., Town Engineer
Michael Roach, P.E., Project Engineer
Lynda Cummings, Purchasing Agent

RESOLUTION NO. 73-2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER FOR DESIGN AND BID PHASE ENGINEERING SERVICES TO ERDMAN ANTHONY OF FLORIDA, INC., IN AN AMOUNT OF \$180,310 FOR THE STREET LIGHTING UPGRADE ON SOUTH OCEAN BOULEVARD FROM SLOAN'S CURVE TO LAKE AVENUE, AND ESTABLISHING A DESIGN AND BID PHASE BUDGET OF \$200,000.

* * * * *

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order for Erdman Anthony of Florida, Inc., in an amount of \$180,310 for Design and Bid Phase Engineering Services for the Street Lighting Upgrade Project on South Ocean Boulevard from Sloan's Curve to Lake Avenue project, and establishes a design and bid phase budget of \$200,000.

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, 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 10th day of June 2014.

Gail L. Coniglio, Mayor

Robert N. Wildrick, Town Council President

William J. Diamond, Council President Pro Tem

Richard M. Kleid, Town Council Member

ATTEST:

Michael J. Pucillo, Town Council Member

Susan A. Owens, MMC, Town Clerk

Penelope D. Townsend, Town Council Member

RESOLUTION NO. 74-2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER FOR EVALUATING UNDERGROUNDING OF OVERHEAD LINES TO ERDMAN ANTHONY OF FLORIDA, INC., IN AN AMOUNT OF \$24,065 FOR THE STREET LIGHTING UPGRADE PROJECT ON SOUTH OCEAN BOULEVARD FROM SLOAN'S CURVE TO LAKE AVENUE, AND ESTABLISHING AN EVALUATION BUDGET OF \$26,500.

* * * * *

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 Erdman Anthony of Florida, Inc., in an amount of \$24,065 for Evaluating the Undergrounding of the Overhead Lines on South Ocean Boulevard from Sloan's Curve to Lake Avenue, and establishes an evaluation budget of \$26,500.

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, 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 10th day of June 2014.

Gail L. Coniglio, Mayor

Robert N. Wildrick, Town Council President

William J. Diamond, Council President Pro Tem

Richard M. Kleid, Town Council Member

ATTEST:

Michael J. Pucillo, Town Council Member

Susan A. Owens, MMC, Town Clerk

Penelope D. Townsend, Town Council Member

Exhibit A



April 23, 2014

Mr. Mike Roach, PE
Town of Palm Beach
Public Works Department
951 Old Okeechobee Road
West Palm Beach, Florida 33401

Re: Assignment #2
Ocean Blvd. from Lake Ave to Sloan's Curve
Lighting and electrical

Dear Mr. Roach:

Based on our discussion, we understand that the Town of Palm Beach (Town) wants to install decorative street lighting and convert the existing overhead utilities to underground along Ocean Blvd. Erdman Anthony is pleased to present this proposal for professional services regarding the preparation of construction documents and construction phase services for the project. The services to be provided under this agreement are as follows:

Task 1 – Evaluate Undergrounding Utilities

Task 1 A – Coordination and field reviews

Perform one field review to review the entire corridor. Attend up to 2 meetings and participate in up to 12 phone conferences with FPL, AT&T and Comcast regarding the design and cost of moving the utilities from overhead to underground. These coordination efforts include obtaining from the utility companies their design requirements, their fees, and their schedules.

Task 1 B – Preliminary design

Prepare a conceptual design for the proposed undergrounding effort as needed for the engineer and utility companies to develop cost estimates. Prepare preliminary design to estimate the general location, size, quantity, and number of conduits and duct banks will be redlined for our use in developing a reasonable quantity take off and cost estimate. These features will need final design at a later date when, and if, authorized by the Town.

Task 1 C – Cost estimate

Prepare an engineer's estimate of the probable costs for the undergrounding effort. The cost estimate will include the engineer's estimate of the Town's construction effort plus the utility companies' fees.

Task 1 D – Engineering proposal

Prepare a scope and fee to design the final design effort and preparation of the final plans to undergrounding effort.

Deliverables: preliminary design memorandum with a summary of probable costs for the construction costs and the design fees to be used for budgeting purposes.

Task 2 – Survey

Task 2A – Survey

Once the preliminary design for the street lighting has been completed, the Erdman Anthony surveyors, together with their subsurface utility locate subconsultant, George F Young, will gather survey data as needed and as directed by the design team. The data to be gathered will focus on the areas of interest where lighting improvements are proposed so that a set of construction plans can be prepared that will provide good information to the contractors bidding the lighting project. The data to be collected will include items such as:

1. Gather planimetric data to include the location of visible improvements and utilities including power poles or overhead electric lines that connect to the project area.
2. Locate trees 6 inches or larger measured at breast height and the outer limits of landscaped areas, landscape rocks/boulders.

3. Gather the horizontal location of sub-surface designation of underground utilities as painted on the surface by the SUE subconsultant.
4. Topographic data to include a digital terrain model suitable to provide 1/2 foot contours of the project area.

A budgeted amount for surveying has been included in this proposal and the actual effort will be determined once the preliminary design is complete and the engineers have sufficient information to direct the surveyors efforts. This effort will be billed on an hourly basis at the contract rates which are as follows:

Principal Surveyor	\$175/Hour
Professional Surveyor (PSM)	\$120/Hour
Senior Survey Technician	\$ 95/Hour
Survey Technician	\$ 80/Hour
Survey Crew (1 person robotic/RTK)	\$120/Hour
Survey Crew (2 person)	\$120/Hour
Survey Crew (3 person)	\$160/Hour
Survey Crew (4 person)	\$195/Hour

Subsurface Utility Engineering (SUE)

Subsurface utility locates will be performed by our subconsultant, George F Young. Their efforts will also be directed by the design team to focus on areas of interest where lighting improvements are proposed. The data to be collected will include the following:

1. Task 2B – Designates to include sub-surface designation of underground utilities that will result in paint marks over the approximate location of the existing underground utilities. These locations will be surveyed in task 2A.
2. Task 2C – SUE to include Soft-Digs to verify horizontal and vertical locations (VVH's) of the underground utilities at locations directed by the engineer. These locations will be surveyed in task 2A.

The data will be provided in CADD form to the design team for use in preparing the base maps. Therefore, a signed and sealed survey will not be prepared.

Deliverable will be one (1) AutoCAD file in plan view of the survey described above.

Task 3 – Street light plans

Task 3 A – Coordination and field reviews

Perform one field review during the final design effort to review the areas of particular interest. Attend up to 6 meetings and participate in up to 24 phone conferences with the Town, FPL, FDOT or FDEP regarding the project and permits. These coordination efforts include obtaining from the utility companies their record plans.

Task 3 B – Lighting Analysis and Report

The CONSULTANT shall prepare a lighting design resulting in a photometric lighting analysis for the roadway based on the typical section for the road. The analysis will use GE Aladan program and will be based on the light and pole provided by the Town. The analysis will result in the desired spacing for the proposed lights and the proposed locations for the lights. The analysis shall be prepared for two typical section of the roadway one two lane section and one three lane section. The design shall be based on the following Lighting Design Criteria which is from the SR A1A lighting plans south of Lake Avenue:

Lamp: 250 watt HPS Holophane Esplanade with house side shield
Pole: Sun Valley 30' aluminum pole as provided by the Town
Bracket arm: Sun Valley 6' long x 4' tall arm as provided by the Town
Wind speed: 150 mph
Uniformity ratio: 4 average to 1 minimum and 10 maximum to 1 minimum
Average initial illumination: 1 fc minimum
Design speed: 35 mph

Task 3 C – Electrical design and plans for street lights

The CONSULTANT shall prepare voltage drop calculations showing the equation or equations used along with the number of luminaries per circuit, the length of circuit, the size conductor or conductors used and their ohm resistance values. The voltage drop incurred on each circuit (total volts and percentage of drop) shall be calculated, and all work necessary to calculate the voltage drop values for each circuit should be presented in such a manner as to be duplicated by the Town. Load analysis calculations shall be submitted for each branch circuit breaker and main breaker. The CONSULTANT will prepare service point details and a plan of the proposed circuits (conduits and wiring) to provide energy to the lights.

Task 3 D – Structural

The CONSULTANT shall prepare foundation designs for the proposed lights. The following designs will be prepared:

1. Standard installation with a cylindrical shaped foundation.
2. Spread footer installation for use over existing utilities with an 18"-24" thick rectangular slab shaped foundation.
3. Water installation with a cylindrical shaped foundation to be installed in the area where the roadway is close to the intracoastal water way and the poles are expected to be in or near the water.

The geotechnical data needed for the structural design will be gathered by Dunkelberger Engineering & Testing in accordance with their proposal.

Task 3 E – Lighting Plans

The CONSULTANT shall prepare street light plans to include the following sheets:

Sheet L-1	Cover sheet
Sheet L-2	General notes
Sheets L-3 through L-5	Tabulation of Quantities
Sheet L-6 through L-7	Pole data sheet
Sheet L-8	Legend
Sheet L-9 through L-30	Lighting plans
Sheet L-31	Service point details
Sheets L-32 and L-33	Foundation details
Sheet L-34	Restoration details (sidewalk, pavement, landscaping)

The plan sheets shall be prepared on Palm Beach County property appraiser aerial photographs at 1"=40' scale on 11"x17" sheets generally (but not strictly) following the Florida Department of Transportation plans preparation guidelines. The existing surface features and improvements such as pavement, sidewalks, and vegetation will be evident in the aerial photograph. The existing underground improvements such as existing utilities will be based on the previous plans provided by the Town. Typical sections for the conduit installation and details for the conduit and pole installation will be provided. Typical sections and details for the profile for the conduit will be provided. These plans will be supplemented with any survey data collected in Task 2. It is assumed that no written technical specifications will be prepared and that only FDOT standard specifications or details on the plans will be used.

Task 3 F – Permits

The CONSULTANT will prepare a utility permit application for submittal to the Florida Department of Transportation (FDOT). The CONSULTANT will prepare a permit application for submittal to the Florida Department of Environmental Protection (FDEP) for up to 8 poles that are expected to fall within the intracoastal water way banks. The CONSULTANT will respond to up to two Requests for Information from the each agency.

Task 3 G – Cost estimate

The CONSULTANT will prepare a quantity take off and an engineer's estimate of probable costs for the construction effort.

Task 3 H – Bid Phase services

The CONSULTANT will assist the Town in the bid phase services in the following items:

1. The Town will prepare the construction contract and bid documents. The CONSULTANT will provide to the Town pdf versions of the construction plans for use in the Town's bid package. The Town will advertise the contract and publish the bid package on their website or a service such as DemandStar. The Town will maintain the plan holder's list.
2. The CONSULTANT will attend a pre bid meeting with the Town that includes a meeting with the prospective bidders in the Town offices and a field review meeting to review the project.
3. The CONSULTANT will assist the Town in responding to up to 10 Requests for Information from bidder.
4. The CONSULTANT will assist the Town in preparing up to 2 Addenda during the bid phase.
5. The CONSULTANT will review the bids received and assist the Town in evaluating the bids and unit prices with respect to comparison to the engineer's estimate, calling up to three references for up to three bidders, and preparation of a memo to the Town summarizing our findings and recommendation regarding the award.

Assumptions:

- No lighting justification report will be done.
- No temporary lighting will be designed.
- No easements will be obtained, all work shall be within the right of way limits.
- No written technical specifications will be prepared, the FDOT standard specifications will be referenced.
- No Traffic Control Plans will be prepared.
- The Town will pay for any permit application fees.
- One typical section will be applicable for the entire project length.
- No community involvement is included. Any coordination with the public shall be performed by the Town.
- The standard of care for the Consultant's performance shall not exceed the professional standard of care.
- The Total Allocated Funds for this project are not defined and therefore the Consultant does not have any duties related to them.

Fee

Task	Description	Erdman Anthony	Smith Engineering	Dunkelberger Engineering & Testing	George F Young	Total
1	Evaluation of Undergrounding Effort	\$6,425.00	\$17,640.00			\$24,065.00
2	Survey (budgeted amount)	\$25,000.00			\$33,760.00	\$58,760.00
3	Street Light Design and Plans	\$93,100.00	\$22,450.00	\$6,000.00		\$121,550.00
	Total	\$124,525.00	\$40,090.00	\$6,000.00	\$33,760.00	\$204,375.00

The fee will be billed monthly at the hourly rates established in the Professional Services Agreement ("Master Agreement") dated 2013 and these Total Maximum Fees will not be exceeded without your prior written approval. We will keep you advised about the status of the budgeted amounts on each monthly invoice and alert you to any items approaching the budget limit.

Schedule

As shown on the Attached Project Schedule, work will begin upon receipt of a signed agreement with the Town. Please note that some of the effort, particularly gathering the permitting, is outside our control. Therefore, we will keep the Town advised as to the progress and any concerns.

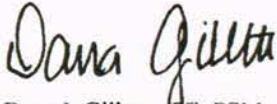


Mike Roach, PE
Re: Ocean Blvd.
April 23, 2014
Page 5 of 5

Please have an authorized representative sign this proposal in the space provided, and this proposal as an assignment under the "Master Agreement" shall become an executed Contract between us. Receipt of an original signed copy of this Contract shall constitute Erdman Anthony's Authorization to Proceed with the work.

Thank you for the opportunity to work with you on this assignment.

Sincerely,



Dana I. Gillette, PE, PSM
Principal Associate
ERDMAN ANTHONY

Accepted for _____ by:

SIGNATURE: _____

NAME (PRINTED): _____

TITLE: _____

DATE: _____

Enclosures: Fee worksheets
 Schedule worksheet
 Geotechnical proposal
 SUE proposal

K: Business-Development Proposals Palm Beach, town of/1-2013 ocean ave lighting and elec roach 042314.docx
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PROJECT WORK SCHEDULE

Task Description	Task Duration (weeks)	Estimated Start Date	Estimated Completion Date
Notice to Proceed			5/15/2014
1A Coordination	6	5/15/2014	6/26/2014
1B Preliminary design for undergrounding	6	5/29/2014	7/10/2014
1C Cost estimate	2	7/10/2014	7/24/2014
1D Final design proposal	0	7/24/2014	7/24/2014
2 Survey (budgeted amount)	12		3/24/1900
3A Coordination	4	5/15/2014	6/12/2014
3B Lighting Analysis and Report	6	6/12/2014	7/24/2014
3C Electrical design	4	7/24/2014	8/21/2014
3D Structural Design	4	6/12/2014	7/10/2014
3E Lighting Plans	12	6/12/2014	9/4/2014
3F Permits	20	7/24/2014	12/11/2014
3G Cost Estimate	3	9/4/2014	9/25/2014
3H Bid Phase Services	16	12/11/2014	4/2/2015

FEE

Task Description	Erdman Anthony	Smith Engineering	Dunkelberger Engineering & Testing	George F Young	Total
1 Evaluation of Undergrounding Effort					
1A Coordination	\$2,925.00	\$4,600.00			\$7,525.00
1B Preliminary design for undergrounding	\$2,100.00	\$9,090.00			\$11,190.00
1C Cost estimate	\$1,050.00	\$3,600.00			\$4,650.00
1D Final design proposal	<u>\$350.00</u>	<u>\$350.00</u>			<u>\$700.00</u>
Subtotal	\$6,425.00	\$17,640.00			\$24,065.00
2 Survey (budgeted amount)					
2A Survey budget amount	\$15,000.00				\$15,000.00
2B Utility Designates	\$5,000.00			\$18,260.00	\$23,260.00
2C Subsurface Utility Engineering (SUE)	<u>\$5,000.00</u>			<u>\$15,500.00</u>	<u>\$20,500.00</u>
Subtotal	\$25,000.00			\$33,760.00	\$58,760.00
3 Street Light Design and Plans					
3A Coordination	\$11,400.00	\$2,100.00			\$13,500.00
3B Lighting Analysis and Report	\$13,500.00	\$0.00			\$13,500.00
3C Electrical design	\$0.00	\$10,000.00			\$10,000.00
3D Structural Design	\$6,300.00	\$0.00	\$6,000.00		\$12,300.00
3E Lighting Plans	\$38,600.00	\$3,400.00			\$42,000.00
3F Permits	\$15,800.00	\$1,700.00			\$17,500.00
3G Cost Estimate	\$1,700.00	\$1,100.00			\$2,800.00
3H Bid Phase Services	<u>\$5,800.00</u>	<u>\$4,150.00</u>			<u>\$9,950.00</u>
Subtotal	\$93,100.00	\$22,450.00	\$6,000.00		\$121,550.00
Total	\$124,525.00	\$40,090.00	\$6,000.00	\$33,760.00	\$204,375.00

April 18, 2014

DUNKELBERGER
engineering & testing, inc.

A Terracon COMPANY

Erdman Anthony
1402 Royal Palm Beach Blvd, Suite 500
Royal Palm Beach, Florida 33411

Attn: Dana Gillette, P.E., P.S.M.
Phone: 561 753 9723
Email: GilletteD@erdmananthony.com

Re: Proposal for Geotechnical Engineering Services
Ocean Boulevard Lighting Project
Lake Avenue to Sloan's Curve
Town of Palm Beach, Florida
Proposal No. PHD140136

Dear Ms. Gillette:

Dunkelberger Engineering & Testing, Inc. A Terracon Company (DUNKELBERGER) appreciates the opportunity to submit this scope and fee proposal related to the above-referenced project. We understand that Erdman Anthony (Erdman) will provide design phase engineering services for this project to the Town of Palm Beach. This letter provides our understanding of the project issues, outlines our proposed work scope for evaluation of those issues and provides a schedule for completion. Compensation for our services is also described herein.

1.0 PROJECT INFORMATION

We understand that the Town of Palm Beach wishes to install decorative light poles along the west side of Ocean Boulevard from Lake Avenue to Sloan's Curve, a distance of approximately 2 miles. Foundations for the lighting will likely consist of either spread footing foundations or some form of deep (i.e. pile) foundation. The purpose of our work will be to determine the nature and consistency of the existing subsurface components and to provide geotechnical engineering design criteria for the foundations.

2.0 SCOPE OF SERVICES

2.1. Geotechnical Services

Our work will include the following services.

1. **Right-of-Way Use Permit** – Submit for and obtain a Right of Way Use permit from the Town of Palm Beach, Florida.



Dunkelberger Engineering & Testing, A Terracon Company 1225 Omar Road, West Palm Beach, Florida
P 561.689.4299 F 561.689.5955 <http://www.dunkelberger-engineering.com/>

Scope and Fee Proposal

Ocean Blvd. Lighting Project, ■ Town of Palm Beach, Florida
April 18, 2014 ■ Proposal No. PHD140136

DUNKELBERGER
engineering & testing, inc.
A Terracon COMPANY

2. **Mark Test Boring Locations/Utility Clearance** – Visit the project site and mark the test boring locations. The Sunshine Utility Network will be contacted for clearance of underground utilities.
3. **Maintenance of Traffic** – Establish maintenance of traffic so that the work may be completed in a safely, and in a manner that limits impacts to local traffic.
4. **Exploration of Subsurface Conditions** – Five Standard Penetration Test (SPT) borings will be drilled in accordance with procedures and nomenclature described in ASTM D 1586. The borings will be drilled to 25 feet deep. Samples will be obtained at frequent vertical intervals, and the boreholes will be filled with neat cement grout upon their completion. Owing to the presence of overhead utilities existing along the west side of Ocean Boulevard, the boring will necessitate drilling without the drilling rig mast in its normal vertical position.
5. **Laboratory Evaluation** - The recovered soils and materials will be classified in accordance with the Unified Soil Classification System (ASTM D 2487) and appropriate geological terminology.
6. **Geotechnical Engineering Report** – We will prepare and submit an engineering report that presents the results of the borings and provides geotechnical engineering design criteria for the foundations for the proposed lighting. The report will include a drawing showing the boring locations, the subsurface profiles for the borings, and the report will be signed and sealed by a Florida registered professional engineer. Four report copies will be provided.

2.2 Safety - IIF

At DUNKELBERGER, we all have a personal and uncompromising commitment to everyone going home safely each and every day. Incident and Injury-Free (*IIF*) is about care and concern for people. It is our personal and organizational commitment at all levels of the company and is where safety is held as a core value as well as an operational priority. Working safely is an inseparable part of working correctly, just as much as other operational priorities, in particular quality, profitability and schedule. Incident and Injury-Free is our commitment to our people and others, who we value for who they are and what they do. *IIF* is not just something we do, it's in everything we do.

As part of our *IIF* process, we will prepare a "Pre-Task Plan" for this project where we will identify the potential site safety and job hazards associated with your site. Our Pre-Task Plan will identify and prepare our personnel to be able to handle conditions such as but not limited to traffic control, environmental contamination, site access issues, overhead and underground utilities, adverse weather conditions, and personal protection equipment and will continually be reviewed and reevaluated throughout the field work activities. We understand that each site is unique and may contain different safety conditions and as a company to protect our personnel as well as others, we look at each site individually to identify the potential concerns.

Scope and Fee Proposal

Ocean Blvd. Lighting Project, ■ Town of Palm Beach, Florida
April 18, 2014 ■ Proposal No. PHD140136

DUNKELBERGER
engineering & testing, inc.
A Terracon COMPANY

2.3 Schedule

Following receipt of your written authorization to proceed, we estimate that our schedule for the work will be as follows:

- Permit Application, Submittal and Acquisition – 2 weeks (depending upon the Town)
- Mark Test Boring Locations – 1 day
- Utility clearance – 3 days
- Field work – 2 days
- Laboratory examination – 1 day
- Engineering report preparation – report delivery approximately 1 week after completion of the field and laboratory work
- Approximate duration from NTP to report submittal = 3 to 4 weeks

3.0 COMPENSATION

For the scope of geotechnical services outlined in this proposal that includes drilling, engineering evaluation and report, we estimate that our fees for the previously described scope of services will be **\$6,000.00**, as itemized below.

A. Stake Borings, Sunshine Utility Clearance & Rig Mobilization:	\$	500.00
B. Permit Application: Lump sum	\$	500.00
C. Maintenance of Traffic 2 days @ \$125.00/day	\$	250.00
D. SPT Borings: 5 @ 25 feet deep, 125 feet @ \$12.00/lineal foot	\$	1,500.00
E. Grout Borings: 5 @ 25 feet deep, 125 feet @ \$5.00/lineal foot	\$	625.00
F. Surcharge for Low Overhead Clearance, 125 feet @ \$3.00/foot	\$	375.00
G. Laboratory Review: Lump sum	\$	250.00
H. Geotechnical Report: Lump sum	\$	2,000.00
Total.....	\$	6,000.00

The fee is valid for 90 days from the date of this proposal and is based on the assumption that all field services will be performed under safety Level D personal protective procedures. The lump sum fee is based on the assumptions and conditions provided at the time of this proposal. Additional services, if needed, will be invoiced in accordance with the unit rates shown above. Such work will not be initiated without due cause and your prior written authorization.

Scope and Fee Proposal

Ocean Blvd. Lighting Project, ■ Town of Palm Beach, Florida
April 18, 2014 ■ Proposal No. PHD140136

DUNKELBERGER
engineering & testing, inc.
A Terracon COMPANY

4.0 AUTHORIZATION

If this proposal meets with your approval, work may be initiated by returning an original copy of the attached Agreement for Services to our West Palm Beach office. Project initiation may be expedited by sending a copy of the signed Agreement for Services via e-mail or facsimile. Otherwise, send your work order or form of agreement using this proposal as an attachment.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give me a call.

Sincerely,

Dunkelberger Engineering & Testing, Inc. A Terracon Company



Kevin E. Aubry, P.E.
Geotechnical Services Manager

Attachment: Agreement for Services

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Erdman Anthony of Florida, Inc. ("Client") and Dunkelberger Engineering & Testing, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Ocean Boulevard Lighting Project project ("Project"), as described in the Project Information section of Consultant's Proposal dated 04/18/2014 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR GUARANTEES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by services not performed due to a failure to request or schedule Consultant's services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE.

Consultant: **Dunkelberger Engineering & Testing, Inc.**
By: *Kevin E Aubry* Date: **4/18/2014**
Name/Title: **Kevin E Aubry / Geotechnical Services Manager**
Address: **1225 Omar Rd.
West Palm Beach, FL 33405**
Phone: **(561) 689-4299** Fax: _____
Email: **keaubry@terracon.com**

Client: **Erdman Anthony of Florida, Inc.**
By: _____ Date: _____
Name/Title: **Dana Gillette /**
Address: **1402 Royal Palm Beach Blvd., Building 500
Royal Palm Beach, FL 33411**
Phone: **(561) 753-9723** Fax: _____
Email: **gillette@erdmananthony.com**

Reference Number: PHD140136

George F. Young, Inc.

CLIENT AND CONSULTANT
PROFESSIONAL SERVICES AGREEMENT

This agreement is made and entered into 18th Day of April 2014
The effective date, for the terms and conditions listed below and on the following pages of this agreement by and between:

CONSULTANT:

George F. Young, Inc.

Address:
885 S. US Hwy 17-92 Suite 206
DeBary, FL 32713

Telephone: (386) 668-1550

Fax: (386) 668-1559

CLIENT:

Erdman Anthony

Address:
1402 Royal Palm Beach Blvd. Ste. 500
Royal Palm Beach, FL 33411

Telephone: (561) 753-9723

Fax: (561) 753-9724

Project Name: SR A1A (Ocean Blvd.) West R/W - Utility Locates - George F. Young, Inc. Proposal #14P08800SU

Name and Address of Record Owner of Property (if other than Client):

n/a

The property upon which the services hereinafter described are to be performed is located at:

See "Basic Scope of Services" under "Exhibit A".

Client intends to Provide Survey Services. See "Exhibit A".

See "Client's Responsibilities" under "Exhibit B".

See "Compensation Schedule" under "Exhibit C".

ACCEPTANCE

By execution of this agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the work. In the event Client is not the owner of the property, Client represents that Client has informed the owner of the work and obtained permission from said owner for Consultant to proceed.

IN WITNESS THEREOF, the parties hereby execute this agreement upon the terms and conditions stated hereon and on the date first above written.

Accepted by: _____

Authorized Signature - Client, as owner
Or authorized agent for the owner

Date: _____

Accepted by: Steve Larson

Authorized Signature - George F. Young, Inc.

Date: 4/18/2014

George F. Young, Inc.

EXHIBIT A

BASIC SCOPE OF SERVICES

- Project site is described as the west right of way (from the edge of pavement to west right of way) of SR A1A (Ocean Blvd.) from Lake Avenue (SR 802) going north to north of Sloan's Curve Drive, located in Palm Beach, Florida.
- **DESIGNATION:** George F. Young Inc. to provide Electronic Designation Services to determine the horizontal location of the existing utilities within the west right of way within the location outlined in red as shown on the aerial provided to GFY by Erdman Anthony.
- **OPTIONAL SERVICES:** Soft-digs (VVH's) to be provided at a later date at areas determined by the engineer of record at the additional unit cost \$ 375.00 each in earth or sod areas and \$ 425.00 each in paved areas. *There will be a minimum of 6 VVH's performed per mobilization.*
- All permits necessary for GFY to perform the above described services shall be the responsibility of the client.

Erdman Anthony is to provide all necessary survey services to collect the found utility information and to pre-stake all proposed VVH locations. GFY to provide Erdman Anthony copies of the field book notes and 3 copies of a Surveyor's Report reflecting VVH (soft-dig) information (measure down distance, utility size, and makeup).

