



TOWN OF PALM BEACH

Town Manager's Office
TOWN COUNCIL MEETING

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

AGENDA

MARCH 14, 2017

9:30 AM

Welcome!

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

I. CALL TO ORDER AND ROLL CALL

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

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

IV. RECOGNITIONS

- A.** Recognition of Peter I.C. Knowles, II for his service on the Architectural Commission from March 2010 through March 2017
John S. Page, Director of Planning, Zoning and Building
- B.** Recognition of Martin D. Gruss for his service on the Architectural

V. PRESENTATIONS

- A.** Presentations by Applicants for the Landmarks Preservation Commission
- B.** Presentations by Applicants for the Architectural Review Commission
- C.** Presentation by Applicants for the Retirement Board of Trustees

VI. COMMENTS OF MAYOR GAIL L. CONIGLIO

VII. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

VIII. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

IX. APPROVAL OF CONSENT AGENDA (SEE NOTE 5)

A. MINUTES

- 1. TOWN COUNCIL MEETING MINUTES: **Page 10**
Susan A. Owens, MMC, Town Clerk

- a. February 14, 2017, Regular Town Council Meeting Minutes
- b. February 15, 2017, Town Council Development Review Meeting Minutes

Page 38

- 2. Approval of Major Matters Considered by the Architectural Commission at its Meeting of February 22, 2017.
John S. Page, Planning, Zoning and Building

B. RESOLUTIONS

Page 60

- 1. RESOLUTION NO. 26-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town Manager To Apply For and Execute the Grant Application for the Florida Boating Improvement Program for Boating Access Facilities on Behalf of the Town.

Beth Zickar, Director of Recreation

Page 124

- 2. RESOLUTION NO. 27-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town's Investment Policy for Surplus Funds; Providing an Effective Date.

Jane Struder, Director of Finance

Page 162

- 3. RESOLUTION NO. 28-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding RFP No. 2016-48 to AndCo Consulting for Investment Consulting Services, and Authorizing the Town Manager to Execute an Agreement on Behalf of the Town.

Jane Struder, Director of Finance

Page 172

4. RESOLUTION NO. 29-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Use of the Southeast Florida Purchasing Cooperative Group Contract for Office Supplies to Office Depot, Inc. for an Amount Not to Exceed \$35,000 for the Remainder of the Fiscal Year 2017 Budget.

Jane Struder, Director of Finance

Page 176

5. RESOLUTION NO. 30-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing Ex Post Facto Issuance of a Purchase Order to Dobie Supply LLC in the Amount of \$57,228.00 for the Purchase of Four (4) Variable Message Signs Per RFQ No. 40-2017; And Establishing a Budget of \$60,000

Kirk W. Blouin, Director of Public Safety

Page 182

6. RESOLUTION NO. 32-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Design, Bid, and Construction Phase Architectural Services to Bridges, Marsh, and Associates, Inc., in an Amount of \$61,000 for the Town Facilities Roofing Improvements, and Establishing a Design, Bid, and Construction Phase Architectural Services Budget of \$71,000.

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

Page 198

7. RESOLUTION NO. 35-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving an Extension of the Contract to Supply Unleaded and Diesel Fuel to MacMillan Oil Co. of Florida, Inc.

Jane Struder, Director of Finance

Page 202

8. RESOLUTION NO. 36-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing and Approving the Transfer of \$10,390.55 from the Fiscal Year 2017 Equipment Replacement Fund Contingency to the Equipment Replacement Account so as to Provide the Amount of \$24,517.18 for the Purchase of the South Fire Station Community Meeting Room Audio/Visual Equipment and Establishing a Budget of \$26,968.90.

Kirk W. Blouin, Director of Public Safety

C. OTHER

Page 237

1. Request to Consider Ordinance Nos. 08-2017 and 09-2017 Prior to 5:00 p.m. at a Public Hearing

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

2. Underground Utility Project Dashboard February 2017

Page 239

Jane Struder, Director of Finance

X. BOARD/COMMISSION ANNUAL REPORT

- A.** Annual Report - Landmarks Preservation Commission

Page 253

Edward Austin Cooney, Chair

XI. COMMITTEE REPORTS

- A.** Report of the Ordinances, Rules, & Standards Committee Meeting of February 02, 2017 **Page 258**
Bobbie Lindsay, Chair
- B.** Report of the Public Safety Committee Meeting of February 9, 2017 **Page 263**
Margaret A. Zeidman, Chair

XII. REGULAR AGENDA

A. Old Business

1. Proposed Recreation Center Project **Page 268**
Beth Zickar, Director of Recreation
TIME CERTAIN: 11:00 a.m.

- a. Recreation Center Business Plan Update
- b. Consideration of Initiating Property Condition Assessment and Appraisal Reports.

2. Town-Wide Underground Utilities Project: **Page 278**
H. Paul Brazil, P.E., Director of Public Works
TIME CERTAIN: 12:30 p.m.

- a. Ratification of the Selection Committee's Recommendation for RFQ No. 2017-15 Construction Manager at Risk for the Town-Wide Overhead Utility Undergrounding Phase 1-South.

- b. Ratification of the Selection Committee's Recommendation for RFQ No. 2017-14 Construction Manager at Risk Services for the Town-Wide Overhead Utility Undergrounding Phase 1-North.

- c. Consideration of Peer Review Engineer's Opinion of Cost.

- d. Filling of Underground Utilities Task Force Vacancy

- e. Bridge Financing Update

B. New Business

1. Appointments to the Landmarks Preservation Commission **Page 287**
John S. Page, Director of Planning, Zoning and Building
2. Appointments to the Architectural Review Commission **Page 302**
John S. Page, Director of Planning, Zoning and Building
3. Appointments to the Retirement Board of Trustees **Page 315**
William P. Hanes, Pension Administrator
4. RESOLUTION NO. 31-2017 A Resolution of the Town Council of the **Page 320**
Town of Palm Beach, Palm Beach County, Florida, Approving a

Purchase Order for Design, Bid, and Construction Phase Engineering Services to Mock, Roos and Associates, Inc., in an Amount of \$895,062 for the D-14 Pump Station Improvements, and Establishing a Design, Bid, and Construction Phase Engineering Services Budget of \$935,000.

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

5. Waiver to Town Code 42-198 and 199 for Work During Season by Florida Power and Light at 255 South County Road.

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

6. Coastal Update:

- a. Shore Line Condition Update

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

C. Matters Pulled From Consent Agenda: If needed

XIII. ORDINANCES

A. Second Reading

Page 339

1. ORDINANCE NO. 07-2017 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County Florida, Amending Chapter 82 of the Town Code of Ordinances Relating to Personnel, at Article II, Employee Benefits, Division 2, Retirement System; Amending Subdivision I, in General, by Amending Section 82-80, Reserve for Member Contributions; Amending Section 82-134, Retirement Age and Service Conditions for Benefit Group General and Benefit Group Lifeguard; Amending Section 80-135, Amount of Pension for Benefit Group General and Benefit Group Lifeguard; Providing for Severability; Amending Section 82-139, Deferred Retirement Option Program for Members of Benefit Group General and Benefit Group Lifeguard; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

- a. RESOLUTION NO. 37-2017 A Resolution of the Town Council of the Town of Palm Beach, Florida, Revising The Defined Contribution Retirement Plan for Town Employees; Approving Amendments to the ICMA Governmental Profit-Sharing Plan & Trust Adoption Agreement; Providing for Severability; Providing for Full Force and Effectiveness; Providing for Repeal of Conflicting Resolutions; And Providing an Effective Date.

Jane Struder, Director of Finance

B. First Reading

Page 355

1. ORDINANCE NO. 11-2017 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 42, Environment, of the Town's Code of Ordinances at Article V, Noise, Section 42-197 Specific Acts Prohibited to Include at a New Subparagraph so as to Prohibit the Use of Gasoline Powered Leaf

Blowers on any Properties Within the Town Consisting of Less than One Acre; Providing for Severability; Providing for Codification; Providing an Effective Date.

TIME CERTAIN: 2:30 p.m.

Jay Boodheshwar, Deputy Town Manager

XIV. ANY OTHER MATTERS

XV. ADJOURNMENT

PLEASE TAKE NOTE:

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

PROCEDURES FOR PUBLIC PARTICIPATION

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

PUBLIC HEARINGS: Any citizen is entitled to be heard on an official agenda item

under the section entitled "Public Hearings," subject to the three minute limitation.

**COMMUNICATIONS
FROM CITIZENS:**

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

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

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

Town of Palm Beach Meeting Schedule

3/8/17

Main Town Calendar

Town Council Meeting-Regular Business

March 14, 9:30 AM - 5:00 PM

[More Details](#)

Town Council Meeting-Development Review

March 15, 9:30 AM @ Council Chambers

[More Details](#)

Landmarks Preservation Commission (LPC) Meeting

March 16, 9:30 AM @ Council Chambers

[More Details](#)

Code Enforcement Board Meeting

March 16, 2:00 PM @ Council Chambers

[More Details](#)

Planning and Zoning Commission Meeting

March 21, 9:30 AM

[More Details](#)

Architectural Commission (ARCOM) Meeting

March 22, 9:00 AM @ Council Chambers

[More Details](#)

Shore Protection Board Meeting

March 23, 9:00 AM

[More Details](#)

Underground Utilities Task Force (UUTF) Meeting

April 4, 9:00 AM @ Council Chambers

[More Details](#)

Ordinances, Rules, and Standards Committee Meeting

April 6, 9:30 AM @ Council Chambers

[More Details](#)

Town Council Meeting-Development Review

April 12, 9:30 AM @ Council Chambers

[More Details](#)

Town Council Meeting-Regular Business

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

[More Details](#)

Planning and Zoning Commission Meeting

April 18, 9:30 AM

[More Details](#)

Landmarks Preservation Commission (LPC) Meeting

April 19, 9:30 AM @ Council Chambers

[More Details](#)

Budget Planning Meeting and Presentation of the LTFP

April 20, 9:00 AM @ Council Chambers

[More Details](#)

Code Enforcement Board Meeting

April 20, 2:00 PM @ Council Chambers

[More Details](#)

Architectural Commission (ARCOM) Meeting

April 26, 9:00 AM @ Council Chambers

[More Details](#)

Shore Protection Board Meeting

April 27, 9:00 AM

[More Details](#)

Recreation Advisory Commission Meeting

May 1, 9:00 AM

[More Details](#)

Underground Utilities Task Force (UUTF) Meeting

May 2, 9:00 AM @ Council Chambers

[More Details](#)

Ordinances, Rules, and Standards Committee Meeting

May 4, 9:30 AM @ Council Chambers

[More Details](#)

Town Council Meeting-Regular Business

May 9, 9:30 AM - 5:00 PM

[More Details](#)

Town Council Meeting-Development Review

May 10, 9:30 AM @ Council Chambers

[More Details](#)

TOWN OF PALM BEACH

Town Council Meeting on: March 14, 2017

Section of Agenda Minutes

Agenda Title
TOWN COUNCIL MEETING MINUTES:
Susan A. Owens, MMC, Town Clerk

- a. February 14, 2017, Regular Town Council Meeting Minutes
- b. February 15, 2017, Town Council Development Review Meeting Minutes

Presenter

ATTACHMENTS:

- ❑ **Minutes of the February 14, 2017, Town Council Meeting**
- ❑ **Minutes of the February 15, 2017, Town Council Meeting**

**MINUTES OF THE REGULAR TOWN COUNCIL MEETING
HELD ON TUESDAY, FEBRUARY 14, 2017**

I. CALL TO ORDER AND ROLL CALL

The regular Town Council meeting was called to order on Tuesday, February 14, 2017, at 9:30 a.m., in the Town Council Chambers. On roll call, all of the elected officials were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Deputy Town Clerk Dominguez gave the invocation. Council President Pucillo led the Pledge of Allegiance.

III. APPROVAL OF AGENDA

The following modifications were made to the Agenda:

- **ITEM XI., A.,1., e., MINUTES OF THE JANUARY 10, 2017, CLOSED-DOOR SESSION, A CORRECTION WAS MADE TO THE BACK-UP TO SHOW THAT MARGARET COOPER WAS NOT IN ATTENDANCE.**
- **ITEM XI., A.,2., a., MINUTES OF THE NOVEMBER 9, 2016, LPA MEETING, A CORRECTION WAS MADE TO THE MOTION UNDER THE PRESENTATIONS SECTION.**
- **ITEM XI., A., 2., b., MINUTES OF THE DECEMBER 14, 2016, LPA MEETING, A CORRECTION WAS MADE TO THE MOTION FOR ORDINANCE 24-2016.**
- **ITEM XV., A., ORDINANCE NO. 06-2017, A CORRECTION WAS MADE TO THE BACK-UP ON PAGES 610-612 TO REFLECT THE CHANGES THAT WERE MADE AT THE JANUARY 10, 2017, TOWN COUNCIL MEETING.**

PULLED FROM CONSENT:

- **ITEM XI., C.,1., BUDGET CALENDAR FOR FY18 BUDGET PROCESS, WAS PULLED FROM THE CONSENT AGENDA AND WAS HEARD UNDER ITEM XII. C.**
- **ITEM XI., C.,2., TOWN OF PALM BEACH UNDERGROUND UTILITY PROJECT DASHBOARD, WAS PULLED FROM THE CONSENT AGENDA AND WAS HEARD UNDER ITEM XII. C.**

WITHDRAWALS:

- **ITEM XI.,B.,10., RESOLUTION NO. 18-2017 WAS WITHDRAWN FROM THE AGENDA.**

TIME CERTAIN:

- **ITEM XII.,A.,1., RECREATION CENTER AND SEAVIEW PARK IMPROVEMENTS, WAS SCHEDULED FOR A 10:30 A.M. TIME CERTAIN**
- **ITEM XII.,B.,1., CONSIDERATION OF BAN ON USE OF LEAF BLOWERS IN THE TOWN OF PALM BEACH, WAS SCHEDULED FOR A 11:30 A.M. TIME CERTAIN**

DEFERRALS:

- **ITEM XV., B.,2., ORDINANCE NO. 21-2016, WAS DEFERRED TO THE APRIL 13, 2017, TOWN COUNCIL MEETING**

ADDED:

- **A DISCUSSION OF THE TOWN ATTORNEY'S INQUIRY WITH THE ATTORNEY GENERAL FOR DIRECTION ON THE CMAR BEST VALUE APPROACH UNDER CCNA WAS ADDED UNDER ITEM XIV.C.**

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

IV. CERTIFICATION OF ELECTION RESULTS

- A. RESOLUTION NO. 08-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Declaring the Results of the Election Held on the 7th Day of February 2017.
Gail L. Coniglio, Mayor

Motion was made by Council President Pro Tem Kleid, and seconded by Council Member Zeidman, to approve Resolution No. 08-2017. On roll call, the motion carried unanimously.

V. RECOGNITIONS

- A. Recognition of Michael J. Pucillo for His Years of Service on the Town Council from 2011-2017, Including Two Years of Service as the Town Council President.
Gail L. Coniglio, Mayor

Mayor Coniglio recognized Council President Pucillo for his service and dedication to the community and presented him with a plaque.

- B. Recognition for Service for John T. Gannon, Landmarks Preservation Commission, from May 2014 through December 2016
John S. Page, Director of Planning, Zoning and Building

Mayor Coniglio recognized Mr. Gannon for his service and dedication to the community.

VI. SWEARING IN OF ELECTED OFFICIALS

A. The Honorable Judge Lisa Small

1. Gail L. Coniglio
2. Danielle Hickox Moore
3. Julie K. Araskog

Judge Small performed the swearing in of Mayor Gail L. Coniglio, Town Council Member Danielle Hickox Moore, and Town Council Member Julie K. Araskog.

(Clerk's Notes: Council Member Moore and Council Member Araskog assumed their seats on the dais, the Mayor became the Presiding Officer, and Council President Pucillo left the dais.)

VII. ORGANIZATIONAL ITEMS

A. Election of Town Council President Pursuant to Section 3.01 of the Town Charter

Mayor Coniglio announced that Council Member Kleid was elected as Town Council President.

(Clerk's Note: Town Council President Kleid became the Presiding Officer.)

B. Election of Town Council President Pro Tem Pursuant to Section 3.01 of the Town Charter
Thomas G. Bradford, Town Manager

Town Council President Kleid announced that Council Member Moore was elected as Town Council President Pro Tem.

VIII. COMMENTS OF MAYOR GAIL L. CONIGLIO

Mayor Coniglio spoke regarding the traffic impact from the presidential visits and the efforts being made by the Town to monitor and manage the congestion, informed the residents about her request to the Coast Guard for a one bridge opening per hour, urged residents to sign up for the Town's traffic email and text alert system, addressed the Mar-a-Lago helipad issue and the efforts by the Town in making this allowance.

IX. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

Council Member Lindsay reiterated the Mayor's comments regarding the traffic back-up occurrences, stated that 80-90% of the cars were service vehicles that are required to be off the Island by 3:00 p.m. on Fridays, the need for better communication and coordination from the Secret Service and the Palm Beach County Sherriff's Office, and commented on the well attended, enjoyable and informative Town's Public Safety Day event held on February 10, 2017.

Council Member Zeidman spoke regarding the traffic issues from the presidential visits, suggested that the residents adjust their schedules accordingly, urged citizens to sign up for the traffic alerts, spoke regarding the safety issues and unintended consequences that occurred from sending out the burglary occurrence notices to the Town, and the Town's ongoing Zika Virus prevention and education efforts.

Council President Kleid, the Mayor and the rest of the Council Members welcomed Julie Araskog to the Town Council.

X. COMMUNICATIONS FROM CITIZENS

Bradford Gary, 229 Onondaga Ave., spoke regarding his concerns with noise, lights and environmental hazards from the Mar-a-Lago helipad basing location on the west lawn and suggested a more secure and less intrusive location for the helipad near the ocean side of Mar-a-Lago instead.

Kirk Blouin, Director of Public Safety, responded to a question posed by Council Member Lindsay about the President's preferred method of travel, that he does not know the President's preferred method of travel and that only the Military would have that information. He also acknowledged the political and logistical complexities involved with coordinating presidential transportation, and provided the best way to traverse off the island by using the east and west corridors whenever possible.

Marley Herring, Worth Avenue Association President, and Patty Sans, South County Road Association, spoke regarding their concerns with the impact to local businesses on Worth Ave and S. County Road from the recurring presidential visits and asked the Town Council for guidance on how to handle this issue.

Council President Kleid informed Ms. Herring and Ms. Sans that the Town is limited in what it can do.

Laurel Baker, Worth Avenue Association, spoke regarding her concerns for the local businesses and asked the Town Council to consider an on-island transportation system to address the parking issues and traffic congestion.

Jose Flores, 185 Woodbridge Road, spoke on behalf of Nancy DeMoss regarding the concerns with the noise, environmental impact and traffic jams from the helicopter landings and take-offs, and asked the Town Council to reconsider their decision of the helipad and to ensure its removal after President Trump was no longer in office.

Council Member Moore stated that she shares the Town's concerns and frustrations and reminded everyone that Mr. Trump is the President of the United States, and the Town has to make adjustments and honor the obligations of national security.

Mayor Coniglio spoke regarding the Secret Service's decision to close S. Ocean Blvd. even with the helipad and stressed that the Town is cognizant of the noise issue and will discuss the noise issues with the Secret Service.

Marianne Beyl, 2840 S. Ocean Blvd., spoke regarding her concerns with the impact to the Worth Ave. businesses, the lack of available parking, and the timing of the construction projects at Bradley Park and Undergrounding of Utilities.

Jim Zisson, 3400 S. Ocean Blvd., spoke regarding precedence with helicopter landings and presidential visits and suggested the Town Council look at other locations for the helipad.

Alexander Ives, Architectural Commission (ARCOM) member, spoke regarding the National Historical Preservation Act of 1966 and stressed that the Section 106 review process should be taken under consideration with regard to any potential impact on landmarked sites.

XI. APPROVAL OF CONSENT AGENDA

The following modifications were made to the Consent Agenda:

PULLED FROM CONSENT:

- **ITEM XI., C.,1., BUDGET CALENDAR FOR FY18 BUDGET PROCESS, WAS PULLED FROM THE CONSENT AGENDA AND HEARD UNDER ITEM XII. C.**
- **ITEM XI., C.,2., TOWN OF PALM BEACH UNDERGROUND UTILITY PROJECT DASHBOARD, WAS PULLED FROM THE CONSENT AGENDA AND HEARD UNDER ITEM XII. C.**

WITHDRAWALS:

- **ITEM XI.,B.,10., RESOLUTION NO. 18-2017 WAS WITHDRAWN FROM THE AGENDA.**

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

A. MINUTES**1. TOWN COUNCIL MEETING MINUTES**

Susan A. Owens, MMC, Town Clerk

- a. Minutes of the November 8, 2016, Regular Meeting
- b. Minutes of the December 13, 2016, Regular Meeting
- c. Minutes of the January 6, 2017, Special Town Council Meeting
- d. Minutes of the January 10, 2017, Regular Meeting
- e. Minutes of the January 10, 2017, Closed-Door Session

2. LOCAL PLANNING AGENCY MEETING MINUTES

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

- a. Minutes of the November 9, 2016, LPA Meeting
- b. Minutes of the December 14, 2016, LPA Meeting
- c. Minutes of the January 11, 2016, LPA Meeting

3. DEVELOPMENT REVIEW MEETING MINUTES

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

- a. Minutes of the November 9, 2016, Regular Meeting
- b. Minutes of the December 14, 2016, Regular Meeting
- c. Minutes of the January 11, 2017, Regular Meeting

4. Approval of Major Matters Considered by the Architectural Commission at its Meeting on January 25, 2017.

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

B. RESOLUTIONS

1. RESOLUTION NO. 09-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing and Approving a Purchase Order to Duval Ford in the Amount of \$147,390 for the Purchase of Four (4) 2017 Ford Interceptor Police Rated Utility Vehicles as Recommended by Staff; and Establishing a Total Budget of \$149,000; and Providing an Effective Date.
Kirk W. Blouin, Director of Public Safety
2. RESOLUTION NO. 10-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, authorizing a Contract Renewal with Howroyd Wright Employment Agency, Inc. DBA AppleOne Employment Services, to Provide Temporary Employment Services, and Authorizing the Town Manager to Take Actions Necessary to Complete Said Services.
Jane Struder, Director of Finance
3. RESOLUTION NO. 11-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Continued Services of Greenberg Traurig, LLP, to Represent the Town for Coastal Management Lobbying Services at a Cost Not to Exceed \$30,000 Annually.
Thomas G. Bradford, Town Manager
4. RESOLUTION NO. 12-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Continued Services of Foley & Lardner, LLP, to Represent the Town for Coastal Management Lobbying Services at a Cost Not to Exceed \$60,000 Annually.
Thomas G. Bradford, Town Manager
5. RESOLUTION NO. 13-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Continued Services of Ballard Partners to Represent the Town for General Lobbying Services at a Cost Not to Exceed \$50,000 Annually.
Thomas G. Bradford, Town Manager
6. RESOLUTION NO. 14-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Mayor to Execute an Interlocal Agreement Between the Town of Palm Beach and Palm Beach County Relating to Information Technology Services Installation of a Fiber Data Circuit; Approving the Installation of a New Fiber Circuit by Palm Beach County Information Technology Services in the Amount of \$10,625.50 With Recurring Charges of \$50.00 per Month or \$600.00 Annually for Network Services; Approving the Purchase of a Cisco Router from CDW-G in the Amount of \$1,488.70; and the Total Estimated Amount of \$12,714.20; Establishing a Budget of \$17,714.20 for Said Purchases; and Authorizing the Town Manager to Execute Said Purchases on Behalf of the Town.
Jay Boodheshwar, Deputy Town Manager
7. RESOLUTION NO. 15-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, approving a Contract Extension to Richard Maxwell, Inc. DBA King Tree Service, for Consulting Arborist Services, in the Annual Amount of \$44,200, and Establishing an Annual Project Budget of \$48,865.
H. Paul Brazil, P.E., Director of Public Works

8. RESOLUTION NO. 16-2017 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 and Associates, Inc., in an Amount of \$95,080 for the E-1, E-2, E-4 and G-1 Sanitary Station Improvements, and Establishing a Design and Bid Phase Budget of \$106,000.
H. Paul Brazil, P.E., Director of Public Works
9. RESOLUTION NO. 17-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2017-07 and Approving a Construction Contract to Johnson-Davis, Inc., for the Ocean Outfalls Abandonment Project, in the Amount of \$499,312 and Establishing a Construction Phase Budget of \$510,000.
H. Paul Brazil, P.E., Director of Public Works
10. RESOLUTION NO. 18-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Construction Phase Engineering Services to A.D.A. Engineering, Inc., in an Amount of \$28,376.25 for the Ocean Outfall Abandonments, and Establishing a Construction Phase Budget of \$30,000.
H. Paul Brazil, P.E., Director of Public Works – Item was withdrawn
11. RESOLUTION NO. 19-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Contract Extension to Zimmerman Tree Service, for Palm Tree Trimming in the Amount of \$108,235 and Establishing a Project Budget of \$119,055.
H. Paul Brazil, P.E., Director of Public Works
12. RESOLUTION NO. 20-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving and Authorizing Execution of a National Pollutant Discharge Elimination System Fourth Cycle Permit Interlocal Agreement with the Northern Palm Beach County Improvement District.
H. Paul Brazil, P.E., Director of Public Works
13. RESOLUTION NO. 21-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Resolution No. 45-2016 Previously Approved by the Town Council on April 13, 2016, Which Resolution is Recorded in O.R. Box 28261, Page 0280, Copy of Which is Attached, Correcting Said Resolution to Attach the Correct Exhibits.
H. Paul Brazil, P.E., Director of Public Works

C. OTHER

1. Budget Calendar for FY18 Budget Process
Jane Struder, Director of Finance - Pulled and heard under Regular Agenda – Matters pulled from Consent
2. Town of Palm Beach Underground Utility Project Dashboard
Jane Struder, Director of Finance Pulled and heard under Regular Agenda – Matters pulled from Consent
3. Ratification of the Selection Committee's Recommendation for RFQ No. 2017-01 Professional Engineering Services for the D-14 Pump Station Improvements.
H. Paul Brazil, P.E., Director of Public Works

4. Extension of Waiver to Town Code for Extended Construction Hours and Work During Season for Water Main Relocation by The City of West Palm Beach.

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

5. Authorization for the Public Works Committee to Study Support of Beach Clean Up Activities, and Public Beach Access Improvement Agreements.

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

XII. BOARD/COMMISSION ANNUAL REPORT

- A. Investment Advisory Committee Annual Presentation

Michael F. Andrews, Ph.D., Chair

Chairman Andrews provided an overview of the Investment Advisory Committee's Annual Report.

By consensus of the Town Council, the Investment Advisory Committee's Annual Report was accepted.

XIII. COMMITTEE REPORTS

- A. Report of the Ordinances, Rules, & Standards Committee Meeting of January 12, 2017

Bobbie Lindsay, Chair

Council Member Lindsay provided a verbal overview of the meeting.

By consensus of the Town Council, the Report of the Ordinances, Rules, and Standards Committee Meeting of January 12, 2017 was accepted.

XIV. REGULAR AGENDA

- A. Old Business

1. Recreation Center and Seaview Park Improvements

Beth Zickar, Director of Recreation

TIME CERTAIN: 10:30 A.M.

- a. Business Plan Update

Director Zickar provided an overview of the updated business plan.

Discussion ensued regarding the timing of the project, the business model and the financial scenarios, providing direction to the Recreation Advisory Commission while receiving their input, the priority/timing of the project, staff resources involving management of the project, the use of the Recreation Center by residents and non-residents, the current state of the building, the costs of renovation as opposed to a new building, the improvements to the fields and playground, the desires of residents related to the Recreation Center, the opportunity to partner in costs, and whether to move forward with the project.

Public Comment:

Victoria Donaldson, 227 Brazilian Avenue, spoke regarding construction traffic impacts, and the validity of the survey responses

Anita Seltzer, Cocoanut Row, spoke regarding possible inconsistent language in the business plan, and components of the business plan that may be contrary to the Town's Comprehensive Plan.

Allen Wyett, Northlake Way, spoke regarding residential and non-residential use of the Recreation facilities and the benefit to the community.

Sofia Maduro, 249 Everglade Avenue, spoke regarding the petitions and letters received by the Town in objection to the Recreation Center project, the timing of the project in conjunction with other issues and projects that were ongoing in the Town, and consideration of putting the project on hold.

Motion was made by Council Member Zeidman, and seconded by Council President Pro Tem Moore, to accept the business plan report. On roll call, the motion carried unanimously.

Motion was made by Council Member Zeidman, and seconded by Council Member Araskog, to direct the Recreation Advisory Commission to review the business plan with an emphasis on the conservative and probable scenarios and come back to the Town Council with their recommendations. On roll call, the motion carried unanimously.

- b. RESOLUTION NO. 22-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida Approving a Purchase Order in the amount of \$33,088 to Hedrick Brothers Construction, Inc., for Pre-Construction Phase Services for the Seaview Park and Palm Beach Recreation Center Improvements and Establishing a Pre-Construction Phase Budget of \$80,000.
H. Paul Brazil, Director of Public Works

Director Brazil provided an overview of the Resolution.

Motion was made by Council Member Zeidman, and seconded by Council President Pro Tem Moore, to approve Resolution No. 22-2017. On roll call, the motion carried unanimously.

Motion was made by Council President Pro Tem Moore, and seconded by Council Member Lindsay, to formally accept the donation from the Friends of Recreation and Hedrick Brothers Construction, Inc. to fund the pre-construction phase services. On roll call, the motion carried unanimously.

B. New Business

- 1. Consideration of Ban on Use of Leaf Blowers in the Town of Palm Beach
TIME CERTAIN: 11:30 A.M.

Jay Boodheshwar, Deputy Town Manager

Deputy Town Manager Boodheshwar provided an overview of the discussion for the potential ban on leaf blowers and explained that today would afford a larger public discussion, in order to receive direction and feedback from the Town Council relative to modifications to the Town Code.

Ben Alma, Code Enforcement Manager spoke regarding the current Ordinance in the Town Code that addresses the noise violations and the challenges with enforcing it.

Paul Brazil, Director of Public Works, spoke regarding how the Town deals with leaf blowers and what is happening with material that is being blown into storm drains and the right-of-way, noting that electric leaf blowers were quieter than gas; however, long term maintenance costs were a consideration.

Public Comment:

Bob Jaffe, North Lake Way, spoke regarding the proposals to ban current leaf blowers, the resulting expense to landscapers, and expressed his objection to the proposed ban.

Allen Wyett, North Lake Way, spoke regarding authorizing the residents in the north end of Town to decide, via straw vote, whether they wanted to allow leaf blowers on their streets; this would not affect the rest of the Town where there were no complaints.

Cheryl Hostee, Manager of the 2770 Condominium, and member of the Board of Directors of the Palm Beach Community Managers Association, spoke regarding leaf blower complaints that were often not a true representation of the majority of residents; the majority of the multi-family residents did not object to leaf blowers. She encouraged discussion regarding regulations for residential, but not change multi-family regulations, since the condominiums do not want a change.

Verrick Foster, Dolphin Road, spoke in support of a leaf blower ban.

Ned Barnes, President of Palm Beach Civic Association, spoke acknowledging that the Civic Association agreed that noise was a problem in the community, and suggested that a middle of the road solution be found, rather than banning entirely, suggested trying more aggressive enforcement of existing regulations, and limiting the machines that are used on a property at any given time.

Bruce Toll, S. County Road, spoke regarding the airplane noise in Town being much worse than the leaf blowers, and suggested that the banning of leaf blowers would result in a ban on lawn movers, generators, etc. He estimated that if leaf blowers were eliminated, the cost to residents would escalate.

Bridget Moran, Dunbar Road, spoke against the leaf blower ban, suggesting that there may be other remedies.

John Grossgrove, General Manager Palm Beach Towers, spoke in opposition to eliminating leaf blowers, noting that leaf blowers were required in the maintenance of a Mysore fig tree on the condominium property; if leaf blowers were banned, the financial impact to the Condominium would involve hiring additional personnel.

Bill Metzger, 277 Esplanade Way, spoke regarding reverse mechanisms that were vacuums and shredders.

Louis Guyott, Everglade Ave., spoke in support of a complete ban on leaf blowers, explained that he and his neighbors do not make use of leaf blowers at no additional cost, and suggested a one-year moratorium for leaf blowers.

Kirk Blouin, Director of Public Safety, and Ben Alma, Code Enforcement Manager, spoke regarding staff resources available to enforce leaf blower regulations, and the fines that are administered.

Discussion ensued regarding the storm drain blockages, aesthetics, cost, pollution and noise considerations, the need to find a compromise, increase in costs to the property owners, the impracticability of a moratorium, cost complexities related to electric leaf and battery powered leaf blowers, the Town geographical nature of leaf blower complaints, consideration of construction noise in combination with landscaping tool noise, the difficulties of enforcement, the possibility of banning gas blowers only, limiting the use of gas operated leaf blowers to lots over two acres, and exempting multi-family residences from leaf blower regulations.

Motion was made by Council President Pro Tem Moore, and seconded by Council Member Lindsay, to direct staff to draft an ordinance to be presented to the Town Council, which would prohibit the use of gas-powered leaf blowers in the Town excluding properties that are greater than one acre in size. On roll call, the motion carried unanimously.

2. Consideration of Approval of a Navy Seal Demonstration Using a Helicopter in Conjunction with a Charitable Solicitation Permit

Rebecca Williams and Hector Delgado

Town Council President Kleid, Town Council President Pro Tem Moore, and Council Member Zeidman noted for the record that they were members of the host committee; however, that would not preclude them from voting on this matter.

Rebecca Williams, 232 Seabreeze Avenue, introduced Lieutenant Commander Hector Delgado, Navy Seal, retired, Special Agent with Homeland Security, and with the Secret Service. She requested permission for a helicopter demonstration for the Navy Seal Evening of Tribute on April 3, 2017.

Town Manager Bradford explained that the Town Code Section 14-31, required that aircraft cannot be at an altitude of less than 1,000 feet. That requirement would need to be waived.

Discussion ensued regarding the no-fly zone that would be in place should the President be in Town on that date.

Motion was made by Council President Pro Tem Moore, and seconded by Council Member Zeidman, to waive Section 14-31 of the Town Code in order to allow the Navy Seal Demonstration event to occur. On roll call, the motion carried unanimously.

3. Coastal Update:

H. Paul Brazil, Director of Public Works

a. Shore Line Condition Update

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

C. Matters Pulled From Consent Agenda

1. Budget Calendar for FY18 Budget Process
Jane Struder, Director of Finance

Discussion ensued regarding the April date for the budget workshop meeting.

It was the consensus of the Town Council to schedule a Preliminary Budget Work Shop Meeting on April 20, 2017, at 9:00 a.m.

2. Town of Palm Beach Underground Utility Project Dashboard
Jane Struder, Director of Finance

Finance Director Jane Struder spoke regarding the Underground Utility Project Dashboard that was prepared each month providing an update on the items included in the Dashboard. She noted that back-up material included Gantt Charts for the Master Plan and Design, a financial picture of budget versus actual, and the movement of interest rates.

Mayor Coniglio requested that the Dashboard back-up be provided in color, so as to make it easier to interpret.

Town Manager Bradford spoke regarding the engineer's opinion of cost at \$98.6 million, while the Town budget was \$90 million. He provided information regarding areas where staff was focused on to reduce costs and look for savings with Florida Power & Light (FP & L), and telecom companies; he addressed some of the issues in the letter received from Mr. Rosow.

Discussion ensued regarding the management of the project in regard to the utility company removal of electrical poles and vegetation surrounding the poles, and possible damage to privacy walls and plantings in the easements.

3. Discussion of Town Attorney's Inquiry with the Attorney General
John C. Randolph, Town Attorney

Town Attorney Randolph spoke regarding a formal opinion from the Florida Attorney General regarding the Consultant's Competitive Negotiation Act (CCNA), and requested a motion to approve directing staff to make the inquiry.

Motion was made by Council Member Araskog, and seconded by President Pro Tem Moore, to approve the inquiry by Town Attorney Randolph to the Attorney General regarding the Construction Manager At Risk (CMAR) Best Value Approach under the Consultant's Competitive Negotiation Act (CCNA). On roll call, the motion carried unanimously.

XV. ORDINANCES

A. Second Reading

1. ORDINANCE NO. 04-2017 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 70, Offenses by Creating a new Section 70-9 Entitled

Balloons and Sky Lanterns Release; Providing for the Prohibition on the Release of Balloons and Sky Lanterns Within the Town; Providing Definitions Regarding the Same; Providing for Severability; Providing for Codification; Providing an Effective Date; and for Other Purposes.

Jay Boodheshwar, Deputy Town Manager

Motion was made by President Pro Tem Moore, and seconded by Council Member Lindsay to adopt Ordinance No. 04-2017. On roll call, the motion carried unanimously.

2. ORDINANCE NO. 05-2017 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending Section 2-567 of The Town Code Of Ordinances Relating To The Creation Of An Investment Advisory Committee; Amending Subsection (G) Thereof So As To Include In The Duties Of The Investment Advisory Committee The Obligation To Act As A Citizen Oversight Committee In Regard To The One-Cent Surtax Enacted By Law; To Review The Revenues and Expenditures Of Said Surtax Proceeds By The Town And To File An Annual Report To The Town In Regard To The Committee's Duties As A Citizen Advisory Committee; 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 Member Lindsay, and seconded by Council President Pro Tem Moore to adopt Ordinance No. 05-2017. On roll call, the motion carried unanimously.

3. ORDINANCE NO. 06- 2017 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending The Town Code of Ordinances at Chapter 2, Administration, Article X, Shore Protection Board at Section 2-636, so as to Create Term Limits and so as to Provide for The Appointment of Alternate Members; 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 Council Member Zeidman, and seconded by Council Member Lindsay to adopt Ordinance No. 06-2017. On roll call, the motion carried unanimously.

B. First Reading

1. ORDINANCE NO. 07-2017 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County Florida, Amending Chapter 82 of the Town Code of Ordinances Relating to Personnel, at Article II, Employee Benefits, Division 2, Retirement System; Amending Subdivision I, in General, by Amending Section 82-20, Reserve for Member Contributions; Amending Section 82-134, Retirement Age and Service Conditions for Benefit Group General and Benefit Group Lifeguard; Amending Section 80-135, Amount of Pension for Benefit Group General and Benefit Group Lifeguard; Providing for Severability; Amending Section 82-139, Deferred Retirement Option Program for Members of Benefit Group General and Benefit Group Lifeguard; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Town Attorney Randolph noted that Section 82-20 in the title did not match the Section 82-80 in Section 1. He re-read the ordinance title, so that it would read correctly, as follows:

ORDINANCE NO. 07-2017 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County Florida, Amending Chapter 82 of the Town Code of Ordinances Relating to Personnel, at Article II, Employee Benefits, Division 2, Retirement System; Amending Subdivision I, in General, by Amending Section 82-280, Reserve for Member Contributions; Amending Section 82-134, Retirement Age and Service Conditions for Benefit Group General and Benefit Group Lifeguard; Amending Section 80-135, Amount of Pension for Benefit Group General and Benefit Group Lifeguard; ~~Providing for Severability~~; Amending Section 82-139, Deferred Retirement Option Program for Members of Benefit Group General and Benefit Group Lifeguard; **Providing for Severability**; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Discussion ensued regarding the pension program as it related to Town Council discretion, on returns on investments, the possibility of unfunded liability, salary or pension benefits being more attractive to new employees, and possible further study of the pension program benefits.

Motion was made by Council Member Zeidman to approve Ordinance No. 07-2017, as amended, and seconded by President Pro Tem Moore. On roll call, the motion carried 3 to 2, with Council Members Lindsay and Araskog dissenting.

- a. Consideration of Motion to direct current and future fiscal year savings from Ordinance No. 7-2017 to the Pension Fund to reduce unfunded liability of the Pension Fund.

Jane Struder, Director of Finance

Motion was made by President Pro Tem Moore to direct current and future fiscal year savings from Ordinance No. 7-2017 to the Pension Fund to reduce unfunded liability of the Pension Fund, and seconded by Council Member Zeidman. On roll call, the motion carried unanimously.

2. ORDINANCE NO. 21-2016 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending The Town Code of Ordinances at Chapter 42, Environment; Article V, Noise; Section 42-230, Lawn Maintenance Equipment Noise, so as to Modify the Title; to Provide that Lawn Maintenance Shall be Limited to the Hours of Construction Work at Section 42-199; to Define the Hours and Days, of Operation of Lawn Maintenance Equipment, Providing Certain Exceptions; Providing for Sound Level Meter Measurements; Providing for Definition of Lawn Maintenance Equipment; Providing a Prohibition of Large Scale Landscape Installation on Saturdays; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Jay Boodheshwar, Deputy Town Manager

Deferred to the April 13, 2017 Town Council meeting.

XVI. ANY OTHER MATTERS

Council Member July Araskog thanked everyone for the wonderful welcome.

XVII. ADJOURNMENT

There being no further business, the Town Council Meeting of February 14, 2017, was adjourned at 2:30 p.m.

APPROVED:

Richard M. Kleid
Town Council President

ATTEST:

Susan A. Owens, MPA, MMC
Town Clerk

**MINUTES OF THE DEVELOPMENT REVIEW TOWN COUNCIL MEETING
HELD ON WEDNESDAY, FEBRUARY 15, 2017**

I. CALL TO ORDER AND ROLL CALL

The Development Review Town Council meeting was called to order on Wednesday, February 15, 2017, at 9:30 A.M., in the Town Council Chambers. On roll call, all of the elected officials were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. RECOGNITIONS - None

IV. COMMENTS OF MAYOR GAIL L. CONIGLIO

Mayor Coniglio acknowledged input from residents regarding helicopters and helicopter platforms. She provided information from the Department of Environmental Protection and The Palm Beach County Sheriff's Office.

VI. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

Council Member Zeidman expressed thanks to Governor Scott for allocation of \$13,000,000 to the University of Miami for Zika research.

VII. COMMUNICATIONS FROM CITIZENS - None

VIII. APPROVAL OF AGENDA

The following changes were made to the agenda:

Deferrals: The following items were deferred to the March 15, 2017, Town Council meeting:

- Item No. IX.A.1.a., Special Exception #28-2016 With Site Plan Review and Variances
- Item No. IX.A.1.b., Special Exception #29-2016 With Site Plan Review and Variances
- Item No. IX.A.1.c., Special Exception #30-2016 With Site Plan Review and Variances
- Item No. IX.A.1.d., Variance #1-2017
- Item No. IX.A.1.f., Variance #25-2016
- Item No. IX.A.2.b., Site Plan Review #1-2017
- Item No. IX.A.2.c., Site Plan Review #2-2017

Withdrawal: Item No. IX.A.2.f., Variance #7-2017

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

IX. PUBLIC HEARINGS

- 1 A. RESOLUTION NO. 24-2017 A Resolution Of The Town Council Of The Town
2 Of Palm Beach, Palm Beach County, Florida, Ratifying And Confirming The
3 Determination Of The Landmarks Preservation Commission That The
4 Property Known As **132 Clarke Avenue** Meets The Criteria Set Forth In
5 Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of
6 Ordinances Of The Town Of Palm Beach; And Designating Said Property As
7 A Town Of Palm Beach Landmark Pursuant To Ordinance No. 2-84, Also
8 Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town
9 Of Palm Beach.

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

11
12 Deputy Clerk Ruderman swore in all who would be providing testimony.

13
14 The following ex-parte communications were declared: Mayor Coniglio had a
15 conversation with Nikita Zukov regarding his support of the Landmark process;
16 Council President Pro Tem Moore drove by the property; Council Member
17 Zeidman had a conversation with Page Lee Hufty and Rene Silvin in support of the
18 Landmark process.

19
20 Assistant Director Close provided details of the property.

21
22 Landmark Consultant, Emily Stillings of Murphy Stillings, LLC provided further
23 detail on the property.

24
25 **Motion was made by Council President Pro Tem Moore, and seconded by Council**
26 **Member Zeidman, that the designation report become part of the record. On roll**
27 **call, the motion carried unanimously.**

28
29 Rene Silvin, Australian Avenue, spoke on behalf of homeowner John Gooch who
30 is in support of landmarking his property.

31
32 **Motion was made by Council Member Lindsay, and seconded by Council Member**
33 **Araskog, to approve Resolution No. 24-2017. On roll call, motion carried**
34 **unanimously.**

35
36 **X. RESOLUTIONS**

- 37
38 A. RESOLUTION NO. 23-2017 A Resolution Of The Town Council Of The Town Of
39 Palm Beach, Palm Beach County, Florida, Declaring Zoning In Progress Relating
40 To Zoning Items Under Study By The Town As Enumerated In Exhibit "A"
41 Attached Hereto; Requiring That No Permits Or Approvals Be Issued By The
42 Department Of Planning, Zoning And Building During The Period That Zoning Is
43 In Progress For Any Activity Or Project In Contravention Of Any Proposal Under
44 Study; Providing An Effective Date.

45
46 *John S. Page, Director of Planning, Zoning & Building*

47
48 Zoning Administrator Castro provided an overview.

49
50 **Motion was made by Council Member Zeidman, and seconded by Council**
51 **Member Araskog, to authorize staff, the Planning & Zoning Commission, and the**
52 **Ordinances, Rules, and Standards Committee to study all activity in the**
53 **conservation district with the aim to regulate and control, oversee and monitor**
54 **vegetation removal. On roll call, the motion carried unanimously.**

Motion was made by Council Member Zeidman, and seconded by Council President Pro Tem Moore, to approve Resolution No. 23-2017. On roll call, the motion carried unanimously.

XI. DEVELOPMENT REVIEWS

A. Variances, Special Exceptions, and Site Plan Reviews

1. Old Business

- a. SPECIAL EXCEPTION #28-2016 WITH SITE PLAN REVIEW AND VARIANCES The application of Gregory Fisher; relative to property commonly known as **316 Seabreeze Ave.**, described as lengthy legal description on file; located in the R-B Zoning District.

The applicant is requesting a special exception with site plan review to allow the construction of a 2,700 square foot two-story, single family residence on two platted lots which combined creates a lot that is 50 feet in width in lieu of the 100 foot minimum required and 6,125 square feet in area in lieu of the 10,000 square foot minimum area required.

The following variances are being requested. To allow a 6 foot west side yard setback for the two story portion in lieu of the 15 foot minimum required and to allow a 6 foot east side yard setback for the one story portion in lieu of the 12.5 foot minimum required. [Attorney: Maura Ziska, Esq.] [Architectural Commission deferred the Project to the January 25, 2017 meeting. Carried 7-0] [Architectural Commission deferred the Project to the February 22, 2017 meeting. Carried 7-0]

[Attorney: Maura Ziska, Esq.] [Architectural Commission deferred the Project to the January 25, 2017 meeting. Carried 7-0] [Architectural Commission deferred the Project to the February 22, 2017 meeting. Carried 7-0]

*John S. Page, Director of Planning, Zoning & Building – **Deferred to March 15, 2017, Town Council meeting***

- b. SPECIAL EXCEPTION #29-2016 WITH SITE PLAN REVIEW AND VARIANCES The application of Gregory Fisher; relative to property commonly known as **320 Seabreeze Ave.**, described as lengthy legal description on file; located in the R-B Zoning District.

The applicant is requesting for approval of a special exception with site plan review to allow the construction of a 2,713 square foot two-story, single family residence on two platted lots which combined creates a lot that is 50 feet in width in lieu of the 100 foot minimum required and 6,125 square feet in area in lieu of the 10,000 square foot minimum area required. The following variances are being requested. To allow a 6 foot east side yard setback for the two story portion in lieu of the 15 foot minimum required and to allow a 6 foot west side yard setback for the one story portion in lieu of the 12.5 foot minimum required.

[Attorney: Maura Ziska, Esq.] [Architectural Commission deferred the Project to the January 25, 2017 meeting. Carried 7-0] [Architectural Commission deferred the Project to the February 22, 2017 meeting. Carried 7-0]

*John S. Page, Director of Planning, Zoning & Building – **Deferred to March 15, 2017, Town Council meeting***

- c. SPECIAL EXCEPTION #30-2016 WITH SITE PLAN REVIEW AND VARIANCES The application of Town of Palm Beach (Tom Bradford, Town Manager); relative to property commonly known as **340 Seaview Ave.**, described as lengthy legal description on file; located in the R-B Zoning District. The applicant is requesting a special exception with site plan review to approval to allow a new two-story 33,810 square foot Recreation Center for the Town of Palm Beach that will include a new athletic field, parking lot, gymnasium, tennis pro shop, multi-purpose room, fitness center with locker rooms, concession area, classrooms, offices and new maintenance building, new tennis backboard, new scoreboard. A second special exception request is to allow for a rebound wall to be constructed on the north side of the new maintenance building. The following variances are being requested in order to construct the new community center: 1) A west side yard setback of 10 feet in lieu of the 30 foot minimum required for properties that are in excess of 20,000 square feet; 2) A north side yard setback of 8 feet in lieu of the 30 foot minimum required for properties that are in excess of 20,000 square feet; 3) A street rear yard setback for the new parking lot on Royal Palm Way of 4 feet in lieu of the 35 foot minimum required for properties that are in excess of 20,000 square feet; 4) an east side yard setback of 4 feet in lieu of the 30 foot minimum required for the new parking lot on Royal Palm Way for properties that are in excess of 20,000 square feet; 5) a height of 27 feet in lieu of the 22 foot maximum allowed; 6) an overall height of 35 feet in lieu of the 30 foot maximum allowed; 7) a vertical distance to the top of beam of 30.75 feet in lieu of the 26 foot maximum distance allowed from the crown of street to top of beam; 8) landscaped open space of 43% in lieu of the 55% minimum required for properties that are in excess of 20,000 square feet; 9) parking lot interior landscaped open space of 5% in lieu of the 10% minimum required; 10) to allow signage on the proposed scoreboard which would exceed the maximum signage allowed (of one for each street frontage); 11) to allow three (3) air-conditioning units to be on the roof that is in excess of the 4 foot maximum allowed. The proposed A/C units will be 5 feet tall plus the height of the stand. [Attorney: Maura Ziska, Esq.] [Architectural Commission Recommendation: Implementation of the proposed variance will not cause negative architectural impact to the subject property with existing parking or Option B. Carried 4-3] [Architectural Commission deferred the Project to the February 22, 2017 meeting. Carried 7-0]

*John S. Page, Director of Planning, Zoning & Building – **Deferred to the March 15, 2017, Town Council meeting***

- d. VARIANCE #1-2017 The application of Rosemin Stanoytchev; relative to property commonly known as **157 Peruvian Ave.**, described as lengthy legal description on file; located in the R-C Zoning District. The applicant is requesting a variance to build a two-story, 3,911 square foot (including the garage) single-family residence on a lot with an area of 6,250 square feet, in lieu of the 10,000 square foot minimum required, and a lot width of 50 feet, in lieu of the 75 foot minimum

required. [Attorney: David E. Klein, Esq.] [Architectural Commission deferred the project to its January 25, 2017 meeting.] [Architectural Commission deferred the Project to the March 22, 2017 meeting. Carried 7-0]

*John S. Page, Director of Planning, Zoning & Building – **Deferred to the March 15, 2017, Town Council meeting***

- e. VARIANCE #2-2017 The application of Glen Dubin; relative to property commonly known as **1090 N. Lake Way**, described as lengthy legal description on file; located in the R-B Zoning District. The applicant is proposing to install a 10.75 foot tall sculpture in their backyard which would have a 11.08 foot setback in lieu of the 25 foot minimum setback required for structures over 4 feet tall on properties abutting the Lake Trail. [Attorney: Maura Ziska, Esq.] [Architectural Commission deferred the project to its January 25, 2017 meeting.] [Architectural Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject property. Carried 4-3] *John S. Page, Director of Planning, Zoning & Building*

The following ex-parte communications were declared. Council Member Lindsay received a call from Maura Ziska who advocated the position of her client. Council Member Araskog received a call from Maura Ziska who advocated the position of her client. She also spoke with John Corey of the Architectural Commission who said that the material could be a problem; Maisy Grace of the Architectural Commission who was fine with it and Michael Small of the Architectural Commission who was fine with it. Council President Kleid spoke with Maura Ziska, who advocated the position of her client. Council Member Moore spoke with Maura Ziska, who advocated the position of her client and attended the ARCOM meeting where this item was under discussion. Council Member Zeidman spoke with Maura Ziska, who advocated the position of her client.

Attorney Ziska provided an overview of applicant's request.

Zoning Administrator Castro provided Staff's comments.

Discussion ensued regarding statue dimensions, potential locations, and setbacks.

Motion was made by Council President Pro Tem Moore, and seconded by Council Member Lindsay, that Variance #2-2017 shall be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7, have been met with the caveat that the sculpture be moved an additional 5' eastward. On roll call, the motion carried 4-1 with Council Member Araskog dissenting.

- f. VARIANCE #25-2016 The application of Maura Ziska, Manager of Barnacle PB LLC; relative to property commonly known as **221 Oleander Ave.**, described as lengthy legal description on file; located in the R-C Zoning District. The applicant requests a variance to allow construction of a new 2,930 square foot, two story residence on a lot with a depth of 56 feet in lieu of the 100 foot minimum required and a lot

area of 4,200 square feet in lieu of the 10,000 square foot minimum; a variance to allow lot coverage to be 41.6% in lieu of the 30% maximum allowed; a variance to allow a front yard setback to be 13.5 feet in lieu of the 25 foot minimum; and a variance to allow a rear yard setback to be 10 feet in lieu of the 15 foot minimum required. [Attorney: Maura Ziska, Esq.] [Architectural Commission Recommendation: Implementation of the proposed variance will not cause negative architectural impact to the subject property. Carried 7-0] [Architectural Commission deferred the Project to the February 22, 2017 meeting. Carried 7-0]

*John S. Page, Director of Planning, Zoning & Building - **Deferred to March 15, 2017, Town Council meeting***

2. New Business

- a. SPECIAL EXCEPTION #2-2017 WITH SITE PLAN REVIEW AND VARIANCE The application of Edward Leevan, Manger; relative to property commonly known as **2842 S. Ocean Blvd.**, described as lengthy legal description on file; located in the R-D (2)/Beach Area Zoning District. The applicant is requesting a special exception with site plan review to modify the site plan to allow a temporary tent over the parking lot that contains 40 parking spaces from March 30, 2017 to April 7, 2017 to allow for a conference to be hosted at the Tideline Ocean Resort & Spa. The following variance is requested: a) a variance request to temporarily eliminate the (40) required off street parking spaces for the dates identified. [Attorney: Maura Ziska, Esq.]

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

The following ex-parte communications were declared. Council President Kleid, Council Member Araskog, Council Member Lindsay, and Council President Pro Tem Moore spoke with Maura Ziska who advocated for her client. Council President Pro Tem Moore also drove by the property.

Attorney Ziska provided an overview of the applicant's request.

Zoning Administrator Castro provided Staff's comments.

Motion was made by Council Member Lindsay, and seconded by Council Member Araskog, that Special Exception #2-2017 with Site Plan Review shall be granted based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met. On roll call, the motion carried unanimously.

Motion was made by Council Member Lindsay, and seconded by Council Member Araskog, that the Variance related to Special Exception #2-2017 shall be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7, have been met. On roll call, the motion carried unanimously.

- b. SITE PLAN REVIEW #1-2017 The application of 235 Via V PB LLC (Stuart Kapp, Manager); relative to property commonly known as **235 Via Vizcaya.**, described as lengthy legal description on file; located in the R-A

Zoning District. The applicant is requesting a site plan review to allow the construction of a 7,444 square foot two-story, single family residence on a non-conforming platted lot which is 15,344 square feet in area in lieu of the 20,000 square foot minimum area required; 47.25 in width in lieu of the 125 foot minimum required; and 97.58 feet in depth in lieu of the 150 foot minimum required. [Attorney: Maura Ziska, Esq.] [Architectural Commission deferred the Project to the February 22, 2017 meeting. Carried 7-0]

John S. Page, Director of Planning, Zoning & Building – Deferred to the March 15, 2017 Town Council meeting

- c. SITE PLAN REVIEW #2-2017 The application of JDC Florida Properties LLC (Stuart Kapp, Manager); relative to property commonly known as **12 Via Vizcaya.**, described as lengthy legal description on file; located in the R-A Zoning District. The applicant is requesting a site plan review to allow the construction of a 6,958 square foot two-story, single family residence on a non-conforming platted lot which is 15,102 square feet in area in lieu of the 20,000 square foot minimum area required; 106.67 in width in lieu of the 125 foot minimum required; and 100.17 feet in depth in lieu of the 150 foot minimum required. [Attorney: Maura Ziska, Esq.] [Architectural Commission deferred the Project to the February 22, 2017 meeting. Carried 7-0]

John S. Page, Director of Planning, Zoning & Building – Deferred to the March 15, 2017 Town Council meeting

- d. VARIANCE #5-2017 The application of Ann DesRuisseaux; relative to property commonly known as **1090 N. Ocean Blvd.**, described as lengthy legal description on file; located in the R-B Zoning District. The applicant is proposing to renovate a two-story residence with 994 square feet of one and two story additions increasing the residence from 6,141 square feet to 7,135 square feet total and require the following variances: 1) cubic content ratio ("CCR") of 4.99 in lieu of the 4.35 existing and the 3.96 maximum CCR allowed; 2) south side yard setback of 10 feet in lieu of the 12.5 foot minimum set back required for the proposed one story addition to the existing garage; 3) south side yard setback of 10 feet in lieu of the 15 foot minimum set back required for the proposed two story additions to expand and add to the upstairs bedrooms. [Attorney: Maura Ziska, Esq.] [Architectural Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject property. Carried 7-0]

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

The following ex-parte communications were declared. Council Member Araskog met with Maura Ziska who advocated for her client; and has been in the home several times. Council Member Lindsay spoke with Maura Ziska who advocated for her client. Mayor Coniglio had a conversation with property owners who advocated their position. Council President Kleid, Council President Pro Tem Moore, and Council Member Zeidman spoke with Maura Ziska who advocated the position of her client.

Attorney Ziska provided an overview of applicant's request.

Architect Caroline Forrest provided additional details.

Zoning Administrator Castro provided Staff's comments.

Motion was made by Council Member Zeidman, and seconded by Council Member Lindsay, that Variance #5-2017 shall be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7, have been met. On roll call, the motion carried unanimously.

- e. VARIANCE #6-2017 The application of Charlotte L. Beers; relative to property commonly known as **82 Middle Road**, described as lengthy legal description on file; located in the R-B Zoning District. The applicant is proposing the following additions onto the existing residence: 1) Construct a one story 35 square foot infill addition to an existing bathroom; 2) construct a one story 5 square foot infill addition to the kitchen; 3) construct a one story 192 square foot addition for a car port. The following variances are being requested to accomplish the above improvements: 1) Cubic content ratio ("CCR") of 6.05 in lieu of the 6.00 existing and the 4.02 maximum CCR allowed; 2) Lot coverage of 33.7% in lieu of the 31.3% existing and the 30% maximum allowed. [Attorney: Maura Ziska, Esq.] [Architectural Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject property. Carried 7-0]

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

The following ex-parte communications were declared: Council Member Araskog, Council President Kleid, Council Member Zeidman and Council President Pro Tem Moore spoke with Maura Ziska who advocated for her client. Council President Pro Tem Moore has been inside the home.

Attorney Ziska provided an overview of applicant's request.

Architect Mark Marsh provided additional details.

Zoning Administrator Castro provided Staff's comments.

Motion was made by Council Member Zeidman, and seconded by Council Member Lindsay, that Variance #6-2017 shall be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7, have been met. On roll call, the motion carried unanimously.

- f. VARIANCE #7-2017 The application of Maurice Pinsonnault; relative to property commonly known as **1632 S. Ocean Blvd.**, described as lengthy legal description on file; located in the R-A Zoning District. The applicant is proposing a new 10,897 square foot two-story, single family residence which will require the following variances: 1) a request for a point of measurement of 22.5 NGVD ("National Geodetic Vertical Datum") in lieu of the 20.56 NGVD maximum allowed; 2) a request for a front yard setback (on Seagrape Circle) for the entry feature to be 33.5 feet in lieu of the 35 foot maximum required; 3) a request for the height of the retaining wall along the west property line to be 9 feet tall in lieu

of the 6 and 7 foot maximum allowed; 4) a request to have a building height plan setback 50.33 in lieu of the 66.9 foot minimum setback required for the architectural features which include the gable roof and two chimneys; 5) a request to allow two chimneys at a height of 37 feet in lieu of the 35 foot maximum allowed. [Attorney: Maura Ziska, Esq.] [Architectural Commission deferred the Project to the March 22, 2017 meeting. Carried 7-0]

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

- g. VARIANCE #8-2017 The application of Maura Ziska, Trustee; relative to property commonly known as **101 El Brillo Way**, described as lengthy legal description on file; located in the R-A Zoning District. The applicant is renovating a Landmarked residence which includes a proposal to add a 7,873 square foot, two story addition with a basement to the west side of the residence for a new kitchen and guest wing and a 252 square foot two story addition to the east side of the residence to enlarge the existing office/den. The following variances are being requested: 1) a rear yard setback of **8.25 8.9** feet in lieu of the 15 foot minimum required for the guest wing addition on the west side of the residence (268 square feet is encroaching in the setback); 2) a rear yard setback of 10.33 in lieu of the 15 foot minimum required for the office/den addition to the east side of the residence (70 square feet is encroaching in the setback). [Attorney: Maura Ziska, Esq.] [Landmarks Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject landmark property. Carried 7-0]

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

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

Attorney Ziska provided an overview of the applicant's request.

Architect Rafael Portuondo provided additional details.

Zoning Administrator Castro provided Staff's comments.

Discussion ensued regarding completion of architecture.

Motion was made by Council President Pro Tem Moore, and seconded by Council Lindsay, that Variance #8-2017 shall be granted and find, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7, have been met. On roll call, the motion carried unanimously.

(Clerk's Note: 8.25 feet in description was corrected to 8.9 feet)

(Clerk's Note: The Town Council recessed 11:05 A.M., and reconvened at 11:15 A.M.)

3. Other

- a. Stop Work Order Under 3-Strike Rule 146 Atlantic Avenue

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

Assistant Director Close provided an overview of the issue.

Andrew Sciame of Sciame Homes provided additional information on the project and explained how the duplication of parking passes occurred.

Motion was made by Council Member Lindsay, and seconded by Council Member Araskog, to remove (lift) Stop Work Order subject to all recommended staff conditions (see Memo of February 1, 2017). On roll call, the motion carried unanimously.

A. Second Reading

1. ORDINANCE NO. 1-2017 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Town Code Of Ordinances At Chapter 134, Zoning, As Follows: At Article VI, District Regulations, Section 134-1259, Special Exception Uses, By Allowing Outdoor Seating As A Special Exception Use In The C-PC Zoning District; Renumbering Existing Section 134-1260 And Subsequent Sections, And Creating A New Section 134-1260 In The C-PC Zoning District Titled "Stands, Seating Dining Area And Open Counters For Eating And Drinking"; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

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

Town Attorney Randolph indicated that an agreement has been executed by the owner. It indicates that owners will abide by the terms of the 1979 Agreement and that owners will not consider this to be further development.

Motion was made by Council Member Zeidman, and seconded by Council Member Lindsay, to adopt Ordinance No. 1-2017, on second and final reading. On roll call, the motion carried unanimously.

XII. ANY OTHER MATTERS

- A. Planning & Zoning Commission Record & Report
Comprehensive Plan Update, Commercial Storage Use and Off-Street Parking

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

Assistant Director Close provided an overview stressing that critical principles of Comprehensive Plan remain unchanged. This update was not intended to be an entire review of the plan.

Richard Cannone of Calvin Giordano & Associates, presented revisions to the Comprehensive Plan per direction of the Town Council at their last meeting.

Discussion ensued regarding suggested changes.

Anne Pepper, 333 Seaspray Avenue, questioned the need for neighborhood improvement districts and underground utilities verbiage.

Susan Watts, 44 Cocoanut Row, suggested other changes regarding the Recreation Center.

Anita Seltzer, 44 Cocoanut Row, made comments on concerns about the Comprehensive Plan.

Motion was made by Council Member Araskog, and seconded by Council President Pro Tem Moore, to accept the changes prepared by Calvin Giordano to the Comprehensive Plan, and to direct Staff to draft an Ordinance for Local Planning Agency and Council consideration in March incorporating the new changes as discussed at the February 15th meeting for transmittal to the Florida Department of Economic Development. On roll call, the motion carried unanimously.

Zoning Administrator Castro provided an update on the section of the Record and Report with regard to storage and off-street parking.

Motion was made by Council Member Araskog, and seconded by Council Member Zeidman, to direct Staff to draft an Ordinance for Local Planning Agency and Council consideration in March pertaining to commercial storage. On roll call, the motion carried unanimously.

Mayor Coniglio brought up the issue of time constraints with respect to submittal deferrals on combination projects. Zoning Administrator Castro suggested changing deadline dates.

Assistant Director Close said this topic would be put on the ARCOM agenda for discussion.

No off-street parking Code requirements will be pursued.

XIII. ADJOURNMENT

There being no further business, the February 15, 2017 Town Council meeting was adjourned at 12:37 P.M.

APPROVED:

Richard M. Kleid
Town Council President

PREPARED BY:

Kathleen Ruderman, Administrative Assistant

ATTEST:

Susan A. Owens, Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: March 14, 2017

Section of Agenda

Minutes

Agenda Title

Approval of Major Matters Considered by the Architectural Commission at its Meeting of February 22, 2017.

Presenter

John S. Page, Planning, Zoning and Building

ATTACHMENTS:

- ▣ **Memorandum Dated February 24, 2017 from John S. Page, Director of Planning, Zoning and Building**
- ▣ **Minutes of the Architectural Commission Meeting of February 22, 2017**

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 14, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Approval of the Architectural Commission Meeting Minutes of February 22, 2017

Date: February 24, 2017

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the major items that were approved by ARCOM at the regularly scheduled meeting of February 22, 2017.

BOARD OR COMMISSION RECOMMENDATION

The Architectural Commission recommends that the Town Council approve the major items which were considered at the regularly scheduled meeting of February 22, 2017.

GENERAL INFORMATION

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

Attachment

JSP:kmc



TOWN OF PALM BEACH

PLANNING, ZONING AND BUILDING DEPARTMENT

MINUTES OF THE REGULAR ARCHITECTURAL COMMISSION MEETING HELD ON WEDNESDAY, FEBRUARY 22, 2017

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

I. CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Mr. Sammons.

II. ROLL CALL

Richard Sammons, Chairman	PRESENT
Ann L. Vanneck, Vice Chairman	PRESENT
Peter I. C. Knowles, Member	PRESENT
Martin D. Gruss, Member	PRESENT
Robert N. Garrison, Member	PRESENT
Alexander C. Ives, Member	PRESENT
Michael B. Small, Member	PRESENT (did not return after lunch)
Maisie Grace, Alternate Member	PRESENT
John David Corey, Alternate Member	PRESENT
Betsy Shiverick, Alternate Member	PRESENT

Staff Members present were:

John Page, Director of Planning, Zoning & Building

John Lindgren, Planning Administrator

Kelly Churney, Secretary to the Architectural Review Commission

III. PLEDGE OF ALLEGIANCE

Mr. Sammons led the Pledge of Allegiance.

IV. APPROVAL OF THE MINUTES FROM THE JANUARY 25, 2017 MEETING

Motion made by Mr. Garrison and seconded by Mr. Ives to approve the minutes from the January 25, 2017 meeting. Motion carried with all in favor.

V. APPROVAL OF THE AGENDA

Motion made by Mr. Garrison and seconded by Mrs. Vanneck to approve the agenda as presented. Motion carried with all in favor.

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

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

Mr. Page stated that Mr. Sammons declared a conflict for a project at 261 El Dorado Ln. at the January 25, 2017 meeting and had correctly completed the 8B form in accordance with State Law.

Mr. Page also stated that Mrs. Vanneck declared a conflict for the project at 1332 N. Ocean Blvd. at the January 25, 2017 meeting and had correctly completed the 8B form in accordance with State Law.

Mr. Page stated that Town Attorney Skip Randolph could not be in attendance today but that Attorney James Gavigan would be sitting in his place.

Mr. Sammons stated that the Commission would be breaking close to Noon for a one-and-a-half-hour lunch break.

VII. PROJECT REVIEW

A. MAJOR PROJECTS-OLD BUSINESS

B-059-2016 Demolition/New Residence

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S) -

Done 12/28/16

Address: 221 Oleander Ave.

Applicant: Barnacle PB LLC

Architect: Michael J. Johnson Architect, P.A.

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

VARIANCE INFORMATION: The applicant requests a variance to allow construction of a new 2,930 square foot, two story residence on a lot with a depth of 56 feet in lieu of the 100 foot minimum required and a lot area of 4,200 square feet in lieu of the 10,000 square foot minimum; a variance to allow lot coverage to be 41.6% in lieu of the 30% maximum allowed; a variance to allow a front yard setback to be 13.5 feet in lieu of the 25 foot minimum; and a variance to allow a rear yard setback to be 10 feet in lieu of the 15 foot minimum required.

At the October meeting, a motion carried to approve the demolition. A second motion carried to defer the project for one month for restudy to the November 30, 2016 meeting. At the November meeting, a motion carried to defer the project for restudy to the December 28, 2016 meeting paying close attention to the comments from the chairman. At the December meeting, a motion carried that the implementation of the proposed variance will not cause negative architectural impact to the subject property. A second motion carried to approve the architectural portion of the project as submitted. A third motion carried to defer the landscaping to the January 25, 2017 meeting. At the January meeting, a motion carried to defer the project to the February 22, 2017 meeting at the staff's request.

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

Mr. Skowron presented the proposed changes that were requested at the last meeting. He presented a site plan and proposed elevations.

Mr. Knowles stated that the title block on three of the plans showed the wrong address. Mr. Skowron stated he would correct the record with staff.

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

[B-064-2016 Demolition/New Construction](#)

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)

Address: 316 Seabreeze Ave.

Applicant: Mr. & Mrs. Gregory Fisher

Architect: Patrick Segraves, SKA Architect + Planner

Project Description: Demolition of existing house and new construction of 2,800 square foot Mediterranean Revival two-story home. Home will consist of three bedrooms and two and one half baths with living room, dining room and kitchen. Final landscape/hardscape to be included.

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

At the October meeting, a motion carried to approve the demolition. A second motion carried to defer the architectural presentation of the new construction to the November 30, 2016 meeting. At the November meeting, a motion carried to defer the project to the January 25, 2017 meeting for significant redesign. At the January meeting, a motion carried to defer the project to the February 22, 2017 meeting for restudy.

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

Mr. Segraves put an existing versus proposed site plan comparison on the overhead for the Commissioners. He reviewed the proposed distance between all structures. He presented an aerial site plan, contextual site plan, streetscape, colored renderings of both proposed homes, elevation renderings, floor plans and provided an overview of the site plan showing the pools. Mr. Segraves indicated all changes that are being proposed. Mr. Segraves then went to each individual home, both 316 and 320 Seabreeze Ave and presented surrounding photos, colored renderings of all elevations, previously proposed and currently proposed elevations, details of the doors and windows, sections through the houses, materials to be used and indicated the changes that were made since last presentation.

Mr. Corey questioned the height of the proposed home in relation to the other homes on the street. Mr. Segraves responded and put a revised streetscape on the overhead. There was a short discussion about the heights of the proposed homes.

Mr. Garrison addressed the new FEMA regulations and how that will affect future development compared to the existing homes on the lower streets.

Commissioners Comments: One member liked the changes and thought the footprint was better but still felt the overall heights were too high compared to the widths of the homes. Another Commissioner thought that both homes had character now and the distances between the side yards were acceptable. Two of the members thought the floor to ceiling heights were still too similar and thought the Mediterranean Revival house could still use more restudy. Some members thought that the house at 316 were now in harmony with the character in the neighborhood. One member thought that the entrance tower at 316 was adding to the height of proposed home.

Mr. Sammons provided the following comments regarding the house at 316 Seabreeze Ave: the joint in the center of the front entry arch needs to be removed, the door on the side elevation seemed a little lost, provide some differentiation on the top and bottom windows, he recommended shutters be placed on the windows, the windows on the west elevation are too close to the side of the house, the breezeway needed tie rods, the corbels are shown incorrectly attached to the side of the post and need to be changes so that the posts are under the corbels.

Mr. Sammons provided the following comments regarding the house at 320 Seabreeze Ave: the house has the same windows as the 316 house and should be changed to sash windows, questioned the support of the second floor structure that floats over the first floor dining room, the door on the side elevation with a giant fixture seemed a little lost, questioned how the roof rafter sits against the outside wall and suggested to drop the second floor, questioned the garage door on the rear of the property, reduce the size of the proposed 8 x 8 beams on the pergola, restudy the capitals on top of the posts, restudy the champers on the columns.

Mr. Gruss stated he thought that side elevations of each home, including doors and windows, are almost identical in design and thought they were excessively similar.

Mr. Skowron presented the landscape site plans for both proposed homes. He indicated all of the changes that had been made since the last meeting and presented all elevations of the proposed landscaping for both proposed homes. Mr. Skowron stated that he would propose a wall between the proposed home at 316 Seabreeze and the cottage to the east of the home.

Commissioners Comments: Some of the Commissioners thought that the proposed Italian Cypress trees were making the vertically of the front entrance worse while others liked the proposed trees. There was some concern that the landscaping did

not make an attempt to differentiate the homes. One member asked that the landscaping be changed to have more differentiation.

Mrs. Vanneck expressed concern that the suggestions made for the landscape at 320 Seabreeze Avenue were not followed, especially the inclusion of a shade tree in the front of the residence. Mr. Skowron responded by stating a shade tree was proposed next to the hedge. Mrs. Vanneck expressed further concern about the proposed shade tree. She also asked why the second floor windows on the east elevation at 320 were not screened.

Ms. Grace asked to address the neighbor to the east's concerns. Mr. Skowron stated he would propose a 6 foot wall between the two properties, with an exception of lowering the wall to 4 feet in the front setback.

Mr. Corey suggested that the architect pays more attention in the future to the heights of the homes, street heights, how the driveway and steps from the street into the home will be arranged as this is a concern by many neighbors. He stated he thought the setbacks were acceptable. Mr. Corey stated that the front of the proposed home at 320 looks like the back of the home and needs more restudy, the front upper windows seem heavy and the door under the pergola seemed like a back door entrance. Mr. Corey also questioned the shade tree on 320 that is built into the hedge.

Mr. Segraves stated that Mrs. Fisher wrote a letter to the Town stating that there is plenty of shade on the street.

Dorothy Martin, 312 Seabreeze Avenue, questioned the approval of the project and items that would be approved. She also expressed her concern about making sure a privacy wall is placed between her property and the proposed home at 316. She also stated that the hedge in front of 320 is extremely old and should be replaced.

