



TOWN OF PALM BEACH

Town Manager's Office

TOWN COUNCIL MEETING

AGENDA

Meeting To Be Held Electronically

Click here to Participate:
<https://zoom.us/j/91020978298>

JANUARY 12, 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. BOARDS AND COMMISSIONS APPOINTMENTS

- A.** Appointments to the Code Enforcement Board. Page 8
Queenester Nieves, CMC, Town Clerk
- B.** Appointments to the Underground Utilities Task Force. Page 27
Queenester Nieves, CMC, Town Clerk

VI. COMMENTS OF MAYOR GAIL L. CONIGLIO

VII. COMMENTS OF TOWN COUNCIL MEMBERS

VIII. COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE

IX. APPROVAL OF CONSENT AGENDA (SEE NOTE 5)

A. MINUTES

1. Town Council Meeting Minutes Page 36
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. Page 89
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. Page 126
- The Town negotiated with D.B. Ecological for a cost savings of \$107,252 for the potential five year award.
Dean Mealy, Purchasing Manager
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. Page 137
Dean Mealy, Purchasing Manager
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 Page 189

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, Purchasing Manager

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. Page 199

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. Page 260

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. Page 295

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. Page 330
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. Page 335
Wayne Bergman, Director of Planning, Zoning and Building
3. Palm Beach Island Cats 2020 Annual Report. Page 345
Kirk Blouin, Town Manager

X. BOARD/COMMISSION ANNUAL REPORT

- A. Annual Report of the Recreation Advisory Commission (written report Page 348

only).

Nicholas Coniglio, Chair

XI. COMMITTEE REPORTS

- A.** Report of the Business and Administrative Committee Meeting Held on December 11, 2020. Page 353

Lew Crampton, Chair

XII. REGULAR AGENDA

A. Matters Pulled From Consent Agenda: If needed

B. Old Business

1. COVID-19 Update Page 357

Kirk W. Blouin, Town Manager

TIME CERTAIN: 11:00 AM

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

b. Discussion About Town-Wide Curfew

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.

2. Palm Beach Marina Update Page 362

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

TIME CERTAIN: 11:30 AM

a. Proposed Dockage Rates and Business Plan Update
Carolyn Stone, Director of Business Development and Operations

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

c. Proposed Staffing Model for Marina Operations
Carolyn Stone, Director of Business Development and Operations

d. Update on Progress of Project Construction

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

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

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

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

g. Presentation of Conceptual Landscaping Plans Designed by Nievera Williams

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

- | | | |
|----|---|-------------|
| 3. | Town-wide Undergrounding Project | Page
398 |
| | a. Review of Project and Dashboard, Summary of Project Status
<i>Patricia Strayer, P.E., Town Engineer</i> | |
| 4. | Consideration of Town Attorney's Findings, Relative to the Root Trail Beach Access.
<i>John C. Randolph, Town Attorney</i> | Page
448 |

C. New Business

- | | | |
|----|---|-------------|
| 1. | Skees Road Landfill Long Term Lease for an Access Road
<i>H. Paul Brazil, P.E., Director of Public Works</i> | Page
451 |
|----|---|-------------|

XIII. ORDINANCES

A. First Reading

- | | | |
|----|---|-------------|
| 1. | <u>ORDINANCE NO. 02-2021</u> 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 | Page
535 |
|----|---|-------------|

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.

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541

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: January 12, 2021

Section of Agenda

BOARDS AND COMMISSIONS APPOINTMENTS

Agenda Title

Appointments to the Code Enforcement Board.

Presenter

Queenester Nieves, CMC, Town Clerk

ATTACHMENTS:

- ▣ **Memorandum Dated January 6, 2020, from Queenester Nieves, CMC, Town Clerk**
- ▣ **Attendance Record**
- ▣ **Status Sheet**
- ▣ **Sample Ballot**
- ▣ **Application - Martin Klein**
- ▣ **Application - Chris Larmoyeux**
- ▣ **Application - Pamela Saba**

TOWN OF PALM BEACH

Information for Town Council Meeting on January 12, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: Queenester Nieves, CMC, Town Clerk

RE: Code Enforcement Board Appointment of Regular Member

DATE: January 6, 2021

STAFF RECOMMENDATION

Staff recommends that the Town Council review the attached applications and appoint one (1) regular member to the Code Enforcement Board (CEB). This member will be filling the vacancy created by the resignation of Jack Cohen.

GENERAL INFORMATION

The Town Clerk's office has received one (1) application from **ALTERNATE MEMBER SEEKING PROMOTION TO A REGULAR MEMBER POSITION** from the following:

1. Pamela Saba – 2760 S. Ocean Boulevard, #412, Palm Beach, FL.

The Town Clerk's office has received two (2) applications seeking **NEW APPOINTMENT** from the following:

1. Martin Klein – 1060 N. Ocean Boulevard, Palm Beach, FL;
2. Chris Larmoyeux – 217 Tangier Avenue, Palm Beach, FL.

cc: Nicholas Caristo, Police Chief

Code Enforcement Board Attendance Record 2020

Member	1/16	2/20	3/19	4/17	5/21	6/18	7/16	8/20	9/17	10/15	11/19	12/17
Matthew Natale, Chair	<i>(Regular Member as of 4/2015, Alternate 12/2013 - 04/2015)</i>											
	P	P	C	C	C	P	P	P	X	X	P	P
Bram Majtlis	<i>(Regular Member 4/2019 - Alternate Member as of 6/2018)</i>											
	P	P	C	C	C	P	P	P	X	X	P	P
Daniel McDonnell	<i>(Regular Member as of 04/2017, Alternate 11/2016 - 04/2017)</i>											
	P	P	C	C	C	P	P	P	X	X	P	P
Rosemary G. Carpenter	<i>(Regular Member as of 4/2018, Alternate 04/2017 - 04/2018)</i>											
	P	P	C	C	C	V	P	P	X	X	P	P
Linda K. Wartow	<i>(Regular Member as of 04/2018, Alternate 02/2018 - 04/2018)</i>											
	P	P	C	C	C	P	P	P	X	X	P	P
Steven Meltzer	<i>(Regular Member as of 7/2018, Alternate 4/2018 - 7/2018)</i>											
	E	U	C	C	C	P	V	P	X	X	P	P
Cohen, Jack	<i>(Regular Member as of 4/20/20, Alternate Member as of 4/2019 - 4/2020 - Resigned Oct 31.2020)</i>											
	P	P	C	C	C	P	P	PV	X	E	-	-
Pamela Saba	<i>(Alternate Member as of 4/2020)</i>											
	-	-	-	C	C	P	P	P	X	X	P	P

LEGEND: P= Present
 E- Excused
 U= Unexcused Absence
 A= Absence pending classification as excused or unexcused
 X= No meeting date
 - = Not a member at time of meeting
 * = special session, attendance not mandatory
 Q = would have attended, but no meeting due to lack of a quorum
 C= Meeting cancelled due to Town Emergency
 V= Audio/Visual problems from Zoom meeting