Utilization of the above equipment and methods is the industry recognized procedure for finding and locating underground utilities and features. Although effective and reliable, there is the possibility that all utilities may not be detected due to environmental conditions, soil conditions, water table, excessive depth, and/or feature makeup.

EXCLUSIONS

The following items are specifically excluded from the above Basic Scope of Services:

1. Filing fees, permit fees, prints, or any other out of pocket expenses other than those specifically included.
2. Any work associated with biological, ecological or environmental studies, traffic studies or geotechnical services.
3. Any work associated with securing permits.
4. Any work associated with survey.
5. Any work associated with the handling or disposal of contaminated soils or groundwater.

CLIENT'S RESPONSIBILITIES

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties.

In addition to other responsibilities of CLIENT as set forth in this Agreement, CLIENT shall:

1. Obtain permission, if required, for access by GFY crews to project site.
2. Obtain the necessary permits to perform the requested work within the right of way.
3. Provide major MOT set-ups if required to perform the work.
4. Provide all necessary survey services.

George F. Young, Inc.

EXHIBIT B

COMPENSATION SCHEDULE

Client shall pay Consultant for Basic Services set forth in Exhibit A in accordance with item A, B, & C below:

A: LUMP SUM

1. **DESIGNATION SERVICES:** A **LUMP SUM AMOUNT** of \$ **18,260.00** (Eighteen Thousand Two Hundred Sixty Dollars and Zero Cents).
2. **OPTIONAL SERVICES, UNIT COST:** Soft-digs (VVH's) to be provided at a later date at areas determined by the engineer of record at the unit cost \$ 375.00 each in earth or sod areas and \$ 425.00 each in paved areas. *There will be a minimum charge of 6 VVH's performed per mobilization.*
3. Consultant may alter the distribution of compensation between the individual phases noted herein to be consistent with services actually rendered but shall not exceed the total **Limiting Amount Sum** for the Basic Services unless approved by the Client.

B: HOURLY

1. On an hourly basis at our prevailing standard hourly rates. (Current rate schedule attached.)

C: RETAINER:

1. The Client shall make an initial payment of \$ 0.00 (retainer) upon execution of this Agreement. Upon receipt of this retainer payment, the Consultant shall commence services as provided for under this Agreement. This retainer shall be held by the Consultant and applied against the final invoice. In the event the amount of the final invoice exceeds the final invoice, the Consultant shall refund the balance with the final invoice. If the final invoice exceeds the retainer the Client shall promptly remit the amount due.

D:

1. See attached Task and Hourly Fee Breakdown, "Exhibit C".

Exhibit C- TASK & HOURLY FEE BREAKDOWN
GFY Proposal #14P008800SU
PROJECT NAME: SR A1A (Ocean Blvd.) West Right of Way

TASK RELATED FEE: DESIGNATION & LOCATION

	UNITS/DAYS	RATE	COST
Designation/GPR Truck & Crew	10	1,675.00	\$16,750.00
Soft-Digs Underground	0	375.00	\$0.00
Soft-Digs Under Pavement	0	425.00	\$0.00
Mobilization/ Demobilization	0	0.00	\$0.00

TASK RELATED FEE: FIELD SURVEYING

	DAYS	RATE	COST
Three (3) Person Survey Team (Includes vehicle and Conventional Equipment)	0	0.00	\$0.00
Four (4) Person Survey Team (Includes vehicle and Conventional Equipment)	0	0.00	\$0.00

TASK RELATED FEE: HOURLY

	MAN-HOURS	RATE	COST
PRINCIPAL	0	0.00	\$0.00
UTILITY MANAGER II	10	130.00	\$1,300.00
SURVEYOR II	1	130.00	\$130.00
TECHNICAL SUPPORT	0	0.00	\$0.00
TECHNICIAN III	1	80.00	\$80.00
STAFF ASSISTANT	0	0.00	\$0.00

SETUPS

MAINTENANCE OF TRAFFIC (Per Set-up)	0	400.00	\$0.00
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TOTAL **\$18,260.00**

CLIENT AND CONSULTANT AGREE THAT THE FOLLOWING PROVISIONS SHALL BE PART OF THEIR AGREEMENT:

1. Consultant agrees to perform the services set forth in the foregoing Exhibit "A" and incorporated herein by this reference ("services").
2. Client shall have the responsibilities set forth in the foregoing Exhibit "B" and incorporated herein by this reference ("responsibilities").
3. Client agrees to compensate Consultant for its services according to the foregoing Compensation Schedule attached hereto as Exhibit "C" and incorporated herein by this reference ("schedule").
4. All original papers, documents, drawings and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this agreement shall remain the property of Consultant and may be used by Consultant without the consent of Client. Upon request and payment of the costs involved, Client is entitled to a copy of all papers; documents and drawings provided Client's account is paid current.
5. Client acknowledges that its right to utilize the services and work product provided pursuant to this agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this agreement and Client has performed all obligations under this agreement. Client further acknowledges that Consultant has the unrestricted right to use the services provided pursuant to this agreement as well as all work products provided pursuant to this agreement.
6. Upon request, Client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges, which are necessary to perform the terms of this agreement.
7. Client agrees not to use or permit any other person to use plans, drawings, or other work product prepared by Consultant, which plans, drawings, or other work product are not final and which are not signed and sealed by Consultant. Client agrees to be liable and responsible for any such use of non-final plans, drawings, or other work product not signed and sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings or other work product are for the exclusive use of Client and may be used by Client only for the project described on the face hereof. Such final plans, drawings, or other work product may not be changed nor used on a different project without the written authorization or approval by Consultant.
8. If Consultant's work product exists in electronic or computerized format, or is transferred in electronic or computerized format (CADD), the stamp, seal and signature shall be original and may not be a computer generated copy, photocopy, or facsimile transmission of the original. Original maps or plans with original signatures and seals shall be considered the original documents.
9. Any use or reuse of original or altered CADD materials by Client, agents of Client, or other parties without the prior review and written approval of Consultant shall be at the sole risk of Client. Further, Client agrees to defend, indemnify, and hold Consultant harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized use, re-use, or modification of these materials.
10. Client recognizes that surveys, designs, plans, and data stored on electronic media including, but not limited to, computer disks and magnetic tapes may be subject to unauthorized use, misuse and uncontrollable deterioration. Upon document approval, Consultant shall submit to Client any deliverables, which have been contractually agreed to on electronic media. Client shall have 30 days to inspect such deliverables and notify Consultant of any irregularities in the deliverables. Consultant will correct any such irregularities detected by Client in order to complete the work in accordance with the intent of the Agreement and specifications. At the end of said 30-day inspection period, any additional services to be performed by Consultant relative to the submitted electronic materials shall be considered Additional Work, and shall be approved by Client prior to commencing such effort.
11. CADD submittals to or on behalf of Client will be prepared using AutoCAD 2000 and George F. Young, Inc. CADD standards, and shall be considered within the Scope of Services of the Agreement. Submittals in other formats and/or other computer environments, and the work-effort related thereto, shall be considered Additional Services.
12. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed. In the event all or any portion of the services or work product prepared or partially prepared by Consultant be suspended, abandoned, or terminated, Client shall pay Consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services, which shall be paid for by Client as Additional Services.
13. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

14. This agreement shall not be construed to alter, affect or waive any lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the property on which the project is to be located. Client also agrees to separately provide Consultant with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.
15. If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, provide any lender certifications, agreements for transfer of design documents, or assignment of contracts as a condition of receiving payment for services. In the event the Consultant agrees to provide any of the above, all work related thereto will be considered Additional Services.
16. If Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees Consultant shall have the right to consider such default in payment a material breach of this entire agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this agreement are suspended or terminated. In such event, Client shall promptly pay Consultant for all fees, charges, and services provided by Consultant.
17. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement.
18. Client agrees that the periodic billings from Consultant to Client are correct, conclusive, and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.
19. Client agrees to pay a monthly late payment charge, which will be the lesser of, one and one-half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.
20. If Consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, and other documents and/or field services are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required shall be paid for by Client as Additional Services.
21. Client agrees that if Client requests services not specified pursuant to the Scope of Services description within this agreement, Client agrees to pay for all such Additional Services as extra work.
22. In the event that any staking or survey control points are destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking and/or reestablishing control points shall be paid for by Client as Additional Services.
23. Client shall reimburse Consultant for all out of pocket expenses including, but not limited to, title company charges, Subconsultant fees, filing fees, travel expenses, blueprints and reproductions at a rate of cost plus 10%.
24. Client acknowledges and agrees that if Consultant provides surveying services, which services require the filing of a Record of Survey in accordance with applicable law or regulations that all the costs of preparation, examination and filing for the Record of Survey will be paid by Client as Additional Services.
25. Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or approve or disapprove of Consultant's services or work product promptly, faulty performance by Client, or other contractors or governmental agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant is not responsible for damages nor shall Consultant be deemed to be in default of this agreement.
26. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
27. Consultant makes no warranty, either expressed or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.
28. Estimates of land areas provided under this agreement are not to be considered precise unless Consultant specifically agrees to provide the precise determination for such areas.
29. If the Scope of Services to be provided by Consultant pursuant to the terms of this agreement includes an ALTA survey, Client agrees that Consultant may sign the ALTA Survey Statement attached hereto and incorporated herein by reference. In the event that Consultant agrees to sign a statement or certificate which differs from the ALTA Survey Statement contained in the attachment, Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any statement which differs from the statement contained in the attachment.
30. Earthwork volume calculations provided under this agreement must be verified by another Consultant at the expense of the Client if a monetary decision of more than \$50,000.00 is based upon said calculations. Client agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from earthwork volume calculations.

31. All surveying and mapping services provided pursuant to this agreement will be performed in accordance with Chapter 61G 17 - 6 Florida Administrative Code. It is understood by the Client that Surveyors and Mappers do not determine ownership of the property surveyed. A Title Company or Attorney must verify any questions of ownership/encumbrance such as, but not limited to, vacation of rights of way and/or easements. Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the determination of ownership of the property surveyed pursuant to this agreement.

32. Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction for the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours. Consultant shall not at any time have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor any failure of any contractor's work to comply with laws and regulations applicable to contractor's work.

33. Client agrees to limit the liability of Consultant, its principals, employees and their Subconsultants, to Client and to all contractors and subcontractors on the project, for any claim or action arising in tort, contract or strict liability, to the sum of \$50,000.00 or Consultant's fees, whichever is greater. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.

34. Exclusion of Special, Incidental, Indirect and Consequential Damages: To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, Consultant and Consultant's officers, directors, partners, employees, agents, and Consultant's Subconsultants shall not be liable to the Client or anyone claiming by, through or under Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of Consultant or Consultant's officers, directors, partners, employees, agents, and Consultant's Subconsultants or any of them.

35. Agreement Not to Claim for Cost of Certain Change Orders: Client recognizes and expects that certain change orders may be required to be issued as the result in whole or in part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Consultant or in the other professional services performed or furnished by Consultant under this Agreement ("Covered Change Orders"). Accordingly, Client agrees not to sue and otherwise make no claim directly or indirectly against Consultant on the basis of professional negligence, breach of contract, or otherwise with respect to the cost of approved Covered Change Orders unless the cost of such approved Covered Change Orders exceed 15% of the applicable Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Consultant for the cost of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs the Client would have incurred if the Covered Change Order had been included originally without any imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Contract Documents and with any error or omission of Consultant related thereto. Nothing in this provision creates the presumption that, or changes the professional liability standard for determining if, Consultant is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Consultant includes Consultant's officers, directors, partners, employees, agents, and Consultant's Subconsultants.

36. The parties to this agreement acknowledge that Consultant's Scope of Services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Property affected thereby until Client: (i) retains appropriate specialist Consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Property is in full compliance with applicable Laws and Regulations.

37. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement or in any way connected with the performance of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which Consultant may be entitled.

38. Client agrees that in the event Client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's principal place of business is located, and Client waives the right to bring, try, or remove such litigation to any other county or judicial district.

39. (a) Except for the provision of subdivision (b) and subdivision (c), and in an effort to resolve any conflicts, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation or other form of Alternative Dispute Resolution as agreed to by the parties.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and Consultants retained for the project and with other successive third parties including but not limited to construction contractors, lenders and owners associations and to require all independent contractors and Consultants also include a similar mediation provision in all agreements with subcontractors, Subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

(b) Subdivision (a) does not preclude or limit Consultant's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit Consultant's right to elect to perfect or enforce applicable mechanics lien remedies.

40. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on Client and Consultant.

41. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

42. Waiver by Consultant of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant, and any such waiver shall not constitute a continuing waiver thereof.

43. This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other. Any material change of ownership within the Client's organization including, but not limited to, new partners, principals, or a transfer of majority ownership shall be considered an assignment of this agreement and subject to written consent of the Consultant. Failure of Client to notify Consultant of such changes shall be considered a material breach of this Agreement.

44. In the event of termination of this Agreement by either party, Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

(a) Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

(b) Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

(c) Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in aggregate;

(d) Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

45. This agreement shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.

46. If, during the term of this agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they change or affect the Scope of Services, compensation, schedule, allocation of risks, or other material terms of the Agreement, the Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this agreement, in accordance with the termination provision hereof.

47. This agreement contains the entire agreement between Client and Consultant relating to the Project and the provision of services to the Project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both Client and Consultant.



TOWN OF PALM BEACH

Office of the Town Manager

MEMORANDUM

To: Mayor and Town Council Members

From: Peter B. Elwell, Town Manager

Subject: Proposed Street Lighting Upgrade and
Undergrounding Project South of Sloan's Curve

Date: June 5, 2014

The following people submitted emails in favor of the project:

Dennis J. Reidy
Kitty Lilly
Richard D. Triggs
William S. Jennings
Arnold Sheer
Nancy Garson
Roger Frankel
Frances Gilberg

Cheryl J. Barnes
Daryl Ann Glenney
Gerald Heller
Harris N. Hollin
Raymond Klein
Phyllis Borak
Joe Chiappetta
Barbara Zimmerman
Bernard Panfel

The following person submitted an email in opposition to the project:

Lloyd Chautin

The following people submitted an email with questions regarding the street lighting project:

Ira Smith

Anthony DiPaolo

Copies of the emails are available in the Town Manager's Office.

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Coastal Protection Matters

- a. Update on Current Conditions and Ongoing Actions.
- b. Reach 3 Roadway Protective Seawall Project:
Alternative Proposed by Affected Residents.

Presenter

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

Supporting Documents

- [a. Memorandum dated May 21, 2014, from H. Paul Brazil, P.E., Director of Public Works](#)
- [b. Memorandum dated May 28, 2014, from H. Paul Brazil, P.E., Director of Public Works](#)
- [b. Exhibit A](#)
- [b. Table 1 - Without Roadway Protection](#)
- [b. Table 2 - With Roadway Protection](#)
- [b. Memorandum dated January 31, 2014, from Thomas G. Bradford, Deputy Town Manager](#)
- [b. Letter dated May 28, 2014, from Various Residents](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 10, 2014

TO: Mayor and Town Council

VIA: Peter B. Elwell, Town Manager

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

RE: Coastal Protection Update

DATE: May 21, 2014

STAFF RECOMMENDATION

Staff recommends that Town Council review the information provided below and provide any direction as deemed necessary.

GENERAL INFORMATION

New monthly shoreline condition photographs will be taken at both high tide and low tide in advance of the June 10, 2014 meeting. A brief presentation will be prepared.

Below are brief updates regarding the current schedules of the upcoming Coastal Management Program projects:

Lake Worth Inlet Maintenance Dredging

- The USACE is currently using a vessel to knock down sand high points in the inlet channel. Dredging the inlet for navigation purposes is expected this coming winter of 2014/2015.
- Public bid solicitation for the next maintenance event with sand placement in Reach 1 is expected in October of 2014.
- Construction would occur after 2014 sea turtle nesting season and before 2015 sea turtle nesting season (between November 2014 – March 2015).

North Ocean Boulevard Seawall Replacement

- Construction was deferred by Town Council from 2014 to 2015 due to potential traffic impacts related to the Flagler Memorial Bridge closure.
- Design and permitting is underway.
- Construction is planned to begin on or after May 1, 2015.

Reach 3 Wells to Sunrise Seawall Repairs

- Design and State permitting is underway.
- Public bid solicitation scheduled for August 2014.
- Begin construction in November 2014 before construction of the Mid-Town Beach Renourishment project.
- An alternative approach to this project has been proposed by affected residents and will be considered by Town Council on June 10.

Mid-Town Beach Renourishment

- Public solicitation for bids occurred on April 20 and April 27, 2014.
- Bid Opening is scheduled for June 6, 2014.
- Construction will occur after 2014 sea turtle nesting season and before 2015 sea turtle nesting season (between November 2014 – March 2015).

Phipps/Reach 7 Partial Beach Nourishment and Reach 8 Dune Restoration

- Public bid solicitation occurred on May 18 and May 25, 2014.
- Bid Opening is scheduled for June 18, 2014.
- Construction will occur after 2014 sea turtle nesting season and before 2015 sea turtle nesting season (between November 2014 – March 2015).

Reach 8 Southern Palm Beach Island Comprehensive Shoreline Stabilization Project EIS

- Draft EIS document expected in July 2014.
- Final EIS document expected by the end of 2014 calendar year.
- State and Federal permitting to resume after Final EIS document is published.
- Construction of EIS-recommended project in Reach 8 is planned to occur concurrently with the next full-scale beach nourishment in Phipps Ocean Park/Reach 7 (between November 2015 and March 2016).

Town staff will be available to provide additional details at the June 10, 2014 Town Council meeting.

cc: Shore Protection Board
Robert Weber, Coastal Coordinator

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 10, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Alternative Approach to Reach 3 Roadway Protective Seawall Project

Date: May 28, 2014

STAFF RECOMMENDATION

Town staff requests direction from Town Council considering requests from various residents within Reach 3 to not be assessed by the Town for the seawall repairs, but instead be allowed to replace the sections of seawall that they own on North Ocean Boulevard (N. Ocean Blvd.) between Sunrise Avenue and Wells Road.

GENERAL INFORMATION

On December 2, 2013, during a Special Town Council meeting to discuss the FY 2014 Coastal Protection Project, Town Council directed Town staff to have an engineer perform a condition assessment of the roadway protective seawall along approximately 2,000 feet of N. Ocean Blvd. in Reach 3, and to present the results to Town Council at the regular Town Council meeting on January 14, 2014.

At the January 14, 2014 Town Council meeting, Kimley-Horn and Associates, Inc. (KHA) presented their findings from the condition assessment. The observed wall deficiencies were documented and then prioritized based on an apparent reduction of their strength and potential additional deterioration.

At the February 28, 2014 Special Town Council meeting, KHA was given approval for a purchase order to provide professional design, permitting, and bid phase support services for both the structural and non-structural seawall repairs along N. Ocean Blvd. in Reach 3. KHA's scope also includes the preparation of a specific purpose survey that will refine the probable cost estimates for construction activities within each parcel. Each parcel is shown on the attached Exhibit A.

The majority of the 2,000-foot long seawall along N. Ocean Blvd. in Reach 3 is privately owned. The sections of the seawall that intersect the Rights-of Way for Wells Road (50 ft.), Dunbar Road (50 ft.), and Atlantic Avenue (30 ft.) are public. In addition, more than 75% of the 203-foot long seawall fronting the 260 N. Ocean Blvd. property is actually located within the North Ocean Blvd. right-of-way. Attached is KHA's "Engineer's Opinion of Probable Cost by Parcel,

Summary”. The table indicates that approximately 25% of the total cost of repairs is located on public property. All other sections of the seawall between Sunrise Avenue and Wells Road are located on private property.

At the January 14, 2014 Town Council meeting, staff presented 3 alternatives for funding this project:

1. The Town could pay for all costs associated with the project since it is roadway protective.
2. The Town could complete the project and assess the private owners for their prorated cost.
3. The Town could repair the sections of wall that are owned by the Town and give instructions to private owners on how to properly repair the sections they own.

Note: Sections 106-81, 106-82, and 106-83 of the Town’s Code of Ordinances address the maintenance of roadway protective seawalls along Ocean Boulevard.

Staff noted that if alternative 2 was selected, the method for assessing the costs also would have to be determined. (See Table 1). The assessment options presented by staff were as follows:

- | | |
|-----------|---|
| Option 1: | Cost for Specific Damage within Parcel Limits |
| Option 2: | Linear Distribution of Total Cost |
| Option 3: | Cost Based on Area East of Ocean Blvd. to ECL. |
| Option 4: | Cost Based on Area East and West of Ocean Blvd. |

Table 2 shows a fifth option which provides for the Town paying 50% of total project costs as consideration for the roadway protective status of these seawalls and then distributes the remaining costs in accordance with options 1-4 above. Also, Tom Bradford provided a separate memorandum dated January 31, 2014 with more information about the non-ad valorem assessment process.

At the May 13, 2014 Town Council Meeting, Council approved Funding Alternative No. 2 which would have the Town complete the seawall repairs and assess the private owners for their prorated costs. After the May Council meeting various residents advised that they would rather be responsible for the costs of replacing their portions of the seawall, in lieu of the Town completing the repair project and implementing an assessment. This is similar to Funding Alternative No. 3 above except that the seawall will not be repaired but replaced. Those residents have confirmed their request on the attached letter dated May 28, 2014.

Lastly, the seawall replacement does not have to be completed before the Mid-Town Beach Renourishment project which is scheduled to begin as early as November 2014.

FUNDING/FISCAL IMPACT

KHA prepared a preliminary cost estimate for repairs. Please realize that this estimate is very preliminary in nature and is very conservative. We anticipate that the complete repair cost will be on the order of \$1.5 million. Four categories of repairs were identified. Priorities 1 and 2 included structural repairs. Priorities 3 and 4 included sealing, patchwork, and monitoring. Repair work associated with priorities 1 and 2 have an engineer's cost estimate of approximately \$500,000 to \$750,000 (approximately half of the complete repair costs).

The Town Council approved FY 2014 Coastal Management Program Budget did not include funding for all of the roadway protective seawalls (both public and private) in Reach 3. However, the FY 2014 Coastal Management Program Budget and 10-Year Forecast included anticipated appropriations of \$1 million annually for seawall repairs between FY 2015 to FY 2023 (\$9 million total). The \$9 million funding was included within the recent Accelerated Capital Improvement bond. This would be an appropriate source for whatever the Town Council determines to be the appropriate Town funding share for this project.

We do not have an estimate for a replacement wall. We can prepare that if directed.

Attachments

cc: Shore Protection Board
Thomas Bradford, Deputy Town Manager
William Francis, P.E., Town Engineer
Jeffrey Sanon, P.E., Project Engineer
Robert Weber, Coastal Coordinator
Lynda Cummings, Purchasing Agent
Kevin Schanen, P.E., Kimley-Horn and Associates, Inc.
Dave Stewart, P.E., Kimley-Horn and Associates, Inc.

Town of Palm Beach
Wells/Sunrise Seawall Rehabilitation Project

Table 1 - Engineer's Opinion of Probable Cost by Parcel, Summary
Funding Options with No Roadway Protection Allocation

Begin Station	End Station	Shoreline Frontage (FT)	Parcel Control Number	Owner's Name	Option 1: Cost for specific damage within parcel limits	Option 2: Linear distribution of total cost	Option 3: Cost based on area east of Ocean Blvd. to ECL	Option 4: Cost based on area east and west of Ocean Blvd.
10+00	11+67	167	50434315230004020	Number One North Ocean Condominium 150 N Ocean Blvd, Palm Beach, FL	\$ 16,308	\$ 121,743	\$ 95,719	\$ 110,764
11+67	11+92	25	PCN Unknown	Grace Trail	\$ 10,328	\$ 18,225	\$ 14,124	\$ 18,458
11+92	14+33	241	50434314230003100	Ocean Towers North Condominium 170 N Ocean Blvd, Palm Beach, FL	\$ 78,968	\$ 175,689	\$ 136,266	\$ 187,122
14+33	14+43	10	50434314000020041	Root Trail Partners LLC 125 Root Trail, Palm Beach, FL Aligns with Root Trail	\$ 3,941	\$ 7,290	\$ 6,224	\$ 13,317
14+43	16+19	176	50434314250000010	Warden House Condominium 200 N Ocean Blvd, Palm Beach, FL	\$ 117,058	\$ 164,754	\$ 133,427	\$ 141,220
16+19	16+69	50		Aligns with Seminole Avenue				
16+69	17+84	115	50434314100020012	Meister, Robert 101 Seminole Ave, Palm Beach, FL	\$ 57,766	\$ 83,835	\$ 62,860	\$ 71,133
17+84	19+03	119	50434314100020011	Daniels, Leslie B 100 Everglade Ave, Palm Beach, FL	\$ 217,548	\$ 123,201	\$ 82,826	\$ 73,900
19+03	19+53	50		Aligns with Everglade Ave				
19+53	20+09	56	50434314260000020	220 North Ocean Partners 220 N Ocean Blvd, Palm Beach, FL	\$ 8,245	\$ 40,824	\$ 26,545	\$ 33,568
20+09	20+35	26	50434314260000040	Goldblum, Norman P & Goldblum, Simone S 109 Everglade Ave, Palm Beach, FL	\$ -	\$ 18,954	\$ 12,905	\$ 27,162
20+35	20+60	25	50434314260000061	Deziel, Louis B 117 Everglade Ave, Palm Beach, FL	\$ 8,245	\$ 18,225	\$ 12,927	\$ 26,849
20+60	20+87	27	50434314260000050	Ward, Charles & Ward, Donna 120 Atlantic Ave, Palm Beach, FL	\$ -	\$ 19,683	\$ 12,916	\$ 26,991
20+87	21+13	26	50434314260000030	Schuster, Heidi & Schuster, Scott 110 Atlantic Ave, Palm Beach, FL	\$ 7,773	\$ 18,954	\$ 13,459	\$ 27,075
21+13	21+70	57	50434314260000010	Goldfarb, Judith 230 N Ocean, Palm Beach, FL	\$ 37,888	\$ 41,553	\$ 26,291	\$ 36,147
21+70	2200	30	No PCN	Atlantic Ave (Town)	\$ 37,599	\$ 21,870	\$ 14,259	\$ 18,302
22+00	23+01	101	50434314090000190	Cloutier, George A 240 N Ocean Blvd, Palm Beach, FL	\$ 195,324	\$ 73,629	\$ 45,947	\$ 38,961
23+01	25+04	203	50434314070000740	Kinzelberg, Harvey 260 N Ocean Blvd, Palm Beach, FL	\$ 76,845	\$ 36,997	\$ 94,365	\$ 146,561
				Portion of Wall in R/W, See Note 6 (Town)	\$ 230,535	\$ 110,990	\$ -	\$ -
25+04	25+54	50	No PCN	Dunbar Rd (Town)	\$ 31,347	\$ 36,450	\$ 26,116	\$ 31,394
25+53	26+85	132	50434314070000371	Rubinoff, Michael S 101 Dunbar Rd, Palm Beach, FL	\$ 155,696	\$ 96,228	\$ 72,266	\$ 68,718
26+85	28+14	131	50434314070000361	Weisfisch, Rami Yoram & Weisfisch, Pnina Apolonia 280 N Ocean Blvd, Palm Beach, FL	\$ -	\$ 95,499	\$ 76,410	\$ 90,361
28+14	29+50	133	50434314080000040	Bottoroff, Jean B 300 N Ocean Blvd, Palm Beach, FL	\$ 97,622	\$ 96,957	\$ 81,319	\$ 56,872
29+50	30+00	50	No PCN	Wells Rd (Town)	\$ 68,964	\$ 36,450	\$ 33,000	\$ 21,065
10+00	30+00	2000	No PCN	N. Ocean Blvd. R/W (Town)	\$ -	\$ -	\$ 377,829	\$ 192,059
Total Length		2,000	Project Total		\$ 1,458,000	\$ 1,458,000	\$ 1,458,000	\$ 1,458,000
			Private Funded Total		\$ 1,089,555	\$ 1,252,240	\$ 1,006,796	\$ 1,195,180
			Town Funded Total		\$ 368,445	\$ 205,760	\$ 451,204	\$ 262,821

Notes:

1. Parcel Stationing is approximate based on scaled aeriels from Palm Beach County Property Appraiser web site.
2. Shoreline frontage for access parcels is based on platted dimensions from *Palm Beach Atlas*, Robert E. Owen & Associates, Inc., sheet No. 15. Actual shoreline frontage will be determined by boundary survey.
3. Areas based on property appraiser, plat and ECL survey provided by the Town of Palm Beach. Areas may require adjustment based on field survey of actual parcel corners.
4. See aerial graphic (Exhibit A) for limits of Ocean Blvd. and individual parcels used for area calculations.
5. Everglades Avenue and Seminole Avenue areas west of Ocean Blvd. are included in N Ocean Blvd. R/W area for Option 4.
6. According to a survey provided to the Town by the property owner, the bulkhead cap exists within the right of way for approximately 75% of the parcel frontage. The costs associated with the various options are estimates and are subject to change based on field survey information that is performed during the repair design phase.

