

REVISED

4:22 pm, Feb 08, 2021

TENTATIVE:
SUBJECT TO
REVISION



TOWN OF PALM BEACH

TOWN COUNCIL MEETING MEETING TO BE HELD ELECTRONICALLY

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<https://zoom.us/j/92127927406>

AGENDA

FEBRUARY 9, 2021

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

Gail L. Coniglio, Mayor
Margaret A. Zeidman, President
Bobbie Lindsay, President Pro Tem
Julie Araskog
Lew Crampton
Danielle H. Moore

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. MODIFICATIONS TO THE AGENDA

IV. APPROVAL OF AGENDA

- V. COMMENTS OF MAYOR GAIL L. CONIGLIO**
- VI. COMMENTS OF TOWN COUNCIL MEMBERS**
- VII. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE**
- VIII. APPROVAL OF CONSENT AGENDA (SEE NOTE 5)**

A. MINUTES

- 1. Town Council Meeting Minutes
Queenester Nieves, CMC, Town Clerk
 - a. January 12, 2021, Town Council Meeting Minutes
 - b. January 13, 2021, Local Planning Agency Meeting Minutes
 - c. January 13, 2021, Town Council Development Review Meeting Minutes
 - d. January 15, 2021, Special Town Council Meeting Minutes
- 2. Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of January 27, 2021.
Wayne Bergman, Director of Planning, Zoning and Building

B. RESOLUTIONS

- 1. RESOLUTION NO. 018-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to GHD Inc. for the Lake Worth Inlet Sand Transfer Plant Integrity Assessment in the amount of \$141,710 and a Project Budget of \$155,000.
Dean Mealy, Purchasing Manager
- 2. RESOLUTION NO. 019-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to L.J. Power Inc. for the Purchase of a Towable Generator in the amount of \$77,900 and a Project Budget of \$85,000.
Dean Mealy, Purchasing Manager

C. OTHER

- 1. Approval of Town Manager Performance Evaluation
Kirk W. Blouin, Town Manager
- 2. Budget Calendar for the FY22 Budget Process
Jane Le Clainche, Director of Finance
- 3. Authorization for a Lane Closure and Waiver to Town Code for Construction Hours for the Florida Department of Transportation Landscape Installation at Southern Bridge.
H. Paul Brazil, P.E., Director of Public Works
- 4. Accept Donation of Firearms from Anonymous Donor for Purchase of Equipment and/or Other Services for the Police Department.

IX. BOARD/COMMISSION ANNUAL REPORT

- A.** Annual Report of the Investment Advisory Committee (written report only).
Chris Storkerson, Chair

X. COMMITTEE REPORTS

- A.** Report of the Business and Administrative Committee Meeting Held on January 7, 2021.
Lew Crampton, Chair

XI. PUBLIC HEARINGS

- A.** RESOLUTION NO. 020-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Providing for the Designation and/or the De-Designation of the Historic/Specimen Trees at 501 North Lake Way, 386 Hibiscus Ave, Crescent Park and Corner of Miraflores and North Lane Way, Providing an Effective Date.
H. Paul Brazil, P.E., Director of Public Works

XII. REGULAR AGENDA

B. Matters Pulled From Consent Agenda: If needed

C. Old Business

1. COVID-19 Update
Kirk W. Blouin, Town Manager
TIME CERTAIN: 10:30 AM
 - a. Report on COVID-19 Infections, Hospitalizations and Vaccines
Darrell Donatto, Fire Rescue Chief
 - b. Compliance with Emergency Order and Mandates
Nicholas Caristo, Police Chief
 - c. Discussion About Town-Wide Curfew
 - d. Discussion About March Public Meetings
 - e. RESOLUTION NO. 021-2021 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida Concurring With The Request Of The Town's Chief Of Police, To Extend The Chief's Declaration Of The Existence Of A State Of Emergency Within The Corporate Limits Of The Town To March 2, 2021, Unless Earlier Terminated By The Chief Of Police, At Which Time The Town Council Will Address The Need For Any Extension Of The Declaration Of Emergency; Providing For An Effective Date.
2. Palm Beach Marina Update
H. Paul Brazil, P.E., Director of Public Works

TIME CERTAIN: 11:00 AM

- a. Update on Progress of Project Construction
 - b. RESOLUTION NO. 022-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Increasing Purchase Order No. 200662 to Murray Logan Construction Inc., in the Amount of \$138,685.20, for Materials, Labor and Installation Associated with the Electrical and Low Voltage Conduit for the Town Marina Project, and Approving a Task Budget of \$150,000.
 - c. Update on Conceptual Landscaping Design for Lake Drive Park.
3. Town-wide Undergrounding Project
H. Paul Brazil, P.E., Director of Public Works
- a. Review of Project and Dashboard, Summary of Project Status
 - b. RESOLUTION NO. 023-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town Manager to Execute an Easement and Use Agreement Between the Town of Palm Beach and Florida Power & Light (FPL) at 1060 North Lake Way for Access, and Maintenance of FPL Equipment.
 - c. RESOLUTION NO. 024-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town Manager to Execute Easements and Use Agreements Between the Town of Palm Beach and Florida Power & Light (FPL) Upon Town Owned Land Located at 360 South Ocean Boulevard, Town of Palm Beach Parking Lot on Australian Avenue, 359 South County Road, and 400 South County Road.
4. 2021 Reach 7/Phipps Ocean Park Beach Nourishment Project Update.
H. Paul Brazil, P.E., Director of Public Works

D. New Business

- 1. RESOLUTION NO. 025-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of RFP No. 2021-01, Retail Study for the Town of Palm Beach to Yard and Company in the Amount of \$94,500 and a Project Budget of \$113,000 and to Approve Source of Funding from Private Donations in the Amount of \$103,000.
Dean Mealy, Purchasing Manager
- 2. Legal Requirements (Post COVID-19) for Public Meetings (verbal report).
John C. Randolph, Town Attorney
- 3. Re-Appointment of Town Manager Pursuant to Section 4.02(b) of

the Town Charter from February 10, 2021 through February 8, 2022.

Kirk W. Blouin, Town Manager

4. Approval of 2021 Town-wide Goals

Kirk W. Blouin, Town Manager

5. Presentation by Town Attorney Regarding the Declaration of Use Agreement Between the Town of Palm Beach and the Mar-A-Lago Club.

John C. Randolph, Town Attorney

XIII. ORDINANCES

A. Second Reading

1. ORDINANCE NO. 02-2021 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending Chapter 74 Of The Town Code Of Ordinances At Article I, Section 74-1 To Delete Subsection (b) Thereof Relating To Alternate Members, Thereby Deleting The Requirement For Alternate Members And Providing For A Seven Member Board As Defined In Subparagraph (a) Of Section 74-1; Further Amending New Subsection (f) To Delete Any Reference To Alternate Members; Providing For Severability; Providing For Repeal Of Any Ordinances In Conflict Herewith; Providing For Codification; Providing for an Effective Date.

Jay Boodheshwar, Deputy Town Manager

2. ORDINANCE NO. 03-2021 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending Chapter 74 Of The Town Code Of Ordinances Titled Administration At Article X, Shore Protection Board At Section 2-636, Deleting In Its Entirety Subsection (b) Thereof Relating To Alternate Members So As To Delete The Requirement For Alternate Members, Requiring Only A Seven Member Board As Provided In Subsection (a); Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

Jay Boodheshwar, Deputy Town Manager

XIV. ANY OTHER MATTERS

XV. ADJOURNMENT

PLEASE TAKE NOTE:

Note 1: Please submit written comments/materials to council@townofpalmbeach.com or in person to the Town Clerk's Office, located at Town Hall, 360 South County Road. No written materials received after 3:30 p.m. on the Wednesday 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 Wednesday 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 Technology (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

Town Council Meeting on: February 9, 2021

Section of Agenda Minutes

Agenda Title
Town Council Meeting Minutes
Queenester Nieves, CMC, Town Clerk

- a. January 12, 2021, Town Council Meeting Minutes
- b. January 13, 2021, Local Planning Agency Meeting Minutes
- c. January 13, 2021, Town Council Development Review Meeting Minutes
- d. January 15, 2021, Special Town Council Meeting Minutes

Presenter

ATTACHMENTS:

- ▣ **January 12, 2021, Town Council Meeting Minutes**
- ▣ **January 13, 2021, Local Planning Agency Meeting Minutes**
- ▣ **January 13, 2021, Town Council Development Review Meeting Minutes**
- ▣ **January 15, 2021 Special Town Council Meeting Minutes**



TOWN OF PALM BEACH

Town Clerk's Office

MINUTES OF THE TOWN COUNCIL MEETING HELD ON TUESDAY, JANUARY 12, 2021

I. CALL TO ORDER AND ROLL CALL

The Town Council Meeting was called to order at 9:30 a.m. On roll call, all council members were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Town Clerk Nieves gave the Invocation and President Zeidman led the Pledge of Allegiance.

III. MODIFICATIONS TO THE AGENDA

There were no modifications to the agenda.

IV. APPROVAL OF AGENDA

Motion was made by Council Member Moore and seconded by Council Member Crampton to approve the agenda. On roll call, the Motion passed unanimously.

V. BOARDS AND COMMISSIONS APPOINTMENTS

A. Appointments to the Code Enforcement Board.

Queenester Nieves, CMC, Town Clerk

B. Appointments to the Underground Utilities Task Force.

Queenester Nieves, CMC, Town Clerk

Clerk's Note: It was consensus of the Town Council to approve both appointments with one Motion.

Motion was made by Council Member Araskog and seconded by Council Member Moore to approve the appointments of Martin Klein to the Code Enforcement Board and Lewis Katz to the Underground Utilities Task Force. On roll call, the Motion passed 4-0 with Council Member Lindsay absent.

VI. COMMENTS OF MAYOR GAIL L. CONIGLIO

Mayor Coniglio expressed thanks to Danny Dunham, Fire Rescue Lieutenant, for 24 years of service and to Daniel Saint Germain from Public Works, an equipment operator for 23 years, on their retirement. She welcomed James Murphy, new Assistant Director of Planning, Zoning and Building. The Mayor commented on the response to the COVID-19 vaccine, expressing appreciation to Fire Chief Donatto and his team, who had established a protocol envied around the county and the state for distribution. She noted the town was working with Palm Beach County League of Cities, the Health Department, and the federal government to procure additional supply to meet the requests. Mayor Coniglio also commented on the strategy coming forward to protect the retail districts, asking if it would be prudent upon the Council to review with PBZ wine bar qualifications so as not to continue to interrupt the retail districts, and possibly next month for it to be on the agenda to determine if there were parking and notice situations so that everyone would be notified of a change in a retail store.

VII. COMMENTS OF TOWN COUNCIL MEMBERS

Council Member Crampton expressed his appreciation for the vaccine system, which was based on a successful system established in 2009 for the swine flu epidemic. He presented two issues, one, to have discussion about allowing zoom meetings for boards and commissions during the summer months after the COVID-19 crisis passed. Two, he would like discussion by Town Council and Landmarks Preservation Commission and the Preservation Foundation on creating additional incentives for landmarking properties.

Council Member Moore and Council President Pro Tem Lindsay passed on making comments due to today's long agenda.

Council Member Araskog echoed Mayor Coniglio's comments regarding the vaccine program, and agreed with her suggestion for next month's agenda.

Council President Zeidman commented the discussions suggested by Council Member Crampton would be placed on the February agenda. She mentioned that outdoor seating by restaurants would also need to be addressed in the future.

VIII. COMMUNICATIONS FROM CITIZENS-3 MINUTE LIMIT PLEASE

Rene Silvin, Australian Avenue, expressed his gratitude for all the work that had gone into the vaccine rollout, which was brilliant.

IX. APPROVAL OF CONSENT AGENDA

Motion was made by Council Member Moore and seconded by Council Member Araskog to approve the Consent Agenda. On roll call, the Motion passed 4-0 with

Council Member Lindsay absent.

A. MINUTES

1. Town Council Meeting Minutes
Queenester Nieves, CMC, Town Clerk
 - a. December 7, 2020, Special Town Council Meeting Minutes
 - b. December 8, 2020, Town Council Meeting Minutes
 - c. December 9, 2020, Town Council Meeting Development Review Meeting Minutes
2. Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of December 18, 2020.
Wayne Bergman, Director of Planning, Zoning and Building

B. RESOLUTIONS

1. RESOLUTION NO. 001-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Selection Committee Recommendation to Award RFP No. 2021-04. Sea Turtle Nesting Monitoring to D.B. Ecological Services, Inc. in the amount of \$241,952 and a proposed five-year contract of \$1,292,840 based on satisfactory vendor performance and budget authorizations.

The Town negotiated with D.B. Ecological for a cost savings of \$107,252 for the potential five-year award.

Dean Mealy, PurchasingManager

2. RESOLUTION NO. 003-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Bennett Fire Products Co., Inc. for the Purchase of Bunker Gear for the Fire Department in the amount of \$201,460.50 and approve a total award budget of \$207,000.

Dean Mealy, PurchasingManager

3. RESOLUTION NO. 004-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of ITB No. 2021-02, Annual Curb, Bollard, and Tire Stop Painting to Premium Painters as the Primary Vendor and Roof Painting by Hartzell as the Secondary Vendor in the Annual Amount of \$30,000 and a Proposed Five-Year Contract in the Amount of \$150,000 based on Satisfactory Vendor Performance and Budget Authorization.

Dean Mealy, PurchasingManager

4. RESOLUTION NO. 005-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving utilization Florida Sheriff Association contract, and approve a purchase order to Duval Ford, LLC in the amount of

\$97,157.28 and a Project Budget of \$102,000.00 to purchase a replacement Police Department vehicles.

Dean Mealy, Purchasing Manager

5. RESOLUTION NO. 006-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing State Grant of Florida Department of Environmental Protection Contract No. 21PB9, Between the State of Florida Department of Environmental Protection and the Town of Palm Beach Under the Florida Beach Management Funding Assistance Program, Specifically Reimbursement for Lake Worth IMP Implementation, in the Amount of \$309,500, and Authorizing the Mayor to Execute Same on Behalf of the Town.

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

6. RESOLUTION NO. 007-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing State Grant of Florida Department of Environmental Protection Contract No. 21PB3, Between the State of Florida Department of Environmental Protection and the Town of Palm Beach Under the Florida Beach Management Funding Assistance Program, Specifically Reimbursement for the 2020 Mid-Town Beach Nourishment Project, in the Amount of \$3,773,630.50, and Authorizing the Mayor to Execute Same on Behalf of the Town.

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

C. OTHER

1. Request to Consider Ordinance No. 11-2020 at Public Hearing Prior to 5:00 p.m.

Wayne Bergman, Director of Planning, Zoning and Building

2. Request to Consider Ordinance No. 01-2021 at Public Hearing Prior to 5:00 p.m.

Wayne Bergman, Director of Planning, Zoning and Building

3. Palm Beach Island Cats 2020 Annual Report.

Kirk Blouin, Town Manager

X. BOARD/COMMISSION ANNUAL REPORT

- A.** Annual Report of the Recreation Advisory Commission (written report only).

Nicholas Coniglio, Chair

Motion was made by Council Member Moore and seconded by Council Member Araskog to accept the Annual Report of the Recreation Advisory Commission. On roll call, the Motion passed 4-0 with Council Member Lindsay absent.

XI. COMMITTEE REPORTS

A. Report of the Business and Administrative Committee Meeting Held on December 11, 2020.

Lew Crampton, Chair

Council President Zeidman commended Council Member Moore and Council Member Crampton for their good work.

Chair Crampton gave an overview of the Committee's activities on commercial parking. The second of three scheduled hearings had been held, focused on issues around Royal Poinciana Way. Staff suggestions for expansions of paid and placard parking in the general RP area were reviewed. The Committee's objective was to understand the residents' concerns regarding convenience and quality of life, as well as how to best serve businesses by making sure the flow of traffic was efficient and that there was sufficient turnover to support business activities. He announced a hearing on January 26 regarding Worth Avenue parking issues. He also reported the town would be beginning its second survey of use and enforcement patterns, and an aerial survey. The Committee expected to provide recommendations to Town Council at their February meeting. He commented on the planning effort for retail, of which parking would be a part, and also residential parking issues to be considered, especially beach access parking.

Mayor Coniglio thanked Councilmembers Crampton and Moore for their work and expressed appreciation for the idea of a centralized valet.

Council Member Moore assured the Council that any decisions would be brought to Council for their input.

Council Member Araskog requested a list of priorities for discussion, since retail parking had been mentioned. Chair Crampton responded that the committee was open to suggestions and all decisions would come back to Council for review.

Deputy Town Manager Boodheshwar clarified the parking study was a staff driven initiative to provide baseline information.

Council President Zeidman asked Chair Crampton to elaborate on the issue of residential parking at the February meeting.

Motion was made by Council Member Araskog and seconded by Council Member Moore to accept the report of the Business and Administrative Committee Meeting held on December 11, 2020. On roll call, the Motion passed unanimously.

Clerk's Note: A recess was taken at 10:45 a.m. Meeting resumed at 10:55 a.m.

XII. REGULAR AGENDA

A. Matters Pulled From Consent Agenda: If needed

B. Old Business

1. COVID-19 Update

Kirk W. Blouin, Town Manager

TIME CERTAIN: 11:00AM

a. Report from Fire-Rescue Chief on COVID-19 Infections, Hospitalizations and Vaccines

Council President Zeidman thanked Fire-Rescue Chief Donatto and Division Chief Sean Baker and their team for doing an exemplary job of creating a program to vaccinate residents who meet the criteria outlined by the State. She said that Chief Donatto and Chief Baker had developed an extraordinary model, which they then shared with surrounding counties' Fire Departments, including producing a webinar.

Chief Donatto commented this was a town-wide effort against this deadly disease. He commented the number of new cases per day was at a high, and there were 1,024 average cases in Palm Beach County. He felt the operation of giving vaccines had gone very smoothly, and was hoping to get more vaccine soon. An ultra-cold freezer had been ordered for the vaccine which had to be kept very cold. They were helping every other Fire Rescue agency in the county, and were in the process of doing final tweaks to the scheduling process for residents.

Council President Pro Tem Lindsay asked about the certainty of getting the second dose. Chief Donatto responded Dr. Alonzo was committed that for every first dose given, a second was guaranteed, and he believed there would not be a problem. Residents would be notified by an automated email from Acuity and scheduled for their second dose. Council President Pro Tem Lindsay suggested an alert since people might be confused about who Acuity was in the program.

Councilmember Crampton praised Chief Donatto and his team for making the vaccine process very easy and pleasant. The only complaints he heard were that there was no food available after the vaccine was administered. He asked Chief Donatto about the possible relaxation of the supply being saved for second doses being released. Chief Donatto had no knowledge that this was being planned in PB County

Council President Zeidman commented the vaccine was to be given four weeks apart and Dr. Alonzo was committed to holding back 1,000 doses for the 1,000 that had been given.

Council Member Araskog commented that residents told her they did not feel the shot. She stated she was astounded by what Chief Donatto and his team had accomplished. She recommended that veterans contact a veteran's hospital because they might have a supply. Council Member Araskog wanted to make sure there were no internet problems if a lot of emails went out at one time. Chief Donatto responded that a third-party system was in place to protect people's privacy, HIPPA compliant and certified, which could handle extremely high volumes without crashing, so the Town's servers would not be used. Councilmember Araskog asked about the uncertainty of when vaccines would be received. Chief Donatto responded there were no guarantees. Council Member Araskog quoted a statistic that one in six people over 65 would die, and asked that everyone really take care of each other and follow the rules.

Chief Donatto expressed his gratitude for the residents who sent emails expressing their appreciation for the work the fire rescue staff was doing.

b. Discussion About Town-Wide Curfew

Police Chief Caristo explained people were waiting until about 10 minutes until 1 o'clock, right before the 1 o'clock curfew to leave the restaurants, which placed large amounts of people on the streets at the same time. He advised he was working on that problem, and would recommend leaving the curfew in place as is.

Council Member Moore reported hearing from six or seven residents who thought the optics were not what the Council intended, felt it would be more effective if the curfew ended at midnight, and reported some restaurants' outdoor seating seemed overcrowded without six feet between tables. She felt at the least to keep the curfew as it now existed.

Councilmember Crampton suggested moving the curfew to midnight, and holding quiet education conversations with the owners of restaurants that were pushing the envelope.

Council Member Araskog agreed with Councilmember Crampton, and preferred it to be at midnight. She reminded everyone the Town had the right to take away outdoor seating if the rules were

not being followed. She would be open to either 11 p.m. or midnight for the curfew.

Council President Zeidman explained the Governor's order regarding seating.

Chief Caristo explained they did randomly go into restaurants and speak to management, and followed up the next day. He agreed midnight might be better because the later it was the younger the crowd.

Mayor Coniglio expressed her opinion changing the curfew would not cure the problem of large crowds on the streets because if it was changed to midnight, they would still leave close to curfew time to stand outside and wait for transportation. She wanted to find a sweet spot.

Council President Pro Tem Lindsay felt four bar restaurants were probably the abusers and she thought they should have received tickets for letting their people out near curfew time. She thought they should be named and tell them if next month there were still people on the street at curfew the Council would move the curfew. At curfew, the streets should be empty.

Council President Zeidman also commented if curfew was one o'clock that meant no staff on the street going home and no patrons waiting for Ubers. They needed to close earlier to allow time for people to get home.

Council Member Araskog commented the curfew was not just for restaurants, it was for the whole town.

Council President Zeidman called for public comment. There were no public comments at this time.

Council President Zeidman asked for a decision.

Council Crampton supported changing to 12 midnight curfew.

Council Member Araskog supported midnight also.

Council President Pro Tem Lindsay asked if Chief Caristo felt making a change would change behavior; she was interested in compliance. Chief Caristo commented he wanted to start telling management that they were going to be the reason somebody got chided for being out after curfew and it would not reflect well on

their business—they must be responsible for their patrons. If anyone was out after one o'clock their names would be recorded and it would not reflect well on the establishment by putting them in a bad position, and the same thing would happen whether the curfew was at midnight or one o'clock.

Deputy Town Manager Boodheshwar reported staff was monitoring the Q and A and communicating with those making comments and seeing if they wished to speak. Council Member Araskog commented they should not be speaking on Q and A.

Council President Zeidman called for public comment.

Pamela Mciver favored an earlier curfew at midnight.

Nick (no last name given) asked for time to educate their guests and staff before changing the curfew.

Bridget Moran, 257 Dunbar Road, felt if the curfew was moved the problem would just be moved to a different time, and this was an education issue.

John David Cory suggested a compromise at 12:30 p.m. which could be a warning shot to restaurants to shape up.

Town Attorney Randolph commented the problem would just be moved to a different hour if a change was made, and the earlier the curfew, the more the envelope was being pushed, so they might consider leaving the curfew as is.

Council President Zeidman commented the problem was bar scenes with people very close to each other and not wearing masks. Additionally, she added, young people make the assumption they will be fine if they get the virus. The problem with their thinking is they don't realize they will give it to others who may become very sick and die. She recommended staying with the current curfew and letting Chief Caristo do his job getting compliance.

Council Member Crampton felt the goal was to send a message, and he recommended midnight, which would be more supportive of the residents.

Council Member Moore felt the young people violating rules were not outsiders, but children of residents, and her decision was to stay with one o'clock, hoping Police Chief Caristo would start picking up people outside after one o'clock or at least give them a ticket or warning.

Council President Zeidman stated if people did not change, the curfew would be changed to midnight next month.

Council Member Araskog said this was not about restaurants, but about statistics. It was the whole town. She felt midnight was late enough. She asked for Town Attorney Randolph's opinion. The Town Attorney felt it was a policy decision, and that the earlier Council made the curfew the more they would push the envelope thus affecting business.

Council President Zeidman stressed people had to be personally responsible for their behavior, and she wanted everybody to wake up and do what they should do: be home by 10 or 11, do not have big parties in homes, etc. She and Council Member Moore both indicated they understood Council Member Crampton's position.

Mayor Coniglio thanked Council for the full discussion and realization by Council there was no perfect answer. The primary goal was to keep people safe. She hoped the one o'clock curfew would be maintained and the Police Chief would bring everyone into compliance.

Motion was made by Council Member Moore and seconded by Council Member Lindsay to approve maintaining the current hours from 1:00 a.m. to 5:00 a.m. which will be revisited at the February 9, 2021, Town Council Meeting. On roll call, the Motion passed 3-2 with Council Members Araskog and Crampton dissenting.

c. RESOLUTION NO. 008-2021 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida Concurring With The Request Of The Town's Chief Of Police, To Extend The Chief's Declaration Of The Existence Of A State Of Emergency Within The Corporate Limits Of The Town To February 9, 2021, Unless Earlier Terminated By The Chief Of Police, At Which Time The Town Council Will Address The Need For Any Extension Of The Declaration Of Emergency; Providing For An Effective Date.

Council President Zeidman read Resolution No. 008-2021 by title only.

Motion was made by Council Member Crampton and seconded by Council Member Lindsay to approve Resolution No. 008-2021. On roll call, the Motion passed unanimously.

Council President Zeidman announced discussion regarding future meetings via Zoom. She recommended staying on Zoom for February since the infection rate was expected to be high in January.

Council Member Araskog agreed.

Council Member Moore also agreed, but because of the number of vaccines being given asked to wait to decide on March, and decide this month to month.

Council Member Crampton expressed agreement.

Council President Pro Tem Lindsay stated she agreed with Council Member Moore and would like to only consider February at this time, and proceed month to month.

Council Consensus was to hold the February Town Council meeting via Zoom, and to proceed month to month.

Clerk's Note: A recess was taken at 12:20 p.m. Meeting resumed at 12:30 p.m.

Palm Beach Marina Update

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

TIME CERTAIN: 11:30AM

a. Proposed Dockage Rates and Business Plan Update

Carolyn Stone, Director of Business Development and Operations

Director of Business Development and Operations Carolyn Stone provided a brief synopsis of the status of completing the activities on the Marina Gantt Chart and the business plan. She reported since July 2020, 42 annual lease deposits and 14 seasonal deposits had been received, and they were ready to go with new deposit conversions as soon as the rates were approved. She commented the staffing model would allow really excellent service delivery, while managing long term labor costs for the Town. She described the customer relationship management software system, which was helping build a detailed customer profile and identify best leads to advertise and promote the new Marina. A recently approved partnership approved by the Town Council allowed them to begin the process of developing the visual brand identity and brand narrative, which when completed, they could develop the marketing and advertising plan. They had developed a marina teaser website, and had identified owner and crew amenities that could be utilized through the Town's recreational assets. She reviewed proposed rates, estimated revenue and expenses, and employee positions which needed to be filled and in place for the marina opening in fall of 2021. She requested approval of Resolution No. 011-2021.

Council Member Crampton asked for clarification on the charts that were

presented. Ms. Stone responded. Council Member Crampton concluded there were reservations for 65% of the available slips.

Council President Pro Tem Lindsay requested more details. Ms. Stone responded the reservations were from residents, and explained the details of the rates and how they were paid, and that slips could be subleased when the owners were away for the summer.

Council Member Araskog asked about some lower rates, which Ms. Stone explained were paid before the actual rates were known. Council Member Araskog indicated she would like to get through the first year before raising those rates.

Council Member Moore expressed willingness to vote to approve the rates.

Mayor Coniglio confirmed with Ms. Stone that the numbers were within what was projected. The Mayor wanted the dock tender and anyone who was the face of this operation to be so happy to work in the town they would always provide excellent service, and not to be penny wise and pound foolish when setting their salaries.

Town Manager Blouin confirmed the rates were within budget and commented some policy considerations would be presented in the future and goals presented next month. One of those goals would be to develop policies for the marina revenue and financial policies to address the months ahead, and some of that would be included in the budget.

Council President Zeidman expressed her opinion that Ms. Stone's excellent work would provide a world class marina.

b. RESOLUTION NO. 011-2021 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Establishing Town Marina Annual And Seasonal Dockage Rates To Commence In The Fall of 2021, With Deferred Revenue To The Fiscal Year 2022 Budget.

Carolyn Stone, Director of Business Development and Operations

Motion was made by Council Member Lindsay and seconded by Council Member Moore to approve Resolution No. 011-2021. On roll call, the Motion passed unanimously.

c. Proposed Staffing Model for Marina Operations

Carolyn Stone, Director of Business Development and Operations

This item was addressed in Director Stone's earlier presentation.

d. Update on Progress of Project Construction

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

Director of Public Works, H. Paul Brazil, provided a construction update on the marina project, which was on time and within budget. The work had gone well, with no surprises. He explained the following three resolutions involved the low voltage system for security cameras, programmable access for all doors, gates, and openings in the buildings. It contained both power and data and would connect to the Town's fiber optic system. Miller Electric specialized in low voltage and had worked for the Town in the past. He discussed the project further and explained the first resolution was to buy materials, the second was to install low voltage, and the third was to develop a new server room to connect the Marina to the Town's network and support all other software at the Marina.

Council President Pro Tem Lindsay asked about the budget numbers, and Director Brazil explained this system was more expensive than anticipated but there was enough in the budget to cover it.

e. RESOLUTION NO. 009-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Miller Electric Co., in the Amount of \$114,085.51, for Low Voltage Systems Equipment and Materials for the Town Marina Project, and Establishing a Task Budget of \$130,000.

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

Motion was made by Council Member Crampton and seconded by Council Member Moore to approve Resolution No. 009-2021. On roll call, the Motion passed unanimously.

e. RESOLUTION NO. 012-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Increasing Purchase Order No. 200662 to Murray Logan Construction Inc., in the Amount of \$216,439.47, for Labor and Installation Associated with the Low Voltage Systems and Door Revisions for the Town Marina Project, and Approving a Task Budget of \$240,000.

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

Director Brazil explained that this resolution would allow Murray Logan to oversee Miller Electric's installation and provide coordination with multiple trades and the general contractor.

Motion was made by Council Member Araskog and seconded by Council Member Crampton to approve Resolution No. 012-2021. On roll call, the Motion passed unanimously.

f. RESOLUTION NO. 010-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Increasing Purchase Order No. 200662 to Murray Logan Construction Inc., in the Amount of \$168,000, for Electrical and Building Improvements Associated with the Low Voltage Systems for the Town Marina Project.

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

Director Brazil explained the need for servers, which would go into a new closet yet to be built, an existing pump station that needed work, and an emergency generator to provide emergency power.

Motion was made by Council Member Moore and seconded by Council Member Zeidman to approve Resolution No. 010-2021. On roll call, the Motion passed unanimously.

g. Presentation of Conceptual Landscaping Plans Designed by Nievera Williams

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

Director Brazil explained this had gone to Landmarks and would go back after Council's input today, then return to Council for final approval. He reminded Council they had accepted a very generous donation from Keith Williams to do this design pro bono, and Scott Snyder offered to raise any funds necessary to build the project.

Keith Williams presented ideas and concepts to bring back the softness, scale, and shadows of the historic Lake Trail and create a world class, inviting Marina Park with beautiful gardens.

Council Member Moore commented that Mr. Williams's design was stunningly beautiful and asked if staff or outside contractors would do the maintenance. Director Brazil responded this would be contracted to local vendors. Council Member Moore asked if residents would think there was not enough grass. Director Brazil thought a few of the pathways were very important, and wanted to get input from others. Council Member Moore asked about funding for maintenance. Mr. Williams responded this would be a native, evolving garden that did not require a lot of maintenance.

Council Member Araskog thought the design was beautiful but had liability and maintenance cost concerns and asked for calculations to be sure no

green space was lost.

Council Member Crampton stated he was really impressed. He believed the design met the functional needs and also added a lot more in hidden gems in little spots, and the emphasis on native plants was very important to the Town's identity. He asked about spaces for dogs, which Mr. Williams indicated would be shown at the next presentation.

Council President Pro Tem Lindsay asked Mr. Williams to meet with the Royal Park Homeowners Association members who live along South Lake Drive for their input since they live there, and they had asked not to take away any useable green space. She was concerned about people hiding in some of the screened areas, and informed Mr. Williams the Council had approved circular seating and a flagpole, which he did not know about. He commented he would work with staff to approach the situation. Council President Pro Tem Lindsay asked Director Brazil for an estimate of maintenance costs. Director Brazil responded.

Mayor Coniglio confirmed with Mr. Williams the asphalt pathway was not being taken away, just enhanced with wood in some of the connections. The Mayor expressed concerns about saltwater deterioration, suggested using composite materials or stone for benches that did not collect as much heat,, assuring the pathways would not be bumpy for bikes and strollers, consideration of views from the apartment buildings, and being sure to get input from the homeowners' association.

Council President Zeidman commented on the design, all filtered light and shadow, which was beautiful. She confirmed the walkways were a type of stabilized stone and cautioned too much might reduce green space and the Town did not want to go to a referendum. She asked for a meeting with the residents, and reported most of the Council's preference had been to have grass next to the seawall.

Council Member Araskog felt it was important to have a space where dogs could run. She liked Mr. Williams's placement of the flag better than what had been voted on. She wanted more of the residents to have input, and thought this was a dynamite job as long as the green space was right. Mr. Williams assured Council they would calculate the green space.

Council President Pro Tem Lindsay felt the benches were too modern and did not reflect Palm Beach style.

Deputy Town Manager Boodheshwar commented this presentation was made today to get input and changes would be made before going to the Landmarks Preservation Commission. He assured Council they were working on green space calculations and they would keep the public

informed.

Council President Zeidman called for public comment.

Gordon McCoun, 34 Chilean Avenue, speaking on behalf of Royal Park Homeowners Association, commented the design exceeded expectations. He proposed using their forum to get feedback from the condominium and co-op associations, then getting a representative group from their RPHA to meet with the Town to give their feedback and allow all to get on the same page.

John David Corey, 426 Australian Avenue, commented the Friends wanted to be involved and to help in fundraising. He thanked Mr. Williams for the extraordinary design, and commented he was sure the green space would be worked out. He felt adding just one landscape island of grass in the parking area would help, suggested using a coconut palm, felt the flagpole location was an improvement, and looked forward to participating in raising money and giving money.

Ethel Steindel, 315 South Lake Drive, spoke as a resident and also as a member of Friends of Lake Drive Park, complimented Mr. Williams on the beautiful softness and fluidity of the design and native plantings. Her main point was this park was a buffer between the Marina and the neighborhood, and suggested tweaks such as benches and other items being more in keeping with the building and the neighborhood in general, and asked for comfortable benches with backs to be able to spend time there and watch the sunsets.

Deputy Town Manager Boodheshwar asked Mr. Williams to host an input session with the community and work out the details with Mr. McCoun. Mr. Williams agreed. Council President Zeidman expressed her appreciation.

Council Member Araskog asked to hear all resident input before Council gave their input, and requested a stakeholders meeting before this went to Landmarks. Council President Zeidman clarified the timeline included an input session with the community, as well as meetings with other stakeholders and then go to Landmarks Preservation Commission. She confirmed that the design will come back to Council again once approved by the LPC.

Mayor Coniglio commented it was not Council's job to make design directives for Landmarks. The purpose of that Commission was to give Council their input and it would come back to Council for additional fine tuning. She cautioned not to slow down the process.

2. Town-wide Undergrounding Project

a. Review of Project and Dashboard, Summary of Project Status

Patricia Strayer, P.E., Town Engineer

This item was moved forward on the agenda.

Town Engineer Patricia Strayer noted a written report had been provided. She reviewed four phases currently under construction including progress on specific chicanes and easements. Demonstration chicanes would be installed as soon as possible to generate more discussion. Scheduling had been done to get the most work done before expiration of the grant money program.

Mayor Coniglio asked about slow progress on phase five north. Ms. Strayer responded they planned to make up time by putting up demonstration chicanes. The Mayor inquired about the possibility of budget reductions, and emails she had received regarding the pre-payment program. Director of Finance Jane Le Clainche reported that the pre-payment opportunity expires on February 3 and the emails could be sent to her. She commented on the pre-payment program.

Council Member Araskog asked about notification to residents. Director LeClainche responded that a letter was sent to every property owner with an assessment.

Council President Pro Tem Lindsay asked about scheduling, since West Palm Beach would be replacing the water main on South Lake Drive at the same time undergrounding was taking place, and asked Town Engineer Strayer to add the potential impact on the marina to her monthly report. Town Engineer Strayer responded, describing the scheduling and stating bids should be ready to bring to Town Council in March. Following approval, the project should start in March and should be a 6-month project.

Council Member Araskog offered help on any issues with chicanes or easements and thanked Ms. Strayer for her work.

Council Member Moore asked about hiring a replacement for Steve Stern. Town Manager Blouin reported they were working to replace him as soon as possible, and Public Works had contracted for additional administrative support until a new employee could be hired. In the interim, Ms. Strayer and Mr. Brazil would work with a team to keep moving forward on the project. Ms. Strayer would lead the team, and she had been very involved through the entire project.

Council Member Araskog commented she had received wonderful comments from residents about Ms. Strayer's work.

3. Consideration of Town Attorney's Findings, Relative to the Root Trail Beach Access.

John C. Randolph, Town Attorney

Town Attorney Randolph advised a great deal of research had been done on this matter. The initial research done by his firm showed Root Trail access to the beach was dedicated to the public and to the Root Trail property owners. Guy Rabideau represented Root Trail Partners LLC and he had a different opinion regarding the dedication, saying the Town had not accepted the dedication, and Attorney Randolph did not agree. However, Attorney Randolph indicated they did get title to the property by virtue of the tax deed sale in 1995, so he looked to the issue of prescriptive easement and believed the four criteria to be a prescriptive easement had been met. He was referring to the north 10 feet of Root Trail, but believed it would also be the same for the south 10 feet of Root Trail, since research indicated it was dedicated to use of the public and he believed the Root Trail access had been used by the public for a period of 50 years or more, which had been confirmed to him by a number of people. The Town Attorney advised the purpose of his memo was to try to get some resolution by Town Council. The application made with the Building Department was to gate the property, close off access to the public, and have it privately owned. He recommended that the Building Department not issue a permit, because he believed the prescriptive easement prevailed and it should remain open to the public.

Council Member Araskog asked how Council Members should respond today when the public spoke, in case this should go to court. Town Attorney Randolph responded not to be too concerned about comments because if this went to court the Town's defense would be this was a prescriptive easement open to the public, and evidence would be taken from those who had used this open access for more than 20 years. Council Member Araskog agreed.

Council President Zeidman called for public comment.

Guy Rabideau, 440 Royal Palm Way, Suite 101, stated he represented Root Trail Partners, the owner of the north 10 feet of the access. He explained why he believed the fourth element required for a prescriptive easement had not been met, and cited two cases as support. He stated if they had to sue, they would, and he believed that was the position of Ocean Towers also.

Bill McHenry, 126 Root Trail, commented he and his wife had owned their home since 1995 which was the closest home to the beach on the south side of Root Trail. Approximately 3 years ago they started noticing a change, with an influx of people, parking on Root Trail and in St. Edward's lot. Signage posted at the end of Root Trail described a dog-friendly non-restricted beach and gave directions of how to get there. This posting, along with others plus word-of-mouth, had significantly changed the Root Trail and increased the amount of people using and abusing the beach because of no facilities. He stated Root Trail Partners chose to allow the residents of the neighborhood to have access to the beach, however, the current situation required limiting this in order to stem the abuses occurring night and day. He felt Root Trail Partners and Ocean Towers Condominium should have the same right as others to gate their own private entrance.

Council Member Araskog wanted to defer this matter for a month to allow time to read the two court cases Mr. Rabideau had sent to Council. Town Attorney Randolph responded he had no objection and the entrance to the beach would remain open until the Town Council made a decision. Discussion ensued. Town Attorney Randolph advised he did not necessarily agree with Mr. Rabideau's opinion regarding a quit claim not being accepted.

Helen Starr, Ocean Towers resident and board member, did not agree with Attorney Randolph's opinion of a prescriptive easement, and stated her reasons. She pointed out this was one of four public access points, so the public still had access. Ocean Towers stood with Root Trail as neighbors, and it had never been adverse, only in the past two years demographics had changed the situation. She stated Ocean Towers was ready to join with Root Trail to protect their property rights.

Daphne Flach, 235 Sunrise Avenue, near the Root Trail entrance, expressed her appreciation for all the work the Town had done on this matter. She did not agree with the last three years being taken over by people who were not neighbors except when it was a big holiday, stated they were neighbors and she talked to them all the time, and they had a lovely time after 4 p.m. She commented they would like to just be able to walk over to Root Trail and enjoy the ocean, they loved the ocean and its proximity, and she wanted everyone to remain neighbors.

Timothy Hanlon, 340 Royal Poinciana Way, represented a group of homeowners on the west portion of Root Trail who believed all the elements existed for prescriptive easement. He stated Mr. Rabideau presented no factual evidence to support his claim regarding the fourth element. Also, they believed the tax deed to be void so there never could have been a valid tax sale, and the "No Trespassing" sign was further evidence of a hostile use.

Council President Zeidman confirmed with the Town Attorney that he believed the prescriptive easement would apply to both the north and south 10 feet of Root Trail.

Council Member Araskog asked if Town Attorney Randolph felt there had been enough notice for today's meeting and whether this should be deferred until next month. Attorney Randolph responded, and then clarified today's vote would not be for a prescriptive easement, but to recommend that the Planning, Zoning and Building Director not grant a permit for a gate at this time.

Council Member Crampton felt Council could ask the Building Department not to grant the request to issue the permit to build the gate, and felt more clarity needed to be provided to the situation from a legal standpoint and that further research was needed.

Motion was made by Council Member Crampton and seconded by Council Member Moore to not issue a permit by the Building Department at this time. During discussion of the motion, Town Attorney Randolph stated he understood this to be a temporary decision as this matter was still being researched. Discussion ensued. On roll call, the Motion passed 4-1 with Council Member Araskog dissenting.

C. New Business

1. Skees Road Landfill Long Term Lease for an Access Road
H. Paul Brazil, P.E., Director of Public Works

This item was moved forward on the agenda.

Town Manager Blouin reported Mr. Jeff Green had made an official request to use Town property on Skees Road currently used for landfill, to build a roadway. Kimley-Horn had provided an appraisal, estimating upfront costs of \$300,000 to install the roadway and annual lease payments from \$50,000 to \$100,000.

Director of Public Works Paul Brazil described the location of the proposed roadway on the perimeter of the property, and reported this information had been sent to Mr. Green, but he had not responded. He questioned whether the Council wanted to pursue this matter.

Council Member Araskog felt it was worth continuing to explore if Mr.

Green paid the upfront cost.

Council Member Moore stated she agreed with Council Member Araskog.

Council Member Crampton also expressed his agreement, and proposed using some of the money for upgrading facilities for landfill employees, and supported Town Manager Blouin and Director Brazil in efforts to negotiate a cordial agreement. He pointed out a section of the information on this having to do with permits that indicated the Town would pay, and stated Mr. Green should cover all the upfront costs.

Town Manager Blouin commented they would use a ground lease attorney to work through some issues, more work must be done on details before an agreement could be formulated, and Town Council would give final approval.

Mayor Coniglio agreed a land lease attorney should be involved. She pointed out the appraisal applied to landfill uses and not an auxiliary use, so that could modify the lease agreement. She asked about the impact of doing this when the Town was pursuing the Okeechobee landfill leasing as well.

Director Brazil commented part of the upfront cost was acknowledgment that some landfill capacity would be lost and at some point, and that capacity would need to be taken to the Solid Waste Authority, but the landfill would still be viable for many years. He added that all negative impacts were covered financially in the \$300,000.

Council President Zeidman commented she wanted to make sure any fees had been defined and the Town would not be exposed to any type of increased cost.

Director Brazil responded their assumption was it could not be negative for the taxpayers.

The consensus of Town Council was to proceed with the proposal.

XIII. ORDINANCES

Ordinances were moved ahead on the agenda.

A. First Reading

Deputy Town Manager Boodheshwar advised the following two ordinances were related, and were follow-up ordinances to begin the codification process to eliminate alternate positions on both the Recreation Advisory Commission and the Shore

Protection Board. No one would immediately be removed from either of the boards since the positions would be eliminated by attrition.

1. ORDINANCE NO. 02-2021 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending Chapter 74 Of The Town Code Of Ordinances At Article I, Section 74-1 To Delete Subsection (b) Thereof Relating To Alternate Members, Thereby Deleting The Requirement For Alternate Members And Providing For A Seven Member Board As Defined In Subparagraph (a) Of Section 74-1; Further Amending New Subsection (f) To Delete Any Reference To Alternate Members; Providing For Severability; Providing For Repeal Of Any Ordinances In Conflict Herewith; Providing For Codification; Providing for an Effective Date.

Jay Boodheshwar, Deputy Town Manager

Town Attorney Randolph read Ordinance No. 02-2021 on first reading by title only.

Motion was made by Council Member Araskog and seconded by Council Member Crampton to approve Ordinance No. 02-2021 on first reading. On roll call, the Motion passed unanimously.

2. ORDINANCE NO. 03-2021 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending Chapter 74 Of The Town Code Of Ordinances Titled Administration At Article X, Shore Protection Board At Section 2-636, Deleting In Its Entirety Subsection (b) Thereof Relating To Alternate Members So As To Delete The Requirement For Alternate Members, Requiring Only A Seven Member Board As Provided In Subsection (a); Providing For Severability; Providing For Repeal Of Any Ordinances In Conflict Herewith; Providing For Codification; Providing for an Effective Date.

Jay Boodheshwar, Deputy Town Manager

Town Attorney Randolph read Ordinance No. 03-2021 on first reading by title only.

Motion was made by Council Member Araskog and seconded by Council Member Crampton to approve Ordinance No. 02-2021 on first reading. On roll call, the Motion passed unanimously.

XIV. ANY OTHER MATTERS

There were no other matters to come before the Town Council at this time.

XV. ADJOURNMENT

The Town Council Meeting of January 12, 2021 was adjourned at 2:53 p.m.

APPROVED:

Margaret A. Zeidman, Town Council President

ATTEST:

Queenester Nieves, CMC, Town Clerk

Date



TOWN OF PALM BEACH

Minutes of the Local Planning Agency Meeting Held on January 13, 2021

I. CALL TO ORDER AND ROLL CALL

The Local Planning Agency Meeting was called to order January 13, 2021 at 9:30 a.m. On roll call, all of the elected officials were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Administrative Specialist Churney gave the invocation. Council President Zeidman led the Pledge of Allegiance.

III. ORDINANCES

1. **ORDINANCE 11-2020** An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Town Of Palm Beach's Comprehensive Plan By Amending The Infrastructure Element, As Well As The 10-Year Water Supply Facility Work Plan; Providing For Incorporation Of Recitals; Providing For Severability; Providing For Repeal Of Ordinances In Conflict Hereof; Providing For Codification; Providing An Effective Date.

Director of Planning, Zoning and Building Wayne Bergman explained the proposed changes to specific sections of the Code for Ordinance 11-2020, in relation to the water supply work plan. He added that this plan would be presented to the Town Council at their meeting on second reading. If approved, Mr. Bergman stated he would transmit the changes to the Department of Economic Opportunity as well as other

state and county agencies.

Motion made by Council Member Lindsay and seconded by Council Member Crampton to recommend the adoption of Ordinance 11-2020 to the Town Council. Motion carried unanimously.

2. **ORDINANCE 01-2021** 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 I, In General, Section 134-2, Amending The Definition Of Supplemental Parking To Allow Supplemental Off-Site Shared Parking In Underground Garages Without The Requirement Of First Meeting All On-Site Required Parking; At Article VI, District Regulations, Sections 134-1107, 134-1157 And 134-1207, Permitted Uses, In The C-TS, C-WA And C-OPI Commercial Zoning District To Allow Supplemental Off-Site Shared Parking In An Underground Parking Garage As A Permitted Use Provided That Said Parking Does Not Exceed 50 Percent Of The Parking Inventory In An Underground Garage And Providing A Sunset Provision For Said Use In Those Districts On March 13, 2024, Unless Extended Or Modified By The Town Council; At Article VI, District Regulations, Sections 134-1109, 134-1159 And 134-1209, Special Exception Uses To Cross Reference The Supplemental Parking Regulations In Sections 134- 2177 And 134-2182, At Article IX, Off-Street Parking And Loading; Section 134-2177 Location Of Parking Spaces, And Section 134- 2182, Location Of Parking Spaces, By Allowing Off-Site Supplemental Parking In An Underground Parking Garage As A Permitted Use In The C-WA, C-TS And C-OPI Zoning Districts And Sunset The Provisions In This Ordinance On March 13, 2024, Unless Extended Or Modified By The Town Council; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

Mr. Bergman explained the proposed changes to specific sections of the Code for Ordinance 01-2021, in relation to shared supplemental off-site parking. He stated that this Ordinance would apply only to the underground parking garages and it is a three year pilot program.

Council Member Araskog thought a mechanism should be added to the Ordinance to handle any issues from residents. She thought there was the potential for unintended consequences as a result of the proposed changes. She expressed concern for making the change without a traffic study and the inability to stop the program before the three year end of the pilot program. She added that she could not support the Ordinance at this time.

Council Member Crampton was comfortable with the changes, particularly since the item was discussed among the Planning and Zoning Commission. He also felt comfortable with the addition of the sunset provision and the 50% capacity limit. He felt the permit stopped

the bureaucracy and made parking issues smoother. He also stated that the Town Council debated some of the issues raised and did not feel the conditions would be detrimental to residents.

Council Member Araskog thought something should be added in the Ordinance in the event that any issues were raised. Town Attorney Randolph stated that the Ordinance could be changed at any time.

Council Member Moore believed the item had been discussed and was a way to start the process of rectifying some of the parking issues in the Marina District. She added that she would support the Ordinance.

Council Member Lindsay reminded the LPA that the process was started over a year ago. She thanked Town Attorney Randolph for reminding them that changes could be made at any time. She thought the process had been fair, cautious and could always be undone. She supported the Ordinance.

Mayor Coniglio inquired how an immediate issue could be remedied. Town Attorney Randolph stated that the issue could be brought back immediately for consideration as an amendment on first reading. He also stated that it could be rescinded on an emergency basis. Mayor Coniglio stated that Attorney Randolph's recommendations brought her great comfort.

Motion made by Council President Pro Tem Lindsay and seconded by Council Member Crampton to recommend the adoption of Ordinance 01-2021 to the Town Council. Motion carried unanimously.

IV. ADJOURNMENT

The meeting was adjourned at 9:41 a.m. without benefit of motion or roll call.

APPROVED:

Margaret Zeidman, Town Council President

ATTEST:

Kelly Churney, Administrative Specialist



TOWN OF PALM BEACH

Minutes of the Development Review

Town Council Meeting

Held on January 13, 2021

I. CALL TO ORDER AND ROLL CALL

The Development Review Town Council Meeting was called to order January 13, 2021 at 9:42 a.m. On roll call, all of the elected officials were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

Administrative Specialist Churney gave the invocation. Council President Zeidman led the Pledge of Allegiance.

III. COMMENTS OF MAYOR GAIL L. CONIGLIO

Mayor Coniglio thanked the staff for a well-run caucus on the previous evening. She also added her congratulations to Julie Araskog and Danielle Moore.

IV. COMMENTS OF TOWN COUNCIL MEMBERS

Council President Zeidman also thanked staff and fellow citizens who participated in the caucus. She reminded everyone that tomorrow would be Arbor Day, and discussed the event planned at Phipps Ocean Park. She thanked staff for moving the time extension waiver agenda item to the end of the agenda.

Council President Pro Tem Lindsay discussed the well-received wait list for the COVID vaccine.

Council Member Araskog thanked staff and colleagues for a successful caucus. She also expressed thanks for the wait list for the COVID vaccine. She thanked staff for moving the time extension agenda item to the end of the agenda.

Council Member Moore thanked staff for a successful caucus. She added that she would be proud to serve as the Town's Mayor.

Council Member Crampton congratulated Julie Araskog and Danielle Moore. He thanked Jay Boodheshwar and staff for the successful caucus. He added that he looked forward to serving with a great team in the coming year.

Council Member Araskog thanked Queenester Nieves for her help in making the caucus successful.

V. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

There were no communications from citizens at this time.

VI. APPROVAL OF AGENDA

Director of Planning, Zoning and Building Bergman read the following requested modifications:

Deferral of Item VII. A. 1 to the February 10, 2021 meeting.

Deferral of Item VIII. B. 1 (a) to the March 10, 2021 meeting.

Deferral of Item VIII. B. 1 (c) to the February 10, 2021 meeting.

Deferral of Item VIII. B. 2 (a) to the February 10, 2021 meeting.

Deferral of Item VIII. B. 2 (d) to the February 10, 2021 meeting.

Deferral of Item VIII. B. 2 (e) to the February 10, 2021 meeting.

Deferral of Item VIII. B. 2 (g) to the February 10, 2021 meeting.

Deferral of Item VIII. B. 2 (h) to the February 10, 2021 meeting.

Deferral of Item VIII. B. 2 (i) to the February 10, 2021 meeting.

Deferral of Item VIII. B. 2 (j) to the February 10, 2021 meeting.

Motion made by Council Member Araskog and seconded by Council Member Moore to approve the agenda as amended. Motion carried unanimously.

Council Member Moore expressed concern for the number of deferrals. Director Bergman explained the process for placing projects on the agenda.

VII. DEVELOPMENT REVIEWS

A. Appeals

1. ARCOM Appeals of B-063-2020 160 Royal Palm Way

This item was deferred to the February 10, 2021 meeting during the approval of the agenda, Item VI.

B. Variances, Special Exceptions, and Site Plan Reviews

1. Old Business

- a. **Z-19-00232 SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S)** Zoning District: C-WA Worth Avenue The application of 125 Worth Partners, LLC, Applicant,

relative to property located at **125 WORTH AVE**, legal description on file, is described below. The applicant requests Site Plan Review modification approval for revitalization, renovation and expansion of the 45 year-old nonconforming commercial building located at 125 Worth Avenue in the C-WA zoning district. The building will be completely renovated architecturally using design themes found in the Worth Avenue Design Guidelines. In addition, a two story addition is being proposed on the east end of the property. To make this project financially feasible, the owners are requesting to demolish and rebuild the existing fourth story and expand its footprint to add four residential units. In addition to the Site Plan Review proposed modifications, the applicant is requesting the following Special Exceptions and Variances required to complete the project: 1. Per Section 134-1163(8)b., a special exception for a two-story and fourth story addition. The existing building is four stories but it is being expanded. 2. Per Section 134-2182(b), a special exception for on-site shared parking, subject to a professional shared parking analysis. 3. Per Section 134-419, a variance to allow an expansion of an existing nonconforming building by increasing the height from 53' in lieu of the 49'2" existing and the 25' maximum allowed by code. 4. Section 134-419, a variance to allow an expansion of an existing nonconforming building by increasing the overall building height to 63'4" in lieu of the 53'8" existing and the 35' maximum allowed by current code. 5. Per Section 134-419, variance to allow an expansion of an existing nonconforming building by increasing the existing air conditioned floor area of the fourth story to 13,212.9 square feet from 3,448.75 square feet existing. An open fourth story trellis of 5,433 square feet is also proposed in this application and included in the calculation of lot coverage, below. There is an existing exterior fourth floor covered area of approximately 3,290 Square feet in addition to the existing air conditioned floor area on the fourth story of the building. 6. Per Section 134-1163(5), variance to allow a minimum front yard setback of 1'1" for portions of the building in lieu of the 5' existing and the 5' minimum required on the private property. The sidewalk is required to be a minimum of 10' wide and this proposal is a minimum of 8'2" in the area where the sidewalk is only 1'1" wide on private property. 7. Per Section 134-1163(9)b., variance for lot coverage of 71% on the first floor in lieu of the 57% existing and the 35% maximum allowable. 8. Per Section 134-1163(9)b., variance for lot coverage of 71% on the second floor in lieu of the 57% existing and the 35% maximum allowed for second story. 9. Per Section 134-1163(9)b., variance for lot coverage of 54% on the fourth floor in lieu of the 20% existing and the 35% maximum allowable by code. 10. Per Section 134-419, a variance to allow an expansion of an existing nonconforming building by increasing the existing building length at the east end of the building from 201'8" to 246' in lieu of the 150' permitted as of right in the C-WA zoning district. [Applicant's

Representative: James M. Crowley Esq] [The Architectural Review Commission deferred this project to their February 24, 2021 Meeting. Carried 6-1.] Request For Deferral to the March 10, 2021 Meeting Per Letter from James M. Crowley.

This item was deferred to the March 10, 2021 meeting during the approval of the agenda, Item VI.

- b. **Z-20-00289 SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S)** Zoning District: C-B Commercial The application of LR Palm House LLC (Ian Livingstone, Executive Chairman), Applicant, relative to property located at **160 ROYAL PALM WAY**, legal description on file, is described below. Section 134-1304 (5): Request to modify Site Plan Review # 1-2016 with Special Exception to change the approved use from condo-hotel to hotel; modify the previously approved site plan; and amend the conditions of approval in the Declaration of Use Agreement, as identified in the proposed Third Amendment to the Declaration of Use which is Exhibit "F") of this application. The proposed site modifications being requested as follows: Section 134-1304(5): The existing Palm House hotel is located at 160 Royal Palm Way, Palm Beach, Florida. It is currently vacant and construction is partially completed. The structure is three stories with a partially enclosed basement containing parking and back-of-house functions. The hotel is 84,495 gross square feet in total. There is an East and West guest wing, and these wings are connected by a central core containing the Main Entrance and other partially completed public functions. A separate conference and events "Function Room" and partial pool deck was also constructed at the southeast portion of the property. Section 134-227. 326 & 329 1729(2) (c): (Site Plan Review) The new owner/applicant is proposing new work for the hotel which includes the following site plan modifications: 1) Completion and conversion of guest rooms for a total of 79 keys. Two new presidential suites will be constructed within the building core, each with private outdoor balconies. 2) Completion of the lower level for back-of-house, administrative and housekeeping functions for the hotel. The interior modifications for the lower level includes renovation of partially completed areas including kitchen, food storage, housekeeping, staff areas and hotel administrative offices. The owner is requesting an additional 148 SF to provide a new service stair form the lower level to support the Pool Area. Additional areas for renovation include spaces for MEP Infrastructure such as electrical, hot water, and elevator systems. The proposed modifications remove all Hotel Guest program areas from the lower level. The lower level renovation includes restoration of parking area for 60 parking spaces including three accessible parking spaces. Two parking spaces which includes on Van Accessible parking space is located behind

the existing function room. All parking will be Valet only per the Declaration of Use Amendment Three. Total on-site parking provided is 62 spaces. 3) A new pool deck will be constructed adjacent to the existing Function Room, with various amenities that include chaise lounges and outdoor seating, shade umbrellas, toilets, a towel/concierge stand, open-air bar with enclosed pantry behind, water features, lush native plantings, and Event Lawn to be used as a pre-function space, or for small wedding and/or overflow sun bathing; 4) The first level lobby and public spaces will be completed to include fine dining and lobby bar, with 88 indoor seats as well as 36 outdoor seating facing the new pool deck. The second floor dining that was previously approved has been eliminated to make room for the reconfigured hotel suites which include the new presidential suites; 5) The Function Room construction will be completed and the seating plan in the Function Room is being revised to add 50 more seats for a total of 200 seats (the total overall number of seats throughout the hotel that was previously approved is being reduced from 336 to 324); 6) A small 556 square foot banquet prep kitchen is proposed to be constructed adjacent to and on the east side of the existing Function Room. 7) Replace a 250 RW generator in the basement with the same size that exists today. - Other exterior Improvements will include new third floor railings, re- painting, new exterior floor finishes, trellises and a covered walkway leading to the existing Function Room. Fenestration requiring replacement will be replaced with similar windows and doors. Addition of a small 61 square foot pool service building; enclosing the 679 square foot function room pre-function space on the west side of the Function Room; addition of 588 square foot restroom for Function Room, addition of 556 square foot prep kitchen for Function Room and addition of 148 square foot stairwell to access Function Room prep kitchen. The following is a list of the proposed special exceptions and variances being requested for the hotel project: 1) Section 134-226 & 229: A special exception request to modify the approved special exception by converting from a condominium hotel to hotel use and make the site modifications and change to the conditions of approval as identified in this application. 2) Section 134-1305: A special exception request to allow 36 seats for outdoor dining on the first floor on the north side of the pool deck; and 3) Section 134-1308(9): A variance for lot coverage to be 63.8% in lieu of the 62.8% existing and the 50% maximum allowed in the C-B Zoning District; 4) Section 134-1308(8): A variance for the addition of railings and solid wall on the east facade of the hotel above the second floor where only a two story building is allowed in the C-B Zoning District; 5) Section 134-1308(8): A variance for the addition of railings and solid wall on the east facade of the hotel with a height of 31.83 feet in lieu of the 25 foot maximum allowed; 6) Section 134-1669: A variance for the height of the wall enclosing the dumpster located at the southeast corner of the

property to be 13.25 feet tall in lieu of the 7 foot maximum height allowed from the neighbor's grade; 7) Section 134-1308(8): A variance for the two story open air addition on the south side of the hotel for a hotel suite balcony on the second floor and covered dining on the first floor with a height of 33.58 feet in lieu of the 25 foot maximum allowed in the C-B Zoning District; 8) Section 134-1308(8): A variance for the two story open air addition on the south side of the hotel for a hotel suite balcony on the second floor and covered dining on the first floor with an overall height of 42 feet in lieu of the 35 foot maximum allowed in the C-B Zoning District; 9) Section 134-1669: A variance for the height of the wall along the rear property line to be 8.5 feet in lieu of the 7 foot maximum allowed from the neighbor's grade; 10) Section 134- 1669: A variance for the height of the wall enclosing the existing chiller at the south west corner of the property to be 12 feet tall in lieu of the 7 foot maximum allowed from the neighbor's grade; 11) Section 134-1308(7): A variance for a rear yard setback for the chiller to be 2.25 feet in lieu of the 10 foot minimum required in the C-B Zoning District; 12) Section 134-1308(6): A variance for a west side yard setback for the chiller to be 5.8 feet in lieu of the 10 foot minimum required in the C-B Zoning District. [Applicant's Representative: Maura Ziska Esq] [The Architectural Review Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject property. Carried 7-0.] [The Architectural Review Commission approved the project as presented with a condition relating to the service gate, the doors in the banquet kitchen and that the windows and railings will return to the January 27, 2021 meeting. Carried 6-1.]

Administrative Specialist Churney swore in Maura Ziska, Mark Banfield, architect with Cooper Carry, and Kathy Logan.

Ex parte communications disclosed by Council Member Araskog.

Maura Ziska, attorney for the applicant, provided an overview of the project and thoroughly reviewed and explained the various zoning items being requested.

Zoning Manager Castro provided staff comments, including discussion of proposed changes from the original approval.

Council President Pro Tem Lindsay thought the Town Council should be cautious when reviewing all of the new function activities, particularly with the hotel's proximity to a residential neighborhood, which raised new questions.

Council Member Crampton agreed with Council President Pro Tem Lindsay and thought the focus should be on the new uses as

well as proximity to the neighbors. He added that the renovations were fantastic and the hotel would be a nice addition to the Town.

Council Member Araskog inquired as to Mr. Castro's view on the number of seats allowed. Mr. Castro responded with his concerns. Council Member Araskog inquired about the parking for the employees. Ms. Ziska responded there would be off-island parking for employees and they would be bussed to work. Council Member Araskog inquired about the landscape buffers on the perimeter of the property, which the applicant provided. Council Member Araskog wanted to look carefully at the Declaration of Use.

Council President Zeidman shared the concerns of her fellow council members and questioned the effect of sound and light for the surrounding neighbors as well as safety with the addition of traffic in the area. Council President Zeidman inquired about the width of the landscape buffer, to which. Sean McLendon, with Cooper Carry, responded.

Mr. Castro added that the applicant would need to have approved storm drainage plans.

Council Member Moore inquired about the greenspace size for the pre-function space. Kathy Logan, with Cooper Carry, responded. Council Member Moore expressed some concern about the number of functions, numbers of people, and noise.

Mayor Coniglio inquired about the number of cars that could be accommodated by the valet service. Ms. Ziska responded. Mayor Coniglio inquired if there was a plan for overflow parking. Ms. Ziska stated that no plan had been established at this time.

Ms. Ziska stated that there were several declaration of use agreements that were being combined into a single document, which would address many of the Council's concerns. She added that they would return with the proposed declaration of use at a future meeting.

Council Member Araskog inquired about the variance for the third story. Ms. Ziska provided further explanation for the variance.

Council Member Pro Tem Lindsay further explained her concerns addressing some of the items in the Declaration of Use Agreements.

Council Member Crampton asked for clarification as to what was requested for today. He asked for a new Declaration of Use. Attorney Ziska responded that was in process and they were asking

for site plan approval today.

Council President Zeidman tried to clarify what was being requested. Ms. Ziska commented seating had been previously approved.

Mr. Castro thought that if approved, the approval should be conditional and based upon approval of a Declaration of Use Agreement and Construction Management Agreement.

Council President Zeidman called for public comment.

Administrative Specialist Churney swore in Donald Lunny and John Eubanks.

Donald Lunny, Attorney for Virginia C. Simmons at 133 Brazilian Avenue, explained the plans presented today were the result of settlement discussions and the applicant agreed there would be no permits pulled until approval was received. He reviewed items which would be in the Declaration of Use and described the developer as reasonably cooperative. He commented Attorney Ziska, Town staff, and Attorney Randolph had been excellent to work with.

John Eubanks, Attorney for the DeVries, owners of 141 and 149 Brazilian Avenue, asked to focus on limiting the effect of the function room. He reported they had worked on limiting sound, and now were concerned with lights, and described proposed higher walls and landscape changes. He added that they would submit the proposed changes for ARCOM approval moving forward. He stated that his clients did not object to what had been presented to this point.

Council Member Crampton commented he could conditionally approve the project because he believed it would be a good property for the Town's brand and the aesthetics were at a very high level. He thanked Attorney Ziska and the developer for holding discussions with the lawyers of those opposing the project. He was happy that the applicant's team worked with the neighbors to come up with solutions, and that a single Declaration of Use Agreement as well as a Construction Management Agreement would return to the Council so that they could deal with details.

Council Member Araskog inquired of Attorney Lunny if he had any concerns on what was being requested with the current application. Attorney Lunny responded. Ms. Araskog noted Council's approval would also have to be conditioned on ARCOM approval and she would like a statement that the neighbors' agreement cannot be changed by a staff approval unless the

neighbors were sent notices of the changes.

Council Member Moore expressed concern for the rear door of the banquet prep kitchen. Mr. Eubanks indicated that the door was an emergency exit door.

Mayor Coniglio inquired if an approval would affect a Declaration of Use Agreement. Mr. Castro responded the approval needed to be conditional. Discussion ensued regarding approval of the variances.

Council President Pro Tem Lindsay thought the risk of approval ran with the applicant. Town Attorney Randolph advised the requests today were structural changes rather than operational elements, and the approval would be granted conditionally on the understanding that there were operational aspects that still needed to be reviewed and approved.

Council President Zeidman inquired of Attorney Ziska if one month would delay the project. Ms. Ziska responded.

Council Member Araskog favored moving ahead.

Mark Banfield, LR Palm House, LLC, stated he was prepared to accept the risk if the project went forward.

Motion was made by Council Member Crampton, and seconded by Council President Pro Tem Lindsay, that Site Plan Z-20-00289 be conditionally approved based upon the finding that the approval of the Site Plan will not adversely affect the public interest; that the Council certifies that the specific zoning requirements governing the individual use have been met and that satisfactory provision and arrangement have been met concerning Section 134-329 items 1 through 11, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area, and a condition that a fully executed Declaration of Use Agreement and Construction Management Agreement be entered into that is approved by the Town and the neighboring property owners who have objected, and also conditioned upon ARCOM approval to move forward. Motion carried unanimously.

Mayor Coniglio expressed her approval.

Council Member Crampton moved and Council Member

Araskog seconded, that Special Exception Z-20-00289 shall be conditionally approved based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area, and subject to the same conditions as previously stated relating to a Declaration of Use Agreement and Construction Management Agreement, and approval by ARCOM of the remaining issues. Motion carried unanimously.

Council Member Crampton made a motion, seconded by Council Member Araskog, that Variance Z-20-00289 shall be conditionally approved based upon a fully executed and approved Declaration of Use Agreement and Construction Management Agreement, and approval by ARCOM of remaining issues, and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through 7 have been met, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area. Motion carried unanimously.

Council Member Araskog made a motion, seconded by Council Member Moore, to defer the Declaration of Use Agreement and Construction Management Agreement and remaining variances for Z-20-00289 to Town Council meeting of February 10, 2021. Motion carried unanimously.

c. **Z-20-00293 SITE PLAN REVIEW WITH VARIANCE(S)**

Zoning District: R-C Medium Density Residential The application of Elaine Hirsch, Applicant, relative to property located at **130 SUNRISE AVE, SUITE: PH 1**, legal description on file, is described below. A site plan modification with variances to allow a 365 square foot fixed awning over the terrace on the seventh floor of a seven story condominium building. The following variances are being requested: 1. Section 134-948(8): To allow the awning at a height of 61.5 feet in lieu of the 23 1/2 foot maximum height allowed in the R-C Zoning District. Section 134-948(8): To allow the awning at an overall height of 63.66 feet in lieu of the 26 1/2 foot maximum height allowed in the R-C Zoning District. Section 134-948(8): To allow the awning on the existing seventh floor penthouse of a seven story building in lieu of the two

story building maximum allowed in the R-C Zoning District. Section 134-948(6): To allow a west side yard setback of 50.1 feet in lieu of the 61.5 foot minimum required. Section 134-948(7): To allow a rear street yard setback of 106.5 feet in lieu of the 123.16 foot minimum required. [Applicant's Representative: Maura Ziska Esq] Request For Deferral to the February 10, 2021 Meeting per Letter from Maura Ziska.

This item was deferred to the February 10, 2021 meeting during the approval of the agenda, Item VI.

Please note: A short break was taken at 11:28 a.m. The meeting resumed at 11:39 a.m.

- d. **Z-20-00300 SPECIAL EXCEPTION** Zoning District: C-TS Town-Serving Commercial The application of Flagler Holdings North Carolina Inc., Applicant, relative to property located at **223 ROYAL POINCIANA WAY & 227 ROYAL POINCIANA WAY SUITE A**, legal description on file, is described below. Pursuant to Section 134 2373 (13) of the Town Code, the applicant is requesting special exception approval to allow an internally illuminated, backlit business identification sign for Main Street by The Breakers, a new retail facility to be located at 223 Royal Poinciana Way. The applicant is also requesting an additional special exception to allow the same type of internally illuminated, backlit business identification sign for Shan, a retail clothing store to be located at 227 Royal Poinciana Way, Suite A. Both of these buildings are located at Via Flagler (221 Royal Poinciana Way) in the C TS zoning district, and the signs will be consistent with the backlit business identification sign that was approved by ARCOM and the Town Council for Henry's. Other than the special exception for an illuminated sign, no other special exceptions or variances are requested or required. [Applicant's Representative: James M. Crowley, Esq] [The Architectural Review Commission approved the project with the condition that the Shan signage is reduced to the same size and scale as the Main Street signage with no illumination. Carried 6-1.]

Administrative Specialist Churney swore in Jamie Crowley.

Ex parte communication disclosed by Council Member Araskog.

Town Attorney Randolph clarified that ex parte included listening to meetings and reading emails that were included in the backup.

James M. Crowley, Attorney for the applicant, provided an overview of the project and explained the Special Exception as requested.

Zoning Manager Castro provided staff comments.

Council President Zeidman inquired about the method in which

the sign was proposed to be lit. Mr. Crowley explained the sign would be backlit.

Council Member Araskog inquired about Architectural Review Commission's recommendation on the illumination proposed for the signage. Mr. Crowley responded. Ms. Araskog inquired about the size of the Shan sign. Mr. Crowley responded. Ms. Araskog expressed concern for using illuminated signage.

Council Member Crampton thought the backlighting worked in the area, which was a commercial district, and added he thought it was appropriate and tasteful.

Council Member Moore thought the illuminated signage would set a precedent. She also thought down lighting the sign would be a solution for illumination. This would make three backlit signs in a row, and she thought it would look tacky. She wanted to follow ARCOM's recommendation to not allow illuminated signage.

Council Member Lindsay agreed with Ms. Moore. She added that she would be reluctant to go against the Architectural Review Commission's recommendation.

Mayor Coniglio expressed concern for setting a precedent and questioned staff if the Town Code allowed lighted signage without Council approval. Mr. Castro further explained the Town Code said any lighted or illuminated sign must be approved by Council; however, in the past Council had given staff direction to approve front-lit signs but not internally or back-lit signs.

Council President Zeidman called for public comment. Mr. Falco indicated that there were no public comments at this time.

Discussion ensued regarding the process to move forward. Mr. Crowley withdrew the application with the understanding they would return to ARCOM.

2. New Business

- a. **Z-20-00299 SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S)** Zoning District: R A Estate Residential The application of 1015 SOUTH OCEAN LLC (MAURA ZISKA, MANAGER), applicant, relative to property located at **1015 S OCEAN BLVD**, legal description on file, is described below. 1) Section 134 840: Special Exception with Site Plan Review to allow the construction of an 11,031 square foot two story residence on a nonconforming lot that is 97.97 feet in depth in lieu of the 150 foot minimum required In the R A Zoning District. 2) Section 134 843(a)(5): A request for a variance to allow a front setback of 16 feet 7.5 inches in lieu of the 35 foot

minimum required in the R A Zoning District. 3) Section 134 843(a)(9): A request for a variance to allow a rear setback of 2 feet 7 inches in lieu of the 15 foot minimum required in the R A Zoning District. 4) Section 134 843(a)(6)b: A request for a variance to allow an Angle of Vision of 133.74 degrees in lieu of the 120 degrees maximum allowed in the R A Zoning District. 5) Section 134 843(a)(7): A request for a variance to have a building height plane setback ranging as close to the front property line as 16.8 feet (one story element) to 29.25 feet (two story element) in lieu of the minimum 35-foot (one story element) to 47.6-foot (two- story element) minimum required by Code in the R-A Zoning District. [Applicant's Representative: Maura Ziska Esq] [The Architectural Review Commission deferred the project to the January 27, 2021 meeting. Carried 7-0.] Request For Deferral to the February 10, 2021 Meeting Per Letter Dated January 5, 2021 from Maura Ziska.

This item was deferred to the February 10, 2021 meeting during the approval of the agenda, Item VI.

- b. **Z-20-00305 SITE PLAN REVIEW** Zoning District R-B Low Density Residential The application of JAY HORGAN, applicant, relative to property located at **310 CLARKE AVE**, legal description on file, is described below. Section 134 893: Site Plan Review to allow the construction of a 7,256 square foot two story, single family residence on a nonconforming platted lot which is 85.08 feet in width in lieu of the 100 foot minimum width required in the R B Zoning District. [Applicant's Representative: Maura Ziska Esq] [The Architectural Review Commission approved the project as presented with a condition relating to the windows. Carried 7-0.]

Administrative Specialist Churney swore in Michael Perry.

Ex parte communication disclosure by Council Member Araskog, Mayor Coniglio, Council President Zeidman, Council President Pro Tem Lindsay, and Council Member Moore.

Maura Ziska, Attorney for the applicant, provided an overview of the project and explained the Site Plan Review as requested.

Michael Perry, MP Design and Architecture, presented the architectural plans for the new residence.

Zoning Manager Castro provided staff comments.

Council President Zeidman called for public comment. Mr. Falco indicated that there were no public comments at this time.

Motion made by Council Member Araskog and seconded by Council President Zeidman that Site Plan Z-20-00305 be

approved based on finding that the Site Plan will not adversely affect the public interest and that the Council certified that the specific zoning requirements covering individual use have been met and that satisfactory provision and arrangement have been met concerning Section 134-329 items 1 through 11, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area. Motion carried unanimously.

- c. **Z-20-00306 VARIANCE(S)** Zoning District: R-B Low Density Residential The application of EDITH F. SCHAEFFER TRUST (EDITH F. SCHAEFFER, TRUSTEE), applicant, relative to property located at **1118 N LAKE WAY**, legal description on file, is described below. Section 134 417: The applicant is proposing to construct a 3, 153 square foot, second floor addition onto an existing one story home which will result in a demolition in excess of 50% of its cubic volume. The following variances are being requested: 1) Section 134 843(7): a 9.9 foot south side yard setback in lieu of the 15 foot minimum required In the R B Zoning District; 2) Section 134 843(7): a 10.29 foot north side yard setback in lieu of the 15 foot minimum required in the R B Zoning District. 3) Section 134 895(1): A chimney on the south side of the house with a height of 27.27 feet in lieu of the 19.5 foot maximum allowed. [Applicant's Representative: Maura Ziska Esq] [Architectural Review Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject property. Carried 6-1.] [The Architectural Review Commission approved the project as presented with a condition related to the truck logistics plan. Carried 7-0.]

Ex parte communication disclosure by Council Member Araskog, Council Members Moore, Mayor Coniglio, Council President Zeidman, and Council President Pro Tem Lindsay.

Administrative Specialist Churney swore in Jeff Smith and Leslie Pearce.

Maura Ziska, Attorney for the applicant, provided an overview of the project and explained the variances as requested.

Leslie Pearce, Smith Architectural Group, Inc., presented the architectural plans for the existing residence.

Zoning Manager Castro provided staff comments.

Council Araskog inquired how the request would change if they removed the chimney. Ms. Ziska stated that it would eliminate

one variance but the neighbor was not objecting to the chimney.

Council Member Lindsay inquired about the elevation of the existing home. Jeff Smith, Smith Architectural Group, Inc., stated it met the existing flood plain requirement.

Council President Zeidman called for public comment.

Tim Hullihan, architect representing the owners of 1110 North Lake Way LLC, pointed out the house was non-conforming because of the setback, which became larger when a second story was added. Four registered architects had agreed it would not be a hardship to tear it down and rebuild, and the requested variance was not appropriate.

Harvey Oyer, Attorney representing 1110 North Lake Way LLC, summarized his letter which was already part of the record. He stated that they were objecting to the variance requested for the south side yard setback, and read aloud four of the necessary criteria which he believed had not been met.

Council Member Araskog suggested trying once more to get the neighbor's approval, since the applicant was willing to reduce the size of the second story by 50%.

Motion made by Council Member Araskog and seconded by Council President Pro Tem Lindsay to defer Variance Z-20-00306 for 1118 North Lake Way to the February 10, 2021 Town Council meeting. Motion carried by unanimous vote.

- d. **Z-20-00307 SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S)** Zoning District: R-B Low Density Residential The application of JOHN MENDELL & MARA RAPHAEL, applicant, relative to property located at **250 QUEENS LN**, legal description on file, is described below. 1) Section 134 229; Section 134 329 and Section 134 893(b): Special Exception with Site Plan Review to allow the renovation of an existing one story residence by demolishing more than 50% cubic on a lot with a width of 77 feet in lieu of the 100 foot minimum required; a depth of 94 feet in lieu of the 100 foot minimum required; and an area of 7,238 square feet in lieu of the 10,000 square foot minimum required in the R B Zoning District. Additionally, the applicant is proposing to construct a 409 square foot one story master bedroom addition and add a cabana and swimming pool. The following variances are being requested: 2) Section 134 893(7): to allow a west side yard setback for the addition and to allow the house to remain non-conforming with both having a setback of 5.3 feet in lieu of the 12.5 foot minimum required. 3) Section 134 893(12): to allow the nonconforming landscape open space to remain at 28.5% in lieu of the 45% minimum required. 4) Section 134 1757: to allow a swimming pool

with a 5.2 foot rear yard setback in lieu of the 10 foot minimum required. 5) Section 134 2179: To eliminate the requirement for the two car garage that is required for a demolition of more than 50% cubic footage of a house on a lot over 75 feet wide. [Applicant's Representative: Maura Ziska Esq] [The Architectural Review Commission deferred the project to their January 27, 2021 meeting. Carried 5-2.] Request for Deferral to the February 10, 2021 Meeting Per Letter from Maura Ziska.

This item was deferred to the February 10, 2021 meeting during the approval of the agenda, Item VI.

- e. **Z-20-00308 VARIANCE(S)** Zoning District: R-C Medium Density Residential The application of SAMUEL LEHRMAN REVOCABLE TRUST U/A/D/ JUNE 19, 2008 (SAMUEL LEHRMAN, TRUSTEE), applicant, relative to property located at **355 HIBISCUS AVE**, legal description on file, is described below. 1) Section 134 1729(1): A request for a variance to allow a 38 KW generator to be placed in the street side yard setback (Australian Avenue) at 5.6 feet in lieu of the 25 foot minimum required on a corner lot. 2) Section 134 1667: A request for a variance for the required wing wall for the generator located in the street side yard setback with a height of 8.58 feet above the crown of the road (on Australian Avenue) in lieu of the 6 foot maximum allowed. 3) Section 134 1667: A request for a variance for the required wing wall for the generator located in the rear yard setback at a height of 8.46 feet above the neighboring property owner's grade to the east in lieu of the 6 foot maximum allowed. [Applicant's Representative: Maura Ziska Esq] [The Architectural Review Commission deferred this project to their January 27, 2021 meeting. Carried 7-0.] Request for Deferral to the February 10, 2021 Meeting per Letter from Maura Ziska.

This item was deferred to the February 10, 2021 meeting during the approval of the agenda, Item VI.

- f. **Z-20-00309 SITE PLAN REVIEW WITH VARIANCE(S)** Zoning District: R-C Medium Density Residential The application of PHIPPS PLAZA PROPERTIES PARTNERS LLC (JOSHUA LEVY, MANAGER), applicant, relative to property located at **236 PHIPPS PLZ**, legal description on file, is described below. Section 134 942(4): Request for a modification to the existing multifamily site plan (4 units) to allow applicant to undertake a renovation of a 3 story nonconforming landmarked multi-family building located in the R C Zoning District in Phipps Plaza. Modifications include: removal of existing 70 SF non-conforming bike storage shed; removal of existing exterior stair leading from second floor to third floor; new balconies (3) with corbel and railing details to match existing exterior stair; new infill and enclosure of existing 38 SF second floor covered porch; new infill and enclosure of exiting 134 SF third floor covered porch (variance requested); new spa in existing ground level courtyard ;

new spa equipment (1) in housing at ground level (variance requested); new 6' tall ac units (3) at ground level (variance requested); new elevator within existing building footprint; revised interior floor plans. The variances being requested are as follows: 1) Section 134 948(8): To allow the enclosure of a porch on the existing nonconforming third floor of a three story building in lieu of the two story building maximum allowed in the R C Zoning District. 2) 134 1728(a): to allow the three (3) air conditioning units in a required rear setback to be 6 feet in height in lieu of the 4 foot maximum allowed. 3) 134 1728(a): to allow three (3) air conditioning units in a required setback where only maximum of two are allowed. 4) 134 1728(a): to allow the west two (2) air conditioning units to be 9 inches and 3 feet, respectively, from the rear property line in lieu of the 5 foot minimum required. 5) 134 1728(a): to allow the east air conditioning unit and pool equipment to be 1 inch from the east side property line in lieu of the 5 foot minimum required. 6) 134 1728(a): to allow the east air conditioning unit and pool equipment to be 9 inches and 3 feet from the rear property line, respectively, in lieu of the 5 foot minimum required. 7) 134 1729: to allow the proposed spa pump and filter equipment to be 9 inches from the rear property line in lieu of the five foot minimum setback required. 8) 134 1729: to allow the proposed spa pump and filter equipment to be 1 inch from the east property line in lieu of the five foot minimum setback required. [Applicant's Representative: Maura Ziska Esq] [Landmarks Preservation Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the subject landmarked property. Carried 7-0.] [The Landmarks Preservation Commission approved the project as presented with a condition related to the windows. Carried 7-0.]