CODE ENFORCEMENT BOARD

Next appointment: **January 12, 2021, Town Council meeting**

Openings advertised via news release: **November 19, 2020**

Deadline to submit applications: **Wednesday, December 30, 2020, by 5:00 p.m. (hard copy)**
and Friday, January 1, 2021, by 5:00 p.m. (electronic copy)

Number of openings: **1 regular member**

Applicants

<u>NAME</u>	<u>SEEKING</u>
Chris Larmoyeux	New Appointment
Martin Klein	New Appointment
Pamela Saba	Promotion from alternate to regular member

Current members and open seats

<u>NAME</u>	<u>TERM EXPIRES</u>
<u>Regular Members</u>	
Matthew Natale, Chair	April 1, 2021
Bram Majtlis, Vice Chair	April 1, 2022
Daniel McDonnell	April 1, 2023
Rosemary Carpenter	April 1, 2021
Linda K. Wartow	April 1, 2021
Steven Meltzer	April 1, 2022
<i>Vacant</i>	
<u>Alternate Members</u>	
Pamela Saba	April 1, 2022

Highlighted in yellow=term currently expiring/vacant

*=Applied for reappointment

**=Applied for appointment from alternate member to regular member

***=Termed out

**BALLOT FOR APPOINTMENT OF REGULAR MEMBER
TO THE **CODE ENFORCEMENT BOARD**
Town Council Meeting on **January 12, 2021****

Positions to be filled:

 1 Regular Member

Please circle 1 from the list of names appearing below

Alternate Member Applying for Promotion to Regular Member
(Listed alphabetically)

Pamela Saba

Others Who Have Submitted Applications
(Listed alphabetically)

Chris Larmoyeux

Martin Klein

Signature of Town Council Member: _____
Town Council Member



TOWN OF PALM BEACH

APPLICATION FOR SERVICE ON

CODE ENFORCEMENT BOARD

Please complete this application by typing or printing legibly in ink. Applications should be submitted to the Town Clerk (360 South County Road, Palm Beach, FL 33480, via facsimile 561-838-5417, or via e-mail addressed to townclerk@townofpalmbeach.com) no later than 5 p.m., 11 calendar days prior to the Town Council meeting in which the appointment will be considered. Completion of this application requires the applicant to review certain Town documents as noted in this application. To review or obtain a copy of the documents please contact the Town Clerk's Office (561-838-5416). Please feel free to attach any additional background information to this application form. (Please be advised that members of the Code Enforcement Board must file an annual financial disclosure form per State law.)

Name: MARTIN I. Klein

Residence Address: 1060 North Ocean Blvd Palm Beach, Florida 33480

Mailing Address: 1060 North Ocean Blvd.

Home Telephone: 561 881 8000

E-mail Address: Martin.Klein@gmail.com

Work Telephone: 561 881 8000

I am a resident of the Town of Palm Beach MIK (please initial)

Please attach proof of Town of Palm Beach residency. Failure to attach proof of residency shall be grounds to reject your application. Proof of residency shall be either a copy of your Florida Driver's License matching the address of your residence as shown on this application, a copy of a utility bill in your name at the residence address shown on this application, or by providing an original, fully executed and notarized Declaration of Domicile with this application.

1. Why are you interested in serving on the Code Enforcement Board? (Please explain and attach additional pages if necessary)

Code enforcement and planning & zoning are related. I previously served on the board simultaneously with serve on P&Z until that was disallowed. I believe I can make a meaningful contribution to the Board.

2. How many meetings of the Code Enforcement Board have you attended in the last year? 1

3. If you have served on any boards/commissions/committees in the Town of Palm Beach or elsewhere, please list them and include details such as length of service, attendance record, etc.

Planning & Zoning - 20+ years

Code Enforcement 3+ yrs

PB County Land Board 12+ years

4. Please indicate if there are any periods of time for which you will be unavailable for meetings.

None

5. Do you have any personal experience with the Code Enforcement Board in the Town of Palm Beach or other jurisdictions? (Please explain and attach additional pages if necessary)

Yes. Prior service on the Board see Attached

6. Are you a member of any of the following organizations? (Check all that apply)

- | | |
|---|--|
| ☐ Palm Beach Chamber of Commerce | ☐ Preservation Foundation of Palm Beach |
| ☒ Palm Beach Civic Association | ☐ North End Property Owners Association |
| ☐ Neighborhood Alliance of Palm Beach | ☐ Other _____ |
| ☒ Citizens' Association of Palm Beach | |

7. Present occupation. Attorney No. of years. 45 yrs.

Employer. Self

8. Past occupation(s). _____ No. of years. _____

Employer(s). _____

9. Do you have a degree in, or have you taken courses in, any of the following fields of study: (Check as many as are applicable)

- | | |
|--|---|
| ☐ Architecture | ☐ Building Construction |
| ☐ Landscape Architecture/Design | ☒ Municipal Planning |
| ☒ Law | ☐ Law Enforcement/Code Enforcement |

10. Please provide details regarding your educational background:

Lewis University BA 1969
American University Law School JD 1972

11. Why do you feel that you are qualified to serve on the Town's Code Enforcement Board? (Attach additional page if necessary)

see Attached

12. To enable Town Council to consider potential conflicts of interest, please provide the following information regarding family members who live and/or work in the Town of Palm Beach, including your spouse, parents, siblings or children.

Family Member Name	Relationship	Address	Occupation	Employer
Diane	Spouse	Same	Fashion Consultant - Self	
Michelle	Daughter	Same	Sr. Buyer Saks off 5 th	

13. Have you ever been convicted of a crime or pled guilty or nolo contendere to a crime other than minor traffic violations? no

14. If you are currently serving on a Town board, commission, or committee, please identify it in the space below and check the box that indicates you will resign from that position if you are appointed to the position you are seeking in this application.
☐ I will resign from the _____ if I am appointed to the position I am seeking in this application.
board/commission/committee

15. In the event you are applying to be a Regular Member of the Code Enforcement Board and you are not successful, will you accept appointment as an Alternate Member of the Board should the Town Council wish to appoint you as an Alternate Member?
☐ Yes ☒ No

The following information is needed to facilitate Town reporting requirements in Florida Statute 760.80. Please check one in each category.

RACE

- ☐ African American ☐ Native American
☐ Asian American ☒ Caucasian
☐ Hispanic American ☐ Not known

GENDER

- ☒ Male ☐ Female

PHYSICALLY DISABLED

- ☐ Yes ☒ No

I hereby certify that I have read the sections of the Town Code of Ordinances for the particular board/commission/committee that I have selected above and have noted the description of the board/commission/committee and its members' duties, and further I have read the regulations concerning absences and conflicts of interests. I certify the information given by me is true and complete to the best of my knowledge and belief. I understand that any falsification of material facts will be grounds for rejection of this application or dismissal after appointment.

SIGNATURE: _____

DATE: _____

12-16-2020

Please attach proof of Town of Palm Beach residency (as listed on page 1) with this application.