**Town of Palm Beach
Wells/Sunrise Seawall Rehabilitation Project**

**Table 2 - Engineer's Opinion of Probable Cost by Parcel, Summary
Funding Options with Roadway Protection Allocation**

Begin Station	End Station	Shoreline Frontage (FT)	Parcel Control Number	Owner's Name	Option 1A: 50/50 Public/Private split of Option 1 cost	Option 2A: 50/50 Public/Private split of Option 2 cost	Option 3A: 50/50 Public/Private split of Option 3 cost	Option 4A: 50/50 Public/Private split of Option 4 cost
10+00	11+67	167	50434315230004020	Number One North Ocean Condominium 150 N Ocean Blvd, Palm Beach, FL	\$ 8,154	\$ 60,872	\$ 47,859	\$ 55,382
11+67	11+92	25	PCN Unknown	Grace Trail	\$ 5,164	\$ 9,113	\$ 7,062	\$ 9,229
11+92	14+33	241	50434314230003100	Ocean Towers North Condominium 170 N Ocean Blvd, Palm Beach, FL	\$ 39,484	\$ 87,845	\$ 68,133	\$ 93,561
14+33	14+43	10	504343140000020041	Root Trail Partners LLC 125 Root Trail, Palm Beach, FL Aligns with Root Trail	\$ 1,971	\$ 3,645	\$ 3,112	\$ 6,659
14+43	16+19	176	50434314250000010	Warden House Condominium 200 N Ocean Blvd, Palm Beach, FL	\$ 58,529	\$ 82,377	\$ 66,714	\$ 70,610
16+19	16+69	50		Aligns with Seminole Avenue				
16+69	17+84	115	50434314100020012	Meister, Robert 101 Seminole Ave, Palm Beach, FL	\$ 28,883	\$ 41,918	\$ 31,430	\$ 35,567
17+84	19+03	119	50434314100020011	Daniels, Leslie B 100 Everglade Ave, Palm Beach, FL	\$ 108,774	\$ 61,601	\$ 41,413	\$ 36,950
19+03	19+53	50		Aligns with Everglade Ave				
19+53	20+09	56	50434314260000020	220 North Ocean Partners 220 N Ocean Blvd, Palm Beach, FL	\$ 4,122	\$ 20,412	\$ 13,272	\$ 16,784
20+09	20+35	26	50434314260000040	Goldblum, Norman P & Goldblum, Simone S 109 Everglade Ave, Palm Beach, FL	\$ -	\$ 9,477	\$ 6,452	\$ 13,581
20+35	20+60	25	50434314260000061	Deziel, Louis B 117 Everglade Ave, Palm Beach, FL	\$ 4,122	\$ 9,113	\$ 6,463	\$ 13,425
20+60	20+87	27	50434314260000050	Ward, Charles & Ward, Donna 120 Atlantic Ave, Palm Beach, FL	\$ -	\$ 9,842	\$ 6,458	\$ 13,495
20+87	21+13	26	50434314260000030	Schuster, Heidi & Schuster, Scott 110 Atlantic Ave, Palm Beach, FL	\$ 3,887	\$ 9,477	\$ 6,730	\$ 13,538
21+13	21+70	57	50434314260000010	Goldfarb, Judith 230 N Ocean, Palm Beach, FL	\$ 18,944	\$ 20,777	\$ 13,145	\$ 18,074
21+70	2200	30	No PCN	Atlantic Ave (Town)	\$ 37,599	\$ 21,870	\$ 14,259	\$ 18,302
22+00	23+01	101	50434314090000190	Cloutier, George A 240 N Ocean Blvd, Palm Beach, FL	\$ 97,662	\$ 36,815	\$ 22,974	\$ 19,480
23+01	25+04	203	50434314070000740	Kinzelberg, Harvey 260 N Ocean Blvd, Palm Beach, FL Portion of Wall in R/W, See Note 6 (Town)	\$ 38,423	\$ 18,498	\$ 47,183	\$ 73,280
25+04	25+54	50	No PCN	Dunbar Rd (Town)	\$ 31,347	\$ 36,450	\$ 26,116	\$ 31,394
25+53	26+85	132	50434314070000371	Rubinoff, Michael S 101 Dunbar Rd, Palm Beach, FL	\$ 77,848	\$ 48,114	\$ 36,133	\$ 34,359
26+85	28+14	131	50434314070000361	Weisfisch, Rami Yoram & Weisfisch, Pnina Apolonia 280 N Ocean Blvd, Palm Beach, FL	\$ -	\$ 47,750	\$ 38,205	\$ 45,181
28+14	29+50	133	50434314080000040	Bottoroff, Jean B 300 N Ocean Blvd, Palm Beach, FL	\$ 48,811	\$ 48,479	\$ 40,659	\$ 28,436
29+50	30+00	50	No PCN	Wells Rd (Town)	\$ 68,964	\$ 36,450	\$ 33,000	\$ 21,065
10+00	30+00	2000	No PCN	N. Ocean Blvd. R/W (Town)	\$ -	\$ -	\$ 377,829	\$ 192,059
10+00	30+00	2000	No PCN	Town Share for Roadway Protection	\$ 544,778	\$ 626,120	\$ 503,398	\$ 597,590
Total Length		2,000			Project Total	\$ 1,458,000	\$ 1,458,000	\$ 1,458,000
					Private Funded Total	\$ 544,778	\$ 626,120	\$ 503,398
					Town Funded Total	\$ 913,223	\$ 831,880	\$ 954,602
							\$ 860,411	

Notes:

1. Parcel Stationing is approximate based on scaled aerials from Palm Beach County Property Appraiser web site.
2. Shoreline frontage for access parcels is based on platted dimensions from *Palm Beach Atlas*, Robert E. Owen & Associates, Inc., sheet No. 15. Actual shoreline frontage will be determined by boundary survey.
3. Areas based on property appraiser, plat and ECL survey provided by the Town of Palm Beach. Areas may require adjustment based on field survey of actual parcel corners.
4. See aerial graphic (Exhibit A) for limits of Ocean Blvd. and individual parcels used for area calculations.
5. Everglades Avenue and Seminole Avenue areas west of Ocean Blvd. are included in N Ocean Blvd. R/W area for Option 4.
6. According to a survey provided to the Town by the property owner, the bulkhead cap exists within the right of way for approximately 75% of the parcel frontage. The costs associated with the various options are estimates and are subject to change based on field survey information that is performed during the repair design phase.
7. For the options that provide a 50/50 split of landowner costs, the town would still fund 100% of costs related to work performed on public property.

TOWN OF PALM BEACH

Information for Town Council Meeting on: February 11, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Thomas G. Bradford, Deputy Town Manager

Re: Authorization for Staff to Proceed with the Assessment Process for the Wells/Sunrise Seawall Rehabilitation Project

Date: January 31, 2014

STAFF RECOMMENDATION

Staff recommends that the Town Council authorize staff to proceed with the steps required by F.S. 197.3632 to form an assessment area to recoup capital improvement expenditures incurred by the Town in association with the Wells/Sunrise Seawall Rehabilitation Project that is anticipated to be substantially completed in 2014.

GENERAL INFORMATION

Town staff recommends formation of an assessment area to recoup anticipated Town expenditures within the proposed Wells/Sunrise Seawall Rehabilitation Project Area. If approved, staff will proceed with a design and construction observation engineering contract and thereafter construction procurement documents that will result in a Town Council awarded a construction contract, if approved. We anticipate being ready to proceed with the Initial Assessment Resolution at the July 2014 Town Council meeting. If Town Council agrees, it is now time to proceed with all of the legal formalities to form an assessment district for repayment of the project costs via special non-ad valorem assessments.

For now, all that is required is for the Town Council to give its approval to proceed with the first step, which is to publish notice of intent to use the uniform method of assessments for four (4) consecutive weeks. To meet the statutory requirements two notices have already been published. A public hearing will be held at a Special Town Council meeting to be held on February 28, 2014 to adopt a resolution electing to use the uniform method of assessments to recoup the Town's costs to complete the requested project. This is the preferred billing and collection process as it requires no additional Town staff to bill and collect for annual assessments. The uniform method of assessment entails placing the annual cost of the assessment on a benefitting property owner's tax bill mailed to them on or about November 1 of each year, which virtually guarantees a 100% collection rate. If the Town Council decides later in the process that you do not wish to proceed with the assessments for any reason the process is stopped and no assessment appears on tax bills of benefitting property owners. Per state statute the Town

anticipates receiving approval of the Property Appraiser and Tax Collector prior to March 1, 2014 to proceed with the special non-ad valorem process for this project.

The assessment will include all project costs, including, but not limited to, design services, engineering, project management, publication of notices, construction, interest and any and all other professional services associated with the job such as for surveying. The term of the debt is anticipated to be five to ten years, similar to the Town's approved internal long term financing plan except that the source of funds will be from that portion of the 2013 Bond issue proceeds dedicated to coastal armoring renewal and/or replacement of approximately \$9 million.

If the Town Council approves this first step, the tentative process to bring this matter to fruition hereafter will be essentially as follows:

- Notice appears in the *Palm Beach Daily News* for four (4) consecutive weeks on January 31, February 7, February 14 and February 21.
- February 28, 2014 – Special Town Council meeting to conduct a Public Hearing with adoption of a resolution of intent to use non-ad valorem assessments to bill and collect for the Wells/Sunrise Seawall Rehabilitation Project costs incurred within the Wells/Sunrise Seawall Rehabilitation Project Assessment Area.
- July 8, 2014 - Adoption of initial assessment resolution. Project costs should be known at this time.
- August 15, 2014 (on or about) – Mail notice to each affected property owner within proposed boundaries of the assessment area advising of same along with date, time and place of adoption of the final assessment resolution.
- September 9, 2014 – Adoption of final assessment resolution.

FUNDING/FISCAL IMPACT

All costs incurred by the Town will be internally financed for this assessment project using 2013 Bond proceeds as the source of funds. All costs incurred by the Town relative to non-town property will be passed on to the property owners benefitting from the improvements constructed in the project by the use of special non-ad valorem assessments pursuant to F.S. 197. 3632.

cc: H. Paul Brazil, Director of Public Works
William Francis, Town Engineer
Jane Struder, Director of Finance
Cheryl Somers, Assistant Director of Finance
Amy Wood, Accounting Supervisor
John C. Randolph, Town Attorney
Heather Encinosa, Esq.

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TOWN OF PALM BEACH

MAY 29 2014

Town Manager's Office

May 28, 2014

Mayor Gail Coniglio and Town Council Members
Town of Palm Beach
P.O. Box 2029
Palm Beach, Florida 33480

Dear Mrs. Coniglio and Council Members:

On May 14, 2014, the Town Council voted to charge the homeowners from Wells Rd. to Sunrise Ave. for seawall maintenance and repair project to protect N. Ocean Blvd. The cost has been estimated at \$1.458MM, and the vote would cost the homeowners executing this petition (who own 720 feet of the seawall or 36% of the total footage to be repaired) up to \$1934 per foot for their repairs, while the estimated cost to build a new seawall is \$2000 per foot (nearly the same cost). Thus, we strongly suggest that the Town Council consider our alternative proposal which would allow our group, and perhaps other residents along this stretch of North Ocean Blvd., to build a new seawall(s) at the end of the toe of our current seawall(s), approximately 10-12 feet east of the current bulkhead wall cap. This would offer the road double protection from the sea and enhance our properties. The current wall, between Everglade Avenue and Wells Road, was built in 1931, had a major repair in 1980 (Town resolution #11-80, 5/13/80), and has been deemed "stable" by the town's consultants at the January 2014 Town Council Meeting.

We have discussed the feasibility of building such a new wall and the permitting process with Paul Brazil of Public Works, and we would work with him on this endeavor, yet our commitment to build such a new wall(s) would be subject to the final bid prices for construction of such a new wall(s). There are a number of similar newer seawalls built well east of Ocean Blvd. throughout Palm Beach, thus this would not set a new precedent.

This proposal in no way would impact the Town's Beach Nourishment project. We have been advised that the permitting process will take some time. Thus, when such permits are obtained, we would construct the new wall(s) which would probably be after the beach nourishment had been completed, and at our expense.

However, should the Town Council not want to consider our building a new wall(s), per above, and feels that the entire wall maintenance is currently an emergency, and thus must be done prior to the nourishment project, then we strongly feel that such should be billed to the homeowners based upon "Paul Brazil's Option 2A: 50/50 public/private split of linear distribution of total cost." This would be consistent with the assessments charged in 1980 for similar repairs to this wall (Town resolution #11-80, 5/13/80), and Town ordinance section 106-82 and 106-83.

Very truly yours,



HARVEY KINZELBERG

GEORGE CLOUTIER

approved-5/29/14

LESLIE B. DANIELS

approved-5/29/14

MICHAEL S RUBINOFF

approved-5/29/14

ROBERT MEISTER

260 NORTH OCEAN BLVD

240 NORTH OCEAN BLVD

100 EVERGLADE AVE.

101 DUNBAR RD.

101 SEMINOLE AVE.

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Regular Agenda - New Business

Agenda Title

Off-Island Town-Owned Real Estate Matters.

a. Inventory and Planning Update.

b. RESOLUTION NO. 88-2014 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Lease Agreement Between the Town And RG Towers, LLC for Use of a Portion of Town Property for a Wireless Communications Tower 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 June 2, 2014, from Jay Boodheshwar, Director of Recreation and Special Projects](#)
- [Memorandum Dated June 2, 2014, from Jay Boodheshwar, Director of Recreation and Special Projects](#)
- [Resolution No. 88-2014](#)
- [Exhibit A - Agreement with RG Towers, LLC.](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 10, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Jay Boodheshwar, Director of Recreation and Special Projects

Re: Inventory of Off-Island Town-Owned Real Estate

Date: June 2, 2014

STAFF RECOMMENDATION

Staff recommends Town Council review the information provided in this report regarding the current status of the Town's inventory of off-island real estate.

GENERAL INFORMATION

At the January 14, 2014, Town Council meeting, Council rejected a proposal from Parkland Management Company to lease 627 N. Dixie for redevelopment into a retail complex. The proposal review committee did not feel the redevelopment plan was the most advantageous long-term use of the property. Instead, staff was directed to complete an inventory of all off-Island Town owned real estate and develop a long-term usage plan for said properties. This task is being addressed in two phases. The first phase was the inventory of the fourteen (14) parcels in question, which are included below.

Address or Location Description	Description/ Current Use	Acres	Structure Sq. Ft.	Zoning
5976 Okeechobee Blvd.	Yard Trash Disposal Site (south parcel) and FOP leased area with meeting lodge and parking lot	9.6174	5,000	RH - Multi-Family (High Density) (00-UNINCORPORATED)
5976 Okeechobee Blvd.	SW corner of south parcel @ Yard Trash Disposal Site	0.0826	N/A	RH - Multi-Family (High Density) (00-UNINCORPORATED)
5976 Okeechobee Blvd.	Yard Trash Disposal Site, north parcel	18.8000	N/A	RH - Multi-Family (High Density) (00-UNINCORPORATED)
1300 Skees Road	Yard Trash Disposal Site with storage building, approximately 1/4 mile north of Belvedere Road.	29.5891	880	AR - Agricultural Residential (00-UNINCORPORATED)

701 N Dixie Hwy, WPB	Former Gulf service station and yard used for Public Works storage.	0.6461	1,827	ICD-5 - Industrial Chic - 5 (74-WEST PALM BEACH)
627 N Dixie Hwy, WPB	Old Purchasing facility, now records retention and storage for various departments @ NW corner of North Dixie and Quadrille Ave	0.4689	6,837	ICD-5 - Industrial Chic - 5 (74-WEST PALM BEACH)
N Quadrille Blvd, WPB	Triangular shaped parcel due west of 627 N Dixie Hwy running to FEC Railroad ROW	2.7995	N/A	ICD-5 - Industrial Chic - 5 (74-WEST PALM BEACH)
320 6th St, WPB	Western most of three (3) vacant parcels; adjacent to Florida Crystals property.	0.1716	N/A	LD-5 - Loftin District - 5 (74-WEST PALM BEACH)
312 6th St, WPB	Middle parcel of three (3) adjacent vacant parcels; east of Florida Crystals property and N Dixie Hwy.	0.2244	N/A	LD-5 - Loftin District - 5 (74-WEST PALM BEACH)
300 6th St, WPB	Eastern most parcel of three (3) adjacent vacant parcels; east of Florida Crystals property and N Dixie Hwy. This parcel abuts North Olive Ave.	0.3960	N/A	LD-5 - Loftin District - 5 (74-WEST PALM BEACH)
901 Okeechobee Rd, WPB	DPW Parking Lot in WPB	1.2948	N/A	I - Industrial (74-WEST PALM BEACH)
951 Okeechobee Rd, WPB	Offices and facilities for DPW, Vehicle Maintenance, Purchasing and Town Nurse	1.1019	37,126	I - Industrial (74-WEST PALM BEACH)
Charlotte Ave, WPB	Parking and outdoor storage due west of DPW parking lot	0.5085	N/A	I - Industrial (74-WEST PALM BEACH)
Charlotte Ave, WPB	Laydown yard south of DPW Facility located at SE corner of intersection of Charlotte Ave and Frederick St, WPB	0.2152	N/A	I - Industrial (74-WEST PALM BEACH)

In the coming months, staff will complete the second phase by preparing long-term recommendations for each of the parcels listed above. Recommendations are expected to range from continued municipal use to disposition.

Property at 627 N. Dixie Highway

The City of West Palm Beach has recently expressed interest in the development of the property at 627 N. Dixie Highway, as they deem this corner as one of the northern gateways into the downtown area. They are aware that we are in the process of developing a long-term plan for our off-Island properties, including this one. However, they have informed us that there are potential developers who may be interested in submitting a proposal in the near future. In addition, the City has expressed a willingness to provide funding for exterior improvements to facilitate active use and improvements to this property. Town staff will continue to communicate with City staff regarding this matter.

Lease Agreement with FOP Lodge #19

At the previous request of the FOP and approval of the Town Council, staff is in the process of finalizing a proposed new lease agreement with the FOP for a portion of the property located at 5976 Okeechobee Blvd. As described above, this property is the current location of the FOP Lodge but also serves other purposes including yard trash disposal. The FOP has expressed a desire to make improvements to the currently leased area and structure. Prior to moving forward with the improvements, they are seeking an accelerated renewal/extension of the agreement, which otherwise would have expired in 2019.

In lieu of simply extending the existing agreement, the Town Attorney and staff are taking this opportunity to update outdated language, while ensuring the Town's interests are protected with a new agreement that meets today's legal form and sufficiency. Once the terms of this agreement are mutually agreed upon by the FOP and Town staff, we will present it to Town Council for consideration at a future meeting.

cc: Thomas G. Bradford, Deputy Town Manager
Department Directors

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 10, 2014

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Jay Boodheshwar, Director of Recreation and Special Projects

Re: Wireless Communication Tower Agreement with RG Towers, LLC.
Resolution No. 88-2014

Date: June 2, 2014

STAFF RECOMMENDATION

Staff recommends Town Council adopt Resolution No. 88-2014, authorizing the Town Manager to execute an Agreement with GG Towers, LLC for the use of Town property for a wireless communications tower.

GENERAL INFORMATION

Earlier this year, the Town was contacted by RG Towers, LLC regarding the use of a portion of Town-owned property, located at 5976 Okeechobee Blvd., for the construction of a wireless communications tower. This property is comprised of three (3) parcels, totaling 28.5 acres and is located just east of the Florida Turnpike on the south side of Okeechobee Blvd. It is currently being used for yard trash disposal and is also the location of the FOP lodge.

The specific area of interest is just north of the FOP lodge fence line on the west side of the access road, and includes an area approximately 50 feet by 50 feet. (See map below.)



This area will be fenced and will include a communications tower approximately 150 feet tall. The tower will be white and in the form of a large flag pole. (See photo example below.) RG Towers will be responsible for lighting and replacing the flag as necessary.



FUNDING/FISCAL IMPACT

RG Towers initially offered to pay \$1,250 per month for the lease area, but eventually increased its offer to \$1,500 per month after the Town's counter offer. The lease amount will increase by 3% annually. An additional \$100 per month will be paid for each additional tenant who collocates on the tower after the first tenant (up to 5 tenants).

To ensure fair market value for the lease area, staff requested and RG Towers provided two current agreements for comparison. The agreement with Ababab Co, Inc, (located in Jupiter Farms), is for \$1,250 per month and the agreement with Cornerstone Fellowship of WPB, (located in Loxahatchee) is for \$1,000 per month. The \$1,500 per month offer to the Town exceeds both of these.

TOWN ATTORNEY REVIEW

The attached Agreement was reviewed by the Town Attorney and approved for legal for and sufficiency. The accompanying resolution is a standard resolution in a form previously approved by the Town Attorney for legal form and sufficiency.

Attachment

cc: John C. Randolph, Town Attorney
Thomas G. Bradford, Deputy Town Manager
H. Paul Brazil, Director of Public Works

RESOLUTION NO. 88-2014

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A LEASE AGREEMENT BETWEEN THE TOWN AND RG TOWERS, LLC FOR USE OF A PORTION OF TOWN PROPERTY FOR A WIRELESS COMMUNICATIONS TOWER 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: The Agreement between the Town of Palm Beach and RG Towers, LLC for use of a portion of Town property, located at 5976 Okeechobee Blvd., to construct, support, and operate a wireless communications tower, attached hereto as Exhibit “A” and incorporated by reference as 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 10th day of June, 2014.

Gail L. Coniglio, Mayor

Robert N. Wildrick, Town Council President

William J. Diamond, Town Council President Pro Tem

Richard M. Kleid, Town Council Member

ATTEST:

Michael J. Pucillo, Town Council Member

Susan Owens, MMC, Town Clerk

Penelope D. Townsend, Town Council Member

RG TOWERS, LLC WIRELESS COMMUNICATION FACILITY LEASE

This WIRELESS COMMUNICATION FACILITY LEASE (hereinafter “**Agreement**” or “**Lease,**”) is made the last day executed below by and between Town of Palm Beach, Federal Tax Id Number 59-6000402, (hereinafter “**Lessor**”) and **RG Towers, LLC** a Delaware Limited Liability Company, having an office at 2141 Alternate A1A South Suite 440 Jupiter, Florida 33477, Federal Tax ID Number 32-0365583, (hereinafter “**Lessee**”).

1. Site, Use, Premises: Lessor shall lease to Lessee approximately 2500 square feet of space as depicted in Exhibit A attached hereto (the “**Leased Space**” or “**Site**”) within the property commonly known as 5976 Okeechobee Blvd, parcel id 00-42-43-26-00-000-1300 with the legal description set forth in Exhibit B attached hereto (the “**Premises**”) together with a non-exclusive easement for reasonable access thereto for ingress and egress to the Site and for appropriate, , access to electric and telephone facilities. Lessee will use the Site in a manner which will not unreasonably disturb the occupancy of Lessor or its tenants and invitees. The parties shall mutually agree to the exact location and configuration of the Leased Space, which shall subsequently be depicted in a survey (“**Survey**”), such surveyed location must meet zoning and other legal requirements. The Survey will automatically replace Exhibit A and be made a part hereof. In the event of any discrepancy between the description of the Leased Space contained herein and the Survey, the Survey will control. The Leased Space will be utilized to construct, support and operate a wireless communications facility, including a communication tower, antennas, cables, and related structures and improvements (the “**Structures**”), including the uses as permitted and described in Section 10 of this Lease and for purposes which are ancillary and appurtenant thereto with the Lessor’s prior written consent which shall not be unreasonably withheld or delayed.

2. Effective Date/Due Diligence Period. This Agreement shall be effective on the date of full execution hereof (“**Effective Date**”). Beginning on the Effective Date and continuing until the Term Commencement Date as defined in Paragraph 3 below (“**Due Diligence Period**”), Lessee shall only be permitted to enter the Land for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, “**Investigations and Tests**”) that Lessee may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Premises. In the event that Lessee determines, during the Due Diligence Period, that the Premises are not appropriate for Lessee’s intended use, or if for any other reason, or no reason, Lessee decides not to commence its tenancy of the Premises, then Lessee shall have the right to terminate this Agreement without penalty upon written notice to Lessor at any time during the Due Diligence Period and prior to the Term Commencement Date. Lessor and Lessee expressly acknowledge and agree that Lessee’s access to the Land during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Lessee shall not be considered an Owner or operator of any portion of the Land, and shall have no ownership or control of any portion of the Land (except as expressly provided in this Paragraph 2), prior to the Term Commencement Date.

3. Term. The term of Lessee's tenancy hereunder shall commence 30 days following the issuance of a building permit or eighteen (18) months following the Effective Date, whichever first occurs ("**Term Commencement Date**") and shall terminate on the tenth anniversary of the Term Commencement Date ("**Term**") unless otherwise terminated as provided herein. Lessee shall have the right to extend the Term for two (2) successive five (5) year periods ("**Renewal Terms**") on the same terms and conditions as set forth herein. This Agreement shall automatically be extended for each successive Renewal Term unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term or the Lessor notifies the Lessee of its intention not to renew after the First Renewal Term.

4. Rent. Within fifteen (15) business days following the Term Commencement Date and on the first day of each month thereafter, Lessee shall pay to Lessor as **RENT** One Thousand, five dollars (\$1500.00) per month. The rent will be increased by one hundred and 00/100 dollars (\$100.00) per month for each additional tenant who collocates on the tower after the first tenant. Rent will be decreased by one hundred and 00/100 (\$100.00) per month if any additional tenant vacates the tower. Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. The Rent payable hereunder shall be increased by Three Percent (3%) commencing with the first anniversary of the Term Commencement Date and thereafter on each and every anniversary of the Term Commencement Date during the initial Term and Each Renewal Term. Rent shall be payable to Town of Palm Beach Attention: Finance Department. All of Lessee's monetary obligations set forth in this Agreement are conditioned upon Lessee's receipt of an accurate and executed W-9 Form from Lessor.