Administrative Specialist Churney swore in Nelo Freijomel.

Ex parte communication disclosure by Council Member Araskog, Council Member Crampton, Council President Zeidman, President Pro Tem Lindsay, and Council Member Moore.

Maura Ziska, Attorney for the applicant, provided an overview of the project.

Nelo Freijomel, Spina O'Rourke, presented the architectural plans for the existing residence and explained the site plan review and variances as requested.

Zoning Manager Castro provided staff comments as to why relief was needed.

Council Member Araskog asked if there were other three-story buildings in the neighborhood. Mr. Freijomel showed images of other buildings.

Council Member Crampton thought upgrading the property was a good idea. He inquired if there were any neighbor objections to the project. Mr. Freijomel responded not to his knowledge.

Council Member Moore confirmed that there would be no increase in density. Mr. Freijomel stated that was correct. Ms. Moore stated she would support the project.

Council President Zeidman called for public comment. There was no public comment at this time.

Council Member Moore made a motion, seconded by Council Member Crampton, that Variance Z-20-00309 shall be approved and find in support thereof that all criteria applicable to this application as set forth in Section 134.201(a) items 1 through 7 have been met, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area. Motion carried unanimously.

Motion made by Council Member Moore and seconded by Council President Zeidman that Site Plan Z-20-00309 be approved based on the finding that the Site Plan will not adversely affect the public interest and that the Council certified that the specific zoning requirements covering individual use have been met and that satisfactory provision and arrangement have been met concerning Section 134-329 items 1 through 11, and providing that the property owner did voluntarily commit that prior to the issuance of a building permit to either provide a recorded utility easement or an easement agreement satisfactory to the town that ensures a recorded easement will be granted if necessary to underground utilities in the area. Motion carried unanimously.

- g. **Z-20-00310 SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S)** Zoning District: R-A Estate Residential The application of 310 MEDITERRANEAN RD LLC (JOHN SHAW, MANAGER), applicant, relative to property located at **310 MEDITERRANEAN RD**, legal description on file, is described below. Sections 134-229, 134 329, and 134 843(b): Special Exception and Site Plan Review to allow the renovation of a two story, single family house, including raising the existing house to 7.0 ft NAVD and demolishing more than 50% of the house by cubic square footage, on a non-conforming lot, comprised of a portion of platted lots, which is 113.5 feet in depth in lieu of the 150 foot depth required in the R A Zoning District. In connection with the renovation, the following variances are being requested: 1) Section 134 843(a)(5): Request for redevelopment of a single family home with a front yard setback of 26.0 feet in lieu of the 35 foot minimum required. 2) Section 134 1757: Request for installation of a swimming pool with a rear

setback of

4.0 feet in lieu of the 10 foot minimum requirement. 3) Section 134 843(a)(7): Request for redevelopment of the house with a building height plane setback ranging from 26.0 to 32.35 feet in lieu of the range of 30.5 to 43.0 feet minimum required. [Applicant's Representative: David E. Klein Esq] [The Architectural Review Commission deferred the project to their January 27, 2021 meeting. Carried 7-0.] Request for Deferral to February 10, 2021 per Letter from David Klein.

This item was deferred to the February 10, 2021 meeting during the approval of the agenda, Item VI.

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h. **Z-20-00311 SPECIAL EXCEPTION WITH VARIANCE(S)**

Zoning District: C-TS Town Serving Commercial The application of Bricktop's Palm Beach, applicant, relative to property located at **375 S COUNTY RD**, legal description on file, is described below. Section 134 1109 (14): Modification to previously approved Special Exception with Site Plan Review is being requested for Bricktop's restaurant to add 40 outdoor seats for lunch and dinner in the north courtyard adjacent to the existing restaurant. The additional seating will increase the seating from 150 indoor and patio seats to 190 seats. The current approval allows 52 seats of the 150 seats to be outside on the south patio. Section 134 2176: a variance is being requested to provide zero (0) onsite parking spaces in lieu of the 13 parking spaces that are required for the additional 40 outdoor seats. [Applicant's Representative: Maura Ziska Esq]

This item was deferred to the February 10, 2021 meeting during the approval of the agenda, Item VI.

- i. **Z-20-00318 REPLAT** Zoning District: R-AA Large Estate Residential The application of BLOSSOM WAY HOLDINGS LLC (GERALD A. BEESON, MANAGER), applicant, relative to property located at **1265 S OCEAN BLVD**, legal description on file, is described below. An application to replat lots 1 through 6 and lot 10 of the Blossom Estate Subdivision, 60 Blossom Way, and 1290 S Ocean Blvd into 2 (two) buildable lots. The proposed replat will abandon in total the Blossom Way right-of-way; abandon the current beach access and dedicate a new 8-ft wide beach access along the north side of the proposed replat; terminate the Limited Access Easement along the east side of S Ocean Blvd which provides access to all of the Blossom Estate platted properties via Blossom Way; and incorporate 60 Blossom Way and 1290 S Ocean Blvd properties into the new Lots 1 and 2 of Blossom Estate subdivision. [Applicant's Representative: Maura Ziska Esq]

This item was deferred to the February 10, 2021 meeting during the

approval of the agenda, Item VI.

- j. **Z-20-00323 VARIANCE(S)** Zoning District: R-A Estate Residential The application of DESRUISSEAU LAND TRUST U/A/D12/6/19 (ANN DESRUISSEAU AND WILLIAM W. ATTERBURY, CO-TRUSTEES), applicant, relative to property located at **800 S COUNTY RD**, legal description on file, is described below. The applicant is requesting to demolish and rebuild (replicate) the existing landmarked residence in generally the same location. The project includes raising the finished floor elevation of all of the new and existing structures to 9.0 feet NAVD. The new two-story residence is proposed to be 19,812.69 square feet, with a 3,398 square foot guest wing (previously referred to as the boat house) located at the northwest corner of the property. The plan also requests approval to relocate an existing 225 square foot cabana and relocation of the 145 square foot 2-story generator building. The following variances are being requested: 1) Section 134-843(8): a north side yard setback ranging from 5.29 feet to 5.75 feet for the new reconstructed guest wing (previously referred to as the boat house) in lieu of the 30 foot minimum required; 2) Section 134-843(9): a rear yard setback of 0 feet in lieu of the 15 foot minimum required for the new reconstructed guest wing; 3) Section 134-843(9): a rear yard setback of 0 feet in lieu of the 15 foot minimum required for the new reconstructed main house; 4) Section 134-843(8): a north side yard setback ranging from 21.13 to 21.67 feet for the 2-story generator building in lieu of the 30 foot minimum required; 5) Section 134-843(10): a height in the main residence and guest house to be 26.56 in lieu of the 25 foot maximum allowed; 6) Section 134-843(8): a south side yard setback for the main house addition with a range from 10.79 feet to 15.1 feet In lieu of the 30 foot minimum required. The previously granted variances in Z-20-00261 for the accessory buildings and structures not associated with the main house, guest wing and generator building remain unchanged and in effect. [Applicant's Representative: Maura Ziska Esq] Staff requests a deferral to the February 10, 2021 meeting as the project is first required to be considered by the Landmarks Preservation Commission on January 20, 2021.

This item was deferred to the February 10, 2021 meeting during the approval of the agenda, Item VI.

Please note: A short break was taken at 1:08 p.m. The meeting resumed at 1:14 p.m.

C. Time Extensions and Waivers

1. Time Extension Request for 264-270 S. County Road

Director of Planning, Zoning and Building Wayne Bergman provided an

overview of the request for work hours and discussed a neighbor's objection.

Attorney Maura Ziska requested that summer hours begin at this time, in order to complete the project by November.

Pat Marshall, Hedrick Brothers Construction, discussed the reasons for the time extension request.

Council Member Araskog thought the request to begin at 8 a.m. on a Saturday was unreasonable and stated she could not support the request. She also thought the week of March 27 – April 4, 2021 should be eliminated due to Passover. She also wanted to include only interior work on Saturday. She added that as long Director Bergman could stop the work, she felt comfortable with the request with the conditions she had proposed.

Council President Pro Tem Lindsay confirmed the Saturday hours would be 9 a.m. to 5 p.m., interior work only.

Motion made by Council Member Araskog and seconded by Council President Pro Tem Lindsay to approve the time extension request with the following conditions: the Saturday hours would be changed to 9 a.m. to 5 p.m. for interior work only, no work allowed the week of March 27 thru April 4, 2021, and Mr. Bergman had the right to shut down or change the hours if there were complaints. Motion carried unanimously.

At this time, Council President Zeidman announced that the March meetings would occur on March 2 and March 3, 2021. Town Council meeting would be March 2, and Development Review meeting would be March 3. Mr. Boodheshwar provided further discussion on why the meeting dates would be changed.

Motion was made by Council Member Araskog, seconded by Council Member Lindsay to rescind the motion made earlier in the meeting to defer item Z-19-00132, 125 Worth Avenue, to March 10, 2021, and defer it instead to March 3, 2021. Motion carried unanimously.

VIII. ORDINANCES

A. **Second Reading**

1. ORDINANCE 11-2020 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Town Of Palm Beach's Comprehensive Plan By Amending The Infrastructure Element, As Well As The 10-Year Water Supply Facility Work Plan; Providing For Incorporation Of Recitals; Providing For Severability; Providing For Repeal Of Ordinances In Conflict Hereof; Providing For Codification; Providing An Effective Date.

Town Attorney Randolph read Ordinance 11-2020 by title only on

second reading.

Motion made by Council President Pro Tem Lindsay and seconded by Council Member Moore to adopt Ordinance 11-2020 on second reading. Motion carried unanimously.

B. First Reading

1. ORDINANCE 01-2021 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 I, In General, Section 134-2, Amending The Definition Of Supplemental Parking To Allow Supplemental Off-Site Shared Parking In Underground Garages Without The Requirement Of First Meeting All On-Site Required Parking; At Article VI, District Regulations, Sections 134-1107, 134-1157 And 134-1207, Permitted Uses, In The C-TS, C-WA And C-OPI Commercial Zoning District To Allow Supplemental Off-Site Shared Parking In An Underground Parking Garage As A Permitted Use Provided That Said Parking Does Not Exceed 50 Percent Of The Parking Inventory In An Underground Garage And Providing A Sunsetting Provision For Said Use In Those Districts On March 13, 2024, Unless Extended Or Modified By The Town Council; At Article VI, District Regulations, Sections 134-1109, 134-1159 And 134-1209, Special Exception Uses To Cross Reference The Supplemental Parking Regulations In Sections 134- 2177 And 134-2182, At Article IX, Off-Street Parking And Loading; Section 134-2177 Location Of Parking Spaces, And Section 134- 2182, Location Of Parking Spaces, By Allowing Off-Site Supplemental Parking In An Underground Parking Garage As A Permitted Use In The C-TS, C-WA And C-OPI Zoning Districts And Sunsetting The Provisions In This Ordinance On March 13, 2024, Unless Extended Or Modified By The Town Council; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

Town Attorney Randolph read Ordinance 01-2021 by title only on first reading.

Council Member Araskog announced that if there were any issues going forward to please contact staff.

Motion made by Council Member Crampton and seconded by Council President Pro Tem Lindsay to approve Ordinance 01-2021 on first reading. Motion carried unanimously.

IX. ANY OTHER MATTERS

A. Discussion on Construction Screening

Director of Planning, Zoning and Building Wayne Bergman provided an

overview for the discussion.

Council Member Araskog commented she had received a lot of complaints about the ugly fencing, and asked how to proceed.

Town Attorney Randolph read from the applicable ordinance regarding construction screening, and explained that the intent was not to tear down landscaping but to create screening with landscaping and construction fencing gates. He suggested this could be addressed through an educational process, to which Mr. Bergman agreed.

Council President Pro Tem Lindsay commented in the past landscaping had been done following demolition, then screening had been added when construction began, which was not always the way it was now done.

Council Member Crampton suggested when the plans were submitted to Planning and Zoning, which would be the perfect time for education on this subject.

X. ADJOURNMENT

The meeting was adjourned at 1:44 p.m. without the benefit of a motion.

APPROVED:

Margaret Zeidman, Town Council President

ATTEST:

Kelly Churney, Administrative Specialist



TOWN OF PALM BEACH

Town Clerk's Office

MINUTES OF THE SPECIAL TOWN COUNCIL MEETING HELD ON FRIDAY, JANUARY 15, 2021 AT 9:00 AM

I. CALL TO ORDER AND ROLL CALL

The Special Town Council Meeting of Friday January 15, 2021 was called to order via Zoom at 9:00 AM. All elected officials were found to be present.

II. PLEDGE OF ALLEGIANCE

Council President Zeidman led the Pledge of Allegiance.

III. APPROVAL OF AGENDA

Motion was made by Council Member Araskog and seconded by Council Member Crampton to approve the Agenda. On roll call, the Motion passed unanimously.

IV. COMMUNICATIONS FROM CITIZENS -3 MINUTE LIMIT PLEASE

There were no comments from citizens.

V. RESOLUTIONS

- A. RESOLUTION NO. 013-2021 A Resolution of the Town Council Of the Town of Palm Beach, Palm Beach County, Florida, Declaring the Results Of the Town Caucus; Directing The Town Clerk of Said Town To Place the Names Of Certain Candidates On the Official Ballot For the General Election To Be Held In Said Town On the Ninth Day Of March 2021; Adopting The Official Ballot To Be Used In Said Election; Authorizing The Town Clerk To Arrange For Voting Equipment To Be Used In Said Election; And Directing The Mayor Of Said Town To Issue A Proclamation Of Said Election, Naming Therein The Candidates Nominated And Named In The Resolution; And, Designating The Town Clerk And Deputy Town Clerk Of The Town Of Palm Beach And The Supervisor Of Elections Of Palm

Beach County, Or Their Designees, To Serve As The Canvassing Board.

President Zeidman read Resolution No. 013-2021 into the record.

Motion was made by Council Member Crampton and seconded by President Pro Tem Lindsay to approve Resolution No. 013-2021. On roll call, the Motion passed unanimously.

VI. PROCLAMATION

A. MAYOR’S PROCLAMATION TO THE QUALIFIED ELECTORS OF THE TOWN OF PALM BEACH REGARDING THE TOWN ELECTION HELD ON MARCH 9, 2021.

Town Attorney John Randolph read the Proclamation into the record.

VII. ANY OTHER MATTERS

COVID-19 Vaccine Immunity

Council President Zeidman spoke regarding the COVID-19 vaccine, Moderna, and explained that the second dose is administered four (4) weeks after the first dose and immunity of 94.5% is achieved three (3) weeks after the second dose. She stated that the duration of the immunity has not been fully studied. President Zeidman commented that more than 10K people had signed up for the COVID alerts. She then gave an update on the various mutations of the Corona virus.

The Town Council thanked President Zeidman for this information and reminded the residents to continue to wear masks and continue social distancing. Council Member Crampton stated that the information regarding the second dose would be sent via an email from Acuity Scheduling and not the Town.

President Zeidman stated that Dr. Alonzo has already guaranteed that the Town residents will receive the second dose of the vaccine.

President Pro Tem Lindsay announced that the Garden Club of Palm Beach will be distributing Orchids to all staff members at the fire stations.

VIII. ADJOURNMENT

The Special Town Council Meeting of January 15, 2021 was adjourned at 9:25 a.m.

APPROVED:

Margaret A. Zeidman, Town Council President

ATTEST:

Queenester Nieves, CMC, Town Clerk

Date

TOWN OF PALM BEACH

Town Council Meeting on: February 9, 2021

Section of Agenda

Minutes

Agenda Title

Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of January 27, 2021.

Presenter

Wayne Bergman, Director of Planning, Zoning and Building

ATTACHMENTS:

- **Memorandum Dated February 9, 2021 from Wayne Bergman, Director of Planning, Zoning and Building**
- **Minutes of the Architectural Review Commission Meeting of January 27, 2021**

TOWN OF PALM BEACH

Information for Town Council Meeting on: February 9, 2021

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Wayne Bergman, Director of Planning, Zoning & Building

Re: Approval of the Architectural Commission Meeting Action Minutes of January 27, 2021

Date: February 1, 2021

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the major items that were approved by ARCOM at the regularly scheduled meeting of January 27, 2021.

BOARD OR COMMISSION RECOMMENDATION

The Architectural Commission recommends that the Town Council approve the major items that were considered at the regularly scheduled meeting of January 27, 2021.

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

kmc



TOWN OF PALM BEACH

PLANNING, ZONING AND BUILDING DEPARTMENT

MINUTES OF THE REGULAR ARCHITECTURAL REVIEW COMMISSION MEETING HELD ON WEDNESDAY, JANUARY 27, 2021

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

Mr. Small called the meeting to order at 8:59 a.m. All members participated via Zoom Webinar due to the COVID-19 situation.

II. ROLL CALL

Michael B. Small, Chairman	PRESENT
Robert N. Garrison, Vice Chairman	PRESENT
Alexander C. Ives, Member	PRESENT (arrived at (9:03 a.m.))
Maisie Grace, Member	PRESENT
John David Corey, Member	PRESENT
Betsy Shiverick, Member	PRESENT
Jeffrey Smith, Interim Member	PRESENT
Katherine Catlin, Alternate Member	PRESENT
Dan Floersheimer, Alternate Member	PRESENT
Edward A. Cooney, Alternate Member	PRESENT

Staff Members present were:

Wayne Bergman, Director of Planning, Zoning and Building
James G. Murphy, Assistant Director of Planning, Zoning and Building
Paul Castro, Zoning Manager
Laura Groves van Onna, Historic Preservation Planner
Kelly Churney, Secretary to the Architectural Review Commission
John Randolph, Town Attorney

III. PLEDGE OF ALLEGIANCE

Chairman Small led the Pledge of Allegiance.

IV. RULES OF ORDER AND PROCEDURE

Mr. Small thanked the Town Council for allowing the Commission to meet virtually. He added that the meeting in February would be a virtual meeting.

Mr. Small welcomed James Murphy, the new Assistant Director of Planning, Zoning and Building.

Mr. Small offered support to Ted Cooney, who is running for a seat on the Town Council.

Mr. Small pointed out that the Town's new Recreation Center had been recognized for its excellence in architecture and design, receiving the Addison Mizner award by the Institute of Classical Architecture, Florida Chapter. He thanked his fellow Commissioners in their effort in contributing to the excellence of architecture and design.

Mr. Small reviewed the administrative procedures for the meeting.

Mr. Small stated that the topic of demolition would be on the February 10, 2021 Town Council agenda.

- V. **APPROVAL OF THE MINUTES FROM THE DECEMBER 18, 2020 MEETING**
Motion made by Mr. Garrison and seconded by Mr. Corey to approve the minutes from the December 18, 2020 meeting. Motion carried unanimously.

VI. **APPROVAL OF THE AGENDA**

Mr. Small announced the following changes to the agenda:

Deferral of B-069-2020, 301 Indian Road to the February 24, 2021 meeting

Deferral of A-048-2020, 230 Atlantic Avenue to the February 24, 2021 meeting

Deferral of A-005-2021, 221, 223, 225, 227, 229 Royal Poinciana Blvd. and 216 Sunset Avenue to the February 24, 2021 meeting

Motion made by Mr. Ives and seconded by Ms. Shiverick to approve the agenda as amended. Motion carried unanimously.

Mr. Small asked to discuss the deferral of B-076-2020, 60/70 Blossom Way.

Mr. Bergman indicated the reason staff was requesting the deferral of B-076-2020, 60/70 Blossom way was due to an incomplete replat application and provided all of the details.

Ms. Ziska provided a rebuttal argument in favor of presenting the project. She requested a motion with a conditional approval, subject to receiving an approval for the replat.

Mr. Small called for public comment. There were no comments heard at this time.

Mr. Castro commented the issue at hand was very different from a unity of title agreement, which was argued by Ms. Ziska.

Each of the Commissioners had an opportunity to weigh in on whether to defer the project or to allow the presentation.

Motion made by Mr. Ives and seconded by Ms. Shiverick to hear the presentation at the meeting.

Mr. Corey inquired why the item was not heard at the January 2021 Town Council meeting. Mr. Bergman responded.

Motion failed 2-5, with Messrs. Garrison, Corey, Smith, Small and Ms. Grace opposed.

Motion made by Mr. Corey and seconded Ms. Grace to defer the project B-076-2020, 60/70 Blossom Way, to the February 24, 2021 meeting. Motion carried 5-2, with Ms. Shiverick and Mr. Ives opposed.

VII. PROJECT REVIEW

A. CONSENT AGENDA OF MINOR PROJECTS

1. A-006-2021 Modifications

Address: 661 N. Lake Way

Applicant: Mr. and Mrs. Edwin Conway

Professional: Caroline Forrest/MHK Architecture and Planning

Project Description: Modifications to portions of front elevation. Removal of open arcade to reveal original Regency details. Replacement of existing windows and doors with new to match existing. Changes to select front windows and doors to match original façade. New generator.

2. A-007-2021 Modifications

Address: 216 Angler Ave.

Applicant: Alexander and Amanda Coleman

Professional: Clemens Bruns Schaub

Project Description: The proposed project illustrates minor changes to ARCOM Application B-010-2019. The changes mainly include modifications to hardscape and landscape. Modifications were made to the design such that equipment pads were revised per the equipment needs of the project; the plunge pool was moved north from its location outside the master shower door; the spa was removed from the courtyard; and hardscape and landscape were both removed and added to the project while retaining the required landscape open space. Pedestrian gates have been added in concealed locations within the landscape, and a grass bocce ball court was designed for the north yard. See the following sheet-by-sheet narrative for specifics on all minor changes to the project since the previous original ARCOM Submission on 03/27/2019 and the Staff Approval Submission on 11/05/2019.

This item was pulled from the consent agenda and is not included in the approval of the consent agenda.

3. A-011-2021 Modifications

Address: 253 El Pueblo Way

Applicant: 253 El Pueblo Way LLC (Peter Wittich)

Professional: Fairfax and Sammons

Project Description: Replacement of windows and doors in kind. Pergola in place of existing awning. 77 sq. ft. addition to the back of the house and corresponding deck extension. Paver replacement with Chicago brick.

4. A-001-2021 Modifications

Address: 95 Middle Road

Applicant: Adrian Tauro

Professional: Jose Luis Gonzalez Perotti/Portuondo-Perotti Architects

Project Description: Request approval of change in roof tile material from previously approved flat concrete tile to proposed flat slate tile; same color as previously approved. Request shutter color change to match house.

5. A-004-2021 Modifications

Address: 135 Wells Rd.

Applicant: Peal Trust (Allison Menkes TR)

Professional: Fernando Wong Outdoor Living Design

Project Description: Changes to previously approved landscape and pool.

Motion made by Mr. Garrison and seconded by Ms. Grace to approve the consent agenda as amended, with the removal of A-007-2021, 216 Angler Avenue. Motion carried unanimously.

B. ITEMS PULLED FROM CONSENT AGENDA

1. A-007-2021 Modifications

Address: 216 Angler Ave.

Applicant: Alexander and Amanda Coleman

Professional: Clemens Bruns Schaub

Project Description: The proposed project illustrates minor changes to ARCOM Application B-010-2019. The changes mainly include modifications to hardscape and landscape. Modifications were made to the design such that equipment pads were revised per the equipment needs of the project; the plunge pool was moved north from its location outside the master shower door; the spa was removed from the courtyard; and hardscape and landscape were both removed and added to the project while retaining the required landscape open space. Pedestrian gates have been added in concealed locations within the landscape, and a grass bocce ball court was designed for the north yard. See the following sheet-by-sheet narrative for specifics on all minor changes to the project since the previous original ARCOM Submission on 03/27/2019 and the Staff Approval Submission on 11/05/2019.

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

Mr. Schaub presented the architectural modifications proposed for the new residence.

Ms. Shiverick inquired about the corrugated sheet pile retaining wall, questioned the materials and look of the item. Mr. Schaub responded. Ms. Shiverick inquired how the wall would be screened. Neil Sickterman responded and discussed the materials to be used to screen the wall. Ms. Shiverick respectfully requested that the plant material completely screened the retaining wall.

Mr. Small called for public comment. There were no comments heard at this time.

Mr. Small called for staff comment. Mr. Bergman provided staff comments.

Ms. Grace inquired if the applicant had considered complying with the native plant requirements that were now in place. Mr. Sickterman responded.

Motion made by Mr. Garrison and seconded by Ms. Shiverick that the project at 216 Angler Avenue has met the criteria for approval listed in Sec. 18-205 of the Town's Code of Ordinances and to approve the project as presented. Motion carried unanimously.

C. DEMOLITIONS AND TIME EXTENSIONS

1. B-074-2020 Demolition

Address: 70 Blossom Way

Applicant: CPPB Holdings, LLC (Maura Ziska)

Professional: Daniel Kahan/Smith and Moore Architects, Inc.

Project Description: Demolition of existing residence, hardscape and pool.

Associated landscape demolition to be presented.

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Kahan agreed to the easement.

Mr. Kahan presented the architectural plans proposed for the demolition of the existing residence.

Mr. Small called for public comment. There were no comments heard at this time.

Mr. Small called for staff comment. Ms. Van Onna provided staff comments.

Mr. Corey inquired if some of the material could be saved. Mr. Kahan responded. Mr. Floersheimer stated that he had spoken to the chief of staff on the property, who discussed with him the material to be salvaged.

Motion made by Mr. Garrison and seconded by Mr. Smith that the proposed demolition at 70 Blossom Way has met the conditions listed in Sec. 18-206 of the Town's code of ordinances and to approve the project as presented. Motion carried unanimously. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

2. B-075-2020 Demolition

Address: 10 Blossom Way

Applicant: Blossom Way Holdings, LLC (Maura Ziska)

Professional: Daniel Kahan/Smith and Moore Architects, Inc.

Project Description: Demolition of existing residence, hardscape and pool.

Associated landscape demolition to be presented.

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Kahan agreed to the easement.

Mr. Kahan presented the architectural plans proposed for the demolition of the existing residence.

Mr. Small called for public comment. There were no comments heard at this time.

Mr. Small called for staff comment. Ms. Van Onna stated she had no comments on the item.

Mr. Corey was glad to see many of that many of the trees would be saved and reused in the new plan. Mr. Floersheimer agreed.

Motion made by Mr. Garrison and seconded by Mr. Smith that the proposed demolition at 10 Blossom Way has met the conditions listed in Sec. 18-206 of the Town's code of ordinances and to approve the project as presented. Motion carried unanimously. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

D. MAJOR PROJECTS – OLD BUSINESS

1. B-063-2020 Modifications

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S) - DONE
10/28

Address: 160 Royal Palm Way

Applicant: LR Palm House LLC (Maura Ziska)

Professional: Michael Sean McLendon/Cooper Carry

Project Description: The existing Palm House hotel is located at 160 Royal Palm Way. It is currently vacant and construction is partially completed. The structure is three stories with a partially enclosed basement containing parking and back-of-house functions. The proposed new work for the hotel includes completion and conversion of guest rooms for a total of 79 keys. A new pool deck will be constructed adjacent to the existing Function Room. Other exterior improvements will include re-painting, new exterior floor finishes, trellises and a covered walkway leading to the existing Function Room. Fenestration requiring replacement will be replaced with similar windows and doors.

A motion carried at the September meeting to defer the project to the October 28, 2020 meeting in accordance with the comments of the Commissioners, which included concern for the gazebo-typed dome structure in the courtyard, the structure for existing the lobby on the interior south elevation, the curtains on the front of the structure, the crowding of elements in the courtyard, the trash location needed resolution, and improvements needed in the porte cochère element. A motion carried at the October meeting that implementation of the proposed variances will not cause negative architectural impact to the subject property. A second meeting carried to approve the project as presented with the caveat that the landscape, service gate and paint colors would return to the November 20, 2020 meeting in accordance with the comments from the Commissioners. A motion carried at the November meeting to defer the project to the December 18, 2020 meeting at the request of the attorney. A motion carried at the December meeting to approve the project as presented with the condition that the service gate is reduced from 7 feet to 6 feet in height, the doors in the banquet kitchen are changed from two doors to a single door and the colors for the doors, windows and railings will return to the Commission at the January 27, 2021 meeting.

Call for disclosure of ex parte communication: Disclosure by several members.
Please note: Ms. Catlin left the meeting at 9:53 a.m.

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Ms. Ziska agreed to the easement.

Maura Ziska, attorney for the applicant, provided an overview of what the applicant would be presenting.

Mr. McLendon presented a handful of items on the property, specifically the items that needed zoning relief and a recommendation to the Town Council from the

Commission. Mr. McLendon also provided an update to the color of the windows, doors and railings.

Mr. Small called for public comment.

Donald Lunny, attorney representing Virginia Simmons at 133 Brazilian Avenue, stated that his client was supportive of all of the changes, and they were consistent with the discussions that they had with the design professionals.

John Eubanks, attorney representing Timothy and Gayle DeVries at 141 Brazilian Ave., stated that his client is supportive of all of the changes.

Mr. Small called for staff comment. Mr. Castro provided staff comments.

Ms. Ziska inquired if the Commission would allow staff to approve the gate if they found it acceptable.

Ms. Van Onna inquired if the double door at the service kitchen was changed to a single door. Mr. McLendon responded.

Mr. Small asked for clarification on what was being requested. Ms. Van Onna and Ziska responded.

Ms. Grace did not find the gate attractive and in keeping with Palm Beach. She requested a restudy of the gate.

Mr. Corey thought all of the changes that had been made were good changes, however he agreed with Ms. Grace and thought the gate was not very charming.

Ms. Shiverick expressed appreciation that the professionals took the time to explore the change in colors for the windows. She agreed with the previous comments on the gate and did not find the gate attractive.

Messrs. Floersheimer, Cooney and Small agreed with their fellow Commissions regarding the gate.

Motion made by Mr. Corey and seconded by Mr. Smith that implementation of the proposed variances will not cause negative architectural impact to the subject property. Motion carried unanimously.

A second motion made by Mr. Corey and seconded by Mr. Smith that the project at 160 Royal Palm Way has met the criteria for approval listed in Sec. 18-205 of the Town's Code of Ordinances and to approve the project as presented with the condition that the vehicular gate would be restudied and would return to the February 24, 2021 meeting. Motion carried unanimously. This application was approved with the condition that prior to the issuance of

a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

Ms. Ziska asked if the Commission could give some feedback and direction for the gate. Several of the Commissioners responded.

2. B-073-2020 Demolition/New Construction

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)

Address: 1015 S. Ocean Blvd.

Applicant: 1015 South Ocean Boulevard LLC (Maura Ziska)

Professional: Harold Smith/Smith and Moore Architects

Project Description: New two-story residence with pool, hardscape and landscape.

A motion carried at the December meeting to defer the project to the January 27, 2021 at staff's request.

ZONING INFORMATION: 1) Section 134-840: Special Exception with Site Plan Review to allow the construction of an 11,031 square foot two-story residence on a non-conforming lot that is 97.97 feet in depth in lieu of the 150 foot minimum required in the R-A Zoning District.

2) Section 134-843(a)(5): A request for a variance to allow the proposed residence to have a front setback of 16 feet 7.5 inches in lieu of the 35 foot minimum required in the R-A Zoning District.

3) Section 134-843(a)(9): A request for a variance to allow the proposed residence to have a rear setback of 2 feet 7 inches in lieu of the 15 foot minimum required in the R-A Zoning District.

4) Section 134-843(a)(6)b: A request for a variance to allow the proposed residence to have an Angle of Vision of 133.74 degrees in lieu of the 120 degrees maximum allowed in the R-A Zoning District.

5) Section 134-843(a)(7): A request for a variance to have a building height plane setback ranging as close to the front property line as 16.8 feet (one story element) to 29.25 feet (two-story element) in lieu of the minimum 35 foot (one story element) to 47.6 foot (two-story element) required by Code in the R-A Zoning District.

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

Maura Ziska, attorney for the applicant, provided an overview of project, explained the zoning relief requested and advocated for a positive recommendation to the Town Council.

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Ms. Ziska agreed to the easement.

Mr. Smith presented the architectural plans proposed for the new residence.

Steve West, Parker-Yannette Design Group, Inc., presented the landscape and hardscape plans proposed for the new residence.

Mr. Small called for public comment.

Frank Lynch, attorney for the owners of 1020 S. Ocean Blvd., expressed his clients' objections to the proposed new residence.

Mr. Small called for staff comment. Ms. Van Onna provided staff comments.

Mr. Garrison thought the project fit nicely onto the site and the professionals did a great job with the design. Mr. Ives agreed.

Ms. Grace had mixed feelings on the project. While she thought the house was attractive and was in favor of the high quality materials, she expressed concern that the design was a bit monolithic on such a shallow lot. She expressed further concern for the loss of ocean views and inquired if there was any way to reduce the landscape to create a more open view to the ocean. She appreciated the size of the footprint, the low center section of the home and liked the courtyard design. She had some reservations about the number of contemporary homes in the area.

Mr. Corey expressed concern with four of the variances that were requested, which he believed was a result of a home that was too big for the lot. He did not believe the design was fitting for the location. He thought the design needed to be restudied and designed in a way that eliminated the need for the four requested variances. He thought the fenestration on the east façade was out of control. He recommended more blending of the natural resources that went along the dune.

Ms. Shiverick had some of the same concerns of Ms. Grace. She thought the south, second story was too high and thought it should be more in line with the north, two-story section. She believed the east façade fenestration needed some relief. She thought the concrete bars and the pocket doors needed to be eliminated. She pointed out that the neighbors supported the variances but she thought the variances, particularly the front setback, needed to be rethought.

Mr. Smith thought the design needed to be restudied due to the number of variances requested.

Mr. Floersheimer liked the style, design concept and use of materials. However, he had reservations of the number of variances along with the size, scale and mass of the project. Mr. Floersheimer offered a suggestion to move the narrow portion of the home to the narrow portion of the lot. He also suggested eliminating the beach loggia. He suggested reducing the height of the second story portions. He thought the height of some of the privacy walls seemed excessive.

Mr. Cooney thought the general approach of the courtyard setup and the architectural style was not dissimilar for the area. He was most concerned with the front yard setback and thought it was a large house for the lot size. He was not concerned with the fenestration on the east façade but favored a restudy to determine if some of the variances could be reduced or eliminated.

Mr. Small thought the home was too large for the size of the lot. He also thought some of the variances could be eliminated and/or reduced. He expressed concern for the ingress and egress of the home from S. Ocean Blvd.

Motion made by Mr. Corey and seconded by Mr. Smith to defer the project for one month, to the February 24, 2021 meeting for a restudy of the project in accordance with the comments of the Commissioners. Motion carried 6-1, with Mr. Garrison opposed.

Please note: A short break was taken at 11:26 a.m. The meeting resumed at 11:36 a.m.

3. B-081-2020 Additions/Modifications

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SPECIAL EXCEPTION, SITE PLAN REVIEW AND VARIANCE(S)

Address: 250 Queens Lane

Applicant: John Mendel and Mara Raphael

Professional: Studio SR Architecture

Project Description: Alternations and additions to existing single story stucco and wood frame cottage. Modifications include mitered white concrete tile roof, rear yard expansion of family and pool rooms, addition of shutters, rafter tails and associated changes.

A motion carried at the December meeting to defer the project for one month to address the comments of the Commissioners, particularly with the muntins on the windows, reducing the number of variances and lack of trees in the landscape plan.

ZONING INFORMATION: 1) Section 134-229; Section 134-329 and Section 134-893(b): Special Exception with Site Plan Review to allow the renovation of an existing one story residence by demolishing more than 50% cubic on a lot with a width of 77 feet in lieu of the 100 foot minimum required, a depth of 94 feet in lieu of the 100 foot minimum required, and an area of 7,238 square feet in lieu of the 10,000 square foot minimum required in the R-B Zoning District. Additionally, the applicant is proposing to construct a 409 square foot one story master bedroom addition and add a cabana and swimming pool that will require the following variances to be requested:

2) Section 134-893(7): to allow a west side yard setback for the addition and to allow the house to remain non-conforming with both having a setback of 5.3 feet in lieu of the 12.5 foot minimum required in the R-B Zoning District. 3) Section 134-893(12): to allow the non-conforming landscape open space to remain at 28.5% in lieu of the 45% minimum required.

4) Section 134-1757: to allow a swimming pool with a 5.2 foot rear yard setback in lieu of the 10 foot minimum required. 5) Section 134-2179: To eliminate the requirement for the two car garage that is required for a demolition of more than 50% cubic footage of a house on a lot over 75 feet wide.

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

Please note: Ms. Catlin returned to the meeting at 11:40 a.m.

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Saladrigas agreed to the easement.

Raphael Saladrigas, Studio SR Architecture, presented the architectural modifications proposed for the existing residence.

Keith Williams, Nievera Williams Design, presented the landscape and hardscape modifications proposed for the existing residence.

Maura Ziska, attorney for the applicant, explained the zoning relief requested and advocated for a positive recommendation to the Town Council.

Mr. Small called for public comment. There were no comments heard at this time.

Mr. Small called for staff comment. Ms. Van Onna provided staff comments.

Mr. Garrison thought the changes were good and that the professionals listened to the suggestions made by the Commissioners.

Ms. Grace was in favor of the landscape changes. She questioned the dark teak front door. She suggested using a light or white door on the front. She thought the lanterns around the pool looked too large. She inquired if the shutters proposed were operable. Mr. Saladrigas stated that the shutters were operable. Mr. Saladrigas stated that the owner's preference was the light stained door in a gray tone. Ms. Grace inquired if the grass was real. Mr. Williams stated that all grass material proposed was real.

Mr. Corey appreciated the changes by the professionals. Mr. Corey inquired about the Gumbo Limbo tree behind the pleached trees. Mr. Williams responded.

Ms. Shiverick thought the home would be a lovely addition to the street.

Ms. Catlin thought the landscaping was a bit stiff in relation to the design of the home.

Mr. Floersheimer agreed with Ms. Shiverick.

Mr. Cooney appreciated that the design professionals made the changes that were requested by the Commissioners. Mr. Small agreed.

Motion made by Ms. Shiverick and seconded by Mr. Garrison that implementation of the proposed variances will not cause negative architectural impact to the subject property. Motion carried unanimously.

A second motion made by Mr. Garrison and seconded by Ms. Grace that the project at 250 Queens Lane has met the criteria for approval listed in Sec. 18-205 of the Town's Code of Ordinances and to approve the project as presented. Motion carried unanimously. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

4. B-083-2020 Demolition/New Construction

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SPECIAL EXCEPTION, SITE PLAN REVIEW AND VARIANCE(S)

Address: 310 Mediterranean Ave.

Applicant: 310 Mediterranean Rd, LLC (John Shaw, Manager)

Professional: Pat Segraves/SKA Architect + Planner

Project Description: Partial demolition and new construction of island style single family home. Additional 1,660 sq. ft. for a grand total of 9,980 sq. ft. Final landscape and hardscape included.

A motion carried at the December meeting to defer the project to the January 27, 2021 meeting to address the comments of the Commissioners, particularly relating to scale, massing and hardscape and how they related to the variances.

ZONING INFORMATION: Sections 134, 229, 134-329, and 134-843(b): Special Exception and Site Plan Review to allow the renovation of a two-story, single family house, including raising the existing house to 7.0 NAVD and demolishing more than 50% of the house by cubic square footage, on a non-conforming lot, comprised of a portion of platted lots, which is 113.5 feet in depth in lieu of the 150-foot depth required in the R-A Zoning District. In connection with the renovation, the following variances are being requested: 1. Section 134-843(a)(5): Request for redevelopment of a single-family home with a front yard setback of 26.0 feet in lieu of the 35-foot minimum required in R-A Zoning District. 2. Section 134-1757: Request for installation of a swimming pool with a rear setback of 4.0 feet in lieu of the 10-foot minimum requirement. 3. Section 134-843(a)(7): Request for redevelopment of the house with a building height plane setback ranging from 26.0 to 32.35 feet in lieu of the range of 30.5 to 43.0 feet minimum required in R-A Zoning District.

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Segraves stated that the utilities had already been installed in the area.

Mr. Segraves reviewed all of the changes that had been made since the last presentation.

Daniel Clavijo, SKA Architect + Planner, presented a video of the proposed modifications.

Mr. Segraves presented the architectural modifications proposed for the existing residence.

Dustin Mizell, Environment Design Group, presented the landscape and hardscape modifications proposed for the existing residence.

David Klein, attorney for the owner, explained the zoning relief requested and advocated for a positive recommendation to the Town Council.

Mr. Small called for public comment. There were no comments heard at this time.

Mr. Small called for staff comment. Ms. Van Onna provided staff comments.

Mr. Garrison thought the changes were good however, he questioned the change in roof color.

Mr. Ives appreciated the changes but still felt there was a lack of coherence between the three sections of the property. He felt that work still needed to be done to bring more cohesion. He also felt the scale of the design needed to be revisited.

Ms. Grace agreed somewhat with Mr. Ives. She still questioned the appearance of the front entry. She suggested mirroring the oval window on the opposite side on the front façade. She believed the shuttered windows on each side of the entry were too big. She recommended a further reduction of hardscape in the rear, around the pool.

Mr. Corey discussed the variances and inquired about the variance regarding the front setback. Messrs. Klein, Segraves and Clavijo responded. Mr. Corey asked for further explanation on each of the variances. A discussion ensued. Mr. Corey expressed concern for the landscaping on the rear of the home, particularly the location of the pool in relationship to the dock as it exacerbates the hardscape in the area.

Ms. Shiverick stated the center section of the home, particularly the front entrance, was problematic. She recommended removing the portico and using a smaller, covered entry. She suggested using a white roof opposed to the gray proposed. She also thought there was too much hardscape around the pool.

Mr. Smith was in favor of the entry and thought the home was improved. He stated he would support the home.

Ms. Catlin thought the changes were a tremendous improvement over the existing home. However, she expressed some concern with the rear of the home. She suggested changing the pool to mimic the curve of the lake.

Mr. Floersheimer agreed with Mr. Corey and Ms. Catlin. He believed the hardscape around the pool should be reduced.

Mr. Cooney agreed with the suggestion to use a lighter colored roof.

Mr. Small thought the front entrance was too low over the front door. He questioned the function of the door on the east elevation on the north end of the home. Mr. Segraves responded. Mr. Small suggested relocating the door as he believed it was a disruption on the façade. Mr. Small also believed the west façade looked too massive without any greenery. He also agreed with the suggestion to use a lighter colored roof.

Mr. Corey inquired about the method in raising the home. Mr. Castro responded and provided additional staff comments. A short discussion ensued.

Motion made by Mr. Corey and seconded by Mr. Garrison to defer the project for one month, to the February 24, 2021 meeting, for a restudy in accordance with the comments of the Commissioners. Motion carried unanimously.

Please note: A lunch break was taken at 12:55 p.m. The meeting resumed at 1:30 p.m. At the time of roll call, Mses. Grace, Catlin and Mr. Corey were absent. Mr. Corey returned at 1:32 p.m.

E. MAJOR PROJECTS – NEW BUSINESS

1. B-069-2020 New Construction

Address: 301 Indian Rd.

Applicant: 225 Trust White Oak LLC TR (Michael Merriman)

Professional: Roger Janssen/Dailey Janssen Architects

Project Description: Construction of a new two-story residence, hardscape and landscape.

Please note: This project was deferred to the February 24, 2021 meeting at the Approval of the Agenda, Item VI.

2. B-076-2020 New Construction

Address: 60/70 Blossom Way

Applicant: Providencia Partners, LLC (Maura Ziska)

Professional: Daniel Kahan/Smith and Moore Architects, Inc.

Project Description: New two-story residence. New Hardscape, landscape and pool.

Please note: This project was deferred to the February 24, 2021 meeting after the Approval of the Agenda, Item VI.

3. B-001-2021 Additions/Modifications

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SITE PLAN REVIEW

Address: 143 Reef Rd.

Applicant: John Criddle

Professional: Roger Janssen/Dailey Janssen Architects

Project Description: Revised landscape and hardscape. Civil management plan. Proposed addition of a master suite on the north side of the property. Proposed one car garage on west side of the property.

ZONING INFORMATION: The applicant is proposing to construct a new 484 square foot one story garage to the west of the existing residence. The following variances are being requested: 1. Section 134-893(7): The applicant is requesting a variance for a west side yard setback of 9 feet in lieu of the 12.5 foot minimum required for a one story building. 2. Section 134-893(6): The applicant is requesting a variance for an angle of vision of 103 degrees in lieu of the 100 degrees maximum allowed.

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Janssen stated that the utilities had already been installed in the area.

Mr. Janssen presented the architectural modifications proposed for the existing residence.

Maura Ziska, attorney for the owner, explained the zoning relief requested and advocated for a positive recommendation to the Town Council.

Dustin Mizell, Environment Design Group, presented the landscape and hardscape modifications proposed for the existing residence.

Mr. Small called for public comment.

John Eubanks, attorney for Gayle Peterson at 151 Reef Road, expressed objections on behalf of his client.

Mr. Small inquired if plan B was an option for the owners. Mr. Janssen responded.

Mr. Small called for staff comment. Mr. Castro provided staff comments.

Mr. Garrison was in favor of granting the variance and thought it would be a better situation for the neighbor. He stated he would support a one and a half car garage. Mr. Eubanks responded.

Mr. Corey inquired if the Commission should be reviewing plan B. Mr. Janssen stated that the one and a half car garage was the request of the owner. He stated he could not support the variance since a one car garage would be appropriate.

Ms. Shiverick stated she would support the one and a half car garage. She agreed with Mr. Garrison that the generator and mechanical equipment would not be ideal next to the neighbor.

Mr. Smith stated he did not see the hardship and could not support the project.

Mr. Floersheimer thought that if the garage was pushed more to the north, it could eliminate one of the variances.

Mr. Cooney thought the plan to modernize the home rather than building a new home was a good plan. He thought the variance request was reasonable.

Mr. Small agreed with Mr. Cooney.

Frances Frisbie, owner, advocated for the plan that included a one and a half car garage.

Mr. Corey thought that Mr. Floersheimer made a good suggestion, which would reduce one variance.

Motion made by Ms. Shiverick and seconded by Mr. Garrison that implementation of the proposed variances will not cause negative architectural impact to the subject property. Motion carried 4-3, with Messrs. Corey, Smith and Floersheimer opposed.

A second motion made by Mr. Garrison and seconded by Ms. Shiverick that the project at 143 Reed Rd. has met the criteria for approval listed in Sec. 18-205 of the Town's Code of Ordinances and to approve the project as presented. Motion carried unanimously. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

4. B-002-2021 Additions/Modifications

Address: 161 Via Palma

Applicant: Victoria Hunt

Professional: Harold Smith/Smith and Moore Architects, Inc.

Project Description: First floor loggia enclosure and second floor addition. Minor landscape alterations.

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Smith stated that the utilities had already been installed in the area.

Mr. Smith presented the architectural modifications proposed for the existing residence.

Che Wei Kuo, Fernando Wong Outdoor Living Design, presented the landscape and hardscape modifications proposed for the existing residence.

Mr. Small called for public comment. There were no comments heard at this time.

Mr. Small called for staff comment. Ms. Van Onna provided staff comments.

Mr. Garrison was in favor of the request.

Mr. Ives thought the addition was a bit bulky but supported the project.

Many of the Commissioners supported the addition.

Mr. Floersheimer thought the brackets under the Juliet balcony were too skinny but otherwise supported the project. Mr. Smith stated he would discuss the item with the owners.

Motion made by Mr. Garrison and seconded by Mr. Corey that the project at 161 Via Palma has met the criteria for approval listed in Sec. 18-205 of the Town's Code of Ordinances and to approve the project as presented. Motion carried unanimously. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

5. B-004-2021 New Construction

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SITE PLAN REVIEW

Address: 1464 N. Ocean Blvd.

Applicant: MJ and Evan Castelo

Professional: Patrick Segraves/SKA Architect + Planner

Project Description: New construction of 4,140 sq. ft. two-story, single family, Monterey style home. Final landscape and hardscape to be included.

ZONING INFORMATION: Section 134-893: Site Plan Review to allow the construction of a 4,140 square foot two-story, single family residence on a non-conforming platted lot which is 9,770 in area in lieu of the 10,000 square foot minimum required in the R-B Zoning District and 90 feet in width in lieu of the 100 foot minimum width required In the R-B Zoning District.

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

Please note: Ms. Grace returned to the meeting at 2:18 p.m.

Mr. Segraves presented the architectural plans proposed for the new residence.

Dustin Mizell, Environment Design Group, presented the landscape and hardscape plans proposed for the new residence.

MJ Castelo, owner, spoke favorably about moving to Palm Beach.

Mr. Small called for public comment. There were no comments heard at this time.

Mr. Small called for staff comment. Ms. Van Onna provided staff comments.

Mr. Garrison supported the project but questioned the two curb cuts on N. Ocean Blvd. Mr. Segraves responded.

Mr. Castro stated that the applicants should be coordinating with Public Works to discuss the curb cuts. A discussion ensued.

Mr. Small discussed the dangers in the area with vehicular and pedestrian traffic. Mr. Small stated he could not support two curb cuts.

Mr. Castro stated that he reviewed the project with Craig Hauschild, Public Works, who did not have an issue with the two curb cuts.

Mr. Ives was in favor of the home design and suggested a lighter color for the shutters.

Ms. Grace thought the project was nice and not overly large for the lot. She was in favor of the native plants proposed. She also suggested a different color for the shutters.

Mr. Corey inquired about the roof plan. Mr. Segraves showed and discussed the roof plan with the Commissioners. A discussion ensued about the roof plan. He suggested changing the windows on the front façade, first floor to four windows with shutters. Mr. Segraves discussed the reasons for the fenestration design. Mr. Corey thought all of the landscape materials should be highlighted. Mr. Mizell pointed out the sheet that showed the details of the materials proposed.

Ms. Shiverick thought the fenestration on the east façade should be restudied. She also suggested adding shutters on the east façade, second floor. She suggested reducing the three windows on the front façade to two windows with the addition of a Bahama shutter. She suggested using a wood window material. She thought one curb cut was sufficient for this home.

Mr. Smith was in favor of the project.

Mr. Floersheimer agreed with the other comments regarding the windows on the east façade. He suggested using a pastel color on the home. He was in favor of reducing one curb cut as well as reducing the hardscape in the front of the home.

Mr. Cooney was in favor of the project.

Mr. Small was supportive of the comments made regarding the windows on the east façade. He agreed that one curb cut was sufficient for this home.

Mr. Segraves responded and explained the window design.

Motion made by Mr. Garrison and seconded by Mr. Corey to defer the project for one month, to the February 24, 2021 meeting, to restudy the two curb cuts, the front fenestration, and the colors of the home and to confirm the landscaping plan. Motion carried unanimously.

6. B-006-2021 Demolition/New Construction

Address: 2291 Ibis Isle Rd. E.

Applicant: 2291 Ibis Isle LLC (Richard Fertig)

Professional: Bill Boyle/Boyle Architecture PLLC

Project Description: Demolition of an existing residence constructed in 1961.

Construction of new two-story, 4331 sq. ft. A/C residence in modern style with swimming pool, associated landscape and landscape lighting.

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Boyle stated that the utilities had already been installed in the area.

Mr. Boyle presented the architectural plans proposed for the demolition of the existing residence.

Steve West, Parker-Yannette Design Group, Inc., presented the landscape and hardscape plans proposed for the demolition of the existing residence.

Mr. Small called for public comment. There were no comments heard at this time.

Mr. Small called for staff comment. Ms. Van Onna stated she had no comments.

Motion made by Mr. Garrison and seconded by Ms. Shiverick that the proposed demolition at 2291 Ibis Isle Road E. has met the conditions listed in Sec. 18-206 of the Town's code of ordinances and to approve the project as presented. Motion carried unanimously. This application was approved with the condition that prior to the issuance of a building permit, the applicant

shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

Mr. Boyle presented the architectural plans proposed for the new residence.

Mr. West presented the landscape and hardscape plans proposed for the new residence.

Mr. Small called for public comment.

Lawrence Kaplan, neighbor, expressed comments regarding the driveway design proposed, the proposed dense vegetation and lighting.

Mr. Small called for staff comment. Ms. Van Onna provided staff comments.

Mr. Garrison thought the house was interesting and perfectly suited.

Mr. Ives thought the house design fit into the area. He thought the design was a bit static and was missing some flow and movement, particularly between the first and second floor exteriors. He suggested breaking up some of the elements. He encouraged the professional to find some more interesting material choices that were indigenous and local.

Ms. Grace thought the design was a bit monotonous and heavy. She did not feel the aluminum fins on the front were contributing to the design. She was in favor of the travertine proposed. She suggested using a nicer material for the driveway.

Mr. Corey was not in favor of the aluminum fins proposed. He suggested using a warmer material, such as wood for this detail. He thought the house could work in the location but thought it needed some warmth. He inquired about the area next to the balcony and master suite. Mr. Boyle responded.

Ms. Shiverick felt that Cypress would be a better material for the aluminum fins that were proposed. She felt a darker travertine would make the home feel warmer. She was in favor of the choice of plants and agreed with Ms. Grace that a different material should be used for the driveway.

Ms. Catlin agreed with many of Mr. Corey's comments. She expressed concern with some of the finishes proposed and thought it felt stark and cold. She wanted to see the home warmed up with some natural materials.

Mr. Floersheimer inquired about the windows proposed on the west elevation in the powder room. Mr. Boyle responded.

Mr. Cooney agreed with using more natural materials.

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

Motion made by Ms. Shiverick and seconded by Ms. Grace to defer the project for two month, to the March 24, 2021 meeting, to restudy the materials to be used for the home and driveway. Motion carried unanimously.

7. B-007-2021 Demolition/New Construction

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

Address: 1063 N. Ocean Blvd.

Applicant: 1063 N Ocean Blvd LLC (James M. Crowley, Attorney)

Professional: Thomas M. Kirchhoff/Kirchhoff & Associates Architects

Project Description: Demolition of existing residence, landscape, hardscape and pool. New two-story residence in the British Colonial style with landscape, hardscape and pool.

ZONING INFORMATION: The applicant is proposing a new 18,918 square foot, two-story house on a nonconforming lot in the R-A Zoning District. Special exception and site plan reviews are required pursuant to Section 134-843(b) of the Town Code because the project is being proposed on a non-platted lot with a minimum lot width of approximately 118.87' in lieu of the 125' minimum width required in the R-A Zoning District.

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

Mr. Small asked if the owner did voluntarily agree to dedicate a utility easement supporting the undergrounding project subject to the satisfaction of the Town. Mr. Kirchhoff agreed to the easement.

Mr. Kirchhoff presented the architectural plans proposed for the demolition of the existing residence.

Mario Nievera, Nievera Williams Design, presented the landscape and hardscape plans proposed for the demolition of the existing residence.

Mr. Small called for public comment. There were no comments heard at this time.

Mr. Small called for staff comment. Ms. Van Onna stated she had no comments.

Motion made by Mr. Garrison and seconded by Mr. Ives that the proposed demolition at 1063 N. Ocean Blvd. has met the conditions listed in Sec. 18-206 of the Town's code of ordinances and to approve the project as presented. Motion carried unanimously.

Mr. Kirchhoff presented the architectural plans proposed for the new residence.

Mr. Nievera presented the landscape and hardscape plans proposed for the new residence.

Mr. Small called for public comment.

Alan Ciklin, attorney on behalf of the owners at 1071 N. Ocean Blvd., expressed his clients' objections to the proposed home.

Mr. Small called for staff comment. Ms. Van Onna stated she had no comments.

Jamie Crowley, attorney for the applicant, responded to Mr. Ciklin's comments and advocated for the proposed design.

Mr. Garrison thought the proposed was well designed for the neighborhood and would be a nice addition.

Mr. Ives thought the proposed was in keeping with the area and agreed with Mr. Garrison.

Mr. Grace thought the home was in keeping with the area. She thought a slight reduction could be taken from the height but was supportive of the project.

Mr. Corey thought the home was a bit bulky and thought the height of the front portion of the home needed to be reduced. He suggested reconsidering the patio on the north side of the home. He thought the proposed home was a bit wide and tall. He suggested the garage appear more subservient or to be broken from the main home. He liked the pool in the courtyard. He suggested adding more plantings on the southeast corner. Overall, he thought the design was very nice.

Ms. Shiverick thought the design was beautiful and was in favor of the material choices. She was in favor of the side entrance on the home. She agreed that a slight reduction could be made to the roof height and the seawall. She was not in favor of the driveway material and suggested using brick.

Mr. Smith thought the proposed was a very nice design. He was in favor how Mr. Kirchhoff mitigated the height in the garage.

Ms. Catlin thought the home is beautifully designed. She thought the home had the necessary charm for the north end.

Mr. Floersheimer thought the home was beautifully designed and had nice materials. He expressed concern for the four bedrooms over the western façade and thought it may loom over the street. He also questioned the need to raise the seawall.

Mr. Cooney was in favor of the home and thought the materials were a nice choice.

Mr. Small agreed that the design was superb but had some concerns for the massing, scale and height. He questioned if the home could be moved a bit to the south. Mr. Kirchhoff responded and discussed the reasons that moving the home would be problematic. Mr. Small inquired about the two curb cuts. Mr. Kirchhoff stated that two curb cuts existed today and that they would like to keep both.

Ms. Grace inquired about the seawall being raised. Mr. Kirchhoff responded.

Motion made by Ms. Shiverick and seconded by Mr. Garrison that the project at 1063 N. Ocean Blvd. has met the criteria for approval listed in Sec. 18-205 of the Town's Code of Ordinances and to approve the project as presented. Motion carried 5-2, with Messrs. Small and Corey opposed. This application was approved with the condition that prior to the issuance of a building permit, the applicant shall either dedicate and record a utility easement, or enter into an agreement ensuring said easement, if necessary to facilitate utility undergrounding in the area.

F. MINOR PROJECTS – OLD BUSINESS

1. A-024-2020 Solar Panels

Address: 159 Seaspray Ave.

Applicant: Eric Leiner

Professional: Manuel Siques/Go Solar Power

Project Description: Solar PV System Roof Mount and Interconnection.

A motion carried at the August meeting to defer the project to the October 28, 2020 meeting due to lack of detailed plans and no notice to the neighbors. A motion carried at the October meeting to defer the project to the November 20, 2020 meeting as no presentation and mini-set were received. A motion carried at the December meeting to defer the project to the January 27, 2021 meeting due to presentation materials not submitted.

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

Jackson McInerney, Go Solar Power, presented the solar panels proposed for the existing residence.

Mr. Small called for public comment.

Jackie Miller, attorney for the owner, advocated for the location of the proposed solar panels.

Mr. Small called for staff comment. Ms. Van Onna stated she had no comments.

Mr. Garrison supported the project.

Ms. Grace expressed concern that the panels could be seen from the neighbors.

Ms. Shiverick was not in favor of solar panels in general.

Motion made by Mr. Corey and seconded by Mr. Smith that the project at 159 Seaspray Avenue has met the criteria for approval listed in Sec. 18-205 of the Town's Code of Ordinances and to approve the project as presented. Motion carried 5-2, with Mses. Shiverick and Grace opposed.

2. A-040-2020 Awnings

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

Address: 130 Sunrise Ave., PH 1

Applicant: Elaine Hirsch

Professional: Jeffrey Brasseur/Brasseur & Drobot Architects

Project Description: Add a 30' x 12'-2" fixed awning to 7th floor, penthouse 1, Northwest side of 130 Sunrise Ave.

A motion carried at the October meeting to defer the project to the November 20, 2020 meeting at the request of the attorney. A motion carried at the November meeting to defer the project to the December 18, 2020 meeting at the request of the attorney. A motion carried at the December meeting to defer the project to the January 27, 2021 meeting due to presentation materials not submitted.

ZONING INFORMATION: A site plan modification with variances to allow a 365 square foot fixed awning over the terrace on the seventh floor of a seven story condominium building. The following variances are being requested: 1. Section 134-948(8): To allow the awning at a height of 61.5 feet in lieu of the 23 1/2 foot maximum height allowed in the R-C Zoning District. Section 134-948(8): To allow the awning at an overall height of 63.66 feet in lieu of the 26 1/2 foot maximum height allowed in the R-C Zoning District. Section 134-948(8): To allow the awning on the existing seventh floor penthouse of a seven story building in lieu of the two story building maximum allowed in the R-C Zoning District. Section 134-948(6): To allow a west side yard setback of 50.1 feet in lieu of the 61.5 foot minimum allowed. Section 134-948(7): To allow a rear street yard setback of 106.5 feet in lieu of the 123.16 foot minimum allowed.

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

Maura Ziska, attorney for the owner, explained that they are waiting for approval for the condominium association.

Motion made by Mr. Corey and seconded by Mr. Garrison to defer the project for one month, to the February 24, 2021 meeting. Motion carried 6-1, with Mr. Ives opposed.

3. A-048-2020 Modifications

Address: 230 Atlantic Ave.

Applicant: Linda Saligman

Professional: Stephen A. Yeckes

Project Description: Interior and exterior remodel as deferred in the November ARCOM meeting. To present new front elevation, new waterfall and new front retaining wall.

Motion carried at the November meeting to defer the project to the December 18, 2020 meeting for a restudy in accordance with the comments from the Commissioners, which many questioned the proposed changes to the front façade. A motion carried at the December meeting to defer the project to the January 27, 2021 meeting to address the comments of the Commissioners, particularly relating to the recommendations on the landscape plan, lanterns, garage doors and front entrance design.

Please note: This project was deferred to the February 24, 2021 meeting at the Approval of the Agenda, Item VI.

4. A-072-2020 Generator

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)

Address: 355 Hibiscus Ave.

Applicant: Samuel M. Lehrman

Professional: Gerard Beekman/Gramatan Corporation

Project Description: Addition of a new electric backup generator to an existing non-conforming corner lot property.

A motion carried at the December meeting to defer the project to the January 27, 2021 meeting at the request of staff.

ZONING INFORMATION: 1. Section 134-1729(1): A request for a variance to allow a 38 KW generator to be placed in the street side yard setback (Australian Avenue) at 5.6 feet in lieu of the 25 foot minimum required on a corner lot. 2) Section 134-1667: A request for a variance for the required wing wall for the generator located in the street side yard setback with a height of 8.58 feet above the crown of the road (on Australian Avenue) in lieu of the 6 feet allowed. 3) Section 134-1667: A request for a variance for the required wing wall for the generator located in the rear yard setback at a height of 8.46 feet above the neighboring property owner's grade to the east in lieu of the 6 feet allowed.

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

Mr. Beekman presented the architectural plans for the proposed generator.

Maura Ziska, attorney for the owner, explained the variances requested and advocated for a positive recommendation to the Town Council.

Mr. Small called for public comment. There were no comments heard at this time.

Mr. Small called for staff comment. Mr. Castro provided staff comments.

Ms. Grace inquired if the generator could be placed in the southern corner. Mr. Beekman responded.

Mr. Corey inquired for further explanation on the reason the generator could not be placed in the southern corner. Mr. Beekman responded. Mr. Corey also inquired about the ability to service the generator. Mr. Beekman responded.

Ms. Shiverick requested a condition be added to the motion that if the hedge dies, the owner would need to replace it with a hedge at an equal height.

Ms. Catlin inquired about the size of the generator. Mr. Beekman responded.

Mr. Floersheimer agreed with Mr. Corey's comment about accessing the generator. Mr. Beekman and James Hall responded.

Motion made by Mr. Garrison and seconded by Mr. Ives that implementation of the proposed variances will not cause negative architectural impact to the subject property. Motion carried 5-2, with Mr. Corey and Ms. Grace opposed.

A second motion made by Mr. Garrison and seconded by Mr. Ives that the project at 355 Hibiscus Avenue has met the criteria for approval listed in Sec. 18-205 of the Town's Code of Ordinances and to approve the project as presented with the condition that if the hedge needs to be replaced, it would be replaced immediately with a hedge as tall as the wall screening the generator or as tall as the existing hedge. Motion carried 5-2, with Mr. Corey and Ms. Grace opposed.

G. MINOR PROJECTS – NEW BUSINESS

1. A-003-2021 Awning

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)

Address: 113 Atlantic Ave.

Applicant: Alexandra Murphy

Professional: Jeffrey Brasseur/Brasseur & Drobot Architects, PA

Project Description: Add a fixed awning to the west second story deck and the east second story deck between the garage and main residence.

ZONING INFORMATION: Section 134-893(b)(13): Request for a variance to allow the construction of a 210 square foot awning on the east side of the existing residence and a 644 square foot awning on the west side of the existing residence which will result in a cubic content ratio of 4.499 cubic feet in lieu of 3.998 existing and the 4.148 maximum allowed.

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

Maura Ziska, attorney for the owner, explained the variances requested and advocated for a positive recommendation to the Town Council.

Mr. Brasseur presented the awnings proposed for the existing residence.

Mr. Small called for public comment. There were no comments heard at this time.

Mr. Small called for staff comment. Ms. Van Onna provided staff comments.

Mr. Garrison supported the request but was not in favor of the black and white stripes.

Ms. Grace agreed with Mr. Garrison and suggested using a smaller stripe.

Mr. Corey supported the request but inquired how the awning was attached to the building. Mr. Brasseur responded.

Ms. Shiverick agreed with Mr. Corey and questioned the attachment and placement of the fixed awning. She suggested a retractable awning. Mr. Brasseur responded.

Mr. Smith was not in favor of the look of the awning, the way it was attached and the stripes.

Ms. Catlin was not in favor of the proposed awning and the stripe of the awning.

Mr. Floersheimer agreed that the black and white stripe was not appropriate and was in favor of Ms. Shiverick's suggestion of a retractable awning.

Mr. Cooney was not in favor of the way the awning was attached. He believed it could be designed to comply with the zoning code.

Mr. Small agreed with Messrs. Cooney and Smith. He believed it was out of character for the neighborhood.

Mr. Garrison inquired if a retractable awning would need to return to the Commission. Mr. Corey suggested a trellis.

Motion made by Mr. Corey and seconded by Mr. Garrison to defer the project for one month, to the February 24, 2021 meeting. Motion carried unanimously.

2. A-005-2021 Modifications

Address: 221, 223, 225, 227, 229 Royal Poinciana Blvd and 216 Sunset Ave.

Applicant: T3 Family Investments LLC (Cody Crowell, Manager)

Professional: Roger Janssen/Dailey Janssen Architects

Project Description: Proposed modifications to landscape and hardscape design along with adjustments to various building elevations.

Please note: This project was deferred to the February 24, 2021 meeting at the Approval of the Agenda, Item VI.

VIII. **UNSCHEDULED ITEMS (3 MINUTE LIMIT PLEASE)**

1. Public

There were no public comments at this time.

2. Staff

Mr. Bergman stated that Jeffrey Smith declared a conflict for a project at 1118 N. Lake Way at the December 18, 2020 meeting and had correctly completed the 8B form in accordance with State Law.

3. Commission

Mr. Small thought the virtual reality tours were better and encouraged them rather than the models that were presented.

Ms. Shiverick expressed concern for the lack of material samples that were normally seen during the in person meeting. Ms. Grace suggested that the professionals have the samples available during ex parte meeting.

Mr. Floersheimer questioned one of the signs installed at via Flagler. He also pointed out that it was Holocaust Remembrance Day.

IX. **ADJOURNMENT**

Motion made by Mr. Ives and seconded by Mr. Corey to adjourn the meeting at 5:26 p.m. Motion carried unanimously.

The next meeting will be held virtually on Wednesday, February 24, 2021 at 9:00 a.m. via the Zoom platform.

Respectfully Submitted,

Michael B. Small, Chairman
ARCHITECTURAL COMMISSION

kmc

TOWN OF PALM BEACH

Town Council Meeting on: February 9, 2021

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 018-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to GHD Inc. for the Lake Worth Inlet Sand Transfer Plant Integrity Assessment in the amount of \$141,710 and a Project Budget of \$155,000.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▢ **Memorandum Dated February 1, 2021, from Dean Mealy, Purchasing Manager**
- ▢ **Resolution No. 018-2021**
- ▢ **GHD Proposal**

TOWN OF PALM BEACH

Information for Town Council Meeting on: February 9, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution to Approve the Award of a Purchase Order to GHD Inc. for the Lake Worth Inlet Sand Transfer Plant Integrity Assessment in the Amount of \$141,710 and a Project Budget of \$155,000, **Resolution No. 018-2021**

DATE: February 1, 2021

STAFF RECOMMENDATION

Town staff recommends that Town Council approve the award of purchase order to GHD Inc. for the Lake Worth Inlet Sand Transfer Plant Integrity Assessment in the amount of \$141,710 and a project budget of \$155,000.

GENERAL INFORMATION

GHD Inc. is being engaged to discuss the general plant operations, identify operational and performance issues of the Lake Worth Inlet Sand Transfer Plant.

The Town has had operational issues that have made the plant inoperable for a period of time both in 2020 and in 2021. During the past year, purchase orders in the amount of \$205,897 have been issued for emergency repairs at the plant.

Rather than waiting for the next large concern or failure to occur, Town staff is engaging GHD Inc. to assist the Town with anticipating repairs to be performed for the coming years and to best assure operational integrity in the long term. This will be achieved with the development of a complete condition assessment of the plant. GHD Inc. has the ability to analyze both the cost and the benefits of the plant to further justify its existence.

GHD, Inc. has provided a sound proposal that will help the Town better plan for future operation and maintenance of the plant, as well as identify any suggested bypassing improvements to help the Town maintain a healthy shoreline downdrift of the Lake Worth Inlet.

PROCUREMENT METHODOLOGY

Purchasing accessed the PSA for Coastal Engineering Services that was awarded to GHD Inc. as part of RFQ No. 2020-02.

FUNDING/FISCAL IMPACT

Funding for the project will be from the Coastal Fund.

PUBLIC WORKS REVIEW

This item has been reviewed by the Public Works and approved as recommended.

TOWN ATTORNEY REVIEW

This format has been utilized by the Town in previous recommendations and was approved by the Town Attorney.

cc: Paul Brazil, P.E., Public Works Director
Patricia Strayer, P.E., Town Engineer
Robert Weber, Coastal Program Manager

RESOLUTION NO. 018-2021

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING A PURCHASE ORDER TO GHD INC. FOR THE
LAKE WORTH INLET SAND TRANSFER PLANT INTEGRITY
ASSESSMENT IN THE AMOUNT OF \$141,710 AND A PROJECT
BUDGET OF \$155,000.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 018-2021, approving a purchase order to GHD INC. for the Lake Worth Inlet Sand Transfer Plant Integrity Assessment in the amount of \$141,710 and a project budget of \$155,000.

Section 2. The Town Manager is hereby authorized to execute this purchase order on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 9th day of February, 2021.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk



January 19, 2021

Mr. Dean Mealy, II CPPO
Town Purchasing Manager
Town of Palm Beach
Purchasing Division
951 Old Okeechobee Road Suite D
West Palm Beach, FL 33401

Subject: Lake Worth Inlet Sand Transfer Plant Integrity Assessment

Dear Mr. Mealy:

In response to our discussion with Patricia Strayer and Rob Weber on December 2, 2020, and the Town's subsequent provision of relevant documentation regarding plant construction and improvements, provided to GHD on January 6, 2021, GHD is pleased to submit this Time and Materials – Not to Exceed proposal to the Town of Palm Beach (Town) to address the integrity assessment of the Lake Worth Inlet Sand Transfer Plant (Plant) and its key operational components. The scope of work and rates utilized to develop our cost estimate for the herein described services have been developed in accordance with the terms and conditions of the May 22, 2020 Professional Services Agreement between the Town and GHD Inc. (GHD).

1. Background and Introduction

Built in 1958 and subjected to numerous improvements in 2010, the Plant is located on the north side of the Lake Worth Inlet north jetty. The Plant pumps sand that impounds along the inlet north shoreline as a slurry. This slurried sand is conveyed through a pipe underneath the federal navigation channel and onto Palm Beach Island (Island) via a dual discharge line on a trestle located just east of the Island shoreline and approximately 200 feet south of the jetty cap. At this time, only one of the two discharge lines is operational.

The purpose of the Plant is to bypass a portion of the sand that is interrupted by the navigation channel, which acts as a sediment sink and a barrier to longshore sand transport. Maintenance dredging and disposal of beach-quality sand from the inlet channel onto the Palm Beach Island shoreline and other Town beaches downdrift of the inlet that are critically eroded because of the interruption in sand transport provides additional sediment supply to the Island.

The Florida Department of Environmental Protection (FDEP) Strategic Beach Management Plan update (May, 2018) includes a strategy to bypass an average annual volume of 202,000 cubic yards of sand to the beaches of Palm Beach Island through a combination of operating the Plant and beach placement of inlet navigation channel maintenance dredging. Each year the Plant pumps an average of 100,000 cubic yards of sand to the Town's Reach 1 shoreline.

Palm Beach County operates the Plant under contract with the Town, the Owner of the facility. The Town has financial responsibility for all repairs and upgrades. The Town has expressed



concern over the condition of the plant and some uncertainties associated with maintenance of plant components.

GHD proposes the following tasks to assist the Town with their assessment of continued operation of the Plant.

2. SCOPE OF SERVICES

TASK 1 - KICK-OFF AND REVIEW OF EXISTING INFORMATION

GHD will conduct a virtual meeting with the Town of Palm Beach (Town) and Palm Beach County (County) to discuss general plant operations, identified operational and performance issues, and to obtain available information pertaining to the Plant.

GHD will review existing information provided by the Town, to support the determination of the condition, performance, and operation of the Plant in advance of an inspection to be conducted by GHD (as described further in Task 2). Information provided to GHD by the Town on January 6, 2021 includes electronic versions of the following, all in Portable Document Format:

- Sand Transfer Facility Lake Worth Inlet, Palm Beach County Florida January 1956 (Drawing Numbers 665-1 through 665-8, inclusive; note Sheets 665-9 through -15 not scanned)
- Lake Worth Inlet Shoal Isopach drawing, September 9, 1988, prepared by Coastal Planning & Engineering, Inc. (1 sheet)
- Sand Transfer Plant Replacement Pipeline Lake Worth Inlet, Florida – Bid #95-14, prepared by Dames & Moore (9 sheets), issued for Bid Set dated July 17, 1995
- Record Drawing 33-19 (Dames & Moore Sheets C-1, C-2, C-5 and C-6) dated January 1997
- Lake Worth Inlet Disposal Site Pre-Const./Post-Const. Cross Sections (drawing sheet stamped December 7, 2000 and accompanied by a one-page Volume Report tabulation, prepared by Morgan & Eklund, Inc.
- Town of Palm Beach Palm Beach Inlet Sand Transfer Station Emergency Pumping Equipment, prepared by Four Jays Consulting, Inc., dated August 5, 2005 (3 sheets)
- Proposed Repairs to: Sand Transfer Plant, Sheets S-1 and S-2, dated XX-XX-05, by Bridge Design Associates, Inc. (Progress Set – Not for Construction) – contains walkway and door details
- Proposed Rehabilitation to: Palm Beach Inlet Sand Transfer Plant - BDA Project No. 08-572 (Bid Set 4/22/09), prepared by Bridge Design Associates – 50 sheets; and,
- Town of Palm Beach Sand Transfer Plant Conditions Assessment Report, prepared by Bolchoz Marine Advisors, Inc., dated June 19, 2020.

The above documents have been subjected to a cursory review to enable preparation of this proposal. Further review of the documents will be undertaken prior to the Condition Assessment, described further in Task 3 below. Any plant maintenance or additional upgrade records, operational procedures, or permit requirements that are available from the Town will also be reviewed.



Assumption

- The Kickoff Meeting will be attended by the Town and County Operations

Task 1 Deliverables

- One virtual 2-hour Kick-off Meeting
- Meeting Summary Memorandum (to be transmitted to the Town)

TASK 2 - INSPECTION AND PROFILING OF SAND TRANSFER PLANT PIPELINE

It is understood that only one of the two pipelines is used to transfer sand and that the second pipeline is inoperable due to being clogged or collapsed. Because the extent of the blockage and/or collapsed section(s) of pipe is unknown, and the level of effort to clear the blocked line (if feasible) cannot be determined at this time, GHD proposes to inspect the two pipelines first, and then profile the pipeline sections that can be accessed for ovality and wear. This will help in determining whether there are areas of pipe that may be at risk of buckling or collapse and will indicate the remaining sidewall thickness such that an assessment of remaining viable service life can be undertaken.

The operable pipeline will be thoroughly flushed prior to video inspection. The clogged pipeline will be video inspected from both the north and south. The video data and the lengths of insertion of the camera should provide sufficient information to make a determination as to the condition of the pipeline, and whether or not the line can be effectively cleared if the line still appears to be intact.

Since the extent and character of the blockage is unknown, clearing of the line is **not** included in Task 2. Clearing of the line can be performed under Task 5, Contingency.

GHD will work with the Contractor to develop a protocol to have the pipelines inspected. The protocol will rely on existing information and drawings provided to GHD. GHD will coordinate the work and provide onsite oversight during the inspection of the pipelines (and, when deemed appropriate and if and as approved by the Town, the clearing of the inoperable line). A Pipeline Inspection Report will be provided at completion of the inspection work.

The logical order of the video inspection work is recommended to progress as follows:

- Flush pipeline with water and leave idle overnight before continuing; this will allow any fines in the line to settle to the bottom and also allows the water to clear
- Inspect near surface of north pipeline between sand transfer plant and valve box
- Inspect both pipelines from the valve box south across the inlet to the outlet discharge point at the north end of Palm Beach Island
 - Complete inspection of operational pipeline from the north
 - Complete inspection of non-operational pipeline from the north
 - Complete inspection of operational pipeline from the south/discharge end to a point that ensures overlap between the inspection run from the north
 - Complete inspection of the non-operational pipeline from the discharge end to a point as far as possible to the north
- Determine if removal of noted obstruction(s) as may be observed from the video inspection in the non-operational pipeline should be pursued



- Profiling of the pipelines for ovality and wear following the same procedure and order of conduct as the flushing and video inspections detailed above

Assumptions

- GHD shall serve as the Town's advocate for coordination of the inspection services. The inspection services are assumed to be performed by a contractor retained by GHD. We have included a solicited fee proposal from Ballard Marine Construction. GHD's professional services support of this activity are included in our proposal.
- GHD will use existing drawings and information for the development of the protocols. Development of drawings are excluded from this scope.
- The Inspection Report will consist of narrative, photos, and logs of activities occurring onsite during the video inspection.

Task 2 Deliverables

- Draft and Final Protocol for inspecting pipeline
- One-hour virtual meeting to discuss draft Pipeline Inspection Report
- Draft and Final Pipeline Inspection Reports

TASK 3 - CONDITION ASSESSMENT & REPORT

GHD will create an asset register for the Plant and Sand Transfer Pipeline (Pipeline) based on the information received, reviewed and discussed in Task 1. This asset register will serve as the basis for the condition assessment performed under this task.

GHD will develop condition assessment protocols for Plant assets. The Level 2 Condition Assessment Protocols will be utilized in the field inspections carried out under this task. Table 1 gives an example of a Level 2 assessment protocol. All assets in the asset register will be assigned a condition rating score, from 1 to 5, as shown in Table 2.

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Table 1 – Example of Level 2 Condition Assessment Protocol

	Aspect	Distress Mode	Rating 1	Rating 2	Rating 3	Rating 4	Rating 5
CONDITION ASSESSMENT							
A	Structure appearance	Leakage	Appears as new.	Minimal moisture on seals/joints.	Water dripping from seals/joints.	Water pooling on floor	Water squirting/ running onto floor.
B	Structure appearance	Shaft, Supports, Bearing Deterioration	Shaft & supports sound - no shaft distortion or deterioration evident.	Minor shaft/ support deterioration evident, no impact on the structural strength or function.	Shaft distortion or bearing/housing wear evident, little impact on structural integrity or function.	Shaft distortion or bearing/housing wear evident and has impacted on asset integrity or function.	Significant shaft distortion or bearing/housing wear evident, high probability of fracture or failure.
C	Pump Casing	Wall Thickness, (Measured at location of highest erosion / corrosion)	Still has full wall thickness including corrosion allowance.	Still has full wall thickness but no corrosion allowance.	Loss of < 20% of design wall thickness.	Loss of > 20% of design wall thickness.	Loss of design wall thickness > 50%; loss of pressure retaining capacity
D	Pump Casing Internal	Corrosion / erosion (cavitation)	No visible deterioration. No sign of erosion / corrosion.	Minor signs of erosion / corrosion.	Erosion / corrosion progressing will require repairs at next shutdown.	Erosion / corrosion requires minor repairs.	Erosion / corrosion requires major repairs/ casing requires replacement
E	Use	Motor Hours Run	< 10,000	> 10,000	> 50,000	> 100,000	> 200,000
F	Symptoms	Vibration	No unusual vibration detectable	Minor vibration detected	Moderate vibration	Considerable vibration (wristwatch shakes)	Major vibration
G	Symptoms	Temperature	No unusual temperature detected / no burning smell	Minimal heat from casing using hand / no burning smell	Heat detected by hand / no burning smell	Heat detected by hand is uncomfortable / minor burning smell	Heat too high to assess by hand / major burning smell
H	Symptoms	Noise	No unusual noises detected.	Slight whine/rattle detected.	Moderate whine/rattle detected, easily heard over pump noise.	Loud whine/rattle.	Disturbingly loud operation/vibrations.