Please note that Board/Commission applications will expire on December 15 of each year.

CODE ENFORCEMENT BOARD

Hears cases involving violations of the Town Code and ordinances and imposes administrative fines and other noncriminal penalties where a pending or repeated violation exists. Members must be residents and are appointed by Town Council on the basis of experience or interest in the fields of zoning and building control. The Board includes, whenever possible, an architect, business person, engineer, general contractor, realtor, subcontractor, general member, or person with experience in the field of public health. In addition, the Town Council may appoint two alternate members for the purpose of serving in the absence of any of the board members. Members (and alternate members) shall be appointed for terms of three years. A member of the code enforcement board shall not be appointed for more than two consecutive three-year terms, but shall be eligible for reappointment upon the lapse of nine months after the expiration of the member's second consecutive three-year term.

Addendum to 16 December 2020 Application for
Appointment as a Regular Member on the Town of Palm
Beach's Code Enforcement Board
Submitted by Martin I. Klein

Question No. 1: Why are you interested in serving on the Code Enforcement Board?

Answer: I am interested in working with the Town Council and others to preserve the quality of our life in Palm Beach. For a good portion of my life I was privileged to be involved in planning for the next generation of residents. I resolved to defend and preserve our "oasis" for my child, and for her children. Similarly I was fortunate to serve on the Code Board for a time which gave me insight into enforcement of our codes and how we achieve compliance.

Palm Beach is at a critical juncture. Many of our residents are concerned with what they perceive as over-development, yet that concern is juxtaposed with the desire of a property owner to utilize his or her own property. How we solve that dilemma will shape our Town for generations to come.

Code Enforcement is at the core and background of our Town; without it, our Town as we know it will disappear.

Our residents want and need a strong, competent code enforcement board with members who are knowledgeable in the intricacies of all our codes, in Town affairs, cognizant of Town history, and who possess significant experience. I believe I meet that requirement and I look forward to continuing to serve our Town.

Question No. 3: If you have served on any boards/commissions/committees in the Town of Palm Beach or elsewhere, please list them and include details such as length of service, attendance record, etc.

Answer: I have served almost two decades on the Town of Palm Beach's Planning and Zoning Commission.

I served on the Town of Palm Beach's Code Enforcement Board for over two years until I resigned to accept appointment to the Planning and Zoning Commission. I particularly enjoyed my service on the Code Board. My fellow commissioners were a delight to work with; I am proud to call them my friends; the Town staff, particularly the Code Enforcement staff, originally with the Building Department and then with the Police Department, were a source of great personal and

professional satisfaction, and finally serving on the Board gave me insight into enforcing some of the issues facing the Planning and Zoning Commission.

Question No. 5. Do you have any personal experience with the Code Enforcement Board in the Town of Palm Beach or other jurisdictions?

Answer: Yes. I served on the Board for almost three years at a time when I was also simultaneously serving on Planning and Zoning. Ultimately dual service was disallowed and I chose to remain with Planning and Zoning. Nevertheless, I enjoyed my service on the Board, learned its functions, and developed a collegiality with its former members and the Town Staff (both in PZB and the Police Dept.) that I hope will serve me well if I am fortunate to rejoin the Board.

Question No. 12. Why do you feel that you are qualified to serve on the Town's Planning and Zoning Commission?

Answer: I believe that my answers above more than completely describe why I am qualified to serve on the Town's Code Enforcement Board. I have a lifetime of training and experience in the law. I more than eighteen years of service on the Planning and Zoning Commission. I am familiar with our zoning code. I also served previously on the Board both when it was administered as part of the PZB Department and then by the Police Department. I am familiar with its workings and deliberations and think I can step in right away and make a meaningful contribution without a significant learning curve.

Additionally having spent so many years in Palm Beach, I believe I understand its history, its ever changing demographics, and the needs of our residents. Finally I have no business interests in Town, which could either influence my judgment or cause me to have a conflict, which would require me to recuse myself.

MARTIN I. KLEIN, P.C.

ATTORNEY AT LAW

1060 NORTH OCEAN BOULEVARD

PALM BEACH, FLORIDA 33480

2 March 2008

TELEPHONE (407) 881-8000

FAX (407) 881-8080

Via Electronic and Regular Mail

Mr. Timothy Hoffman

Chairman-Code Enforcement Board

Town of Palm Beach

375 South County Road

Palm Beach, Florida 33480

Dear Timothy,

It is with a heavy heart that I tender my resignation as a member of the Town's Code Enforcement Board in order to accept an appointment to the Planning and Zoning Commission.

As you know, serving on the Board has been a highlight of my life and I was hoping to remain with you for a long time. Applicable law permitted dual service and there was ample precedent as well. "Sharing" is a laudable goal but competent service for our Town is what's needed. We certainly don't have enough qualified volunteers.

I have great respect for the work of the Board. The Board "adopted" me and made me one of your own, for which I am eternally grateful. You as our Chairman are the model of integrity, compassion and courtesy and I've learned a lot from sitting with you. I've enjoyed making the acquaintance of Dick Raffo, our esteemed Vice Chairman and all of the members. Harris Fried who sits next to me is a special person and I am grateful for his wisdom and friendship. Catherine Duemler, Larry Ochstein, Joel Koeppel, Cynthia Van Burin and Madelyn Greenberg have a special place in my heart. I will miss our collegiality.

I've always enjoyed working with the Town staff but I've developed a special respect, and affection for the code enforcement staff, particularly Captain Blouin, Sgt. Hess, Rob Walton, Nick Geary and Bryant Weimer, and the clerical staff who keeps everything running smoothly. I consider all of them dear personal friends.

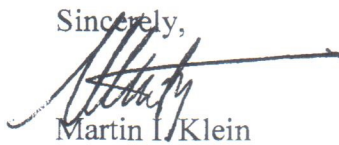
This has been a difficult decision for me because of my deep respect for the work of the Board and my affection for everyone associated with it. However, I believe that our planning and zoning process is in need of special attention and that I can make a meaningful contribution to it.

MARTIN I. KLEIN, P.C.

Mr. Timothy Hoffman
2 March 2008
Page 2

I hope that one day the Town will change its policy and permit dual service and if so, that I can return to this Board which I love. Until then, I wish you and everyone associated with Code Enforcement, continued health, success, happiness, peace, and most of all, the time to enjoy it.

Sincerely,

A handwritten signature in black ink, appearing to read 'Martin I. Klein', with a long horizontal stroke extending to the right.

Hon. Richard Kleid, Town Council President
And Members of the Town Council
Mr. Peter B. Elwell, Town Manager

Ms. Mildred R. Jaye
2840 South Ocean Blvd.
Palm Beach, Fla. 33480

6 Sept 2008

Dear Ms. Jaye:

Martin Klein forwarded me a copy of your letter stressing your concerns about the responsibility of an owner when renovation occurs in a condominium environment.