5. Title and Quiet Possession. Lessor represents and covenants that Lessor owns the Leased Space in fee simple terms, free and clear of all liens, encumbrances and restrictions of every kind and nature, except for those as set forth below:

<u>Name of Lien holder</u>	<u>Type of Lien</u>
----------------------------	---------------------

Lessor represents and warrants that there are no matters affecting title that would prohibit, restrict or impair the leasing of the Leased Space or use or occupancy thereof in accordance with the terms and conditions of the Lease. Lessor represents and warrants to Lessee that Lessor has the full right to make this Lease and that Lessee will have quiet and peaceful possession of the Leased Space throughout the term.

6. Subordination, Non-disturbance and Attornment & Memorandum of Lease

(a) Lessee agrees that this Lease will be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Leased Space and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that, the holder of any such instrument agrees in writing that Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease and Lessee's obligation to perform the duties and obligations will not be in any way increased or its rights diminished by the provisions of this paragraph. Lessee agrees to attorn to the mortgagee, trustee, or beneficiary under any such mortgage or deed of trust, and to the purchaser in a sale pursuant to the foreclosure thereof; provided that, Lessee's possession of the Leased Space will not be disturbed so long as Lessee will continue to perform its duties and obligations under this Lease.

(b) Lessee may from time to time grant to certain lenders selected by Lessee and its affiliates (the **“Lenders”**) a lien on and security interest in all assets and personal property of Lessee located on the Leased Space, including, but not limited to, all accounts receivable, inventory, goods, machinery and equipment owned by Lessee (the **“Personal Property”**) as collateral security for the repayment of any indebtedness to the Lenders. The Lenders may, in connection with any foreclosure or other similar action relating to the Personal Property, enter upon the Leased Space (or permit their representatives to do so on their behalf) in order to implement a foreclosure or other action without liability to Lessor provided, however, that (i) rent is paid to Lessor during occupancy by or on behalf of the Lenders for any purpose, (ii) the Lenders pay for any damages caused by the Lenders or their representatives in removing the Personal Property from the Leased Space, and (iii) the Lenders otherwise comply with the terms of this Agreement. Lessor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Lessor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lenders, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Lessor’s assets. To the extent required by the terms of this Agreement, Lessor consents to any grant by Lessee to any Lenders of a lien on Lessee’s leasehold interest in this Agreement. In the event Lessor gives Lessee any notice of default or termination of this Agreement (or commences any legal process relating thereto), Lessor will endeavor to simultaneously give a duplicate copy thereof to the Lenders but shall incur no liability due to Lessor’s failure to give such notice and the failure to give such notice shall not limit Lessor’s ability to exercise any remedies available to Lessor under this Agreement. Lessor agrees to accept performance on the part of any of the Lenders or their agents or representatives as though performed by Lessee to cure any default or condition for termination. The terms of this paragraph may not be modified, amended or terminated except in writing signed by the Lenders.

(c) Lessor agrees to execute any subordination, attornment and non-disturbance agreement (Exhibit D) within five (5) business days of receipt of such document.

(d) Lessor agrees to execute a memorandum of lease (Exhibit C) within five (5) business days of receipt of such document.

7. Governmental Approvals and Compliance. From and after the Effective Date, Lessee will comply with all applicable laws affecting Lessee’s use or occupancy of the Leased Space, the breach of which might result in any penalty on Lessor or forfeiture of Lessor’s title to the Leased Space. Lessee will not commit, or suffer to be committed, any waste on the Leased Space, or any nuisance. Lessee will obtain any necessary governmental licenses, permits, zoning approvals or authorizations required for the construction and use of Lessee’s intended communications tower (the **“Tower”**) and other structures on the Leased Space and will furnish copies of same to Lessor as same are issued.

8. Assignment, Subletting Lessee may assign this Agreement without the consent of Lessor, which assignment shall be evidenced by written notice thereof to Lessor within 10 calendar days thereafter. Upon assignment, Lessee shall be relieved of all future performance, liabilities, and obligations under this Agreement, provided that the assignee assumes all of

Lessee's obligations herein. Lessee may also sublet or license the Premises or any portion thereof without Lessor's consent and without notice to Lessor. Lessor may assign this Agreement, which assignment may be evidenced by written notice to Lessee within 10 calendar days, provided that the assignee assumes all of Lessor's obligations herein. This Agreement shall run with the Land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assigns.

9. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement will be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and will be deemed to have been effective upon delivery if served personally, including but not limited to delivery by messenger, overnight courier service or by overnight express mail, or 3 days after posting, if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Lessor:

Town of Palm Beach
PO Box 2029
Palm Beach FL 33480 2029
Phone # 561-838-5410
Fax # 561-838-5411

With copy to:

To Lessee:

RG Towers, LLC
Attn.: Scott Richards
2141 Alternate A1A South
Suite 440
Jupiter, FL 33477
Phone#: 561-748-0302
Fax # -561-748-0303

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by the party as above provided.

10. Lessee Improvements. Lessee has the right, at its sole expense, to make the improvements on the Leased Space as it may deem necessary, including any improvements necessary for the construction and operation of the Tower and the other Structures. Lessee will be responsible for the cost of any site preparation work necessary to prepare the Leased Space to support the Structures. All Lessee's improvements, including but not limited to the Tower, prefabricated buildings, generators, fencing, and any other Structures will remain the property of Lessee. The Tower and Structures may be used for the transmission, reception and relay of communication signals, including, without limitation, radio frequency signals. Upon termination of this Lease, Lessee will, to the extent reasonable, restore the Leased Space to its original condition at the commencement of this Lease, except for ordinary wear and tear and damages by

the elements or damages over which Lessee had no control. , Lessee shall remove and properly discard all portions of the Tower, Structures and Personal Property located above-ground or within the first twelve (12) inches below the surface of the ground. Lessee and Lessor agree that it would not be reasonable to require Lessee to remove any improvements contemplated hereunder which are permanent in nature to the extent the same are located twelve inches below the surface of the ground, or deeper, including but not limited to, foundations, footings, concrete, paving, gravel, vegetation and utilities.

11. Operating Expense. Lessee will pay for all water, gas, heat, light, power, telephone service, and other public utilities furnished to the Leased Space and used by Lessee throughout the term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the Leased Space and all activities conducted thereon.

12. Taxes. Lessee will pay any personal property taxes assessed on, or any portion of the taxes attributable to the Structures. Lessee will pay when due all real property taxes levied against Lessee's improvements, including the tower structure and buildings, and all other fees and assessments attributable to the Leased Space within 30 days after receipt of Notice from Lessor. Lessor shall pay the real property taxes on its real property when due. However, Lessee will pay, as additional Rent, any increase in real property taxes levied against the Leased Space which is directly attributable to Lessee's use of the Leased Space, and Lessor agrees to furnish proof of the increase to Lessee.

13. Maintenance. Lessee will use best efforts to maintain the Leased Space in good condition and state of repair. Except insofar as Lessee is made responsible by this Lease, Lessor will maintain the premises surrounding the Leased Space in good condition and state of repair.

14. Hold Harmless. Lessor will be held harmless by Lessee from any liability (including reimbursement of reasonable attorneys' fees and all costs) for damages to any person or any property in or upon the Leased Space, or for damages to any person or property resulting from the actions of Lessee (including damages caused by or resulting from the existence of the Structures) on the Leased Space, unless the damages are caused by, or are the result of, the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees or licensees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored or maintained in or upon the Leased Space by Lessee will be so installed, kept, stored or maintained at the risk of Lessee. Lessor will not be responsible for any loss or damage to equipment owned by Lessee which might result from tornadoes, lightning, wind storms, or other Acts of God; provided, however, Lessor will be responsible for, and agrees to hold Lessee harmless from any liability (including reimbursement of reasonable legal fees and all costs), for damages to any person or any property in or upon the Leased Space arising out of the misconduct or negligence of Lessor or any of Lessor's agents, servants, employees or licensees, subject, however, to the provisions and limitations of Florida Statute §768.28. Neither Lessor nor Lessee will in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of the damages, and each party, and anyone claiming by or through them, expressly waives all claims for the damages.

15. Termination Rights.

(a) Lessee may terminate this Lease, at its option, after giving Lessor not less than thirty (30) days prior written notice, if: (i) any governmental agency denies a request by Lessee for a permit, license or approval which is required for Lessee to construct or operate the Structures on the Leased Space or any such permit is revoked; (ii) Lessee determines that technical problems or radio interference problems from other antennas or from nearby radio transmitting facilities, which problems cannot reasonably be corrected, impair or restrict Lessee from using the Leased Space for Lessee's intended purpose; (iii) Lessee determines that it does not have adequate and legally enforceable means of ingress and egress to and from the Leased Space; (iv) Lessor does not have legal or sufficient ownership of or title to the Leased Space or Premises or the authority to enter into this Lease; (v) utilities necessary for Lessee's contemplated use of the Leased Space are not available; (vi) the Leased Space is damaged or destroyed to an extent which prohibits or materially interferes with Lessee's use of the Leased Space or Lessee's equipment and attachments thereto; (vii) the Premises now or hereafter contains Hazardous Material; (viii) Lessee is unable to obtain a Subordination, Non-disturbance and Attornment Agreement; (ix) a material default by Lessor occurs; (x) Lessor fails to perform any of the material covenants or provisions of this Agreement or if any representation or warranty contained herein is found to be untrue; or (xi) if Lessee determines, in its sole discretion, that the site is not economically suitable. Upon termination of this Lease, Lessee's subsequent restoration of the Leased Space to its original condition as provided in this Lease, and Lessee's vacation of the Leased Space, Lessee shall be relieved of all further liability hereunder.

(b) Lessor may only terminate this Lease, at its option, in the event of a material default by Lessee or Lessee's failure to pay rent when due, which default or failure is not cured within sixty (60) days after Lessee's receipt of written notice of such default or failure.

(c) In the event that this Agreement is terminated as set forth in the foregoing subparagraphs, the terminating party may pursue all remedies available at law and in equity.

16. Exclusivity. Lessor will not enter into a lease or license agreement during the Term hereof with another party, which agreement permits on the Premises or any adjacent parcel of land owned, leased or managed by Lessor, the develop of a wireless communications facility..

17. Binding on Successors. The covenants and conditions contained herein will apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto. Further, this Lease will run with the land and all subsequent purchasers will be subject to the terms and conditions specified herein.

18. Access to Leased Space/Premises. Lessee shall have at all times during the Term the right of access to and from the Leased Space and all utility installations servicing the Leased Space on a 24 hours per day 7 days per week basis, on foot or by motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under and along the right-of-way extending from the nearest accessible public right-of-way.

19. Governing Law. The parties intend that this Lease and the relationship of the parties will be governed by the laws of the State of Florida in which the Leased Space is located.

20. Disputes. In the event of any dispute arising out of this Agreement, the parties hereby agree that, prior to the institution of any legal proceedings in any court, that such dispute be first submitted to non-binding mediation in Palm Beach County where Leased Space is located, utilizing the services of a Florida Supreme Court Certified Circuit Civil Mediator of the parties mutual selection and at their shared expense as to the reasonable fees of any mediator. The initial mediation conference in such event shall occur within 30 days of the date in which a party notifies another party of his/her/its desire to mediate any matter or issue. The parties agree to participate in such mediation in good faith; however, in the event that resolution of such dispute is not reached within 30 days of the initial mediation conference or the parties thereto do not otherwise agree to a continuance or and adjournment of such mediation proceedings, then any party to such dispute shall thereafter be free to seek appropriate legal or equitable remedies. In the event that legal proceedings are instituted to enforce or to interpret the terms of this Agreement, the parties hereby irrevocably waive their right to a trial by jury as to such issues. This jury trial waiver shall in all respects survive the termination of this Agreement. Nothing set forth in this paragraph shall prevent either party from seeking immediate injunctive relief in a court of competent jurisdiction. Venue in regard to any litigation shall be in the 15th Judicial Circuit, Palm Beach County, Florida.

21. Prevailing Party in Litigation Entitled to Attorneys Fees. Should any litigation be commenced between the parties to this Agreement concerning any provision of this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for such party's attorney's fees in such litigation which shall be determined by the court in such litigation.

22. Entire Agreement. All of the representations and obligations of the parties are contained herein, and no modification, waiver or amendment of this Lease or of any of its conditions or provisions will be binding upon a party unless in writing signed by that party or a duly authorized agent of that party empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Lease will not operate or be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Lease.

23. Hazardous Waste.

(a) The term "**Hazardous Material(s)**" will mean any substance, material, waste, gas or particulate matter which is regulated by the local governmental authority where the Leased Space is located, the State in which the Leased Space is located, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or restricted hazardous waste" under any provision of state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. '1251 et seq. (33 U.S.C. '1317), (vii) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recover Act, 42 U.S.C. '6901 et seq. (42 U.S.C. '6903), or (viii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act. 42 U.S.C. '9601 et Seq. (42) U.S.C. '9601). The term Environmental Laws will mean all statutes specifically described in the foregoing sentence and

all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning or in connection with Hazardous Materials.

(b) Lessor represents and warrants that, to the best of Lessor's knowledge, (i) the Leased Space has not been used for the use, manufacturing, storage, discharge, release or disposal of hazardous waste, (ii) neither the Leased Space nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Leased Space, and (iv) the Leased Space is free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner breached during the term of this Agreement (collectively, a "Breach"), and if the Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, Lessor will promptly take any and all remedial and removal action as required by law to clean up the Leased Space, mitigate exposure to liability arising from, and keep the Leased Space free of any lien imposed pursuant to, any Environmental Laws as a result of the Breach.

(c) In addition, subject to the provisions and limitations of Florida Statute 768.28, Lessor agrees to indemnify, defend and hold harmless Lessee, its officers, partners, successors and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, attorneys' fees, damages, liabilities, demands, interest, fines, penalties and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Lessee and its grantees as a result of (a) any Breach, or (b) any matter, condition or state of fact involving Environmental Laws of Hazardous Materials which existed on or arose during the term of this Lease and which failed to comply with (i) the Environmental Laws then in effect or (ii) any existing common law theory based on nuisance or strict liability. Lessor Liability is limited to any pollution caused by it or any of its' tenants (other than Lessee) upon the property, subject, however, to the provisions and limitations of Florida Statute §768.28, if applicable.

(d) Lessor represents and warrants to Lessee that Lessor has received no notice that the property or any part thereof is, and, to the best of its knowledge and belief, no part of the Property is located within an area that has been designated by the Federal Emergency Management Agency, the Army Corps of Engineers or any other governmental body as being subject to special hazards.

(e) The covenants of this Section will survive termination of this Lease and be enforceable and will continue in full force and effect for the benefit of Lessee and its subsequent transferees, successors and assigns, and will survive the term of this Lease and any renewal periods thereof.

24. Mechanic's and Landlord's Liens. Lessee will not cause any mechanic's or materialman's lien to be placed on the Leased Space, and Lessee agrees to indemnify, defend and hold harmless Lessor from any such lien from a party claiming by, through or under Lessee.

Additionally, Lessor disclaims and waives any now existing or hereafter arising Landlord's lien or other statutory or non-statutory lien or security interest in Lessee's and/or its sublessee's communication facilities, equipment, improvement, fixtures or other property.

25. Headings. The headings of sections and subsections are for convenient reference only and will not be deemed to limit, construe, affect, modify or alter the meaning of the sections or subsections.

26. Time of Essence. Time is of the essence of Lessor's and Lessee's obligations under this Lease.

27. Severability. If any section, subsection, term or provision of this Lease or the application thereof to any party or circumstance will, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of the Lease or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, will not be affected thereby and each remaining section, subsection, term or provision of this Lease will be valid or enforceable to the fullest extent permitted by law.

28. Real Estate Broker. Lessor represents and warrants that Lessor has not signed a listing agreement, dealt with or otherwise agreed to pay a broker's commission, finder's fee or other like compensation to anyone in connection with the lease of the Leased Space or the transaction contemplated by this Agreement and Lessor agrees to indemnify and hold Lessee harmless from and against any such claims or costs, including attorneys' fees, incurred as a result of the transaction contemplated by this Agreement.

29. Further Assurances. Each of the parties agree to do such further acts and things and to execute and deliver the additional agreements and instruments (including, without limitation, requests or applications relating to zoning or land use matters affecting the Tower or other Structures and estoppel certificates as described below) as the other may reasonably require to consummate, evidence or confirm this Agreement or any other agreement contained herein in the manner contemplated hereby. If Lessor fails to provide requested documentation within thirty (30) days of Lessee's request, or fails to provide any Non-Disturbance Agreement required in this Agreement, Lessee may withhold and accrue the monthly rental until such time as all such documentation is received by Lessee. Lessor agrees that it will from time to time, within ten (10) days after request by Lessee, execute and deliver an estoppel certificate or other similar statement, in a form that is reasonably acceptable to both Lessor and Lessee certifying that (i) this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified); (ii) stating the dates to which rent and other charges payable hereunder have been paid; (iii) stating that Lessee is not in default hereunder (or if Lessor alleges a default stating the nature of such alleged default); and (iv) acknowledging the rights of Lessee and Lessee's mortgagee, if any, and further stating such other matters as Lessee or Lessee's mortgagee, if any, shall reasonably require.

30. Right to Register or Record. Lessee may request that Lessor execute a Memorandum of Land Lease, Memorandum of Land Lease or Short Form of Lease for recording in the public records. Lessor agrees and authorizes Lessee to attach and/or insert a certified legal description of the Leased Space, once complete, to the Memorandum of Land Lease and record

same in the public records.

31. Interpretation. Each party to this Agreement and its counsel have reviewed and had the option to revise this Agreement. The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement or of any amendments or exhibits to this Agreement.

32. Date of Agreement. The parties acknowledge that certain obligations of Lessor and Lessee are to be performed within certain specified periods of time which are determined by reference to the date of execution of this Lease. The parties therefore agree that wherever the term "date of execution of this Lease," or words of similar import are used herein, they will mean the date upon which this Lease has been duly executed by Lessor and Lessee whichever is the later to so execute this Lease. The parties further agree to specify the date on which they execute this Lease beneath their respective signatures in the space provided and warrant and represent to the other that such a date is in fact the date on which each duly executed his name.

33. Insurance. Lessee shall at its sole expense, maintain in effect at all times during the term of this lease agreement insurance for any and all buildings and improvements now or hereafter upon and all personal property which the Lessee may bring or maintain upon the premise and in Lessee's care, custody and control, in order to comply with the terms of this lease agreement. A certificate of Insurance shall be provided to the Town's Risk Manager for approval prior to commencement and throughout the term of this agreement.

It shall be an affirmative obligation upon the Lessee 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.

A builder's risk policy shall be required if any improvements and betterments are made to the premise. The construction manager shall procure and maintain "all perils" Builder's Risk insurance including, but not limited to fire, flood, wind and other water damage. The Town of Palm Beach shall be named as a loss payee under this policy. Completed operations coverage shall be included under this policy with a minimum of 3 years.

General Liability and/or Owner, Landlord and Tenant policies shall be written with limits not less than \$1,000,000 Each Occurrence/\$2,000,000 Aggregate. The Certificate of Insurance shall indicate an "Occurrence Basis" only. "Claims made" policies will not be accepted. The Town of Palm Beach shall be endorsed as an additional insured under this policy.

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.

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

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

Town, by and through its Risk Management Office, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this agreement. Town reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

Premises Safety & Security

Lessee shall be fully responsible to ensure premise and equipment are safe and secure during the term of this lease agreement. Lessee shall exercise reasonable care and precautions at all times for the protection of person(s) and property on the premises provided under this lease agreement. Safety and Security provisions of all applicable laws and ordinances shall be strictly observed.

34. Right of First Refusal. At any time during the Initial Term or Renewal Term of this Lease, Lessor receives a bona fide written offer from a third party (the “Offer”) to sell, assign, convey, lease, or otherwise transfer or create any interest in the Leased Space and or Premises or any portion thereof which Lessor desires to accept, Lessor shall first give Lessee written notice, including a copy of the proposed contract of such Offer, prior to becoming obligated under such Offer. Such written notice shall give Lessee the right to transfer or create any like interest in the Leased Space for a prorata price based on the size that the Leased Space is to the portion of the Premises described in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor notice and copy of the proposed contract to accept the Offer or exercise Lessee's right to transfer or create any like interest in the Leased Space and exercise this right of first refusal by notifying Lessor in writing. If Lessee has not accepted the Offer or exercised its right to transfer or create any like interest in the Leased Space in writing to Lessor within such thirty (30) day period, the Offer will be deemed rejected as to the portion of the Offer applicable to the Leased Space. In addition to the above, Lessor shall not at any time during the Initial Term or Renewal Term of the Lease, grant any interest in any portion of the Leased Space to any third party without the prior written consent of Lessee. If, for any reason the sale to the third party does not close, Lessee's right of first refusal, as provided for in this Section shall remain applicable to any subsequent Offer(s).

Signature Page Follow

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement on the last day and year specified below.

LESSOR: Town of Palm Beach

LESSEE: RG Towers, LLC

By: Peter B. Elwell

By: Scott Richards

Title: Town Manager

Title: CEO

Date: _____

Date: _____

Witness: _____
(Sign & Print Name)

Witness: _____
(Sign & Print Name)

Witness: _____
(Sign & Print Name)

Witness: _____
(Sign & Print Name)

Notary Public:

I, _____, do
hereby certify that

_____ personally appeared before me
this day and acknowledged the due
execution of the foregoing
instrument.

Witness my hand and seal this
_____ day of
_____, 2014.

Notary Signature

Notary Public:

I, _____, do
hereby certify that

_____ personally appeared before me
this day and acknowledged the due
execution of the foregoing
instrument.

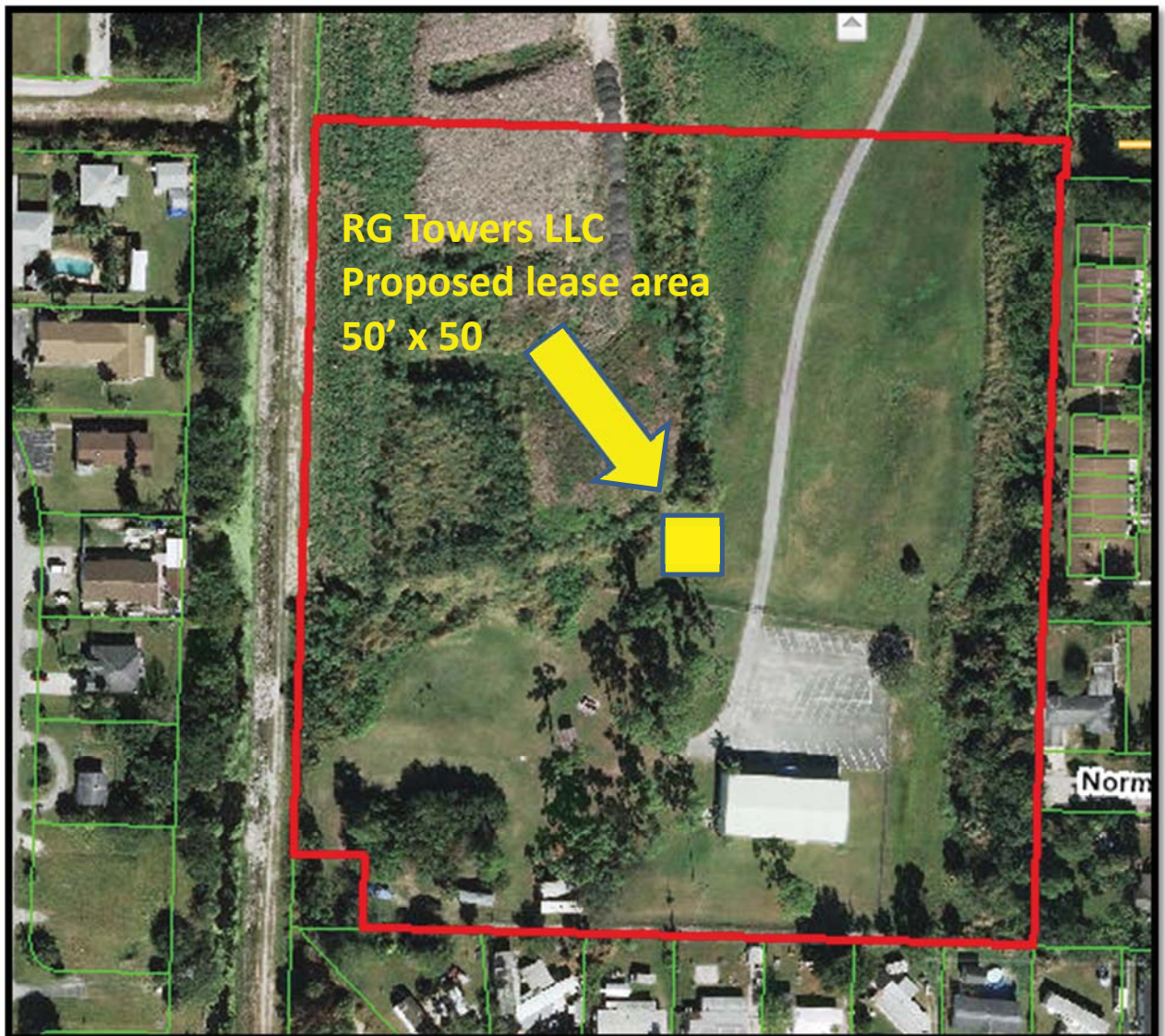
Witness my hand and seal this
_____ day of
_____, 2014.

Notary Signature

EXHIBIT A

(Current Sketch/Survey of the Leased Space within the Premises)

The Premises consist of those specific areas described/shown below or attached where Lessee's communications antennae, equipment and cables occupy Lessor's Real Property. The Premises and the associated utility connections and access, including easements, ingress, egress, dimensions, and locations as described/shown, are approximate only and may be adjusted or changed by Lessee at the time of construction to reasonably accommodate sound engineering criteria and the physical features of Lessor's Real Property.



(A final drawing or copy of a property survey or site plan depicting the above shall replace this Exhibit A when initialed by Lessor and Lessee)

EXHIBIT B

LEGAL DESCRIPTION

Legal Description of Parent Tract:

26-43-42, NW 1/4 OF SW 1/4 OF NE 1/4 (LESS S 60 FT OF W 60 FT K/A TELE
MEDIA LEASE PAR)

Legal Description of Lease Parcel and/or Non-Exclusive Access and Utility Easements:

To be furnished later

*(A final drawing or copy of a property survey or site plan depicting the above
shall replace this Exhibit B when initialed by Lessor and Lessee)*

EXHIBIT C

Prepared by and return to:
Scott Richards
RG Towers, LLC
2141 Alternate A1A South
Suite 440
Jupiter, Florida 33477

Site Name: **Okeechobee Blvd ____ Site I.D.**

Memorandum of Wireless Communication Facility Lease

This memorandum evidences that a lease was made and entered into by written "Wireless Communication Facility Lease" agreement dated _____, 2014, between Town of Palm Beach ("Lessor") and RG Towers, LLC, a Florida limited liability company ("Lessee").