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Table 2 – Condition Rating Descriptions

Condition Score	Definition	Description	Probability of Failure
1	Very Good	Sound physical condition to meet current standards. Operable and well maintained. Asset likely to perform acceptably with routine maintenance for 10 years or more. No work required.	1
2	Good	Acceptable physical condition but not designed to current standard. Asset shows minor wear. Deterioration has minimal impact on asset performance. Minimal short-term failure risk but potential for deterioration or reduced performance in medium term (5-10 years). Only minor work required (if any).	2
3	Moderate / Fair	Functionally sound plant and components but showing some wear with minor failures and some diminished efficiency. Minor components or isolated sections of the asset require replacement or repair, but asset still functions safely at acceptable level of service. Work required but still serviceable. For example, bearing and gland wear becoming evident and some corrosion present.	3
4	Poor	Plant and components function but require a high level of maintenance to remain operational. Likely to cause a noticeable deterioration in performance in short-term. No immediate risk to health or safety but work required to ensure asset remains safe. Substantial work required in short-term, asset barely serviceable.	4
5	Very Poor	Failed or failure imminent. Asset effective life exceeded, and significant maintenance costs incurred. A high risk of breakdowns with a serious impact on component. No life expectancy. Health and safety hazards exist which present a possible risk to public safety, or asset cannot be serviced/operated without risk to personnel. Major work or replacement.	5

GHD will perform an onsite inspection of the Plant and above ground Pipeline. This onsite physical inspection will include items on the asset register and any additional items identified in the field. The following is an overview of the Plant components that will be assessed:

- General Building (walkways, doors, roof, platforms, guardrails, lighting, etc.)
- Structural concrete
- Structural steel
- Boom, pulleys, cables, and motor
- Water pump and drive, flexible water pipe, rigid water pipe, and jet head
- Sand pump and drive, flexible sand pipe, rigid sand pipe, and head
- Electrical switchgear, conduit, and wire
- Slurry pipe above ground (both north and south of the inlet)



GHD will prepare a Condition Assessment Report for the Town's review. This Report will include the results of the Pipeline Cleaning and Inspections Completion Report. A virtual meeting will be held to discuss the report and any comments the Town may have.

Assumptions

- Inspection to occur during low tide
- Town staff to accompany GHD personnel to Plant
- County staff will be available to open and allow access to GHD personnel
- County staff will start and operate the Plant during GHD's inspection

Task 3 Deliverables

- Draft Condition Assessment Report
- One 1-hour virtual meeting to discuss Draft Report
- Final Condition Assessment Report

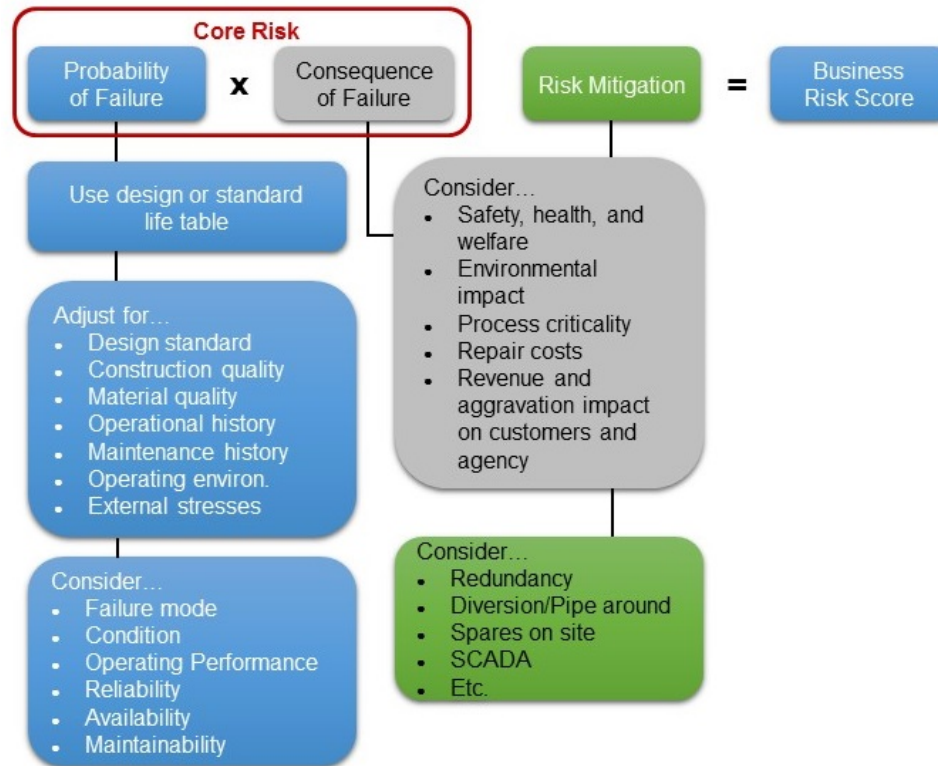
TASK 4 - BUSINESS RISK EXPOSURE, CORE RISK DEVELOPMENT, AND CIP

Based on the results from Tasks 2 and 3, GHD will develop a Business Risk Exposure (BRE) profile for all assets in the Sand Transfer Plant and Pipeline. The BRE is an advanced asset management methodology used to focus on high risk assets and issues. The BRE for an asset is the product of the asset's consequence of failure (COF) and probability of failure (POF), adjusted for any risk mitigation measures currently in place. **Figure 1** is a schematic representation of the key variables of BRE with components that address each variable.

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Figure 1 Business Risk Exposure Calculation



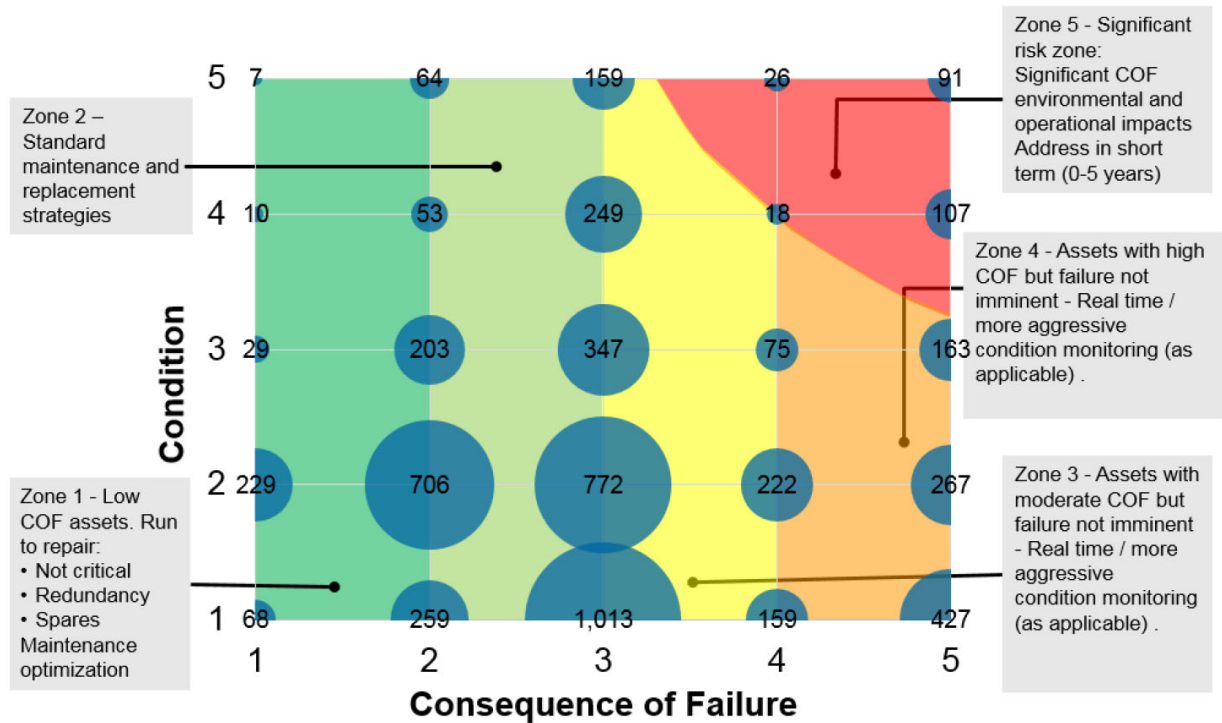
Core Risk is defined as the product of the consequence of failure and the probability of failure without adjusting for any available risk mitigation factors, as shown in **Figure 1**. Under GHD's approach, once the core risk has been calculated as a baseline measurement, risk mitigation and management strategies can be developed that can reduce the level of risk, in turn impacting the level and cost of service. Core Risk is the metric used to assign assets to risk management zones. Risk management zones and recommended strategies for each zone are illustrated in **Figure** . The risk management zone establishes the initial prioritization consideration (prioritization bucket) for immediate asset investment needs such as condition assessment, repair, rehabilitation, or replacement (i.e., a snapshot of current needs).

A Capital Improvements Program (CIP) will be developed for the Sand Transfer Plant and Pipeline based on the prioritized needs identified in the Core Risk matrix.

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Figure 2 Risk Management Zones



As shown in **Figure** , there are five risk management zones and associated high-level strategies. Zone 5 includes the highest risk assets and Zone 1 includes the assets with the lowest COF ratings.

GHD will conduct a 1-hour WebEx meeting to discuss the Town's existing risk logic.

Task 4 Deliverables

- One 1-hour virtual meeting to discuss existing risk matrix logic
- Updated (Final) Condition Assessment Report with core risk, BRE, and CIP (Excel format)
- One 2-hour virtual meeting to present results

TASK 5 - CONTINGENCY

This task will be used for work not included in Tasks 1 through 4, such as the clearing of the clogged/inoperable line. All work under this task will require written authorization from the Town prior to the start of work. The extent of work necessary to clear the line cannot be determined until the video inspection and profiling of the pipelines, as described in Task 2, is completed. A separate proposal with a scope, schedule and fee will be prepared as soon as practicable after the field work is completed.

Task 5 Deliverables

- To Be Determined



3. COMPENSATION AND SCHEDULE

GHD proposes to perform the scope of services on an hourly rate, time and materials – not to exceed basis in accordance with our Standard Fees as approved by the Town under the May 22, 2020 Professional Services Agreement for Coastal Engineering. The proposed fee estimate for the scope of services is \$141,710. A detailed description of estimated costs for this proposal is included in Attachment A.

The total fees provided herein will not be exceeded without written authorization from the Town of Palm Beach. GHD proposes to begin the scope of services as described above once we have received the Town's Purchase Order and written Notice to Proceed (NTP). The following is our proposed schedule:

- Kickoff meeting within 10 business days of NTP
- Site Inspection within 4-weeks of NTP
- Begin Pipeline Inspection and Profiling within 90 calendar days of NTP
- Pipeline Inspection Report within 21 calendar days of completion of the pipeline inspection field work
- Draft Condition Assessment Report within 14 calendar days of completion of the inspection
- Final Condition Assessment report within 14 calendar days of Draft Condition Inspection Assessment Report review meeting
- Complete draft and final business risk exposure, core risk and capital improvements program budget within 45 calendar days of completion of plant and pipeline inspection reports

4. CLOSING

GHD looks forward to providing the above-described services to the Town. Please do not hesitate to contact me at 251.300.1250 or via email at Michael.Barnett@ghd.com if you have any questions regarding this proposal.

Sincerely,
GHD Inc.

A handwritten signature in blue ink, appearing to read "Michael R. Barnett".

Michael R. Barnett, PE, D.CE
Coastal Engineering Services Lead

cc: Patricia Strayer, PE, Town of Palm Beach
Rob Weber, Town of Palm Beach
Dean Goodin, PhD, GHD Inc.

Encl. Attachment A – Fee Tabulation



Attachment A

Fee Tabulation

ATTACHMENT A

Town of Palm Beach Sand Transfer Plant Condition Assessment

Task Description	Personnel Hours											Budget				
	Principal	Project Manager	Senior Engineer (Civil)	Construction Oversight	Senior Scientist (Trenchless Pipeline Expert)	Senior Engineer (Coastal)	Senior GIS	Contract Management	Administration & Accounting	Senior CADD	Total Hours	Labor	Other Direct Costs	Subconsultant - Ballard Marine	Total Non-Labor	Total
Task 1: Kickoff Meeting Review of Existing Information																
1.1 Review Existing Information		2	8	8	2	8			-		28	\$ 5,550			\$ -	\$ 5,550
1.2 Kickoff Meeting		2	2	2	2	2					10	\$ 2,040			\$ -	\$ 2,040
Subtotal	-	4	10	10	4	10	-	-	-	-	38	\$ 7,590	\$ -	\$ -	\$ -	\$ 7,590
Task 2: Inspection and Profiling of Sand Transfer Pipeline																
2.1 Travel											-	\$ -			\$ -	\$ -
2.2 Site Visit and Inspection Oversight of Pipeline Inspection and Profiling - Field Work		2	24	80		-		2			108	\$ 20,400		\$ 57,300	\$ 57,300	\$ 77,700
2.3 Draft Pipeline Assessment Report	2	4	12	12	4	-	4		4	8	50	\$ 8,780	\$ -		\$ -	\$ 8,780
2.4 Review Meeting with Town for Pipeline Assessment Report		2	2	2	2						8	\$ 1,640			\$ -	\$ 1,640
2.5 Final Pipeline Assessment Report	1	2	4	4	2	-	2		2	2	19	\$ 3,400			\$ -	\$ 3,400
Subtotal	3	10	42	98	8	-	6	2	6	10	185	\$ 34,220	\$ -	\$ 57,300	\$ 57,300	\$ 91,520
Task 3: Sand Transfer Plant Condition Assessment & Report																
3.1 Travel											-	\$ -	\$ -		\$ -	\$ -
3.2 Site Visit		2	10	10		10		2			34	\$ 6,650			\$ -	\$ 6,650
3.3 Draft Condition Assessment Report	2	4	16	16	8	4	4		4	8	66	\$ 11,920			\$ -	\$ 11,920
3.4 Review Meeting for Condition Assessment Report		2	2	2	2						8	\$ 1,640			\$ -	\$ 1,640
3.5 Final Condition Assessment Report	1	2	4	4	2	2	2		2	2	21	\$ 3,800			\$ -	\$ 3,800
Subtotal	3	10	32	32	12	16	6	2	6	10	129	\$ 24,010	\$ -	\$ -	\$ -	\$ 24,010
Task 4: Business Risk Exposure, Core Risk Development, and CIP																
4.1 Virtual Meeting to Discuss Risk Logic	2	2	2	2	2						10	\$ 2,140			\$ -	\$ 2,140
4.2 Updated Condition Assessment Report with Core Risk, BRE, and CIP	8	4	32	16	4				4		68	\$ 13,540			\$ -	\$ 13,540
4.3 Virtual Meeting to discuss BRE, Core Results and CIP	2	2	4	4	2						14	\$ 2,910			\$ -	\$ 2,910
Subtotal	12	8	38	22	8	-	-	-	4	-	92	\$ 18,590	\$ -	\$ -	\$ -	\$ 18,590
Total	18	32	122	162	32	26	12	4	16	20	444	\$ 84,410	\$ -	\$ 57,300	\$ 57,300	\$ 141,710

TOWN OF PALM BEACH

Town Council Meeting on: February 9, 2021

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 019-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to L.J. Power Inc. for the Purchase of a Towable Generator in the amount of \$77,900 and a Project Budget of \$85,000.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▢ **Memorandum Dated January 28, 2021, from Dean Mealy, Purchasing Manager**
- ▢ **Resolution No. 019-2021**
- ▢ **L.J. Generator Proposal**

TOWN OF PALM BEACH

Information for Town Council Meeting on: February 9, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA Finance Director

FROM: Dean Mealy, CPPO Town Purchasing Manager

RE: Resolution to Approve a Purchase Order to L.J. Power Inc. for the Purchase of a Towable Generator in the Amount of \$77,900 and a Project Budget of \$85,000,
Resolution No. 019-2021

DATE: 28 January 2021

STAFF RECOMMENDATION

Town staff recommends that Town Council approve a purchase order to L.J. Power Inc. for the purchase of a Towable Generator in the amount of \$77,900 and a project budget of \$85,000.

WHY THIS ACTION IS REQUIRED NOW

The new towable generator will replace asset # 8623, a 1996 Katolight 150Kw generator designated as backup power for Town Hall. This unit is not operational nor cost effective to repair due to the age and obsolete OEM parts

PURCHASING METHODOLOGY

Purchasing utilized the Florida Sheriff Association and Florida Association of Counties Contract FSA20-VEL28.0-SPEC 121 to secure best pricing.

FUNDING/FISCAL IMPACT

Funding for the Towable Generator will be from the Equipment Replacement Fund.

PUBLIC WORKS REVIEW

This item has been reviewed by the Public Works and approved as recommended.

TOWN ATTORNEY REVIEW

This format has been utilized by the Town in previous recommendations and was approved by the Town Attorney.

Attachments

cc: Paul Brazil, P.E., Public Works Director
Eric Brown, P.E., Assistant Director of Public Works
Chester Purves, Fleet Services Manager

RESOLUTION NO. 019-2021

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING A PURCHASE ORDER TO L.J. POWER INC. FOR
THE PURCHASE OF A TOWABLE GENERATOR IN THE
AMOUNT OF \$77,900 AND A PROJECT BUDGET OF \$85,000.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 019-2021, approving a purchase order to L.J. Power Inc. for the purchase of a towable generator in the amount of \$77,900 and a project budget of \$85,000.

Section 2. The Town Manager is hereby authorized to execute this purchase order on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 9th day of February, 2021.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk



REQUEST FOR QUOTATION
******THIS IS NOT AN ORDER******
TOWN OF PALM BEACH
RFB No. 27-2021 - Towable Generator

INTENT AND SCOPE

It is the intent to obtain pricing, in accordance with the Florida Sheriff's Association's & Florida Association of Counties Contract FSA20-VEL28.0 – SPEC 121, which covers and includes all required equipment and freight, necessary for and reasonably incidental for full and complete execution of this purchase. All terms, conditions and specifications of the Florida Sheriff's Association Contract FSA20-VEL28.0 SPEC 121, shall apply.

SCHEDULE OF BID ITEMS

The undersigned as bidder does declare that no other persons other than the bidder herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making bid for the same article, and is in all respects fair and without collusion or fraud.

The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality type and grade of materials called for therein.

The undersigned further declares that he proposes to furnish the equipment called for within the specified time for the following price:

ITEM	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL PRICE
1	150kw Towable Generator – LJP- AT150 - Battery Charger - Multi-Voltage Selector Switch - Receptacle Panel - E-Stop - Main Line Circuit Breaker - Digital Controls - Sound Attenuated Enclosure w/ Critical Silencer 2 Year Warranty	1	EA	\$75,000.00	\$75,000.00
2	10,000 lb with integral Diesel Tan	1	EA	INCLUDED	INCLUDED
3	Freight	1	EA	INCLUDED	INCLUDED
4	Add Option - Battery Charger 10Amp	1	EA	\$700.00	\$700.00
5	Add Option – 30’ 3 Phase Power Cable – 200 Amp	1	EA	\$2,200.00	\$2,200.00
6	Onsite Startup, Testing and Training by Factory Rep.	1	EA	INCLUDED	INCLUDED
	TOTAL				\$77,900.00



REQUEST FOR QUOTATION
******THIS IS NOT AN ORDER******
TOWN OF PALM BEACH
RFB No. 27-2021 - Towable Generator

The Proposer certifies that this proposal is submitted in accordance with the specification in its entirety and with full understanding of the conditions governing this RFQ. The undersigned representative submits this proposal and certifies that they are an authorized representative of the Proposer who may legally bind the Proposer.

Firm: L.J. Power, Inc.

*Signature: James Davis Name/Title: Vice President

Address: 12707 Nutty Brown Rd. Unit #F Zip: 78737

Federal ID#: 47-1048260

Telephone Number: (737) 703-5000 Fax: (737) 703-5100

E-Mail Address: j.davis@ljpower.net

Date: 1/20/21

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

Name of Bidder's Contact Person: James Davis

Address: 1181 Sawgrass Corporate Pkwy. Sunrise, FL 33323

Phone Number: 512-649-6890 Fax Number: 737-703-5100

Email Address: j.davis@ljpower.net

TOWN OF PALM BEACH

Town Council Meeting on: February 9, 2021

Section of Agenda

Consent - Other

Agenda Title

Approval of Town Manager Performance Evaluation

Presenter

Kirk W. Blouin, Town Manager

ATTACHMENTS:

- ▣ **Memorandum dated February 1, 2021, from Kirk Blouin Town Manager**
- ▣ **Performance Evaluation Form**

TOWN OF PALM BEACH

Information for Town Council Meeting on: February 9, 2020

To: Mayor and Town Council

From: Kirk W. Blouin, Town Manager

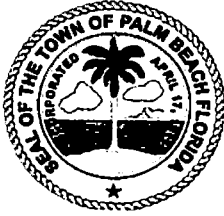
Re: Approval of Town Manager Performance Evaluation

Date: February 1, 2020

Approval of Performance Evaluation on behalf of Kirk Blouin, Town Manager, for evaluation period February 14, 2020 to February 13, 2021. Mayor and Town Council were supplied with the attached evaluation form for completion,

/nt

Attachment



Town of Palm Beach Town Manager Performance Evaluation

Each member of the elected body should complete this evaluation form, sign it in the space below, and return it to Nina Toscano or Kirk Blouin by Friday, January 15, 2021. A summary of the evaluation scores that are received by the deadline will be presented at the Town Council meeting on February 9, 2021. The Town Manager's contract should be renewed at the Town Council meeting scheduled for the 9th of February. The Town Manager's contract will expire at the end of the business day on February 12, 2021.

Evaluation Period: February 14, 2020 to February 13, 2021

Signature: _____

Date: _____

INSTRUCTIONS:

This evaluation form presents seven categories of evaluation criteria, organized under two main headings: Leadership and Organizational Management. Each category contains multiple statements to describe standards in that category. Use the following scale to indicate your rating of the Town Manager's overall performance in each category:

- 5 = Excellent** (almost always exceeds the performance standard)
- 4 = Above average** (generally exceeds the performance standard)
- 3 = Average** (general meets the performance standard)
- 2 = Below average** (usually does not meet the performance standard)
- 1 = Poor** (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3=Average"

This evaluation form also contains a provision for entering narrative comments, including responses to specific questions and any observations you believe appropriate and pertinent to the rating period.

Leadership

Leadership with Council

- 1) Makes an effort to maintain consistent availability to Town Council.
- 2) Works with Council Members to facilitate their thoughts and ideas into cohesive policy development.
- 3) Carries out directives of the body as a whole as opposed to those of any one member or minority group and successfully executes their collective policy directive.
- 4) Effectively facilitates key priorities, such as annual budget and goal-setting processes.
- 5) Ensures Council Members are thoroughly informed of key plans and activities of the Town and staff through reports, memoranda, emails and personal briefings.
- 6) Ensures Council Members have adequate information available prior to meetings.
- 7) Maintains an honest, truthful and professional relationship with each Councilmember.
- 8) Presents matters in a factual, analytical way. Coordinates Council policy decisions to staff, departments, other organizations and the community.

Comments:

Score (Scale: 1-5): ____

Leadership with Employees

- 1) Leads the organization through effective management of people and tasks. Demonstrates commitment to make decisions, address and fulfill responsibilities.
- 2) Demonstrates the capacity, through example, confidence, performance, and enthusiasm to inspire and motivate others to achieve their best and fulfill the objectives of the organization.
- 3) Encourages initiative, risk taking, vision, creativity and innovation. Challenges employees to perform at the highest level.
- 4) Delegates responsibilities and directs work activities to effectively accomplish Town goals.
- 5) Effectively cross-communicates between the department heads and Council.
- 6) Mentors department heads to assist in further developing or maintaining their performance standards.

Comments:

Score (Scale: 1-5): ____

Leadership in Community

- 1) Demonstrates a dedication to service to the community and its citizens.
- 2) Meets with and listens to members of the community to discuss their concerns and strives to understand their interests. Promotes the same behavior in employees of the Town.
- 3) Provides a high level of responsive and vital customer service, including timely follow through on citizen requests and complaints.
- 4) Has generated overall community satisfaction with the Town's administrative and service obligations.
- 5) Maintains an appropriate level of involvement and communication with community organizations and businesses.
- 6) Looks for new ways to improve processes and improve employee commitment to customer service.

Comments:

Score (Scale: 1-5): ____

Strategic Leadership

- 1) Courage to Act – Governed by a sense of urgency with a bias toward action.
- 2) Directs organizational change initiatives and promotes flexibility in order to meet changing business needs.
- 3) Maintains knowledge of current developments affecting the practice of local government management.
- 4) Anticipates and analyzes problems to develop effective approaches for solving them.
- 5) Understands and embraces change, risk and uncertainty in order to pursue innovative ideas.
- 6) Challenges the status quo by stepping up to conflict, displaying a willingness to say what needs to be said and taking unpopular actions when necessary. Develops new ideas or practices; applying existing ideas and practices to new situations, not afraid to make a mistake.
- 7) Demonstrates an understanding of technology and ensuring that it is incorporated appropriately to improve service delivery, communication and citizen access.

Comments:

Score (Scale: 1-5): _____

Organizational Management

Fiscal

- 1) Prepares a balanced budget to provide services at a level directed by council.
- 2) Manages the financial resources of the Town to ensure the Town maintains a sound financial condition and continues to receive clean audits from the State Auditor's Office. Appropriately monitors and manages fiscal activities of the organization.
- 3) Demonstrates ingenuity and creativity in approaching budgetary matters and procurement procedures.
- 4) Communicates concerns in a timely manner to the Council regarding issues that may significantly affect the Town fiscally in the foreseeable future.
- 5) Oversees the various capital projects of the Town to ensure that they are accomplished on time and has exhibited demonstrable operational control to contain costs.

Comments:

Score (Scale: 1-5): _____

Management of the Organization

- 1) Effectively runs the operations of the organization. Encourages teamwork, innovation, and effective problem-solving among the staff members.
- 2) Supports professional growth and opportunity within the organization. Coaches/mentors staff by providing direction; support and feedback to enable others to meet their full potential.
- 3) Facilitates teamwork, creates an environment that encourages responsibility and decision making at all organizational levels.
- 4) Recruits or promotes competent personnel for Department Director positions.
- 5) Identifies organizational problems and takes remedial action. Applies an appropriate level of supervision to improve any areas of substandard performance and holds employees accountable for performance issues.

Comments:

Score (Scale: 1-5): ____

Individual Qualities

- 1) Skilled at listening and isolating key points or issues.
- 2) Proficient at verbal and written communications.
- 3) Exercises good judgement. Decision-making process indicates fairness and impartiality and is based on logic and reason.
- 4) Remains flexible, objective and receptive to suggestions.
- 5) Effectively mediates and resolves problems, even under strained and unpleasant conditions.
- 6) Universally applies common sense, tact and diplomacy.
- 7) Self-confident. Exhibits composure, appearance and attitude appropriate for executive position.
- 8) Displays strong work ethic and enthusiasm for work.
- 9) Demonstrates integrity and loyalty to the Town's best interest. Makes decisions which are rooted in a loyalty to public service and to the community.

Comments:

Score (Scale: 1-5): ____

TOWN OF PALM BEACH

Town Council Meeting on: February 9, 2021

Section of Agenda

Consent - Other

Agenda Title

Budget Calendar for the FY22 Budget Process

Presenter

Jane Le Clainche, Director of Finance

ATTACHMENTS:

- ▣ **Memorandum Dated January 28, 2021, from Jane Le Clainche, Director of Finance**
- ▣ **Budget Calendar**

TOWN OF PALM BEACH

Information for Town Council Meeting on: February 9, 2021

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Jane Le Clainche, Finance Director

Re: Budget Calendar for FY22 Budget Process

Date: January 28, 2021

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the proposed FY22 budget calendar.

GENERAL INFORMATION

The attached budget calendar for FY22 includes all significant deadlines and meetings that are planned for the budget process. These include both State mandated actions (e.g. the special Town Council meeting in July and public hearings in September) and the Town's self-directed actions. Items requiring Town Council action are highlighted in blue and shown in red type on the calendar.

The dates for the public hearings in September are tentative and are subject to change based on the dates of the County and School Board public hearings. Significant dates during the budget process include:

- **July 15, 2021** – Town Council meeting to review Town staffs' proposed FY22 budget and Initial Resolutions Adopting Special Non-Ad Valorem Assessments.
- **September 14, 2021 at 5:01pm** – First public hearing on tentative budget and proposed tax rate.
- **September 21, 2021 at 5:01pm** – Second public hearing on budget and proposed tax rate.

Staff looks forward to working with the Mayor and Town Council on the FY22 budget.

Attachment

jll

cc: Department Directors
Jay Boodheshwar, Deputy Town Manager
John C. Randolph, Town Attorney

FY2022 Proposed Budget Calendar

Task	Date	Task	Date
Finance to distribute FY22 Budget instructions	2/1/2021	Town Manager's Review of Initial Town Manager, Finance, and ERF Budgets	04/21/2021
Town Council Meeting – Adoption of the Town Manager's Goals for FY22	02/9/2021	Town Manager's Review of HR/Risk/Health/OPEB	04/22/2021
Submit initial CIP Request forms to Public Works, IT Requests to IT, and Reorganization/Reclassification requests, to HR	02/19/2021	Property Appraiser Issues Preliminary Property Values	05/28/2021
All Budget Information submitted to Finance	03/12/2021	Final Budget Document Pages Returned to Finance	06/07/2021
Town Manager's Initial Review of IT Budget	03/18/2021	Notice from Property Appraiser of Preliminary Certification of Taxable Value	06/30/2021
Town Manager's Initial Review of Planning, Zoning and Building Budget	03/19/2021	Distribution of Proposed FY22 Budget Document	Week of July 1
Town Manager's Initial Review of Recreation Budget and Marina and Golf Enterprise Fund budgets	03/22/2021	Town Council Meeting to Consider Proposed FY22 Budget, LTFP and Initial Resolutions(s) Adopting Special Non-Ad Valorem Assessments	07/15/2021
Town Manager's Initial Review of Public Works Budget	03/24/2021	Notice of Proposed Property Taxes is mailed from Palm Beach Property Appraiser	Week of August 16
Town Manager's Initial Review of Police Department Budget	03/25/2021	Town Council Meeting – First Public Hearing to Approve Tentative Budget and Proposed Tax Rate for FY22 and Final Resolution(s) Adopting Special Non-Ad Valorem Assessments	09/14/2021 5:01PM
Town Manager's Initial Review of Fire-Rescue Budget	03/26/2021	Town Council Meeting – Second Public Hearing to Adopt FY22 Budget and Tax Rate	09/16/2020 5:01PM
Town Manager's Review of Capital Coastal and ERF Budget	04/19/2021	Resolution Adopting Final Millage Rate is Forwarded to Property Appraiser and Tax Collector and Certificate of Compliance sent to Department of Revenue	10/01/2021

January 2021 S M T W TH F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	February 2021 S M T W TH F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	March 2021 S M T W TH F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	April 2021 S M T W TH F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	May 2021 S M T W TH F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	June 2021 S M T W TH F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
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TOWN OF PALM BEACH

Town Council Meeting on: February 9, 2021

Section of Agenda

Consent - Other

Agenda Title

Authorization for a Lane Closure and Waiver to Town Code for Construction Hours for the Florida Department of Transportation Landscape Installation at Southern Bridge.

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated January 21, 2021, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **FDOT Request for Waiver**

TOWN OF PALM BEACH

Information for Town Council Meeting on: February 09, 2021

TO: Mayor and Town Council

VIA: Kirk Blouin, Town Manager

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

RE: Authorization for a Lane Closure and Waiver to Town Code for Construction Hours for the Florida Department of Transportation Landscape Installation at Southern Bridge.

DATE: January 21, 2021

STAFF RECOMMENDATION

Town staff recommends that the Town Council approve the Authorization for lane closure and waiver of the Town Code of Ordinances Section 42-196 through Section 42-199 and Section 42-226 through Section 42-229, restrictions for construction hours, work during season, and lane closure for the Florida Department of Transportation (FDOT) and their contractor to perform landscape improvements on Southern Boulevard.

GENERAL INFORMATION

FDOT and their contractors will construct landscape improvements on Southern Boulevard as a continuation of the South Boulevard Bridge project. FDOT is requesting the waivers, due to the length of the project and the anticipated start time. The project is anticipated to start later this year in the fall pending the completion of the bridge construction. Any delays to the bridge construction will delay the start of the landscape improvements.

Staff recommends a waiver to Section 42-196 through Section 42-199 of the Town Code of Ordinances to allow for extended work hours and night time work hours as necessary, and approved by Public Works. FDOT, with the assistance of their contractors and Public Works staff, will notify residents in the immediate area prior to any night time activities, and issue a press release for the week.

Staff also recommends a waiver to the Noise Ordinance for those same night time activities from Section 42-226 through Section 42-229 of the Town Code of Ordinances.

FUNDING/FISCAL IMPACT

There is no funding/fiscal impact related to this item.

TOWN ATTORNEY REVIEW

This item has been reviewed by the Town Attorney.

Attachment

cc: Patricia Strayer, P.E., Town Engineer
Jason Debrincat, P.E., Senior Project Engineer
Michael Roach, P.E., Project Engineer



Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

KEVIN THIBAUT
SECRETARY

FROM: Vanita Saini, PE – FDOT Project Manager
TO: Patricia Strayer, PE – Town of Palm Beach Town Engineer
CC: Michael Roach, PE – Town of Palm Beach Project Engineer
RE: Request for waiver for Town of Palm Beach Code of Ordinances for FDOT FPID 419013-2-52-01 (SR-80/Southern Blvd. Landscape from Washington Rd. to A1A)

Ms. Strayer,

The Florida Department of Transportation would like to request a waiver to the following sections of Town of Palm Beach's Code of Ordinance:

Sec 42-196 (Prohibited Noise)
42-197 (Specific Acts Prohibited)
42-198 (Operation of Certain machinery during winter, Saturday, Sundays and Legal Holidays)
42-199 (Hours of Construction)
42-226 (Use of meter authorized)
42-227 (Geographic sections)
42-228 (Nonvehicular noise)
42-229 (Vehicular noise)

We are making this request to ensure that the SR-80/Southern Blvd. Landscape project can be completed on schedule. This project is scheduled for letting on July 2, 2021 but is subject to change depending on the completion of the SR-80 bridge replacement project. Construction is anticipated to take 18-24 months. Impacts to traffic are expected to be minimal and lane closures will be prohibited between the peak hours of 6 AM to 9:30 PM.

Please contact me at (954) 777-4468 or Vanita.Saini@dot.state.fl.us should you have any additional questions or concerns.

Sincerely,

Vanita Saini, PE
FDOT District Four Project Manager

TOWN OF PALM BEACH

Town Council Meeting on: February 9, 2021

Section of Agenda

Consent - Other

Agenda Title

Accept Donation of Firearms from Anonymous Donor for Purchase of Equipment and/or Other Services for the Police Department.

Presenter

Nicholas Caristo, Chief of Police

ATTACHMENTS:

- ▣ **Memorandum dated January 21, 2021, from Nicholas Caristo, Chief of Police**
- ▣ **Administrative Procedure 1-08-8 Town Donations Policy**

TOWN OF PALM BEACH

Information for Town Council Meeting on: February 9, 2021

To: Mayor and Town Council

Via: Kirk W. Blouin, Town Manager

From: Nicholas Caristo, Chief of Police

Re: Accept Donation of Firearms from Anonymous Donor for Purchase of Equipment and/or Other Services for the Police Department

Date: January 21, 2021

STAFF RECOMMENDATION

Staff recommends the Town Council accept a donation of collectable firearms from an anonymous donor. The intention of this donation is to fund the purchase of equipment and/or other services for the Palm Beach Police Department with the proceeds of the sale of the collectable firearms, as deemed appropriate and necessary by the Chief of Police and the Town Manager in accordance with the Town's Purchasing Procedures.

GENERAL INFORMATION

The Palm Beach Police Department continues to benefit from the generosity of the residents and businesses of the Town of Palm Beach. The Palm Beach Police Department has recently received a donation of four firearms and one firearm barrel from a donor who wishes to remain anonymous. The donor requested that the funds be utilized, as deemed appropriate and necessary by the Chief of Police and the Town Manager, on equipment and/or other services for the Palm Beach Police Department. The value of these donated items is estimated to be in excess of \$25,000.

Per Town Administration Policy No. 1-08-08 (Attachment A), any donation with a value over \$25,000, which is not included in the Town's budget, must be approved by Town Council.

FUNDING/FISCAL IMPACT

The donation's sale proceeds will be forwarded to the Finance Department for deposit in the Palm Beach Police Department's donation account. Equipment and/or other services purchased using donated funds will be obtained in accordance with established Purchasing Procedures.

NC:wmr

Attachment

cc: Jane Le Clainche, Director of Finance
Dean Mealy, Purchasing Manager



TOWN OF PALM BEACH

Administrative Procedures

TOWN DONATIONS PROCEDURES

Procedure No.:.....1-08-8

Effective Date:..... September 25, 2008

Revision to Procedure No.:..... 1-08-5

APPROVED: 
Peter B. Elwell, Town Manager

OBJECTIVE: To formally establish clear procedures for implementation of the donations policy adopted by the Town Council at the January 8, 2008 Town Council meeting.

RESPONSIBILITY: Department directors and/or the Town Manager shall be responsible for the implementation of this procedure. The Finance Director shall be responsible for ensuring completion of those actions required of the Finance Department. Town Council is responsible for approving certain donations as described below.

DEFINITIONS:

Donation:	May refer to either money or items. (Donations of food are exempted from this policy.)
Town budget:	Refers to the Town Council adopted budget, the Equipment Replacement Program, or the approved five-year Capital Improvement Program
Department director:	May also refer to his or her designee
Town Manager:	May also refer to his or her designee

POLICY: Donations with a value over \$25,000, which are not included in the Town budget or the Council-approved Capital Improvement Program (CIP) or Equipment Replacement Fund (ERF), must be individually approved by Town Council. All other donations require administrative approval under the following guidelines:

- Donations of any value, which are of or for items included in the Town budget, are subject to the approval of the department director or Town Manager, as appropriate.

- Donations of money are accepted so long as items bought with the donated money follow the same guidelines as those of a donated item.
- Donations of items with a value of \$25,000 or less, which are not included in the Town budget, may be approved by the department director if there will be no future maintenance or replacement cost, but are subject to the approval of the Town Manager if there could or would be future maintenance or replacement cost.

The department director or Town Manager may seek Town Council approval of any donation which they determine should be subject to Town Council review.

PROCEDURE:

- Donations of cash or gift cards will not be accepted, with the exception of gift certificates or cards donated to the Recreation Department for the use as program prizes. Said certificates or cards will be subject to appropriate cash handling and tracking procedures to insure accountability.
- Departments must follow the Town's formal written purchasing procedures when using donation funding to buy an item.
- If the Town receives a donation for an item in the ERF that is not scheduled for purchase until a future date, the department shall use the donation when the next available purchase for such item occurs in the ERF. Acceleration of such purchases is allowed only upon the advance written approval of the Town Manager.
- All donations shall be reported to the Finance Department for processing and recording.
- The Finance Department will administer a central database, which shall record the date of every donation, name and address of donor, purpose of the donation and the amount of the donation. Departments should submit such information to the Finance Department the same business day the donation is received.

CONSIDERATIONS:

When determining whether to accept a donation, the department director and/or Town Manager should consider whether the public, professional or community benefit is clear. The Town should also

avoid any impression that a private entity might receive a favor, naming rights, or any other quid pro quo consideration from the Town or a Town official in exchange for the donation.

TOWN OF PALM BEACH

Town Council Meeting on: February 9, 2021

Section of Agenda

Board/Commission Annual Report

Agenda Title

Annual Report of the Investment Advisory Committee (written report only).

Presenter

Chris Storkerson, Chair

ATTACHMENTS:

- ▣ **Memorandum Dated January 28, 2021, from Christopher Storkerson, Chair**



Town of Palm Beach Investment Advisory Committee

To: Mayor and Town Council

From: Mr. Christopher Storkerson, Chairman
Investment Advisory Committee

Date: January 28, 2021

Subject: Annual Report to Mayor and Town Council

On behalf of the Investment Advisory Committee, I am pleased to provide the following report on the current status of the investments and actions taken during the past year by the Investment Advisory Committee.

The Investment Advisory Committee is responsible for overseeing the investment of the Town's surplus funds and the OPEB trust investments. The Committee was also charged with the oversight of the 1% Sales Surtax proceeds. A copy of the most recent quarterly report for the 1% Sales Surtax is attached.

Surplus Fund Investments

The Town's surplus funds are managed by PFM Asset Management, the Florida Education Investment Trust (FEITF), and the Florida League of Cities Investment Trust, and the Town holds investments in Certificates of Deposit. The total balance of core investments as of November 30, 2020 was \$124,504,119.

PFM Asset Management

The Town's total investment with PFM represents approximately 24.6% of the total core portfolio. PFM 1-5 Year Actively Managed Portfolio one year return is 4.52%.

Florida League of Cities Bond Funds

The Florida League of Cities Investment Trust (FMIvT) has 31.9% of the Town investments; a total of \$39.7 million. \$27.2 million is with the Florida League of Cities Investment Trust 1 – 3 year and \$6 million is in 0-2 year bond fund and \$6.3 million is in the Intermediate Bond fund. The FMIvT 1-3 year fund has returned 3.25%, the 0-2 year fund returned 1.78% and the intermediate fund returned 5.08% for the one year period ended December 30, 2020.

Certificate of Deposits

The Town has \$12.5 million in Certificate of Deposits one year return of 1.53%. The current CD holdings have durations ranging from 0 - 12 months.

Short Term Investments

The Town has approximately \$41.6 million in short term investments in the FL PALM (14.1%), a Bank United Money Market account (11.3%) and a TD Bank NOW account (7.9%) for a total of 33.3% of the portfolio. The one-year return of FL Palm is 1.01%.

Underground utility bond proceeds of \$38.9 million and the Marina Revenue Bond Proceeds of \$22 million are invested in the FL PALM money market investments.

Health Insurance (OPEB) Trust

The Committee oversees the investment of the assets of the Health Insurance (OPEB) Trust. The asset classes and actual and policy target allocation for the Health Insurance Trust as of December 31, 2020, are shown below:

Asset Class	Actual Allocation	Target Allocation
Domestic Equity	40.2%	40%
International Equity	13.4%	10%
Non-Traditional Assets	2.9%	5%
Fixed Income	33.0%	35%
Real Estate	8.8%	10%
Liquid Capital	1.8%	0%

Attached is a summary of the investments in the Health Insurance (OPEB) Trust and the quarterly returns as of December 31, 2020. For the one-year period ending December 31, 2020 the fund returned 9.95%. The fiscal year ended September 30, 2020 return was 6.01%. The actuarial assumption from for this trust is 6%. The funding status as of September 30, 2020 is 152.66%.

The market value of the portfolio as of December 31, 2020 was \$38,377,947. AndCo Consulting oversees the investments for this trust. The current money managers and investment benchmarks for the trust are shown below:

Manager

Vanguard Russell 3000 Index
 American Funds Europacific Growth Fund
 Pear Tree Polaris Foreign Value
 Vanguard Developed Markets Index
 Crescent Direct Lending Levered Fund II
 Vanguard Total Bond Market Index Fund
 Met West Total Return Bond Fund
 PIMCO Diversified Income Bond Fund
 Intercontinental US REIF
 Principal Enhanced Property Fund
 Government STIF 15

Investment Benchmark

Russell 3000 Index
 MSCI AC World ex USA Net Index
 MSCI EAFE Net Index
 Vanguard Spliced Developed ex US Index
 HFRI Fund-of-Funds Strategic Index
 Barclays US Aggregate Index
 Barclays US Aggregate Index
 Bloomberg Barclays Global Credit
 NCREIF Fund Index
 NCREIF Fund Index
 Citigroup Treasury Bill 3 Month Index

Cash Flow

An updated cash flow report was presented to the Committee at their August 21, 2020, meeting. This report provided detailed information for all surplus fund cash balances and also provided cash flow forecasts for all funds through FY29. A copy of the report is attached.

General Information

The current members of the Investment Advisory Committee include:

Name:	Term Expires
Chris Storkerson, Chairman	May 2021
Kathleen Anderson	May 2022
David McDonald	May 2022
Alan Scheuer	May 2021
Michael Greenwald	May 2022

During the past 12 months the committee has held 4 meetings.

The next meeting of the Committee is scheduled for Friday, February 12, 2021 at 2:30pm. AndCo Consulting and PFM Asset Management will discuss the performance through December 31, 2020. A 2021 meeting schedule is attached to this report.



1% Sales Tax Quarterly Report

PRESENTATION TO INVESTMENT ADVISORY COMMITTEE

FEBRUARY 12, 2021

Receipts

	Amount Received
Total for FY2017	\$350,846.68
Total for FY2018	\$576,791.86
Total for FY2019	\$623,175.79
Total for FY2020	\$572,891.26
November 2020	\$42,763.39
December 2020	\$43,680.52
Total FYTD2021	\$86,443.91
Total Received Since 2017	\$2,210,149.50

Disbursements

- ▶ The Town Council approved using \$2.6 million of the one-cent surtax revenues for the undergrounding project at the July 12, 2017 Town Council meeting.
- ▶ The Town Council approved using the remaining one-cent surtax revenues for the undergrounding project at the December 10, 2019 Town Council meeting.

Investment Performance Review
Period Ending December 31, 2020

Town of Palm Beach OPEB Trust

Preliminary Results



<u>Equities</u>	<u>Index Returns (%)</u>					
	<u>Month</u>	<u>3 M</u>	<u>YTD</u>	<u>1 Year</u>	<u>3 Yr Ann</u>	<u>5 Yr Ann</u>
S&P 500 Total Return	3.84	12.15	18.40	18.40	14.18	15.22
Russell Midcap Index	4.69	19.91	17.10	17.10	11.61	13.40
Russell 2000 Index	8.65	31.37	19.96	19.96	10.25	13.26
Russell 1000 Growth Index	4.60	11.39	38.49	38.49	22.99	21.00
Russell 1000 Value Index	3.83	16.25	2.80	2.80	6.07	9.74
Russell 3000 Index	4.50	14.68	20.89	20.89	14.49	15.43
MSCI EAFE NR	4.65	16.05	7.82	7.82	4.28	7.45
MSCI EM NR	7.35	19.70	18.31	18.31	6.17	12.81

<u>Fixed Income</u>	<u>Index Returns (%)</u>					
	<u>Month</u>	<u>3 M</u>	<u>YTD</u>	<u>1 Year</u>	<u>Mod. Adj. Duration</u>	<u>Yield to Worst</u>
U.S. Aggregate	0.14	0.67	7.51	7.51	6.22	1.12
U.S. Corporate Investment Grade	0.44	3.05	9.89	9.89	8.84	1.74
U.S. Corporate High Yield	1.88	6.45	7.11	7.11	3.58	4.18
Global Aggregate	1.34	3.28	9.20	9.20	7.43	0.83

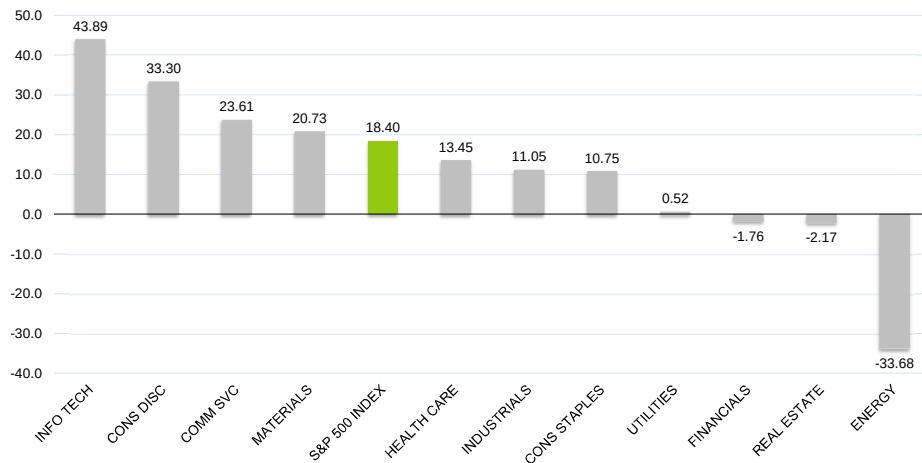
<u>Key Rates</u>	<u>Levels (%)</u>				
	<u>12/31/20</u>	<u>12/31/19</u>	<u>12/31/18</u>	<u>12/31/17</u>	<u>12/31/16</u>
US Generic Govt 3 Mth	0.06	1.54	2.35	1.38	0.50
US Generic Govt 2 Yr	0.12	1.57	2.49	1.88	1.19
US Generic Govt 10 Yr	0.91	1.92	2.68	2.41	2.44
US Generic Govt 30 Yr	1.64	2.39	3.01	2.74	3.07
ICE LIBOR USD 3M	0.24	1.91	2.81	1.69	1.00
Euribor 3 Month ACT/360	(0.55)	(0.38)	(0.31)	(0.33)	(0.32)
Bankrate 30Y Mortgage Rates Na	2.87	3.86	4.51	3.85	4.06
Prime	3.25	4.75	5.50	4.50	3.75

Russell Indices Style Returns						
V	B	G		V	B	G
2.8	21.0	38.5	L	26.5	31.4	36.4
5.0	17.1	35.6	M	27.0	30.5	35.5
4.6	19.9	34.6	S	22.4	25.5	28.4
YTD				2019		

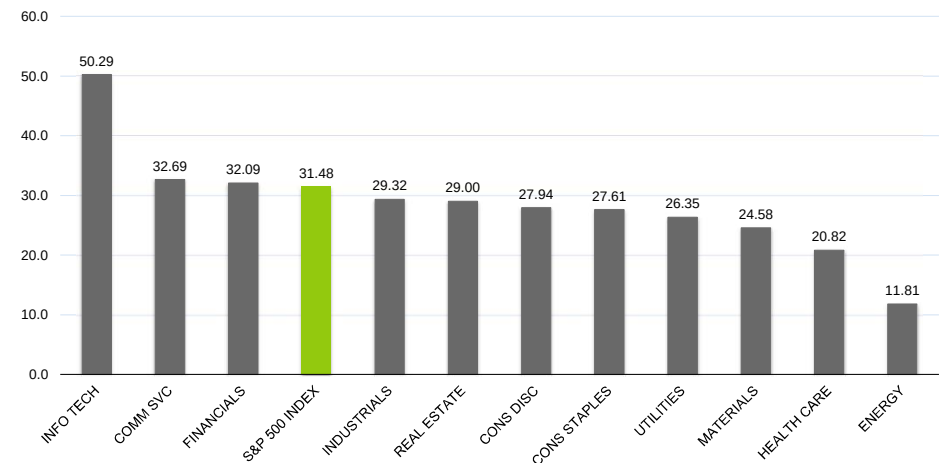
<u>Currencies</u>	<u>Levels</u>		
	<u>12/31/20</u>	<u>12/31/19</u>	<u>12/31/18</u>
Euro Spot	1.22	1.12	1.15
British Pound Spot	1.37	1.33	1.28
Japanese Yen Spot	103.25	108.61	109.69
Swiss Franc Spot	0.89	0.97	0.98

<u>Commodities</u>	<u>Levels</u>		
	<u>12/31/20</u>	<u>12/31/19</u>	<u>12/31/18</u>
Oil	48.52	55.66	49.98
Gasoline	2.25	2.59	2.26
Natural Gas	2.54	2.67	2.85
Gold	1,895.10	1,555.20	1,187.30
Silver	26.41	18.35	16.50
Copper	351.90	283.05	267.40
Corn	484.00	411.25	419.25
BBG Commodity TR Idx	166.63	172.00	159.72

YTD Sector Returns



2019 Sector Returns



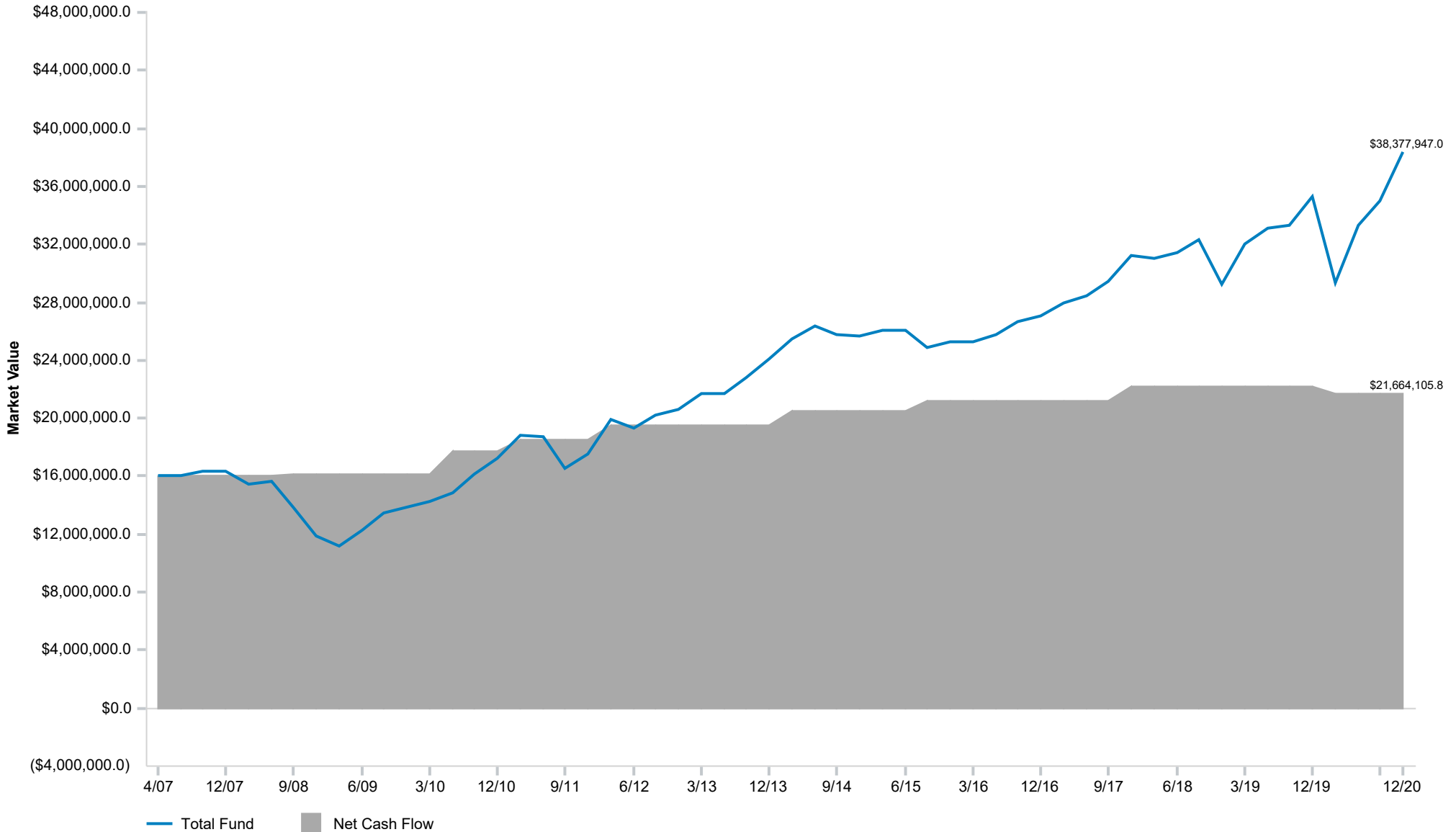
Private Investments Reporting Status
Total Private Investments
As of December 31, 2020

Manager	Activity Through	MV As Of	Most Recent Statement Date
Real Estate			
Intercontinental U.S. REIF	12/31/2020	12/31/2020	12/31/2020
Principal Enhanced Property Fund	12/31/20 - preliminary	12/31/20 - preliminary	9/30/2020
Absolute Return			
Crescent Direct Lending Levered Fund II	12/31/2020	9/30/2020	9/30/2020

Performance and valuations presented in this report are preliminary, with 97.1% of assets reporting finalized figures.
NAVs for non-reporting investments are carried forward from the most recent valuation.

Schedule of Investable Assets
Total Fund
Since Inception Ending December 31, 2020

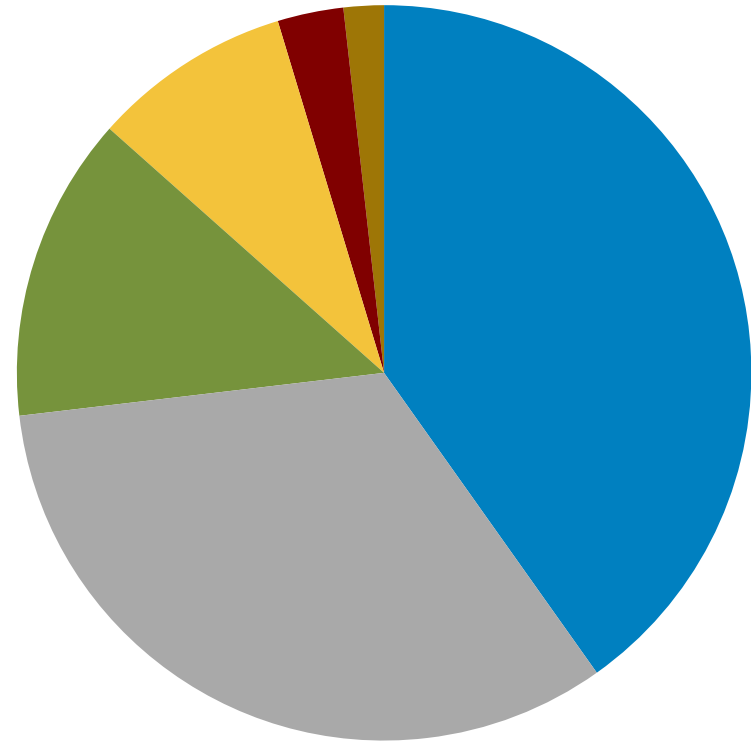
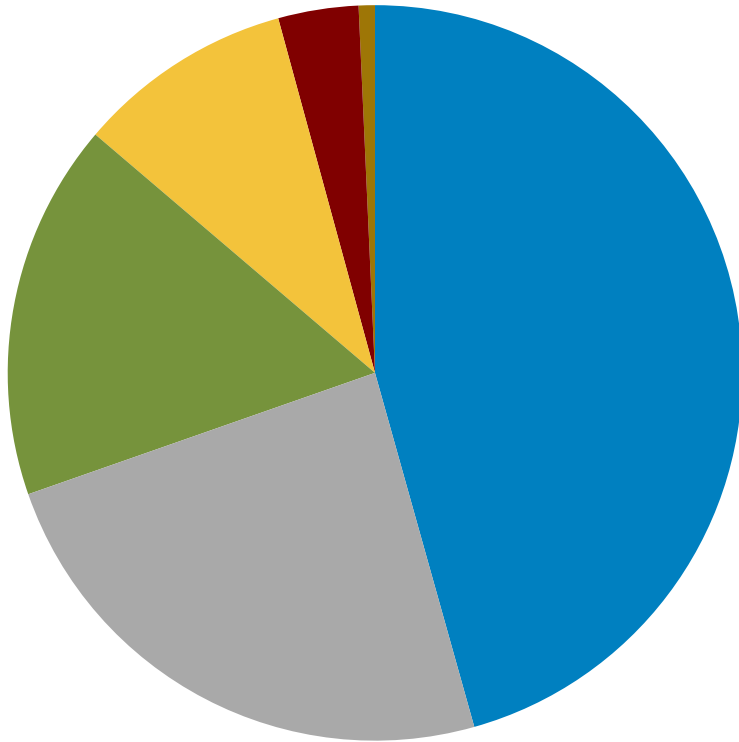
Schedule of Investable Assets



Periods Ending	Beginning Market Value \$	Net Cash Flow \$	Gain/Loss \$	Ending Market Value \$
Inception	16,000,000	5,664,106	16,713,841	38,377,947

September 30, 2020 : \$34,980,700

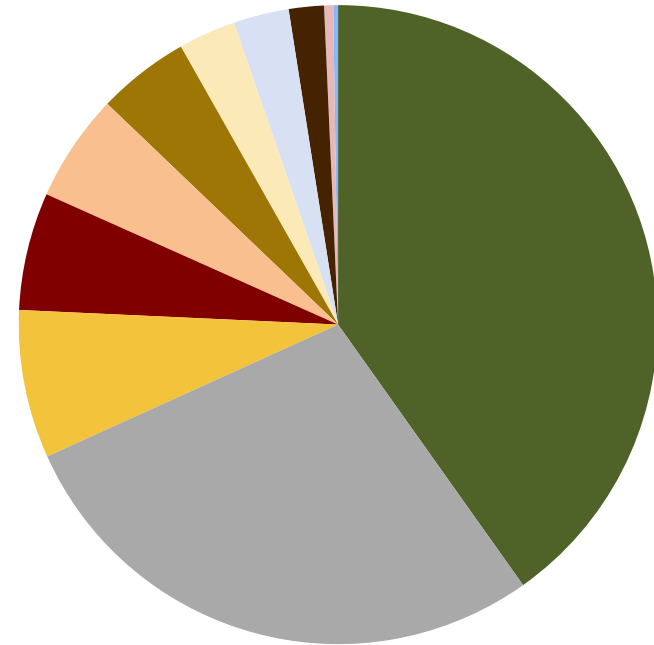
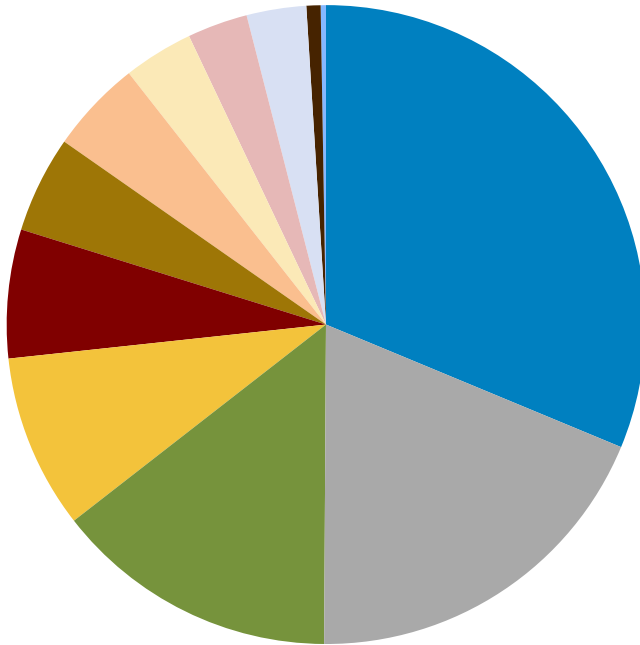
December 31, 2020 : \$38,377,947



Allocation			Allocation		
	Market Value (\$)	Allocation (%)		Market Value (\$)	Allocation (%)
Domestic Equity	15,966,879	45.64	Domestic Equity	15,417,787	40.17
Total Fixed Income	8,396,052	24.00	Total Fixed Income	12,651,485	32.97
International Equity	5,798,879	16.58	International Equity	5,150,576	13.42
Total Real Estate	3,332,905	9.53	Total Real Estate	3,363,337	8.76
Total Non-Traditional Assets	1,235,476	3.53	Total Non-Traditional Assets	1,113,765	2.90
Total Liquid Capital	250,509	0.72	Total Liquid Capital	680,998	1.77

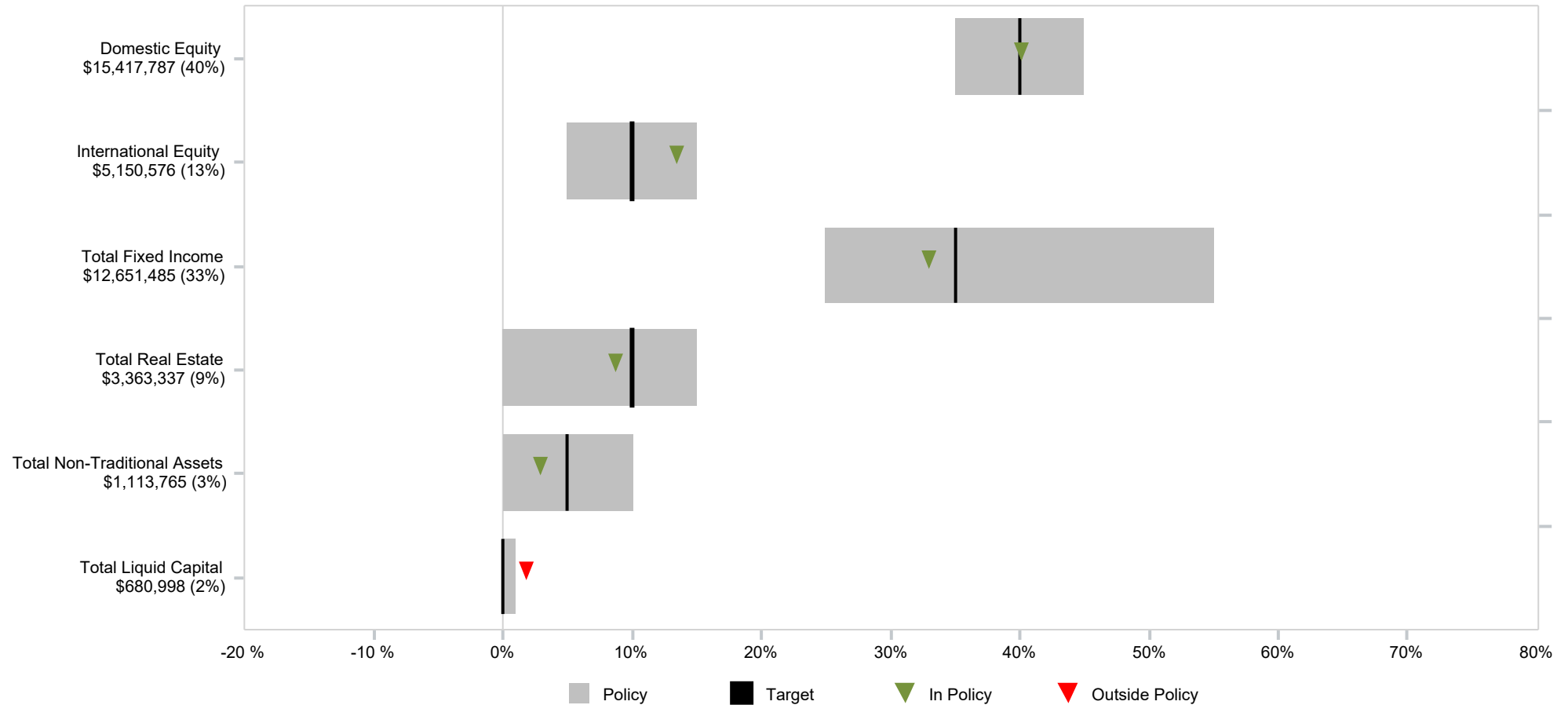
September 30, 2020 : \$34,980,700

December 31, 2020 : \$38,377,947



Allocation			Allocation		
	Market Value	Allocation		Market Value	Allocation
Vanguard Inst Index (VINIX)	10,935,024	31.3	Vanguard Russell 3000 Idx (VRTTX)	15,417,787	40.2
Met West Total Return Bond Fund (MWTIX)	6,589,173	18.8	Met West Total Return Bond Fund (MWTIX)	10,766,834	28.1
Vanguard S&P MC 400 (VSPMX)	5,031,855	14.4	American Funds Europacific Growth R6 (RERGX)	2,879,366	7.5
American Funds Europacific Growth R6 (RERGX)	3,086,108	8.8	Intercontinental U.S. REIF	2,285,951	6.0
Intercontinental U.S. REIF	2,276,273	6.5	Pear Tree Polaris Foreign Value (QFVRX)	2,094,642	5.5
PIMCO Div Inc Bond Fund (PDIIX)	1,712,735	4.9	PIMCO Div Inc Bond Fund (PDIIX)	1,789,878	4.7
Pear Tree Polaris Foreign Value (QFVRX)	1,645,445	4.7	Crescent Direct Lending Levered Fund II	1,113,765	2.9
Crescent Direct Lending Levered Fund II	1,235,476	3.5	Principal Enhanced Property Fund	1,077,386	2.8
Vanguard Developoed Mkts Index (VTMGX)	1,067,326	3.1	Cash	680,998	1.8
Principal Enhanced Property Fund	1,056,632	3.0	Vanguard Developoed Mkts Index (VTMGX)	176,568	0.5
Cash	250,509	0.7	Vanguard Total Bond Index Adm (VBTIX)	94,773	0.2
Vanguard Total Bond Index Adm (VBTIX)	94,144	0.3	Vanguard S&P MC 400 (VSPMX)	-	0.0
Vanguard Russell 3000 Idx (VRTTX)	-	0.0	Vanguard Inst Index (VINIX)	-	0.0

Executive Summary



Asset Allocation Compliance

	Asset Allocation \$	Current Allocation (%)	Minimum Allocation (%)	Target Allocation (%)	Maximum Allocation (%)
Total Fund	38,377,947	100.0	N/A	100.0	N/A
Domestic Equity	15,417,787	40.2	35.0	40.0	45.0
International Equity	5,150,576	13.4	5.0	10.0	15.0
Total Fixed Income	12,651,485	33.0	25.0	35.0	55.0
Total Real Estate	3,363,337	8.8	0.0	10.0	15.0
Total Non-Traditional Assets	1,113,765	2.9	0.0	5.0	10.0
Total Liquid Capital	680,998	1.8	0.0	0.0	1.0

Asset Allocation & Performance
Program Composite and Investment Performance
As of December 31, 2020

Asset Allocation & Performance [Net of Fees] - Trailing Returns

	Allocation		Performance(%)								
	Market Value \$	%	MTH	QTD	FYTD	YTD	1 YR	3 YR	5 YR	Inception	Inception Date
Total Fund (Net)	38,377,947	100.0	2.92	9.71	9.71	9.95	9.95	7.47	8.28	4.58	05/01/2007
Total Fund Policy			2.58	7.98	7.98	12.66	12.66	9.27	9.19	N/A	
Domestic Equity	15,417,787	40.2	4.49	15.58	15.58	14.60	14.60	11.04	13.11	7.12	06/01/2007
Vanguard Russell 3000 Idx (VRTTX)			4.49	14.66	14.66	N/A	N/A	N/A	N/A	N/A	
Russell 3000 Index			4.50	14.68	14.68	20.89	20.89	14.49	15.43	9.19	
International Equity	5,150,576	13.4	7.19	23.42	23.42	15.59	15.59	6.41	8.83	3.65	06/01/2007
Total International Equity Policy			5.43	17.08	17.08	11.13	11.13	5.38	8.30	2.70	
Pear Tree Polaris Foreign Value (QFVRX)	2,094,642	5.5	7.91	27.30	27.30	N/A	N/A	N/A	N/A	21.83	09/01/2020
MSCI EAFE (Net) Index			4.65	16.05	16.05	7.82	7.82	4.28	7.45	13.03	
MSCI EAFE Value Index (Net)			4.43	19.20	19.20	-2.63	-2.63	-1.24	4.20	13.73	
American Funds Europacific Growth R6 (RERGX)	2,879,366	7.5	6.76	20.71	20.71	26.06	26.06	N/A	N/A	14.14	07/01/2018
MSCI AC World ex USA (Net)			5.41	17.01	17.01	10.65	10.65	4.88	8.93	7.52	
MSCI EAFE Growth Index (Net)			4.87	13.09	13.09	18.29	18.29	9.67	10.50	12.13	
Vanguard Developed Mkts Index (VTMGX)	176,568	0.5	5.81	24.49	24.49	N/A	N/A	N/A	N/A	43.52	05/01/2020
Vanguard Spliced Developed ex U.S. Index (Net)			5.40	17.08	17.08	10.00	10.00	4.67	8.18	34.15	
Total Non-Traditional Assets	1,113,765	2.9	0.00	0.00	0.00	3.09	3.09	4.35	4.67	3.58	07/01/2007
Crescent Direct Lending Levered Fund II	1,113,765	2.9	0.00	0.00	0.00	2.61	2.61	N/A	N/A	7.72	03/01/2018

Returns for periods greater than one year are annualized. Returns are expressed as percentages.

Asset Allocation & Performance
Program Composite and Investment Performance
As of December 31, 2020

	Allocation		Performance(%)								
	Market Value \$	%	MTH	QTD	FYTD	YTD	1 YR	3 YR	5 YR	Inception	Inception Date
Total Fixed Income	12,651,485	33.0	0.40	1.72	1.72	8.39	8.39	6.05	4.37	3.44	06/01/2007
Fixed Income Composite Index			0.20	0.73	0.73	7.72	7.72	5.38	4.09	N/A	
Vanguard Total Bond Index Adm (VBTLX)	94,773	0.2	0.16	0.67	0.67	7.74	7.74	5.38	N/A	3.74	09/01/2016
Vanguard SpIc Blmbg. Barc. US Agg Flt Adj (N)			0.13	0.71	0.71	7.75	7.75	5.44	4.53	3.82	
Blmbg. Barc. U.S. Aggregate Index			0.14	0.67	0.67	7.51	7.51	5.34	4.44	3.76	
Met West Total Return Bond Fund (MWTIX)	10,766,834	28.1	0.28	1.19	1.19	9.11	9.11	6.06	N/A	6.02	12/01/2017
Blmbg. Barc. U.S. Aggregate Index			0.14	0.67	0.67	7.51	7.51	5.34	4.44	5.35	
PIMCO Div Inc Bond Fund (PDIIX)	1,789,878	4.7	1.13	4.50	4.50	6.39	6.39	5.91	N/A	5.93	12/01/2017
Blmbg. Barc. Global Credit (Hedged)			0.73	3.11	3.11	7.53	7.53	6.13	6.32	6.13	
Total Real Estate	3,363,337	8.8	0.91	0.91	0.91	0.71	0.71	N/A	N/A	5.26	04/01/2018
NCREIF Fund Index-Open End Diversified Core (EW)			1.35	1.35	1.35	1.56	1.56	5.26	6.56	4.93	
Intercontinental U.S. REIF	2,285,951	6.0	0.43	0.43	0.43	0.81	0.81	N/A	N/A	5.56	04/01/2018
NCREIF Fund Index-Open End Diversified Core (EW)			1.35	1.35	1.35	1.56	1.56	5.26	6.56	4.93	
Principal Enhanced Property Fund	1,077,386	2.8	1.96	1.96	1.96	0.50	0.50	N/A	N/A	3.37	10/01/2018
NCREIF Fund Index-Open End Diversified Core (EW)			1.35	1.35	1.35	1.56	1.56	5.26	6.56	4.10	
Total Liquid Capital	680,998	1.8									
Cash	680,998	1.8									

Returns for periods greater than one year are annualized. Returns are expressed as percentages.

Comparative Performance - IRR
Private Investments
As of December 31, 2020

Comparative Performance - IRR						
	QTD	1 YR	3 YR	5 YR	Inception	Inception Date
Crescent Direct Lending Levered Fund II	0.00	3.35	N/A	N/A	6.92	03/13/2018
Intercontinental U.S. REIF	0.43	0.81	N/A	N/A	5.32	04/30/2018
Principal Enhanced Property Fund	1.96	0.50	N/A	N/A	3.37	10/01/2018



Benchmark History
Investment Policy Benchmarks
As of December 31, 2020

Total Fund Historical Hybrid Composition			
Allocation Mandate	Weight (%)	Allocation Mandate	Weight (%)
Oct-2020		Jul-2007	
Russell 3000 Index	40.00	Target Index	100.00
MSCI AC World ex USA (Net)	10.00		
Blmbg. Barc. U.S. Aggregate Index	35.00		
Bloomberg Barclays U.S. TIPS Index	5.00		
NCREIF Fund Index-Open End Diversified Core (EW)	10.00		
Apr-2018			
Russell 3000 Index	45.00		
MSCI AC World ex USA	15.00		
Blmbg. Barc. U.S. Aggregate Index	30.00		
NCREIF Fund Index-Open End Diversified Core (EW)	10.00		
Oct-2017			
Russell 3000 Index	45.00		
MSCI AC World ex USA	15.00		
Blmbg. Barc. U.S. Aggregate Index	37.50		
Bloomberg Barclays U.S. TIPS Index	2.50		
Jan-2015			
Russell 3000 Index	27.50		
MSCI AC World ex USA (Net)	17.50		
HFRI Fund of Funds Composite Index	20.00		
Real Assets Composite Index Attribution Hybrid	15.00		
Blmbg. Barc. U.S. Aggregate Index	10.00		
Blmbg. Barc. U.S. Treasury: 1-5 Year	10.00		
Sep-2013			
Russell 3000 Index	27.50		
MSCI AC World ex USA (Net)	17.50		
HFRI Fund of Funds Composite Index	20.00		
Real Assets Composite Index	15.00		
Fixed Income Composite Index	20.00		
Dec-2011			
Russell 3000 Index	27.50		
MSCI EAFE (Net) Index	17.50		
HFRI Fund of Funds Composite Index	20.00		
Real Assets Composite Index	15.00		
Fixed Income Composite Index	20.00		

Benchmark History
Investment Policy Benchmarks
As of December 31, 2020

Fixed Income Composite Historical Hybrid Composition

Allocation Mandate	Weight (%)
Oct-2017	
Blmbg. Barc. U.S. Aggregate Index	94.00
Bloomberg Barclays U.S. TIPS Index	6.00
Dec-2011	
Blmbg. Barc. U.S. Aggregate Index	50.00
Blmbg. Barc. U.S. Treasury: 1-5 Year	50.00
Jan-2011	
Blmbg. Barc. U.S. Aggregate Index	50.00
ICE BofAML Conv. Bonds, U.S. Investment Grade	50.00
Jun-2007	
Fixed Income Composite Index	100.00

Total International Equity Policy

Allocation Mandate	Weight (%)
Jun-2007	
MSCI EAFE (Net) Index	100.00
Oct-2017	
MSCI AC World ex USA	100.00

Active Return	- Arithmetic difference between the manager's performance and the designated benchmark return over a specified time period.
Alpha	- A measure of the difference between a portfolio's actual performance and its expected return based on its level of risk as determined by beta. It determines the portfolio's non-systemic return, or its historical performance not explained by movements of the market.
Beta	- A measure of the sensitivity of a portfolio to the movements in the market. It is a measure of the portfolio's systematic risk.
Consistency	- The percentage of quarters that a product achieved a rate of return higher than that of its benchmark. Higher consistency indicates the manager has contributed more to the product's performance.
Distributed to Paid In (DPI)	- The ratio of money distributed to Limited Partners by the fund, relative to contributions. It is calculated by dividing cumulative distributions by paid in capital. This multiple shows the investor how much money they got back. It is a good measure for evaluating a fund later in its life because there are more distributions to measure against.
Down Market Capture	- The ratio of average portfolio performance over the designated benchmark during periods of negative returns. A lower value indicates better product performance
Downside Risk	- A measure similar to standard deviation that utilizes only the negative movements of the return series. It is calculated by taking the standard deviation of the negative quarterly set of returns. A higher factor is indicative of a riskier product.
Excess Return	- Arithmetic difference between the manager's performance and the risk-free return over a specified time period.
Excess Risk	- A measure of the standard deviation of a portfolio's performance relative to the risk free return.
Information Ratio	- This calculates the value-added contribution of the manager and is derived by dividing the active rate of return of the portfolio by the tracking error. The higher the Information Ratio, the more the manager has added value to the portfolio.
Public Market Equivalent (PME)	- Designs a set of analyses used in the Private Equity Industry to evaluate the performance of a Private Equity Fund against a public benchmark or index.
R-Squared	- The percentage of a portfolio's performance that can be explained by the behavior of the appropriate benchmark. A high R-Squared means the portfolio's performance has historically moved in the same direction as the appropriate benchmark.
Return	- Compounded rate of return for the period.
Sharpe Ratio	- Represents the excess rate of return over the risk free return divided by the standard deviation of the excess return. The result is an absolute rate of return per unit of risk. A higher value demonstrates better historical risk-adjusted performance.
Standard Deviation	- A statistical measure of the range of a portfolio's performance. It represents the variability of returns around the average return over a specified time period.
Total Value to Paid In (TVPI)	- The ratio of the current value of remaining investments within a fund, plus the total value of all distributions to date, relative to the total amount of capital paid into the fund to date. It is a good measure of performance before the end of a fund's life
Tracking Error	- This is a measure of the standard deviation of a portfolio's returns in relation to the performance of its designated market benchmark.
Treynor Ratio	- Similar to Sharpe ratio but utilizes beta rather than excess risk as determined by standard deviation. It is calculated by taking the excess rate of return above the risk free rate divided by beta to derive the absolute rate of return per unit of risk. A higher value indicates a product has achieved better historical risk-adjusted performance.
Up Market Capture	- The ratio of average portfolio performance over the designated benchmark during periods of positive returns. A higher value indicates better product performance.

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AndCo uses time-weighted calculations which are founded on standards recommended by the CFA Institute. The calculations and values shown are based on information that is received from custodians. AndCo analyzes transactions as indicated on the custodian statements and reviews the custodial market values of the portfolio. As a result, this provides AndCo with a reasonable basis that the investment information presented is free from material misstatement. This methodology of evaluating and measuring performance provides AndCo with a practical foundation for our observations and recommendations. Nothing came to our attention that would cause AndCo to believe that the information presented is significantly misstated.

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Cash Flow Report

UPDATED WITH FORECAST FOR ALL TOWN SURPLUS FUNDS
PRESENTATION TO INVESTMENT ADVISORY COMMITTEE

Jane Le Clainche, Finance Director
TOWN OF PALM BEACH | AUGUST 21, 2020

To: Investment Advisory Committee
From: Jane Le Clainche, Finance Director
Date: August 21, 2020
Re: Cash Flow Report – Updated with Forecast

At the Investment Advisory Committee meeting held on November 15, 2019, a request was made by Mr. Alan Scheuer for information on cash flow for the Town's funds. The cash flow report was presented on January 31, 2020. The report presented at that time contained information on historic cash flows for the Town's Surplus Funds, and a cash flow projection for the OPEB Trust. This report updates the information to include FY20 with actuals to-date and estimates through September and it also contains a ten year forecast of cash flows for all Town funds.

As described in the last report, the Town's surplus funds are made up of the following Town of Palm Beach Funds:

The **General Fund** is used to account for most of the day-to-day operations of the Town, which are financed from property taxes, fees, licenses, permits, fines, intergovernmental and other general revenue. These revenues finance the administration, planning, zoning and building, fire-rescue, police and public works operations. It also includes transfers to the capital, coastal, risk insurance, OPEB trust, debt service and underground utility funds.

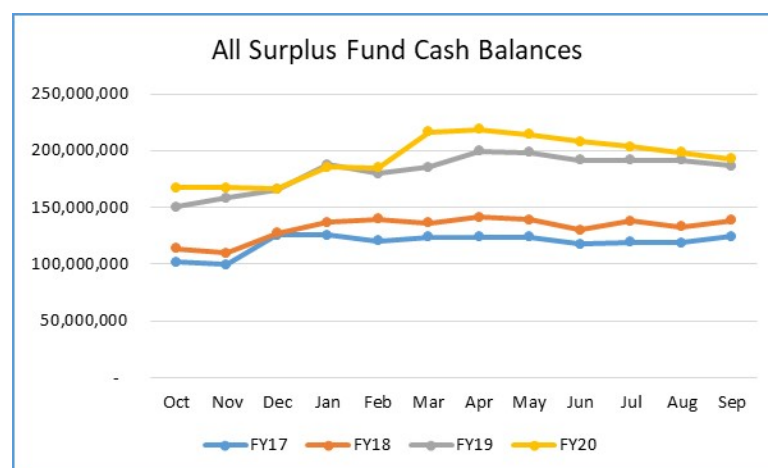
The **Capital Funds** account for all resources used for the acquisition and/or construction of capital infrastructure by the Town except those financed by the Enterprise and Internal Service Funds. These funds include the Capital Improvement Fund, the Coastal Fund, and the Worth Avenue Improvement Fund.