It is important to note that Ms. Greenberg writes her column under her own byline and is responsible for its content. However, by that information appearing in the Condo News, it enabled more citizens to become aware (as you obviously have) of their responsibilities during any construction project and additionally, that the town's priority of code enforcement should be taken very seriously.

Every licensed contractor knows when a permit is required. Although it is common practice for the contractor doing an installation or renovation to take out a permit for any work that will occur, it is taken out on behalf of the owner and the cost of a permit is included in his fee. In no case should any modification take place in a residence or condominium without a permit! In the case of any "common area" renovation, the Board would be the ultimate responsible party. That being said - the property manager certainly should not permit any construction within the complex without verifying that the proper permits have been obtained and that all necessary inspections take place.

Your concerns are well founded and the appropriate solution is for all concerned to make sure that a licensed contractor is employed to do any construction work, and that all permits required are obtained by that contractor. If there is any question as to whether a permit has been obtained, a simple call to the building department will verify the fact.

Your concerns are certainly valid so be assured I take them seriously. I hope that the above information clarifies any misunderstanding that might have occurred.

You stated very succulently that we do miss Martin Klein's wisdom and guidance. It was our loss that he is unable to maintain his membership on our Board. He certainly was a respected colleague and I hope someday he has the opportunity to return.

Sincerely;

Timothy Hoffman, Chairman,
Code Enforcement Board

C: Mr. Martin Klein
Ms. Madelyn Greenberg

MARTY - YOU ARE
MISSED BY THE
ENTIRE BOARD -
HOPE ALL IS WELL.
TH



TOWN OF PALM BEACH
APPLICATION FOR SERVICE ON
CODE ENFORCEMENT BOARD

RECEIVED

DEC 30 2020

QW
3:10 PM

TOWN CLERK

Please complete this application by typing or printing legibly in ink. Applications should be submitted to the Town Clerk (360 South County Road, Palm Beach, FL 33480, via facsimile 561-838-5417, or via e-mail addressed to townclerk@townofpalmbeach.com) no later than 5 p.m., 11 calendar days prior to the Town Council meeting in which the appointment will be considered. Completion of this application requires the applicant to review certain Town documents as noted in this application. To review or obtain a copy of the documents please contact the Town Clerk's Office (561-838-5416). Please feel free to attach any additional background information to this application form. (Please be advised that members of the Code Enforcement Board must file an annual financial disclosure form per State law.)

Name: Chris Larmoyeux

Residence Address: 217 Tangier Ave. Palm Beach, Florida 33480

Mailing Address: 217 Tangier Ave, Palm Beach Florida

Home Telephone: 561-685-4206

E-mail Address: cml@lb-law.com

Work Telephone: 561-832-9400

I am a resident of the Town of Palm Beach CML (please initial) QW

Please attach proof of Town of Palm Beach residency. Failure to attach proof of residency shall be grounds to reject your application. Proof of residency shall be either a copy of your Florida Driver's License matching the address of your residence as shown on this application, a copy of a utility bill in your name at the residence address shown on this application, or by providing an original, fully executed and notarized Declaration of Domicile with this application.

1. Why are you interested in serving on the Code Enforcement Board? (Please explain and attach additional pages if necessary)
I have been a homeowner and resident of Palm Beach since 1987. As an attorney I believe that the fair and

equitable enforcement of our Municipal Codes is essential to maintaining the quality of life we enjoy.

2. How many meetings of the Code Enforcement Board have you attended in the last year? None

3. If you have served on any boards/commissions/committees in the Town of Palm Beach or elsewhere, please list them and include details such as length of service, attendance record, etc.

Palm Beach County Cultural Council - Chairman approx. 6 years

State of Florida Arts Council 4 years ; Rosarian Academy Board approx 4 years

4. Please indicate if there are any periods of time for which you will be unavailable for meetings.

None

5. Do you have any personal experience with the Code Enforcement Board in the Town of Palm Beach or other jurisdictions? (Please explain and attach additional pages if necessary)

No

6. Are you a member of any of the following organizations? (Check all that apply)

- | | |
|--|--|
| ☐ Palm Beach Chamber of Commerce | ☐ Preservation Foundation of Palm Beach |
| ☒ Palm Beach Civic Association | ☐ North End Property Owners Association |
| ☐ Neighborhood Alliance of Palm Beach | ☐ Other _____ |
| ☐ Citizens' Association of Palm Beach | |

7. Present occupation. Attorney No. of years. 40

Employer. Larmoyeux & Bone Trial Lawyers PL

8. Past occupation(s). None No. of years. _____

Employer(s). _____

9. Do you have a degree in, or have you taken courses in, any of the following fields of study: (Check as many as are applicable)

- | | |
|--|---|
| ☐ Architecture | ☐ Building Construction |
| ☐ Landscape Architecture/Design | ☐ Municipal Planning |
| ☒ Law | ☐ Law Enforcement/Code Enforcement |

10. Please provide details regarding your educational background:

BA University of Florida, JD University of Notre Dame

11. Why do you feel that you are qualified to serve on the Town's Code Enforcement Board? (Attach additional page if necessary)

As trial attorney I am well familiar with interpreting and enforcing the law. This unique perspective allows me to balance the often competing interests

between strict enforcement and consideration of hardships and other competing mitigation concerns.

12. To enable Town Council to consider potential conflicts of interest, please provide the following information regarding family members who live and/or work in the Town of Palm Beach, including your spouse, parents, siblings or children.

Family Member Name	Relationship	Address	Occupation	Employer
Leigh Larmoyeux	wife	217 Tangier Ave	N/A	

13. Have you ever been convicted of a crime or pled guilty or nolo contendere to a crime other than minor traffic violations? No

14. If you are currently serving on a Town board, commission, or committee, please identify it in the space below and check the box that indicates you will resign from that position if you are appointed to the position you are seeking in this application.

☐ I will resign from the _____ if I am appointed to the position I am seeking in this application.

board/commission/committee

15. In the event you are applying to be a Regular Member of the Code Enforcement Board and you are not successful, will you accept appointment as an Alternate Member of the Board should the Town Council wish to appoint you as an Alternate Member?

☐ Yes ☒ No

The following information is needed to facilitate Town reporting requirements in Florida Statute 760.80. Please check one in each category.

RACE

- ☐ African American ☐ Native American
- ☐ Asian American ☒ Caucasian
- ☐ Hispanic American ☐ Not known

GENDER

☒ Male ☐ Female

PHYSICALLY DISABLED

☐ Yes ☒ No

I hereby certify that I have read the sections of the Town Code of Ordinances for the particular board/commission/committee that I have selected above and have noted the description of the board/commission/committee and its members' duties, and further I have read the regulations concerning absences and conflicts of interests. I certify the information given by me is true and complete to the best of my knowledge and belief. I understand that any falsification of material facts will be grounds for rejection of this application or dismissal after appointment.

SIGNATURE: _____

DATE: 12/29/20

Please attach proof of Town of Palm Beach residency (as listed on page 1) with this application.

Please note that Board/Commission applications will expire on December 15 of each year.