Anne Pepper, 333 Seaspray Avenue, stated she is glad the proposed homes look different. She asked if the driveway materials could be different. She also asked if the roof pitch on the proposed home at 320 could be lowered.

Motion made by Mr. Small and seconded by Mr. Ives that the implementation of the proposed variance would not cause negative architectural impact to the subject property at 316 Seabreeze Avenue. Motion carried with all in favor.

A second motion made by Mr. Small and seconded by Mr. Garrison to approve the project at 316 Seabreeze Avenue as presented to include the caveat that a 6-foot privacy wall on the east property line. Motion passed 5-2 with Messrs. Gruss and Ives opposed.

[B-065-2016 Demolition/New Construction](#)

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)

Address: 320 Seabreeze Ave.

Applicant: Mr. & Mrs. Gregory Fisher

Architect: Patrick Segraves, SKA Architect + Planner

Project Description: Demolition of existing house and new construction of 2,800 square foot Mediterranean Revival two-story home. Home will consist of three bedrooms and two and one half baths with living room, dining room and kitchen. Final landscape/hardscape to be included.

VARIANCE INFORMATION: The applicant is requesting for approval of a special exception with site plan review to allow the construction of a 2,713 square foot two-story, single family residence on two platted lots which combined creates a lot that is 50 feet in width in lieu of the 100-foot minimum required and 6,125 square feet in area in lieu of the 10,000 square foot minimum area required. The following variances are being requested. To allow a 6-foot east side yard setback for the two story portion in lieu of the 15-foot minimum required and to allow a 6-foot west side yard setback for the one story portion in lieu of the 12.5-foot minimum required.

At the October meeting, a motion carried to approve the demolition. A second motion carried to defer the architectural presentation of the new construction to the November 30, 2016 meeting. At the November meeting, a motion carried to defer the project to the January 25, 2017 meeting for significant redesign. At the January meeting, a motion carried to defer the project to the February 22, 2017 meeting for restudy.

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

Please note: The presentation of this home was included with the presentation of 316 Seabreeze Avenue.

Motion made by Mr. Small and seconded by Mrs. Vanneck to defer the project for restudy for one month to the March 22, 2017 meeting. Motion carried 6-1 with Mr. Knowles opposed.

A short break was taken at 10:13 a.m. The meeting resumed at 10:25 a.m.

[B-066-2016 Demolition/New Construction](#)

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S) -

Done 11/30/16

Address: 340 Seaview Ave.

Applicant: Town of Palm Beach (Tom Bradford, Town Manager)

Architect: Nelo Freijomel/Stephen Boruff, AIA Architects + Planners, Inc.

Landscape Architect: Keith Williams/Nievera Williams Design

Project Description: Demolition of the existing one-story recreation center, maintenance building, pro shop, tennis hitting wall & backstop and the construction of a new two-story, community center & gymnasium, new maintenance building and a new tennis observation pavilion with attached tennis hitting wall & maintenance yard and associated site work including a new elevated plaza,

numerous new stairs and ramps, new playground area and the renovation and expansion of on-site parking.

VARIANCE INFORMATION: The applicant is requesting a special exception with site plan review to approval to allow a new two-story 33,810 square foot Recreation Center for the Town of Palm Beach that will include a new athletic field, parking lot, gymnasium, tennis pro shop, multi-purpose room, fitness center with locker rooms, concession area, classrooms, offices and new maintenance building, new tennis backboard, new scoreboard. A second special exception request is to allow for a rebound wall to be constructed on the north side of the new maintenance building. The following variances are being requested in order to construct the new community center: 1) A west side yard setback of 10 feet in lieu of the 30 foot minimum required for properties that are in excess of 20,000 square feet; 2) A north side yard setback of 8 feet in lieu of the 30 foot minimum required for properties that are in excess of 20,000 square feet; 3) A street rear yard setback for the new parking lot on Royal Palm Way of 4 feet in lieu of the 35 foot minimum required for properties that are in excess of 20,000 square feet; 4) an east side yard setback of 4 feet in lieu of the 30 foot minimum required for the new parking lot on Royal Palm Way for properties that are in excess of 20,000 square feet; 5) a height of 27 feet in lieu of the 22 foot maximum allowed; 6) an overall height of 35 feet in lieu of the 30 foot maximum allowed; 7) a vertical distance to the top of beam of 30.75 feet in lieu of the 26 foot maximum distance allowed from the crown of street to top of beam; 8) landscaped open space of 43% in lieu of the 55% minimum required for properties that are in excess of 20,000 square feet; 9) parking lot interior landscaped open space of 5% in lieu of the 10% minimum required; 10) to allow signage on the proposed scoreboard which would exceed the maximum signage allowed (of one for each street frontage); 11) to allow three (3) air-conditioning units to be on the roof that is in excess of the 4 foot maximum allowed. The proposed A/C units will be 5 feet tall plus the height of the stand.

At the October meeting, a motion carried to approve the demolition. A second motion carried to defer the project for restudy, with particular attention to reducing the mass and addressing the elimination of the north field for one month to the November 30, 2016 meeting. At the November meeting, a motion carried that the implantation of the proposed variances will not cause negative architectural impact to the subject property with the existing parking or parking option B. A second motion carried to defer the project for one month for restudy to December 28, 2016. At the December meeting, a motion carried to defer the project for one-month to the January 25, 2017 meeting at the request of the applicant. At the January meeting, a motion carried to defer the project to the February 22, 2017 meeting at the Town Council's request.

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

Mr. Freijomel passed out a modifications sheet to all of the Commissioners that indicated all of the variance changes. He presented the newly proposed plans and indicated all the changes that had been made since the last meeting. Mr. Freijomel presented a floor plan, colored renderings, previously presented and currently proposed elevations, roof plans, material details, and section details.

Many of the Commissioners were in favor of the newly proposed changes.

Mr. Small expressed concern regarding the width of the field and its safety as well as the location of the staff space on the south side of the building.

Ms. Grace questioned the necessity of having a larger playground as well as the fitness center location. She was in favor of the new breezeway between the two buildings but thought the tower top needed further restudy.

Mr. Corey was in favor of many of the changes but questioned the top of the tower as well and suggested the addition of a clock or a bell at that location. He thought the wall height in the playground may be too formidable and suggested restudy for the two down spout locations on the north and south gables.

Mr. Ives was concerned about the tower elements, the location of the maintenance on the second floor of the breezeway and the tile element proposed on the south side of the colonnade.

Mr. Garrison asked Mr. Freijomel to make sure the glazing on the windows of the gymnasium will have protection from the sun for the benefit of the people inside. Mr. Garrison also made a suggestion regarding the flat roof.

Mrs. Vanneck suggested to restudy the proportions of the tower elements. She also recommended adding Town of Palm Beach under Morton and Barbara Mandel on the signage.

Ms. Shiverick was concerned about the look of the gymnasium and provided a suggestion for the roof.

Mr. Sammons thought the towers were narrower than the adjacent bays and thought they needed restudy. He also questioned the one story design throughout the entire building. Mr. Page stated that the direction for the one story design came from the Town Council and was supported by the Recreation Advisory Board.

Mr. Sammons called for public comment and there were no comments at this time.

Mr. Williams presented the changes that had been made to the landscape plans.

Mr. Corey asked if the Coconut Palms on the east border could be staggered in height. Mr. Williams stated that was the goal for those palms. Mr. Corey also asked if more shade trees could be planted on the southeast corner, near the parking lot. Mr. Williams indicated that he would restudy that area to see if there is enough space.

Motion made by Mrs. Vanneck and seconded by Mr. Ives to defer the project for one month to the March 22, 2017 meeting. Motion carried with all in favor.

[B-070-2016 New Residence](#)
Address: 266 Fairview Rd.
Applicant: Beacon 266 LLC

Architect: Matthew Kragh/MHK Architecture & Planning
Landscape Architect: Lang Design Group
Project Description: Construction of a new two story single-family residence with pool, spa, hardscape and landscape.

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

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

Mr. Kragh stated that the style of the proposed home had been changed to the Bermuda style. He presented new plans for the project and indicated all of the changes that had been made. He showed the Commissioners a site plan, floor plans, a roof plan, previously proposed and currently proposed elevations, inspirational photos and details of materials to be used.

Many of the Commissioners were not in favor with the new design.

Mr. Ives thought this design was too grand for the street and suggested looking at the surrounding blocks for inspiration.

Mr. Garrison thought the proposed house lacked charm and character.

Mr. Sammons thought the product was not of quality and fell short of the Palm Beach standards.

Motion by Mr. Small and seconded by Mr. Garrison to defer the project for two months to the April 26, 2017 meeting for restudy. Motion carried with all in favor.

Please note: The Commission broke for lunch at 11:53 a.m. The meeting resumed at 1:28 p.m. Mr. Small did not return to the meeting. Ms. Grace returned at 1:31 p.m. It should be noted that Ms. Grace voted in the absence of Mr. Small.

[B-078-2016 Demolition/New Construction](#)

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)

Address: 157 Peruvian Ave.

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

Architect: Roy & Posey Architects

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

VARIANCE INFORMATION: The applicant is requesting a variance to build a two-story, 3,911 square foot (including the garage) single-family residence on a lot with an area of 6,250 square feet, in

lieu of the 10,000 square foot minimum required, and a lot width of 50 feet, in lieu of the 75-foot minimum required.

At the December meeting, a motion carried to defer the project for one-month to the January 25, 2017 meeting at the request of the applicant. At the January meeting, a motion carried to defer the project to the February 22, 2017 meeting at the request of the applicant.

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

Mrs. Vanneck stated that the architect was trying to work with the neighbors to resolve any issues.

Motion made by Mrs. Vanneck and seconded by Mr. Garrison to defer the project to the March 22, 2017 meeting. Motion carried with all in favor.

[B-076-2016 New Residence](#)

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SPECIAL EXCEPTION, SITE PLAN REVIEW AND VARIANCE(S) - Done 12/28/16

Address: 319 Seaspray Ave.

Applicant: Robert H. Toohey

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

Landscape Architect: Dustin Mizell/ Environment Design Group

Project Description: New two story residence, pool cabana, pool and associated landscape/hardscape improvements.

VARIANCE INFORMATION: The applicant is requesting a special exception with site plan review to allow the construction of 3,981 square foot, two-story single family residence on three platted lots which combined creates a lot that is 75 feet in width in lieu of the 100-foot minimum required and 9,187 square feet in area in lieu of the 10,000 square foot minimum required. The applicant is also requesting a variance to allow construction of a new residence on a lot that is 75 feet in width which will have a one-car garage in lieu of the two-car garage required for lots 75 feet or more in width.

At the December meeting, a motion carried that the implementation of the proposed special exception with site plan review and variance would not cause negative architectural impact to the subject property. A second motion carried to defer the project to the February 22, 2017 meeting for restudy, with specific attention to the garage, roof and tower element.

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

Mr. Marsh presented the newly proposed plans for the project. He presented a site plan, floor plans, a roof plan, previously proposed and currently proposed elevations, colored renderings and indicated all of the changes requested. Mr. Marsh also stated that his clients have worked with the neighbors to address all of their concerns. Mr. Marsh reviewed his plans for the neighbors' concerns, including a future generator location, a new site wall and the location for the air conditioning equipment.

Mr. Mizell presented the proposed landscape and hardscape for the project. He showed the Commissioners a site plan, colored renderings of all elevations and showed a new location for the stairs from the sidewalk on the overhead.

Many of the members were in favor of the home and thought the house would fit in well with the neighborhood.

Ms. Grace questioned whether the architectural style fits into the neighborhood.

Mr. Corey offered the possibility of changing the roof material to a barrel tile to warm up the home. Ms. Shiverick agreed and also suggested shutters on the upstairs windows. Other Commissioners were not in favor of a barrel tile roof.

Mr. Sammons made the following suggestions: restudy the roof on the tower element, restudy the vent on the garage, changing the roof to a red roof, restudy the entablature and columns on the back loggia because they are out of scale and restudy the fascia.

Motion by Mr. Garrison and second by Mr. Ives to approve the project as submitted.

Dorothy Martin, 312 Seabreeze Avenue, also speaking on behalf of the Barones, expressed her concern about the lack landscaping proposed for the back property line which abuts her property line. Mr. Mizell responded and stated he will screen the back as much as he can. Mrs. Vanneck suggested to intersperse 12-14' Travelers Palms in the hedge.

Nadine Levy, 315 Seaspray Avenue, expressed concern that the two proposed air conditioning units will be located by her back door. She asked if the 4-foot site wall in the front could remain since the plan indicates to rebuild at wall at the same height. Mr. Marsh stated the new wall will be a retaining wall. Mrs. Vanneck made some suggestions for the new retaining wall and some landscaping around the wall.

Motion modified by Mr. Garrison and seconded by Mr. Ives to approve the project as presented with the caveats to keep the post on the southeast corner, build a 5 foot wall on the owner's side of the property where it is permitted and the addition of Travelers Palms to be interspersed in the hedge in the rear, outside of the easement. Motion passes 4-3 with Messrs. Gruss, Sammons and Ms. Grace opposed.

[B-080-2016 Demolition/New Residence](#)

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)

Address: 1632 S. Ocean Blvd.

Applicant: Mr. and Mrs. Maurice Pinsonnault

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

Project Description: Demolition of existing one-story residence with 2 car garage basement. Construction of a new two-story single family residence with 2-car garage basement, pool and pool cabana. New hardscape and landscape.

VARIANCE INFORMATION: The applicant is proposing a new 10,897 square foot two-story, single family residence which will require the following variances: 1) a request for a point of measurement of 22.5 NGVD (“National Geodetic Vertical Datum”) in lieu of the 20.56 NGVD maximum allowed; 2) a request for a front yard setback (on Seagrape Circle) for the entry feature to be 33.5 feet in lieu of the 35 foot maximum required; 3) a request for the height of the retaining wall along the west property line to be 9 feet tall in lieu of the 6 and 7 foot maximum allowed; 4) a request to have a building height plan setback 50.33 in lieu of the 66.9 foot minimum setback required for the architectural features which include the gable roof and two chimneys; 5) a request to allow two chimneys at a height of 37 feet in lieu of the 35 foot maximum allowed.

Motion made by Mrs. Vanneck and seconded by Mr. Ives to withdraw the application. Motion carried with all in favor.

[B-002-2017 Demolition/New Construction](#)

Address: 256 Fairview Rd.

Applicant: 256 Fairview Road, LLC

Architect: Roger P. Janssen/Dailey Janssen Architects

Project Description: Demolition of a 1 story residence, pool, landscape and hardscape. Construction of a 2 story residence, pool/spa, landscape and hardscape.

At the January meeting, a motion carried to defer the project to the February 22, 2017 meeting at the staff’s request.

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

Mr. Janssen presented the request for demolition of the existing residence. He presented a site plan and interior and exterior photos.

Mr. Corey asked for a picture of the front of the existing residence.

Motion made by Mr. Garrison and seconded by Mr. Ives to approve the request for demolition with the caveat that the property is sodded and irrigated within 30 days. Motion carried with all in favor.

Mr. Janssen presented the plans for the proposed new residence. He showed the Commissioners photos of the surrounding properties, a site plan, floor plans, a roof plan, colored renderings, elevations and section details.

Many of the Commissioners stated that they had seen this home design many times and were not in favor of the plans. They voiced objections about the front loading garage, the amount of glass on the rear elevation and the addition on the right side of the house.

A second motion was made by Mr. Garrison and seconded by Mr. Ives to defer the project for one month to the March 22, 2017 meeting for restudy. Motion carried 6-1 with Mr. Gruss opposed.

[B-007-2017 Additions/Modifications](#)

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S) -

Done 1/25/17

Address: 82 Middle Rd.

Applicant: Ms. Charlotte Beers

Architect: M. Mark Marsh

Landscape Architect: Dustin Mizell/Environment Design Group

Project Description: Renovation of existing two story home including 2 small infill additions and one open covered carport addition. Existing hardscape and landscape to be renovated.

VARIANCE INFORMATION: The applicant is proposing the following additions onto the existing residence: 1) Construct a one story 35 square foot infill addition to an existing bathroom; 2) construct a one story 5 square foot infill addition to the kitchen; 3) construct a one story 192 square foot addition for a car port. The following variances are being requested to accomplish the above improvements: 1) Cubic content ratio ("CCR") of 6.05 in lieu of the 6.00 existing and the 4.02 maximum CCR allowed; 2) Lot coverage of 33.7% in lieu of the 31.3% existing and the 30% maximum allowed.

At the January meeting, a motion carried that the implementation of the proposed variances would not cause negative architectural impact to the subject property and to defer the architecture to the February 22, 2017 meeting.

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

Mr. Marsh presented the proposed plans for the residence. He showed the Commission an aerial photo, a site plan, elevations, floor plans and design details. He reviewed the changes to the previously proposed awnings and the car port entry details.

Mr. Mizell presented the proposed changes to the landscape and hardscape design. He showed the Commission a site plans, colored renderings and explained all of the details in the plan.

Mr. Ives expressed some reservation about the proposed entryway.

Mrs. Vanneck was in favor of the new design.

Motion made by Mrs. Vanneck and seconded by Mr. Garrison to approve the project as presented. Motion carried 6-1 with Mr. Ives opposed.

[B-008-2017 New Construction](#)

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SITE PLAN REVIEW

Address: 235 Via Vizcaya

Applicant: 235 Via V PB, LLC

Architect: Pat Segraves, SKA Architect + Planner

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

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

At the January meeting, a motion carried to defer the project to the February 22, 2017 meeting at the request of the architect.

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

Mr. Segraves stated that the proposed project is on a non-conforming lot but he is not asking for any variances. Mr. Garrison questioned the lot and how it was initially created. Maura Ziska, attorney for the owner, stated the lot was platted as it is today. Mr. Lindgren provided more of an explanation.

Mr. Segraves presented the plans for the proposed project. He showed the Commissioners photos of the lot, a site plan, photos of the surrounding homes, an aerial view, a streetscape, floor plans, colored elevation renderings and elevations.

Ms. Grace questioned the proposed lot coverage in relation to similar surrounding properties. Mr. Segraves responded and stated their proposed lot coverage is 25%.

Many of the Commissioners were not in favor of the proposed design. The Commissioners stated that the proposed house was overbuilt for the location, does not add to the neighborhood, it was too big, it lacked charm and was out of scale.

Motion made by Mrs. Vanneck and seconded by Mr. Garrison to defer the project to the April 26, 2017 meeting for major restudy. Motion carried with all in favor.

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

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SITE PLAN REVIEW

Address: 12 Via Vizcaya

Applicant: JDC Florida Properties, LLC

Architect: Pat Segraves, SKA Architect + Planner

Project Description: Classical Style two-story home to be 6,958 square feet consisting of 4 bedrooms, five and one half bathrooms, kitchen, dining room, family

room, library, loggias, and two car garage. Final landscape, hardscape and drainage to be included.

SITE PLAN REVIEW INFORMATION: The applicant is requesting a site plan review to allow the construction of a 6,958 square foot two-story, single family residence on a non-conforming platted lot which is 15,102 square feet in area in lieu of the 20,000 square foot minimum area required; 106.67 in width in lieu of the 125 foot minimum required; and 100.17 feet in depth in lieu of the 150 foot minimum required.

At the January meeting, a motion carried to defer the project to the February 22, 2017 meeting for major restudy.

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

Mr. Segraves presented the proposed plans for the new residence. He showed the Commission a site plan, a street scape, floor plans, colored renderings of elevations, elevations and discussed all of the proposed changes to the home. Mr. Segraves also passed around material samples.

Many of the Commissioners were not in favor of the proposed design.

Commissioners Comments: The design needs more creativity. It looks like a box with elements glued to the outside. It is very massive. One member questioned whether the house had charm and contributed to the neighborhood.

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

[B-010-2017 Modifications](#)

Address: 261 El Dorado Lane

Applicant: Charles Ruger

Architect: Richard F. Sammons

Project Description: Interior renovations, new windows and exterior doors, removal of existing entry portico, changes to south/entry elevation, other minor elevation changes, partial new roof and changes to landscape/hardscape.

At the January meeting, a motion carried to defer the project to the February 22, 2017 meeting.

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

Please note: Mr. Sammons recused himself from the project.

Jamie Torres presented proposed plans for the residence. He showed the Commissioners an aerial map, a survey, a street scape, a site plan, a floor plan, colored renderings of elevations, details of materials, photos of the exterior of home

as well as surrounding homes and pointed out all of the proposed changes on the plans.

Anne Fairfax presented the proposed landscape and hardscape changes. She presented a site plan and colored elevations and pointed out all of the proposed changes.

Mrs. Vanneck was not in favor of the black and white awning. She also suggested using a different, softer plant other than Agave in the pots next to the front door. She requested that the Bismarck Palm be roped off properly due to the proximity of its roots to the pool.

Mr. Ives strongly agreed with Mrs. Vanneck that black and white was the wrong color for the proposed awning.

Motion made by Mr. Ives and seconded by Mr. Garrison to approve the project as presented with the caveat that the awning is not black and white, that a softer plant, other than Agave, is planted in the pots next to the front door and that the Bismarck Palm's roots are protected. Motion carried with all in favor.

[B-011-2017 Additions/Modifications](#)

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S) -

Done 1/25/17

Address: 1090 N. Ocean Blvd.

Applicant: Ann Desruisseaux

Architect: MP Design & Architecture

Landscape Architect: Keith Williams/Nievera Williams Design

Project Description: Additions and renovations to existing two story house to include new hardscape, landscape and pool. First floor addition of 148 square feet and second floor addition of 832 square feet.

VARIANCE INFORMATION: The applicant is proposing to renovate a two-story residence with 994 square feet of one and two story additions increasing the residence from 6,141 square feet to 7,135 square feet total and require the following variances: 1) cubic content ratio ("CCR") of 4.99 in lieu of the 4.35 existing and the 3.96 maximum CCR allowed; 2) south side yard setback of 10 feet in lieu of the 12.5 foot minimum set back required for the proposed one story addition to the existing garage; 3) south side yard setback of 10 feet in lieu of the 15 foot minimum set back required for the proposed two story additions to expand and add to the upstairs bedrooms.

At the January meeting, a motion carried that the implementation of the proposed variances would not cause negative architectural impact to the subject property. A second motion carried to defer the project to the February 22, 2017 meeting.

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

Caroline Forrest stated that the Town Council unanimously approved the variance requests. She presented the plan for the proposed project and highlighted two items that were recommended by the Commission at the last meeting.

Mr. Williams stated that there had not been any changes to the landscape and hardscape plans since the last presentation.

Motion made by Ms. Grace and seconded by Mrs. Vanneck to approve the project as presented. Motion carried with all in favor.

B. **MAJOR PROJECTS-NEW BUSINESS**

B-012-2017 Additions/Modifications

Address: 168 E. Inlet Dr.

Applicant: Mitch and Vicky Evans

Architect: Robert Acree

Landscape Architect: Dustin Mizell/Environment Design Group

Project Description: Front entry breezeway and courtyard addition with revised landscape and pedestrian entry gate, and pilasters with decorative lanterns.

Additionally, home will be renovated inside and out and will include a rear lanai enclosure.

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

Mr. Acree stated he presented a project for this home to the Commission several months ago with a larger plan for a second story addition. He stated that they have decided to keep the existing footprint of the residence. He presented an existing and proposed site plan, existing and proposed floor plans, existing and proposed elevations, a roof plan, a block site plan, a street scape, photos of property and neighboring properties, section details, colored drawings of the front and rear view, material details and indicated all of the proposed changes.

Mr. Mizell presented the plans for the proposed landscape and hardscape. He showed the Commission a site plan and elevations and indicated all of the proposed changes.

Mrs. Vanneck thought the proposed palm trees in the front elevation looked too tall and recommended using Adonidia Palms instead.

Motion made by Mrs. Vanneck and seconded by Mr. Garrison to approve the project as presented with the caveat to substituting the front palms with Adonidia Palms. Motion carried with all in favor.

C. **MINOR PROJECTS - OLD BUSINESS**

A-055-2016 Landscape/Hardscape Modifications

Address: 232 Emerald Lane

Applicant: Mr. & Mrs. Charles Ward

Architect: Keith Williams/Nievera Williams Design

Project Description: Revisions to the garage area driveway gate, side yard pedestrian gate, front yard low site wall, moon gate detailing, entry column finials and landscape changes.

At the December meeting, a motion carried to defer the project to the February 22, 2017 meeting with the caveat that the architect return to the Commission with previously proposed and currently proposed elevations that show the home, a survey of the mechanical equipment, a drawing from the surveyor that shows the location of the mechanical equipment, that the noise issue from the equipment is addressed and the gargoyles are removed.

Call for disclosure of ex parte communication: Disclosure by Messrs. Garrison, Corey and Mrs. Vanneck.

Mr. Williams stated that they had the pool and air conditioning equipment's decibel levels checked due to the concerns from the neighbor to the west. He stated that the levels were found to be acceptable. He presented the proposed landscape and hardscape changes to the property. He showed the Commissioners a site plan and detail sheets. He showed the Commission two proposed gates as well as griffins proposed for the front pillars. Mr. Williams also presented the owners' family crests, which resembled the proposed griffins.

Mrs. Vanneck stated she was not in favor of the proposed gargoyles on top of the pillars.

Donna Ward, owner, questioned the Commissions objections to the proposed griffins.

Many of the other Commissioners also stated their objections to the proposed griffins and thought there were inappropriate for the pillars.

Motion made by Mr. Ives and seconded by Mrs. Vanneck to approve the project as presented with the deferral of the griffins to the March 22, 2017 meeting. Motion carried with all in favor.

[A-003-2017 Modifications](#)

Address: 686 Island Dr.

Applicant: Robert F. Greenhill

Architect: Dennis Rainho/YRA Design

Project Description: Exterior window and door replacement.

At the January meeting, a motion carried to defer the project to the February 22, 2017 meeting to restudy different window and door options.

Call for disclosure of ex parte communication: Disclosure by Mses. Vanneck, Shiverick and Mr. Garrison.

Mr. Rainho presented the proposed changes for the window replacements. He stated the proposed replacement windows are all wood and there were no transoms proposed.

Mr. Sammons inquired if the windows could be repaired. Mr. Rainho answered his question. A discussion ensued about impact windows and shutters and what was appropriate for the home.

Mr. Knowles asked for a drawing or picture of the proposed window. Mr. Rainho showed the Commissioners a picture on the overhead projector.

Ms. Shiverick asked about the change to the front door. Mr. Rainho stated that the front door will not be changed.

Mr. Corey asked a question about the muntin pattern. Mr. Rainho answered his question. Mr. Corey stated he would like to see a cross section of the existing windows and the proposed windows.

Some discussion continued on the proposed windows.

Motion made by Mr. Ives to defer the project for one month to the March 22, 2017 meeting.

Mr. Lindgren stated that the initial application was brought to the Commission due to the front door change and that he could administratively approve window changes.

There was some discussion about using impact windows in Palm Beach.

Ms. Grace seconded the motion. Motion carried 4-3 with Messrs. Gruss and Garrison and Mrs. Vanneck.

More discussion continued regarding impact windows.

D. **MINOR PROJECTS-NEW BUSINESS**
NONE

VIII. **OTHER BUSINESS**
None at this time.

IX. **COMMUNICATIONS FROM CITIZENS (3 MINUTE LIMIT PLEASE)**

A gentleman from 170 Chilean Ave, asked about the proposed project at 157 Peruvian Avenue. The Commission told him that the project had been deferred for one month to the March 22, 2017 meeting.

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

Mr. Page stated that this would be the last meeting for Mr. Gruss and Mr. Knowles.

Mr. Page also brought up the topic of the change in the ARCOM submittal process. He stated that the Mayor requested that he ask the Commissioners their views regarding the new hardship that this creates for architects to resubmit plans if they are deferred. Mr. Page asked the Commissioners to be prepared to discuss this topic at the March 22, 2017 meeting.

Mrs. Vanneck stated that she recommended that the initial ARCOM submittal remains at 35 days prior to the meeting but any changes could be submitted one week prior. Mr. Ives agreed with Mrs. Vanneck.

XI. **ADJOURNMENT**

Motion made by Mr. Ives and seconded by Mrs. Vanneck to adjourn the meeting at 4:33 p.m. Motion carried with all in favor.

The next meeting will be held on Wednesday, March 22, 2017 at 9:00 a.m. in the Town Council Chambers, 2nd floor, Town Hall, 360 S County Rd.

Respectfully Submitted,

Richard Sammons, Chairman
ARCHITECTURAL COMMISSION

kmc

TOWN OF PALM BEACH

Town Council Meeting on: March 14, 2017

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 26-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town Manager To Apply For and Execute the Grant Application for the Florida Boating Improvement Program for Boating Access Facilities on Behalf of the Town.

Presenter

Beth Zickar, Director of Recreation

ATTACHMENTS:

- ▣ **Memorandum Dated March 3, 2017, From Beth Zickar, Director of Recreation**
- ▣ **Resolution 26-2017 Florida Boating Improvement Program Grant Application**
- ▣ **Florida Boating Improvement Program Grant Application**
- ▣ **Letter From Anita Seltzer & Exhibits**

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 14, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Beth Zickar, Director of Recreation

Re: Authorization to Execute a Grant Application for the Florida Boating Improvement Program
Resolution No. 26-2017

Date: March 3, 2017

STAFF RECOMMENDATION

Staff recommends the approval of Resolution No. 26-2017, designating the Town Manager as the Project Manager of the piling replacement project at the Town Docks and providing authorization to apply for and administer a grant application through the Florida Boating Improvement Program.

GENERAL INFORMATION

The Florida Fish and Wildlife Conservation Commission (FWCC) administers funding through competitive grants for projects designated to service the needs of boaters and boating-related activities on coastal and in-land waters within the State. The Florida Boating Improvement Program (FBIP) provides program funds for eligible uses such as:

- Boat ramps; lifts and hoists and other public launching facilities
- Piers, docks and other mooring facilities
- Recreational channel marking and other uniform waterway markers
- Derelict vessel removal
- Boating education
- Economic development initiatives that promote boating
- Other local boating-related activities that enhance boating access for recreational boaters

The purpose of the pilings is to protect the Town Docks from the impact of the vessels while they are arriving, departing and while berthed at the facility. The condition of the pilings deteriorates over time due to weather, tide conditions, salt water environment and marine life. As the condition of the pilings decline they become ineffective and eventually hazardous, causing potential damage to both marine traffic and the docks themselves. Periodic replacement of these structures are essential to ensure the safe operation of the facility. This project will seek to replace at least 100 of the pilings at a total budget not to exceed \$103,000.00.

The FBIP grant program requires applicants to provide a share of the total project cost and must have financial capacity to allow for fund reimbursement of project expenses. An application for \$50,000 is being submitted to the FWCC for the piling replacement project at the Town of Palm Beach Town Docks.

It is a requirement of this grant that all projects being submitted for consideration provide an adopted resolution which authorizes the Project Manager the authority to apply for and administer the grant on behalf of the applicant.

FUNDING/FISCAL IMPACT

The program account for the capital projects for the Recreation Enterprise Fund for fiscal year 2016/17 includes funding for the piling replacement.

TOWN ATTORNEY REVIEW

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

Attachments

c: John C. Randolph, Town Attorney
Jay Boodheshwar, Deputy Town Manager
H. Paul Brazil, Director of Public Works
Jane Struder, Director of Finance
Mike Horn, Dockmaster

RESOLUTION NO. 26-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO APPLY FOR AND EXECUTE THE GRANT APPLICATION FOR THE FLORIDA BOATING IMPROVEMENT PROGRAM FOR BOATING ACCESS FACILITIES ON BEHALF OF THE TOWN.

WHEREAS, The Town of Palm Beach has determined that a need exists to enhance boating access and boating related activities through the replacement of piling/moorings at the Town Docks; and

WHEREAS, The Florida Fish and Wildlife Conservation Commission (FWC), through its Florida Boating Improvement Program (FBIP) provides a significant, potential and necessary source of funding to enhance boating access; and

WHEREAS, The Town of Palm Beach has the ability and the intention to finance the matching share of the total project budget, which is not to exceed One Hundred and Three Thousand and no/100 dollars (\$103,000) and that the project will be operated and maintained at the expense of the Town of Palm Beach 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 above referenced recitals are hereby confirmed and made part of this resolution by reference.

Section 2. The Florida Boating Improvement Program Grant Application for Boating Access Facilities, is attached as an exhibit, is hereby approved and the Town Manager is authorized to execute the same on behalf of the Town.

Section 3. The Town Manager is hereby designated as the Project Manager and has the authority to apply for and administer the requested grant on behalf of the Town.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 14th day of March 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Susan A. Owens, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member



Florida Boating Improvement Program Grant Application for Boating Access Facilities

FOR OFFICE USE ONLY

Grant Application Number :

Date Received:

Fill in all sections that apply – Leave all other sections blank

I – APPLICANT INFORMATION

a. Applicant:

b. Federal Employer Id. No.:

c. Project Manager Name:

Project Manager Title:

d. Mailing Address:

City:

Zip Code:

e. Shipping Address:

City:

Zip Code:

f. Telephone:

Fax:

Email:

g. District Numbers:

U.S. Congressional:

State Senate:

State House:

II – PROJECT SUMMARY

a. Project Title:

b. Type of Application: ☐ New (never considered before) ☐ Reconsideration ☐ Phased Continuation–Phase No.: _____

c. Project Cost: Total Cost: \$ _____ Amount Requested: \$ _____

d. Project Summary:

III - FACILITY INFORMATION

a. Facility Name: _____

b. Type of Facility:

☐ Existing Boat Ramp / Public Launching Facility

☐ Existing Marina / Tie-up / Overnight Moorage Facility

☐ Proposed Boat Ramp / Public Launching Facility

☐ Proposed Marina / Tie-up / Overnight Moorage Facility

☐ Other: _____

c. Facility location:

County: _____ Water body: _____

Township: _____ Section: _____ Range: _____

Latitude: N deg. min. sec. Longitude: W deg. min. sec.

Facility Street Address or Location: _____

d. Upland Ownership:

☐ Public - Fee Simple

☐ Public – Lease

Number of Years Remaining in Lease: _____

Name of Owner: _____

e. Is this facility open to the general public? ☐ Yes ☐ No

f. Estimate Percent (%) Use of Launching Facility: _____% Motorboats/Sailboats _____% Non-Motorboats

g. Day Use, Parking or Launch Fee Amount: \$_____ Tie-up/Overnight Moorage: \$_____

h. Number of Launch Lanes: _____ Condition: ☐ New ☐ Good ☐ Average ☐ Poor

i. Number of Boarding Docks: _____ Length: _____ Ft. Condition: ☐ New ☐ Good ☐ Average ☐ Poor

Type of docks: ☐ Fixed Wooden ☐ Fixed concrete ☐ Floating ☐ Other : _____

j. Number of Boat Trailer Parking Spaces: _____ Condition: ☐ New ☐ Good ☐ Average ☐ Poor

k. Tie-up Dock or Moorage: _____Ft or _____Slip Condition: ☐ New ☐ Good ☐ Average ☐ Poor

Type of docks: ☐ Fixed Wooden ☐ Fixed concrete ☐ Floating ☐ Other : _____

l. Other Facility Attributes:

Restroom: ☐ Yes ☐ No ☐ Proposed

Other: _____

Pump out or Dump Station: ☐ Yes ☐ No

Other: _____

m. Names of adjacent boating facilities, public and private (ramps, tie-up facilities/marinas) within a 10-mile radius.

Name	Distance	Name	Distance
1. _____	_____	2. _____	_____
3. _____	_____	4. _____	_____
5. _____	_____	6. _____	_____
7. _____	_____	8. _____	_____
9. _____	_____	10. _____	_____

IV – PROJECT DESCRIPTION

a. List Primary Need for Project:

☐ Safety

☐ Age-end of Useful Life

☐ Environmental Needs of the Area

☐ Other: _____

☐ High Demand by Users

☐ Recommended by FWC Staff

☐ Lack of In-house Capability

b. Need Statement:

c. Approach (Scope of Work): Describe the project's scope of work by providing a list of tasks and deliverables:

d. Project Benefits:

V – BUDGET

a. Has a detailed cost estimate been developed for this project? If yes, attach a copy to application.

☐ Yes, Preliminary☐ Yes, Final☐ No**b. PROJECT COST: NON-CASH/IN-KIND**

Cost Item	Planning/Pre-Construction Costs		Construction Costs	TOTAL
	Pre-Award	Post-Award		
Administration	\$	\$	\$	\$
Project Management	\$	\$	\$	\$
In-Kind Engineering	\$	\$	\$	\$
In-Kind Labor	\$	\$	\$	\$
In-Kind Materials	\$	\$	\$	\$
In-Kind Equipment	\$	\$	\$	\$
Total Non-Cash/In-Kind Services:	\$	\$	\$	\$

c. PROJECT COST: CASH FUNDS

Cost Item	Planning/Pre-Construction Costs		Construction Costs	TOTAL
	Pre-Award	Post-Award		
Administration / Project Management	\$	\$	\$	\$
Design / Engineering	\$	\$	\$	\$
Permitting	\$	\$	\$	\$
Construction / Repair: Boat Ramps	\$	\$	\$	\$
Construction / Repair: Lifts, Hoists, Marine Railways	\$	\$	\$	\$
Construction / Repair: Piers or Docks	\$	\$	\$	\$
Construction / Repair: Parking	\$	\$	\$	\$
Construction / Repair: Restrooms	\$	\$	\$	\$
Other:	\$	\$	\$	\$
Total Cash Funds	\$	\$	\$	\$

d. TOTAL COST: (non-cash/in-kind + cash funds) \$ \$ \$ \$

e. COST SHARE:

Grantee Share: \$

Partnerships (Other sources of funds): \$

FBIP Grant Request: \$

Total Project Cost: \$

VI – OTHER SOURCE OF FUNDS (Partnerships)

a. Funding source / Agency: _____

b. Type of funding: ☐ Federal grant ☐ State/Local grant ☐ Loan

c. Grant Name: _____ Amount \$ _____

d. Approval Status: ☐ Approved ☐ Pending ☐ Intend to Apply, Date: _____

a. Funding source / Agency: _____

b. Type of funding: ☐ Federal grant ☐ State/Local grant ☐ Loan

c. Grant Name: _____ Amount \$ _____

d. Approval Status: ☐ Approved ☐ Pending ☐ Intend to Apply, Date: _____

a. Funding source / Agency: _____

b. Type of funding: ☐ Federal grant ☐ State/Local grant ☐ Loan

c. Grant Name: _____ Amount \$ _____

d. Approval Status: ☐ Approved ☐ Pending ☐ Intend to Apply, Date: _____**VII - PROJECT ENGINEERING AND CONSTRUCTION**

a. Who is or will be completing project design/engineering?

- ☐ Applicant's Own Staff
☐ Consulting Engineers
☐ N/A (Materials or Equipment Purchase)
☐ Other:

b. Level of engineering completed at time of application:

- ☐ None
☐ Conceptual (Master Plan Phase)
☐ Preliminary
☐ Final (Ready to Bid)

VIII - PERMITS

	Submitted	Approved	N/A
a. Florida Department of Environmental Protection	☐	☐	☐
b. Florida Fish and Wildlife Conservation Commission*	☐	☐	☐
c. U.S. Army Corps of Engineers	☐	☐	☐
d. Local and Others (If needed)	☐	☐	☐

*** Note: Projects involving mooring buoys must be permitted pursuant to Chapter 68D-23, F.A.C.**

IX – ENVIRONMENTAL ASSESSMENT

a. Explain how the project may impact the environment and describe any mitigation or actions proposed to minimize impacts.

X – BOATER SAFETY

a. Explain how the project may affect boater safety whether positively or negatively.

XI – APPLICATION ATTACHMENTS CHECKLIST

Submit one (1) signed original plus two (2) photocopies of the application with attachments and an electronic copy on CD.

Inc.	- - - Required Attachments - - -
☐	a. Cover Letter: application transmittal cover letter (Identify priority rank with multiple applications).
☐	b. Application: One (1) application with original signature from authorized individual.
☐	c. Resolution: An adopted resolution, by the Governing Body, authorizing that the Project Manager has the authority to apply for and administer the grant on behalf of the applicant. If the Applicant is applying on behalf of another public entity, then a Memorandum of Understanding between the Applicant and the public entity must also be submitted.
☐	d. Boundary Map: indicate boundary of the project area.
☐	e. Site Control Documentation: (e.g. a deed, lease, results of title search, etc. for the project site.)
☐	f. Existing Condition Photographs: (sufficient to depict the physical characteristics of the project area)
☐	g. Aerial Photographs: (marked with the approximate boundaries of the project site)
☐	h. Detailed Cost Estimate: Cost estimate in the form of a formal bid, written quote from proposed vendor or an engineer's cost estimate.
☐	i. Navigational Chart: An 8.5" x 11" photocopy of a current NOAA North American Datum 83 nautical chart (provide the NOAA chart name and number) indicating the precise location of the project site.
☐	j. Permits: (For construction projects only) Photocopies of necessary project permit(s). If exempt, provide notification of exemption from permitting agency.
- - - Optional Attachments - - -	
☐	k. Plans: preliminary site plan or conceptual plan (if completed).
☐	l. Support/Opposition: Attach letters of known public support or known public opposition.

APPLICANT SIGNATURE

Application is hereby made for the activities described herein. I certify that I am familiar with the information contained in the application, and, to the best of my knowledge and belief, this information is true, complete, and accurate. I further certify that I possess the authority including the necessary requisite property interests to undertake the proposed activities.

I also certify that the Applicant's governing body is aware of and has authorized the Project Manager as the official representative of the Applicant to act in connection with this application and subsequent project as well as to provide additional information as may be required. By signature below, the Applicant agrees to comply with all applicable federal, state, and local laws in conjunction with this proposal and resulting project so approved.

Print/Type Name

Title

Applicant Signature

Date

WARNING: "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083." § 837.06, Florida Statutes.

NOTE: Instruction and further information regarding this application and the Florida Boating Improvement Program can be found in the Florida Boating Improvement Program Guidelines or you may contact the Program Administrator at: Florida Fish and Wildlife Conservation Commission, Florida Boating Improvement Program, 620 South Meridian Street, Tallahassee, FL 32399-1600; or call (850) 488-5600; or email fbip@MyFWC.com.



I attempted to respectfully reference elements of the recently received Ballard*King Business Plan at your February 8th meeting because they are inconsistent with the Town's Comprehensive Plan and you, like other Commissions, have not been given the benefit of data that could be useful to you. Since you asked me to give you the source material I cited in addition to other documents. Sadly, you have been functioning in a vacuum as an advisory Committee because the Town needlessly created its own crisis as the applicant and Local Planning Agency for this project. Yes, it's possible that building a new Rec Center Complex through the generosity of the Mandel Family and the fundraising efforts of the Friends of Recreation Foundation will result in a successful facility for years to come, but many have been asking, "if it was such a great idea, why wasn't it shaped from the beginning with a sensitivity and sensibility to a community that has been historically invested and connected to the Center and the Park?" We are a gracious, generous, civil community and legitimate concerns should not be met with hostility and vilification. Anyone who has grown up or lived here for many years or is interested in Town history knows that "there is nothing new under the sun" and this is validated by basic searches within the Town's on-line minutes. I want to emphasize that I have not advocated for or against the merits of redevelopment. I was concerned about the way in which the Town continued its efforts for approval without adhering to its own application requirements and possible conflicts with the Comprehensive Plan. There are still unasked questions and unanswered questions and I hope this submission assists you in your deliberation responsibilities.

Design- If form follows function, ARCOM's deferral of the Rec Center project on February 22nd gives the Council the opportunity to correct some of its earlier misguided decisions, including its inadequate vetting of the Ballard Plan and the resulting directive they have passed on to you.

1. What is the written Mission statement for the Rec. Center? Archived minutes put the emphasis on use of the venue by children. How does the Ballard Plan continue this objective?
2. When and why did the Recreation Center become a "Community Center" in the applications? Is this a change in wording that attempts to achieve something that is not allowable as a Rec Center?
3. Surprisingly, the Ballard Plan doesn't provide a proper breakdown of children by age category. Why not? (this doesn't appear in the Town's revised Comp Plan, either, even though it was asked for by the public [and a P&Z Commissioner more than a year ago]. These numbers are readily available on-line from the Census Bureau- although six years old.)
4. The Ballard Plan's population numbers and future projections are not consistent with the Town's Comp Plan as revised by staff and a planning consultant (The Comp Plan is also

inconsistent) : Ballard says the population will increase in the next several years. The Comp Plan says the population will be flat; elsewhere, it says the population will decline. (I-4)
[page 5, 17- Ballard*King]

5. Ballard Report: " . . . the other providers will have very limited impact on the market for a new center, even with a new fitness element being added".
[page 19- last paragraph Ballard*King]

But what effect will a subsidized facility have on existing providers in Town who own their parcels, pay taxes or pay rent in addition to all of the costs associated with running a business?

Is the impact of this subsidy in conflict with the Comprehensive Plan?

6. I will leave the discussion regarding the projected figures to the Commission.

7. Did the Commission have an opportunity to review the revised Recreation component of the Comprehensive Plan and some of the other nine Elements of the Plan as it relates to this project?

a. The language which had been initially added to the Plan regarding the survey was modified as a result of comments by members of the public. page VI-9

b. Demographic Data Table I-1 - Comp Plan

figures (8,161. under 18 years old- vague - 572 of 8,348?)

Future population growth is expected to remain relatively flat.

c.1. Concern for growth in downtown West Palm Beach and its spillover effect on Town roads. (I-13)

c.2. Transportation element- (Traffic circulation element) impacts from downtown West Palm Beach (II-2)

Has a quantitative traffic study been conducted on how thousands of new hotel rooms and condos in West Palm Beach will affect the Level of Service (LOS) in the area around Royal Palm Way and Coconut Row, County Road/ Seaview Avenue?

The Town admits it lacks sufficient data to evaluate land use impacts from West Palm Beach. (II-4 Par. 5)

8. Recreation Standards:

a. The Seaview Park complex [is] adequate to provide the community and neighborhood recreation needs of Town residents.

b. Policy 2.1, 2.2, 3.2, 3.3 (VI-11 and VI-12) Has there been any discussion about these policies by you?

9. Renovation vs. New Construction Costs are compared in the Ballard *King report.

Another public/private project (Memorial Fountain rehabilitation ballooned into a "Town Hall Square infrastructure project" that totalled more than 4.9 million dollars of taxpayer money)

a. Are there any infrastructure "surprises" that might emerge to change the cost of the Town's financial obligation?

b. Has a fuel tank at the Seaview Tennis Center already been replaced/ relocated? Where is it?
(VIII-10)

10. The zoning designation for the Complex is Forest/Recreation/Park/ Municipal.
The massing intensification was reduced because of concerns by residents.
(but a parking variance was granted without any presentation of hardship- rendered moot, so far, by the scale- down of the building. But what about the internal intensification of use.
Is this contrary to the Comp Plan? Is it Town-Serving?
(I-4)

11. Does the plan and the redevelopment as modified satisfy the [required] sensitive treatment to be fully compatible with the existing land use development in the Town"? Is this project still consistent with the language regarding that "practically all construction in the Town since the last EAR be the result of the same type of use that existed prior?" (I-7)

12. Is the intensification of use contrary to #4 (I-9) of the Comp Plan and (I-21) ?

13. "The Town does not have a formalized procedure for prioritizing capital improvements".
How will the considerations in balancing this project be implemented regarding the new language that has been added to the Capital Improvements Element re: quality of life and timing issues? (VIII-2)

14.Re: Long Term Master Planning for Rec Center /Seaview Park - were taxpayer funds included in the FY2016 budget and in what way should the community be involved in the planning process? [RAC minutes- 11/05/2014]

15. How will the scale-back affect the bidding process for this project?
Is the bidding code for a swimming pool merely boiler plate language?

16. What is the status of the grant which the Town applied for under the Florida Recreational Development Assistance Program Grant (FRDAP)? Did the RAC have input for this application?

ARCHIVED minutes-

4-8-77 : need for a recreational building to take care of the young people who already come to the Park for existing programs.

09-13-77 "organized, varied, wholesome recreational activities for the young." . Donation of one million dollars by the Estate of Mrs. Goldie Paley.

2/14/78: Approval of agreement between the Town of Palm Beach and Goldie Paley Foundation including: " shall be used primarily by the students of Palm Beach Public School and Palm Beach Day School and children of the residents of the Town of Palm Beach."

Page VII-1 of the Town's 1983 Comp Plan added language : the "basically simple theme- Preserve the Town's quality of life through retention of its residential character and unique personality". The already existing language stated that "this theme mandates low-intensity recreational uses and sets the approach for the Open Space and Recreational element of the Town's Comprehensive Plan".

Page VII-13 of the 1983 Comp Plan- . . . parking is limited, Seaview Park is envisioned as a Town of Palm Beach resident facility. "Resident" was added language. (is this the core of a "mission" statement?)

- 9-14-82- Town requests "permission to construct the recreation building with floor elevation of 5.5' in lieu of 7.7'- R-B District.
- 7-17-83 - Sealed bid- (\$571,279)
- 9/13/83 - Budgeting
- 2/14/1984 - Amb. Earl E.T. Smith begins discussion of putting a referendum to the voters re prohibition disposal of Town - Owned Open Space. (This becomes Chap. 1.03 of the Town Charter)
- 4-10-84 Discussion of field and drainage problems
- 4-10-84 other Seaview costs
- 6-12-84 Citizen concerns re the planning and development of the recreation Center Building.
- 7-10-84 Re: comments by "Concerned Citizens for a Recreation Center ".
- 8-14-84 Town Council member Nancy Douthit : " not fair to spend vast amounts of taxpayer dollars on the Recreation facility , since not everyone would be making use of this facility".
- 8-11-87 concerns regarding parking
- 3-14-89 Variance for tennis pro shop at 4' instead of 7.5' as required.
- 10-28-92 Tennis facility is not a club and 'we do not have memberships".

There are many other references to the Complex in the Town's on-line minutes.

#

As I stated in my introduction, I am not advocating for or against the Seaview Park Complex. Rec Center. I am focused on the Town's role as applicant in a Public/private partnership at a time when the Town is trying to place language about these partnrships into the Comp Plan. You were forced to consider an application that may have been based on flawed data; ARCOM could not refuse the town's request for demolition (even though the replacement was 200% larger.) By increasing height, mass, intensification of use and absence of hardship for its parking variance , the Town was not following the application procedures required of other applicants. A grass roots movement succeeded in scaling back the inappropriateness of the design and intensification of use. But a petition with over 400 names asking for a new survey went unheeded by the Council. Your recommendation was also rebuffed. A flawed Business Plan was presented to you long after the ARCOM vote doomed the building and after bids were being let out for a Contract Manager at Risk Contract.

Sadly, these actions have given many residents little comfort or confidence. What they see are muscular efforts being used to propel this project forward. Hopefully you will bring a steady hand to the throttle and get this project onto a more nuanced track.



A. Seltzer
44 Coconut Row
Palm Beach, FL 33480



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Memorandum

☒ Fort Lauderdale Office · 1800 Eller Drive · Suite 600 · Fort Lauderdale, FL 33316 · 954.921.7781(p) · 954.921.8807(f)
☐ West Palm Beach Office · 560 Village Boulevard · Suite 340 · West Palm Beach, FL 33409 · 561.684.6161(p) · 561.684.6360(f)

Date: November 7, 2016
To: John Page, Director
Town of Palm Beach Planning, Zoning & Building Department
From: Richard D. Cannone, AICP, Planning Administrator
Subject: Town of Palm Beach Comprehensive Plan - Planning and Zoning Commission Edits
Project: Town of Palm Beach 2015/2016 Comprehensive Plan Update

We have prepared the following summary memo of the changes requested by the Planning and Zoning Commission at the September 14, 2016 meeting. To help guide the review we have organized the memo with the following:

ELEMENT

1. Commission Request
Summary of Change & Page Number
Modified Language

We have also made a number of "proof" related edits not listed herein as they were not substantive changes but rather minor grammatical changes.

I. FUTURE LAND USE ELEMENT

1. Include language about balancing existing commercial versus region serving commercial.

Added a sentence regarding the "balance" (pg. I-4).

The tremendous pressure for expansion of commercial land use is a direct function of the economically valuable image of a Palm Beach address. It is imperative that region-serving, high traffic generating, commercial uses be prevented from further proliferating and be reduced wherever possible. To this end, the Town is committed to ensure that the existing businesses and commercial areas within the Town remain vital and continue to meet the needs of its residents.

2. Provide more additional demographic information for age cohorts and provide comparison.

Added new table (I-1) that provides a breakdown by age and comparison from the 1990 Census to the 2010 Census (pg. I-6).

The Town of Palm Beach experienced its greatest growth between 1950 and 1970, when its resident population increased from 3,886 to 9,086. Since then, population growth has actually declined been less dramatic. According to the 2010 US Census, the Town had a population of 8,161. Table I-1 below shows US Census data from 1990, 2000, and 2010. The Town's 2000

population through a long and consistent dedication to recreation planning, and the private sector's support through provision of cultural facilities.

EXISTING AND FUTURE RECREATION NEEDS

The development of a cohesive recreation plan for the Town must reflect those factors which affect the optimum size, type and distribution of recreation facilities. Such factors include the size, age and distribution of the existing and future population, and the location and condition of existing facilities, as well as the supporting role which the private sector plays in the recreation network.

The Town's planning standard is six acres of recreation per thousand population. The Town currently has 104.67 acres of park land and open space including the Kreusler Park (Palm Beach County) and Lake Worth Casino and Beach Complex (City of Lake Worth) both of which have always been counted towards the Town's recreation Level of Service (LOS). In addition, the Town has counted 50% of the acreage of the cultural and school facilities within the Town which represents an additional 5.58 acres resulting in a total of 110.25 acres of park land and open space. Based on the corrected 2010 U.S. Census population figure for the Town of 8,161 residents, the Town is expected to have a minimum of 48.97 acres of recreation land. Therefore, the Town is exceeding the minimum required LOS for recreation. The Town will continue to meet the LOS for recreation through the year 2026. This standard is expected to be exceeded by the current inventory of 185.5 acres of public recreation and private cultural facilities in the Town through the year 2019.

Table VI-4
Level of Service for Recreation and Open Space Acreage
2010 - 2025
Town of Palm Beach

Year	Population	Park Acres	Demand	Surplus
2010 ¹	8,161	110.25	48.97	+61.28
2015 ²	8,227	110.25	49.36	+60.89
2020 ²	8,234	110.25	49.40	+60.85
2025 ²	8,425	110.25	50.55	+59.70

¹ 2010 U.S. Census; ² Palm Beach County, 2016

As stated in the preceding sections, the Town of Palm Beach is not a typical community. Town residents place great emphasis on private golf courses, clubs, and cultural enrichment. To a significant extent, these activities add to the Town's public recreational facilities by providing for more personalized, service-oriented, recreation. In 2016, the Town under an extensive community survey regarding the Town's park and recreation facilities and opportunities. The survey lead to a needs assessment and master plan for the Town's Seaview Park and Recreation Center. Other park and recreation improvements were also identified.

In summation, the Town of Palm Beach, at present and into the future, has an excellent cultural/recreational mixture of public parks and facilities, supported by private golf courses and clubs.



Memorandum

and 2010 total population and total housing units figures were corrected as shown. It is important to note that other population information from 2000 and 2010 are based on the non-corrected figures. Estimates by the The University of Florida, Bureau of Economic and Business Research (BEBR) place estimates the 2015 April 2005 population at 8,040 9,735. Future growth is severely limited by the small amount of undeveloped land left in the Town. Future population growth is expected to remain relatively flat.

Table I-1
Demographic Data 1990 to 2010
Town of Palm Beach

	2010		2000		1990	% Change (1990 to 2010)
Total Population	8,161 ¹	8,348	9,676 ²	10,468	9,814	-16.8% ¹ - 14.9%
<18		572		989	657	-12.9
>18		7,776		9,479	9,157	-15.0
>65		4,657		5,501	5,163	-9.8
Median Age		67.4		66.6	66.2	
Total # of Households		4,799		5,789	5,421	-11.5
Average Household Size		1.74		1.81	1.81	
Total Housing Units	8,857 ¹	9,091	9,004 ²	9,948	9,191	-3.6% ¹ -1.08%

Source: US Census 1990, 2000, and 2010 ¹ Town of Palm Beach Corrected 2010 US Census figures – only Total Population and Total Housing Units available ² Town of Palm Beach Corrected 2000 US Census figures – only Total Population and Total Housing Units available.

3. Provide information on the working population in the Town.

Added new table (I-4) that provides the Town's employment numbers based on the 2012 Economic Census (pg. I-9 & 10).

Table I-4
Employment Data from 2012
Town of Palm Beach

	North American Industry Code System (NAICS) Code	Number of Establishments	Number of Employees
1	Wholesale Trade	15	100-249
2	Retail Trade	177	1,345
3	Transportation and Warehousing	12	27
4	Information	3	16
5	Finance and Insurance	89	829
6	Real Estate and Rental and Leasing	101	522
7	Professional, Scientific, and Technical Services	140	668
8	Administrative and Support and Waste Management	23	100-249
9	Educational Services	3	9
10	Health Care and Social Assistance	24	78
11	Arts, Entertainment and Recreation	24	1,181
12	Accommodation and Food Services	43	4,074
13	Other Services	97	1,129

Intensification of use at the new proposed Rec Center was in conflict with this language and other language already in the Comp Plan..



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Memorandum

Source: 2012 Economic Census of the United States: US Census 2016

4. Include growth in Lake Worth as a concern for

Added growth from the City of Lake Worth as a concern (pg. I-13).

A growing concern that will likely impact the Town's transportation system and recreational and park facilities is the amount of residential density and intensity being added within the City of West Palm Beach's downtown as well as potential growth in the City of Lake Worth. With limited recreation space and a Transportation Concurrency Exemption Area (TCEA) in place, expected spillover of that increased density and intensity into the Town will only exacerbate capacity concerns along County Road/Ocean Boulevard/State Road A1A.

shoreline, natural and historic resources and sea level rise. The basis for seeking this designation is the Florida Department of Environmental Protection (FDEP) June 2015 Study, Critically Eroded Beaches, noted the "area extending south of Lake Worth Inlet along the town of Palm Beach (R76-R128) are 10.9 miles of critical erosion threatening private development, local parks, and State Road A1A.

VI. RECREATION AND OPEN SPACE

1. Clarify ownership of Kreusler Park

Clarified ownership of Kreusler Park (pg. VI-2).

Kreusler Park is a Palm Beach County Park ~~under the County's control~~, although it is located within the Town's corporate limits.

2. Include reference of new Recreational Center approval by Town Council.

Added reference of new Recreational Center approval by Town Council. (pg. VI-9).

In 2016, the Town conducted an extensive community survey regarding the Town's park and recreation facilities and opportunities. The survey lead to a needs assessment and master plan for the Town's Seaview Park and Recreation Center. Other park and recreation improvements were also identified. Subsequently, the Town Council approved plans for a new Recreational Center.

VII. INTERGOVERNMENTAL COORDINATION

No Changes.

VIII. CAPITAL IMPROVEMENT

1. Include language about minimizing impacts of public improvement needs with quality of life.

Added language regarding the balancing public improvement needs with general welfare and inconvenience (pg. VIII-1 and VIII-13).

9. Analysis of quality of life and timing issues – balancing public improvement needs with general welfare and inconvenience.

- Quality of life and timing issues – balancing public improvement needs with general welfare and inconvenience.

2. Clarify CIP schedules.

Clarified appendices for different CIP schedules (pg. VIII-3).

Table VIII-1 sets forth the Town's proposed Schedule of Capital Improvements (SCI) and budget for FY 2016-2008 (carry-over) through FY 2021-2013 are provided as appendices to this



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS™

Memorandum

Multi-family Moderate Density (up to 6 du/gross Palm Beach	117	6
Multi-family High Density (up to 13 du/gross Palm Beach acre)	226	11
Commercial	93	5
Public	4	0
Recreation	106	5
Private Group Use	219	11
Approved PUD (up to 13 du/gross Palm Beach acre)	168	8
Conservation	39	2
TOTAL*	2,076	100

II. TRANSPORTATION

1. Include language about development impacts from downtown West Palm in the Traffic circulation Element.

Added additional language about traffic circulation and downtown west palm (pg. II-2).

In addition, Town roadways are subject to traffic impacts resulting from developments in neighboring communities. Recent land use changes will result in increased density and intensity within the Transportation Concurrence Exemption are (TCEA) in downtown West Palm Beach. As a result it is expected to negatively affect traffic circulation both on and off the island.

2. Analysis is misspelled.

Corrected spelling of "Analysis" (pg. II-7).

ANALYSIS OF PROJECTED TRAFFIC AND NEEDS

3. Add table number II-1 to table.

Added table number II-1 to table (pg. II-8).

TABLE II-1

DAILY PEAK SEASON TRAFFIC COUNTS

SELECTED LOCATIONS

TOWN OF PALM BEACH

2015-2008 2004—2008

Given its highly visible location, redevelopment of the Royal Poinciana Plaza has significant potential to affect the established community character of the Town of Palm Beach. The Comprehensive Plan suggests that the key ~~lynchpin~~ of what makes the special physical character of the Town of Palm Beach so special is the Town's long standing commitment to gradual and graceful evolution of development within the Town - as opposed to significant departures from the existing fabric of development.

(I-16) Par 1, 2

Repetitious language re "impacts"

Why do references to the Plaza continue to be lumped together with development in "nearby" commercial areas? This seems inappropriate given the special character of the property, its landmarked status and its separate zoning designation?

TRANSPORTATION ELEMENT

TRAFFIC GENERATORS

There are four main bridges crossing the Intracoastal Waterway and connecting the Town to the mainland: these are:

- Royal Park Bridge
- Flagler Memorial Bridge
- Southern Boulevard Bridge

Page II-3

- Robert A. Harris Memorial Bridge (Lake Worth Rd.)

(II-4)

Bridges are not traffic generators, land uses are. The list should start from the North and go south, ie the first bridge should be Flagler Memorial, then Royal Park, etc.

Developments in nearby communities may cause increases in traffic on regionally significant roadways in the Town. The Town lacks sufficient data to evaluate these impacts. In 2001, the Town negotiated with the City of West Palm Beach and reached agreement with regards to the Town's concerns over the lack of LOS determinations in the City of West Palm Beach's downtown Master Plan.

(II- 4) Par 5

Private Facilities

Private clubs and golf courses represent a very real and active sector of the recreation scene in the Town of Palm Beach. In combination, these clubs and courses provide ~~three~~ 18-hole golf courses, 26 tennis courts, and 70 boat slips. In addition, several thousand 5,450 linear feet of beach frontage is under private/club ownership. In total these uses provide 352.22 ~~270.6~~ acres of recreational facilities in the Town. These facilities are not used by the Town in meeting its recreation standard.

Handicapped Facilities

Restroom facilities at all public recreation areas are accessible to the handicapped.

RECREATION STANDARDS

~~Before facilities can be properly evaluated, it is necessary that realistic park and recreation standards be developed.~~

~~The State of Florida, which produces Florida's statewide Comprehensive Outdoor Recreation Plan, *Outdoor Recreation in Florida*¹, has synthesized numerous recreation standards from both national and state sources to provide general guidelines for Florida's use.~~

~~These guidelines refer to seven types of parks and facilities. Two of the park types, Regional and Urban District, require large acreage as well as a minimum support population at least twice the build out population of the Town. Although the Town's beaches and cultural facilities serve district and regional clientele, these two park types are inappropriate for inclusion in the Town's standard, due to their size and population requirements.~~

~~The remaining five park and facility types taken collectively total 6 acres per 1,000 population and appear to mirror the composite intent of the Town's park, recreation and open space system.~~

The Town of Palm Beach is uniquely characterized by a number of factors, including: its linear configuration, a predominately older population, a scarcity of available vacant land, and the presence of a community whose "plan" was well thought-out and executed. The Town's natural resources, beach-oriented parks, municipal docks, public golf course, and Seaview Park complex are adequate to provide both the community and neighborhood recreation needs of Town residents. Consequently, it has been the Town's policy to provide a variety of community-serving facilities and activities along its beachfront, and a limited number and scope of neighborhood parks and facilities.

The Town of Palm Beach has been able to provide sufficient recreation acreage to meet or exceed its recreation standard of six acres per one thousand population for its peak seasonal

¹~~Outdoor Recreation in Florida, 1994, Florida Department of Environmental Protection, Division of Recreation and Parks, Office of Park Planning.~~

POLICY 2.1

The Town will offer regulatory assistance to protect private sector recreational providers which do not employ membership, employment, or usage policies that discriminate on the basis of race, color, sex, religion, or marital status. The Town will schedule, as needed on an annual basis, a staff workshop targeted at identifying and resolving private sector recreational issues.

POLICY 2.2

The Town recognizes the importance of the present informal mutual use agreement for the public and private school sites. The Town shall continue to maintain formal agreements with the Palm Beach County School Board and the Palm Beach Day Academy to ensure continued joint use.

OBJECTIVE 3

The Town will continue to maintain its system of parks and recreational facilities to meet the needs of the current and future resident population.

POLICY 3.1

The Town of Palm Beach adopts a minimum recreation standard of six acres per one thousand population. Acreage to be used in calculations to meet this standard shall include all public parks and recreation facilities in the Town, the Lake Worth Casino, and 50% of land associated with school facilities and private cultural facilities open to the public.

POLICY 3.2

Through the use of adequate operating budgets and proper management techniques, the Town will preserve and maintain existing parks and recreation facilities. The Town will review its operating budgets and management techniques as needed annually to ensure continued high level performance.

POLICY 3.3

All acquisitions of, and physical improvements to, park and recreation facilities costing greater than \$25,000 each, included in this Element, shall be scheduled in the Capital Improvements Element of this Comprehensive Plan. Capital items shall be prioritized and included on an as needed annual basis.

POLICY 3.4

The Town of Palm Beach shall review its park and recreation facilities for deficiency identification as needed every five years.

POLICY 3.5

The Town of Palm Beach shall develop a master plan for redevelopment of Seaview Park and Recreation Center based on feedback received from Town residents through the needs assessment process and community-wide survey.

POLICY 3.6

The Town of Palm Beach shall prioritize potential improvements to Town park and recreation facilities based upon residents' feedback through the need assessment process and community-wide survey.

OBJECTIVE 4

Lands designated as open space will be protected, as provided in this and the Coastal Management/Conservation Element, and will remain functionally intact.

POLICY 4.1

Article 6, Section 21, of the Town's Zoning Ordinance, which requires that buffering be provided between parking lots and non-compatible adjacent uses (e.g. residential adjoining commercial), shall be maintained or strengthened during the Town's periodic update of its land development regulations.

POLICY 4.2

Article 4 of the Town's Zoning Ordinance provides, through its PUD provisions, for additional building height in exchange for decreased impervious ground coverage. This provision shall be maintained ~~or modified during~~ in the Town's ~~update of its~~ land development regulations.

POLICY 4.3

The Town shall continue to maintain written agreements with the State of Florida Trustees of the Internal Improvement Fund and the Audubon Society that ensure the designation of the 39-acre natural islands for conservation use.

Project Budget \$46,000

Operating Budget Impact There will be no increase to personnel. Operating costs associated with this project should minimally increase (Repairs and Maintenance < \$5,000 annually.)

Water Main Improvements WPB

This project includes funds from the 2008 Interlocal Agreement with the City of West Palm Beach for the Town to make improvements to designated water mains throughout the Town.

Project Budget \$580,000*

Operating Budget Impact There will be no increase to personnel. Operating costs associated with this project should minimally increase (Repairs and Maintenance < \$5,000 annually.)

Fuel Tank Replacement Program

These funds will allow for the continuation of improvements to the Town's fuel tanks and/or piping to remain in compliance with state regulations. The following is a list of the fuel tanks that are to be replaced (including their locations):

- 1) A 42 Wastewater Pump Station 3001 South Ocean Boulevard
- 2) A 6 Wastewater Pump Station 300 South Lake Drive
- 3) A 7 Wastewater Pump Station South County Road at Island Road
- 4) A 39 Wastewater Pump Station 2171 South Ocean Boulevard
- 5) A 41 Wastewater Pump Station 2500 South Ocean Boulevard
- 6) A 43 Wastewater Pump Station 3400 South Ocean Boulevard
- 7) S 2 Master Pump Station 9 Lake Trail
- 8) D 4 Stormwater Pump Station 445 North Lake Way
- 9) D 9 Stormwater Pump Station West end of Mediterranean
- 10) D 10 Stormwater Pump Station 1060 North Lake Way
- 11) D 12 Stormwater Pump Station 269 Seminole (Wetwell @ Everglades)
- 12) D 15 Stormwater Pump Station 420 South Lake Drive
- 13) Police Station 360 South County Road
- 14) Fire Station #1 355 South County Road
- 15) Fire Station #2 300 North County Road
- 16) Fire Station #3 2185 South Ocean Boulevard
- 17) Town Hall 360 South County Road
- 18) Public Works 951 Old Okeechobee Road (West Palm Beach)
- 19) Par 3 Golf Course 2345 South Ocean Boulevard
- 20) Seaview Tennis Center 340 Seaview Avenue

Project Budget \$1,964,000*

Operating Budget Impact There will be no increase to personnel. Operating costs associated with this project should minimally increase

(Repairs and Maintenance < \$5,000 annually.)

North Fire Rescue Station

These funds will allow for construction of a traffic signal and the continuation of a two-year program to replace windows.

Project Budget _____ **\$199,200***

Operating Budget Impact _____ There will be no increase to personnel. Operating costs associated with this project should minimally increase
(Repairs and Maintenance < \$5,000 annually.)

*Includes FY08 Estimated Carry-over Budget

Intensive development occurring in downtown West Palm Beach is a concern as it relates to impacts on the Town public services. ~~Even the long range availability of water from regional sources is in question.~~

The Town has also been experiencing a shortage of Town-serving services. As property values continue to climb, Town-serving commercial services find it increasingly difficult to pay the escalating rents. There is continual pressure from local retailers and businesses to cater goods and services to clientele beyond the Town's border. Commerce related traffic from off-island customers has therefore increased. The intensive development now taking place ~~on~~ in the West Palm Beach ~~lakefront downtown~~ will surely add to this problem.

There are remedial and preventative strategies that can be employed to cope with these basic problems. The three most basic land use protection strategies for Palm Beach are to:

- Discourage the amount and type of region-serving commercial development while encouraging Town-serving ones.
- Control the pace, type, and intensity of redevelopment activity in older areas of Town.
- Encourage development and redevelopment at lower density levels than existing zoning allows, except for redevelopment where maintaining previous densities and/or intensities are allowed after unintentional damage or destruction, such as by fire or other casualty, act of terrorism, war or act of God or nature (and with approval from FDEP if building east of the CCCL).

The tremendous pressure for expansion of commercial land use is a direct function of the economically valuable image of a Palm Beach address. It is imperative that region-serving, high traffic generating, commercial uses be prevented from further proliferating and be reduced wherever possible.

The Town's Zoning Ordinance has established 4,000 square-feet as the maximum gross leasable area for commercial establishments in certain districts. To be granted a waiver from this provision, the applicant must demonstrate that the business is Town-serving; that adequate parking is available to support the request for increased floor area; and, that a hardship exists which prevents them from conducting their Town-serving business within 4,000 square-feet or less. The most common waivers have been for financial institutions and professional office space.

Residential redevelopment could play a major role in future land use. There is little open land remaining to develop, so developer interest will focus on large estates that will be tempting to subdivide. Many estates can be subdivided without additional rezoning, since the existing densities are lower than present zoning allows. Measures that will slow or prevent such change include Historic Landmarks Regulations, strict application of the Town's Subdivision Regulations, and the Town's PUD-4 zoning provision which is intended to encourage preservation of historic residential

The Town occupies an area approximately 12 miles in length, and varying in width from about one-quarter to three-quarters of a mile. It is surrounded by water on three sides: Lake Worth to the west, Lake Worth Inlet to the north, and the Atlantic Ocean to the east. The Town of South Palm Beach lies to the south. Expansion of the corporate limits of the Town is impossible. Thus, the Town has a finite area in which to accommodate its citizenry and the facilities to serve them.

Palm Beach is essentially built-out nearing saturation. Only about 51 acres, or two percent, of the land in the Town remain undeveloped. Equally important, areas with potential for redevelopment are limited and require sensitive treatment to be fully compatible with the existing land use distribution in the Town. It is helpful to view Palm Beach from an overall perspective because such a macro-view allows identification of relationships, historical patterns, and land use groupings. The following diagram provides a generalized view of the land use patterns in the Town today.

There has been no increase or decrease in the land area of Palm Beach since the last Evaluation and Appraisal Report (EAR). Further, practically all construction in the Town since the last EAR has been the result of redevelopment of the same type of use that existed prior. Consequently, the amount of the various land uses in the Town remain essentially the same as recorded in 1996. However, the use of the County Property Appraiser data files coupled with GIS software allows a more accurate calculation of total area and allocation among the various uses. Further, current tabulation of property within the Town limits includes water and submerged lands, and identifies the general pattern of land uses for the contiguous upland areas of the island. Consequently, the estimated distribution of existing uses within the Town as of January 2009 is not directly comparable with the estimates for 1996 because water areas were not included, and submerged lands and spoil islands were not entirely accounted for. Maps titled Existing Land Use 2009 April 2016 graphically portray the identified existing land uses.

The Town encompasses approximately 2,509 acres, including street rights-of-way. Table I-2 summarizes existing land uses in the Town as of January 2009 April 2016 by general range of density and intensity of use which remains unchanged since the last Evaluation and Appraisal Report. There are no agricultural, industrial, or mobile home uses in the Town; there are also no rivers, bays, fresh water lakes, harbors, waterwells, cones of influence, or economically feasible mineral deposits.

Residential is the predominant land use within the Town, accounting for 60% of all land area. The majority of single-family units are located in the north and south central portions of the Town. In contrast, most multi-family dwellings are located in the southernmost part of Town, south of Sloan's Curve, and were developed beginning in the 1960's. Because of the high cost of land, and the fact that Palm Beach is located in the coastal hurricane vulnerability zone, there are no mobile homes in the Town.

The acreage devoted to commercial uses including hotel/resort uses accounts for about 4% of all land area. This represents a ratio of about 11.8 acres per one thousand population. This ratio is somewhat high compared to other communities due to the high seasonal residency component. As of January 2009, there was no undeveloped commercially zoned land in the Town.

3. The commercial concentration in the vicinity of Royal Poinciana Way, near the Flagler Memorial Bridge, is primarily oriented to the local retail and service needs of Town residents and visitors. However, the Royal Poinciana Plaza, a concentration of shops, restaurants, and offices just east of the Flagler Memorial Bridge, serves a broader clientele.
4. The dominant character of the Town's commercial sector is one of small scale. The vast majority of the commercial uses in the Town each encompass 4,000 square-feet or less of gross leasable area. Despite the reputation of Worth Avenue and the presence of some large retail anchors and office uses in the Town, the overall character of the Town's commercial areas is one of small business concerns which, individually, would not normally be expected to draw the majority of its patrons from beyond the Town's limits.