The **Internal Service Funds** are used to account for the Risk Management Self Insurance Fund, the Health Insurance Self-Insurance Fund, and the Equipment Replacement Fund.

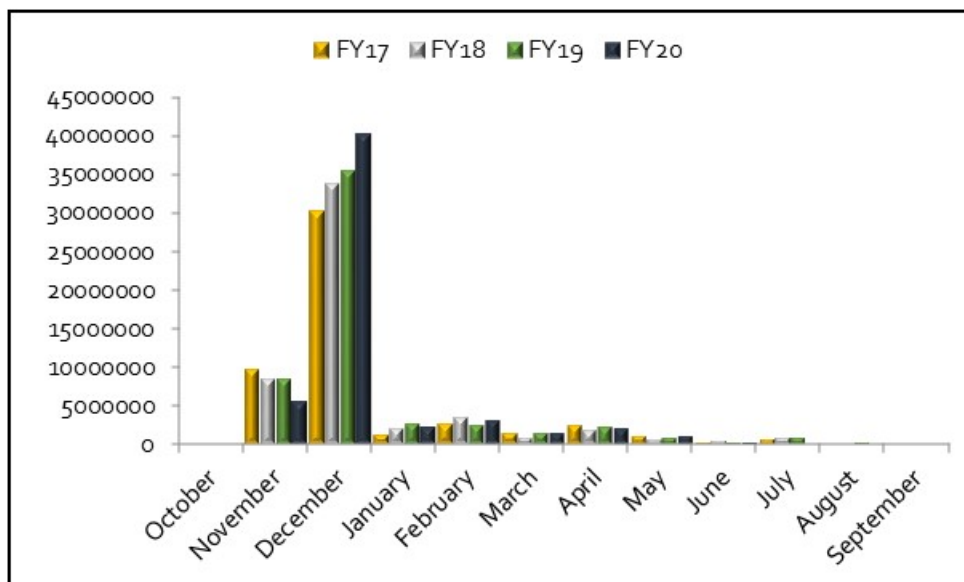
Enterprise Funds are used to account for the operations of the Marina Enterprise Fund and the Par 3 Golf Course Enterprise Fund and the forecast includes the newly created Building Enterprise Fund which will begin operations on October 1, 2020.

Other Funds include the Town-wide Underground Utility Project Fund.

I prepared tables detailing the monthly surplus funds cash flow for the above funds for the years FY17 – FY20. The details can be found in the appendix of this report. The chart below summarizes the surplus fund balances by month for each year.



Each fiscal year, the cash balances start off low and then increase throughout the year, beginning to decline during September through October. The reason for this trend is the timing of the receipt of ad valorem property taxes. The chart below shows the timing of the ad valorem receipts for FY17, FY18, FY19 and FY20.



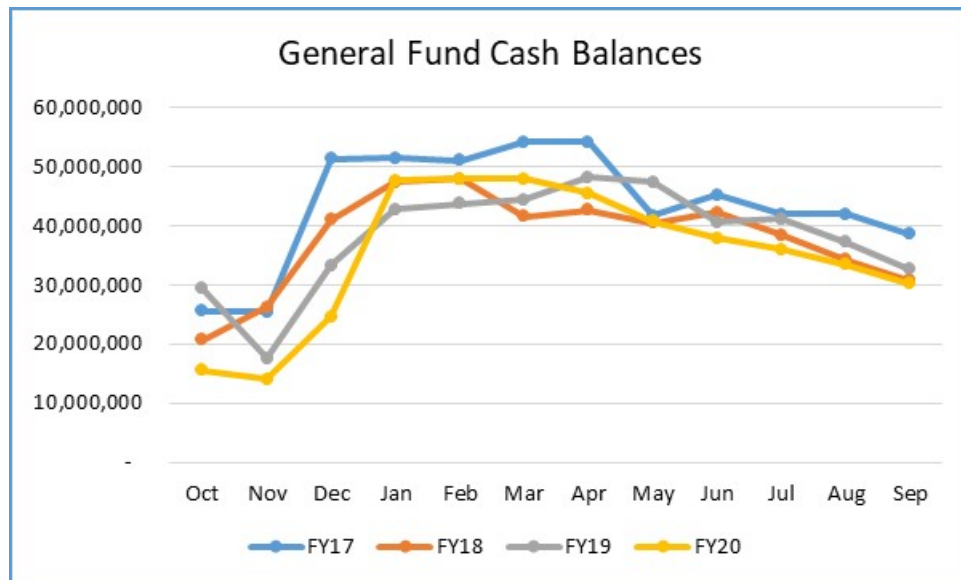
Most of the funds are received during November and December. The property tax bills go out in early November and a majority of property owners and mortgage companies pay the taxes in these two months to take advantage of the discount. The Town's General Fund budget for ad valorem property taxes for FY20 is \$55,979,439 representing 66.3% of total revenues.

You will also notice that the cash balances have been growing since FY17. This is due to a few factors. The Town's General Fund unassigned reserve has increased since FY17 from \$17.7 million to \$26.5 million, due to higher than expected revenue collections for permits and other revenues and cost cutting measures, which have resulted in year-end surpluses. In addition, the coastal protection fund and the capital improvement fund, have been building reserves in order to have funding available for future capital and coastal projects. The Townwide underground project General Obligation Bond proceeds (received in 2019) and the newly issued Marina bonds (received in 2020) added to the balances. These funds will be spent down over the next two years.

Separate charts for each fund type have been prepared to show the cash flow throughout the year.

General Fund

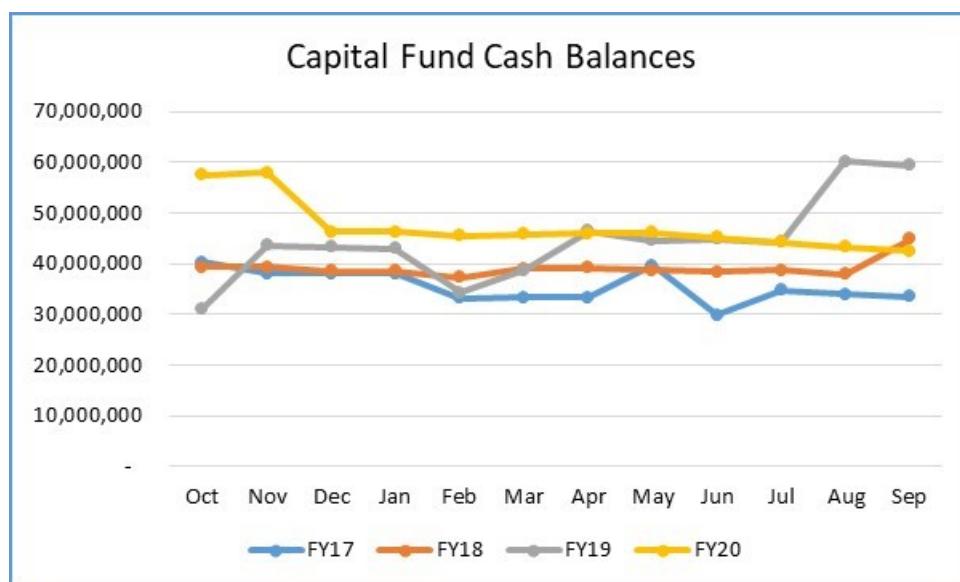
As indicated earlier, property taxes are received early in the fiscal year, then are spent down over the remaining course of the year. The chart on the following page shows a fairly consistent trend each of the last 4 years. The decline in FY19 and FY20 between October and November is due to the payment of the entire contribution to the Retirement fund. We recently began to pay the entire contribution in October to receive an actuarial credit for having the funds invested for the entire year. A portion of the General Fund cash balances can be, and are invested in longer term securities like CDs, the FMIvT investment funds and the PFM 1-5 year fund. The balance is in liquid money market accounts and the short term FMIvT fund.



Capital Funds

As indicated earlier, the Capital Fund balances have increased in order to build up reserves for future projects. In FY20 we have constructed a coastal project and have spent some of these reserves. The coastal fund reserve declined by \$5.6 million. Grants for these projects are on a reimbursement basis so, payments to the contractors cause a decline initially until grant funds are received. The coastal fund projects occur every 4 years so the fund reserves will increase over the next 4 years until another coastal project is completed. The capital fund cash balance may decline by \$3.7 million for a total reduction of \$9.3 million in reserves for these funds. The Capital Fund will have a net decrease each year over the next 4 years as infrastructure projects are completed. These funds should maintain balances of approximately \$30 million until FY24 when the next coastal project is completed.

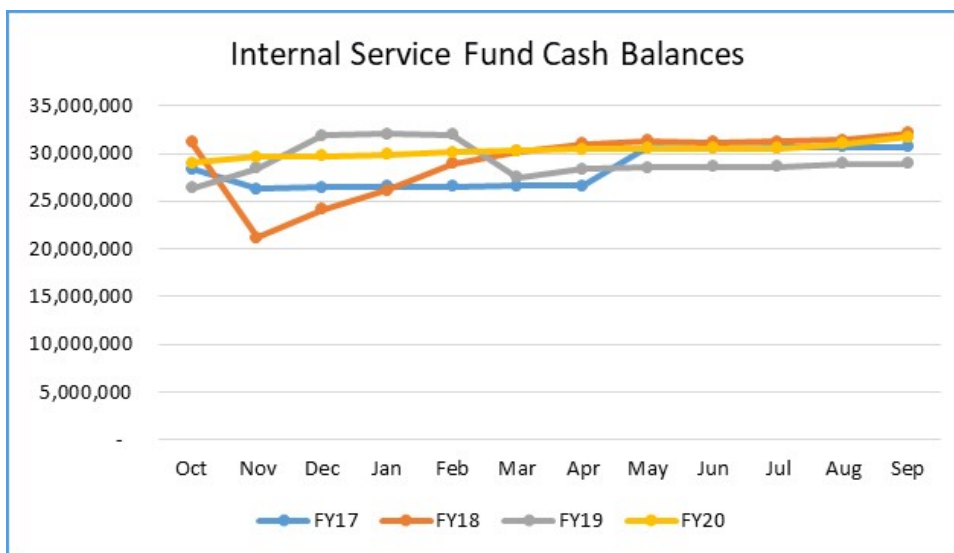
The ending September FY19 balance included reserves for the construction of the new Mandel Recreation Center that was completed in November. The remaining funds for this project were expended early in FY20.



Internal Service Funds

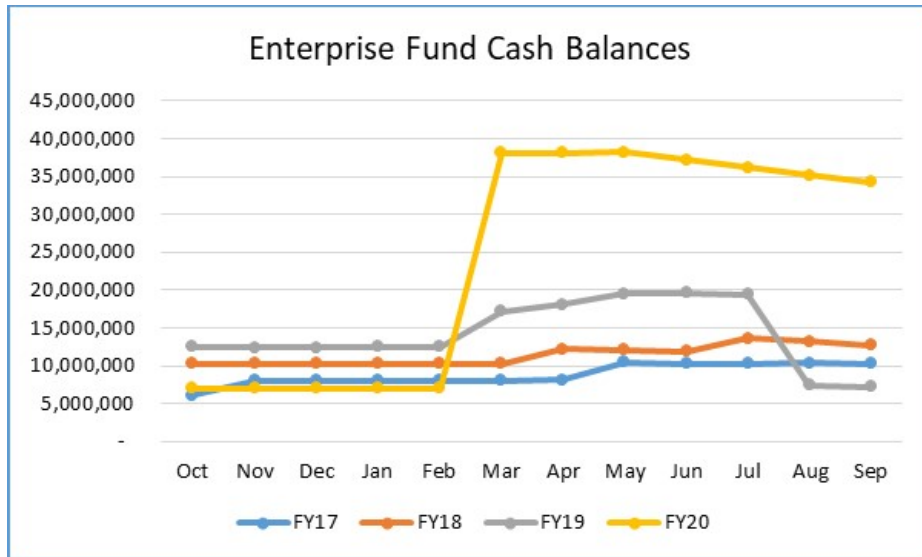
Internal Service Funds include the risk and health insurance reserves as well as the equipment replacement fund. The risk and health insurance reserves are maintained to guard against any deficiencies in the Town's insurance programs. These reserves have increased over the years and excess reserves of \$4.6 million in these funds were used in FY18 for the Town's portion of the construction of the Mandel Recreation Center.

The Equipment Replacement fund is intended to fund the replacement cost of existing equipment, vehicles and computers when they reach the end of their useful life. The reserve is funded annually using replacement cost depreciation as the calculation for the transfer. The reserves of this fund total \$15,834,189 at the end of FY19. Based on the FY20 budget for replacement equipment, these reserves are expected to increase by approximately \$1.2 million. A portion of the Internal service reserves are invested in longer term investments due to the stability of these reserves.



Enterprise Funds

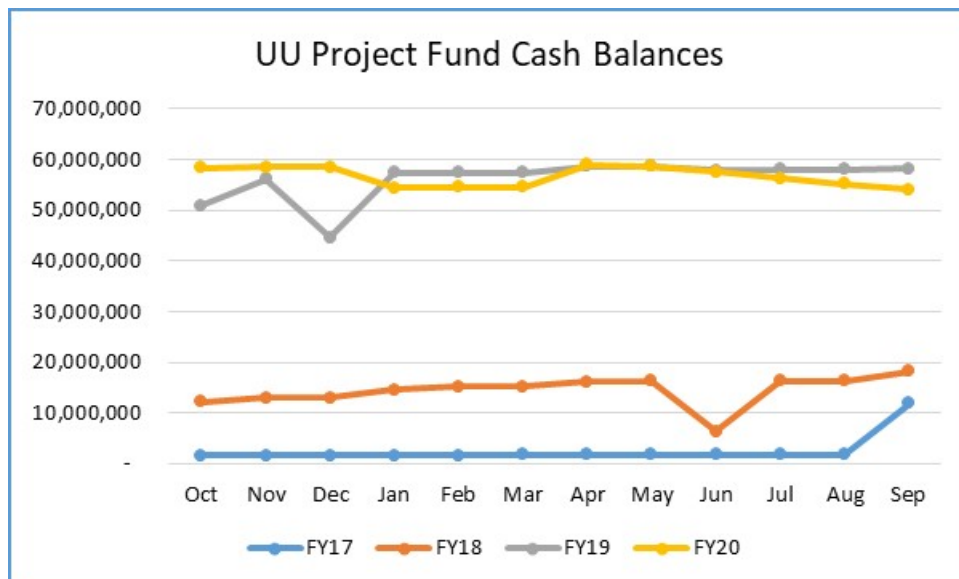
The Enterprise Funds comprise of the reserves of the Marina and Par 3 Golf Course. The Marina closed this spring for demolition and reconstruction and will re-open in the fall of 2021. A bank loan and reserves from the marina fund will be used to finance the \$39 million construction project. The spike in cash balances during FY20 was due to the funding of the marina loan. The Par 3 Golf Course reserves total \$905,140. The trend for these funds are shown below. Most of these reserves will be depleted over the next 2 years until the Marina re-opens. The Marina is expected to generate significantly more revenue with the new mega-yacht configuration and over time, the Marina reserves will increase.



The Enterprise Fund included Recreation activities prior to FY19. These activities were transferred to the General Fund and the Marina and Par 3 Golf Course were split into separate funds. The steep decline in reserve funds in FY19 represent the reallocation of the Recreation Center construction reserves to the Capital Improvement Fund.

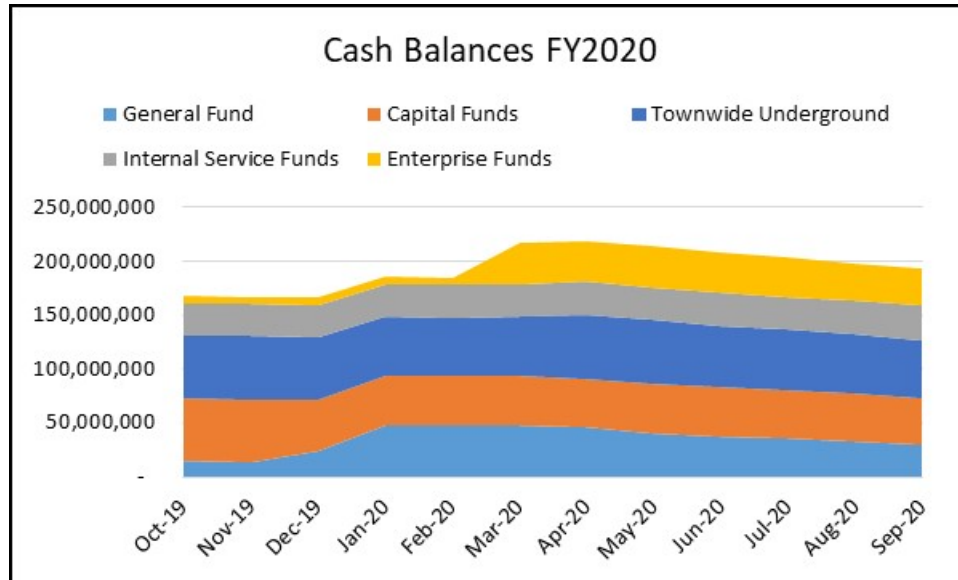
Underground Utility Project Fund

The Underground Utility Project is a phased construction project that is expected to last until 2025-2026. Most of the funds represented in the chart below are the result of prepaid assessments prior to 2019. The increase in October 2019 represents the General Obligation bond proceeds that are being used for this project. These proceeds are invested with PFM and shown on the Monthly Investment Report separated from the surplus funds. The bond proceeds and the cash reserves will be drawn down over time. The bond proceeds will be used first, then the cash balances will be used for project expenses.



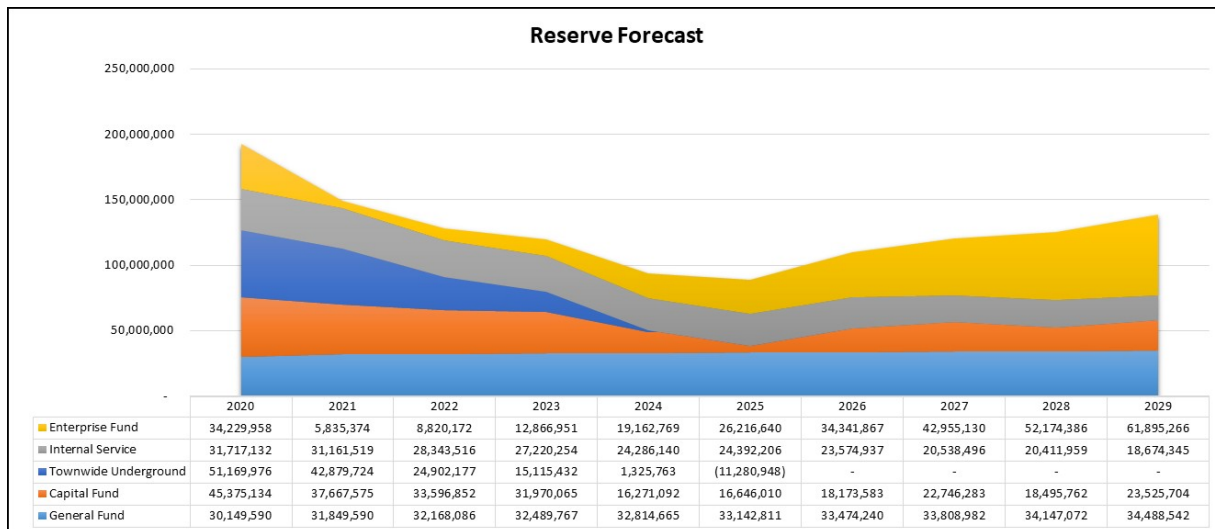
Cash Balances for FY20

The chart below shows the cash balances by month for FY20, including estimates for June through September. The increase in cash balances for the enterprise fund is due to the marina construction loan secured earlier this year.



10-Year Reserve Forecast

Each year the Town prepares a Long Term Financial Plan. The recently updated plan includes the proposed FY21 budget and a forecast through FY29. As part of this process, a summary of estimated reserves/cash flow for all of the Town's funds was compiled with the exception of the Retirement Fund and OPEB Trust Fund. The results are summarized in the chart below.



The General Fund surplus funds are estimated to remain at consistent levels since the General Fund adopts a balanced budget and excess reserves are not anticipated. The Town uses excess reserves for one-time projects.

The Townwide Underground Utility project has large reserves due to the bond issued in FY19. We are in the process of spending down these proceeds and will issue additional debt in the next few years. The project is expected to have a deficit in FY25 of \$11 million. This deficit may be funded with other Town reserves in the future, which may draw down some of the cash reserve balances in FY25.

The capital funds as mentioned before include the Capital Improvement Fund and the Coastal Fund. The Capital Improvement Fund is building reserves for future projects. The North Fire-Rescue station will need to be rebuilt in FY24 and estimates show there will not be sufficient funds for this project in the Capital Fund. As you can see in FY24 through FY26, the Capital funds reserve balances drop to lower levels. The General Fund, the Marina Fund, other town excess reserves, or other financings may need to be secured to be used to cover this deficit. As mentioned earlier, the Coastal Fund is scheduled for another renourishment project in 2024. This project also accounts for the decline in the Capital fund reserves in FY24.

The Enterprise fund reserves include the Marina, the Par 3 Golf Course and beginning in FY21, the Building Enterprise Fund. The Marina, once it is reconstructed, is expected to produce large profits. The bond proceeds for the construction of the marina are included in the 2020 balances and are spent down in FY20 and FY21. In the future, the Town Council will decide on appropriate reserve levels and uses for excess reserves from the Marina.

The Internal Service funds reserve balances remain consistent during the forecast period. The Equipment Replacement Fund may have years when large capital equipment is purchased and expenses spike. The Risk and Health Insurance funds typically add to their reserves each year, but if there are larger than expected claims, there may be a small annual deficit.

Surplus Funds Outlook

Due to the nature of the surplus funds, and the limits on the types of investments municipalities can use, longer term investments for most funds, must be fairly liquid. In the past, we used longer term CDs to achieve higher returns than could have been achieved with the other funds in the low interest rate environment we experienced for many years. When interest rates began to rise last year, the longer term bond funds experienced market losses and we moved a portion of these funds into shorter term, higher yielding investments. The Federal Reserve's response to the pandemic has brought interest rates to new lows. Low interest rates are expected for the foreseeable future. Currently the following investment funds have longer term (over 1 year) investment balances:

<i>Investment Fund</i>	<i>Balance @ 6/30/2020</i>	<i>% of Total Funds</i>
<i>PFM 1-5 year Fixed Income Fund</i>	\$25,596,875	12.48%
<i>FMIvT 1 – 3 year Fund</i>	\$27,218,409	13.27%
<i>FMIvT Intermediate Fund</i>	\$6,321,187	3.08%
<i>Total longer term investments</i>	<i>\$59,136,471</i>	<i>28.82%</i>

Even though these are longer term investments, the balances are liquid within a 15 – 30 day period. The current Certificate of Deposit investments have a term of less than one year and are not included in the numbers above. Due to the liquidity of these longer term funds, if we need to utilize the cash for a project or an unexpected expense, we can draw upon these funds in a fairly short period of time without penalty.

Town of Palm Beach OPEB Trust

The OPEB (Other Post Employment Benefits) Trust accounts for Retiree Health Care Expenses. GASB has required these expenses be accounted for like retirement benefits with actuarial forecasts and investments set aside in a trust to pay future benefits. As of September 30, 2018, the OPEB trust was 107.4% funded based on an investment return assumption of 6%.

The trust is funded through a Town contribution and retiree contributions for health care. These funds are used to pay retiree health benefits and administration expenses. The estimated cash flow for the OPEB Trust for FY20 is shown below. FY20 will be the first year since inception in 2007, that a transfer from investments will be needed to fund expenses. Over time, the employer transfer has decreased due to the improved funded status of the plan. Now that the fund is over 100% funded, the employer contribution is lower than it had been in the past. This fund will now require transfers from the investments each year to fund expenses. In FY20, we will need to transfer \$1,500,000 from investments during the year. The actuary has provided a forecast of employer contributions and health benefit payments and investment balances for the next 10 years. Internally, we have prepared the forecast for retiree contributions and administrative expenses over the next 10 years to produce a 10 year cash flow projection that is shown on the following page. In each year there will be transfers from the investment accounts of the trust to fund the expenses of the plan.

Period Ending	Total FY2020	FQ1	FQ2	FQ3	FQ4
Checking Account Balance as of October 1, 2019	(702)	(702)	121,411	211,084	300,757
Estimated Receipts					
Employer Transfer	423,014	423,014	-	-	-
Other Receipts	109,426	109,426			
Transfer from Investments	1,500,000		500,000	500,000	500,000
Estimated Employee Contributions	1,400,000	350,000	350,000	350,000	350,000
Total Estimated Receipts	3,432,440	882,440	850,000	850,000	850,000
Estimated Expenditures					
Estimated Health Benefits	(2,833,600)	(708,400)	(708,400)	(708,400)	(708,400)
Estimated Expenses	(207,708)	(51,927)	(51,927)	(51,927)	(51,927)
Total Estimated Expenditures	(3,041,308)	(760,327)	(760,327)	(760,327)	(760,327)
Estimated Quarter Ending Cash Balance available	390,430	121,411	211,084	300,757	390,430

	FY20	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30
Checking Account Balance as of October 1, 2019	(702)	390,430	247,476	103,428	35,836	43,460	13,239	42,350	26,992	52,754	13,896
Estimated Receipts											
Employer Transfer	423,014	397,769	379,474	364,124	339,730	316,624	293,632	260,067	227,463	180,840	153,369
Estimated Retiree Contributions	1,400,000	1,491,000	1,584,188	1,681,140	1,782,008	1,886,612	1,995,092	2,107,216	2,222,903	2,344,940	2,485,636
Transfer from Investments	1,500,000	1,200,000	1,300,000	1,500,000	1,700,000	1,800,000	2,000,000	2,100,000	2,300,000	2,400,000	2,700,000
Excess Health Insurance Reimbursement	109,426										
Total Estimated Receipts	3,432,440	3,088,769	3,281,957	3,560,614	3,846,132	4,026,342	4,311,716	4,500,848	4,782,970	4,972,403	5,366,476
Estimated Expenditures											
Estimated Health Insurance Benefits	(2,833,600)	(3,017,784)	(3,206,396)	(3,402,627)	(3,606,785)	(3,818,503)	(4,038,067)	(4,265,006)	(4,499,155)	(4,746,158)	(5,030,927)
Estimated Expenses	(207,708)	(213,939)	(219,609)	(225,579)	(231,723)	(238,060)	(244,538)	(251,200)	(258,053)	(265,103)	(273,056)
Total Estimated Expenditures	(3,041,308)	(3,231,723)	(3,426,005)	(3,628,206)	(3,838,508)	(4,056,563)	(4,282,605)	(4,516,206)	(4,757,208)	(5,011,261)	(5,303,984)
Estimated Cash Balance available on September 30, 2020	390,430	247,476	103,428	35,836	43,460	13,239	42,350	26,992	52,754	13,896	76,389
Estimated Amount of Transfer from Investment Accounts	1,500,000	1,200,000	1,300,000	1,500,000	1,700,000	1,800,000	2,000,000	2,100,000	2,300,000	2,400,000	2,700,000
Investment Balances Per Actuary	35,254,474	36,569,756	37,889,944	39,311,190	40,745,527	42,160,958	43,541,348	44,894,140	46,158,728	47,296,537	48,328,265

Appendix Cash Flow Tables

FY17

Surplus Funds - Cash Balances by Month FY17							
Month/Year	General Fund	Capital Funds	Internal Service Funds	Enterprise Funds	Other Funds	Ending Period Balance	Investment Earnings
Oct-16	25,657,125	40,249,671	28,395,794	6,151,323	1,700,318	102,154,231	(48,313)
Nov-16	25,482,248	38,042,603	26,317,535	8,075,721	1,699,956	99,618,063	(332,747)
Dec-16	51,368,637	38,012,562	26,494,452	8,075,246	1,693,970	125,644,867	63,541
Jan-17	51,440,728	38,066,507	26,532,679	8,084,002	1,697,722	125,821,638	145,428
Feb-17	51,100,776	33,250,602	26,576,306	8,097,418	1,699,971	120,725,073	151,958
Mar-17	54,137,964	33,294,431	26,584,723	8,099,829	1,700,646	123,817,593	69,159
Apr-17	54,210,540	33,351,953	26,647,410	8,120,455	1,703,156	124,033,514	207,189
May-17	41,766,827	39,640,794	30,580,366	10,519,130	1,705,437	124,212,554	183,676
Jun-17	45,215,070	29,822,647	30,565,161	10,299,523	1,705,841	117,608,242	32,009
Jul-17	41,934,798	34,747,221	30,627,207	10,317,536	1,709,966	119,336,728	198,249
Aug-17	42,027,108	33,999,198	30,713,996	10,346,671	1,713,379	118,800,352	259,952
Sep-17	38,542,221	33,439,926	30,666,180	10,332,065	11,819,036	124,799,428	(80,855)
Total							849,246

FY18

Surplus Funds - Cash Balances by Month FY18							
Month/Year	General Fund	Capital Funds	Internal Service Funds	Enterprise Funds	Other Funds	Ending Period Balance	Investment Earnings
Oct-17	20,759,884	39,408,350	31,181,904	10,334,228	12,182,247	113,866,613	72,651
Nov-17	26,259,469	39,400,083	21,162,859	10,323,180	12,959,354	110,104,945	(29,300)
Dec-17	41,054,814	38,637,109	24,172,394	10,328,613	12,971,989	127,164,919	105,300
Jan-18	47,377,095	38,582,338	26,150,856	10,295,888	14,649,317	137,055,494	(133,173)
Feb-18	47,970,230	37,222,738	28,931,887	10,281,493	15,140,656	139,547,004	(14,392)
Mar-18	41,639,737	38,958,072	30,181,344	10,324,336	15,150,835	136,254,324	223,796
Apr-18	42,730,148	39,142,747	31,044,554	12,186,734	16,197,439	141,301,622	74,173
May-18	40,512,784	38,783,735	31,367,054	12,155,805	16,285,621	139,104,999	312,605
Jun-18	42,233,998	38,442,011	31,161,030	11,948,598	6,327,919	130,113,556	118,964
Jul-18	38,453,758	38,649,769	31,285,375	13,631,435	16,340,867	138,361,204	223,737
Aug-18	34,242,590	37,872,623	31,378,486	13,270,244	16,392,252	133,156,195	307,542
Sep-18	30,773,685	44,853,533	32,168,797	12,762,144	18,173,275	138,731,434	118,997
Total							1,380,900

FY19

Surplus Funds - Cash Balances by Month FY19							
Month/Year	General Fund	Capital Funds	Internal Service Funds	Enterprise Funds	Other Funds	Ending Period Balance	Investment Earnings
Oct-18	29,432,414	31,149,177	26,343,284	12,495,027	50,969,791	150,389,693	222,591
Nov-18	17,588,585	43,588,764	28,458,876	12,388,406	56,130,696	158,155,327	352,470
Dec-18	33,310,493	43,372,481	31,869,032	12,421,378	44,561,115	165,534,499	461,113
Jan-19	42,768,722	43,052,355	32,060,382	12,478,142	57,406,459	187,766,060	713,174
Feb-19	43,720,265	34,235,094	31,960,492	12,504,532	57,369,538	179,789,921	217,481
Mar-19	44,494,943	38,748,694	27,504,137	17,158,794	57,499,848	185,406,416	611,800
Apr-19	48,164,090	46,445,750	28,358,481	18,071,245	58,616,043	199,655,609	384,242
May-19	47,357,646	44,559,093	28,521,768	19,588,413	58,747,592	198,774,512	686,732
Jun-19	40,612,827	44,869,803	28,653,997	19,610,812	57,883,725	191,631,164	589,305
Jul-19	41,130,493	44,282,724	28,659,632	19,474,031	58,010,546	191,557,426	251,577
Aug-19	37,265,608	60,163,549	28,933,628	7,451,439	58,132,874	191,947,098	792,603
Sep-19	32,626,109	59,371,570	28,902,566	7,257,312	58,252,003	186,409,560	135,356
Total							5,418,444

FY20 –Forecasted Balances Highlighted

Surplus Funds - Cash Balances by Month FY20							
Month/Year	General Fund	Capital Funds	Internal Service Funds	Recreation Funds	Other Funds	Ending Period Balance	Interest Earnings
Oct-19	15,545,719	57,487,875	29,000,148	7,028,979	58,367,464	167,430,185	442,960
Nov-19	14,132,515	57,940,721	29,666,311	7,000,541	58,466,533	167,206,621	177,514
Dec-19	24,646,347	46,380,778	29,707,785	7,010,779	58,609,094	166,354,783	264,220
Jan-20	47,697,902	46,363,124	29,923,290	7,040,326	54,436,970	185,461,612	588,069
Feb-20	47,895,931	45,542,658	30,121,903	7,076,739	54,514,844	185,152,075	787,586
Mar-20	47,981,905	45,781,434	30,292,769	38,124,993	54,591,833	216,772,934	621,898
Apr-20	45,546,954	45,980,384	30,435,432	38,170,358	58,951,527	219,084,655	512,334
May-20	40,770,816	46,093,099	30,515,536	38,199,992	58,681,913	214,261,356	292,947
Jun-20	37,916,859	45,171,237	30,546,052	37,199,992	57,508,275	208,342,414	
Jul-20	36,021,016	44,267,812	30,576,598	36,199,992	56,358,109	203,423,527	
Aug-20	33,499,545	43,382,456	31,035,247	35,199,992	55,230,947	198,348,186	
Sep-20	30,149,590	42,514,807	31,717,132	34,229,958	54,126,328	192,737,815	
Total	421,805,099	566,906,385	363,538,202	292,482,641	679,843,837		3,687,528

**Town of Palm Beach
Reserve Balances
Fiscal Years 2015 – 2019**

Fund	2015	2016	2017	2018	2019
General Fund	\$ 22,267,051	\$ 21,615,082	\$ 17,716,419	\$ 23,063,128	\$ 26,540,203
Compensated Absence (GF)	\$ 3,168,789	\$ 3,061,180	\$ 3,210,518	\$ 3,129,714	\$ 3,094,888
Townwide Underground Utility Fund	\$ -	\$ -	\$ (1,172,618)	\$ 6,672,736	\$ 63,944,516
Equipment Replacement Fund	\$ 13,304,714	\$ 14,918,663	\$ 15,889,600	\$ 16,390,299	\$ 17,678,027
Recreation	\$ 179,645	\$ 169,291	\$ 777,250	\$ -	\$ -
Enterprise Fund Recreation ERF	\$ 584,638	\$ 583,475	\$ 651,225	\$ -	\$ -
Dock Replacement	\$ 2,880,038	\$ 3,356,781	\$ 3,801,256	\$ 2,587,882	\$ 3,980,807
Par 3 M&I Reserve	\$ 351,246	\$ 388,132	\$ 442,910	\$ -	\$ -
Tennis M&I reserve	\$ 46,320	\$ 53,852	\$ 61,142	\$ 71,610	\$ -
Par 3 M&I	\$ 147,602	\$ 327,485	\$ 287,426	\$ 872,468	\$ 992,341
Par 3 Equipment Replacement Donation Fund	\$ 564,368	\$ 1,180,331	\$ 3,018,697	\$ 1,666,199	\$ 1,490,547
Debt Service	\$ 1,567,384	\$ 955,441	\$ 1,569,976	\$ 1,566,248	\$ 1,381,353
Capital Improvement	\$ 5,898,531	\$ 5,506,265	\$ 6,639,003	\$ 7,376,553	\$ 14,555,269
Coastal Protection Fund	\$ 24,072,085	\$ 13,810,648	\$ 19,661,966	\$ 27,916,610	\$ 39,769,059
2013 ACIP Fund	\$ 34,967,926	\$ 20,196,064	\$ 12,095,772	\$ 7,286,574	\$ 1,601,603
Health Fund	\$ 5,740,869	\$ 6,507,339	\$ 6,904,823	\$ 5,441,578	\$ 6,789,493
Risk Fund	\$ 8,071,236	\$ 8,458,781	\$ 7,578,199	\$ 4,807,846	\$ 5,212,442
Health - OPEB Trust	\$ 26,629,096	\$ 28,401,183	\$ 31,275,719	\$ 32,682,812	\$ 32,812,872
Pension Funds	\$ 190,764,490	\$ 194,010,680	\$ 209,822,728	\$ 219,743,891	\$ 226,859,639
Total	\$ 341,206,028	\$ 323,500,673	\$ 340,232,011	\$ 361,276,148	\$ 447,227,700

TOWN OF PALM BEACH

Town Council Meeting on: February 9, 2021

Section of Agenda Committee Reports

Agenda Title
Report of the Business and Administrative Committee Meeting Held on January 7, 2021.

Presenter
Lew Crampton, Chair

ATTACHMENTS:

- ▣ **January 7, 2021, Business and Administrative Committee Meeting Report**



TOWN OF PALM BEACH

Town Clerk's Office

REPORT OF THE BUSINESS AND ADMINISTRATIVE COMMITTEE MEETING HELD ON THURSDAY, JANUARY 7, 2021

I. CALL TO ORDER AND ROLL CALL

The Business and Administrative Committee Meeting was called to order at 9:30 a.m. On roll call, all committee members were found to be present.

II. PLEDGE OF ALLEGIANCE

Chair Crampton led the Pledge of Allegiance.

III. APPROVAL OF AGENDA

Motion to approve the agenda was made by Committee Member Moore and seconded by Chair Crampton. On roll call the Motion passed unanimously.

IV. COMMUNICATION BY MEMBERS

Ms. Moore indicated she was saddened by what was taking place and disturbed by watching the events in Washington DC. She remarked that this was a sad day for our nation and commended Congress for returning to session. She stated that as a representative and an elected official of the Town of Palm Beach she would do her best to maintain civility and listen to both sides of the aisle to try and come up with a solution regarding issues related to the Town of Palm Beach.

V. REGULAR AGENDA

Chair Crampton gave an overview of the various parking issues the committee would be handling and mentioned the goals which will be guiding any deliberations. He indicated this was the second of three public sessions scheduled. He mentioned that there is a mandate from the Town Council to prepare recommendations regarding parking, which is a controversial issue. The Town has asked businesses and individuals for their opinion. Last month the focus was on County Road. Today the discussion would be potential parking regulations in the Royal Poinciana Way area. Next month the discussion would be on Worth

Avenue businesses. The meeting will address residential vs. commercial parking and mentioned that this meeting is specifically regarding parking along Royal Poinciana Way. There has been a number of recommendations which are before the committee, such as expanding paid parking and placard parking. The goal of the meeting is to enhance the Town of Palm Beach quality of life.

A. Recap of Preliminary Regulation Options Related to Parking in the Royal Poinciana Way Area.

Jay Boodheshwar, Deputy Town Manager

Jay Boodheshwar, Deputy Town Manager acknowledged the Committee and staff members who have assisted in handling the parking issues, as well as the residential and business community who participated in the first session for the County Road corridor on December 11, 2020, which included some overlap from Royal Poinciana Way. Mr. Boodheshwar described the geographical area as consisting of all east/west and north/south commercial or quasi-commercial roads between Atlantic Avenue and Royal Poinciana Way. He provided three attachments: attachment A is a spreadsheet listing of all the streets in that area which is being discussed today; attachment B includes the Aerial map, shows the existing paid parking areas; and attachment C includes an aerial map indicating locations of paid and placard parking. He explained that it was decided to focus on the different commercial areas individually.

Mr. Boodheshwar stated that the town was not pushing for immediate changes. The focus is to look at potential changes in regulations or free time limited parking spaces, whether for hours and converting to paid parking at an hourly rate, such as exists in other areas of the town. He explained that in the 100 block of Bradley Place, a section of the block has metered parking and there is an opportunity for expansion. This would include conversion to the metered parking, also there is a placard program in place. The town is proposing to allocate an additional 15 placard parking spaces which would make a total of 23. This would be on a first come first serve basis. The next is Main Street, which is the area behind the old post office. There is a small parking area which is town owned. He noted that staff had mentioned this area at the last meeting. This area overlaps with County Road Corridor and has become the site for parking for Uber and Lyft drivers. This area is being used for free. Staff is proposing paid parking in this area. Most of the area in North County was recently converted to metered parking.

Mr. Boodheshwar spoke regarding the parking issues and referred to the spreadsheet provided in the backup. He mentioned the different parking rates on certain streets and suggested that for consistency, parking rates should be the same. He presented several maps showing the different paid parking programs.

Royal Poinciana Way is a bifurcated road with the median in the middle, with many parking spaces, there is a combination of one and two hour parking, with some handicapped spaces as well as loading zone spaces. Mr. Boodheshwar stated the consideration is to convert the free time limited spaces to a metered pay parking to create turnover. Mr. Boodheshwar continued to review the spreadsheet and noted

that the 100 block of Sunrise Avenue was recently converted from limited to metered parking at \$5/hour with a time limit of two hours which could be purchased, this would create a turnover. The 200 block of Sunrise is a busy area, with many time limited one hour parking, and there is free parking on this block. Staff suggests changing to metered parking. Sunset Avenue has many parking spaces. Mr. Boodheshwar showed an aerial view of the parking.

Discussion ensued regarding the different types of parking, kiosks, placards, metered and time-limited. Beach access was discussed as well as the look of the kiosks, underground parking lots and space sharing.

Benjamin Alma, indicated the completion of the survey will begin the end of January.

B. Community Input Related to Existing and/or Potential Parking Regulations in the Royal Poinciana Way Area (3 Minutes Please)

Chair Crampton opened to public comment.

The following residents/business owners spoke:

Francis Frisbee, representing the Main Street Association, expressed appreciation to the council for arranging the meeting and mentioned that she was encouraged by the different studies being evaluated.

Chair Crampton stated the committee is waiting for the retail study as well at the survey, and this will be shared once received.

C. Committee Discussion and Q&A with Staff and Meeting Participants

Mr. Boodheshwar thanked all the participants for their input

Chair Crampton thanked the staff for the research and resources provided to the committee regarding the parking issue. He suggested that the next workshop should focus on Worth Avenue.

Member Moore also thanked the staff and participants for their input, and stated she would like to get to a conclusion before the March meeting, and have a report and recommendations to submit to the Town Council. She would like to have the consistency of the same team members.

Mr. Boodheshwar announced there have been questions regarding the North County corridor and the pressures they have been getting from the beach area. There is one block of Dunbar which had unrestricted parking. The parking enforcement team carried out a study to see if this block qualified for residential permit parking (RPP). The neighbors petitioned the town to convert to the RPP, which passed, neighbors have been advised they were qualified for the RPP.

Chair Crampton thanked the business community for their participation and announced that the next meeting will be held on January 26, 2021.

Member Moore mentioned that the meeting will be held via Zoom as the Council Chambers will be undergoing a technology upgrade.

VI. ANY OTHER MATTERS - None

VII. ADJOURNMENT

Motion was made by Committee Member Moore and seconded by Chair Crampton to adjourn the Business and Administrative Committee Meeting of January 7, 2021 at 10:15 a.m.

APPROVED:

Lewis S.W. Crampton, Chair

ATTEST:

Queenester Nieves, CMC, Town Clerk

Date

TOWN OF PALM BEACH

Town Council Meeting on: February 9, 2021

Section of Agenda

Public Hearings

Agenda Title

RESOLUTION NO. 020-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Providing for the Designation and/or the De-Designation of the Historic/Specimen Trees at 501 North Lake Way, 386 Hibiscus Ave, Crescent Park and Corner of Miraflores and North Lane Way, Providing an Effective Date.

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated January 20, 2021, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 020-2021**

TOWN OF PALM BEACH

Information for Town Council Meeting on: February 9, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

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

RE: Historic or Specimen Tree Designation/De-designation at Various Town Locations
Resolution No. 020-2021

DATE: January 20, 2021

STAFF RECOMMENDATION

Town staff requests that Town Council approve Resolution No. 020-2021 and the designation/de-designation assignment of a Historic and Specimen trees as described below.

GENERAL INFORMATION

There are one hundred-six (106) trees on the island that have been designated as historic or specimen trees. These trees are inspected annually by the Town arborist. The Town ordinance allows for relocation of trees and adding trees that are deemed to be of specimen quality.

The Town has completed the annual survey of the condition of the one hundred-six (106) designated Historic and Specimen trees as required by Section 126-59 of the Town's Code of Ordinances. During the inspection, the trees are evaluated to determine if they are of suitable quality and condition to remain as historic or specimen trees and an inspection report is provided to the owner.

In the course of that inspection, the Town's Arborist found tree number 68 a Green buttonwood (*Conocarpus erectus*) at 501 North Lake Way to be in poor condition, structurally compromised, and no longer of specimen quality. Additionally, de-designation was also requested by property manager on behalf of the owner. It is his opinion that this tree be removed from the list of the Town's historic/specimen trees.

The Town Arborist also recommended that the following three (3) trees be added to the Town's list. Subject to Town Council approval, these newly designated trees will be recorded with the Palm Beach County Clerk's office.

1. Live Oak (*Quercus Virginiana*) tree located in Pans Garden.
2. Lancepod Tree (*Lonchocarpus violaceus*) located on Town property in Crescent Park.
3. Rusty Ficus (*Ficus Rubiginosa*) located on Town Property at Miraflores and North Lake Way.

With these modifications to the Historic and Specimen program, the number of trees will increase from 106 to 108.

FUNDING/FISCAL IMPACT:

There would be no impact to the budget unless the property owners participate in the voluntary Maintenance Program which requires a fee as described in the Town Ordinance.

TOWN ATTORNEY REVIEW

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

cc: Paul Colby, Facilities Maintenance Division Manager
Mary Pressly, President, Garden Club of Palm Beach
Richard Maxwell, Town Arborist

RESOLUTION NO. 020-2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, PROVIDING FOR THE DESIGNATION AND/OR THE DE-DESIGNATION OF THE HISTORIC/SPECIMEN TREES AT 501 NORTH LAKE WAY, 386 HIBISCUS AVE, CRESCENT PARK AND CORNER OF MIRAFLORES AND NORTH LANE WAY, PROVIDING AN EFFECTIVE DATE.

* * * * *

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

Section 1. Tree number 68, Green Buttonwood (botanical name: *Conocarpus Erectus*) designated as a historic or specimen tree located at 501 North Lake Way, shall be de-designated, removed from the Historic and Specimen tree program and recorded with the Palm Beach County Clerk:

501 North Lake Way (PCN/Legal: 50-43-43-15-00-001-0070)

<u>Count</u>	<u>Common Name</u>	<u>Botanical Name</u>
1	Green Buttonwood	<i>Conocarpus erectus</i>

Section 2. The Live Oak Tree (botanical name: *Quercus Virginiana*) shall be added as a historic or specimen tree and recorded with the Palm Beach County Clerk:

386 Hibiscus Avenue (PCN/Legal: 50-43-43-23-05-011-0250)

<u>Count</u>	<u>Common Name</u>	<u>Botanical Name</u>
1	Live Oak	<i>Quercus Virginiana</i>

Section 3. The Lancepod Tree (botanical name: *Lonchocarpus Violaceus*) shall be added as a historic or specimen tree and recorded with the Palm Beach County Clerk:

Crescent Park (Town Property)

<u>Count</u>	<u>Common Name</u>	<u>Botanical Name</u>
1	Lancepod Tree	<i>Lonchocarpus violaceus</i>

Section 4. The Rusty Ficus (botanical name: *Ficus Rubiginosa*) shall be added as a historic or specimen tree and recorded with the Palm Beach County Clerk:

Miraflores & North Lake Way (Town Property)

<u>Count</u>	<u>Common Name</u>	<u>Botanical Name</u>
1	Rusty Ficus	<i>Ficus Rubiginosa</i>

Section 5. This Resolution shall become effective upon its adoption as provided by law.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 9th day of February.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: February 9, 2021

Section of Agenda

Regular Agenda - Old Business

Agenda Title

COVID-19 Update

Kirk W. Blouin, Town Manager

TIME CERTAIN: 10:30 AM

a. Report on COVID-19 Infections, Hospitalizations and Vaccines

Darrell Donatto, Fire Rescue Chief

b. Compliance with Emergency Order and Mandates

Nicholas Caristo, Police Chief

c. Discussion About Town-Wide Curfew

d. Discussion About March Public Meetings

e. RESOLUTION NO. 021-2021 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida Concurring With The Request Of The Town's Chief Of Police, To Extend The Chief's Declaration Of The Existence Of A State Of Emergency Within The Corporate Limits Of The Town To March 2, 2021, Unless Earlier Terminated By The Chief Of Police, At Which Time The Town Council Will Address The Need For Any Extension Of The Declaration Of Emergency; Providing For An Effective Date.

Time Certain

10:30 AM

Presenter

ATTACHMENTS:

- ▣ **d. Resolution No. 021-2021**

RESOLUTION NO. 021-2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA CONCURRING WITH THE REQUEST OF THE TOWN'S CHIEF OF POLICE, TO EXTEND THE CHIEF'S DECLARATION OF THE EXISTENCE OF A STATE OF EMERGENCY WITHIN THE CORPORATE LIMITS OF THE TOWN TO MARCH 2, 2021, UNLESS EARLIER TERMINATED BY THE CHIEF OF POLICE, AT WHICH TIME THE TOWN COUNCIL WILL ADDRESS THE NEED FOR ANY EXTENSION OF THE DECLARATION OF EMERGENCY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, 2019 Novel Coronavirus Disease (COVID-19) is a severe, acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, the World Health Organization (WHO) has declared a pandemic related to COVID-19; and

WHEREAS, the Center for Disease Control and Prevention (CDC) has declared the potential public health threat posed by COVID-19 as "high", both in the United States and throughout the world; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51, declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary, and therefore directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida regarding the COVID-19 pandemic; and

WHEREAS, the President of the United States has declared a State of Emergency for the Country to address the public health threat to the United States of America as a result of COVID-19; and

WHEREAS, a threat of impact from COVID-19 exists throughout the corporate limits of the Town of Palm Beach and elsewhere; and

WHEREAS, COVID-19 poses a danger to life and the economic well-being of Palm Beach residents; and

WHEREAS, the Chief of Police of the Town of Palm Beach, pursuant to the authority of Section 58-41 of the Town Code of Ordinances, has declared a state of emergency exists within the corporate boundaries of the Town; and

WHEREAS Florida Statute Section 870.042 provides that the designated official, in this case the Chief of Police, has the authority to exercise the emergency powers conferred in Sections 870.041 through 870.047 of the Florida Statutes; and

WHEREAS, Section 870.047, Florida Statutes, provides for the duration and termination of a State of Emergency and provides that the emergency declaration shall terminate at the end of the period of seventy-two (72) consecutive hours unless prior to the end of the seventy-two (72) hour period, the declaration of emergency has been terminated; and

WHEREAS, any extension of the seventy-two (72) hour time limit must be accomplished by request from the public official and the concurrence of the Town Council by duly enacted resolution in regular or special session; and

WHEREAS, the Town Council approved Resolution No. 122-2020 on November 10, 2020, granting the Chief of Police's request that the seventy-two (72) hour time limit be extended to December 8, 2020; and

WHEREAS, the Town Council approved Resolution No. 145-2020 on December 8, 2020, granting the Chief of Police's request that the declaration of emergency be extended to January 12, 2021; and

WHEREAS, the Town Council approved Resolution No. 008-2021 on January 12, 2021, granting the Chief of Police's request that the declaration of emergency be extended to February 9, 2021; and

WHEREAS, the Chief of Police has requested that the time limit for the declaration of emergency be extended again to March 2, 2021, unless earlier terminated by the Chief of Police.

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

Section 1. The request of the Chief of Police to further extend the time period for the declaration of emergency is hereby granted.

Section 2. The declaration of emergency shall remain in effect until March 2, 2021, unless earlier terminated by the Chief of Police, at which time the Town Council will address the need for any extension of the declaration of the emergency.

Section 3. During this period of time, the Chief of Police has the authority to extend or amend any of the emergency measures declared in the initial declaration of emergency as provided by the terms of Florida Statute Section 870.045.

Section 4. This resolution shall take effect upon execution. A copy of this Resolution shall be filed in the office of the Town Clerk and delivered to the appropriate news media and by posting on the Town's website.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the
Town of Palm Beach assembled this 9th day of February, 2021.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: February 9, 2021

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Palm Beach Marina Update

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

TIME CERTAIN: 11:00 AM

a. Update on Progress of Project Construction

b. RESOLUTION NO. 022-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Increasing Purchase Order No. 200662 to Murray Logan Construction Inc., in the Amount of \$138,685.20, for Materials, Labor and Installation Associated with the Electrical and Low Voltage Conduit for the Town Marina Project, and Approving a Task Budget of \$150,000.

c. Update on Conceptual Landscaping Design for Lake Drive Park.

Time Certain

11:00 AM

Presenter

ATTACHMENTS:

- **b. Memorandum Dated January 29, 2021, from H. Paul Brazil, P.E., Director of Public Works**
- **b. Resolution No. 022-2021**
- **c. Memorandum Dated February 1, 2021, from H. Paul Brazil, P.E., Director of Public Works**

TOWN OF PALM BEACH

Information for Town Council Meeting on: February 9, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

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

RE: Approval of Change Order to Murray Logan Construction for the Town Marina Project – Electrical and Low Voltage Conduit Installation
Resolution No. 022-2021 Murray Logan Construction

DATE: January 29, 2021

STAFF RECOMMENDATION

Town staff recommends that the Town Council approve Resolution No. 022-2021 authorizing an increase to Purchase Order #200662 in the amount of \$138,685.20 to Murray Logan Construction Inc., for improvements associated with electrical and low voltage conduit for the Town Marina Project, and establishing a task budget of \$150,000.

GENERAL INFORMATION

The Town Marina Project includes the installation of various electrical and low voltage systems (security cameras, access controls, vehicle gates, etc.) and the Town Council approved the purchase and installation of the majority of those components at the January 12, 2021 Town Council meeting (Resolutions No. 009-2021, 010-2021 and 012-2021). Since these components were not defined at the time of the construction contract award, there is a requirement to furnish and install the conduit and junction boxes necessary for the wiring and cabling associated with all these components. The conduit required connects various project elements (buildings, parking lot gates and cameras, dock systems, etc.) throughout the entire site. Design plans to achieve these requirements were prepared by the consultant (W.F. Baird), and those plans were provided to the general contractor for the Town Marina Project. A proposal was received in the amount of \$160,258.97. Negotiations were conducted with the contractor, consultant, and Town staff to review the scope of work and the cost proposal. Based on negotiations the proposal was reduced to \$138,685.20, and the revised proposal submitted is fair and reasonable. The contractor has also requested a contract time extension of 12 days associated with this work.

Staff recommends that the Town Council approve Resolution No. 022-2021 to issue a change order to P.O. #200662, for Murray Logan Construction Inc., in the amount of \$138,685.20 and to establish a task budget of \$150,000.

FUNDING/FISCAL IMPACT

This task is funded from the construction contingency budgeted within the approved Town Marina project.

PURCHASING REVIEW

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

TOWN ATTORNEY REVIEW

This format has been utilized by the Town in previous recommendations and was approved by the Town Attorney.

Attachments

cc: Jay Boodheshwar, Deputy Town Manager
Carolyn Stone, Director of Business Development & Operations
Jane LeClainche, Finance Director
Eric Brown, P.E., Assistant Director of Public Works
Dean Mealy, Purchasing Manager
Jason Debrincat, P.E., Senior Project Engineer

RESOLUTION NO. 022-2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH,
PALM BEACH COUNTY, FLORIDA, INCREASING PURCHASE ORDER NO.
200662 TO MURRAY LOGAN CONSTRUCTION INC., IN THE AMOUNT OF
\$138,685.20, FOR MATERIALS, LABOR AND INSTALLATION ASSOCIATED
WITH THE ELECTRICAL AND LOW VOLTAGE CONDUIT FOR THE TOWN
MARINA PROJECT, AND APPROVING A TASK BUDGET OF \$150,000.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order increase of \$138,685.20 to Murray Logan Construction Inc., for materials, labor and installation associated with the electrical and low voltage conduit and junction boxes for the Town Marina Project, thereby increasing the purchase order from \$21,537,379.60 to \$21,676,064.80 and approving a task budget of \$150,000.

Section 2. The Town Manager is hereby authorized to execute a change order on behalf of the Town of Palm Beach for these services, 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 9th day of February 2021.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

TOWN OF PALM BEACH

Information for Town Council Meeting on: February 9, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

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

RE: Presentation of Conceptual Landscaping Plans Designed by Nievera Williams

DATE: February 1, 2021

STAFF RECOMMENDATION

Town staff requests that the Town Council review the presentation to be made by Nievera Williams regarding the latest Lake Drive Park improvements.

GENERAL INFORMATION

A presentation was made to the Town Council at the January 12, 2021 meeting by Nievera Williams regarding the proposed concepts for Lake Drive Park improvements. Town staff and the consultant (Nievera Williams) have held several focus group meetings since that meeting, and a community input session was also held on February 2, 2021. Feedback and input from those sessions was incorporated into the attached revised concepts.

Nievera Williams is presenting these updated plans to the Town Council in advance of the scheduled Landmarks Preservation Commission (LPC) meeting on February 17, 2021. LPC application review and recommendation is anticipated at that meeting.

FUNDING/FISCAL IMPACT

No funding or fiscal impact is associated with this update. This design effort is a donated service to the Town.

Attachment

cc: Jay Boodheshwar, Deputy Town Manager
Carolyn Stone, Director of Business Development and Operations
Eric Brown, P.E., Assistant Director of Public Works
Dean Mealy, Purchasing Manager
Patricia Strayer, P.E., Town Engineer
Jason Debrincat, Senior Project Engineer

TOWN OF PALM BEACH

Town Council Meeting on: February 9, 2021

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Town-wide Undergrounding Project

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

a. Review of Project and Dashboard, Summary of Project Status

b. RESOLUTION NO. 023-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town Manager to Execute an Easement and Use Agreement Between the Town of Palm Beach and Florida Power & Light (FPL) at 1060 North Lake Way for Access, and Maintenance of FPL Equipment.

c. RESOLUTION NO. 024-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town Manager to Execute Easements and Use Agreements Between the Town of Palm Beach and Florida Power & Light (FPL) Upon Town Owned Land Located at 360 South Ocean Boulevard, Town of Palm Beach Parking Lot on Australian Avenue, 359 South County Road, and 400 South County Road.

Presenter

ATTACHMENTS:

- ▣ **a. Review of Project and Dashboard, Summary of Project Status**
- ▣ **b. Memorandum dated January 8, 2021, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **b. Resolution No. 023-2021**
- ▣ **b. Easement Agreement - 1060 North Lake Way**
- ▣ **b. Sketch and Legal**
- ▣ **b. 1060 North Lake Way**
- c, Memorandum dated January 26, 2021, from H. Paul Brazil, P.E.,**

- ▢ **Director of Public Works**
- ▢ **c. Resolution No. 024-2021**
- ▢ **c. Attachments**

TOWN OF PALM BEACH

Information for Town Council Meeting on: February 9, 2021

TO: Mayor & Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Paul Brazil, Public Works Director

FROM: Patricia Strayer, Town Engineer

RE: Utility Undergrounding Project Status Report

DATE: January 27, 2020

I. COMMUNICATIONS:

A. Community Meetings:

Coffee with the Crew meetings are postponed until further notice.

B. Significant Postal Mail or E-mail

None

II. PROGRESS SUMMARY:

Overall Town-wide Construction Progress. Seven (7) of 15 construction zones are either complete or in progress/funded for construction, inclusive of Phases 1N, 1S, 2N, 2S, 3N, 3S & 4N.

A. Construction Progress:

Phase 1 North:

From the Inlet south to Onondaga Ave.

- Complete, March 30, 2019

Phase 1 South:

From southern Town limits north to Sloan's Curve.

- Complete, April 3, 2020

Phase 2 North Construction:

From Esplanade Way to Ocean Terrace.

- Complete, October 29, 2020

Phase 2 South Construction:

From Sloan's Curve to the intersection of S. Ocean Blvd & S. County Road

- Phase 2 South, the project is 40% complete.
- Drilling continues with FPL equipment being set. Currently drilled up to Mar-A-Lago and will continue drilling north of this construction zone, the crews are now contacting properties along N. Ocean Blvd and the side streets.

Phase 3 North Construction:

From Osceola Way to the north-side of La Puerta Way

- Phase 3 North, the project is 88% complete.
- FPL orders to energize the new underground system are pending.
- ATT & Comcast are waiting for FPL to energize the underground utilities to complete their work.

Phase 3 South:

From S. Ocean Blvd & S. County Road to the alleyway south of Worth Ave.

- Phase 3 South construction is just initiated and is 4% complete.
- Town continues to pursue remaining outstanding easements.
- Two (2) chicanes are planned:
 - o Via Marina west of Middle Road - Transformer for 70 Middle Road
 - o El Brillo - Transformer for 640 S Ocean Blvd

Phase 4 North:

From south-side of La Puerta Way to north-side of List Road.

- Construction for Phase 4 North is just initiating.
- Phase 4 North construction is just initiated and is 6% complete.
- Demonstration chicanes were installed in 5 locations:
 1. Colonial Lane
 2. Monterey Road (West - Presently have a verbal agreement)
 3. Monterey Road (East – Working with specific property owner)
 4. Orange Grove Road (appear to have a resolution)
 5. List Road
- Town has received a verbal on all five (5) Chicane locations, but has not received executed easements for all as of end of January.

Phase 4 South:

From Peruvian Ave. north to Royal Palm Way & the Town Docks.

- Design is 72% complete.
- 55 of 63 easements are recorded or verbally approved.
- Easement acquisition is behind schedule – Master Plan start was May 2020.
- Sample transformer deployment completed in the right-of-way (utility strip) adjacent to 134 Australian Ave..

Phase 5 North:

From Country Club Road to Southland Road.

- Design is 51% complete and falling behind schedule due to slow easement acquisition progress.
- 40 of 94 easements are recorded or verbally approved.
- Start of Construction planned for September 2021, originally May 2021.

Phase 5 South:

From South Lake Drive/Hibiscus Ave. & Peruvian Ave./Royal Palm Way, properties between the intracoastal waterway and the Atlantic Ocean & from Royal Palm Way to Seaspray Ave.

- Design is 47% complete and falling behind schedule due to slow easement acquisition progress.
- 36 of 80 easements are recorded or verbally approved.
- Start of construction planned for September 2021, originally May 2021.

Phase 6 North:

From Chateaux Drive & Kawama Lane to the south-side of Plantation Road.

- Design is 25% complete and on schedule.
- Easement acquisition has started, December 2020. Three (3) of 68 easements have been verbally approved.

Phase 6 South:

Seaspray Ave. to the south of Royal Poinciana Way.

- Design is 23% complete and on schedule.
- Easement acquisition has started, Dec 2020. Four (4) of 86 easements have been verbally approved.

Phase 7 North:

Palm Beach Country Club north to the south side of List Road.

- Design is 9% complete and on schedule.
- Easement acquisition has not started.

Phase 7 South:

Atlantic Ave. north to Via Los Incas & Sanford Ave.

- Design is 9% complete and on schedule.
- Easement acquisition has not started.

Phase 8:

Royal Poinciana Way north to Everglade Ave.

- Design is 6% complete and on schedule.
- Easement acquisition has not started.

III. FINANCIAL SUMMARY:

A. FEMA Grant Update:

On July 22, 2020, the Town submitted to the Florida Department of Emergency Management its Phase 5 budget modification and period of performance extension request.

- The Town reported the revised project budget for the updated Kimley-Horn Engineer's Opinion of Cost (OPC), as presented to the Town Council December 10, 2019, based on actual costs of construction for phases of the project completed and in progress. This information was more accurate and was not available when the Town applied for the original grant.

FL DEM and FEMA review and response of the revised project budget is in progress. A reply is expected December 2020.

- A Period of Performance (PoP) extension to the grant contract was submitted. The Town requested a contract extension until May 2023. Phase 5 of the project requires an estimated two (2) year construction timeline with start of construction now planned for September 2021.

FL DEM - Approved our request on November 24, 2020.

B. Project Budget Summary:

There are no significant changes since the last report. Updates include processing of vendor pay applications for design, direct material purchases, and work performed in active phases. The full underground utility project financial report is provided within your backup package with the summary page attached.

cc: Jane LeClainche, Finance Director
Kevin Schanen, Kimley-Horn & Associates

Underground Utility Project Budget
Project Financial Summary
January 31, 2021

Expenditures	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 1	\$ 12,620,000	\$ 12,910,000	\$ 12,824,617	\$ 12,886,095	100.5%
Phase 2	\$ 9,170,000	\$ 13,470,000	\$ 12,907,271	\$ 7,816,426	60.6%
Phase 3	\$ 10,910,000	\$ 15,400,000	\$ 16,016,430	\$ 6,706,766	41.9%
Phase 4	\$ 10,370,000	\$ 15,220,000	\$ 1,830,771	\$ 1,352,166	73.9%
Phase 5 (Includes \$8.5 Million FEMA Grant Offset)	\$ 14,090,000	\$ 11,694,645	\$ 1,698,543	\$ 918,316	54.1%
Phase 6	\$ 16,820,000	\$ 20,800,000	\$ 1,885,264	\$ 487,982	25.9%
Phase 7	\$ 11,730,000	\$ 15,910,000	\$ 1,583,331	\$ 199,390	12.6%
Phase 8	\$ 12,300,000	\$ 14,500,000	\$ 1,378,643	\$ 103,815	7.5%
Total Project Costs To Date	\$ 98,010,000	\$ 119,904,645	\$ 50,124,871	\$30,470,956	60.8%
Other Costs Associated Directly with the Project (Page 8)	\$ 570,000	\$ 980,414	\$ 980,414	\$ 928,901	94.7%
Grand Total of Costs Related to Project	\$ 98,580,000	\$ 120,885,059	\$ 51,105,285	\$31,399,857	61.4%
Debt Service and Related Debt Issuance Costs (Page 8)			\$ 9,497,200	\$ 8,011,039	84.4%
Total Other Costs Outside Underground Budget (Page 8)			\$ 1,343,876	\$ 2,160,621	160.8%
Grand Total of All Costs Related to the Project	\$ 98,580,000	\$ 120,885,059	\$ 52,449,161	\$33,560,478	64.0%

Total Project Budget - Opinion of cost for construction	\$ 120,885,059
% Budgeted/Encumbered To Date Project Costs	42.28%
% Spent to Date - Project Costs	25.97%

Project Revenues Received

Revenues	Budget	Actual	% of Budget
Revenues			
Prepaid Assessments	\$ -	\$ 12,988,857	0.0%
Assessment Revenue	\$ 17,580,000	\$ 16,493,781	93.8%
Commercial Paper	\$ -	\$ -	0.0%
Town Owned Property Prepaid Assessments	\$ 2,797,291	\$ 2,797,291	100.0%
Interest on Assessment Escrow	\$ -	\$ 396,389	0.0%
Interest	\$ 1,312,000	\$ 2,331,305	177.7%
GO Bond Proceeds	\$ 60,500,000	\$ 60,499,897	100.0%
1 Cent Sales Tax	\$ 5,000,000	\$ 2,166,667	43.3%
FPL		\$ 450,246	0.0%
FEMA Grant	\$ 8,500,000	\$ -	0.0%
Other			
Kevin McGann - CO #9	\$ -	\$ 34,900	0.0%
Donations - Civic Association	\$ 49,250	\$ 49,250	100.0%
Transfer from (307) Fund CIP	\$ 760,200	\$ 760,200	100.0%
Transfer from (001) General Fund - PM Salary	\$ 574,450	\$ 464,450	80.9%
Total Project Revenues	\$ 97,073,191	\$ 99,433,232	102.4%

**Underground Utility Project Budget
Phase 1 Project Costs
January 31, 2021**

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Project Engineering					
Task 2.1 - Detailed Design North End	590,000		472,063	472,063	100.0%
Task 2.2 - Detailed Design South End	740,000		619,411	619,411	100.0%
Task 2.3 - Permitting Assistance			17,790	17,790	100.0%
Task 2.4 - Bid Phase Assistance			42,166	42,166	100.0%
Task 2.5 - Meetings - Design Phase			125,399	125,383	100.0%
Subtotal Design Phase	\$ 1,330,000	\$ 1,280,000	\$ 1,276,829	\$ 1,276,813	100.0%
Construction Costs					
Phase 1 North Construction					
Preconstruction			\$ 19,720	19,720	100.0%
Burkhardt Construction			\$ 3,598,144	3,598,144	100.0%
Street Light Conversion			\$ 26,273	113,399	431.6%
Change Order for AT&T and Comcast Conduit			\$ 371,201	371,201	100.0%
Other Change orders			\$ 130,415	130,415	100.0%
Utility Design Costs			\$ 15,595	15,595	100.0%
Utility Construction Costs (FPL, Comcast, AT&T)			\$ 476,776	483,548	101.4%
Construction Engineering (KH)			\$ 230,532	205,818	89.3%
	\$ 4,210,000	\$ 4,930,000	\$ 4,868,657	\$ 4,937,840	101.4%
Phase 1 South Construction					
Preconstruction			\$ 22,200	22,200	100.0%
Whiting Turner Construction			\$ 4,450,977	4,450,977	100.0%
Change Order for AT&T and Comcast Conduit			\$ 125,147	125,147	100.0%
Other Approved Change Orders			\$ 12,749	12,749	100.0%
Utility Design Costs			\$ 33,013	33,013	100.0%
Utility Construction Costs (FPL, Comcast, AT&T)			\$ 1,374,193	1,362,028	99.1%
Construction Engineering (KH)			\$ 316,498	316,396	100.0%
	\$ 6,800,000	\$ 6,350,000	\$ 6,334,777	\$ 6,322,510	99.8%
Easement Recording Fees			\$ 740	740	100.0%
Legal Costs/Easement Acquisition - Jones Foster	\$ 280,000	\$ 350,000	\$ 301,359	\$ 306,723	101.8%
Legal Sketch and Description - Easements			34,000	33,215	97.7%
Easement Abandonment			\$ 8,256	8,256	100.0%
Total Phase 1 Costs	\$ 12,620,000	\$ 12,910,000	\$ 12,824,617	\$ 12,886,095	100.5%

Underground Utility Project Budget
Phase 2 Project Costs
January 31, 2021

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 2 Design					
Kimley Horn					
Task 1.1 Phase 2 North Design	335,000		\$ 281,304	\$ 281,304	100.0%
Task 1.2 Phase 2 South Design	400,000		\$ 335,353	\$ 335,353	100.0%
Task 1.3 Permitting Assistance North and South			\$ 12,674	\$ 12,674	100.0%
Task 1.4 Bid Phase Assistance North and South			\$ 40,565	\$ 40,565	100.0%
Task 1.6 Meetings North and South			\$ 136,617	\$ 129,348	94.7%
Total Phase 2 Design	\$ 735,000	\$ 807,000	\$ 806,513	\$ 799,244	99.1%
Construction Costs					
Phase 2 North Construction					
Preconstruction			\$ 35,000	31,970	91.3%
Burkhardt Construction			\$ 4,015,865	3,961,886	98.7%
Approved Change Orders			\$ -	-	
FPL Design Cost			\$ 11,759	1,350	11.5%
ATT Design Cost			\$ 5,000	\$ 5,000	100.0%
Comcast Design Cost				\$ 4,582	
Utility Costs (FPL, Comcast, AT&T)			\$ 496,307	\$ 496,307	100.0%
FPL - Additional Vista Switches				\$ 54,938	
Street Light Conversion			\$ 19,186	\$ 19,186	100.0%
Construction Engineering (KH)			\$ 248,121	\$ 243,146	98.0%
Total Phase 2 North Construction	3,800,000	5,020,000	\$ 4,831,238	\$ 4,818,365	99.7%
Phase 2 South Construction	-				
Preconstruction			\$ 35,000	33,400	95.4%
Burkhardt Construction			\$ 6,494,596	1,594,644	24.6%
Approved Change Orders			\$ -		
FPL Design Cost			\$ 13,330	14,200	106.5%
ATT Design Cost			\$ 5,000	\$ 5,000	100.0%
Comcast Design Cost			\$ 5,000	\$ 4,582	91.6%
Utility Costs (FPL, Comcast, AT&T)			\$ 200,000	\$ 123,948	62.0%
Street Light Conversion			\$ 20,000	\$ 19,268	96.3%
Construction Engineering (KH)	-		\$ 282,973	\$ 190,684	67.4%
Total Phase 2 South Construction	4,435,000	7,424,000	\$ 7,055,899	\$ 1,985,726	28.1%
Easement Acquisition/Abandonment	200,000	219,000			
<i>Kimley Horn Easement Assistance</i>					
Task 1.5 Easement Assistance North			\$ 64,936	\$ 64,935	100.0%
Task 1.5 Easement Assistance South			\$ 77,466	\$ 77,467	100.0%
<i>Surveys</i>					
Task 1.7 Legal Sketch North			\$ 14,020	\$ 14,020	100.0%
Task 1.7 Legal Sketch South			\$ 21,725	\$ 19,659	90.5%
Advertising				\$ 1,101	
Jones Foster - Legal			\$ 25,000	\$ 23,933	95.7%
Postage			\$ -	\$ 491	
Recording Costs			\$ 3,605	\$ 2,990	82.9%
Easement Abandonment			\$ 6,870	\$ 8,495	123.7%
Total Easement Acquisition Costs	200,000	219,000	\$ 213,622	\$ 213,091	99.8%
Total Phase 2 Costs	\$ 9,170,000	\$ 13,470,000	\$ 12,907,271	\$ 7,816,426	60.6%

Underground Utility Project Budget
Phase 3 Project Costs
January 31, 2021

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 3 Design					
Kimley Horn					
Task 1.1 Phase 3 North Design	\$ 325,000		\$ 280,189	\$ 280,189	100.0%
Task 1.2 Phase 3 South Design	\$ 535,000		\$ 486,333	\$ 486,323	100.0%
Task 1.3 Permitting Assistance			\$ 13,739	\$ 13,739	100.0%
Task 1.4 Bid Phase Assistance			\$ 36,834	\$ 36,834	100.0%
Task 1.5 Meetings			\$ 77,411	\$ 76,626	99.0%
Total Phase 3 Design	\$ 860,000	\$ 895,000	\$ 894,505	\$ 893,710	99.9%
Construction Costs					
Phase 3 North Construction	\$ 3,700,000	\$ 5,300,000			
Preconstruction			\$ 24,580	\$ 24,580	100.0%
Construction - Burkhardt			\$ 4,042,171	\$ 3,624,525	89.7%
Approved Change Orders					
FPL Design Cost			\$ 12,850	\$ 1,350	10.5%
ATT Design Cost			\$ 5,000	\$ 5,000	100.0%
Comcast Design Cost			\$ 3,128	\$ 3,128	100.0%
FPL Construction			\$ 87,101	\$ 87,101	100.0%
Street Light Conversion			\$ 4,249	\$ 4,249	100.0%
Utility Costs (Comcast & ATT)			\$ 409,387	\$ 409,387	100.0%
Construction Engineering (KH)			\$ 236,976	\$ 214,118	90.4%
Daniella Construction - Nightingale/LaPuerta - Townwide portion			\$ 243,470	\$ 243,470	100.0%
FPL Nightingale/LaPuerta - Townwide Portion			\$ 74,900	\$ 74,900	100.0%
Comcast Nightingale/LaPuerta - Townwide Portion			\$ 8,885	\$ 8,885	100.0%
AT&T Nightingale/LaPuerta Townwide Portion			\$ 30,555	\$ 30,555	100.0%
Total Phase 3 North Construction	\$ 3,700,000	\$ 5,300,000	\$ 5,183,252	\$ 4,731,247	91.3%
Phase 3 South Construction	\$ 6,090,000	\$ 8,875,000			
Preconstruction					
Construction			\$ 8,029,385	133,750	1.7%
Approved Change Orders					
FPL Construction			\$ 562,000	562,905	100.2%
FPL Design Cost			\$ 11,359	6,950	61.2%
FPL - 101 El Brillo				10,875	
ATT Design and Construction Cost			\$ 425,000	5,000	1.2%
Comcast Design and Construction Cost			\$ 195,128	3,128	1.6%
Construction Engineering (KH)			\$ 322,540	14,837	4.6%
Total Phase 3 South Construction	\$ 6,090,000	\$ 8,875,000	\$ 9,545,412	\$ 737,445	7.7%
Easement Acquisition/Abandonment	\$ 260,000	\$ 330,000			
<i>Kimley Horn Easement Assistance</i>					
Task 1 Easement Assistance North and South			\$ 273,390	\$ 270,913	99.1%
Legal Advertising				\$ 1,076	
Easement Amendment			\$ 49,285	\$ 47,163	95.7%
<i>Surveys</i>					
Task Legal Sketch South			\$ 37,436		0.0%
Jones Foster - Legal			\$ 25,000	\$ 21,018	84.1%
Recording Costs				\$ 4,194	
Easement Abandonment			\$ 8,150	\$ 1,244	
Total Easement Acquisition Costs	\$ 260,000	\$ 330,000	\$ 393,261	\$ 344,364	87.6%
Total Phase 3 Costs	\$10,910,000	\$15,400,000	\$ 16,016,430	\$ 6,706,766	41.9%

Underground Utility Project Budget
Phase 4 Project Costs
January 31, 2021

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 4 Design					
Kimley Horn					
Task 1.1 Phase 4 North Design	\$ 402,000		\$ 312,317	312,317	100.0%
Task 1.2 Phase 4 South Design	\$ 413,000		\$ 451,284	394,874	87.5%
Task 1.3 Permitting Assistance			\$ 14,468	-	0.0%
Task 1.4 Bid Phase Assistance			\$ 37,899	18,950	50.0%
Task 1.6 Meetings			\$ 77,911	77,383	99.3%
Total Phase 4 Design	\$ 815,000	\$ 894,000	\$ 893,879	803,523	89.9%
Construction Costs					
Phase 4 North Construction	4,605,000	6,275,000			
Preconstruction			\$ 22,270	22,270	
Construction					
Approved Change Orders					
FPL BCE			\$ 91,543	91,543	
FPL Design Cost			\$ 12,757		
ATT Design Cost				5,000	
Comcast Design Cost				3,128	
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)			\$ 324,309	3,620	1.1%
Total Phase 4 North Construction	\$ 4,605,000	\$ 6,275,000	\$ 450,879	125,560	27.8%
Phase 4 South Construction	4,710,000	7,640,000			
Preconstruction			\$ 22,270	22,270	100.0%
Construction					
Approved Change Orders					
FPL Design Cost			\$ 13,160	1,350	10.3%
ATT Design Cost				5,000	
Comcast Design Cost				3,128	
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 4 South Construction	\$ 4,710,000	\$ 7,640,000	\$ 35,430	31,748	89.6%
Easement Acquisition/Abandonment	\$ 240,000	\$ 411,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance (KH)			\$ 280,270	280,254	100.0%
Easement Assistance (KH) -- Switches			\$ 67,747	65,041	96.0%
Easement Assistance (KH)			\$ 59,369	8,188	13.8%
<i>Surveys</i>					
Legal Sketch			\$ 38,230	33,947	88.8%
Legal Sketch - Switches			\$ 4,967		
Jones Foster - Legal					
Recording Costs				3,905	
Easement Abandonment					
Total Easement Acquisition Costs	\$ 240,000	\$ 411,000	\$ 450,583	391,335	86.9%
Total Phase 4 Costs	\$ 10,370,000	\$ 15,220,000	\$ 1,830,771	1,352,166	73.9%

Underground Utility Project Budget
Phase 5 Project Costs
January 31, 2021

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 5					
Kimley Horn					
Task 1.1 Phase 5 North Design	\$ 520,000		\$ 454,210	\$ 249,816	55.0%
Task 1.2 Phase 5 South Design	\$ 600,000		\$ 606,951	\$ 303,476	50.0%
Task 1.3 Permitting Assistance North/South			\$ 17,100		0.0%
Task 1.4 Bid Phase Assistance North/South			\$ 37,899		0.0%
Task 1.6 Meetings North/South			\$ 77,911	\$ 71,629	91.9%
Total Phase 5 Design	\$ 1,120,000	\$ 1,195,000	\$ 1,194,071	\$ 624,920	52.3%
Construction Costs					
Phase 5 North Construction	\$ 5,890,000	\$ 8,055,000			
Preconstruction			\$ 59,100		
Construction					
Utility Costs (FPL, Comcast, AT&T)					
AT&T Design			\$ 5,000	5,000	100.0%
FPL Design Costs			\$ 16,223	17,573	108.3%
Construction Engineering (KH)					
Total Phase 5 North Construction	\$ 5,890,000	\$ 8,055,000	\$ 80,323	\$ 22,573	28.1%
Phase 5 South Construction	\$ 6,750,000	\$ 10,545,000			
Preconstruction			\$ 59,100		
Construction					
Utility Costs (FPL, Comcast, AT&T)					
AT&T Design			\$ 5,000	5,000	100.0%
FPL Design Costs			\$ 19,283	20,633	107.0%
Construction Engineering (KH)					
Total Phase 5 South Construction	\$ 6,750,000	\$ 10,545,000	\$ 83,383	\$ 25,633	30.7%
Easement Acquisition/Abandonment	\$ 330,000	\$ 365,000			
<i>Kimley Horn Easement Assistance</i>					
<i>Easement Assistance</i>			\$ 218,600	\$ 177,774	81.3%
Easement Assistance			\$ 81,086	\$ 55,954	69.0%
<i>Surveys</i>					
Legal Sketch			\$ 41,080	\$ 10,816	26.3%
Jones Foster - Legal					
Recording Costs				\$ 646	
Easement Abandonment				\$ -	
Total Easement Acquisition Costs	\$ 330,000	\$ 365,000	\$ 340,766	\$ 245,190	72.0%
FEMA Grant		\$ (8,465,355)			
Total Phase 5 Costs	\$14,090,000	\$11,694,645	\$ 1,698,543	\$ 918,316	54.1%