CODE ENFORCEMENT BOARD

Hears cases involving violations of the Town Code and ordinances and imposes administrative fines and other noncriminal penalties where a pending or repeated violation exists. Members must be residents and are appointed by Town Council on the basis of experience or interest in the fields of zoning and building control. The Board includes, whenever possible, an architect, business person, engineer, general contractor, realtor, subcontractor, general member, or person with experience in the field of public health. In addition, the Town Council may appoint two alternate members for the purpose of serving in the absence of any of the board members. Members (and alternate members) shall be appointed for terms of three years. A member of the code enforcement board shall not be appointed for more than two consecutive three-year terms, but shall be eligible for reappointment upon the lapse of nine months after the expiration of the member's second consecutive three-year term.



TOWN OF PALM BEACH

APPLICATION FOR SERVICE ON

CODE ENFORCEMENT BOARD

Please complete this application by typing or printing legibly in ink. Applications should be submitted to the Town Clerk (360 South County Road, Palm Beach, FL 33480, via facsimile 561-838-5417, or via e-mail addressed to townclerk@townofpalmbeach.com) no later than 5 p.m., 11 calendar days prior to the Town Council meeting in which the appointment will be considered. Completion of this application requires the applicant to review certain Town documents as noted in this application. To review or obtain a copy of the documents please contact the Town Clerk's Office (561-838-5416). Please feel free to attach any additional background information to this application form. (Please be advised that members of the Code Enforcement Board must file an annual financial disclosure form per State law.)

Name: PAMELA SABA

Residence Address: 2760 So OCEAN BLVD
#412

Mailing Address: _____

Home Telephone: 561-385-3051

E-mail Address: ADSABAENTERPRISE@AOL.COM Work Telephone: _____

I am a resident of the Town of Palm Beach PAS (please initial)

Please attach proof of Town of Palm Beach residency. Failure to attach proof of residency shall be grounds to reject your application. Proof of residency shall be either a copy of your Florida Driver's License matching the address of your residence as shown on this application, a copy of a utility bill in your name at the residence address shown on this application, or by providing an original, fully executed and notarized Declaration of Domicile with this application.

1. Why are you interested in serving on the Code Enforcement Board? (Please explain and attach additional pages if necessary)

I am interested because I care deeply about the beauty and elegance of Palm Beach.

2. How many meetings of the Code Enforcement Board have you attended in the last year? 6 which is all of them since I've been involved

3. If you have served on any boards/commissions/committees in the Town of Palm Beach or elsewhere, please list them and include details such as length of service, attendance record, etc. Volunteer at PBPD - almost 2 years
Board member of Regency P.B. (my residence)
FOR 16 YEARS

4. Please indicate if there are any periods of time for which you will be unavailable for meetings.

I am available year round

5. Do you have any personal experience with the Code Enforcement Board in the Town of Palm Beach or other jurisdictions? (Please explain and attach additional pages if necessary)

Filtering phone calls for Carla during my VIP hours. I have read our CODES many times for many different reasons.

6. Are you a member of any of the following organizations? (Check all that apply)

- ☐ Palm Beach Chamber of Commerce
☒ Palm Beach Civic Association
☐ Neighborhood Alliance of Palm Beach
☐ Citizens' Association of Palm Beach

- ☐ Preservation Foundation of Palm Beach
☐ North End Property Owners Association
☒ Other P.B. FELLOWSHIP OF
CHRISTIANS AND JEWS

X PALM BEACH CULTURAL COUNCIL

7. Present occupation. RETIRED

No. of years. 1

Employer. _____

8. Past occupation(s). REAL ESTATE & CONSTRUCTION No. of years. 50 YR

Employer(s). SELF EMPLOYED

BUSINESS OWNER ALSO SELF EMPLOYED AND

9. Do you have a degree in, or have you taken courses in, any of the following fields of study: (Check as many as are applicable) MANY COURSES - NO DEGREES

- ☒ Architecture ☒ Building Construction
☒ Landscape Architecture/Design ☐ Municipal Planning
☐ Law ☒ Law Enforcement/Code Enforcement

10. Please provide details regarding your educational background:

1963 GRADUATED HIGH SCHOOL - TOLEDO, OHIO 1964 STARTED BUSINESS
COLLEGE, MOVED TO FLORIDA IN 1970, REAL ESTATE
SCHOOL THEN BECAME A BROKER 1978

11. Why do you feel that you are qualified to serve on the Town's Code Enforcement Board? (Attach additional page if necessary)

I HAVE ALWAYS HAD AN INTEREST IN TOWN
AFFAIRS, BOTH THE LAWS AND ENFORCEMENT OF
CODES

12. To enable Town Council to consider potential conflicts of interest, please provide the following information regarding family members who live and/or work in the Town of Palm Beach, including your spouse, parents, siblings or children.

Family Member Name	Relationship	Address	Occupation	Employer
<u>KIMBERLY</u> <u>JOHNSTON</u>	<u>DAUGHTER</u>	<u>2720 SO. OCEAN</u>	<u>REAL ESTATE</u>	<u>SABA REALTY</u>
<u>ANTHONY</u> <u>SABA</u>	<u>SON</u>	<u>404 N. COUNTRY</u> <u>CLUB DR</u> <u>ATLANTIS</u>	<u>REAL EST</u> <u>AND</u> <u>CONSTRUCTION</u>	<u>SELF</u> <u>A. D. SABA</u> <u>ENTERPRISES</u>

13. Have you ever been convicted of a crime or pled guilty or nolo contendere to a crime other than minor traffic violations? NO

14. If you are currently serving on a Town board, commission, or committee, please identify it in the space below and check the box that indicates you will resign from that position if you are appointed to the position you are seeking in this application.
☐ I will resign from the _____ if I am appointed to the position I am seeking in this application.
board/commission/committee

15. In the event you are applying to be a Regular Member of the Code Enforcement Board and you are not successful, will you accept appointment as an Alternate Member of the Board should the Town Council wish to appoint you as an Alternate Member?
☒ Yes ☐ No

The following information is needed to facilitate Town reporting requirements in Florida Statute 760.80. Please check one in each category.

RACE

- ☐ African American ☐ Native American
☐ Asian American ☒ Caucasian
☐ Hispanic American ☐ Not known

GENDER

- ☐ Male ☒ Female

PHYSICALLY DISABLED

- ☐ Yes ☒ No

I hereby certify that I have read the sections of the Town Code of Ordinances for the particular board/commission/committee that I have selected above and have noted the description of the board/commission/committee and its members' duties, and further I have read the regulations concerning absences and conflicts of interests. I certify the information given by me is true and complete to the best of my knowledge and belief. I understand that any falsification of material facts will be grounds for rejection of this application or dismissal after appointment.

SIGNATURE: Pamela Saba

DATE: 12-16-2020

Please attach proof of Town of Palm Beach residency (as listed on page 1) with this application.

Please note that Board/Commission applications will expire on December 15 of each year.