Such Agreement provides in part that Lessor leases to Lessee a certain site ("Site") located within the City of West Palm Beach, County of Palm Beach State of Florida, within the property of Lessor which is described in Exhibit A attached hereto, with grant of easement for unrestricted rights of access thereto and to electric and telephone facilities for a term of ten (10) years, which term is subject to Two (2) additional five (5) year extension periods by **LESSEE**.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

"LESSEE"

RG Towers, LLC

By: _____

Name: _____

Title: CEO

Address: 2141 Alternate A1A South, Suite 440
Jupiter, Florida 3347

Witnesses as to Lessee:

"LESSOR"

Town of Palm Beach

By: _____

Name: _____

Title: _____

Address: _____

Witnesses as to Lessor:

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

LESSEE NOTARY BLOCK:

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, as CEO of RG Towers, LLC, a Florida limited liability company.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)

NOTARY PUBLIC—STATE OF _____

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

COMMISSION NUMBER: _____

LESSOR NOTARY BLOCK:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, _____ of _____, a _____, who executed the foregoing instrument on behalf of such corporation.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)

NOTARY PUBLIC—STATE OF _____

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

EXHIBIT A

Legal Description of Parent Tract:

26-43-42, NW 1/4 OF SW 1/4 OF NE 1/4 (LESS S 60 FT OF W 60 FT K/A TELE MEDIA LEASE PAR)

Legal Description of RG Towers, LLC Lease Parcel:

To be furnished later

Legal Description of Utility and/or non-exclusive access easements:

To be furnished later

EXHIBIT D

Prepared by :
RG Towers, LLC
2141 Alternate A1A South
Jupiter, FL 33477

Return to:
 RG Towers, LLC
 2141 Alternate A1A South
 Suite 440
 Jupiter, FL 33477

NON-DISTURBANCE AGREEMENT

THIS NON-DISTURBANCE AGREEMENT ("Agreement"), made and entered into as of _____ day of _____, 2014, by and among Town of Palm Beach, a _____, having an office at PO BOX 2029, PALM BEACH FL 33480 2029 (hereinafter called "Mortgagor/Landlord), and _____ having an office address of _____ (hereinafter called "Mortgagee") and RG Towers, LLC (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, Town of Palm Beach, as Mortgagor has made a secured loan by a mortgage and security agreement dated _____ which as recorded on _____ (Date), as Document Number _____ by the _____ (County), _____ (State) Recorder of Deeds (the "Loan") to or for the benefit of Mortgagee secured by a fee simple interest in certain real property more fully described on the legal description which is attached hereto, made a part hereof, and labeled **Exhibit "A"** and all improvements thereon and appurtenances thereto (the "Property"); and

WHEREAS, Mortgagor as Landlord and RG Towers, LLC, a limited liability company, as Tenant, entered into that certain Ground Lease (the "Lease") dated _____.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually covenant and agree as follows:

1. Non-Disturbance. So long as Tenant is not in default (after the expiration of all periods afforded to Tenant during which Tenant has the right to cure any default), in the payment of rent, additional rent or other sums or charges now or hereafter payable under the Lease, or in the performance of any of the terms, covenants or conditions of the Lease, Tenant shall not, by reason of foreclosure of the Mortgage, acceptance of a deed in lieu of foreclosure, or the exercise of any remedy provided in the Mortgage, be disturbed in Tenant's use, occupancy and quiet enjoyment of the Premises during the term

of the Lease or any extension thereof set forth in the Lease, and Tenant shall have the right to exercise all renewal terms set forth in the Lease in accordance with the terms of the Lease. Conditioned upon and subject to the foregoing, Mortgagor/ Landlord and Tenant do hereby completely and unconditionally subordinate the Lease, all rights and options thereunder and all amendments thereof, to the lien of the Mortgage and all terms and provisions thereof.

2. Binding Effect , In the event of attornment, Lender shall have the same remedies by entry, action, or otherwise, as the Mortgagor/Landlord would have had in the event of a default by Tenant in the payment of rent or in the performance of any term, condition or agreement contained in the Lease. . Likewise, in the event that the Lender breaches any term, covenant, condition or agreement of the Lease, Tenant shall have the same remedies against Lender.. It is understood that Lender shall not be:

- (a) liable for any act or omission of any prior Landlord (including Mortgagor/Landlord) except that Lender shall be bound by any right of Tenant expressly set forth in the Lease to any offset, deduction or abatement against Tenant's payment of Rent or other sums under the Lease arising from Landlord's breach or default under the Lease, if Tenant provides written notice of said breach to Lender at the time the breach occurs; or
- (b) bound by any rent which Tenant might have paid to any prior Landlord (including Mortgagor/ Landlord) without Lender's knowledge for more than thirty (30) days before the date such rent was first due and payable under the Lease except to the extent the Lease expressly requires such prepayment; or
- (c) bound by any amendment or modification of the Lease made without its knowledge, except for amendments or modifications made in connection with the exercise of rights, options or elections expressly set forth in the Lease.

3. Governing Law. This Agreement shall be governed by, and construed in accordance with the laws of the state in which the Demised Premises are located.

4. Amendment. This Agreement may not be changed, amended or modified in any manner other than by an agreement in writing specifically referring to this Agreement and executed by the parties hereto.

5. Counterparts. This Agreement may be executed in counterparts, each being deemed an original and all being deemed one and the same.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

(SIGNATURES APPEAR ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written

MORTGAGOR:

Town of Palm Beach

Witnesses: _____

By: _____

Print Name: _____

Title: _____

Date: _____

MORTGAGEE:

Witnesses: _____

By: _____

Print Name: _____

Title: _____

Date: _____

:

TENANT:

RG Towers, LLC

Witnesses: _____

By: _____

Print Name:

Title: CEO

Date: _____

MORTGAGOR:

STATE OF FLORIDA

:
: SS

COUNTY OF

:

On this, the ____ day of _____, 2014, before me, the undersigned officer, personally appeared _____ who acknowledged himself/herself to be the _____ of Town of Palm Beach, a _____, and that his/her name is subscribed to the foregoing document as such officer, and that he/she executed the foregoing document for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

(Notary Seal)

MORTGAGEE:

STATE OF _____

:
: SS

COUNTY OF

:

On this, the ____ day of _____, 2014, before me, the undersigned officer, personally appeared _____ who acknowledged himself/herself to be the _____ of _____, an _____ corporation, and that his/her name is subscribed to the foregoing document as such officer, and that he/she executed the foregoing document for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

(Notary Seal)

TENANT:

STATE OF FLORIDA:

COUNTY OF PALM BEACH

On this, the ____ day of _____, 2014, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the CEO of RG Towers, LLC, a Florida limited liability company, and that his name is subscribed to the foregoing document as such officer, and that he executed the foregoing document on behalf of such corporation for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

(Notary Seal)

Non-Disturbance Agreement

EXHIBIT A

Legal Description of Parent Tract:

26-43-42, NW 1/4 OF SW 1/4 OF NE 1/4 (LESS S 60 FT OF W 60 FT K/A TELE MEDIA
LEASE PAR)

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Regular Agenda - New Business

Agenda Title

Residents' Request for Curb and Gutter on Via Marina.

Presenter

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

Supporting Documents

- [Memorandum dated May 28, 2014, from H. Paul Brazil, Director of Public Works](#)
- [Via Marina Photographs](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 10, 2014

To: Mayor and Town Council
Via: Peter B. Elwell, Town Manager
From: H. Paul Brazil, P.E., Director of Public Works
Re: Request for Curb and Gutter – Via Marina
Date: May 28, 2014

STAFF RECOMMENDATION

Staff requests direction from Town Council as to the request of residents to install curb and gutter on Via Marina.

GENERAL INFORMATION

The A-7 force main project was constructed during the Summer of 2013 and consisted of replacing an existing sanitary sewer force main in Via Marina (County Road to South Ocean Boulevard) and in South Ocean Boulevard (from Via Marina to County Road).

On Via Marina, a majority of the existing roadway curbing was severely cracked and broken (see attached before photos). The design consisted of the removal of the existing damaged curb and it was decided to not replace the curb as the roadway slope is sufficient to move storm water to existing inlets. Removal of the curbing would also allow for percolation of storm water into the existing grass strip between the roadway and the sidewalks, enhancing the overall drainage of the entire street. The revised pavement width also extended to the previous existing back of curb location, effectively widening the roadway (see attached after photos). Only a small portion of curb was left in place at the southeast corner of South County Road and Via Marina since it was newly installed as part of a recent renovation and allowed for stormwater to be directed to an existing inlet at that location.

After the curb was removed and toward the end of the project, staff received several calls from residents regarding the removal of the curb. At least two meetings were held in the field with the Town Manager, Director of Public Works, Town Engineer, and two residents. The residents

expressed their displeasure that the new construction did not return the street to the same aesthetic condition.

The reason for the engineering/drainage decision was explained to the residents by staff, and although staff was willing to seek alternative solutions, it was too late in the year to implement a change without extending the project into season. It was decided by all parties to wait and see what the final finished product looked like with the opportunity to return to Town Council for

direction. A resident has contacted Public Works and does want to address this with Town Council. The resident, Mr. Craig Omtvedt, is planning to attend the June 10 Town Council meeting. Therefore, staff requests that Town Council hear from Mr. Omtvedt and provide direction regarding the request of residents to install curb and gutter on Via Marina.

FUNDING/FISCAL IMPACT

Funding for the original project was fully contained within the Accelerated Capital Improvement Program – Phase 1. There is currently no funding budgeted for the installation of the curb and gutter discussed herein. In the event that it is Town Council's desire to proceed with reinstallation of the curb and gutter, it is estimated that design, construction (curb/gutter, repaving per Town code), and construction administration would cost approximately \$100,000. These funds could come from resident donations or from a new appropriation of Town funds if Town Council deems that to be appropriate.

Attachments

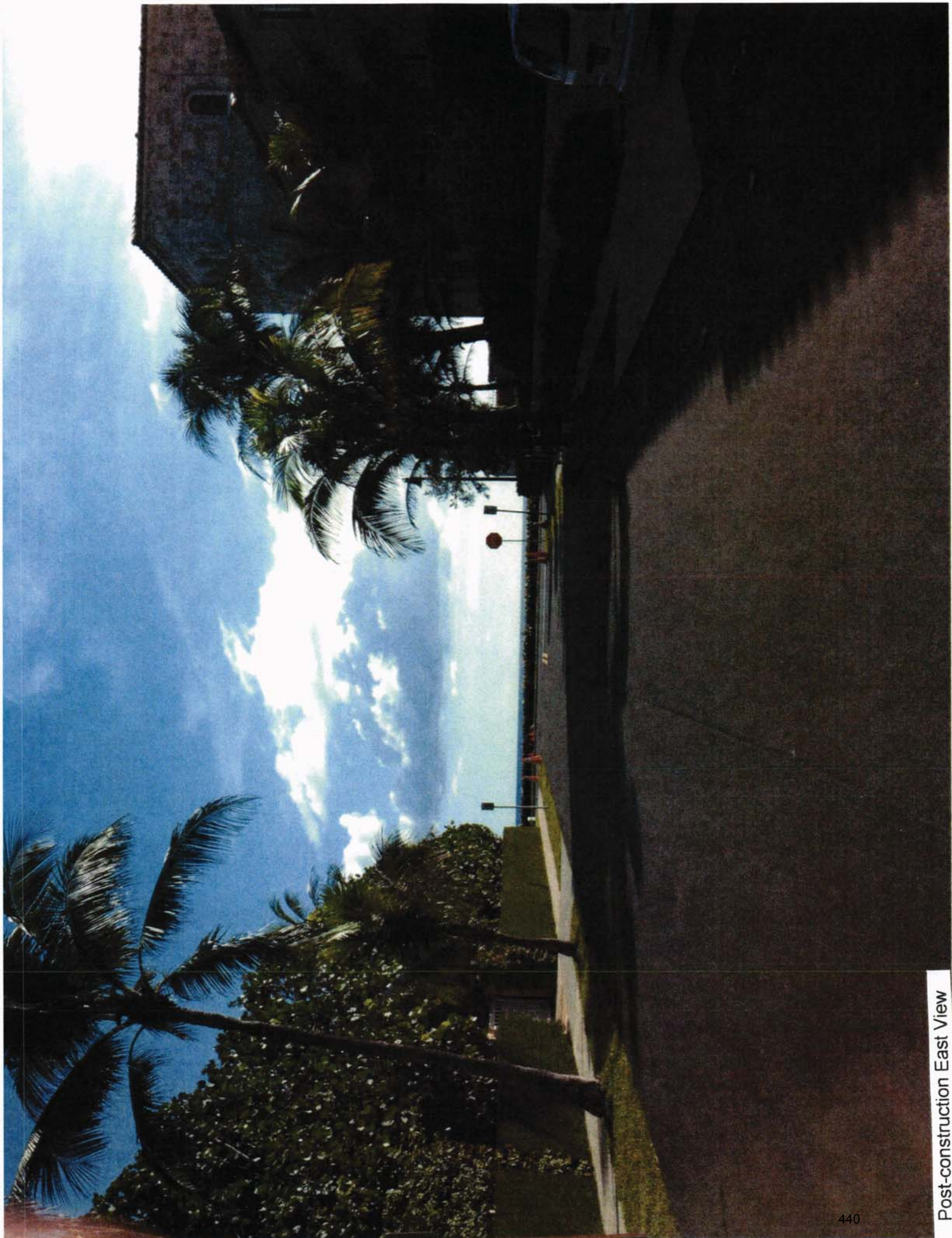
cc: Eric B. Brown, P.E., Assistant Director of Public Works
William K. Francis, P.E., Town Engineer
Charles R. Langley, P.E., Senior Project Engineer
Craig P. Omtvedt, Resident



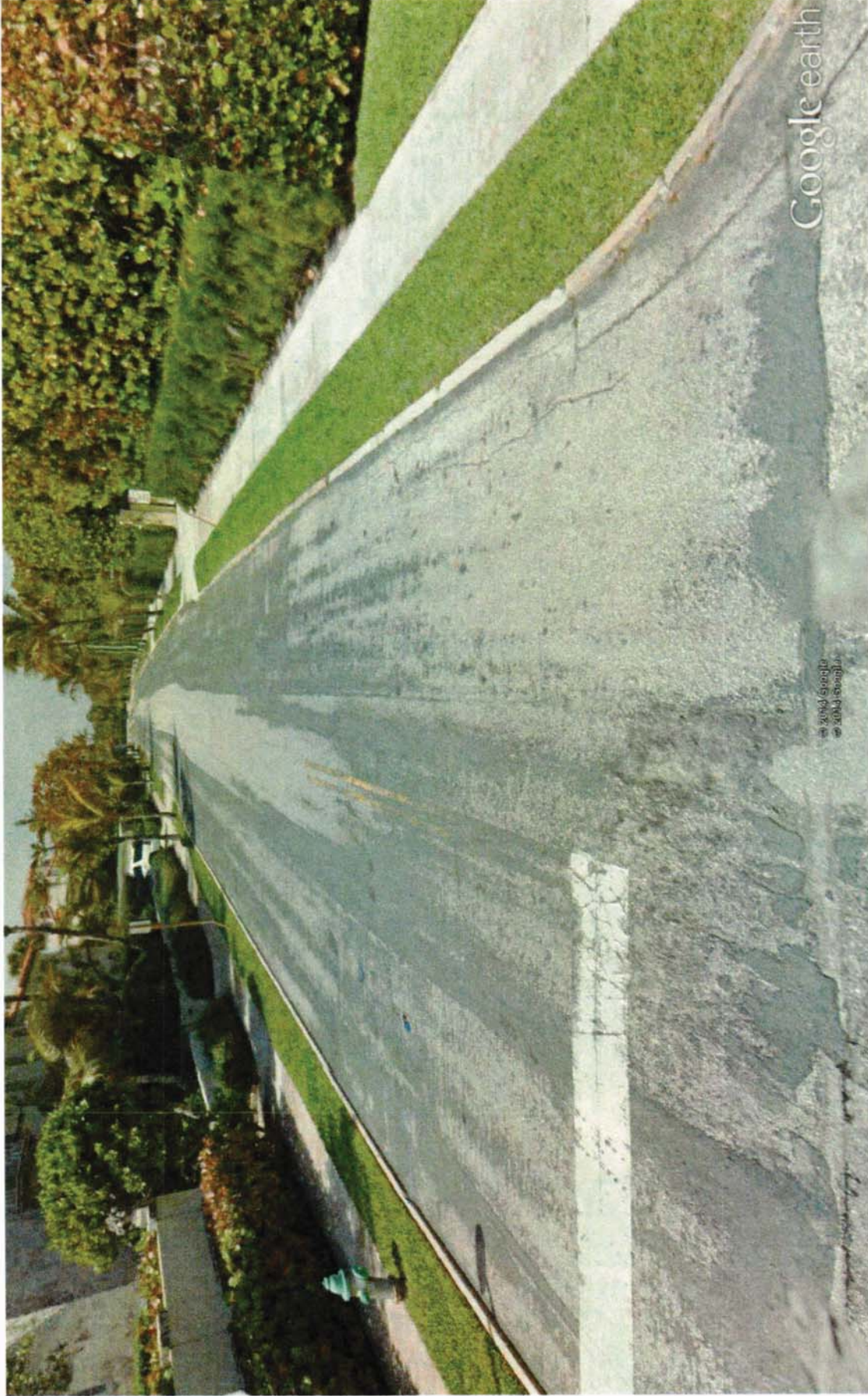
Google earth

feet 10
meters 3





Post-construction East View



Google earth

Google earth

feet
meters

8
2





Post-construction West View

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Regular Agenda - New Business

Agenda Title

Request for Temporary Road Closure at 109 Royal Palm Way.

Presenter

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

Supporting Documents

- [Memorandum dated May 27, 2014, from H. Paul Brazil, P.E., Director of Public Works](#)
- [MOT Drawing](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 10, 2014

To: Mayor and Town Council
Via: Peter B. Elwell, Town Manager
From: H. Paul Brazil, P.E., Director of Public Works
Re: Request for Temporary Road Closure at 109 Royal Palm Way
Date: May 27, 2014

STAFF RECOMMENDATION

Staff recommends that the Town Council approve a road closure at 109 Royal Palm Way for the duration of one day.

GENERAL INFORMATION

The Town Council recently directed that all requests for full closures of major roadways be brought before them so that the impacts to the community could be discussed publicly. Harrison Crane Service, on behalf of the owners at 109 Royal Palm Way (SunTrust Building), has submitted a Right-of-Way permit application to allow for the closure of westbound Royal Palm Way from South Ocean Boulevard to South County Road. The closure is needed to set a crane that will be used to hoist air conditioning equipment to the building roof.

The closure is for the westbound lane of Royal Palm Way only; the eastbound lanes will not be affected. Traffic will be detoured on South Ocean Boulevard to Brazilian Avenue and Barton Avenue. The work will take one day and will be completed between 8:00 a.m. and 6:00 p.m. Proper advance notice will be provided to affected properties and to the public when the exact date for this closure is determined. The Town Right-of-Way inspector will check the site at various times during the day to make sure that the contractor complies with the permit and also review impacts to traffic.

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
Allen Powery, Public Works Inspector

FOR OVERVIEW PURPOSE ONLY

DRAWING NOT TO SCALE

NOTE:
THIS M.O.T. IS BASED ON MUTCD & THE FLORIDA DEPARTMENT
OF TRANSPORTATION ROADWAY AND DESIGN STANDARDS.
ALL TRAFFIC CONTROL DEVICES MUST BE SET AND PLACED BY
PERSONS CERTIFIED IN TRAFFIC CONTROL DEVICE PLACEMENT
AND PLANNING.

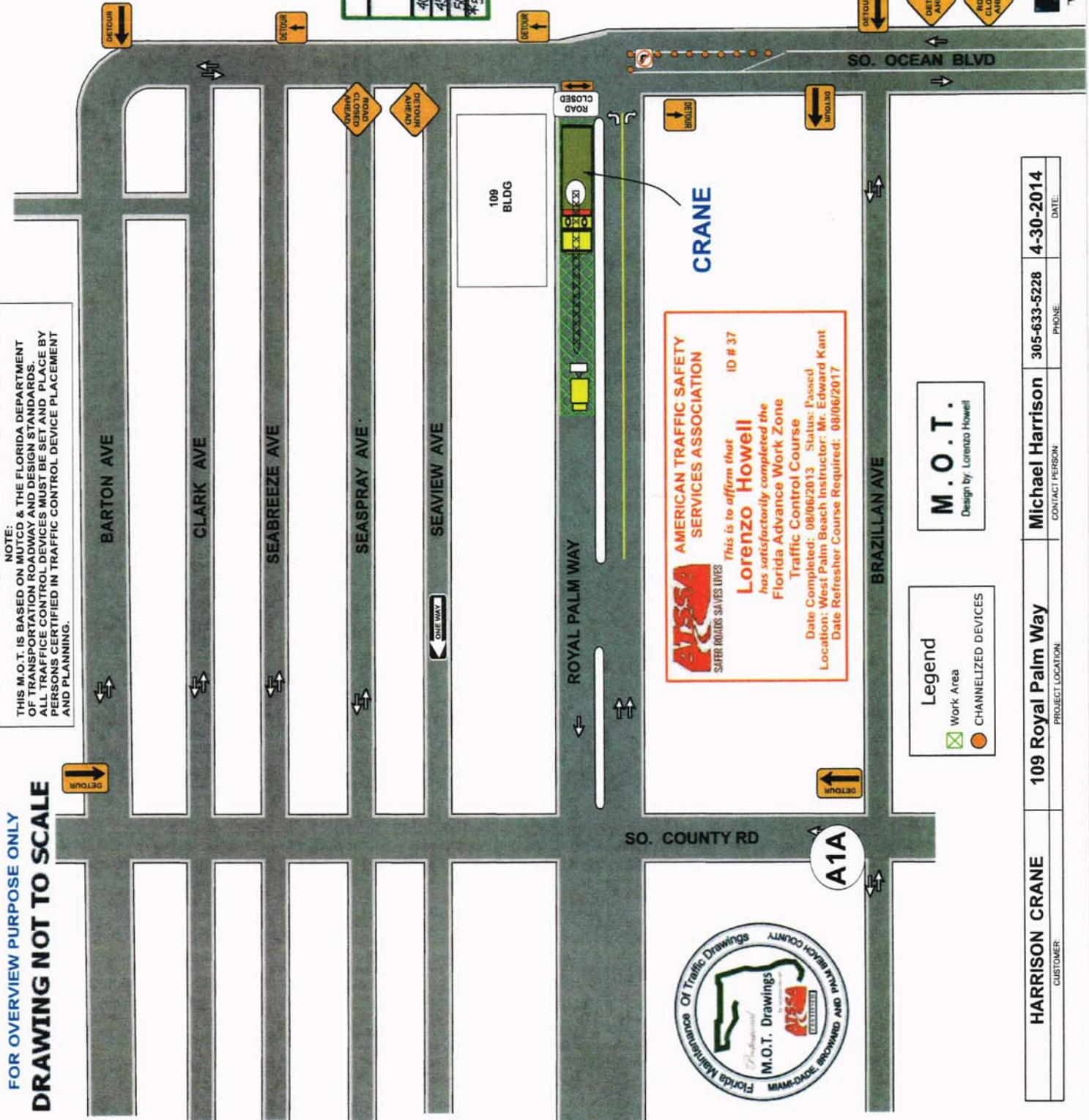


DISTANCE BETWEEN SIGNS			
Speed	A	B	C
40 mph or less	200	200	200
45 mph	350	350	350
50 mph	500	500	500
*55 mph or greater	2640	1640	1000



MESSAGE:

ROYAL
PALM W/B
CLOSED
USE
BRAZILIAN
AVE



M.O.T.
Design by: Lorenzo Howell

Legend
Work Area
CHANNELIZED DEVICES

HARRISON CRANE	109 Royal Palm Way	Michael Harrison	305-633-5228	4-30-2014
CUSTOMER	PROJECT LOCATION	CONTACT PERSON	PHONE	DATE

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Regular Agenda - New Business

Agenda Title

Appeal of Town Code, Chapter 10, Section 10-45, Dangerous Dog Determination - "Martini," Case No. 14-000721 (per letter dated May 22, 2014, from Maya Johnson).

Presenter

Kirk Blouin, Director of Public Safety

Supporting Documents

- [Memorandum dated May 29, 2014, from Kirk W.Blouin, Director of Public Safety](#)
- [Police Report and Supplement dated April 30, 2013 and May 13, 2013](#)
- [Police Report dated May 11, 2014](#)
- [Police Supplement Report dated May 12, 2014](#)
- [Appeal letter from Maya Johnson dated May 22, 2014](#)
- [Definition of Service Animal](#)
- [Photograph of victim](#)
- [Photograph of injury](#)
- [Photograph of injury](#)
- [Photograph of Martini](#)
- [Incidents at Winthrop House Condominium](#)
- [Exhibits Received June 5, 2014, from Maya Johnson](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 10, 2014

To: Mayor and Town Council
Via: Peter B. Elwell, Town Manager
From: Kirk W. Blouin, Director of Public Safety
Re: Appeal by Maya Johnson of Dangerous Dog Determination
Date: May 29, 2014

STAFF RECOMMENDATION

It is recommended that the Mayor and Town Council review Maya Johnson's request for appeal of a dangerous dog classification and uphold the determination and proceed with the enforcement of Chapter 10, Section 10-45 (i), "Dangerous Dogs" of the Town of Palm Beach Code of Ordinances.

GENERAL INFORMATION

On April 30, 2013, Lynne Wise Smith reported an incident which occurred at The Winthrop House, 100 Worth Avenue, on April 28, 2013 where her dog was bitten by Maya Johnson's dog, Martini. Mrs. Smith reported that while attempting to enter the condominium, Martini lunged at her dog causing a puncture wound on the bottom of her dog's stomach. According to Mrs. Smith she incurred a \$414.00 veterinarian bill from this incident. (PBPD Case # 13-584)

While making this report, Mrs. Smith reported a previous incident which occurred at the condo on April 5, 2013, where she was bitten by Maya Johnson's dog, Martini. Mrs. Smith reported that while attempting to shield her dog (Andre) from an attack by Mrs. Johnson's dog, she sustained a bite to her right ankle. Doorman Michael Naccarato who witnessed this incident submitted a sworn statement corroborating Mrs. Smith's account of the incident. Mrs. Smith did not want to pursue the incident at the time and advised she was making the report for documentation purposes only and requested Mrs. Johnson be spoken to about failing to control her dog. (PBPD Case # 13-584)

In a supplement report taken on May 13, 2013, Mrs. Smith reported she was also bitten on the right arm by Martini on April 30, 2013 as she held her dog in her arms. She stated that Martini jumped up to attack her dog and that she sustained a small bite to her arm. (PBPD Case # 13-584)

On May 11, 2014 the Palm Beach Police Department was dispatched to a dog bite call at Publix. Manager Peter Amon Testa reported that employee Christian B. Hernandez was placing bagged groceries into a shopping cart and was bitten on the left arm by a dog sitting in the cart. When the manager asked for the personal information from the dog's owner, she advised she was in a hurry and left the store. The manager followed the woman to her vehicle and got her license plate number and called the police. The subject was identified as Maya Johnson and her dog, Martini. Mrs. Johnson was contacted and her information obtained. The case was referred to Animal Care and Control for further investigation. A Publix in-store surveillance video tape captured the attack. (PBPD Case # 14-721)

On May 12, 2014 the police were again called to Publix to take a supplement to PBPD Case #14-721. Manager Andy DeLong reported a dog bite incident occurred on May 2, 2014 in which the dog owner's information was not obtained. The manager believed the attack on May 2, 2014 was the same dog and owner as in the incident that took place on May 11, 2014. PBPD Officer Minot reviewed the Publix in-store surveillance video tape with the manager and determined that it was the same dog and owner as in Case # 14-721. Employee Mery Fermilus was bitten on the left wrist by Martini while placing bagged groceries in the cart next to the dog. The employee was transported to Good Samaritan Hospital with a complaint of pain (CAD 2014-122-069). A police report was not made at the time of that incident. The Publix in-house incident report was faxed to Animal Care and Control by PBPD on May 12, 2014 and a copy of the in-store surveillance video tape was made.