Underground Utility Project Budget
Phase 6 Project Costs
January 31, 2021

	OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 6 Design					
Kimley Horn					
Task 1.1 Phase 6 North Design	\$ 420,000		\$ 475,019	\$ 152,006	32.0%
Task 1.2 Phase 6 South Design	\$ 940,000		\$ 826,551	\$ 264,496	32.0%
Task 1.3 Permitting Assistance North/South			\$ 17,694		0.0%
Task 1.4 Bid Phase Assistance North/South			\$ 35,938		0.0%
Task 1.6 Meetings North			\$ 84,791	\$ 15,854	18.7%
Total Phase 6 Design	\$ 1,360,000	\$ 1,440,000	\$ 1,439,993	\$ 432,356	30.0%
Utility and Construction Costs					
Phase 6 North Construction	\$ 4,790,000	\$ 6,615,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 15,868	15,868	100.0%
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 6 North Construction	\$ 4,790,000	\$ 6,615,000	\$ 15,868	\$ 15,868	100.0%
Phase 6 South Construction	\$ 10,270,000	\$ 12,298,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost			\$ 19,394	19,394	100.0%
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 6 South Construction	\$ 10,270,000	\$ 12,298,000	\$ 19,394	\$ 19,394	100.0%
Easement Acquisition/Abandonment	\$ 400,000	\$ 447,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 351,594	\$ 19,539	5.6%
Surveys					
Legal Sketch			\$ 58,415	\$ 403	0.7%
Jones Foster - Legal					
Recording Costs				\$ 422	
Easement Abandonment				\$ -	
Total Easement Acquisition Costs	\$ 400,000	\$ 447,000	\$ 410,009	\$ 20,364	5.0%
Total Phase 6 Costs	\$ 16,820,000	\$ 20,800,000	\$ 1,885,264	\$ 487,982	25.9%

Underground Utility Project Budget
Phase 7 Project Costs
January 31, 2021

	OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 7 Design					
Kimley Horn					
Task 1.1 Phase 7 North Design	\$ 450,000		\$ 492,488	\$ 118,197	24.0%
Task 1.2 Phase 7 South Design	\$ 480,000		\$ 630,830	\$ 75,700	12.0%
Task 1.3 Bid Phase Assistance North and South			\$ 35,938		0.0%
Task 1.4 Meetings North and South			\$ 77,616	\$ 519	0.7%
Total Phase 7 Design	\$ 930,000	\$ 1,237,000	\$ 1,236,872	\$ 194,416	15.7%
Utility and Construction Costs					
Phase 7 North Construction	\$ 5,140,000	\$ 7,005,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost					
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 7 North Construction	\$ 5,140,000	\$ 7,005,000	\$ -	\$ -	0.0%
Phase 7 South Construction	\$ 5,380,000	\$ 7,320,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost					
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 7 South Construction	\$ 5,380,000	\$ 7,320,000	\$ -	\$ -	0.0%
Easement Acquisition/Abandonment	\$ 280,000	\$ 348,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 346,459	\$ 4,724	1.4%
Surveys					
Legal Sketch					
Jones Foster - Legal					
American Acquisition Group					
Temp Services					
Recording Costs				\$ 250	
Total Easement Acquisition Costs	\$ 280,000	\$ 348,000	\$ 346,459	\$ 4,974	1.4%
Total Phase 7 Costs	\$ 11,730,000	\$ 15,910,000	\$ 1,583,331	\$ 199,390	12.6%

Underground Utility Project Budget
Phase 8 Project Costs
January 31, 2021

	OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 8 Design					
Kimley Horn					
Task 1.1 Phase 8 Design	\$ 1,010,000	\$ 1,151,000	\$ 1,029,017	\$ 102,902	10.0%
Task 1.2 Permitting Assistance			\$ 17,694		0.0%
Task 1.3 Bid Phase Assistance			\$ 14,430		0.0%
Task 1.4 Meetings			\$ 89,778	\$ 346	0.4%
Total Phase 8 Design	\$ 1,010,000	\$ 1,151,000	\$ 1,150,919	\$ 103,248	9.0%
Utility and Construction Costs					
Phase 8 Construction	\$ 10,990,000	\$ 13,107,000			
Preconstruction					
Construction					
Approved Change Orders					
FPL Design Cost					
ATT Design Cost					
Comcast Design Cost					
Utility Costs (FPL, Comcast, AT&T)					
Construction Engineering (KH)					
Total Phase 8 North Construction	\$ 10,990,000	\$ 13,107,000	\$ -	\$ -	0.0%
Easement Acquisition/Abandonment	\$ 300,000	\$ 242,000			
<i>Kimley Horn Easement Assistance</i>					
Easement Assistance			\$ 227,724	\$ 533	0.2%
Surveys					
Legal Sketch					
Jones Foster - Legal					
American Acquisition Group					
Temp Services					
Recording Costs				\$ 34	
Total Easement Acquisition Costs	\$ 300,000	\$ 242,000	\$ 227,724	\$ 567	0.2%
Total Phase 8 Costs	\$ 12,300,000	\$ 14,500,000	\$ 1,378,643	\$ 103,815	7.5%

Underground Utility Project Budget
Other Project Costs
January 31, 2021

Master Plan	Budget	Actual	% Expended
Task 1.1 - Data Collection & GIS Base Mapping	\$ 88,021	\$ 88,021	100.0%
Task 1.1a Data Collection for Future Communications	\$ 23,511	\$ 23,511	100.0%
Task 1.2 - Conceptual Design and Master Plan	\$ 161,756	\$ 161,756	100.0%
Task 1.3 - Project Sequencing and Phasing	\$ 31,244	\$ 31,244	100.0%
Task 1.4 - Assessment of Traffic Impacts	\$ 77,660	\$ 77,660	100.0%
Task 1.5 - Project Delivery Methods	\$ 17,448	\$ 17,448	100.0%
Task 1.6 - Master Plan Document	\$ 45,053	\$ 45,053	100.0%
Task 1.7 - Meetings Master Planning Phase	\$ 113,135	\$ 113,123	100.0%
Task 1.8 - Master Plan Second Half	\$ 40,067	\$ 40,067	100.0%
Subtotal Master Planning	\$ 597,895	\$ 597,883	100.0%
Comcast Preplanning - Master Plan		\$ 12,015	
Community Outreach	\$ 282,519	\$ 219,003	77.5%
Peer Review Study - Patterson & Dewar (\$50,000 Offsetting Revenue)	\$ 100,000	\$ 100,000	100.0%
Total Other Project Costs	\$ 980,414	\$ 928,901	94.7%

Debt Service and Related Debt Issuance Costs

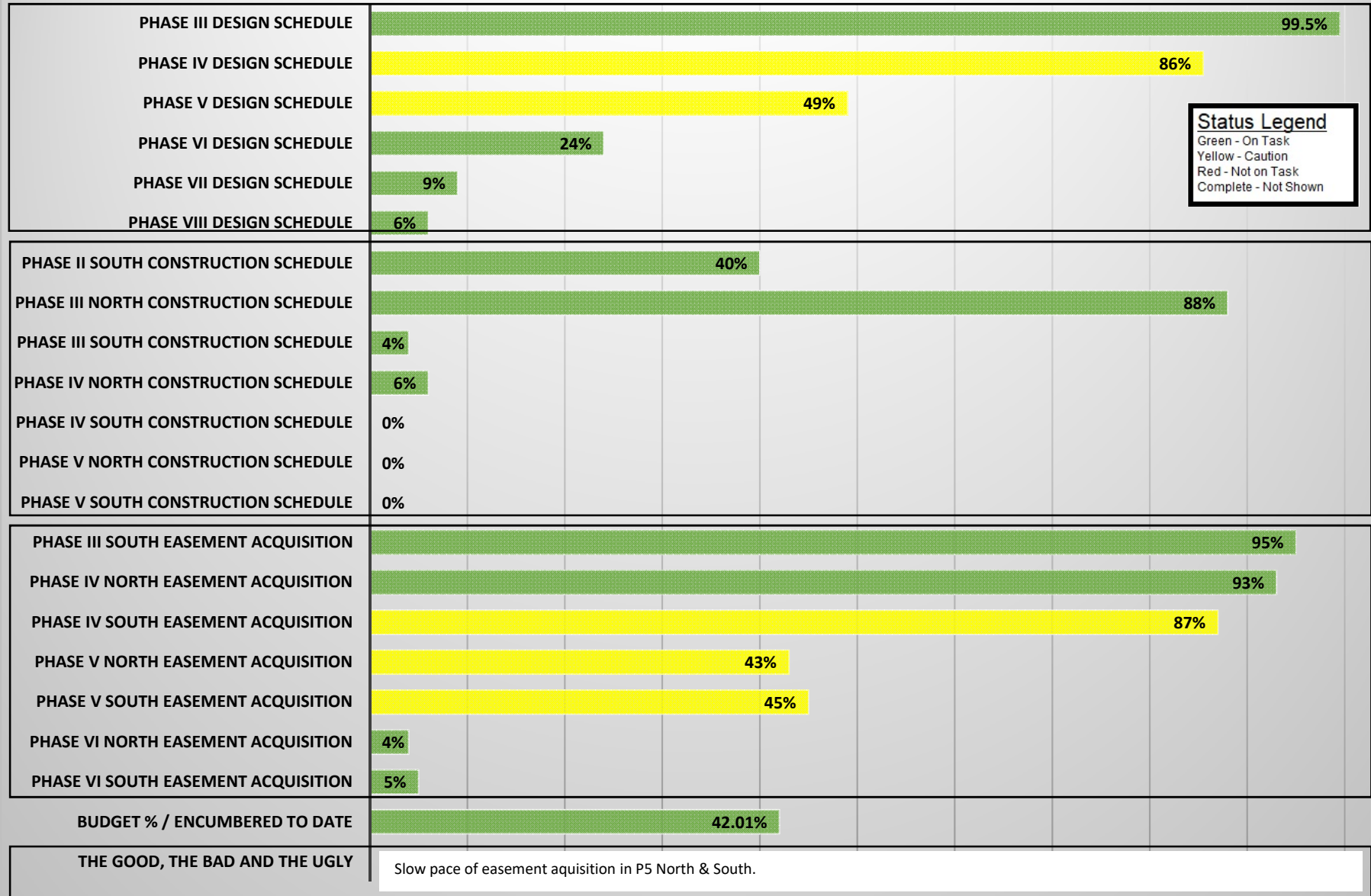
	Budget	Actual	% Expended
Commercial Paper Issuance Cost		\$ 195,366	
Commercial Paper Fees		\$ 52,252	
Commercial Paper Interest		\$ 243,096	
GO Bond Closing Costs		\$ 488,271	
GO Bond Debt Service	\$ 9,497,200	\$ 7,032,056	74.0%
Total Debt Service and Related Debt Issuance Costs	\$ 9,497,200	\$ 8,011,039	84.4%

Related Costs Outside of the Underground Project Budget

	Budget	Actual	% Expended
Costs paid from (307) Fund CIP			
Underground City of Lake Worth Section			
Project Design	\$ 25,231	\$ 24,430	96.8%
Project Construction	\$ 351,081	\$ 346,124	98.6%
Project Construction Engineering	\$ 11,607	\$ 12,849	110.7%
Utility Cost (FPL, Comcast, AT&T)	\$ 134,333	\$ 127,531	94.9%
Project Meeting Attendance	\$ 3,334	\$ 2,914	87.4%
Total Lake Worth Section	\$ 525,586	\$ 513,847	97.8%
Ibis Way PGD Improvements	\$ 14,583	\$ 14,583	100.0%
General Fund Costs			
Goldmacher v TPB Legal and Other Costs		\$ 183,701	
Kosberg v TPB Legal and Other Costs		\$ 590,621	
PBT Real Estate v TPB		\$ 159,408	
Gardner, Bist Bowden, Bush (Shef Wright)		\$ 24,799	
Temp Services - Easement acquisition	\$ 80,000	\$ 75,841	94.8%
Project Manager -Pay and benefits	\$ 599,707	\$ 490,877	81.9%
Telecommunications Consultant	\$ 89,000	\$ 83,210	93.5%
Peter Brandt (Contract Negotiations)	\$ 35,000	\$ 23,735	67.8%
Total Related Costs Outside of the Budget	\$ 1,343,876	\$ 2,160,621	160.8%

Town of Palm Beach - Underground Utility Project Dashboard - January 2021

0% 10% 20% 30% 40% 50% 60% 70% 80% 90% 100%



Status Legend

Green - On Task
Yellow - Caution
Red - Not on Task
Complete - Not Shown

U.S. Rate Forecasts

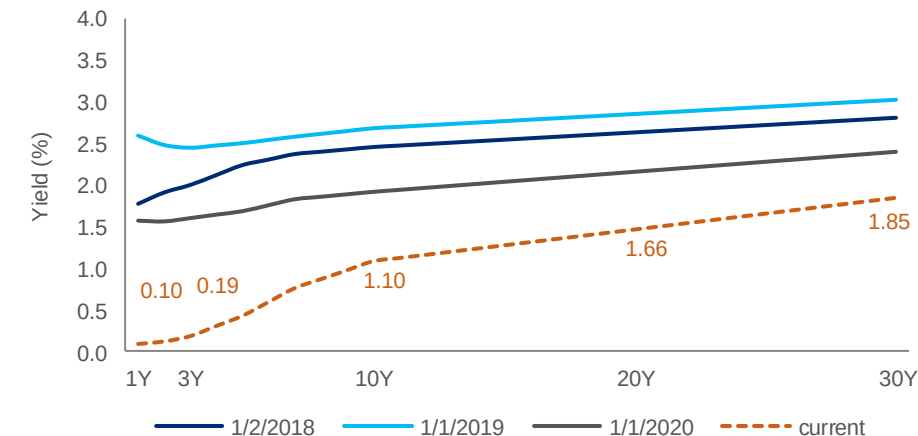
10-Year Treasury Yield Forecast

Citi is forecasting higher rates at year-end along with Economists' Consensus



US Treasury Yield Curve

Treasuries remain historically low despite selling-off following the Georgia runoff elections and prospect for \$1.9TR of additional stimulus



Rate Forecasts

5-Year Treasury	Current	1Q21	2Q21	3Q21	4Q21	1Q22	2Q22
Citi's Forecast	0.44%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%
Economists' Consensus		0.47%	0.55%	0.60%	0.66%	0.72%	0.76%

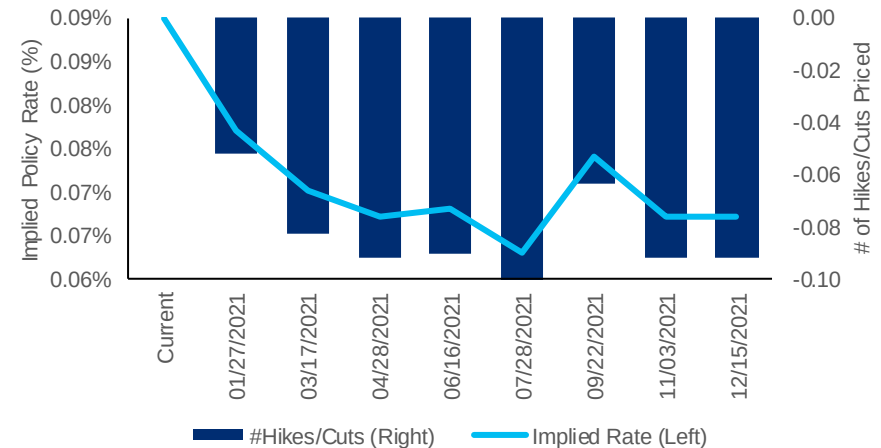
10-Year Treasury	Current	1Q21	2Q21	3Q21	4Q21	1Q22	2Q22
Citi's Forecast	1.10%	0.91%	1.10%	1.25%	1.35%	1.45%	1.45%
Economists' Consensus		1.07%	1.20%	1.23%	1.30%	1.35%	1.45%

30-Year Treasury	Current	1Q21	2Q21	3Q21	4Q21	1Q22	2Q22
Citi's Forecast	1.85%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%
Economists' Consensus		1.79%	1.90%	1.94%	2.00%	2.05%	2.10%

Fed Funds	Current	1Q21	2Q21	3Q21	4Q21	1Q22	2Q22
Citi's Forecast	0.25%	0.25%	0.25%	0.25%	0.30%	0.30%	0.30%
Economists' Consensus		0.25%	0.25%	0.25%	0.30%	0.30%	0.30%

Expectations of Fed Change in Interest Rates (Market View)

The market is pricing in the potential for lower rates by the end of 2021



Source: Current rates and expectation of Fed hike as of January 22, 2021; expectations use the median of economists forecasts; Citi forecasts as of January 21, 2021 (10-Year) and as of December 21, 2021 (5-Year, 30-Year), Bloomberg forecasts as of January 22, 2021.

TOWN OF PALM BEACH

Information for Town Council Meeting on: February 9, 2021

TO: Mayor and Town Council

VIA: Kirk Blouin, Town Manager

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

RE: Authorization to Execute Easement and Use Agreement at 1060 North Lake Way for Florida Power & Light as Part of the Town-Wide Overhead Utility Undergrounding Phase 4-North
Resolution No. 023-2021

DATE: January 8, 2021

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 023-2021 granting an easement to Florida Power & Light (FPL) upon Town owned land located at 1060 North Lake Way, the D-10 Storm Water Pump Station.

GENERAL INFORMATION

Staff is requesting that Town Council approve an easement location to place FPL switch cabinets at the D-10 Storm Water Pump property as a result of the unsuccessful attempts to obtain easements from nearby property owners within the Phase 4-North area along North Lake Way. Letters were sent to the residents, and meetings were held over multiple months requesting an easement location to place the FPL switch cabinets, the Town's requests were denied.

Additionally, title searches were performed to review the possibility for setting the equipment along Lake Trail. This research indicated no easements or rights-of-way existed along the trail that would allow placement of the cabinets. Furthermore, the residents would not provide any easement space in this area. Staff and the Consultants also engaged elected officials and task force members to speak with the property owners. At avenues for the easement requests were unsuccessful. The sketch and legal description of the proposed easement is provided by AVIRON & Associates, Inc.

FUNDING/FISCAL IMPACT

There is no funding/fiscal impact related to this item.

TOWN ATTORNEY REVIEW

This item has been reviewed by the Town Attorney.

Attachment

cc: Patricia Strayer, P.E., Town Engineer
Jason Debrincat, P.E., Senior Project Engineer
Michael Roach, P.E., Project Engineer

RESOLUTION NUMBER 023-2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN EASEMENT AND USE AGREEMENT BETWEEN THE TOWN OF PALM BEACH AND FLORIDA POWER & LIGHT (FPL) AT 1060 NORTH LAKE WAY FOR ACCESS, AND MAINTENANCE OF FPL EQUIPMENT.

* * * * *

WHEREAS, the Town is constructing and operating an FPL equipment at the 1060 North Lake Way property; and

WHEREAS, FPL has requested that the Town of Palm Beach grant an easement to FPL to access and maintain the transformer equipment that services 1060 North Lake Way and other properties within the Town-wide Utility Undergrounding Project; and

WHEREAS, the installation of the conduit and wires and equipment are necessary to operate and provide power to multiple properties within Phase 4 North and Phase 7 North of the Town-wide Utility Undergrounding Project.

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

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

Section 2. Town Manager is hereby authorized to execute an easement between the Town of Palm Beach and Florida Power & Light Company.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 9th day of February.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

UNDERGROUND EASEMENT (BUSINESS)

Parcel I.D. **50-43-43-03-00-004-0030**

Sec. 3, Twp 43 S, Rge 43E

(Maintained by County Appraiser)

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company ("FPL"), Bellsouth Telecommunications, LLC, Comcast Corporation, and the Town of Palm Beach, together with the affiliates, licensees, agents, successors, and assigns of the above named entities, a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility, communications, and cable distribution facilities (including cables, conduits, appurtenant equipment, and appurtenant above ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them, within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation on behalf of the above named entities, and their affiliates, licensees, agents, successors, and assigns, to attach or place wires to or within any facilities hereunder and lay cable and conduit within the easement area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under, and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 2021.

Signed, sealed, and delivered in the presence of:

Town of Palm Beach
(Entity Name)

(Witness' Signature)

By: _____
(Grantor's signature)

Print Name: _____
(Witness)

Print Name: Kirk W. Blouin, Town Manager

Print Address: 360 South County Road
Palm Beach, FL 33480

(Witness' Signature)

Print Name: _____
(Witness)

STATE OF FLORIDA AND COUNTY OF PALM BEACH. The foregoing instrument was acknowledged before me
this _____ day of _____, 20____, by _____, the
_____ of _____ a _____
_____, who is personally known to me or has produced _____ as identification, and who
did (did not) take an oath.

(Type of Identification)

My Commission Expires:

Notary Public, Signature
Print Name: _____

EXHIBIT A**SKETCH AND DESCRIPTION
UNDERGROUND UTILITY EASEMENT**

A PORTION OF GOVERNMENT LOT 4
SECTION 3, TOWNSHIP 43 SOUTH, RANGE 43 EAST
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA

LAND DESCRIPTION:

A portion of Government Lot 4, Section 3, Township 43 South, Range 43 East, being described as follows:

BEGIN at the northeast corner of Lot 15-A, PLAT OF CORAL ESTATES, according to the Plat thereof as recorded in Plat Book 22, Page 27 of the Public Records of Palm Beach County, Florida; thence West along the north line of said Lot 15-A a distance of 93.84 feet to the west line of lands described in O.R.B. 23851, Page 1807; thence North along said west line 11.00 feet; thence East 72.00 feet; thence North 18.00 feet; thence East 24.67 feet to the west right-of-way line of Lake Way, as now laid out and in use; thence Southerly along said right-of-way line 29.14 feet to the POINT OF BEGINNING.

Said land lying in Palm Beach County, Florida and contains 1,466 square feet, more or less.

SURVEYOR'S REPORT:

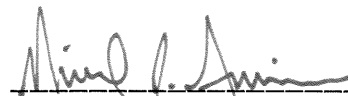
1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
5. Abbreviation Legend: L.B. = Licensed Business; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PCN = Parcel Control Number; PG. = Page; P.S.M. = Professional Surveyor & Mapper; P.O.B. = Point of Beginning; R/W = Right of Way; U.E. = Utility Easement.

CERTIFICATION:

I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Standards of Practice set forth in Chapter 5J-17.050 through 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 12/8/2020

**NOT VALID WITHOUT
SHEETS 1 AND 2**



MICHAEL J. AVIOM, P.S.M.
Florida Registration No. 7253
AVIOM & ASSOCIATES, INC.
L.B. No. 3300

REVISIONS**AVIOM & ASSOCIATES, INC.
SURVEYING & MAPPING**

50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594 / www.AVIOMSURVEY.com

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JOB #: **10194-4.408**

SCALE: 1" = 20'

DATE: 12/08/2020

BY: M.J.A.

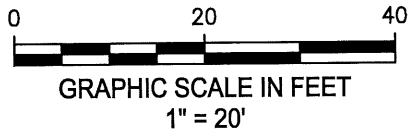
CHECKED: D.E.B.

F.B. --- PG. ---

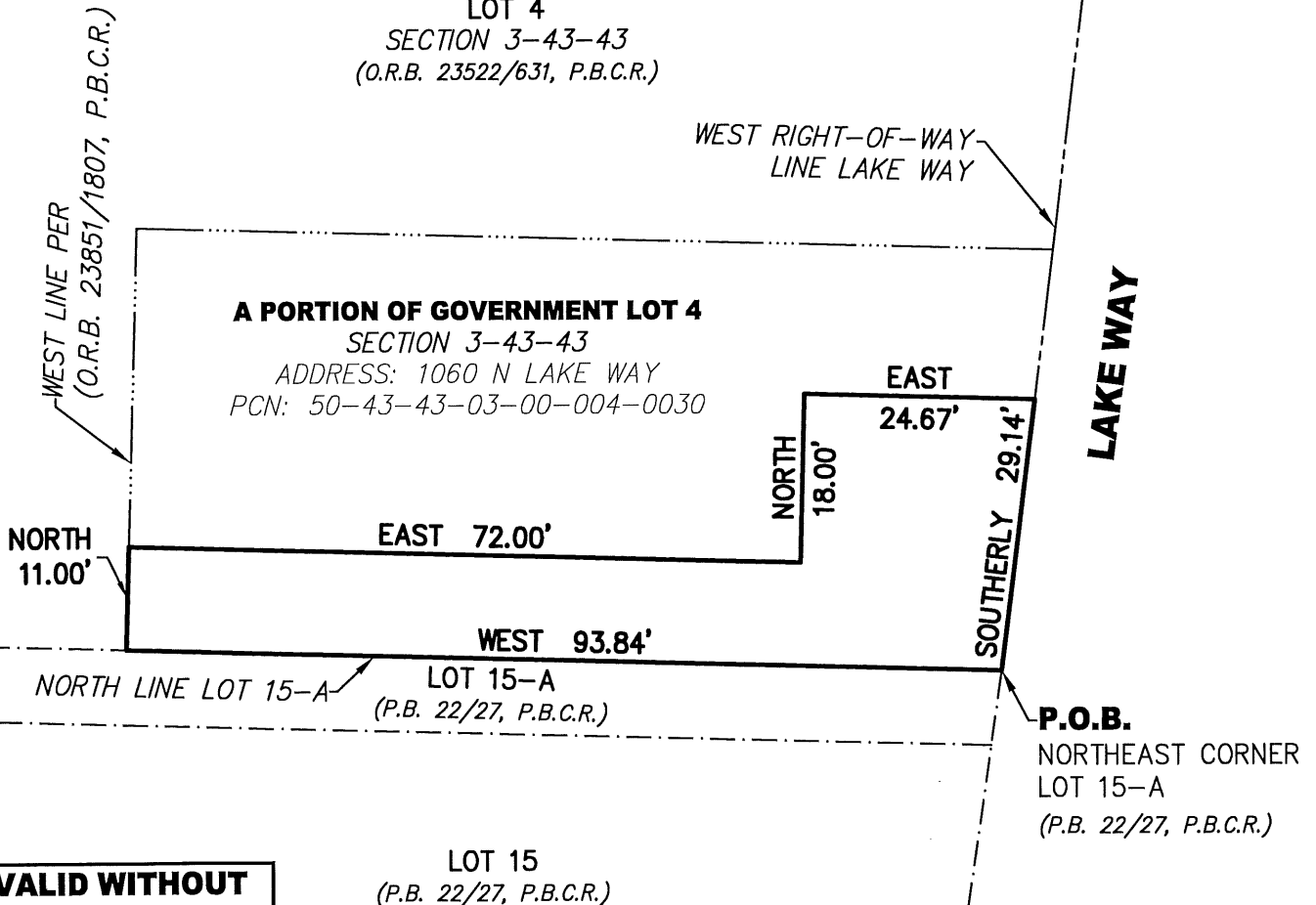
SHEET: **1 OF 2**

EXHIBIT A**SKETCH AND DESCRIPTION
UNDERGROUND UTILITY EASEMENT**

A PORTION OF GOVERNMENT LOT 4
SECTION 3, TOWNSHIP 43 SOUTH, RANGE 43 EAST
TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA



A PORTION OF GOVERNMENT
LOT 4
SECTION 3-43-43
(O.R.B. 23522/631, P.B.C.R.)



**NOT VALID WITHOUT
SHEETS 1 AND 2**

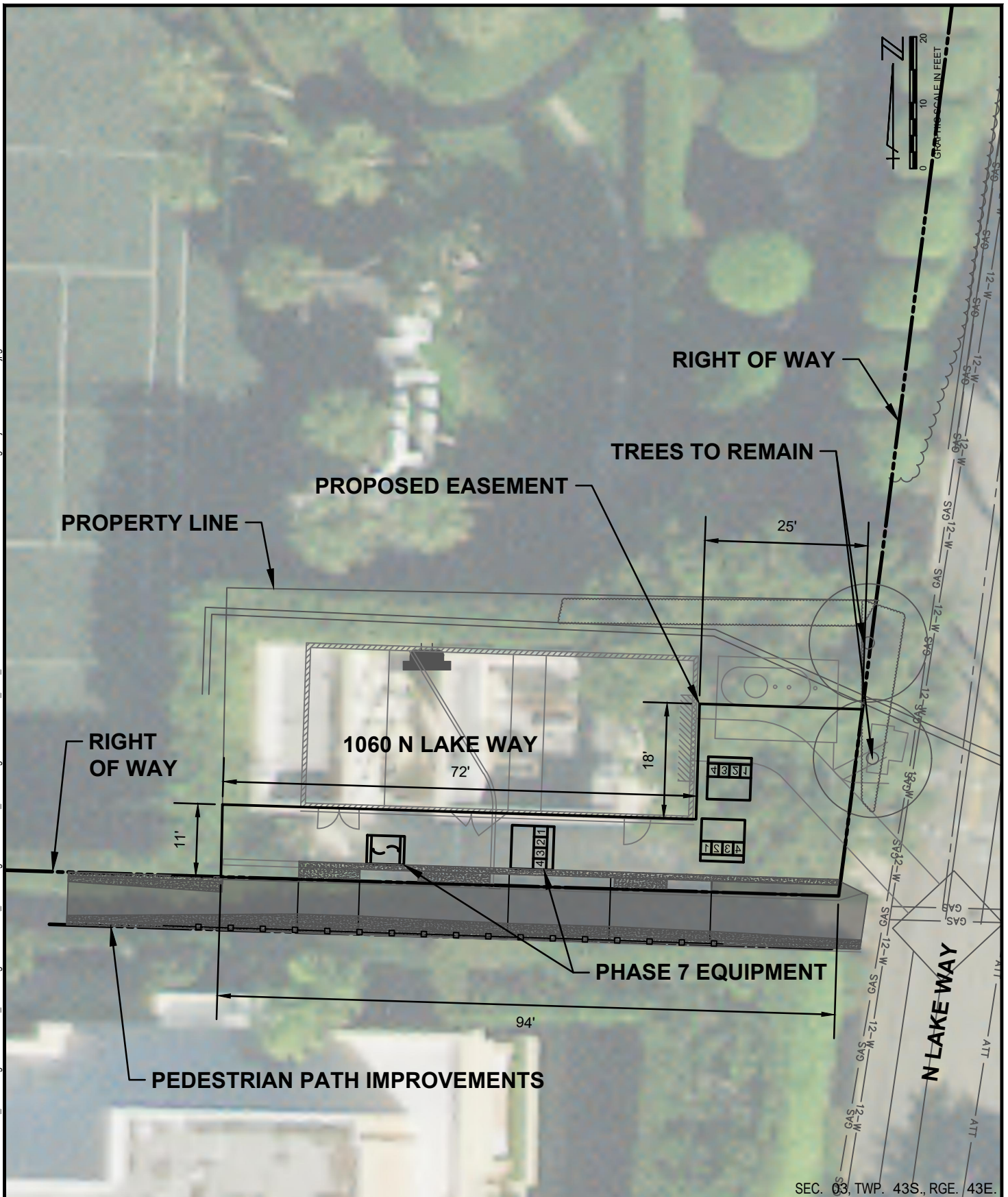
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JOB #:	10194-4.408
SCALE:	1" = 20'
DATE:	12/08/2020
BY:	M.J.A.
CHECKED:	D.E.B.
F.B.	PG. --
SHEET:	2 OF 2

DWG: F:\khorikhorun4\Cad\dwg\EASEMENTS.dwg PLOT DATE: Nov 03, 2020 - 3:52pm
 XREFS: UND4CS01_md01.dwg UND4CS01_UT01.dwg UND4CS01_BM01.dwg UND4CS01_BM02.dwg IMAGES: F:_REF_DATA\BPCOAerials\2019\Area Center\East.sid ...img\Project Area Full Res.jpg



SCALE: AS SHOWN	FL. E.B. NO. 48	FL. L.B. NO. 48	TOWN OF PALM BEACH UNDERGROUNDING PHASE 4 NORTH EASEMENT EXHIBIT PALM BEACH COUNTY, FL	DATE: 2020
FIELD: ----	MOCK•ROOS CONSULTING ENGINEERS 5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248		P.A. NO. B5040.40	
DRAWN: SMR			DR. NO. 4668	
APPR: SMR			ADD: 1060 N LAKE WAY	

TOWN OF PALM BEACH

Information for Town Council Meeting on: February 9, 2021

TO: Mayor and Town Council

VIA: Kirk Blouin, Town Manager

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

RE: Authorization to Execute Easements and Use Agreements at Four Locations on Town Owned Properties for Florida Power & Light as Part of the Town-Wide Overhead Utility Undergrounding Phase 4-South
Resolution No. 024-2021

DATE: January 26, 2021

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 024-2021 granting easements to Florida Power & Light (FPL) upon Town owned land located at 360 South Ocean Boulevard, the Town of Palm Beach parking lot on Australian Avenue, 359 South County Road, and 400 South County Road.

GENERAL INFORMATION

Staff is requesting that Town Council approve easement locations to place FPL equipment within the Phase 4-South area upon Town-owned land located at 360 South Ocean Boulevard, the Town of Palm Beach parking lot on Australian Avenue, 359 South County Road, and 400 South County Road. These locations assist in moving Phase 4-South closer to construction.

Staff will present the proposed locations for discussion during the Town Council meeting as part of the Town-wide Utility Undergrounding Update. Legal descriptions will be ordered and prepared once Town Council provides guidance on the final locations of the equipment. Staff is requesting, once Town Council approves proposed locations, that the Town Manager be granted the ability to approve the final easement documents.

FUNDING/FISCAL IMPACT

There is no funding/fiscal impact related to this item.

TOWN ATTORNEY REVIEW

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

Attachments

cc: Jay Boodheshwar, Deputy Town Manager
Patricia Strayer, P.E., Town Engineer
John Randolph, Esq., Town Attorney

RESOLUTION NUMBER 024-2021

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO EXECUTE EASEMENTS AND USE AGREEMENTS BETWEEN THE TOWN OF PALM BEACH AND FLORIDA POWER & LIGHT (FPL) UPON TOWN OWNED LAND LOCATED AT 360 SOUTH OCEAN BOULEVARD, TOWN OF PALM BEACH PARKING LOT ON AUSTRALIAN AVENUE, 359 SOUTH COUNTY ROAD, AND 400 SOUTH COUNTY ROAD.

* * * * *

WHEREAS, the Town is constructing and operating FPL equipment upon Town owned land located at 360 South Ocean Boulevard, Town of Palm Beach parking lot on Australian Avenue, 359 South County Road, and 400 South County Road.

WHEREAS, FPL has requested that the Town of Palm Beach grant easements to FPL to access and maintain the equipment that services multiple properties within the Town of Palm Beach; and

WHEREAS, the installation of the conduit and wires, and equipment are necessary to operate and provide power to the Town Wide Undergrounding Phase 4-South Project.

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

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

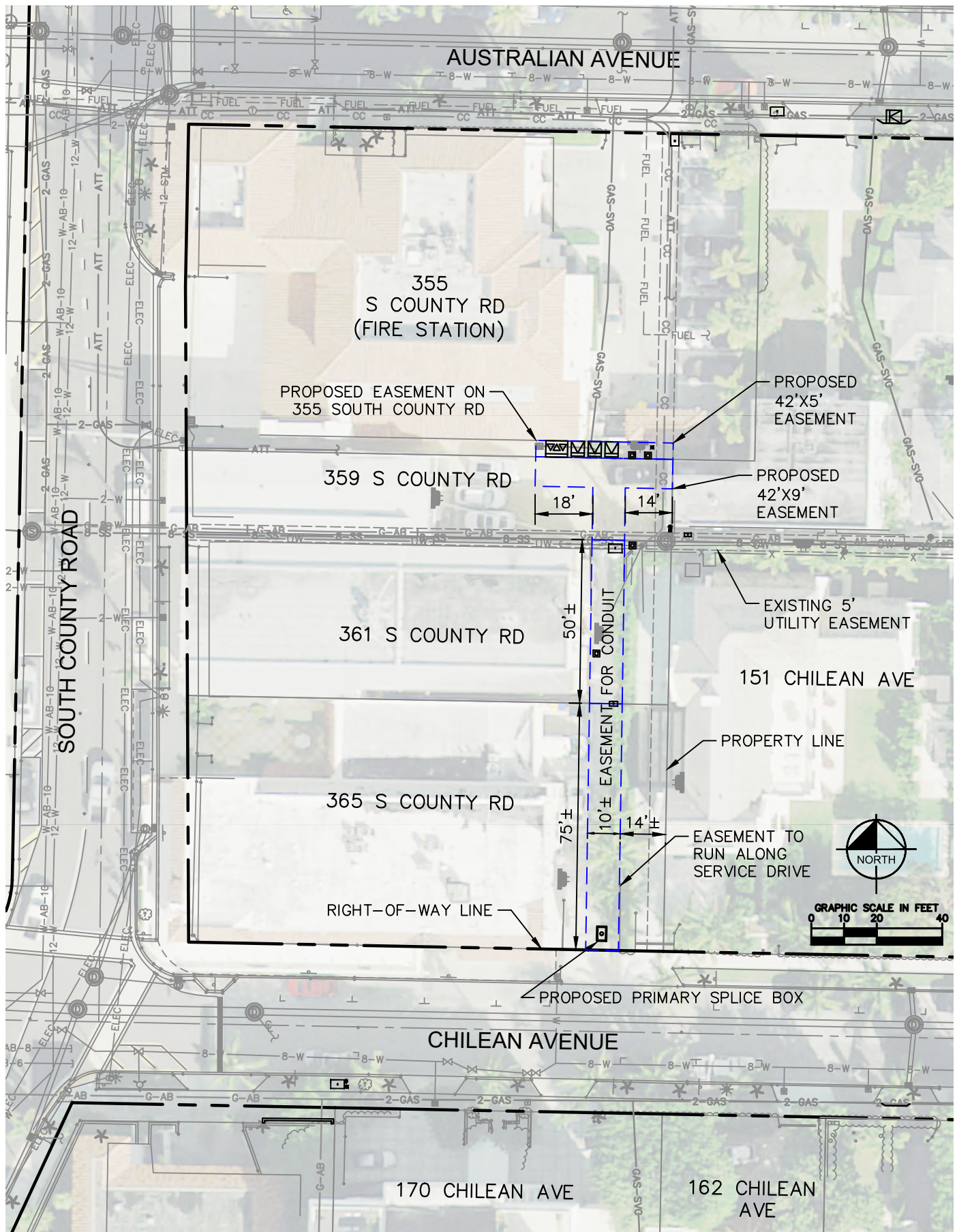
Section 2. Town Manager is hereby authorized to execute easements between the Town of Palm Beach and Florida Power & Light Company.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 9th day of February.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk



SCALE: AS SHOWN
DESIGNED BY BAJ
DRAWN BY DTC
CHECKED BY KMS

Kimley»Horn

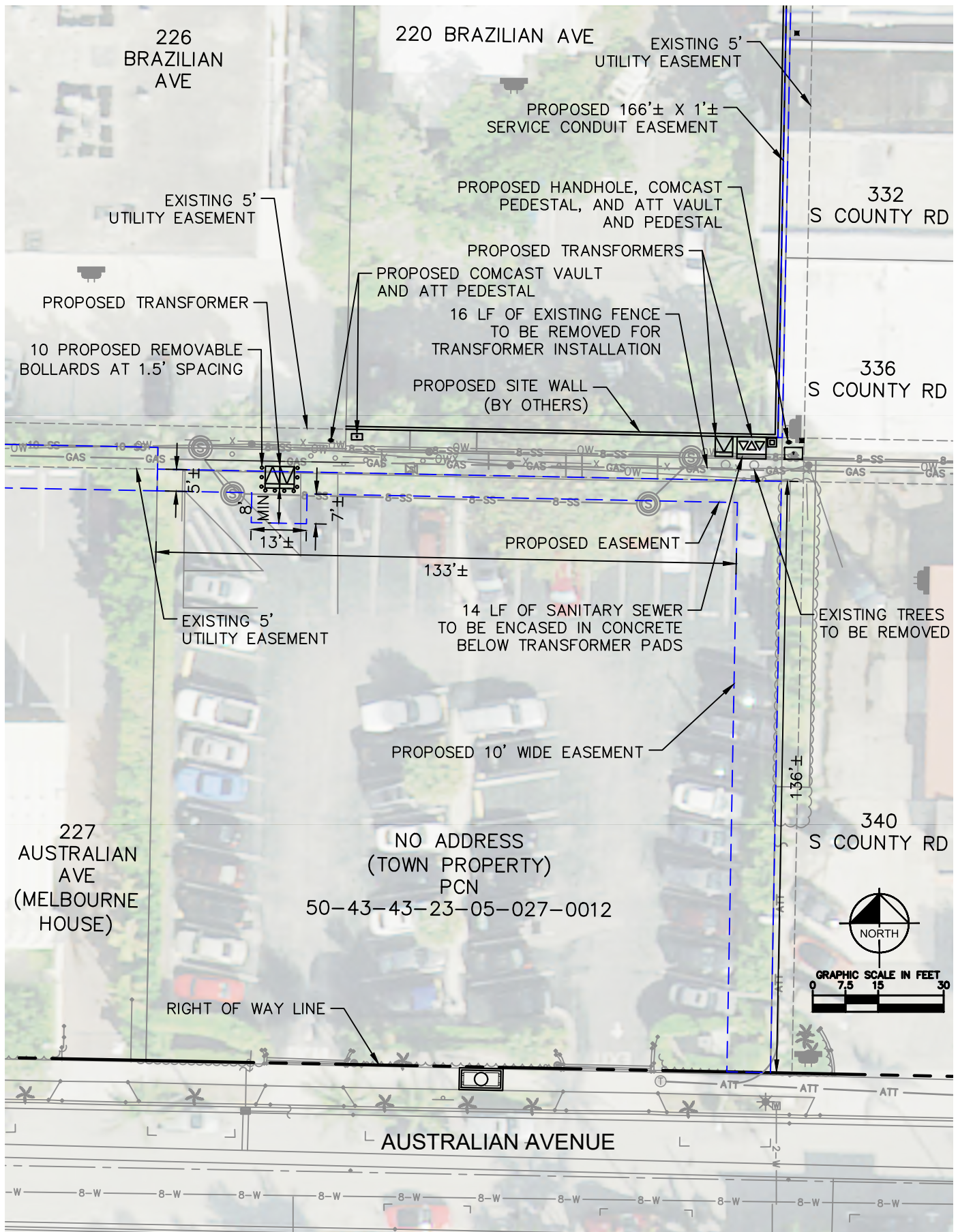
© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411
PHONE: 561-845-0665 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM CA 00000696

02/25/2020
PROJECT NO.
044063219

359 S COUNTY RD (2)
PREPARED FOR THE
TOWN OF PALM BEACH
PALM BEACH
FLORIDA

DESIGN ENGINEER:
FLORIDA P.E. LICENSE NUMBER:
DATE:

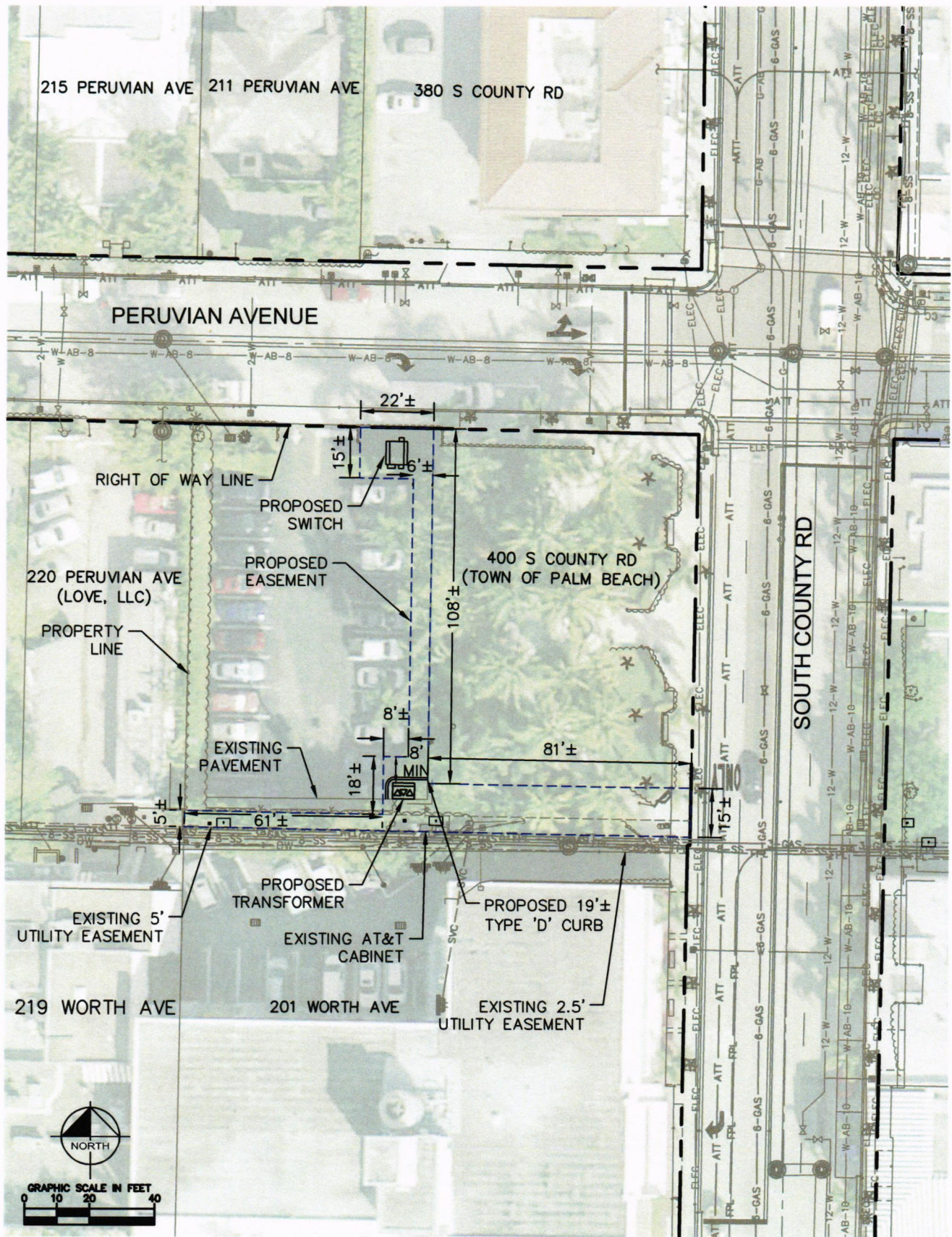
SHEET NUMBER
TX-45, 46,
46.5, 47
214



SCALE: AS SHOWN	 © 2020 KIMLEY-HORN AND ASSOCIATES, INC. 1920 WEKIVA WAY SUITE 200, WEST PALM BEACH, FL 33411 PHONE: 561-845-0665 FAX: 561-863-8175 WWW.KIMLEY-HORN.COM CA 0000696	03/18/2020	TOWN OF PALM BEACH PARKING LOT PREPARED FOR THE TOWN OF PALM BEACH PALM BEACH FLORIDA	DESIGN ENGINEER:	SHEET NUMBER TX-57, 58, 215 58.5
DESIGNED BY BAJ		PROJECT NO. 044063219		FLORIDA P.E. LICENSE NUMBER:	
DRAWN BY DTC				DATE:	
CHECKED BY KMS					

Drawing name: K:\WPB_Civil\044063219 - Phase 4 Undergrounding\Phase 4 South\CAD\Easement Exhibits\PlanSheets\TX-01 ADDRESS.dwg 400 SOUTH COUNTY ROAD Jun 28, 2021 9:13am by: Brady.Lane

This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



SCALE: AS SHOWN
DESIGNED BY: BAJ
DRAWN BY: BUL
CHECKED BY: KMS

Kimley»Horn

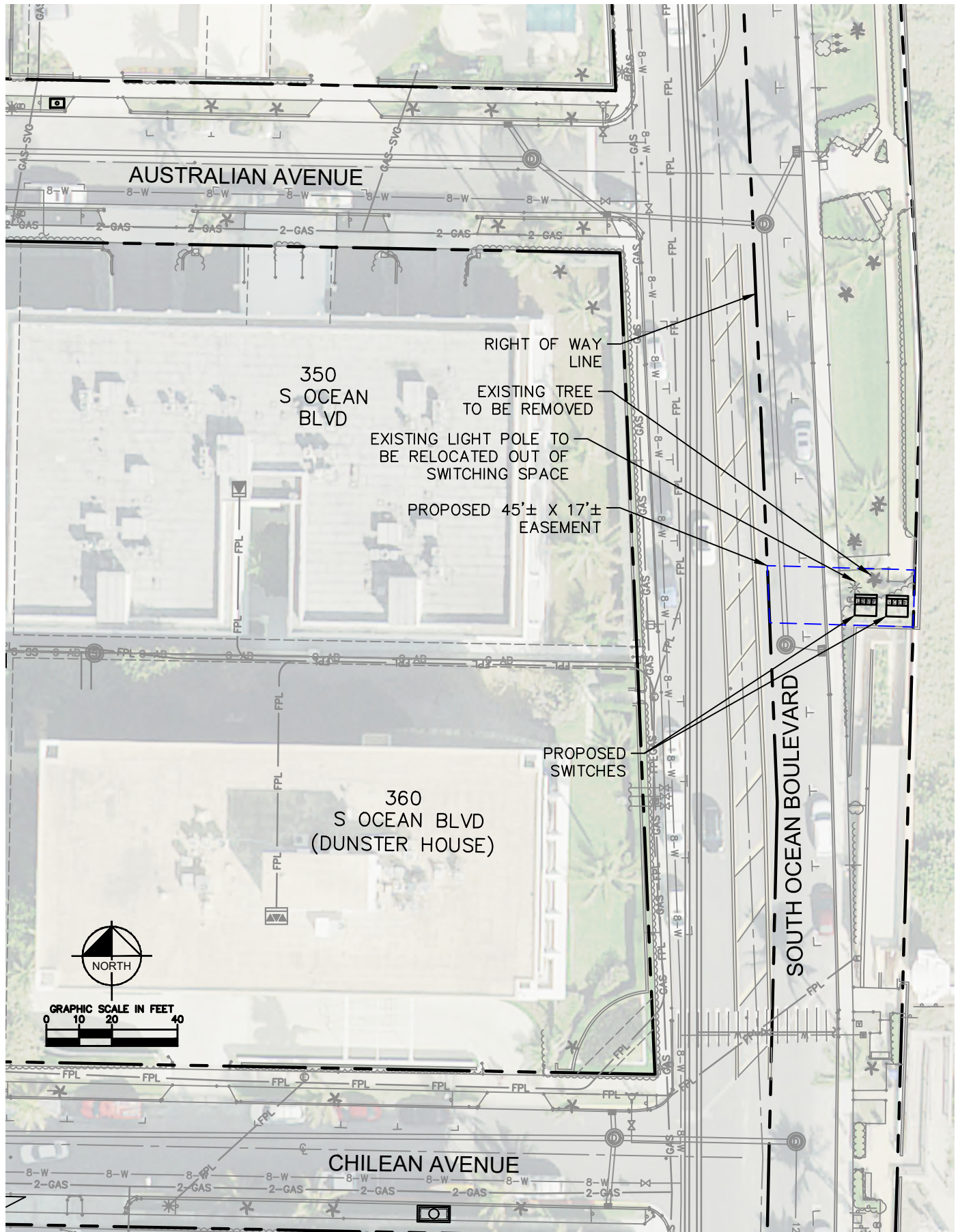
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PHONE: 561-845-0665 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM CA 00000696

01/28/2021
PROJECT NO.
044063219

400 SOUTH COUNTY ROAD
PREPARED FOR THE
TOWN OF PALM BEACH
PALM BEACH FLORIDA

DESIGN ENGINEER:
FLORIDA P.E. LICENSE NUMBER:
DATE:

SHEET NUMBER



SCALE: AS SHOWN
DESIGNED BY BAJ
DRAWN BY DTC
CHECKED BY KMS

Kimley»Horn

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01/26/2021
PROJECT NO.
044063219

360 SOUTH OCEAN BLVD

PREPARED FOR THE
TOWN OF PALM BEACH

PALM BEACH FLORIDA

DESIGN ENGINEER:
FLORIDA P.E. LICENSE NUMBER:
DATE:

SHEET NUMBER
SW-103, 104
217

TOWN OF PALM BEACH

Town Council Meeting on: February 9, 2021

Section of Agenda

Regular Agenda - Old Business

Agenda Title

2021 Reach 7/Phipps Ocean Park Beach Nourishment Project Update.

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum Dated February 4, 2021, from H. Paul Brazil, P.E.,
Director of Public Works**
- ▣ **Settlement Agreement**
- ▣ **Attachment "A"**
- ▣ **Attachment "B"**
- ▣ **Attachment "C"**
- ▣ **Letter Dated February 7, 2021, from the 2000 and 2100 Condominium
Associations**

TOWN OF PALM BEACH

Information for Town Council Meeting on: February 9, 2021

TO: Mayor and Town Council

VIA: Kirk Blouin, Town Manager

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

RE: 2021 Reach 7/Phipps Ocean Park Beach Nourishment Update

DATE: February 4, 2021

STAFF RECOMMENDATION

Town staff is seeking guidance on the proposed agreement with 2000 and 2100 Sloan's Curve condominiums regarding construction of the 2021 Reach 7/Phipps Ocean Park Beach Nourishment Project.

GENERAL INFORMATION

Town staff received a draft "settlement agreement" from Joseph Goldstein with Shutts and Bowen LLP, legal counsel for the 2000 and 2100 Sloan's Curve condominiums on February 4, 2021. The condominium representatives are Association Presidents, Jeffrey Brodsky (2000 Sloan's Curve) and Michael Fullwood (2100 Sloan's Curve).

The purpose of the "Settlement Agreement" is to provide mitigation for the damages that the condominium representatives feel will occur if the Town dredges the offshore borrow area north of their property. Please realize that this borrow area was previously dredged for the last Phipps project and no increased erosion of their shoreline occurred. Our consultants and the engineering staff of the Florida Department of Environmental Protection (FDEP) agree on this point. The shoreline in this area is in good condition and the sand from previous dune projects is still present.

The condominium representatives have indicated that they will appeal the issuance of an Individual Project Approval (IPA) if the Town does not agree to their terms. This will put at risk as much as \$10,000,000 of FEMA grant money for this storm restoration work. Beaches in Reach 3, 4, 7, 8, and 9 (Town of South Palm Beach) would not receive storm protection this year. The Town's Coastal Management Program budget does not have sufficient funds to replace the FEMA funding.

Following an initial review of the proposed agreement, Town staff has identified some notable items of concern within the document. These include, but are not limited to, the following Town commitments requested by the Sloan's Curve condominiums:

- Triggers for restoration regardless of the cause of the erosion for 5 years (not provided for any other properties within the Town);
- Five (5) years of physical monitoring, including quarterly physical monitoring instead of annual monitoring (beyond typical regulatory requirements);
- Pursue expansion of the Phipps Ocean Park Beach Nourishment Project to include the Sloan's Curve condominiums through a supplemental Environmental Impact Statement (EIS) effort; and

- Pursue expansion of the Phipps Ocean Park Beach Nourishment Project to include the Sloan's Curve condominiums through a supplemental Environmental Impact Statement (EIS) effort; and
- Pursue a structural solution for the Sloan's Curve condominiums shoreline.

The Town Council adopted 10-year Coastal Management Plan does not include the additional monitoring, construction, or additional studies as requested in the draft settlement agreement. The EIS and structural solution activities identified would likely have a timeline with no reasonable ending and a cost with no foreseeable limit. The Town has already been informed by the State and Federal regulatory agencies regarding both, beach nourishment, and erosion-control coastal structures in the Sloan's Curve area, that the purpose and need for such actions cannot be justified for regulatory approvals even with mitigation. For these reasons, and others, Town staff cannot recommend Town Council enter into such an agreement.

The Condominium representatives have indicated that they will appeal the issuance of an Individual Project Approval (IPA) if the Town does not agree to their terms. This will put at risk as much as \$10,000,000 of FEMA grant money for this storm restoration work. Beaches in Reach 3, 4, 7, 8, and 9 (Town of South Palm Beach) would not receive storm protection this year. The Town's Coastal Management program budget does not have sufficient funds to replace the FEMA funding.

Staff will update the Mayor and Town Council as the regulatory approval process progresses.

FUNDING/FISCAL IMPACT

Because the FEMA relief funds are expiring, the Town will lose the 75% cost share. Based on the contract awarded for beach nourishment and the dune restoration, this shared cost is on the order of \$10,000,000. The exact amount will be based on the volume of sand that we can place at the time of the project. Should these funds be lost, and the Town chooses to construct the hurricane relief projects, the Town would need to fund these projects through means outside of the Coastal Fund as the Town's Coastal Management Program budget accounted for the FEMA cost sharing.

TOWN ATTORNEY REVIEW

The proposed agreement between the Town and the 2000 and 2100 Sloan's Curve condominiums has been reviewed by the Town Attorney who will be available for your questions.

Attachments

cc: Shore Protection Board Members
 Patricia Strayer, P.E., Town Engineer
 Robert Weber, Coastal Program Manager

DRAFT 02-03-2021 (8:09 PM)
SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Settlement Agreement” or “Agreement”) is entered into between the Town of Palm Beach (the “Town” or “Palm Beach”), and The 2000 Condominium Association, Inc. and The 2100 Condominium Association, Inc. (the “Condominium Associations”) (collectively, the “Parties”) with an effective date as described herein.

WHEREAS, Palm Beach is a municipal corporation and body politic within the State of Florida located in Palm Beach County, Florida.

WHEREAS, Condominium Associations are representing owners of properties that border on the Atlantic Ocean in Palm Beach County and are within the jurisdiction of the Town. The Condominium Associations’ contiguous properties extend from the state-labeled Reference Monuments (“R”) R-116+990 to R-118+740 along the shoreline.

WHEREAS, Palm Beach and the State of Florida Department of Environmental Protection (“DEP”) and the Florida Fish and Wildlife Conservation Commission have entered into a Palm Beach Island Beach Management Agreement (“BMA”) to coordinate beach management activities within the BMA Area as defined in Article C of the BMA pursuant to Sections 161.101, 403.061, and 403.0752, Florida Statutes.

WHEREAS, on or about December 16, 2020, Palm Beach submitted to DEP an Individual Project Approval Permit Number: 0328802-010-BMA (“IPA”) to re-nourish a previously authorized beach template by placing beach-compatible sand from approximately R-119 to R-127. The proposed project includes dredging approximately 495,000 cubic yards of beach compatible sand from the authorized borrow area (“South Borrow Area 2”) and placement along an approximately 1.6-mile segment of beach between FDEP monuments R-119 and R-127.

WHEREAS, the Condominium Associations have submitted objections to Town and DEP regarding the IPA and have indicated that absent resolution of such objections they would file a petition for an administrative proceeding under sections 120.569 and 120.57 of the Florida Statutes, challenging that the proposed regulatory agency action on the IPA does not comply with the terms of the BMA and applicable statutory provisions (the “Dispute”).

WHEREAS, the Parties desire to settle the Dispute and to avoid future litigation on these issues because it is in the best interest of both, without any admission of error, liability, or wrongdoing.

WHEREAS, the Parties have identified a mutually beneficial solution, without attribution of cause, and recognize that it is to their mutual benefit, and the benefit of the public, to work cooperatively to implement that solution.

WHEREAS, the parties have settled upon a solution on engineering, permitting, funding, monitoring, management, maintenance and renourishment of Condominium Associations’ and

Palm Beach's beaches.

WHEREAS, this settlement agreement is intended to and shall resolve all issues raised in the Dispute or related to the subject matter of the Dispute; however, this Agreement shall not prevent or prohibit the Condominium Associations from objecting to or legally challenging other or future Town projects or agency approvals not included within the terms of this IPA

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree, as follows:

A. Recitals. The foregoing recitals are incorporated herein by reference; provided however, that to the extent any conflict may exist, the terms of the Agreement below shall take precedence over the recitals.

B. Effective Date. This Agreement shall become effective on the date it is executed by all the Parties. The last date of execution by all the Parties shall be known as the "Effective Date" of this Agreement.

C. Definitions. The terms used in this document are defined as follows:

1. "Agreement" or "Settlement Agreement" means this agreement to settle the Dispute as of the Effective Date.

2. "Claims" means all issues raised in the Dispute or related to the subject matter of the Dispute.

3. "Renourishment Project" means a renourishment project undertaken by Palm Beach as described in this Agreement and continuing for a period of up to five (5) years as required herein subsequent to the dredge event authorized in the IPA. Any Renourishment Project shall also include vegetation, maintenance and monitoring with appropriate dune vegetation to stabilize dune sand renourishment. The Town shall be responsible for all costs of such Renourishment Project, absent obtaining funds from sources other than the Condominium Associations.

4. "Quarterly Beach Monitoring" means the monitoring in January, April, July, and October pursuant to the physical monitoring plan in the BMA and IPA for a period of five (5) years following the dredge event authorized in the IPA. The Town shall be responsible for all costs of such Quarterly Beach Monitoring, absent obtaining funds from sources other than the Condominium Associations.

D. Settlement Terms. The Parties agree to settle the Dispute upon the following terms:

1. The Town shall place the sand dune nourishment at the Condominium Associations' properties ~~as shown in the IPA plans~~ by May 1, 2021 pursuant to the BMA and as described and depicted in the Town's Bid Documents for Bids 2020-01 and 02, 2020-07 and 2020-08 and contracts pursuant to those Bid Documents. This dune placement shall consist of

fifteen thousand cubic yards of sand identified in the IPA stockpile for this site and shall be consistent with Attachment C of the BMA. All Renourishment provisions contained in this Agreement are supplemental to ~~the~~this required ~~IPA~~ sand placement at the dunes and beach owned by the Condominium Associations.

2. Reduction in Dredge Volume. The Town shall dredge no more than 570,000 cubic yards of beach compatible sand from the authorized borrow area (South Borrow Area 2) which is approximately fifteen percent (15%) more than the allowable placement volume, equal to 150% of the FDEP Project's IPA requested placement quantity of 495,000 CY.

3. Revision of Dredge Area. The dredge area shall be further revised so it is 160 feet offset to the East and 620 feet to the South from the revised IPA submission as depicted on Attachment "A" attached hereto and made part hereof.

4. As part of the IPA project, the Town shall place a minimum of fifteen thousand (15,000) cubic yards of sand at the Phipps Ocean Park property, which sand shall be stockpiled and dedicated to ~~an initial~~a Renourishment Project for the Condominium Associations pursuant to the terms of this Agreement. This sand volume shall be in addition to the volume required to perform the 2021 dune nourishment pursuant to Paragraph 1, above.

5. Baseline Condition Condominium Associations Beach Profile. The relevant Baseline profile is depicted on Attachment "B" and Attachment "C", attached hereto and made part hereof.

6. Quarterly Beach Monitoring. Commencing on the last day of the Quarter (January, April, July, or October) following 90 days after completion of the work under the IPA, and for the following five (5) years, the Town shall conduct annually four Quarterly Beach Monitoring events to compare the current Condominium Associations' Beach Profile Volume to the Baseline Condominium Associations Beach Control Volume Profile (Attachment B) to determine whether a Renourishment Project is necessary. The Quarterly Beach Monitoring shall be taken at 500' intervals or at the intermediate monuments along the shoreline facing the Atlantic Ocean from R-116.5 to R-119 along the beach. These profiles shall be consistent with the Town's annual monitoring surveys typically performed along this shoreline segment. The Town shall share the Quarterly Beach Monitoring data with the Condominium Associations and their consultant(s) during the process of analyzing the data and developing the report, including drafts, and the report in final form. Within fifteen (15) days of receipt of a report on the Quarterly Beach Monitoring data, the designated staff or consultants of the Parties shall meet to review the data and formulate any required action plans regarding the need for a Berm-Dune Reconstruction Project based on the project Trigger provisions described below.

7. Trigger of Renourishment Project. There shall be two timeframes for consideration of a Trigger Event as defined in this paragraph. If a dune nourishment project is triggered within three (3) years from the IPA dredge event, the Town shall place the stockpiled fifteen thousand (15,000) cubic yards of sand as dunes and beach at the Condominium Associations' properties. If Monitoring data and the terms of this Agreement trigger a second renourishment event during years 3 to year 5 of this Agreement, the Town agrees to place an additional minimum of 15,000 cubic yards of sand on the Condominium Associations' beaches

from any appropriate borrow or upland source. A Renourishment Trigger Event shall be when the current volume loss of the Condominium Associations Beach Control Profile demonstrates beach erosion of fifteen cubic yards per foot (15 CY/Ft) as compared to the Baseline Condition Condominium Associations Beach Profile within a two-year period, regardless of the cause whether man-induced or natural, including weather events. Upon occurrence of this Trigger Event, the Town shall commence and complete at Town's expense a Berm-Dune Reconstruction Project within (90) days based on the first available period outside the sea turtle season/dates. The Baseline Condition Beach Profile shall be based on the August 2020 profile survey from the Town and the constructed Berm Dune Template as permitted (5 cubic yards per year annualized loss rate and 10 cubic yards per foot) shall require a review of the profile data and an action plan. Any sand placed as a renourishment shall, to the extent possible be tapered two hundred and fifty (250) feet north and south of the Condominium Associations' properties to stabilize the beach/dune sand placement

8. Renourishment Project. Each Renourishment Project pursuant to the conditions and terms described in this Agreement shall consist of the Town Placing at least 10 (ten) Cubic Yards per Linear Beach Foot consistent with the BMA onto the Condominium Association's Beach with appropriate dune vegetation plantings, monitoring and maintenance to success criteria for survival and beach stability. The Town agrees to stockpile a minimum of fifteen thousand (15,000) cubic yards of sand at Phipps Ocean Beach Park during the performance of the IPA, which sand shall be dedicated to and available for the purpose of any Renourishment Project required pursuant to the terms of this Agreement. If additional sand is needed during the term of this Agreement for additional Renourishment Projects, then the Town shall provide such sand solely at its expense, including from an upland source.

9. In addition to the actions to be performed by the Town listed above, the Town agrees to use all best efforts to pursue expanding the beach placement template for the Phipps Ocean Park project pursuant to the BMA to include nourishment of the beaches at the Condominium Associations' properties. This commitment includes using resources and best efforts to obtain any necessary approvals from the Florida Department of Environmental Protection and from the U.S. Army Corps of Engineers, including any modification to an Environmental Impact Statement.

10. In addition to the Terms of the Agreement stated above, and pursuant to the BMA provisions regarding the "Sloan's Curve hotspot", which includes the limits of the Condominium Associations' beaches, the Town agrees to coordinate with the Condominium Associations to pursue permitting for a structural solution as a pilot project to stabilize the shorelines for the Condominium Associations. This coordination may include serving as advocate for and permit applicant or co-applicant for permits, approvals, and other permissions from state and federal agencies. The Town's coordination would also include providing necessary sand fill for any permitted project that may include structures for shore stabilization.

E. Miscellaneous Provisions.

1. Notice. All notices, amendments, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by prepaid express overnight courier or

messenger service, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the other as a Party may designate by prior written notice in accordance with this provision to the other Party.

2. Authority to Enter Agreement. The Parties represent and warrant that each has the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution and delivery and performance hereof by the Parties has been duly authorized by the governing authority of each of the Parties.

3. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement also supersedes and replaces all prior representations, statements and understandings between the Parties with respect to the matters and things addressed herein, either written or oral. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

4. Binding Effect and Term. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, successors and permitted assigns. This Agreement is effective for (i) a term sixty (60) months from the completion of work under the IPA and the completion of at least four (4) Quarterly Monitoring Events or (ii) one (1) year from the completion of any Renourishment Project required under the Agreement and the completion of at least four (4) additional Quarterly Monitoring Events following the completion of any Renourishment Project, whichever (i) or (ii) shall be longer.

F. Default and Remedy.

1. Default. Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or express warranty contained in this Agreement shall constitute a Default under this Agreement.

2. Notice of Default and Opportunity to Cure. Upon occurrence of an alleged Default by any Party, the Parties' shall first meet to discuss and attempt to resolve the alleged Default. If the Parties' are unable to resolve the alleged Default, then the other Party shall deliver written notice to the Party allegedly in Default that identifies the specific nature of the alleged Default. The Party receiving such notice shall have ten (10) days within which to cure the alleged Default. Provided, that if the alleged Default is of such nature that it cannot be reasonably cured within ten (10) days, the Party allegedly in Default shall have such additional time as may be reasonably necessary to cure the alleged Default, so long as within said period, the alleged defaulting Party commences the cure and diligently prosecutes such cure until completion.

3. Remedy for Default. For any alleged Default not cured as provided for in this Agreement, the non-Defaulting Party may seek injunctive relief or specific performance against the alleged Defaulting Party.

G. Time Extensions. The Parties by joint written consent may extend or change any of the deadlines specified in this Agreement.

H. Amendment or Modification. This Agreement may only be amended or modified, in whole or in part, at any time, through a written instrument that sets forth such changes and which is signed by all the Parties.

I. Waiver. Any failure by a Party to exercise any right, power or privilege under this Agreement shall not constitute a waiver of that right, power, or privilege under this Agreement.

J. Assignability. This Agreement may not be assigned without the prior written consent of all the Parties to this Agreement.

K. Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement, on any person other than the Parties their legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation of any third person to any Party nor shall any provision of this Agreement be interpreted to give any third person any right of subrogation or action over or against the Parties.

L. Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

M. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall be exclusively in Palm Beach County, Florida and each Party hereby waives whatever their respective rights may have been in the selection of venue.

N. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

O. Attorneys' Fees, Costs, and Expenses. The Parties agree that each party shall bear its own attorneys' fees, expert witness fees, costs, and expenses incurred in connection with this Agreement. To the extent there is litigation arising from this Agreement, the prevailing party shall be entitled to recover its costs, including attorney's fees, from the non-prevailing party.

P. Waiver of Jury Trial. The Parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected to this Agreement.

Q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

R. No Construction Against Drafting Party. The Parties to this Agreement expressly recognize that this Agreement results from a negotiation process in which each Party was given the opportunity to consult with counsel and contribute to the drafting of this Agreement. Given this fact, no legal or other presumptions against the Party drafting any portion of this Agreement

concerning its construction, interpretation, or otherwise shall accrue to the benefit of any Party to this Agreement and each Party expressly waives the right to assert such presumption in any proceeding or disputes connected with, arising out of, or involving this Agreement.

S. Agency. No Party shall be deemed to be an agent of any other Party nor shall represent that it has the authority to bind any other Party.

T. Computation of Time. In computing any time period under this Agreement, any reference to days shall mean calendar days, unless business days are specifically referenced. In computing any period of time under this Agreement, exclude the day of the event that triggers the computation of the period of time. If the last day of a period of time is a Saturday, Sunday or legal holiday, the period of time shall run until the end of the next calendar day which is not a Saturday, Sunday or legal holiday.

U. Fiscal Year. The obligations of the Town to expend funds under this Agreement are limited to the availability of funds appropriated in a current fiscal period, and continuation of the expenditure of funds under this Agreement into a subsequent fiscal period, regardless of the Agreement term, and are subject to appropriation and the availability of funds in accordance with Chapter 166, Florida Statutes.

V. Governmental and Property Owner Approvals. All obligations of the Town under this Agreement are subject to all necessary governmental approvals, including without limitation, permits from the applicable federal, state, and county agencies and any consent from affected private property owners to the extent that the scope of a project requires work to be performed on private property.

W. No Third-Party Beneficiaries. This Agreement is not intended to and shall not give any party other than the Town or the Condominium Associations any interest or rights with respect to or in connection with this Agreement. Therefore, no third party shall be entitled to assert a right or claim against either the Town or the Condominium Associations based upon this Agreement.

[SIGNATURES CONTINUE ON NEXT PAGE]

TOWN OF PALM BEACH

By: _____
XXX, Mayor

Date: _____

Approved as to Form and Correctness:

Town Attorney

ATTEST:

[Seal]

Town Clerk

2000 CONDOMINIUM ASSOCIATION, INC.

By: _____

Date: _____

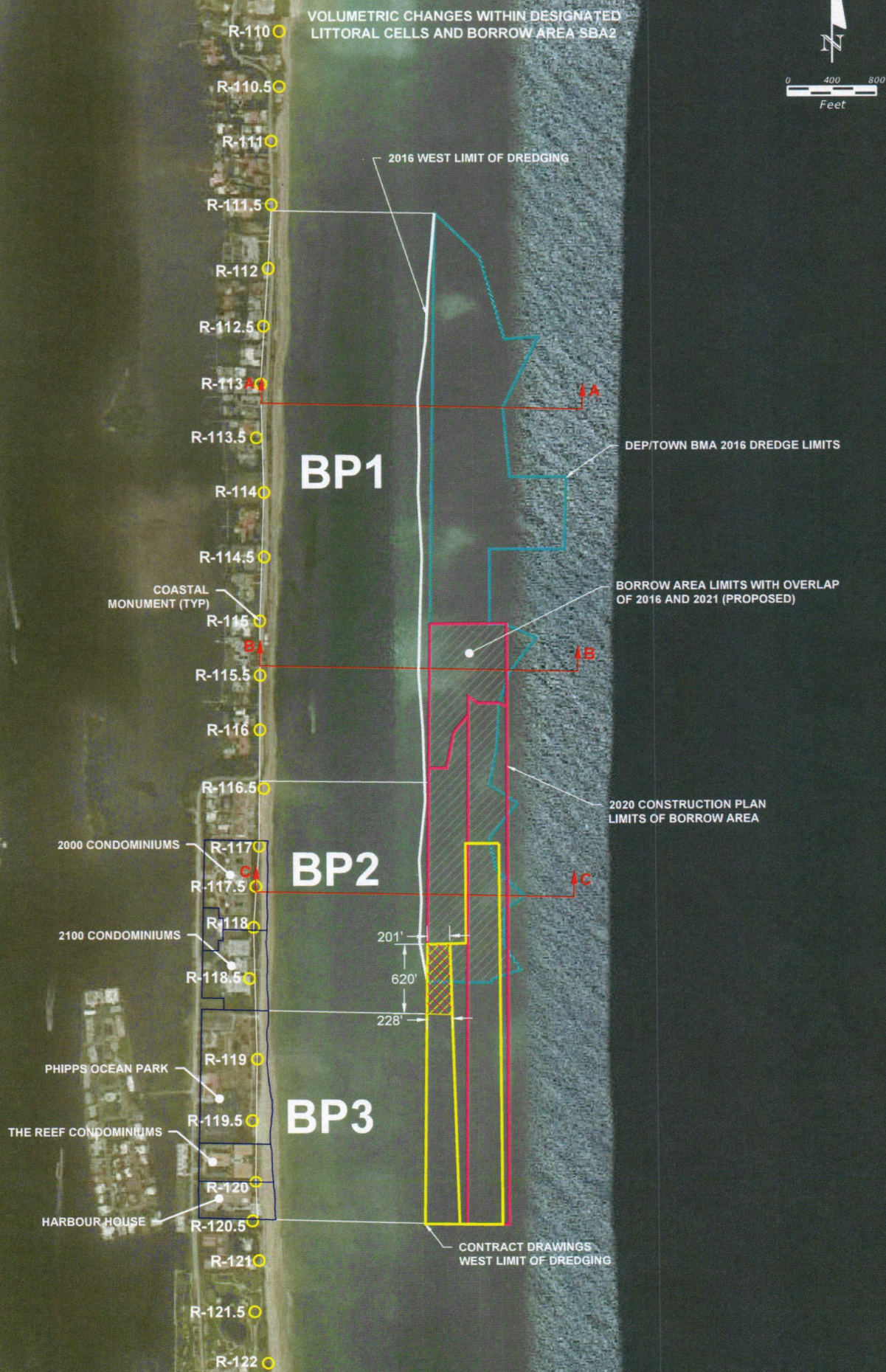
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By: _____

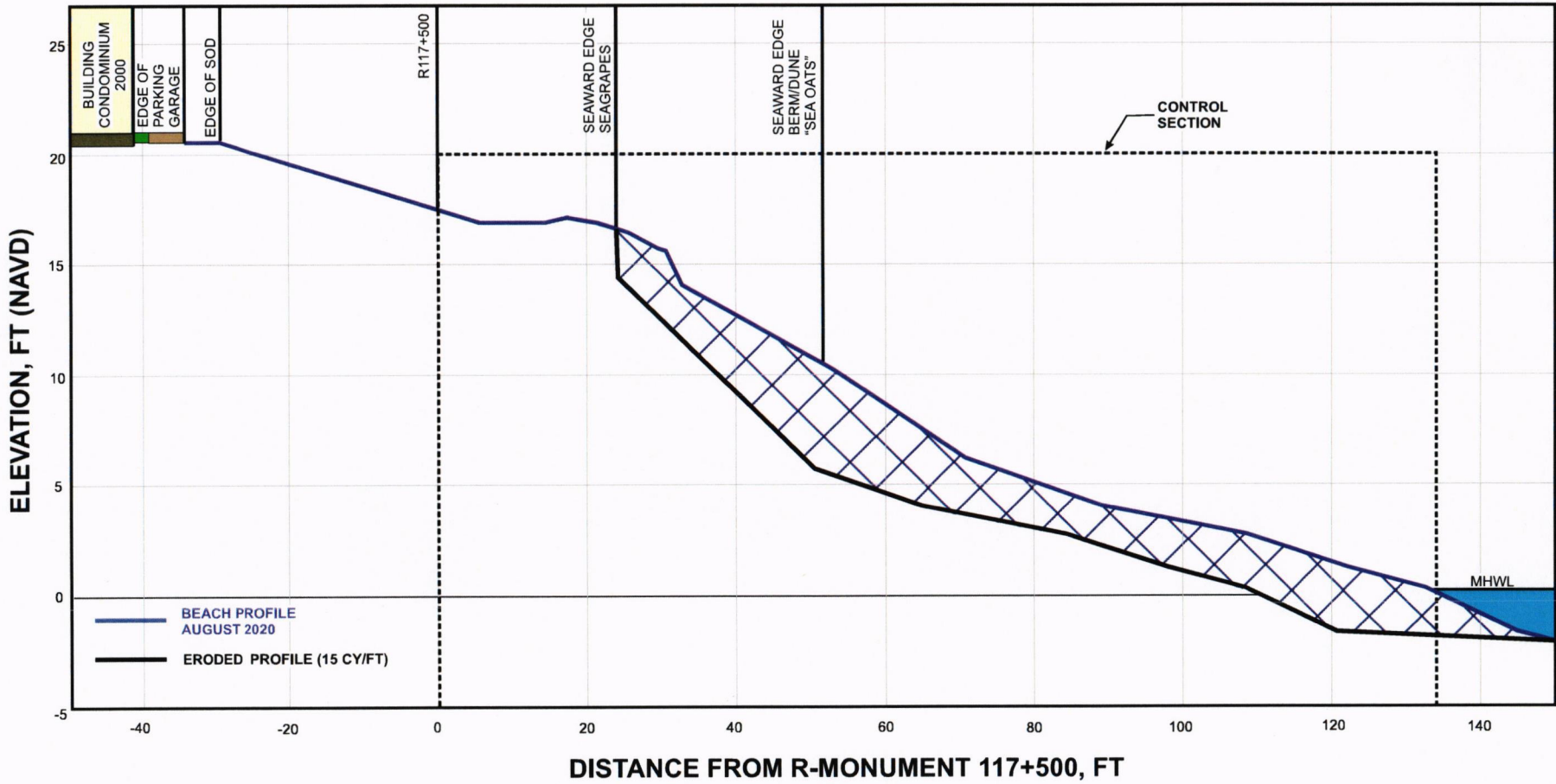
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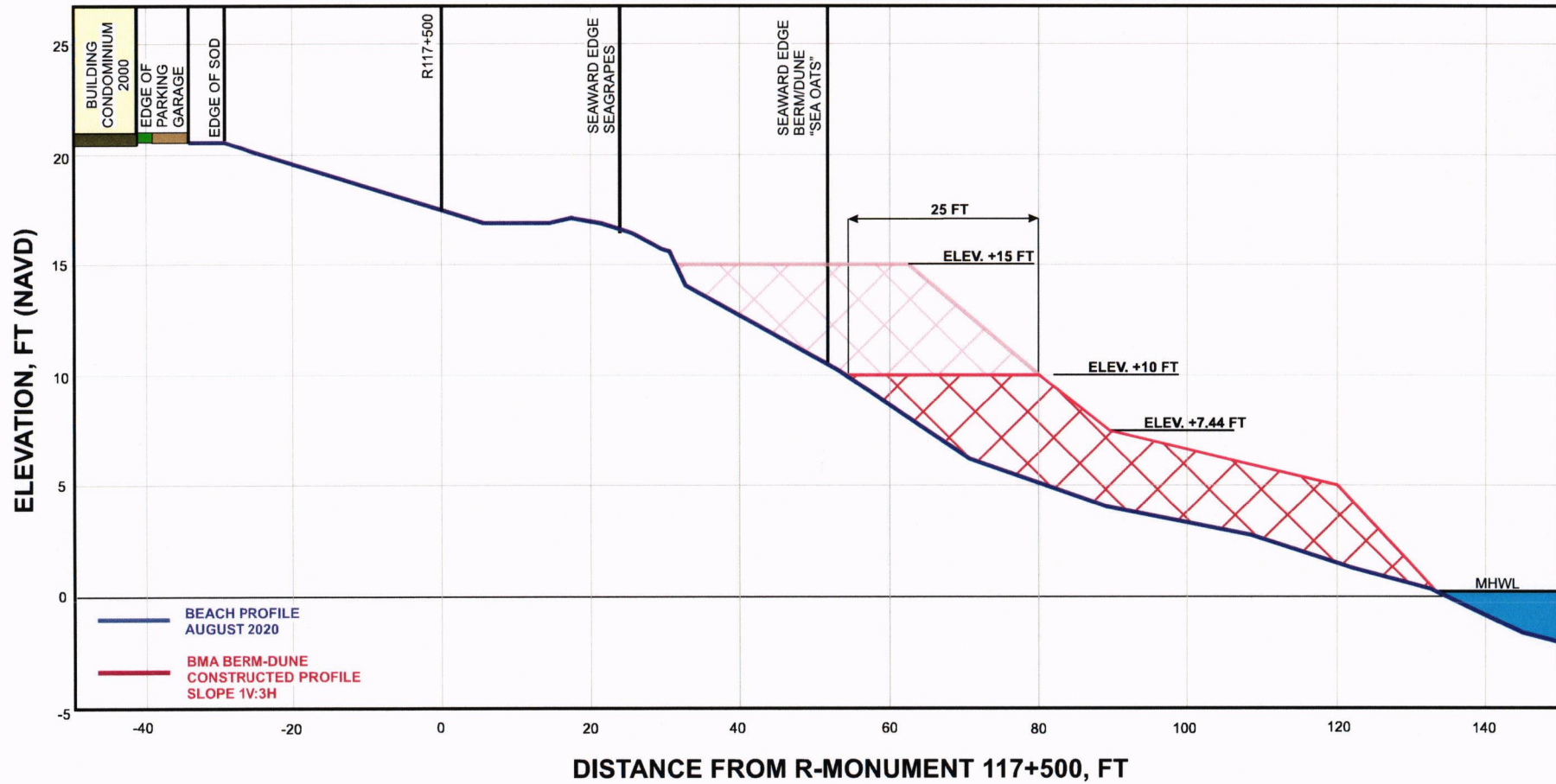
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ATTACHMENT B CONTROL VOLUME TRIGGER AT R-MONUMENT 117+500



ATTACHMENT C BASE CONDITION PROFILE R-MONUMENT 117+500



DRAFT 02-03-2021 (8:09 PM)
SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the “Settlement Agreement” or “Agreement”) is entered into between the Town of Palm Beach (the “Town” or “Palm Beach”), and The 2000 Condominium Association, Inc. and The 2100 Condominium Association, Inc. (the “Condominium Associations”) (collectively, the “Parties”) with an effective date as described herein.