CODE ENFORCEMENT BOARD

Hears cases involving violations of the Town Code and ordinances and imposes administrative fines and other noncriminal penalties where a pending or repeated violation exists. Members must be residents and are appointed by Town Council on the basis of experience or interest in the fields of zoning and building control. The Board includes, whenever possible, an architect, business person, engineer, general contractor, realtor, subcontractor, general member, or person with experience in the field of public health. In addition, the Town Council may appoint two alternate members for the purpose of serving in the absence of any of the board members. Members (and alternate members) shall be appointed for terms of three years. A member of the code enforcement board shall not be appointed for more than two consecutive three-year terms, but shall be eligible for reappointment upon the lapse of nine months after the expiration of the member's second consecutive three-year term.

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2021

Section of Agenda

BOARDS AND COMMISSIONS APPOINTMENTS

Agenda Title

Appointments to the Underground Utilities Task Force.

Presenter

Queenester Nieves, CMC, Town Clerk

ATTACHMENTS:

- ▣ **Memorandum Dated January 6, 2020, from Queenester Nieves, CMC, Town Clerk**
- ▣ **Attendance Record**
- ▣ **Status Sheet**
- ▣ **Sample Ballot**
- ▣ **Application - Lewis Katz**

TOWN OF PALM BEACH

Information for Town Council Meeting on January 12, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: Queenester Nieves, CMC, Town Clerk

RE: Underground Utilities Task Force Appointment of Regular Member

DATE: January 6, 2021

STAFF RECOMMENDATION

Staff recommends that the Town Council review the attached application and appoint one (1) regular member to the Underground Utilities Task Force to fill the vacant seat resulting from the resignation of Jeffery Smith.

GENERAL INFORMATION

The Town Clerk's office has received one application seeking **NEW APPOINTMENT** from:

1. Lewis Katz - 3170 S. Ocean Boulevard, #403S, Palm Beach, FL.

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

UUTF ATTENDANCE			
MEMBERS	1/22/2019	5/7/2019	10/2/2019
Jeffery Smith, Chair	Present	Present	Present
W. Anthony Dowell	Present	Present	Present
Donald Gulbrandsen, Vice	Present	Absent	Present
<i>Dennis Bottorff</i>	<i>Resigned 10/02/18</i>	<i>N/A</i>	<i>N/A</i>
Susan Gary	Absent	Present	Present
Nicki McDonald	Present	Present	Present
Thomas Parker	Present	Present	Present
Harry Wolin	Present	Present	Absent

UNDERGROUND UTILITIES TASK FORCE

Next appointment: **January 12, 2021, Town Council meeting**

Openings advertised via news release: **November 19, 2020**

Deadline to submit applications: **Wednesday, December 30, 2020, by 5:00 p.m. (hard copy)**
and Friday, January 1, 2021, by 5:00 p.m. (electronic copy)

Number of openings: **1 regular member**

Applicants

<u>NAME</u>	<u>SEEKING</u>
Lewis Katz	New appointment

Current members and open seats

<u>NAME</u>	<u>TERM EXPIRES</u>
<u>Regular Members</u>	
<i>Vacant (resignation of Jeffery Smith)</i>	June 1, 2022
Donald Gulbrandsen	June 1, 2021
Nicki McDonald	June 1, 2021
John B. McGowan, Jr.	May 1, 2023
Thomas Parker	June 1, 2022
Zachary Shipley	May 1, 2023
Harry Wolin	June 1, 2022
<u>Alternate Member</u>	
Leslie Shaw	October 1, 2023

Highlighted in yellow=term currently expired/vacant

***=Applied for reappointment**

****=Applied for appointment from alternate member to regular member**

*****=Termed out**

BALLOT FOR APPOINTMENT OF **REGULAR** MEMBER
TO THE **UNDERGROUND UTILITIES TASK FORCE**
Town Council Meeting on **January 12, 2021**

Positions to be filled:

 1 Regular Member

Please circle 1 from the list of names appearing below

Application Submitted By:

Lewis Katz

Signature of Town Council Member: _____

Town Council Member



TOWN OF PALM BEACH

APPLICATION FOR SERVICE ON

UNDERGROUND UTILITIES TASK FORCE (UUTF)

Please complete the application by typing or printing legibly in ink. Applications should be submitted to the Town Clerk (380 South County Road, Palm Beach, FL 33480, via facsimile 561-838-5417, or via e-mail townclerk@townofpalmbeach.com) no later than 5 p.m., 11 calendar days prior to the Town Council meeting in which the appointment will be considered. Completion of this application requires that applicant has reviewed certain Town documents as noted in this application. To review or obtain a copy of the documents please contact the Town Clerk's Office (561-838-5417). Please feel free to attach any additional background information to this application form.

Name: LEWIS KATZ Residence Address: 3170 SOB #435Mailing Address: SAME Home Telephone: (561) 588 4112E-mail Address: LEWIS KATZ@GMAIL.COM Work Telephone: ---I am a registered voter of the Town of Palm Beach (1 (please initial) ON

Appointment to the UUTF requires the applicant to be a registered voter in the Town of Palm Beach. Please attach a copy of BOTH SIDES of your Voter Registration card with your application. Failure to provide the copy of the required voter registration card shall be grounds for rejection of the application.

1. Why are you interested in serving on the Underground Utilities Task Force? (Please explain and attach additional pages if necessary)

WE LIVE IN PB YEAR AROUND AND I BELIEVE
THAT THE UTILITIES UNDERGROUND IS A VERY IMPORTANT
PROJECT

2. How many meetings of the Underground Utilities Task Force have you attended in the last year? 0

3. If you have served on any boards/commissions/committees in the Town of Palm Beach or elsewhere, please list them and include details such as length of service, attendance record, etc.

SHORE PROTECTION BOARD 12 YEARS

4. Please indicate if there are any periods of time for which you will be unavailable for meetings.

— ONLY WHEN I TAKE VACATION

5. Do you have any personal experience or special skills related to underground conversion projects? (Please explain)

I DO NOT HAVE EXPERIENCE IN UNDERGROUNDING PROJECTS

6. Are you a member of any of the following organizations? (Check all that apply)

- ☐ Palm Beach Chamber of Commerce
☐ Palm Beach Civic Association
☐ Citizens' Association of Palm Beach

- ☐ Preservation Foundation of Palm Beach
☐ North End Property Owners Association
☐ Neighborhood Alliance of Palm Beach
☐ Other NO

7. Present occupation. RETIRED No. of years. 3

Employer. _____

8. Past occupation(s). EXECUTIVE No. of years. 20

Employer(s). AMERICAN EXPRESS CO

9. Do you have a degree in, or have you taken courses in, any of the following fields of study: (Check as many as are applicable)

- ☐ Architecture
☐ Landscape Architecture/Design
☐ Architectural History

- ☐ History
☐ Design
☐ Building Construction

10. Please provide details regarding your educational background.

MS IN MECHANICAL ENGINEERING SPECIALIZING
IN ENERGY CONVERSION.