There are no industrial or agricultural uses within the Town of Palm Beach.

Fishermen's Island, Hunter's Island, and Bingham Isle are leased by the Audubon Society as rookeries and bird sanctuaries, and have been designated for conservation on the Town's Future Land Use Plan Map. Title to these islands is variously held by either the State Trustees of the Internal Improvement Fund or the Blossom Estate. In addition, a portion of the Blossom Estate Subdivision was designated for conservation in connection with the approval of this subdivision.

Lands devoted to public recreational use account for 5% of the land area in the Town (excluding rights-of-way). There are three types of public recreation areas in Palm Beach: major recreation areas (such as community parks), neighborhood/mini parks, and special use resources or facilities. All facilities are described in detail in the Recreation/Open Space Element.

Public uses include schools and governmental facilities such as Town Hall, police and fire stations, sanitary sewerage lift stations, etc. These constitute approximately 2% of the land area in the Town.

Private Group Uses account for 10% of the land in the Town. This category includes such uses as churches, private schools, golf and country clubs, other private clubs, museums, etc.

The Town has surveyed 1162 identified—928 sites of potential historic or architectural significance. All are listed on the Florida Site File of the Florida Department of State, Division of Historical Resources. ~~To date, the~~ The Town has designated 315 ~~206~~ landmark properties as of May 2016, ~~vistas and districts~~. These are protected by ordinance.

FUTURE LAND USE NEEDS

Palm Beach is an intensely developed coastal community with almost no room left for growth. Expansion of the corporate area is likewise impossible. Significant population growth cannot take place unless major redevelopment occurs in existing single-family areas. These factors, combined with the fact that most of the Town's land area is already developed, and located on a barrier island limit the Town's ability to arrange, shape and allocate land uses to adjust to community needs, and limit the permissible density of population.

exceed what is permitted in this land use category and the land development regulations if rebuilt at the same density and/or intensity, on the same footprint and to the same size and configuration as those nonconforming buildings or structures being replaced. Actual construction to replace, restore or reconstruct the nonconforming building or structure shall commence within the time frame outlined in the land development regulations.

Public Uses

The Plan designates approximately four acres of land for this use. Appropriate uses include public schools, low intensity public facilities at a scale and intensity necessary to primarily serve the needs of Town persons, and owned, operated, franchised, or supervised by a governmental agency. The designation of a property for Public Use on the Future Land Use Plan Map recognizes the current use of the property; and, further, that such properties may also be appropriate for residential or commercial development. The Zoning Ordinance is the tool which indicates those uses which are specifically allowed. Nonconforming buildings or structures unintentionally damaged or destroyed, such as by fire or other casualty, act of terrorism, war or act of God or nature may exceed what is permitted in this land use category and the land development regulations if rebuilt at the same density and/or intensity, on the same footprint and to the same size and configuration as those nonconforming buildings or structures being replaced. Actual construction to replace, restore or reconstruct the nonconforming building or structure shall commence within the time frame outlined in the land development regulations.

Recreation Uses

The Plan designates approximately 106 acres of land for this use. This category is intended for low intensity public recreational uses or activities at a scale and intensity necessary to primarily serve the needs of Town persons, and to preserve the natural and scenic resources of the Town. Only public facilities, owned, operated, franchised or supervised by a public governmental entity, are given this designation. Nonconforming buildings or structures unintentionally damaged or destroyed, such as by fire or other casualty, act of terrorism, war or act of God or nature may exceed what is permitted in this land use category and the land development regulations if rebuilt at the same density and/or intensity, on the same footprint and to the same size and configuration as those nonconforming buildings or structures being replaced. Actual construction to replace, restore or reconstruct the nonconforming building or structure shall commence within the time frame outlined in the land development regulations.

Private Group Uses

The Plan designates approximately 219 acres of land for this use. Appropriate uses include low intensity private clubs, golf and country clubs, houses of worship, museums and noncommercial recreation-type or cultural uses at a scale and intensity intended to primarily serve the needs of Town persons. The designation of a property for Private Group Use on the Future

POLICY 3.5

The Town of Palm Beach shall develop a master plan for redevelopment of Seaview Park and Recreation Center based on feedback received from Town residents through the needs assessment process and community-wide survey.

POLICY 3.6

The Town of Palm Beach shall prioritize potential improvements to Town park and recreation facilities based upon residents' feedback through the need assessment process and community-wide survey.

(VI-12)

The GOPs of a Master Plan based on the described input process seems unclear.

CAPITAL IMPROVEMENTS ELEMENT**LOCAL POLICIES AND PRACTICES**

Local practices to guide the timing and location of capital improvement projects weigh needs against projected revenue sources, including the availability of grants. The Town does not have a formalized procedure for prioritizing capital improvements. However, it does use the following set of considerations in balancing project needs with available funds:

- Public health, safety, and welfare benefits of the facility;
- Degree of public benefit;
- Maintenance of established levels of service, including prevention of future capital costs;
- Critical nature of facility need;
- Financial feasibility;
- Overall distribution of projects between facility types and geographical location.
- Quality of life and timing issues – balancing public improvement needs with general welfare and inconvenience.

According to state law, as indicated below,



TOWN OF PALM BEACH RECREATION DEPARTMENT

MINUTES OF THE RECREATION ADVISORY COMMISSION **HELD ON WEDNESDAY, NOVEMBER 5, 2014**

I. CALL TO ORDER & ROLL CALL

A regular Recreation Advisory Commission meeting was called to order on Wednesday, November 5, 2014, at 9:00 a.m. in the Town Council Chambers. On roll call, all of the appointed officials were found to be present.

II. PLEDGE OF ALLEGIANCE – Chairwoman Pamela McIver led the Pledge of Allegiance.

III. COMMENTS FROM RECREATION ADVISORY COMMISSIONERS –

IV. COMMUNICATIONS FROM CITIZENS - None

V. APPROVAL OF THE AGENDA - Motion was made by Commissioner Donald Singer, and seconded by Commissioner Stephen Hall to approve the agenda. Motion carried unanimously.

VI. APPROVAL OF SEPTEMBER 3, 2014, MEETING MINUTES – Motion was made by Commissioner Roberta Mambrino, and seconded by Commissioner Timothy O'Hara to approve the September 3, 2014, minutes. Motion carried unanimously.

VII. OLD BUSINESS

- A. **Par 3 Projects** - Mr. Jay Boodheshwar, Director of Recreation and Special Projects, gave a report regarding the status of projects at the par 3. They were: changes to the club house lighting including the possibility of additional landscape lighting, parking lot modifications which include reconfiguring parking and adding additional spaces and staff parking at Phipps Ocean Park, and the construction of the new patio including landscaping.

VIII. **NEW BUSINESS**

- A. **Long Term Master Planning for Reconstruction of Town Docks** – Mr. Boodheshwar gave a presentation regarding the upcoming reconstruction of the Town Docks. He said staff felt that a master plan should be completed to ensure a continued balance between the current atmosphere of the facility, the needs of our customers and the needs of the adjacent residential community. The commission recommended that planning of the project should be a community process consisting of staff, appropriate consultants, area residents, and customers at the docks.

- B. **Long Term Master Planning for Recreation Center/Seaview Park** – Mr. Boodheshwar stated that the Recreation Center will be 30 years old in December

2014. There have been minor enhancements and repairs over the past 30 years. However, additional updating of the facility will be necessary in the future not only to bring everything up to date but to potentially reorganize the building programming areas to meet the needs of today's community. The commission recommended that a staff consider including funds in the FY2016 budget for a master plan, and like the docks, the community should be involved in the planning process.

- IX. **STAFF REPORT** - In addition to the written report provided by staff, Mr. Boodheshwar, provided highlights of the report to the commissioners and answered various questions. Golf Manager Tony Chateauvert, Assistant Director Rod Gardiner and Dockmaster Mike Horn also gave short reports and answered questions.
- X. **ANY OTHER MATTERS** - None
- XI. **ADJOURNMENT** - There being no further business, Chairwoman McIver adjourned the meeting at **10:30** a.m.

21



Bid Details

Bid Information

Agency	Town of Palm Beach
Bid Type	Request for Qualifications
Bid Number	RFQ-2016-45-0-2016/IT
Fiscal Year	2016
Bid Writer	Ilyse Triestman
Bid Name	SEAVIEW PARK AND PALM BEACH COMMUNITY CENTER IMPROVEMENTS Construction Manager at Risk Services
Bid Status	Under Evaluation
Bid Status Text	None
Award To	
Due Date/Time	10/4/2016 2:00 PM Eastern
Broadcast Date	9/4/2016
Bid Bond	
Project Estimated Budget	
Plan (blueprint) Distribution Options	None
Distribution Method	Download and Mail
Distributed By	Onvia DemandStar
Distribution Notes	None
Scope of Work	The Town of Palm Beach is soliciting proposals from a qualified Construction Manager at Risk to furnish all work, necessary permits, and construction supervision to fully complete the demolition of the existing one-story recreation center, tennis pro shop, maintenance building, playground and tennis hitting wall, Construction of a new two story community center and gymnasium, tennis pavilion and elevated plaza above base flood elevation, approximately 2-3 feet above existing grade, numerous existing ramps, expansion of the playground with new equipment and expansion of on-site parking, achieved by relocating soccer field to the west. Seven existing tennis courts will remain in place and in operation throughout the entirety of construction.
E-Bidding	No

Legal Ad

VIEW

Please select either the View or Edit button to manage legal ad.

Pre-Bid Conference

NON-MANDATORY
September 14, 2016
10:00 a.m.
Town of Palm Beach
Public Works Complex – Meeting Room, 951 Okeechobee Road
West Palm Beach, Florida 33401

22

Publications

Palm Beach Post 9/4/2016
Palm Beach Post 9/11/2016

Documents

VIEW

- Bid Package**
- RFQ NO. 2016-45 - SEAVIEW PARK AND PALM BEACH COMMUNITY CENTER IMPROVEMENTS (CMAR) (42 Pages, Complete)
 - Pre-Proposal Meeting Sign In Sheet (2 Pages, Complete)
 - RFQ NO. 2016-45 - ADDENDUM NO. 1 - EXHIBIT 1 - PRELIMINARY DRAWINGS (11 Pages, Complete)
 - RFQ NO. 2016-45 - ADDENDUM NO. 1 - EXHIBIT 2 - SOILS REPORT (14 Pages, Complete)
 - RFQ NO. 2016-45 - ADDENDUM NO. 1 - EXHIBIT 3 - SURVEY (5 Pages, Complete)
 - RFQ NO. 2016-45 - ADDENDUM NO. 1 (3 Pages, Complete)
 - RFQ 2016-45 - Seaview CMAR - RFI Responses (1 Page, Complete)
- Award**
- RFQ No. 2016-45 - Seaview Park Imprv CMAR - Listing (1 Page, Complete)
 - RFQ No. 2016-45 - Sel Comm - Short List (1 Page, Complete)

Commodity Codes

- 001-958-26 - Construction Management Services
- 018-906-00 - ARCHITECTURAL SERVICES, PROFESSIONAL
- 018-906-07 - Architect Services, Professional, (Not Otherwise Classified), Including Consulting
- 018-906-10 - Buildings, Architectural Design Services
- 018-906-72 - Recreation Facilities, Parks, Marinas, etc., Architectural Services
- 022-909-00 - BUILDING CONSTRUCTION SERVICES, NEW, INCLUDING MAINTENANCE AND REPAIR SERVICES
- 022-909-03 - Administration of Contracts: Summary of Work, Quality Control, Project Closeout, etc.
- 022-909-17 - Athletic Facility Maintenance and Repair
- 022-909-22 - Building Construction, Non-Residential, Office Bldg., etc.
- 022-909-24 - Building Construction, Commercial and Institutional
- 022-909-30 - Building Construction, (Not Otherwise Classified)
- 022-909-63 - Maintenance and Repair, Commercial and Institutional Building
- 022-912-00 - CONSTRUCTION SERVICES, GENERAL, INCLUDING MAINTENANCE AND REPAIR SERVICES)
- 022-912-19 - Clearing and Grubbing Services
- 022-912-23 - Construction, General: Backfill Services, Digging, Ditching, Road Grading, Rock Stabilization, etc.
- 022-912-33 - Construction, Swimming Pool
- 022-912-35 - Construction, Tennis and Sports Court
- 022-912-40 - Demolition Services
- 032-951-10 - Facilities and Other Improvements, Sports Facilities

<< Return

23



Planholders List

Member Name

Town of Palm Beach

Bid Number

RFQ-2016-45-0-2016/IT

Bid Name

SEAVIEW PARK AND PALM BEACH COMMUNITY CENTER IMPROVEMENTS Construction Manager at Risk Services

55 Planholder(s) found.

Supplier Name ▲	City	State	Phone	Fax
ACAI Associates Inc.	Fort Lauderdale	FL	9544844000	9544845588
Advanced Starlight International	Portland	OR	5032225718	5032225700
ANATOM CONSTRUCTION COMPANY	Wellington	FL	5612210226	5614292904
ARAZOZA BROTHERS CORP	HOMESTEAD	FL	3052463223	3052460481
BILTMORE CONSTRUCTION COMPANY, INC.	Belleair	FL	7275852084	7275852088
Burke Construction Group, Inc.	Doral	FL	3054686604	3054686654
Burkhardt Construction	West Palm Beach	FL	5616591400	5616591402
ConstructConnect	Cincinnati	OH	8772271680	8665708187
Construction Journal, Ltd.	Stuart	FL	8007855165	8005817204
Copper Stone Construction & Designing Corp	West Palm Beach	FL	5616978638	5616973823

Page 1 of 6 first | previous | next | last

Format for Printing No

Search

<< Return

TOWN OF PALM BEACH

Town Council Meeting on: August 16, 2016

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 145-2016 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Fiscal Year 2015/2016 Capital Improvement Plan to Reflect the Addition of the Seaview Park Playground **With an Estimated Construction Period to Begin in Fiscal Year 2016/2017 and** Authorizing the Town Manager to Execute the Florida Recreation Development Assistance Program Grant on Behalf of the Town.

Presenter

Beth Zickar, Director of Recreation

ATTACHMENTS:

- **Memorandum Dated August 9, 2016 From Beth Zickar, Director of Recreation**
- **Resolution 145-2016**
- **FRDAP Grant Application Example**

TOWN OF PALM BEACH

Information for Town Council Meeting on: August 16, 2016

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Beth Zickar, Director of Recreation

Re: Amendment to Fiscal Year 2015/2016 Capital Improvement Plan and Authorization
to Execute a Grant Application
Resolution No. 145-2015

Date: August 9, 2016

STAFF RECOMMENDATION

Staff recommends the approval of Resolution No. 145-2016, amending the Fiscal Year 2015/2016 Capital Improvement Plan to reflect the addition of the Seaview Park playground project with an estimated construction period to begin in Fiscal Year 2016/2017. In addition, staff recommends authorization for the Town Manager to execute a grant application through the Florida Recreation Development Assistance Program.

GENERAL INFORMATION

On July 1, 2016, the Florida Legislature announced the availability of grant funding for local governmental entities to acquire or develop land for public outdoor recreation purposes from the Florida Recreation Development Assistance Program (FRDAP). These funds are exclusively for projects that provide recreational enhancement and opportunities for individuals with unique abilities. The requirement is defined as: "those projects that incorporate adaptations or modifications to the design and development of recreational resources or equipment to meet the needs of all potential participants including those with physical or developmental disabilities."

The redesign of Seaview Park includes the construction of a new expanded playground. A play area which provides access to children of all abilities remains a focus of the design team. The proposed enlarged playground is anticipated to encompass approximately 7,000 square feet. Features include, but are not limited to, a smooth and seamless safety surface, universally designed play equipment, accessible water fountains, benches and tables.

The FRDAP grant is a matching grant program, with the match formula as follows:
Project Cost = State Share + Grantee Share

It is a requirement of this grant that all projects being submitted for consideration be included

in the current Capital Improvement Plan. This project is contained in the proposed budget for Fiscal Year 2016/2017. The application deadline for this grant is August 17, 2016

If needed, budget amendments will be prepared to memorialize these changes to the Capital Improvement Plan, should approval be granted.

FUNDING/FISCAL IMPACT

Alternative funding sources are being sought to defray the Town's portion of the cost of the Community Center project. This grant, if successfully awarded, would provide \$200,000 in reimbursed expenses to the Town.

TOWN ATTORNEY REVIEW

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

Attachments

c: John C. Randolph, Town Attorney
Jay Boodheshwar, Deputy Town Manager
H. Paul Brazil, Director of Public Works
Jane Struder, Director of Finance

RESOLUTION NO. 145 - 2016

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2015/2016 CAPITAL IMPROVEMENT PLAN TO REFLECT THE ADDITION OF THE SEAVIEW PARK PLAYGROUND WITH AN ESTIMATED CONSTRUCTION PERIOD TO BEGIN IN FISCAL YEAR 2016/17 AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM GRANT ON BEHALF OF THE TOWN.

WHEREAS, The Town of Palm Beach will be replacing the existing playground at Seaview Park with ADA playground equipment and other support improvements which will provide for ADA accessibility to recreational elements; and

WHEREAS, The State of Florida Department of Environmental Protection (FDEP), through its Florida Recreation Development and Assistance Program (FRDAP) provides a significant, potential and necessary source of funding for this project; and

WHEREAS, Obtaining grant funding in the amount of up to Two Hundred Thousand and no/100 dollars (\$200,000), would be in conjunction with matching funds from the Town of Palm Beach General Fund PAYGO Account; and

WHEREAS, The Town of Palm Beach has the ability and the intention to finance the local matching share of the project costs in the amount of Two Hundred Thousand and no/100 dollars (\$200,000) and that the project will be operated and maintained at the expense of the Town of Palm Beach 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 above referenced recitals are hereby confirmed and made part of this resolution by reference.

Section 2: The Florida Recreation Development Assistance Program Grant Application, attached as an exhibit, is hereby approved and the Town Manager is authorized to execute the same on behalf of the Town.

Section 3: The Town Council of the Town of Palm Beach hereby amends the Fiscal Year 2015-2016 Capital Improvement Plan schedule to reflect the addition of the Seaview Park Playground with an estimated construction period to begin in Fiscal Year 2016/2017.

Section 4: The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the change.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 16th day of August 2016.

Gail L. Coniglio, Mayor

Michael J. Pucillo, Town Council President

Richard M. Kleid, Town Council President Pro Tem

Bobbie Lindsay, Town Council Member

ATTEST:

Danielle H. Moore, Town Council Member

Susan Owens, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member



FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM
GRANT APPLICATION PACKAGE

Required Signatures: Adobe Signature

PART I — GENERAL INFORMATION

(DEP USE ONLY)

Received: _____

Postmarked: _____

Application Number: _____

1. APPLICANT INFORMATION

A. Name of Applicant: _____

B. Federal Employer Identification Number: **
**(This number must be registered at My Florida Market Place with the address the warrant will be forwarded)

C. Population: _____

D. Current Operating Budget: _____
(This is the operating budget for the city, county or special district, and not just the department budget)

E. Contact Person: _____ Title: _____
(The contact person is someone who will be in direct contact with DEP and be responsible for administering this grant if awarded)

F. Mailing Address: _____

City/State: _____ Zip Code: _____

Telephone : () _____ E-mail: _____

FAX: _____

☐ I hereby certify that this project incorporates adaptations or modifications that provide recreational enhancement and opportunities for individuals with unique abilities. Project costs in the amount of \$ _____ will be solely dedicated for adaptations or modifications to the development of a "primary facility" as defined in Rule 62D-5.054, Florida Administrative Code, incorporating unique abilities.

I further certify that the information provided in this application is true and accurate and I possess the authority to apply for this grant on behalf of the applicant.

Signature of City or County Manager/Title

DRP-106 (Effective 07-15-2016)

Date

Town Council Minutes of 9-14-82

ed to the 14' wall.

Mr. Grace stated his concern about the length of the bare wall and thought there should be some ways to make it look better and not depending wholly on the landscaping. Mr. Steel felt it was not the best thing to do to put the balconies on the east and west walls since he felt the landscaping would hide the walls completely when the trees grow. He could not see putting in the balconies when on the east side they would look onto a seven story building and on the west side they would look at an office building.

Mr. Frost gave the Administrative comments: No evident hardship states the Building Department who objects and Mr. Moore has written comments on the Site Plan. Mr. Moore stated Mr. Steel has met the conditions of the Site Plan Review Ordinance and he recommended approval subject to the following: Applicant agrees to pay a prorata share of future storm and sanitary sewer systems to serve the site. Applicant agrees to construct improvements to the median in Royal Palm Way as suggested by Kimley Horn at no expense to the Town, if it is determined by the Town that this improvement is necessary. On the Flood Insurance Variance, it is recommended that be approved provided the applicant agrees to enter a hold-harmless agreement with the Town indemnifying the Town in the event of damage due to flooding.

Mr. Warwick asked about the hardship on the variance request for the 14' wall? Mr. Steel stated not purely from aesthetics but whenever possible, parking should be screened from the main street and he felt this was an excellent means of screening the parking and driveway. Also this is has been done quite a bit in the Town and he felt it was an attractive way to solve that problem. Thirdly, a considerable number of studies have been done on the building and it is a long and narrow building and it is his opinion, this is a better solution.

Mr. Frost pointed out it is the Public Works Superintendent's opinion that liability problems not be created and the pedestrian has the right-of-way across the driveway which comes out of this property and a walkway would be necessary and in this rendering, the sidewalk has been de-emphasized and that probably will not be allowed. Mr. Steel stated he would comply with that and pointed out the wall is 25' back from the sidewalk so there is room for the cars to stop and there will be no visibility hardship.

Mr. Matthews moved that subject to the conditions specified by Mr. Moore, the application be approved. Seconded by Mr. Ilyinsky. Mr. Wearn asked if a condition could also be had on the architectural hardship being reviewed and approved by the Architectural Commission first, which is the wall for the variance. Mr. Matthews had no problem with that. Mr. Randolph asked if they were asking the Architectural Commission to determine themselves if there is a hardship or whether they deal with the architecture and that that is the best way to deal with the matter. Mr. Wearn stated he was not asking the Architectural Commission to determine if there was a hardship. Seconder accepted the condition.

Mr. Phil Reid representing the applicant asked if this was approved by the Architectural Commission, the variance would be granted? Mr. Matthews stated the Architectural Commission is to look at the treatment of the wall. Mr. Randolph stated if Architectural Commission approves, they do not have to come back to the Council. Mr. Reid informed the Council this is already on the agenda for the Architectural Commission meeting tomorrow however he wanted to be sure that there would be no effect on the Site Plan Approval or the Flood Insurance Variance in the event the Architectural Commission would not approve it. Mr. Randolph responded there would have to be some effect on the Site Plan Approval since a different treatment would be given to the wall. Mr. Moore agreed.

On roll call, the motion failed with negative votes from Grace, Wearn and Warwick.

Mr. Reid pointed out the property next door to this one has been approved for a moratorium waiver.

Mr. Grace moved that Variance No. 53-82 be granted subject to the Architectural Commission finding that this variance improves the architectural appearance of the building and Flood Insurance Variance No. 4-82 be approved and Site Plan Review for 132 Royal Palm Way be approved. Seconded by Mr. Ilyinsky.

Mr. Randolph asked if the Flood Insurance was being granted subject to obtaining the Hold Harmless Agreement and the Site Plan Review and Variance approvals are subject to those items mentioned previously? Mr. Grace and Mr. Ilyinsky agreed to the conditional approval.

Mr. Wearn asked if the Site Plan Review was subject to Architectural Commission review. Mr. Warwick understood if the Architectural Commission did not approve this, it would alter the Site Plan Review and that would come back to the Council at their next meeting. Mr. Reid agreed.

On roll call, the motion carried unanimously.

Mr. Grace moved that Moratorium Waiver Request No. 36-82 be denied. Seconded by Mr. Wearn for discussion. Mr. Wearn commented since the Moratorium is going to be considered in the near future and perhaps it would be more appropriate to table this item until that consideration is concluded and asked if Mr. Grace would consider this as the motion instead to table this for one month, that is the moratorium waiver request as it may be mute. Mr. Grace was not sure so Mr. Wearn moved the moratorium waiver request be tabled. Seconded by Mr. Matthews. On roll call, the motion carried with a negative vote from Mr. Ilyinsky.

Item 35
Flood Ins.
Var. 4-82-
Rec. bldg.

Item No. 35 - Flood Insurance Variance No. 4-82 - Town of Palm Beach, Seaview Park Recreation Area - by Architect Paul Twitty - permission to construct recreation building with floor elevation at 5.5' in lieu of 7.5'. - R-B District.

Mr. Twitty stated the purpose of this request is to lower the elevation of the proposed recreation center building from the required 7.5' to 5.5' and this is due to the unique character of the building and the fact that this will be beneficial to occupancy. He exhibited a drawing which showed the building totally surrounded by recreational activities with access from various points of the building to the outside. The existing grade around the building varies from 4' to 4'6" and they would like the floor level to be one foot above that or 5'5". The County School is at 4'8" and the Day School is at 5'8" so they feel they are within the range of the basic floor elevations of the public buildings in the area. The primary reason, however, is for the functional relationship that will be taking place between the inside of the building and the outside of the building and it will greatly simplify the ingress and egress between the two and it will also simplify the handicap ramp access and they will not have to have the stairs that would be required to each one of the entrances and exits and also there will cost implications.

Mr. Matthews did not understand why this was before the Council as it seemed that we were holding a two way conversation with ourselves.

Mr. Warwick wondered how the Town could sign a hold harmless agreement with itself. Mr. Frost explained the Town Council must look at every Flood Insurance Variance and Mr. Moore has sent a memorandum to

Town Council Minutes of 9-14-82

the Mayor and Council which talks about the opinion of the Town Attorney and about the need for further Council action on this, and these items will be coming back to the Council probably next month.

Mr. Grace moved for approval of the Flood Insurance Variance No. 4-82. Seconded by Mr. Matthews. On roll call, the motion carried unanimously.

Item No. 36 - Ordinance No. 17-82 - SECOND READING - Recodification.

Mr. Randolph read the Ordinance by title.

ORDINANCE #17-82

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE TOWN OF PALM BEACH FLORIDA; ESTABLISHING THE SAME; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED; PROVIDING FOR THE MANNER OF AMENDING AND SUPPLEMENTING SUCH CODE OF ORDINANCES; PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE; AND PROVIDING A PENALTY.

Ord.17-82
Recodification
2nd reading

Motion was made by Mr. Matthews the Ordinance 17-82 be adopted on second reading. Seconded by Mr. Wearn. Motion carried unanimously on roll call.

Mr. Winterfield called the attention of the Council that in his opinion the form is lacking and the subject matter is insufficiently identified as it is not possible to find out which provisions are being modified.

Item NO. 37 - Ordinance No. 18-82 - FIRST READING. Sanitary Sewer Line Repairs.

Mr. Randolph read the Ordinance by title.

Ordinance NO. 18-82

AN ORDINANCE OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 17 OF THE CODE OF ORDINANCES OF THE TOWN OF PALM BEACH "HEALTH AND SANITATION" BY AMENDING ARTICLE II THEREOF "SEWAGE DISPOSAL"; BY PROVIDING FOR AND DESCRIBING CERTAIN PROHIBITIVE DISCHARGES; BY PROVIDING PRIVATE PROPERTY OWNERS ARE RESPONSIBLE FOR REPAIR OF SANITARY SEWER LINES LOCATED UPON THEIR PROPERTY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION: PROVIDING AN EFFECTIVE DATE.

Ord.18-82
Sanitary Sewer
Line Repairs

Motion was made by Mr. Matthews to approve Ordinance 18-82 on first reading. Seconded by Mr. Wearn. Motion carried unanimously on roll call.

Item No. 38 - Resolution NO. 26-82 - Withdrawal of Funds - Signatories.

Mr. Frost explained this resolution was brought about by the fact that we now have a new Finance Director and he felt it was more appropriate for the Finance Director and Mrs. Crozier to sign checks and withdrawals and investment authority and he has sent a memorandum that Mrs. Crozier be retitled to Assistant Finance Director. Mr. Frost stated ordinarily it would be himself and the Finance Director signing but in his absence, Mr. Doney would sign and in Mr. Driscoll's absence, Mrs. Crozier will sign.

Res.26-82
Withdrawal of
funds
Signatories

RESOLUTION NO. 26-82

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, CONCERNING THE WITHDRAWAL OF FUNDS FROM THE TOWN'S SAVINGS AND BANK ACCOUNTS AT THE SEVERAL FINANCIAL INSTITUTIONS IN WHICH TOWN FUNDS ARE MAINTAINED.

Item No. 40 - Resolution No. 30-82 - Amendment to Agreement - Investment Advisor/Custodian - First National Bank in Palm Beach. Signatories.

Mr. Randolph read Resolution No. 26-82 and 30-82 by title. On motion of Matthews/Grace, the Resolutions were adopted on roll call.

RES.30-82
Amend. to agree
ment/
Signatories

RESOLUTION 30-82

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AMENDMENT TO AN AGREEMENT BETWEEN THE TOWN AND THE FIRST NATIONAL BANK IN PALM BEACH.

Item No. 39 - Resolution No. 29-82 - Adopting a Tentative Budget for Fiscal Year 1982/83.

Mr. Frost stated this item will have to wait until 5:01 PM.

Res.29-82
Tentative
Budget 82/83

Item No. 41 - Committee Reports.

Public Safety Committee Report of August 2nd, 1982 was read by the Clerk.

PUBLIC SAFETY COMMITTEE REPORT OF MEETING HELD AUGUST 2, 1982

The Public Safety Committee met on August 2, 1982 at 10:00 AM in the Town Hall Conference Room.

Committee rpt.

Present were the following: Chairman Robert M Grace; Committeeman Charles H Warwick, III; Councilmen Paul Ilyinsky and James Wearn; Town Manager George Frost; Administrative Assistant Patrick Miller; Director of Public Works Sam Hadley; Dockmaster Don Landes; Joyce Rowland Eubanks of the Palm Beach Daily News; Rise Jackson, Palm Beach Civic Association; Adrian Winterfield and Mariana Haspil.

Public Safety
Committee

The Chairman called the meeting to order and read a memorandum received from Paul Ilyinsky, President Pro Tem of the Town Council and Patrick Miller, regarding parking facilities at the Municipal Docks. Because of problems of parking availability being experienced, they proposed that a decal-permit system be instituted, with each slip lessee receiving two decals for two parking spaces. The total cost of implementing this program was estimated at \$275.00. After much discussion the COMMITTEE RECOMMENDED that the program be tried out on a year-round basis, with the following change from the proposal submitted and attached herewith: the decals will not be valid for parking on Lake Drive, only in the Municipal Dock parking lots.

Don Landes said he had a plan to modify and reorganize the layout of the parking spaces in order to increase space. The Chairman asked that he submit his plan to the Committee in writing so it could be discussed at a later meeting.

There being no further business, the Committee adjourned at 10:30 AM.

Robert M. Grace, Chairman

Charles H Warwick, III, Committeeman

INTRODUCTION

The Open Space and Recreation Element comprises only one portion of the Town's Comprehensive Plan, however, the basic objectives of the Plan and the element must be consistent.

Consistency, particularly with respect to recreation, has been among the foremost of Town concerns since Town planning was initiated in 1911.

The first published Plan, the 1929 Plan for Palm Beach, clearly states the principal objectives of the Town which remain valid to this day:

"One attractive and well-managed public bath and beach, the concentration of general traffic upon a limited number of streets, beautification without especial reference to main arteries of travel, and a system of leisurely and convenient by-ways free from automobiles, punctuated with gardens: this is a plan which will localize recreation-seeking crowds, discourage trespassing, and provide safety and quiet for residents of Palm Beach."

The 1974 Comprehensive Plan, Town of Palm Beach, Florida summarized the above objectives with the following comments pertinent to recreation:

"To preserve, to the maximum extent possible, the residential character of the Town. Although the ocean front location of the Town makes it particularly attractive for tourist and recreation trips, Palm Beach is a principally residential community of fine homes and apartments. The proportion of this residential quality dominates the concerns of the Town and must be recognized in all of its planning. Thus the plan will incorporate proposals that enhance the residential quality and discourage the disruptive influence of non-residential land uses and excessive traffic."

Woven throughout the above objectives is a basically simple theme--Preserve the Town's quality of life through retention of its residential character and unique personality.

This theme mandates low-intensity recreational uses, and sets the approach for the Open Space and Recreation Element of the Town's Comprehensive Plan.



1983
Comp Plan

Analysis--The inner workings and joint relationship of the Seaview facility and the two schools in the immediate vicinity (Palm Beach Public School and the Palm Beach Day School) are varied, complex and appear to function well.

Tennis court availability has been voiced as a major concern. A possible alternative appears to be to provide lighting for the two remaining hard surface courts and possibly the clay courts at Seaview Park to allow residential use of these facilities. The logic of this approach is inescapable--if the Recreation Department initiates expanded activities at the new community center, lighting of the area will probably be necessary to accommodate the increase in teenage and adult participation in the evening. The Town Recreation Director has recommended the eventual lighting of the two hard courts, and possibly the four clay courts, be considered for the reasons stated by Adley Associates; specifically, that increased teen participation and working people's hours of leisure time availability often occur during the evening hours. Light meter revenue from the two existing lighted courts defers the total operating costs for utilities and fixture replacements.

Parking space is limited at Seaview Park, with only 37 spaces in place. Nevertheless, street parking and school lot areas are available. Seaview Park is envisioned as a Town of Palm Beach resident facility and access through a marked bicycle path from Lake Trail should be seriously explored.

Town Council Minutes of 7-12-83

Item No. 7 - Sealed Bid Discussion:

Sealed Bid No. 13-82/83 - Seaview Park Recreation Center. Mr. Frost indicated the bids were taken on the Seaview Park Recreation Center and were received in late May and are open for ninety days and a recitation of the revenue available and the expenditures thus far and a balance of the pledges. The architect is here to answer any questions. There is a shortfall of approximately \$89,000. The amount of the bid including the alternates the project architect has recommended is \$571,279 which includes many of the alternates priced out by the lowest and best bidder who was found to be qualified. Mr. Matthews noted there is a \$20,000 reduction in the bid due to the altering of plans to make a building twelve feet shorter but then there is a \$6,000 addition to the bid for the adjustment in the plans and he wondered if it was worth it. Mr. Twitty of Schwab & Twitty explained that initially there was some thought on reducing the room sizes to make way for a tennis pro shop but later it was decided to not put this pro shop in the building but it was decided to reduce the size of the rooms as they thought they could live with it. There was some concern about the building being close to a basketball court which is going to be relocated to the west end of the building and by reducing the size of the building, this will about double the distance to this basketball court, which will give it a lot more room.

Mrs. Katie Pressly stated she is in receipt of a letter from the Palm Beach Civic Association reaffirming their pledge of \$10,000 and this money will be forthcoming as soon as the bids are let. Also, \$40,000 from the Archibald Foundation is forthcoming upon their receipt of a letter from the Town guaranteeing the interest will also be put into the Recreation Center. Mrs. Sheila Haisfield indicated she is in receipt of two checks in the amount of \$3,200 and they are still fundraising. Another pledge is due on December 1st, 1983 in the amount of \$20,000.

Mr. Matthews moved that the Council proceed with the awarding of this bid. Seconded by Mr. Ilyinsky.

Mr. Wearn asked if this bid was to be awarded with or without the reduction of the building by twelve feet? Mr. Matthews stated that Mrs. Pressley and Mrs. Haisfield are still collecting funds to help take care of the shortfall and he congratulated them for their outstanding work in raising the funds which was an indication of the community spirit the people in this Town have. Mr. Wearn noted the shortfall is less than \$30,000 at this point and it was anticipated to be significantly more than that so he thinks it is commendable also.

Mr. Frost asked if it could be included in the motion that whatever budget transfers are necessary to make up this interim shortfall should be authorized. Mr. Warwick asked the maker and seconder if their motion could be amended to include this request by Mr. Frost as well as authorizing the Town Manager to sign the contract and award the bid. The maker and seconder agreed to these amendments. On roll call, the motion carried unanimously.

Item No. 8 - Wells Road Drainage Project - Recommendation to accept the corrected bid of Ric-Man Construction, Inc. of \$17,500. (\$2,000 below that submitted on June 8, 1983). Mr. McCarthy indicated they were able to persuade the one bidder to reduce his bid. Mr. Wearn explained this is a part of his Committee Report and this is a flooding problem which occurs in part because of sanitary sewer disconnects that were required in the rehabilitation and this is an arterial road and he recommended this corrected bid be accepted in the amount of \$17,500 and he moved the recommendation. Seconded by Mr. Matthews. On roll call, the motion carried unanimously.

Item No. 9 - Recommendation of Landmarks Preservation Commission to remove property at 1425 South Ocean Boulevard from the list of "All buildings or structures graded A or B in the Historic Building Survey of Palm Beach by Landmarks Planning, Inc." Attorney Middleton addressed the Council indicating he represents Alice Delamar, the owner of record of the property and he asked for this property to be removed from the Historic Building Survey. Mayor Marix asked why she wanted this removed? Mr. Middleton indicated she has entered into a contract for the sale of her property and one of the conditions is that this property be removed from the B list. Mr. Warwick indicated that the Council is in receipt of this request from the Landmarks Preservation Commission who have found that this property would probably never be designated and that is the reason for their recommendation. Mayor Marix thought it was controversial and not voted on unanimously. Mr. Randolph indicated he was in receipt of a memorandum from Mr. Grace which he would like to read into the record: "I have been informed there is a buyer for the DeLamar property who is willing to continue the single-family established use with the existing structure retaining its design. This buyer will meet the exact terms and conditions of the Rodgers' purchase offer which is contingent upon demolition of the property. If any member of the Landmarks Preservation Commission at the time of that Commission's vote on undesignation was influenced in his vote for undesignation by the supposition that the DeLamar structure was no longer suitable for use as a single family estate home, then I believe that the Commission should be requested to reconsider this action and vote solely on the ground for design set forth in the Ordinance. I hope the Town Council will refer this matter back to the Landmarks Preservation Commission if the above conditions do exist. Robert M. Grace, Council Member."

Attorney Claude Douthit representing Mr. Horne of New York who is the buyer referred to in Mr. Grace's statement he wished to inform the Council there is another buyer who is willing to use the existing structure, therefore this doesn't have to be removed from the B list or referred back to the Landmarks Preservation Commission for their further consideration.

Attorney Marshall Criser, representing Jack Rodgers who has a contract to buy the property with the condition that this property be removed from the B list. The reason for this is this property is not adequate for Mr. Rodgers' family and this so-called buyer is not really a buyer and this information was made available to the Landmarks Preservation Commission and their determination was made on not who was going to buy the home but that this property was inappropriately on the "B" list.

Mr. Wearn concurred with Mr. Criser that the determination should not be made on who is going to buy the property, but he was concerned with the precedent that may exist as he understood the Landmarks Commission's consultant has not completed their study concerning this property as a result of which there is not an expert's recommendation concerning this parcel either for the deletion from the "B" designation or for it to be designated as a landmark and he recalled there was a moratorium enacted to allow the Landmark Preservation Commission to consider all "A" and "B" properties and give their recommendations to the Town Council and he felt this would be an out of the ordinary procedure whereby the Landmarks Preservation Commission makes this type of recommendation to the Council and he is concerned with the precedent. Mr. Matthews moved that the Landmarks Preservation Commission's recommendation for this property to be removed from the "B" list be approved. Seconded by Mr. Ilyinsky.

Mrs. Peters explained a letter of objection has been received.

Town Council Minutes of 9/13/83

coming year. Mayor Marix said she would like to see the Calendar funds used for some other purpose. The matter was referred to the Town Council for further discussion.

1983 General Obligation Bond Issue - Discussion of expenditures for three (3) Projects (Police Facility, North Fire Station and B-1 Sanitary Sewage Compressor Station) and Bond Proceeds Revenue.

Town Manager Frost said that the Budget does not anticipate any heavy expenditures for these three projects and no income; however, a separate Capital Improvement Fund will be created when the Bond proceeds are available and the General Fund will be reimbursed for expenses which are incurred in the interim.

Comprehensive Renovation to Town Council Chambers at an estimated cost of \$50,000. The Committee RECOMMENDS that the Town Council Chambers be renovated. Mr. Ilyinsky commented that at least a new sound system should be installed.

Phipps Ocean Park. Chairman Warwick explained that it is difficult to control the meter system on the week-ends. The Town Manager, Beach Patrol Chief and Police Chief will further analyze this matter and recommend operational/maintenance improvements, with same to be budgeted from the Parking Fund.

Budgeting for the new Recreation Center. Assistant Town Manager Doney explained that full expenditures need to be budgeted for from the General Fund; (approximately \$604,000); additionally, donated revenue of approximately \$384,000 and the Town's remaining revenue contribution of \$220,000 has been budgeted. Mr. Warwick asked what the deficiency is at present. Mr. Doney said it was approximately \$30,000 but that he understood the Concerned Residents had indicated that they had another fundraising activity planned, along with other pending donations.

New aerial Platform Truck for the Fire-Rescue Department at an estimated total cost of \$400,000; recommended \$200,000 of this total be budgeted for 1983/84 under a two-year lease/purchase program.

Mr. Frost said the same procedure was done with the present aerial platform truck. He explained that this can be done legally by committing 25% of the purchase price on order with the remainder to be payable on satisfactory delivery, some 18 to 24 months down the road which is the construction time of these vehicles. The payment in two budget years out of two budgeted allocations would be made on this vehicle. Mr. Frost said this additional truck is needed because the response time in the winter is about twelve minutes and that this is too long for buildings such as the Breakers, the Biltmore and anything that is five stories or greater in height. The vehicle which will be replaced is a 1948 75' ladder truck.

Mobile Intensive Care Unit (MICU) at an estimated cost of \$75,000 - budget for expenditure and revenue (donation). One of the present MICU units is to be replaced. Chairman Warwick suggested that perhaps the remainder of the \$200,000 pledge from Mr. Ames could be used for this purpose and he will contact him in this regard. The Committee RECOMMENDS that the Town attempt to have this Mobile Intensive Care Unit donated.

Island Road Bridge - recommend \$50,000 be budgeted for 1983/84 to complete handrails replacement project and continue engineering inspection. Mr. Doney said the bid process for the handrails project has begun at the cost estimation of \$33,000 to \$37,000. Additionally, continued structural inspection budgeted costs will be an estimated \$6,000 and approximately \$5,000 for additional general engineering expenses.

1983 Senate Bill No. 233 (additional \$50,000 death benefit for police and firemen who may be intentionally and unlawfully killed while performing duties.) Mr. Frost said that an additional policy for the above coverage would cost a total of \$2,500 annually. This Committee asks that Mr. Randolph, Town Attorney, review this policy and the Law and make his recommendations at the September 12, 1983 5:01 PM Public Hearing.

Ocean Outfall Proceeds - Identification of additional Sanitary Sewage Projects which are enabled to be earmarked for funding as a result of this reimbursement from the State of Florida. Mr. Doney reviewed the attached proposed list of projects; the A-7 Sanitary Sewage Pump Station; E-13 Sanitary Sewage Pump Station and the Sunset Avenue essential Sanitary Sewage improvements completed in the summer of 1982 in an emergency situation. Mr. Doney explained that the Town received \$437,000 in revenues received as a reimbursement from the State of Florida will be or have been used to fund the above projects. The Committee RECOMMENDS that the above projects be funded from this reimbursement. Furthermore, Mr. Doney explained that this reimbursement was received after seven or eight years of requests to the State Legislature because the E.P.A. and the Department of Pollution Control stated that the Town had to take the Ocean Outfall out of service; however, the Town had taxed its residents for funding this project from the proceeds of the 1956 Bond Issue which were paid off in the annual debt service since 1956 as principal and interest on bonds. Future Committee reports will further delineate the details and Budget actions on this matter.

Reserves for Liability/Worker's Compensation and Group Insurance Programs. In accordance with Gallagher Bassett's recommendations, the Administration recommends that current designated reserve amounts be increased by \$125,000 for the Liability/Worker's Compensation Insurance Reserve Account and by \$75,000 for the Group Insurance Reserve Account. Resolutions for appropriate action by the Mayor and Town Council will be prepared for the September 12, 1983 (5:01 PM) Public Hearing. Mr. Doney said that this recommendation is offered in keeping with the former Town Council enunciated policy of attaining the reserve goals that were established by Gallagher Bassett. Gallagher Bassett recommends a \$750,000 Reserve for Worker's Compensation and Liability Insurance and approximately \$150,000 for the Group Insurance Program. The current levels are approximately \$223,000 for the Worker's Compensation/Liability Reserves and approximately \$71,000 in the Group Insurance Account. Mayor Marix asked if a study has been made as to what the present self-insured system is costing versus the old system. Mr. Frost said that he thought the present insurance coverage would cost about \$1,000,000 on the market today and we are paying approximately one-half of that now.

Longevity Program. Mr. Frost explained that this program was started about five or six years ago as a result of considerable Town and employee concern about the merit pay system which would freeze an employee's pay after approximately five (5) years, unless the employee was promoted to a higher position. This Longevity Program was developed as a competitive supplementary pay program and fringe benefit for those employees who had been with the Town for more than five (5) years, or when ever the maximum incentive raise level was attained. Mr. Frost said that he had thought of suggesting that this program be discontinued and asked Mr. Crouse, Personnel Director, to check with other municipalities to see if they did, in fact, have such a program. Mr. Crouse found out that 10 out of 15 municipalities surveyed did have a Longevity Program. Chairman Warwick commented that this Program regards loyalty and it is RECOMMENDED the Program continue in its current status.

TOWN COUNCIL MINUTES OF FEBRUARY 14, 1984

ITEM No. 7 - APPLICATIONS FOR BEVERAGE LICENSE:

Bev. Lic.

(a) NEW LICENSE - BEER AND WINE - FLORIDA RETIREMENT MANORS, INC., D/B/A PALM BEACH PLAZA HOTEL, 215 BRAZILIAN AVENUE, PHILLIS A. BLACK, PRESIDENT, BRUCE A. BLACK, VICE-PRESIDENT Mr. Frost explained the applicants have been found eligible by the Police Department and the recommendation from the Administration is to approve. On motion of Matthews/Cummings, the application was approved. On roll call, the motion carried unanimously.

(b) CHANGE OF NAME - 4 COPY - FROM: PALM BEACH DINING ROOM, INC., 235 SUNRISE AVE., HARALD G. MELZNER AND ASTRID S. WHIDDEN TO GATSBY'S, 235 SUNRISE AVE., HAROLD G. MELZNER AND ASTRID S. WHIDDEN. Mr. Frost stated this is merely a change of name and the applicants have been found eligible by the Police Dpt. and it is recommended the change in name be authorized. Motion was made by Burn/Matthews to approve. On roll call, the motion carried unanimously.

(c) NEW - BEER ONLY - RHODA S. CARVER d/b/a PRESTO MANGA, 326 PERUVIAN AVENUE. Mr. Frost stated this is a new license for beer only and the only requirements is to determine eligibility by the Police Department and they find the applicant eligible and this too is recommended for approval. On motion of Burn/Cummings, the approval was granted. On roll call, the motion carried unanimously.

Ret. Bd.
Appt. of
Wiley
Reynolds

ITEM NO. 7 (a) FROM OLD BUSINESS AGENDA - CONSIDERATION OF APPOINTMENT OF MEMBER TO BOARD OF TRUSTEES, EMPLOYEES' RETIREMENT SYSTEM. Mr. Matthews moved the appointment of Wiley Reynolds to the Retirement Board. Seconded by Mr. Cummings. On roll call, the motion carried unanimously.

Rec
Center

ITEM NO. 7 (A) FROM OLD BUSINESS AGENDA - CONCERNED CITIZENS FOR A RECREATION CENTER - FUND RAISING. MRS. James Pressley addressed the Council inviting them to be active participants in their biggest fund raiser, the Palm Beach Follies which will be coming up in November. She gave a recap of what has been going on for the past four years and their present balance in their fund is \$478,686 which includes the Bonwit Fashion Show which raised \$9950 as well as the \$5000 recently donated by a Foundation which was to be earmarked for a tennis shop. Presently, they are working on key people to donate roughly \$22,000 for the Activity Room's wood flooring. They have hopes for one donor for the basketball court which would amount to approximately \$7000. They are strongly urging the Seaview Park Commission to retain the present office of Mr. Bitzer to be used as the new Tennis Shop. This would preserve the present tennis backboard. This naturally would save the Town money it would cost to construct a new tennis shop. The monies collected which were earmarked for the new tennis building could then be used for renovation.

The Garden Club has voted to give them \$5000 for the landscaping. The budgeted amount for the landscaping was \$15,000 so they are hoping to be able to reduce that amount.

They also would like to urge the Seaview Park Commission to postpone the installation of the Racquet Ball Courts. They have noticed as the building is being erected there is not a great deal of open space and they would like to postpone this activity at this point in time.

They would also like to see a few parking places adjacent to the playground.

The Rotary Club has generously donated monies for equipment for the new playground.

They hope to raise \$60,000 on the Follies which will cover the shortfall which is still outstanding and perhaps a little extra for the furnishings to the interior of the building.

Mrs. Pressley stated it is necessary for them to have available monies in order that they do not have to go thru the Purchasing Order procedures to pay for the downpayment and other items in preparation for the Follies and she requested \$3000 to be put aside so when they need to pay someone immediately, they may do so without going thru the cumbersome procedure of purchase orders which all take time.

Mr. Matthews moved the Town Manager be authorized to advance the maximum \$6000 to this Recreation Center group. Seconded by Mr. Cummings. On roll call, the motion carried unanimously.

Var 57 83
Extension
Brazilian
Court

ITEM 7 A (ITEM 12 UNDER OLD BUSINESS AGENDA) - REQUEST BY DENNIS HEFFERNAN, BRAZILIAN COURT HOTEL, FOR SIX MONTHS EXTENSION FOR ZONING VARIANCE NO. 57-83 (APPROVED 9-13-83 BY COUNCIL). M Mr. Heffernan addressed the Council requesting this extension as if this work was completed now it would cause a disturbance to the guests. Mr. Matthews moved for approval. Seconded by Mr. Burn. ON roll call, the motion carried unanimously.

PRES.
FOUNDATION
REQUEST FOR
CHARTER
AMENDMENT

ITEM NO. 8 - PRESERVATION FOUNDATION BY AMBASSADOR EARL E T SMITH - DISCUSSION OF REFERENDUM - PROHIBITION DISPOSAL OF TOWN-OWNED OPEN SPACE. Mr. Smith addressed the Council asking if this question could be put to the voters at the Presidential Primary coming up in March. Mr. Matthews thought it may be too late for a question to be put up to the voters, but perhaps it could be a straw vote, but he asked the Town Attorney if something like this could not be covered by adopting an Ordinance to that effect?

Mr. Randolph responded the referendum would be merely a straw vote which would be an expression of the interest of the Townspeople which would not be binding on the Town Council who could accept or reject that expression. It is not necessary to have a referendum for this Council to go ahead and proceed on the matter if it wishes to do so, as an Ordinance may be adopted which would preclude the disposition of Town-owned public space, however, a future Council could amend that ordinance at any time.

Mr. Randolph thought it could be more binding if the Charter were amended. Mr. Smith stated he would like to have it in perpetuity so that any future Council could not undo it, so he asked if it

Sec. 1.03. - Sale of Property; Referendum Required.

Any disposition of certain town owned, open green spaces designated herein and located within the corporate limits of the Town of Palm Beach, any improvement of same by way of placing structures thereon, and any lease of said real property by the Town as lessor for a period exceeding five (5) years shall require approval by vote of the Town electors in a referendum election called and held as provided by law. No referendum election held for such purpose shall be between the first day of April and the fifteenth day of December of any year.

The properties to which this provision shall apply are referred to herein by their common names as:

1. Palmo Way Nursery
2. Boyd Park
3. Par 3 Golf Course
4. Lake Drive Park (near docks)
5. Bradley Park
6. Phipps Ocean Park
7. Park Avenue Park
8. Tangier Parks (3)
9. Memorial Park
10. Seaview Park

The full legal description of said properties are a matter of record with the Clerk of the Circuit Court of Palm Beach County and said legal descriptions are hereby incorporated into the terms of this [Section 1.03](#).

The power to dispose of property shall embrace sale, exchange, lease, mortgage, pledge, or other encumbrance of real property; and also abandonment, or gift to charity of real property officially determined to be of no further use to the Town and of nominal sale value or no value.

Improvements shall include the construction of above ground structures which diminish open green space, but shall not include nor is this Section intended to preclude the construction of public utility structures deemed necessary by the Town, underground utility structures including but not limited to water mains, sewer lines, stormwater drainage and other utilities. Neither shall this Section preclude the construction of structures deemed necessary by the Town for public recreational purposes on those properties described herein on which public recreational structures existed as of 12:01 a.m., February 9, 2000.

In addition to the properties listed above, there is hereby included an additional property described below, to which all of the provisions of this Section shall apply except, however, the Town Council shall not be precluded by way of these Charter provisions from providing surface parking on said property described herein in the event the Town Council determines to locate parking on said property at any time in its discretion. The property to which this provision applies is described as: 2125 South Ocean Boulevard (Tract 1 and Tract 2, Lot 120, Palm Beach Estates).

(Ord. No. 4-84, § 1, 6-12-84; Ord. No. 18-87, § 1, 12-8-87; Ord. No. 18-99, § 1, 12-14-99)

POLICY 3.4

The Town of Palm Beach shall review its park and recreation facilities for deficiency identification as needed every five years.

POLICY 3.5

The Town of Palm Beach shall develop a master plan for redevelopment of Seaview Park and Recreation Center based on feedback received from Town residents through the needs assessment process and community-wide survey.

POLICY 3.6

The Town of Palm Beach shall prioritize potential improvements to Town park and recreation facilities based upon residents' feedback through the need assessment process and community-wide survey.

OBJECTIVE 4

Lands designated as open space will be protected, as provided in this and the Coastal Management/Conservation Element, and will remain functionally intact.

POLICY 4.1

Article 6, Section 21, of the Town's Zoning Ordinance, which requires that buffering be provided between parking lots and non-compatible adjacent uses (e.g. residential adjoining commercial), shall be maintained or strengthened during the Town's periodic update of its land development regulations.

POLICY 4.2

Article 4 of the Town's Zoning Ordinance provides, through its PUD provisions, for additional building height in exchange for decreased impervious ground coverage. This provision shall be maintained ~~or modified during~~ in the Town's ~~update of its~~ land development regulations.

POLICY 4.3

The Town shall continue to maintain written agreements with the State of Florida Trustees of the Internal Improvement Fund and the Audubon Society that ensure the designation of the 39-acre natural islands for conservation use.

TOWN COUNCIL MINUTES OF APRIL 10TH, 1984

Mr. Matthews indicated the Town Attorney has stated this can be done and if they are not adverse to submitting an audit as to how these funds are spent, he would move that in conjunction with the Town attorney and the Town Manager, the Concerned Citizens for a Recreation Center be authorized to have a petty cash account for their expenses for the Follies. Seconded by Mr. Burn.

On roll call, the motion carried unanimously.

REC
CENTER

(b) Discussion of disbursement of funds - Sheila Haisfield, Co-Chairman and Alex Hayes, Chairman. Mrs. Hayes explained that last summer they were informed their shortfall was \$33,000.00 and the construction contract was awarded on the premise they would continue their fund raising efforts to make up that amount and they felt that amount was obtainable. However, since that time, other items have come up such as a drainage problem and the fire-line hook-up and they feel these problems are the responsibility of the Town as they have done everything they can to work with the Town on this unique project and now they would like to clarify that they don't wish to become a permanent fund-raising committee that will go on ad infinitum. They would like to have assurances that the Town will assume the responsibility of these unforeseen expenses which were not put into the original bid.

Mrs. Hayes thought that since few capital improvements have been made on the recreational facilities over the last seven years and it is in terrible shape, that perhaps some of these funds might be utilized for these expenses.

Mr. Frost further explained the construction contract for the building had a shortfall, and in addition to that the site preparation items, such as storm drainage, utility relocations, etc. - all of which are external to the building contract, but nevertheless need to be done at the site. Mr. Frost thought when this bid was authorized, the Town would be picking up the tab if the Concerned Citizens couldn't raise the monies. Mrs. Hayes informed the Council that all have been supportive but what has happened is there is \$93,630 in additional expenditures and that is as much as they feel they can raise in the next six months.

Mrs. Douthit wondered how a building could get so far without these problems having been addressed? Mrs. Hayes responded this is very unique and we are all new at this as this is the first time anything like this has ever been done.

Mr. Frost explained he did not think it was an obligation of the Concerned Citizens to do other than try and get the building built or furnished or landscaped or whatever would be part of the building proper. The other problems of the site should be those of the Town and the Town elected to not attack the storm drainage problem until after the building was further along, but as far as he is concerned, the site matters, which are external to the building contractor and always are, are problems of the Town. There are field problems and drainage problems which are those of the site and not of the building.

Warrant
List

Item 14 - Approval of Warrant List and Fund Expenditure Report for the month of March, 1984. Councilman Cummings noted there are considerable amounts of monies expended and approved by the Council and he asked if they do approve this, what protection would the Council have in the event something would backfire as a result of making a payment? Mr. Matthews responded each of the items on the Warrant List are available for perusal in the Finance Office and documentation is also available. As to being subject to suit, that is part and parcel of being a Councilman. Mr. Cummings stated he did review the vouchers last week but there are enormous monies being spent and he would like to know what protection there was in the event that someone did elect to sue them individually.

Mr. Randolph advised that the preparation of the Warrant List is an administrative function and confidence must be placed in the staff who are charged with preparing these items, since there are so many. In the event an expenditure is made which is outside the scope of authority as a Council member, they may be exposed to some liability.

Motion was made to approve the Warrant List by Mr. Matthews. Seconded by Mr. Cummings. On roll call, the motion carried unanimously.

Mr. Frost asked if the motion also included the Fund Expenditure Report? Mr. Ilyinsky responded it did.

Mr. Ilyinsky informed the Council Mr. Lawrence has an airplane to catch early afternoon and he would like to move Item 22, Special Exception No. 7-84, the Palm Beach Academy further up on the agenda if the Council had no objection. Mr. Frost informed the Council it is common for citizens to call the Town Manager's Office as this meeting is in progress and ask Mrs. Larrabee what item on the agenda the Council is on and before an item is taken out of order, the Clerk should find out whether or not there have been any interested parties on that item.

Zoning
Calendar

Item 15 - Proposed Calendar of Events for 1984-85 Zoning Season Mr. Matthews moved the Calendar be approved as submitted. Seconded by Mr. Burn. Mrs. Marix commented that the zoning hearings are shown thru the middle of February and it will present the same problem which we encountered this year in that it is quite possible that a new Council would have to adopt the new Ordinance on the things the old Council voted on. Mr. Moore explained the second public hearing is 5:01 PM on February 11th, and the Town Council reorganizational meeting will not be until the next day, February 12th, so the existing Council will be acting on the zoning which they have considered. Mrs. Marix wondered if it could be put back another week or so, in case there are any hang ups. Mr. Moore explained this would mean meeting during the holiday season and would take time away from the staff for preparation.

40

MINUTES OF TOWN COUNCIL MEETING OF APRIL 10, 1984

Mr. Frost first gave the Committee a Status Report on the Budget with reference to expenditures and collections through Feb. 29, 1984.

Mr. Driscoll said that as of Feb. 29, 1984, \$6,919,000 or approximately 36% of the \$18,900,000 budget had been spent. He stated that only category had gone over the budget and that was Planning which was over 7%.

Mr. Frost said that an investment report is routinely furnished to the Mayor and the F & T Committee members. He added that as of Feb., the Town had \$9,600,000 in General Funds, over \$3 million in Capital Improvements, a little over \$600,000 in the Marina Fund, almost \$80,000 in the Golf Course Fund, and \$315,000 in the Parking Fund all invested principally in Treasurers. Mr. Frost continued his report informing the Committee that the Town was \$700,000 in the black according to the last Audit. He said this was an undesignated fund balance which the Council would have to either designate or carry over to next year's budget.

Mr. Frost then gave a list of projects that needed attention:

1. E-2 and E-6 Ejector Stations. These are in a filing condition. One was already gone and the other was failing. E-6 should be done this summer and E-2 had to be done as an emergency measure. The approximate cost was \$20,000 for E-2 and about \$25,000 for E-6. E-2 is going to be done now because it had reached a critical stage.

2. D-8. This is a drainage pump station on the Slope Trail and Country Club. D-8 has never functioned properly and when it rains it has to be manually operated. The cost for redesigning only will be approximately \$25,000.

3. Island Road Bridge. Both the east bend and the west bend, out 5 bends, are in bad condition and in fact the road is failing at one end of the bridge and it has just been patched. The reinforcing steel is hanging out from the underside. The emergency repairs that the Public Works Committee has suggested will cost approximately \$60,000 but this is only temporary solution.

4. Erosion match for Mr. Krisher's beach erosion project. This would be in the amount of approximately \$250,000 assuming the project will cost \$650,000. There is correspondence on file from the Governor's Office to the DOT in which a State contribution of \$150,000 is suggested.

5. Insurance Reserve. The Town is self insured up to a point and above that point it has umbrella policies that carries it up to \$25 million. However, a reserve is needed (for deductibles) and Gallagher-Bassett Ins. Service suggested that it should be \$750,000. The insurance reserve has approximately \$315,000 at this time.

6. The Seaview Park Commission has recommended that the Town rebuild two tennis courts. Cost \$25,000.

7. Storm drainage is needed at the new Recreation Center. Cost \$10,000.

8. New motorcycle unit requested by the Police Chief at least year's budget hearings - \$132,000.

9. Conversion of the Building Department's records to computers. This project has reached Phase 2 and it needs \$10,000.

10. Furnishing of Recreation Center when it is finished. \$20,000.

Mr. Frost said he will bring before the Council at its next meeting a Resolution on these undesignated funds, for the Council to act on it, if it so desires.

Mayor Marix wanted to know whether unexpended funds left over from the Bond Issue could be used for beach erosion problems, and if so how much.

After further discussion, the Committee asked the Town Manager to ascertain, as soon as possible, from the Bond Council whether or not this extra money from the Bond issue could in fact be used for something else, even though not all projects contemplated under the said Bond issue had been finished.

Mr. Ilyinsky said that many of these projects were a question of priority and the biggest question was to find out exactly where the money was coming from, then with the advice of the Town Manager and the Finance Director, resolve whether the Council was willing to contribute towards the erosion project.

Mr. Frost said that the normal method for ocean-front projects up and down the coast of Florida is for the public body to match 50% of the non-state or non-federal share.

Mr. Burn said what they needed to do was to place before the residents in a legal manner, the difficulties the Town faces in committing funds to a project that they initiated, which the Town then endorsed and further proposed as a Town project. Clearly the Town must handle the funds for the completion of the project as a result of that. Therefore since we have heard nothing but the fact that they are willing to contribute money to an unknown extent, then we must ask them to turn those contributions over to the Town, and once the Town has received them, it will know where it stands in order to proceed further.

Mr. Frost then suggested that the Chairman write a letter to Mr. Krisher, as soon as the report of this meeting is ready and let him know what the Committee discussed and ask him if they are willing to follow on this track. In this manner it will not be delayed another two weeks. The Committee agreed to do this.

TOWN COUNCIL MINUTES OF JUNE 12, 1984

Poinciana
Playhouse
Lease
Agreement

Item 10 - Poinciana Playhouse Lease Agreement (between Town of Palm Beach and Sidney Spiegel, Trustee - Maccabee Investments, Inc., current lessee of Poinciana Theatre by Attorney Phil O'Connell, Jr. Attorney O'Connell addressed the Council for his client indicating this theatre has been leased thru June, 1988 and the theatre originally had four matinee performances per week and now has a single weekday matinee performance on Wednesday. This past Season there were fourteen Wednesday matinees. They are before the Council since an Agreement has been entered into with the owner of the Poinciana Plaza requiring the elimination of the weekday matinee performance after June 30, 1983 and last summer an extension of this Agreement was granted by the Town Council thru March, 1984 in order to get through the Season and to experiment with some alternate solutions to the parking and traffic problems.

Attorney O'Connell explained Broadway shows have been enjoyed by afternoon audiences for several years now as many of the citizens do prefer to not go out at night. He asked for the Agreement to be amended to delete the provision eliminating the matinee performances for the balance of the term of the lease his client has with the owners of the plaza.

Attorney O'Connell indicated they have experimented with an off-site parking program and at the direction of Mr. Zev Bufman, each matinee subscriber was sent a letter advising them of the parking available in West Palm Beach and a Co-Tran bus was made available to them, at no cost, for a Park and Ride program. The program consisted of two off-duty Palm Beach policeman and nine parking attendants at the theatre itself for traffic control and valet parking. In West Palm Beach, the parking spaces were reserved from the City for each matinee day and security was provided by off-duty City of West Palm Beach policemen and Wackenhutt Security personnel. A Co-Tran system was made available to those patrons. During the first week, 103 patrons used the West Palm Beach parking with 91 residing in the Town. During the second week, 127 used the facility with 50 being residents of the Town.

Mr. O'Connell pointed out that parking and traffic problems at the Plaza are present every day of the year and not just the 14 days during the Season on the days the matinees are held. The results of program does depend on the cooperation of all involved and it has been a success and he asked for the Council to allow the continuation of the weekday matinees and to allow them for the balance of the lease term, which expires June 30, 1988. He called on Mr. Bufman to speak to the Council and tell of the importance of this weekday performance to the operation of the Theatre.

Mr. Matthews commented there is no question in his mind that the traffic status is a substantial one, but he thought the applicant had made efforts to help solve this problem and as these types of things are experimented with, such as getting people to park off-island and bus the patrons to the Theatre, it will take a bit of getting used to, but he did think it was a good beginning. Although the problem does continue, it isn't as bad as it was prior to this being tried and although he is not willing to eliminate the freeze, he would be willing to extend permission for another year as they continue with the various ways to solve the problems.

Mr. Cummings suggested that in accordance with what Mr. Matthews has related, that an extension be given to extend the agreement to 1988 and he so moved and also asked that they continue to try and eliminate the problems with parking and traffic in the Plaza.

Mr. Frost suggested the Agreement should be authorized to extend to March 31, 1985 with the Town Manager to sign the Agreement. Mr. Matthews seconded the motion with that amendment. On roll call, the motion carried to extend the agreement to March 31, 1985.

Recreation
Center

Item 11 - Concerned Citizens for a Recreation Center - discussion (a) Site Plan of the new Recreation Building and its' relationship to the playing field - Anne Small and Sheila Haysfield.

Mrs. Small and Mrs. Haysfield addressed the Council, indicating the Concerned Citizens have submitted a letter to the Mayor and Council calling to their attention certain items of concern they have on the recreation center building and would appreciate if the Town Council would study this matter and reach a decision on some of these items at the next Town Council meeting.

The letter for the record is: "June 11, 1984 - To the Mayor and Town Council: The Concerned Residents wish to inform you and make known, as a matter of record, their concern with certain developments involving the planning and construction of the Recreation Center Building at Seaview Park. It was recently pointed out by the Palm Beach County School Board Athletic Department that the Recreation Center building encroaching upon the area required for the Junior High School sized baseball field. After a meeting involving several representatives from the Town, the Concerned Residents, the Palm Beach County School Board Athletic Department and Councilman Burn, it was recommended that specifics and estimates for probable relocation of portions of the baseball field be obtained and submitted through the Town Recreation Department Director, Russ Bitzer. The problem emanates from the location of the Recreation Center building under construction which lies in a portion of the area previously designated for center field for the baseball field. Suggested alternatives for resolving problem include moving the infield clay area to the south and west, along with home-plate and the pitcher's mound. The fencing and dug-outs would likewise have to be moved.

"We are also concerned that the air conditioning units have been located and installed in an area previously planned and designated for the "TOT LOT". We have been advised that measures will be taken to resolve these problems as well.

"We strongly suggest and would request that the Town request the architect to meet with the interested and concerned persons in an effort to resolve these problems. Very truly yours, the Concerned Residents."

Mr. Burn indicated he has been with these ladies to the site and there is a problem and they should appear before the Seaview Park Commission which they have done, but the Council does not get minutes from that Commission and need to in the future. Mr. Frost informed the Council the

MINUTES OF THE TOWN COUNCIL MEETING OF JUNE 12, 1984

Administrative and Personnel Committee handle the matters with regards to the Recreation Department. Mrs. Small stated they are concerned with the matters which have been set forth in the letter and would like the Council to study the matter and hear it again at a later date, after they have had time to study it.

Mr. Matthews asked if a list of the Concerned Citizens could be furnished? Mrs. Small responded Alex Hayes is the President, Sheila Haysfield the Vice-President and she is a member of the Committee along with nine others.

(b) Tennis Association - The Palm Beach Advanced Tennis Camp - Alex Hayes. Mrs. Hayes was not able to be present at the meeting but did send a letter to be a part of the record: "June 11, 1984 - Memo to the Town Council - From: Alex Hayes, Palm Beach Tennis Association - The Palm Beach Tennis Association wishes to express its gratitude and appreciation to the Town Council for waiving the 15% requirement for payment back from the tennis professional to the Town incidental to the advanced tennis camp which was previously scheduled to start on June 4, 1984. However, for the first time in eight years, it appears that the advanced tennis camp will not be conducted, much to our disappointment. Arrangements were not made through the Town in order to conduct the tennis camp. As a result, many of our young town residents who are advanced tennis players will have to make arrangements elsewhere. We hope that the arrangements will be made sufficiently in advance, next year, so that the program can be conducted."

Tennis Association

Item 12 - Beautification Committee Report - Councilman Richard Burn. This matter was withdrawn from the agenda.

Item 13 - Palm Beach Stratford - Perpetual Care Agreement (Tennis Court, 2580 South Ocean Blvd., by Attorneys Taplin and Howard. Mr. Ilyinsky indicated this is a very complicated matter and he called on the attorney to make the presentation. Attorney Tim Howard addressed the Council stating he represents the Palm Beach Stratford in their effort to have a modification to the Perpetual Care Agreement previously entered into. Also attending this meeting is Attorney Malefatto, and Paul Larsen of Larsen & Associates, Engineers and David Eubanks, the Building Manager of the Palm Beach Stratford. Mr. Matthews wondered how this Council could help in this matter as it is his understanding the regulations were laid down by the DER? Mr. Cummings asked when the condominium was built? Mr. Howard responded it was built in 1979. Mr. Cummings asked if the Condominium Association was not dealing with the DER? Mr. Howard responded the Agreement was entered in 1980 and all the original terms of the Agreement were complied with, that is, the two additional ditches were dug as required by the Agreement and the Stratford has been endeavoring to keep the two additional artificial channels open and have been in contact with the Palm Beach Health Department as an agent of the DER and attempts have been made for quite a long time to keep the channels open.

Palm Beach Stratford

Mr. Howard pointed out it was the Palm Beach Stratford and not any of the three regulatory agencies, the Town of Palm Beach, the DER, and the Corps of Engineers, who voluntarily came forward and stated it was not possible to keep those artificial channels open. The Palm Beach Stratford has been trying to correct the measure but it has been found an impossibility to keep those channels open.

Mr. Matthews reiterated his question as to why they don't talk to the DER? Mr. Frost informed the Council that the DER has tried unsuccessfully through the Palm Beach County Health Department to get the Palm Beach Stratford to keep the ditches open and no-one came forward voluntarily but they were forced to keep them open by agents of the Palm Beach County Health Department.

Attorney Malefatto addressed the Council indicating he too represented the Palm Beach Stratford and he knows the President of the Condo Association of the Stratford approached the Health Department pointing out to them that it was physically impossible to maintain the ditches as the permit agreement required. They were trying to act within the terms of the Agreement but they could not and at that point meetings did ensue during which the Health Department remained adamant stating they wanted the ditches maintained the way the permit required, but the Stratford did come forward voluntarily and at that point, the Health Department took a look at it and realized it was not in compliance with the Agreement and instead of providing the relief they were seeking and he felt that good technical reasons were provided for that relief. It is physically impossible to keep the ditches open. The tide rises and falls every twelve hours and comes into these ditches and clogs them up with sand and the ditches cannot be maintained in an open condition the way the County is requiring them to. They would have to have a crew of three or four men to clean out the ditches on almost a daily basis.

Mr. Moore indicated he has talked with innumerable people on this matter at the Condominium and at the Health Department and the DER but asked the Council to keep in mind the Agreement which was begrudgingly entered into was a settlement of a lawsuit and the terms of the settlement were that these ditches be kept clean. The Agreement has been modified since by eliminating sight-screening on the tennis court on the west and north sides as it was not needed due to the natural vegetation.

Mr. Moore knows there are some logistical problems in keeping the ditches open. He suggested if any action is taken on this matter today, it be conditioned upon DER's approval as he did not think the Town could circumvent the requirements of another regulatory agency.

Mr. Cummings wanted to know what they have been doing over the last four and one half years? Mr. Malefatto responded they have been trying to maintain the ditches. Mr. Cummings asked what the economic hardship was? Mr. Malefatto responded the maintenance must be done virtually daily and it has to be done with a crew of men using shovels. At one point, they did try and do it with equipment but they had to go on the adjoining property and the adjoining property owners became quite upset.

Attorney Malefatto stated the economic hardship is the Palm Beach County Health Department is threatening to bring the Stratford before the Palm Beach County Environmental Control Board and the

Town Council Minutes of July 10, 1984

there would be only 12' rather than 25'. Mr. Broberg did not understand this request.

Mr. Ilyinsky commented he thought would be perfectly willing to not encumber the house at all by doing this as this is an unique situation. Mr. Moore explained that because of the configuration of the existing property as it now sits in the cul de sac, that is, Lot 12, there is a natural entrance which appears to be the north 12' of the 25', which would enter that property. He is not saying they should abdicate the 25', but only take advantage of the 12' to enter and leave the property. Mr. Broberg asked if he understood correctly and would not have to give up the 25'? Mr. Moore explained that was so. Mr. Broberg could not figure the aesthetics of entering a beautiful lakefront lot with a 12' driveway as this would not be room enough for two cars. Mr. Moore thought from what exists on the cul de sac, this would seem like a natural entry to the property, to enter on the north 12'. Mr. Broberg indicated he would be happy to recommend to his client the entry there, but he would like to see it expand to a wider area as it gets closer to Lot 11, to give it a more aesthetic looking entranceway.

Mr. Moore stated he could fan out, but he was talking about was the natural approach, as there is paving that exists there now which is approximately 12' wide. Mr. Broberg asked how far from the cul de sac would they propose to go? Mr. Moore responded to the first hedge line about 15 or 20 feet. Mr. Broberg explained that is the lot line where the hedge is.