WHEREAS, Palm Beach is a municipal corporation and body politic within the State of Florida located in Palm Beach County, Florida.

WHEREAS, Condominium Associations are representing owners of properties that border on the Atlantic Ocean in Palm Beach County and are within the jurisdiction of the Town. The Condominium Associations’ contiguous properties extend from the state-labeled Reference Monuments (“R”) R-116+990 to R-118+740 along the shoreline.

WHEREAS, Palm Beach and the State of Florida Department of Environmental Protection (“DEP”) and the Florida Fish and Wildlife Conservation Commission have entered into a Palm Beach Island Beach Management Agreement (“BMA”) to coordinate beach management activities within the BMA Area as defined in Article C of the BMA pursuant to Sections 161.101, 403.061, and 403.0752, Florida Statutes.

WHEREAS, on or about December 16, 2020, Palm Beach submitted to DEP an Individual Project Approval Permit Number: 0328802-010-BMA (“IPA”) to re-nourish a previously authorized beach template by placing beach-compatible sand from approximately R-119 to R-127. The proposed project includes dredging approximately 495,000 cubic yards of beach compatible sand from the authorized borrow area (“South Borrow Area 2”) and placement along an approximately 1.6-mile segment of beach between FDEP monuments R-119 and R-127.

WHEREAS, the Condominium Associations have submitted objections to Town and DEP regarding the IPA and have indicated that absent resolution of such objections they would file a petition for an administrative proceeding under sections 120.569 and 120.57 of the Florida Statutes, challenging that the proposed regulatory agency action on the IPA does not comply with the terms of the BMA and applicable statutory provisions (the “Dispute”).

WHEREAS, the Parties desire to settle the Dispute and to avoid future litigation on these issues because it is in the best interest of both, without any admission of error, liability, or wrongdoing.

WHEREAS, the Parties have identified a mutually beneficial solution, without attribution of cause, and recognize that it is to their mutual benefit, and the benefit of the public, to work cooperatively to implement that solution.

WHEREAS, the parties have settled upon a solution on engineering, permitting, funding, monitoring, management, maintenance and renourishment of Condominium Associations’ and

Palm Beach's beaches.

WHEREAS, this settlement agreement is intended to and shall resolve all issues raised in the Dispute or related to the subject matter of the Dispute; however, this Agreement shall not prevent or prohibit the Condominium Associations from objecting to or legally challenging other or future Town projects or agency approvals not included within the terms of this IPA

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree, as follows:

A. Recitals. The foregoing recitals are incorporated herein by reference; provided however, that to the extent any conflict may exist, the terms of the Agreement below shall take precedence over the recitals.

B. Effective Date. This Agreement shall become effective on the date it is executed by all the Parties. The last date of execution by all the Parties shall be known as the "Effective Date" of this Agreement.

C. Definitions. The terms used in this document are defined as follows:

1. "Agreement" or "Settlement Agreement" means this agreement to settle the Dispute as of the Effective Date.

2. "Claims" means all issues raised in the Dispute or related to the subject matter of the Dispute.

3. "Renourishment Project" means a renourishment project undertaken by Palm Beach as described in this Agreement and continuing for a period of up to five (5) years as required herein subsequent to the dredge event authorized in the IPA. Any Renourishment Project shall also include vegetation, maintenance and monitoring with appropriate dune vegetation to stabilize dune sand renourishment. The Town shall be responsible for all costs of such Renourishment Project, absent obtaining funds from sources other than the Condominium Associations.

4. "Quarterly Beach Monitoring" means the monitoring in January, April, July, and October pursuant to the physical monitoring plan in the BMA and IPA for a period of five (5) years following the dredge event authorized in the IPA. The Town shall be responsible for all costs of such Quarterly Beach Monitoring, absent obtaining funds from sources other than the Condominium Associations.

D. Settlement Terms. The Parties agree to settle the Dispute upon the following terms:

1. The Town shall place the sand dune nourishment at the Condominium Associations' properties ~~as shown in the IPA plans~~ by May 1, 2021 pursuant to the BMA and as described and depicted in the Town's Bid Documents for Bids 2020-01 and 02, 2020-07 and 2020-08 and contracts pursuant to those Bid Documents. This dune placement shall consist of

fifteen thousand cubic yards of sand identified in the IPA stockpile for this site and shall be consistent with Attachment C of the BMA. All Renourishment provisions contained in this Agreement are supplemental to ~~the~~this required ~~IPA~~ sand placement at the dunes and beach owned by the Condominium Associations.

2. Reduction in Dredge Volume. The Town shall dredge no more than 570,000 cubic yards of beach compatible sand from the authorized borrow area (South Borrow Area 2) which is approximately fifteen percent (15%) more than the allowable placement volume, equal to 150% of the FDEP Project's IPA requested placement quantity of 495,000 CY.

3. Revision of Dredge Area. The dredge area shall be further revised so it is 160 feet offset to the East and 620 feet to the South from the revised IPA submission as depicted on Attachment "A" attached hereto and made part hereof.

4. As part of the IPA project, the Town shall place a minimum of fifteen thousand (15,000) cubic yards of sand at the Phipps Ocean Park property, which sand shall be stockpiled and dedicated to ~~an initial~~a Renourishment Project for the Condominium Associations pursuant to the terms of this Agreement. This sand volume shall be in addition to the volume required to perform the 2021 dune nourishment pursuant to Paragraph 1, above.

5. Baseline Condition Condominium Associations Beach Profile. The relevant Baseline profile is depicted on Attachment "B" and Attachment "C", attached hereto and made part hereof.

6. Quarterly Beach Monitoring. Commencing on the last day of the Quarter (January, April, July, or October) following 90 days after completion of the work under the IPA, and for the following five (5) years, the Town shall conduct annually four Quarterly Beach Monitoring events to compare the current Condominium Associations' Beach Profile Volume to the Baseline Condominium Associations Beach Control Volume Profile (Attachment B) to determine whether a Renourishment Project is necessary. The Quarterly Beach Monitoring shall be taken at 500' intervals or at the intermediate monuments along the shoreline facing the Atlantic Ocean from R-116.5 to R-119 along the beach. These profiles shall be consistent with the Town's annual monitoring surveys typically performed along this shoreline segment. The Town shall share the Quarterly Beach Monitoring data with the Condominium Associations and their consultant(s) during the process of analyzing the data and developing the report, including drafts, and the report in final form. Within fifteen (15) days of receipt of a report on the Quarterly Beach Monitoring data, the designated staff or consultants of the Parties shall meet to review the data and formulate any required action plans regarding the need for a Berm-Dune Reconstruction Project based on the project Trigger provisions described below.

7. Trigger of Renourishment Project. There shall be two timeframes for consideration of a Trigger Event as defined in this paragraph. If a dune nourishment project is triggered within three (3) years from the IPA dredge event, the Town shall place the stockpiled fifteen thousand (15,000) cubic yards of sand as dunes and beach at the Condominium Associations' properties. If Monitoring data and the terms of this Agreement trigger a second renourishment event during years 3 to year 5 of this Agreement, the Town agrees to place an additional minimum of 15,000 cubic yards of sand on the Condominium Associations' beaches

from any appropriate borrow or upland source. A Renourishment Trigger Event shall be when the current volume loss of the Condominium Associations Beach Control Profile demonstrates beach erosion of fifteen cubic yards per foot (15 CY/Ft) as compared to the Baseline Condition Condominium Associations Beach Profile within a two-year period, regardless of the cause whether man-induced or natural, including weather events. Upon occurrence of this Trigger Event, the Town shall commence and complete at Town's expense a Berm-Dune Reconstruction Project within (90) days based on the first available period outside the sea turtle season/dates. The Baseline Condition Beach Profile shall be based on the August 2020 profile survey from the Town and the constructed Berm Dune Template as permitted (5 cubic yards per year annualized loss rate and 10 cubic yards per foot) shall require a review of the profile data and an action plan. Any sand placed as a renourishment shall, to the extent possible be tapered two hundred and fifty (250) feet north and south of the Condominium Associations' properties to stabilize the beach/dune sand placement

8. Renourishment Project. Each Renourishment Project pursuant to the conditions and terms described in this Agreement shall consist of the Town Placing at least 10 (ten) Cubic Yards per Linear Beach Foot consistent with the BMA onto the Condominium Association's Beach with appropriate dune vegetation plantings, monitoring and maintenance to success criteria for survival and beach stability. The Town agrees to stockpile a minimum of fifteen thousand (15,000) cubic yards of sand at Phipps Ocean Beach Park during the performance of the IPA, which sand shall be dedicated to and available for the purpose of any Renourishment Project required pursuant to the terms of this Agreement. If additional sand is needed during the term of this Agreement for additional Renourishment Projects, then the Town shall provide such sand solely at its expense, including from an upland source.

9. In addition to the actions to be performed by the Town listed above, the Town agrees to use all best efforts to pursue expanding the beach placement template for the Phipps Ocean Park project pursuant to the BMA to include nourishment of the beaches at the Condominium Associations' properties. This commitment includes using resources and best efforts to obtain any necessary approvals from the Florida Department of Environmental Protection and from the U.S. Army Corps of Engineers, including any modification to an Environmental Impact Statement.

10. In addition to the Terms of the Agreement stated above, and pursuant to the BMA provisions regarding the "Sloan's Curve hotspot", which includes the limits of the Condominium Associations' beaches, the Town agrees to coordinate with the Condominium Associations to pursue permitting for a structural solution as a pilot project to stabilize the shorelines for the Condominium Associations. This coordination may include serving as advocate for and permit applicant or co-applicant for permits, approvals, and other permissions from state and federal agencies. The Town's coordination would also include providing necessary sand fill for any permitted project that may include structures for shore stabilization.

E. Miscellaneous Provisions.

1. Notice. All notices, amendments, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by prepaid express overnight courier or

messenger service, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the other as a Party may designate by prior written notice in accordance with this provision to the other Party.

2. Authority to Enter Agreement. The Parties represent and warrant that each has the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution and delivery and performance hereof by the Parties has been duly authorized by the governing authority of each of the Parties.

3. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. This Agreement also supersedes and replaces all prior representations, statements and understandings between the Parties with respect to the matters and things addressed herein, either written or oral. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

4. Binding Effect and Term. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, successors and permitted assigns. This Agreement is effective for (i) a term sixty (60) months from the completion of work under the IPA and the completion of at least four (4) Quarterly Monitoring Events or (ii) one (1) year from the completion of any Renourishment Project required under the Agreement and the completion of at least four (4) additional Quarterly Monitoring Events following the completion of any Renourishment Project, whichever (i) or (ii) shall be longer.

F. Default and Remedy.

1. Default. Failure on the part of any Party to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or express warranty contained in this Agreement shall constitute a Default under this Agreement.

2. Notice of Default and Opportunity to Cure. Upon occurrence of an alleged Default by any Party, the Parties' shall first meet to discuss and attempt to resolve the alleged Default. If the Parties' are unable to resolve the alleged Default, then the other Party shall deliver written notice to the Party allegedly in Default that identifies the specific nature of the alleged Default. The Party receiving such notice shall have ten (10) days within which to cure the alleged Default. Provided, that if the alleged Default is of such nature that it cannot be reasonably cured within ten (10) days, the Party allegedly in Default shall have such additional time as may be reasonably necessary to cure the alleged Default, so long as within said period, the alleged defaulting Party commences the cure and diligently prosecutes such cure until completion.

3. Remedy for Default. For any alleged Default not cured as provided for in this Agreement, the non-Defaulting Party may seek injunctive relief or specific performance against the alleged Defaulting Party.

G. Time Extensions. The Parties by joint written consent may extend or change any of the deadlines specified in this Agreement.

H. Amendment or Modification. This Agreement may only be amended or modified, in whole or in part, at any time, through a written instrument that sets forth such changes and which is signed by all the Parties.

I. Waiver. Any failure by a Party to exercise any right, power or privilege under this Agreement shall not constitute a waiver of that right, power, or privilege under this Agreement.

J. Assignability. This Agreement may not be assigned without the prior written consent of all the Parties to this Agreement.

K. Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement, on any person other than the Parties their legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation of any third person to any Party nor shall any provision of this Agreement be interpreted to give any third person any right of subrogation or action over or against the Parties.

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V. Governmental and Property Owner Approvals. All obligations of the Town under this Agreement are subject to all necessary governmental approvals, including without limitation, permits from the applicable federal, state, and county agencies and any consent from affected private property owners to the extent that the scope of a project requires work to be performed on private property.

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[SIGNATURES CONTINUE ON NEXT PAGE]

TOWN OF PALM BEACH

By: _____
XXX, Mayor

Date: _____

Approved as to Form and Correctness:

Town Attorney

ATTEST:

[Seal]

Town Clerk

2000 CONDOMINIUM ASSOCIATION, INC.

By: _____

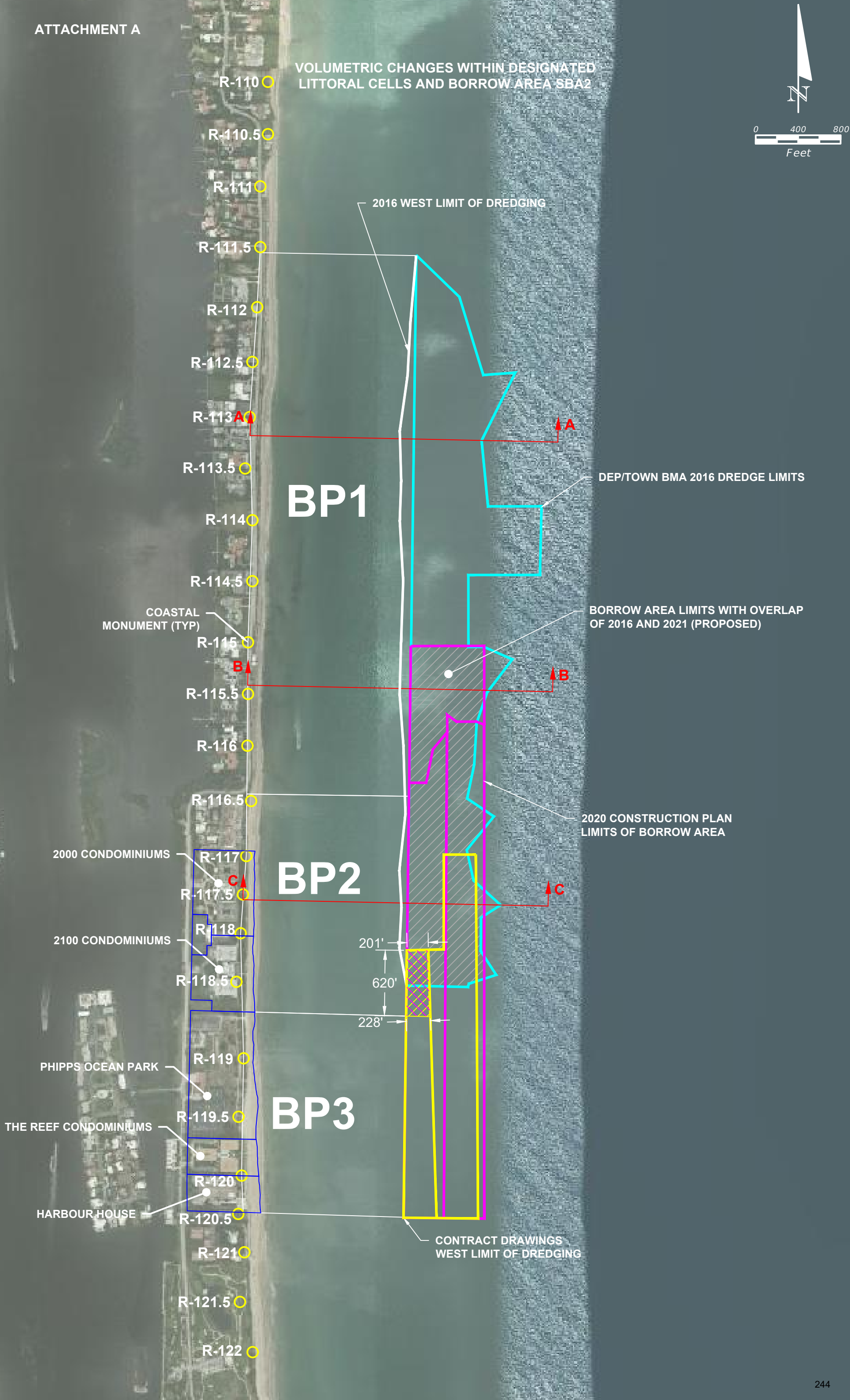
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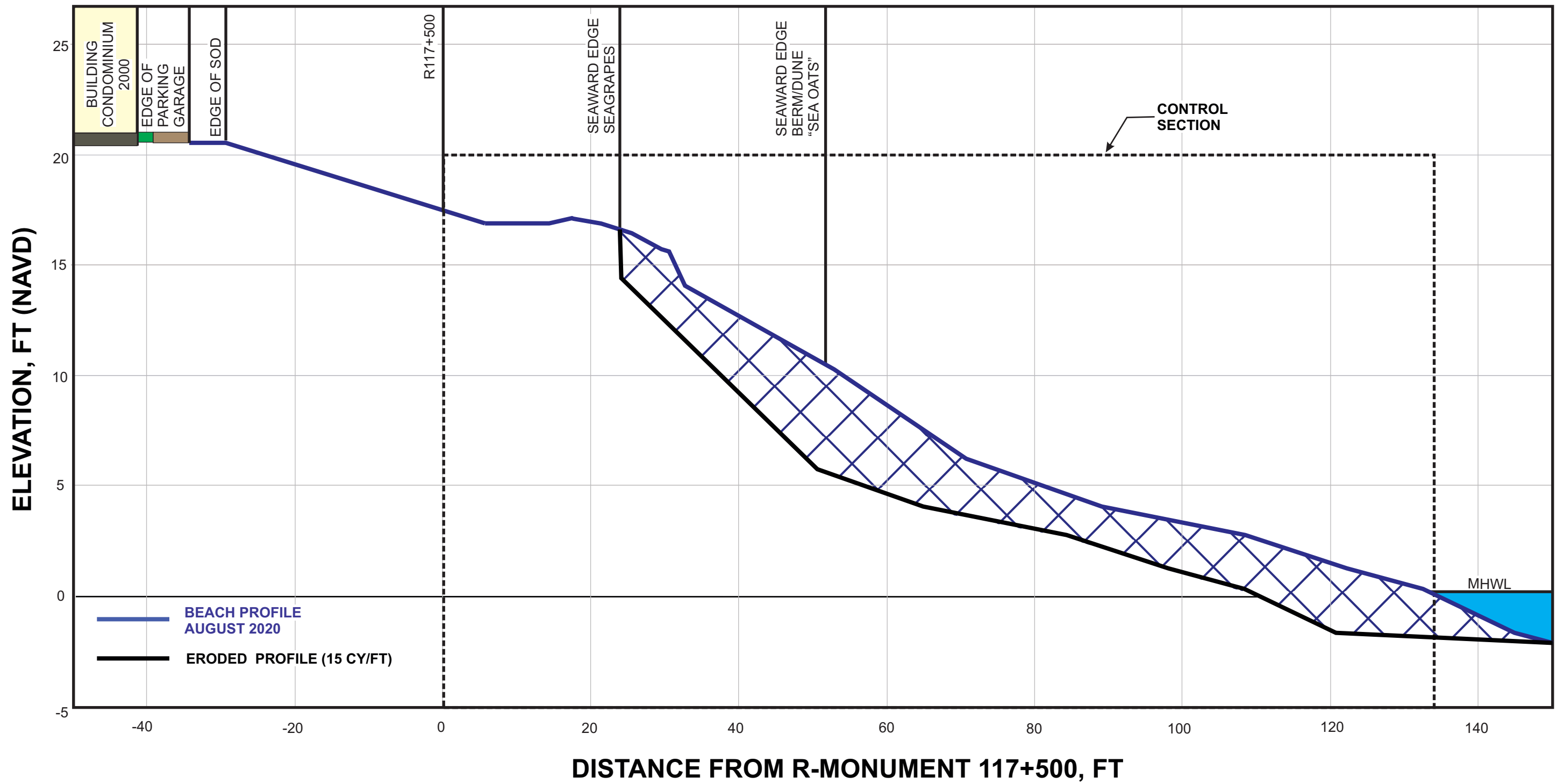
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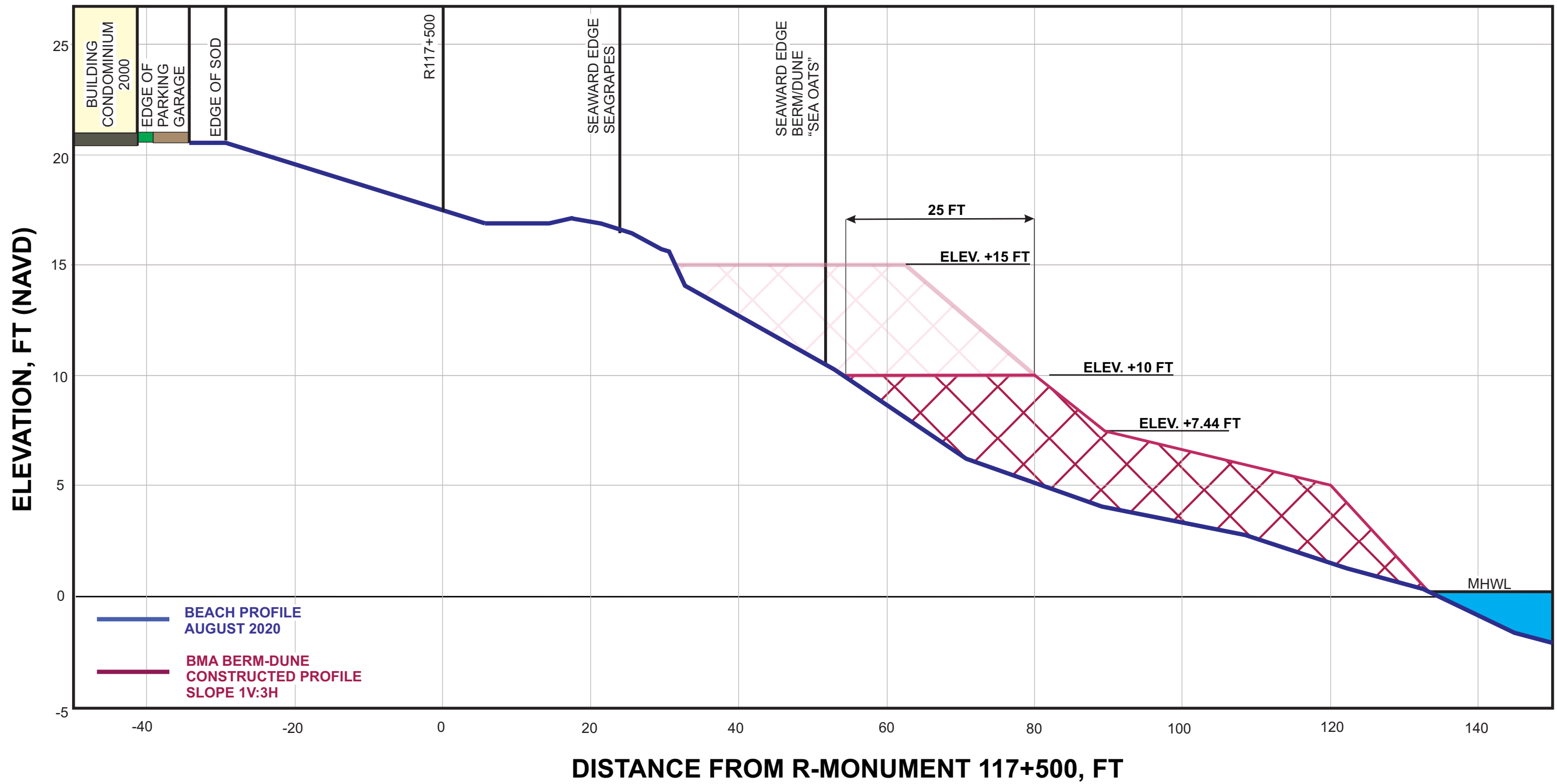
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ATTACHMENT B CONTROL VOLUME TRIGGER AT R-MONUMENT 117+500



ATTACHMENT C **BASE CONDITION PROFILE** **R-MONUMENT 117+500**



The 2000 Condominium Association, Inc.
2000 S. Ocean Blvd.
Palm Beach, FL 33480

The 2100 Condominium Association, Inc.
2100 S. Ocean Blvd.
Palm Beach, FL 33480

February 7, 2021

Mayor Gail L. Coniglio
Town Council
Town of Palm Beach
Palm Beach, FL 33480

Dear Mayor Coniglio and Town Council Members,

As the Presidents of the 2000 and 2100 Condominium Associations at Sloan's Curve, we are writing in response to the inaccurate assertions which Town officials placed in the public record in their memo dated February 4, 2021 re "2021 Reach 7/Phipps Ocean Park Beach Nourishment Update".

We all share common goals; we want our shore and the shores of our neighbors to be nourished this Winter and Spring and believe we can resolve our differences in a matter of hours, assuming good faith negotiations by the parties.

However, as Officers and Directors of our Associations, we have a fiduciary responsibility to our 192-unit owners and cannot endorse a plan our Coastal Engineer warns poses a significant threat to their properties, values, and safety, without agreements, that should adverse events occur from any cause, the Town will take prompt and pre-agreed reasonable actions.

We have filed no challenge to the FDEP permit for this project, because no FDEP Permit has yet been issued, and we don't know when it will be. In fact, the Town did not even file its final plans for a permit until last week on February 2, 2021. Therefore, the Town's ability to prevent us from filing a challenge is totally within its control.

Town officials have the responsibility for shore protection and have had the stewardship responsibility for the supposed \$10 Million of FEMA funds for at least three years. Any responsibility for the failure to implement a planned shore protection initiative or to effectively utilize Town, County, State, and/or Federal monies belongs with them, despite their efforts to shift the blame to us. The Town awarded the construction contract to Weeks Marine on October 14, 2020, yet the application process with FDEP did not begin until mid-December and the project must be completed by turtle nesting season. The Town placed this project in jeopardy itself by failing to proceed in a timely manner without considering our concerns.

As will be explained in the paragraphs below, what we have requested in the Draft Settlement Agreement is nothing more than what we have been led to believe by Town officials we are entitled to, and that they have offered to us in vague terms, which we are attempting to make explicit and enforceable.

Our previous communications prove that we have notified Town officials in a timely manner regarding our concerns re the 2016 dredging project on November 9, 2015, and regarding the current project numerous times starting on May 6, 2020. Despite the importance of this project and the amounts at stake, the Town made no effort to engage with us on this matter until January 29, 2021, when we were asked to resolve the matter immediately while we had been raising these issues, trying to get the Town's attention for the prior 9 months.

WHAT WE WANT DOES NOT IMPACT THE TOWN IF THERE ARE NO ADVERSE IMPACTS POST-PROJECT

As stated above, what we want is for the Town's planned nourishment for our Associations, once the Town tells us in writing what that will be, (Item D.1. in the Draft Settlement Agreement) and the rest of Reaches 7 and 8, to proceed. However, since Erickson Consulting Engineers (ECE) has warned us that the Town's planned dredging too near our shoreline poses a substantial risk to our beaches and dunes, and thereby to our Members' properties, their values, and the safety of our Members, we cannot endorse a plan with these potential repercussions without an agreed remedy.

We realize the Town's engineering consultant disagrees with ECE's assessment, and to avoid arguing over dueling experts, we asked the Town for its assurance, that should specifically defined adverse events occur from any cause, then pre-agreed and limited remediation would be timely implemented. It's in both parties' interest that the event be tied to any cause as opposed to a specific cause, such as the dredging, because the parties would spend more time and money litigating whether the event was linked to a specific cause, than would be required to supply the limited agreed remediation. In addition, dunes and beaches erode due to weather and other natural events. However, human actions, such as dredging, nourishment, placing structures, etc. can mitigate or exacerbate the weather's impacts. Improperly located dredging off our shore allows any weather impacts to create even greater harm than without that dredging. Omitting weather impacts as a cause of erosion makes any intended contract unenforceable, or subject to very expensive and time-consuming litigation.

This same issue came up in our discussions with the Town regarding the FDOT rock revetment repair, and in response, the Town Manager sent a "comfort letter" to us on May 20, 2020, containing three key terms: "impact", "prompt action", and "appropriate storm protection". Since that date and continuing with our current discussions, we have been trying to have these terms explicitly, and enforceably defined, otherwise we would be entering into an unenforceable contract. The same situation applies to every other request in our Draft Settlement Agreement. If it's not explicit, it's not enforceable.

Other terms requested include consideration of advocating for the extension of the Phipps Park Template with a permittable width to our beaches and seeking a structural solution similar to The Breakers that will also protect hardbottom areas for our critically eroded beaches, (Sections D. 9. and 10. of the Draft Settlement Agreement) which Mr. Brazil refers to as "notable" and having "a timeline with no reasonable ending and a cost with no foreseeable limit." Both of these items were offered to us by Messrs. Crampton and Brazil in writing in response to our previous discussions re the FDOT rock revetment repair. So, like the Comfort Letter, Town officials said they would do

things for us if we didn't challenge the FDOT project or the FDEP Permit, and we agreed to accept the offers, as long as they were explicit and legally enforceable. We are in the same situation now with the dredging project.

Items D. 2. and 3. which address Reduction in the Dredge Volume and Revision of the Dredge Area build on actions the Town has already taken to modify the dredge plan to make it more acceptable to the FDEP and less threatening to our beaches. However, this modification north of our properties should also include the area directly fronting our properties.

Finally, items D. 7. and 8. which address the trigger event and defined remediation are only required if the specified erosion from any cause occurs, and since the Town will already have a stockpile of more than 15,000 cubic yards of sand at Phipps Park as a result of this project, the Town's estimated maximum financial liability to implement this condition is estimated at less than \$1 million. It does not make sense to forego \$10 million with certainty to avoid the potential of having to spend less than \$1 million.

The Town is justifiably concerned about establishing a precedent. However, we believe the unique situation of our beaches, and the unique and unrelenting impacts of man-made structures and events, such as the nearby rock revetment, groin, boulder debris fields, inability to nourish our beaches, and the recent dredging are site-specific and unique and would protect the Town from establishing a precedent.

TIMELINE OF EVENTS

Mr. Brazil's memo mentions that the Town received a draft "settlement agreement" on February 4, 2021, leading readers to believe that at the 11th hour, our Associations presented the Town with outrageous and impossible demands. These topics were discussed with the Town on February 2, 2021 and the Town asked us to draft the Agreement and get it to them as soon as possible. Although we asked the Town for comments and held a call to negotiate the Agreement, the Town had no comments.

Mr. Brazil also failed to mention that our concerns regarding near shore dredging were written to the Town on November 9, 2015 regarding the 2016 project, and regarding the 2021 project:

1. On May 6, 2020 Mr. Brodsky, the President of the 2000 Condominium Association wrote to Messrs. Crampton, Blouin, Brazil and Weber regarding dredging from the nearshore borrow site:
"We've yet to see the specifics of this plan, but have serious concerns that this solution will dramatically worsen the beach erosion, while mere dune re-nourishment has consistently failed to produce sustainable shore protection to the properties of the Sloan's Curve Associations."
2. On June 21, 2020, Mr. Brodsky wrote to Messrs. Crampton, Blouin, and Weber: "The rock revetment repair and near shore dredging to enable the Reach 7 beach nourishment will make our situation even worse."

3. On August 5, 2020, Mr. Brodsky wrote to Messrs. Crampton, Blouin, Brazil and Weber: “Our concern was increased and heightened when we learned of the nearshore dredging planned for the 2021 Reach 7 beach nourishment.”
4. On December 15, 2020, representatives of ECE, our Associations, and our attorneys held a Zoom call with Messrs. Brazil and Weber to inform the Town of our findings that in 2016 the contractor violated the permit and overdredged the SB-2 Borrow Site before we presented these findings to FDEP.
5. On December 31, 2020, the ECE Report was delivered to FDEP and the Town, demonstrating adverse effects of the proposed dredge event and documenting 2016 dredge violations based on Town data. ECE’s report included modelling demonstrating that the Reaches 6 and 7 dredging had led to dramatically worse beach erosion for all nearby impacted beaches. The Town and its engineer stated that they disagreed with the analysis and conclusions, yet changed the specs for the 2021 dredging, which caused a delay in the permitting process. If the analysis was wrong, why did the Town change the project specs?
6. On February 1, 2021, in a conference call with Mr. Blouin, he indicated, as did Mr. Brazil on February 3, 2020 that they did not know the status of the dredge required for the upcoming beach nourishment, nor when it would be available.
7. On the February 1, 2021, Mr. Blouin also indicated that the project mobilization had been “paused” although he did not reveal why.
8. On February 2, the Town submitted revised IPA project plans to FDEP as part of the ongoing application process. This was a required step before FDEP can approve the Town’s permit.

Despite repeated formal and informal notices about our Associations’ concerns regarding the planned dredging, the Town failed until January 29, 2021 to contact Mr. Brodsky about addressing our concerns, which can be satisfied by merely making explicit and enforceable what we’ve been led to believe we’re entitled to.

OTHER INACCURATE STATEMENTS IN THE MEMO

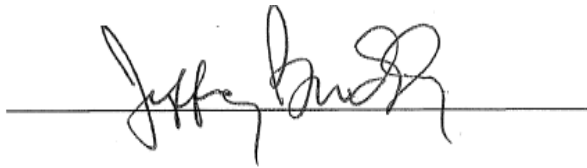
In addition to all the misstatements cited above, the following require correction:

1. Steven Tannenbaum is the President of the 2100 Association
2. “...no increased erosion of the shoreline occurred...” after the 2016 dredging of the same borrow area planned for the 2021 dredging. The Town’s own records indicate that the very severe documented erosion rates occurred on the beaches in Reaches 6 and 7 nearest to the dredge area after 2016 The current rate of loss at our shorelines is three times the loss rate eight years ago. ECE’s analysis of the Town’s survey data has shown that this is due to the poorly located borrow area and dredge depth.
3. The Town officials have to date failed to specify the amount of sand will be placed on our beaches this year.
4. “The shoreline in this area is in good condition and the sand from previous dune projects is still present”. This completely ignores the losses in dune size and volume that have taken place and the inadequate protection remaining. Only a small fraction of previously placed sand still remains.

5. Mr. Brazil describes as “notable” our request for 5 years of “quarterly physical monitoring”.
Item D. 6. We were told that Mr. Weber monitors all the Town’s beaches monthly.

In closing, we repeat that the Town and Associations both want the same things. However, we need explicit enforceable assurances that the dredging project won’t leave our beaches and dunes in a dramatically worsened condition with no explicit remediation. The Town should not be concerned about promising remediation for an event its staff and experts say won’t occur, nor establishing a precedent, and the Town should not forego \$10 million with certainty, to avoid the risk of spending less than \$1million. The future of this project is in your hands.

Very truly yours,

A handwritten signature in black ink, reading "Jeffrey Brodsky", written over a horizontal line.

Jeffrey Brodsky
President of the 2000 Condominium Association, Inc.

A handwritten signature in blue ink, reading "Steven N. Tannenbaum", written over a horizontal line.

Steven Tannenbaum
President of the 2100 Condominium Association, Inc.

TOWN OF PALM BEACH

Town Council Meeting on: February 9, 2021

Section of Agenda

Regular Agenda - New Business

Agenda Title

RESOLUTION NO. 025-2021 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of RFP No. 2021-01, Retail Study for the Town of Palm Beach to Yard and Company in the Amount of \$94,500 and a Project Budget of \$113,000 and to Approve Source of Funding from Private Donations in the Amount of \$103,000.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▣ **Memorandum Dated January 31, 2021, from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 025-2021**
- ▣ **Solicitation Summary**
- ▣ **Responsive Proposers**
- ▣ **Initial Ranking**
- ▣ **Shortlisted Firms**
- ▣ **Summary of Ordinal Scoring**
- ▣ **Yard & Company Presentation Copy**
- ▣ **Yard & Co Proposal**
- ▣ **Proposal Cost**

TOWN OF PALM BEACH

Information for Town Council Meeting on: February 9, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

VIA: Jane Le Clainche, CPA, Finance Director

FROM: Dean Mealy, CPPO, Town Purchasing Manager

RE: Resolution to Approve the Award of Request for Proposal (RFP) No. 2021-01, Retail Study for Town of Palm Beach to Yard and Company in the Amount of \$94,250, a Project Budget of \$113,000 and Approve Donations in the Amount of \$103,000, **Resolution No. 025-2021**

DATE: January 31, 2021

STAFF RECOMMENDATION

Town staff recommends that Town Council approve the Award of RFP No. 2021-01, Retail Study for the Town of Palm Beach to Yard and Company in the amount of \$94,250, approve a project budget of \$113,000 and approve private donations in the Amount of \$103,000.

GENERAL BACKGROUND

The Town of Palm Beach requested proposals from qualified firms to assist the Town in its understanding of the current economic retail market and potential efforts for improving retail retention and recruitment for its existing commercial areas zoned for retail (the “Retail Areas”).

The Retail Areas include the zoning districts: C-TS – Town-Serving Commercial District, C-WA – Worth Avenue District, and C-PC – Planned Center District. The Retail Areas cover three general locations in Town: The northernmost Retail Area includes the Royal Poinciana Plaza, Royal Poinciana Way to Sunrise Avenue, the east side of Bradley Place to Atlantic Avenue, N. County Road from Royal Poinciana Way to Seminole Avenue, and the north side of Whitehall Way. The mid-town Retail Area includes S. County Road from Seaview Avenue south to Hammon Avenue, the 100, 200 and 300 blocks of iconic Worth Avenue, the area west of Golfview Road, and portions of the 100 block, all of the 200 and 300 blocks of Peruvian Avenue. The southernmost Retail Area is a small area just north of the Lake Worth Public Beach, on both sides of South Ocean Blvd. The Town wants to be strategic in its retail recruitment and retention efforts via realistic recommendations. The Town would like to better understand market trends and best practices for fostering a diverse, resilient economic environment for the Retail Areas via zoning and development review policies and procedures. We encourage the consultant to look creatively at the Retail Areas and to consider a wide range of options. The consultant will be charged to propose realistic options with possibilities for implementation.

The consultant will assist the Town by formulating a strategy to include, but not limited to, market data with existing conditions that thoroughly assess whether parcel/unit sizes, traffic flow/circulation/patterns, parking, and access can accommodate targeted tenants and uses, retailer site requirements, and the overall market viability to support the proposed uses.

The consultant will also develop a preliminary list of current impediments to such retail resilience incentives, if any, needed to implement the strategy. It is expected this analysis will result in a final retail feasibility report. If this analysis determines the Retail Areas are feasible for additional retail redevelopment, it will also identify the type and format of retail redevelopment possible and the type of retailers that would be drawn to the area. The consultant should be able to provide conceptual plans and renderings of potential re-use. If retail reduction is deemed necessary, the consultant will identify alternative land uses that would be viable to the site and geographic location as well as Zoning Code and Policy changes to effectuate the resultant strategy.

The scope had two associated tasks for deliverables, the first, a Retail Market Analysis and the second an Economic Development Strategy.

PROCUREMENT FOR THE SOLICITATION

Town Purchasing issued RFP No. 2021-06, Retail Study for the Town of Palm Beach on December 14, 2020. The solicitation was advertised on DemandStar, Public Purchase, Palm Beach Post, and the Town website. Additionally, purchasing invited eight (8) firms to participate that were recommended by Town representatives. A total of 354 firms were contacted.

The Town received a total of eleven (11) proposals of which two (2) were found to be non-responsive to the solicitation and were not considered for review by selection committee.

The following firms were put forth for initial review and ranking:

Company name
Colliers International Florida, LLC
Greensfelder Commercial Real Estate LLC
Lambert Advisory, LLC
PMG ASSOCIATES
Retail & Development Strategies LLC
RMA
Streetsense
TCG - The Chesapeake Group, Inc.
Yard & Company

The Selection Committee consisted of the following members:

- **Voting Members**
 - Michael Ainslie, Chairman of PZC
 - Paul Leone, Business Community Representative
 - Michael Pucillo, Residential Community Representative
 - Jane Holzer, Subject Matter Expert
 - Lori Berg, Subject Matter Expert
 - Wayne Bergman, Director of PZB
 - Jay Boodheshwar, Deputy Town Manager
- **Non- Voting Members**
 - Roy Assad, Board President, Palm Beach Chamber of Commerce
 - Kathie Orrico, Subject Matter Expert
 - Carolyn Stone, Director of Business Development and Operations
 - Jane LeClainche, Finance Director
 - James Murphy, Assistant Director, PZB
- **Purchasing Division Facilitators**
 - Dean Mealy, Town Purchasing Manager
 - Duke Basha, Assistant Purchasing Manager

The following four (4) firms were shortlisted for interviews via Zoom with the selection committee on January 29, 2021:

Company name
Streetsense
Lambert Advisory, LLC
Retail Development Strategies LLC (RDS)
Yard and Company

The selection committee ranked Yard and Company as the top ranked firm. Yard and Company will utilize Michael Berne of MJB Consulting as a subcontractor.

Yard and Company put forth a proposed amount of \$94,250. Purchasing will review deliverables with Wayne Bergman, James Murphy, and Jay Boodheshwar and establish a negotiation strategy for proposed pricing with the goal of securing best pricing from their initial proposal amount.

FUNDING/FISCAL IMPACT

Private donations in the amount of \$103,000, have been received. Although the contract amount is \$94,250, staff is recommending approval of \$113,000 for the project, as there may be additional project related expenses not included in the contract with Yard and Company.

PLANNING, ZONING, AND BUILDING DEPARTMENT REVIEW

This item has been reviewed by the Planning, Zoning, and Building and is approved as recommended.

TOWN ATTORNEY REVIEW

This format has been utilized by the Town in previous recommendations and was approved by the Town Attorney.

cc: Jay Boodheshwar, Deputy Town Manager
Wayne Bergman, MCP, LEED-AP, Director of Planning, Zoning, and Building
James Murphy, Assistant Director, Planning, Zoning, and Building
Duke Basha, Assistant Purchasing Manager
Eric Shibley, Senior Buyer
Selection Committee Members

RESOLUTION NO. 025-2021

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE AWARD OF RFP NO. 2021-01, RETAIL
STUDY FOR THE TOWN OF PALM BEACH TO YARD AND
COMPANY IN THE AMOUNT OF \$94,500 AND A PROJECT
BUDGET OF \$113,000 AND TO APPROVE SOURCE OF
FUNDING FROM PRIVATE DONATIONS IN THE AMOUNT OF
\$103,000.**

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

Section 1. The Town Council of the Town of Palm Beach hereby approves Resolution No. 025-2021, approving the award of RFP No. 2021-01, Retail Study for the Town of Palm Beach to Yard and Company in the amount of \$94,500 and a project total of \$113,000.

Section 2. Town Council approve acceptance of private donations in the amount of \$103,000.

Section 3. The Town Manager is hereby authorized to execute this purchase order on behalf of the Town of Palm Beach for these improvements.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 9th day of February, 2021.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

6029 RFP No. 2021-06 Retail Study for Town of Palm Beach

Summary

Name: RFP No. 2021-06 Retail Study for Town of Palm Beach

Select type of contract: Services

This is a test solicitation: No

Activate lots: No

Reference number: 2021-06

Short description: **General Information about this solicitation:**

The Town of Palm Beach (the "Town") is requesting proposals from qualified firms to assist the Town in its understanding of its economic retail market potential and efforts for its existing commercial areas (the "Study Areas"). The Town wants to be strategic in its economic development planning pursuits as well as their business recruitment and retention efforts via realistic recommendations. The Town would like to better understand market trends and best practices for fostering a diverse, resilient economic environment for the Study Areas via zoning and development review policies and procedures. We encourage the consultant to look creatively at the Study Areas and to consider a wide range of options. The consultant will be charged to propose realistic options with possibilities for implementation.

The consultant will assist the Town by formulating a strategy to include, but not limited to, market data with existing conditions that thoroughly assess whether parcel/unit sizes, traffic flow/circulation/patterns and access can accommodate targeted tenants and uses, retailer site requirements, and the overall market viability to support the proposed uses.

Award will be made to the Proposer which offers the best value to the Town. The Town reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The Town shall be the sole judge of its best interest.

Please click on "Participate" button at the bottom of this page to download solicitation package and to get started.

PRE-PROPOSAL CONFERENCE

A "NON-MANDATORY" pre-proposal meeting will be held on:

Date/Time: December 22, 2020 at 10:00 AM.

*******This pre-proposal meeting will be conducted via virtual conference. For directions to join please see instructions attached "GO TO MEETING"*******

Send any questions in writing before the start of the meeting so that the Town can ensure all questions are addressed. These questions can be sent to dbasha@townofpalmbeach.com.

Attendance is strongly encouraged as this will be the only forum to seek clarification from Town staff.

QUESTION DEADLINE

The deadline for questions is seven (7) CALENDAR DAYS before the end of the Offer Phase (due date).

Questions should be submitted through this software platform using the Question & Answer feature.

The Town may provide written addenda up to five (5) calendar days before the date fixed for receiving the bid proposals.

SELECTION COMMITTEE MEETING

Consensus Meeting will be held on January 25, 2021 at 10:00 am. Meeting will be virtual through Go To Meeting platform, please see attached instructions.

If the Selection Committee calls for Oral Interviews, purchasing will invite vendors directly with time/day. Tentative interview date is January 29, 2021.

DESIGNATED PROCUREMENT REPRESENTATIVE

The Designated Procurement Representatives for this Solicitation is:

Duke Basha
Assistant Purchasing Manager
email: dbasha@townofpalmbeach.com
Direct phone: (561) 227-7001

All communications regarding this solicitation shall be handled only by Town Purchasing Representatives.

ASSISTANCE & SUPPORT

Attached below is a file titled 'Getting Started in Negometrix - Supplier Guide'. Suppliers may also contact the Negometrix support desk at the number provide

NEGOMETRIX SUPPORT CONTACT:

(Technical) Assistance (Mon - Fri: 8 am to 6 pm)
Negometrix Service Desk
Telephone: (724) 888-5294
Email: servicedesk.us@negometrix.com

Attached description file(s):

 How to register on Negometrix.pdf 442 Kb	Download	Preview
 NEGOMETRIXGettingStarted.pptx 1717 Kb	Download	Preview
 Pre-Proposal Conference- Go To Meeting instructions .pdf 179 Kb	Download	Preview
 SELECTION COMMITTEE MEETING- Go To Meeting Instructions.pdf 37 Kb	Download	Preview

Internal description:
(Only visible to buyers)

Procedure

Procedure: ☐ Sealed with Preselection
☒ Sealed without Preselection
☐ Unsealed
☐ Ongoing selection phase
☐ Qualification System

Separate opening of vault No
(Selection phase):

Offset time between end of offer phase and visibility of offers: No

Evaluate questionnaire without price visibility (after completing the evaluation of the questionnaire, price will then be visible): No

Best and Final Offer Phase (allows for adjustment after offer phase): Yes

Quotation method: Single bid

Cancel Solicitation: No

Approval

Ask for approval: No

Other options

Allow multiple offers: No

Anonymous buyer contact: No

Show names of suppliers that started to fill out the questionnaire: No

Activate Question & Answer module: No

Currency: US dollar

Set total estimated value: No

Activate solicitation terms & conditions: No

Activate 'Specific data' tab within 'Settings': No

CPV-Codes

Solicitation Commodity Codes: **NIGP Codes**

91820 Business Consulting, Small

91821 Business Consulting, Large

91849 Finance/Economics Consulting

95605 Business Research Services

95816 Business Management Services

96110 Business Plan Development Services

Publication of this solicitation

Communities

No communities available

Publish Solicitation

Authority

Status

Participation button for suppliers

Negometrix3

Not published on Negometrix3

Disabled

6029 RFP No. 2021-06 Retail Study for Town of Palm Beach

Study Price

#	Name	Price
1	Task 01 Retail Market Analysis	
2	Task 02 Economic Development Strategy	
Total		
Editable by supplier		

Comment:

Cost

An engagement proposal with an all-inclusive not-to-exceed cost estimate for completion of the assignment and the work program proposed (such a figure to include all estimated out of pocket costs) and a listing by category of all anticipated out of pocket expenses. In addition, hourly rates for additional work or services that may be deemed necessary at a later date.

* Please add a document with any additional cost and hourly rates for any additional work as needed.

INSTRUCTIONS TO PROPOSERS & GENERAL CONDITIONS

IS-1. **Acceptance** – Submission of a Response to this Solicitation Package affirms acceptance of these Instructions & General Conditions. Any questions related to these Instructions & General Conditions shall be directed to the Purchasing Division using the method indicated in these instructions. Any questions must be submitted and resolved prior to submission of a response. Exceptions to these Instruction & General Conditions are not permitted.

IS-2. **Addendum** – The Purchasing Division may issue an Addendum to this solicitation which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The Proposer should not rely on any representation, statement or explanation whether written or verbal, regardless of the source, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between the Solicitation Package and any addenda, the last addendum issued shall prevail.

It is the Proposers responsibility to ensure receipt of all addenda and any accompanying documentation. The Proposer is required to acknowledge having reviewed the addendum within the solicitation system. Failure to acknowledge the addendum may cause the Submittal Package to be deemed non-responsive and not be considered for award.

IS-3. **Additional Information/Questions** - Any communication or inquiries are to be made in writing to the attention of the Purchasing Representative identified in the Solicitation Package no later than **SEVEN (7) CALENDAR DAYS** prior to the solicitation due date. Oral answers given by anyone shall not be authoritative. Proposers must submit their questions electronically through the online e-Proposal/RFP/Q system. The Town reserves the right to not answer questions received after the deadline for questions. Should a late question be deemed substantive by the Town the Town may issue an Addendum to answer the question and extend the due date and time for Solicitation Submittals.

IS-4. **Additional Terms** – When submitting your response do not attach any forms, proposals or documents which may contain terms and conditions of the Proposer. Inclusion of additional terms and conditions which may be on your company's standard forms, shall result in your response being declared non-responsive and rejected, as these changes will be considered a counteroffer to the Town's solicitation. Should a Proposer wish to propose terms & conditions different than those provided by the Town they must be listed as an Exception and included in the place provided to list Exceptions.

IS-5. **Applicable Laws** – Proposers are advised all Town Agreements and documentation pertinent to the Solicitation Package and Submittal Package are subject in full or in part to all legal requirements provided for in applicable Town Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapters 671-679 et seq, Florida State Statutes shall prevail as the basis for contractual obligations between the Proposer and the Town for any terms and conditions not specifically stated within the context of this Solicitation Package or resulting Agreement.

IS-6. **Award** – Award may be made to the Proposer which offers the best value to the Town. The Town reserves the right to reject any and all offers, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The Town shall be the sole judge of its best interest.

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

The Proposer understands that this RFP does not constitute an offer or an Agreement with the Proposer. An offer or Agreement shall not be deemed to exist and is not binding until proposals are reviewed by appointed staff, the best proposal identified, approved by the appropriate level of authority within the Town and executed by all parties.

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

IS-7. **Availability of Funds** – The obligations of the Town under this award are subject to the availability of funds lawfully appropriated by the Town Council.

- IS-8. **Availability of the Platform** – All responses to this solicitation must be submitted electronically through the e-Proposal/RFP Platform. Should there be any technical issues with the Platform (not user/Proposer issues) that prevents any Proposer from submitting a response within the two (2) hours immediately before the due time, the solicitation Platform provider (Negometrix) and affect all participating Proposers. The Town shall verify the technical issue or unavailability of the Platform with Negometrix, the system provider. Technical issues localized to a single Proposer will not be considered cause for an extension.
- IS-9. **Bankruptcy/Insolvency** - At the time of submittal of Proposal, vendor/firm shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the vendor/firm is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the Town may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.
- IS-10. **Binding Offer** – The submission of a Submittal Proposal Package to this Request for Proposal will constitute an incontrovertible representation by Proposer that Proposer has read, understands and is in compliance with every requirement of this Solicitation Package, that without exception the Submittal Proposal Package is premised upon performing the services and/or furnishing the commodities and materials and such means, methods, techniques, sequences or procedures as may be indicated in or required by the Solicitation Package and terms and conditions provided. The Proposer through their Submittal Package certifies the Solicitation Package provided is sufficient in scope and detail to indicate understanding of all requirements stated. Proposer Submittal Package is submitted with full knowledge and understanding of the requirements and time constraints stated.
- IS-11. **Binding on Successors and Assigns** - This Contract shall inure to and be binding on the heirs, representatives, successors and assigns of the Town and the Contractor, although Contractor may not assign this Contract or any right hereunder (except to the extent of any payments earned for purposes of collateral assignment to lenders) absent the prior written consent of the Town. Contractor acknowledges that the Town has entered into this Agreement with the Contractor after an extensive competitive Proposals process and evaluation of Contractor's particular qualifications and skills to perform the Work. Therefore, Contractor agrees that the Town may withhold the consent to assignment referred to in this subsection for any reason the Town deems appropriate in its sole and unfettered discretion.
- IS-12. **Cancellation of Solicitation** – The Town reserves the right to cancel, in whole or in part, any solicitation when it is in the best interest of the Town. Availability of all information related to a cancelled solicitation is subject to Chapter 119, Florida Statutes.
- IS-13. **Certifications** - When applicable, vendor must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Occupational License for Palm Beach County. Copy of certificate and license must be submitted with Proposal and must be in the name of the vendor shown on the Proposal Proposal page.
- IS-14. **Certification of Proposer** – Submitting a Submittal Package in response to this Solicitation Package, in addition to electronically accepting receipt of the Solicitation Package, certifies the Proposer's Authorized Agent has read, understands and accepts responsibility for the contents of this Solicitation Package and Proposer's Submittal Package and agrees to comply with all requirements prescribed in the Solicitation Package and as submitted in the Submittal Package.
- IS-15. **Changing of Forms** – If the Town discovers any Town provided forms submitted by a Proposer in response to this solicitation have been altered the Town may, at its discretion, disqualify the Proposer and not consider their response for award.
- IS-16. **Code of Ethics** - If any Proposer violates or is a party to a violation of the code of ethics of the Town of Palm Beach, Palm Beach County or the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work, goods or services for the Town of Palm Beach. The link for further information regarding the Palm Beach County Commission on Ethics is: <http://www.palmbeachcountyethics.com/ordinances-codes.htm>.
- IS-17. **Codes of Regulation** - The vendor must strictly comply with all Federal, State and local building and safety codes.
- IS-18. **Contractual Agreement** – This RFP shall be included and incorporated in the final award. The order of contractual precedence will be the Contract or Price Agreement document, original Terms and Conditions, and contractor

response. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. Any additional contract or agreement requested for consideration by the Proposer must be attached and enclosed as part of the proposal.

- IS-19. **Contract Term** – The purpose of the RFP is to enter into an agreement to provide Marina Marketing Services, during final build of the new Town Marina as agreed to by the Town and the Contractor.
- IS-20. **Town is Tax Exempt** - The Town is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The Town will provide a tax exemption certificate upon request. Contractors doing business with the Town are not exempt from paying sales tax to their Proposers for materials to fulfill contractual obligations with the Town, nor shall any contractor be authorized to use any of the Town's Tax Exemptions in securing such materials.
- IS-21. **Collusion Among Proposers** - Where two (2) or more related parties, as defined herein, each submit a response for the same Solicitation, such responses shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation of such responses. Related parties shall mean an interested party or the principals thereof which have a direct or indirect ownership interest in another interested party for the same contract or in which a parent company or the principals thereof of one interested party have a direct or indirect ownership interest in another interested party for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a response for the same materials, supplies, services, or equipment shall also be presumed to be collusive. The relationship of manufacturer or their representative(s) providing pricing to distributors while each party submits a response for the same materials, supplies, services, or equipment shall be presumed to be collusive. Responses found to be collusive shall be rejected. Respondents which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive actions may be terminated for default.
- IS-22. **Communication Restriction (Cone of Silence)** – All Proposers are prohibited from indirectly or directly communicating with any member of the Town of Palm Beach to include the Town Council, Town Manager, Town of Palm Beach staff members or consultants to the Town of Palm Beach for the project. Proposers may only communicate with Designated Purchasing Representative identified in the Solicitation Package regarding the solicitation, their submittal package, Town's Notice of Recommendation for Award, or Town's Intent to Reject (if applicable) at any time prior to the Formal Award. Any such contact prior to the Formal Award shall be cause for rejection of your submittal. The Cone of Silence begins when the ITB, RFP or RFQ is issued and ends when the actual award/rejection by Town Council is made, if the amount is greater than \$65,000. Otherwise, the end date is when the Town Purchasing Manager makes the recommendation to actually award/reject.
- IS-23. **Compliance with Occupational Safety and Health** - Proposer certifies that all material, equipment, etc., contained in his/her Proposal meets all O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer.
- IS-24. **Conflict of Interest** - The award of this solicitation is subject to Chapter 112, Florida Statutes. All respondents must disclose with their response the name of any officer, director, or agent who is also an employee of the Town of Palm Beach. Further, all respondents must disclose the name of any Town of Palm Beach employee who owns, directly or indirectly, an interest of five (5) percent or more of the Proposers company or any of its branches.
- IS-25. **Contents of the Solicitation Package and Proposers Responsibilities** – It is the responsibility of the Proposer to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Proposer will not be accepted as a basis for varying the requirements of the Solicitation Package or any resulting Contract.
- IS-26. **Contingent Fees Prohibited** - The Proposer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure any resulting Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Proposer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the Town will have the right to terminate any resulting Contract without further liability and at its discretion, deduct from the contract price,

or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of any resulting Contract.

IS-27. **Copeland "Anti-Kickback" Act** - The Proposer must comply with the Copeland "Anti-Kickback" Act, 18 USC 874 as supplemented in Department of Labor regulations, 29 CFR Part 3, prohibiting employers from inducing any person employed to give up any part of the compensation to which he or she is otherwise entitled.

IS-28. **Cost of Preparing Response** - All costs incurred by the Proposer for preparation and submittal of a response to the solicitation will be the sole responsibility of the Proposer. The Town of Palm Beach shall not reimburse any Proposer for any such costs.

IS-29. **Definitions**

- 29.1. **Addendum:** An official change or revision to a Solicitation Package issued in writing by the Purchasing Division. An Addendum will be published through the Platform.
- 29.2. **Proposal, Offer, or Response:** Shall refer to any Proposal, offer, or response submitted in regard to this Solicitation that if accepted would bind the Proposer to perform the resultant Contract.
- 29.3. **Commodity:** A marketable item produced to fulfill a need or want, and references both goods and services. More specifically the product or service requested in this solicitation.
- 29.4. **Contract:** The Agreement to provide the Commodity(s) set forth in this solicitation.
 - 29.4.1. **Purchase of Goods** - The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specifically incorporated and a Town purchase order.
 - 29.4.2. **Performance of Services** – The contract will be comprised of the Agreement between the Town and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.
- 29.5. **Contractor:** The vendor to whom Contract award has been made. Used when conditions or responsibilities apply only to the awarded Contractor.
- 29.6. **Town:** Shall refer to Town of Palm Beach, Florida.
- 29.7. **Formal Award:** Is defined as the Town Commissions approval of the solicitation award, or lacking Town Commission approval, issuance of a Notice of Award document or the issuance of a Purchase Order to the awarded Proposer.
- 29.8. **In Writing** - Writing is any mode of representing or reproducing words in a visible form. To include electronic and technological methods for the representation of words.
- 29.9. **Invitation for Proposal (IFB):** Shall mean the Online Solicitation, including any Addenda, published through the Town's Platform used to communicate Town requirements to prospective Proposers and to solicit Responses from them.
- 29.10. **Language:** The Town has established for purposes of this solicitation that the words "shall", "must", or "will" are equivalent in this solicitation and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the Town. A deviation is material if, in the Town's sole discretion, the deficient response is not in substantial accord with this IFB's mandatory requirements. The words "should" or "may" are equivalent in this solicitation and indicate very desirable conditions or requirements, but are permissive in nature. The masculine pronoun shall include the feminine and neuter and the singular shall include the plural.
- 29.11. Solicitations Issuance is based upon an ONLINE SOLICITATION SYSTEM at www.negometrix.com to post Solicitation opportunities and Solicitation Packages.
- 29.12. **Owner:** Shall refer to Town of Palm Beach, Florida.
- 29.13. **Platform:** The Town's Internet based online solicitation system (e-Proposal/RFx) is identified as and located at www.negometrix.com (Provider). The Platform is utilized by the Town and the Proposers to: 1) Allow Proposers to register and manage their company records, 2) Town posts and issues Town Solicitation Packages for Proposers from inception to award of a Solicitation, 3) Allows Proposers to submit a response online, electronically, through the Platform, 4) Allows Proposers to view all public record documents related to an Online Solicitation. May also be referred to as e-Proposal/RFx System, or System.
- 29.14. **Pricing Sheet:** The area within the Platform that Proposers will provide their pricing response for the Solicitation. Also known as Schedule of Proposal Items.
- 29.15. **Purchase Order:** The Town's document to a Proposer formalizing all the terms and conditions of a proposed transaction, such as a description of the requested items, cost of items being purchased, delivery schedule, terms of payment, and transportation. For formal solicitations the Purchase Order will incorporate the Terms & Conditions of the solicitation.
- 29.16. **Responsible:** Refers to a Proposer that has the capability to perform the work required under a Solicitation and is otherwise eligible for award.
- 29.17. **Responsive:** Refers to a Proposers Submittal Package or response when the Submittal Package conforms to

- the instructions and format specified in the Solicitation Package.
- 29.18. **Proposer:** A general reference to any entity responding to this solicitation and must be the party entering into the Contract with the Town; also includes Proposer, contractor, company, respondent, vendor, etc.
- 29.19. **System:** See *Platform*.
- 29.20. **Solicitation:** See *Solicitation Package*.
- 29.21. **Solicitation Package:** Will mean the group or collection of information that constitutes the information detailing the solicitation requirements and requesting responses, Proposals, offers or submittals from eligible Proposers. The information may be in the form of electronic documents, files and information contained within data fields in the Platform. Solicitations may be in the form of a Request for Quote, Invitation for Proposal, request for Proposal, Request for Qualifications or Invitation to Negotiate. Also referred to as a Solicitation.
- 29.22. **Submittal Package:** The Submittal Package is defined as a Proposers submittal or response to all Solicitation Package Requirements as stated in the Platform. All areas requiring a response must be completed by the Proposer, failure to do so may result in the Proposers Submittal Package being deemed non-responsive and not considered for award. Also known as Solicitation Response, Proposal, Offer, or Response.
- IS-30. **Disclosure and Disclaimer** – Any action taken by the Town in response to proposals made pursuant to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the Town or their advisors.

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

Following submission of a proposal, the Proposer agrees to deliver, within three (3) business days of Town’s request, such further details, information and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer’s affiliates, officers, directors, shareholders, partners and employees, as requested by the Town.

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

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

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

- IS-31. **Disputes** - In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the Town of Palm Beach Purchasing Manager shall be final and binding on both parties.
- IS-32. **Discounts** - Proposers may offer a discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for Proposal evaluation purposes unless otherwise specified in Special Conditions. Proposers should reflect any discounts to be considered in the Proposal evaluation in the unit prices Proposal.

- IS-33. **Drug Free Workplace** - Preference shall be given to businesses with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process
- IS-34. **E-Verify** - The Town of Palm Beach is an E-Verify employer for the purposes of verifying work authorization. Work authorization for those contracted to provide services and/or goods to the Town of Palm Beach is the sole responsibility of the contracted vendor and/or service provider.
- IS-35. **EEO Statement** - TOWN is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, sex, age and non-disqualifying physical or mental disability
- IS-36. **Eligibility** – It is the policy of the Town to encourage full and open competition among all available qualified Proposers. All Proposers regularly engaged in the type of work specified in the solicitation are encouraged to submit responses. Eligibility requirements for contract award are:
- 36.1. Have NO delinquent indebtedness to the Town of Palm Beach or other federal, state, or municipal agencies;
 - 36.2. Shall be regularly and consistently engaged in providing services the same or similar to those being requested in the solicitation;
 - 36.3. Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract;
 - 36.4. Be able to comply with the required or proposed delivery or performance schedule;
 - 36.5. Have a satisfactory record of performance. Proposers who are or have been deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each are considered, in the absence of evidence to the contrary or circumstances properly beyond the control of the contractor) shall be presumed unable to meet this requirement. Past unsatisfactory performance will ordinarily be sufficient to justify a finding of non-responsibility;
 - 36.6. Proposers performing work for the Town at the time responses to this solicitation are received may be deemed non-responsible and not considered for award of this solicitation should their current performance be rated as less than satisfactory by the Town's designated representative. Previous award of work does not guarantee future award(s). The Proposers must perform satisfactorily and professionally on all Town work undertaken;
 - 36.7. Have a satisfactory record of integrity and business ethics;
 - 36.8. Be properly licensed by the appropriate regulatory agency for the work to be performed;
 - 36.9. Not have any previous investigations where the Proposer was found at fault and penalized; or current investigations where disposition is pending by the regulatory agency responsible for licensing Contractors; and
 - 36.10. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- IS-37. **Electronic Submission of Responses** – All references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the “Submit” button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within the Town's Platform. The Proposer agrees that the action of electronically submitting its response constitutes:
- 37.1. an electronic signature on the response, generally,
 - 37.2. an electronic signature on any form or section specifically calling for a signature, and
 - 37.3. an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
 - 37.4. an affirmative acknowledgement that any employee submitting the response under the Proposers account has been authorized to submit such a response.
- IS-38. **Electronic Posting of Solicitation Package.** The Town's **ONLY** official outlet for publication and posting of Town of Palm Beach solicitations is on the Negometrix Platform. The Platform is the only place the Town will post solicitation information, addendums, question & answer and contract related information. The Town will not honor or verify information redistributed or reposted by other entities on other Internet sites. Proposers relying on such 'second hand' information will do so at their own risk and of no consequence to the Town.
- IS-39. **Execution of Contract** – The Proposer to whom the Town intends to award a Contract will be required to execute a Contract document within **ten (10) days** from the date of the Notice of Recommendation for Award, and deliver such executed instruments as instructed to the Town of Palm Beach Purchasing Division. The Town expects the Proposer to execute all Contracts by electronic signature through a system provided by the Town.

- IS-40. **File Uploads** – All electronic files uploaded must be in a common format accessible by software programs the Town uses. Those common formats are generally described as Microsoft Word (.doc or .docx), Microsoft Excel (.xls or .xlsx), Microsoft Power Point (.ppt or .pptx), or Adobe Portable Document Format (.pdf.). Proposers will not secure, password protect or lock uploaded files; the Town must be able to open and view the contents of the file. Proposers will not disable or restrict the ability of the Town to print the contents of an uploaded file. Scanned documents or images must be of sufficient quality, no less than 150 dpi, to allow for reading or interpreting the words, drawings, images or sketches. The Town may disqualify any Submittal Response that does not meet the criteria stated in this paragraph.
- IS-41. **Governing Law/Jurisdiction** – The interpretation, effect, and validity of any Contract(s) resulting from this Solicitation shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Lake County, Florida, in the event that a suit is brought for the enforcement of any term of the contract(s) or otherwise relating to any contract(s) or these Instructions to Proposers and General Conditions, and any addenda.
- IS-42. **Indemnification** - To the fullest extent allowed by law the Contractor shall protect, defend, reimburse, indemnify and hold harmless the Town of Palm Beach, and the Town's officers, agents, employees free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, attorneys or other professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, cause or causes of action of very kind and character in connection with, or arising directly or indirectly out of or related to this Contract and the Work performed hereunder. Without limiting the generality of the foregoing, Contractor's Indemnity shall include all claims, damages, losses, or expense arising out of or related to personal injury, death, damages to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright, proprietary information, or applications of any thereof, or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or order of any court. Contractor agrees to investigate, respond, adjust and provide a defense for all and any such claims, demands and actions at Contractor's sole expense and agrees to bear and remain liable for all such other costs and expenses relating thereto, even if such claim is groundless, false or fraudulent. Notwithstanding the foregoing, Contractor's Indemnity shall not extend to liability for damages to persons or property to the extent such damage was caused by any act, omission, or default of the Town, or by the Town's officers, agents and employees.
- Contractor acknowledges and agrees that TOWN would not enter into a contract without this indemnification of TOWN by Contractor, and that TOWN'S entering into a contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the Contract. Nothing in this Contract shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.
- IS-43. **Late Submittal Packages** – Submittal Packages received in hard copy format or delivery by other electronic means made after the established due date and time will be deemed late and non-responsive. Late Submittal Packages will not be considered for award. Late Submittal Packages received and in the possession of the Town will remain the property of the Town and will not be returned to the Proposer. The Platform will not allow Proposers to submit a Submittal Package after the established due date and time has passed.
- IS-44. **Licenses and Permits** - When applicable, it shall be the responsibility of the successful Proposer to obtain at no additional cost to the TOWN, any and all licenses and permit required to complete contractual service. A copy of these licenses and permits shall be submitted prior to commencement of work. Permit fees shall be waived for this work, however, the successful vendor must pay any applicable TOWN Occupational License fees.
- IS-45. **Liquidated Damages** - Failure to complete the Project or delivery the work in accordance with the specifications and to the satisfaction of the Town within the time stated shall cause the selected Proposer to be subject to charges for liquidated damages in the amount of 1% of the annual contract amount for each and every calendar day the Selected Proposer fails to timely achieve substantial completion and/or final completion. As compensation due the Town for loss of use and for additional costs incurred by the Town due to such non-completion of the work, the Town shall have the right to deduct the liquidated damages from any amount due, or that may become due to the selected Proposer under this agreement, or to invoice the selected Proposer for such damages if the costs incurred exceed the amount due to the selected Proposer.
- IS-46. **Lobbying Prohibited** - Proposers are not to contact or lobby any Town personnel related or involved with this Request for Proposals.

All oral or written inquiries are to be directed to the Purchasing Division as instructed herein. Any violation of this condition may result in rejection and/or disqualification of the Proposer.

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

IS-47. **Legal Requirements** - Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

(a) Vendors doing business with the TOWN are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex, age or non-disqualifying physical or mental disability, with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

(b) Identical Tie Proposals/Proposals shall be awarded in accordance with the preference established in Section 287.087, Florida Statutes, to a vendor submitting the attached Drug-Free Workplace Certification form properly completed and certified. In the event that tie Proposals are received either from vendors who have all submitted a Drug-Free Workplace Certification or none of whom who have submitted such certification, the award will be made in accordance with TOWN purchasing procedures pertaining to tie Proposals.

(c) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity, crime may not submit a Proposal on a contract to provide any goods or services to a public entity may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, Proposer, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO (Currently \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

IS-48. **Mistakes In Submittal Package**

- 48.1. Correction of mistakes or withdrawal of a submittal package after the established due date and time will not be allowed.
- 48.2. Mistakes Where Intended Correct Price is Not Evident - If within twenty four (24) hours after submittal packages are opened, any Proposer files a duly signed written notice with the Town, through the office of the Purchasing Manager, and within five (5) calendar days thereafter demonstrates to the satisfaction of the Town, by clear and convincing evidence, that there was a material and substantial clerical mistake in the preparation of the submittal package or that the mistake is clearly evident in the solicitation package but the intended correct submittal package is not similarly evident, then the Purchasing Manager may reject their submittal package response. Thereafter, the Proposer will be disqualified from further participating on the subject contract.
- 48.3. Mistakes Where Intended Correct Response Is Evident - If the mistake and the intended correct price are clearly evident in the submittal package, the response shall be corrected to the intended correct response. Examples of mistakes that may be clearly evident in the submittal package are errors in extending unit prices, mistakes in totaling line item extended prices to the total price, and arithmetic errors. Mistakes in unit prices **WILL NOT** be corrected.
- 48.4. Unit prices shall prevail in the event of an error in the Proposer's Submittal Package.
- 48.5. Minor Informalities - Minor informalities are matters of form rather than material substance from the solicitation, or non-material mistakes that can be waived or corrected without prejudice to other responding Proposers. Material substance is defined as any portion of a Proposer's response that materially affects the submittal package, which includes but is not limited to, the effect on price, quantity, quality, manufacturer, product, delivery, or contractual conditions and shall not be considered a minor informality.

IS-49. **Offer Phase** – Within the Platform the Offer Phase is the time period that Proposers can submit a response to the solicitation. The Offer Phase has a beginning date and time and an ending date and time. The ending date and time of the Offer Phase is the deadline for all responses to the solicitation (a/k/a Proposals). The Platform will not allow Proposers to submit responses after the Offer Phase has closed.

IS-50. **Non-Collusion** - Proposer certifies that his Proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

IS-51. **Material Safety Data Sheets** - In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any toxic substance resulting from this Proposal. The MSDS must include the following information:

- (a) The identity used on the chemical product's label.
- (b) The chemical and the common name(s) of all ingredients, which have been determined to be a health hazard.
- (c) Physical and chemical characteristics of the hazardous chemicals (i.e. vapor pressure, flashpoint).
- (d) The physical hazards of the hazardous chemical, including the potential for fire, explosion and reactivity.
- (e) The health hazards of the hazardous chemical, including signs and symptoms of exposure.
- (f) The primary route(s) of entry.
- (g) The Occupational Safety and Health Administration (OSHA) permissible exposure limit, American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value, and any other exposure limit used or recommended.
- (h) Whether the hazardous chemical is listed on the National Toxicology Program (NTP) Annual Report on Carcinogens (latest edition) or has been found to be a potential carcinogen.
- (i) Any general applicable precautions for safe handling and use that are known.
- (j) Any general applicable control measures, which are known.
- (k) Emergency and first aid procedures.
- (l) The date of MSDS preparation or last change to it.
- (m) The name, address and telephone number of the chemical Manufacturer or importer.

IS-52. **News Releases** – The proposer shall obtain the prior approval of the Town Manager's Office of all news releases or other publicity pertaining to this RFP, the service, or project to which it relates.

IS-53. **Pre-Solicitation Conference / Site Visit** – If a pre-solicitation conference / site visit (meeting) is specified on the information page of the Solicitation Package it will also indicate the attendance requirement as mandatory or non-mandatory. The Town reserves the right to change the attendance requirement through the issuance of an Addenda if it is found to be in the best interest. This would typically be done if there was very low or no attendees at a Mandatory meeting.

53.1. **Mandatory** - If the meeting is stated to be Mandatory, Proposers interested in submitting a Response MUST attend the meeting and be represented on the Attendee Sign-in Sheet under the same name as the Submittal Response will be submitted under.

53.2. **Non-Mandatory** - If the meeting is stated to be non-mandatory, attendance by Proposers interested in submitting a Response is optional. However, Proposers are responsible for familiarizing themselves with the project and the site conditions if applicable. A non-mandatory meeting does not excuse the Proposers from visiting the site if it is required to become familiar with the project and the conditions.

IS-54. **Protests** – Protests can only be made by Interested Parties. Protests must be submitted in writing to the Purchasing Manager at 951 Okeechobee Rd, Suite D., West Palm Beach, FL 33401, no later than three (3) business days after the day the Notice of Recommendation to Award is published and distributed. Protests submitted by electronic mail are acceptable. The written protest must specifically state the reason for the protest and exactly what is being protested. Protests received after the deadline will not be considered. The Purchasing Manager will respond to protests no later than seven (7) business days from the day it is received. In case of a protest the determination and decision of the Town of Palm Beach Purchasing Manager shall be final.

IS-55. **Payments** - Payment will be made by the TOWN after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the order number. Terms of payment are net 30 days after services have been completed and accepted. Invoice must reflect purchase order number.

The Town of Palm Beach shall issue direct payments (ACH) or purchasing card for payment of all invoices with the goal of a greener footprint.

IS-56. **Palm Beach County Inspector General** - The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination

IS-57. **Price Quoted** - Proposer warrants by virtue of Proposal that prices shall remain firm for a period of hundred and twenty days (120) days from the date of Proposal opening or time stated in Special Conditions.

IS-58. **Pricing** - The Town requires a firm price for the contract period. Invoices will be checked to confirm compliance

with negotiated pricing. Failure to hold prices firm through the entire contract term will be grounds for contract termination

IS-59. **Price Delivery** - Price quoted must be the price for new merchandise and free from defects. Any Proposals containing modifying or "escalator" clauses will not be considered unless specifically requested in the Proposal specifications.

"Acceptance" as herein used means the acceptance by Town of Palm Beach, herein referred to as TOWN, after the Purchasing Agent or his authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries of all items shall be made as soon as possible. In the appropriate blank on the Proposal form, the vendor must indicate the best delivery date after receipt of order (ARO). Deliveries resulting from this Proposal are to be made during the normal working hours of the TOWN. Time is of the essence and the Proposer's delivery date must be specified and adhered to. Should the Proposer, to whom the order or contract is awarded, fail to deliver on or before his/her stated date, the TOWN reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful Proposer(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

IS-60. **Public Entity Crimes** – Pursuant to Section 287.133(12)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Submittal Package (Proposal Response) on a contract to provide any goods or services to a public entity, may not submit a bond on a contract with a public entity for the construction or repair of a public building or public work, may not submit Submittal Package (Proposal Response) on leases of real property to a public entity may not be awarded or perform work as a contractor, Proposer, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$25,000) for a period of 36 months from the date of being placed on the convicted vendor list."

IS-61. **Public Records Law** – The State of Florida has a very broad public records law. Florida Statute Chapter 119 will apply to all responses to this solicitation including FSS 119.071(1)(b).

61.1. FSS 119.071(1)(b) – General exemptions from inspection or copying public records. Sealed Proposals or proposals received by an agency pursuant to invitations to Proposal or requests for proposals are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 10 days after Proposal or proposal opening, whichever is earlier. If an agency rejects all Proposals or proposals submitted in response to an invitation to Proposal or request for proposals and the agency concurrently provides notice of its intent to reissue the invitation to Proposal or request for proposals, the rejected Proposals or proposals remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) concerning the reissued invitation to Proposal or Request for Proposal or until the agency withdraws the reissued invitation to Proposal or request for proposals. This sub-subparagraph is subject to the Open Government Sunset Review Act in accordance with s. 119.15 and shall stand repealed on October 2, 2011, unless reviewed and saved from repeal through reenactment by the Legislature. The Town shall disclose information in accordance with the applicable public records law.

61.2. Contractor Responsibility:

61.2.1. Keep and maintain public records required by the public agency to perform the service.

61.2.2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

61.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

61.2.4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements of retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

61.2.5. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Town Clerk, or designee at:**

Phone 561-838-5416 or Email records@townofpalmbeach.com

IS-62. **Rights and Privileges** – Rights and privileges granted by the Town shall not be assigned or transferred in any manner whatsoever without written approval of the Town Council. At all times during the term of the contract the Contractor shall act as an independent contractor and at no time shall the Contractor be considered an agent or partner of the Town. The Contractor shall obtain and pay for all permits, licenses, Federal, State and Local taxes chargeable to its operation.

IS-63. **Qualifications of Respondents** - The Town of Palm Beach reserves the right before awarding the contract, to require the Proposer to submit such evidence of his qualifications and experience as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent.

63.1. The Proposer is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to a Proposal thereby if awarded the Contract. Ignorance of legal requirements on the part of the Proposer will in no way relieve him of responsibility.

63.2. Any Proposer may be required to show to the complete satisfaction of the Town that he has the necessary personnel, facilities, abilities, and financial resources to perform the work in a satisfactory manner and within the time specified.

63.3. Proposer must possess any and all required licenses to perform and complete the work necessary in this project. The Proposer must be licensed at the time of submitting their Proposal and the license must be in effect for the entire period of the project.

IS-64. **Questions and Answers** – All answers to questions of substance will be publicly published within the Platform. Proposers are required to review all questions and answers within the solicitation. Questions and answers are as authoritative as any information issued in a formalized addendum and incorporated into the Solicitation or any Contract resulting from this Solicitation.

IS-65. **Responsibility of Proposer to Inform Himself as to All Conditions Relating to Project** - The respondent, by and through the submission of his Response, agrees that he will be held responsible for having examined the site if applicable to this Solicitation.

IS-66. **Responsiveness (Solicitation Responses)** – Responses shall conform in all material respects to the solicitation in order to be considered for award. Any response which fails to conform to the solicitation's essential requirements may be rejected. An effective solicitation response will be submitted formatted to the solicitation specifically with particular attention paid to providing the information necessary to meet the evaluation factors in detail. The Submittal Proposal Package must demonstrate to the Town that the respondent is highly qualified with regard to each requirement in the solicitation.

IS-67. **RESTRICTED AREAS DURING OFFICIAL DIGNITARY VISITS, EMERGENCIES AND WEATHER EVENTS**

The Town of Palm Beach may become a restricted area during official Dignitary visits, emergencies and significant weather events. Contractor and workers may be asked to show Town issued ID during this period. The successful contractor and workers assigned to this project will be required to come to the Police Department prior to the start of the contract to have their fingerprints taken at no charge to contractor. If the fingerprint background check returns with

no warrants or felonies, the contractor and workers will be given a picture ID for access to Palm Beach Island during this period. This process takes up to three (3) business days and needs to be planned accordingly.