11. Why do you feel that you are qualified to serve on the Town's Underground Utilities Task Force? (Attach additional page if necessary)

My first degree was in Engineering
and I can grasp technical concepts

12. To enable Town Council to consider potential conflicts of interest, please provide the following information regarding family members who live and/or work in the Town of Palm Beach, including your spouse, parents, siblings or children.

Family Member Name	Relationship	Address	Occupation	Employer
GABRIELA GOLDSTEIN	WIFE	SAFE	MD	SELF

13. Have you ever been convicted of a crime or pled guilty or nolo contendere to a crime other than minor traffic violations? No

14. If you are currently serving on a Town board, commission, or committee, please identify it in the space below and check the box that indicates you will resign from that position if you are appointed to the position you are seeking in this application.

☐ I will resign from the _____ (board/commission/committee) if I am appointed to the position I am seeking in this application.

The following information is required by Florida Statute 760.80. Please check one in each category.

RACE

☐ African American

☐ Native American

☐ Asian American

☒ Caucasian

☐ Hispanic American

☐ Not known

GENDER

☒ Male ☐ Female

PHYSICALLY DISABLED

☐ Yes ☒ No

I hereby certify that I have read the sections of the Town Code of Ordinances for the particular board/commission/committee that I have selected above and have noted the description of the board/commission/committee and its members' duties, and further I have read the regulations concerning absences and conflicts of interests. I certify the information given by me is true and complete to the best of my knowledge and belief. I understand that any falsification of material facts will be grounds for rejection of this application or dismissal after appointment.

SIGNATURE: [Signature]

DATE: 12/30/2020

Please provide a copy of BOTH SIDES of your Palm Beach County Voter Registration card, which shows your Town of Palm Beach address, with your application. (Unless you are applying as a non-resident with a special skill in undergrounding).

****Please note that Board/Commission applications will expire on December 15 of each year.**

UNDERGROUND UTILITIES TASK FORCE (UUTF)

UUTF is charged with the investigation and review of the undergrounding of utilities throughout the Town. Members must be residents and electors of the Town, however, one of the members may be a non-resident of the Town provided said member has a special skill related to undergrounding. Members and alternate members shall be appointed to office for three-year terms.

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2021

Section of Agenda
Minutes

Agenda Title
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

Presenter

ATTACHMENTS:

- ▣ **December 7, 2020, Special Town Council Meeting Minutes**
- ▣ **December 8, 2020, Town Council Meeting Minutes**
- ▣ **December 9, 2020, Town Council Development Review Meeting Minutes**



TOWN OF PALM BEACH

Town Clerk's Office

MINUTES OF THE SPECIAL TOWN COUNCIL MEETING HELD ON MONDAY, DECEMBER 7, 2020 AT 10:00 AM

I. **CALL TO ORDER AND ROLL CALL**

The Special Town Council Meeting of Monday, December 7, 2020 was called to order virtually via Zoom at 10:00 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 Crampton and seconded by President Pro Tem Bobbie Lindsay to approve the Agenda. On roll call, the Motion passed unanimously.

IV. **COMMENTS OF TOWN COUNCIL MEMBERS**

Council Comments were heard at the end of the agenda.

V. **COMMUNICATIONS FROM CITIZENS - 3 MINUTE LIMIT PLEASE**

Citizen comments were heard at Item No. VI.A.1.c.

VI. REGULAR AGENDA

A. Old Business

1. Public Access And Use Of Beaches Between Wells Road And Sunset Avenue

Town Manager Kirk Blouin gave an overview of the complaints received from residents of the neighborhood. He then listed the various staff members who will be reporting - Director of Public Works Paul Brazil will provide a brief overview of the actions from Public Works; Police Chief Nicholas Caristo who will report on law enforcement response; Deputy Town Manager Jay Boodheshwar who will provide general information and town council actions and Coastal Program Manager Rob Weber who will report on the ten (10) most frequently asked questions regarding that area.

- a. Staff Overview on Actions Taken to Address Neighborhood Concerns, Including Implementation of Regulations, Education and Enforcement

Director Brazil gave a historical overview of the actions carried out by the Public Works Dept. regarding landscaping, gates and fences on public property. He stated that the majority of the funds was donated by the neighborhood residents. He also stated that the department had installed and modified regulatory signs as necessary. He mentioned that legal fees have been incurred for researching the status of the beach access points.

Chief Caristo reported that the Police Department had increased patrols and shared statistics that there had been approximately 1462 proactive patrols of which 341 were since the last council meeting in November. He also reported that there were 121 complaints since June – 25 since last council meeting, 450 parking citations – 123 since the last council meeting. Regarding illegal drugs, alcohol and barbecues on the beach, none of these activities have been witnessed by the officers.

Deputy Town Manager Boodheshwar commented on an Ordinance that was adopted requiring dogs to be leashed at all times on the beach between Sunset Avenue and Wells Road. Prior to that Ordinance dogs were permitted to be off leash but under the voice command of their owners. That flexibility no longer exists and dogs must be leashed at all times. He stated that in October, Ordinance No. 15-2020 was adopted stating that the public beaches from Sunset Avenue to Wells Road will be closed to the public each day from sunset to sunrise. The Town Council also approved the implementation of paid parking in the 100 block of Sunrise Avenue and N. County Road between Wells Road and Oleander Avenue. At the October 13th meeting the Town Council set the parking rate at \$5 per hour. This regulation was effective on October 16th. He mentioned that on N. County Road

approximately \$5700 was collected in parking revenue during the first month and a half. For the 100 block of Sunrise Avenue about \$5300 was received in October and in November over \$9000 was received in parking revenue.

Mr. Boodheshwar then addressed some technical issues regarding the Zoom meeting and explained certain procedures for residents who wished to speak during the meeting.

b. Staff Review of Frequently Asked Questions

Coastal Program Manager Rob Weber reported that Notices were sent to nearly 1300 residences between Wells Road and Sunset Avenue announcing today's Special Town Council meeting. Along with the notice was a two-sided flyer with Frequently Asked Questions to help residents prepare for today's meeting. Mr. Weber then gave a summary of the questions listed on the flyer.

c. Input from Residents (3 Minute Limit Per Person)

Deputy Town Manager Boodheshwar explained the process for residents who wish to speak during this section of the meeting. He reported that at 9:45 a.m. they had received 21 emails or letters from the public. He read an email from Chris Pappas into the record.

President Zeidman reiterated some procedures regarding input from the public.

Comments were received from the following residents:

- Kent Anderson, 216 Oleander Avenue
- Tiffany Cloutier, 240 N. Ocean Boulevard
- Marlene Silver, 125 Seminole Avenue
- Bill Ford, 170 N. Ocean Boulevard
- Brett Pack, 290 N. Olive Avenue, West Palm Beach
- Jeffrey Kotzen, 200 N. Ocean Boulevard
- Aret Tikiryan, 135 Seminole Avenue
- Timothy Hanlon, Attorney for 2 groups of property owners – 149, 151, 165, 167, 169, 171 and 173 Root Trail and 14, 101, 109, 110, 117, 120, 152, 160, 230 Wells Road and 300 N. Ocean Boulevard.
- David Mack, 100 and 130 Sunrise Avenue
- Teresa Hammond, 250 Everglade Avenue
- Liz Maass, 302 Atlantic Avenue (also representing Charlotte and Craig

Peterson, 260 Oleander Avenue)

- Paul and Daphne Flach,
- Elaine Hirsch, 100/130 Sunrise Avenue

Town Attorney John C. Randolph spoke regarding residents vs. non-residents' use of the beach.