Mr. Ilyinsky stated he is an immediate neighbor and he would like to see a Unity of Title for Lots 9 and 10, so at no time should the house be demolished, two houses could be built on those lots. Mr. Broberg indicated he would be willing to make that recommendation to the personal representative.

Mr. Matthews asked if action should be deferred on this until the next meeting? Mr. Moore suggested that another way to handle this situation would be to have a Site Plan Review on this particular piece of property with the placement of the driveway on paper, so the Council could actually see what they are approving, and this could be conditionally granted with the proviso that there be a Unity of Title on Lots 9 and 10 and a Site Plan Review on Lot 11.

Mr. Broberg explained he doesn't represent the purchaser, but is merely here to accomplish the right to build a house on that lot. Mr. Matthews felt it would be to his advantage to do this as it would be subject to approval of Site Plan Review and Unity of Title and if they don't agree, that would be it.

Mr. Ilyinsky felt Mrs. Swing had a problem with the entrance. Mr. Broberg felt she had this problem ever since the house was purchased. Mr. Ilyinsky asked for a compromise on the entrance to the property.

Mr. Broberg indicated he can get a Site Plan on the entrance, but he is not in a position to furnish a Site Plan on the house. Mr. Matthews then made a motion that the application be denied, as it doesn't look like we are going any further on the present application.

Mr. Moore noted this is an unusual lot. There are a group of houses on the south side of the street which do maintain a certain setback. The Architectural Commission must have a look at this and they will be concerned about where the house is going to be placed on the lot.

Mr. Burn felt one of the problems the Council is facing, is they don't know where the house is going to be located as the frontage will be on the end of an easement and therefore, it could be argued that the 35' setback should be from the end of that easement; or it could be from a line which is the extended southern boundary of the road; or from the northern boundary of the property and that is why he would like to see what is proposed before he makes a decision on this.

Mr. Broberg agreed to the counter-proposal that the Variance will be approved, subject to the request for Unity of Title on Lots 9 and 10 and the request for the Site Plan Review by the Town Council. Mr. Matthews moved the Variance be approved with the condition that the Unity of Title be furnished for Lots 9 and 20 and there be a Site Plan Review, subject to review by the Town Council.

Mr. Burn seconded the motion. Mrs. Peters explained there were two letters of objection received on this application.

On roll call, the motion carried unanimously for conditional approval.

Flood Ins.
Var. 1-84

Item 29 - Flood Insurance Variance No. 1-84 - Richard Brams, 336 Australian Avenue; permission to construct a two-family dwelling with first floor elevation 5.6' instead of required 7.5'. R-C District.

Attorney David Brams representing his father, Richard Brams, addressed the Council asking for a Flood Insurance Variance. Mr. Ilyinsky asked Mr. Brams if he would be willing to sign a Hold Harmless Agreement on this matter? Mr. Brams thought that was acceptable. Mr. Moore indicated this Agreement would have to be recorded. Mr. Burn indicated this Agreement would have to run with the property. Mr. Moore explained the insurance premiums will be higher than the norm. Mr. Brams understood.

Mr. Cummings moved for approval subject to the execution of the Hold Harmless Agreement properly recorded. Seconded by Mr. Burn. On roll call, the motion carried unanimously.

Committee
Reports

Item 30 COMMITTEE REPORTS.

Admin.
Committee

ADMINISTRATIVE AND PERSONNEL COMMITTEE REPORT OF THEIR MEETING HELD ON JULY 9, 1984. Mr. Matthews asked that in the second last paragraph on the first page, there should be the insertion of "square feet" after the figure, 521. Also, he has been informed by Mr. Bradford of the Town Manager's office that the work contemplated in the last paragraph of the report at the Recreation Center will not take seven weeks but could probably be accomplished in a two week period.

44

Town Council Minutes of July 10, 1984
Committee Reports

Mr. Matthews moved the report of the Administrative and Personnel Committee Report be approved with those corrections. Seconded by Mr. Cummings. On roll call, the motion carried unanimously.

Admn. &
Personnel
Committee

ADMINISTRATIVE AND PERSONNEL COMMITTEE REPORT OF MEETING HELD JULY 9, 1984

The Administrative and Personnel Committee met on July 9, 1984 at 1 PM in the Town Hall Conference Room. The following persons were in attendance: Committee Chairman Matthews, Committee Member Douthit, Mayor Marix, Councilman Ilyinsky, Councilman Burn, Councilman Cummings, Administrative Assistant Bradford, Rec. Director Bitzer, Maureen Hackett of the Town Attorney's Office, Mr. John Cassidy, Chairman of the Seaview Park Commission, Mrs. Sheila Haisfield, Mrs. Alex Hayes, Mrs. Sharon Stewart Byrd, Mrs. Katie Pressley and Mrs. Michael Small of the Concerned Citizens for a Recreation Center, Mr. Bob Smith of Neal, Smith & Associates, Mr. Greg Stepp of Vander Linde Companies, Mr. Paul Twitty and Mr. Robert Young of Schwab and Twitty, Architects; Mr. Michael Small, Baseball/Soccer Coach, Mrs. Dorothy Lindrows of the Palm Beach Civic Association; Mr. Angel Hernandez of the Palm Beach Daily News; Mr. Adrian Winterfield and Miss Dorothea Pratley.

The Committee discussed various issues on the Seaview Park Recreation Center. Mr. Bitzer said that the Recreation representative of the School Board came by to look at the baseball field and said the backstop needed to be moved back approximately 20' for competitive play. Mr. Small said they need higher fences in the baseball playing area with the tops to have "umbrella-like" structures to eliminate balls from flying out of the field onto Royal Palm Way. Mr. Bitzer said both of these alterations could be included in the field renovation project.

Concern was expressed over the planned location of air conditioning units that would occupy too much Tot Lot area and that it would not be desirable to have these units near young children. Mr. Bitzer suggested that the two racquetball courts be eliminated and be replaced by one tennis backboard which would provide 521 sq ft more than the old Tot Lot.

Mr. Cassidy said the Recreation Commission approved moving the Tennis House into the main Recreation facility and eliminating the separate Tennis House from the site plans. The Committee RECOMMENDS that the Tennis Pro facility be moved into the main Recreation Building.

Mr. Gregg Stepp of Vander Linde said that the City of West Palm Beach was going to be doing some water main work and that the proposed work may delay the Seaview Park Recreation Project up to seven weeks. The Administration was asked to check into this situation and report back to the Town Council.

The meeting adjourned at 2:17 PM. signed: George G. Matthews, Chairman and Nancy Douthit, Committeemember.

Public Works
Committee

PUBLIC WORKS COMMITTEE REPORT OF THEIR MEETING HELD ON JUNE 22, 1984. Mr. Burn explained there are no changes in his report, however, there are two recommendations: (1) - The Town agree to the modification with the Perpetual Care Agreement with the Palm Beach Stratford, providing that the Department of Environmental Regulation and the Palm Beach County Health Department also agree to the modification; and (2) Section 19.1 be changed to read: "It shall be unlawful for any person to omit keeping the abutting paved sidewalk clean and free of debris...."and he moved the Report be received. Mr. Matthews seconded. Motion carried unanimously on roll call.

PUBLIC WORKS COMMITTEE REPORT OF MEETING HELD ON JUNE 22, 1984.

The Public Works Committee met on Friday, June 22, 1984 at 9:30 AM in the Town Hall Conference Room. The following persons were in attendance at the meeting: Committee Chairman Burn, Committee member Matthews, Councilwoman Douthit, Assistant Town Manager Doney, Administrative Assistant Bradford, Building Official Moore, Public Works Director Hadley, Mr. William Weinberg and Mr. John G. Matich of the Citizen's Association South of Sloan's Curve; Mr. Mortimer Weiss, Mr. David Eubanks and Mr. George Seplov of the Palm Beach Stratford, Mr. Paul W. Larsen, Consulting Engineer for the Palm Beach Stratford, Mr. Alfred J. Malefatto, Attorney for the Palm Beach Stratford, Mr. Frank R. Garguilo and Mr. Jim Barry of the Palm Beach Co. Health Dpt., Mr. Harvey S. Monheim of the Royal Saxon Apts., Mrs. Rise Jackson of the Palm Beach Civic Association, Mr. Adrian Winterfield, Mr. Angel Hernandez of the Palm Beach Daily News and Ms. Dorothea Pratley.

Palm Beach
Stratford

PALM BEACH STRATFORD PERPETUAL CARE AGREEMENT was the first item discussed by the Committee. Mr. Malefatto explained that several years ago the developer of the condominium entered into the Perpetual Care Agreement in which they would be required to maintain three ditches which connect the mangrove wetland area with the open waters of Lake Worth. Mr. Malefatto explained further that they have found it to be impossible to maintain the two northern ditches, mainly due to difficult accessibility and rapid accumulation of debris. He said the Department of Environmental Regulation (DER) said their permit has expired but the Agreement with the Town is still in effect.

Mr. Larsen added that the original environmental design included connecting these two northern ditches to Lake Worth through a high energy sand beach and, as such, these openings fill up quickly with sand.

Councilman Burn asked what access there was to the openings in terms of maintenance. Mr. Larsen said the best method of approaching the area is through a property to which they have been denied access; a tractor cannot be brought thru on their property so the work must be done by hand. Chairman Burn commented that these openings must have been closed for some time because there is a substantial accumulation of fill.

Mr. Larsen said they would like to propose they: (1) fill the back area to bring the canal elevation so it is at the same elevation as the rest; (2) remove debris; (3) move a large mangrove tree in the middle of the area and (4) there is one entrance that fills quickly and they suggest perpetual maintenance by hand of that entrance.

45

	Town Council Minutes of August 14, 1984
Bond Issue Suit	Town Manager to make certain administrative "assumptions" on the following policy items which require Committee and subsequent Town Council confirmation and approval on those items noted in the July 13, 1984 memorandum to the Mayor and Town Council. The Committee recommended the Town Manager's recommendations with the noted additions/changes.
PW Capital Projects	1. <u>1983 Bond Issue Suit.</u> Mr. Forst explained that in reference to the 1983 Bond Issue suit, an appeal for re-hearing has been made by the Intervenor and the Administration has made the assumption that the land value (41,600,000) repayment will not be made to the General Fund in the making of this Budget. 2. <u>Public Works Capital Projects.</u> No construction dollars have been included in the 1984/85 Budget for the Police Facility, North Fire Station and the B-1 Sanitary Sewage Compressor Station Projects. Mr. Frost said that all the projects included were considered to be critical projects; A-7 is in failing condition; Island Road Bridge and D-8 Storm Water Pumping Station which is about 18 years old and during every heavy rainstorm it has to be hand-operated. Mr. Burn asked why only \$125,000 was being included in the Budget for A-7 repairs when it is estimated to cost \$300,000. Mr. Frost explained the remainder would be contained in future budgets. Mr. Doney added that the Island Road Bridge, A-7 and D-8 would not be funded from the General Fund Budget but from unexpended 1980 Bond Issue proceeds. The Committee RECOMMENDS the Administration's suggestions on the three Public Works' Capital Projects (Island Road Bridge, A-7 and D-8) and that only design engineering money be in the Budget for the Island Road Bridge Project.
Seaview Park Rec. Center	3. <u>SEAVIEW PARK RECREATION CENTER CAPITAL PROJECTS.</u> The Committee considered the revised list of capital projects for related site improvements to the Seaview Park Recreation Center submitted by the Recreation Department (dated 7-30-84). Mrs. Douthit commented that she did not think it would be fair to spend vast amounts of taxpayer dollars on the the Recreation facility, since not everyone would be making use of this facility.
Police Dept. request for patrol car replacement	4. <u>POLICE DEPARTMENT REQUEST FOR REPLACEMENT PATROL CARS.</u> The Committee reviewed the Police Department's request for eight replacement patrol cars (at a cost of \$76,000). The Committee follows the Administration's suggestion and recommends that the Police Department not replace the current patrol cars until the 85/86 Fiscal Year, but if the current cars become too costly to maintain and not reliable for service, the Town Council will consider a Budget Exception and authorization before September, 1985 for replacement thereof.
Gen. Pay Increase	5. <u>GENERAL PAY INCREASE.</u> The Committee agrees with the Administration's recommendation that no general pay increase be included in the 84-85 Budget and that this be considered after the 1984 Audit results are available. Mayor Marix commented that she thought it was unfortunate to make the employees wait to see if there would be a pay increase and that perhaps instead of a pay increase, working conditions could be improved, as well as consideration of a pay increase.
New Equip. requests	6. <u>NEW EQUIPMENT REQUESTS.</u> New equipment requests by Departments/Divisions were considered and the Town Manager recommended that \$426,000 of the originally submitted \$986,000 be included in the Budget with approximately \$149,000 to be "Discretionary" items.
New Position reclassifications	7. <u>NEW POSITIONS/RECLASSIFICATIONS.</u> The Committee concurred with the Administration's recommendation that this item not be included in the Budget at this time.
Soc. of 4 Arts	8. <u>SOCIETY OF THE FOUR ARTS LIBRARY</u> The Committee recommends the Administration's suggestions that the funding for the Society of the Four Arts Library be increased from \$50,000 to \$60,000.
Replacement of Intensive Care Unit	9. <u>REPLACEMENT MOBILE INTENSIVE CARE UNIT (MICU).</u> The Committee concurs with the Administration's proposal that this unit be acquired via donation and have budgeted a donation of \$75,000 as an off-setting revenue.
Travel Expenditures	10. <u>TRAVEL EXPENDITURES.</u> Mr. Frost explained that Departments/Divisions were asked to revise travel expenditure line items to be equal to or lower than the 1983/1984 Budget amounts, the Committee concurred with this recommendation.
User Charges	11. <u>USER CHARGES.</u> Reduction in frequency of garbage collection for single-family residential units from five days a week collection to three days a week was discussed by the Committee. Mrs. Douthit said she thinks that a three day a week (Monday-Wednesday-Friday) schedule for garbage collection would be adequate for single family residences. Mayor Marix asked how much a study would cost to determine the amount of money the Town would save by adjusting the frequency of garbage collection. Mr. Frost responded that he did not know at that they could certainly have a study performed. The Committee RECOMMENDS that a study be made of the cost savings that would result from reducing single family residential unit garbage (rear door) collection to three days a week from the current five day schedule.
Non-ad valorem revenue	12. <u>NON AD VALOREM REVENUE.</u> The Committee reviewed recommended fee/fine increases of the various Departments/Divisions.

46

TOWN COUNCIL MINUTES OF AUGUST 11, 1987

2018

amount be authorized as a maximum amount as the City of West Palm has been asked to verify the number and if it is less, we will naturally not have to pay the entire amount.

Resolution
22-87

Mr. Burn pointed out the Town's share is \$48,000 whereas the excess amount is 1.6 million, so other parties are out a lot more than the Town. Mr. Heeke suggested that when the resolution is transmitted, the other parties be advised that we are requesting they look into avenues of recovery so our position is stated and they are aware of it.

Mr. Burn moved Resolution No. 22-87 be adopted. Seconded by Mr. Heeke.

Mr. Randolph read the Resolution by title:

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY OF WEST PALM BEACH, FLORIDA, TO EXECUTE AN AGREEMENT WITH A SUBSTITUTE CONTRACTOR FOR THE COMPLETION OF THE ENERGY CONSERVATION AND 11 MGD CAPACITY EXPANSION PROJECT AT THE EAST REGIONAL CENTRAL WASTE WATER TREATMENT FACILITY.

On roll call, the motion carried unanimously for approval.

C. APPOINTMENTS:

Appoint-
ments

1. Landmarks Preservation Commission - Balance of Mr. Robert Ballinger's Term to end February, 1989. Mr. Heeke this matter be deferred. Seconded by Mr. Burn. On roll call, the motion carried unanimously.

Landmarks

2. Seaview Park Commission - Two New Terms to end February, 1989. Mayor Marix stated this does not particularly concern the Seaview Park Commission but she has been asked by many people to request the Council to have a limit on the time a person can serve on any Commission. Mr. Burn thought that was a good idea to which the other members of the Council agreed. Mrs. Douthit moved this be deferred until this matter has been given more thought with regards to a limitation on the time which could be served. Mr. Burn offered a substitute motion and moved the two additional members to the Seaview Park Commission be Gail Coniglio and Alexandra Hayes. Mr. Heeke asked for an amendment to the motion to have their terms end February 1989 to which Mr. Burn agreed. Mr. Heeke seconded the motion. On roll call, the motion carried with a negative vote cast by Mrs. Douthit, who stated she has nothing against the people but she had a concern about the length of the terms.

Seaview Park

Mr. Burn thought the number of terms should be limited but in addition to that a standardization of terms should also be looked at on all of the Commissions. Mr. Widener and Mr. Heeke agreed.

D. Other

1. Palm Beach County Municipal League - Formal Designation of Voting Delegate and Alternate. After discussion, Mayor Marix was named as the Voting Delegate and Richard Burn was nominated as the Voting Alternate Delegate and on motion of Mr. Heeke, seconded by Mrs. Douthit, the Delegates were nominated. On roll call, the motion carried with a negative vote cast by Mrs. Douthit.

P.B. County
Municipal
League

2. Tennis League Parking. Mr. Delano explained Mr. Bitzer on behalf of the Palm Beach County Women's Tennis Association has requested the Association be allowed to utilize the Royal Palm Way parking lot on a somewhat preferential basis. Mr. Delano thought during tennis events only, the players could be issued a temporary decal or permit to park in the Royal Palm Way lot without having to feed the meters, and would not be reserved parking but on a space available basis and he put Mr. Bitzer on notice of this procedure but he has halted that approval since he was asked by a Councilmember to have this put on the Agenda.

Tennis
League
Parking

Mrs. Douthit stated she was against this procedure at the moment as the schools and the recreation center and staff have parking problems in this area and the possibility of having a parking structure will be discussed later on in this meeting, so she would not want to approve it at this point in time.

Mr. Burn moved this item be deferred until September. Seconded by Mr. Heeke.

Ann Liddy representing the Tennis League addressed the Council indicating the Leagues will be starting in September and there are three leagues which meet on alternate weeks two days a week and they are requesting six spaces for the visiting team and pointed out when they play in other areas, they are not charged for parking. She noted they used to park on the street but that is no longer possible and it is not feasible for them to run back and feed the meters and she would like to have some special consideration.

Mayor Marix pointed out the memo from the Tennis Pro to Mr. Bitzer states there are 33 matches with 26 spaces needed per match between 9:30 and 1:30 and she thought it might be possible to have ten hour meters installed there which might help. Ms. Liddy stated six parking spaces would be all they need as they wish to provide free parking to the visiting team and that is all they are asking, parking only the visitors.

Mayor Marix thought perhaps the van could be used to transport these people from a place where parking would be more available. Mr. Bitzer pointed out the parking lot is under utilized. Mr. Heeke asked if it was under utilized during the season? Mr. Bitzer stated it is under utilized the year round and he does provide decals for parking for some of the adult classes which are given. Mayor Marix could not understand why they couldn't feed the meters.

On roll call, the motion carried unanimously for deferral.

3. State Beach Access Advisory Committee. Mr. Delano indicated this is an important issue for the Town. He noted the State established Advisory Committee is meeting 8-12-87 in Tallahassee and they hope to have a representative from the Lobbyist office attend the meeting and make sure that any conflicts which may arise between their discussions and the Town's established Beach Access Position Paper be conveyed to the Town, so further action can be taken. He explained the primary purpose of having this on the agenda is to ask if any of the elected officials would be able to attend the meeting and that the draft letter requested by Mr. Widener to the Governor and Cabinet re-emphasizing the Town's concern about making changes to current Beach Access regulations should be reviewed and authorized. Mr. Widener felt this

Beach
Access

47

Mr. Adrian Winterfield asked if this will house commercial activity to which Mrs. Douthit responded affirmatively. Mr. Winterfield asked if Council has determined it would be a hardship to place it elsewhere? Mrs. Douthit stated it is a hardship elsewhere because of the Tot Lot and the playing field, etc. Mr. Winterfield suggested it may not be the best proper use of a Town structure in a residential zoning district as there is no necessity to sell tennis items, especially wearing apparel. He asked if there would be public lavatories in this structure? Mr. Doney responded affirmatively. Mr. Moore stated this would be an accessory to the use so they don't believe it is an expansion.. Mr. Randolph stated this particular portion is not before this Council as it is a use which has existed.

Mr. Heeke noted the Council has tried to place this elsewhere on the property and have been unsuccessful to finding a place without giving up something that was intended or recreational, and this is a minimum variance, he moved the approval of Variance No. 19-89. Seconded by Mrs. Wiener. On roll call, the motion carried unanimously.

8. Flood Insurance Variance No. 4-89 - Town of Palm Beach, Seaview Park Recreation Complex, 340 Seaview Ave.; permission to construct at Tennis Pro Shop with the floor at a minimum elevation of 4' above mean sea level in lieu of elevation 7.5' as required, R-B District. Mr. Moore stated the hardship is the elevation at street level is 3.4', however, several years ago when the flood insurance variance was granted for the Recreation Center, it was raised above the surrounding area to a level of 5.5' and there was a valid hardship found at that time, however, he cautioned in this structure, this will have restroom facilities and they must be equipped for the handicapped.

Mrs. Douthit asked if there were facilities inside the Recreation Center to accommodate the handicapped? Mr. Moore responded affirmatively indicating they needed to get to it so a ramp would have to be created. Mr. Doney pointed out the proposal was to close the recreational facility and not have it staffed on Sundays, so they would need the additional restrooms. Mayor Marix asked if handicapped people normally play tennis. Mr. Moore believed there was one person who hits the balls from his wheel chair, but there would be spectators and facilities need to be provided for those who wish to attend.

Mr. Heeke believed if there was a ramp built, it would be at 42' and he suggested there are other methods, such as electric lifts, which may be the answer here as he didn't want to see the Town grant a variance to the Flood Insurance as this is new construction. He recalled this is one of the areas that the government will be looking at and they would be looking at the Town very strictly.

Mayor Marix wondered if an outside entrance could be provided to the recreational building and would that be more cost effective than to install a lift? Mr. Bitzer stated one of the budgetary considerations was the cost savings this would involve with not having to staff the main building on Sundays and although this suggestion is a good one, he didn't know if it would be workable. Mr. Doney stated he would look into it as an alternative. Mr. Moore asked this be deferred so he can work out some of these problems. Mr. Heeke moved the application for Flood Insurance Variance No. 4-89 be deferred until the April 11th meeting. Seconded by Mr. Ilyinsky. On roll call, the motion carried unanimously.

9. Special Exception No. 1-89 - Prudential Bache Securities, Inc., 50 Coconut Row; to allow expansion of an existing financial institution from 7,828 square feet to 10,328 square feet at the northwest side of the second floor for additional account executive offices. C-FC District. Attorney Doyle Rogers addressed the Council indicating he represents the applicant and he recalled on 7-14-87, a Special Exception was granted for a different purpose on the floor below but they never utilized the space due to the conditions placed on that Special Exception. He explained the additional space requested in this application is for account executives and six support staff.

He informed the Mayor and Council there have been nine other Special Exceptions granted within the past two years to financial institutions increasing their space considerably, several of which exceeded the 10,000 square foot level, such as Chase Bank of Florida which had secured 12,000 square feet. He brought out the fact that his client has been in this community for over 49 years and are a Town-serving institution. He believed that issue needed to be addressed and he suggested the logical way to determine Town-serving is those Town-persons who actually go onto the premises of the applicant. He noted to be certain they could honestly say by affidavit they are Town-serving, he requested the manager to confer with the account executives and review their account books to make a determination of what percentage of their accounts and people who actually visit them are Town-serving and the figure was over 50%. He also asked the manager to submit an affidavit which he gave to Mrs. Peters for the record.

Mr. Rogers explained he made a survey of his own today and had the receptionists keep track of how many people came to their office between 9 and 12 today and the total was twelve people, three of which were couples, so the traffic and parking problem would not be intensified.

Mr. Heeke asked what happened with the prior approval of their Special Exception? Mr. Rogers responded stating the additional space was never leased due to several factors and the need was not as critical after October, 1987 and they couldn't comfortably state that over 50% of their customers, including telephone customers were town residents.

Mayor Marix asked if this area is increased, they will have to promote business and they may be promoting the business with other than town residents. Mr. Rogers believed the towns people would be the ones to frequent this office and those who live in West Palm Beach would frequent the West Palm Beach office and that is why it is more of a local situation.

Mr. Malloy, the manager of the Prudential Bache stated because of the stability in the community and their reputation, they have been able to attract people to them and the eight account executives come with an existing book of customers and they would not be promoting any new customers. Mayor Marix asked if these were Palm Beach people to which Mr. Malloy responded affirmatively.

Mr. Moore stated the staff recognizes this is a unique approach to the Town serving concept providing it can be demonstrated and he suggested if this is granted, the eight account executives and six support people be all that is allowed in this space, as well as the number of people in the existing office. He realized they pointed out they could absorb these people in their existing space but it would be a tight squeeze, but what is before them today and the real issue is Town-serving. He stated the provision in the Ordinance on town-serving states "that the proposed usage would not attract a principle portion of its customers/clients from off island locations...." and evidence must be submitted. He felt Mr. Rogers' approach was unique as they are saying they do a larger volume of business by phone and therefore would comply with the first part of the ordinance and that is why staff has no objection providing the Mayor and Council find this form satisfactory.

Attorney Randolph informed the Mayor and Council the CPC zoning district is quite different as there are several uses in this District which do not have limitations on the gross leasable area and there are 29 permitted uses which have no gross leasable floor area maximum. He noted the limitation of 2000 square feet is for

Var. 19-89
Seaview Pk.
Tennis Pro
Shop

Flood Ins.
Var. 4-89
Seaview Pk.
Tennis Pro
Shop

Spec. Exc.
1-89
Pruden-
tial
Bache

10-28-1992

48
of
48

said there were 16 women on the "A" Team and none of them are members of the Seaview Park Recreation Center, and do not support any of the Recreation Centers programs. Mr. Lubow said he would like to hear any complaints or recommendations with regards to the time change. Mr. Bitzer said he thought the ladies who play on the teams and other residents who utilize the courts should have an opportunity to speak for themselves.

Mr. Myers said he did not feel it was appropriate to make changes until those changes have been made available to other people who might be interested. He said he felt it would be more appropriate to post the proposed changes for a month so people can have input, and the proposed changes should also be circulated to the team captains.

Mr. Bitzer said that the tennis facility is not a club and that we do not have memberships. He said there were different ways in which the non-permit holders pay for court time. He said the person who is paying a team fee is paying for every hour of playing time. Mr. Bitzer said if the non-permit holder plays 15 times they have paid \$150.00, and an annual permit holder pays \$170.00 for the entire year. Therefore, he said that he felt that the individual paying a team fee or hourly rate rather than purchasing an annual permit, what was formerly referred to as a membership, was certainly paying their fair share. 

Mr. Ochstein said he did not see a problem in changing the time from one hour to one and one half hours for doubles. Mr. Bitzer said that there may very well not be a problem. However, he said that a long time resident couple had told him that if singles play was restricted to these suggested hours, they would cancel their permits.

Mrs. McIntyre said she thought that under the Robert's Rules of Order, if you change a written rule, you generally have two hearings and it is voted on at the second hearing. She also said she had no objection to posting the proposed rule changes and asking for comments. Mrs. McIntyre said she didn't see a problem with implementing the changes on a temporary basis.

Mr. Lubow said he didn't see any problem in trying the one and one half hour playing time on a temporary basis. He said there is always two or three courts ready at 7:30 AM. Mr. Hay said he knew for a fact that some of the ladies can't play at 7:30 AM, but want to play at 9:00 AM or 10:00 AM. Mr. Bitzer said the Staff would need additional time to review the proposed changes before they are implemented, even on a temporary basis. Mr. Myers said he didn't feel it was appropriate to make major changes in the rules until it has had wider notification and more people have input.

Mr. Lubow said they might receive more input by trying the time difference on a temporary basis. Mrs. Leidy said this would be a trial period and maybe by the next meeting they will have an idea if this will work or not. Mr. Myers said maybe they should extend the

TOWN OF PALM BEACH

Town Council Meeting on: March 14, 2017

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 27-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town's Investment Policy for Surplus Funds; Providing an Effective Date.

Presenter

Jane Struder, Director of Finance

ATTACHMENTS:

- ▣ **Memorandum Dated March 1, 2017, from Jane Struder, Director of Finance**
- ▣ **Summary of Changes**
- ▣ **Resolution No. 27-2017**
- ▣ **Investment Policy Draft - Exhibit A**

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 14, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jane Struder, Finance Director

Re: Amendments to the Town's Investment Policy for Surplus Funds
Resolution No. 27-2017

Date: March 1, 2017

STAFF RECOMMENDATION

Staff recommends that the Town Council approve Resolution No. 27-2017 adopting the amendments to the Town's Investment Policy for Surplus Funds.

BOARD OR COMMISSION RECOMMENDATION

The Investment Advisory Committee recommends that the Town Council approve the revisions to the Town's Investment Policy for Surplus Funds.

GENERAL INFORMATION

Investment Advisory Committee recommends approval for amendments to the Town's Investment Policy for Surplus Funds. The changes to the Investment Policy attached as Exhibit A to Resolution 27-2017 are described below and in the attached summary prepared by our consultant. The amendments include overall format/appearance to include a summary chart that includes allowable sectors, maximum maturity and allocation limits for each sector and issuer as well as minimum credit ratings. In addition, the following changes have also been included:

- Update language to reflect changes in naming to certain industry regulators and trading platforms.
- The addition of two sections to meet the guidelines laid out in the Florida Statutes and GFOA investment policy best practices.
 - Risk and Diversification – Provides guidance to prevent the concentration of assets in a specific maturity, issuer, or instrument type
 - Master Repurchase Agreement – Requires all repurchase agreement transactions to adhere to requirements in the SIFMA Master Repurchase Agreement
- Increase portfolio diversification, to add credit exposure by including several new sectors (Supranationals, Agency Mortgage Backed Securities and Asset-Backed Securities).

- Extending the maximum maturity to 5.5 years to be able to access new issue corporate and municipal obligations that have long dated issuance periods.
- Removal of the 10% maximum allocation limit to Single “A” Rated Securities, but the inclusion of a 15% maximum allocation limit within a single industry.

Charts outlining the above listed changes are attached to this memorandum.

The changes were recommended by the Town’s consultant and approved by the Committee. Dr. Michael Andrews, Chairman of the Investment Advisory Committee, will be in attendance at the March 14th meeting to answer any questions you may have.

TOWN ATTORNEY REVIEW

The Investment Policy for Surplus Funds and Resolution No. 27-2017 have been reviewed and approved by the Town Attorney for legal form and sufficiency.

Jls

cc: Investment Advisory Committee
Scott Stitcher, PFM Asset Management



Town of Palm Beach

Investment Policy Review

February 17, 2017

PFM Asset Management
LLC

300 S. Orange Avenue,
Suite 1170
Orlando, FL 32801

(407) 648-2208
(407) 648-1323 fax



Recommendations

- 1 Update the overall format/appearance of the Investment Policy to include a summary chart that includes allowable sectors, the maximum maturity and allocation limits for each sector and issuer as well as minimum credit ratings (this accounts for the majority of the redline edits to the existing policy)
- 2 Update language to reflect changes in naming to certain industry regulators and trading platforms
- 3 The addition of two sections to the Town's Policy to meet the guidelines laid out in the Florida Statutes and GFOA investment policy best practices
 - Risk and Diversification— Provides guidance to prevent the concentration of assets in a specific maturity, issuer, or instrument type
 - Master Repurchase Agreement— Requires all repurchase agreement transactions to adhere to requirements in the SIFMA Master Repurchase Agreement
- 4 Increase portfolio diversification, PFM recommends the Town add credit exposure by including several new sectors (Supranationals, Agency Mortgage Backed Securities and Asset-Backed Securities)
- 5 To access new issue corporates and municipal obligations that have long dated issuance periods, PFM recommends slightly extending maximum maturity to 5.50 years
- 6 PFM suggests removal of the 10% maximum allocation limit to Single "A" Rated Securities, but the inclusion of a 15% maximum allocation limit within a single industry



Proposed Permitted Investments and Requirements

Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement ¹	Maximum Maturity
U.S. Treasury	100%	100%	N/A	5.50 Years (5.50 Years avg. life ⁴ for GNMA)
GNMA		40%		
Other U.S. Government Guaranteed (e.g. AID, GTC)		10%		
Federal Agency/GSE: FNMA, FHLMC, FHLB, FFCB*	75%	40% ³	N/A	5.50 Years
Federal Agency/GSE other than those above		10%		
Supranationals where U.S. is a shareholder and voting member	25%	10%	Highest ST or Highest LT Rating Categories (A-1/P-1, AAA/Aaa, or equivalent)	5.50 Years
Corporates	50% ²	5% 15% industry Issuer Limit	Highest ST or Three Highest LT Rating Categories (A-1/P-1, A-/A3 or equivalent)	5.50 Years
Municipals	25%	5%	Highest ST or Three Highest LT Rating Categories (SP-1/MIG 1, A-/A3, or equivalent)	5.50 Years
Agency Mortgage-Backed Securities (MBS)	25%	40% ³	N/A	5.50 Years Avg. Life ⁴
Asset-Backed Securities (ABS)	25%	5%	Highest ST or LT Rating (A-1+/P-1, AAA/Aaa, or equivalent)	5.50 Years Avg. Life ⁴
Non-Negotiable Interest Bearing Time Certificates of Deposit	50%	None, if fully collateralized	None, if fully collateralized.	5 Years

29



Proposed Permitted Investments and Requirements (Continued)

Sector	Sector Maximum (%)	Per Issuer Maximum (%)		Minimum Ratings Requirement ¹	Maximum Maturity
Commercial Paper (CP)	50% ²	5%	15% industry Issuer Limit	Highest ST Rating Category (A-1/P-1, or equivalent)	270 Days
Bankers' Acceptances (BAs)	10% ²	5%		Highest ST Rating Category (A-1/P-1, or equivalent)	180 Days
Repurchase Agreements (Repo or RP)	40%	20%		Counterparty (or if the counterparty is not rated by an NRSRO, then the counterparty's parent) must be rated in the Highest ST Rating Category (A-1/P-1, or equivalent) If the counterparty is a Federal Reserve Bank, no rating is required	1 Year
Money Market Funds (MMFs)	50%	25%		Highest Fund Rating by all NRSROs who rate the fund (AAAm/AAA-mf, or equivalent)	N/A
Intergovernmental Pools (LGIPs)	50%	50%		Highest Fund Quality and Volatility Rating Categories by all NRSROs who rate the LGIP, (AAAm/AAAf, S1, or equivalent)	N/A

Notes:

¹ Rating by at least one SEC-registered Nationally Recognized Statistical Rating Organization ("NRSRO"), unless otherwise noted. ST=Short-term; LT=Long-term.

² Maximum allocation to all corporate and bank credit instruments is 50% combined. The maximum amount to be held in the portfolio of any one industry will not exceed 15%.

³ Maximum exposure to any one Federal agency, including the combined holdings of Agency debt and Agency MBS, is 40%.

⁴ The maturity limit for MBS and ABS is based on the expected average life at time of settlement, measured using Bloomberg or other industry standard methods.

* Federal National Mortgage Association (FNMA); Federal Home Loan Mortgage Corporation (FHLMC); Federal Home Loan Bank or its District banks (FHLB); Federal Farm Credit Bank (FFCB).



Sector Allocation Changes



Notes:

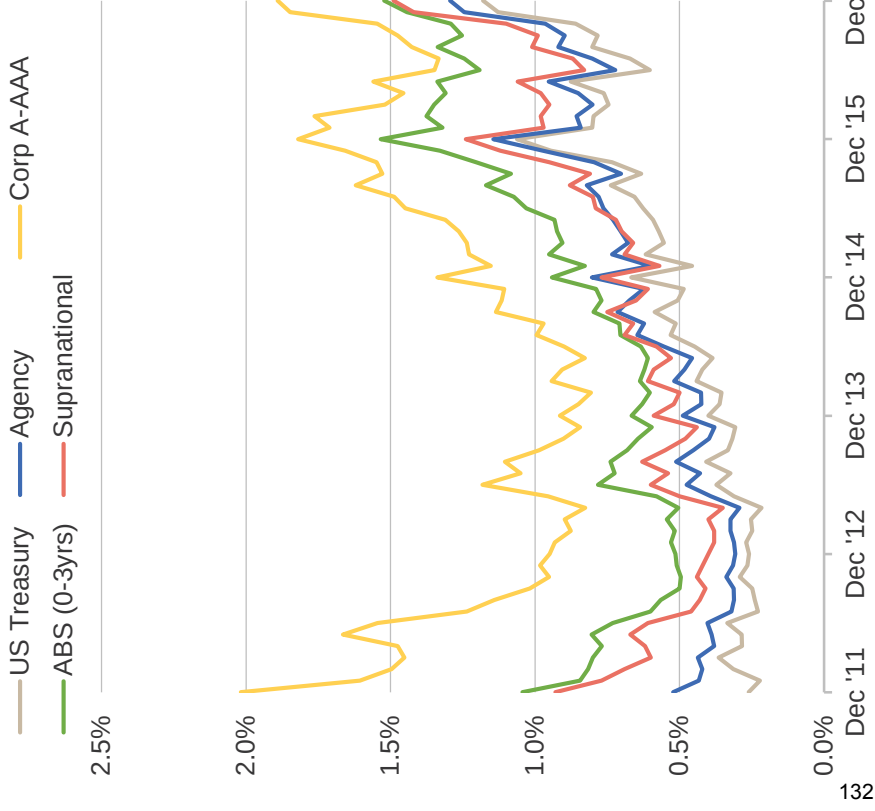
¹ Maximum allocation to all corporate and bank credit instruments is 50% combined. The maximum amount to be held in the portfolio of any one industry will not exceed 15%.

² Maximum exposure to any one Federal agency, including the combined holdings of Agency debt and Agency MBS, is 40%.



Expanding Investment Options

BofA Merrill Lynch Indices Yield



Source: Bloomberg, BofA Merrill Lynch Indices, as of 01/31/2017.

1-3 Year Index	Duration	Calendar Year Total Return				
		'12	'13	'14	'15	'16
US Treasury	1.87 yrs	0.43%	0.36%	0.62%	0.54%	0.89%
Agency	1.77 yrs	0.85%	0.42%	0.70%	0.69%	0.96%
Supranational	1.87 yrs	1.80%	0.46%	0.86%	0.55%	0.89%
Corp A-AAA	1.77 yrs	4.02%	1.41%	1.08%	1.16%	1.81%
ABS (0-3yrs)	1.22 yrs	1.51%	0.58%	0.72%	0.80%	1.54%

RESOLUTION NO. 27-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN'S INVESTMENT POLICY FOR SURPLUS FUNDS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 9, 2010, the Town adopted Resolution No. 33-10, adopting the Town's Investment Policy for Surplus Funds; and

WHEREAS, on September 11, 2012, the Town adopted Resolution No. 98-2012 amending the Town's Investment Policy for Surplus Funds; and

WHEREAS, on March 11, 2014, the Town adopted Resolution No. 40-2014 amending the Town's Investment Policy for Surplus Funds; and

WHEREAS, upon review it has been determined that the Town's Investment Policy for Surplus Funds should now be amended in the manner and form attached hereto.

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

Section 1. This Resolution is hereby adopted to include the Town of Palm Beach Investment Policy for Surplus Funds as Exhibit "A" attached and made a part hereto.

Section 2. This Resolution shall become effective immediately upon passage by the Town Council.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 14th day of March, 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Susan A. Owens, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member

Exhibit A

Investment Policy for Surplus Funds Town of Palm Beach, Florida



Dated: March 14, 2017

Table of Contents

	Page
I. PURPOSE	3
II. SCOPE	3
III. INVESTMENT OBJECTIVES	3
IV. DELEGATION OF AUTHORITY	4
V. STANDARDS OF PRUDENCE	4
VI. ETHICS AND CONFLICTS OF INTEREST	5
VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURE	5
VIII. CONTINUING EDUCATION	5
IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS	5
X. MATURITY AND LIQUIDITY REQUIREMENTS	6
XI. RISK AND DIVERSIFICATION	6
XII. MASTER REPURCHASE AGREEMENT	6
XIII. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS	6
XIV. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSTION	7
XV. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS	11
XVI. PERFORMANCE MEASUREMENTS	11
XVII. REPORTING	12
XVIII. THIRD-PARTY CUSTODIAL AGREEMENTS	12
XIX. INVESTMENT COMMITTEE	13
XX. INVESTMENT POLICY ADOPTION	13
ATTACHMENT A: Glossary of Cash and Investment Management Terms	
ATTACHMENT B: Investment Pool/Fund Questionnaire	

Investment Policy for Surplus Funds of the Town of Palm Beach

I. PURPOSE

The purpose of this Investment Policy for Surplus Funds (hereinafter “Policy”) is to set forth the investment objectives and parameters for the management of the funds of the Town of Palm Beach, (hereinafter “Town”). This Policy is designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

II. SCOPE

In accordance with Section 218.415, Florida Statutes, this Policy applies to all cash and investments held or controlled by the Town and shall be identified as “general operating funds” of the Town with the exception of the Town’s Pension Funds and funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Additionally, any future revenues, which have statutory investment requirements conflicting with this Policy and funds held by state agencies (e.g., Department of Revenue), are not subject to the provisions of this Policy.

III. INVESTMENT OBJECTIVES

Safety of Principal

The foremost objective of this investment program is the safety of the principal of those funds within the portfolios. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

Maintenance of Liquidity

The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodically cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.

Return on Investment

The portfolios shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. However, return is attempted through active management where the Investment Advisor utilizes a total return strategy (which includes both realized and unrealized gains and losses in the portfolio). This total return strategy seeks to increase the value of the portfolio through reinvestment of income and capital gains. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Despite this, an Investment Advisor may trade to recognize a loss from time to time to achieve a perceived relative value based on its potential to enhance the total return of the portfolio.

IV. DELEGATION OF AUTHORITY

Responsibility for management of the investment program is hereby delegated to the Finance Director, under the direction of the Town Manager. No investment activity shall take place except as provided under the terms of this Policy. The Town may appoint an outside investment manager as “Agent” for the Town’s cash reserves. Such Investment Manager must be registered under the Investment Advisers Act of 1940. The “Agent” for the Town shall have discretion over the purchase and sale of securities within this investment Policy.

Positions authorized as investment signatories are the Town Manager and the Finance Director. If either of these individuals is unavailable, the Assistant Town Manager may authorize investment transactions in the place and stead of the Town Manager and the Assistant Finance Director may authorize investment transactions in the place and stead of the Finance Director.

In all cases, every investment transaction requires two authorizing signatures. However, the Town Manager and Assistant Town Manager are not authorized to countersign each other’s signature. Nor are the Finance Director and Assistant Finance Director authorized to countersign each other’s signature.

The Finance Director shall maintain an Investment Procedures and Internal Controls Manual based on this Policy. The Finance Director shall be responsible for monitoring internal controls, administrative controls and to regulate the activities of the Town’s staff involved with the investment program.

V. STANDARDS OF PRUDENCE

The standard of prudence to be used by investment officials shall be the “Prudent Person” standard and shall be applied in the context of managing the overall investment program. Investment officers acting in accordance with written procedures and this investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectation are reported to the Town Council in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this Policy. The “Prudent Person” rule states the following:

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by investment officials who are officers or employees is the “Prudent Person” standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets shall be held to the higher standard of “Prudent Expert”. The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the contractor shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

VI. ETHICS AND CONFLICTS OF INTEREST

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, employees involved in the investment process shall disclose to the Investment Committee any material financial interests in financial institutions that conduct business with the Town, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the Town's investment program.

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Finance Director shall establish a system of internal controls and operational procedures that are in writing and made a part of the Town's operational procedures. The internal controls should be designed to prevent losses of funds, which might arise from fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees. The written procedures should include reference to safekeeping, repurchase agreements, separation of transaction authority from accounting and record keeping, wire transfer agreements, banking service contracts, collateral/depository agreements, and "delivery vs. payment" procedures. No person may engage in an investment transaction except as authorized under the terms of this Policy. These procedures are intended to reduce the relatively low risk that material losses may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions.

Independent auditors as a normal part of the annual financial audit to the Town shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

VIII. CONTINUING EDUCATION

The Finance Director and Assistant Finance Director and/or appropriate staff shall annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Authorized Town staff shall only purchase securities from financial institutions, which are Qualified Institutions by the Town or institutions designated as "Primary Dealers" by the Federal Reserve Bank of New York. Authorized Town staff and Investment Advisors shall only enter into repurchase agreements with financial institutions that are Qualified Institutions and Primary Dealers as designated by the Federal Reserve Bank of New York.

The Town's Investment Advisor(s) shall utilize and maintain its own list of approved primary and non-primary securities dealers.

The Finance Director and/or management designee shall maintain a list of financial institutions and broker/dealers that are approved for investment purposes and only firms meeting the following requirements will be eligible to serve as Qualified Institutions:

- 1) regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule);
- 2) Capital of no less than \$10,000,000;

- 3) registered as a dealer under the Securities Exchange Act of 1934;
- 4) member of the Financial Industry Regulatory Authority (FINRA);
- 5) registered to sell securities in Florida; and
- 6) the firm and assigned broker have been engaged in the business of effecting transactions in U.S. government and agency obligations for at least five (5) consecutive years.
- 7) Qualified Public Depository as defined by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes

The Town's Investment Advisor(s) shall utilize and maintain its own list of approved primary and non-primary securities dealers.

All brokers, dealers and other financial institutions deemed to be Qualified Institutions shall be provided with current copies of the Town's Investment Policy. A current audited financial statement is required to be on file for each financial institution and broker/dealer with which the Town transacts business.

X. MATURITY AND LIQUIDITY REQUIREMENTS

Operating Funds

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Investments of current operating funds shall have maturities of no longer than twelve (12) months.

Core Funds

Investments of reserves, project funds, debt proceeds and other non-operating funds ("core funds") shall have a term appropriate to the need for funds and in accordance with debt covenants, but in no event shall exceed five and a half (5.5) years and the average duration of the funds as a whole may not exceed three (3) years.

The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement.

XI. RISK AND DIVERSIFICATION

Assets held shall be diversified to control risks resulting from over concentration of assets in a specific maturity, issuer, instruments, dealer, or bank through which these instruments are bought and sold. The Chief Financial Officer shall determine diversification strategies within the established guidelines.

XII. MASTER REPURCHASE AGREEMENT

The Chief Financial Officer will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the SIFMA Master Repurchase Agreement. All repurchase agreement transactions will adhere to requirements of the SIFMA Master Repurchase Agreement.

XIII. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Finance Director, management designee or the Investment Advisor has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) Qualified Institutions and/or Primary Dealers must be contacted and asked to provide bids/offers on securities in questions. Bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected.

However, if obtaining bids/offers are not feasible and appropriate, securities may be purchased utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

- A. Tradeweb
- B. Bloomberg Information Systems
- C. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing
- D. Daily market pricing provided by the Town's custodian or their correspondent institutions

The Finance Director or the Investment Advisor shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current market price, as indicated above, shall only be utilized when, in judgment of the Finance Director or the Investment Advisor, competitive bidding would inhibit the selection process.

Examples of when this method may be used include:

- A. When time constraints due to unusual circumstances preclude the use of the competitive bidding process
- B. When no active market exists for the issue being traded due to the age or depth of the issue
- C. When a security is unique to a single dealer, for example, a private placement
- D. When the transaction involves new issues or issues in the "when issued" market

Overnight sweep investments or repurchase agreements will not be bid, but may be placed with the Town's depository bank relating to the demand account for which the sweep investments or repurchase agreement was purchased.

XIV. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the Town's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Finance Director or management designee may sell the investment at the then-prevailing market price and place the proceeds into the proper account at the Town's custodian.

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the Town. The Finance Director or management designee shall have the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocations requirements for investment types and

issuers are calculated based on the original cost of each investment at the time of purchase. Investments not listed in this Policy are prohibited.

The allocation limits and security types do not apply to the investment of debt proceeds. These investments shall be governed by the debt covenant included in the debt instrument.

Permitted Investments

Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement ¹	Maximum Maturity
U.S. Treasury	100%	100%	N/A	5.50 Years (5.50 Years avg. life ⁴ for GNMA)
GNMA		40%		
Other U.S. Government Guaranteed (e.g. AID, GTC)		10%		
Federal Agency/GSE: FNMA, FHLMC, FHLB, FFCB*	75%	40% ³	N/A	5.50 Years
Federal Agency/GSE other than those above		10%		
Supranationals where U.S. is a shareholder and voting member	25%	10%	Highest ST or Highest LT Rating Categories (A-1/P-1, AAA/Aaa, or equivalent)	5.50 Years
Corporates	50% ²	5%	Highest ST or Three Highest LT Rating Categories (A-1/P-1, A-/A3 or equivalent)	5.50 Years
		15% Industry Limit		
Municipals	25%	5%	Highest ST or Three Highest LT Rating Categories (SP-1/MIG 1, A-/A3, or equivalent)	5.50 Years
Agency Mortgage-Backed Securities (MBS)	25%	40% ³	N/A	5.50 Years Avg. Life ⁴
Asset-Backed Securities (ABS)	25%	5%	Highest ST or LT Rating (A-1+/P-1, AAA/Aaa, or equivalent)	5.50 Years Avg. Life ⁴
Non-Negotiable Interest Bearing Time Certificates of Deposit	50%	None, if fully collateralized	None, if fully collateralized.	5 Years
Commercial Paper (CP)	50% ²	5%	Highest ST Rating Category (A-1/P-1, or equivalent)	270 Days
		15% Industry Limit		
Bankers' Acceptances (BAs)	10% ²	5%	Highest ST Rating Category (A-1/P-1, or equivalent)	180 Days
Repurchase Agreements (Repo or RP)	40%	20%	Counterparty (or if the counterparty is not rated by an NRSRO, then the counterparty's parent) must be rated in the Highest ST Rating Category (A-1/P-1, or equivalent) If the counterparty is a Federal Reserve Bank, no rating is required	1 Year
Money Market Funds (MMFs)	50%	25%	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A
Intergovernmental Pools (LGIPs)	50%	50%	Highest Fund Quality and Volatility Rating Categories by all NRSROs who rate the LGIP, (AAAm/AAAf, S1, or equivalent)	N/A

Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement ¹	Maximum Maturity
<u>Notes:</u> ¹ Rating by at least one SEC-registered Nationally Recognized Statistical Rating Organization (“NRSRO”), unless otherwise noted. ST=Short-term; LT=Long-term. ² Maximum allocation to all corporate and bank credit instruments is 50% combined. The maximum amount to be held in the portfolio of any one industry will not exceed 15%. ³ Maximum exposure to any one Federal agency, including the combined holdings of Agency debt and Agency MBS, is 40%. ⁴ The maturity limit for MBS and ABS is based on the expected average life at time of settlement, measured using Bloomberg or other industry standard methods. * Federal National Mortgage Association (FNMA); Federal Home Loan Mortgage Corporation (FHLMC); Federal Home Loan Bank or its District banks (FHLB); Federal Farm Credit Bank (FFCB).				

- 1) **U.S. Treasury & Government Guaranteed** - U.S. Treasury obligations, and obligations the principal and interest of which are backed or guaranteed by the full faith and credit of the U.S. Government.
- 2) **Federal Agency/GSE** - Debt obligations, participations or other instruments issued or fully guaranteed by any U.S. Federal agency, instrumentality or government-sponsored enterprise (GSE).
- 3) **Supranationals** – U.S. dollar denominated debt obligations of a multilateral organization of governments where U.S. is a shareholder and voting member.
- 4) **Corporates** – U.S. dollar denominated corporate notes, bonds or other debt obligations issued or guaranteed by a domestic corporation, financial institution, non-profit, or other entity.
- 5) **Municipals** – Obligations, including both taxable and tax-exempt, issued or guaranteed by any State, territory or possession of the United States, political subdivision, public corporation, authority, agency board, instrumentality or other unit of local government of any State or territory.
- 6) **Agency Mortgage Backed Securities** - Mortgage-backed securities (MBS), backed by residential, multi-family or commercial mortgages, that are issued or fully guaranteed as to principal and interest by a U.S. Federal agency or government sponsored enterprise, including but not limited to pass-throughs, collateralized mortgage obligations (CMOs) and REMICs.
- 7) **Asset-Backed Securities** - Asset-backed securities (ABS) whose underlying collateral consists of loans, leases or receivables, including but not limited to auto loans/leases, credit card receivables, student loans, equipment loans/leases, or home-equity loans.
- 8) **Non-Negotiable Interest Bearing Time Certificates of Deposit** - Non-negotiable interest bearing time certificates of deposit, or savings accounts in banks organized under the laws of this state or in national banks organized under the laws of the United States and doing business in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.
- 9) **Commercial Paper** – U.S. dollar denominated commercial paper issued or guaranteed by a domestic corporation, company, financial institution, trust or other entity, only unsecured debt permitted.
- 10) **Bankers’ Acceptances** - Bankers’ acceptances issued, drawn on, or guaranteed by a U.S. bank or U.S. branch of a foreign bank.
- 11) **Repurchase Agreements** - Repurchase agreements (Repo or RP) that meet the following requirements:

- a. Must be governed by a written SIFMA Master Repurchase Agreement which specifies securities eligible for purchase and resale, and which provides the unconditional right to liquidate the underlying securities should the Counterparty default or fail to provide full timely repayment.
 - b. Counterparty must be a Federal Reserve Bank, a Primary Dealer as designated by the Federal Reserve Bank of New York, or a nationally chartered commercial bank.
 - c. Securities underlying repurchase agreements must be delivered to a third party custodian under a written custodial agreement and may be of deliverable or tri-party form. Securities must be held in the Town's custodial account or in a separate account in the name of the Town.
 - d. Acceptable underlying securities include only securities that are direct obligations of, or that are fully guaranteed by, the United States or any agency of the United States, or U.S. Agency-backed mortgage related securities.
 - e. Underlying securities must have an aggregate current market value of at least 102% (or 100% if the counterparty is a Federal Reserve Bank) of the purchase price plus current accrued price differential at the close of each business day.
 - f. Final term of the agreement must be 1 year or less.
- 12) **Money Market Funds** - Shares in open-end and no-load money market mutual funds, provided such funds are registered under the Investment Company Act of 1940 and operate in accordance with Rule 2a-7.

A thorough investigation of any money market fund is required prior to investing, and on an annual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

- 13) **Local Government Investment Pools** – State, local government or privately-sponsored investment pools that are authorized pursuant to state law.

A thorough investigation of any intergovernmental investment pool is required prior to investing, and on an annual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

General Investment and Portfolio Limits

1. General investment limitations:
 - a. Investments must be denominated in U.S. dollars and issued for legal sale in U.S. markets.
 - b. Minimum ratings are based on the highest rating by any one Nationally Recognized Statistical Ratings Organization ("NRSRO"), unless otherwise specified.
 - c. All limits and rating requirements apply at time of purchase.
 - d. Should a security fall below the minimum credit rating requirement for purchase, the Investment Advisor will notify the Finance Director.
 - e. The maximum maturity (or average life for MBS/ABS) of any investment is 5.50 years. Maturity and average life are measured from settlement date. The final maturity date can be based on any mandatory call, put, pre-refunding date, or other mandatory redemption date.
2. General portfolio limitations:
 - a. The maximum effective duration of the aggregate portfolio is 3 years.
3. Investment in the following are permitted, provided they meet all other policy requirements:
 - a. Callable, step-up callable, called, pre-refunded, puttable and extendable securities, as long as the effective final maturity meets the maturity limits for the sector

- b. Variable-rate and floating-rate securities
 - c. Subordinated, secured and covered debt, if it meets the ratings requirements for the sector
 - d. Zero coupon issues and strips, excluding agency mortgage-backed Interest-only structures (I/Os)
 - e. Treasury TIPS
4. The following are **NOT PERMITTED** investments, unless specifically authorized by statute and with prior approval of the governing body:
- a. Trading for speculation
 - b. Derivatives (other than callables and traditional floating or variable-rate instruments)
 - c. Mortgage-backed interest-only structures (I/Os)
 - d. Inverse or leveraged floating-rate and variable-rate instruments
 - e. Currency, equity, index and event-linked notes (e.g. range notes), or other structures that could return less than par at maturity
 - f. Private placements and direct loans, except as may be legally permitted by Rule 144A or commercial paper issued under a 4(2) exemption from registration
 - g. Convertible, high yield, and non-U.S. dollar denominated debt
 - h. Short sales
 - i. Use of leverage
 - j. Futures and options
 - k. Mutual funds, other than fixed-income mutual funds and ETFs, and money market funds
 - l. Equities, commodities, currencies and hard assets

XV. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

Investment in any derivative products or the use of reverse repurchase agreements is prohibited unless specified in Section XIV. A “derivative” is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values.

XVI. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolios’ performance, the Town will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the Town to measure its returns against other investors in the same markets.

- A. The Operating Funds (short-term) investment portfolio shall be designed with the annual objective of exceeding the weighted average return (net book value rate of return) of the S&P Rated GIP Index All 30-Day Gross of Fees Yield.
- B. Investment performance of funds designated as core funds and other non-operating funds that have a longer-term investment horizon will be compared to the Bank of America Merrill Lynch 1-5 Year Treasury/Agency Index. Investments of bond reserves, construction funds, and other non-operating funds (“core funds”) shall have a term appropriate to the need for funds and in accordance with debt covenants, but in no event shall exceed five and a half (5.5) years.
- C. In order to calculate the overall return for the Town’s various portfolios, there will be a dollar weighted calculation for both the portfolio and the benchmark.

XVII. REPORTING

On a monthly basis, the Finance Director shall generate reports for management purposes, and shall promptly submit such reports to the Town Manager. The report shall list securities in the portfolio by class or type, book value, income earned, and market value as of the report date. Current yield and total return for each pool and for the total of all reserves should be reported.

The Finance Director, management designee and/or Investment Advisor shall provide the Town Manager with a "Quarterly Investment Report" that summarizes but not limited to the following:

- A. Recent market conditions, economic developments and anticipated investment conditions.
- B. The investment strategies employed in the most recent quarter.
- C. A description of all securities held in portfolios at month-end.
- D. The total rate of return for the quarter and year-to-date versus appropriate benchmarks.
- E. Any areas of the Policy concern warranting possible revisions to current or planned investment strategies. The market values presented in these reports will be consistent with accounting guidelines in GASB Statement 31.

On an annual basis, the Town Manager designee shall submit to the Town Council a written report on all invested funds. The annual report shall provide all, but not limited to, the following: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value, the yield on each investment.

The annual report will show performance on both a book value and total rate of return basis and will compare the results to the above-stated performance benchmarks. All investments shall be reported at fair value per GASB Statement 31. Investment reports shall be available to the public.

XVIII. THIRD-PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits, shall be held with a third party custodian; and all securities purchase by, and all collateral obtained by the Town should be properly designated as an asset of the Town. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the Town Manager and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, shall be permitted unless by such a duly authorized person.

The custodian shall provide the Finance Director or management designee with safekeeping statements that provide detail information on the securities held by the custodian.

On a monthly basis, the custodian will also provide reports that list all securities held for the Town, the book value of holdings and the market value as of month-end.

Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a “delivery vs. payment” basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

XIX. INVESTMENT COMMITTEE

The Town has established an Investment Committee by Ordinance number 4-04. The ordinance provides for the appointments, terms, qualifications, functions, regulations and procedures regarding the activities of the committee.

XX. INVESTMENT POLICY ADOPTION

The Investment Policy shall be adopted by Town resolution. The Finance Director, Assistant Finance Director, and the Investment Committee shall review the Policy annually and submit recommendations to the Town Manager for review and approval. If a change in the Policy is recommended for approval by the Town Manager, the Finance Director will prepare the necessary report to Council.

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

TOWN ATTORNEY

Attachment A

Glossary of Cash and Investment Management Terms

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as "offered price."

Asset Backed Securities (ABS). A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that "own" the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans, and aircraft leases.

Average Life. The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point. One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

Bearer Security. A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer's books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as "physical securities."

Benchmark Bills: In November 1999, FNMA introduced its Benchmark Bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three- and six-month maturities and biweekly issues in one-year for Benchmark Bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web based auction system. This program is in addition to the variety of other discount note maturities, with rates posted on a daily basis, which FNMA offers. FNMA's Benchmark Bills are unsecured general obligations that are issued in book-entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the Benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Benchmark Notes/Bonds: Benchmark Notes and Bonds are a series of FNMA "bullet" maturities (non-callable) issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2, 3, 5, 10, and 30-year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum size of \$4 billion, 30-year new issues having a minimum size of \$1 billion, with re-openings based on investor demand to further enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchmark Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance, and duration of the actual portfolio's investments.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash-flows, including periodic interest payments and a principal repayment.

Book Entry Securities. Securities that are recorded in a customer's account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC, and PTC

(as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. The vast majority of securities are now book entry securities.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value." Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

Bullet Notes/Bonds. Notes or bonds that have a single maturity date and are non-callable.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are a par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European - one-time calls, (2) Bermudan - periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American - continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

Callable Bonds/Notes. Securities which contain an imbedded call option giving the issuer the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralization. Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Collateralized Mortgage Obligation (CMO). A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest depending upon their maturity. Interest payments are usually paid monthly. In "plain vanilla" CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days and given a short-term debt rating by one or more NRSROs.

Convexity. A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Counterparty. The other party in a two party financial transaction. "Counterparty risk" refers to the risk that the other party to a transaction will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate. Annual rate of interest on a debt security, expressed as a percentage of the bond's face value.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price), but does not accurately reflect a bond's true yield level.

Custody. Safekeeping services offered by a bank, financial institution, or trust company, referred to as the "custodian." Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement, and market values.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his/her own account.

Delivery Versus Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs, and BAs clear through DTC.

Derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities, or commodities). For hedging purposes, common derivatives are options, futures, interest rate swaps, and swaptions.

Derivative Security. Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Designated Bond. FFCB's regularly issued, liquid, non-callable securities that generally have a 2 or 3 year original maturity. New issues of Designated Bonds are \$1 billion or larger. Re-openings of existing Designated Bond issues are generally a minimum of \$100 million. Designated Bonds are offered through a syndicate of two to six dealers. Twice each month the Funding Corporation announces its intention to issue a new Designated Bond, reopen an existing issue, or to not issue or reopen a Designated Bond. Issues under the Designated Bond program constitute the same credit standing as other FFCB issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Discount Notes. Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets exist.

Discount Rate. Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the "fed funds rate."

Discount Securities. Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include: U.S. Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances, and Commercial Paper.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

Diversification. Dividing investment funds among a variety of security types, maturities, industries, and issuers offering potentially independent returns.

Dollar Price. A bond's cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 ½, would have a principal cost of \$955 per \$1,000 of face value.

Duff & Phelps. One of several NRSROs that provide credit ratings on corporate and bank debt issues.

Duration. The weighted average maturity of a security's or portfolio's cash-flows, where the present values of the cash-flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. MacAuley Duration, Modified Duration).

Fannie Mae. See "Federal National Mortgage Association."

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts, used primarily for settlement of U.S. Treasury and Federal Agency securities.

Fed. See "Federal Reserve System."

Federal Agency Security. A debt instrument issued by one of the Federal Agencies. Federal Agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of \$250,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system that is a network of cooperatively-owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its "designated note" program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a "target" Fed Funds rate associated with the Fed's management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its "global note" and "TAP" programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities, and MBS. Also issues notes under its "reference note" program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its "benchmark note" program.

Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the "Federal Reserve Board" and headed by its Chairman.

Financial Industry Regulatory Authority, Inc. (FINRA). A private corporation that acts as a self-regulatory organization (SRO). FINRA is the successor to the National Association of Securities Dealers, Inc. (NASD). Though sometimes mistaken for a government agency, it is a non-governmental organization that performs financial regulation of member brokerage firms and exchange markets. The government also has a regulatory arm for investments, the Securities and Exchange Commission (SEC).

Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Floating Rate Security (FRN or “floater”). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather than on a predetermined schedule. See also “Variable Rate Security.”

Freddie Mac. See "Federal Home Loan Mortgage Corporation."

Ginnie Mae. See "Government National Mortgage Association."

Global Notes: Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. are typically denominated in U.S. dollars.

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that are actually full faith and credit of the U.S. government).

Government Securities. An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. government, but they are not direct obligations of the U.S. government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Examples of GSEs include: FHLB, FHLMC, FNMA, and SLMA.

Government Sponsored Enterprise Security. A security issued by a Government Sponsored Enterprise. Considered Federal Agency Securities.

Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

Interest-Only (IO) STRIP. A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

Internal Controls. An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
2. **Separation of transaction authority from accounting and record keeping** - A separation of duties is achieved by separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction.
3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.
5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.
7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Inverse Floater. A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

Investment Advisor. A company that provides professional advice managing portfolios, investment recommendations, and/or research in exchange for a management fee.

Investment Adviser Act of 1940. Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Grade. Bonds considered suitable for preservation of invested capital, including bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Additionally, it is a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

Local Government Investment Pool (LGIP). An investment by local governments in which their money is pooled as a method for managing local funds, (e.g., Florida State Board of Administration's Florida Prime Fund).

Long-Term Core Investment Program. Funds that are not needed within a one-year period.

Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Securities Industry and Financial Markets Association (SIFMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium Term Notes (MTN's). Used frequently to refer to corporate notes of medium maturity (5-years and under). Technically, any debt security issued by a corporate or depository institution with a maturity from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities, and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as: U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject to "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of \$1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA, and FHLMC. There are a variety of MBS structures with varying levels of risk and complexity. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. The largest issuer is GNMA.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency. The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (e.g., bond, equity, and money market funds); all except money market funds operate on a variable net asset value (NAV).

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs (\$100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Net Asset Value. The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets including securities, cash, and any accrued earnings, then subtracting the total assets from the fund's liabilities, and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

$$[(\text{Total assets}) - (\text{Liabilities})]/(\text{Number of shares outstanding})$$

NRSRO. A "Nationally Recognized Statistical Rating Organization" (NRSRO) is a designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody's, S&P, Fitch, and Duff & Phelps.

Offered Price. See also "Ask Price."

Open Market Operations. A Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. The face value, stated value, or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

Primary Dealer. A designation given to certain government securities dealer by the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are the largest buyers and sellers by volume in the U.S. Treasury securities market.

Prime Paper. Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by Moody's.

Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Expert Rule. Standard that requires that a fiduciary manage a portfolio with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. This statement differs from the "prudent person" rule in that familiarity with such matters suggests a higher standard than simple prudence.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the "prudent person" standard as it implies a level of knowledge commensurate with the responsibility at hand.

Qualified Public Depository - Per Subsection 280.02(26), F.S., "qualified public depository" means any bank, savings bank, or savings association that:

1. Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States.
2. Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.
3. Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 et seq.
4. Has procedures and practices for accurate identification, classification, reporting, and collateralization of public deposits.
5. Meets all requirements of Chapter 280, F.S.

6. Has been designated by the Chief Financial Officer as a qualified public depository.

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/losses are “realized” when the security is actually sold, as compared to “unrealized” gains/losses which are based on current market value. See “Unrealized Gains (Losses).”

Reference Bills: FHLMC’s short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes (\$1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency, and liquidity, thereby providing alternatives to U.S. Treasury bills. FHLMC’s Reference Bills are unsecured general corporate obligations. This program supplements the corporation’s existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Reference Notes: FHLMC’s intermediate-term debt program with issuances of 2, 3, 5, 10, and 30-year maturities. Initial issuances range from \$2 - \$6 billion with re-openings ranging \$1 - \$4 billion.

The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor’s custodial bank, or “tri-party” where the securities are delivered to a third party intermediary. Any type of security can be used as “collateral,” but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate Securities Industry and Financial Markets Association (SIFMA) approved master repurchase agreement is in place.

Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short-term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Securities Industry and Financial Markets Association (SIFMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the SIFMA also recommends bond market closures and early closes due to holidays.

Securities Lending. An arrangement between an investor and a custody bank that allows the custody bank to “loan” the investor’s investment holdings, reinvest the proceeds in permitted investments, and share any profits.

with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

Sinking Fund. A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of moneys for payment of debt service. Usually used in connection with term bonds.

Spread. The difference between the price of a security and similar maturity U.S. Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to U.S. Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and "strips" description can be applied to non-Treasury securities (e.g., FNMA strips).

Structured Notes. Notes that have imbedded into their structure options such as step-up coupons or derivative-based returns.

Supranational. Supranational organizations are international financial institutions that are generally established by agreements among nations, with member nations contributing capital and participating in management. These agreements provide for limited immunity from the laws of member countries. Bonds issued by these institutions are part of the broader class of Supranational, Sovereign, and Non-U.S. Agency (SSA) sector bonds. Supranational bonds finance economic and infrastructure development and support environmental protection, poverty reduction, and renewable energy around the globe. For example, the World Bank, International Finance Corporation (IFC), and African Development Bank (AfDB) have "green bond" programs specifically designed for energy resource conservation and management. Supranational bonds, which are issued by multi-national organizations that transcend national boundaries. Examples include the World Bank, African Development Bank, and European Investment Bank.

Swap. Trading one asset for another.

TAP Notes: Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB's traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and reopens them up regularly through a competitive auction. These maturities (2, 3, 5, and 10 year) will remain open for the calendar quarter, after which they will be closed and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued, but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to \$30 billion. Under this authorization, TVA may also obtain advances from the U.S. Treasury of up to \$150 million. Frequent issuer of discount notes, agency notes, and callable agency securities.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week, and 26-week T-Bills.

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. government and issued with maturities of ten years and longer by the U.S. Department of the Treasury.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 3-year, 5-year, and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC Rule 15c3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See also "Realized Gains (Losses)."

Variable-Rate Security. A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually, or annually). See also "Floating Rate Note."

Weighted Average Maturity (or just "Average Maturity"). The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on U.S. Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where longer-term investments have higher yields, or "inverted" (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as "Yield to Maturity," except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security's yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash-flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and

whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also "Current Yield," "Yield Curve," "Yield to Call," and "Yield to Maturity."

Attachment B
Investment Pool/Fund Questionnaire

1. A description of eligible investment securities, and a written statement of investment policy and objectives.
2. A description of interest calculations and how it is distributed, and how gains and losses are treated.
3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.
4. A description of who may invest in the program, how often, what size deposits and withdrawals are allowed.
5. A schedule for receiving statements and portfolio listings.
6. Are reserves, retained earnings, etc., utilized by the pool/fund?
7. A fee schedule, and when and how is it assessed.
8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?
9. Does the pool/fund have a floating or stable Net Asset Value (NAV)?
10. What are the liquidity gates for the pool/fund?

TOWN OF PALM BEACH

Town Council Meeting on: March 14, 2017

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 28-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding RFP No. 2016-48 to AndCo Consulting for Investment Consulting Services, and Authorizing the Town Manager to Execute an Agreement on Behalf of the Town.

Presenter

Jane Struder, Director of Finance

ATTACHMENTS:

- ▣ **Memorandum Dated March 1, 2017, from Jane Struder, Director of Finance**
- ▣ **Resolution No. 28-2017**
- ▣ **AndCo Consulting Agreement**

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 14, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jane Struder, Director of Finance

Re: Investment Consulting Services RFP No. 2016-48
Resolution No. 28-2017

Date: March 1, 2017

STAFF RECOMMENDATION

Staff recommends that the Town Council approve Resolution No. 28-2017 authorizing the Town Manager to enter into a contract with AndCo Consulting, LLC. to provide investment consulting services for the Town of Palm Beach OPEB Trust. The fees for the first year of the contract will be \$35,000 and will be paid out of the OPEB Trust.

GENERAL INFORMATION

At the January 10, 2017, Town Council meeting, the Town Council approved the Selection Committee's ranking of the firms responding to the Town's RFP No. 2016-48 for Investment Consulting Services for the Town's OPEB Trust and authorized staff to enter into negotiations with the first ranked firm, The Bogdhan Group, who subsequently changed their name to AndCo Consulting, LLC. Staff and Mr. Andrew Frazier, a member of the Investment Advisory Committee, negotiated fees with AndCo Consulting, LLC. The results were taken to the Investment Advisory Committee for their review at the February 17, 2017, meeting and the Committee unanimously agreed to recommend to the Town Council approval of a contract with AndCo Consulting, LLC.

FUNDING/FISCAL IMPACT

The final fee proposal is shown in the table below and compared to the pre-negotiated fees and the fees paid to the incumbent consultant. The fees are paid out of the OPEB Trust Fund.

	Final Fee Proposal	Original Fee Proposal	Current Fees to incumbent Consultant
Year 1	\$35,000	\$38,000	\$60,000
Year 2	\$35,000	\$38,000	\$60,000
Year 3	\$35,000	\$38,000	\$60,000
Year 4	\$36,000	\$39,000	\$60,000
Year 5	\$38,000	\$40,000	\$60,000
Total	\$179,000	\$193,000	\$300,000

The fees for the new consultant versus the incumbent consultant will save the fund \$121,000 over the 5-year period.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

The proposed Resolution has been reviewed by the Town Attorney and is approved for legal form and sufficiency.

jls

cc: John C. Randolph, Town Attorney
Adis Pedraza, Purchasing Agent

RESOLUTION NO. 28-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING RFP NO. 2016-48 TO ANDCO CONSULTING, LLC, FOR INVESTMENT CONSULTING SERVICES FOR THE TOWN OF PALM BEACH OPEB TRUST, AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT ON BEHALF OF THE TOWN.

WHEREAS, the Town issued RFP No. 2016-48 on October 2, 2016, for Investment Consulting Services, and

WHEREAS, a selection committee consisting of the members of the Investment Advisory Committee reviewed the responses to RFP No. 2016-48; and

WHEREAS, the Investment Advisory Committee has unanimously recommended retaining the services of AndCo Consulting, LLC for investment consulting services.

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: RFP No. 2016-48 is hereby awarded to AndCo Consulting, LLC. based upon the content of their proposal dated November 2, 2016, including the updated fee proposal.

Section 3: The Town Manager is authorized to execute the attached agreement with AndCo Consulting, LLC. 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 14th day of March, 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Susan A. Owens, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member

AGREEMENT FOR INVESTMENT PERFORMANCE MONITORING AND ADVISORY SERVICES

THIS AGREEMENT entered into this ____ day of _____, 2017, between **ANDCO CONSULTING, LLC** (hereinafter referred to as “Consultant”), and the **TOWN OF PALM BEACH OPEB TRUST** (hereinafter referred to as “Client”).