- IS-68. **Right to Accept or Reject Submittals** – Submittals which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every respect with the solicitation, and the Contract Documents, may be rejected at the option of the Town of Palm Beach.
- 68.1. The Town of Palm Beach does not bind itself to accept the lowest price for the minimum specifications stated herein, but reserves the right to accept any response which in the judgment of the Town will best serve the needs and interests of the Town of Palm Beach.
- 68.2. If, at the time this contract is to be awarded, the lowest Cost Response submitted by a responsible Proposer having acceptable qualifications and abilities to perform the work, does not exceed the amount of funds then estimated by the Town as available to fund the work under the contract; the contract may be awarded to that Proposer.
- IS-69. **Safety Regulations** - Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.
- IS-70. **Securitized Companies** - By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.
- IS-71. **Signature of Proposer** – See Electronic Submission of Responses.
- IS-72. **State Registration Requirements** – Any corporation submitting a Submittal Package in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, (800) 755-5111 (<http://www.dos.state.fl.us>).
- IS-73. **State Professional Licenses** – The Proposer shall hold all required Professional Licenses as issued by the State of Florida Department of Business and Professional Regulation at the time their Response is submitted and maintain said licenses for the duration of a Contract if awarded.
- IS-74. **Subcontractors**
- 74.1. **Subcontractors Listing** – A question in the Solicitation Package requests Proposers to submit their list of subcontractors to be used for performance of construction services under an awarded Agreement. Proposers shall provide names of subcontractors they have committed for the Contract. Not listing sufficient subcontractors to perform each trade or not indicating a trade or trades will be self-performed may be grounds for deeming the submittal response non-responsive and not considering the Proposer for award. **PROPOSERS MUST LIST THEIR SUB-CONTRACTORS.**
- 74.2. **Subcontracting** – Unless otherwise specified in this solicitation or Contract Documents, the Contractor shall not change subcontractors from those listed on their Subcontractor Listing form provided in advance of the Notice to Proceed being issued. Changes to Subcontractors may only be made following Contractor submitting a revised Subcontractor Listing and written approval by the Town of the requested change in the subcontractor(s).
- IS-75. **Termination for Convenience** –
- 75.1. a. The Town may terminate performance of work under this contract in whole or in part (the "Work Terminated") if the Town determines that such termination is in the Town's best interest. The Town shall terminate by delivering to the Contractor a Notice of Termination, specifying the extent of the Work Terminated and the effective date.

- 78.1. b. After receipt of a Notice of Termination, a Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 - 78.1. b.1. Stop work as specified in the notice.
 - 78.1. b.2. Complete performance of the work not terminated.

IS-79 **Termination for Default** - The Town of Palm Beach may, subject to paragraphs below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 79.1.a Perform the services within the time specified;
- 79.1.b Make progress, so as to endanger performance of this contract; or
- 79.1.c Perform any of the other provisions of this contract.

IS-80 **Withdrawal of Response** - Any response to this solicitation may be withdrawn prior to the due date and time (Offer Phase Ending) specified in the solicitation package or as revised by an addenda. Following the ending of the Offer Phase no response may be withdrawn by a Proposer.

[END]

EVALUATION AND SELECTION COMMITTEE OVERVIEW

SC-1. **EVALUATION AND AWARD** - The Town will select proposals deemed most qualified based on the submittal criteria. The Selection Committee will rank those Proposers whose proposals are deemed most qualified.

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

SC-2. **EVALUATION CRITERIA** - The criteria and weights as shown herein shall be utilized in the evaluation of the proposals. The Selection Committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the Town, based on the evaluation criteria as specified, herein

SC-3. **SELECTION COMMITTEE** - A Selection Committee, consisting of Town personnel and subject matter experts will review and rank proposals individually utilizing a numeric score for the initial ranking.

The Selection Committee will convene to form a consensus vote of rankings of proposals. This meeting allows for Selection Committee Members to change their initial ranking of proposals based on open discussion. The Selection Committee shall provide a list of the rankings. The Selection Committee may decide to request Oral Presentations by the top ranked firms or determine the actual proposal to be sufficient to recommend award.

The Purchasing Manager or designee shall serve as the Selection Committee Lead which is a non-voting position.

SC-4. **ORAL PRESENTATIONS** - Upon completion of the evaluation of all written proposals, the Selection Committee may recommend award to the Proposer with the highest score, or to invite those firms in the "Competitive Range" to give an oral presentation. Only those firms with the highest rated scores in accordance with the stated criteria and their weights will be invited to give oral presentations. The Evaluation Criteria may be changed for the oral presentations evaluation phase. References and site visits (if completed) shall be included in the final evaluation criteria, along with other criteria and weights as determined by the Selection Committee. During the oral presentations, the Proposers should relate their discussion to the revised evaluation criteria, which will include (but not be limited to) their approach to the project. The proposed Project Manager shall be in attendance. Finalists will be informed as to the revised criteria prior to their oral presentation.

The Town will utilize Ordinal Scoring (Best Value Scoring) after initial ranking as noted:

Ordinal Scoring or Best Value Scoring - In the event that the Town develops a "short-list" ranking for proposal responses to this Request for Proposal/Qualifications, the Town may utilize an Ordinal Scoring (Best Value Scoring) process for the continuation of oral presentation (second round), following the completion of any applicable oral presentations. The Ordinal Scoring (Best Value Scoring) will require the Evaluation Committee to assign a composite score rank, based on the Committee's determination of the relative overall value of the Proposer's response. Composite scores will rank responses from 1 (1st place), 2 (2nd place), and so on, for the total number of responses under consideration. There can be no tie for first place. If the Selection Committee cannot determine a number one ranked firm after the continuation, then the vote reverts back to the score after the first round of the oral interviews.

SC-5. **SELECTION** - Consultant selection and award of contract (RFQ's) shall be done in accordance with the State of Florida CCNA and Town policies and procedures. The Selection Committee will evaluate, rank all qualified proposers, and prepare a shortlist. Additionally, the Committee may receive presentations and recommend to the Town Council one or more firms determined to be the most qualified to provide the consulting services required. The Town will negotiate a contract with the top ranked firm, or succeeding ranked firms should negotiations fail. Award shall be based on all the information submitted by the consultant, a thorough review of all references provided and criteria set forth herein.

SC-6. **FINAL SELECTION** - The Selection Committee will submit the recommended award to the highest ranked Proposer (with all Proposers in ranked order) to the Town Council for final approval. The Town will select the firm that meets the best interests of the Town. The Town shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The Town's decisions will be final. Upon Council authorization, contract negotiations will

be initiated with the first ranked firm. If those negotiations are unsuccessful, the Town will formally terminate negotiations with the first ranked firm and will commence contract negotiations with the next ranked firm, etc. Upon successful contract negotiations with the prevailing firm, the remaining firms will be notified that the process has been completed and that they were not selected.

SC-7. **CONTRACT** – The selected Proposer, will be expected to enter into a formal agreement at the time of contract award. The selected Proposer will also be expected to submit a scope of services for the purpose of entering into a formal contract. Scope of services and pricing shall be negotiated and decided prior to award of contract and become part of the contract document at award.

Select Year:

The 2017 Florida Statutes

[Title X](#)

[Chapter 119](#)

[View Entire Chapter](#)

PUBLIC OFFICERS, EMPLOYEES, AND RECORDS PUBLIC RECORDS

119.0701 Contracts; public records; request for contractor records; civil action.—

(1) DEFINITIONS.—For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. [119.011\(2\)](#).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS.—In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [\(telephone number, e-mail address, and mailing address\)](#).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(3) REQUEST FOR RECORDS; NONCOMPLIANCE.—

(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. [119.10](#).

(4) CIVIL ACTION.—

(a) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

(b) A notice complies with subparagraph (a)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

History.—s. 1, ch. 2013-154; s. 1, ch. 2016-20.

BACKGROUND DOCUMENTS

Comp Plan –

<https://www.townofpalmbeach.com/DocumentCenter/View/6953/TOWN-OF-PALM-BEACH-COMPREHENSIVE-PLAN-EVALUATION--APPRAISAL-BASED-AMENDMENTS---TRANSMITTAL-TO-FDEO--?bidId=>

Zoning District Map –

<https://www.townofpalmbeach.com/DocumentCenter/View/984/Zoning-Map?bidId=>

Zoning Code –

https://library.municode.com/fl/palm_beach/codes/code_of_ordinances?nodeId=PTIICOOR_CH134ZO

Palm Beach, Florida

INTRODUCTION

The Town of Palm Beach (the "Town") is requesting proposals from qualified firms to assist the Town in its understanding of the current economic retail market and potential efforts for improving retail retention and recruitment for its existing commercial areas zoned for retail (the "Retail Areas").

The Retail Areas include the zoning districts: C-TS – Town-Serving Commercial District, C-WA – Worth Avenue District, and C-PC – Planned Center District. The Retail Areas cover three general locations in Town: The northernmost Retail Area includes the Royal Poinciana Plaza, Royal Poinciana Way to Sunrise Avenue, the east side of Bradley Place to Atlantic Avenue, N. County Road from Royal Poinciana Way to Seminole Avenue, and the north side of Whitehall Way. The mid-town Retail Area includes S. County Road from Seaview Avenue south to Hammon Avenue, the 100, 200 and 300 blocks of iconic Worth Avenue, the area west of Golfview Road, and portions of the 100 block, all of the 200 and 300 blocks of Peruvian Avenue. The southernmost Retail Area is a small area just north of the Lake Worth Public Beach, on both sides of South Ocean Blvd.

The Town wants to be strategic in its retail recruitment and retention efforts via realistic recommendations. The Town would like to better understand market trends and best practices for fostering a diverse, resilient economic environment for the Retail Areas via zoning and development review policies and procedures. We encourage the consultant to look creatively at the Retail Areas and to consider a wide range of options. The consultant will be charged to propose realistic options with possibilities for implementation.

The consultant will assist the Town by formulating a strategy to include, but not limited to, market data with existing conditions that thoroughly assess whether parcel/unit sizes, traffic flow/circulation/patterns and access can accommodate targeted tenants and uses, retailer site requirements, and the overall market viability to support the proposed uses.

The consultant will also develop a preliminary list of current impediments to such retail resilience incentives, if any, needed to implement the strategy. It is expected this analysis will result in a final retail feasibility report. If this analysis determines the Retail Areas are feasible for additional retail redevelopment, it will also identify the type and format of retail redevelopment possible and the type of retailers that would be drawn to the area. The consultant should be able to provide conceptual plans and renderings of potential re-use. If retail reduction is deemed necessary, the consultant will identify alternative land uses that would be viable to the site and geographic location as well as Zoning Code and Policy changes to effectuate the resultant strategy.

SCOPE OF SERVICES

The Retail Areas includes the Town's various commercial areas (see attached). Over the past five to ten years, the Retail Areas has experienced an increasing number of vacancies. These vacancies leave the Retail Areas lacking in pedestrian energy and the Town is concerned about a diminishing vibrancy of its commercial areas and the potential of tax base reduction.

Task 01 | Retail Market Analysis

The Town is seeking a retail market analysis that will provide for current and future retail needs to ensure the continued economic health of the Town. A market analysis report outlining potential regeneration options for the Retail Areas based on market realities will be the result of the first task of this project that involves the following:

- Existing conditions assessment — The consultant conducts an initial assessment and inventory of the Retail Areas taking into consideration access, land use, zoning, utilities, transportation, neighborhood conditions and recent land use and retail development trends. This assessment should go beyond Census data to include a breadth of psychographics for further characterization of the Town.
- Customer profiles — Provide customer profile information to assist with better understanding customer behavior and how to market and serve them.
- A review of Town of Palm Beach codes, regulations, and policies.
- Needs assessment - Determine the Town's interest and desire for certain types of potential uses or redevelopment and the scale, intensity and economic market for those uses.
- Market and retail GAP analysis — Complete a market study to understand supply and demand conditions for our retail market capacity for the Retail Areas. The analysis should include a leakage analysis to determine what, if any, retail demand is not being met locally; and
- Retail Market Analysis Report — Prepare a report compiling data and findings from the existing conditions assessment, needs assessment, and market and retail GAP analysis.

Task 02 | Economic Development Strategy

The selected consultant is expected to develop a more detailed and refined strategy for the Retail Areas. The resulting strategy should provide a more in-depth detailed analysis with recommendations on how to improve the quality and diversity of uses within the Retail Areas as well as outline how the Town can leverage resources that will positively influence the regeneration of the Retail Areas.

A more detailed and refined strategic report should:

- Outline the dynamics of the trade area;
- Address specific relevant issues such as business mix, vacancies, and market competition from surrounding communities;
- Identify the appropriate uses for the site that is supported by market data and Town interests and desires;

- Provide a total of two conceptual regeneration plans based on the identified uses for the Retail Areas to be used by the Town, the owner(s) and their designee to market these newly defined opportunities;
- Support business expansion and recruitment efforts;
- Recommend potential public incentives that could improve the Retail Areas' viability for regeneration;
- Provide a recommendation of prospective tenants to assist the Town and property owner(s) with targeted marketing efforts;
- Provide a detailed recruitment strategy that includes marketing recommendations;

The process should involve:

- Scoping — undertake an in-person tour and analysis of the Retail Areas;
- Meetings with staff, residents and stakeholders — this includes Town staff, Planning & Zoning Commissioners, Town Council members, residents, business associations, and individual business and property owners;
- Recommendations — where do we go from here and what are the steps required for implementation?; and
- Presentation to staff, Planning & Zoning Commission and Town Council — this could involve special public meetings and/or presentation to the Planning and Zoning Commission and Town Council.

Deliverables

The consultant will assemble the components into final documents for review. The consultant team will provide the Town of Palm Beach with 10 hard copies of the final report and an electronic version of the final report in both PDF and MS Word formats.

SUBMITTAL REQUIREMENTS

1) Qualifications of the Firm

A Statement of Qualifications, including resume of personnel proposed for assignment to this engagement; the name of the primary person for this work; a list of previous clients; and a description of how the firm will assure quality of staff skills and work product. In addition, provide a summary of relevant experience as it pertains to economic feasibility and development planning in mature communities.

Submittal of a sample copy of pertinent previous work which is related to this assignment is highly encouraged.

2) Approach to Engagement and Proposed Work Program

An outline of the proposed work program including description of approach to the assignment tasks; the proposed steps or actions to be taken in the development of the work; and anticipated

timelines for work components and assignment completion. In addition, please provide an estimate of time needed regarding Town staff and the recommending bodies' role in the consultant's work.

3) Cost

An engagement proposal with an all-inclusive not-to-exceed cost estimate for completion of the assignment and the work program proposed (such a figure to include all estimated out of pocket costs) and a listing by category of all anticipated out of pocket expenses. In addition, hourly rates for additional work or services that may be deemed necessary at a later date.

SELECTION PROCESS

Responses to this RFP will be reviewed by a selection committee approved by the Town Manager and an engagement recommendation will be made to the Town Council after the review process is complete. Of prime importance for this assignment will be the consultant's experience and ability to provide high quality work. Final consultant engagement selection is subject to negotiation approval of the Town Council.

BACKGROUND DOCUMENTS

The following background documents should be studied in order to develop the proposals:

The Town of Palm Beach 2017 Comprehensive Plan –

<https://www.townofpalmbeach.com/DocumentCenter/View/6953/TOWN-OF-PALM-BEACH-COMPREHENSIVE-PLAN-EVALUATION--APPRAISAL-BASED-AMENDMENTS---TRANSMITTAL-TO-FDEO--?bidId=>

Town Zoning District Map –

<https://www.townofpalmbeach.com/DocumentCenter/View/984/Zoning-Map?bidId=>

Town Zoning Code –

https://library.municode.com/fl/palm_beach/codes/code_of_ordinances?nodeId=PTIICOOR_CH134ZO

6029 RFP No. 2021-06 Retail Study for Town of Palm Beach

Preparation phase Ends on **Dec 15 2020 7:00 AM**
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Company administrator:


 Solicitations Palm Beach
 (561) 838-5406
solicitations@townofpalmbeach.com

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[All Questionnaires](#) [1. All Questionnaires](#) [1.3. EVALUATION FACTORS](#) [Questions](#)

1.3. EVALUATION FACTORS

Weight: 90 (100%)

[Add clarification](#)

 Filter on: ☒ Status: click to change color ☒ Green ☒ Orange ☒ Red

[Preview as supplier](#) [Search and Replace](#) [Reorder](#) [Quick Edit](#)

Qualifications of the Firm - 50% weight

[Edit header](#)

1.3.1.

A Statement of Qualifications, including resume of personnel proposed for assignment to this engagement; the name of the primary person for this work; a list of previous clients; and a description of how the firm will assure quality of staff skills and work product. In addition, provide a summary of relevant experience as it pertains to economic feasibility and development planning in mature communities. Submittal of a sample(s) copy of pertinent previous work which is related to this assignment is highly encouraged. ([Edit question text](#))

Type	KO	Worst	Best	Unit	Weight (Quality percentage)	Needs evaluation	Allow supplier to attach document(s)
Document evaluation	☒	0.00	5.00	Points	50 (66.67%)	☒	☒

[Edit question details](#)

Approach to Engagement and Proposed Work Program - 25% weight

[Edit header](#)

1.3.2.

An outline of the proposed work program including description of approach to the assignment tasks; the proposed steps or actions to be taken in the development of the work; and anticipated timelines for work components and assignment completion. In addition, please provide an estimate of time needed regarding Town staff and the recommending bodies' role in the consultant's work. ([Edit question text](#))

Type	KO	Worst	Best	Unit	Weight (Quality percentage)	Needs evaluation	Allow supplier to attach document(s)
Document evaluation	☒	0.00	5.00	Points	25 (33.33%)	☒	☒

[Edit question details](#)
[Add question](#)
[Previous group](#)

 1.3. EVALUATION FACTORS [▼](#)
[Next group](#)

Listing in alphabetical order: RFP No. 2021-06 Retail Study for Town of Palm Beach for Review by Selection Committee

	Company name	Address
1	Colliers International Florida, LLC	200 E Broward Blvd, Suite 120, Fort Lauderdale, FL
2	Greensfelder Commercial Real Estate LLC	955 Ordway Street, 2nd Floor, Albany, CA 94706
3	Lambert Advisory, LLC	100 Biscayne Boulevard, Suite 2510, Miami, FL
4	PMG ASSOCIATES	598 E Sunrise Boulevard, Suite 2104, Fort Lauderdale, FL 33304
5	Retail & Development Strategies LLC	1823 North Hartford Street, Arlington VA 22201
6	RMA	2302 E. Atlantic Blvd., Pompano Beach, FL 33062
7	Streetsense	3 Bethesda Metro Suite 140, Bethesda, MD 20814
8	TCG - The Chasepeak group, Inc.	8516 Green Lane, Baltimore, Marilend 21244
9	Yard & Company	151 W. 4th St. Cincinnati, OH 45202

FINAL RANKIG

RFP No.2021-06 Retail Study for Town of Palm Beach

Company name	Price	Score
Streetsense	\$167,660	81.19
Lambert Advisory, LLC	\$100,000	80.48
Yard & Company	\$94,250	75.62
Retail & Development Strategies LLC	\$98,150	74.05
RMA	\$99,500	73.57
TCG - The Chasepeak group, Inc.	\$80,000	68.29
Greensfelder Commercial Real Estate LLC	\$98,770	67.86
Colliers International Florida, LLC	\$24,500	54.33
PMG ASSOCIATES	\$98,970	48.33

Note:

Selection Committee decided to move forward with top four (4) firms and call them for interview.

Firms that will be interviewed will be contacted separately with date and time for interview and presentation.

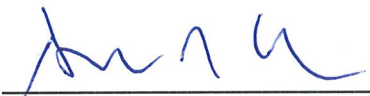
Final Ranking, RFP No 2021-06 Retail Study for Town of Palm Beach

	Company name	Address
1	Yard & Company	151 W. 4th St. Cincinnati, OH 45202
2	Retail & Development Strategies LLC	1823 North Hartford Street, Arlington VA 22201
3	Streetsense	3 Bethesda Metro Suite 140, Bethesda, MD 20814
3	Lambert Advisory, LLC	100 Biscayne Boulevard, Suite 2510, Miami, FL

RFP No. 2021-06 - Retail Study for Town of Palm Beach
Summary of ordinal scoring

Selection Committee	Companies			
	Streetsense	Lambert Advisory	Yard & Company	Retail & Development Strategies
Michael Ainslie	3	4	1	2
Paul Leone	2	3	1	4
Michael Pucillo	4	3	2	1
Jane Holzer				
Lori Berg	3	4	1	2
Wayne Bergman	4	3	2	1
Jay Boodheshwar	4	3	1	2
TOTAL	20	20	8	12

Date: 01/29/2021

Witness: 



Note: The lowest score is the highest ranked company etc.

PROPOSAL TO THE TOWN OF PALM BEACH FOR THE

RETAIL MARKET ANALYSIS & ECONOMIC DEVELOPMENT STRATEGY

29 JANUARY 2021 INTERVIEW & DISCUSSION

YARD & COMPANY



YARD & COMPANY

We are an urban growth firm that uses place to solve problems through design, experience management and development.



Ken Stapleton
& ASSOCIATES

YOUR TEAM





Palm Beach

WHAT WE KNOW

WHAT WE KNOW GROWING RETAIL VACANCY PROBLEM



WHAT WE KNOW STRONG ESTABLISHED BRAND



WHAT WE KNOW REFRESH BRAND, EXPAND MARKET SHARE



WHERE DO WE GO FROM HERE?

LOOK CREATIVELY AT THE
RETAIL AREAS...

**INCLUDE REALISTIC OPTIONS
WITH POSSIBILITIES FOR
IMPLEMENTATION**

THAT FOSTER A DIVERSE
& RESILIENT ECONOMIC
ENVIRONMENT...

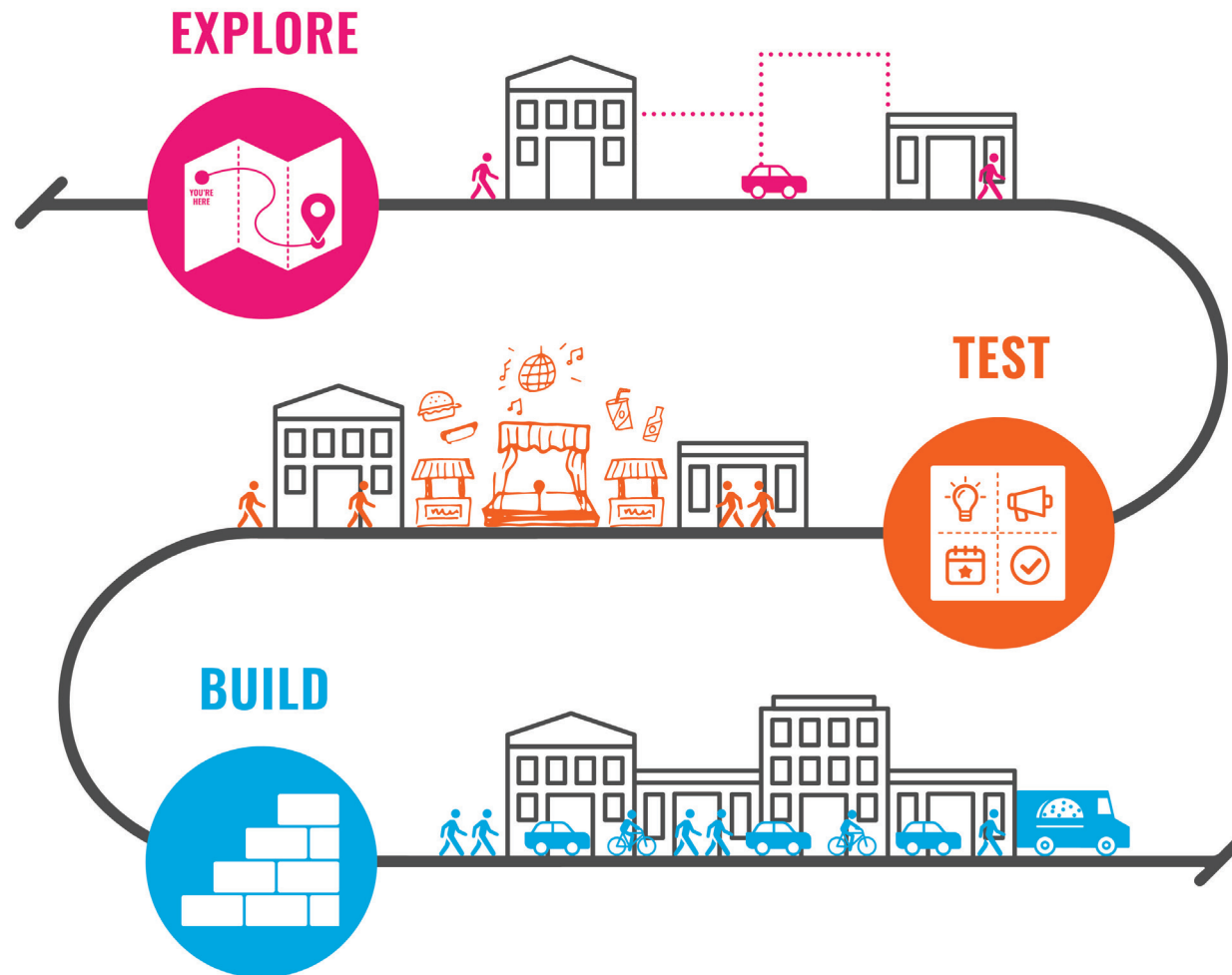
JOB TO BE DONE

1. Utilize data and trends to **better understand the modern audience for Palm Beach**
2. Blend hard and soft data to develop strategies **that focus as much on the next 36 months as the next 10-15 years**
3. Build creative solutions that **link market data with smart and nimble policies and regulations**
4. Use this process to **build a new movement around curated experiences and identity**
5. Establish a strategy for the relationship between **retail and the public realm**



OUR APPROACH

EXPLORE, TEST, BUILD



PROPOSED PROCESS

EXPLORE (4 WEEKS)

Tasks

- › Establish Project Management Protocol
- › Begin Data Analysis
- › Conduct Focus Group Meetings and Interviews
- › Trip to Focus Area

Deliverables

- › Summary of Understanding
- › Draft Market Report

TEST (6 WEEKS)

Tasks

- › Develop strategy scenarios
- › Consider impact of scenarios

Deliverables

- › Strategy Report
- › Presentation

BUILD (3 WEEKS)

Tasks

- › Refine scenarios
- › Finalize market analysis

Deliverables

- › Final Presentation
- › Final Retail Market Analysis
- › Final Economic Development Strategy

WHY BUILD WITH YARD, MJB + KSA?

› **TRACK RECORD**

Smart, market-based experience within similar contexts

› **LOCAL GLOBAL EXPERTS**

Regional and national experts on similar project types

› **BUILT FOR CREATIVITY**

YARD is built to be nimble, creative and adaptable to project changes

› **POLICY AND PLACEMAKING**

Results in creatively matching policy and placemaking to achieve dramatic shifts in retail and customer interactions with places

› **PROVEN CONSENSUS BUILDING PROCESSES**

Objective and direct, but nuanced approach to communicating solutions

› **BUILT TO IMPLEMENT**

An unparalleled passion for implementation with proven results in a variety of markets

› **THIS IS THE TEAM**

You are looking at the Principals and Co-Founders of our firms and we will be your direct point of contact

THE YARD IS MEMORABLE

THE YARD IS WHERE THINGS HAPPEN

THE YARD BRINGS PEOPLE TOGETHER

THE YARD GROWS AND CHANGES

THE YARD IS A MEASURING STICK

THE YARD IS HUMAN PACED

YARD & COMPANY

www.buildwithyard.com

@buildwithyard

513.813.8266

[19 JANUARY 2021]



A proposal for the

Retail Analysis and Economic Development Strategy



Prepared for:

The Town of Palm Beach, Florida

YARD & COMPANY

DUKE BASHA
Public Works Building
951 Okeechobee Road, Suite D
West Palm Beach, Florida 33401

Dear Members of the Selection Committee,

YARD & Company is pleased to submit our proposal for your Market Analysis & Economic Development Strategy ("the Plan"). We have thoroughly read your Request for Proposals and subsequent addenda and fully appreciate the challenges, opportunities, and aspirations of the Town of Palm Beach ("the Town") to creatively evaluate new strategies, tactics and processes related to retail recruitment and commercial district revitalization.

Palm Beach is and always has been in high demand as a desirable place to live, shop and gather for people who can live anywhere they choose. It is a place of strong tradition, design ethics, and history. That said, the world has been rapidly changing around us in recent months and years. Trends around work, transportation, housing and most dramatically retail, have accelerated and become a permanent part of how we interact with and build the places we all love and call home.

As we continue to see dramatic shifts in retail and economic development the Town needs to consider its unique brand and how it uses that identity to develop a placemaking strategy that will make it competitive in this new world. This new era of mixing live, work, shop and play no longer requires traditional thinking oriented towards demand drivers (e.g. residential density) but must instead embrace a more contemporary approach focused on omnichannel retailing, flexible spaces, unique one of a kind experiences, place management/curation, nimble public regulations and much more.

We are ideally qualified to be your partner in this pursuit. Our team brings a unique approach that combines traditional market research, local knowledge, and placemaking with innovative and action-oriented strategies that will help you shape a new story.

We enthusiastically look forward to working with your committee. I will be your project manager and primary point of contact. Please find enclosed our detailed proposal and feel free to write or call with any questions or thoughts.

Sincerely,



Kevin Wright

Principal, Director of Design and Development

WHY BUILD WITH YARD & MJB CONSULTING?

- » We have a proven and highly effective process that builds strong consensus and support
- » Our core philosophies of problem solving and implementation will ensure this isn't just another 'report on the shelf'
- » We infuse story, identity and brand into all of our work
- » We have helped solve similar problems in other luxury shopping precincts, such as Beverly Hills
- » We offer a distinctive approach that emphasizes nuanced psychographics, the tenant's perspective and the landlord's imperatives
- » We have established ourselves as keen observers of COVID-19's impacts on retail

YARD & COMPANY

Box 29
151 West 4th Street
Cincinnati, Ohio
45202

buildwithyard.com
kevin@buildwithyard.com
513.813.8266

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Your Team

Qualifications

Understanding

Work Sample + Client List

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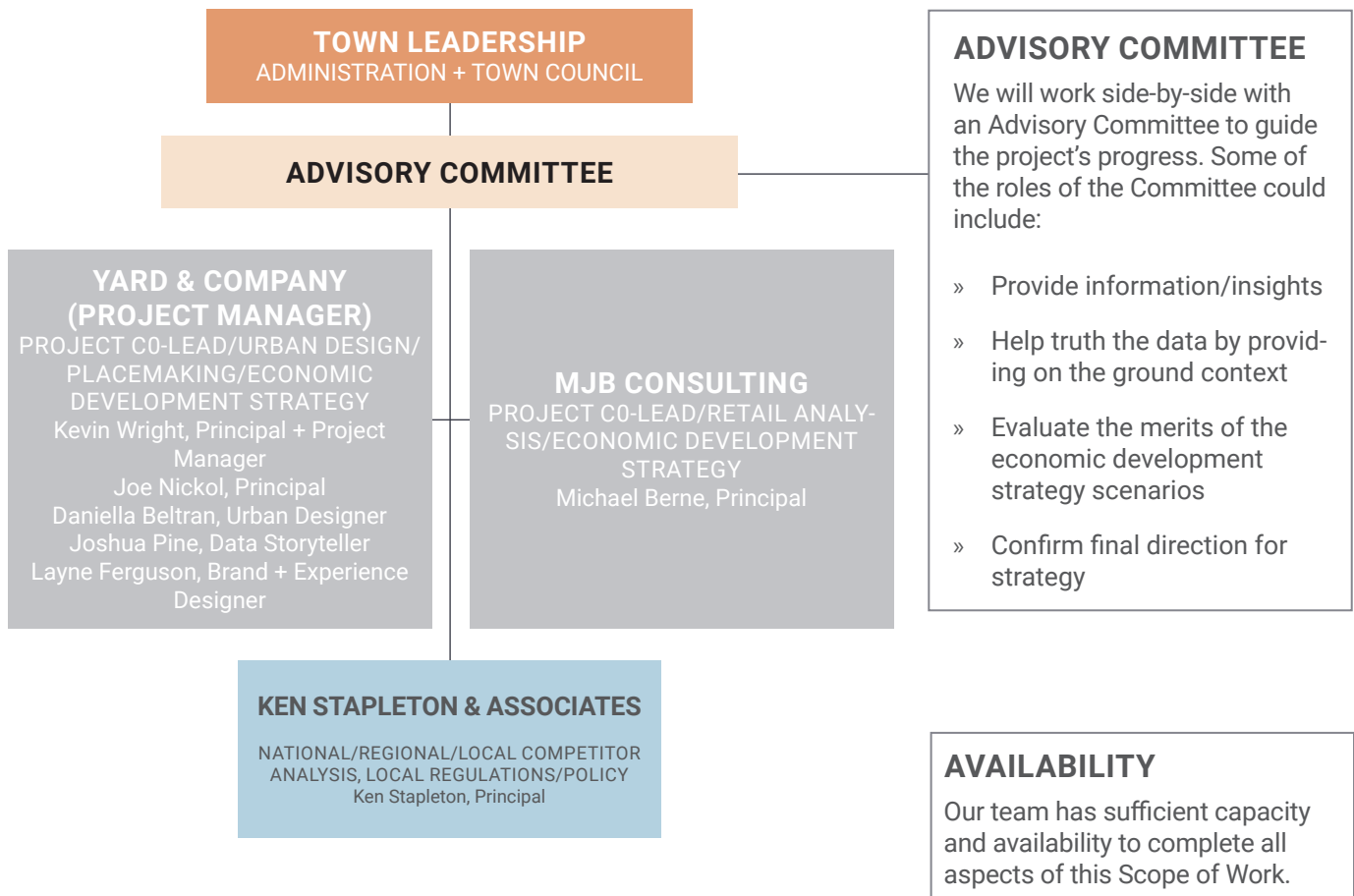
Cost

YOUR TEAM



YOUR TEAM

We have structured our team and work product to the specific needs you have identified and our current understanding of what you are trying to accomplish through the requested Scope of Work. We assemble teams of professionals that have the specific skill sets and availability necessary to deliver high quality services that are on time and on budget. We have a strong track record of collaboration internally as well as with our clients. YARD & Company's Kevin Wright will be your Principal-in-Charge and project manager. He will be the primary point of contact in charge of coordinating the work flow and expectations of the team with you. Additionally, we will have a truly collaborative partnership with MJB Consulting as they will be working right alongside us in all aspects of the project as we immerse ourselves in Palm Beach to accomplish the goals of the project. Below is an overview of our team structure.



WHAT WE ARE ABOUT



YARD & Company is a Cincinnati-based urban growth firm that uses place to solve problems. We are a boutique 7-person team of designers, development strategists, and planners who double as people connectors, activators, and storytellers. We thrive at the intersection of community and commerce. Sometimes complicated, sometimes tense, and sometimes downright messy, that energy is the same space where growth begins. We believe the best way to grow is through a collaborative process for building places that people connect to emotionally and economically.

WE BELIEVE...

- » In using physical spaces to solve social and economic problems
- » Solutions are often hidden in plain sight
- » Iterating is a powerful tool for human-centered problem-solving
- » Growth and change should happen *with* a place, not *to* a place

WHAT WE DO

- » Urban Design + Planning
- » Placemaking
- » Place Identity
- » Place Operations

CONTACT

Box 29, 151 West 4th Street. Cincinnati, Ohio 45202
513.813.8266, Project Manager: Kevin Wright, kevin@buildwithyard.com

Kevin Wright

PRINCIPAL, DIRECTOR OF OPERATIONS AND STRATEGY [PROJECT MANAGER]

Kevin is a leader in community development, economic and real estate development finance, planning, and placemaking.

Kevin's work as Executive Director of the Walnut Hills Redevelopment Foundation (WHRF) from 2011-2018 received local honors and was featured in national publications such as The Huffington Post. It was there where he used his diverse background in storytelling and community planning to help a struggling organization develop a new brand and mission and grow from a staff of one contracted employee to seven full-time employees and several interns. Additionally, he grew the foundation's budget ten-fold and developed a more sustainable and diverse revenue stream. Kevin has led teams in the creation and implementation of dozens of projects ranging from small creative placemaking activities to multi-million dollar real estate deals. These projects have included several public and private partners and a diverse set of public financing tools such as Tax Increment Financing, public loans/grants, and Historic Tax Credits.

Kevin earned a Bachelor's degree in journalism from Missouri State University and received a Master's Degree in Community Planning from the University of Cincinnati with a specialization in urban real estate and neighborhood development. Kevin serves locally on the Board of The Community Development Corporations Association of Greater Cincinnati, Cincinnati Neighborhood Business Districts United, is a member of the Urban Land Institute and was recently named to the 40 under 40 list by The Cincinnati Business Courier.



kevin@buildwithyard.com

[LinkedIn](#)

[Twitter](#)

PERSONAL EXPERIENCE

- » Vienna Code
Vienna, VA
- » Executive Director, WHRF
Cincinnati, OH
- » OpenNorfolk
Norfolk, VA
- » SE Fort Wayne
Fort Wayne, IN
- » Old Kentucky Makers Market
Bellevue, KY
- » Trevarren Flats
Cincinnati, OH
- » Paramount Square
Cincinnati, OH
- » Downtown Loveland Plan
Loveland, OH

EDUCATION

- » Bachelor of Arts, Journalism
Missouri State University
- » Masters of Community Planning,
University of Cincinnati

ACCREDITATIONS

- » ULI
- » CNU
- » HomeBase Community Development Corporation Association,
Board Member
- » Cincinnati Neighborhood Business Districts United,
Board Member

Joe Nickol AICP

PRINCIPAL, DIRECTOR OF DESIGN AND DEVELOPMENT

Joe has 20 years of experience in urban design, architecture, and development. He has directed projects for public and private clients in over 25 states and 7 countries, ranging from targeted pop-up initiatives to billion-dollar developments of city districts.

Joe grew up in a small, western resort town. The first city he lived in was not until after high school in Rome, Italy, where he learned the power of walkable neighborhoods, active streets and public spaces, and smartly adapted buildings and neighborhoods. He later settled with his wife in Pittsburgh, Pennsylvania, for ten years, experiencing first-hand how a deindustrializing city went from down and out to up and coming through bottom-up resourcefulness, smart leadership, technology, and an unshakable commitment to neighborhood livability. During that time he led the urban design studio at Urban Design Associates, designing districts, neighborhoods, and cities in North America and beyond. He co-authored with Kevin Wright the Neighborhood Playbook in 2016 based on their collective experiences before launching together YARD & Company in 2018.

Joe graduated summa cum laude from the University of Notre Dame in 2005 with a Bachelor's degree in Architecture. He is a former Main Street Board Member, a co-founder of CNU-Midwest and a frequent contributor to Planning Magazine, Better! Cities and Towns, Planetizen, Smart Cities Dive, and the Congress for New Urbanism. He is a regular lecturer on urban development, placemaking, and the impact of technology on cities.



joe@buildwithyard.com

[LinkedIn](#)

[Twitter](#)

PERSONAL EXPERIENCE

- » **Vienna Code**
Vienna, VA
- » **Downtown Loveland Plan**
Loveland, OH
- » **Tampa Waterfront Master Plan**
Tampa Bay, FL
- » **South Lake Union**
Seattle, WA
- » **Norfolk Arts District**
Norfolk, VA
- » **Carmel Comprehensive Plan**
Carmel, IN
- » **OpenNorfolk**
Norfolk, VA
- » **Seaside Central Square Design**
Seaside, FL

EDUCATION

- » B-ARCH, University of Notre Dame

AFFILIATIONS

- » ULI
- » CNU
- » APA
- » LEED AP
- » Placemaking Leadership Council
- » CNU-Midwest
Co-Founder and Board Member

Daniella Beltran AICP

URBAN DESIGNER

Daniella is motivated by opportunities that enable communities to become healthier, more productive, connected, equitable and joyful places for all who live in and care for them.

Daniella has eight years of professional experience in a variety of roles including urban planner, community building specialist, development team member and graphic designer. She is skilled in effectively communicating complex, community development related topics to inspire possibilities, inform thoughtful decision making, and guide successful implementation. Daniella has contributed to street and public realm initiatives that are facilitating expanded transportation options, strengthening social interactions and boosting economies. Her recent work includes strategic investment and corridor plans as well as development and design guidelines.

Daniella is active in her community, serving as a vice co-chair of the board for the Over-the-Rhine Museum in Cincinnati, co-chair of Cincinnati's Urban Land Institute Young Leaders Group, a steering committee member of Ride the Cov in Covington, Kentucky. She is an active member in ULI's Women's Leadership Initiative, the Congress for New Urbanism and the American Planning Association. Daniella is an alumna of The Ohio State University where she earned a Bachelor of Science degree in Architecture with a minor in City and Regional Planning. In 2017, she completed the Master of Community Planning program with a Graduate Certificate in Real Estate at the University of Cincinnati. In that year, Daniella published her thesis research on the Commercial Evolution in Over-the-Rhine, Cincinnati, OH.



daniella@buildwithyard.com

PERSONAL EXPERIENCE

- » **Vienna Code**
Vienna, VA
- » **Carmel Comprehensive Plan**
Carmel, IN
- » **Great Parks Facility and Investment Planning**
Cincinnati, OH
- » **Connectivity Master Plan**
Fairfield, OH
- » **10th Street Corridor Strategic Investment Plan**
Jeffersonville, IN
- » **Forest Park Area Plan**
Harrison Township, OH

EDUCATION

- » **Master of Community Planning and Graduate Certificate in Real Estate,**
University of Cincinnati
- » **Master Student Semester Exchange Program,** University of Leuven, Belgium
- » **Bachelor of Science in Architecture with a minor in City and Regional Planning,** The Ohio State University

Layne Ferguson

BRAND + EXPERIENCE DESIGNER

Layne is an urban designer, brand artist, serial small business entrepreneur and ice cream aficionado.

Layne has five years of professional experience where he has performed a variety of roles including urban planner, project manager and designer. He is skilled in public space and multi-modal street design. He has extensive experience working with Cities and Districts on placemaking and place-branding initiatives. Prior to YARD & Company, Layne served as the Director of Design for Team Better Block, where he worked with cities across the country on engaging the community through pop-up urbanism projects. Most notably, he wrote the award winning ‘Pop-Up Placemaking Toolkit’ in coordination with AARP Livable Communities that has been used as an accessible tool to implement placemaking demonstrations across the United States. Layne also understands the role of small business in communities as a co-owner of two ice cream shops and a coffee shop in the Oklahoma City area.

Layne serves on the Board of Directors for Oklahoma City’s Midtown Association and as Chair of Oklahoma’s Urban Land Institute Young Leaders Group. He is an alumnus of the University of Oklahoma where he earned a Bachelor of Arts degree in Public Affairs and Administration. In 2016, he completed the Master of Science of Architecture degree at the University of Oklahoma. In that year, Layne published his thesis research on Reclaiming Infrastructure to build a Signature Bicycle Network in Oklahoma City.



PERSONAL EXPERIENCE

- » Vine Nite Market
Kalamazoo, MI
- » Walnut Hills Town Hall
Cincinnati, OH
- » 757 Market
Norfolk, VA
- » Pop-Up Placemaking Toolkit*
AARP Livable Communities
- » Spin Space Intersection Design*
Salt Lake City, Utah
- » Fitchburg Arts & Culture Plan*
Fitchburg, MA

*work completed prior to YARD & Company.

EDUCATION

- » Master of Science in Architecture, University of Oklahoma
- » Service Learning Study Abroad, Lusaka, Zambia
- » Bachelor of Arts in Public Affairs and Administration, University of Oklahoma

Joshua Pine

DATA STORYTELLER

Joshua uses research and data visualization to uncover often hidden storylines and solve problems related to people and place.

Joshua was born and raised in Tianjin, China, a city of 12 million people, before moving to South Bend, Indiana, to attend the University of Notre Dame. The stark difference in the built environment and transportation infrastructure drives his intellectual curiosity and professional passion to both understand and influence how cities are built.

Joshua has worked with local non-profits and governments such as the City of South Bend to engage community members and promote data-driven decision making. He supported a mobility-on-demand pilot project led by Mayor Pete Buttigieg's administration through building a Tableau dashboard that measures key mobility data indicators. He also developed a model to prioritize ADA-accessible bus stop improvements with the Michigan Area Council of Governments.

Most recently, Joshua spearheaded the Adaptable Place Toolkit in a collaboration between YARD & Company and the University of Notre Dame that provides spatial analysis to measure the adaptive capacity of neighborhoods.



joshua@buildwithyard.com

PERSONAL EXPERIENCE

- » Research Fellow
National League of Cities
- » Data Analyst
City of South Bend
- » Global Consultant
Habitat for Humanity International
- » Innovation Consultant
enFocus

EDUCATION

- » Master's in Global Affairs, Sustainable Development, University of Notre Dame
- » Bachelor of Arts, Political Science/Chinese, University of Notre Dame



Our Firm

Founded in 2002, MJB Consulting (MJB) is an award-winning retail planning and real estate consultancy based in New York City and the San Francisco Bay Area.

We are retained by a wide variety of public, quasi-public/non-profit and private sector clients across the U.S., Canada and the U.K. to undertake market analyses, devise positioning/tenanting strategies, assess land use/zoning/policy frameworks and spearhead implementation efforts.

We work in a wide range of study areas, including pedestrian-oriented shopping streets and districts, waterfront settings, strip commercial corridors as well as lifestyle and town center projects.

We have long been active across Florida, with current and past assignments in Jacksonville (Downtown and Southbank), Tampa (Water Street Tampa), Gainesville and Bonita Springs, among others. We also bring experience in numerous other seasonal / second-home destinations, like Cape Cod (Hyannis).

We have developed strategies in a number of luxury and high-end shopping precincts across North America, including the Golden Triangle in Beverly Hills, Union Square in San Francisco, Cherry Creek North in Denver as well as Downtown Greenwich (Connecticut), among others.

We approach our work very differently from our competitors:

- We are retail specialists, not general economists. Retail is our passion and our obsession: we bring to it a depth of knowledge and level of nuance that simply cannot be found elsewhere.
- We are in tune with the newest trends and the latest thinking, while also recognizing that they are more readily and quickly embraced in some communities than others.
- We do not believe in any sort of “new normal”, especially right now. The future will not simply be an extrapolation of the present, but rather, something very different. We see our role as one of discerning and understanding these paradigm shifts before they happen.
- We are intimately familiar with the varying imperatives, perspectives and predispositions of municipalities, BID’s, CDC’s, merchant associations, institutional anchors as well as private developers and landlords.
- We have worked in communities and districts across all of North America and beyond, enabling us to draw on relevant experiences and best practices from a broad array of analogs and comparables.
- We have found that creativity results from the blending of otherwise disparate cultures and perspectives, of both the lessons to be learned in far-away places as well as the particulars of a place and its people.
- We fully immerse ourselves in our study areas as if we were locals, caffeinating in the coffeehouses, eating in the greasy spoons, speaking with residents, reading the blogs, spending the weekend, etc. – a unique process that we call “total immersion”.
- We feel that quantitative methodologies must be combined with qualitative ones, and we value the role of psycho-graphics in dictating consumer choices, having even developed our own proprietary lifestyle-segmentation scheme.
- We offer vast experience and specialized expertise in several non-traditional settings and formats, including Downtown/Main Street districts and “urbanist” mixed-use projects.

- We are often able to identify latent potential where others cannot, unearthing market niches and tenaning opportunities that more conventional approaches and local observers might have missed.
- We place great emphasis on and possess a keen understanding of the retailer's point-of-view, what they look for and worry about, what entices and repels them, how they respond to different types of opportunities and demands, etc.
- We do not pull punches. We will not always tell you what you want to hear, but rather, what you need to hear — even if it hurts — while at the same time generating excitement for what is in fact possible.
- We do not write reports that sit on shelves. Rather than boring narratives and data dumps, our work product entertains, interprets and educates, offering a step-by-step guide for what to do with all of that information.
- We view districts in evolutionary terms, proceeding through various stages at a pace that can be disproportionately impacted by intangibles, including perceptions among consumers and/or tenants that may or may not be rooted in reality but that can be influenced through savvy marketing and effective storytelling.
- We maintain an extensive database of national and regional retailers willing to locate in different kinds of submarkets and settings, including smaller “chain-lets” that typically pass under the radar of the leasing community as well as tenants that are continuing to expand amidst COVID-19.
- We boast a successful track record with practical implementation, including partnerships with local leasing professionals and municipal/non-profit entities in the recruitment of targeted retailers to some very challenging locations.
- We are a boutique consultancy, meaning that it will be our Principal – and not some junior associate – serving as the Project Manager and developing all of the work product.



Our Principal

Michael Berne is one of North America's leading experts and futurists on Downtown and Main Street districts as well as the retail industry more generally. Unlike many of his contemporaries, he sees his role not only in terms of grasping the contours and dynamics as they exist today, but also, anticipating the shifting trajectories, second-order effects and paradigm shifts that await us tomorrow.

As the Founder and President of MJB Consulting (MJB), Michael has amassed more than twenty years of experience in conducting market analyses, devising positioning/tenanting strategies, assessing land use/zoning/policy frameworks, leading educational workshops and spearheading implementation / recruitment efforts across the U.S., Canada and the U.K.

Michael is a regular presenter and keynote speaker at industry conferences, including those of the International Downtown Association (IDA), the National Main Street Center, the International Council of Shopping Centers (ICSC), the International Economic Development Council (IEDC), the American Planning Association (APA) and the Urban Land Institute (ULI), among others.

Michael gave a plenary talk at IDA's 2018 Southeast Urban District Forum held in West Palm Beach, presenting on the subject of "The Future of Physical Retail in the Age of Online: Why Amazon Might Not Win."

Michael has lectured at the University of Pennsylvania and the University of California, Berkeley. He has taught courses for the IEDC. He has served on expert advisory panels for the ULI and the IEDC. He is quoted often in high-profile publications such as the *Financial Times*, *TheStreet*, *Planning* and the *Washington Post*, among others.

In addition to his widely-read "Retail Contrarian" blog, Michael is a contributor to and founding Board member of a new online publication called the *American Downtown Revitalization Review* (ADRR). He has penned numerous articles for magazines such as ULI's *Urban Land*, IEDC's *ED Now* and *Shopping Center Business*.

Michael has contributed sections to two recent books, *Suburban Remix: Crafting the Next Generation of Urban Places* (edited by David Dixon and Jason Beske; Island Press, 2018) and *Main Street's Comeback* (written by Mary Means; Hammondwood Press, 2020).

Michael served two terms on IDA's Board of Directors (2009 - 2015), including two years as a Vice Chair of its Executive Committee (2013 – 2015). He is also a member of The Luxury Institute's "Global Luxury Expert Network" (GLEN).

Before founding MJB, Michael worked on market studies and commercial revitalization for a planning consultancy, leasing and acquisitions for an urban retail developer, and policy analysis for a citywide elected official.

He received a B.A. degree from Columbia University (Columbia College) in New York City, and an M.Phil degree from Cambridge University (Gonville & Caius College) in the U.K.



Ken Stapleton
& ASSOCIATES

Miami | Cleveland | Cincinnati

Providing strategic guidance and technical assistance to cities, anchor institutions, non-profits, transportation organizations, private developers and investors, we draw from a national network of innovative experts to add value for each unique urban revitalization or transportation opportunity. Our core focus areas include: assisting with university-city partnerships; fundraising strategy and direct assistance; improving real and perceived safety in urban places; place-brand strategy development; and providing organizational structure guidance. Recent and current projects include: a TIGER-funded TOD-university partnership in Miami, Tampa Innovation District guidance; pedestrian experience improvements in downtown San Antonio; mode shift strategies for the US 1 Corridor south of downtown Miami; organizational assistance for a national university-community partnerships group in Washington; brand repositioning efforts in Orlando and Wilmington, Delaware; and Community Safety Action Plans for urban districts in Tampa, Riviera Beach, and West Palm Beach.

Clients have used our work to obtain over \$15 million in grants and sponsorships from federal and private sources. Additionally, past work of our President, Ken Stapleton, has resulted in over \$1 billion of private investment in the urban places he served. A core value of the firm is to maximize and measure impact, not just efforts. Our **fundamental approach** involves thinking about places from the perspective of a master developer, leveraging private investment by improving investor confidence, and approaching each project to maximize its ability to transform places, serve people, and enhance prosperity.

A sample list of our services includes the ***evaluation, facilitation, and creation*** of the following:

- ❖ Complete Streets After Dark and mode shift strategies
- ❖ Anchor Institution Partnerships
- ❖ Economic Development Strategic Initiatives
- ❖ Fundraising Research, Strategy, and Proposal Writing
- ❖ Neighborhood Revitalization Initiatives
- ❖ Real and Perceived Urban Safety Initiatives
- ❖ Off-Campus Safety Initiatives
- ❖ Non-profit Structure and Strategic Plans
- ❖ Place-Brand Strategy and Implementation
- ❖ Investor, Developer, and Business Recruitment
- ❖ Wayfinding Signage Systems
- ❖ Organizational and Project Marketing
- ❖ Training, Presentations, and Public Engagement Initiatives

In addition to Ken Stapleton's 30+ years of successful urban revitalization and downtown development experience, our associates and partners include nationally and internationally recognized experts in urban retail, urban housing, university technology transfer, university research parks, urban parks, CPTED and security systems, redevelopment finance, and university economic development initiatives. We regularly serve on teams under firms that share our philosophy and values as well. As a regular speaker and presenter at professional conferences, Ken Stapleton is a recognized innovator in the fields of university-community partnerships and urban safety. His initiatives have received a number of state and national awards, and he is a regular contributor to books, articles, and research papers in the field. He currently also serves as a volunteer for several revitalization initiatives in Miami.



Ken Stapleton & ASSOCIATES

Miami | Cleveland | Cincinnati

Ken Stapleton, MUP

President

With over 30 years of urban revitalization and economic development experience, Ken most recently served as Senior Economic Development Advisor and Executive Director of the award-winning University Park Alliance for The University of Akron (UA). Reporting directly to University President Luis M. Proenza, Ken was responsible for the revitalization of the neighborhoods surrounding this prominent urban university. He also provided strategic guidance for UA's local and regional economic development initiatives, and helped attract over \$15 million in grants for UPA and UA initiatives.

Previously, Ken served as Senior Vice President of the Downtown Cleveland Partnership (DCP) where he initiated and led their efforts to revitalize lower Euclid Avenue, Cleveland's Main Street, resulting in over \$400 million in real estate investment in only six years. Ken's other projects at DCP included management of DCP's advocacy efforts on over \$1 billion in major infrastructure projects, and management of all safety initiatives.

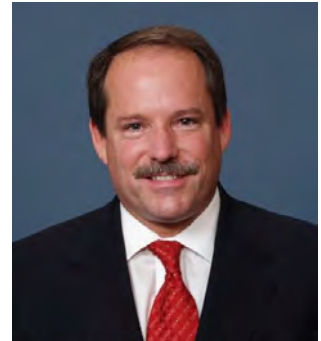
Prior to his tenure in Cleveland, Ken worked as a redevelopment expert in several South Florida cities, including work in Downtown Miami and South Beach. He is also a recognized expert in urban safety programs.

Ken is a 2004 University of Miami Fellow of the Knight Program in Community Building, a full member of the Urban Land Institute serving on the Board of the Southeast Florida District council and co-chairing their TAP and Healthy Places initiatives, a member of International Downtown Association and Florida Redevelopment Association, and a graduate of Leadership Akron Class XX. He regularly makes presentations at regional and national professional conferences.

Notable current and recent clients include Centro San Antonio, the Coalition of Urban Serving Universities, the West Palm Beach Community Redevelopment Agency, Hillsborough County (FL), and the City of Wilmington, Delaware.

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Education

Masters in Urban Planning
University of Illinois

Community Building Fellow
University of Miami

Expertise

University-Community
Partnerships

Downtown Revitalization

Urban Safety Innovations

Projects

Miami - FIU University City

Tampa Innovation Alliance

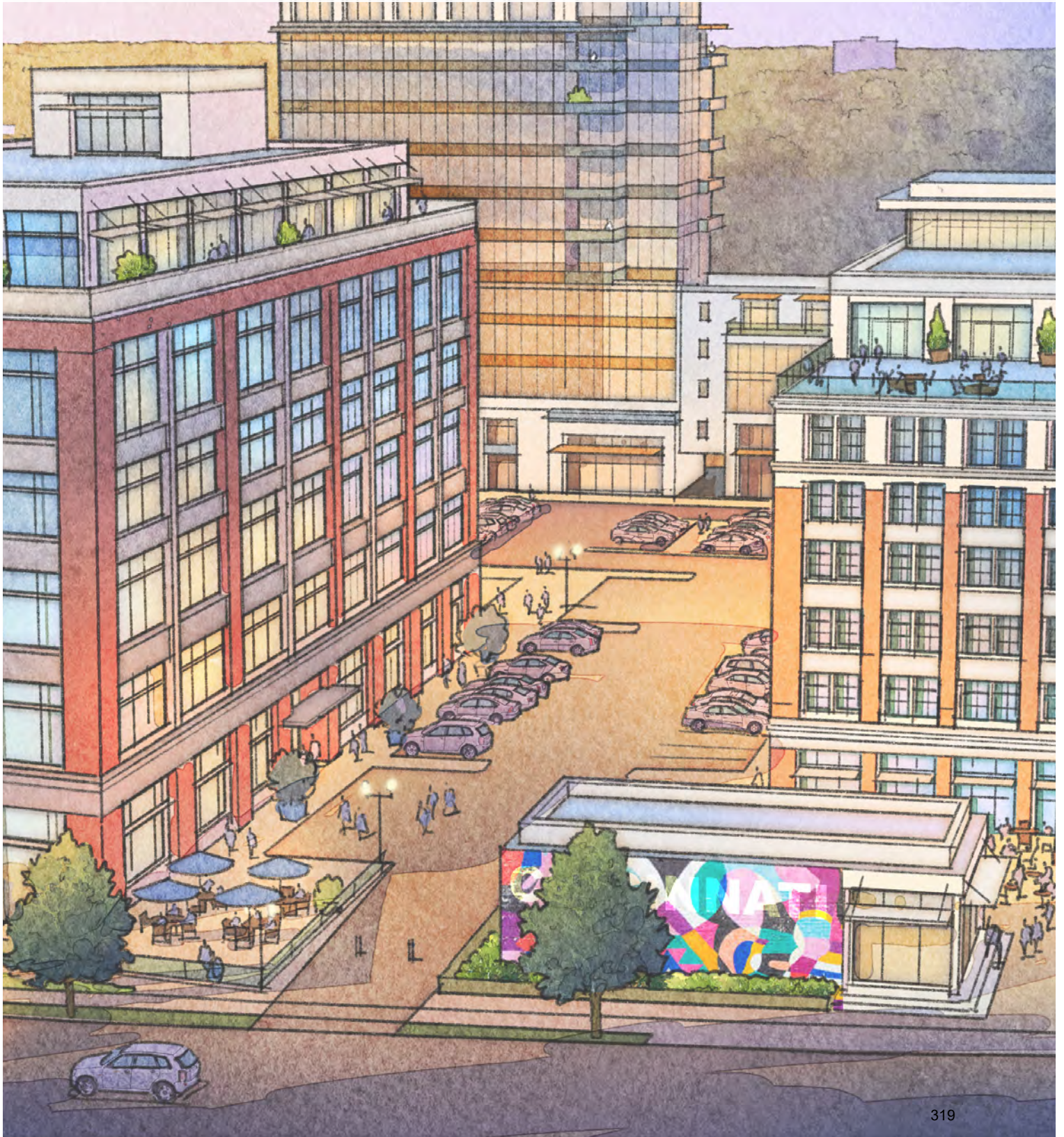
UConn-Mansfield Partnership

Akron - Univ. Park Alliance

Mecon College Hill Alliance

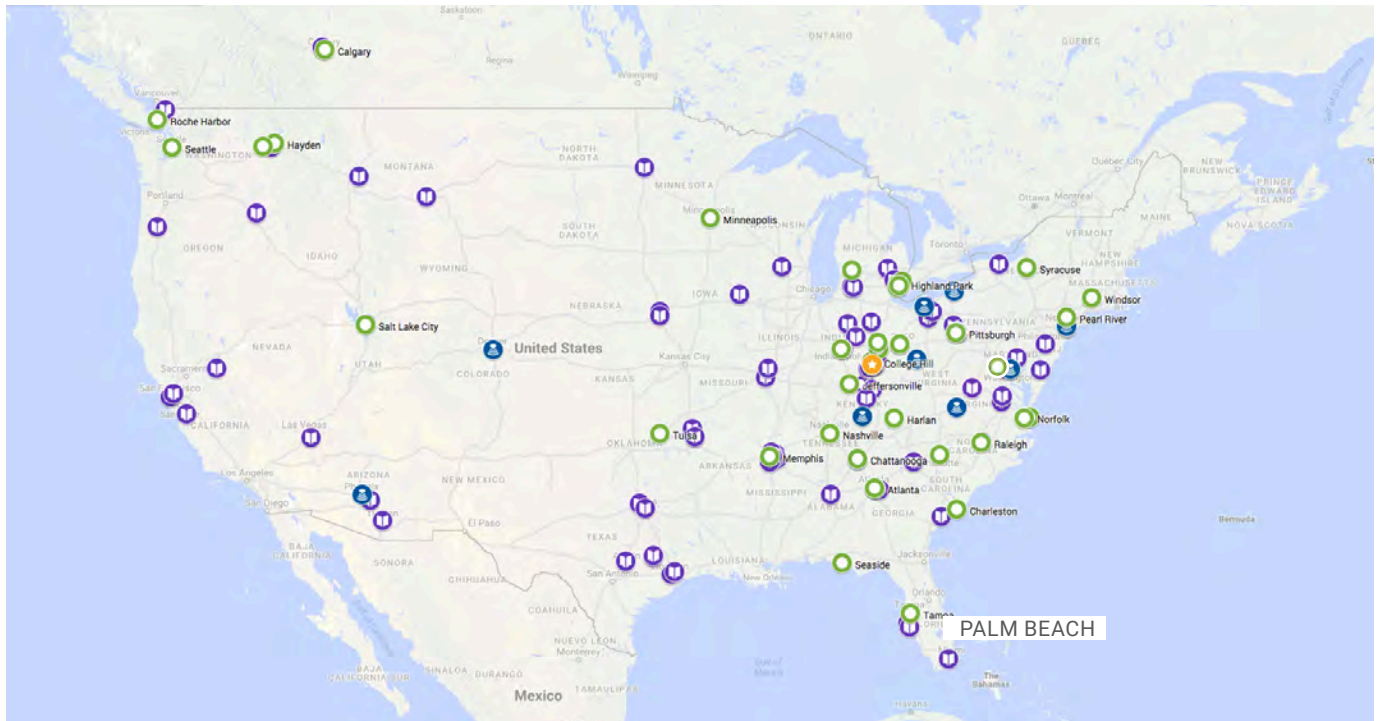
Duluth Creative Corridor

QUALIFICATIONS



WHERE WE'VE WORKED

YARD has completed dozens of projects with similar contexts around the country. Included in this experience is strong collaboration with Towns and their elected officials. We look forward to the opportunity to serve Palm Beach.



● CINCINNATI, OH ● PLAYBOOKERS ● WORKSHOP/LECTURE ● PROJECTS

CARMEL, INDIANA

2020



The City of Carmel, Indiana, has engaged the team of Greenstreet LTD and YARD & Company to help City staff and leadership update its comprehensive plan around growth, development, mobility and public space. The project deliverables from YARD include creative engagement amidst COVID-19 through outdoor stakeholder meetings, bike tours and a virtual lunch and learn series; a City-wide audit of underlying development trends and needs; development pattern mapping; retail and public space typology setting; and streetscape concepts. The final tool to be developed in early 2021 will be an immersive on and off-line comprehensive plan that will guide growth for the next 10 years.

IMPACT

10-year guide for growth and infrastructure

On and off-line engagement with stakeholders amidst COVID 19

PROJECT LOCATION

[Carmel, Indiana](#)

BUILDING BLOCKS + TOOLS

Master Planning

Scenario and Story

Strategic Investment Planning

REFERENCE

Mike Hollibaugh, Director of Community Services
City of Carmel, Indiana

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Carmel, Indiana



TAMPA WATERFRONT

2013-2014



From prior experience of
YARD & Company founders

Jeff Vinik, the owner of the Tampa Bay Lightning, and Microsoft co-founder Bill Gates have teamed together to build a 3 billion dollar waterfront innovation district in downtown Tampa. The development team leveraged the Tampa Bay Lightning's arena and the regional convention center to assemble and begin development on sixteen blocks along an active waterfront channel. The initial visioning process was done in collaboration with the project team and City leadership to create a district master plan for a million square feet of new class A office, 1,300 residential units, 300,000 square feet of retail, a new South Florida medical school, new public spaces, a re-imagined streetcar, and technology services such as district-wide WiFi, app-based parking management, and concierge services.

REFERENCE

Rob Canton
rob@athletesandcauses.org

PROJECT LOCATION

Tampa, Florida

IMPACT

3 Billion dollars in total investment

BUILDING BLOCKS + TOOLS

Scenario + Story
Master Plan

SEE MORE

The Plan
Video Fly-through
New York Times Coverage
ULI Coverage
Project Website

Tampa Waterfront



Illustrative Plan



Entertainment alley

Tampa Waterfront



Water Street North



Waterfront promenade

SEASIDE

2012



From prior experience of
YARD & Company founders

After thirty years of successful growth, significant new pressure for improvements and denser development began to exert itself on Seaside, Florida's Central Square. Low slung wooden buildings, the Lyceum, the motor inn and the public spaces in between all required significant updates and, in some cases, were slated for redevelopment by the owner. The community, however, had grown to love and cherish the charm and patina of these early buildings, some of which were the first to be built in Seaside. Now a mature place, Seaside residents have become attached to the place the way it is today and are fearful that changes will compromise what they love about the place. This created conflict between the owner, residents and businesses that needed resolution. The original Town Architect, DPZ collaborated with Urban Design Associates and others to engage stakeholders, test development concepts in real time and to reach consensus about a path forward, making critical decisions about development sites, density, character, use and functionality of Seaside's commercial and civic heart. YARD Principal Joe Nickol was a Principal with Urban Design Associates and served as a project designer and development strategist in this effort.

IMPACT

Resident and business owner engagement

Testing and evaluating design and tenancing options for the Central Square to find areas of consensus

Prioritization of values, vision and development proposals

PROJECT LOCATION

Seaside Florida

BUILDING BLOCKS + TOOLS

Engagement

Strategic Investment Plan

Central Square





Beverly Hills

Economic Sustainability Plan



A global brand that has retained its luster, Beverly Hills would seem to be able to rest on its laurels. Even it, however, must constantly evolve in order to defend its position within the broader retail ecosystem. As the retail subconsultant on the team developing an Economic Sustainability Plan for the City, MJB Consulting has been charged with identifying strategies that would enable its retail offer to remain a step ahead of the competition.

In the process of assessing the more obvious threats, MJB also directed attention to the blind spots. Most notably, there were emerging rivals – both within the region and beyond -- that stakeholders had been dismissing if not ignoring entirely. Indeed, a growing number of shopping streets and centers elsewhere across the nation and the world now offer a similar mix of luxury fashion houses. But even more problematically, much of Beverly Hills appeared to be operating in a sort of time warp, unaware of and/or unconcerned with the tastes and preferences that had come to define contemporary consumer culture.

The City also needed to address another vulnerability: its overreliance on that famed shopping street and its luxury fashion shopping. MJB pointed to the urgency -- especially now, with the growing number of vacant storefronts amidst COVID-19 -- of broadening Beverly Hills' appeal by expanding its focus to include other retail categories and forms, other consumer submarkets with similar tastes and sensibilities as well as other commercial corridors both within and beyond the Golden Triangle.

* The engagement is now approaching completion – it recently resumed after several months on pause due to COVID-19.



Cherry Creek North

Retail Assessment



Considered the Beverly Hills or Bal Harbour of Colorado, Denver's Cherry Creek neighborhood has long been the premier destination for high-end shopping in the Mountain West, with anchors such as Neiman Marcus and Nordstrom as well as other luxury brands that include Burberry, Hermes, Louis Vuitton, Tiffany, David Yurman and Breitling.

In March 2016, the team of MJB Consulting (MJB) and Progressive Urban Management Associates (PUMA) was hired by the Cherry Creek North Business Improvement District (BID) to help it better understand how Cherry Creek North's retail mix and dynamic was likely to evolve over the next five to ten years, and then, to propose a strategy for reinforcing or redirecting this trajectory.

One of the many trends foretold by MJB's "crystal ball" was the high probability that the district's collection of independently-owned shops would continue to shrink, given the ongoing development boom that had been set in motion by a 2012 upzoning. MJB impressed upon the client and other stakeholders that Cherry Creek's gravitational pull as a shopping destination, which rested to some degree on its unique combination of established global brands and smaller local boutiques, could weaken as a result.

MJB also delved into the complex relationship between the district's walkable shop-lined blocks and its enclosed super-regional mall (the Cherry Creek Shopping Center), detailing the ways in which the former can be more effectively defined and differentiated vis-à-vis the latter - perhaps even taking advantage of the declining popularity of the mall format more broadly - in the years ahead.

Finally, the team developed a list of specific actions and initiatives that the client and other stakeholders could undertake in order to help fortify the district's boutiques as well as attract new retailers.



Pyramid Real Estate Group

Retail Tenanting Strategy and Prospects (Downtown Greenwich)



Pyramid Real Estate, a 48-year-old company that owns, manages and leases well-located retail properties across the affluent northern suburbs of New York City, retained MJB Consulting (MJB) several times over the course of the decade to provide tenanting guidance on sites and spaces that it had either wanted to redevelop or struggled to fill.

As just one example, it asked MJB to offer recommendations on retail categories and specific prospects for a large storefront that it was trying to lease along West Putnam Avenue / U.S. 1, just to the west of Greenwich Avenue in the high-end shopping destination of Downtown Greenwich (CT). Based on an analysis of property characteristics, traffic patterns, consumer demand and existing competition, MJB identified a upscale home-furnishings retailer as the right play and then, drawing on its proprietary database of brands and chain-lets willing to consider such markets and settings, generated a list of pre-qualified leads that Pyramid could pursue.



WORK SAMPLE + CLIENT LIST

WORK SAMPLE & CLIENT LIST

We are including one hard copy of our Work Sample in this submittal and a digital copy can be found at <https://tinyurl.com/y4tzhp9u>. Below is a list of Clients for our team members.

FOR YARD & COMPANY

- » The Town of Vienna
- » The City of Carmel
- » Erie Insurance
- » The Model Group
- » Neyer Properties
- » The Borough of Dormont
- » 8k Construction
- » The City of Memphis
- » The City of Kalamazoo
- » The City of Norfolk
- » Friends of the William Howard Taft Legacy

FOR MJB

- » City of Beverly Hills, CA
- » Town of Barnstable, MA (Hyannis / Cape Cod)
- » Town of Carlsbad, CA
- » City of Jacksonville, FL
- » Downtown Westfield Corporation (NJ)
- » Cherry Creek North BID
- » Union Square BID (San Francisco)
- » L.A. Fashion District BID
- » Team London Bridge (London, UK)
- » Pyramid Real Estate (developer in Downtown Greenwich)
- » The Beachcomber Development Company of Naples (FL)
- » Fred F. French Investing
- » Forest City Enterprises

FROM KSA

- » City of Oakland Park, FL
- » Business Flare
- » University of Cincinnati

REFERENCES



REFERENCES

FOR YARD & COMPANY

CINDY PETKAC

Director of Planning & Zoning

cindy.petkac@viennava.gov

Project Name: Vienna Zoning

Dates: Ongoing

Cost: \$100k

JOHN CRANLEY

Mayor

Cincinnati, Ohio

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Project Name: Innovation Land Use

Dates: March 2019 - March 2020

Cost: \$75k

MIKE HOLLIBAUGH

Director of Community Services

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Project Name: Carmel Comp Plan

Dates: Ongoing

Cost: \$70k

FOR MJB

JENNY STARKEY

President, Starkey Consulting (formerly Cherry Creek North BID - Denver)

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Project Name: District Retail Analysis

Dates: 2017

Cost: \$25k

CATHERINE LEE

Community and Economic Development Director

City of Chamblee, GA

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Project Name: District Retail Analysis

Dates: 2017

Cost: \$24k

FROM KSA

LINDSEY KIMBALL

Director

Economic Development Department, Hillsborough County

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kimballL@HCFLGov.net

Project Name: Planning Services

Dates: February 2016 - November 2016

Cost: \$110k



A Retail Real Estate Consulting Firm

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Memorandum

To: Elizabeth Wurfain
Executive Director, Hyannis Main Street BID

From: Michael J. Berne
President, MJB Consulting

Re: Executive Summary Memorandum – Draft #1
Main Street Hyannis – Retail Market Analysis and Positioning Strategy

Date: July 11, 2019

In the fall of 2018, the Hyannis Main Street BID, with sponsorship from the Town of Barnstable as well as the Cape Cod Chamber of Commerce, the Cape Cod & Islands Association of Realtors, Cape Cod Five and the Resort and Conference Center at Hyannis, hired MJB Consulting (MJB) to undertake a retail¹ market analysis of and devise a positioning strategy for the stretch of Hyannis' Main Street from the West East Rotary to Yarmouth Road (hereafter referred to as the "study area").

Specifically, MJB was asked to analyze how the study area's retail mix could be positioned within the broader competitive marketplace and to identify what kinds of tenants would correspond to such positioning.

In order to develop its findings and conclusions, MJB undertook the following scope-of-work:

- Review of past studies and plans

¹ For the purposes of this analysis and memorandum, "retail" is to be understood as any business that accepts customers on a walk-in (or walk-up) basis, as opposed to appointment-only. It includes, then, traditional shops that sell goods as well as providers of personal (and some professional) services, food and beverage establishments as well as entertainment venues. An TD Bank branch would be considered a retailer, as would a Black Pearl Tattoo Studio & Gallery or a Dunkin' Donuts.

- Guided and self-guided citywide driving tour(s)
- Assessment of nearby competition
- Focus groups with Main Street merchants
- Conversations with retail brokers and experts
- Discussions with high-level Town officials
- Meeting with local neighborhood association
- Analysis of demographic and spending data

Also, in applying the firm's unique "total immersion" methodology, MJB's Principal, Michael J. Berne, spent roughly two weeks in the study area, including visits during shoulder season (October) as well as the winter doldrums (February). Michael is already quite familiar with the period of peak visitation, having spent 42 consecutive summers on the Cape.

Michael presented MJB's preliminary findings to an assemblage of stakeholders in May 2019 and their feedback has been integrated into this final version.

The following provides a summary of MJB's findings, starting with an introduction to some basic concepts and an explanation of the approach; offering some comments on Main Street's current identity; presenting a nuanced analysis of the relevant submarkets, along with corresponding retail categories; arriving at an overall positioning strategy; discussing what it means for both visitors and residents; and finishing with an outline of next steps.

Concepts

- "**Market positioning**" refers to how a particular commercial corridor is -- or can be -- *positioned* in the marketplace in terms of the demographics of its core customer(s), the skew of its foot traffic (i.e. seasonal versus year-round, weekday versus weekend, daytime versus evening), the product mix and price point of its businesses, the size and tenure of its tenants (i.e. start-up entrepreneurs, versus small local "chain-lets", versus large national brands), etc.

- While there might be a strong desire to proceed immediately to implementation and recruitment, we firmly believe that this analytical exercise must come first. If we want to change a retail mix, we need to agree on what we want to change it to, and that must be grounded in what we can *realistically* change it to. Otherwise, we will either be spinning our wheels or begetting a random assortment of businesses that do not help one another.

Our competitors, savvy shopping-center developers like Simon Property Group (Cape Cod Mall) and WS Development (the future Landing at Hyannis), have long done the opposite, carefully selecting and locating their retailers so as to maximize the likelihood that one, when a customer leaves one shop, she will find others which interest her, and two, when that customer thinks of a center, she can immediately grasp what it is, who it targets and whether she would belong.

With such an identifiable cluster of complementary businesses, that center, in turn, becomes more compelling to other prospective tenants. Generally speaking, retailers are drawn to projects and corridors with a number of existing businesses that attract a similar customer and thereby generate relevant cross-traffic, as such "**co-tenancies**" are thought to mitigate risk (i.e. "safety-in-numbers") and typically result in higher sales volumes than a standalone location.

Consider the typical fast-food eatery: it gravitates to mall food courts, and to intersections and corridors, where there are other fast-food eateries. This might seem counter-intuitive – to open in the vicinity of one's direct competitors – but the restaurateur knows that this is where *you*, the customer, will head when you are hungry, and it wants to be there when you do. Indeed, the same logic explains clustering in furniture stores, in antique dealers, in art galleries (see image below), etc.

Retail is more often the effect than the cause of these interactions; it is “downstream” from most everything else. It must wait for new submarkets to emerge and grow, for perceptions to shift, for leases to expire -- sometimes even for landlords to expire.

In efforts to elevate Main Street’s retail mix, we should be guided by what will ultimately be possible -- by some mythical “end state” that reflects our aspirations and captures our imaginations. But at the same time, we must accept that revitalization is an evolutionary process which happens in stages, each corresponding to particular retail mixes and potentials. And we cannot leapfrog one to get to the next; rather, we must proceed sequentially, with deliberation and patience.

We must focus our energies and resources on simply getting to that next stage, on what we can become *now* as based on the realities that exist *today*. We must assume that the current actors and variables will remain in place, even if we hope that they will change, even if we are actively working on changing them. Because if we look too far ahead, we might never move forward at all.

Retailers, remember, cannot wait for that evolutionary process to happen, for the grand vision to become reality. They need to pay rent *now*. They need to meet payroll *now*. And so they need to generate sales *now*. If they cannot, if they are forced to close, the resulting “black eye” will halt whatever momentum has started to build.

This memorandum, then, will not provide *the* answer to the social-services population. Rather, we will base our recommendations on the assumption that *it is here to stay*, providing a sense of what sort of market positioning would be achievable – what kinds of businesses are most likely to be interested and ultimately sustainable -- in its presence. This should not be viewed as an endorsement of current conditions, but rather, a sensible approach to take in light of the uncertainties.

What We Are And What We Are Not (Yet)

- In order to understand what Main Street can become, we need to start with what it cannot, at least not yet. This might seem like an unnecessarily depressing exercise, but one that could help to avoid misdirection from the outset.

* A mass-market regional shopping destination: Main Street was at one time *the* place where Cape Codders would head for apparel (e.g. Filene’s, Buettner’s, C. Crawford Hodge) and general merchandise (e.g. Woolworth’s, Grant’s, Zayre’s). Yet while it still contains a number of clothing boutiques today, most of the better-known retail brands long ago migrated to Route 132.



Main Street Hyannis, back in the day

* A quaint seaside village: Main Street cannot match the twee preciousness of classic Cape Cod settings like Chatham and Osterville. And while it might have at one point played its part in the “Camelot” mythology with fashionable shops like Peck & Peck, today it fails to deliver on expectations raised by its Kennedy association.

* A convenient place to run errands: Generally speaking, consumers tending to life's weekly and daily essentials – shopping for groceries, picking up medications, dropping off dry-cleaning, etc. – want to be able to do so as quickly and easily as possible. If they are driving, this typically implies ample in-front (or side) parking so as to allow for an “in-and-out” experience (see image below).



Site layout for the Star Market on West Main Street

In densely-populated cities like Boston and New York, convenience-driven businesses often do not have to provide for motorists because there are a sufficient number of potential customers living or working within walking distance. Even, however, if more rooftops materialize in and near Main Street in the coming years, Hyannis will still fall well short of such thresholds.

- What Main Street is, is very long. It runs roughly one mile from Yarmouth Road in the east to South Street in the west. For context, the rule-of-thumb among planners and urban designers is that the average pedestrian would only be willing to walk 0.25 (or, at most, 0.50) miles.

This means that Main Street cannot afford to focus on just one type of customer or retail category; rather, it needs to appeal to multiple submarkets and offer several different experiences. In other words, it must embrace the **diversity** that is Hyannis.

Such an approach does not necessarily detract from the brand. Take Provincetown, for instance: Commercial Street, stretching approximately 0.9 miles from Good Templar Place to Kiley Court, accommodates everything from high-priced art galleries to the tackiest of tee-shirt shops, with enough space so that the presence of the latter does not undermine the draw of the former.



Diversity of another kind, on Provincetown's Commercial Street

- The following provides nuance on Main Street's consumer profile. It is first segmented primarily in terms of demographics and psychographics², rather than the more common seasonal versus year-round dichotomy (which will be considered in greater detail later). In other words, each of the submarkets described below is composed of short-term visitors, second-home owners *and* full-time residents, in varying percentages.

A Word of Qualification

In trying to devise the consumer profile, we were challenged by the lack of hard data on the visitor population in Hyannis or the foot traffic along Main Street. The available information, such as it is, mostly concerns Barnstable County as a whole. As a result, we were forced to rely heavily on a qualitative approach involving observations and inferences. Ideally, our findings would be corroborated (or not) by more quantitative methodologies as well as pedestrian-intercept surveys, which we have recommended as one of the next steps.

* **Mid-market** families, empty nesters and retirees represent the core customer(s) on Main Street. Middle-class homeowners, they are typically frugal but will spend on entertainment, on their kids (if in tow) and/or while on vacation. Their tastes can be characterized as mainstream or "Middle American". Importantly, they tend not to be online shoppers.

Representative businesses include Mrs. Mitchell's on Main, Cape Cod Sweat & Tee Outlet, Soft as a Grape, Islands, Mass Bay Co., Cape Cod Harley Davidson, Persy's Place, British Beer Company, Katie's Homemade Ice Cream and Smith Family Popcorn.



Yet while this submarket is the one most heavily represented in Main Street's retail mix today, there are opportunities to increase its level of expenditure there still further.

² In contrast to demographics, which describes submarkets in quantitative terms (e.g. population, household incomes, home values), psychographics characterizes them qualitatively (e.g. lifestyles, sensibilities, aspirations). An impressionistic tool, however, psychographics is best understood in the aggregate and not on a person-by-person basis. That is, no one individual perfectly fits the profile of a particular psychographic segment. Rather, each of us is a mix of multiple personalities in varying degrees: we might one part of ourselves most of the time but indulge a different side on a Friday night and yet another on a Saturday afternoon.

Take beer, for example. Bars in Hyannis appear to skew towards so-called “Big Beer”, but the continued growth of craft brewing nationwide – from 5.0% market share in 2010 to 13.2% in 2018 (see chart below) – suggests that it enjoys more than just niche appeal. As evidenced by Tap City Grille’s popularity, taprooms that combine selections from local micro-brands (e.g. Cape Cod Beer, Barnstable Brewing, Naukabout Beer, Hog Island Beer, etc.) with elevated tavern fare are likely to resonate.



Sources: Brewers Association, Statista

Another area of opportunity is diversified entertainment, referring to concepts that drive foot traffic with forms of recreation other than eating and drinking (even while in many cases still relying on food and beverage to generate the lion’s share of the revenue). Indeed, Main Street recently welcomed Flashback, a bar and restaurant which differentiates itself with a selection of roughly two-dozen vintage arcade games that can be played for fifty cents.

In addition, there are the fast-growing “paint-and-sip” franchises, where patrons learn how to paint while enjoying a glass of wine or a cocktail. And while Cape Cod Art Bar (at Mashpee Commons) might already absorb much of the demand for this sort of experience, newer variants focus on other D.I.Y. crafts like, for instance, wood-working (see image below), which would seem especially promising for the Cape, where so many historic homes are adorned with custom wood signs.