According to Chapter 10, Section 10-45 (a), dangerous dog means any dog that

- (1) has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property
- (2) has severely injured or killed a domestic animal while off the owner's property
- (3) has when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provide that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the law enforcement officer and
- (4) whose owner has been notified by the town police department of the determination that the dog is dangerous.

Attachments

KB/rh

INCIDENT DATA

Location of Incident
100 Worth Ave, Palm Beach FL 33480-

Casc#	13-000584
Date / Time Reported	04/30/2013 16:00 Tue
Last Known Secure	04/28/2013 09:15 Sun
At Found	04/28/2013 09:15 Sun

# 1	Crime Incident(s) <i>Animal Bite (not For Police K9)</i>	(Com)	Weapon / Tools <i>NOT APPLICABLE</i>			Activity
	<i>777.ANML</i>		Entry	Exit	Security	
# 2	Crime Incident	()	Weapon / Tools			Activity
			Entry	Exit	Security	
# 3	Crime Incident	()	Weapon / Tools			Activity
			Entry	Exit	Security	

MO

# of Victims <i>0</i>		Type:		Injury:				Domestic: <i>N</i>			
VI	Victim/Business Name (Last, First, Middle)				Victim of Crime #	DOB	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
						Age					
Home Address									Home Phone		
Employer Name/Address							Business Phone		Mobile Phone		
VYR	Make	Model	Style	Color	Lic/Lis		VIN				

OTHERS INVOLVED

CODES: V- Victim (Denote V2, V3) O = Owner (if other than victim) R = Reporting Person (if other than victim)											
Type: INDIVIDUAL/ NOT LAW ENFORCEMENT						Injury:					
Code RP	Name (Last, First, Middle) SMITH, LYNNE WISE				Victim of Crime #	DOB 01/07/1944 Age 69	Race W	Sex F	Relationship To Offender	Resident Status Resident	Military Branch/Status
Home Address 100 Worth Ave - 611 Palm Beach, FL 33480									Home Phone 561-366-9549		
Employer Name/Address							Business Phone		Mobile Phone 561- -		
Type: INDIVIDUAL/ NOT LAW ENFORCEMENT						Injury:					
Code IO	Name (Last, First, Middle) BENDERMAN, MAYA LIPOVETSKY				Victim of Crime #	DOB 08/23/1941 Age 71	Race W	Sex F	Relationship To Offender	Resident Status Resident	Military Branch/Status
Home Address 100 Worth Ave - 401 Palm Beach, FL 33480									Home Phone 561-758-0247		
Employer Name/Address (PUBLISHER)							Business Phone 561-835-6707		Mobile Phone		

L = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found
 ("OJ" = Recovered for Other Jurisdiction)

[illegible]

Officer/ID#	LEE, LA MONT (0285270)		
Invest ID#	(0)	Supervisor	BURFIELD, KURT (0278540)
Complainant Signature	Case Status Open/active	Case Disposition:	Page 1
	04/30/2013		

REPORTING OFFICER NARRATIVE*Palm Beach Police Department*

OCA

13-000584

Victim

Offense

ANIMAL BITE (NOT FOR POLICE K9)

Date / Time Reported

Tue 04/30/2013 16:00

On April 30, 2013 at 4:00 p.m., I responded to the Palm Beach Police Department in reference to a complaint in the lobby. I met with Lynne Wise Smith, w/f, dob:01/07/1944 of 100 Worth Avenue #611, Palm Beach.

Smith stated that on April 28, 2013 at approximately 9:15 a.m., her dog (Adrian) was attacked and bitten by another dog that lived in the Winthrop Place building. Smith stated as she was standing next to the back door of the condominium waiting to enter the lobby, Adrian was attacked by another dog known to her as Martini. Smith stated that her dog Adrian is a 3 year old, 15 pound male Bichon.

Smith said that it appeared that Martini's owner, Maya Johnson was preparing to exit the building to walk her dog, when Martini suddenly lunged out of the door and attacked Adrian causing a puncture wound on the bottom of Adrian's stomach. Smith stated that Johnson pulled her dog away by the leash, however she failed to maintain control of Martini.

Smith stated that she was very concerned about Adrian's injury and therefore took Adrian to a veterinarian (Dr. Barton). Smith stated that the veterinarian visit cost her \$414.00. Smith also showed me a picture of the injury Adrian sustained as a result of the attack. Smith further stated that on April 5, 2013, while she was walking Adrian through the building lobby, Johnson's dog attempted to attack her dog. Smith stated she picked up Adrian, but Smith was bitten on her right ankle by Martini as she shielded her dog. Smith stated that she only sustained a small wound, in which she bandaged herself.

I advised Smith of the police department's dog bite procedures, as well as forwarding the complaint to the Palm Beach County Animal Control. Smith was very adamant that she did not want to pursue this matter criminally and requested that her complaint be filed only for documentation purposes. Smith requested that I speak with Johnson about failing to control her dog.

I then met with Maya Johnson, w/f, dob:08/23/1941 of 100 Worth Avenue, #410, Palm Beach. I advised Johnson of the animal complaint ordinance and police action that would be taken if any further incidents occurred involving her dog biting another person.

I observed that Johnson's dog Martini was a 15 pound male, 1 year old Lhasa-Apsos. Johnson did have documentation that Martini was current with his rabies vaccinations. Johnson stated that she understood Smith's complaint and that she would consult with a dog trainer to further assist her with Martini.

No further action was taken.

CASE SUPPLEMENTAL REPORT

Printed: 05/12/2014 10:32

Palm Beach Police Department

OCA: **13000584****THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY**Case Status: *OPEN/ACTIVE*Case Mng Status: *NA*Occurred: *04/28/2013*Offense: *ANIMAL BITE (NOT FOR POLICE K9)*Investigator: *LEE, LA'MONT (0285270)*Date / Time: *05/13/2013 16:17:37, Monday*Supervisor: *SILVESTRI, GINO PHILIP*Supervisor Review Date / Time: *05/14/2013 12:46:02, Tuesday*

Contact:

Reference: *Supplement*

On May 13, 2013, I was advised by Sgt. Burfield that The Winthrop House General Manager Bernie Neels Lynne had contacted Town of Palm Beach, Town Manager Peter Elwell by letter regarding an animal bite complaint filed by Lynne Smith. Neels letter stated that Smith reported to him that she had been stonewalled by the Palm Beach Police Department. The letter indicated that Smith was now requesting that an Animal Bite Card be filed with Palm Beach County Animal Control (copy of the letter is filed with the supplement).

Sgt. Burfield and I met with Neels and the doorman Michael Naccarato, who witnessed the animal bite on April 5, 2013. Naccarato completed a Sworn Written Statement stating that Smith was just outside the doorway of the package receiving area in the parking garage, when Johnson's dog attacked Smith and her dog as she attempted to walk past Johnson.

Naccarato stated that Smith was bit on her right ankle by Johnson's dog. Naccarato stated it appeared that Johnson's dog was attacking Smith's dog when Smith was bitten as Smith picked her dog up in her arms.

I then made contact with Animal Control Officer Darrin to file an animal bite complaint at Smith's request. Officer Darrin stated that no action would be taken at this time, due to the fact that the incident occurred on April 5, 2013 and that all Animal Bite Cards have to be filed within 10 days of the incident.

I then made contact with Smith (617-510-7277) and informed her of this information obtained from Officer Darrin. While speaking with Smith she advised me of several discrepancies within the initial report. Smith stated that the dog bite incidents did not occur within the lobby of the building as noted in the report, however the incident had in fact occurred within the area of the package receiving area of the parking garage as she was exiting the building. Smith also stated that her dog's name is Andre (not Adrian) and that the age and weight of her dog was incorrect. Smith also requested that the correct information be noted that her dog is 7 years old (not 3 years old) and weighs 18 pounds (not 15 pounds).

Furthermore, Smith now reported that on April 28, 2013, she was bitten on her right arm by Johnson's dog as she was walking up the parking garage/ package receiving ramp. Smith said that while she was holding her dog in her arms, Johnson's dog jumped up to attack her dog and Johnson's dog bit her arm. Smith stated that she sustained a small bite mark and bruising on her right forearm and bruising on her right leg from the attack.

On April 30, 2013, when the initial complaint was filed by Smith she did not show Sgt Burfield or I any injuries or pictures of injuries on her body that were sustained during the dog attacks on April 5, 2013 or April 28, 2013. Smith only showed Sgt. Burfield and I a cellphone picture of the injury her dog sustained during the attack that occurred on

Investigator Signature: _____

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CASE SUPPLEMENTAL REPORT

Printed: 05/12/2014 10:32

Palm Beach Police Department

OCA: **13000584****THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY**Case Status: *OPEN/ACTIVE*Case Mng Status: *NA*Occurred: *04/28/2013*Offense: *ANIMAL BITE (NOT FOR POLICE K9)*Investigator: *LEE, LA'MONT (0285270)*Date / Time: *05/13/2013 16:17:37, Monday*Supervisor: *SILVESTRI, GINO PHILIP*Supervisor Review Date / Time: *05/14/2013 12:46:02, Tuesday*

Contact:

Reference: *Supplement*

April 28, 2013.

I then made contact with Officer Darrin to advise him of the updated information I had obtained from Smith regarding the bite to her arm. Officer Darrin again stated that no action would be taken due to the fact that the incident was not reported to Animal Control within 10 days of the incident. Officer Darrin stated that he would contact Smith and speak to her regarding the incidents and that a report would be forwarded to a field officer to make contact with Johnson regarding the incidents.

Naccarato's written statement and the letter from Neels to the Town Manager were filed with records.

No further action was taken.

Investigator Signature: _____

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Page 2

CASE SUPPLEMENTAL REPORT

Printed: 05/12/2014 10:32

Palm Beach Police Department

OCA: **13000584****THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY**Case Status: *OPEN/ACTIVE*Case Mng Status: *NA*Occurred: *04/28/2013*Offense: *ANIMAL BITE (NOT FOR POLICE K9)*Investigator: *SILVESTRI, GINO PHILIP*Date / Time: *05/14/2013 15:14:17, Tuesday*Supervisor: *SILVESTRI, GINO PHILIP*Supervisor Review Date / Time: *05/14/2013 15:49:19, Tuesday*

Contact:

Reference: *Supplement*

On May 14th, 2013, I made contact with Mrs. Smith 617.510.7277 to provide her with new information. I told her that A.C.C. will be contacting her and they will send an officer to evaluate Mrs. Johnson's dog. Mrs. Smith spoke to A.C.C. Officer O'Roark who stated that she will accept Smith's complaint if she sends a notarized statement of the incident within one week.

I then made contact with A.C.C. Officer O'Roark 561.233.1215 who confirmed that she will accept Mrs. Smith's complaint, if provided to her within a week and notarized. I had records fax 561.233.1277 our incident report to Officer O'Roark for her file.

Investigator Signature: _____

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INCIDENT DATA

#3	Crime Incident	()
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Weapon / Tools		
Entry	Exit	Security

Case#	14-000721
Date / Time Reported	05/11/2014 20:06 Sun
Last Known Secure	05/11/2014 19:00 Sun
At Found	05/11/2014 20:06 Sun

MO

# of Victims		1		Type: INDIVIDUAL/ NOT LAW				Injury: Minor				Domestic: N			
V1	Victim/Business Name (Last, First, Middle) HERNANDEZ, CHRISTIAN B						Victim of Crime #	DOB	Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status		
							L	10/17/1996 Age 17	W	M		Non-Resid			
Home Address 2694 STARWOOD COURT, West Palm Beach, FL 33406-											Home Phone 561-963-5916				
Employer Name/Address PUBLIX 135 BRADLEY PLACE (GROCERY SACKER)									Business Phone 561-324-6287		Mobile Phone				
VYR	Make	Model	Style	Color	Lic/Lis			VIN							

OTHERS INVOLVED

CODES: V- Victim (Denote V2, V3) O = Owner (if other than victim) R = Reporting Person (if other than victim)												
Type: INDIVIDUAL/ NOT LAW ENFORCEMENT												
Injury:												
Code	Name (Last, First, Middle)				Victim of Crime #	DOB		Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
10	TESTA, PETER A					01/17/1980		W	M			
Home Address										Home Phone		
125 Henthorne Dr Lake Worth, FL 33461												
Employer Name/Address								Business Phone		Mobile Phone		
PUBLIX, 135 Bradley Place (ASST. MGR.)								561-655-4120				
Type:												
Injury:												
Code	Name (Last, First, Middle)				Victim of Crime #	DOB		Race	Sex	Relationship To Offender	Resident Status	Military Branch/Status
						Age						
Home Address										Home Phone		
Employer Name/Address								Business Phone		Mobile Phone		

**P
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[illegible]

Officer/ID#	NEWBY, CRAIG H (0290300)		
Invest ID#	(0)	Supervisor	SANDMAN, JENNIFER R (0280370)
Complainant Signature	Case Status Open/active	Case Disposition:	Page 1
	05/12/2014		

By: OREGERO, OREGERO 05/12/2014

Palm Beach Police Department

Case# 14-000721

[illegible]

STUBBLEBINE, L. (0291160), STUBBLEBINE, L. (0291160)

Page 2

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REPORTING OFFICER NARRATIVE*Palm Beach Police Department*

Victim HERNANDEZ, CHRISTIAN B	Offense ANIMAL BITE	OCA 14-000721
		Date / Time Reported Sun 05/11/2014 20:06

On Sunday, 05/11/2014 at 2006 hours, Ofc. Newby and I were dispatched to an animal bite call at Publix, 135 Bradley Place. On scene, I made contact with the victim, Christian B. Hernandez (W/M, dob. 10/17/96), who works as a grocery sacker at Publix. The facts are as follows:

At approximately 1900 hours, a shopper, later identified as Maya Lipovetsky Benderman Johnson (W/F, dob. 08/23/41), came to the register with her shopping cart to pay for her items. Her dog, a 2 year old, light brown, male Lhasa Apso named Martini was sitting inside her shopping cart. Hernandez stated he was bagging her items and putting them into the shopping cart when the dog suddenly bit his left arm. Hernandez sustained a minor wound on his left elbow where the dog bite slightly punctured the skin. Publix Manager Peter Amon Testa made contact with Johnson, and requested her personal information. Johnson would not provide Testa with her name or contact information, stating that she was in a hurry, and she quickly left the store. Testa followed her to her parked vehicle, a red Mercedes convertible bearing the FL tag #A1PT86. Testa provided us the vehicle information, from which we located Johnson's name and address at 100 Worth Avenue, Unit #401. Testa also showed us video surveillance of the incident, which clearly showed the dog biting Hernandez. Hernandez refused medical treatment.

We then made contact with Johnson at her home. We explained to her the importance of providing her contact information to the victim in a situation like this, as she was in violation of County Ordinances due to the dog biting another individual. Johnson was informed that the case would be referred to the Palm Beach Animal Control for further investigation. We also informed Johnson that, per Testa's request, she was no longer allowed to bring her dog into Publix. Johnson was able to show current vaccination papers for her dog. A records check showed that Johnson and the same dog were involved in another bite incident in April 2013 (see Case # 13-000584).

Pictures were taken of Hernandez's injuries, and of Johnson's dog. A Palm Beach County Animal Bite Form was filled out and faxed to Animal Control for follow-up. Animal Control was also informed that the surveillance tape from Publix was available upon their request.

Incident Report Suspect List

Palm Beach Police Department

OCA: 14-000721

1	Name (Last, First, Middle)					Also Known As					Home Address																																							
	BENDERMAN, MAYA LIPOVETSKY										100 WORTH AVE - 401 PALM BEACH, FL 33480 561-758-0247																																							
	Business Address																																																	
	DOB.	Age	Race	Sex	Eth	Hgt	Wgt	Hair	Eye	Skin	Driver's License / State.																																							
	08/23/1941	72	W	F		501	130	BLN	BLU	FAR	B536552418030 FL																																							
Scars, Marks, Tattoos, or other distinguishing features																																																		
<table border="1"> <tr> <td colspan="2">Reported Suspect Detail</td> <td colspan="2">Suspect Age</td> <td>Race</td> <td>Sex</td> <td>Eth</td> <td>Height</td> <td colspan="2">Weight</td> <td colspan="2">SSN</td> </tr> <tr> <td>Weapon, Type</td> <td>Feature</td> <td colspan="2">Make</td> <td colspan="2">Model</td> <td>Color</td> <td>Caliber</td> <td colspan="2">Dir of Travel</td> <td colspan="2">Mode of Travel</td> </tr> <tr> <td colspan="2">VehYr/Make/Model</td> <td>Drs</td> <td>Style</td> <td colspan="2">Color</td> <td colspan="2">Lic/St</td> <td colspan="4">VIN</td> </tr> </table>															Reported Suspect Detail		Suspect Age		Race	Sex	Eth	Height	Weight		SSN		Weapon, Type	Feature	Make		Model		Color	Caliber	Dir of Travel		Mode of Travel		VehYr/Make/Model		Drs	Style	Color		Lic/St		VIN			
Reported Suspect Detail		Suspect Age		Race	Sex	Eth	Height	Weight		SSN																																								
Weapon, Type	Feature	Make		Model		Color	Caliber	Dir of Travel		Mode of Travel																																								
VehYr/Make/Model		Drs	Style	Color		Lic/St		VIN																																										
Notes							Physical Char																																											

Incident Report Related Vehicle List

Palm Beach Police Department

OCA: 14-000721

1	VehYr/Make/Model 2001 MERZ		Style 2D		Color RED		Lic/Lis /Decal AIPT86 FL 2014, 09513430		Vin WDBFA68F01F200182		
IBR Status Personal			Date 05/11/2014		Location 135 BRADLEY PL, PALM BEACH FL						
Condition		Value \$0.00		Offense Code 9999		Jurisdiction Locally		State #		NIC #	
Name (Last, First, Middle) Benderman, Maya Lipovetsky					Also Known As			Home Address 100 WORTH AVE - 401 PALM BEACH, FL 33480 561-758-0247			
Business Address											
DOB. 08/23/1941		Age 72	Race W	Sex F	Hgt 501	Wgt 130	Scars, Marks, Tattoos, or other distinguishing features				

Notes

CASE SUPPLEMENTAL REPORT

Printed: 05/13/2014 15:20

Palm Beach Police Department

OCA: **14000721**

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Case Status: *OPEN/ACTIVE*Case Mng Status: *NA*Occurred: *05/11/2014*Offense: *ANIMAL BITE*Investigator: *MINOT, LORIS (0284170)*Date / Time: *05/12/2014 11:05:04, Monday*Supervisor: *MELNICHOK, THOMAS C*Supervisor Review Date / Time: *05/13/2014 06:06:38, Tuesday*Contact: *Delong, Andy*Reference: *Supplement*

On Monday 05-12-14 at approximately 1000 hours, I was dispatched to 135 Bradley Place, Publix regarding a delayed dog bite incident.

Upon my arrival I met with Publix Supermarket Manager, Andy Delong who advised that on Sunday May 11, 14 at 2006 hours he reported a dog bite incident to the Palm Beach Police. It was during this incident that an employee, Christen B. Hernandez W/M DOB 10/17/96 was bagging the groceries and placing them in the shopping cart when he was bit on the left arm, sustaining a puncture wound in the vicinity his left elbow (See Incident Report 14-000721). The female owner of the dog left Publix without giving any of her personal information to management. However, store employees obtained the Florida vehicle registration plate number "A1PT86", for the red Mercedes convertible when it drove away. The driver/dog owner was positively identified as Maya Lipovetshy Benderman Johnson DOB 08-23-41, who lives at 100 Worth Ave. Unit 401 Palm Beach, Florida.

Delong advised that he remembered a similar incident earlier in the month (May 2, 14 at 0940 hours) where a Publix employee, B/M Mery Fermilus DOB 02-15-53 was bitten by a dog on his left wrist. He stated that while Fermilus was putting items into the shopping cart, a dog who was sitting inside of the shopping cart bit his left wrist. The bite did not leave any visible marks but he was transported to Good Samaritan Hospital with a complaint of pain. (See CAD Number 2014122069). Contact with Fermilus could not be made at this time, but it should be noted that he is still employed with Publix.

I contacted the Palm Beach Animal Care and Control via phone and advised them that I reviewed a surveillance video of a dog bite that had occurred at Publix on May 2, 14 and it was the female, Johnson with the same dog. Although no police report was filed in regards to this incident, Publix Manager, Edina Jeteric completed an Publix in-house incident report. A copy of the report was placed in the attachment file. All dog bite incident reports were faxed over to the Palm Beach Animal Care and Control.

On 05/12/14, Delong and I reviewed the surveillance video of the dog bite incidents from 05/02/14 (Fermilus) and 05/11/14 (Hernandez) and determined that both dog bite incidents were perpetrated by the same dog, a light brown short haired Lhasa Apso with the same dog owner, Johnson being present at the time of the incidents.

Further investigation revealed that that Johnson and the same dog were involved in two additional dog bite incident in the 100 Block of Worth Avenue where Johnson resides. The incident occurred on April 5, 2013. When Lynne Smith DOB 01/07/44 reported that Johnson's dog attacked her and her Bichon resulting in Johnson being bit on her right ankle requiring some bandaging.

Investigator Signature: _____

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CASE SUPPLEMENTAL REPORT

Printed: 05/13/2014 15:20

*Palm Beach Police Department*OCA: **14000721**

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Case Status: *OPEN/ACTIVE*Case Mng Status: *NA*Occurred: *05/11/2014*Offense: *ANIMAL BITE*Investigator: *MINOT, LORIS (0284170)*Date / Time: *05/12/2014 11:05:04, Monday*Supervisor: *MELNICHOK, THOMAS C*Supervisor Review Date / Time: *05/13/2014 06:06:38, Tuesday*Contact: *DeLong, Andy*Reference: *Supplement*

Again on April 28, 2013 (See case number 13-000584) another incident occurred, it was during this incident that the same Lhasa Apso owned by Johnson attacked Smiths dog in the lobby of the condominium. Smith advised that she was in the lobby when Johnson's dog lunged out and attacked Smith's dog (Adrian) causing a puncture wound on the male Bichon, resulting in \$414.00 in veterinarian bill.

All dog bite incident reports were placed in the attachment file.

Investigator Signature: _____

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May 22, 2014

Hand Delivered, Registered Mail

Ms. Susan Owens
Town Clerk
360 South County Road
Palm Beach, FL 33480

**Re: Notice of Appeal
Case No. 14-000721**

Dear Town Clerk,

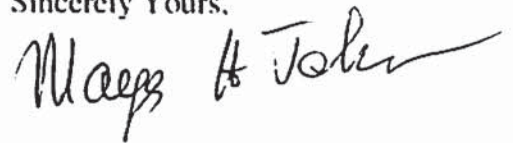
This letter is sent to notify you and the Town of Palm Beach Council that I am hereby formally requesting an appeal to the Town Council regarding a determination by The Police Department to classify my 2 year old dog named Martini as dangerous under the Town Code, Chapter 10, Section 10-45. I dispute the determination as stated in the letter from the Police Department dated May 14, 2014 and request the opportunity to appear before the Town Council to present my case in opposition to the determination.

I intend to present evidence that my dog is a "service dog" that is obedient and well behaved as evidenced by the attached letter from the veterinarian at Westgate Animal Hospital. I rely upon the dog for companionship and he is necessary for my overall wellbeing.

I intend to present facts to demonstrate that this small dog has been mischaracterized by the Police Department indentifying him as dangerous. I look forward to being heard at the June 10, 2014 Town Council meeting.

If you need to contact me, please call me at 561-758-0247

Sincerely Yours,

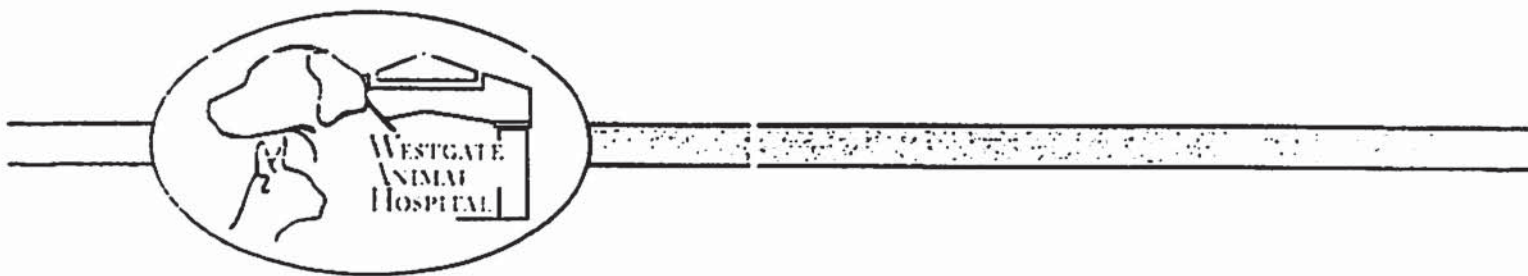


Maya Johnson
100 Worth Ave
Apt 401
Palm Beach, FL 33480

Enclosure

RECEIVED

2014 MAY 23 11 57 AM EDT

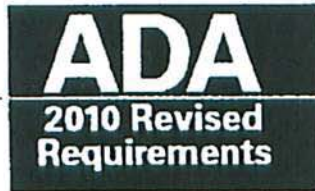
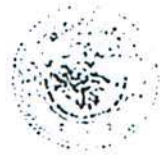


May 17, 2014

To Whom It May Concern;

This letter is to verify that the dog named Martini owned by Maya Johnson has been a client of ours for several years .He has always been very well behaved and a very obeident dog. We have never had any problems with him. He is a very happy little dog very good with people and other dogs.

U.S. Department of Justice
Civil Rights Division
Disability Rights Section



Service Animals

The Department of Justice published revised final regulations implementing the Americans with Disabilities Act (ADA) for title II (State and local government services) and title III (public accommodations and commercial facilities) on September 15, 2010, in the Federal Register. These requirements, or rules, clarify and refine issues that have arisen over the past 20 years and contain new, and updated, requirements, including the 2010 Standards for Accessible Design (2010 Standards).

Overview

This publication provides guidance on the term “service animal” and the service animal provisions in the Department’s new regulations.

- Beginning on March 15, 2011, only dogs are recognized as service animals under titles II and III of the ADA.
- A service animal is a dog that is individually trained to do work or perform tasks for a person with a disability.
- Generally, title II and title III entities must permit service animals to accompany people with disabilities in all areas where members of the public are allowed to go.

How “Service Animal” Is Defined

Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person’s disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.

This definition does not affect or limit the broader definition of “assistance animal” under the Fair Housing Act or the broader definition of “service animal” under the Air Carrier Access Act.

Some State and local laws also define service animal more broadly than the ADA does. Information about such laws can be obtained from the State attorney general's office.