WITNESSETH:

WHEREAS, Consultant is in the business of providing investment performance monitoring and advisory services; and

WHEREAS, Client is vested with the authority and responsibility for the investment and administration of the assets of the Town of Palm Beach OPEB Trust (hereinafter referred to as the “Fund”), and;

WHEREAS, Client desires Consultant to provide investment performance monitoring and advisory services with respect to the Fund;

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, the parties agree as follows:

A. SERVICES OF CONSULTANT

Consultant shall provide the following services to Client as shown below:

1. Investment policy statement development, review and maintenance.
2. Asset allocation consulting
3. Performance measurement with quarterly written reports and oral presentations on a semi-annual basis. Consultant will make all total fund calculations according to industry standard methods of calculating time weighted rates of return. Individual manager calculations will be made using either time weighted or dollar weighted rates of return.
4. Customized reports and presentations as requested.
5. Monitor and report on investment manager’s compliance with the Fund documents and investment policy on a quarterly basis. Perform manager searches as necessary or requested.
6. Investment market overviews.
7. Educational seminars.

8. Perform custodian search as necessary or requested.

Consultant shall not be responsible for:

1. Adoption of written investment policy statement. This is the responsibility of the Client. Investment policy statement should also be reviewed by the Client's counsel.
2. Selection of investment managers and custodians. This is the responsibility of the Client.
3. Securities litigation. This is the responsibility of the Client, staff, counsel and/or custodian. Unless otherwise directed by the Client, Consultant shall forward any notices it receives regarding securities litigation to the Fund's custodian.
4. Transfer of Client assets. The Client is responsible for directing transfers and the Client's custodian and/or investment managers are responsible for executing transfer directions. Consultant's role in transfer of client assets is limited to facilitating such transfers by helping the Client prepare directions if the Client requests assistance.
5. Custody, Custodial data accuracy. The parties agree that Consultant shall not maintain custody of the assets that are the subject of this Agreement. Consultant's performance evaluation services are dependent on the accuracy of the custodial data it reviews. Consultant is not responsible for the accuracy of custodial data. That is the responsibility of the custodian.
6. Best execution of securities trades. Consultant has no responsibility for obtaining best execution of securities trades involving the Client's assets. That is the responsibility of the Client's investment managers.
7. Proxy Voting. Consultant has no responsibility for voting proxies with respect to the client's assets. That is the responsibility of the Client's investment manager(s) or proxy voting agent.

B. RESPONSIBILITIES OF CLIENT

Client agrees to provide or cause its accountants, trustees, investment managers, custodian and legal advisors to provide information regarding assets, investment performance, and other pertinent matters relating to the Fund as requested by Consultant from time to time. Client, through its authorized representatives, also agrees to communicate the Fund's needs and goals to Consultant and to keep Consultant informed of changes in Client's situation, needs and goals. Consultant shall not be required to verify any information obtained from Client, Client's or Fund's

accountants, actuaries, trustees, investment managers, custodian and legal advisors and is expressly authorized to rely thereon.

C. BASIS OF ADVICE

Client acknowledges that Consultant obtains information from wide variety of publicly available sources and certain private sources. The advice provided by Consultant to Client is based upon its analysis of such information.

D. REPRESENTATIONS OF CONSULTANT

Consultant hereby represents that:

1. Consultant is currently registered with the Securities Exchange Commission as an investment advisor under the Investment Advisors Act of 1940.
2. Consultant is not the Client's investment manager nor is Consultant in any way compensated by nor does Consultant have any affiliation with any Fund investment manager.
3. Consultant will not receive any form of compensation, either direct or indirect, from any source in conjunction with, or as a result of, performance of its services under this Agreement other than as outlined in Section F.
4. Consultant acknowledges that it is a fiduciary with respect to the Fund within the meaning Section 3(21) of the Employee Retirement Income Security Act of 1974 ("ERISA") for services provided to the Fund.

E. FEES TO CONSULTANT

In consideration of the services rendered by Consultant, the Client shall pay an all-inclusive annual fee of \$35,000, billed quarterly in arrears, for years 1-3 of the Agreement, \$36,000 annually for Year 4 of the Agreement and \$38,000 annually for Year 5 of the Agreement. This fee will cover all services described in Section A. Should Client be dissatisfied with the services performed by Consultant during the first 12 months of this Agreement, Consultant will refund to Client all fees paid during that period.

G. TERMINATION

Client shall have the right to terminate this Agreement at any time upon written notice to Consultant. Consultant may terminate this Agreement at any time on ninety (90) days written

notice. Charges in either case, if any, for services completed will be prorated based on the fees as set forth in Section F. No other termination fee will be charged for termination of this Agreement.

H. PUBLIC RECORDS

Consultant will comply with public records laws, specifically to:

1. Keep and maintain public records required by the Client to perform the service.
2. Upon request from the Client or its public records custodian, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Consultant does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to Consultant all public records in possession of Consultant or keep and maintain public records required by the Client to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consult shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Client, upon request from Client or its public records custodian, in a format that is compatible with the information technology systems of Client.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

[Town of Palm Beach, Town Clerk, 561-227-6342]

I. MISCELLANEOUS

1. This Agreement shall be applicable only to the services individually prepared for Client. It shall not relate to any advice given by any person or persons not specifically designated by Consultant in writing to perform such services.
2. Neither party hereto may assign, convey, or otherwise transfer any of its rights, obligations, or interest herein without the prior consent of the other party.
3. This Agreement represents the complete agreement of the parties with regard to the subject matter and supersedes any prior understanding or agreement, oral or written.
4. This Agreement may be amended or revised only by an instrument in writing signed by Client and Consultant.
5. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida.
6. This Agreement may be executed in several counterparts, each of which shall be deemed an original.
7. This Agreement shall be effective upon execution.
8. Client acknowledges receipt of Consultant's ADV Part 2 and Privacy Notice and authorizes Consultant to deliver all future required disclosures electronically.

IN WITNESS WHEREOF, the Client has signed duplicates hereof, and Consultant had caused its corporate name to be signed to said duplicates by its proper officers thereunder duly authorized on the day and in the year first above written.

ANDCO CONSULTING, LLC

**TOWN OF PALM BEACH OPEB
TRUST**

By:_____

By:_____

As:_____

As:_____

Date:_____

Date:_____

TOWN OF PALM BEACH

Town Council Meeting on: March 14, 2017

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 29-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Use of the Southeast Florida Purchasing Cooperative Group Contract for Office Supplies to Office Depot, Inc. for an Amount Not to Exceed \$35,000 for the Remainder of the Fiscal Year 2017 Budget.

Presenter

Jane Struder, Director of Finance

ATTACHMENTS:

- ▣ **Memorandum Dated March 1, 2017, from Jane Struder, Director of Finance**
- ▣ **Resolution No. 29-2017**

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 14, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jane Struder, Director of Finance

Re: Authorization to Award the Annual Contract for Office Supplies to Office Depot, Inc.
Resolution No. 29-2017

Date: March 1, 2017

STAFF RECOMMENDATION

Staff recommends the Town Council adopt Resolution No. 29-2017, authorizing the use of the Southeast Florida Purchasing Cooperative Group (Co-op) contract with Office Depot for Office Supply purchases in FY2017.

GENERAL INFORMATION

Office Depot, Inc. was awarded a contract with the Co-op effective October 18, 2013 with extensions through October 17, 2019. Office Depot, Inc. submitted pricing through Contract #13-23R/618-000-11-1, which are more advantageous than the pricing we received through the State of Florida Contract that will expire on April 17, 2017. The contract provides the Town with volume savings through quantity discounts. Anticipated usage for the balance of FY17 is expected to be approximately \$35,000 to accommodate all Departments' needs for office supplies.

FUNDING/FISCAL IMPACT

Funds are available and budgeted in individual department accounts.

PURCHASING REVIEW

The Purchasing Division 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
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 29-2017

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE USE OF THE SOUTHEAST FLORIDA
PURCHASING COOPERATIVE GROUP CONTRACT FOR
OFFICE SUPPLIES TO OFFICE DEPOT, INC. FOR AN AMOUNT
NOT TO EXCEED \$35,000 FOR THE REMAINDER OF THE
FISCAL YEAR 2017 BUDGET.**

WHEREAS; a contract was awarded to Office Depot, Inc. on October 18, 2013, through the Southeast Florida Purchasing Cooperative Group (Co-op), and;

WHEREAS; the contract with Office Depot has been renewed by the Co-op through October 17, 2019.

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

Section 1: The use of the Co-op contract with Office Depot for office supplies, covering a period beginning April 1, 2017 and ending September 30, 2017, for an amount not to exceed \$35,000 is hereby approved.

Section 2: The Town Manager, or his designee is hereby authorized to take such further actions as may be necessary to effectuate the implementation of these services.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 14th day of March 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Susan A. Owens, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: March 14, 2017

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 30-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing Ex Post Facto Issuance of a Purchase Order to Dobie Supply LLC in the Amount of \$57,228.00 for the Purchase of Four (4) Variable Message Signs Per RFQ No. 40-2017; And Establishing a Budget of \$60,000

Presenter

Kirk W. Blouin, Director of Public Safety

ATTACHMENTS:

- ▣ **Memorandum from Kirk W. Blouin, Director of Public Safety dated February 24, 2017**
- ▣ **Resolution No. 30-2017**
- ▣ **Exhibit A**

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 14, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Kirk W. Blouin, Director of Public Safety

Re: Purchase of Four (4) Variable Message Boards
Resolution No. 30-2017

Date: February 24, 2017

STAFF RECOMMENDATION

Staff recommends the Mayor and Town Council approve the purchase of four (4) variable message boards, ex post facto, from Dobie Supply LLC in the amount of \$57,228. These items were ordered following emergency purchasing procedures as described in the Town of Palm Beach Purchasing Manual, Chapter 7 and based on the results of the Town's RFQ No. 40-2017.

GENERAL INFORMATION

In an effort to mitigate traffic impacts while President Trump is in Town, the Palm Beach Police Department has used variable message boards (VMB). The message boards allow the police department the ability to communicate messages with all motorists who are using roads within the Town. This has proven to be an effective tool to help us manage traffic.

Currently, we are leasing four VMBs in addition to the two we own. Each VMB leased costs the Town \$65 per day and scheduling their delivery is not reliable. However, it is less expensive to purchase the signs instead of leasing them. The cost of the four units ordered is \$57,228 or an average of \$14,307 per unit. Each unit is under warranty for 5 years. Leasing just one unit for 180 days per year (November 1 to April 30) is \$11,700. With a four-year presidential term, leasing one unit could cost up to \$46,800 over that time frame as opposed to purchasing a VMB for an average of \$14,307. Even if you assume a need to lease for just four days per week, from November 1 to April 30, it would cost \$24,960 over four years compared to \$14,307 on average to own. Further, the acquisition of the VMBs will expand the Town's capabilities for other events that impact the Town.

Pursuant to Section 7-2 of the Town Purchasing Manual, an emergency purchase has been initiated in excess of \$25,000. RFQ no. 40-2017 is attached to Exhibit A.

Purchase of Four (4) Message Boards
Page 2

Upon receipt of the four VMBs ordered, we will cancel the lease of the two leased units currently being used. The units selected are manufactured by VER-MAC and are shipped to us via a supply firm in Texas. VER-MAC was chosen because:

- The units are easily programmed;
- They are heavy-duty and easily transported;
- They are the same equipment that we have been renting and using.

FUNDING/FISCAL IMPACT

Funding for this emergency purchase will have to come from the FY 2017 General Fund Contingency which currently has a balance of \$763,398. Town Council approval for emergency expenditures over \$25,000 must be approved by the Town Council ex post facto.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

KWB/lsg

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

RESOLUTION NO. 30-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING EXPOST FACTO ISSUANCE OF A PURCHASE ORDER TO DOBIE SUPPLY LLC IN THE AMOUNT OF \$57,228.00 FOR THE PURCHASE OF FOUR (4) VARIABLE MESSAGE SIGNS PER RFQ NO. 40-2017; AND ESTABLISHING A BUDGET OF \$60,000.

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, ex post facto, to Dobie Supply LLC in the amount of \$57,228.00 for the purchase of four (4) Variable Message Boards and establishing a budget of \$60,000.

Section 2. A copy of Town of Palm Beach RFQ No. 40-2017 is attached hereto as Exhibit A and is hereby incorporated within this Resolution and made a part hereof.

Section 3. Funding up to \$60,000 for this purchase from the 2017 General Fund Contingency is hereby approved.

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

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 14th day of March, 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Susan A. Owens, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member



TOWN OF PALM BEACH

RFQ No. 40-2017

VARIABLE MESSAGE BOARDS (VMB)
PURCHASE OF

TABULATION

 TOWN OF PALM BEACH RFQ No. 40-2017 VARIABLE MESSAGE BOARDS (VMB) PURCHASE OF TABULATION										Vendor:		DOBIE SUPPLY LLC		ROAD SAFE TRAFFIC SYSTEMS INC.		STAY ALERT SAFETY SERVICES		TRAFFIC SAFETY SUPPLIES, INC.	
Address:		3809 S. 2ND ST. SUITE D-200		3570 NW 62ND ST.		272 CLAYTON FOREST RD		14490 LEE HWY											
Telephone:		512-437-6499		MIAMI, FL 33147		KERNERSVILLE, NC 27284		GAINESVILLE, VA 20155											
Fax:		512-444-0796		305-633-3883		336-993-2828		703-853-7446											
Contact:		DOUG PHILLIPS		602-251-0537		336-993-6929		703-753-7905											
Email:		DOUB@DOBIESUPPLY.COM		pmarmen@roadsafetraffic.com		WLACKEY@STAYALERTSAFETY.COM		SBROWN@TSSINCVA.COM											
Line	Description	Qty	Unit	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total										
1	MOBILE MESSAGE SIGN; VER-MAC #PCMS-320 HYD TMD SIZED FULL MATRIX SIGN - NO SUBSTITUTIONS:	2	EA	\$ 15,174.00	\$30,348.00	\$15,900.00	\$31,800.00	\$15,750.00	\$31,500.00										
2	MOBILE MESSAGE SIGN; VER-MAC #PCMS-4880 MINI SIZED FULL MATRIX SIGN NO SUBSTITUTIONS:	2	EA	\$ 13,440.00	\$26,880.00	\$14,900.00	\$29,800.00	\$13,990.00	\$27,980.00										
	AWARDED ITEMS IN YELLOW HI-LITE				\$57,228.00		\$61,600.00		\$59,408.00										
	COMMENTS:			DELIVERY 3 WEEKS		DELIVERY 4 - 6 WEEKS		DELIVERY MARCH 24, 2017											
								DELIVERY 4 TO 6 WEEKS											



TOWN OF PALM BEACH

RFQ No. 40-2017

**VARIABLE MESSAGE BOARDS (VMB)
PURCHASE OF**

TABULATION

Vendor: Address: Telephone: Fax: Contact: Email:						
Line	Description	Qty	Unit	Price per Unit	Total	Total
1	MOBILE MESSAGE SIGN; VER-MAC #PCMS-320 HYD TMD SIZED FULL MATRIX SIGN - NO SUBSTITUTIONS:	2	EA			
2	MOBILE MESSAGE SIGN; VER-MAC #PCMS-4880 MINI SIZED FULL MATRIX SIGN NO SUBSTITUTIONS:	2	EA			
	AWARDED ITEMS IN YELLOW HI-LITE					
	COMMENTS:					

TOWN OF PALM BEACH

Town Council Meeting on: March 14, 2017

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 32-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Design, Bid, and Construction Phase Architectural Services to Bridges, Marsh, and Associates, Inc., in an Amount of \$61,000 for the Town Facilities Roofing Improvements, and Establishing a Design, Bid, and Construction Phase Architectural Services Budget of \$71,000.

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated February 23, 2017, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 32-2017**
- ▣ **Bridges, Marsh & Associates Proposal**

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 14, 2017

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

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

RE: Approve a Purchase Order for Design, Bid, and Construction Phase Architectural Services for the Town Facilities Roofing Improvements
Resolution No. 32-2017

DATE: February 23, 2017

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 32-2017 approving a purchase order to Bridges, Marsh, and Associates, Inc. (BMA), for architectural design, bid, and construction phase services in the amount of \$61,000 for the Town Facilities Roofing Improvements and establishing an architectural design, bid, construction phase services budget of \$71,000, including contingency.

GENERAL INFORMATION

In September 2016, Knopf and Associates, Inc. conducted a condition assessment of various Town facility roofs. The assessment allowed staff to prioritize the roofs that are in need of immediate attention and those that can wait for the next cycle of improvement work. The facilities selected for improvements during this construction season are the North Fire Station, S-2 In-line Pump Station, and the Bradley Park Tea House (Casino).

Bridges, Marsh, and Associates, Inc. (BMA) was selected to perform the professional services on this project via Professional Services Agreement – RFQ 2012-01. BMA will be responsible for design, meetings, site visits, coordination efforts, bid evaluations, cost estimate, construction oversight/administration, pay application review, and shop drawing review.

The cost for the design, bid, and construction phase architectural services is \$61,000. Staff recommends a total design, bid, construction phase services budget of \$71,000, which includes \$10,000 in general contingency.

FUNDING/FISCAL IMPACT

Funding for the Design, Bid, and Construction Phase Architectural Services of this project is contained within the Town's Public Works General Capital Improvements Fund (Pay-As-You-Go Fiscal Year 2017 budget).

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: Patricia Strayer, P.E., Town Engineer
Jeffrey M. Sanon, P.E., Project Engineer
Brett Madison, Facilities Maintenance Manager
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 32-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER FOR DESIGN, BID, AND CONSTRUCTION PHASE ARCHITECTURAL SERVICES TO BRIDGES, MARSH, AND ASSOCIATES, INC., IN AN AMOUNT OF \$61,000 FOR THE TOWN FACILITIES ROOFING IMPROVEMENTS, AND ESTABLISHING A DESIGN, BID, AND CONSTRUCTION PHASE ARCHITECTURAL SERVICES BUDGET OF \$71,000.

* * * * *

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 Bridges, Marsh, and Associates, Inc., in an amount of \$61,000 for Design, Bid, and Construction Phase Architectural Services for the Town Facilities Roofing Improvements, and establishes a total design, bid, and construction phase architectural budget of \$71,000.

Section 2. The Town Manager is hereby authorized to execute a purchase order on behalf of the Town of Palm Beach for these improvements, and is authorized to approve additional tasks, as necessary, within budget.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 14th day of March 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Susan A. Owens, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member

BRIDGES, MARSH & ASSOC.

22 February 2017

Mr. Jeff Sanon, P.E.
Project Engineer
Town of Palm Beach
951 Old Okeechobee Rd.
West Palm Beach, FL 33401

**RE: REROOFING of EXISTING TEA HOUSE (CASINO), BRADLEY PARK
TOWN OF PALM BEACH**

Dear Mr.Sanon,

Per your request, the following is a proposal to undertake the evaluation and specifications addressing the scope of the above referenced project:

PHASE I: DESIGN and SPECIFICATION DOCUMENTS

- Publish a written specification which will be the basis for obtaining bids to perform the reroofing scope of the work including:
 - Provide a section for carpentry (deck replacement as needed and re-nailing of entire deck)
 - Provide sheet metal specifications (all copper)
 - Specifications/details for built up roofing and asphalt shingle roofing
- Generate a roof plan with pertinent detail section identified
- Provide pertinent details for all flashing work
- Provide stucco veneer repair and paint repair details
- Evaluate the bids and assist the Town in selection of the most qualified bidder to perform the Work.
- Represent the Town at all approval meetings required prior to commencement of the work. i.e. ARCOM.
- Generate an Order of Magnitude estimate of costs for the Work.

BRIDGES, MARSH & ASSOC., INC.
chartered architects

PHASE II – CONSTRUCTION ADMINISTRATION

- The Architect's and their Consultants responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.
- The Architect and their Consultants, as a representative of the Owner, shall visit the site at critical stages to observe and generally become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality of the Work. The Architect shall neither have control over or change of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- Architect and their Consultants will photograph and record progress of work.
- The Architect and their Consultants shall at all times have access to the Work wherever it is in preparation or in progress.
- The Architect and their Consultants will provide the following:
 - review contractor product submittals
 - attend a Pre-Construction meeting
 - conduct four in-progress site inspections, during roof removal
 - conduct one in-progress metal flashing inspection
 - conduct two in-progress SBS membrane application
 - conduct three in-progress tile installation
 - conduct one final roof inspection
- The Architect shall review and certify the amounts due the Contractor and shall issue certifications in such amounts.
- The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to

substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

- The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspections or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.

PHASE II NOT TO EXCEED A MAXIMUM UPSET PRICE OF

\$12,000.00

Basis of Compensation
As per P.S.A.

BASIS OF COMPENSATION

- Architectural Services to be billed pursuant to PSA "Exhibit A"
- Subconsultants to be billed per PSA, "Exhibit B"

ADDITIONAL SERVICES:

- If more extensive representation at the site than included in Phase II is required the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.
- Making revisions in drawings, specifications or other documents when such revisions are:
 - inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustment in the Owner's program or Project budget;
 - required by the enactment or revision of codes, laws or regulations subsequent to the preparation of documents; or
 - due to changes required as a result of the Owner's failure to render decisions in a timely manner.
- Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction.
- Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

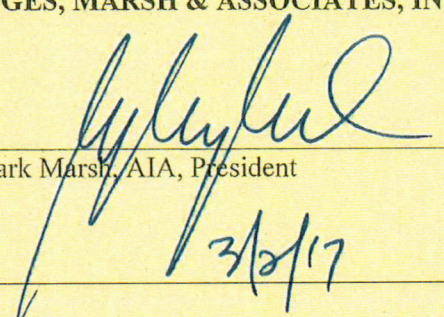
REIMBURSABLE EXPENSES:

In accordance with the Professional Services Agreement between the Town of Palm Beach and
Bridges and Marsh Associates, Inc.

Allowance **\$300.00**

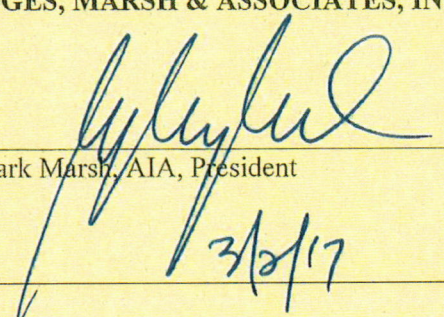
Regards,

BRIDGES, MARSH & ASSOCIATES, INC.



M. Mark Marsh, AIA, President

Date



3/2/17

BRIDGES, MARSH & ASSOC.

22 February 2017

Mr. Jeff Sanon, P.E.
Project Engineer
Town of Palm Beach
951 Old Okeechobee Rd.
West Palm Beach, FL 33401

**RE: REROOFING of EXISTING S-2 9 LAKE TRAIL PUMP HOUSE
TOWN OF PALM BEACH**

Dear Mr. Sanon,

Per your request, the following is a proposal to undertake the evaluation and specifications addressing the scope of the above referenced project:

PHASE I: DESIGN and SPECIFICATION DOCUMENTS

- Publish a written specification which will be the basis for obtaining bids to perform the reroofing scope of the work including:
 - Provide a section for carpentry (deck replacement as needed and re-nailing of entire deck)
 - Provide sheet metal specifications (all copper)
 - Specifications/details on clay barrel tile roofing and flat sheet membrane roofing
- Generate a roof plan with pertinent detail section identified
- Provide pertinent details for all flashing work
- Provide stucco veneer repair and paint repair details
- Evaluate the bids and assist the Town in selection of the most qualified bidder to perform the Work.
- Represent the Town at all approval meetings required prior to commencement of the work. i.e. ARCOM.
- Generate an Order of Magnitude estimate of costs for the Work.

BRIDGES, MARSH & ASSOC., INC.
chartered architects

EIGHTEEN VIA MIZNER • PALM BEACH, FLORIDA 33480 • 561 832 1533 • FAX: 561 832 1520 1-

DCB-# AR 0008738

MM-#AR0009030

GV-#AR92276

PHASE II – CONSTRUCTION ADMINISTRATION

- The Architect's and their Consultants responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.
- The Architect and their Consultants, as a representative of the Owner, shall visit the site at critical stages to observe and generally become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality of the Work. The Architect shall neither have control over or change of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- Architect and their Consultants will photograph and record progress of work.
- The Architect and their Consultants shall at all times have access to the Work wherever it is in preparation or in progress.
- The Architect and their Consultants will provide the following:
 - review contractor product submittals
 - attend a Pre-Construction meeting
 - conduct four in-progress site inspections, during roof removal
 - conduct one in-progress metal flashing inspection
 - conduct two in-progress SBS membrane application
 - conduct three in-progress tile installation
 - conduct one final roof inspection
- The Architect shall review and certify the amounts due the Contractor and shall issue certifications in such amounts.
- The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

- The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspections or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.

NOT TO EXCEED A MAXIMUM UPSET PRICE OF

\$21,000.00

Basis of Compensation
As per P.S.A.

BASIS OF COMPENSATION

- Architectural Services to be billed pursuant to PSA "Exhibit A"
- Subconsultants to be billed per PSA, "Exhibit B"

ADDITIONAL SERVICES:

- If more extensive representation at the site than included in Phase II is required the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.
- Making revisions in drawings, specifications or other documents when such revisions are:
 - inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustment in the Owner's program or Project budget;
 - required by the enactment or revision of codes, laws or regulations subsequent to the preparation of documents; or
 - due to changes required as a result of the Owner's failure to render decisions in a timely manner.
- Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction.
- Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

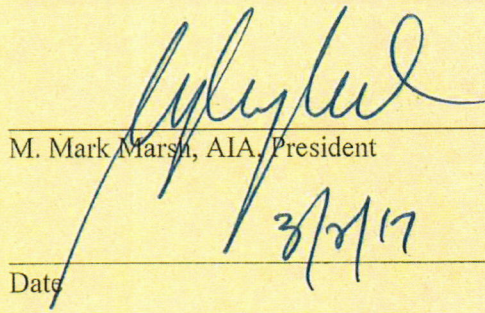
REIMBURSABLE EXPENSES:

In accordance with the Professional Services Agreement between the Town of Palm Beach and
Bridges and Marsh Associates, Inc.

Allowance \$ 300.00

Regards,

BRIDGES, MARSH & ASSOCIATES, INC.



M. Mark Marsh, AIA, President

Date

3/21/17

BRIDGES, MARSH & ASSOC.

22 February 2017

Mr. Jeff Sanon, P.E.
Project Engineer
Town of Palm Beach
951 Old Okeechobee Rd.
West Palm Beach, FL 33401

**RE: REROOFING of EXISTING NORTH FIRE STATION, 300 N. COUNTY RD.
TOWN OF PALM BEACH**

Dear Mr. Sanon,

Per your request, the following is a proposal to undertake the evaluation and specifications addressing the scope of the above referenced project:

PHASE I: DESIGN and SPECIFICATION DOCUMENTS

- Publish a written specification which will be the basis for obtaining bids to perform the reroofing scope of the work including:
 - Provide a section for carpentry (deck replacement as needed and re-nailing of entire deck)
 - Provide sheet metal specifications (all copper)
 - Specifications/details on clay barrel tile roofing
- Generate a roof plan with pertinent detail section identified
- Provide pertinent details for all flashing work – address selvage edge repair
- Provide stucco veneer repair and paint repair details
- Verify issues, such as water intrusion at exterior opening
- Raising of low window units (10), address openings at tower base access, A/C stands and possibly relocation of access hatch out of current office to a more functional location
- Evaluate the bids and assist the Town in selection of the most qualified bidder to perform the Work.
- Represent the Town at all approval meetings required prior to commencement of the work. i.e. ARCOM.
- Generate an Order of Magnitude estimate of costs for the Work.

BRIDGES, MARSH & ASSOC., INC.
chartered architects

PHASE II – CONSTRUCTION ADMINISTRATION

- The Architect's and their Consultants responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.
- The Architect and their Consultants, as a representative of the Owner, shall visit the site at critical stages to observe and generally become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality of the Work. The Architect shall neither have control over or change of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- Architect and their Consultants will photograph and record progress of work.
- The Architect and their Consultants shall at all times have access to the Work wherever it is in preparation or in progress.
- The Architect and their Consultants will provide the following:
 - review contractor product submittals
 - attend a Pre-Construction meeting
 - conduct four in-progress site inspections, during roof removal
 - conduct one in-progress metal flashing inspection
 - conduct two in-progress SBS membrane application
 - conduct three in-progress tile installation
 - conduct one final roof inspection
- The Architect shall review and certify the amounts due the Contractor and shall issue certifications in such amounts.
- The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to

substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

- The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspections or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.

NOT TO EXCEED A MAXIMUM UPSET PRICE OF

\$28,000.00

Basis of Compensation
As per P.S.A.

BASIS OF COMPENSATION

- Architectural Services to be billed pursuant to PSA "Exhibit A"
- Subconsultants to be billed per PSA, "Exhibit B"

ADDITIONAL SERVICES:

- If more extensive representation at the site than included in Phase II is required the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.
- Making revisions in drawings, specifications or other documents when such revisions are:
 - inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustment in the Owner's program or Project budget;
 - required by the enactment or revision of codes, laws or regulations subsequent to the preparation of documents; or
 - due to changes required as a result of the Owner's failure to render decisions in a timely manner.
- Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction.
- Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

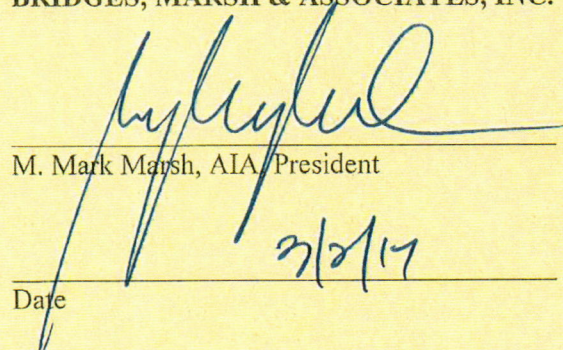
REIMBURSABLE EXPENSES:

In accordance with the Professional Services Agreement between the Town of Palm Beach and Bridges and Marsh Associates, Inc.

Allowance \$ 300.00

Regards,

BRIDGES, MARSH & ASSOCIATES, INC.



M. Mark Marsh, AIA, President

Date

3/21/17

TOWN OF PALM BEACH

Town Council Meeting on: March 14, 2017

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 35-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving an Extension of the Contract to Supply Unleaded and Diesel Fuel to MacMillan Oil Co. of Florida, Inc.

Presenter

Jane Struder, Director of Finance

ATTACHMENTS:

- ▣ **Memorandum Dated March 1, 2017, from Jane Struder, Director of Finance**
- ▣ **Resolution No. 35-2017**

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 14, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jane Struder, Director of Finance

Re: Authorization to Extend the Fuel Purchase Contract with MacMillan Oil Co. of Florida, Inc.

Resolution No. 35-2017

Date: March 1, 2017

STAFF RECOMMENDATION

Staff recommends the Town Council adopt Resolution No. 35-2017, authorizing purchases of unleaded gasoline and diesel fuel from Macmillan Oil Co. of Florida, Inc. through April 28, 2017.

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 additional two year extensions. The Cooperative Group has made a decision not to renew this contract. A replacement contract is not anticipated to be awarded until approximately April 28, 2017.

The Town requires a continual source of supply for unleaded and diesel fuel; the current vendor, MacMillan Oil Co. of Florida, Inc. has agreed to extend the same prices, terms, and conditions of the Contract to the Town until a new contract is awarded.

FUNDING/FISCAL IMPACT

Funds are available and budgeted in individual department accounts.

PURCHASING REVIEW

This item has been reviewed by the Purchasing Division and is approved as 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
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 35-2017

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING PURCHASES OF UNLEADED GASOLINE AND
DIESEL FUEL FROM MACMILLAN OIL CO. OF FLORIDA, INC.**

WHEREAS; the Southeast Florida Governmental Purchasing Cooperative Group (Co-op) 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 will expire on March 31, 2017.

WHEREAS; a replacement contract is not anticipated to be awarded until approximately April 28, 2017;

WHEREAS; the Town requires a continual source of supply for unleaded and diesel fuel;

WHEREAS; the current vendor, MacMillan Oil Co. of Florida, Inc. has agreed to extend the same prices, terms, and conditions of the Contract to the Town until a new contract is awarded;

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

Section 1: The contract extension for a period of one month, beginning April 1, 2017 and ending April 30, 2017, is hereby awarded to MacMillan Oil Co. of Florida, Inc.

Section 2: The Town Manager or his designee is hereby authorized to take such further actions as may be necessary to effectuate the implementation of these services.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 14th day of March 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Susan A. Owens, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: March 14, 2017

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 36-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing and Approving the Transfer of \$10,390.55 from the Fiscal Year 2017 Equipment Replacement Fund Contingency to the Equipment Replacement Account so as to Provide the Amount of \$24,517.18 for the Purchase of the South Fire Station Community Meeting Room Audio/Visual Equipment and Establishing a Budget of \$26,968.90.

Presenter

Kirk W. Blouin, Director of Public Safety

ATTACHMENTS:

- ▣ **Memorandum Dated February 28, 2017, from Kirk W. Blouin, Director of Public Safety**
- ▣ **Resolution No. 36-2017**
- ▣ **Audio / Visual Equipment Quote**

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 14, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Kirk Blouin, Director of Public Safety

Re: Transfer of funds from the FY2017 Equipment Replacement Fund Contingency to the Equipment Replacement Account in the amount of \$10,390.55
Resolution No. 36-2017

Date: February 28, 2017

STAFF RECOMMENDATION

Staff recommends that the Town Council approve Resolution No. 36-2017 authorizing the transfer of funds from the FY2017 Equipment Replacement Fund Contingency to the Equipment Replacement Account in the amount of \$10,390.55 for the purchase of the South Fire Station Community Meeting Room audio/visual equipment through Florida State AV Contract #880-000-09-01 and establishing a total budget of \$26,968.90.

GENERAL INFORMATION

The South Fire Station Community Meeting Room is utilized by both internal and external customers. This room is used on a weekly basis by community associations, voters, and for educational classes and employee training. For a fee, community groups schedule the use of the room, some of which are on a recurring basis.

The South Fire Station Community Meeting Room audio/visual equipment is on a ten (10) year useful life cycle. The current equipment in the meeting room has components that are inoperable and no longer integrate with current technology.

During the FY2017 budget process, a quote was obtained for the replacement of the South Fire Station Community Meeting Room audio/visual equipment in the amount of \$24,517.18. The replacement equipment will include an 84" LCD Smart board, two large monitors, wireless microphone system, DVD player and a touch screen pad for ease of operation.

FUNDING/FISCAL IMPACT

There is currently \$16,578.35 in the equipment replacement account; the requested \$10,390.55 will be taken from the FY2017 Equipment Replacement Fund Contingency (account

#320.65.611.539.90.99.03) for the purchase of \$24,517.18 and establishing a total budget of \$26,968.90.

PURCHASING REVIEW

These items have been reviewed by the Purchasing Division and are approved as recommended.

INFORMATION SYSTEMS REVIEW

These items have been reviewed by Information Systems and are approved as recommended.

TOWN ATTORNEY REVIEW

Resolution No. 36-2017 has been reviewed by the Town Attorney and approved as to legal form and sufficiency.

cc: Jane Struder, Finance Director
Adis Pedraza, Purchasing Agent
Charles Kapachinski, IT Manager

RESOLUTION NO. 36-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AND APPROVING THE TRANSFER OF \$10,390.55 FROM THE FISCAL YEAR 2017 EQUIPMENT REPLACEMENT FUND CONTINGENCY TO THE EQUIPMENT REPLACEMENT ACCOUNT SO AS TO PROVIDE THE AMOUNT OF \$24,517.18 FOR THE PURCHASE OF THE SOUTH FIRE STATION COMMUNITY MEETING ROOM AUDIO/VISUAL EQUIPMENT AND ESTABLISHING A BUDGET OF \$26,968.90.

WHEREAS, there is a need to replace the audio/visual equipment in the South Fire Station Community Meeting Room; and

WHEREAS, during the Fiscal Year 2017 budget process a quote was obtained for the replacement of said equipment in the amount of \$24,517.18; and

WHEREAS, there is currently only \$16,578.35 in the equipment replacement account; and

WHEREAS, there is a need to transfer \$10,390.55 from the Fiscal Year 2017 contingency fund in order to accommodate this purchase.

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

Section 1. The Town Council of the Town of Palm Beach hereby approves the transfer of \$10,390.55 from the Fiscal Year 2017 Equipment Replacement Fund Contingency to the Equipment Replacement Account, which, upon said transfer, will have a total balance of \$24,517.18.

Section 2. The Town Council approves of the replacement of the South Fire Station Community Meeting Room audio/visual equipment with a total budget of \$26,968.90.

Section 3. The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate this transfer of funds from the FY2017 Equipment Replacement Fund Contingency to the Equipment Replacement Account.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this _____ day of _____, 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

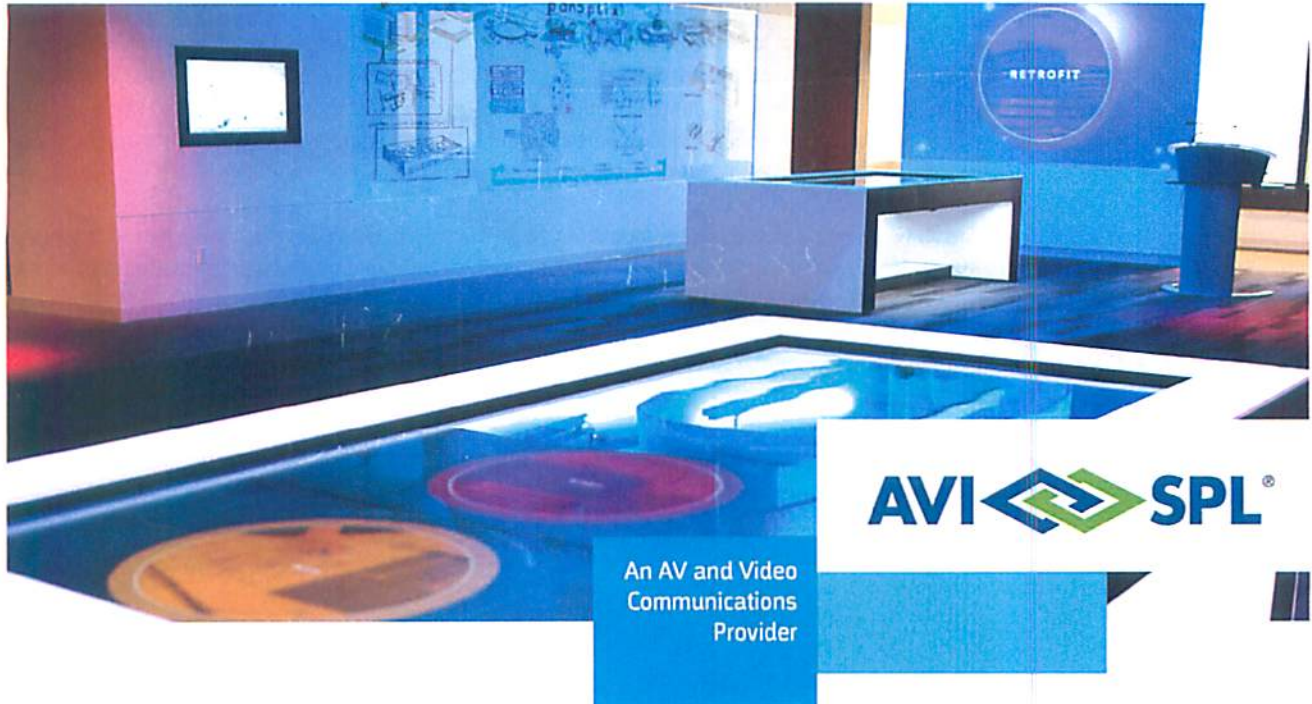
Bobbie Lindsay, Town Council Member

Susan A. Owens, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member

AudioVisual Solutions Proposal For

Town of Palm Beach AV Conference Room Upgrade



Audio Visual Innovations, Inc. - A wholly owned subsidiary of AVI-SPL, Inc.

772 South Military Trail
Deerfield Beach, FL 33442
(954) 938-9382
Fax: (954) 776-4772
www.avispl.com

Prepared By: Paul Wareham

Proposal No: 256017-1



Executive Summary

AVI-SPL is pleased to present you with the following audiovisual solutions proposal for your project.

At AVI-SPL, we are experts in applying the industry's most advanced audiovisual technologies. We translate this expertise into value for our clients through highly-customized systems integration solutions, equipment sales and services. We are proud to serve as the industry's largest global integrator, delivering comprehensive AV technology, presentation and collaboration solutions worldwide.

With nearly 40 offices nationwide, as well as international locations in Canada, United Kingdom and Dubai, AVI-SPL's Systems Integration Division is the largest and best trained in the industry, providing custom design and installation services for meeting rooms, boardrooms and collaboration spaces, network operation centers, government commission chambers, computer classrooms and distance learning facilities. We also provide incredible audiovisual enhancements to venues such as sports stadiums, casinos, theme parks, museums and houses of worship. Our portfolio also includes more than 40 professional sports stadiums and arena installations.

As part of our many levels of differentiation when compared to our competitors, large and small, is AVI-SPL's commitment to the professional development of our engineering technical staff. We accomplish this by holding our staff accountable to the highest quality solutions delivery standards that we reinforce through ongoing and consistent training.

In addition, we have established an open feedback loop with our customers and partners to continuously assess and identify the best technology and solutions.

We have applied this experience and expertise to build this custom proposal. This proposal document is based on our understanding of your specific needs and business objectives and includes a summary of the solution elements, installation requirements, investment summary and terms and conditions.

We would like to thank you for considering AVI-SPL for your project.



The AVI-SPL Process

AVI-SPL has developed a comprehensive integration process designed to meet our customer expectations. Our process begins with system design and carries through to post-installation training to ensure technology adoption. Our goal at AVI-SPL is to work with you every step of the way to ensure that your project is completed within scope, on schedule and within budget.

Proposal and Systems Design

AVI-SPL will conduct an initial detailed consultation and needs analysis with key customer stakeholders to gain a thorough understanding of needs, objectives and success criteria. This information is used to develop a proposed system solution for acceptance. This step provides Account Management and applicable Engineering Design support the ability to design a technically sound and functional solution where we will:

- Verify initial design concepts through examination of the desired capabilities, architectural and environmental considerations.
- Define scope of work criteria.
- Select the appropriate equipment, hardware and software to allow system design performance.
- Provide any value engineering and performance enhancement recommendations.

The result of the proposal and systems design phase is a system designed specifically to meet the requirements that are unique to your application.

AVI-SPL Project Delivery Process Flow

Upon award, the project is turned over to the AVI-SPL Project Integration Team. This phase is critical in ensuring a seamless integration of the specified system. During project delivery, the AVI-SPL System Integration (SIG) Operations Workflow contains distinct process steps start to finish upon award as noted below.

During project delivery AVI-SPL will (as applicable to the specific project):

- Complete internal and external kick off requirements to review:
 - Scope of Work and Design
 - Contract Parameters, including Terms and Conditions
 - Stakeholder Reporting and Communication
 - Schedule (including all WBS project tasks and timelines)
 - Submittal requirements
 - Procurement Plan
 - Risk Identifiers
 - Site Safety and Security
 - Change Management Procedures
 - Acceptance Test Plan Parameters
- Create all final construction/field coordination requirements including:
 - Floor, reflected ceiling, riser diagrams and furniture requirements.
 - AV Design drawings including audio/video/control signal flow and equipment rack elevations.
- Provide a user interface design requiring client sign off; this is a critical project success factor without it additional charges may apply.
- Create the source code for the system based on the design as agreed upon.
- Test and Commission AV systems in AVI-SPL shop, based upon acceptance test plan parameters.

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved



- Complete all field installation of cable and equipment, based on project scope and schedule requirements.
- Test and Commission the completed system in the field, based upon acceptance test plan parameters.
- Document and address any punch list items, upon client inspection, following final commissioning.
- Demonstrate full operation of the system to the Customer and train the Customer support staff on the *proper use, care and basic troubleshooting* of the systems provided.
- Provide final close out (as-built) documentation including:
 - As-Built Drawings
 - Final Acceptance Test Plan Document
 - Programming Source Code
 - Project Serial Numbers and Equipment information
- Acquire the applicable sign off on system for final invoicing and start of the applicable service term.

During project delivery the Customer will:

- Adhere to any client required tasks/milestones as noted in the agreed to project schedule.
- Coordinate with AVI-SPL regarding any network requirements and information.
- Provide any and all the Customer logos and specific color requirements for the control system user interface.
- Sign-off on the user interface design.
- Upon completion of the system installation and testing, inspect the system and provide conditional and/or final acceptance of the system, based upon the agreed upon scope of work.
- Provide final sign off of the system upon completion.

Project Coordination and Site Installation:

AVI-SPL will designate a Project Manager, who will be the main contact for directing and managing all project coordination with all project stakeholders; both externally and internal to the AVI-SPL project team.

The AVI-SPL Project Manager is responsible for attending project calls/ meetings for the project duration and consistent communication. AVI-SPL is committed to keeping you informed from the beginning to the end of your project. Initial communication will include contact information and organization of the AVI-SPL team that will be working with you. Shortly thereafter, you will begin receiving project status reports from the technical project team member responsible for routine contact throughout the entire project.

The onsite installation effort is coordinated by the Project Manager and Lead Installer. The Lead Installer will be on site directing the installation teams. Prior to delivery and installation of pre-assembled systems, AVI-SPL will field verify conformance of installed cabling and other conditions necessary to assure efficient integration of systems and devices. The Project Manager will determine the correct resources required for the specific installation tasks. In cases where AVI-SPL will utilize vetted and approved subcontractors on the project, the Project Manager and Lead Install provides proper supervision to ensure policies and procedures are being adhered to.

All installation work is thoroughly checked prior to 'turn on'. Errors or problems are corrected as detected and all equipment is adjusted for optimal performance in accord with the project specifications. By adhering to strict engineering policies and standards, the final punch list for projects of this type is typically limited to just a few items.

- Adherence to our quality assurance program.
- Installation of fully tested and "burned in" electronic hardware.
- Termination into fully tested and verified cabling and far end connections.

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved



- Correcting site specific problems as they are detected.

The Customer shall provide an environment that is 'clean and ready' to receive the equipment and services described herein. The environment shall be secure and free of dust, debris and conditions that might prove detrimental to the equipment provided or personnel on site.

Customer required or provided items (Owner Furnished Equipment - "OFE") and client required scope are detailed in this proposal. Any charges for return trips required of AVI-SPL based on insufficient or incomplete client milestones/deliverables will be the responsibility of the Customer.

The Customer must provide an internal IT contact to assist with any network coordination where required.

Change Management

The AVI-SPL change management process provides a mechanism for changes to the agreed upon scope of work of the project. Change requests can be initiated by authorized client requestors to the Project Manager of record at any time. Unless otherwise indicated, the AVI-SPL Change Management Process includes the following stages:

- Client requests a specific change
- AVI-SPL reviews change request compared to approved Scope of Work for potential impact of:
 - Budget
 - Schedule / Time
 - Programming / Function
- AVI-SPL provides written change order response / proposal
- Client executes approval of proposed change order
 - A formal change to contract / purchase order (if applicable) required.
- AVI-SPL proceeds with applicable performance requirements of change order (equipment order, resource time and appropriate scheduling)

All change requests must be made in writing or discussed with the Project Manager of record by the Customer (or client representative with authority to approve changes of agreed upon scope of work) for review and impact considerations. Written authorization to proceed, which may include formal changes to the contract or purchase order, must be provided to AVI-SPL prior to the release of any resources, time or equipment acquisition for a requested change order.

Project Managers may also leverage the change management process to notify the Customer of necessary change in system components or design if required.

Training, System Turnover and Project Completion

An integral part of the delivered system is user training. AVI-SPL is committed to providing you with clear and concise instructions on the use of each system. Training and associated documentation will provide operational and maintenance personnel with information to support the daily use of the system. This training will consist of demonstration, instruction and hands-on experience with each system.

System Turnover will occur when all user training has been completed and the users have obtained beneficial use of the systems. At this point, AVI-SPL will request client sign off on the provided systems. Conditional Project Sign-Off will apply if outstanding punch list items exist. AVI-SPL will set forth a plan to address these items accordingly.

Project Completion will occur when all outstanding punch list items are complete and all As-Built documentation has been provided to the Customer in the decided upon delivery method including; Project drawings, functional system diagrams, applicable equipment lists, back up control system and DSP code. At this time, Final Project Sign-Off will be requested.

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved



Customer Care Services

AVI-SPL's Customer Care Service Programs help Customers achieve maximum return-on-investment for installed collaboration technology investments. With the industry's largest technical help desk, flexible service levels, global field support, and more than thirty years' experience with over 700 manufacturer technologies – AVI-SPL has a support solution to meet a variety of needs and budgets. AVI-SPL illustrates its commitment to service excellence by delivering its support in accordance with ITIL best practices, managing formal customer satisfaction programs, articulating and measuring performance to defined service objectives, and committing to continuous service improvement.

Customer Care Service Programs offer unlimited access to the AVI-SPL Help Desk. Whether engaging with an end user of the technology or a collaborations systems administrator, the Help Desk personnel are trained to provide the appropriate experience. AVI-SPL understands that support needs vary by technology, location, or even room. Customer Care support options can be tailored to fit these specific needs. The following table summarizes AVI-SPL's primary offers:

Customer Care Support Features	Office Warranty	T&M Only	Preferred	Preferred On-site	Exclusive On-site
24x7 Global Help Desk Support	✓	✓	✓	✓	✓
Web Portal Access	✓	✓	✓	✓	✓
Service Level Guarantee (see SLA by type)	None	None	✓	✓	✓
Onsite Tech Dispatch	✓ Included as required	Billable at non-contract rates	Billable at reduced contract rate	✓ Unlimited	✓ Unlimited
Assigned Service Management	Not available	Not available	Not Available	Not Available	✓
Available Terms	90 Days	None	1 or 3 year	1 or 3 year	1 or 3 year
In MFTG Warranty Support	✓	✓	✓	✓	✓
Out of MFTG Warranty Support	Billable	Billable	Billable	Billable	Billable
Consumables Replacement	Billable	Billable	Billable	Billable	Billable

Table 1: Advanced parts replacement and warranty repair subject to manufacturer's policies and programs



90-Day Office Warranty

All projects performed by AVI-SPL are provided a standard 90-day warranty on all workmanship from date of project completion. 90-Day Office Warranties cover any defects in the installation or craftsmanship portion of a professional audio visual (ProAV) integration project. Details of 90-Day Office Warranties include:

- **Warranty Parts Repair/Replacement:** Some equipment may be repairable or replaced under the manufacturer's Warranty policy. The local AVI-SPL office responsible for the project will assist the customer to arrange return of the defective equipment to the manufacturer for service/replacement. Components and materials carry the manufacturer's warranty
- **On-site Service/Response:** An AVI-SPL service technician will be scheduled to be dispatched from the local AVI-SPL office to the Customer location once a problem has been reported to the AVI-SPL Help Desk or to the local AVI-SPL office responsible for the project.
- **On-site & Remote (phone) Support** is covered during normal business Hrs. (M-F, 8A-5P, excluding holidays)
- 90-Day Office Warranties are maintained by the local AVI-SPL office

Time & Materials Only – Upon the expiration of the 90-Day Office Warranty, remote technical phone support services and web portal access are still available but do not include a service level guarantee. Any required onsite technical dispatch will be billed at standard non-contract time and materials rates. Out of manufacturer warranty support and consumables replacement are subject to additional billing.

Customer Care Preferred – Provides remote technical phone support services, facilitation of manufacturer repair or replacement programs, and access to manufacturer published software updates and upgrades for covered assets. Also includes access to an online portal for incident reporting and annual business reviews. Remote technical phone support services are available 24x7x365.

Customer Care Preferred Onsite – In addition to all items covered in Preferred, also includes Onsite Field Technician dispatch services available Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

Customer Care Exclusive Onsite – In addition to all items covered in Preferred Onsite, Exclusive On-site provides advanced support services for all covered assets including assigned Customer Service Manager, direct access to Tier II phone support services, proactive version control, configuration change management support, equipment re-location support, advanced account reporting, trend analysis, quarterly account reviews and up to two (2) hours of remote device administrator training for covered assets. **Requires all covered assets be covered at as part of the Customer Care Exclusive program.**



The Support Process

To ensure your need for assistance is resolved as quickly as possible, we follow a process that tracks calls and guides them through steps that lead to a successful resolution. Below is our three-tier process:

Tier 1 Help Desk		
- Log Call & Identify Coverage Level - Check equipment for status/errors - Perform diagnostics - Adjust settings as required - Escalate to Tier 2 if required	Tier 2 Help Desk	
	- Perform root cause diagnostic - Attempt Remote Repair - Order replacement components (if applicable) - Schedule parts delivery - Dispatch Technician - Escalate to Level 3 if required	Tier 3 Help Desk
		- Escalate to Manufacturer - Work with Manufacturer - Implement Fix - Close Case

AVI-SPL will provide an Average Speed of Answer (ASA) of 60 seconds for support calls and will respond to email or web portal-originated service requests within four (4) hours Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

When applicable, AVI-SPL will provide a two business day onsite response following the Help Desk's determination that a dispatch is required for incident remediation. All onsite activity will be scheduled Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

Optional Services

Preventative Maintenance Visits

As a value added option to its primary offers, Preventative Maintenance Visits offer the comfort of knowing installed technology is professionally maintained to ensure equipment runs as smoothly and effectively as when it was first installed. Preventative Maintenance Visits include onsite field technicians to perform regular testing, cleaning and configuration validation based on a best practice preventative care regiment keeping systems in optimal operating condition. Visits can be scheduled on a Quarterly, Bi-Annual, or Annual basis with scheduling flexibility on a room-by-room basis. All preventative maintenance visits are coordinated with local contacts to ensure maintenance activity does not interfere with scheduled use of the space. Each visit includes a standard preventative maintenance checklist, documentation of completion and recommendations where field technicians observe opportunity to enhance reliability, features, security or ensure configuration standards compliance.

Third Party Call Consolidation Services

Third Party Call Consolidation Services are an optional add-on service. This service provides consolidated remote technical phone support services, third-party incident management and ticketing services for covered assets. Third party contract information and / or Letter of Agency are required to enable AVI-SPL to act on Customer's behalf.



Investment Summary

Prepared For:	Jim Palmer	Prepared By:	Paul Wareham
	Town of Palm Beach	Date Prepared:	02/06/2017
	2185 S. Ocean Blvd.	Proposal #:	256017-1
	Station 3	Valid Until:	04/08/2017
	Palm Beach, FL 33480-5221		

Total Equipment Cost \$16,735.84

Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure a complete and operational system

Professional Integration Services \$7,170.00

Includes: Engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL

Direct Costs \$0.00

Includes: Non equipment or labor costs such as travel expenses, per diem, lift and vehicle rentals.

General & Administrative \$611.34

Includes all G & A expenses: bonds, vehicle mileage, shipping & insurance

Maintenance Services \$399.00

Includes room maintenance services and/or customer care hardware and software maintenance services as described in "Room Summary".

Subtotal \$24,916.18

Tax Exempt (*)

Total \$24,916.18

* Exemption from sales tax will be recognized only after a valid sales tax exemption certificate or other appropriate documentation of exemption has been provided to and approved by AVI-SPL; otherwise all applicable sales taxes will apply.

Purchase orders should be addressed to Audio Visual Innovations.

Signed _____

Printed _____

Date _____

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved



Room Summary

Prepared For:	Jim Palmer
	Town of Palm Beach 2185 S. Ocean Blvd. Station 3 Palm Beach, FL 33480-5221

Prepared By:	Paul Wareham
Date Prepared:	02/06/2017
Proposal #:	256017-1
Room Name:	Conference Room
Valid Until:	04/08/2017

Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
		DISTRIBUTION			
CRESTRON	CREDMPS34K50	PRESENTATION SYS 50,3 SERIES 4K DIGITALMEDIA/6507980 FLORIDA STATE AV CONTRACT # 880-000-09-01	1	\$1,685.39	\$1,685.39
CRESTRON	CREHDDA44KE	DISTRIBUTION AMP 1 TO 4 HDMI FLORIDA STATE AV CONTRACT # 880-000-09-01	1	\$280.90	\$280.90
CRESTRON	CRECENCI31	CARD INTERFACE, 3-SERIES / 1 SLOT FLORIDA STATE AV CONTRACT # 880-000-09-01	1	\$280.90	\$280.90
CRESTRON	CREC3COM3	CONTROL CARD, 3-SERIES / 3-COM PORTS FLORIDA STATE AV CONTRACT # 880-000-09-01	1	\$393.26	\$393.26
CRESTRON	CRECENSWPOE5	5-PORT PoE SWITCH FLORIDA STATE AV CONTRACT # 880-000-09-01	1	\$224.72	\$224.72
CRESTRON	CREUSBEXT	USB OVER TWISTED PAIR EXTENDER FLORIDA STATE AV CONTRACT # 880-000-09-01	1	\$449.44	\$449.44
		VIDEO			
SMART TECHNOLOGIES, INC.	SMASPNL4084	LCD, 84" 4K/UHD 238LB 300NIT MULTI-TOUCH INTERACTIVE 2 SPKRS PALM BEACH COUNTY BOCC AV EQUIPMENT BID # 14-042/MB TERM CONTRACT	1	\$6,684.27	\$6,684.27
LG ELECTRONICS	LGE55UH55BB	55" DISPLAY 1080P 330NIT LED 5000:1 CONTRAST FLORIDA STATE AV CONTRACT # 880-000-09-01	2	\$1,144.94	\$2,289.88
		AUDIO			
SHURE BROTHERS, INC.	SHUULXS12485J1	MICROPHONE SYSTEM, ULX WIRELESS 554-590 Mhz FLORIDA STATE AV CONTRACT # 880-000-09-01	1	\$841.12	\$841.12
SHURE BROTHERS, INC.	SHUULXS2458J1	MICROPHONE SYSTEM, WIRELESS - ULX STANDARD W/ULX2/58 SM58 FLORIDA STATE AV CONTRACT # 880-000-09-01	1	\$588.15	\$588.15
		CONTROL			
CRESTRON	CRETSW560WS	TOUCH SCREEN, 5" - WHITE SMOOTH FLORIDA STATE AV CONTRACT # 880-000-09-01	1	\$730.34	\$730.34
		ACCESSORIES			

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved
AVI-SPL, Inc.



Mfg	Model	Description	Qty	Unit Price	Extended Price
PEERLESS INDUSTRIES, INC.	PEEST660P	MOUNT, SMARTMOUNT UNIVERSAL W/PHILIPS SCREWS FLORIDA STATE AV CONTRACT # 880-000-09-01	2	\$77.53	\$155.06
PEERLESS INDUSTRIES, INC.	PEESF680P	MOUNT, UNIVERSAL FLAT FOR 61" TO 102" - PLAIN FLORIDA STATE AV CONTRACT # 880-000-09-01	1	\$111.24	\$111.24
CABLES TO GO	CAB39706	PLATE, SINGLE GANG HDMI VGA 3.5MM USB - WHITE FLORIDA STATE AV CONTRACT # 880-000-09-01	1	\$41.82	\$41.82
MIDDLE ATLANTIC	MIDU1V	RACKSHELF, 1 SPACE (1 3/4") FLORIDA STATE AV CONTRACT # 880-000-09-01	2	\$29.83	\$59.66
CABLES TO GO	CAB41193	CABLE, 50' HDMI HIGH SPEED PLENUM M-M FLORIDA STATE AV CONTRACT # 880-000-09-01	3	\$211.36	\$634.08
CABLES TO GO	CAB41192	CABLE, 35' HDMI HIGH SPEED PLENUM, MALE TO MALE FLORIDA STATE AV CONTRACT # 880-000-09-01	1	\$136.60	\$136.60
CABLES TO GO	CAB41190	CABLE, 15' HDMI HIGH SPEED PLENUM, MALE TO MALE FLORIDA STATE AV CONTRACT # 880-000-09-01	1	\$70.47	\$70.47
CABLES TO GO	CAB41363	CABLE, 3' FLEXIBLE HIGH SPEED HDMI FLORIDA STATE AV CONTRACT # 880-000-09-01	3	\$10.79	\$32.37
CABLES TO GO	CAB28101	CABLE, 1M USB 2.0 A/B, BLACK FLORIDA STATE AV CONTRACT # 880-000-09-01	3	\$2.30	\$6.90
CABLES TO GO	CAB40178	CABLE, 50' PLENUM VGA+3.5MM FLORIDA STATE AV CONTRACT # 880-000-09-01	1	\$113.53	\$113.53
CABLES TO GO	CAB40175	CABLE, 15' PLENUM VGA+3.5MM FLORIDA STATE AV CONTRACT # 880-000-09-01	1	\$56.72	\$56.72
				Total	\$15,866.82

Room Maintenance Services

	Price
90 Day - Warranty	\$0.00

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of



Equipment Total	\$15,866.82
Installation Materials	\$869.02
Professional Services	\$7,170.00
Direct Costs	\$0.00
General & Administrative	\$611.34
Maintenance Services	\$0.00
Subtotal	\$24,517.18
Tax	Exempt
Total	\$24,517.18

Purchase orders should be addressed to Audio Visual Innovations.

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved



Room Summary

Prepared For:	Jim Palmer	Prepared By:	Paul Wareham
	Town of Palm Beach	Date Prepared:	02/06/2017
	2185 S. Ocean Blvd.	Proposal #:	256017-1
	Station 3	Room Name:	Conference Room Service
	Palm Beach, FL 33480-5221	Contract	
		Valid Until:	04/08/2017

Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
				Total	\$0.00

Room Maintenance Services

	Price
One Year - Customer Care Preferred	\$399.00
Equipment Total	\$0.00
Installation Materials	\$0.00
Professional Services	\$0.00
Direct Costs	\$0.00
General & Administrative	\$0.00
Maintenance Services	\$399.00
Subtotal	\$399.00
Tax	Exempt
Total	\$399.00

Purchase orders should be addressed to Audio Visual Innovations.

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of



Integration Inclusions & Exclusions

Inclusions

The following items are INCLUDED in the project scope of work:

- All equipment, wire and accessories required for a fully functional audio and video system.
- Non-union labor associated with turnkey engineering, installation, programming, testing and training.
- Documentation package including as-built system CAD diagrams and Manufacturer's Operation manuals.
- Coordination and cooperation with the construction team in regards to installing the system.
- User training on system operation.

Any additional trips, labor or materials due to failure of the other work forces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Where applicable, the owner's architect will provide AVI-SPL's engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.

Exclusions

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including but not limited to 110VAC, conduit, core drilling, raceway and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching and port configuration necessary to support audiovisual equipment
- Concrete saw cutting and/or core drilling
- Fire wall, ceiling, roof and floor penetration, patching, removal or fire stopping
- Necessary sheet rock replacement, ceiling tile, T-bar replacement and/or repair
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork to accommodate the AV equipment is to be provided by others, unless otherwise noted in this proposal
- Painting, patching or finishing of architectural surfaces
- Permits (unless specifically provided for elsewhere in the contract)
- HVAC and plumbing relocation
- Rough-in, bracing, framing or finish trim carpentry for installation
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required
- Owner furnished equipment or equipment by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred
- Additional costs for union labor are not included, unless specifically identified within this document.



Systems Integration Terms and Conditions

1. Acceptance of Terms

This quotation shall not be binding upon the Company until signed by the Buyer and accepted in writing by a duly authorized representative of the Company. Any modification, addition to, or waiver of any of the terms and conditions of this quotation shall not be effective unless in writing and signed by an authorized representative of the company, and any different or conflicting terms appearing in Buyer's purchase order or other documents are expressly rejected by Company. Buyer's receipt of the Equipment shall constitute assent to all terms and conditions contained herein. No relaxation, forbearance or indulgence by the Company in enforcing any of the terms and conditions of this agreement or the granting of any time to any other party shall prejudice or restrict the rights and powers of the Company hereunder, nor shall waiver of any breach hereof operate as a waiver of any subsequent or continuing breach hereof.

2. Delivery

The company will use its best efforts to deliver the Equipment, herein defined as the total deliverable as defined in the quotation, in accordance with the Buyer requested delivery date subject to receipt of all necessary information from Buyer. Shipping dates are approximate only, and the Company shall not be liable for delays or for failure to manufacture due to causes beyond its reasonable control or due to compliance with any government regulations.

Any delay shall extend delivery dates to the extent caused thereby. Buyer shall reimburse the Company its additional expenses resulting from any Buyer-caused delay. When delivery of the Equipment is delayed at the request of the Buyer and the equipment has already been shipped to the Company, the Company will place the Equipment in storage and the Company will immediately invoice the Buyer 70% of the price, which will be promptly paid. The buyer shall have no right to cancel or rescind this agreement by reason of an excusable delay as defined herein, and shall accept such delayed performance by the company. The Buyer's receipt of the Equipment shall constitute a waiver of any claims for delay.

3. Payment Terms

Unless otherwise specified herein, the total contract price shall be paid as follows: 30% down payment at time of order, 40% upon delivery at Company; 30% upon completion or first beneficial use, payable net 30 from receipt of invoice. Unless otherwise specified, equipment is sold F.O.B. origin-Buyer to pay all shipping charges. If this quotation covers equipment for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Company shall not be liable for failures of or delays in manufacture, delivery or installation resulting from any cause or causes beyond its reasonable control.

4. Buyer In Arrears Or Default

In the event Buyer is in arrears with any payment whatsoever due from it to the Company at any time whatever, whether in respect of the purchase price or any other amount due from the buyer to the Company under the terms of this agreement, the amount in arrears shall bear interest at three (3) percent above the prime rate prevailing at the principal New York branch of Chase

Manhattan Bank as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief and remedy available to the Company. In the event of Buyer's default, the Company may, without notice, peaceably enter any premises in which the equipment is located and remove, hold and sell it in accordance with applicable law, to satisfy in whole or in part Buyer's obligations.

5. Title, Risk of Loss

Title to the Equipment shall pass to Buyer upon delivery, subject to a purchase money security interest retained by the Company in the Equipment sold and the proceeds thereof until payment of all amounts then due to the Company. The Company shall be entitled to remove the Equipment from the buyer's premises if all payments are not made when due. Buyer agrees to execute financing statements under the Uniform Commercial Code or other documents as the Company requests to protect its security interest. Risk of loss or damage to the Equipment or any part thereof shall pass to the Buyer upon delivery.

6. Installation & Site Preparation

Installation (field assembly, interconnection, equipment calibration and checkout) is to be performed by the Company's trained technical employees. The Company shall be entitled to employ sub-contractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Company employees is prevented by trade unions, the Buyer shall arrange with the trade unions at its own expense to complete installation. The Company is thereafter liable only for engineering supervision of installation.

The Company shall coordinate and cooperate with other trades to facilitate satisfactory work progress. If the Company's work in progress is impeded by other trades and/or contractors (excluding the Companies own subcontractors) or by scheduling delays due to the Buyer, time delays in the final installation as well as additional charges including labor, travel and reasonable expenses may result.

The Buyer shall be responsible for preparing, at its own expense, the installation site in accordance with the company's instructions, including the requirements specified in the quotation. In no event shall the Company be responsible for any high voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications. Unless otherwise specified, Buyer shall provide the Company with source code for any non-Company programmed remote control system required to be modified under the terms of this agreement.

6. Installation & Site Preparation (Continued)

The Buyer shall provide the Company with reasonable access to the installation site before delivery, for purposes of determining site readiness for installation, and shall designate an individual on Buyer's staff to serve as a contact person for all site preparation and installation issues. Buyer shall provide the Company with free access to the installation site for the purpose of preparation for installation. The buyer shall indemnify the Company against any loss, damage or claim arising out of the condition of the storage and installation premises.

Buyer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required in connection with the installation and/or use of the Equipment and the premises where the Equipment shall be situated.

7a. Warranty

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved



In the event the Equipment is in any way misused or altered or is repaired by someone other than a representative of the Company, which within the sole judgment of the Company results in an adverse effect, including effects upon performance or reliability of the Equipment, the warranty and the Company's obligations hereunder shall terminate without notice to Buyer.

7b. Warranty Service – Chargers

Warranty service will be provided in accordance with the Company's standard service terms. Where such terms are inconsistent with the terms herein, the terms herein will govern. Unless otherwise specified, each installation/system carries a ninety-day warranty covering defects in the installation portion of the sale. Components and materials carry the manufacturer's warranty as described below, which may be greater than the ninety-day listed above. The Company will attempt to reply to warranty service requests received from Buyer prior to 1:00 p.m. within forty-eight hours. In the event service is provided outside of normal working hours, Buyer will be charged for any overtime hours in accordance with the Company's then standard policy on overtime rates. Normal working hours are 9 a.m. to 5 p.m., Monday through Friday, excluding legal holidays.

8. Limitations Of Warranty – Products Of Others

Unless otherwise specified, No warranty whatsoever is provided by the Company hereunder as to products manufactured by other than the Company, including but not limited to, cables, lamps, batteries, glassware, and evacuated devices (including valve, cathode ray tubes, and other special electron tubes).

The Company's sole obligation with respect to any material or part identified in the quotation, literature, or specifications furnished to the Buyer as manufactured or supplied by others, shall be to pass on to the Buyer the applicable manufacturer's warranties, if any.

9. Buyer Responsibilities

Buyer or any user of the Equipment shall (i) notify the Company as soon as any unusual operating peculiarity appears, and (ii) operate the Equipment in a safe and competent manner in strict compliance with established safety operating procedures and applicable laws and government regulations. In the event the Buyer or any user of the Equipment fails to comply with any of the above-stated conditions, the Company's warranties and its obligations hereunder shall terminate without notice to Buyer.

10. Limitation Of Liability

The foregoing warranties are exclusive and in lieu of all other warranties, whether written or oral, implied or statutory. No implied warranty of merchantability or fitness for a particular purpose shall apply; in no event will the company be liable for any damages, other than the allocable charges paid by the buyer for the equipment, whether direct, indirect, special, incidental or consequential, arising from any warranty claims.

11. Taxes

Any and all taxes levied or based on the prices in this agreement, or the Equipment being sold hereunder, exclusive of any taxes based on net income, shall be added to the selling prices set forth in the quotation; otherwise, the Buyer shall provide the Company with a tax exempt certificate acceptable to the taxing authorities.

12. Choice Of Law And Severability

This agreement shall be interpreted in accordance with and governed in all respects by the law of Florida. Venue shall be Hillsborough County, Florida. Should any provision of this agreement be found invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other provision contained herein. In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

13. Restocking Fees

In the event Buyer wishes to return any Equipment based on reasons outside of the Company's control, Buyer agrees to pay any and all restocking fees.

14. General

The quotation shall be firm for the period shown on the face hereof, subject to withdrawal or change by the Company upon notice at any time prior to acceptance of an order. It supersedes all prior agreements and understandings between the parties relating to the subject matter and is intended by the parties as the complete and exclusive statement of the terms of the quotation and agreement. Any representation, affirmation of fact, course of prior dealings, promise or condition in connection shall not bind the parties therewith or usage of the trade not incorporated herein.

Systems Integration Terms and Conditions Client Acceptance

Signed Name _____

Company _____

Printed Name _____

Date _____

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of

AVI-SPL. © Copyright AVI-SPL All Rights Reserved
AVI-SPL, Inc.

Proposal #: 256017-1

16 | Page



Customer Care Service Agreement

1. Applicability of these Terms and Conditions.

Except as expressly set forth below or as otherwise mutually agreed to by the parties in writing, these AVI-SPL Service Terms and Conditions together with the terms and conditions in the applicable AVI-SPL Service Program (collectively, the "Terms and Conditions") set forth the terms and conditions pursuant to which AVI-SPL will provide Services to end user customers of AVI-SPL Products ("Customer", "You" or "Your") based upon such Service Programs which Customer has purchased from AVI-SPL.

By submitting a purchase order for Services to AVI-SPL, Customer agrees to be bound by these Terms and Conditions. Unless otherwise agreed in writing by AVI-SPL, no other terms and conditions endorsed upon, delivered with or contained in an end user's purchase order, or in any other similar document, will amend, or vary the provisions of these Terms and Conditions.

2. Definitions.

In the Terms and Conditions, the following terms shall have the following meanings:

- 2.1. **"Products"** means equipment and software generally made available in the marketplace.
- 2.2. **"Manufacturer"** means an entity that produces equipment and/or Software.
- 2.3. **"Services"** means the AVI-SPL branded services provided under a relevant Service Program.
- 2.4. **"Software"** means programs or applications developed, installed or released by the manufacturer or third party integrator to control the function of a device, feature or function.
- 2.5. **"Software Options"** means optional functionality or features of Software that may be selected at the time of purchase or at a later time, and for which AVI-SPL or Manufacturer charges separately.
- 2.6. **"Update"** means Software for which AVI-SPL or the Manufacturer has provided fixes or minor revisions to correct errors or defects in the existing operation of the Software in accordance with the published Product specifications, and which is limited to those updates that AVI-SPL or Manufacturer generally provides to its support Services customers at no charge. Updates do not include Upgrades or Software Options.
- 2.7. **"Upgrade"** means new releases of the Software which contains enhancements improving the functionality or capabilities of the Software, which AVI-SPL or Manufacturer may make available to its support Services customers. Upgrades do not include Software Options.

3. Covered Services.

- **Customer Care Preferred** - provides remote technical phone support services, facilitation of manufacturer repair or replacement programs, and access to manufacturer published software updates and upgrades for covered assets. Also includes access to an online portal for incident reporting and annual business reviews. Remote technical phone support services are available 7x24.
- **Customer Care Preferred Onsite** - provides remote technical phone support services, facilitation of manufacturer repair or replacement programs with onsite Field Technician dispatch, and access to manufacturer published software updates and upgrades for covered assets. Also includes access to an online portal for incident reporting and annual business reviews. Remote technical phone support services are available 7x24. Onsite Field Technician dispatch are available Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.
- **Customer Care Exclusive Onsite** - provides advanced support services for all covered assets including 7x24 remote technical phone support services, assigned Customer Service Manager, direct access to Tier II phone support services, proactive version control, configuration change management support, equipment re-location support, advanced account reporting, trend analysis, quarterly account reviews and up to two (2) hours of remote device administrator training for covered assets. Requires all covered assets be covered at as part of the Customer Care Exclusive program. Underlying Maintenance support may vary in Service Level by location. Onsite Field Technician dispatch are available Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved



- First Call Consolidation Services – provides consolidated remote technical phone support services, third-party incident management and ticketing services for covered assets. Third party contract information and / or Letter of Agency are required to enable AVI-SPL to act on Customer's behalf.
- Preventative Maintenance - provides scheduled onsite Field Technicians to perform operational health testing of covered assets, routine maintenance tasks such as cleaning, alignment adjustments, log reviews, and remediation of identified problems. Consumables such as filters, bulbs and batteries will be replaced and chargeable at additional fee. Preventative Maintenance visits are scheduled Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays according to the following schedule based on the number of Preventative Maintenance visits elected:
 - Quantity 4 – Quarterly visits – scheduled in 3 month intervals
 - Quantity 2 – Bi-Annual visits – scheduled in 6 month intervals
 - Quantity 1 – Annual visit – scheduled anytime within the contract term

Unscheduled Preventative Maintenance visits expire 30 days into the next scheduled interval within the contract term. Unscheduled annual visits expire at contract expiration.