Finally, factory outlets, selling well-known brands at (what is perceived as) less than full-price, would also prove popular. The kind of large open-air strip center where such stores typically congregate does not exist on the Cape, with the closest one, Wrentham Village Premium Outlets, more than 70 miles away. A growing number, however, have started to open freestanding locations in Main Street settings, especially in markets without a more conventional alternative.³

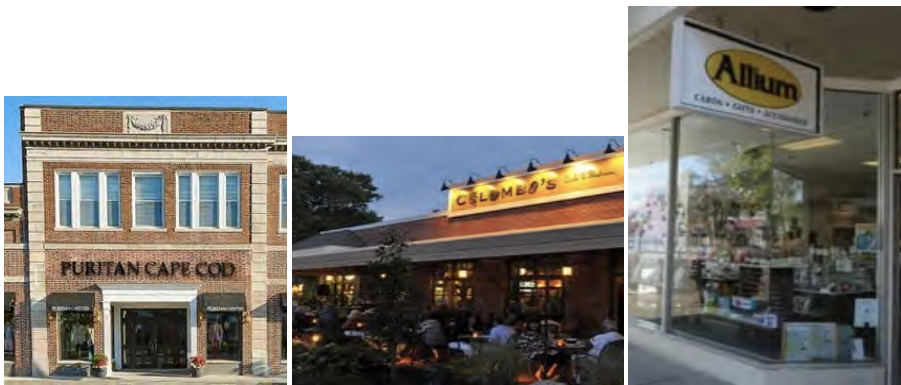
³ The roughly 26,000 sq ft earmarked for such tenants in the Market Basket-anchored strip center located at the foot of the Sagamore Bridge – and the 157,000 sq ft in the now-defunct Cape Cod Factory Outlet Mall which it replaced -- fall well below the super-sized 500,000+ sq ft outlet malls developed today. Wrentham Village, for example, contains 610,000 sq ft of retail space. Given the distance from Wrentham, however, the market might yet be able to support a project of that scale: the “Canalside Commons” site is challenged by uncertainties surrounding possible replacement of the Bourne Bridge and related road realignments, but if another were to be put in play, the potential on Main Street to attract one or more such stores would presumably drop.

* Another relevant submarket on Main Street is the **Hyannis Port / Osterville / Nantucket set** (hereafter referred to for ease of reference as the “HONs”). Affluent empty-nesters and retirees with expensive tastes, they will spend freely on sit-down dining, entertainment as well as apparel and art.

The impact of the HONs, however, is thought to be attenuated by two factors. One, as owners of multiple homes, their presence is heavily concentrated in the high and shoulder seasons. And two, some of them undoubtedly find the mid-market orientation of Main Street’s retail mix to be off-putting.

Also, there is a wealth of alternatives for their patronage, like Osterville’s Main Street-Wianno Avenue area, Mashpee Commons, Falmouth Center and Downtown Nantucket, not to mention the communities where they spend the rest of the year (e.g. New York City, Connecticut’s Fairfield County, Boston, etc.).

That said, a modest though not-insignificant number of businesses on Main Street clearly draw this customer, including, for instance, the Puritan flagship store, Seabreezes, Allium, Solstice Day Spa as well as Naked Oyster and Colombo’s Café.



With this in mind, it is possible to imagine that Main Street, with certain additions to the retail mix, could capture a greater share of HON expenditures. This might include, for instance, high-end consignment shops featuring designer brands – as more than one-quarter of luxury shoppers today also buy second-hand apparel⁴ -- and upscale full-service restaurants with healthy fare that would appeal to an aging demographic.



The enduring popularity of Pain D'Avignon’s café and restaurant, hidden in a light-industrial zone on Hinckley Road across from Barnstable Municipal Airport, offers a testament to the power of high-quality product (and atmospherics) in overcoming any negativity associated with immediate surroundings.

⁴ According to ThredUp’s 2019 Retail Report.

Main Street would also benefit in this regard from further investment in the pedestrian connection to and from Hyannis Harbor, which boasts several draws -- the Hy-Line Cruises Terminal, the Hyannis Harbor Hotel, a handful of upmarket restaurants -- that are popular with HONs. One possibility worth exploring would be the pedestrianization of Ocean Street between Main Street and the Harbor during high season.

Finally, the opportunity to boost demand and improve perceptions among the HONs is central to the argument for siting a new Oceanside Performing Arts Center in the vicinity of Main Street, as the presence of such a venue would not only bring them there more often for sit-down dining but also provide for a sort of “halo-effect” owing to the association with high culture.

* Main Street can also draw on the potential of the **neo-hipsters**. These are young people (and the young-at-heart) who celebrate creativity and craft. Their tastes are typically described as eclectic and artisanal, and their sensibilities, as urbane and cosmopolitan. They spend on food and beverage, diversified entertainment as well as boutique shopping.

The Cape struggles both to attract and retain neo-hipsters owing to the lack of relevant job opportunities as well as the tradition-bound culture. That said, their share of the year-round residential base, while modest, is not insignificant, and their number increases considerably during the high season with the influxes from the Boston and New York City metropolitan areas.

Indeed, there is considerable evidence of their presence across the Cape, at businesses like Snowy Owl Coffee Roasters (Brewster and Chatham), Sunbird Kitchen (Orleans), Organic Market (Mashpee Commons and Dennis Port) and Left Bank Gallery (Orleans and Wellfleet), among others.

In fact, Hyannis’ Main Street can point to its own crop of neo-hipster draws, including Red Fish Blue Fish, Crazy Mermaids, Seaporium, the LoveLocal Collective, the HyArts Cultural District as well as Pizza Barbone and Anejo Mexican Bistro.



Not only, however, are neo-hipsters on the Cape today, but also, they represent the *next* generation of empty-nesters who will be moving and/or retiring there. For Hyannis, then, to retain its appeal in the longer term, it will need to cater even more to such tastes and sensibilities.

This demands, first and foremost, the continued refresh of Main Street’s food and beverage offerings. One, neo-hipsters have been on the leading edge of the craft-beer movement and would undoubtedly flock to the kinds of taprooms proposed earlier in connection with the mid-market customer.

They are also among the driving forces behind so-called “Third Wave” coffee, referring to roasters and cafes like Three Fins in West Dennis and Snowy Owl in Brewster that reframe its preparation and consumption as an artisanal process and experience with parallels to the wine industry.



Neo-hipsters have also helped to foment the ongoing revolution in dining, not just as “foodies” who pay close attention to ingredients and chefs, but also, as ready consumers for new food-delivery formats that break with longtime industry custom, like food trucks and “fast-casual” eateries.

Unlike older patrons who believe that fine dining necessarily means sit-down restaurants with advance reservations, waiters and waitresses, individual tables, etc., neo-hipsters realize that some of the best and most inventive food might require waiting on a line, ordering at the counter, eating at a communal table, even busing one’s own plates and cutlery afterwards.



At Sunbird Kitchen in Orleans, which started as a food truck in Wellfleet, customers order lunch at a counter, as they would at a fast-food restaurant, and might have to eat it at a communal table. And in typical “Third Wave” fashion, they also have the option of “pour over” coffee rather than drip.

Finally, this submarket is drawn to artsy, independently-owned shops with unique brands and merchandise, though in light of its relatively modest size as well as the rise of e-commerce (which younger neo-hipsters in particular have embraced), these are more likely in the form of heavily curated “micro-boutiques” that co-locate with other such businesses in shared spaces, like LoveLocal Collective.

* Neither of the latter two submarkets -- the HONs nor the neo-hipsters -- are large enough, however, to stand on their own. Furthermore, pushing Main Street too far in either or both directions runs the risk of alienating its core mid-market customer and killing its “golden goose”. And yet we have found elsewhere that those who work in the field of commercial corridor revitalization will often do so anyways.

Why? Because many of them suffer from a blind spot: a common aesthetic sensibility rooted in their educational backgrounds and professional biases. They will often assume, for example, that there is a general consensus about what does and does not *look* good, in terms of facades, signage, fixtures, displays, etc., and will therefore view as “tired” or “dated” what others might be fine with if not drawn to.



The mid-market customer, meanwhile, is often attuned to perceived signals that indicate who is and is *not* welcome. Ingredients that he does not recognize or pronounce, shop interiors that he finds overly precious or pretentious, price points that he cannot tie to a sense of inherent value or worth – all of these experiences can leave him feeling alienated if not outright resentful, that this is a town where he no longer feels that he and his family belong.

In order, then, to expand or even maintain its appeal to this customer, Main Street needs to ensure that it stays “accessible”, that it continues to welcome rather than intimidate. This means that new businesses must adopt a look and feel that, even if unmistakably modern, does not go *too far*, or alternately, that the retail mix as a whole reflects a wide range of tastes and preferences, such that there remains, roughly speaking, something for everyone.



Rendez Vous Café & Creperie (left), with its approachable feel, works as a gathering space for Main Street in a way that Provincetown’s Kofi Coffee (right), with its artisanal pretention, probably never would.

* The recommended market positioning for Main Street, then, might be expressed as “**A Main Street For The People⁵, plus crossover**”, in reference to its primary base of mid-market consumers as well as its opportunities to further penetrate the more modestly-sized HON and neo-hipster submarkets. Another way of describing such a retail vision is that Main Street should embrace its diversity while also striving to broaden its reach.

Tap City Grille is again worth mentioning here, as an example of this market positioning at the level of the individual business. The concept offers the familiarity of the bar and grill format but with a moderately contemporary (yet not intimidating) look and feel, a focus on craft and local beers as well as a menu full of elevated takes on pub grub. Its owners, according to the website, “sought to open a gastropub centered on handcrafted brews and the growing foodie culture on Cape Cod.”⁶

⁵ We wish to credit Sarah Colvin of Cape Cod Community Media for the “For The People” tagline: she used the phrase in reference to Main Street’s retail mix during an interview undertaken for this assignment.

⁶ <https://www.tapcitygrille.com/pages/about-us>



Orleans Center, meanwhile, appears to strike such a balance at the level of the larger district. It features a host of mid-market draws like Christmas Tree Shops, The Goose Hummock Shop, Cuffy's, Cooke's Seafood and the ever-popular Hot Chocolate Sparrow while also catering to neo-hipsters with concepts such as Sunbird Kitchen, The Corner Store, Guapo's Tortilla Shack, Frances Francis, blake & co., Left Bank Gallery and NewFarm.

- Another approach to segmenting Main Street's consumer profile – indeed, the way in which it is more commonly understood – is the seasonal versus year-round dichotomy. While we feel that our earlier framework, grounded in demographics and psychographics, is ultimately more useful, some aspects of this binary are nonetheless worth addressing:

* Generally speaking, **short-term visitors** – daytrippers and weekenders, for example – are the most reliable customers for Main Street. This might seem counterintuitive, but leisure travelers tend to be in a different frame of mind than residents. They are not pressed for time, oriented towards convenience or fixated on price; rather, they are on vacation, guiltlessly willing to treat themselves (and/or their kids), primed to spend and ready to buy on impulse.

As shoppers, then, they are typically less vulnerable to the lures of competitors, either ones elsewhere in town or even on their smartphones. A visitor enticed by a gift item in a Main Street store is not about to walk to her car, drive to Route 132 and compare it to the alternatives there. And even if she can also find it at home or buy it for cheaper online, she is unlikely to forgo the instant gratification of buying it on the spot. She is, in a sense, “captive” to what is in front of her (see caption below).



The ubiquity of commodities on Main Street that can be easily found elsewhere or at home – a Cape Cod sweatshirt at Soft As A Grape or an ice cream cone from Ben & Jerry's – is a function of the “captive” market that predominates there

Indeed, while village centers are often not the primary draw of tourist destinations – and even the many charming ones on the Cape do not exert quite the same pull as, say, the beaches -- “shopping, dining and entertainment in a pedestrian-friendly, intimate setting” is, according to the Destination Development Association (DDA), the top *complementary* activity, accounting for roughly 80% of non-lodging visitor spending⁷ (see caption below).

⁷ As stated in the presentation entitled “Tourism & Downtown: The Hot, New Power Couple”, by Roger Brooks of the DDA, a Peoria, AZ-based membership association that serves as a resource for the destination-marketing industry.



One of a great many among “Motel Row” in South Yarmouth

Short-term visitors, then, can be relied upon to both spend time on Main Street and money in its businesses. And to a certain degree, they will take whatever is presented to them, whether it is completely generic or uniquely local. For the purposes of differentiating the retail mix and driving repeat traffic, though, stakeholders should avoid a “me-too” vision that aspires to what already exists elsewhere and instead promote concepts that speak to what is uniquely Hyannis.

Consider, for example, Provincetown’s Shop Therapy (image below). While the variety store / head shop has invited its share of controversy since first opening on Commercial Street in 1996, it also captures much of what makes Provincetown so distinctive and compelling, including the town’s countercultural past, its “anything-goes” reputation, its artistic bent as well as its tourist-driven commercialization. Indeed, one could not really imagine seeing such a retailer in any of the Cape’s other village centers.



Shop Therapy says Provincetown; what says Hyannis?

* As a market for retail, the year-round **residential base** represents something entirely different. With 578 persons per square mile (i.e. 53,444 people living in a trade area of 92.44 square miles), its population density would fit the U.S. Census Bureau’s definition of “rural”. And while its median household income of \$60,000 is solidly middle-class, a disproportionate share of that income is absorbed by the high housing costs typical of vacation / second-home destinations.

Also, while Hyannis is no doubt the retail hub of Barnstable County, that status is almost entirely due to the regional draws along Route 132 (see image below), which include the only Cape Cod locations for Macy’s, Kohl’s, Old Navy, Sephora, ULTA Beauty, Target (coming), BJ’s Wholesale Club, Whole Foods Market, Trader Joe’s and a host of others. Main Street, on the other hand, contains little that would compel residents to visit on a regular basis.



Regional retail along Route 132 in Hyannis

Furthermore, Main Street does not play a prominent role in the regional roadway network that would force motorists to pass through *en route* to other destinations. Unlike Route 132, it is not directly accessible to and from Route 6. Meanwhile, Route 28 effectively serves as a east-west bypass *around* Main Street. Even the affluent denizens of nearby Hyannis Port are forced to take South Street while driving eastbound through town.

In other words, Main Street does not really figure in the routines of locals, either their commuting patterns or their shopping habits. As a result, it does not enjoy the sort of repeat visibility that serves to establish and reinforce what is known as “consumer mindshare”. Locals might go there every so often -- for a specific purpose or destination like, say, a coveted designer label at Puritan, churrascaria at Brazilian Grill or a “Sunday Streets” event – but otherwise, *it is not really on the map*.

- This gets to the heart of what drives residents as consumers. Unlike visitors who are in town for leisure, these are people going about their day-to-day lives. In deciding which businesses to patronize, they are motivated to a far greater extent by convenience than impulse. And in this respect, Main Street – with its absence of conventional retail anchors, its out-of-the-way location, its one-way directionality and its lack of in-and-out parking -- cannot compete with the alternatives.

Due to these last two variables, Main Street cannot even count on the patronage of those living in the immediate vicinity. Indeed, with the likes of CVS, Speedway, McDonald’s, 7-Eleven, Burger King and Santander, North Street is clearly the favored corridor for businesses that cater to basic day-to-day needs and that desire village-center locations, as it provides for two-way traffic while offering lots that are large and deep enough to accommodate on-site parking spaces and drive-through windows (see caption below).



Concerns about competition often focus on commercial arterials like Route 132 or online giants such as Amazon, but in smaller cities with relatively low development intensities and land values, the more immediate threat is often a secondary street within the village center itself that can offer greater convenience to motorists, like North Street.

- Locals are not just more likely to be deterred by inconvenience, however. Like all of us, they are subject to the lure of nostalgia, and prone to viewing (and judging) their main street within the context of how they remember it from the past. For them, it is not just there for a drop-in visit; rather, it is a part of their respective communities. As such, it must capture their aspirations, reflecting how they want to see themselves and be seen by others (see caption below).



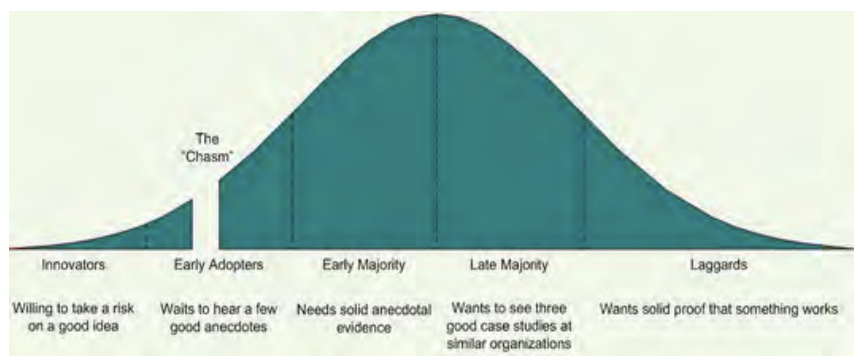
The role of aspiration in retail revitalization can be easily grasped by again recalling last year's backlash to the possibility that Dollar Tree might be the one back-filling the former Wings Beachwear space at 529 Main Street (image), now occupied by Sturgis Charter School.

For these reasons, their judgments on the subject can seem disproportionately harsh. Long familiar with their main street's foibles and flaws, many of them have developed perceptions and biases that have only hardened over time, reinforced by conversations with others as well as op-eds in the local media, resulting in what sometimes feels like one big "echo-chamber" of negativity and despair as well as a heightened sensitivity to perceived slights from without.

Since such an entrenched dynamic is not easy to reverse, local residents typically imply much higher costs (than visitors) for what is known in the industry as "customer acquisition". That is, main streets and their individual businesses usually need to expend considerably greater energy and resources – more intensive marketing and deeper promotions, for example -- in order to attract them initially and then to retain them as repeat customers over time, translating to slimmer margins and smaller returns.

Of course, not all residents are the same: some will be easier (and thus, cheaper) to entice and keep than others. While no one, for example, especially likes to be confronted with a social-services population or forced to park some distance from her destination, there are many for whom such discomforts and inconveniences do *not* amount to deal-breakers. With these sorts of locals, the customer-acquisition costs will be correspondingly lower.

This phenomenon can be more clearly understood by borrowing from the tech world. The "technology adoption lifecycle" (see image below) characterizes the process by which new products and innovations are embraced by consumers. This starts with the initial pioneers and the early adopters, then reaches a crossroads – known as "The Chasm"¹² – at which point it either loses steam or starts to infiltrate the larger mass market, eventually reaching even those who are the most resistant to change.



The technology adoption lifestyle

¹² The concept of "The Chasm" was originally developed by management consultant Geoffrey A. Moore in his 1991 book, "Crossing the Chasm: Marketing and Selling High-Tech Products to Mainstream Customers".

Commercial-corridor revitalization efforts often make the strategic mistake of focusing on this last cohort, the laggards. These are the naysayers who can only conceive of success as a return to a mythical past, and who tend to fixate on the aforementioned discomforts and inconveniences. They will be the most difficult (and costly) to convince at this stage, and yet, since their voices are typically the loudest and most respected, their negativity and pessimism can slow if not halt forward progress.

Right now, energies and resources should be concentrated instead on the innovators and early adopters, that is, those for whom the challenges do *not* amount to deal-breakers and are not even worthy of mention. In terms of customer acquisition, they offer the greatest bang for the proverbial buck.

These consumers are more likely to be younger, without the baggage of nostalgia to constrain their sense of what Main Street could and should be, although they are not exclusively so. Rather, they are most accurately understood as the neo-hipster psychographic, which, as noted earlier, also encompasses empty nesters and retirees who remain “young-at-heart”, open to new models and upbeat about the possibilities.

They are enticed by concepts like Tumi Ceviche Bar & Ristorante (see image below). Few would have predicted upon its 2014 opening, in a hidden alley location and featuring an unfamiliar cuisine, that the sit-down restaurant would still be kicking five years later, and yet it has managed to develop a following with what *LiveLoveLocal* described in a 2015 review as an “eclectic and sophisticated menu” in a “refreshingly hip and welcoming setting”.¹³



Tumi Ceviche Bar & Ristorante, with a Main Street address but an alley location

Tumi, however, offers a case study in how a concept can also appeal to more risk-averse consumers, thus achieving that all-important crossover draw: while it references Peruvian culture in its signage and décor, its menu also offers more familiar Italian dishes like fettuccine carbonara and shrimp scampi as well as “fusion” creations such as fettuccine a la huancayna and andean risotto -- along with a glossary of Peruvian ingredients.

With this approach, Tumi appears to have found a way to span the chasm in the adoption lifecycle. Other tenants capable of the same are “bellwether” brands: already widely known and highly regarded, their arrival can help to elevate a particular shopping center or village center in the minds of those who have historically dismissed it, sending a strong message both to consumers as well as other expansion-minded businesses.

The actions of bellwethers have long been closely followed within the tenant community. For years, the commitment of the Gap served to legitimize unproven locations in the minds of other retailers: not only was its site selection considered top-notch but also, the brand itself would instantly become a draw that generated foot traffic. As a result, it was highly coveted by developers and landlords. Today, that level of influence now belongs to others, like Apple, Whole Foods Market or Lululemon.

¹³ <http://lovelivelocal.com/tumi-ceviche-bar-and-ristorante/>.

Village centers unable to entice large chains (or uninterested in trying) can instead leverage the bellwether status of locally-established restaurateurs. Consider, for example, the impact of the decision by Jamie Surprenant (see image below), co-owner of Five Bays Bistro (since 2002) and Crisp Flatbread (since 2013) in Osterville as well as Anejo Mexican Restaurant and Tequila Bar (since 2010) in Falmouth, to open the large, 309-seat Anejo Mexican Bistro and Beechtree Taqueria on Hyannis' Main Street last year.



Established Cape Cod restaurateur, Anejo co-owner and local “bellwether” Jamie Surprenant

- Some residents might not be overly enthusiastic about the recommended market positioning (“Main Street For The People, plus crossover”), as it does not reflect what they aspire to for Hyannis. Indeed, not everyone will be happy with a vision that does not put them first, especially if they have become accustomed to such primacy or deference over time. Tolerating such pushback will require no small amount of political will, inasmuch as they tend to occupy positions of influence, elected or otherwise.

It is worth reiterating, however, that retail revitalization is an evolutionary process – a marathon, not a sprint -- and that striving to reach this next stage represents the most promising path to the desired end-state. Leapfrogging can be attempted, but it will almost certainly backfire: the opening of the “perfect” business might offer a short-term boost, but, having arrived before its time, will most likely fail to stay afloat, only deepening the pessimism of residents and the reluctance of would-be tenants.



The retail revitalization of Manhattan's SoHo did not start with luxury designers: the world-renowned shopping destination has traveled a long road since the dark days of the '70's (image).

That said, it will also be essential that locals, while perhaps not getting exactly what they want (just yet), continue (or start) to feel – in the present -- as if Main Street is in some way *theirs*. This requires a series of monetizable and ultimately sustainable “Third Place(s)” – separate from home and work – where each resident can find his/her tribe and feel a sense of belonging (see caption below). Businesses that appear to be playing this role today include The Daily Paper, Rendezvous Café & Creperie and Colombo's Café.



The notion of the “Third Place(s)”, first articulated by sociologist Ray Oldenburg in his 1989 classic *The Great Good Place*, gained wider cultural currency with the rise of Starbucks Coffee as well as the popularity of TV shows such as *Cheers* (“where everybody knows your name, and they’re always glad you came”).

Another retail use which often assumes great symbolic (if not practical) importance in fledgling village centers today is the grocery store, as a sign of its livability to a growing residential base. Indeed, community stakeholders have expressed hope for some sort of small-format specialty food market – along the lines of a Fancy’s Market or a Barnstable Market – either on Main Street or in its immediate vicinity.



As in so many other reemergent urban areas across the country, the arrival of a grocery store has been viewed as the moment at which Boston’s Seaport District would become a real *neighborhood*, and indeed, the recent announcement that Trader Joe’s will be opening a Fort Point location was cited by the *Boston Globe* as evidence that “in evolutionary terms, the Seaport [has] entered a new epoch.”¹⁴

Such a concept would be challenged, however, by an inadequate density of middle and upper-income households within close proximity. This is not to say that one would be impossible, just that it would need to be *heavily* cross-subsidized for the foreseeable future by a property owner as well as other revenue sources (e.g. sandwiches, coffee, etc.), and would require an automobile-friendly location with both two-way traffic and at least a handful of dedicated, on-site parking stalls.

Next Steps

- Again, we want to reiterate that this memorandum was always intended as just the first phase of a more extensive scope-of-work, with the lone objective of devising a retail market positioning strategy for Hyannis’ Main Street.

¹⁴ <https://www.bostonglobe.com/metro/2019/04/14/the-seaport-district-starting-look-more-like-neighborhood/tfBcdjwVAe4KwNRt1I9VFI/story.html>

Obviously such a strategy will amount to very little without a blueprint for practical implementation. The retail vision outlined in these pages will not happen on its own, or else the free market would have already brought about its realization.

The following, then, describes the next steps that need to follow, contingent on the availability of additional funding (which has yet to be secured). The stakeholders that need to take the lead on each have been indicated in parentheses.

* Implementation Plan (Hyannis Main Street BID, Town of Barnstable): The purpose of this phase would be to provide guidance on the specific roles that the various stakeholders can and must play, as based on an assessment of overall needs and political dynamics as well as the mandates, interests, capacities and resources of each.

For the Town of Barnstable, it would outline any recommended changes to the current zoning and regulatory framework as well as other relevant municipal policies and programs. It might also propose additional tools and incentives that could help with retail attraction and retention.

It would specify the ways in which the Hyannis Main Street BID, as an organization beholden to business interests (versus the voting public), can complement the Town's efforts by offering a more entrepreneurial sort of support to the private sector.

It would also indicate how other community stakeholders – the Cape Cod Chamber of Commerce, the Greater Hyannis Chamber of Commerce, Cape Cod Healthcare, Cape Cod Five, etc. – could add the most value.

It would detail what those with the greatest influence on retail mix – the developers, landlords, brokers and merchants – would need to be prepared to do with regards to investment, leasing, merchandising, marketing, etc.

Finally, it would describe a calculated approach for selling both the vision and the roles to each of these would-be implementers, including both the arguments to use as well as the specific individuals to start with.

* Stakeholder outreach (Hyannis Main Street BID, Town of Barnstable): This next phase would consist of a series of presentations and one-on-one meetings designed to secure buy-in to both the overall retail vision for Main Street as well as the specific roles for the would-be implementers.

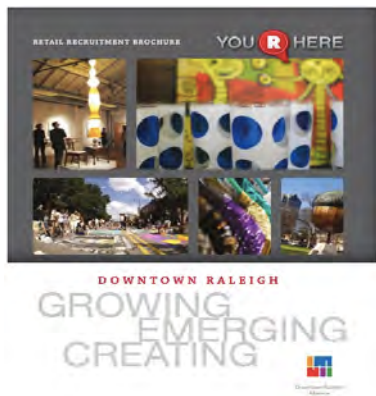
We are under no illusions that everyone – or even most – will be receptive. Such are the challenges of retail revitalization in Downtown settings with multiple stakeholders. However, we do not *need* everyone to respond positively at this stage, only the early adopters.

Our approach, then, will be guided by a strategic understanding of which specific individuals should be approached first and with what sorts of arguments, as well as which ones are best left for later stages of the adoption lifecycle.

To help with the outreach to the private sector, we will also develop a retail marketing brochure and webpage (housed on the Hyannis Main Street BID's site) that, using the language of the retail industry, strives to “tell the story” of and frame the opportunity presented by Main Street, with a specific focus on the kinds of tenants outlined in this positioning strategy and the data points that support the sales pitch.

We have found in our experience that such a tool can help both to educate landlords, developers and brokers on the nuances of market positioning (see image below) while also providing them with ammunition for their leasing efforts.

Finally, this marketing piece would be featured as part of a “road show” across the larger region, which might consist of presentations at industry events, opinion pieces for business publications, meetings with retail brokerages, etc.



In Raleigh, NC, our brochure (image) and outreach served the purpose of familiarizing property owners and leasing professionals of the conservative Southern city about the eclectic tastes and retail potential of the “hipsters” and “neo-hipsters” who had descended on their Downtown. The landlords and brokers took to these ideas readily, and today Downtown Raleigh’s upward ascendance, as a hub for creative and alternative culture, is unmistakable, with the once-sleepy urban core having emerged as one of the Southeast’s most dynamic.

* Tenant prospecting and filtering (Hyannis Main Street BID): While we believe that this memorandum provides some clear guidance on the kinds of retailers worth pursuing for Main Street, we have not been contracted to identify specific prospects, nor, we feel, would it have been appropriate to disseminate them as part of a public presentation or document.

We can, however, take this additional step of researching and pre-qualifying specific possibilities that would be new to the market, drawing on our proprietary database as well as canvassing in comparable village centers elsewhere in the larger region.

Prospects would be passed through various filters so as to arrive at the ones most likely to be interested and able to offer reassuring track records. The resulting list would then be relayed to landlords and their brokers in a carefully-structured process that matches the site criteria of individual tenants to the specifications of available spaces.

Note that this role for the BID would require additional buy-in as part of the stakeholder outreach, from the property owners and leasing professionals in particular, and that the Town of Barnstable would not be overtly involved so as to avoid perceived conflicts-of-interest.

Again, while this memorandum is not intended to serve as a comprehensive retail strategy, we nevertheless feel the need to recommend the following initiatives – even though they do not relate specifically to market positioning – as ones that would provide critical support for Main Street’s retail revitalization. Lead stakeholders have been indicated in parenthesis.

* Gather more detailed information on Main Street foot traffic (Hyannis Main Street BID, Greater Hyannis Chamber of Commerce), so as to corroborate the qualitative approach utilized to arrive at the findings in this memorandum (or to modify them accordingly), by conducting intercept surveys of pedestrians in multiple locations along the corridor and at different times of the year, week and day. Respondents might be asked about where they live, how long they will be in Hyannis, why they come to Main Street, where else they shop / dine / recreate, what other kinds of businesses they would want to see, etc.

This would provide useful data and insights about who is actually on Main Street, both seasonally and year-round. Ideally it would be undertaken in tandem with another study, presumably led by the Cape Cod Chamber of Commerce, that aims to better understand Cape Cod’s visitor population, specifically.

* Insist upon zero-setback retail fabric on Main Street for existing storefronts and new development between Old Colony Road to Sea Street¹⁵ (Town of Barnstable), that is, ground-floor spaces flush with the sidewalk and filled only with uses welcoming walk-in customers, so as to bring pedestrians closer to the businesses themselves (see image below) and to keep them walking further, thereby maximizing the potential for retail sales as well as synergies between adjacent/nearby tenants.

Special permits should only be considered for harder-to-fill spaces. For example, very few tenants today – other than the drug and dollar-store chains -- are interested in and/or have the deep pockets for larger floorplates sized at 7,500 sq ft and up in a village center like this one. Requiring landlords in such cases to lease only to retail uses, then, seems like an undue hardship. That said, such exceptions should be periodically revisited so as to ensure alignment with shifting trends.



The recessed storefronts in the Hyannis Oaks Courtyard development (image) weaken the connection between pedestrians and businesses, thus reducing the likelihood of sales.

* Utilize creative approaches to fill major gaps in the retail frontage (Hyannis Main Street BID, Town of Barnstable), like, for example, the intersection of Main Street and High School Road, where the BID is thinking of acquiring 491-493 Main Street (see image below) and replacing the street-level police substation visitors with a visitor center, and where it could partner with the owners of the 500 Main Street property on the activation of that corner, say, with seasonal kiosks and trucks, public art, etc.



* Focus capital improvements on the twin goals of sustaining pedestrian interest and extending “dwell time” (Town of Barnstable). Studies in the retail industry have showed that the longer a person spends at the shopping center (and the fewer reasons she has to leave), the more she is going spend; the same holds for a commercial corridor, pointing to the importance of street-level activation (see above) as well as basic amenities like seating areas (designed to prevent loitering) and charging stations.

¹⁵ We understand that a current zoning restriction only permits retail and restaurants within thirty (30) feet of Main Street between Ocean Street and Sea Street. We would amend this restriction to allow for any tenant that welcomes walk-in customers – including, for example, theaters – and to extend it further east to New Colony Road, so that it also applies to the existing retail fabric on the northern side of that additional block as well as any future redevelopment plans on the southern.

- * Relax permitted retail uses in the HVB Hyannis Village Business District zone (Town of Barnstable), so as to allow Main Street to evolve and adapt with a fast-moving industry in the midst of profound disruption. For example, the regulatory framework should be sufficiently flexible to accommodate whatever the next iteration of food and beverage might bring; right now, it does not even appear to allow for the increasingly common practice of on-site brewing or roasting.
- * Identify alternative, less restrictive funding sources for signage and façade overhauls (Hyannis Main Street BID, Town of Barnstable), so that applicants are more willing to take advantage (than they have been with Federal CDBG monies) and dated/tired-looking storefronts are given a necessary refresh, thereby helping to improve Main Street's curb appeal and brand. Such financial assistance should be accompanied by free design services from an on-call architect.
- * Convert the entirety of Main Street to two-way traffic (Town of Barnstable / Public Works), so as to generate more visibility for its businesses, provide easier access from the west, reduce the speed of its automobile traffic, enhance its intimacy and walkability as well as assert the role of Downtown more broadly as a true village center, rather than a pass-through for motorists.
- * Explore the possibility of converting Ocean Street (from Main Street to Hyannis Harbor) to pedestrian-only during peak season (Town of Barnstable / Public Works), so as to improve connectivity and synergy with the village center's other center-of-gravity and its higher-income clientele, while also increasing the visibility of Main Street as the endpoint – and not just a pass-through -- for Harbor-bound motorists.
- * Advocate for a new performing arts center within walking distance (Hyannis Main Street BID, Town of Barnstable, Oceanside Performing Arts Center), so as to help drive off-season foot traffic on Main Street, increase consumer demand for food and beverage concepts there as well as elevate the brand of the village center more generally.
- * Diversify efforts to establish new drivers of foot traffic for the slower, off-season months (Hyannis Main Street BID, Town of Barnstable), including a new performing arts center (see above), a modernized conference center, additional “Third Place” venues as well as continuing education and “lifelong-learning” classes. New housing development in or near the village center would also help in this regard, assuming that it targets year-round residents.
- * Develop standalone “start-up guide(s)” for different kinds of retail businesses (Hyannis Main Street BID), in concert with and using the same template as the author that created the one for restaurateurs, so as to guide would-be merchants through what can be an intimidating process, then both post them on the BID's web portal (see below) as well as distribute them to others within the support infrastructure, including leasing professionals.
- * Apply further tweaks to Hyannis Main Street BID's existing (already-impressive) web portal (Hyannis Main Street BID), including, for example, a centralized database of available retail spaces (linked to the websites of their respective landlords and/or brokers), the aforementioned retail marketing pitch (as part of the “Why Main Street” page) as well as the aforementioned “start-up guide(s)” for restaurateurs and retail businesses.
- * Leverage the entitlements process to ensure a symbiotic relationship with The Landing at Hyannis (Town of Barnstable), such that the place-making element at this new development does not give rise to a competing center-of-gravity for residents and that the leasing effort does not poach from among Main Street's most successful merchants (see caption below). Negotiations might also include demands for funding to continue with the implementation of this positioning strategy as well as the other retail-related initiatives outlined above.



* Revisit and update this positioning strategy on a periodic basis (Hyannis Main Street BID, Town of Barnstable), so as to ensure that it is always evolving in response to changing conditions, shifting tastes, disappearing anchors, new competitors, etc. The danger is that without such constant monitoring, Main Street's fade into irrelevance could happen so slowly -- if not imperceptibly -- that it only become recognizable *after* the point of no return has been reached.

After all, there is reason to be upbeat. Main Street remains a relatively healthy commercial corridor, one not only well-positioned – owing to its high level of visitor traffic – to survive the threat posed by e-commerce, but also, capable of expanding its appeal still further with its existing submarkets. Could it be more than it is? No doubt. But rather than viewing that as a criticism, one can see it as an opportunity, one that many other village centers do *not* have.

¹⁶ Created by NAIL as part of the Cape Cod Chamber of Commerce's branding exercise.

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resistance to change will be strong, especially on the Cape. Only by staying the course, however, will we maximize the chances of getting to where we ultimately want to be.



UNDERSTANDING



THE JOB TO BE DONE

The Town has three general areas of focus for this project which it seeks to study and strategize around. More than just a feasibility study, this implementation-focused exercise must help the Town decide how to move forward with a balance of policy changes, use priorities, and targeted customer and tenanting strategies that builds upon a new and resilient story for retail and economic development in Palm Beach. The recommendations will be grounded in market reality, fiscal responsibility and include a unique mix of quick interventions, paired with ambitious medium and long-term strategies for sustained dynamic growth and change.



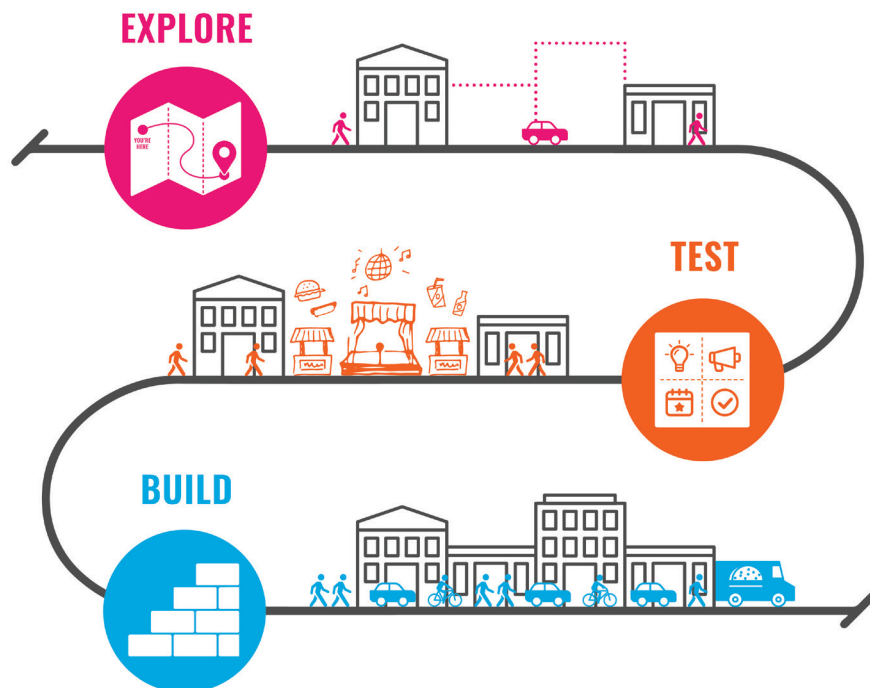
APPROACH

We propose to work alongside you to create a plan in an energetic three-month process. The major project milestones will be Explore, Test and Build.

The first stage, Explore, will focus on collecting the necessary base information, establishing a Working Committee and Project Manager; and holding a working session with them to finalize a path forward. This stage will include a trip to the Town where we will conduct an on-the-ground trends and story analysis that we will ultimately pair with our data analysis. During the Test stage we will take what was learned in the Explore phase and develop multiple scenarios and strategies for review. This will include multiple economic development strategies and tactics for the focus areas. Each of these approaches will highlight focus area differentiators such as uses, audience, public spaces, brand and management. At this time we will reconvene with the Working Committee to share those scenarios and understand their implications. The final stage, Build, will be where the team collaboratively chooses a path forward both overall and for the individual focus areas. The final deliverable will be one comprehensive document that includes the Retail Market Analysis, Economic Development Strategy and Implementation Matrix.

COMMON PROJECT INFLUENCES

- » Zoning and regulatory review
- » Consumer demand and psychographics
- » Tenant demand and perspective
- » Landlord needs and expectations
- » Competition assessment
- » Leakage/gap analysis



“In all of our work with YARD, we have found them to be sensitive to our needs, abundantly creative and exceptionally responsive and professional in conducting their work.”

Christina Marsh
Community and Economic Development Officer
Erie Insurance

SCOPE OF WORK

PHASE 1: EXPLORE [4 WEEKS]

Once authorized to proceed, we will work with the Town to establish a Project Manager, Working Committee and its roles/responsibilities. This committee and Town staff will be in regular contact with our team to successfully organize and track the project's efforts. An initial committee meeting will be hosted via Zoom (or another platform as requested) to review the goals of the project, discuss the current conditions for each focus area and their context within the Town and region.

With the foundation of the scope, schedule and Committee in place, our team will begin collecting and reviewing base data as well as coordinate an in-person site visit to conduct our field work. We will closely examine the existing Comprehensive Plan, zoning code and regulatory framework as well as other relevant planning documents. We will also hold one-on-one interviews and Focus Group meetings with major property owners, leasing professionals and existing merchants as well as business associations and other relevant stakeholders. We can also conduct resident surveys and other forms of broader engagement as needed.

We will then proceed with the retail market assessment and gap analysis, which will venture well beyond basic demographics and conventional number-crunching, also incorporating:

- » A nuanced understanding of the trade area's unique psychographic profile (drawing on our proprietary lifestyle-segmentation scheme)
- » A firm grasp of the tenant demand and perspective (drawing on our proprietary database of operators typically drawn to such settings and still expanding amidst COVID-19)
- » An up-to-date sense of what current landlords need and expect in terms of rent levels, lease structure, tenant improvements, possible concessions, etc.
- » An evaluation of the strength and vulnerabilities of districts and centers that compete with the focus area(s) for consumers and prospective tenants
- » A refined approach to identifying leakage and gaps in the marketplace



Scope of Work (continued)

(in light of the flaws and shortcomings of conventional methodologies)

- » Our thought leadership on where the industry appears to be headed more broadly, including the categories, concepts and formats that will likely grow in prominence with the paradigm shift now underway)

All of this will result in a Summary of Understanding document that will highlight all of our findings and outline next steps. This draft Summary of Understanding document will be discussed in a second Working Committee meeting.

*Expected Town staff time for this phase: 30-40 hours

Tasks

- » Establish Committee and Project Manager
- » Refine project goals and schedule
- » Collect and review base data and reports
- » Review planning, zoning and regulatory context
- » Prepare agenda and presentation to guide Committee Meeting 1

Meetings (virtual unless otherwise requested)

- » Town kick off meeting with key staff
- » Committee Meeting 1 to confirm goals and schedule
- » Focus group meetings and one-on-one interviews
- » Committee meeting 2 to finalize the Summary of Understanding
- » Exploratory trip to focus area (in-person unless not possible due to COVID-19)

Deliverables

- » Meeting 1 presentation
- » Summary of Understanding
- » Draft Retail Market/Gap Analysis (includes customer profiles)



Scope of Work (continued)

PHASE 2: TEST [6 WEEKS]

With the Summary of Understanding and Retail Market Assessment/Gap Analysis in hand, our team will begin preparing and internally vetting strategies and tactics for the focus areas. Each strategy, consisting of retention, recruitment and activation components, will delineate a market position and retail mix (including merchandising/tenanting and, if applicable, alternative uses), proposed roles, responsibilities and timelines for the Town and other relevant stakeholders, as well as recommendations for zoning and policy changes. These strategies will be presented for review at a Working Committee meeting, as part of a “scenario planning” exercise in which we detail how the retail mix would be likely to evolve if: 1) nothing were changed; 2) tweaks were applied; and 3) dramatic overhauls were pursued.

*Expected Town staff time for this phase: 10-20 hours

Tasks

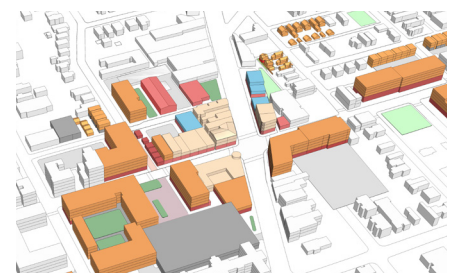
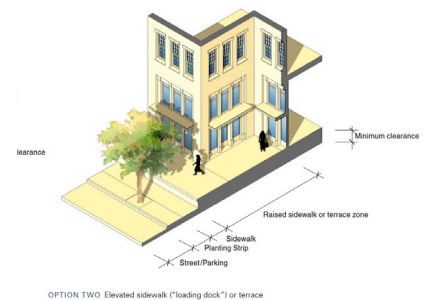
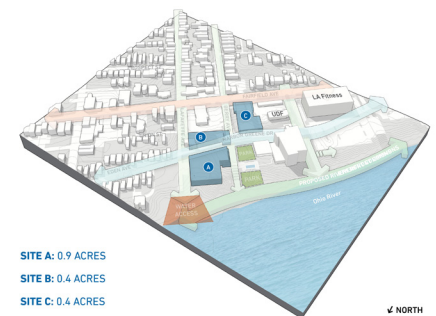
- » Identify the range of possible retail mixes for each focus area
- » Consider impacts of each strategy (parking, traffic, mobility, etc)
- » Delineate Town and stakeholder participation required for each strategy
- » Prepare an agenda and presentation to guide Committee Meeting 3

Meetings

- » Project Manager meeting to coordinate Committee Meeting 3 and review draft content, if desired
- » Committee Meeting 3
- » Project Manager debrief

Deliverables

- » Strategy Report
- » Committee Meeting Presentation



Scope of Work (continued)

PHASE 3: BUILD [3 WEEKS]

Based on the findings of the Test stage, we will prepare a final presentation of recommendations. These recommendations will include a summary of the program for each focus area. We will review this presentation with the Project Manager and, if desired, the Committee in an optional meeting prior to presenting to the Town Manager and Town Council (in conference and then with the public), private sector stakeholders (landlords, merchants, brokers, etc.) and others, as directed. Once feedback is collected, we will make a round of revisions to the presentation before final delivery.

*Expected Town staff time for this phase: 10-20 hours

Tasks

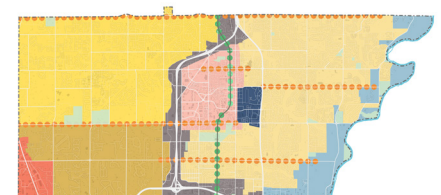
- » Refine preferred development scenarios for each focus area to include:
 - Implementation matrix
 - Quantitative analysis of uses
 - Merchandising / tenanting direction
 - Summary narrative of essential elements, such as story, management structure, regulatory needs and mobility/parking considerations
- » Update and finalize the retail market assessment and supportive documents

Meetings (virtual unless otherwise requested)

- » Working Committee Meeting (optional)
- » 2 Town Manager/Council Presentations + Private Sector Presentation
- » Other stakeholder presentations (optional)

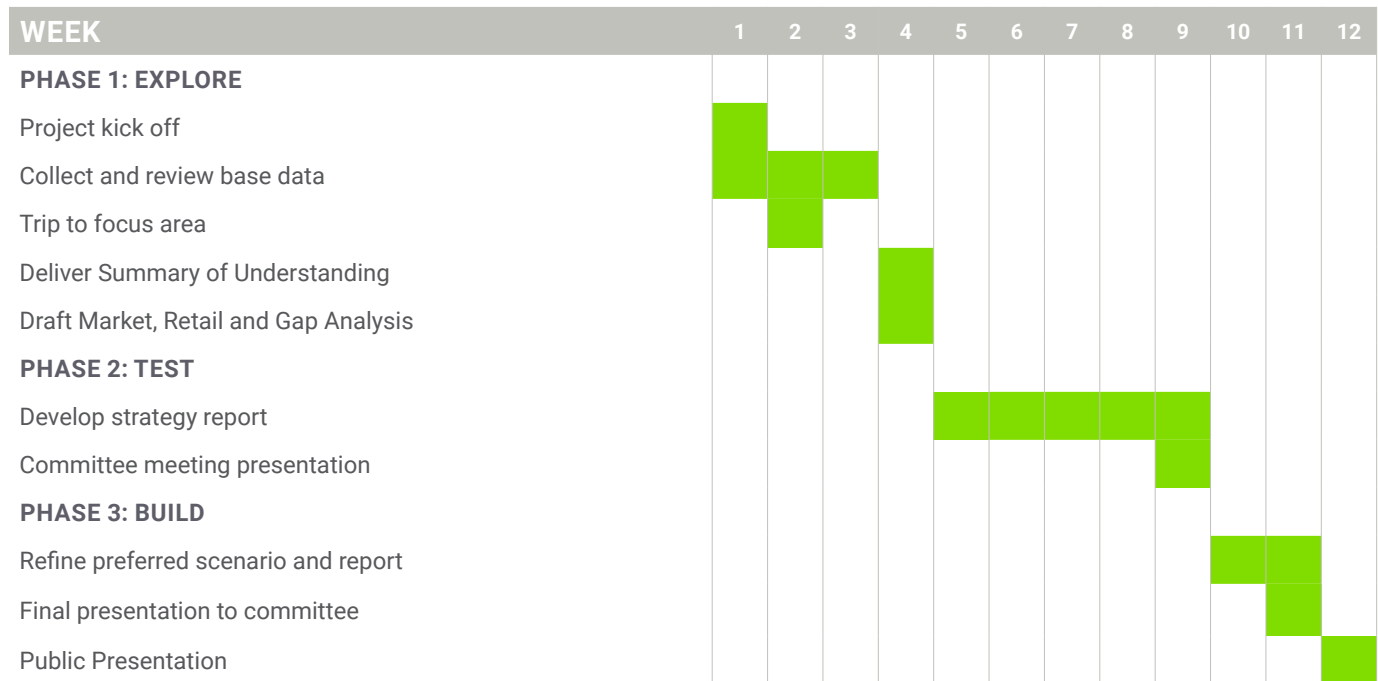
Deliverables

- » Draft presentation
- » Final presentation
- » Final Retail Market Analysis
- » Final Economic Development Strategy

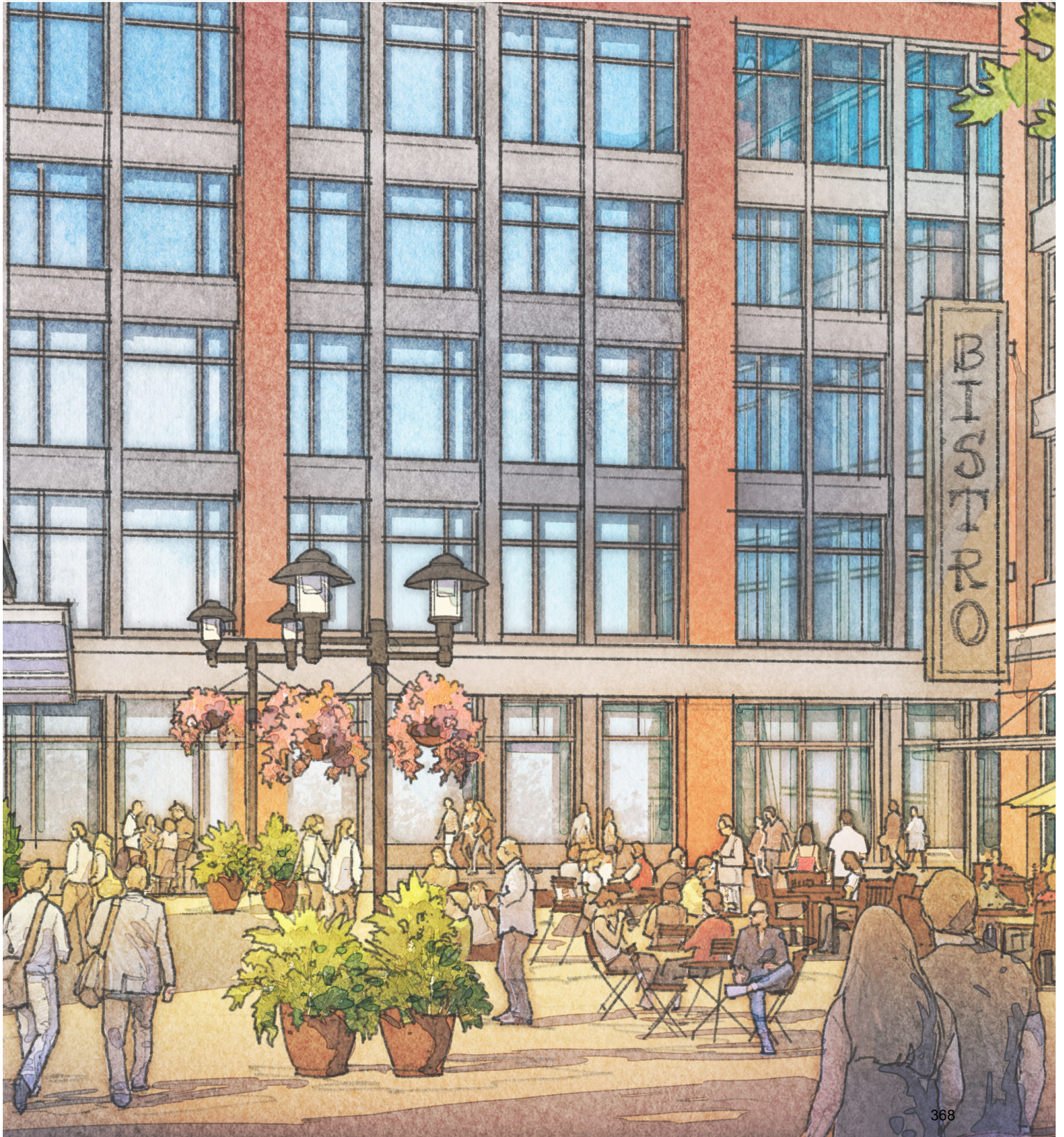


TIMELINE

Based on the project experience presented in this proposal, our proposed process is planned to be completed in approximately three months, but is flexible to meet your scope and scheduling needs as they arise.



COST



RATES + FEES

Based on our current understanding of the work to be performed, we propose the following not-to-exceed base fee structure, effective 120 days from the date of this proposal:

FEES

The total fee for each deliverable is as follows. The Retail Market Analysis will cost \$52,500 and the Economic Development Strategy will cost 41,750. The fee breakdown by project phase and partner is below.

PHASE OF WORK	YARD	MJB	KSA	TOTAL
PHASE 1: EXPLORE	\$16,500	\$25,000	\$3,500	\$45,000
PHASE 2: TEST	\$18,250	\$12,500	\$4,250	\$35,000
PHASE 3: BUILD	\$7,750	\$5,000	\$1,500	\$14,250
TOTAL FEE	\$42,500	\$42,500	\$9,250	\$94,250

HOURLY RATE SCHEDULE

STAFF LEVEL	YARD	MJB	KSA
PRINCIPAL	\$200	\$250	\$185
ASSOCIATE	\$125		
SUPPORT	\$90		

EXPENSES

EXPENSE	COST
Travel	\$1,250
Lodging/Per Diem	\$1,950
Printing	\$1,150
TOTAL EXPENSES	\$4,350

TOWN OF PALM BEACH

Town Council Meeting on: February 9, 2021

Section of Agenda

Regular Agenda - New Business

Agenda Title

Legal Requirements (Post COVID-19) for Public Meetings (verbal report).

Presenter

John C. Randolph, Town Attorney

ATTACHMENTS:

No Attachments Available

TOWN OF PALM BEACH

Town Council Meeting on: February 9, 2021

Section of Agenda

Regular Agenda - New Business

Agenda Title

Re-Appointment of Town Manager Pursuant to Section 4.02(b) of the Town Charter from February 10, 2021 through February 8, 2022.

Presenter

Kirk W. Blouin, Town Manager

ATTACHMENTS:

- ▣ **Memorandum dated February 1, 2021, from Kirk Blouin Town Manager**
- ▣ **Town Charter, Section 4.02 (b)**

TOWN OF PALM BEACH

Information for Town Council Meeting on: February 9, 2020

To: Mayor and Town Council

From: Kirk W. Blouin, Town Manager

Re: Appointment of Town Manager

Date: February 1, 2020

Re-appointment of Town Manager, from February 10, 2021 through February 8, 2022, pursuant to Section 4.02(b) of the Town Charter.

/nt

Attachment

Sec. 4.02. - Qualifications; Appointment; Removal; Compensation; Performance Evaluation.

- (a) *Qualifications.* The Town Manager shall be required to bring, among other things directed by the Town Council, technical competence in public administration, and professional management skills to the task of running the Town.
- (b) *Appointment.* The Town Council shall appoint by a majority vote of all Town Council members, a Town Manager for a period of one year. The Town Manager may be reappointed to an unlimited number of one year terms.
- (c) *Removal.* The Town Council may by majority vote of all Town Council members, suspend or remove the Town Manager at any time with or without cause prior to the expiration of his or her term. During any suspension, the Town Manager shall continue to receive his or her salary until the effective date of a final resolution of removal. In the event of removal other than for good cause shown, the Town Manager's salary shall continue until the end of the term.
- (d) *Compensation.* The compensation of the Town Manager shall be fixed by the Town Council and shall not be reduced during any one term of office.
- (e) *Performance Evaluation.* At least once each year, the Mayor and Town Council shall individually evaluate the Town Manager's performance, in accordance with such procedures as the Town Council shall, from time to time, adopt.

(Ord. No. 18-99, § 1, 12-14-99)

TOWN OF PALM BEACH

Town Council Meeting on: February 9, 2021

Section of Agenda

Regular Agenda - New Business

Agenda Title

Approval of 2021 Town-wide Goals

Presenter

Kirk W. Blouin, Town Manager

ATTACHMENTS:

- ▣ **Memorandum dated February 1, 2021, from Kirk Blouin Town Manager**
- ▣ **2021 Town-wide Goals**

TOWN OF PALM BEACH

Information for Town Council Meeting on: February 9, 2020

To: Mayor and Town Council

From: Kirk W. Blouin, Town Manager

Re: Approval of 2021 Town-wide Goals

Date: February 1, 2020

Town-wide Goals for 2021 consisting of six (6) title categories and 16 sub-categories were presented to Mayor and Town Council for review. It was requested from the 16 sub-categories that five (5) be chosen as top priority. The five (5) sub-categories chosen will complete the list for 2021 Town-wide Goals.

/nt

Attachment

Town of Palm Beach Goals – 2021

Financial Sustainability and Planning

- Develop financial policies and plans to address future needs of the Town. This will include, but not limited to, policy for Marina reserves (should include minimum reserve balances in the Marina Fund, and potential uses for any excess balances), long term plan to finance the Capital Improvement Program including the rebuild/new construction of the North Fire-Station, finance plan to address projected budget shortfalls in Underground Utility Construction project.
- Continue to identify opportunities to increase non tax related revenue, while improving operational efficiencies, without compromising the community's expectation for exceptional public services. Implement cost saving measures to include, but not limited to, the commencement of an annual sanitary sewer pipe lining program, systematic replacement of existing lights with energy efficient LED lighting and low-flow irrigation heads, addition of smart irrigation upgrades on public property, and the completion of an expense analysis of in-house vs. outsourced labor for town wide landscape maintenance.
- Continued discussion and negotiation of Okeechobee property land lease. Market Town owned properties in City of West Palm Beach for potential ground leases.
- Complete and review water feasibility study. Evaluate water supply and distribution options with an emphasis on quality and cost. Develop a plan for implementation and begin negotiations for a contract with the provider.

Community Standards, Regulations, Quality of Life

- Conduct a complete review of the Town Code or identify and devise a plan to address most pressing Town Code reform needs. Develop a budget and process to include analysis of the existing code, create a steering committee, host a public engagement session to solicit community feedback, research impacts of federal, state and county regulations, and prepare recommended code changes.
- Develop a comprehensive parking management strategy.
- Research the perceived need for additional outdoor dining capacity and if appropriate, develop implementation policies and/or ordinances.
- Continue monitoring development in the City of West Palm Beach and provide input and objections, when necessary, in an attempt to minimize adverse impacts to residents. Monitor planning activities related to the expansion and development of the Port of Palm Beach and Peanut Island to ensure it remains a passive and recreational destination.

Environment & Resiliency

- Continue to identify and implement actions and standards that are in keeping with the Town's Green Initiative program, including but not limited to the increased use of native plant material, organic maintenance practices, energy efficient equipment and vehicles, etc.
- Complete and publicly review the second phase of Woods Hole Group resiliency study. The first phase included dynamic modeling of anticipated storm events and the effects of sea level rise on the Town. The second phase will identify methods to mitigate these impacts and will prioritize solutions. After analysis, develop a multi-year implementation plan with input from the Mayor and Town Council to mitigate the potential impacts to the Town, which will impact both public and private property.

Communications & Community Engagement

- Develop a communications plan and resources for both external and internal audiences which prioritize timeline development, message strategy and methods (social media, internal and external print, e-alerts, digital platforms, and texts).

Capital Improvement Projects

- Complete the Town Marina on time and on budget. Create and implement a detailed and strategic marketing plan for the Town Marina. Provide regular updates to Mayor and Town Council and receive input on key decisions related to design elements, budget and operations.
- Continue to engage and inform the community, the UUTF and the Mayor and Town Council on underground project updates, including construction progress, easement acquisition and budget status. Continue to seek ways to maximize Town's ability to control project costs.
- Complete construction of FEMA-approved beach nourishment and dune restoration projects that restore storm protection with maximized Federal funding relief. Collaborate with Local, State and Federal officials to mitigate any issues that may arise.

Enhanced Service Delivery

- Enhance and expand the level of emergency medical care provided within the Town of Palm Beach while also addressing the desire for people to have access to more and better care in their homes instead of the hospital by instituting a program that provides an even more advanced level of care than our current paramedics.

This plan will support town-wide efforts to improve the health of our residents, by providing greater access to primary care services without having to go to the hospital. Implementation of this program is expected to reduce the number of patients being transported to the emergency room, and provide a more patient centric health treatment plan. The cost to fund this pilot program is approximately \$270,000 per year which may be supported by private donations.

- Continue Planning, Zoning, Building (PZB) Initiatives to improve operational efficiency, customer service, and policy and procedures. Identify and implement software program designed for use by PZB to meet these goals.

TOWN OF PALM BEACH

Town Council Meeting on: February 9, 2021

Section of Agenda

Regular Agenda - New Business

Agenda Title

Presentation by Town Attorney Regarding the Declaration of Use Agreement Between the Town of Palm Beach and the Mar-A-Lago Club.

Presenter

John C. Randolph, Town Attorney

ATTACHMENTS:

- ▢ **Memorandum Dated January 29, 2021, from John C. Randolph, Town Attorney**
- ▢ **Letter Dated January 28, 2021, from John B. Marion, IV**

**Memorandum Re: Mar-a-Lago Club
Trump Residency**

To: Mayor and Town Council
From: John C. Randolph, Town Attorney

Each of you are aware of the allegations of neighbors of the Mar-a-Lago Club that former President Donald J. Trump is not allowed to reside at Mar-a-Lago since it was converted in 1993 to a private club. In sum, it is argued that Mar-a-Lago is either a private residence or a club, but cannot be both.

I have previously provided you with historical documents relating to the conversion of Mar-a-Lago from a private residence to a private club, including the application, minutes of applicable meetings, the Declaration of Use Agreement relating to the Club, amendments to said Agreement and the zoning ordinance which defines private club. These documents shed light on the conditions of approval of the Club and the question of whether Trump may reside at Mar-a-Lago subsequent to it having been converted to a private club.

The Application for Special Exception 11-93 was submitted by the Mar-a-Lago Club, Inc. on April 29, 1993 requesting a special exception to convert Mar-a-Lago from a residential use to a private club. The application was filed pursuant to that section of the Town Zoning Code relating to District R-AA, Large Estate Residential, which allows "private social swimming, golf, tennis and yacht clubs" as a special exception use. Notably, the definition of private club under the zoning code provides, in part,

"Within residential zoning districts, a private club may provide living quarters for its *bona fide* employees only."

The purpose of this regulation prohibiting living quarters except for the Club's *bona fide* employees is to keep a club from turning into a multi-family residence or a commercial use such as a hotel, neither of which are permitted uses in this R-AA District.

The Application for Special Exception was first heard at a special meeting of the Town Council on May 13, 1993. The minutes of that meeting reflect the following regarding a statement of Paul Rampell representing the applicant:

"Another question asked of him is whether or not Mr. Trump will continue to live at Mar-a-Lago and the answer is 'No,' except that he will be a member of the Club and would be entitled to use the guest rooms."

Some have suggested that this statement is dispositive of the manner in which former President Trump may use the Club, i.e., only as a member using the guest suites for no more than three (3) non-consecutive seven (7) day periods during the year. It is important to note, however, that the Declaration of Use Agreement, ultimately agreed to and executed by the parties, did not incorporate a direct prohibition on former President

Trump residing at the Club, the language in the Agreement pertaining only to the members' use of the guest suites. Because the Agreement is silent in regard to a specific prohibition on Trump residing at the Club, the Town should look to its Zoning Code to determine whether there is any prohibition on former President Trump residing at the Mar-a-Lago Club. The Code prohibits living quarters within a club except for its *bona fide* employees. The definition of Employee in the Town's Code provides as follows:

"Employee means any person generally working onsite for the establishment and includes sole proprietors, partners, limited partners, corporate officers and the like."

I believe this issue, therefore, hinges primarily on whether former President Trump is a *bona fide* employee of the Club. In that regard, please see the attached letter from John Marion, representing former President Trump and the Mar-a-Lago Club, Inc. This letter includes representations relating to former President Trump's residency at Mar-a-Lago both before and after its conversion to a Club, which, although of historical significance, are not as legally relevant, in my opinion, as the representations regarding whether or not former President Trump is a *bona fide* employee of the Club. If he is a *bona fide* employee of the Club, absent a specific restriction prohibiting former President Trump from residing at the Club, it appears the Zoning Code permits him to reside at the Club.

I recommend that the Mayor and Town Council hear presentations in regard to this matter from all interested parties including, but not limited to, the neighbors to Mar-a-Lago, their representatives, representatives of former President Trump, the Mar-a-Lago Club and other interested parties. After entertaining all of the relevant presentations, the Town Council should deliberate on this matter and determine what action, if any, should be taken.

I will be happy to answer any questions the Mayor and Town Council have in regard to this matter.

SELLARS, MARION & BACHI, P.A.
ATTORNEYS AND COUNSELORS

DANIEL M. BACHI*
ROBERT L. JOHNSON
DINA M. CONTRI

LAURIE A. PRIMUS
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JOHN B. MARION, IV, OF COUNSEL

January 28, 2021

John (Skip) C. Randolph, Esq.
Jones, Foster, Johnston & Stubbs, P.A.
505 South Flagler Drive
Suite 1100
West Palm Beach
Florida 33401

Re: The Mar-A-Lago Club

Dear Skip:

I represent President Donald J. Trump and The Mar-a-Lago Club.

As we have discussed, an issue has arisen questioning whether President Trump, as the Owner of The Mar-a-Lago Club ("MAL"), has the right to reside there. I am writing to explain why that position has absolutely no merit.

Chronologically, President Trump purchased Mar-a-Lago from the Post Foundation in 1985 and utilized it as his private residence¹. In 1993, the Town of Palm Beach ("Town") approved an application for a special exception (one that was contemplated by the existing zoning code and did not require a variance) to use MAL as a private social club. The 1993 application for this special exception specifically stated:

"...the actual usage of Mar-a-Lago will not change. No new activity will occur which cannot, does not or has not taken place in the past under the existing zoning of this property. The applicant seeks no physical change whatsoever to the property (such as, for instance, the addition or demolition of any improvement)..." (Emphasis supplied)

¹ Donald J. Trump purchased Mar-A-Lago in 1985 from the Post Foundation. By virtue of subsequent internal transfers executed over the past thirty-five years, Mar-A-Lago is currently owned by Mar-A-Lago Club, LLC. This entity is ultimately owned entirely by The Donald J. Trump Revocable Trust dated April 7, 2014, a trust of which Mr. Trump is the beneficiary and sole trustee.

After much discussion, debate and negotiations, the special exception was granted and a Declaration of Use Agreement ("Agreement") was mutually drafted and ultimately executed by the Town, The Mar-a-Lago Club, Inc. and President Trump as Owner of MAL. Under the terms of the Agreement, the Town required the Owner to remain ultimately responsible for the property and all related taxes and expenses.

Importantly, while the Town could have specifically provided in the Agreement that the Owner could not reside on the property, it did not. The Town did specifically limit the use of the guest suites on the property ("The use of guest suites shall be limited to a maximum of three (3) non-consecutive seven (7) day periods by any one member during the year"), but President Trump does not use a guest suite when at MAL, he uses the "Owner's Suite", which is not a guest suite. It was never intended that conversion of MAL to a private club would change the nature of or the Owner's right to use the Owner's Suite.

Also important is the fact that the Agreement states:

"The use of the Land shall be for a private social club in compliance with all of the information and exhibits included in the application not inconsistent with the terms set forth herein, and subject to such uses not inconsistent with the terms set forth herein, set forth in the Application for Special Exception No. 11-93 and The Mar-a-Lago Club: A Special Exception Use and Preservation Plan, as amended (hereinafter referred to as the "Plan") as submitted to the Town." (Emphasis supplied)

And the Application and Plan specifically refer to and describe in detail the very Owner's Suite we are discussing ("Owner's Suite: Accessible from the south end of the cloister...the Owner's Suite consists of Pine Hall (an antechamber), a vestibule (Louis XV Hall), the owner's bedroom, toilet, bath and drawing room, and the Norwegian Room and bath"). It has always been the case, before and after the execution of the Agreement in 1993, that President Trump has resided in the Owner's Suite when at MAL, a use which has been far in excess of three visits per year and has never been challenged. Referring again to the specific language of the Application, it states:

"In its conversion from a so-called Large Residential Estate to a private social club, the actual usage of Mar-a-Lago will not change. No new activity will occur which cannot, does not or has not taken place in the past under the existing zoning of this property." (Emphasis supplied)

President Trump as well as Marjorie Merriweather Post resided at Mar-a-Lago prior to its use as a private social club, and his act of residing there ever since is clearly a use completely consistent with the use of the property in the past as set forth in the Application and adopted in the Agreement.

The Agreement is the entire agreement of the parties, and it specifically says so:

"This Agreement represents the entire agreement between the parties as to its subject

matter and it may not be amended except by written agreement executed by both parties.”

As you know, this means that nothing that may have been said by or on behalf of any of the parties to the Agreement before it was entered into is relevant. The parties negotiated the terms of the Agreement over numerous months and after much open debate and discussion. Under the law, the only language relevant to the Agreement is the specific language of the Agreement itself, and the documents to which it makes specific reference. And the Agreement itself, through its reference to the Application and Plan, not only refers to the Owner’s Suite, but describes it in great detail, and states that the actual usage of the property will not change.

Finally, the Town’s Zoning Code specifically allows President Trump to reside at MAL. The relevant provisions are contained within Sec. 134-2. - Definitions and rules of construction:

“...(b) Definitions. The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

...**Club, private** means buildings and/or facilities, not open to the general public, owned and operated by a corporation or association of persons for social or recreational purposes for members and their bona fide guests and which may render, as an accessory use, services that are customarily carried on as a business. **Within residential zoning districts, a private club may provide living quarters for its bona fide employees only.**

...**Employee** means any person generally working on site for the establishment and includes sole proprietors, partners, limited partners, corporate officers and the like.” (Emphasis supplied)

President Trump is the President of Mar-A-Lago Club, LLC (the legal owner of MAL), and as a corporate officer oversees the property. He is therefore a bona fide employee within the express terms of the Town’s Zoning Code. As such, separate and apart from all of the other reasons outlined above, under the Town’s own Zoning Code he is clearly entitled to reside there.

Sincerely,

SELLARS, MARION & BACHI, P.A.

John B. Marion, IV

JBM/bb

TOWN OF PALM BEACH

Town Council Meeting on: February 9, 2021

Section of Agenda

Ordinances - Second Reading

Agenda Title

ORDINANCE NO. 02-2021 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending Chapter 74 Of The Town Code Of Ordinances At Article I, Section 74-1 To Delete Subsection (b) Thereof Relating To Alternate Members, Thereby Deleting The Requirement For Alternate Members And Providing For A Seven Member Board As Defined In Subparagraph (a) Of Section 74-1; Further Amending New Subsection (f) To Delete Any Reference To Alternate Members; Providing For Severability; Providing For Repeal Of Any Ordinances In Conflict Herewith; Providing For Codification; Providing for an Effective Date.

Presenter

Jay Boodheshwar, Deputy Town Manager

ATTACHMENTS:

- ▣ **Ordinance No. 02-2021**

ORDINANCE NO. 02-2021

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA AMENDING CHAPTER 74 OF THE TOWN CODE OF ORDINANCES AT ARTICLE I, SECTION 74-1 TO DELETE SUBSECTION (b) THEREOF RELATING TO ALTERNATE MEMBERS, THEREBY DELETING THE REQUIREMENT FOR ALTERNATE MEMBERS AND PROVIDING FOR A SEVEN MEMBER BOARD AS DEFINED IN SUBPARAGRAPH (a) OF SECTION 74-1; FURTHER AMENDING NEW SUBSECTION (f) TO DELETE ANY REFERENCE TO ALTERNATE MEMBERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ANY ORDINANCES IN CONFLICT HERewith; PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE DATE.

Be it ordained by the Town Council of the Town of Palm Beach, Palm Beach as follows:

Section 1. Chapter 74 of the Town Code of Ordinances titled Parks and Recreation is hereby amended at Section 74-1 to delete subsection (b) relating to alternate members in its entirety and further amending subsection (f) to delete the last sentence of said paragraph relating to alternate members, and relettering subparagraphs (a) through (h) accordingly as set forth below.

- (a) *Generally.* A board of the town to be known as the recreation advisory commission is hereby created; such commission to be composed of seven members to be appointed by the town council. Two of such commission members shall hold office from the date of their appointment for a period of one year; two of such commission members shall hold office from the date of their appointment for two years; and three of such commission members shall hold office from the date of their appointment for a period of three years. Thereafter, members of the recreation advisory commission shall hold office for three year terms. Members of the commission shall possess a knowledge or interest in town recreation programs and facilities. Preference shall be given to candidates who are enrolled or have their children enrolled in a recreation department program or are a regular participant or volunteer at a town recreation department facility. If a vacancy shall occur otherwise than by the expiration of a term, it shall be filled by the town council for the unexpired term

~~(b) *Alternate members.* The town council shall appoint three alternate members who shall serve when called upon by the chairman in absence of any regular member. Preference shall be given to candidates who are enrolled or have their children enrolled in a recreation department program or are a regular participant or volunteer at a town recreation department facility. Alternate members are required to attend all meetings of the commission and are subject to the same attendance requirements as regular members with the same provisions relating to excused absences being applicable. Alternate members shall not vote on any matter unless they are sitting to fill the position of a regular member of the commission in the event of absence or in the event of a conflict of interest; however, alternate members may participate in the discussion of matters coming before the commission whether they are sitting as voting members or not.~~

(b) *Registered voter requirement.* Each member of the recreation advisory commission is required to be a registered voter in the town.

(c) *Removal provisions.* All members of the recreation advisory commission, ~~including alternates~~, serve at the pleasure of the town council and may be removed from the commission with or without cause. Members of the commission shall be automatically removed for lack of attendance, which is defined as a failure to attend three regularly scheduled meetings in any one calendar year. Excused absences due to illness, a death in the family, religious holidays and requirements of legal process shall not constitute lack of attendance. In order for an absence to be excused, the member must notify the director of recreation by letter no later than noon on the Friday prior to a regularly scheduled meeting, unless the absence is an emergency. Failure to notify the director of recreation via letter will cause the absence to be unexcused. Excused absences shall be entered into the minutes of the next regularly scheduled meeting of the commission after the absence. A member may petition the town council, in the event of extenuating circumstances, to excuse an absence otherwise not automatically excused pursuant to the provisions of this Code.

(d) *Conflicts of interest.* In the event of excessive conflicts of interest during any one calendar year, such commission member shall be automatically removed from the commission by the town council or, in the event of excessive conflicts of interest during any one term, a commission member may not be reappointed to a successive term. Excessive conflicts of interest are defined as three or more conflicts of interest in any one calendar year. Continuing conflicts of interest on a single application, once declared, shall not

be counted as additional conflicts of interest. This rule shall apply from the date of adoption to the end of the 2009 calendar year and shall be applicable, thereafter, on a calendar year basis.

(e) *Consecutive terms.* No member of the recreation advisory commission may serve more than two consecutive three-year terms. This section shall not preclude any person from being appointed to a successive term, subsequent to the serving of two consecutive three-year terms, provided said person has ceased to be a member of said commission for a period of time not less than nine months. Further, in the event a member has been appointed to fill a vacant term of office, which term is for a period of time less than 50 percent of a full two-year term, that person shall not be precluded from then serving two successive three-year terms. ~~Additionally, although an alternate member may not serve more than two three-year terms as an alternate, said alternate member may be appointed to serve as a regular member of the commission, and in the event of such appointment, shall be entitled to serve two full three-year terms thereof.~~

(f) *Officers, rules of procedure.* The recreation advisory commission shall elect a chairman and a vice chairman and may adopt procedures for the conduct of its meetings.

Four voting members of the board shall constitute a quorum, however, the affirmative or negative vote of a majority of the entire membership of the board shall be necessary for it to take action.

(g) *Advisory capacity.* The recreation advisory commission shall act in an advisory capacity and shall make recommendations to the town council on matters relating to town recreation programs and facilities.

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 ordinances or parts of Ordinances in conflict with 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 thirty-one days after its adoption, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 12th day of January, 2021, second reading and final adoption on this 9th day of February, 2021.

Gail L. Coniglio, Mayor

Margaret A. Zeidman, Town Council President

Bobbie Lindsay, Council President Pro Tem

Julie Araskog, Town Council Member

ATTEST:

Lewis S.W. Crampton, Town Council Member

Queenester Nieves, CMC, Town Clerk

Danielle H. Moore, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: February 9, 2021

Section of Agenda

Ordinances - Second Reading

Agenda Title

ORDINANCE NO. 03-2021 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending Chapter 74 Of The Town Code Of Ordinances Titled Administration At Article X, Shore Protection Board At Section 2-636, Deleting In Its Entirety Subsection (b) Thereof Relating To Alternate Members So As To Delete The Requirement For Alternate Members, Requiring Only A Seven Member Board As Provided In Subsection (a); Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

Presenter

Jay Boodheshwar, Deputy Town Manager

ATTACHMENTS:

- ▣ **Ordinance No. 03-2021**

ORDINANCE NO. 03-2021

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA AMENDING CHAPTER 74 OF THE TOWN CODE OF ORDINANCES TITLED ADMINISTRATION AT ARTICLE X, SHORE PROTECTION BOARD AT SECTION 2-636, DELETING IN ITS ENTIRETY SUBSECTION (b) THEREOF RELATING TO ALTERNATE MEMBERS SO AS TO DELETE THE REQUIREMENT FOR ALTERNATE MEMBERS, REQUIRING ONLY A SEVEN MEMBER BOARD AS PROVIDED IN SUBSECTION (a); 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. Chapter 2 of the Town Code of Ordinances titled Administration is hereby amended at Article X, Shore Protection Board, at Section 2-636 deleting subsection (b) thereof relating to alternate members and relettering said sections as set forth below.

Sec. 2-636. Shore protection board created; appointments; terms; qualifications; advisory function; requirements; officers; procedure.

(a) *Generally.* A board of the town to be known as the "Shore Protection Board" is hereby created; such board to be composed of seven members to be appointed by the town council. Two of such board members shall hold office from the date of their appointment for a period of one year, two of such board members shall hold office from the date of their appointment for a period of two years and three of such board members shall hold office from the date of their appointment for a period of three years. Thereafter, members of the shore protection board shall hold office for three year terms. Any member who has served two full three year terms shall no longer be eligible for reappointment, however, a member may be reappointed by town council upon the expiration of one full year subsequent to their terms having expired. This provision shall not be applicable to those members subject to reappointment in 2017 who, upon reappointment may serve one additional three year term. Members of the board shall be residents of the town; however, one of the members may be a nonresident of the town provided said member has a special skill as it relates to shore protection. If a vacancy shall occur other than by the expiration of a term, it may be filled by the town council for the unexpired term.

~~(b) *Alternate members.* The town council shall appoint three alternate members who shall serve when called upon by the chairman in absence of any regular member. Preference shall be given to candidates who are enrolled or have their children enrolled in a recreation department program or are a regular participant or volunteer at a town recreation department facility. Alternate members are required to attend all meetings of the commission and are subject to the same attendance requirements as regular members with the same provisions relating to excused absences being applicable. Alternate members shall not vote on any matter unless they are sitting to fill the position of a regular member of the commission in the event of absence or in the event of a conflict of interest; however, alternate members may participate in the discussion of matters coming before the commission whether they are sitting as voting members or not.~~

(b) *Removal provisions.* All members of the shore protection board serve at the pleasure of the town council and may be removed from the board with or without cause. Members of the board shall be automatically removed for lack of attendance. Lack of attendance shall be defined as a failure to attend three regularly scheduled meetings in any one calendar year. Excused religious holidays and requirements of legal process shall not constitute lack of attendance. The member shall notify the town's manager's office in writing of the board member's intended regularly scheduled meeting. Failure to do so, absent an emergency which prevents timely notice, will cause the absence to be unexcused. Excused absences shall be entered into the minutes of the next regularly scheduled meeting of the board after the absence. A member may petition the town council, in the event of extenuating circumstances, to excuse an absence otherwise not automatically excused pursuant to the provisions of this Code.

(c) *Frequency of meetings.* The board shall meet on an irregular schedule, whenever such meeting shall be called either at the discretion of the chairman or at the direction of the town council.

(d) *Officers, rules of procedure.* The shore protection board shall elect a chairman and a vice chairman and may adopt procedures for the conduct of its meetings. Four voting members of the board shall constitute a quorum, however, the affirmative or negative vote of a majority of the entire membership of the board shall be necessary for it to take action.

(e) *Advisory capacity.* The shore protection board shall act in an advisory capacity to the town council and shall make recommendations to the town council on all matters relating to shore

protection in the town including, but not limited to, issues relating to beach nourishment, coastal armoring, the sand transfer plans and matters relating to the town's Lake Worth Lagoon shoreline. In addressing these matters, the scope of the shore protection board's duties shall include long term planning, budgeting, lobbying, public education, and intergovernmental coordination. (Ord. No. 1-08, § 6-10-08; Ord. No. 15-2011, § 4, 9-13-11; Ord. No. 17-2014, § 1, 11-13-16; Ord. No. 06-2017, § 1, 2-14-17).

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 ordinances or parts of Ordinances in conflict with 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 thirty-one days after its adoption, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this _____ day of _____, 2021, second reading and final adoption on this _____ day of _____, 2021.

Gail L. Coniglio, Mayor

Margaret A. Zeidman, Town Council President

Bobbie Lindsay, Council President Pro Tem

Julie Araskog, Town Council Member

Attest:

Danielle H. Moore, Town Council Member

Queenester Nieves, Town Clerk

Lewis S.W. Crampton, Town Council Member