Where Service Animals Are Allowed

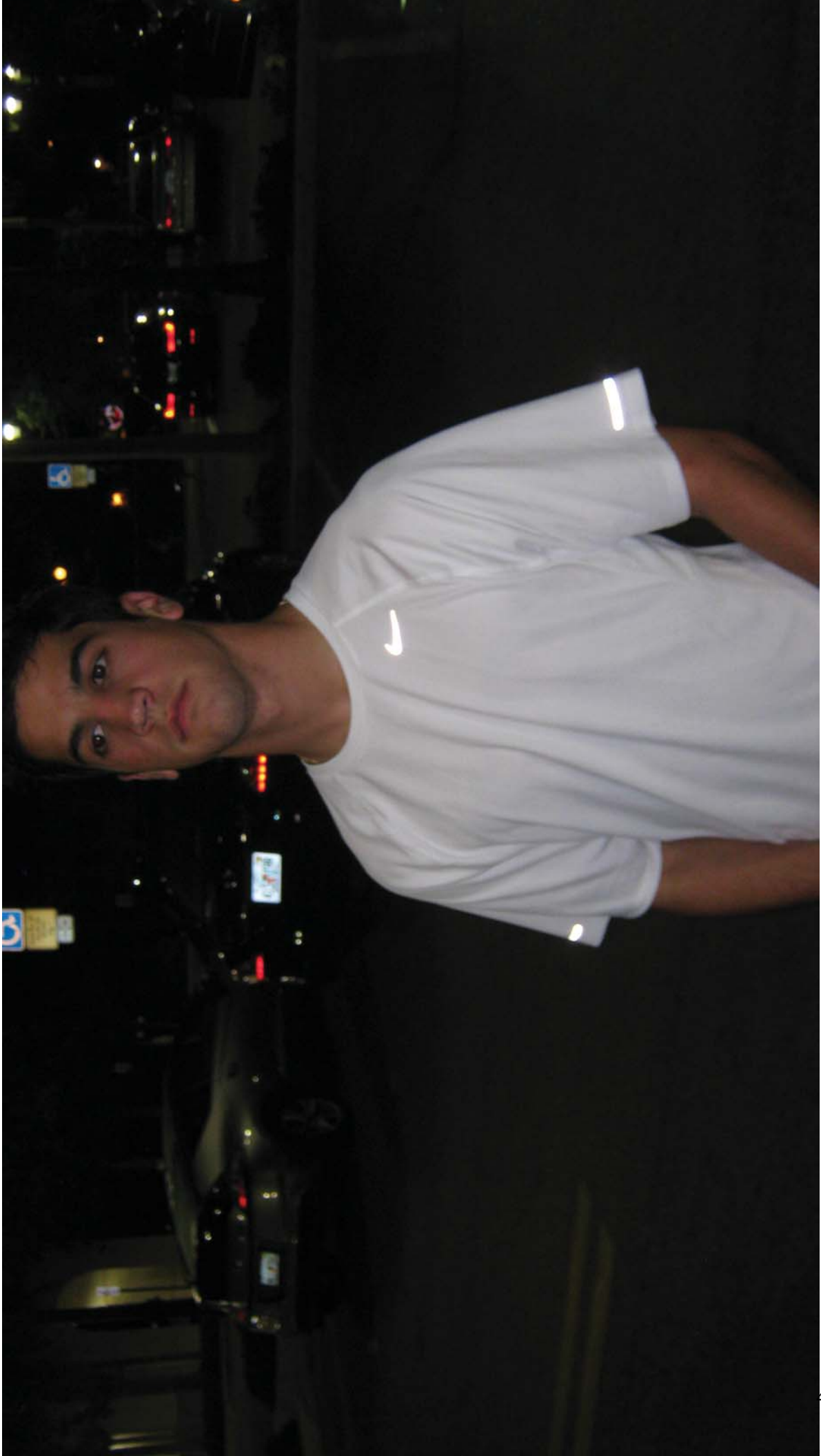
Under the ADA, State and local governments, businesses, and nonprofit organizations that serve the public generally must allow service animals to accompany people with disabilities in all areas of the facility where the public is normally allowed to go. For example, in a hospital it would be inappropriate to exclude a service animal from areas such as patient rooms, clinics, cafeterias, or examination rooms. However, it may be appropriate to exclude a service animal from operating rooms or burn units where the animal's presence may compromise a sterile environment.

Service Animals Must Be Under Control

Under the ADA, service animals must be harnessed, leashed, or tethered, unless these devices interfere with the service animal's work or the individual's disability prevents using these devices. In that case, the individual must maintain control of the animal through voice, signal, or other effective controls.

Inquiries, Exclusions, Charges, and Other Specific Rules Related to Service Animals

- When it is not obvious what service an animal provides, only limited inquiries are allowed. Staff may ask two questions: (1) is the dog a service animal required because of a disability, and (2) what work or task has the dog been trained to perform. Staff cannot ask about the person's disability, require medical documentation, require a special identification card or training documentation for the dog, or ask that the dog demonstrate its ability to perform the work or task.
- Allergies and fear of dogs are not valid reasons for denying access or refusing service to people using service animals. When a person who is allergic to dog dander and a person who uses a service animal must spend time in the same room or facility, for example, in a school classroom or at a homeless shelter, they both should be accommodated by assigning them, if possible, to different locations within the room or different rooms in the facility.
- A person with a disability cannot be asked to remove his service animal from the premises unless: (1) the dog is out of control and the handler does not take effective action to control it or (2) the dog is not housebroken. When there is a legitimate reason to ask that a service animal be removed, staff must offer the person with the disability the opportunity to obtain goods or services without the animal's presence.
- Establishments that sell or prepare food must allow service animals in public areas even if state or local health codes prohibit animals on the premises.
- People with disabilities who use service animals cannot be isolated from other patrons, treated less favorably than other patrons, or charged fees that are not charged to other patrons without animals. In addition, if a business requires a deposit or fee to be paid by patrons with pets, it must waive the charge for service animals.
- If a business such as a hotel normally charges guests for damage that they cause, a customer with a disability may also be charged for damage caused by himself or his service animal.











The Winthrop House Condominium
100 Worth Avenue Office
Palm Beach, FL 33480
(561)655-2730
(561)832-2341 Fax
Email: thewinthrophouse@aol.com

To:

Town Manager's Office
838-5411

From: Deborah, Office of Bernard Neels, General Manager

Date: June 5, 2014

Re: Maya Johnson's dog, Martini

Ms. Boyles,

Transmitted are five pages (including this cover) that speak of incidents with Mrs. Johnson's dog, Martini.

Please do not hesitate to call me if you need anything further.

Sent

Subj: Paul Bowden/Maya Benderman (Johnson) Dog
Date: 1/22/2014 1:39:57 P.M. Eastern Standard Time
From: Thewinthrophouse@aol.com
To: mplatts@becker-poliakoff.com

Marty,

The issue with Mrs. Benderman Johnson dog has surfaced again.

- * On January 15, 2014 Paul Bowden's and Mrs. Maya Benderman Johnson's dog met on the Avenue by Neiman Marcus. At that time, Mrs. Johnson's dog lunged at Winthrop House resident Paul Bowden's dog. Mr. Bowden was able to quickly pull his dog from Mrs. Johnson's dog thereby preventing a serious dog attack/fight.
- * On January 21, 2014, Mr. Bowden was on his way to the passenger elevator from his Apt. 404. Just as the elevator door opened up, out lunged Maya Johnson's dog in an attack mode. Mr. Bowden was once again able to pull his dog away from Maya Johnson's dog.

We write this email to you as obviously another dog attack or person attack is sure to happen.

Thank you for your assistance in this matter.

Bernard Neels, General Manager
The Winthrop House
561-655-2730


 Incident of **Winthrop House Condominium Association, Inc.**
 100 Worth Avenue
 Palm Beach, Florida 33480
 561-655-2730, Fax 561-832-2341

☒ Owner
 ☐ Guest
 ☐ Owner's Employee
 ☐ Other

Name: Paul Bowden Age: 49
 Street Address: 100 Worth Ave. #404 Date of Birth: 9/15/64
 City, State, Zip: Palm Beach, FL 33480 Telephone: 917-251-4567
☒ Married
 ☐ Single
 ☒ Male
 ☐ Female
 Time of Day of Accident: 5:30pm Date of Accident: January 7, 2014

Give a detailed description of exactly how and where the accident occurred, continuing on the back of this sheet if necessary:

While I was walking west on Worth Ave. in front of the Winthrop House, Ms. Johnson's dog lunged at and nearly bit my dog which is a 14 pound, Havanaes. If I had not yanked my dog quickly out of Martini's way, my dog would've been bitten. Both dogs were on leashes. No one was injured and neither were the dogs.

There was one witness to this incident. The person who saw this occurrence is named Beth ? and lives in the Winthrop House, as well. She was walking her dog on a leash as well and Martini also lunged at her dog. I reported this incident to our building manager, Bernie in the following few days so that it would be on record. I

Medical Attention Requested?	☐	N	Medical Attention Denied?	☒	Y
Paramedics Responded?	☐	N	Will see own Physician?	☐	N

Date of this Report: June 4, 2014

Signature: _____

Manager _____ Other _____

Subj: Maya Johnson Dog - Martini
Date: 5/24/2013 7:41:30 A.M. Eastern Daylight Time
From: scmiller100@aol.com
To: Thewinthrophouse@aol.com

Thursday night at about 8 pm I was exiting the service elevator in the lobby at the same time Maya was exiting the #2 elevator. When Martini saw Raven he began to bark. we walked to the front door and Maya stayed in front of the elevator to try and control Martini. I stopped at the top of the stair for about 1 minute to observe Maya, she could not get him to stop barking. I exited the lobby with Raven and when I returned I asked Giann. if she got Martini to stop barking. He said no, he was barking while she exited the lobby to walk him.

Steve Miller



The Winthrop House Condominium
100 Worth Avenue Office
Palm Beach, FL 33480
(561)655-2730
(561)832-2341 Fax
Email: thewinthrophouse@aol.com

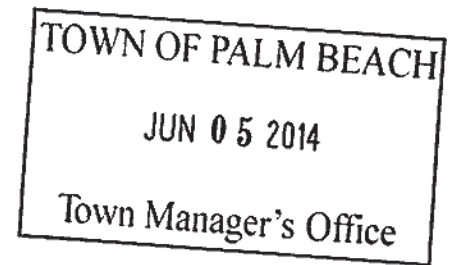
To: Apt. 401 - Johnson File
From: Bernard Neels, General Manager
Date: October 23, 2013
Re: Dog Problem

On October 21, 2013, at 10:10 AM, Mrs. Johnson's dog made noises as if it was attacking someone in the Lobby adjacent to the elevators. Upon further investigation Maurice Watson, the doorman on duty, advised that the noise was aimed at Mr. McCready's dog coming from Mrs. Johnson's dog. Mrs. Johnson is aware that I heard the attacking.

At 3:00 PM I spoke to Mr McCready and he advised that if he had not pulled his dog away there could have been a dog fight. Mr. McCready advised that the Johnson dog is not friendly and is too aggressive for communal living. Mc McCready's dog never barked or made any sound during this episode.

STATE OF FLORIDA)

COUNTY OF PALM BEACH) ss.



AFFIDAVIT OF
MAYA JOHNSON

Maya Johnson, being duly sworn, deposes and states the following.

1. My name is Maya Johnson. I reside at 100 Worth Avenue in Palm Beach. I own and publish the magazine Palm Beach Today International, which features stories on social events and people of the island.

2. I received a letter from the Town of Palm Beach Police Department stating that my small, sweet lapdog Martini has been classified as a "dangerous dog" under Chapter 10, Section 10-45 of the Town Code. Martini is not a dangerous dog. Further, in the many hours I have spent addressing the accusation, I have found that the Town has not met its own stated requirements for labeling a dog "dangerous." Those standards for a proper investigation explicitly state: "****No dog shall be legally classified without a sworn statement submitted by a witness to the incident being investigated." See Exhibit 1 attached to this Affidavit ('Overview of the Aggressive/Dangerous/Vicious Dog Investigation Process'). Section 10-45(a) of the Town Code allows conduct by a dog to be regarded as "dangerous" only "provided that such actions are attested to in a sworn statement by one or more persons." To my knowledge, no witnesses have submitted any sworn statements about any incident involving my dog. He cannot rightly be condemned as "dangerous" without a proper process, as required by the Town itself.

~~Exhibit~~

3. I have appealed the classification of Martini as "dangerous" to the Palm Beach Town Council. I strongly dispute that classification and believe that the Council cannot rightly affirm any determination that my dog Martini is "dangerous." The Council should determine that the standards and processes required to classify my dog as "dangerous" have not been met and should set aside any determination that he is a "dangerous dog."

4. An expert in dog handling, a trainer and other people who know Martini have provided letters about his good behavior and friendly disposition, which are attached as Exhibit 2. They document that my beloved companion, who travels the world with me, is not a dangerous dog.

5. My small Lhasa Apso does not fit any of the categories in the definition of a "dangerous dog" in Section 10-45 the Town Code, a copy of which is attached as Exhibit 3. Clearly he has not "severely injured or killed a domestic animal while off the owner's property" (Section 10-45(a)(2)). He has not "when unprovoked, chased or approached a person upon the streets, sidewalks or any public grounds in a menacing fashion or apparent attitude of attack" (Section 10-45(a)(3)). In fact, no one has alleged that Martini, on any "public grounds," street or sidewalk has chased or approached them in a "menacing fashion" or "attitude of attack." And he did not act in the manner defined in the third, alternative definition of a "dangerous dog," which is a dog that "has aggressively bitten, attacked or endangered or has inflicted severe injury on a human being on public or private property" (Section 10.45(a)(1)). On the occasion that led to the Police Department investigation, and another instance shortly before, Martini nipped out defensively, not "aggressively," at a grocery store employee at Publix who approached right up to the dog to put shopping bags in a grocery cart next to him. I have learned that I cannot take Martini into the unfamiliar, close quarters of a supermarket where he may be approached in a

~~Exhibit 1~~

manner that makes him react defensively. I will not take him into that environment again. However, I must point out that every dog owner knows that dogs may sometimes snap defensively at strangers and other canines. If that is the behavior that the Town is intent on banning, then the Town of Palm Beach would have to classify numerous dogs as “dangerous” or ban dog ownership altogether.

6. As noted above, no dog can be classified as “dangerous” without a sworn statement by a witness to the alleged incident involved, according to the Town’s own summary of an ‘Overview of the Aggressive/Dangerous/Vicious Dog Investigation Process,’ attached as Exhibit 1. This understanding stated by the Town, in its Overview documentation provided to the public, tracks the requirements of Town Code Section 10-45(a), which allows classification of a dog as “dangerous” only “provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the law enforcement officer.” Investigation by the police is not enough; there must also be a sworn statement by an actual witness, a requirement for testimonial evidence under oath that conforms with basic notions of due process in the treatment of rights regarding persons and property.

7. Exhibit 1 shows the form of sworn ‘Notarized Witness Statement’ used by Palm Beach County, which could easily have been submitted by witnesses to any “dangerous” conduct of my dog, but to my knowledge no one made the effort to give such a statement to the police investigators. Without a sworn statement, Martini simply cannot lawfully be classified as a “dangerous dog.” In the case of the two Publix employees who closely approached Martini in a shopping cart, neither showed any bite penetration or other sign of injury, and neither submitted the sworn statement required.

~~EXHIBIT 1~~

8. I understand that the file of the investigation of this case contains material referring to an earlier claim about my dog made by a woman in my condominium building on Worth Avenue. I did not witness any incident that she alleges, so I cannot from my own knowledge attest whether Martini approached her dog in an aggressive manner, whether the other animal initiated a confrontation or whether some other explanation exists. I do understand from reviewing the file that the Police Department closed the case without classifying Martini as "dangerous" and that the woman did not submit any sworn witness statement, as would have been required.

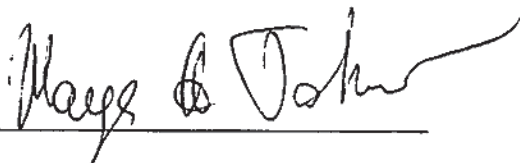
9. Martini is a young dog, just over two years old. He has traveled with me in America and Europe, through airports and thoroughfares, public places and private places, homes and social settings, without any "danger" to anyone. He is enrolled in a behavior and training class, and I have told the trainers and dog experts about the allegations in the Police Department's report, so that they can be fully informed while we work on Martini's behavior as he becomes older and matures.

10. The consequences of classifying my dog as "dangerous" are very burdensome and harsh. To have the Town condemn him as "dangerous" may lead to his being confined, muzzled or destroyed. Nothing in the Town's investigation supports this result. No witness has come forward to swear to facts, in a proper process required by law, to justify the terrible consequences of branding my companion "dangerous."

11. I submit that the Town Council cannot rightly affirm any determination that my dog Martini is "dangerous." The Council should determine that the standards and processes required

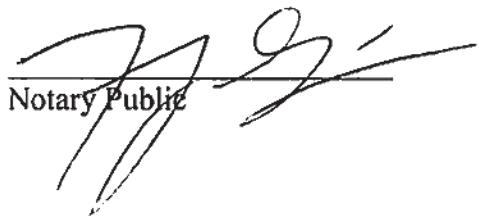
~~Exhibit~~

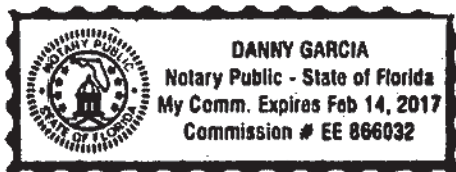
to classify my dog as "dangerous" have not been met. The Council should set aside any determination that my dog Martini is a dangerous dog.



Maya Johnson

Sworn to before me
this 5 day of June, 2014


Notary Public



~~Exhibit 1~~

Overview of the Aggressive/Dangerous/Vicious Dog Investigation Process:

***** No dog shall be legally classified without a sworn statement submitted by a witness to the incident being investigated.**

1. Dog-to-human bite cases and dog-to-domestic animal attacks are reviewed by a Dangerous Dog Coordinator (DDC). This investigation may run beyond the quarantine period.
 - a. If the dog is impounded at Animal Care and Control (ACC) for quarantine for a human bite, the dog may be required to stay at ACC after the 10-day quarantine period until the investigation is complete. Contact the DDC about the status of your case prior to trying to redeem your dog.
 - b. If the dog remains with the owner during the investigation, the dog shall not be relocated or ownership transferred pending the outcome of the investigation and any appeal proceeding. If the owner moves while the investigation/case is still open, he/she must contact the DDC beforehand to advise of the new address.
2. The DDC reviews the reports, photographs, medical records and witness statements to determine if an "Aggressive", "Dangerous" or "Vicious" classification is warranted according to Ordinance 98-22 Section 27 and/or Chapter 767, Fla. Stat. The DDC will contact the owner of the dog to be classified if a classification is pursued.
3. If a classification is warranted, an "Intent to Classify" letter must be delivered to the dog owner by registered mail, certified hand delivery or service of process.
4. The options available to the owner are determined by the level of classification and will be explained to the owner. Additional fees may apply for some classifications.
5. If the owner files an appeal, a hearing will be scheduled at ACC within 5 – 21 calendar days from the appeal date. All parties will be notified of an appeal hearing.



Notarized Witness Statement

Palm Beach County Animal Care and Control

Your Name: _____ Case #: A14-006643

Your Address/City/Zip: _____

Your Telephone #: (____) _____ Work or Cell #: (____) _____

Name of Owner(s) of Bite Dog: _____

Bite Dog Owner(s) Address/City/Zip: _____

Description of animals involved in incident (Bite Dog(s) and Victim(s)):

Breed: _____ Color: _____ Name: _____ Owner: _____

Breed: _____ Color: _____ Name: _____ Owner: _____

Breed: _____ Color: _____ Name: _____ Owner: _____

Breed: _____ Color: _____ Name: _____ Owner: _____

On: ____/____/____ (Date incident occurred)

EXHIBIT 1

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

I understand that I may be called as a witness in a court of law.

Print Full Name

Address

Home Phone

Work/Cell Phone

Signature

State of Florida – County of Palm Beach

The foregoing instrument was acknowledged before me

this _____ (Date)

by _____ who is

personally known to me or has provided _____

as identification and who did take an oath.

Signature

Commission No.

Name of notary (typed, printed, or stamped)

INSTRUCTIONS FOR COMPLETING THIS WITNESS STATEMENT

1. Include the **Animal Care and Control** case number on the upper right hand corner.
2. Please be as accurate and detailed as possible in outlining the incident as it unfolded. Include facts regarding: date, time, location, identity of persons and animals present, behaviors exhibited. *(Pleas/ demands for action do not constitute evidence and do not further an investigation.)*
3. It would be helpful to attach any photos or medical documentation of injuries to you or your pet. It is not necessary to include billing statements but rather any records of medical treatment provided. (Any photograph or record submitted will become a public record subject to disclosure pursuant to a public records request.)
4. If this incident was reported to a police agency, please specify the agency and the case number so we can obtain the report and provide a copy of the report, if possible.
5. If you are reporting an incident to serve as background for the current case, was it reported to Animal Care and Control at the time of occurrence? What was the case number?
6. **This statement must be signed and notarized and the original returned to our agency within 48 hours.** Please note that the timely return of this statement is very important. If there are extreme circumstances (e.g. you remain hospitalized as a result of the attack), please have someone contact our office to advise of the delay. Receiving all witness statements in a timely manner will assist in the correct and timely resolution to this case. In some instances, cases may be closed due to non-receipt of witness statements. In completing this affidavit you may be requested to testify at an administrative hearing.

We appreciate your cooperation in assisting Palm Beach County Animal Care and Control in this matter.

Please return the original notarized witness statement to:

ATTN: Special Investigations Unit

Palm Beach County Animal Care and Control

7100 Belvedere Road

West Palm Beach, FL 33411

EXHIBIT 1

**Elite K9 Academy Inc. ®**18291 126th Terrace North

Jupiter, FL 33478

561-262-5966

June 04, 2014

Palm Beach City Council
RE: Maya Johnson/Martini

Elite K9 Academy is a licensed and insured Florida Corporation.

I have over 40 years experience in all phases of dog training, including Service Dog Training. Our staff has another 30 years experience in all phases of dog training. We have trained over 4,000 dogs. We also have a school that teaches dog trainers.

On June 3, 2014, I went to condominium number 401, 100 Worth Avenue in Palm Beach, the home of Maya Johnson and her dog Martini. I evaluated Martini's temperament at that time. Martini showed no signs of aggression during the 2 ½ hours of evaluation. Upon entering the condo, Martini did not growl or bark; he came right up to me to be petted. Another visitor came in while I was there and Martini demonstrated the same friendliness as he did with me.

The entire time of my visit, Martini's posture was good, his tail was wagging and ears were up. Martini demonstrated no fear of people walking around the unit or of my sitting next to him. He took several treats gently from my hand.

In conclusion: In all the time I was at the condo, I did not see any aggression in Martini. His attitude was entirely friendly throughout the entire 2 ½ hours.

I did suggest that Ms. Johnson continue the training she had started with V.I.P. and to have Martini to earn an AKC Canine Good Citizen certificate through V.I.P.

Sincerely,

Nick Kutsukos
President

Exhibit 2

Field - Activity Card - #A14-006843

Current as of 5/16/2014 at 10:19:52AM

Complainant

ID: P1292175

FERMILUS, MERY
1336 SOUTH WINDS DR
LANTANA, FL 33462
561.

(1)
Male

Defendant

ID: P0710862

BENDERMAN, MAYA
100 WORTH AVE
Apt/Suite: 401
PALM BEACH, FL 33480
561.835.6707

Animal

ID: A1682338

Breed: LHASA APSO

Size: SMALL

Sex: N

Name: MARTINI

Color: BEIGE / BLACK

Type: DOG

Age: 2Y

Activity Details

No: A14-006843

Sequence: 1

Status: COMPLETED

Priority: 1

Type: 1916

Subtype:

Jurisdiction:

Call Time: 5/13/2014 2:26:00PM

New Time: 5/13/2014 2:26:00PM

Common Place Name:

Cross Streets: VICT @LANT&1-95 x

Comment: B14-997//VICTIM BIT BY DEFS DOG INSIDE OF PUBLIX /ANY QUESTIONS SPEAK WITH 2119

Associated Memos

Memo #

Type / Subtype

Date

User ID

M14-011533

NOTE

05/13/2014

dlweisbe

5/13/14 @7:32pm I issued Maya Benderman a violation for 98.22 sections 4 and 11. Must provide proof of a current PBC tag for Martini by 5/23/14. Must keep Martini under direct control while off of the property. Officer Weisberger 2126

----- End of Memo -----

Exhibit 2

Memo No: M14-011564 Memo ID: B14-000997 Memo ID Type: BITE_NO

Memo Date: 05/14/14 Memo Type: BITE CASE Memo Subtype:

Memo Text: ~~_____~~

SEQ 2 5-14-14 @ 1217 hrs Officer Prentice and I responded to 1336 Southwinds Dr. Lantana in reference to a animal to human bite investigation. We attempted to make contact with the victim. We were unable to make contact with the victim Mery Fermilus and were unable to. I posted a yellow notice. This activity was closed due to bite time is now up. Case turned over to bite department. No recheck set at this time. C.Black 2124

5.14.14-Need to meet with victim although time is up. M. O'Roark#2119

SEQ \$ 5-14-14 @1912 hrs Officer Prentice and I responded to 1336 Southwinds Dr. Lantana in reference to an animal to human investigation. We meet with the victim Mr. Fermilus who stated that on 5-2-14 he was working at Publix and he was assisting the defendant to put her groceries in her car. He asked her where she would like the groceries and she pointed in the seat next to where a small dog was located. the victim then went to put the groceries in the car and the dog bit him on the palm of his right hand. No wound was observed as the bite happened on 5-2-14 and the victim stated that it had healed. The victim stated that he was placed on antibiotics. I took one photograph. I then gave him a witness statement to sign and complete. No recheck se at this timet. C.Black 2124

Memo LISTBOX:

MEMO_NO MEMO_DATE MEMO_TYPE MEMO_SUBTYPE MEMO_RESTRICTED

Car

Exhibit 2

Memo Date: 05/14/14 Memo Type: BITE CASE Memo Subtype:

Memo Text:

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5/16/14 1025hrs I received a call from Maya Benderman stating she recieved a letter that he dog was being considered dangerous from the Palm Beach Police deparment and wanted to know what to do. She stated that she had purchased the tag for her dog as well. I advised that Palm Beach PD had their own ordinances and that ACC did not enforce them and that she should contact them to see what she needed to do. She requested a copy of the bite reports. I nailed them to her. Sgt. Batchelor 2110

Memo LISTBOX:

MEMO_NO MEMO_DATE MEMO_TYPE MEMO_SUBTYPE MEMO_RESTRICTED

Exhibit 2

Memo Date: 05/13/14 Memo Type: BITE CASE Memo Subtype:

Memo Text:

SEQ 1 5-13-14 @ 1506 hrs. Officer Prentice and I responded to 1336 Southwinds Dr. Lantana road in reference to an animal to human bite investigation. We attempted to make contact with the victim. A older woman answered the door who did not speak english very well. She stated that the victim was not home and should be after 5 p.m. We left her with a yellow notice to contact ACC. Recheck set. C.Black 2124

Seq. 3

On 5/13/14 at 6:16pm, I responded to 100 Worth Ave Apt 401, Palm Beach Florida 33480, in reference to an animal to human bite investigation. A recheck was set to meet with the defendant.

Upon arrival to the address noted above, I met with Maya Benderman. Mrs. Benderman allowed me inside to view her dog Martini. Martini was a 2 year old, neutered, beige Lhasa Apso. He appeared healthy, active and friendly. I took two photographs of Martini. Mrs. Benderman provided proof of a current rabies vaccine from Westgate Animal Hospital. Martine's rabies vaccine expires on July 10, 2014. Mrs. Benderman stated she normally takes Martini with her everywhere because he is a "trained service dog." I asked Mrs. Benderman about a PBC tag and she provided a International tag. Mrs. Benderman stated she travels a lot with Martini and that was what Westgate issued for her. I advised her that as long as Martini resides in Palm Beach County, she would need to purchase a PBC tag.