4. Services; Orders.

In order to receive Services under a Service Program pursuant to the Terms and Conditions, you must submit a purchase order or valid credit card to AVI-SPL for a validly quoted Service Program. Purchase orders must refer to AVI-SPL quote identification number. A valid AVI-SPL quote will contain the following information for each covered asset listed on the purchase order: (i) the Service Program you are purchasing; (ii) the model (and serial number for renewals of Service Programs only) of the applicable Products; (iii) the appropriate pricing information; (iv) the site location(s) of covered assets and (v) the Service Period (if applicable). Following order acceptance customer agrees to provide a contact name, contact email address, and telephone number at the location (if applicable).

AVI-SPL will determine the pricing and payment terms associated with any Service Program which you purchase. All orders are subject to acceptance by AVI-SPL, and no obligation, including a purchase order, shall be binding on AVI-SPL unless and until such order is accepted by AVI-SPL, or, if earlier, Services are provided to Customer. Please note that only those Products listed on a valid quotation applicable to your purchase order will be covered by Service Programs under these Terms and Conditions. Any optional services for a Services Program available to Customers for an additional fee will be invoiced separately with payment terms as specified within such Service Program.

5. Service Period.

The initial period of this Agreement (the "Initial Service Period"), shall commence on the date AVI-SPL accepts an Order, or such other date as specified on the applicable Order and accepted by AVI-SPL, and shall continue twelve (12) months therefrom, or such other period of time as specified on the applicable Order and accepted by AVI-SPL.

This Agreement shall automatically renew for successive periods of equal length and, with the exception of moderate price increases as described herein, under the same terms and conditions as the Initial Service Period ("Renewal Service Period") unless either party gives the other written notice of termination no less than thirty (30) days prior to expiration of the then-current Initial or Renewal Service Period.

Prior to the commencement of any successive renewal period, AVI-SPL reserves the right to increase the price of the applicable Service Program for the duration of the successive renewal term in an amount not to exceed five (5%) percent of the Order price for the then-current Initial or Renewal Service Period. In the event the price increase exceeds five (5%) percent, AVI-SPL shall issue a new quote to Customer for approval prior to the commencement of the successive renewal period.

6. Service Activation.

For new equipment purchase: Service coverage will begin 30 days from the date of shipment from the manufacturer's warehouse or upon installation, whichever is sooner unless otherwise specified.

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved



For existing equipment coverage: Service coverage will begin immediately upon receipt of an authorized purchase order or payment in full, if required by AVI-SPL. If equipment was not under an AVI-SPL or manufacturer's support contract for an extended period of time, AVI-SPL and / or the manufacturer may require a recertification fee and / or inspection of the equipment prior to AVI-SPL being able to support or being able to receive manufacturer support and replacement parts / software for the equipment. The recertification costs and any repairs required by AVI-SPL to certify a room and / or to meet the manufacturer specifications is the responsibility of the customer and are not covered under the agreement unless specifically noted in the Service Program.

7. Services Availability.

Remote Technical Phone Support Services will be provided on a 7x24x365 basis.

Onsite Field Technician Dispatch Services: Unless otherwise provided in any Service Program, Services will be provided Monday through Friday from 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

8. Software Updates, Upgrades and Options.

For Software covered under a Service Program, you will receive Updates and / or Upgrades as specified in the applicable Service Program description. For the latest Updates and Upgrades available for your Software, if any, please contact the AVI-SPL Help Desk. Updates are provided on a fix or fail basis. That is, to obtain an available Update the customer must call AVI-SPL to report a specific customer product failure (identified by Product serial number) exhibiting a problem, which the Update corrects. AVI-SPL will configure the Update according to the Software record of the registered Product.

9. Replacement Parts.

Replacement parts provided pursuant to a Service Program will be either new parts or parts equivalent in performance to new parts when used with the Product, and are warranted for ninety (90) days from shipment or the remainder of the initial warranty period, whichever is longer. Parts removed from Products for replacement will become the property of AVI-SPL or the Manufacturer, and if replaced by the Customer must be received back to the local AVI-SPL service facility (as the same is listed on the pre-addressed return package provided by AVI-SPL) within five (5) business days of receipt of the replacement part, or you will be invoiced the full list price for the replaced part.

- 9.1. Warranty Parts Repair / Replacement: Some equipment may be repairable or replaced at no charge under the manufacturer's Warranty policy. Labor for onsite installation of parts covered under manufacturer warranty may be subject to AVI-SPL Time and Material labor fees. The Help Desk will assist the customer to arrange return of the defective equipment to the manufacturer for service/replacement.
- 9.2. Advanced Parts Replacement: Specific to videoconferencing equipment available with advanced parts replacement from the manufacturer; some equipment may be eligible for an Advanced Replacement program. In these instances, upon determination of a part requiring replacement by the Help Desk technician, a replacement part will be delivered to the customer location. Return of the defective product is required by the Customer under the conditions defined under the Terms and Conditions of Service.

10. Service Level Agreement.

AVI-SPL will provide an Average Speed of Answer (ASA) of 60 seconds for support calls placed to its help desk Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

AVI-SPL will respond to new service requests made via email or web portal within four (4) hours with case assignment notification Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

When applicable, AVI-SPL will provide a two business day onsite response pursuant to the Help Desk's determination that a dispatch is required for incident remediation. This service level may be impacted by room availability and the requirement for replacement parts. All onsite activity will be scheduled Monday through Friday, 8 AM to 5 PM local standard time excluding AVI-SPL published holidays.

When a case is opened, the Help Desk will classify the case in accordance with the following incident priority classifications:

- P1: Critical – System outage equipment or room system fully non-functional

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved



- P2: Major – System impaired but operational quality or features diminished
- P3: Minor – System operational with acceptable quality features are diminished
- P4: Informational – End User “How To” inquiry, request for configuration modification

11. Service Program Exclusions.

Unless otherwise specified, Service Programs do not cover any of the following: (i) electrical work and / or in-house cabling external to the Product; (ii) repair or replacement of Product resulting from causes external to the Product, including disaster, fire, flood, earthquake, tornado accident, neglect, misuse, vandalism, water, corrosion, power surges, unconditioned or fluctuating power, lightning, customer-provided network, or failure of the installation site to conform to manufacturer specifications; or resulting from use of the Product for other than intended purposes; or resulting from use of the Product with items not provided or approved by AVI-SPL; or resulting from the performance of maintenance or the attempted repair of an item of a Product by persons other than AVI-SPL employees or persons authorized by AVI-SPL; (iii) repair or replacement of Product excluded by or no longer covered by the Product manufacturer's repair and replacement program; (iv) furnishing supplies or accessories including consumables such as projection lamps, bulbs, filters, fuses, batteries and the labor to replace these items, or painting or refinishing the Product; (v) Services in connection with the relocation of the Product, or the addition or removal of items of equipment or parts, attachments, features, from or to other devices not furnished by AVI-SPL including facilitation of customer spare or loaner equipment, including communications devices, video devices, audio devices, networks or links; (vi) damage to displays caused by screen burnout or image “burn-in”; (vii) Replacement and / or general support for manufacturer-specified end of life products after AVI-SPL has informed Customer of such change in status and pro-rated remaining portion of relative cost for such pertinent products; (viii) Services in connection with computer viruses or conflicts involving software that is not installed or introduced by AVI-SPL including coverage for “OFE” (Owner Furnished Equipment) unless specifically listed as covered equipment or devices not installed by AVI-SPL and not specifically covered under this agreement.

12. Charges and Payment Terms

Payment terms are NET 30 Days from the date of invoice. All fees and payments outlined in this agreement are in US Dollars. The Services as outlined within this agreement will be invoiced in full upon execution of the agreement.

13. Termination

Either party may at its option terminate any applicable Service Program in whole or in part for cause: (i) if the other party breaches any material term or condition hereunder or under any applicable Service Program, and fails to remedy such failure within thirty (30) calendar days after receipt of written notice of such default; (ii) in the event that any proceedings are commenced against the other party or such party seeks protection under bankruptcy, insolvency, or other debtor's relief law or (iii) the other party becomes insolvent or dissolves. Furthermore, AVI-SPL may terminate any applicable Service Program in whole or in part for cause if any person other than a AVI-SPL employee, or designated service representative, alters a Product without AVI-SPL's prior written consent, or in any way renders a Product unsafe (adjustments to a Product made at the direction of AVI-SPL or the Manufacturer or as otherwise intended as set forth in the applicable Product documentation do not constitute alterations for the purposes of this Section). In the event of cancellation due to non-payment, the customer agrees to be liable for the full cost of any manufacturer sub-coverage purchased on the customer's behalf by AVI-SPL and for services and parts provided to the customer on a Time and Material basis per the rate schedule outlined in Appendix A.

AVI-SPL reserves the right to terminate or modify available Service Programs at any time in its sole discretion; provided, that any such modifications will not affect any Service Programs already ordered by you and accepted by AVI-SPL prior to such modifications except as mutually agreed by both parties.

14. Customer Obligations.

- 14.1. You shall have the continuing obligation to keep all Products under a Maintenance Service Program at either the then-current Software version or previous major Software version release.
- 14.2. Software updates and upgrades are the responsibility of the customer. Assistance may be requested from the Help Desk to gain access to the software or if issues are encountered. Software updates do not mandate an onsite service call.

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved



- 14.3. Customer is required to assist the AVI-SPL Help Desk technician with the remote diagnosis of the reported problem to help determine the cause of the problem. Parts replacement and onsite service may not become available until the Help Desk is provided the appropriate information or support to diagnose the problem.
- 14.4. Remote access to the equipment for the purposes of diagnostics prior to technician dispatch is required. If remote access is not provided, delays may be experienced in the diagnosis and repair of the equipment.
- 14.5. If applicable, you will provide AVI-SPL personnel with access to the Products and adequate working space (including heat, light, ventilation, electric current and outlets) at no charge to AVI-SPL. All Customer environments must be free from all risks to health and safety (except to the extent notified to AVI-SPL in writing and specifically accepted in writing by AVI-SPL).
- 14.6. If applicable, you will maintain, at your expense, the installation site and provide the necessary utility services for use of the Product in accordance with the Manufacturer's applicable published specifications.
- 14.7. You will be responsible for replacing, at your own expense, any and all consumable items used in connection with the Products, including without limitation, bulbs and batteries.
- 14.8. Customer will be responsible for payment of Repairs and Services provided by AVI-SPL that are not covered under the selected coverage under the agreement and after mutual agreement delivered by AVI-SPL on a Time and Material Basis in accordance with the AVI-SPL standard published labor rates and material charges.
- 14.9. Equipment Operation and Alteration: The customer may not alter, repair or modify the covered equipment except as expressly directed by AVI-SPL service personnel. The customer must operate the equipment as detailed in the user operations manual provided by the manufacturer with the covered equipment. The customer may not add equipment, components, wiring or other parts to the covered equipment without written notification to and acceptance by AVI-SPL.
- 14.10. AVI-SPL strongly recommends that you install and use a current, reputable anti-virus program in connection with any PC-based, open-architecture Product, and that you regularly update and run such anti-virus program, especially in connection with the emergence of any new viruses and/or 'worms'. Repair or restoration of any Product damaged or 'infected' by viruses is not covered under these Terms and Conditions or the Service Programs.
- 14.11. You are solely responsible for backing up your data. AVI-SPL will not under any circumstances have a duty to back up your data or to restore data that is lost in the course of AVI-SPL's provision of Services, or otherwise. AVI-SPL will not be liable for the loss of your data, whatever the reason for the loss, including without limitation as a result of AVI-SPL's negligence. The preceding limitation applies to any cause of action, whether based in contract, tort, or any other theory.

15. Intellectual Property.

Each party shall retain all right, title and interest in and to, and possession of their respective preexisting intellectual property. Furthermore, AVI-SPL shall retain all right, title and interest in and to, and possession of, any know-how, technical information, specifications, documents, ideas, concepts, methods, processes, techniques and inventions developed or created by or on behalf of AVI-SPL relating to Services performed under or in relation to a Service Program. Any intellectual property, know-how, information or documents supplied at any time by one party to the other shall be treated as confidential and covered by the confidentiality undertaking in Section 18 below.

16. Indemnity.

Each party shall indemnify, defend and hold the other harmless from all claims, suits, losses, expenses, judgments and liabilities (including reasonable attorney's fees) for personal injury or death to the extent caused by the negligence of the indemnifying party or its employees. The indemnitee shall give the indemnifying party prompt notice of and authority to defend or settle, any such claim and shall give, at the indemnifying party's request and expense, reasonable information and assistance thereto.

17. WARRANTY / LIMITATION OF LIABILITY.

AVI-SPL WARRANTS FOR NINETY (90) DAYS FROM THE PERFORMANCE OF ANY SERVICES BY AVI-SPL PURSUANT TO THESE TERMS AND CONDITIONS, EXCLUDING MANAGED SERVICES, THAT SUCH SERVICES SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS. AVI-SPL MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. AVI-SPL MAKES NO WARRANTY THAT OPERATION OF THE PRODUCT SERVICED WILL BE

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved



UNINTERRUPTED OR ERROR FREE. IN NO EVENT WILL AVI-SPL BE LIABLE FOR ANY DELAY IN FURNISHING SERVICES. CUSTOMER MUST REPORT IN WRITING ANY BREACH OF THIS WARRANTY TO AVI-SPL DURING THE ABOVE WARRANTY PERIOD, AND CUSTOMER'S EXCLUSIVE REMEDY AND AVI-SPL'S ENTIRE LIABILITY FOR ANY BREACH OF SUCH WARRANTY SHALL BE TO REPERFORM THE SERVICES, OR IF AVI-SPL IS UNABLE TO RE-PERFORM THE SERVICES AS WARRANTED, CUSTOMER SHALL BE ENTITLED TO RECOVER THE PRORATED FEES PAID TO AVI-SPL FOR THE NONCONFORMING SERVICES. EXCEPT FOR BREACHES OF CONFIDENTIALITY, OR INTELLECTUAL PROPERTY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SAME. SUBJECT TO SUB-CLAUSE b. ABOVE, EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INDEMNITY OBLIGATIONS, AVI-SPL'S MAXIMUM LIABILITY FOR ALL OTHER DAMAGES WILL BE LIMITED TO (I) ONE (1) YEAR'S SERVICE CHARGES (IN THE CASE OF SERVICE PROGRAMS WITH AN APPLICABLE SERVICE PERIOD) OR (II) AGGREGATE SERVICE FEES PAYABLE TO AVI-SPL PURSUANT TO THE APPLICABLE SERVICE PROGRAM (IN THE CASE OF SERVICE PROGRAMS WITH NO APPLICABLE SERVICE PERIOD). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES AND IN SUCH EVENT, THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, NOTHING IN THESE TERMS AND CONDITIONS SHALL BE DEEMED TO LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR (I) FRAUD OR FRAUDULENT MISREPRESENTATION OR (II) DEATH OR PERSONAL INJURY TO THE EXTENT THAT IT RESULTS FROM SUCH PARTY'S NEGLIGENCE AND SOLELY TO THE EXTENT REQUIRED BY APPLICABLE LAW.

18. Confidentiality.

Confidential Information. Each party (the "Disclosing Party") may from time to time during the Term disclose to the other party (the Recipient") certain information regarding the Disclosing Party's business, including its products, inventions, operations, methodologies, systems, processes, product development plans or intentions, know-how, designs, trade secrets, market opportunities, business or financial affairs, and technical, marketing, financial, employees, planning, and other confidential or proprietary information ("Confidential Information"). AVI-SPL's Confidential Information includes (without limitation) the function and performance of the Products, the terms of this Agreement, and any other information relating to the Products or the sale thereof. Confidential Information includes information disclosed orally, visually, or through any tangible medium.

Protection of Confidential Information. Recipient will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by these Terms and Conditions or to carry out the Services, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of carrying out the Services and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

Residuals. The Recipient shall be free to use for any purpose the residuals resulting from access to or work with the Confidential Information of the Disclosing Party, provided that the Recipient shall not disclose the Confidential Information except as expressly permitted hereunder. The term "residuals" means information in intangible form, which is retained in memory by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. The Recipient shall not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, this section shall not be deemed to grant to the Recipient a license under the Disclosing Party's copyrights or patents

Exceptions. Recipient's obligations under Section 16 with respect to any Confidential Information of the Disclosing Party will terminate if and when Recipient can document that such information: (a) was already lawfully known to Recipient at the time of disclosure by the Disclosing Party; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, the Disclosing Party's Confidential Information. In addition, Recipient will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in advance, in writing by the Disclosing Party, (ii) necessary for Recipient to enforce its rights under these Terms and Conditions in connection with a legal proceeding; or (iii) required by law or by the order or a court of similar judicial or administrative body, provided that Recipient notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

19. Force Majeure.

Except for the obligation to make timely payments, neither party will be liable to the other for delays or failures to perform occasioned by causes beyond its reasonable control. Such acts or events shall include but not be limited to, acts of God, civil or military authority, civil disturbance, riot, fire, strikes, lockouts or slowdowns, factory or labor conditions, inability to obtain necessary labor, materials or manufacturing facilities, delayed issuance of export control licenses. In the event of such delays or failures to perform, any dates or times by which AVI-SPL is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the additional time required because of the delay or failure to perform. Each of the parties shall promptly inform the other of any event of force majeure, its expected duration and cessation, respectively.

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved



20. General.

Except as otherwise set forth in these Terms and Conditions, these Terms and Conditions may only be modified by a written agreement duly signed by authorized representatives of both parties, and variance from or addition to the provisions of these Terms and Conditions in any order or other written notification will be of no effect.

Any notices required or permitted to be given hereunder shall be in writing and effective when received by a party at the address as the receiving party has last notified to the other party by prior written notice. In the case of AVI-SPL such address, unless otherwise notified in writing, shall be as follows:

AVI-SPL, Inc.
Attn: Executive Vice President
6301 Benjamin Road, Suite 101
Tampa, Florida 33634

If any provision of these Terms and Conditions shall be held to be invalid, illegal, or unenforceable, the remaining terms of these Terms and Conditions shall in no way be affected or impaired. The waiver by either party of a breach of any provision of these Terms and Conditions shall not be construed as a waiver of any subsequent breach.

You may not assign any or all of your rights or obligations under these Terms and Conditions including by purchase, merger or operation of law, without the prior written consent of AVI-SPL, which consent shall not be unreasonably withheld. Any attempted assignment or transfer in violation of this provision shall be null and void. AVI-SPL may assign its rights and obligations under these Terms and Conditions without prior written consent or notice.

In performing the Services, AVI-SPL shall be acting as an independent sub-contractor and neither AVI-SPL nor its personnel or representatives shall be deemed to be your agents or employees. Customer may not assign nor transfer its rights, under the Term and Conditions or a Service Program, by operation of law or otherwise, without the prior written consent of AVI-SPL. AVI-SPL's affiliates may participate in AVI-SPL's performance under these Terms and Conditions and a Service Program, and AVI-SPL may also sub-contract its obligations under, these Terms and Conditions and a Service Program provided that AVI-SPL remains liable for the performance of its affiliates and/or sub-contractors in respect thereof.

Same as expressly provided, no term or provision of these Terms and Conditions or a Service Program shall be enforceable by a third party (being any person other than the parties and their permitted successors and assignees).

The Customer acknowledges that AVI-SPL has trained personnel who perform Services and has made an investment in such personnel. Therefore, at no time during the term of a Service Program or for one (1) year thereafter, will the Customer directly or indirectly either offer employment to or hire any AVI-SPL employees who perform Services on behalf of AVI-SPL without AVI-SPL's express prior written consent. In the event that the Customer is in breach of this provision, AVI-SPL shall have the right to invoice the Customer, and the Customer agrees to pay, a sum equal to 12 months' salary in respect of the hired individual.

In performing the Services, AVI-SPL shall be deemed to be an independent contractor and its personnel and representatives shall not act as nor be Customer's agents or employees. AVI-SPL shall have complete charge and responsibility for personnel employed or engaged by AVI-SPL.

Upon any expiration or termination of these Terms and Conditions, Sections 15 (Intellectual Property), 16 (Indemnity) and 17 (Warranty/Limitation of Liability) shall survive.

These Terms and Conditions may have been translated into various languages for the convenience of AVI-SPL's Customers. While the translation is correct to the best of AVI-SPL's knowledge, AVI-SPL is not responsible or liable in the event of an inaccuracy. English is the controlling language of these Terms and Conditions, and any translation has been prepared for you as a courtesy only. In the event of a conflict between the English-language version of these Terms and Conditions and a version that has been translated into another language, the English-language version of these Terms and Conditions shall control.

These Terms and Conditions and any contract for a Service Program shall be governed by the laws of the State of Florida, in the case of AVI-SPL, Inc. and any disputes will be subject to the exclusive jurisdiction of the Superior Court of Hillsborough County and/or the United States District Court for the Middle District of Florida. The losing party in any dispute will pay all court costs and legal fees finally awarded. The U.N. Convention on Contracts for the International Sale of Goods does not apply. AVI-SPL shall have the option to bring a suit before the courts of your domicile, when the claim is for payments due from you.

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved



UNLESS OTHERWISE EXPRESSLY AGREED IN A SIGNED WRITING BY THE PARTIES IN ACCORDANCE HERewith, THESE TERMS AND CONDITIONS, TOGETHER WITH ANY APPLICABLE SERVICE PROGRAM, ARE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT OF TERMS AND CONDITIONS BETWEEN THE PARTIES, SUPERSEDING ALL PROPOSALS OR PRIOR TERMS AND CONDITIONS, AGREEMENTS OR COMMUNICATIONS, ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF.

Customer Care Service Agreement

Signed Name

Company

Printed Name

Date

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved



Software License Agreement

This Software License is made by Audio Visual Innovations, Inc./Signal Perfection, Ltd. ("Company") to Buyer as an essential element of the services to be rendered by the Company as defined in the system specification and any associated documents. Buyer and Company agree that this Software License is deemed to be part of, and subject to, the terms of the Agreement applicable to both parties.

SECTION 1 LICENSE GRANT AND OWNERSHIP

1.1 The Company hereby grants to Buyer a worldwide, perpetual, non-exclusive, non-transferable license to all software for Customer's use in connection with the establishment, use, maintenance and modification of the system implemented by the Company. The term "Software" for the purposes of the license agreement shall refer to all source code, executable object code, and the patches, scripts, modifications, enhancements, designs, concepts or other materials that constitute the software programs necessary for the proper function and operation of the system as delivered by the Company and accepted by the Buyer.

1.2 Except as expressly set forth in this paragraph, the Company shall at all times own all intellectual property rights to the software. Any and all licenses, product warranties or service contracts provided by third parties in connection with any software, hardware or other software or services provided in the system shall be delivered to Buyer for the sole benefit of Buyer.

1.3 Buyer may supply to the Company or allow the Company to use certain proprietary information, including service marks, logos, graphics, software, documents and business information and plans that have been authored or pre-owned by Buyer. All such intellectual property shall remain the exclusive property of Buyer and shall not be used by the Company for any purposes other than those associated with delivery of the system.

SECTION 2 COPIES, MODIFICATION, AND USE

2.1 Buyer may make copies of the software for archival purposes and as required for modifications to the system. All copies and distribution of the software shall remain within the direct control of Buyer and its representatives.

2.2 Buyer may make modifications to the source code version of the software, if and only if the results of all such modifications are applied solely to the system. In no way does this Software License confer any right in Buyer to license, sublicense, sell, or otherwise authorize the use of the software, whether in executable form, source code or otherwise, by any third parties, except in connection with the use of the system as part of Buyer's business.

2.3 All express or implied warranties relating to the software shall be deemed null and void in case of any modification to the software made by any party other than the Company.

SECTION 3 WARRANTIES AND REPRESENTATIONS

The Company represents and warrants to Buyer that:

3.1 it has all necessary rights and authority to execute and deliver this Software License and perform its obligations hereunder and to grant the rights granted under this Software License to Buyer;

3.2 the goods and services provided by Company under this Software License, including the software and all intellectual property provided hereunder, are original to the Company or its subcontractors or partners; and

3.3 the software, as delivered as part of the system, will not infringe or otherwise violate the rights of any third party, or violate any applicable law, rule or regulation.

3.4 The Company further represents and warrants that, throughout the System Warranty Period, the executable object code of software and the system will perform substantially in accordance with the System Specifications and Agreement. If the software fails to perform as specified and accepted all remedies are pursuant to the policies set forth in the Specification and in the Agreement.

SECTION 4 INDEMNIFICATION

4.1 The Company hereby indemnifies and shall defend and hold harmless Buyer, its parent companies and its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any breach or alleged breach of the Agreement or any third party claims that the software or system here provided by the Company infringes or otherwise violates any rights of any such third party.

4.2 Buyer hereby indemnifies and shall defend and hold harmless the Company, its and their subsidiaries, affiliates, officers, directors, employees, agents and subcontractors from and against all liability, damages, loss, cost or expense, including but not limited to reasonable attorneys' fees and expenses, arising out of or in connection with any third party claims that Buyer's use of the software in contravention of the grant of rights infringes or otherwise violates any rights of any such third party.

4.3 Upon the assertion of any claim or the commencement of any suit or proceeding against an indemnitee by any third party that may give rise to liability of an indemnitor hereunder, the indemnitee shall promptly notify the indemnitor of the existence of such a claim and shall give the indemnitor reasonable opportunity to defend and to settle the claim at its own expense and with counsel of its own selection. The indemnitee shall cooperate with the indemnitor, shall at all times have the full right to participate in such a defense at its own expense and shall not be obligated, against its consent, to participate in any settlement which it reasonably believes would have an adverse effect on its business.

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL. © Copyright AVI-SPL. All Rights Reserved



This license will automatically terminate upon the disassembly of the system cited above, unless the system is reassembled in its original configuration in another location. The Company may terminate this license upon notice for failure to comply with any of the terms set forth in this Software License. Upon termination, Customer is obligated to immediately destroy the software, including all copies and modifications.

SECTION 5 TRANSFER AND TERMINATION

Software License Agreement

Signed Name

Company

Printed Name

Date

Audio Visual Innovations Inc. and Signal Perfection Ltd are wholly owned subsidiaries of AVI-SPL, Inc. This Entire Document and all information (including drawings, specifications and designs) presented by any subsidiary are the property of AVI-SPL Inc. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of

AVI-SPL. © Copyright AVI-SPL. All Rights Reserved
AVI-SPL, Inc.

Proposal #: 256017-1

26 | Page

James Duane

From: Ilyse Triestman
Sent: Wednesday, January 25, 2017 4:02 PM
To: Jim Palmer
Cc: James Duane; Charles Kapachinski; Adis Pedraza; Darrel Donatto; Eugene Bitteker
Subject: FW: Fire Station 3 AV Upgrade
Attachments: SOF 880-000-09-1 Audio and Video Teleconferencing Equipment document.pdf; AVI Quote TOWN OF PALM BEACH FIRE STATION 3 AV UPGRADES REVISED 01-25-2017.pdf; Bid_14-042-MB Audio Visual Innovations AVI Award.pdf; AVI - SMART MSRP PRICE SHEET 2017.pdf; AVISPL_ValueAdd_pricing HOURLY RATES.pdf

Jim –

Please see below and attached for your consideration. Eugene has reviewed the proposal submitted by AVI-SPL and has analyzed against the State of Florida and Palm Beach County Contracts. He has determined that the proposal appears to be in conformance with the Contracts and that the prices offered in the proposal are below or meets the Contract prices shown.

Further, though AVI-SPL's proposal includes various service and license agreements, we have received confirmation from the vendor that the Town does not need to execute these Agreements. (We will also confirm that they will not be incorporated by reference to the proposal.)

If IT determines that it would like to incorporate the customer care services agreement, among others, into the Contract, the terms of the agreements would require review and approval by the Town Attorney and they would then require execution by the Town Manager.

Based upon the above, we agree that you may move forward with this proposal should you so desire.

Thank you for your patience.

Sincerely,

Ilyse Triestman, CPPO, CPPB, FCCN
Assistant Purchasing Manager

From: Eugene Bitteker
Sent: Wednesday, January 25, 2017 3:41 PM
To: Ilyse Triestman <ITriestman@TownofPalmBeach.com>
Subject: RE: Fire Station 3 AV Upgrade

Ilyse,

I have reviewed SOF 880-000-09-01 and Palm Beach County contract #14042 and have found them to be acceptable for the purchase and installation of audio visual equipment. AVI's quote #256017-1 pricing meets, or is under, the offered contract pricing shown. For reference, and because they are in several folders, I am attaching the support documents. It is my understanding that if you find my determination to be correct that you will notify Jim Palmer. If there are any questions please call.

Thank you, Eugene ext 7006

From: Ilyse Triestman

Sent: Wednesday, January 25, 2017 8:34 AM

To: Jim Palmer <JPalmer@TownofPalmBeach.com>

Cc: James Duane <JDuane@townofpalmbeach.com>; Charles Kapachinski <CKapachinski@TownofPalmBeach.com>; Adis Pedraza <APedraza@TownofPalmBeach.com>; Darrel Donatto <DDonatto@TownofPalmBeach.com>; Eugene Bitteker <EBitteker@TownofPalmBeach.com>

Subject: Re: Fire Station 3 AV Upgrade

Understood. We will expedite our review. Thank you.

Sent from my iPhone

On Jan 25, 2017, at 8:21 AM, Jim Palmer <JPalmer@TownofPalmBeach.com> wrote:

Ilyse,

There is one time-constraint, we were notified by AVI that State of Florida contract pricing expires on February 19th. If we are able to move forward with their quote, I want to ensure we meet that deadline.

Jim Palmer
Systems Analyst

Town of Palm Beach
Office of Information Technology
360 S. County Rd.
Palm Beach, FL 33480
(561) 227-6311

-----Original Message-----

From: Ilyse Triestman

Sent: Wednesday, January 25, 2017 7:58 AM

To: Jim Palmer <JPalmer@TownofPalmBeach.com>

Cc: James Duane <JDuane@townofpalmbeach.com>; Charles Kapachinski <CKapachinski@TownofPalmBeach.com>; Adis Pedraza <APedraza@TownofPalmBeach.com>; Darrel Donatto <DDonatto@TownofPalmBeach.com>; Eugene Bitteker <EBitteker@TownofPalmBeach.com>

Subject: Re: Fire Station 3 AV Upgrade

Good morning Jim- We are currently reviewing the quote against the contract. Thank you for your patience. We'll circle back with you as soon as possible. Let me know if there's some time-constraints with this proposal so we may expedite, if needed. Thanks.

Sent from my iPhone

> On Jan 25, 2017, at 7:48 AM, Jim Palmer <JPalmer@TownofPalmBeach.com> wrote:

>

> Ilyse,

>

> Please see the email I sent below. Have you been able to review?

>

> Jim Palmer
> Systems Analyst
>
> Town of Palm Beach
> Office of Information Technology
> 360 S. County Rd,
> Palm Beach, FL 33480
> (561) 227-6311
>
> From: Jim Palmer
> Sent: Monday, January 23, 2017 7:22 AM
> To: Ilyse Triestman <ITriestman@TownofPalmBeach.com>
> Cc: James Duane <JDthane@townofpalmbeach.com>; Charles Kapachinski
> <CKapachinski@TownofPalmBeach.com>; Adis Pedraza
> <APedraza@TownofPalmBeach.com>; Darrel Donatto
> <DDonatto@TownofPalmBeach.com>
> Subject: FW: Fire Station 3 AV Upgrade

> Ilyse,
>
> We had a meeting at south Fire with Paul Wareham from AVI to review the AV needs for the meeting room. Paul has submitted the attached quote utilizing the State of Florida AV (#880-000-09-01) and GSA (Schedule 70 # GS-35F-0275S) contracts.

> Would you please review the attached quote and determine if we can purchase from AVI based on the pricing provided by the above mentioned contract numbers.

> Jim Palmer
> Systems Analyst

>
> Town of Palm Beach
> Office of Information Technology
> 360 S. County Rd,
> Palm Beach, FL 33480
> (561) 227-6311

>
> From: Paul Wareham [<mailto:Paul.Wareham@avispl.com>]
> Sent: Friday, January 20, 2017 3:20 PM
> To: Jim Palmer
> <JPalmer@TownofPalmBeach.com<<mailto:JPalmer@TownofPalmBeach.com>>>;
> James Duane
> <JDthane@townofpalmbeach.com<<mailto:JDthane@townofpalmbeach.com>>>
> Cc: Juan Lazo <Juan.Lazo@avispl.com<<mailto:Juan.Lazo@avispl.com>>>
> Subject: Fire Station 3 AV Upgrade

> Gentlemen,

>
> Please find attached our Proposal # 256017-1 for the required AV Upgrade for the Conference Room utilizing the Florida State AV Contract and The GSA Contract. We have generated a complete wiring and equipment layout drawing if you need once we have a commitment to purchase.

>
> If there are any questions or concerns please do not hesitate to contact me directly.
>
> Kind Regards and Thank You for considering AVI for your AV requirements.
>
>
> Paul M Wareham
> Sales Engineer
> AVI-SPL
> 772 South Military Trail
> Deerfield Beach , Fl. 33442
> P: 954-938-9382
> F: 954-776-4772
> T: 888-284-8913
> C: 954-873-9809
> E: paul.wareham@avispl.com<mailto:paul.wareham@avispl.com>
>
> [AVI New Sub Logo Signature-Government
> Solutions]<../../../../Documents/AVI%20New%20Sub%20Logo%20Signature-Government%20Solutions.png>
>
> <PALM BEACH FIRE STATION 3 AV UPGRADE 256017_1.pdf> <image001.png>

TOWN OF PALM BEACH

Town Council Meeting on: March 14, 2017

Section of Agenda

Consent - Other

Agenda Title

Request to Consider Ordinance Nos. 08-2017 and 09-2017 Prior to 5:00 p.m. at a Public Hearing

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum from John Page dated March 6, 2017**

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 14, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Request to Consider Ordinance Nos. 8-2017 and 9-2017 Prior to 5:00 p.m. at a Public Hearing

Date: March 6, 2017

STAFF RECOMMENDATION

Staff recommends that the Town Council conduct the public hearings on Ordinance Nos. 8-2017 and 9-2017 at the Town Council meetings at which the proposed Ordinances are to be heard prior to 5:00 p.m. The proposed Ordinances will be heard on first reading at the March 15, 2017 meeting, and it is anticipated that the second reading of Ordinance No. 8-2017 will be on April 12, 2017. Second reading of Ordinance No. 9-2017 will be when a response is received from the Florida Department of Economic Opportunity on the proposed Comprehensive Plan amendment (Ordinance No. 9-2017). This item is on the Consent Agenda. If the Town Council adopts the Consent Agenda, the Staff recommendation will be effectuated.

GENERAL INFORMATION

Florida Statutes require the Town Council hold at least one of two public hearings to adopt a comprehensive plan amendment or zoning amendment ordinance after 5:00 p.m. However, the Statute provides that the time can be changed if a majority plus one of the local governing body elect to have a hearing at another time. Staff is requesting that the Town Council elect to conduct the public hearings on Ordinance Nos. 8-2017 and 9-2016 during the course of the normal Council business. The first reading of the proposed Ordinances will be on March 15, 2017. Second reading of Ordinance No. 9-2017 will be when a response is received from the Florida Department of Economic Opportunity on the proposed Comprehensive Plan amendment (Ordinance No. 9-2017). All public hearings may occur before 5:00 p.m.

cc: John C. Randolph, Town Attorney
Jay Boodheshwar, Deputy Town Manager
Susan A. Owens, Town Clerk
Veronica B. Close, AICP, Planning, Zoning and Building Asst. Director
Paul W. Castro, AICP, Zoning Administrator
zf

TOWN OF PALM BEACH

Town Council Meeting on: March 14, 2017

Section of Agenda

Consent - Other

Agenda Title

Underground Utility Project Dashboard February 2017

Presenter

Jane Struder, Director of Finance

ATTACHMENTS:

- ▣ **Underground Utility Project Dashboard**



Town Of Palm Beach Undergrounding Project

Report: February 2017

Updates

GO Bond schedule is delayed
The Goldmacher lawsuit is proceeding

Status Legend

Green (1) - On Task
Yellow (2) - Caution
Red (3) - Not On Task

Engineering

Master Plan	Budget	1	89.19%	100.0%
	Schedule	1	94.00%	100.0%
North End Design	Budget	1	85.32%	100.0%
	Schedule	2	83.00%	100.0%
South End Design	Budget	1	80.22%	100.0%
	Schedule	2	78.00%	100.0%

Easement Acquisition

Easement Acquisition	1	35.00%	100.0%
-----------------------------	---	--------	--------

Financing

Financing	2	0.00%	100.0%
------------------	---	-------	--------

Communications

Communications	Budget	1	20.27%	100.0%
	Schedule	1	63.00%	100.0%



Saves And Raves

Jay Boodheshwar and his staff have set up easement meetings in south end to expedite process
Several street front drops were discovered that will save \$18k in Phase 1 North

1	100.0%
2.73%	Overall Budget



Underground Utility Task Force Monthly Progress Report February 2017

Table of Contents

Dashboard Cover Page

1. Kimley-Horn Progress Report
2. Master Plan Gantt Chart
3. Project Design Gantt Chart
4. Budget Report
5. Financing Schedule – not included, in process of being updated
6. Interest Rate Forecast as of February 24, 2017

The following reports will be provided when applicable in future reporting:

- Easement Acquisition Report
- Communication Report
- Construction Updates and Status Report
- Safety and Reliability Reports
- Completion Milestones

Dashboard Notes:

- Overall Budget represents the percentage encumbered to date versus the total project budget of \$90 million.
- Amounts on dashboard are percentages of total budget and design completed related to master planning, north and south end design.
- We will be making additional changes in future dashboards to reflect a new section with monthly highlights, including UUTF and Town Council decisions affecting the project, and other format changes.

Prepared by the Finance Department
February 3, 2017



**Town-Wide Undergrounding Project
Progress Report
Period: January 28, 2017 to February 27, 2017**

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below.
 - Master Planning is 94% complete
 - North End Design is 83% complete
 - South End Design is 78% complete
- Budget: Project is on budget as of February 15, 2017
 - Master Planning is at 89% of total task budget
 - North End Design is at 69% of total task budget
 - South End Design at 70% of total task budget

B. Master Planning Phase

- Presented draft master plan document to UUTF and requested their review comments.
- Provided 20 hard copy draft master plan documents to the Town.
- Developed web based version of the master plan for posting on the internet.
- Work performed and an all-day staff workshop held to refine overall opinion of probable cost for the program based on value engineering activities and discussions with Town staff and utility owners.
- Meetings and discussions occurred with Town staff, consultant team members and AT&T and Comcast regarding the draft opinion of probable communication costs for the program. Discussions focused on value engineering opportunities and ways that AT&T and Comcast can financially participate in the program to offset costs.
- The Broadband Request for Information was publicly advertised. Responses are due March 15, 2017.
- Broadband Infrastructure Assessment draft report received by staff and is under review.

C. Detailed Design Phase

- Subconsultant/utility owner coordination towards submittal of the Bid Documents.
- Bid Documents were submitted on January 31, 2017 for Town review.
- Coordination meetings occurred between AT&T/Comcast and the design team to clarify and coordinate elements of the network designs received.

- Coordination with Town Attorney, Brannon & Gillespie, Waypoint Engineering and FPL related to equipment locations and easement requirements.
- Development of north and south end easement exhibits for Town Attorney use in the easement acquisition process.
- Numerous field meetings with residents, businesses, and condominiums to discuss easement requests were performed. Coordination with surveyor to develop legal sketches and descriptions for agreed upon easements.
- The Town received submittals for Construction Management at Risk services for Phases 1 North and South. The submittals are currently under evaluation by the Town's selection committee.
- Secondary service conductor design for commercial services (south end) in progress.
- Progress meetings occurred to coordinate various elements of the project.

II. Upcoming Activities (February 28, 2017 – March 27, 2017)

A. Master Planning Phase

- Incorporation of staff and UUTF comments into the master plan. Meetings will continue with consultant team, Town staff, utility providers and potential broadband providers to finalize program costs, revenue projections, and schedule. It is anticipated that these activities can be completed for a master plan presentation in April 2017.
- Receipt of responses from the Broadband RFI advertisement to gauge the interest of the broadband community (beyond the incumbents) in providing service to the Town. RFI results will help better define a recommended broadband option to proceed and will refine cost and revenue projections. RFI results will be incorporated into the final Broadband Infrastructure Assessment Report.

B. Detailed Design Phase

- We anticipate that we will continue to refine the bid documents based on progress with the easement acquisition process, coordination with the utility owners, value engineering activities and various other minor design elements. These final coordination items are anticipated to be complete by the time the Construction Managers are selected.
- Continued coordination with FPL / AT&T / Comcast to work out final coordination issues.
- The easement acquisition process will continue through the Town Attorney's office including field meetings with affected residents, businesses, and condominiums.
- The Construction Manager at Risk proposal packages will be evaluated. Award recommendations will be presented to the Task Force and Council in March. A separate Construction Manager will be selected for the north and south phases.
- Design Progress Meetings will continue to be held with the Design

Team and Utility Owners.

III. Saves and Raves

- A. *Saves*: A walk through of the north end was conducted to determine if service drops could be intercepted at street front pole locations. Several street front drops were discovered and this will save approximately \$18,000 for Phase 1 North.
- B. *Raves*: Jay Boodheshwar and his staff have worked very hard to set up a great number of meetings with businesses and condominiums on the south end. This is helping us expedite the easement acquisition process in that area.

ID	Task Name	Duration	Start
1	Master Planning	230 days?	Mon 5/16/16
2	External Project Kick off Meeting	1 day	Thu 6/16/16
3	Internal Project Kick off Meeting	1 day	Mon 6/20/16
4	Task 1.1.1 - Data Collection	65 days?	Mon 5/16/16
5	Collect/Analyze Town Project Data- ACIP Program Information (roads, drainage, street lights, other planned ACIP projects)	35 days	Mon 5/16/16
6	Collect/Analyze City Data - Watermain program information	30 days	Mon 5/16/16
7	Collect/Analyze Lake Worth and South Palm Beach data at project limits	30 days	Mon 5/16/16
8	Collect/Analyze FPU - gas main replacement program	30 days	Mon 5/16/16
9	Collect/ Analyze - FDOT records and proposed projects in Town limits	30 days	Mon 5/16/16
10	Collect/Analyze FPL	23 days?	Wed 7/13/16
11	Office Meeting/Record Review with FPL	1 day?	Wed 7/13/16
12	Field Verification of Major Utility Elements	22 days	Thu 7/14/16
13	Collect/Analyze ATT	22 days?	Thu 7/14/16
14	Office Meeting/Record Review with ATT (infrastructure / Smart Poles)	1 day?	Thu 7/14/16
15	Field Verification of Major Utility Elements	21 days	Fri 7/15/16
16	Collect/Analyze Comcast	21 days	Fri 7/15/16
17	Office Meeting/Record Review with Comcast	1 day	Fri 7/15/16
18	Field Verification of Major Utility Elements	18 days	Wed 7/20/16
19			
20	Task 1.1.2 - Data Collection-Future Communications Systems	104 days	Wed 7/6/16
21	Collect/Analyze - TOPB Police and Fire Dept private lines	16 days	Fri 7/15/16
22	Meeting with Town Public Works staff, Fire Department Staff, and Police Staff	1 day	Wed 7/6/16
23	Analysis of Town-wide Closed communications system expansion (police/fire/public works)	17 days	Fri 7/15/16
24	Analysis of Town-wide Closed Circuit communications system	51 days	Wed 7/6/16
25	Develop recommendations/conceptual order of magnitude OPC (Town Future Communications only)	21 days	Mon 9/26/16
26	Draft and Issue summary memorandum	47 days	Thu 9/15/16
27	Review recommendations with Town	6 days	Mon 11/21/16
28			
29	Broadband Infrastructure Assessment	180 days?	Mon 7/25/16
30	Kickoff meeting	1 day	Mon 7/25/16

Project: TOPB UG Master Plann
Date: Mon 2/27/17

Task Milestone

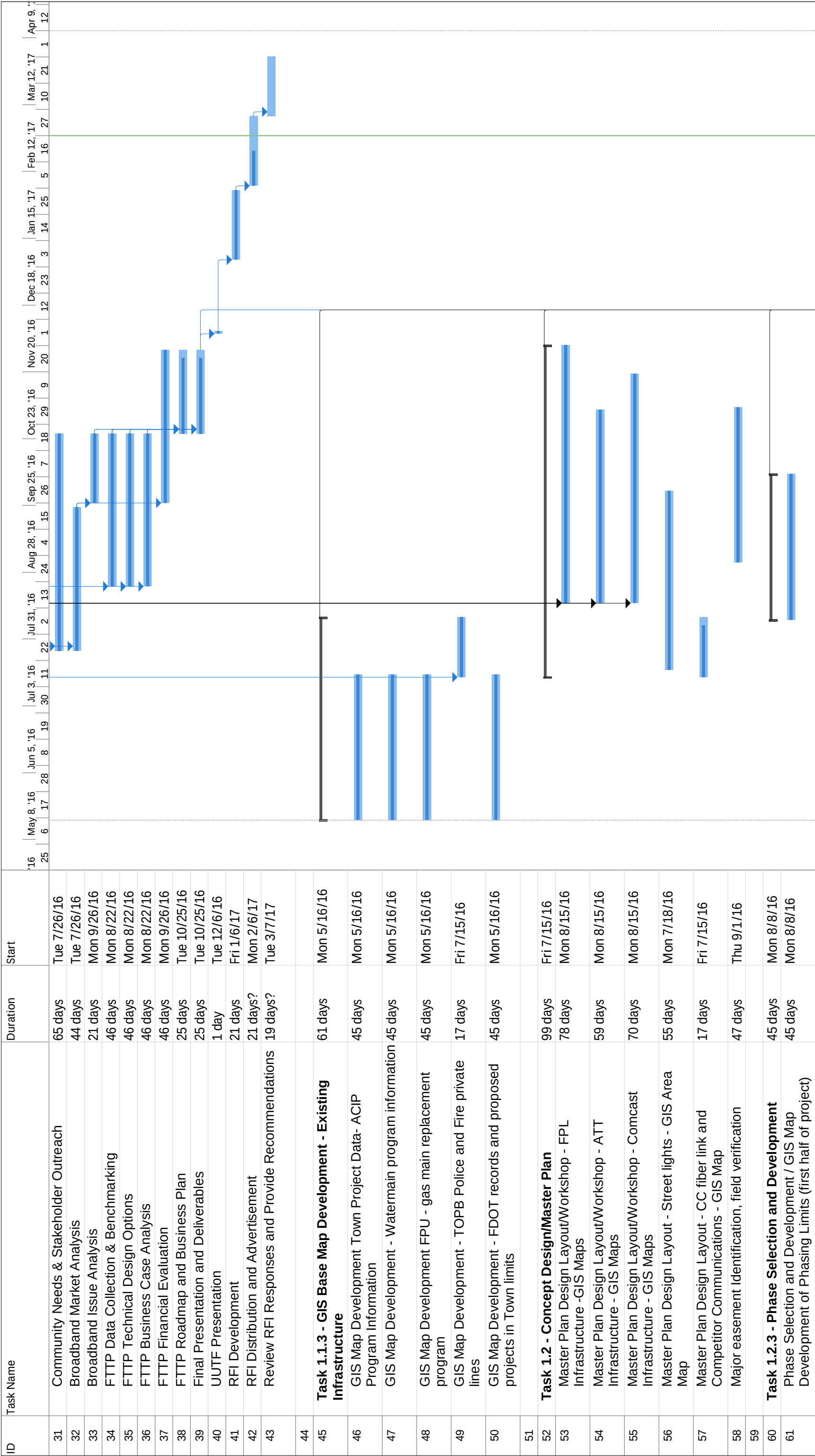
Summary Manual Task

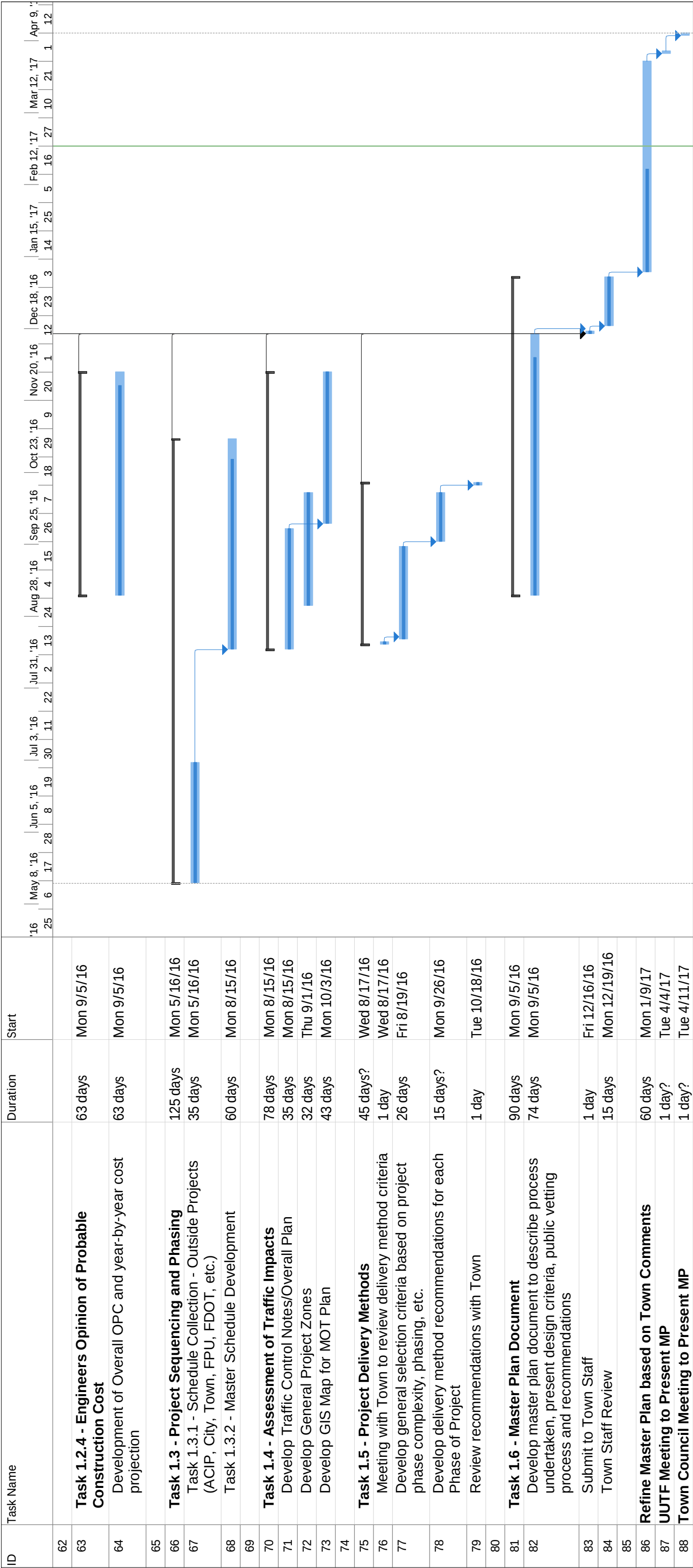
Manual Summary Finish-only

Deadline Progress

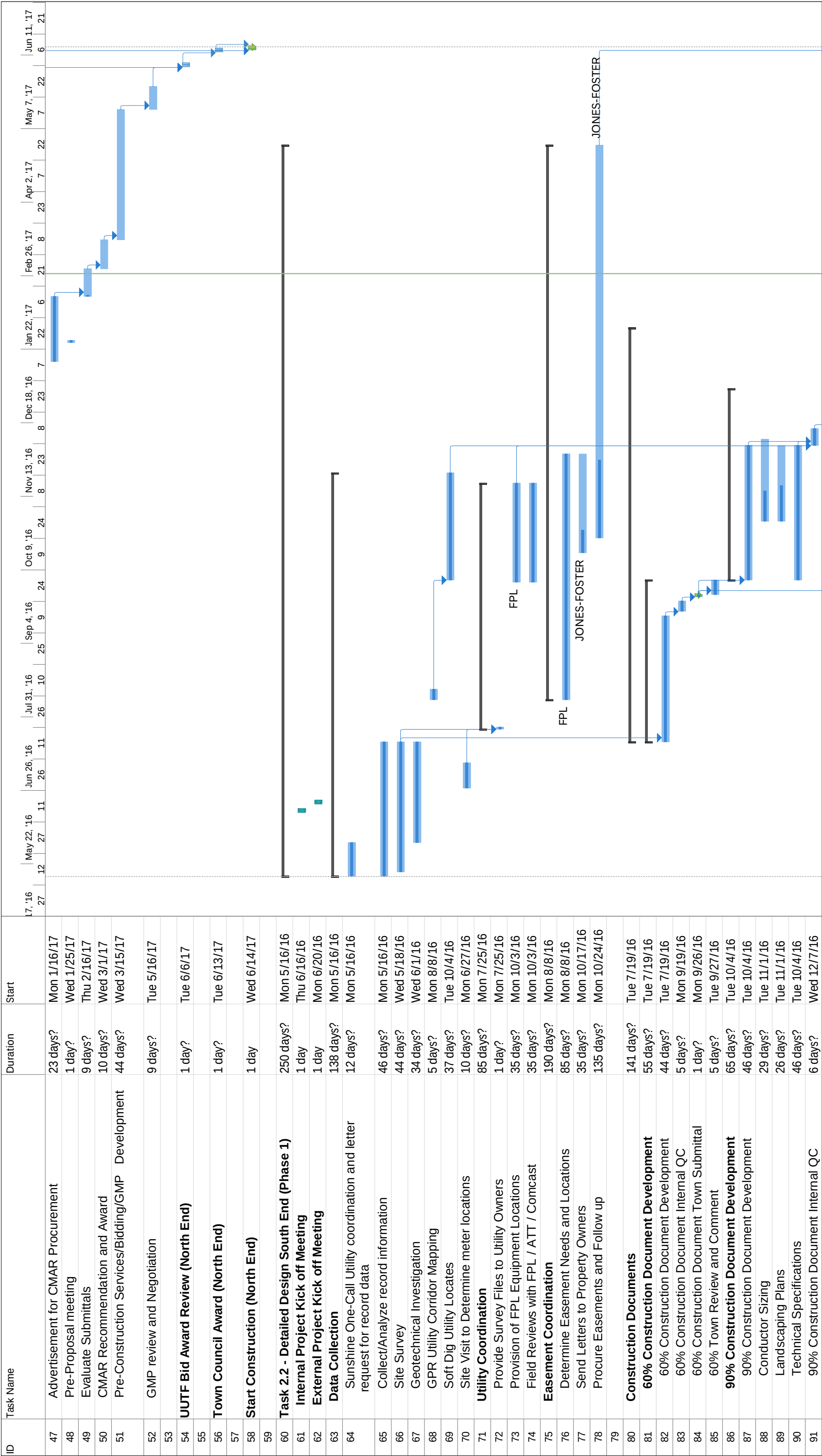
Manual Progress

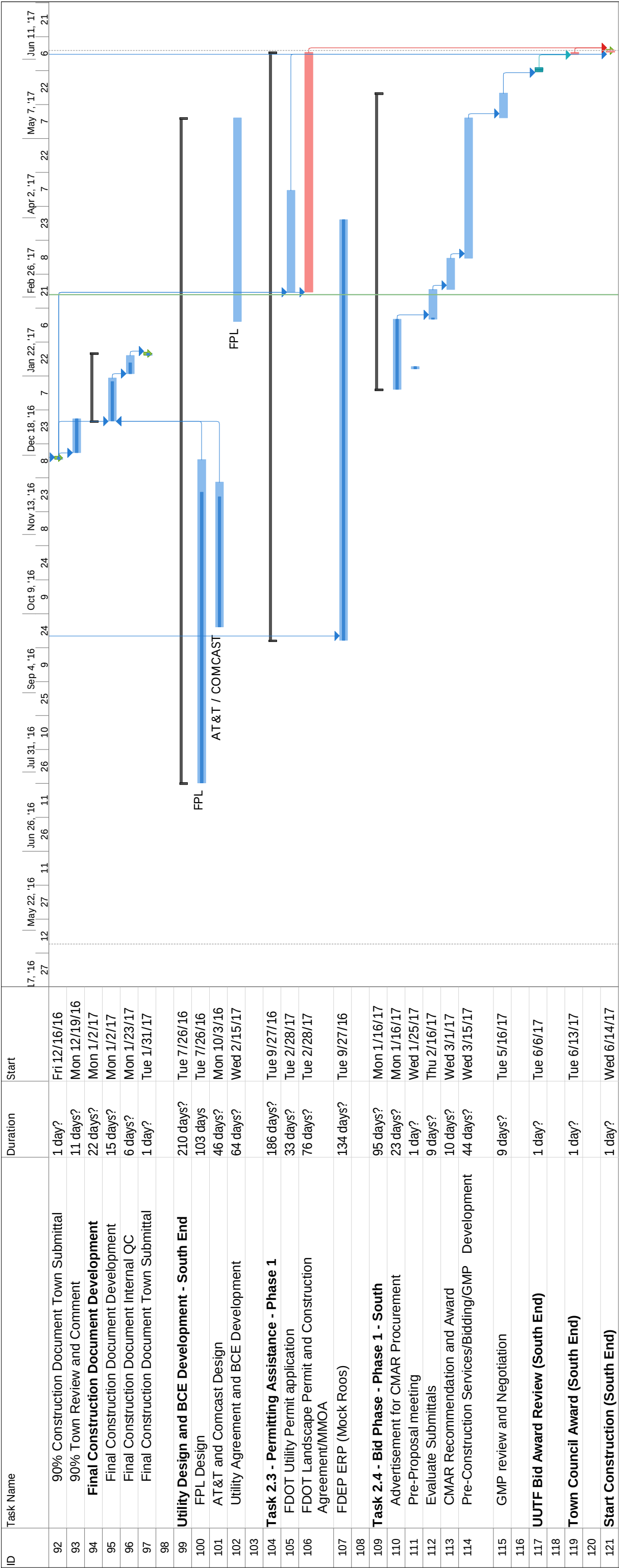
Page 1





ID	Task Name	Duration	Start
1	Task 2.1 - Detailed Design North End (Phase 1)	250 days?	Mon 5/16/16
2	Internal Project Kick off Meeting	1 day	Thu 6/16/16
3	External Project Kick off Meeting	1 day	Mon 6/20/16
4	Data Collection	138 days?	Mon 5/16/16
5	Sunshine One-Call Utility coordination and letter request for record data	12 days	Mon 5/16/16
6	Collect/Analyze record information	46 days	Mon 5/16/16
7	Site Survey	44 days	Wed 5/18/16
8	Geotechnical Investigation	34 days	Wed 6/1/16
9	GPR Utility Corridor Mapping	5 days?	Mon 8/1/16
10	Soft Dig Utility Locates	37 days?	Tue 10/4/16
11	Site Visit to Determine meter locations	9 days	Mon 6/27/16
12	Utility Coordination	100 days?	Mon 7/25/16
13	Provide Survey Files to Utility Owners	1 day?	Mon 7/25/16
14	FPL Provision of Equipment Locations	25 days?	Mon 10/3/16
15	Field Reviews with FPL	10 days?	Mon 10/31/16
16	Field Reviews with ATT / Comcast	25 days?	Mon 11/7/16
17	Easement Coordination	190 days?	Mon 8/8/16
18	Determine Easement Needs and Locations	70 days?	Mon 8/8/16
19	Send Letters to Property Owners	30 days?	Mon 10/17/16
20	Procure Easements and Follow up	135 days?	Mon 10/24/16
21			
22	Construction Documents	141 days?	Tue 7/19/16
23	60% Construction Document Development	55 days?	Tue 7/19/16
24	60% Construction Document Development	44 days	Tue 7/19/16
25	60% Construction Document Internal QC	5 days?	Mon 9/19/16
26	60% Construction Document Town Submittal	1 day?	Mon 9/26/16
27	60% Town Review and Comment	5 days?	Tue 9/27/16
28	90% Construction Document Development	65 days?	Tue 10/4/16
29	90% Construction Document Development	46 days	Tue 10/4/16
30	Conductor Sizing	22 days?	Tue 11/1/16
31	Landscaping Plans	26 days?	Tue 11/1/16
32	Technical Specifications	46 days?	Tue 10/4/16
33	90% Construction Document Internal QC	6 days?	Wed 12/7/16
34	90% Construction Document Town Submittal	1 day?	Fri 12/16/16
35	90% Town Review and Comment	11 days?	Mon 12/19/16
36	Final Construction Document Development	18 days?	Fri 1/6/17
37	Final Construction Document Development	11 days?	Fri 1/6/17
38	Final Construction Document Internal QC	6 days?	Mon 1/23/17
39	Final Construction Document Town Submittal	1 day?	Tue 1/31/17
40			
41	Utility Design and BCE Development - North End	210 days?	Tue 7/26/16
42	FPL Design	103 days	Tue 7/26/16
43	AT&T and Comcast Design	44 days?	Mon 11/7/16
44	Utility Agreement and BCE Development	64 days?	Wed 2/15/17
45			
46	Task 2.4 - Bid Phase - Phase 1 - North	95 days?	Mon 1/16/17





Town of Palm Beach
Underground Utility Project
Budget and Actual Expenditures
As of February 28, 2017

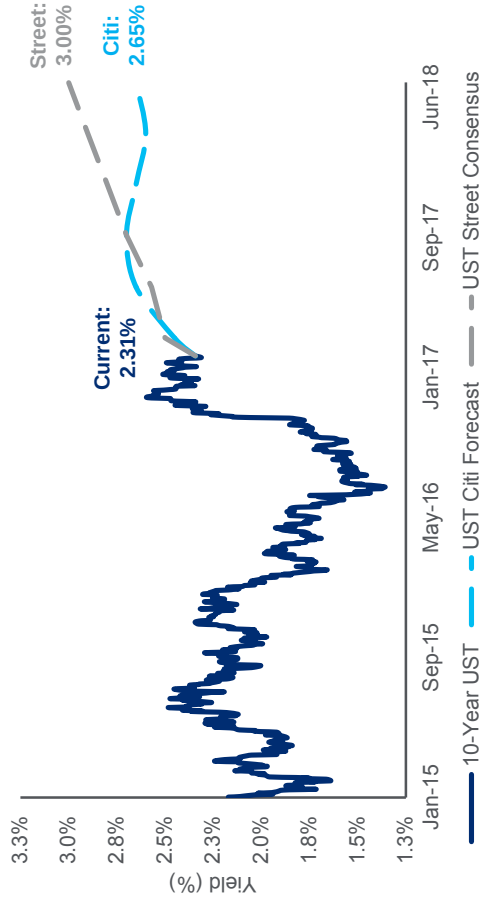
Task	Revised Estimated Project Budget	Phase I Engineering Budget	Actual Expended to Date	% Complete of Phase 1 Engineering Budget	% Expended to date of Original Budget	% Encumbered to date of Original Budget
Project Engineering/Surveying	\$ 7,060,000					
Task 1.1 - Data Collection & GIS Base Mapping		\$ 88,021	\$ 83,620	95.00%		
Task 1.1a Data Collection for Future Communications		23,511	11,756	50.00%		
Task 1.2 - Conceptual Design and Master Plan		161,756	145,580	90.00%		
Task 1.3 - Project Sequencing and Phasing		31,244	28,120	90.00%		
Task 1.4 - Assessment of Traffic Impacts		77,660	69,894	90.00%		
Task 1.5 - Project Delivery Methods		17,448	16,576	95.00%		
Task 1.6 - Master Plan Document		45,053	40,548	90.00%		
Task 1.7 - Meetings Master Planning Phase		113,135	113,123	99.99%		
Task 1.8 - Master Plan Phase 2		40,067	24,040	60.00%		
Subtotal Master Planning		\$ 597,895	\$ 533,256	89.19%		
Task 2.1 - Detailed Design North End Project (Onondaga to East Inlet)		472,063	377,650	80.00%		
Task 2.2 - Detailed Design South End (Sloan's Curve to Touthern Boundary)		619,411	495,529	80.00%		
Task 2.2A - Ibis Way PGD Improvements		14,583	12,396	85.00%		
Task 2.3 - Permitting Assistance		17,790	4,448	25.00%		
Task 2.4 - Bid Phase Assistance		42,166	2,108	5.00%		
Task 2.5 - Meetings - Design Phase		125,399	7,692	6.13%		
Legal Sketch and Description - Easements		34,000	5,250	15.44%		
Subtotal Design Phase		\$ 1,325,412	\$ 905,072	68.29%		
Task 3.1 - Public Outreach	\$ 570,000	282,519	57,262	20.27%		
Total Engineering and Survey Costs	\$ 7,060,000	\$ 2,205,826	\$ 1,495,590	67.80%	21.18%	31.24%
CM Project Management	\$ 3,930,000					
Utility Conversion Costs (FPL)	\$ 32,070,000					
FPL Engineering for Binding Cost Estimate		\$ 113,823				
North End Design			\$ 10,595			
South End Design			\$ 28,013			
Phase 3			\$ 11,759			
Phase 4			\$ 12,850			
Phase 5			\$ 12,757			
Phase 6			\$ 13,330			
Phase 7			\$ 11,359			
Phase 8			\$ 13,160			
Nightingale/LaPuerta Conversion Townwide Portion		\$ 74,900	\$ 74,900			
Total FPL Engineering Costs for Design		\$ 188,723	\$ 188,723	100.00%	0.59%	0.59%
Utility Conversion Costs (AT&T and Comcast)	\$ 15,950,000					
AT&T North End Design		\$ 5,000	\$ 5,000			
AT&T South End Design		\$ 5,000	\$ 5,000			
AT&T Nightingale/LaPuerta - Townwide Portion		\$ 30,555	\$ 30,555			
Comcast Nightingale/LaPuerta - Townwide Portion		\$ 8,885	\$ 8,885			
Comcast Preplanning and Design		\$ 12,015	\$ 12,015			
Total Utility Conversion Costs (AT&T and Comcast)		\$ 61,454	\$ 61,454	100.00%	0.39%	0.39%
Conversion of FPL Service Connections	\$ 4,020,000					
Landscape/Hardscape Restoration Costs	\$ 15,110,000					
Asphalt Milling and Resurfacing Costs	\$ -					
Legal Costs/Easement Acquisition*	\$ 2,000,000	\$ -	\$ 70,598	0.00%	3.53%	3.53%
Sub-Total Project Budget	\$ 80,710,000					
Contingency and Inflation	\$ 17,870,000					
Total Estimated Project Budget	\$ 98,580,000					
Referendum Authorization	\$ 90,000,000	\$ 2,456,003	\$ 1,816,365	73.96%	2.02%	2.73%
Budget Amendment to Fund the UU Project from Town's Prepaid Contributions		\$ 2,530,250				
Amount Remaining from Original Budget Amendment		\$ 74,247				
FY17 Budget for UUTF						
Underground City of Lake Worth Section		\$ 200,000	\$ 26,827	13.41%		
Project Manager		\$ 130,000				
UU Funding - GF Allocation to Augment Program		\$ 430,200				
Total FY17 Budget Allocation		\$ 760,200	\$ 26,827	3.53%		
Cost Outside of the UU Project Budget						
Telecommunications Consultant	\$ 89,000	\$ 89,000	76,667	86%		
Peter Brandt (Kimley Horn Contract Negotiations)	\$ 35,000	25,000	15,719	63%		
Total Additional Costs	\$ 124,000	\$ 114,000	\$ 92,386	81.04%	74.50%	91.94%

*These costs are currently being paid from the General Fund until they can be reimbursed through the financing.

U.S. Rate Forecasts

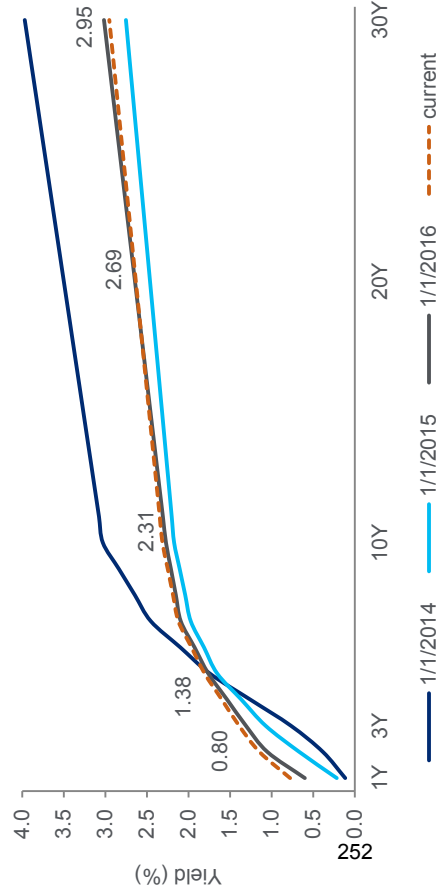
10-Year Treasury Yield Forecast

Citi and the Street forecast an elevated interest rate environment as we move into 2017



US Treasury Yield Curve

Rates are slightly higher than January 2016 levels on the short end of the curve, with long end rates virtually unchanged - mainly attributed to the post-election uptick

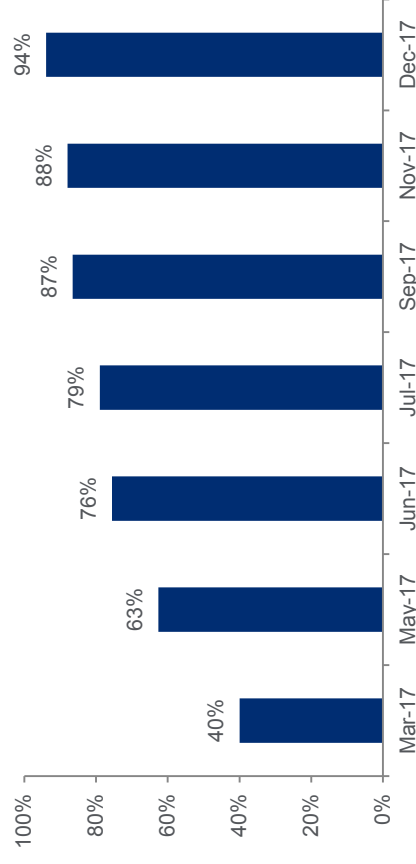


Rate Forecasts

5-Year Treasury	Current	1Q17	2Q17	3Q17	4Q17	1Q18	2Q18
Citi's Forecast	1.80%	1.90%	2.10%	2.20%	2.20%	2.20%	2.25%
10-Year Treasury	Current	1Q17	2Q17	3Q17	4Q17	1Q18	2Q18
Citi's Forecast	2.31%	2.45%	2.65%	2.70%	2.65%	2.60%	2.65%
Economists' Consensus		2.50%	2.57%	2.70%	2.80%	2.90%	3.00%
30-Year Treasury	Current	1Q17	2Q17	3Q17	4Q17	1Q18	2Q18
Citi's Forecast	2.95%	3.10%	3.30%	3.35%	3.30%	3.25%	3.30%
Economists' Consensus		3.10%	3.19%	3.27%	3.34%	3.50%	3.60%
Fed Funds (upper limit)	Current	1Q17	2Q17	3Q17	4Q17	1Q18	2Q18
Citi's Forecast	0.75%	0.75%	1.00%	1.00%	1.25%	1.25%	1.50%
Economists' Consensus		0.75%	1.00%	1.00%	1.25%	1.50%	1.50%

Expectations of Next Fed Increase in Rates

Fed Funds Futures predict a 40% implied probability that another rate increase will occur at the March meeting, with the probability of a hike elevated to 94% at the December 2017 meeting



Source: Current rates and expectation of Fed hike as of February 24, 2017; Citi forecasts as of February 22, 2016; Bloomberg forecasts as of February 9, 2016.

TOWN OF PALM BEACH

Town Council Meeting on: March 14, 2017

Section of Agenda

Board/Commission Annual Report

Agenda Title

Annual Report - Landmarks Preservation Commission

Presenter

Edward Austin Cooney, Chair

ATTACHMENTS:

- ▣ **Memorandum Dated February 27, 2017 From John S. Page, Director of Planning, Zoning & Building**
- ▣ **LPC Annual Report**

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 14, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Annual Report - Landmarks Preservation Commission

Date: February 27, 2017

STAFF RECOMMENDATION

Staff recommends that the Town Council hear the presentation of the Annual Report for 2016 by Edward Austin “Ted” Cooney, Chairman of the Landmarks Preservation Commission (LPC).

GENERAL INFORMATION

Attached is a summary of the activities of the Landmarks Preservation Commission for the past year. Edward Austin “Ted” Cooney, the Chairman of the Landmarks Preservation Commission, is prepared to address the Town Council with additional comments regarding the Commission’s activities, and to answer any questions.

Attachment

JL

cc: Edward Cooney, Chairman, Landmarks Preservation Commission
Landmark Preservation Commission
John Lindgren, AICP, Planning Administrator

Landmarks Preservation Commission - Annual Report 2016

The Commission held 12 regularly scheduled meetings in 2016, and had an average attendance rate of 83.3% with a total of 20 absences for the year (5 excused, and 15 unexcused).

The Commission reviewed 50 Certificates of Appropriateness, including C.O.A.'s for the Breakers, the Everglades Club, the Four Arts Plaza, First National Bank, and Bradley Park.

Twelve new properties were placed “under consideration” for landmarking by the Commission during 2016, including 155 Hammon Avenue (The Colony Hotel). The Commission was able to conduct nine new designation hearings prior to the end of the year. Seven properties at – 125 Seagrape Circle, 200 El Brillo Way, 360 Seaspray Avenue, 201 El Brillo Way, 130 Chilean Avenue, and 100 & 118 North County Road (including 207 Royal Poinciana Way, 212 Sunset Avenue, and 106, 108, 110, 112 & 114 North County Road) – were landmarked according to the Town’s program. One property (89 Middle Road) went through a re-designation process to amend the designated area. One additional property (215 Garden Road) was reviewed and recommended for landmark designation by the Commission, but was ultimately not designated by Town Council. Another property (120 Clarke Avenue) was reviewed by the Commission, and found not to meet the designation criteria for landmarking, and was therefore not forwarded to Town Council.

The Commission conducted 16 informal reviews of zoning applications for recommendation to the Town Council.

On behalf of the Commission, staff conducted 112 approvals of minor projects and revisions, which was a 24.4% increase from the previous year.

Staff conducted Member Orientation Meetings to review procedures and inform new members of ordinances, policies and procedural matters that they will encounter in future meetings.

Two tax abatement projects were reviewed by the Commission during the year. Three tax abatements were concluded, ratified by the Town Council and forwarded to Palm Beach County and the Tax Appraiser's office for implementation. These tax abatements were for 801 South County Road, 330 Island Drive, and 350 Worth Avenue (Everglades Club main hall/lounge foundation).

The Commission also actively worked on the following issues:

- 1) Participated in a discussion with Town Attorney John “Skip” Randolph where the following topics were discussed: owners consent when recommending a property for landmark status, Sunshine Law, public records, ex parte communication and conflicts of interest. Mr. Randolph answered questions from the Commissioners on the various topics.
- 2) Participated in the renaming process of the “Town Hall Square Historic District” to the “Town Square Historic District” along with Town Council.
- 3) Continued with the completion of ethics training for new and older members as mandated by the Town and County.

Commissioners remain enthusiastic and engaged in their volunteer service to the Town, and look forward to the continued preservation of our heritage.

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 14, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Annual Report - Landmarks Preservation Commission

Date: February 27, 2017

STAFF RECOMMENDATION

Staff recommends that the Town Council hear the presentation of the Annual Report for 2016 by Edward Austin “Ted” Cooney, Chairman of the Landmarks Preservation Commission (LPC).

GENERAL INFORMATION

Attached is a summary of the activities of the Landmarks Preservation Commission for the past year. Edward Austin “Ted” Cooney, the Chairman of the Landmarks Preservation Commission, is prepared to address the Town Council with additional comments regarding the Commission’s activities, and to answer any questions.

Attachment

JL

cc: Edward Austin “Ted” Cooney, Chairman, Landmarks Preservation Commission
Members, Landmark Preservation Commission
John Lindgren, AICP, Planning Administrator

Landmarks Preservation Commission - Annual Report 2016

The Commission held 12 regularly scheduled meetings in 2016, and had an average attendance rate of 83.3% with a total of 20 absences for the year (5 excused, and 15 unexcused).

The Commission reviewed 50 Certificates of Appropriateness, including C.O.A.'s for the Breakers, the Everglades Club, the Four Arts Plaza, First National Bank, and Bradley Park.

Twelve new properties were placed “under consideration” for landmarking by the Commission during 2016, including 155 Hammon Avenue (The Colony Hotel). The Commission was able to conduct nine new designation hearings prior to the end of the year. Seven properties at – 125 Seagrape Circle, 200 El Brillo Way, 360 Seaspray Avenue, 201 El Brillo Way, 130 Chilean Avenue, and 100 & 118 North County Road (including 207 Royal Poinciana Way, 212 Sunset Avenue, and 106, 108, 110, 112 & 114 North County Road) – were landmarked according to the Town’s program. One property (89 Middle Road) went through a re-designation process to amend the designated area. One additional property (215 Garden Road) was reviewed and recommended for landmark designation by the Commission, but was ultimately not designated by Town Council. Another property (120 Clarke Avenue) was reviewed by the Commission, and found not to meet the designation criteria for landmarking, and was therefore not forwarded to Town Council.

The Commission conducted 16 informal reviews of zoning applications for recommendation to the Town Council.

On behalf of the Commission, staff conducted 112 approvals of minor projects and revisions, which was a 24.4% increase from the previous year.

Staff conducted Member Orientation Meetings to review procedures and inform new members of ordinances, policies and procedural matters that they will encounter in future meetings.

Two tax abatement projects were reviewed by the Commission during the year. Three tax abatements were concluded, ratified by the Town Council and forwarded to Palm Beach County and the Tax Appraiser's office for implementation. These tax abatements were for 801 South County Road, 330 Island Drive, and 350 Worth Avenue (Everglades Club main hall/lounge foundation).

The Commission also actively worked on the following issues:

- 1) Participated in a discussion with Town Attorney John “Skip” Randolph where the following topics were discussed: owners consent when recommending a property for landmark status, Sunshine Law, public records, ex parte communication and conflicts of interest. Mr. Randolph answered questions from the Commissioners on the various topics.
- 2) Participated in the renaming process of the “Town Hall Square Historic District” to the “Town Square Historic District” along with Town Council.
- 3) Continued with the completion of ethics training for new and older members as mandated by the Town and County.

Commissioners remain enthusiastic and engaged in their volunteer service to the Town, and look forward to the continued preservation of our heritage.

TOWN OF PALM BEACH

Town Council Meeting on: March 14, 2017

Section of Agenda Committee Reports

Agenda Title

Report of the Ordinances, Rules, & Standards Committee Meeting of February 02, 2017

Presenter

Bobbie Lindsay, Chair

ATTACHMENTS:

- ▣ **Report of the Ordinances, Rules, & Standards Committee Meeting Held on February 2, 2017**

**REPORT OF THE ORDINANCES, RULES AND STANDARDS COMMITTEE MEETING
HELD ON THURSDAY, FEBRUARY 2, 2017**

I. CALL TO ORDER AND ROLL

The Ordinances, Rules, and Standards Committee (ORS) meeting was called to order on Thursday, February 2, 2017, at 9:30 a.m. On roll call, all of the Committee Members were found to be present.

II. APPROVAL OF AGENDA

Motion was made by Committee Member Moore, and seconded by Chair Lindsay to approve the Agenda. On call for a vote, the motion carried unanimously.

III. COMMUNICATIONS FROM CITIZENS - *None*

IV. REGULAR AGENDA

A. Old Business

1. Final Report Regarding Regulation Limitations for Shark Fishing
(*Benjamin Alma, Code Enforcement Manager*)

Parking & Code Enforcement Manager Ben Alma reported that the Town could not use the Delray Beach ordinance regulating shark fishing, as the Florida Fish and Wildlife Commission had indicated that any regulation used must be in compliance with state regulations. He recommended tabling the issue indefinitely.

Chair Lindsay spoke regarding the residents of the north end of the Island, where fishermen camp overnight. Mr. Alma responded that there were ordinances in place to regulate access to the beach, hours that the beach could be used, and parking in the area. There was no sleeping allowed on the beach, however people could not be stopped from fishing,

including chumming the water.

Chair Lindsay requested that staff be proactive with Florida Fish and Wildlife Commission regarding the regulation of chumming, because where there was chumming, there were sharks, and that had become a real safety issue for swimmers.

It was the consensus of the ORS Committee to table this discussion indefinitely.

2. Potential Code Change to Address Advertising Signage on Vehicles
(*Benjamin Alma, Code Enforcement Manager*)

Chair Lindsay provided the history regarding this issue, whereby a truck paid for two parking stalls at the beach and was advertising a business, which was more or less a mobile billboard.

Parking & Code Enforcement Manager Ben Alma clarified the difference between personal and commercial vehicles. He explained that commercial vehicles were heavily regulated and had no privacy rights. A personal vehicle registered to an individual, who also happened to own a business in Town, was parked in the beach parking with a billboard on the back of the vehicle. He clarified that regulating signs on personal vehicles involved Freedom of Speech rights.

Deputy Town Manager Boodheshwar spoke regarding the Port St. Lucie ordinance, included in the backup, that addressed the issue of regulating commercial advertising on personal vehicles.

It was the consensus of the ORS Committee to direct staff to work with the Town Attorney and provide a proposed ordinance to the Town Council regarding advertising signage on privately registered vehicles and privately registered trailers. Should staff encounter any concerns, the matter would be brought back to the ORS Committee.

3. Review of Drone Ordinance for Conflicts with FAA Regulations
Requirements
(*John C. Randolph, Town Attorney; Jay Boodheshwar, Deputy Town Manager*)

Chair Lindsay spoke regarding the fact that drones were FAA regulated, and the Town Attorney was reviewing regulations that could be applied by a municipality.

It was the consensus of the ORS Committee to defer the review of a drone ordinance to the March, 2017, ORS Committee meeting.

B. New Business

1. Potential Code Change to Modify Dates of Construction Season
(Jay Boodheshwar, Deputy Town Manager)

Deputy Town Manager Jay Boodheshwar provided some background information regarding construction date modifications, noting the concern of some residents that the construction season was too long, that a balance was needed to ensure community peace and quiet, while ensuring that projects could move forward to completion, and referring to Section 142-199 of the Town Code of Ordinances which addressed construction work hours and distinguished between season (December through April) and off-season.

Assistant Director of Planning, Zoning & Building Veronica Close provided some historical background regarding the Code regulating construction hours, and spoke regarding the positive and negative impacts related to changing the hours of construction, and the inconsistency in the regulating of landscaping vehicles, which were not regulated, versus construction vehicles, which were regulated. She explained that the landscape vehicles comprised many of the vehicles on the streets during a construction project, and discussed the possibilities of regulating them.

Building Official Bill Bucklew spoke regarding construction in the Town, the financial impacts of completing construction in a timely manner, and proceeding slowly and cautiously to address the best solution for everyone involved.

Discussion ensued regarding the construction season, exterior and interior work hours, quiet work hours, limiting the type of construction that could occur within certain hours, organizing a fact finding meeting between staff and contractors, future construction projects, Thanksgiving weekend hours, and clarification on the commercial Worth Avenue zoning.

It was the consensus of the ORS Committee to direct staff to organize a public forum meeting with contractors in order to determine the best balance for the community, to move forward with consideration of registering landscaping vehicles, and to return at the April, 2017, ORS Committee meeting with a report.

V. **ANY OTHER MATTERS**

Assistant Director of Planning, Zoning & Building Veronica Close reported that staff was reviewing the Code for clarification as it related to any work done on the spoil islands, or any conservation islands, along with the possibility of imposing a permit to ensure that all work in those areas was in accordance with the Code, and staff would return with further information at a later date.

VI. **ADJOURNMENT**

There being no further business, the Ordinances, Rules, and Standards Committee meeting was adjourned at 10:15 a.m.

APPROVED:

Bobbie Lindsay
Chair

ATTEST:

Susan A. Owens, MPA, MMC
Town Clerk

Date

TOWN OF PALM BEACH

Town Council Meeting on: March 14, 2017

Section of Agenda
Committee Reports

Agenda Title
Report of the Public Safety Committee Meeting of February 9, 2017

Presenter
Margaret A. Zeidman, Chair

ATTACHMENTS:
Public Safety Committee Report

**REPORT OF THE PUBLIC SAFETY COMMITTEE MEETING
HELD ON THURSDAY, FEBRUARY 9, 2017**

I. CALL TO ORDER AND ROLL CALL

The Public Safety Committee meeting was called to order on Thursday, February 9, 2017, at 4:30 p.m., in the Town Council Chambers. On roll call, Chair Zeidman and Committee Member Lindsay were present.

II. PLEDGE OF ALLEGIANCE

Chair Zeidman led the Pledge of Allegiance.

III. APPROVAL OF AGENDA

The Agenda was approved as printed.

IV. COMMUNICATIONS FROM CITIZENS

John Scarpa, 1676 South Ocean Blvd., spoke regarding traffic congestion on the Island, and the relief of traffic through adjustments to the traffic lights in West Palm Beach. Director Blouin responded that the Public Safety Department had routinely worked with Palm Beach County on adjusting the timing on traffic lights.

David Mack, 958 Northlake Way, spoke regarding the bridge openings during rush hours, the traffic light adjustments, the possibility of using traffic control officers to help direct traffic, and thanked the Public Safety Department for their service.

Lee Scott, 2275 S. Ocean Blvd., spoke regarding consideration of traffic congestion affecting medical personnel who were on call 24-hours a day, 365 days per year. Deputy Director Donatto urged that residents dial 911 when there was an emergency; if people waited for individual physicians to get to the home, there could be a significant delay. In addition, those patients who were not severe could be treated by care on scene. Discussion continued regarding residents utilizing the services of their own doctor, rather than using emergency personnel; the mandates of the Secret Service during Presidential visits; and the lack of control over air flight paths during Presidential visits to the Town.

Bradford Gary, 229 Onondaga, spoke regarding the plan for a helicopter lift in the Town. Director Blouin replied that the military controlled that part of the security plan. Town Manager Bradford confirmed that an application was pending for a permit at Mar-a-Lago for a helicopter landing pad for use of President Trump.

Scott Lewis, Scott Lewis Gardening and Trimming, thanked the Public Safety Committee for meeting today to clarify all of the traffic control issues.

Donald Singer, 2295 S. Ocean Blvd., spoke regarding traffic circulation in the area south of Sloan's Curve. Discussion ensued regarding the traffic patterns that would be available. Director Blouin clarified that the roadway south of Mar-a-Lago would not be shut down this weekend due to Presidential travel plans.

Colin Goldsmith, landscaper, questioned whether landscapers would be allowed on the Island on Saturday, or during President's Day weekend. Director Blouin replied that the recommendation was to leave the Island by 3:00 p.m. on Friday, however, if employees needed to be on the Island other than that, for a certain project or emergency, the weekend hours had not changed.

Susan Gary, 229 Onondaga, thanked the Committee, and spoke regarding the City of West Palm Beach traffic study on Okeechobee Blvd., and suggested that the Town contact them. Town Manager Bradford replied that the City of West Palm Beach had been contacted regarding the Mobility Study that was being done, and the Town's traffic engineer would critique the scope of work to be sure that it was comprehensive.

V. **PUBLIC INFORMATION MEETING TO DISSEMINATE TOWN
PREPARATIONS FOR TRAFFIC CONTROL AND EMERGENCY RESPONSE
PLANS FOR PRESIDENTIAL VISITS TO PALM BEACH**

Chair Zeidman spoke regarding the purpose of the meeting, to address the visits of President Trump, stating that the Town was honored to have the President here, and advised that the Town did not have control over the travel plans for the President, which was in the hands of the Secret Service. There was a plan in place, and the Town needed to follow that plan. Issues to be addressed today were regarding what would occur when there was an emergency in the Town during traffic gridlock, and traffic mitigation measures. Ms. Zeidman stated that the Town's primary concern during Presidential peak time is to be in a position to quickly evacuate residents in need of emergent care.

Public Safety Director Blouin provided an overview of the plans to address emergency transport situations, traffic gridlock and traffic mitigation. He then provided some statistics of Fire-Rescue patient transports, discussed the use of Opticom technology, dispatch communication with the bridge tenders as well as with Palm Beach County traffic control, and the agreement with the Palm Beach County Health District for times that trauma hawk assistance was needed. Director Blouin reviewed the town's plan in detail, stating that the

1 Town has partnered with Trauma Hawk of Palm Beach County to arrange for expedited air
2 transport from six identified locations on the island, which are: Par 3, Recreation Center,
3 Palm Beach Country Club, The Breakers, The Everglades Club, and The Bath and Tennis
4 Club.

5
6 Discussion ensued regarding how to expedite the fire department personnel to the scene
7 during high volume traffic to allow fire department personnel to gain immediate access.
8 Chair Zeidman stressed waiting often leads to a worse prognosis. Residents were urged to
9 call 911 in a timely manner.

10
11 Deputy Public Safety Director Darrell Donatto reiterated that the problem of traffic was not
12 new to the Town, and Public Safety officials were well prepared for it, and are confident
13 that in any given situation, people in critical need would be ensured of rapid transport.

14
15 Director Blouin addressed the traffic mitigation plan, noting that the north bridge was half
16 functional right now, Southern Blvd., as well as the areas in and around Mar-a-Lago were
17 closed when the President was being transported. The remaining roads were not meant to
18 handle the resulting volume of traffic. The only thing that would truly mitigate the
19 situation would be less vehicles on the roadways. Public safety was looking at mitigation
20 from every angle, and was working with Palm Beach County, the City of West Palm
21 Beach, the Florida Department of Transportation, and the Coast Guard to help alleviate the
22 situation.

23
24 One component of the plan was to encourage landscapers, pool company employees, and
25 construction workers to be off the Island by 3:00 p.m. on every Friday from now until May
26 1, 2017. The Town Manager had also requested non-essential staff to adjust their schedules
27 as need be.

28
29 Town Manager Thomas Bradford spoke regarding the traffic mitigation plan, encouraged
30 all citizens to sign up for the Town alerts on the website, and to use Google maps if
31 possible, or traffic apps, to determine where traffic problems were located.

32
33 Chair Zeidman mentioned that Mayor Coniglio had contacted the Coast Guard to determine
34 what could be done to decrease the number of times the bridges go up and block traffic.
35 Director Blouin added that the Coast Guard had been requested to restrict bridge openings
36 during rush hours.

37
38 Chair Zeidman spoke regarding protestors on the Island. Town Attorney Randolph
39 clarified that protestors did not need a permit; it was a part of their First Amendment rights,
40 as long as they were not blocking the normal flow of traffic. Director Blouin noted that the
41 Secret Service would designate a safe area around the Mar-a-Lago property.

42
43 Assistant Director of Public Works, Eric Brown, spoke regarding the difficulty in trying to
44 manage traffic across the north bridge, noting that the Town did not own it, and was not
45 managing that construction project. Many suggestions and ideas had been made, and staff
46 was diligent about listening to residents and trying to address any concerns.

1
2
3 **VI. ANY OTHER MATTERS**
4

5 Chair Zeidman reminded everyone that Public Safety Day would be held on Saturday,
6 February 11, 2017, in the Town of Palm Beach, and it would be open to the public.

7 **VII. ADJOURNMENT**
8

9 There being no further business, the Public Safety Committee meeting of Thursday,
10 February 9, 2017, was adjourned at 5:34 p.m.
11

12 APPROVED
13
14
15

16 _____
17 Margaret A. Zeidman
18 Chair
19

20
21 ATTEST:
22
23

24 _____
25 Susan A. Owens, MPA, MMC
26 Town Clerk
27

28 _____
29 Date

TOWN OF PALM BEACH

Town Council Meeting on: March 14, 2017

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Proposed Recreation Center Project

Beth Zickar, Director of Recreation

TIME CERTAIN: 11:00 a.m.

- a. Recreation Center Business Plan Update
- b. Consideration of Initiating Property Condition Assessment and Appraisal Reports.

Presenter

ATTACHMENTS:

- ▣ **Memorandum Dated March 6, 2017 From Beth Zickar, Director of Recreation**
- ▣ **Quotation for Recreation Center Appraisal**
- ▣ **Recreation Center Property Condition Assessment Proposal**

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 14, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Beth Zickar, Director of Recreation

Re: Proposed Recreation Center Project

Date: March 6, 2017

STAFF RECOMMENDATION

Staff requests that Town Council review the Business Plan regarding the proposed one-story recreation center and improvements to Seaview Park project and provide direction to staff as necessary. In addition, staff requests direction regarding initiating a property condition assessment and appraisal of the current recreation center.

GENERAL INFORMATION

The preparation of the Business Plan for the proposed Recreation Center and Seaview Park improvements allowed for the creation of a document which would guide the initial development of a fiscally sound operational plan. The data analysis provides a foundation from which goals can be established, presents a tactical approach to accomplishing these goals, expected results looking at a variety of scenarios and needed resources.

Ballard*King & Associates, Inc., was contracted to complete this study. This firm, a national leader in recreation facility management, with over 50 combined years of collegiate, public, non-profit and private sector, has completed over 500 projects in 48 states. Ken Ballard, C.P.R.P., President and founding partner of Ballard*King & Associates, Inc., was the lead consultant on this project. Mr. Ballard has over 35 years of experience in recreation facility operations and planning. He has completed more than 250 recreation planning, feasibility and operations consulting projects.

Managing revenues and expenditures is an important part of developing a sustainable program. The operations analysis provides an illustrative picture of possible functional alternatives. This process thoughtfully identified three operational scenarios: probable, conservative and aggressive. Each option included an evaluation of facility operating hours, proposed fee schedule, staffing recommendations, anticipated expenditures and projected revenues.

The Business Plan was initially reviewed by the Recreation Advisory Commission at the February 8, 2017 meeting. The Commission felt additional time was required to further study the plan and a motion was made to postpone the vote until the March Recreation Advisory

Commission meeting.

A presentation was made at the February 14, 2017 Town Council meeting on the Recreation Center Business Plan. The Council requested that staff return with an update at the March 14, 2017 meeting, after the further review by the Recreation Advisory Commission. In addition, Council requested that the RAC focus their attention on the conservative and probable financial scenarios, when they study the Business Plan, and return to the Council with a recommendation of whether to support either of these options.

Ken Ballard, from Ballard*King & Associates, Inc., presented the Recreation Center business plan to the Recreation Advisory Commission at the March 1, 2017 meeting. The presentation included an in-depth discussion on the financial scenarios, with particular attention paid to the conservative plan. The RAC voted to support the conservative financial scenario, which anticipates a 66% cost recovery.

Staff has thoroughly reviewed the Business Plan's financial assessments of the proposed new recreation center and improvements to Seaview Park. The conservative plan presents an economic forecast that is highly achievable and would assist in moving toward financial sustainability.

Inquiries regarding the cost of a renovation of the current recreation center have been made. A proposal has been acquired which would identify building deficiencies and develop cost estimates to repair these deficiencies. Any construction that exceeds 49% (50% or greater) of the MARKET VALUE of the structure only is considered a "Substantial Improvement" by FEMA and must meet the current FEMA elevation standards, which would increase the cost of renovation substantially. The value of the recreation center, as listed on the Palm Beach Property Appraiser's website, is \$793,538. A quotation from an independent property appraisal, to establish the market value of the structure, has also been acquired.

FUNDING/FISCAL IMPACT

The Business Plan was funded by the Friends of Recreation. Financial projections demonstrate an improvement in the cost recovery for the proposed new recreation center when compared to the fiscal analysis of previous fiscal years, for the existing facility.

The recommended budget for the property condition assessment of the recreation center is \$16,250, however, the work is to be performed on an hourly basis. Additional services, which may be required, but not included in this proposal are:

- Soil and ground water testing
- Survey of hazardous building materials (i.e. asbestos, lead, mold)
- Engineering design, permitting, bid, and/or construction phase services
- Analysis of maintenance records.

The cost for the independent property appraisal is approximately \$1,500.

These additional costs had not been budgeted in fiscal year 2016/17 and funds would need to be

transferred from the Recreation Enterprise Fund Contingency Line Item Account to cover this expense.

TOWN ATTORNEY REVIEW

Review and approval by the Town Attorney for legal form and sufficiency is not necessary.

Attachments

cc: Jay Boodheshwar, Deputy Town Manager
Jane Struder, Director of Finance
John C. Randolph, Town Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

Client hereby engages Anderson & Carr, Inc. to complete an assignment as follows:

Client Information

Date:	February 14, 2017	Proposal No.: 2170052
Name:	Beth Zickar	
Title:	Recreation Director	
Company:	Town of Palm Beach Recreation Department	
Address:	340 Seaview Avenue	
City, State, Zip	Palm Beach, FL 33480	
Phone:	(561) 227-6457 (561) 838-5489	
Email:	Bzickar@TownofPalmBeach.com	

Property Information

No	Address	Description	PCN	Fee
001	340 Seaview Avenue	Palm Beach Recreation Center	50-43-43-23-05-021-0100	\$1,500.00
002	340 Seaview Avenue	Seaview Park Tennis Pro Shop	50-43-43-22-00-003-0110	\$1,000.00

Interest Valued / Intended User(s) / Intended Use

Interest Valued:	Fee Simple Estate	
Intended User(s):	Town of Palm Beach Recreation Department and/or otherwise specified in writing.	
Intended Use:	Remodeling purposes	
Type of Value:	Market value	Date of Value: Current

Appraisal Report Type & Terms

Report Type:	Narrative	
Delivery Time:	3 weeks from authorization	
Delivery Method:	Email (PDF)	# of Report Paper Copies: 0
Fee:	\$2,500.00	Deposit: \$ 0.00
Approaches:	☐ Sales ☒ Cost ☐ Income ☐ Insurable Value ☐ Review ☐ Other	
Scope of Work:	Provide building value only for remodeling purposes	
Items Needed: (If Available)	☐ Survey and/or site plan ☐ Detailed current rent roll ☐ Prior 3 years income and expenses ☐ Copies of all leases ☐ List of any recent major repairs or renovations ☐ Prior appraisal reports ☐ Copy of current agreement for sale Other: _____	

Hypothetical Conditions/Extraordinary Assumptions: None

RBB: cmp



Conditions of Report

1. The report may not be used for any purpose by any person or corporation other than the client or the party to whom it is addressed or copied without the written consent of an officer of the firm of Anderson & Carr, Inc. and then only in its entirety.
2. Liability of Anderson & Carr, Inc., its employees, and any subcontractors is limited to the fee collected for the assignment. There is no accountability or liability to any third party.
3. No responsibility is assumed for matters legal in character or nature, or matters of survey, nor of any architectural, structural, mechanical or engineering nature. No opinion will be rendered as to the title which is presumed to be good and merchantable. The property will be valued as if free and clear, unless otherwise stated in particular parts of the report.
4. No responsibility is assumed for accuracy of information furnished by or from others, the clients, his designee or public records. We are not liable for such information or the work of subcontractors.
5. The interpretation and enforcement of this Agreement shall be governed by the laws of the state in which the Appraiser's principal place of business is located, exclusive of any choice of law rules.

Report Delivery: The base fee covers the cost for electronic delivery of a PDF report unless agreed otherwise. If hard copies are requested by the client, they are available at an additional cost of \$25 per copy for form type reports and \$50 per report for narrative reports.

Proposed Improvements: If the subject property consists of proposed improvements, Client shall provide plans, specifications, or other documentation sufficient to identify the extent and character of the proposed improvements.

Properties Under Contract For Sale: If the subject property is currently under contract or listed for sale, Client shall provide a copy of said contract including all addenda.

Confidentiality: Anderson & Carr, Inc. shall not provide a copy of the written Report to, or disclose the results of the report prepared in accordance with this Agreement with, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP).

Cancellation: Client may cancel this Agreement at any time prior to delivery of the Report upon written notification to the Appraiser. Client shall pay for work completed on assignment prior to receipt of written cancellation notice, unless otherwise agreed upon by Anderson & Carr, Inc. and Client in writing.

No Third Party Beneficiaries: Nothing in this Agreement shall create a contractual relationship between Anderson & Carr, Inc. or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

Use Of Employees Or Independent Contractors: Contractor may use employees or independent contractors at Contractor's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Contractor shall sign the written Report and take responsibility for the services provided as a result of this Agreement.

Testimony At Court Or Other Proceedings: Unless otherwise stated in this Agreement, Client agrees that contractor's assignment pursuant to this Agreement shall not include the participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery, sworn testimony in a judicial, arbitration or administrative proceeding, or attendance at any judicial, arbitration, or administrative proceeding relating to this assignment. If additional services are required, such as courtroom testimony, depositions, preparation for depositions, travel time and related expert witness fees, our fees will be billed at our normal hourly rates, which are as follows: \$250 per hour for MAI/Principal time, \$125-\$150 per hour for staff appraiser time, and \$85 per hour for researcher time. A retainer fee will be required if additional services are needed. If expert witness testimony is required, client agrees to pay appraiser a minimum fee of \$1,000 to be paid in advance of any depositions and payment in full prior to any court testimony.

Appraiser Independence: Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount, or guarantee the outcome of the assignment in advance, or insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by Client or others in advance any particular cause. Appraiser's opinions will be developed competently and with independence, impartiality and objectivity.

Collections: It is further agreed and understood that if any portion of the compensation or costs due to Anderson & Carr, Inc. becomes delinquent, The Client will pay interest thereon at the rate of 12% per annum on said account from the due date until paid, and further agrees to pay all costs of collection thereof, including reasonable attorney's fees, court costs, etc.

Payment in U.S. Dollars: Client agrees to pay fee in U.S. currency or by check from a U.S. bank account.

Prior Appraisal: Anderson & Carr and/or its agents/appraisers have not previously appraised the subject of this agreement within the prior three years.

Client	Date
	
	2/14/2017
Anderson & Carr, Inc.	Date



February 22, 2017

Ms. Beth Zickar, CPRP
Town of Palm Beach
PO Box 2029
340 Seaview Ave.
Palm Beach FL 33480

**RE: *Palm Beach Recreation Center Property Condition Assessment (PCA)
Proposal***

Dear Ms. Zickar,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "CONSULTANT") is pleased to submit this proposal to The Town of Palm Beach ("TOWN" or "CLIENT") for performance of a Property Condition Assessment of the Palm Beach Recreation Center main building. Our project understanding, scope of services, fee basis, and schedule follow.

Project Understanding

The Town of Palm Beach has requested that a Property Condition Assessment be performed for the Palm Beach Recreation Center located at 340 Seaview Avenue in the Town of Palm Beach. The building consists of a single story multi-purpose recreational facility. The Town has asked that Kimley-Horn identify physical deficiencies and develop an opinion of probable cost to repair those deficiencies.

Based on this understanding, a description of the proposed scope of services is presented below.

Scope of Services

Kimley-Horn will perform a baseline property condition assessment (PCA) in general conformance with ASTM E2018-15. The purpose of the PCA is to observe and report, to the extent feasible, on the physical condition of the subject building. The field observer assigned by Kimley-Horn to conduct the walk-through survey will be a single individual having a general, well rounded knowledge of pertinent building systems and components. Kimley-Horn will supplement the field observer with a subconsultant to specifically review the building's mechanical, electrical, and plumbing systems. We will review record drawings and documentation provided by the Town in advance of the field review. We will also conduct an interview with building maintenance staff to understand the level of historical repairs and replacements, level of preventative maintenance exercised, pending repairs/improvements, frequency of repairs, and any known issues with the building.

The following systems and building elements will be reviewed for conspicuous deficiencies or material deferred maintenance. Only the main recreational building will be reviewed. Site work and other detached buildings on the property are specifically excluded from the scope of this PCA.

1. Structural Frame and Building Envelope
2. Roofing
3. Heating/Air Conditioning/Ventilation
4. Electrical
5. Plumbing
6. Life Safety/Fire Protection
7. Interior Elements

Only representative observations of systems and components will be surveyed. The concept of representative observations extends to all conditions, areas, equipment, components, systems, buildings, etc., to the extent that they are similar and representative of one another.

The results of our assessment will be presented in a property condition report. The report will include descriptions of systems and components and their general physical condition. For each material physical deficiency, Kimley-Horn will provide a suggested remedy which may include further research or testing if appropriate. The report will include representative photographs. We will submit the report to the Town and attend one meeting to discuss the findings.

We will prepare an engineer's opinion of probable cost to correct the reported deficiencies. Opinions of probable costs should only be construed as preliminary budgets. Actual costs can vary from the consultant's opinions of probable costs depending on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of equipment or system selected, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing of the work, quality of contractor, quality of project management exercised, market conditions, whether competitive pricing is solicited, timeframe between the issuance of the opinion and the actual work being performed, etc.

Additional Services

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

- Soil and ground water testing
- A survey of hazardous building materials (i.e. asbestos, lead, mold)
- Engineering design, permitting, bid, and/or construction phase services
- Analysis of Maintenance Records

Information Provided by the Town

We shall be entitled to rely on the completeness and accuracy of all information provided by the Town or the Town's consultants or representatives. The Town shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

1. A completed ASTM User Questionnaire
2. Record Drawings and Data related to the facility
3. Access to the building

Schedule

We will complete the above tasks for the Site within a mutually agreeable schedule.

Fee and Billing

KHA will perform the services described in this Scope of Services on an hourly basis in accordance with our Contract with the Town. It is recommended that a budget of \$16,250 be established for these services.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc., dated January 27, 2016, which are incorporated by reference. As used in the Agreement, the term "CONSULTANT" shall refer to Kimley-Horn and Associates, Inc., and the term "TOWN" shall refer to The Town of Palm Beach.

If you concur in all the foregoing and wish to direct us to proceed with the services, please notify us by providing a purchase order for the scope and fee described above.

We appreciate the opportunity to provide these services to you. Please contact me at (561) 840-0820 or kevin.schanen@kimley-horn.com should you have any questions.

Sincerely,



By: Kevin Schanen, P.E.
Vice President

Attachment

K:\WPB_Civil\General\Schanen\Proposals\Palm Beach\Facility Condition Assessment\SeaviewRecreationPCAprior.docx

ESTIMATE FOR ENGINEERING SERVICES

PROJECT:	Seaview Recreational Center PCA										SHEET 1 of 1					
CLIENT:	Town of Palm Beach										FILE NO.					
ESTIMATOR:	KMS										DATE: 02/22/17					
ALLOCA 0.0000																
DESCRIPTION: See Scope of Services		DIRECT LABOR (MAN-HOURS)										LINE TOTAL				
		P8 Principal	P7 Principal	P6 Sr. Prof	P5 Sr. Prof	P4 Reg. Prof.	P3 Eng. Prof.	P2 Eng. Prof.	P1 Eng. Prof.	P Eng. Prof.	T7 Sr. Field Rep		N6 Sr. Support	SUB (SEC)	COMP	EXP
Obtain and Review Record Information		2.0	2.0				4.0									\$0
Maintenance staff interview		2.0														\$1,350
Field Observations		10.0										1.0				\$540
Data Compilation/ Code Research		2.0					6.0					4.0		\$51.50		\$2,670
Report Preparation		8.0	2.0				10.0					2.0				\$1,279
Submit Report		1.0	1.0									4.0				\$3,708
Meeting with Town to discuss findings		2.0	2.0													\$455
MEP Subconsultant and Coord		1.0	2.0									2.0	\$4,500.00			\$910
																\$5,339
																\$0
																\$0
TOTAL HOURS		28	9	0	0	0	20	0	0	0	0	13	\$4,500	0	\$52	\$16,250.00
LABOR (\$/HOUR)		\$230.00	\$225.00	\$175.00	\$155.00	\$135.00	\$110.00	\$100.00	\$95.00	\$90.00	\$110.00	\$79.50	1.00	0.00	1.0	
ALLOCATION		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00	
TOTALS		\$6,440.00	\$2,025.00	\$0.00	\$0.00	\$0.00	\$2,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,033.50	\$4,500.00	0.00	\$51.50	\$16,250.00

TOWN OF PALM BEACH

Town Council Meeting on: March 14, 2017

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Town-Wide Underground Utilities Project:

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

TIME CERTAIN: 12:30 p.m.

- a. Ratification of the Selection Committee's Recommendation for RFQ No. 2017-15 Construction Manager at Risk for the Town-Wide Overhead Utility Undergrounding Phase 1-South.
- b. Ratification of the Selection Committee's Recommendation for RFQ No. 2017-14 Construction Manager at Risk Services for the Town-Wide Overhead Utility Undergrounding Phase 1-North.
- c. Consideration of Peer Review Engineer's Opinion of Cost.
- d. Filling of Underground Utilities Task Force Vacancy
- e. Bridge Financing Update

Presenter

ATTACHMENTS:

- ▣ **Memorandum dated March 8, 2017, from Thomas G. Bradford, Town Manager**
- ▣ **a. Memorandum dated March 2, 2017, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Final Ranking RFQ No. 2017-15**
- ▣ **b. Memorandum dated March 2, 2017, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Final Ranking RFQ No. 2017-14**

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 14, 2017

To: Mayor and Town Council

From: Thomas G. Bradford, Town Manager

Re: Townwide Underground Utilities Project Related Matters

Date: March 8, 2017

STAFF RECOMMENDATION

Staff recommends the Town Council take up the items being presented as listed below and take the actions deemed appropriate. At least one item is informational only.

GENERAL INFORMATION

At your meeting on March 14 the following townwide underground project items are to be considered:

- Ratification of the Selection Committee's recommendations for the CMAR contractor for Phase 1 of the project, both North and South. Two separate memoranda on the subject from the Department of Public Works are included.
- On behalf of the Underground Utilities Task Force we are asking that you give consideration to a peer review of the Engineer's Opinion of Cost for the project. At the March 7 Underground Utilities Task Force meeting the Palm Beach Civic Association indicated they would be willing to partner with the town in order to provide a peer review and help pay for the same.
- Filling of the vacancy on the Underground Utilities Task Force. As you know, Wilbur Ross has been nominated by President Trump and confirmed by the United States Senate as the new Secretary of Commerce of the United States. Therefore, there is a vacancy on the task force. I wish to know if the Town Council wants to fill the seat.
- The Underground Utilities Task Force intends to make a recommendation relative to bridge financing to you at their meeting on April 4 for your consideration at your meeting on April 13 in the event you wish for the underground project to move forward while the lawsuits pertaining to the bond resolution and referendum language are being contested. This is merely an informational matter to keep you informed as to what is on the horizon. The Town's financial advisors will be present at your meeting on April 13 to help you through this process.

FUNDING/FISCAL IMPACT

There are no funding impacts associated with approval of the Selection Committee

recommendations for the selection of CMAR contractors. Preconstruction services costs will be presented to you at a later date. A peer review of the engineer's opinion of cost for the townwide underground utilities project is estimated to cost between \$50,000 and \$100,000. This cost is anticipated to be shared with the Palm Beach Civic Association. Costs to fill a task force vacancy are de minimis and routine budget related costs. The cost of bridge financing alternatives will be made known to you at your meeting on April 13.

Attachments

cc: Jay Boodheshwar, Deputy Town Manager
H. Paul Brazil, P.E. Director of Public Works
Jane Struder, Director of Finance
Patricia Strayer, Town Engineer
Kevin Schanen, P.E. Kimley-Horn

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 14, 2017

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

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

RE: Ratification of the Selection Committee's Recommendation for RFQ No. 2017-15 Construction Manager at Risk for the Town-Wide Overhead Utility Undergrounding Phase 1-South

DATE: March 2, 2017

STAFF RECOMMENDATION

Town staff recommends that Town Council ratify the recommendation of the selection committee and the ranking of the firms that responded to RFQ No. 2017-15, Construction Manager at Risk, for the Town-Wide Overhead Utility Undergrounding Phase 1 South and authorize contract negotiations with The Whiting-Turner Contracting Group, Inc.

GENERAL INFORMATION

Contained within the Town-Wide Overhead Utility Undergrounding is the design and construction of the improvements throughout the Town limits. The first phase of the undergrounding, Phase 1-South, is from Sloan's Curve south to the Town's southern limits. The scope entails undergrounding of all overhead utilities, Comcast, AT&T, and Florida Power and Light.

Staff issued a Request for Qualifications (RFQ 2017-15) for Construction Manager at Risk Services for the Town-Wide Overhead Utility Undergrounding Phase 1-South on January 15, 2017 and received two (2) proposals on February 15, 2017. The selection committee met on February 28, 2017 to review the submittals. The selection committee consisted of Jay Boodheshwar, Deputy Town Manager, Jane Struder, Finance Director; Eric Brown, P.E., Assistant Director of Public Works; Patricia Strayer, P.E., Town Engineer; Gene Rauth, Town Manager – Town of Jupiter Island, Thomas Bradford, Town Manager (non-voting), Kevin Schanen, P.E., Kimley-Horn & Associates, Inc. (non-voting), Paul Brazil, P.E., Public Works Director (non-voting), Ilyse Triestman, Assistant Purchasing Manager (non-voting), Adis Pedraza, Purchasing Manager (non-voting), and John Cmar, Purchasing Coordinator (non-voting). Below are the rankings of the two (2) firms:

- The Whiting-Turner Contracting Group, Inc.
- The Morganti Group, Inc.

The attached memorandum from the Purchasing Manager indicates that the recommendation of the selection committee is to award the contract to The Whiting-Turner Contracting Group, Inc.

If the Town Council approves of this recommendation, staff will request and negotiate a pre-construction phase proposal from The Whiting-Turner Contracting Group, Inc., and will return to Town Council for authorization.

FUNDING/FISCAL IMPACT

There is no fiscal impact associated with the approval of this selection committee recommendation.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachment

cc: Selection Committee Members
 Eric Brown, P.E., Assistant Director of Public Works
 Patricia Strayer, P.E. Town Engineer
 Jeffery Sanon, P.E. Project Engineer
 Michael Roach, P.E. Project Engineer
 Adis Pedraza, Purchasing Manager



TOWN OF PALM BEACH

MEMORANDUM

DATE: March 1, 2017

TO: H. Paul Brazil – Director of Public Works

FROM: Adis Pedraza - Purchasing Manager 

SUBJECT: Final Ranking – RFQ No. 2017-15 – Town-Wide Overhead Utility
Undergrounding Phase 1-South - Construction Manager at Risk Services

The Town received proposals from two (2) contractors. The Selection Committee met on February 28, 2017, to review the submittals. All members of the committee listed below were present except for Adis Pedraza (Non-Voting).

Patricia Strayer, P.E. – Town Engineer
Eric Brown, P.E. – Assistant Director of Public Works
Jay Boodheshwar – Deputy Town Manager
Jane Struder – Director of Finance
Gene Rauth – Town Manager, Town of Jupiter Island
Tom Bradford – Town Manager (Non-Voting)
H. Paul Brazil, P.E. – Director of Public Works (Non-Voting)
Kevin Schanen, P.E. – Kimley-Horn and Associates (Non-Voting)
Adis Pedraza – Purchasing Manager (Non-Voting)
Ilyse Triestman – Assistant Purchasing Manager (Non-Voting)
John Cmar – Purchasing Coordinator (Non-Voting)

After thorough consideration of the two (2) proposals, the Selection Committee arrived at a final ranking as follows:

1. The Whiting-Turner Contracting Company
2. The Morganti Group, Inc.

It is the recommendation of the Selection Committee to award a contract to The Whiting-Turner Contracting Company for the Town-Wide Overhead Utility Undergrounding Phase 1-South Construction Manager at Risk Services.

Cc: File: RFP No. 2017-15
John Randolph, Town Attorney
Selection Committee Members

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 14, 2017

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

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

RE: Ratification of the Selection Committee's Recommendation for RFQ No. 2017-14 Construction Manager at Risk Services for the Town-Wide Overhead Utility Undergrounding Phase 1-North

DATE: March 2, 2017

STAFF RECOMMENDATION

Town staff recommends that Town Council ratify the recommendation and ranking of the selection committee for RFQ No. 2017-14 for Construction Manager at Risk (CMAR) services for the Town-Wide Overhead Utility Undergrounding Phase 1-North and authorize contract negotiations with Burkhardt Construction, Inc.

GENERAL INFORMATION

Contained within the Town-Wide Overhead Utility Undergrounding Program is the design and construction of the improvements throughout the Town limits. The first phase of the undergrounding, Phase 1-North, is from Onondaga Avenue to the Town's northern limits. The scope entails undergrounding of all overhead utilities, Comcast, AT&T, and Florida Power and Light.

Staff issued a Request for Qualifications (RFQ 2017-14) for the CMAR for the Town-Wide Overhead Utility Undergrounding Phase 1-North on January 15, 2017 and received three (3) proposals on February 15, 2017. The selection committee met on February 28, 2017 to review the submittals. The selection committee consisted of Jay Boodheshwar, Deputy Town Manager, Jane Struder, Finance Director, Eric Brown, P.E., Assistant Director of Public Works, Patricia Strayer, P.E., Town Engineer, Gene Rauth, Town Manager – Town of Jupiter Island, Thomas Bradford, Town Manager (non-voting), Kevin Schanen, P.E., Kimley-Horn & Associates, Inc. (non-voting), Paul Brazil, P.E., Public Works Director (non-voting), Ilyse Triestman, Assistant Purchasing Manager (non-voting), Adis Pedraza, Purchasing Manager (non-voting), and John Cmar, Purchasing Coordinator (non-voting). Below are the rankings of the three (3) firms:

- Burkhardt Construction, Inc.
- The Whiting-Turner Contracting Group, Inc.
- The Morganti Group, Inc.

The attached memorandum from the Purchasing Manager indicates that the recommendation of the selection committee is to award the contract to Burkhardt Construction, Inc.

If the Town Council approves this recommendation, staff will request and negotiate a pre-construction phase proposal from Burkhardt Construction, Inc., and will return to Town Council for authorization.

FUNDING/FISCAL IMPACT

There is no fiscal impact associated with the approval of this selection committee recommendation.

PURCHASING REVIEW

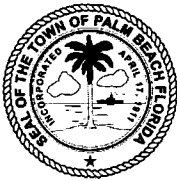
This item has been reviewed by the Purchasing Division and approved as recommended.

TOWN ATTORNEY REVIEW

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

Attachment

cc: Selection Committee Members
 Eric Brown, P.E., Assistant Director of Public Works
 Patricia Strayer, P.E. Town Engineer
 Jeffery Sanon, P.E. Project Engineer
 Michael Roach, P.E. Project Engineer
 Adis Pedraza, Purchasing Manager



TOWN OF PALM BEACH

MEMORANDUM

DATE: March 1, 2017

TO: H. Paul Brazil – Director of Public Works

FROM: Adis Pedraza - Purchasing Manager 

SUBJECT: Final Ranking – RFQ No. 2017-14 – Town-Wide Overhead Utility
Undergrounding Phase 1-North - Construction Manager at Risk Services

The Town received proposals from three (3) contractors. The Selection Committee met on February 28, 2017, to review the submittals. All members of the committee listed below were present except for Adis Pedraza (Non-Voting).

Patricia Strayer, P.E. – Town Engineer
Eric Brown, P.E. – Assistant Director of Public Works
Jay Boodheshwar – Deputy Town Manager
Jane Struder – Director of Finance
Gene Rauth – Town Manager, Town of Jupiter Island
Tom Bradford – Town Manager (Non-Voting)
H. Paul Brazil, P.E. – Director of Public Works (Non-Voting)
Kevin Schanen, P.E. – Kimley-Horn and Associates (Non-Voting)
Adis Pedraza – Purchasing Manager (Non-Voting)
Ilyse Triestman – Assistant Purchasing Manager (Non-Voting)
John Cmar – Purchasing Coordinator (Non-Voting)

After thorough consideration of the three (3) proposals, the Selection Committee arrived at a final ranking as follows:

1. Burkhardt Construction, Inc.
2. The Whiting-Turner Contracting Company
3. The Morganti Group, Inc.

It is the recommendation of the Selection Committee to award a contract to Burkhardt Construction, Inc. for the Town-Wide Overhead Utility Undergrounding Phase 1-North Construction Manager at Risk Services.

Cc: File: RFP No. 2017-14
John Randolph, Town Attorney
Selection Committee Members

TOWN OF PALM BEACH

Town Council Meeting on: March 14, 2017

Section of Agenda

Regular Agenda - New Business

Agenda Title

Appointments to the Landmarks Preservation Commission

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated March 7, 2017 from John S. Page, Director of Planning, Zoning and Building**
- ▣ **Ballot for Appointment of Regular Members to the Landmarks Preservation Commission**
- ▣ **LPC ROSTER**
- ▣ **Attendance and Voting Conflict Information for LPC**

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 14, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Landmarks Preservation Commission Appointments

Date: March 7, 2017

STAFF RECOMMENDATION

- Staff recommends that the Town Council appoint a regular member to the Landmarks Preservation Commission to fill the seat being vacated as a result of the term expiration of Edward T. Cooney.
- Staff recommends that the Town Council appoint a regular member to the Landmarks Preservation Commission to fill the seat being vacated as a result of the term expiration of Nikita Zukov.
- Staff recommends that the Town Council appoint a regular member to the Landmarks Preservation Commission to fill the seat being vacated as a result of the term expiration of Jacqueline Albarran.
- Staff recommends that the Town Council appoint a regular member to the Landmarks Preservation Commission to fill the seat being vacated as a result of the resignation of John T. Gannon.
- Staff recommends that the Town Council appoint a regular member to the Landmarks Preservation Commission to fill the seat being vacated as a result of the ineligibility of William Strawbridge.
- Staff recommends that the Town Council appoint an alternate member to the Landmarks Preservation Commission to fill the seat being vacated as a result of the term expiration of Jacqueline Drake.
- Staff recommends that the Town Council appoint an alternate member to the Landmarks Preservation Commission to fill the seat being vacated as a result of the term expiration of Jorge Sanchez.
- Staff recommends that the Town Council make any appointments to the Landmarks Preservation Commission which may become necessary as a result of making the aforementioned appointments.

GENERAL INFORMATION

- **Edward (Ted) Cooney** is completing his Term 1 as a regular member of the Landmarks Preservation Commission and **is eligible for re-appointment**, and has

submitted an Application for Service on the Landmarks Preservation Commission.

- **Nikita Zukov** (Licensed Florida Architect) is completing his Term 1 as a regular member of the Landmarks Preservation Commission and **is eligible for re-appointment**, and has submitted an Application for Service on the Landmarks Preservation Commission.
- **Jacqueline Albarran** (Licensed Florida Architect) is completing her Term 3 as the “non-resident expert” on the Landmarks Preservation Commission. The “non-resident expert” may be appointed annually, and the individual appointed may serve an unlimited number of terms. As such, she **is eligible for re-appointment**, and has submitted an Application for Service on the Landmarks Preservation Commission.
- **Jacqueline Weld Drake** is completing her Term 1 as an alternate member of the Landmarks Preservation Commission and **is eligible for re-appointment**, and has submitted an Application for Service on the Landmarks Preservation Commission. She has indicated she is interested in promotion to regular member status should a Regular Member seat become available.
- **Anne Fairfax**, Alternate Member, has filed an Application for Service on the Landmarks Preservation Commission. She has indicated she is interested in promotion to regular member status should a Regular Member seat become available.
- **Jorge A. Sánchez** is completing his Term 0 as an alternate member of the Landmarks Preservation Commission and **is eligible for re-appointment**, and has submitted an Application for Service on the Landmarks Preservation Commission.
- **Sue Patterson** has filed an Application of Service on the Landmarks Preservation Commission.
- **John (Tim) Gannon** has filed an Application of Service on the Landmarks Preservation Commission.
- **Robert K. Wood** has filed an Application of Service on the Landmarks Preservation Commission.
- **Russell P. Kelley** has filed an Application of Service on the Landmarks Preservation Commission.
- **Kim Coleman** has filed an Application of Service on the Landmarks Preservation Commission.
- **Patrick W. Segraves** (Licensed Florida Architect) has filed an Application of Service on the Landmarks Preservation Commission.
- Pursuant to the news release notifying the public of the upcoming vacancies on the Landmarks Preservation Commission, persons have submitted Applications for Service on the Landmarks Preservation Commission together with other appropriate qualifying information.
- All applicants, other than those applying for the “non-resident expert” seat, listed on the attached ballot(s) are registered voters in the Town of Palm Beach, as required by Section 54-36 (a) of the Town of Palm Beach Code of Ordinances.

**BALLOT FOR APPOINTMENT OF REGULAR MEMBERS
TO THE LANDMARKS PRESERVATION COMMISSION**

Town Council Meeting on March 14, 2017

Position(s) to be filled: 5 Regular Members

- (3) Members - Term to expire 3/2020
(Due to term expiration of Edward T. Cooney, Nikita Zukov and resignation of John T. Gannon)
- (1) Member - Term to expire 3/2018
(To fill the partial unexpired term vacated by William Strawbridge)
- (1) Non-Resident Member - Term to expire 3/2018 – Optional Appointment – *At least 2, but not more than 3, shall be registered architects in the State.*
(Due to term expiration of Jacqueline Albarran)

Please circle 5 name(s) from the list of names appearing below

Non-Resident Expert

Jacqueline Albarran (**FL ARCHITECT**) Completing Term 3 as “non-resident expert”

Regular Members Applying for Re-Appointment

Edward T. Cooney Completing Term 1 as a Regular Member

Nikita Zukov (**FL ARCHITECT**) Completing Term 1 as a Regular Member

Alternate Members Applying for Promotion to Regular Member*

Jacqueline Weld Drake Completing Term 1 as an Alternate Member

Anne Fairfax (*Architect, not registered in FL*) Serving Term 1 as an Alternate Member

Jorge Sanchez Completing Term 0 as an Alternate Member

Others Who Have Submitted Applications (in alphabetical order)

Kim Coleman John T. Gannon Russell Kelley

Sue Patterson Patrick Segraves (**FL ARCHITECT**) Robert Wood

From those 5 persons you voted for, **please print the name of one member** that will fill the partial (unexpired) term vacated by William Strawbridge: _____ (please print)

Signature of Town Council Member: _____

**Any currently serving Alternate who is not elevated to the position of Regular Member will retain his/her current position, provided that the Alternate Member’s term is active.*



LANDMARKS PRESERVATION COMMISSION MEMBERS

<u>NAME AND ADDRESS</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>
Edward Austin Cooney, Chairman	5/2014	3/2017 (Term 1)
Richard Rene Silvin, Vice Chairman	3/2016 5/2014	3/2019 (Term 1) 3/2017 (Term 1 alternate)
Nikita Zukov - ARCHITECT	5/2014	3/2017 (Term 1)
Jacqueline Albarran - ARCHITECT <i>Non-Resident Expert</i>	3/2016 3/2015 5/2014	3/2017 (Term 3)* 3/2016 (Term 2)* 3/2015 (Term 1)* (*no term limitations)
Page Lee Hufty	3/2016 5/2014	3/2019 (Term 2) 3/2016 (Term 1)
VACANT	3/2015	3/2018 (Term 1)
VACANT		

Alternate Commission Members

Jacqueline Weld Drake (Alternate)	3/2015	3/2017 (Term 1)* *fulfilling 2 yr. balance of Strawbridge term – more than 50% of term
Anne Fairfax (Alternate)	3/2016	3/2019 (Term 1)
Jorge Sánchez (Alternate)	9/2016	3/2017 (Term 0)* *fulfilling balance of Wyett term – less than 50% of term



**TOWN OF PALM BEACH
LANDMARKS PRESERVATION COMMISSION
ATTENDANCE RECORD 2017**

MEMBERS

EDWARD AUSTIN COONEY
RICHARD RENE SIL VIN
NIKITA ZUKOV
JACQUELINE ALBARRAN
PAGE LEE HUFTY
WILLIAM J. STRAWBRIDGE JR.

1/18/2017	P	2/16/2017	P	3/16/2017	^	4/19/2017	^	5/17/2017	^	6/21/2017	^	7/19/2017	^	8/16/2017	^	9/15/2017	^	10/18/2017	^	11/13/2017	^	12/20/2017	^
-----------	---	-----------	---	-----------	---	-----------	---	-----------	---	-----------	---	-----------	---	-----------	---	-----------	---	------------	---	------------	---	------------	---

ALTERNATE MEMBERS

JACQUELINE WELD DRAKE
ANNE FAIRFAX
JORGE SÁNCHEZ

P P
P P
E U

LEGEND P=PRESENT

E=EXCUSED

U=UNEXCUSED

A=ABSENT PENDING CLASSIFICATION AS "EXCUSED" OR "UNEXCUSED"

X=COMMISSION DID NOT MEET

* Term Expired

Elected to Commission

** Promoted to regular Member

% Resigned from board

^ No longer a resident

[illegible]

RICHARD RENE SILVIN	P	**	**	**	**	**	**	**	**	**	**	**
CAROL N. WYETT	P	P	P	E	E	E	%	%	%	%	%	%
JACQUELINE WELD DRAKE	P	P	P	P	P	E	P	P	E	P	P	P
ANNE FAIRFAX	#	P	P	P	P	P	P	U	P	U	P	P
JORGE SÁNCHEZ								&	U	P	P	P

& Appointed 9/2016

ATTENDANCE RECORD 2015

MEMBERS

[illegible]

ALTERNATE MEMBERS	1/15	2/15	3/15	4/15	5/15	6/15	7/15	8/15	9/15	10/15	11/15	12/15
RICHARD RENE SILVIN	__P__	__P__	__P__	__P__	__E__	__P__	__P__	__P__	__P__	__P__	__P__	__E__
CAROL N. WYETT	__P__	__P__	__P__	__P__	__E__	__P__	__P__	__E__	__U__	__P__	__E__	__P__
WILLIAM J. STRAWBRIDGE JR.	__P__	__P__	(promoted to regular member)									
JACQUELINE WELD DRAKE			__U__	__P__	__P__	__P__	__E__	__P__	__P__	__P__	__E__	__P__

LEGEND: P=Present, E=Excused, U=Unexcused, A=Absence Pending Classification as “excused” or “unexcused”

TOWN OF PALM BEACH

ATTENDANCE RECORD 2014
(after LPC re-seated)

LANDMARKS PRESERVATION COMMISSION

MEMBERS	1/14	2/14	3/14	4/14	5/14	6/14	7/14	8/14	9/14	10/14	11/14	12/14
WILLIAM O. COOLEY	—	—	—	—	P	P	P	P	P	P	P	P
NIKITA ZUKOV	—	—	—	—	E	P	E	P	P	P	E	P
JACQUELINE ALBARRAN	—	—	—	—	P	P	P	P	P	P	P	P
EDWARD AUSTIN COONEY	—	—	—	—	P	P	U	P	P	P	P	P
JOHN T. GANNON	—	—	—	—	P	P	P	U	P	P	U	P
PAGE LEE HUFTY	—	—	—	—	P	P	P	P	U	P	P	P
RACHEL LORENTZEN	—	—	—	—	P	P	P	P	P	P	E	P

ALTERNATE MEMBERS	1/14	2/14	3/14	4/14	5/14	6/14	7/14	8/14	9/14	10/14	11/14	12/14
RICHARD RENE SILVIN	—	—	—	—	P	P	P	P	P	P	P	P
CAROL N. WYETT	—	—	—	—	P	P	P	P	E	P	P	P
WILLIAM J. STRAWBRIDGE JR.	—	—	—	—	P	P	P	P	U	P	P	P

LEGEND: P=Present, E=Excused, U=Unexcused, A=Absence Pending Classification as “excused” or “unexcused”

**TOWN OF PALM BEACH
LANDMARKS PRESERVATION COMMISSION**

ATTENDANCE RECORD 2014

MEMBERS	1/14	2/14	3/14	4/14	5/14	6/14	7/14	8/14	9/14	10/14	11/14	12/14
Edward A. Cooney	P__	P__	P__	P__	__	__	__	__	__	__	__	__
William P. Feldkamp	P__	P__	P__	P__	__	__	__	__	__	__	__	__
Dudley L. Moore Jr.	U__	P__	P__	P__	__	__	__	__	__	__	__	__
Jacqueline Albarran	P__	P__	P__	P__	__	__	__	__	__	__	__	__
William J. Strawbridge	P__	P__	P__	P__	__	__	__	__	__	__	__	__
Elizabeth Murphy	P__	P__	P__	P__	__	__	__	__	__	__	__	__
Penelope Townsend	P__	elected to Town Council										
ALTERNATE MEMBERS	1/14	2/14	3/14	4/14	5/14	6/14	7/14	8/14	9/14	10/14	11/14	12/14
Anne Fairfax	P__	E__	P__	__	__	__	__	__	__	__	__	__
Patrick Killian	P__	P__	P__	P__	__	__	__	__	__	__	__	__
APPOINTEES	1/14	2/14	3/14	4/14	5/14	6/14	7/14	8/14	9/14	10/14	11/14	12/14
Jorge A. Sanchez			P__									
John T. Gannon			P__									

LEGEND: P=Present, E=Excused, U=Unexcused, A=Absence Pending Classification as “excused” or “unexcused”



TOWN OF PALM BEACH LANDMARKS PRESERVATION COMMISSION

VOTING CONFLICT RECORD 2017

MEMBERS

EDWARD AUSTIN COONEY
RICHARD RENE SILVIN
NIKITA ZUKOV
JACQUELINE ALBARRAN
PAGE LEE HUFTY
WILLIAM J. STRAWBRIDGE JR.

	1/18/2017	2/16/2017	3/16/2017	4/19/2017	5/17/2017	6/21/2017	7/19/2017	8/16/2017	9/15/2017	10/18/2017	11/13/2017	12/20/2017
--	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	------------	------------	------------

	V	VPD2										
--	---	------	--	--	--	--	--	--	--	--	--	--

ALTERNATE MEMBERS

JACQUELINE WELD DRAKE
ANNE FAIRFAX
JORGE SANCHEZ

LEGEND V=One voting conflict during a meeting

V2=two voting conflicts during a meeting

VPD=voting conflict previously declared

VPD2= Two voting conflicts previously declared

VPD to be used when a conflict has been declared at a previous meeting for an ongoing project. The originally declared conflict will be counted only for ongoing projects, per JCR.

Excessive conflicts of interest are defined as five or more conflicts of interest in any one calendar year.

* Term Expired



TOWN OF PALM BEACH LANDMARKS PRESERVATION COMMISSION

VOTING CONFLICT RECORD 2016

MEMBERS

EDWARD AUSTIN COONEY
JOHN T. GANNON
NIKITA ZUKOV
JACQUELINE ALBARRAN
PAGE LEE HUFTY
RACHEL LORENTZEN
WILLIAM J. STRAWBRIDGE JR.
RICHARD RENE SILVIN

	1/20/2016	2/17/2016	3/16/2016	4/20/2016	5/18/2016	6/15/2016	7/20/2016	8/17/2016	9/21/2016	10/19/2016	11/16/2016	12/21/2016
JACQUELINE ALBARRAN				V				V		VPD	VPD2	V & VPD
PAGE LEE HUFTY			*	*	*	*	*	*	V	*	*	*
RACHEL LORENTZEN			*	*	*	*	*	*	*	*	*	*

ALTERNATE MEMBERS

RICHARD RENE SILVIN
CAROL N. WYETT
JACQUELINE WELD DRAKE
ANNE FAIRFAX
JORGE SANCHEZ

	1/20/2016	2/17/2016	3/16/2016	4/20/2016	5/18/2016	6/15/2016	7/20/2016	8/17/2016	9/21/2016	10/19/2016	11/16/2016	12/21/2016
RICHARD RENE SILVIN			**	**	**	**	**	**	**	**	**	**
JACQUELINE WELD DRAKE												
ANNE FAIRFAX												
JORGE SANCHEZ			#				V	VPD			V	VPD

LEGEND V=One voting conflict during a meeting

V2=two voting conflicts during a meeting

VPD=voting conflict previously declared

VPD2=Two voting conflicts previously declared

VPD to be used when a conflict has been declared at a previous meeting for an ongoing project. The originally declared conflict will be counted only for ongoing projects, per JCR. Excessive conflicts of interest are defined as five or more conflicts of interest in any one calendar year.

* Term Expired

Elected to Commission 3/9

** Promoted to regular Member

TOWN OF PALM BEACH

VOTING CONFLICTS 2015

LANDMARKS PRESERVATION COMMISSION

MEMBERS

1/15 2/15 3/15 4/15- 5/15 6/15 7/15 8/15 9/15 10/15 11/15 12/15

WILLIAM O. COOLEY

EDWARD AUSTIN COONEY

JOHN T. GANNON

NIKITA ZUKOV

JACQUELINE ALBARRAN

VPD2

PAGE LEE HUFTY

RACHEL LORENTZEN

WILLIAM J. STRAWBRIDGE

ALTERNATE MEMBERS

RICHARD RENE SILVIN

CAROL N. WYETT

WILLIAM J. STRAWBRIDGE JR.

(promoted to regular member)

JACQUELINE WELD DRAKE

LEGEND: V = One Voting Conflict during a meeting

VPD = Voting Conflict Previously Declared (This category is used when a conflict has been declared at a previous meeting, and the changes being reviewed are part on an ongoing project.)
ONLY COUNT ORIGINAL DECLARED CONFLICT PER JCR, T.A.)

V2 = Two Voting Conflicts during a meeting

V3 = Three Voting Conflicts during a meeting

**TOWN OF PALM BEACH
LANDMARKS PRESERVATION COMMISSION**

VOTING CONFLICTS 2014

MEMBERS	1/14	2/14	3/14	4/14	5/14	6/14	7/14	8/14	9/14	10/14	11/14	12/14
Edward A. Cooney	—	—	—	—	—	—	—	—	—	—	—	—
William P. Feldkamp	—	—	—	—	—	—	—	—	—	—	—	—
Dudley L. Moore Jr.	—	—	—	—	—	—	—	—	—	—	—	—
Jacqueline Albarran	<u>VPD2</u>	—	—	—	—	—	—	—	—	—	—	—
William J. Strawbridge Jr.	—	—	—	—	—	—	—	—	—	—	—	—
Elizabeth Murphy	—	—	—	—	—	—	—	—	—	—	—	—
Penelope Townsend	—	—	—	—	—	—	—	—	—	—	—	—
ALTERNATE MEMBERS	1/14	2/14	3/14	4/14	5/14	6/14	7/14	8/14	9/14	10/14	11/14	12/14
Anne Fairfax	—	—	—	—	—	—	—	—	—	—	—	—
Patrick Killian	—	—	—	—	—	—	—	—	—	—	—	—
APPOINTEES	1/14	2/14	3/14	4/14	5/14	6/14	7/14	8/14	9/14	10/14	11/14	12/14
Jorge A. Sanchez	—	—	—	—	—	—	—	—	—	—	—	—
John T. Gannon	—	—	—	—	—	—	—	—	—	—	—	—

LEGEND: V = One Voting Conflict during a meeting
V2 = Two Voting Conflicts during a meeting
V3 = Three Voting Conflicts during a meeting

VPD = Voting Conflict Previously Declared
(This category to be used when a conflict has been declared at a previous meeting, and the changes being reviewed are part on an ongoing project.
ONLY COUNT ORIGINAL DECLARED CONFLICT PER JCR, T.A.)

TOWN OF PALM BEACH

**VOTING CONFLICTS 2014
(after LPC re-seated)**

LANDMARKS PRESERVATION COMMISSION

MEMBERS

~~1/14~~ ~~2/14~~ ~~3/14~~ ~~4/14~~ 5/14 6/14 7/14 8/14 9/14 10/14 11/14 12/14

WILLIAM O. COOLEY

— — — — — — — — — — — — — — —

NIKITA ZUKOV

— — — — — — — — — — — — — — —

JACQUELINE ALBARRAN

— — — — — V VPD V VPD2 VPD&V

EDWARD AUSTIN COONEY

— — — — — — — — — — — — — — —

JOHN T. GANNON

— — — — — — — — — — — — — — —

PAGE LEE HUFTY

— — — — — — — — — — — — — — —

RACHEL LORENTZEN

— — — — — — — — — — — — — — —

ALTERNATE MEMBERS

~~1/14~~ ~~2/14~~ ~~3/14~~ ~~4/14~~ 5/14 6/14 7/14 8/14 9/14 10/14 11/14 12/14

RICHARD RENE SILVIN

— — — — — — — — — — — — — — —

CAROL N. WYETT

— — — — — — — — — — — — — — —

WILLIAM J. STRAWBRIDGE JR.

— — — — — — — — — — — — — — —

LEGEND: V = One Voting Conflict during a meeting

VPD = Voting Conflict Previously Declared (This category is used when a conflict has been declared at a previous meeting, and the changes being reviewed are part on an ongoing project.)
ONLY COUNT ORIGINAL DECLARED CONFLICT PER JCR, T.A.)

V2 = Two Voting Conflicts during a meeting

V3 = Three Voting Conflicts during a meeting

TOWN OF PALM BEACH

Town Council Meeting on: March 14, 2017

Section of Agenda

Regular Agenda - New Business

Agenda Title

Appointments to the Architectural Review Commission

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated March 7, 2017 from John S. Page, Director of Planning, Zoning and Building**
- ▣ **Ballot for Appointment of Regular Members to the Architectural Commission**
- ▣ **ARCOM ROSTER**
- ▣ **Attendance and Voting Conflict Information for ARCOM**

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 14, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Architectural Commission Appointments

Date: March 7, 2017

STAFF RECOMMENDATION

- Staff recommends that the Town Council appoint a regular member to the Architectural Commission due to the term expiration of Peter Knowles, II.
- Staff recommends that the Town Council appoint a regular member to the Architectural Commission due to the term expiration of Martin Gruss.
- Staff recommends that the Town Council make any appointments to the Architectural Commission which may become necessary as a result of making the aforementioned appointments.

GENERAL INFORMATION

- **Peter Knowles II**, regular member, **is not eligible for re-appointment.**
- **Martin Gruss**, regular member, **is eligible for re-appointment, but did not submit an Application for Service on the Architectural Commission.**
- **Maisie Grace**, alternate member, has filed an Application for Service on the Architectural Commission. She has indicated that she is interested in promotion to regular member status should a regular member seat become available.
- **John David Corey**, alternate member, has filed an Application for Service on the Architectural Commission. He has indicated that he is interested in promotion to regular member status should a regular member seat become available.
- **Betsy Shiverick**, alternate member, has filed an Application for Service on the Architectural Commission. She has indicated that she is interested in promotion to regular member status should a regular member seat become available.
- **Bob Vila** has filed an Application for Service on the Architectural Commission.
- **Kenn Karakul** has filed an Application for Service on the Architectural Commission.
- Pursuant to the news release notifying the public of the upcoming vacancies on the Architectural Commission, persons have submitted an Application for Service

- on the Architectural Commission together with other appropriate qualifying information.
- All applicants are registered voters in the town as required by Section 18-167 (b) Qualifications of Members, Palm Beach Code of Ordinances.

Attachments

JP:kmc

cc: Susan Owens, Town Clerk
Veronica Close, Assistant Director of Planning, Zoning and Building
John Lindgren, Planning Administrator

TO THE ARCHITECTURAL COMMISSION

Town Council Meeting on March 14, 2017

Position(s) to be filled: (2) Regular Members - Terms to expire 3/2020
(Due to term expiration of Peter Knowles, II)
(Due to term expiration of Martin Gruss)

Please circle 2 name(s) from the list of names appearing below

Regular Members seeking Re-appointment

Note: Regular Member Knowles is not eligible for reappointment and Regular Member Gruss is eligible for reappointment but did not reapply

Alternate Members Applying for Regular Member Seat

Maisie Grace	Serving Term 2 as an alternate member
John David Corey	Serving Term 1 as an alternate member
Betsy Shiverick	Serving Term 1 as an alternate member

Others Who Have Submitted Applications

Bob Vila
Kenn Karakul

Signature of Town Council Member: _____

**Any currently serving Alternate who is not elevated to the position of Regular Member will retain his/her current position, provided that the Alternate Member's term is active.*

Ballot Form Date 3/14/2017



ARCHITECTURAL COMMISSION MEMBERS

<u>NAME AND ADDRESS</u>	<u>APPOINTED</u>	<u>TERM EXPIRES</u>
Richard Sammons, Chairman ARCHITECT	3/2015 3/2012	3/2018 (Term 2) 3/2015 (Term 1)
Ann Vanneck, Vice Chairman	3/2015 3/2012 3/2011	3/2018 (Term 2) 3/2015 (Term 1) 3/2012 (Term 0*)
	*Fulfilling unexpired member term of Leslie Diver, serving 12 mo., (less than 50% of a term)	
Robert N. Garrison - ARCHITECT	3/2015 7/15/2014	3/2018 (Term 1) 3/2015 (Term 0*)
	*Fulfilling the unexpired term of Zukov, serving less than ½ term	
Alexander C. Ives	3/2016 3/2015 3/2012 3/2011	3/2019 (Term 1) 3/2018 (Term 2 alternate) 3/2015 (Term 1 alternate) 3/2012 (Term 0* alternate)
	*Fulfilling unexpired alternate term of Ann Vanneck, serving 12 mo., (less than 50% of a term)	
Michael B. Small	3/2016 3/2015 3/2013	3/2019 (Term 1) 3/2018 (Term 2 alternate) 3/2015 (Term 1* alternate)
	*Fulfilling unexpired alternate term of Dr. Martin Phillips; serving 2 yrs., (more than 50% of a term)	
VACANT		
VACANT		
 <u>Alternate Commission Members</u>		
Maisie Grace (Alternate)	3/2016 7/15/2014	3/2019 (Term 2) 3/2016 (Term 1*)
	*Fulfilling the unexpired term of Gruss, serving more than ½ term	
John David Corey (Alternate)	3/2016	3/2019 (Term 1)
Betsy Shiverick (Alternate)	3/2016	3/2019 (Term 1)



**TOWN OF PALM BEACH
ARCHITECTURAL REVIEW COMMISSION
ATTENDANCE RECORD 2017**

MEMBERS

Richard Sammons
Ann Vanneck
Peter Knowles
Martin D. Gruss
Robert N. Garrison
Alexander C. Ives
Michael B. Small

1/25/2017	P	2/22/2017	P	3/22/2017	4/26/2017	5/24/2017	6/28/2017	7/26/2017	8/23/2017	9/27/2017	10/25/2017	11/29/2017	12/15/2017

ALTERNATE MEMBERS

Alicia "Maisie" Grace
John David Corey
Betsy Shiverick

P	P	P	P

LEGEND P=PRESENT

E=EXCUSED

U=UNEXCUSED

A=ABSENT PENDING CLASSIFICATION AS "EXCUSED" OR "UNEXCUSED"

X=COMMISSION DID NOT MEET

#=TERM EXPIRED

**=PROMOTED TO REGULAR MEMBER

ARCHITECTURAL REVIEW COMMISSION

ATTENDANCE RECORD 2016

MEMBERS

Robert Vila	P	1/27/2016	2/24/2016	3/23/2016	4/27/2016	5/25/2016	6/22/2016	7/27/2016	8/24/2016	9/28/2016	10/26/2016	11/30/2016	12/28/2016
Kenn Karakul	P		P	#	#	#	#	#	#	#	#	#	#
Richard Sammons	P		P	P	P	P	P	P	U	P	P	P	U
Ann Vanneck	P		P	P	P	P	P	P	P	P	P	P	P
Peter Knowles	P		P	U	P	P	P	P	P	P	P	P	P
Martin D. Gruss	P		P	P	P	P	U	P	P	P	P	P	U
Robert N. Garrison	P		P	P	P	P	P	U	P	P	U	P	P
Alexander C. Ives	*		*	P	E	P	P	P	P	P	P	P	P
Michael B. Small	*		*	P	P	P	P	P	P	P	P	P	P

ALTERNATE MEMBERS

Alexander C. Ives	P	**	**	**	**	**	**	**	**	**	**	**	**
Michael B. Small	P	**	**	**	**	**	**	**	**	**	**	**	**
Alicia "Maisie" Grace	P	P	P	P	P	P	P	P	E	P	P	P	P
John David Corey	*	*	*	P	P	P	P	P	P	P	P	P	P
Betsy Shiverick	*	*	*	P	P	P	P	P	P	P	P	P	U

LEGEND P=PRESENT

E=EXCUSED

U=UNEXCUSED

A=ABSENT PENDING CLASSIFICATION AS "EXCUSED" OR "UNEXCUSED"

X=COMMISSION DID NOT MEET

#=TERM EXPIRED

**PROMOTED TO REGULAR MEMBER

*ELECTED TO COMMISSION 3/16

ARCOM ATTENDANCE RECORD 2015

	1/15	2/15	3/15	4/15	5/15	6/15	7/15	8/15	9/15	10/15	11/15	12/15
<u>MEMBERS</u>												
ROBERT VILA	_P__	_P__	_P__	_P__	_P__	_U__	_P__	_P__	_U__	_P__	_P__	_P__
KENN KARAKUL	_U__	_P__	_P__	_P__	_P__	_P__	_P__	_P__	_U__	_P__	_P__	_P__
ANN VANNECK	_P__	_P__	_P__	_P__	_P__	_E__	_P__	_P__	_P__	_P__	_P__	_P__
PETER I.C. KNOWLES	_P__	_P__	_P__	_P__	_P__	_P__	_P__	_P__	_P__	_E__	_P__	_P__
RICHARD SAMMONS	_P__	_P__	_P__	_U__	_P__	_P__	_E__	_U__	_P__	_P__	_P__	_P__
MARTIN D. GRUSS	_P__	_P__	_P__	_U__	_P__	_U__	_P__	_P__	_P__	_P__	_P__	_P__
ROBERT N. GARRISON	_P__	_P__	_P__	_P__	_P__	_U__	_P__	_P__	_P__	_U__	_P__	_P__
												P
<u>ALTERNATE MEMBER</u>												
ALEXANDER C. IVES	_P__	_P__	_P__	_P__	_P__	_P__	_P__	_P__	_P__	_P__	_P__	_P__
MICHAEL B. SMALL	_P__	_P__	_P__	_P__	_P__	_P__	_P__	_P__	_P__	_P__	_P__	_P__
ALICIA “MAISIE” GRACE	_P__	_P__	_P__	_P__	_P__	_U__	_P__	_P__	_P__	_P__	_P__	_U__

LEGEND: P= present
 E=excused absence
 U=un excused absence
 A=absence pending classification as excused or un excused

ARCOM ATTENDANCE RECORD 2014

MEMBERS

	1/14	2/14	3/14	4/14	5/14	6/14	7/14	8/14	9/14	10/14	11/14	12/14
ROBERT VILA	P_	P_	P_	P_	P_	A_	P_	P_	P_	P_	U_	P_
KENN KARAKUL	P_	U_	P_	P_	P_	P_	P_	P_	P_	P_	P_	P_
NIKITA ZUKOV	P_	E_	P_	P_	resigned							
ANN VANNECK	P_	P_	P_	P_	P_	P_	P_	P_	P_	P_	P_	P_
HENRY HOMES III	P_	P_	P_	P_	resigned							
PETER I.C. KNOWLES	P_	P_	P_	P_	P_	P_	P_	P_	P_	P_	P_	P_
RICHARD SAMMONS	P_	P_	P_	U_	P_	P_	E_	P_	U_	P_	P_	P_
MARTIN D. GRUSS							P_	P_	U_	P_	P_	P_
ROBERT N. GARRISON							U_	P_	P_	P_	P_	P_

ALTERNATE MEMBER

MARTIN D. GRUSS	P_	P_	P_	P_	P_	P_	(promoted to regular member)					
ALEXANDER C. IVES	P_	P_	P_	P_	P_	P_	P_	P_	P_	U_	U_	U_
MICHAEL B. SMALL	P_	E_	P_	P_	P_	P_	P_	P_	U_	P_	P_	P_
ALICIA "MAISIE" GRACE							P_	P_	P_	U_	U_	P_

LEGEND: P= present
 E=excused absence
 U=un excused absence
 A=absence pending classification as excused or un excused

TOWN OF PALM BEACH
ARCHITECTURAL REVIEW COMMISSION

VOTING CONFLICTS 2017

<u>MEMBERS</u>	
Richard Sammons	VPD
Ann Vanneck	VPD
1/25/2017	VPD
2/22/2017	VPD
3/22/2017	
4/26/2017	
5/24/2017	
6/28/2017	
7/26/2017	
8/23/2017	
9/27/2017	
10/25/2017	
11/29/2017	
12/15/2017	

ALTERNATE MEMBERS

Alicia "Maisie" Grace
John David Corey
Betsy Shiverick

LEGEND V=One voting conflict during a meeting
V2=two voting conflicts during a meeting
VPD=voting conflict previously declared

VPD to be used when a conflict has been declared at a previous meeting for an ongoing project. The originally declared conflict will be counted only for ongoing projects, per JCR.