I asked Mrs. Benderman about the incidents that occurred at Publix and she stated there was an older African American male that was placing bags inside of her cart and as soon as he got close to Martini, he touched his side. Mrs. Benderman stated Martini bit the man but did not break any skin. I asked her about another incident and she stated that was the only bite she was aware of. Mrs. Benderman showed me a pet carrier that she recently purchased and advised that Martini will be kept inside of the carrier if she brings him into any stores from now on. I did not issue a quarantine at this time due to the listed date of bite as 5/2/14 for this activity. There is another bite linked to this pet that happened on 5/11/14, but the victim declined the investigation.

I issued Maya Benderman a violation for 98.22 sections 4 and 11. Must provide proof of a current PBC tag for Martini by 5/23/14. Must keep Martini under direct control while off of the property.

I gave Mrs. Benderman a witness statement and a yellow notice. No recheck set. Officer Weisberger 2126

Memo LISTBOX:

MEMO_NO MEMO_DATE MEMO_TYPE MEMO_SUBTYPE MEMO_RESTRICTED

Raise report - ? S. Black
Weisberg

Exhibit 2



OFFICIAL NOTICE
(This is not a citation.)
PALM BEACH COUNTY
ANIMAL CARE AND CONTROL DIVISION

Date 5/13/14

Refer to Activity No. A14-006643

7100 Belvedere Road
West Palm Beach, FL 33411-3306
(561) 233-1200

South County - (561) 276-1344

West County - (561) 924-5656
State Road 715
Pahokee, FL 33430

An Officer from Animal Care and Control has been investigating _____
complaint concerning _____: () Dogs () Cats () Livestock () Other _____.

FAILURE to obey local animal laws such as the offenses below may result in a mandatory court appearance and fines of up to \$500.

1. () **RUNNING LOOSE** - It is against the law for any dog or livestock to run loose. Dogs must be confined on the owners property or be walked on a leash.
2. () **ANIMAL-TO-HUMAN-BITE** - (HEALTH DEPT. NO. _____) - When an animal has bitten, scratched, or punctured the skin, the Health Department and Animal Care and Control must be notified.
3. () **QUARANTINE RELEASE** - () Your pet was seen in apparent good health and has been released from quarantine. () Your pet was unable to be observed for quarantine release - please call our office.
4. () **POSSIBLY DANGEROUS** - Dogs determined to be potentially dangerous/dangerous/vicious will be required to follow specific regulations.
5. () **CREATING NUISANCE** - Dogs and cats may not habitually cause noise, damage, annoyance, or interfere with the reasonable use of ones property.
6. () **IN HEAT** - Dogs or cats in heat must be confined in an enclosed structure.
7. () **IMPROPERLY MAINTAINED (Possibly)** - All animals must be provided: () food, () water, () shelter, () medical attention, () clean living quarters.
8. () **IMPROPERLY FENCED** - Livestock must be properly fenced to keep animals from escaping. Fences must be repaired within 24 hours or animals must be removed.
9. () **POSSIBLY IMPOUNDED** - Officers impound animals violating county laws. Owners may claim their pets after showing proof of ownership and payment of all fees.
Breed: _____, Sex: _____, Colors: _____.
10. () **NOT LICENSED (and/or) () NOT VACCINATED** - Dogs/Cats over four months old must be vaccinated by a licensed veterinarian and wear county tags. (Cats may be tattooed in lieu of displaying the tag.)
() To date our records indicate your pet(s) shot(s), tag(s) _____ have expired. If incorrect, please sign and **RETURN THIS CARD TO ANIMAL CARE AND CONTROL WITHIN 5 DAYS.**
() New Tags: _____ Veterinarian: _____ Date of vaccination: _____
or check appropriate space: () Deceased, () No longer in county, () Lost or stolen,
() New owner's name/address: _____

I swear under penalty of perjury that the above information is correct.

Owner's Signature: _____ Date: _____

11. () **SEE REVERSE SIDE OF CARD**

Animal Control Officer Weisberger I.D. 2126

Exhibit 2



PALM BEACH COUNTY
ANIMAL CARE AND CONTROL DIVISION
VIOLATION NOTICE

DATE 5/13/14 ACTIVITY NUMBER A14-006413.B
 Senderman, Monica
 Last Name First M.I.
 Address 100 Wynn Ave. #401 Home Phone 561-835-6707
Palm Beach 33480 NA
 City Zip Work Phone
5/23/14 8536-552-41-808-0
 D.O.B. Soc. Sec. No. Drivers License No.

- four ☒ Dog ☐ Cat ☐ Other _____
 has been observed or is believed to be:
- ☐ Without a current inoculation against rabies ACTION REQUIRED (See reverse)
☒ Without a current county rabies/license tag ACTION REQUIRED (See reverse)
☐ At large off of the owner's property ☐ 24 hours to repair fences
☐ Over the limit for the number of animals permitted/acreage restrictions
☐ 30 days to comply with Number of Animals/Acreage Restrictions
☐ In heat (estrus) and causing a disturbance to other animals
☐ Depositing excreta without appropriate removal/clean-up
☐ Creating a neighborhood nuisance EXPLANATION Must provide
proof of a current PBC tag by
☐ Improperly maintained ☐ FOOD ☐ WATER ☐ SHELTER ☐ MEDICAL ATTENTION
☐ Clean living quarters EXPLANATION 5/23/14. Must
☐ Recheck schedule Keep Martin under
☐ Other direct control while off of
the property.

FAILURE to correct these violations may result in the issuance of a citation, which may require a mandatory court appearance and fines up to \$500.00.

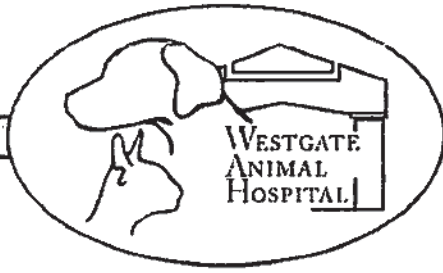
Palm Beach County Ordinance(s): 98-22 Sec 4.11

Prom. Breed: Large Pico Name of Pet Martin
 Colors: (1) White (2) Beige (3) _____
 Sex: ☒ Male ☐ Female ☒ Altered Age: ☐ 0-12 Months ☐ 12 Months-Over
 Size: ☐ Under 20 lbs. ☐ 20 lbs.-50 lbs. ☐ Over 50 lbs. ☐ Tattoo: _____
 Type of license to be issued: ☐ Non-sterilized ☐ Sterilized ☐ Duplicate
☐ Senior Citizen 65+ ☐ Guard Dog ☐ DANGEROUS DOG ☐ Guide Dog (NO Charge)
 I understand the information on this violation notice: Tag Cost: _____

Signature [Signature]
 Signature of officer & ID number _____

FORM #11

Exhibit 2

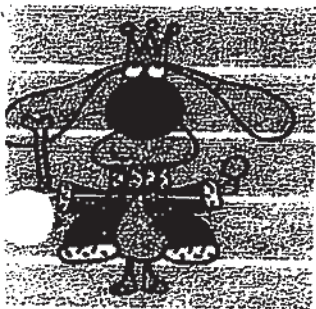


May 17, 2014

To Whom It May Concern;

This letter is to verify that the dog named Martini owned by Maya Johnson has been a client of ours for several years .He has always been very well behaved and a very obeident dog. We have never had any problems with him. He is a very happy little dog very good with people and other dogs.

Exhibit 2



VIP

**Very Important Paws
Dog Daycare
Hotel & Training**

May 19, 2014

Re: Maya Johnson owner of Martini (Canine)

To Whom It May Concern:

This letter is to confirm Maya Johnson's dog Martini had successfully participated in open play daycare with other dogs of similar size without incident on the following dates:

In 2013: May 9, May 24, June 12, July 16, July 23 and November 12.

In 2014: January 22 & 23, February 17 & 27 and March 27.

Based on his successful interaction with other dogs, Martini would be welcome back at our facility for future daycare or boarding services.

Feel free to contact us with any questions.

Sincerely,

Will Corrente
VP, Operations
Very Important Paws

Exhibit 2

418 Park Place, West Palm Beach, FL 33401

www.veryimportantpaws.com

ph: 561-366-9000 fax: 561-366-9001

6/4/14

To whom it may concern:

I have known Mrs. Maya Johnson
little dog, Martini, to be a happy
friendly puppy. The unfortunate
incident at Publix was a vicious
attack by a dangerous



VIVIEN D'ANGELO RICE
Notary Public - State of Florida
My Comm. Expires Aug 22, 2014
Commission # EE 19672

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this

4th day of June, 2014 by

Carol J. Jaeger who is personally known or who has
produced F.D.C.E. as identification.

Vivien D'Angelo Rice

NOTARY PUBLIC/STATE OF FLORIDA

Sincerely,

Carol J. Jaeger
215 Refugio Plaza
Palm Beach, Fl.

33480

Exhibit 2

June 5, 2014

To whom it may concern,

I have known Maya's dog Martini since he arrived in Palm Beach approximately 2 years ago.

Martini has been to many parties at my home and has behaved perfectly in the midst of young children running around hyper and older being transported in wheel chairs. Martini has never barked growled or nipped at anyone even when the young children played with him rather aggressively. If this dog can take the chaos of my house parties without any fear or aggressive behavior, but instead a calm and friendly demeanor which I have witnessed on dozens of occasions then I cannot believe he can behave any other way. The idea that he may be dangerous is simply unimaginable.

Sincerely,

Harold Hofsad

Notary on Back

Exhibit 2

WHL



Colleen A. Hinson
6/3/2014

Exhibit 2



Martini has been in our Grooming Parlor many times. He is very sociable with other dogs as well as our dog's owners.

He is a very friendly and lovable dog.

Very truly yours,
Milton's Grooming Parlor
504 Lucerne Ave
Lake Worth, FL 33460

19. May, 2014

Exhibit 2

Invoice: 0113875

Maya Johnson
For: Martini

RABIES VACCINATION CERTIFICATE

LISCENCE/TAG NUMBER: 13-NO TAG	Division of Animal Care and Control Palm Beach County Dept. of Public Safety 7100 Belvedere Road West Palm Beach, FL 33411-3306	Animal I.D.#: Person I.D.#:
-----------------------------------	--	------------------------------------

Owner's Name & Address		Telephone
Last Johnson	First Maya	561-835-6707
No. Street 100 Worth Ave #401	City Palm Beach	State FL
		Zip Code 33480

Species: X Dog Cat Other	Sex: X Male X Neuter Female Spay	DOB: 03/27/2012	Predominant Breed: Lhasa Apso
Canine	Weight: 14.00#	Patient Name Martini	Colors: beige
Microchip/Tattoo Number: 985121004202930			

DATE VACCINATED: 07/10/2013	MANUFACTURER: NOBIVAC 1	VETERINARIANS #: 2139
VACCINATION EXPIRES: 07/10/2014	ROUTE: 1yr Lic/Vacc X SQ 3yr Lic/Vacc	Veterinarian's Signature
West Palm Beach, FL 33409	Serial(Lot)#: S283271 Lot Exp Date: 12/10/13	Westgate Animal Hospital 2440-A Westgate Avenue

TAG TYPE: [] Sterilized	[] NonSterilized	[] Juvenile	Tag Fee:
[] Sterilized S.C.	[] NonSterilized S.C.	[] Juvenile S.C.	
[] Replacement	[] Guide/Police(N/C)	[] Dangerous \$	
[] Guard Dog	[] Late Fee	[] Handling Fee	

Exhibit 2

Sec. 10-45. Dangerous dogs.

- (a) For the purposes of this section, the following definitions shall apply:

Competent person shall mean, at a minimum, any person over the age of 18.

Dangerous dog means any dog that according to the records of the town police department:

- (1) Has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property;
- (2) Has severely injured or killed a domestic animal while off the owner's property; or
- (3) Has when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the law enforcement officer; and
- (4) Whose owner has been notified by the town police department of the determination that the dog is dangerous.

Owner means any person owning, keeping, harboring or otherwise maintaining an animal. In any prosecution under this section where it shall be found that an animal is in the custody or under control of a minor, it shall be presumed that the owner of such animal is the parent or legal guardian of such minor.

Proper enclosure means that while on the owner's property, a dangerous dog is securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top to prevent the dog from escaping over, under, or through the structure, and shall also provide protection from the elements.

Severe injury means any physical injury that results in broken bones, multiple bites, punctures, or disfiguring lacerations requiring sutures or reconstructive surgery.

Unprovoked means that the victim who has been conducting himself peacefully and lawfully has been bitten or chased in a menacing fashion or attacked by a dog.

- (b) If the town police department determines from an investigation or a reported incident that there is sufficient cause to classify a dog as dangerous, it shall provide written notification of this determination by registered mail or hand delivery to the owner of the dog within ten days of the reported incident which shall include notice of the requirements to be imposed upon the owner in subsections (d)—(g).
- (c) If the owner of a dog determined to be dangerous disputes such determination, he or she may file a written request for a hearing to appeal the determination to the town council within ten days after receipt of the notice from the town police department. The appeal shall take the form of a letter addressed to the town clerk. An appeal will be heard at the next regular meeting of the town council after the filing of such appeal. The determination of the matter by the town council shall be final.
- (d) It shall be unlawful for any owner of a dangerous dog to maintain such dog upon any premises which does not have a proper enclosure in which to confine the dog. It shall be unlawful for any owner to permit a dangerous dog to be outside of the proper enclosure unless the dog is muzzled and restrained by a chain or leash, and under the control of a

- (e) The owner shall display signs on the premises on which a dangerous dog is maintained warning that a dangerous dog is harbored on such property. In addition, at least one sign shall be posted on the enclosure in which the dangerous dog is maintained.
- (f) The owner of a dangerous dog shall present to the town proof that he or she has procured liability insurance or surety bond in the amount of not less than \$100,000.00 covering any damage or injury which may be caused by such dangerous dog. Such insurance policy shall contain a provision requiring that the town be notified immediately by the agent issuing the policy in the event that the insurance policy is cancelled, terminated or expires. In the event that the owner proves to the satisfaction of the town that insurance is not available, he or she may pay a nonrefundable cash fee in the amount of \$1,000.00.
- (g) Dogs classified as dangerous shall be spayed or neutered by a licensed veterinarian unless the veterinarian certifies in writing that spaying/neutering the dog would endanger its health.
- (h) Any person who violates any provision of the preceding subsections (d)—(g) is guilty of a civil infraction punishable by a fine not exceeding \$500.00 or, alternatively, may be required to appear before the code enforcement board and be subject to penalties imposed by the board.
- (i) If any dog attacks and causes severe injury or death to any human or domestic animal more than once, the owner shall be required to have said dog removed from the town or humanely euthanized at his/her sole expense.
- (j) Nothing contained herein shall prevent the town or any person from applying to a court of competent jurisdiction for the seizure, impoundment, or destruction of a dangerous dog whose owner has failed to comply with the requirements of this section pursuant to state and county laws or from pursuing criminal penalties pursuant to state statute.



TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Regular Agenda - New Business

Agenda Title

Appeal of Town Code, Chapter 10, Section 10-45, Dangerous Dog Determination - "Titan," Case No. 14-000675 (per letter dated May 27, 2014 from Julie Leever).

Presenter

Kirk Blouin, Director of Public Safety

Supporting Documents

- [Memorandum dated May 29, 2014, from Kirk W. Blouin, Director of Public Safety](#)
- [Police Report taken May 4, 2014](#)
- [Appeal Letter from Julie Leever dated May 27, 2014](#)
- [Photograph of injury](#)
- [Photograph of injury](#)
- [Photograph of injury](#)
- [Photograph of Titan](#)

TOWN OF PALM BEACH

Information for Town Council Meeting on: June 10, 2014

To: Mayor and Town Council
Via: Peter B. Elwell, Town Manager
From: Kirk W. Blouin, Director of Public Safety
Re: Appeal by Julie Leever of Dangerous Dog Determination
Date: May 29, 2014

STAFF RECOMMENDATION

It is recommended that the Mayor and Town Council review Julie Leever's request for appeal of a dangerous dog classification and uphold the determination and proceed with the enforcement of Chapter 10, Section 10-45 (i), "Dangerous Dogs" of the Town of Palm Beach Code of Ordinances.

GENERAL INFORMATION

On May 4, 2014, Mr. Spencer Levey was bitten by Julie Leever's dog, Titan, while walking his dog on the beach at the east end of Indian Rd. Titan charged at Mr. Levey, put his paws on his shoulders and pushed him to the ground. While Mr. Levey attempted to gather up his dog by its leash, he was bitten on the hand by Titan. Mrs. Leever told Mr. Levey that she was going home to get her husband and would return. Mr. Levey advised he waited 12 minutes before leaving the scene and calling the police. Mrs. Leever was contacted by PBPD and she admitted to witnessing her dog bite Mr. Levey on the hand. Pictures of the injuries were taken and Mr. Levey refused medical treatment. Mrs. Leever was issued a Notice of Violation Citation # 9397 for dog running at large and an Animal Bite Report was faxed to Palm Beach County Animal Care and Control. (PBPD Case # 14-675)

According to Chapter 10, Section 10-45 (a), dangerous dog means any dog that
(1) has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property

(2) has severely injured or killed a domestic animal while off the owner's property

(3) has when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provide that such actions are attested to in a sworn statement by one or more persons and dutifully investigated by the law enforcement officer and

(4) whose owner has been notified by the town police department of the determination that the dog is dangerous.

Attachments

KB/rh

INCIDENT DATA

Location of Incident
130 Reef Rd, Palm Beach FL 33480-

# 1	Crime Incident(s) <i>Animal Bite</i> <i>ANMI</i>
-----	--

#2	Crime Incident
----	----------------

#3	Crime Incident
----	----------------

Premise Type	Lake/waterway/ocean
--------------	---------------------

(Com)	Weapon / Tools <i>HANDS/FEET</i>	
	Entry	Exit

()	Weapon / Tools	
	Entry	Exit

()	Weapon / Tools	
	Entry	Exit

Zone/Tract 5Z5	Case#	14-000675
	Date / Time Reported	05/04/2014 18:05 Sun
	Last Known Secure	05/04/2014 17:30 Sun
	At Found	05/04/2014 18:05 Sun

TEETH		Activity
	Security	

	Activity
Security	

	Activity
Security	

MO

# of Victims	0	Type:		Injury:		Domestic:	N
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[illegible]

Home Address	Home Phone
--------------	------------

Employer Name/Address	Business Phone	Mobile Phone
-----------------------	----------------	--------------

VYR	Make	Model	Style	Color	Lic/Lis	VIN
-----	------	-------	-------	-------	---------	-----

OTHERS INVOLVED

CODES: V- Victim (Denote V2, V3) O = Owner (if other than victim) R = Reporting Person (if other than victim)

Type: INDIVIDUAL/ NOT LAW ENFORCEMENT Injury:

Code 10	Name (Last, First, Middle) LEEVEY, JULIE ANN	Victim of Crime #	DOB 12/31/1962 Age 51	Race W	Sex F	Relationship To Offender	Resident Status Resident	Military Branch/Status
------------	---	----------------------	-----------------------------	-----------	----------	-----------------------------	-----------------------------	---------------------------

Home Address 350 Indian Rd Palm Beach, FL 33480	Home Phone 561-844-8904
--	----------------------------

Employer Name/Address	Business Phone	Mobile Phone
-----------------------	----------------	--------------

Type: INDIVIDUAL/ NOT LAW ENFORCEMENT Injury:

Code <i>RP</i>	Name (Last, First, Middle) <i>LEVEY, SPENCER L</i>	Victim of Crime #	DOB <i>06/04/1931</i> Age <i>82</i>	Race <i>W</i>	Sex <i>M</i>	Relationship To Offender	Resident Status	Military Branch/Status
-------------------	---	----------------------	---	------------------	-----------------	-----------------------------	-----------------	---------------------------

Home Address	Home Phone
130 Reef Rd Palm Beach, FL 000033480	561-844-8904

Employer Name/Address <i>(REAL ESTATE MAN)</i>	Business Phone	Mobile Phone
---	----------------	--------------

1. = Lost S = Stolen R = Recovered D = Damaged Z = Seized B = Burned C = Counterfeit / Forged F = Found

("OJ" = Recovered for Other Jurisdiction)

[illegible]

Officer/ID#	BURGOON, RYAN (0291140)
-------------	-------------------------

Invest ID#	(0)	Supervisor	SANDMAN, JENNIFER R (0280370)
------------	-----	------------	-------------------------------

Complainant Signature	Case Status <i>Open/active</i>	05/04/2014	Case Disposition:	Page 1
-----------------------	-----------------------------------	------------	-------------------	--------

Statu

Printed By: OREGERO, OREGERO

Sys#: 161390

05/05/2014 10:58:03

By: OREGERO, OREGERO 05/05/201.

Page 2

Case# 14-000675

[illegible]

ROSQUETE, C. (0291270)

Suspect Hate / Bias Motivated:

Page 2

NARRATIVE

REPORTING OFFICER NARRATIVE*Palm Beach Police Department*

Victim	Offense <i>ANIMAL BITE</i>	OCA <i>14-000675</i> Date / Time Reported <i>Sun 05/04/2014 18:05</i>
--------	-------------------------------	--

On Sunday May 4, 2014, at 1805 hours, I was dispatched to a reported Animal Bite at 130 Reef Rd. The details are as follows:

Upon arrival, I met with the reporting party Spencer Levey (W/M DOB 06-04-1932) who stated that at approximately 1730 hours, he was bitten on his left hand by a large unleashed dog, later Identified as Titan, a 5 year old male Golden Retriever. Levey said that while he was walking his dog on the beach at the east end of Indian Rd., a large dog (Titan) charged him and put his paws on his shoulders, pushing Levey to the ground. Levey said while he was trying to grab his dog that was on a leash, the large dog turned and bit him on the left hand. Levey said that the owner of the dog, later identified as Julie Leever (W/F DOB 12-31-1962) a resident at 350 Indian Rd, appeared and gained control of Titan. Leever told Levey she was going home to get her husband and come back. Levey stated he waited for 12 minutes before leaving the scene. Levey declined any medical treatment for his injuries. I later made contact with Leever at 350 Indian Rd. Leever stated that she did witness her dog bite Mr. Levey on the hand. Leever said most of the time, she keeps Titan on a leash, but today she let him off to play with her friend's dog. Leever was able to provide me with a copy of Titan's rabies shots. I issued Leever a Notice of Violation for violating Town Ordinance (10-43 Dog Running at Large).

Photographs of the dog and Levey's injuries were taken and turned into Crime Scene Evidence Unit.

An Animal Bite Report was completed and faxed to Palm Beach County Animal Control. Contact with Animal Control was attempted by phone with negative results at this time.

May 27, 2014

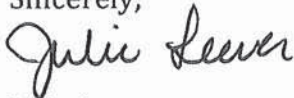
Julie Leever
350 Indian Rd.
Palm Beach, FL 33480
(970) 331-3302 mobile

Case #CE-14-446

Dear Town Clerk of Palm Beach:

I would like to appeal the designation of dangerous for my dog, "Titan."

Sincerely,

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

Julie Leever

RECEIVED

2014 MAY 27 15:03 TOWN CLERK

05/04/2014 17:44

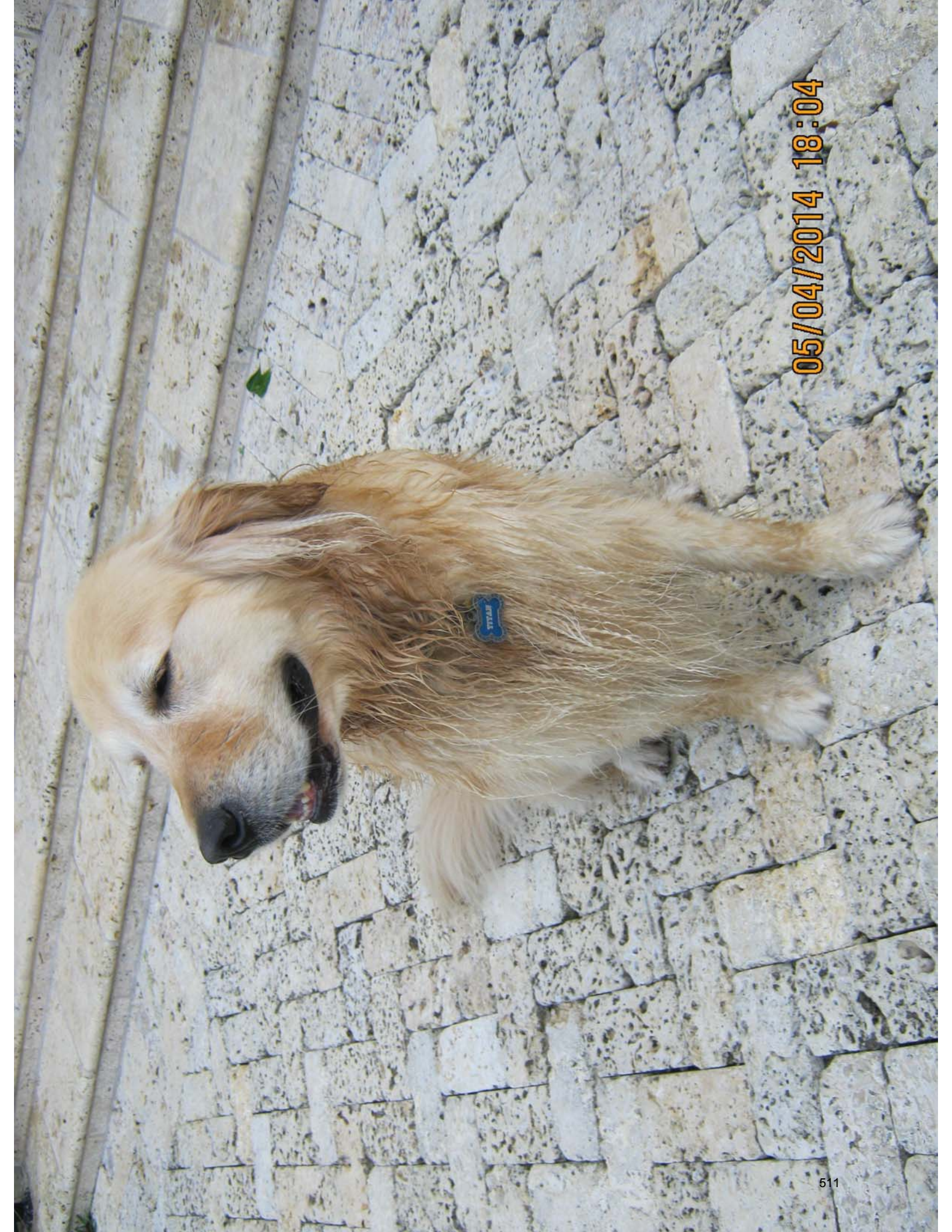


05/04/2014 17:27





05/04/2014 17:27



05/04/2014 18:04

TOWN OF PALM BEACH

Town Council Meeting on: June 10, 2014

Section of Agenda

Regular Agenda - New Business

Agenda Title

Discussion of Background Checks for Applicants
to Town Boards/Commissions.

Presenter

William Diamond, Town Council President Pro Tem

Supporting Documents

- NONE