Excessive conflicts of interest are defined as five or more conflicts of interest in any one calendar year.

* Elected to Commission 3/9

**** Promoted to regular member**

TOWN OF PALM BEACH
ARCHITECTURAL REVIEW COMMISSION

VOTING CONFLICTS 2016

MEMBERS

Robert Vila

Kenn Karakul

Richard Sammons

Ann Vanneck

Peter Knowles

Martin D. Gruss

Robert N. Garrison

Alexander C. Ives

Michael B. Small

ALTERNATE MEMBERS

Alexander C. Ives

Michael B. Small

Alicia "Maisie" Grace

John David Corey

Betsy Shiverick

LEGEND V=One voting conflict during a meeting

V2=two voting conflicts during a meeting

VPD=voting conflict previously declared

VPD to be used when a conflict has been declared at a previous meeting for an ongoing project. The originally declared conflict will be counted only for ongoing projects, per JCR.

Excessive conflicts of interest are defined as five or more conflicts of interest in any one calendar year.

* Elected to Commission 3/9

****Promoted to regular member**

Term expired

1/27/2016	
2/24/2016	△
3/23/2016	△ # #
4/27/2016	# #
5/25/2016	# #
6/22/2016	# #
7/27/2016	# #
8/24/2016	# #
9/28/2016	△ # #
10/26/2016	△ # #
11/23/2016	# #
12/28/2016	# #

[illegible]

*

*

ARCOM VOTING CONFLICTS 2015

	1/15	2/15	3/15	4/15	5/15	6/15	7/15	8/15	9/15	10/15	11/15	12/15
<u>MEMBERS</u>												
ROBERT VILA	—	—	—	—	—	—	—	—	—	—	—	—
KENN KARAKUL	—	—	—	—	—	—	—	VPD	—	—	—	—
ANN VANNECK	—	—	—	—	—	—	—	—	—	—	—	—
PETER I.C. KNOWLES	—	—	—	—	—	—	—	—	—	—	—	—
RICHARD SAMMONS	—	V _	VPD	—	V _	VPD	—	—	V _	—	—	—
MARTIN D. GRUSS	—	—	—	—	V _	—	—	—	—	—	—	—
ROBERT N. GARRISON	—	—	—	—	—	—	—	—	—	—	—	—
<u>ALTERNATE MEMBER</u>												
ALEXANDER C. IVES	—	—	—	—	—	—	—	—	V _	—	—	—
MICHAEL B. SMALL	—	—	—	—	—	—	—	—	—	—	—	—
ALICIA “MAISIE” GRACE	—	—	—	—	—	—	—	—	—	—	—	—

LEGEND: V = one voting conflict during a meeting
V2 = two voting conflicts during a meeting
VPD = voting conflict previously declared

⁵³ VPD to be used when a conflict has been declared at a previous meeting for an ongoing project.

⁵³ The originally declared conflict will be counted only for ongoing projects, per JCR

Excessive conflicts of interest are defined as ~~three~~ five (revised 2013) or more conflicts of interest in any one calendar year

ARCOM VOTING CONFLICTS 2014

MEMBERS

	1/14	2/14	3/14	4/14	5/14	6/14	7/14	8/14	9/14	10/14	11/14	12/14
ROBERT VILA	V _	—	—	—	—	—	—	—	—	—	—	—
KENN KARAKUL	—	—	—	—	—	—	V _	—	—	—	—	—
NIKITA ZUKOV	—	—	—	—	—	_resigned	—	—	—	—	—	—
ANN VANNECK	—	—	—	—	—	—	—	—	—	—	—	—
HENRY HOMES III	—	—	—	—	—	_resigned	—	—	—	—	—	—
PETER I.C. KNOWLES	—	—	—	—	—	—	—	—	—	—	—	—
RICHARD SAMMONS	—	—	—	VPD	—	—	—	—	—	—	—	—
MARTIN D. GRUSS	—	—	—	—	—	—	—	—	—	—	—	—
ROBERT N. GARRISON	—	—	—	—	—	—	—	—	—	—	—	—
<u>ALTERNATE MEMBER</u>												
MARTIN D. GRUSS	—	—	—	—	—	—	—	—	(promoted to regular member)			
ALEXANDER C. IVES	—	—	—	—	—	—	—	—	—	—	—	—
MICHAEL B. SMALL	—	—	—	—	—	—	—	—	—	—	—	—
ALICIA "MAISIE" GRACE	—	—	—	—	—	—	—	—	—	—	—	—

LEGEND: V = one voting conflict during a meeting
V2 = two voting conflicts during a meeting
VPD = voting conflict previously declared

TOWN OF PALM BEACH

Town Council Meeting on: March 14, 2017

Section of Agenda

Regular Agenda - New Business

Agenda Title

Appointments to the Retirement Board of Trustees

Presenter

William P. Hanes, Pension Administrator

ATTACHMENTS:

- ▣ **Memorandum Dated March 14, 2017 from William Hanes, Pension Administrator**
- ▣ **Ballot for appointment of members TOPB Retirement System March 14, 2017**
- ▣ **TOPB Retirement Board of Trustees Roster**
- ▣ **Attendance Record**

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 14, 2017

To: Mayor and Town Council

Via: Thomas Bradford, Town Manager

From: William P. Hanes, Pension Administrator

Re: Town of Palm Beach Retirement System

Date: March 14, 2017

STAFF RECOMMENDATION

Staff recommends that the Town Council appoint two members to the Town of Palm Beach Retirement System Board of Trustees.

GENERAL INFORMATION

The Retirement Board of Trustees acts in a fiduciary capacity for the Town's retirement funds and in an advisory capacity to the Town Council on matters relating to the administration of the Town's various retirement plans.

Four applications have been received and submitted for review and appointment.

These appointments are to fill terms concluding March 31, 2020.

Attachments

C: Danielle Olson, Director of Human Resources

**BALLOT FOR APPOINTMENT OF MEMBERS
TO THE TOWN OF PALM BEACH RETIREMENT SYSTEM
BOARD OF TRUSTEES**
Town Council Meeting on March 14, 2017

Positions to be filled:

2 Members Term to Expire 03/31/2020

Please select Two applicants

Applications Submitted By:

_____ Ms. Kathleen M. Anderson	_____ Term ending 3/31/20
_____ Ms. Rosemary G. Carpenter	_____ Term ending 3/31/20
_____ Mr. C. Edward Carter	_____ Term ending 3/31/20
_____ Mr. C. Gerald Goldsmith	_____ Term ending 3/31/20

Signature of Town Council Member: _____



Town of Palm Beach

RETIREMENT BOARD ROSTER

Town Appointees

Wilbur L. Ross Jr., Chairman*

Appointed April 1, 2014 for 3 year term

C. Gerald Goldsmith

Appointed April 1, 2014 for 3 year term

Daniel W. Stanton

Appointed April 1, 2015 for 3 year term

Bradford D. Kaufman

Appointed April 1, 2016 for 3 year term

Jeffrey Amling

Appointed April 1, 2016 for 3 year term

Employee Elected

Brett Madison-General Group, Secretary

Elected April 1, 2015 for 3 year term

Michael Marx-Firefighter Group

Elected April 1, 2014 for 3 year term

Daniel Wilkinson -Police Officer Group

Elected April 1, 2016 for 3 year term

Thomas Bradford, Town Manager

Serves Ex Officio

*Wilbur Ross resigned February 27, 2017

**TOWN OF PALM BEACH
RETIREMENT SYSTEM BOARD**

ATTENDANCE RECORD 2016-2017

MEMBERS	11/20/15	12/14/15- Special Meeting	3/7/16	4/8/16 Special Meeting	5/20/16	8/19/16	11/18/16	3/3/17	5/19/17	8/18/17
Goldsmith	P	P	P	P	P	P	P	P		
Ross	P	P	P	P	P	P	P	*		
Kaufman	P	P	P	A	P	P	P	P		
Madison	P	P	P	P	P	P	P	P		
Wilkinson	P	P	P	A	A	P	A	P		
Marx	P	P	P	P	P	P	P	P		
Bradford	P	P	P	A	P	P	P	P		
Daniel Stanton	P	P	P	A	P	P	P	P		
Jeffrey Amling	**	**	**	P	P	P	P	P		

Legend: S=Special Meeting, P=Present, E=Excused, U=Unexcused, A=Absence pending classification as excused or unexcused

Allowed 2 unexcused absences per 12 month period

Special Meetings are not subject to the attendance policy

*Wilbur Ross resigned 2-27-17

**Jeffrey Amling appointed April 1, 2016

TOWN OF PALM BEACH

Town Council Meeting on: March 14, 2017

Section of Agenda

Regular Agenda - New Business

Agenda Title

RESOLUTION NO. 31-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Design, Bid, and Construction Phase Engineering Services to Mock, Roos and Associates, Inc., in an Amount of \$895,062 for the D-14 Pump Station Improvements, and Establishing a Design, Bid, and Construction Phase Engineering Services Budget of \$935,000.

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated March 1, 2017, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 31-2017**
- ▣ **Mock Roos & Associates Proposal**

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 14, 2017

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

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

RE: Approve a Purchase Order for Design, Bid, and Construction Phase Engineering Services for the D-14 Pump Station Improvements
Accelerated Capital Improvement Program – Phase 2
Resolution No. 31-2017

DATE: March 1, 2017

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 31-2017 approving a purchase order to Mock, Roos and Associates, Inc. (MRA), for engineering design, bid, and construction phase engineering services in the amount of \$895,062 for the D-14 Pump Station Improvements and establishing an engineering design, bid, and construction phase services budget of \$935,000, including contingency.

GENERAL INFORMATION

As part of the Accelerated Capital Improvement Program (ACIP) Phase II, a condition assessment was performed by MRA in 2016 on all the Town's sanitary sewer stations. The stations in the assessment were graded from one (1), in like new condition, to five (5), in need of immediate replacement.

The D-14 Pump Station, located adjacent to the northwest corner of the Society of the Four Arts received a conditional assessment value of four (4) for various elements within the station, meaning improvements were needed in the next 2-5 years. Some of the repairs needed to the stations are: replace pumps, pump cans, discharge piping, generator, replace valves, conduits, seals, wiring, controls, doors/door frames, instrumentation, control panels, and repairs to the actual structure.

At the February 14, 2017 Town Council meeting, Council ratified the selection committee recommendation and the ranking of the firms. Out of the six (6) firms that submitted, MRA was the top ranked firm. With Purchasing's assistance, staff negotiated a design, bid, and construction phase services contract with MRA in the amount of \$895,062, for the scope of services identified in their proposal. The negotiated cost for the design and bid phase services is \$496,932, which was \$100,000 less than the estimated design budget in the 2016 ACIP Phase II program budget, and the construction phase engineering services is \$398,130 for the combined total of \$895,062. Staff recommends a total design, bid, and construction phase services budget

of \$935,000, which includes \$39,938 in general contingency for the construction phase engineering services.

Based on previous guidance from Town Council. Staff will be presenting the Engineer's Opinion of Probable Construction Cost to Council after the 30% design submittal to compare it with the estimated construction budget as described in the 2016 ACIP Phase II program budget.

FUNDING/FISCAL IMPACT

Funding for the Design, Bid, and Construction Phase Engineering Services of the D-14 Pump Station Improvements is contained within the Town's Accelerated Capital Improvement Program Phase II Budget, as revised in July 2016.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

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

Attachments

cc: Jane Struder, Director of Finance
Patricia Strayer, P.E., Town Engineer
Douglas Terry, Water Resources Division Manager
Jeffrey M. Sanon, P.E., Project Engineer
Adis Pedraza, Purchasing Manager

RESOLUTION NO. 31-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER FOR DESIGN, BID, AND CONSTRUCTION PHASE ENGINEERING SERVICES TO MOCK, ROOS AND ASSOCIATES, INC., IN AN AMOUNT OF \$895,062 FOR THE D-14 PUMP STATION IMPROVEMENTS, AND ESTABLISHING A DESIGN, BID, AND CONSTRUCTION PHASE ENGINEERING SERVICES BUDGET OF \$935,000.

* * * * *

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 Mock, Roos and Associates, Inc., in an amount of \$895,062 for Design, Bid, and Construction Phase Engineering Services for the D-14 Pump Station Improvements, and establishes a total design, bid, and construction phase engineering budget of \$935,000.

Section 2. The Town Manager is hereby authorized to execute a purchase order on behalf of the Town of Palm Beach for these improvements, and is authorized to approve additional tasks, as necessary, within budget.

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

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 14th day of March 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Susan A. Owens, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member

MOCK • ROOS

ENGINEERS • SURVEYORS • PLANNERS

March 1, 2017

Mr. Jeff Sanon, P.E.
Town of Palm Beach
P.O. Box 2029
Palm Beach, FL 33480-2029

Ref. No. B6025.00
Subject: D-14 Stormwater Pump Station Renovation
Design, Bid and Engineering During Construction Services

Dear Mr. Sanon:

We are submitting the attached *Proposal To Provide Design, Bid and Engineering During Construction Services for the D-14 Stormwater Pump Station Renovation*. Please review the attached proposal and return one signed copy to our office as our authorization to proceed with the Scope of Services outlined in the proposal.

We will provide the *Design and Bid Scope of Services* for a lump sum of \$496,932 and the *Engineering During Construction Scope of Services* on an hourly not to exceed basis with an estimated upper fee limit of \$398,130.

If you have any questions please contact me at 683-3113, extension 293. Thank you for using Mock•Roos on this project. We look forward to working with you.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC.

Garry G. Gruber, P.E.
Senior Vice President

GGG:jeh

Copies: Patricia Strayer, P.E.
Bookkeeping

\\FILESERVER\Letters\mk\B6025.00\ls01ggjh.docx.doc

Mock, Roos & Associates, Inc.

5720 Corporate Way, West Palm Beach, Florida 33407-2066, (561) 683-3113, fax 478-7248

Proposal To Provide Design, Bid and Engineering During Construction Services for the D-14 Stormwater Pump Station

Services to be provided by: Mock•Roos

Services provided to (Town): Town of Palm Beach

Proposal Date: March 1, 2017

Proposal Terms

A. Project Understanding:

The Town is planning to move forward with the necessary improvements to its D-14 Stormwater Pump Station identified in the Town's recent Stormwater Pump Station Assessment report. Mock•Roos and its consultants will provide design, bid and engineering during construction services for the recommended improvements as outlined in **B. Scope of Services** below.

B. Scope of Services:

Task 1 – Project Control/ Meetings/Technical Coordination Meetings

Project Control includes all aspects of project management and coordination, including attendance at a Project kick-off meeting, preparation of a QA/QC Plan, and maintenance of the Project Schedule.

Mock•Roos shall prepare for and attend monthly progress review meetings with the Town. At the progress review meetings, Mock•Roos shall update the Town on work in progress, inform the Town of problems or delays as they are encountered, and receive input from Town staff on a continuing basis throughout the course of work on the Project.

At each monthly meeting, Mock•Roos shall provide the Town with a Monthly Project Status Report. This Report shall generally include the following: activities accomplished in the previous months, present issues and concerns encountered during the Project, planned actions for the next month, and updated schedule.

Technical Coordination Meetings. Mock•Roos' team members shall arrange and participate in meetings with the Town staff and/or others to discuss and coordinate on various technical issues/topics relating to this project.

Provide, manage and coordinate the services of engineering subconsultants.

Task 2 – Stakeholder Meetings

Various stakeholder groups will be engaged to assure that issues and concerns regarding the Project are addressed, this includes construction activities and how temporary disruption can be kept to a minimum. Mock•Roos shall assist the Town in briefing the stakeholder group(s) on the Project and the stakeholders will be given an opportunity to present issues and concerns.

Mock•Roos shall develop a meeting agenda and coordinate location and staff attendance for the stakeholder meetings. Mock•Roos shall conduct a follow-up meeting with the Town as needed to discuss key issues of the meeting.

Task 3 – ARCOM and Zoning Approval Process

Provide the following services related to ARCOM and Zoning Approval Processes:

- Complete the ARCOM and Zoning application.
- Complete the zoning application submittal which includes 12 sets of 11x17 construction drawings and 2 sets of 24x36 signed and sealed construction drawings.
- Complete ARCOM review submittals where each submittal includes 14 sets of 11x17 construction drawings. This task includes revisions due to reasonable rounds of comments from the initial submittal.
- Prepare PowerPoint presentations which consists of the items listed below. This task includes revisions due to reasonable rounds of comments from the initial submittal.
 - Color Site Plan
 - Color Elevations
 - Photo Simulations of the completed improvements
 - Paint color selections
- Complete ARCOM electronic file submittals that include the PowerPoint Presentation.
- Conduct presentation at the Planning and Zoning Commission Meeting.
- Conduct presentation at the ARCOM meeting of the project.

Task 4 – Design Phase Services

Mock•Roos shall prepare typical design calculations, plans, specifications, and other required deliverables for Project components based on industry practice for such facilities to advance the Project design through 100-percent complete documents for bidding. Review of previous and existing designs and coordination with Town staff shall be performed to ensure the proposed improvements are in accordance with the Town's Operation and Maintenance (O&M) goals.

Prepare a topographic survey basemap in AutoCAD showing field information, property lines and easements. Survey will be performed in accordance with Chapter 5J-17, Florida Administrative Code, Pursuant to Section 472.027 of the Florida Statutes. Existing property lines and easements will be shown based on recorded plats; no research of the public records is included in this Scope of Services. Record drawing information for the pump station and related facilities will be incorporated into the basemap for construction drawing development.

Evaluate drainage basin hydraulics to confirm/recommend individual pump sizing and capacities. Conduct permit research and review, review pump operational data, develop ICPR model to approximate the drainage system and run various simulations. Provide letter report to document findings. Design of off-site collection system improvements is not included in this Scope of Services.

Finalize conceptual sizing of the proposed pump station pumps and power generator systems based on modeling results. Coordinate with various manufacturers of the major equipment components.

Perform necessary structural and mechanical analysis and calculations for the pump station wetwell, building and seawall.

Submit and attend review meetings with Town staff at 30%, 60%, 90% and final completion stage intervals and incorporate review comments. The submittals generally shall include, but not be limited to, the following:

- Construction Drawings and Specifications (Civil/Site, Structural, Mechanical, and Electrical)
- Design Calculations
- Engineer's Opinion of Probable Construction Cost
- Construction Schedule

Anticipated construction drawing sheets are as follows:

- *Cover Sheet, Location Map and Legend and General Notes*
- *Existing Site and Demolition Plan*
- *Phasing Plan*
- *Proposed Site Plan*
- *Building Equipment Layouts*
- *Proposed Site Plan*
- *Civil Details*
- *Pump Station Wetwell Structural Plan, Sections and Details*
- *Pump Station Seawall Plan, Sections and Details*
- *Building Structural Plan, Sections, Details*
- *Building Elevations and Architectural Details*
- *Pump Station Pump and Piping Plan, Sections and Details*
- *Pump Support Plan and Elevations*

- *Hoist Supports and Details*
- *Generator Mechanical Room Plan and Sections*
- *Grating Supports and Details*
- *Electrical Riser and Floor Plans*
- *Electrical Schedules and Miscellaneous Details*
- *Pump Control Panel Diagrams and Details*
- *Control Logic*
- *Plumbing Floor Plans*
- *Ventilation Plan, Schedules and Details*
- *Landscape Plans and Details*

In addition, develop specialty design drawings to depict demolition, acceptable staging/storage areas, MOT plans and temporary pumping configurations.

Estimate quantities, review preliminary cost opinion from the Town's recent Stormwater Pump Station Assessment report, previously completed, and prepare an updated "Engineer's Opinion of Probable Construction Cost". Review "Engineer's Opinion of Probable Construction Cost" with Town at each review meeting.

Prepare detailed Technical Specifications for major equipment such as pumps, generators, and piping for Town's use in directly procuring equipment.

Review Town's front-end documents and provide recommendations related to construction timeframe, bidder qualifications, and liquidated damage amounts. Prepare a Schedule of Values to be used by the Town to receive competitive bids.

Mock•Roos shall have engineering professionals and construction specialists not directly involved in the design of the facilities perform constructability reviews. The reviews shall focus on the construction to be performed and the potential for modification of the designs to reduce project costs without affecting quality and intended performance, allocating risk and minimizing the potential for construction claims and schedule delays.

Prepare courtesy letter to SFWMD indicating improvements will be implemented as "maintenance activities". *No permit modification is anticipated or included in the Scope of Services as the proposed improvements will not increase the overall capacity of the pump stations. It is also assumed that no Corps permitting or submerged land leases will be required.*

Task 5 – Bid Phase Services

Provide bid phase assistance consisting of:

- Attend pre-bid meeting
- Provide written answers or clarification to contractor written questions. Assist the Town in preparing the resulting addenda, as necessary
- Attend bid opening
- Assist in contacting low bidder's references
- Provide a letter of recommendation of award

Task 6 – Engineering During Construction

Conduct a pre-construction meeting with Town's Contractor, subcontractors, Town staff and subconsultant staff. Prepare and distribute meeting minutes.

Review the Contractor's project construction schedule and schedule updates on a monthly basis. Provide review comments as necessary. A total of 7 reviews are included in this proposal.

Receive, distribute, track and provide reviews of Contractor's fabrication shop drawing and engineering submittals for conformance with the Contract Documents. Up to two reviews per shop drawing submittal are included to address comments. As appropriate, Contractor submittals will be provided to Town for Town review concurrent to Mock•Roos' review.

Provide the services of a part-time field representative to perform site observations of the day-to-day work activities for conformance with the Contract Documents. Field representative will prepare field observation reports for each site visit. A total of 32 hours per week are included for an anticipated active construction period of 7 months.

Perform the services of a professional engineer to perform periodic site observations of the day-to-day work activities for conformance with the Contract Documents.

Attend formal weekly construction meeting with Contractor, subcontractors, and Town staff. Prepare and distribute meeting minutes.

Receive, distribute, track and provide reviews and responses to all Request for Information (RFI) submittals.

Review, recommend, and prepare minor field directive changes and/or contingency expenditures, as requested by the Contractor or the Town.

Review, recommend, and prepare Change Orders, as requested by the Contractor or the Town. Assistance will include a thorough review of the need for the change, review of the information provided,

and development of appropriate paperwork using the AIA (or similar form) with detail of the materials, subcontract charges, labor, equipment and overhead.

Provide a monthly "Project Status Report" to the Town. Report may include field observation reports, photos, project status, and identification of potential issues for that given month.

Provide review and payment recommendations for monthly pay applications and one final pay application based on field observations and percent completion. Pay application review includes field quantity verification. A total of 8 pay applications are included.

Perform one (1) "substantial completion" walk-through with the Contractor, subcontractors, Town staff and subconsultants. Prepare and distribute "substantial completion certificate(s)" and associated punch lists.

Perform one "final completion" walk-through of the entire project with the Contractor, subcontractors, Town staff and subconsultants.

Coordinate construction project closeout with the Contractor and Town. Review and distribute closeout package provided by the Contractor, including test data, densities, submittals, applicable permit(s).

Review Contractor's record drawing submittal to check for conformance with the Contract Documents and the design intent.

Review Contractor's Operation and Maintenance (O&M) manuals and product warranties for installed equipment.

Coordinate operator training and equipment start-ups for installed equipment.

Perform coordination with permitting agencies as necessary and for project closeout.

Provide, manage and coordinate the services of engineering subconsultants for their respective disciplines of work.

C. Additional Services:

1. Any services not included in the Scope of Services will be considered Additional Services.
2. Any design changes, schedule changes, drawing changes, or other project changes requested by Client will be considered Additional Services.
3. Additional Services can be provided upon Mock•Roos receiving signed authorization from Client.

4. Construction Phase Services are not included in this proposal. It is anticipated that they will be authorized as Additional Services under a separate authorization.

D. Fees and Rates:

1. We will provide the *Design and Bid Scope of Services* for a lump sum of \$496,932 and the *Engineering During Construction Scope of Services* on an hourly not to exceed basis with an estimated upper fee limit of \$398,130.
2. Mock•Roos can provide Additional Services at the Mock•Roos rates in effect at that time, plus any reimbursable expenses, or for an agreed upon lump sum fee.

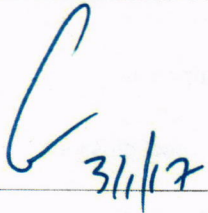
E. Conditions:

1. All terms become valid upon Mock•Roos receiving one complete copy of this proposal within 30 days of its date.
2. In case of discrepancies, the terms of this proposal supersede those of previous agreements.

F. Acceptance and Authorization to Proceed:

1. This proposal is acceptable and Mock•Roos has authorization to proceed with the Scope of Services. This authorization becomes valid upon Mock•Roos receiving a Purchase Order for these services.

MOCK•ROOS

Signed:  3/1/17

Name: Garry G. Gruber, P.E.

Title: Senior Vice President

Date: March 1, 2017

TOWN OF PALM BEACH

Town Council Meeting on: March 14, 2017

Section of Agenda

Regular Agenda - New Business

Agenda Title

Waiver to Town Code 42-198 and 199 for Work During Season by Florida Power and Light at 255 South County Road.

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated February 24, 2017, from H. Paul Brazil, P.E.,
Director of Public Works**
- ▣ **FPL Letter dated February 24, 2017**

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 14, 2017

TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

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

RE: Waiver to Town Code 42-198 and 199 for Work During Season by Florida Power and Light at 255 South County Road

DATE: February 24, 2017

STAFF RECOMMENDATION

Town staff recommends that the Town Council approve the waiver to Town Code 42-198 and 199 for work during season by Florida Power and Light (FPL) at 255 South County Road.

GENERAL INFORMATION

In an effort to facilitate construction progress at the Wells Fargo site, FPL is requesting to close one of the two westbound traffic lanes (westbound right lane east of South County Road) on Royal Palm Way for three (3) consecutive days during normal work hours. This lane closure will allow FPL to install the facilities required to provide permanent power to the renovated Wells Fargo building under construction at 255 South County Road. Anderson-Moore Construction Corp. has reached a phase in the project where permanent power is essential in order to continue construction on the property.

The requested work is located at the N.E. corner of the S. County Road and Royal Palm Way intersection. This work will require a lane closure spanning three (3) days with the crews working as much as eight (8) hours per day. The sidewalk at this location will also be closed due to the crews and their machinery blocking access to pedestrians. A short outage of 15-20 minutes will occur when the crews switch the power source for the traffic signals. The outage will be coordinated between FPL and the Town's Police Department to minimize traffic impacts and maintain safety. A brief schedule of the work is indicated below:

Wilco: Tuesday, March 21 st	9:00am - 5:00pm
FPL: Wednesday, March 22 nd	9:00am - 2:30pm
FPL: Thursday, March 23 rd	9:00am - 2:30pm

A letter from FPL with maintenance of the traffic plan and construction prints, detailing the overhead and underground installations, is attached.

FUNDING/FISCAL IMPACT

There is no funding/fiscal impact related to this item.

Attachments

cc. Kirk Blouin, Director of Public Safety
Patricia Strayer, P.E., Town Engineer
Robert Weese, Florida Power and Light
Bradley Ferraro, Florida Power and Light



February 24, 2017

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

Re: Lane Closure: Wells Fargo- 255 S. County Rd., Palm Beach, FL 33480

Town of Palm Beach Council:

Florida Power and Light (FPL) is requesting to close one of the two westbound traffic lanes on Royal Palm Way for three days. This lane closure will allow Wilco and FPL to install the facilities required to provide permanent power to the renovated Wells Fargo building at 255 S. County Rd. Anderson-Moore Construction Corp. has reached a phase in this project where permanent power is essential in order to continue the renovations throughout the property.

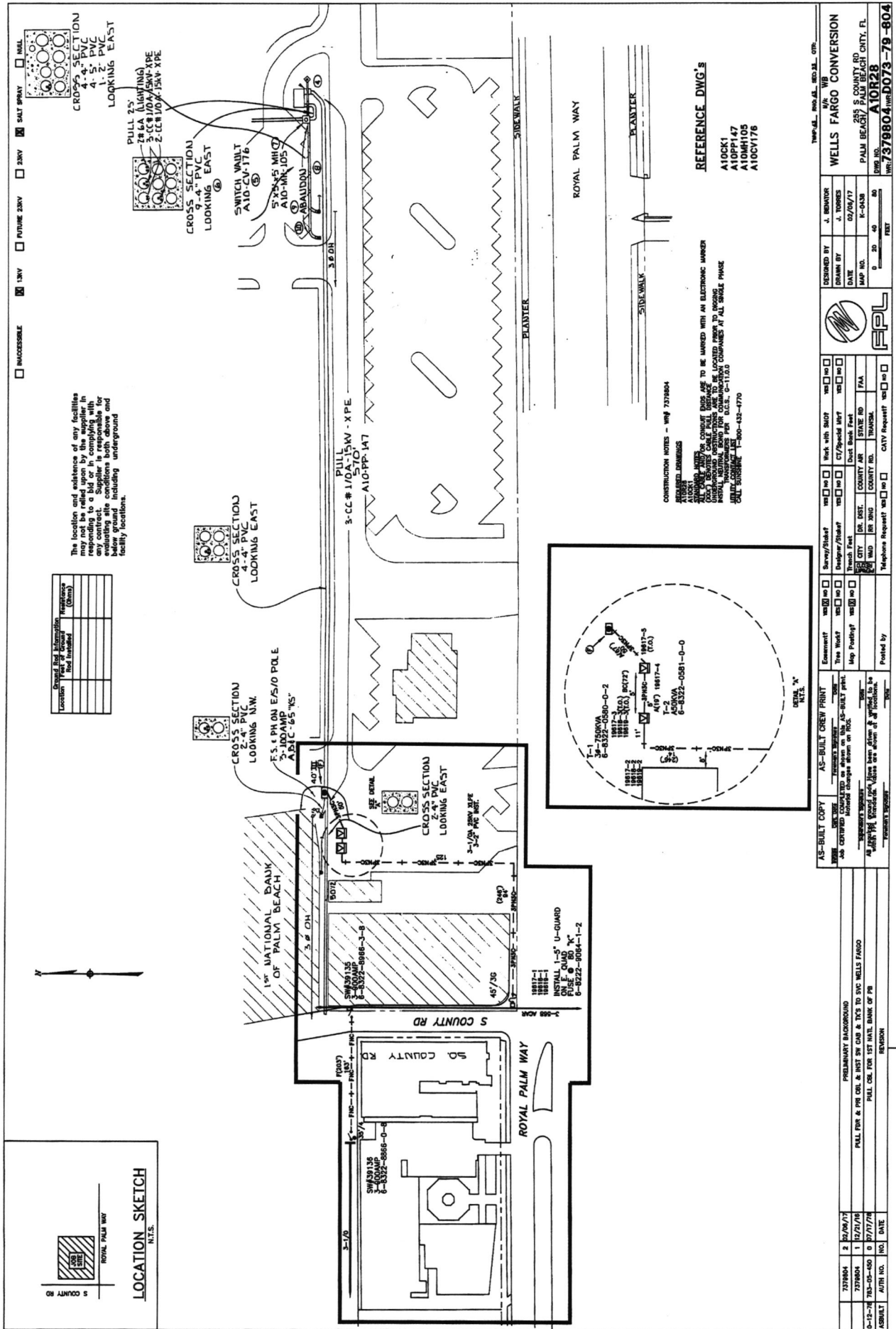
The work performed by Wilco and FPL is located at the NE corner of the S. County Rd. and Royal Palm Way intersection. Wilco is responsible for installing the underground cable to feed the transformers for permanent power. FPL crews will then install the overhead riser and reroute the feed powering the existing traffic signals to a different transformer. In all, this work will require a lane closure spanning three days with the crews working up to eight hours per day. The sidewalk at this location will also be closed since the crews and their machinery will block access to pedestrians. A short outage of 15-20 minutes will occur when the crews switch the power source for the traffic signals. A brief schedule of the work is found below:

Tuesday, March 21st – Wilco – 9:00 am – 5:00 pm
Wednesday, March 22nd – FPL – 9:00 am – 2:30 pm
Thursday, March 23rd – FPL – 9:00 am – 2:30 pm

The Maintenance of Traffic plan and construction prints, detailing the overhead and underground installations, are attached. If you have any questions, feel free to contact me at (561) 616-1611. Thank you for your assistance regarding this matter.

Sincerely,

Brad Ferraro
Associate Engineer



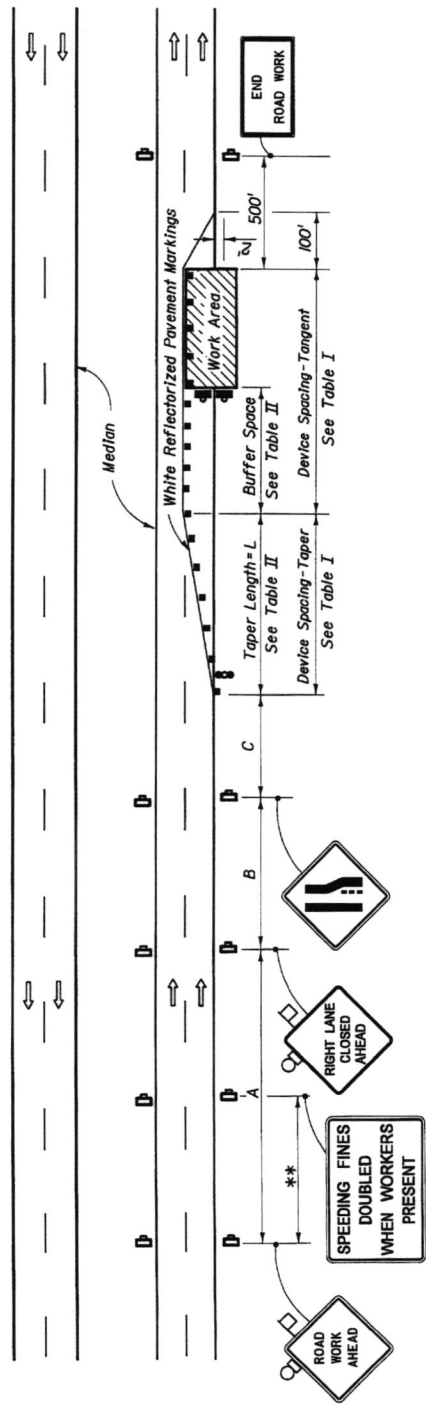


Table II
Buffer Space and Taper Length

Speed (mph)	Buffer Space (ft)	Taper Length (ft)		Notes
		L	WS	
25	155	125	125	L = WS
30	200	180	180	
35	250	245	245	L = WS
40	305	310	310	
45	360	375	375	L = WS
50	425	440	440	
55	495	510	510	L = WS
60	570	585	585	
65	645	660	660	L = WS
70	730	745	745	

When Buffer Space cannot be obtained due to geometric constraints, the greatest attainable length shall be used, but not less than 200 ft.

For lateral transitions other than 12', use formula for L shown in the notes column. Where:
L = Length of taper in feet
W = Width of lateral transition in feet
S = Posted speed limit (mph)

GENERAL NOTES

- Work operations shall be confined to one traffic lane, leaving the adjacent lane open to traffic.
- All vehicles, equipment, workers, and their activities are restricted to one side of the roadway.
- On undivided highways the median signs as shown are to be omitted.
- When work is performed in the median lane on divided highways the channelizing device plan is inverted and left lane closed and lane end signs substituted for the right lane closed and lane end signs. The same applies to undivided highways with the following exceptions:
 - Work shall be confined within one median lane.
 - Additional barricades, cones, or drums shall be placed along the centerline abutting the work area and across the trailing end of the work area.
- When work on undivided highways occurs across the centerline so as to encroach on both median lanes, the inverted plan is applied to the approach of both roadways.
- Signs and traffic control devices are to be modified in accordance with INTERMITTENT WORK STOPPAGE details (sheet 2 of 2) when no work is being performed and the highway is open to traffic.
- The two channelizing devices directly in front of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
- When paved shoulders having a width of 8 ft. or more are closed, channelizing devices shall be used to close the shoulder in advance of the merging taper to direct vehicular traffic to remain within the travel way. See Index No. 612 for shoulder taper formulae.

DISTANCE BETWEEN SIGNS

Speed	Spacing (ft)		
	A	B	C
40 mph or less	200	200	200
45 mph	350	350	350
50 mph	500	500	500
55 mph or greater	1250	1250	1250

* The ROAD WORK 1 MILE sign may be used as an alternate to the ROAD WORK AHEAD sign and the RIGHT LANE CLOSED 1/2 MILE sign may be used as an alternate to the RIGHT LANE CLOSED AHEAD sign.

** 500' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less.

SYMBOLS

- Work Area
-
- Channelizing Device (See Index No. 600)
- Type I, Type II, or Type III Barricade or Vertical Panel or Drum (With Flashing Light)
- Work Zone Sign
- Advance Warning Arrow Panel

DURATION NOTES

- Temporary white edgeline may be omitted for work operations less than 3 days.
- Signs, arrow panel and buffer space may be omitted if all of the following conditions are met:
 - Work operations are 60 minutes or less.
 - Speed limit is 45 mph or less.
 - No sight obstructions to vehicles approaching the work area for a distance equal to the buffer space and the taper length combined.
 - Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
 - Volume and complexity of the roadway has been considered.

CONDITIONS

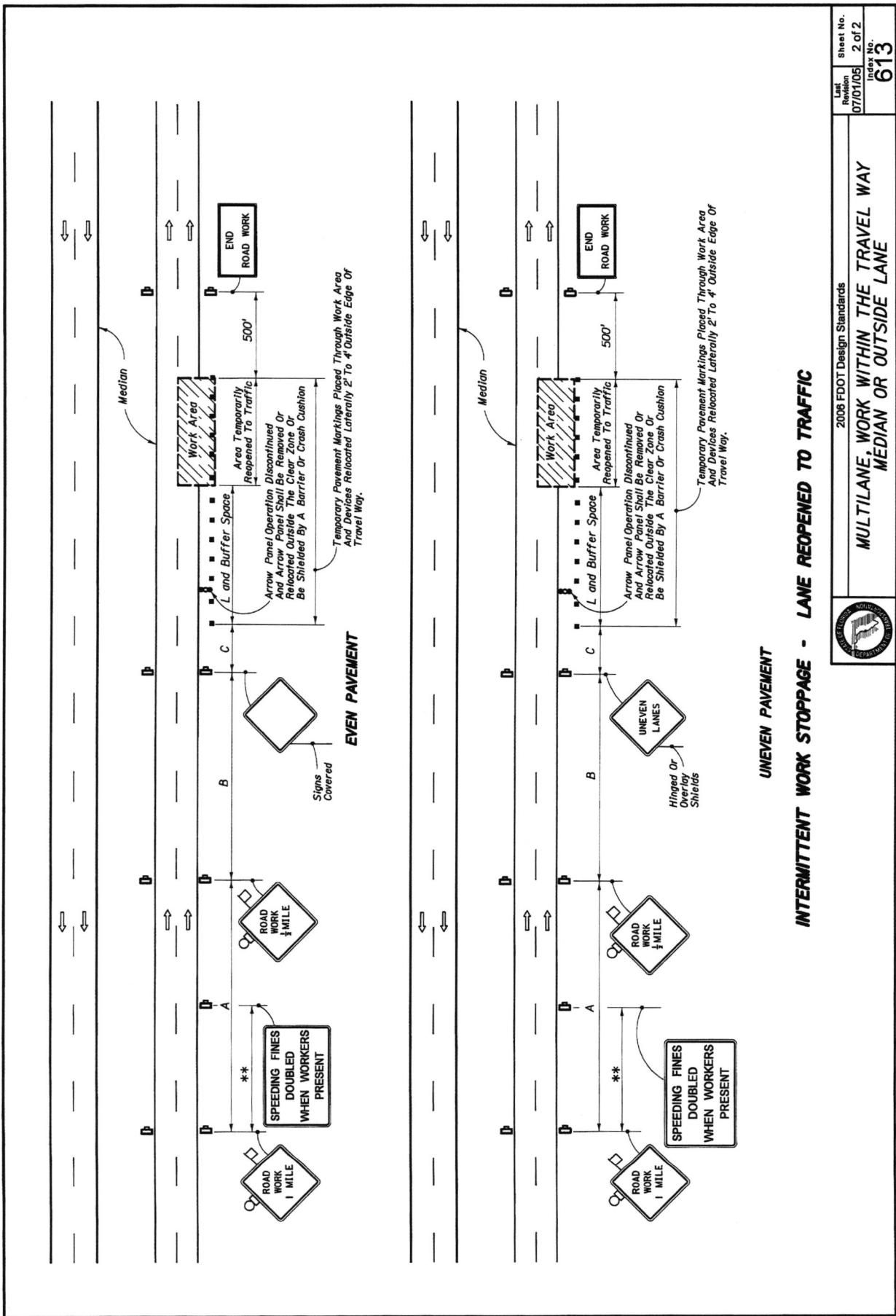
WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCRUCH ON THE LANE ADJACENT TO EITHER SHOULDER AND THE AREA 2' OUTSIDE THE EDGE OF TRAVEL WAY.



2008 FDOT Design Standards

MULTILANE, WORK WITHIN THE TRAVEL WAY
MEDIAN OR OUTSIDE LANE

Sheet No.
07/01/05
Index No.
1 of 2
613



TOWN OF PALM BEACH

Town Council Meeting on: March 14, 2017

Section of Agenda

Ordinances - Second Reading

Agenda Title

ORDINANCE NO. 07-2017 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County Florida, Amending Chapter 82 of the Town Code of Ordinances Relating to Personnel, at Article II, Employee Benefits, Division 2, Retirement System; Amending Subdivision I, in General, by Amending Section 82-80, Reserve for Member Contributions; Amending Section 82-134, Retirement Age and Service Conditions for Benefit Group General and Benefit Group Lifeguard; Amending Section 80-135, Amount of Pension for Benefit Group General and Benefit Group Lifeguard; Providing for Severability; Amending Section 82-139, Deferred Retirement Option Program for Members of Benefit Group General and Benefit Group Lifeguard; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

a. RESOLUTION NO. 37-2017 A Resolution of the Town Council of the Town of Palm Beach, Florida, Revising The Defined Contribution Retirement Plan for Town Employees; Approving Amendments to the ICMA Governmental Profit-Sharing Plan & Trust Adoption Agreement; Providing for Severability; Providing for Full Force and Effectiveness; Providing for Repeal of Conflicting Resolutions; And Providing an Effective Date.

Presenter

Jane Struder, Director of Finance

ATTACHMENTS:

- ▣ **a. Memorandum Dated February 3, 2017, from Jane Struder, Director of Finance**
- ▣ **Ordinance No. 07-2017**
- ▣ **Exhibits**
- ▣ **b. Resolution No. 37-2017**
- ▣ **Memorandum to Joe Teague, Vice President, Field Sales**

TOWN OF PALM BEACH

Information for Town Council Meeting on: February 14, 2017

To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jane Struder, Director of Finance

Re: Ordinance Adopting Pension Benefit Changes for General Employees and Lifeguards
Ordinance No. 07-2017

Date: February 3, 2017

STAFF RECOMMENDATION

Staff is recommending the Town Council approve Ordinance No. 07-2017 adopting the pension benefit changes for General Employees and Lifeguards. Staff is also requesting that the Town Council memorialize their intention to appropriate the annual savings from the changes to the Retirement Fund to pay down the increase in the UAAL.

GENERAL INFORMATION

Defined Benefit Pension Changes

At the January 10, 2017, Town Council meeting the Town Council conceptually approved pension changes for General Employees and Lifeguards. These changes include increasing the multiplier from 1.25% to 1.70%, changing the retirement age from 65 to 62 and increasing the employee DB contribution from 2.47% to 3.5%.

Defined Contribution (DC) Changes

The employee DC contribution will change from 4% to 3% and the Town will match it with a 3% contribution. The employee will have the option of contributing up to an additional 2% and the Town will match it up to 2%. The Town currently matches the employee's 4% mandatory contribution and the Town may elect to contribute an additional discretionary 4% contribution each year. These changes will be reflected in a Resolution that will be presented at the March Town Council meeting.

Both the defined benefit and defined contribution changes, if adopted, will be implemented with the first full pay period after May 1, 2017. A summary of the changes is shown on Exhibit A.

FUNDING FISCAL IMPACT

The fiscal impact to the Town for the pension changes is shown in Exhibit B. The changes will provide an annual savings over the current benefits of \$294,391 per year (assuming the Town's full 8% DC contribution). The changes increase the UAAL by \$1,167,269. The Town Council has requested that the savings be applied each year to the UAAL until it is fully funded. The payback period is estimated at 3.97 years. In addition, in the current fiscal year, FY2017, the town will save between \$150,000 and \$200,000 depending on the number of employees that choose the discretionary contribution. It is recommended that this savings also be transferred to the Retirement Fund to reduce the unfunded liability.

TOWN ATTORNEY REVIEW

Ordinance No. 07-2017 was prepared by Jim Linn, partner with Lewis, Longman and Walker, the Town's pension attorney.

Attachments

Jls

cc: Jay Boodheshwar, Deputy Town Manager
Department Directors
William Hanes, Pension Administrator
Jim Linn, Pension Attorney

ORDINANCE NO. 07-2017

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 82 OF THE TOWN CODE OF ORDINANCES RELATING TO PERSONNEL, AT ARTICLE II, EMPLOYEE BENEFITS, DIVISION 2, RETIREMENT SYSTEM; AMENDING SUBDIVISION I, IN GENERAL, BY AMENDING SECTION 82-80, RESERVE FOR MEMBER CONTRIBUTIONS; AMENDING SECTION 82-134; RETIREMENT AGE AND SERVICE CONDITIONS FOR BENEFIT GROUP GENERAL AND BENEFIT GROUP LIFEGUARD, AMENDING SECTION 80-135, AMOUNT OF PENSION FOR BENEFIT GROUP GENERAL AND BENEFIT GROUP LIFEGUARD; AMENDING SECTION 82-139, DEFERRED RETIREMENT OPTION PROGRAM FOR MEMBERS OF BENEFIT GROUP GENERAL AND BENEFIT GROUP LIFEGUARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 82, Personnel; Article II, Employee Benefits; Division 2, Retirement System; Subdivision I, In General; Section 82-80, to read as follows:

Sec. 82-80. - Reserve for member contributions.

* * *

- (f) Notwithstanding the provisions of subsection (c) above, effective the first full pay period after May 1, 2017 the member contribution rate for benefit group general and benefit group lifeguard members who were employed but did not attain normal retirement eligibility based on credited service as of May 1, 2012, and for benefit group general and benefit group lifeguard members hired on or after May 1, 2012, shall be 3.5% of compensation.
- (g) The individual responsible for preparing the town payroll shall cause the contributions provided for in subsection (b) of this section to be deducted from the compensation of each member on each payroll. The deducted contributions shall be paid to the retirement system and shall be credited to the member's individual accounts in the reserve for member contributions. Member's contributions shall be made notwithstanding that the minimum compensation provided by law for any member shall be changed thereby. Every member shall be deemed to consent and agree to the deductions made and provided herein. Payment of compensation, less the deduction, shall be a full and complete discharge and acquittance of all claims and demands whatsoever for services rendered by the member during the period covered by such payment, except as to benefits provided by the retirement system.

- (h) The accumulated contributions of a member shall be transferred from the reserve for member contributions to the reserve for retired benefit payments upon a member's retirement or death. At the expiration of a period of four years from the date an individual without entitlement to a vested termination pension provided in section 82-94, 82-114, or 82-134 ceases to be a member, any balance in the reserve for member contributions unclaimed by the individual or the individual's legal representative shall be transferred to the reserve for undistributed investment income. Provided, however, that a former firefighter member or a former police officer member may voluntarily leave his or her contributions in the fund for a period of five years after leaving the employ of the town, pending the possibility of being rehired by the same department, without losing credit for the time he or she has participated actively as a member. If such former member is not re-employed as such with the same department within five years, his or her contributions shall be returned without interest.

Section 2. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 82, Personnel; Article II, Employee Benefits; Division 2, Retirement System; Subdivision V, General Employees and Lifeguards; Section 82-134, to read as follows:

Sec. 82-134. - Retirement age and service conditions for benefit group general and benefit group lifeguard.

* * *

- (b) The age and service conditions for normal retirement are as follows:

(1) *Benefit group general.*

a. *Normal retirement.*

1. Members who attained normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date, shall be eligible for normal retirement upon attaining age 55 with ten or more years of credited service, or 30 or more years of credited service without regard to age.
2. Members who did not attain normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date, shall be eligible for normal retirement upon attaining age 55, or 30 or more years of credited service without regard to age, and upon such retirement shall be eligible to receive the frozen accrued benefit based on credited service and average final compensation on April 30, 2012. Such members shall be eligible to receive the accrued benefit based on credited service on and after May 1, 2012 upon attaining age 65 with ten or more years of credited service. Effective May 1, 2017, such members shall be eligible to receive the accrued benefit based on credited service on and after May 1, 2012 upon attaining age 62 with ten or more years of credited service. The preceding sentence shall apply to members who are participating in the DROP on May

2017, and to members who retire or enter the DROP on or after that date, but shall not apply to members who retired or separated from employment before May 1, 2017.

3. Members hired on or after May 1, 2012, shall be eligible for normal retirement upon attaining age 62 with ten or more years of credited service.

* * *

(2) Benefit group lifeguard.

- a. Members who attained normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date, shall be eligible for normal retirement upon attaining age 50 with ten or more years of credited service; or when the member's age to last completed month plus credited service totals 65 years or more and the member has ten or more years of credited service.
- b. Members who did not attain normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date, shall be eligible for normal retirement upon termination of town employment and attaining age 50, or when the member's age to last completed month plus credited service totals 65 years or more; and upon such retirement shall be eligible to receive the frozen accrued benefit based on credited service and average final compensation on April 30, 2012. Such members shall be eligible to receive the accrued benefit based on credited service on and after May 1, 2012 upon attaining age 65 with ten or more years of credited service. Notwithstanding the preceding sentence, effective May 1, 2017, such members shall be eligible to receive the accrued benefit based on credited service on and after May 1, 2012 upon attaining age 62 with ten or more years of credited service. The preceding sentence shall apply to members who are participating in the DROP on May 1, 2017, and to members who retire or enter the DROP on or after that date, but shall not apply to members who retired or separated from employment before May 1, 2017.
- c. Benefit group lifeguard age 60 early retirement option. Members who did not attain normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date, and members hired on or after May 1, 2012, may elect to retire at age 60 subject to the early retirement reduction specified in subsection 82-135(c)(1)g.
- d. Members hired on or after May 1, 2012, shall be eligible for normal retirement upon attaining age 62 with ten or more years of credited service.

Section 3. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 82, Personnel; Article II, Employee Benefits; Division 2, Retirement System; Subdivision V, General Employees and Lifeguards; Section 82-135, to read as follows:

Sec. 82-135. - Amount of pension for benefit group general and benefit group lifeguard.

* * *

(c) The benefit formulas are:

(1) *For benefit group general.*

- a. For members who attained normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date: average final compensation multiplied by the sum of 2.75 percent of credited service rendered after September 30, 1990, to a maximum of 82.5 percent, plus 2.35 percent of credited service rendered prior to October 1, 1990, plus 1.0 percent of credited service, if any, in excess of 30 years, provided that years of credited service under the first two clauses of this subsection shall not exceed 30 and provided further that the second clause shall apply only to the extent that years of credited service under the first clause are less than 30.
- b. Effective May 1, 2012, the accrued benefits of all members who did not attain normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date, shall be frozen. The value of each member's frozen accrued benefit shall be calculated in accordance with subparagraph a., above, based on credited service and average final compensation on April 30, 2012.
- c. For credited service on and after May 1, 2012, except as such service may be credited to members who qualify under subsection 82-135(c)(1)a. above, the benefit formula shall be 1.25 percent of average final compensation multiplied by years of credited service between May 1, 2012 and April 30, 2017; and 1.70 percent of average final compensation multiplied by years of credited service on and after May 1, 2017.
- d. Members who did not attain normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date, shall, upon retirement, be eligible to receive a retirement benefit consisting of two parts: (1) the frozen accrued benefit based on credited service and average final compensation on April 30, 2012, payable upon attaining age 55 or completion of 30 years of credited service regardless of age, and termination of town employment or entry into the DROP; and (2) the accrued benefit based on credited service on and after May 1, 2012, payable upon attaining age 62 with ten or more years of credited service, and termination of town employment or entry into the DROP.

* * *

(2) *For benefit group lifeguard.*

- a. For members who attained normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date: average final compensation multiplied by the sum of 2.85 percent of credited service to a maximum of 71.25 percent, plus 1.0 percent of credited service, if any, in excess of 25 years for benefit group lifeguard.
- b. Effective May 1, 2012, the accrued benefits of all members who did not attain normal retirement eligibility based on credited service as of that date, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date, shall be frozen. The value of each member's frozen accrued benefit shall be calculated in accordance with subparagraph a., above, based on credited service and average final compensation on April 30, 2012.
- c. For credited service on and after May 1, 2012, the benefit formula shall be 1.25 percent of average final compensation multiplied by years of credited service between May 1, 2012 and April 30, 2017; and 1.70 percent of average final compensation multiplied by years of credited service on and after May 1, 2017.
- d. Members who did not attain normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date, shall be eligible to receive a retirement benefit consisting of two parts: (1) the frozen accrued benefit based on credited service and average final compensation on April 30, 2012, payable upon attaining age 50 or the date on which the member's age to last completed month plus credited service totals 65 years or more, and termination of town employment or entry into the DROP; and (2) the accrued benefit based on credited service on and after May 1, 2012, payable upon attaining age 62 with ten or more years of credited service, and termination of town employment or entry into the DROP.
- e. Benefit group lifeguard age 60 early retirement option. Members who did not attain normal retirement eligibility based on credited service as of May 1, 2012, excluding credited service purchased pursuant to section 82-54, and who were employed by the town and not participating in the DROP on that date, and members hired on or after May 1, 2012, may elect to retire at age 60 and receive a benefit based on credited service on and after May 1, 2012, subject to an early retirement reduction equal to the full actuarial cost of each month that early retirement precedes the date the member would have met the applicable age and service conditions for normal

retirement under subsection 82-134(b)(2)d., if the member had not elected early retirement.

Section 4. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 82, Personnel; Article II, Employee Benefits; Division 2, Retirement System; Subdivision V, General Employees and Lifeguards; Section 82-139, to read as follows:

Sec. 82-139. - Deferred retirement option program for members of benefit group general and benefit group lifeguard.

* * *

(b) *Eligibility of member to participate in the DROP.* Retirement system members are eligible to elect participation in the DROP provided that they elect to retire as of a date certain and provided that:

(1) Election to participate may be made at any time following the date on which the member first reaches normal retirement date or age as follows:

a. Members of benefit group general who were employed by the town and not participating in the DROP on May 1, 2012, shall be eligible to participate in the DROP upon attaining age 55 or upon completion of 30 years of credited service regardless of age. The benefit payable to such member shall be the frozen accrued benefit based on credited service prior to May 1, 2012. The accrued benefit based on credited service on and after May 1, 2012, shall be payable to such member's DROP account, or directly to the member if DROP participation has ceased, upon attaining age 62.

b. Members of benefit group lifeguard who were employed by the town and not participating in the DROP on May 1, 2012, shall be eligible to participate in the DROP upon attaining age 50 or the date on which the member's age to last completed month plus credited service totals 65 years or more. The benefit payable to such member shall be the frozen accrued benefit based on credited service prior to May 1, 2012. The accrued benefit based on credited service on and after May 1, 2012, shall be payable to such member's DROP account, or directly to the member if DROP participation has ceased, upon attaining age 62.

c. Members of benefit group general and benefit group lifeguard hired on or after May 1, 2012, shall be eligible to participate in the DROP upon attaining age ~~62~~65 with ten or more years of service.

* * *

Section 5. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 6. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 7. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 8. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 14th day of March, 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Susan A. Owens, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member

EXHIBIT A

SUMMARY OF PROPOSED GENERAL EMPLOYEE RETIREMENT BENEFIT CHANGES

	Current Benefits	Proposed Plan 1/10/17
Retirement Age	65	62
Multiplier	1.25%	1.70%
Employee Contribution	2.47%	3.50%
DC Employee Contribution	4.00%	3.00%
DC Town Contribution	4%-8.00%	3.00%
Optional Employee DC Contribution	0.00%	2.00%
Optional Employer DC Match	0.00%	2.00%

EXHIBIT B

GENERAL EMPLOYEE RETIREMENT BENEFIT CHANGE

FINANCIAL IMPACT

	Current Benefits	Proposed Benefit
Town DB Contribution	\$3,018,182	\$3,187,747
Town DC Contribution	\$937,347	\$473,391
Total Town Contribution	\$3,955,529	\$3,661,138
Savings		\$294,391
Estimated UAAL at 7% Rate of Return	\$34,585,503	\$35,754,772
UAAL Increase		\$1,167,269
Payback Period Using Savings to Reduce UAAL Increase		3.97 Years

RESOLUTION NO. 37-2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, FLORIDA, REVISING THE DEFINED CONTRIBUTION RETIREMENT PLAN FOR TOWN EMPLOYEES; APPROVING AMENDMENTS TO THE ICMA GOVERNMENTAL PROFIT-SHARING PLAN & TRUST ADOPTION AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR FULL FORCE AND EFFECTIVENESS; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Palm Beach has determined that it is advisable and appropriate to revise the Defined Contribution Retirement Plan for Town employees; and

WHEREAS, the Town Council of the Town of Palm Beach, Florida previously adopted the ICMA Retirement Corporation Governmental Profit-Sharing Plan and Trust and approved an Adoption Agreement for Plan No. 106397, and has subsequently approved amendments to the Adoption Agreement; and

WHEREAS, to implement the changes to the Defined Contribution Retirement Plan it is necessary to approve further amendments to the Adoption Agreement for Plan No. 106397, which are attached hereto.

NOW THEREFORE, the Town Council of the Town of Palm Beach, Florida hereby resolves:

Section 1. Approval of Amendments to Adoption Agreement. The Town Council hereby approves the amendments to the Adoption Agreement for ICMA Retirement Corporation Governmental Profit-Sharing Plan and Trust Plan No. 106397, as set forth in the attached Adoption Agreements and memoranda dated March 15, 2017 and September 15, 2016.

Section 2. Plan Coordinator. The Town Human Resources Director shall continue to serve as the coordinator for the Plan; shall receive reports, notices, etc. from the administrator of the Trust; shall cast, on behalf of the Town, any required votes under the Trust; may delegate any administrative duties relating to the Plan to appropriate personnel; and is authorized to execute all necessary documents incidental to the administration of the Plan.

Section 3. If any section, sentence, clause or phrase of this resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 4. This Resolution shall remain in full force and effect until supplemented,

amended, repealed or otherwise altered. The Town reserves the right to terminate the Plan at any time.

Section 5. This Resolution hereby repeals all resolutions in conflict herewith.

Section 6. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 14th day of March, 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Susan A. Owens, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member



TOWN OF PALM BEACH

Office of the Town Manager

MEMORANDUM

To: Joe Teague, Managing Vice President, Field Sales
ICMA Retirement Corporation

From: Thomas G. Bradford, Town Manager

Re: Amendments to Contribution Design of ICMA-RC Profit Sharing Plan & Trust
Plan No. 106397

Date: March 15, 2017

The Town Council of the Town of Palm Beach adopted Ordinance No. 07-2017 (as attached) providing for changes to the Town's retirement plan, and Resolution No. 37-2017 (as attached), approving changes to the Town's defined contribution plan (ICMA-RC Governmental Profit-Sharing Plan & Trust -- Plan #106397). Further, this memo is a supplement to the Governmental Profit-Sharing Plan & Trust Adoption Agreement for noted sections within that Agreement as follows:

All employees in the groups listed below must be full time or part time working more than 1,040 hours per year. Contribution provisions should be set up according to the five following groups.

1. Benefit group **police officer pre 10/1/2016**, consisting of persons employed in the police department as of September 30, 2016 who hold the rank of police officer or higher (including probationary police officers), provided that they are certified pursuant to F.S. § 943.1395.
2. Benefit group **firefighter union**, consisting of bargaining unit members employed in the fire-rescue department who hold the rank of firefighter, paramedic, or higher (including probationary firefighters), provided that they are certified pursuant to F.S. § 633.408 (formerly § 633.35).
3. Benefit group **firefighter non-union pre 10/1/2016**, consisting of non-bargaining unit members employed in the fire-rescue department as of September 30, 2016 who hold the rank of firefighter, paramedic, or higher (including probationary firefighters), provided that they are certified pursuant to F.S. § 633.408 (formerly § 633.35).
4. Benefit group **lifeguard**, consisting of all persons employed in Ocean Rescue department who hold the rank of lifeguard or higher, including probationary lifeguards.
5. Benefit group **general**, consisting of all persons employed but not included in benefit groups firefighter union, firefighter non-union, police officer or lifeguard.

Effective May 6, 2017, as described in the table below, the Town will make a mandatory contribution of 3% of base salary on behalf of employees in the **general** and **lifeguard** benefit groups, and employees in the **general** and **lifeguard** benefit groups will make a mandatory contribution of 3% of base salary (inclusive of all leave time). An additional matching contribution from the Town of up to 2% will be made based on each employee's optional additional post-tax contribution of up to 2%.

March 15, 2017

Effective October 1, 2016, employees in the **firefighter non-union pre 10/1/2016** and **police officer pre 10/1/2016 benefit groups** do not have a mandatory contribution by the employee or employer nor an employer discretionary contribution. They may, along with any other benefit group, elect to voluntarily contribute to the plan on a post-tax basis up to the maximum allowable under IRS regulations.

Employees hired on or after October 1, 2016 into positions in either the **police officer** or **firefighter non-union** benefit groups do not participate and are not enrolled in the Governmental Profit-Sharing Plan & Trust (Plan #106397).

The changes, summarized in the table below, effectively cause the Town's employer discretionary contribution to cease.

Benefit Group	Defined Benefit Plan		401(a) Defined Contribution Plan			
	Age Eligibility	Employee Contribution	Mandatory Contribution (pre-tax)		Voluntary Contribution (post-tax)	
			Employee	Employer ¹	Employee	Employer ¹ Match
Firefighter Non-Union pre 10/1/2016	56	8 to 10%	0	0	Voluntary up to the maximum allowable under IRS Regulations	No Match
Police Officer pre 10/1/2016	56	8 to 10%	0	0		No Match
Firefighter Union	65	4.82%	2%	2%		Up to 2%
General As of 05/06/2017	62	3.50%	3%	3%		Up to 2%
Lifeguard As of 05/06/2017	62	3.50%	3%	3%		Up to 2%

¹ Total employer contribution will not exceed 3% for any benefit group and will not be less than \$1,000 per fiscal year per enrolled member.

Election Window

Newly eligible employees shall be provided an election window of zero (0) days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the mandatory participant contribution portion of the Plan. Participation in the mandatory participant contribution of the plan shall begin the first month following the end of the election window.

An employee's election is irrevocable and shall remain in force until the employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment in an eligible position, the employee's original election will resume. In no event does the employee have the option of receiving the pick-up contribution amount directly.

TOWN OF PALM BEACH

Town Council Meeting on: March 14, 2017

Section of Agenda

Ordinances - First Reading

Agenda Title

ORDINANCE NO. 11-2017 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 42, Environment, of the Town's Code of Ordinances at Article V, Noise, Section 42-197 Specific Acts Prohibited to Include at a New Subparagraph so as to Prohibit the Use of Gasoline Powered Leaf Blowers on any Properties Within the Town Consisting of Less than One Acre; Providing for Severability; Providing for Codification; Providing an Effective Date.

TIME CERTAIN: 2:30 p.m.

Presenter

Jay Boodheshwar, Deputy Town Manager

ATTACHMENTS:

- ▣ **Memorandum Dated March 6, 2017, from Jay Boodheshwar, Deputy Town Manager**
- ▣ **Ordinance No. 11-2017**
- ▣ **Letters from Residents**

TOWN OF PALM BEACH

Information for Town Council Meeting on: March 14, 2017

To: Thomas G. Bradford, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Amendment to the Code of Ordinances to Prohibit Use of Gas Powered Leaf Blowers on Properties Less Than One Acre
Ordinance No. 11-2017

Date: March 6, 2017

STAFF RECOMMENDATION

Staff recommends Town Council review Ordinance No. 11-2017, which amends the Town's Code of Ordinances to prohibit the use of gas powered leaf blowers on properties less than one acre, provide feedback as necessary, and approve the first reading of said ordinance.

GENERAL INFORMATION

At the February 14, 2017, Town Council meeting staff presented a summary of research and discussion that had occurred at ORS committee meetings dating back to August 2016. Staff also presented copies of correspondence received from residents who favored a total ban on leaf blowers, requests from residents to maintain the status quo, and suggestions to find some sort of compromise solution to address the primary concern with gas powered leaf blowers – noise.

After hearing from residents and industry representatives regarding the pros and cons of a total ban on leaf blowers and a ban on gas powered blowers only, Council directed the Town Attorney to draft an ordinance that would prohibit the use of gas powered leaf blowers on properties less than one acre. The primary intent of said ordinance is to reduce the noise level in densely populated residential and commercial areas of the town while providing for the ability of landscapers to use electric or battery powered blowers which are quieter than the gas powered equipment.

Included in the ordinance is language regarding a proposed “phase-in” period, which would provide an opportunity for staff to inform and educate residents and landscape maintenance companies of the restrictions created by the Ordinance. The proposed effective date is October 1, 2017.

Attachments

cc: Department Directors
John C. Randolph, Town Attorney
Nicholas Caristo, Police Captain

ORDINANCE NO. 11-2017

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 42, ENVIRONMENT, OF THE TOWN'S CODE OF ORDINANCES AT ARTICLE V NOISE, SECTION 42-197 SPECIFIC ACTS PROHIBITED TO INCLUDE AT A NEW SUBPARAGRAPH SO AS TO PROHIBIT THE USE OF GASOLINE POWERED LEAF BLOWERS ON ANY PROPERTIES WITHIN THE TOWN CONSISTING OF LESS THAN ONE ACRE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council finds that frequent use of gas powered leaf blowers in residential and commercial districts within the Town creates excessive noise, emits fumes, and creates annoyance for persons of normal sensitivity; and

WHEREAS, the Town Council wishes to prohibit the use of gas powered leaf blowers within the Town on properties of less than one acre in size; and

WHEREAS, the Town Council wishes to provide a reasonable phase-in period after adoption of this Ordinance during which Town staff can conduct outreach to inform and educate residents and landscape maintenance companies of the restrictions created by this Ordinance.

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

Section 1. Chapter 42 Environment, Article V Noise, Division 1 Generally, Section 42-197 Specific Acts Prohibited, of the Town's Code of ordinances is hereby amended by adding a new subsection (12) to read as follows:

“(12) *Gasoline powered leaf blowers.*

- (a) Definition. Leaf blowers shall mean any air blowing machine that uses a concentrated stream of air to push, propel or blow dirt, dust, leaves, grass clippings, trimmings, cuttings, refuse or debris.

- (b) The use of gasoline powered leaf blowers is prohibited on any property within the Town which is less than one acre in size. This prohibition shall be effective as of October 1, 2017.

Section 2. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 3. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 4. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 5. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the
Town of Palm Beach assembled this _____ day of _____, 2017.

Gail L. Coniglio, Mayor

Richard M. Kleid, Town Council President

Danielle H. Moore, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Bobbie Lindsay, Town Council Member

Susan A. Owens, MPA, MMC, Town Clerk

Margaret A. Zeidman, Town Council Member

Cheryl Kleen

From: Maury Wolfe <mrwolfe54@aol.com>
Sent: Tuesday, February 21, 2017 1:59 PM
To: Gail Coniglio; Town Council
Subject: Leaf blower ban = ridiculous

Dear Mayor and Members of the Town Council, I cannot understand the reasoning behind imposing a leaf blower ban. It seems to me that all equipment landscapers use is noisy and disruptive.

Lawnmowers, weedwhacker's, and edgers all make a racket; I don't understand the point of singling out leaf blowers.

Thank you.

Sincerely,

Maury Wolfe

272Sanford Ave.

Palm Beach

From: sue efron
To: [Town Council](#); [Gail Coniglio](#)
Subject: Proposed restrictions
Date: Monday, February 27, 2017 11:40:11 AM

We are Susan and Paul Efron at 240 Kawama Lane. We are opposed to the ban on leaf blowers and also the reduced working hours for landscapers in the town of palm beach. None of their work has ever disturbed us. Reducing their working hours puts an unnecessary strain on their finances.

In addition to the above, we are upset to see the drastically reduced seating at Bice. The reduced table count will possibly cause them to close. This is one of the best restaurants in our town and one of the nicest settings. These restrictions seem mean and meaningless.

Sincerely,
Sue and Paul Efron

From: louis guyott
To: [Town Council](#)
Subject: gas powered leafblower ban
Date: Wednesday, March 01, 2017 12:25:39 PM

Dear members of the Town Council,

As a long time, year round resident of Palm Beach I would like to thank you for taking the action that you did concerning the issue of leafblowers. I truly feel that ALL town residents will be much happier once the ordinance goes into effect.

Sincerely yours, Lou Guyott

From: Joyce Vaughn
To: [Town Council](#)
Subject: Thank you
Date: Wednesday, March 01, 2017 7:02:58 PM

Dear Town Council Members I would like to thank you all for your consideration, and hope, for a leaf blower ban in the not too distant future. A ban would be such a relief for the smaller properties, and help the sanity, and quality of life in this beautiful Town of Palm Beach.

Sincerely Joyce Vaughn
112 Algoma Road

From: Alane Foster
To: [Danielle Moore](#)
Cc: [Town Council](#)
Subject: Thank you
Date: Saturday, March 04, 2017 11:12:52 AM

Dear Dani,

I would like to express my thanks to you and the entire Town Council for putting the citizens of Palm Beach first. Your vote regarding leaf blowers showed true consideration and concern for all of us who want to enjoy the beauty and peace we sought on this tiny island. Finding workable solutions for such a unique community cannot be easy, but please know how much we appreciate the work you all do to make Palm Beach so amazing!

Please express our gratitude to the entire town council on behalf of my family.

Sincerely,

Alane

Alane Foster

162 Dolphin Road Palm Beach, FL 33480
Cell: (561) 379-6003
alane@varick.com

From: LINDA SALANDRA-DWECK
To: [Town Council](#)
Subject: Leaf blowers
Date: Saturday, March 04, 2017 7:58:23 AM

Dear Town Council,

I appreciate your efforts regarding this issue. Any progress helps to improve our quality of life in this beautiful town.

Linda Salandra

Kathleen Dominguez

From: Pat Gayle-Gordon on behalf of Town Council
Sent: Friday, March 10, 2017 8:16 AM
To: Kathleen Dominguez
Subject: FW: Blower Ordinance - Request for Specific Time

From: Kurt Carlsen - Armstrong Landscape [mailto:kurt@armstronglandscapegroup.com]
Sent: Wednesday, March 08, 2017 1:13 PM
To: Town Council <TCouncil@TownofPalmBeach.com>
Subject: Blower Ordinance - Request for Specific Time

Would you please set a specific time for the Blower ordinance discussion on Tuesday?

A number of our clients as well as landscapers did not have the opportunity to speak at the last meeting because they left, thinking the item would be further discussed after the lunch break.

We expect quite a few clients as well as landscapers to be weighing in on this topic at the next meeting.

Thank you for your attention regarding this matter.

Kurt Carlsen
Director of Maintenance
Armstrong Landscape Design Group
kurt@armstronglandscapegroup.com
Tel: (561) 385-9251