- Harvey Kinzleberg, 260 N. Ocean Boulevard

Attorney Randolph responded regarding beach access to residents of the particular street.

- Matthew McCormick, 250 Bradley Place, whose comments were read into the record by Mr. Boodheshwar.
- Reuben Johnson, 990 Adam Road
- Michael Pucillo, 224 Dunbar Road
- Les Daniels, 100 Everglade Avenue
- Liam McCarthy, 209 Wells Road
- Karin Shrubsole, 235 Sunrise Avenue
- Bruce Lane, 351 Crescent Drive
- Doug Holtz, 139 Sunrise Avenue
- Sophia Burnichon, 231 Seminole Avenue
- Brittain Damgard, 117 Wells Road
- Robert Meister, 101 Seminole Avenue
- Mark Farquharson, 259 Oleander Avenue
- Darlene Shapiro, 139 Sunrise Avenue

d. Council and Staff Discussion in Response to Input from Residents

Town Manager Blouin commented that the issues raised were complex and confusing from a legal point of view. He encouraged the residents to review the backup for the meeting to educate themselves on some of the issues highlighted. He mentioned that the area in question is not a municipal beach, Midtown Beach is the public beach. The area between Sunset Avenue and Wells Road has a private beach. Some residents have marked off their private beach with model posts which are permitted by the State of Florida. He spoke addressing the various private and public portions of the beach areas. He advised anyone who witness any illegal behavior to call the Police Dept.'s non-emergency number - (561) 838-5454 to make a report. He suggested that the Town Council revisit some Ordinances that were adopted

over the past year regarding beach closure.

Council President Pro Tem Bobbie Lindsay expressed her opinion that the parking situation in the North end resulted from the permit parking being allowed in Midtown. She commented that the north end is not a mixed use area. She also spoke regarding the beach closure, revenue being received from the parking along the beach and dogs on the beach. She also stated that she would ask the residents along the beach to remove the posts replace it with proper signage.

Council Member Danielle Moore stated that she agreed with President Pro Tem Lindsay's comments. She questioned Director Brazil on who designed the gates/fencing for the beach accesses. He responded that the gates were meant to mimic the existing ones on the private properties at the request of the adjacent property owners. He explained that the gate at Wells Road was a mistake and the correct one is on backorder. Council Member Moore also spoke regarding the \$5/hour parking rate, legal vs. illegal smoking on the beach and leashed/unleashed dogs on the beach.

Council Member Araskog thanked the public for participating. She explained that Codes governed certain streets. She spoke regarding dogs on the beach and stated that the area in question is a private beach.

Council President Zeidman reminded all participants that the meeting was scheduled for 12 noon. Seeing that it was after the allotted time, but recognizing that further discussion was needed, she suggested that the meeting end at 12:30, any further discussion be placed under Any Other Matters on the following days agenda.

Director Brazil responded to Council Member Araskog that before any beach renourishment the definition of the separation between private and public beach is mean high tide. The line is fixed before any beach renourishment so it stays there. Regarding Root Trail, Director Brazil reported that maintenance records had been requested and it was taking some time to retrieve these records. Town Attorney Randolph stated that research is being carried out regarding how long the Town has been maintaining Root Trail and currently that is unresolved. Director Brazil responded to Council Member Araskog that the landscape installed is a very low line along the fence that doesn't affect the vista.

Mayor Coniglio expressed that she preferred to extend the meeting to tomorrow as she thinks a fuller discussion is necessary.

President Zeidman gave a review of the agenda for tomorrow's meeting and stated that the discussion will be a 1:30PM time certain for tomorrow.

Council Member Crampton stated that there were three issues he was concerned about for tomorrow namely: controlling anti-social behavior, legal determination regarding Root Trail and whether or not a restrictive easement exists for Root Trail.

President Zeidman raised the issue of promoting the municipal beach as we do for tennis and golf and any legal actions the Council can take. She then thanked the staff for the Q&A and the public who participated.

VII. ANY OTHER MATTERS - None

VIII. ADJOURNMENT

The Special Town Council Meeting of December 7, 2020 was adjourned at 12:24 p.m.

APPROVED:

Margaret A. Zeidman, Town Council President

ATTEST:

Queenester Nieves, CMC, Town Clerk

Date



TOWN OF PALM BEACH

Town Clerk's Office

MINUTES OF THE TOWN COUNCIL MEETING HELD ON TUESDAY, DECEMBER 8, 2020

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

The following changes were announced:

ITEM NO. V. PRESENTATIONS Presentation of the Award for the Employee of the Year HAS BEEN ADDED TO THE AGENDA

ITEM NO. XII.B.2.b. Consideration of Issuance of GO Bonds for Town-Wide Undergrounding Project.

TIME CERTAIN: 11:30 AM

ITEM NO. XII.B.2.c. RESOLUTION NO. 129-2020 will be heard as a PUBLIC HEARING

ITEM NO. XII.B.5. RESOLUTION NO. 146-2020 IS NOW TIME CERTAIN OF 10:30 AM

ITEM NO. XIV.A. ANY OTHER MATTERS Public Access and Use of Beaches between Wells Road and Sunset Avenue.

TIME CERTAIN: 1:30 PM

IV. APPROVAL OF AGENDA

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

V. PRESENTATIONS

A. Presentation of the Award for the Employee of the Year.

Gail L. Coniglio, Mayor

Mayor Coniglio presented the 42nd annual award for Employee of the Year to Nina Tuscano, thanked the Palm Beach Civic Association, the Citizens Association of Palm Beach, and the Palm Beach Chamber of Commerce for their continuing commitment and generosity and support of this program.

VI. COMMENTS OF MAYOR GAIL L. CONIGLIO

Mayor Coniglio thanked retiring employees HR Director Olson, Steve Stern, and reporter William Kelly for their work. She mentioned Pearl Harbor Day and thanked those who fought and lost their lives for this country.

VII. COMMENTS OF TOWN COUNCIL MEMBERS

Council Member Crampton announced this would be reporter Bill Kelly's last appearance at a Town Council meeting, Mr. Kelly's fair treatment of the Town in the media would be missed.

Council Member Araskog echoed Council Member Crampton's comments and wished Mr. Kelly well. Council Member Araskog noted she received emails asking about the increased number of COVID cases in the Town of Palm Beach. She hoped everyone would remain diligent in trying to prevent the spread of the virus. She asked everyone to work together with kindness and wished everyone a happy holiday season.

Council President Pro Tem Lindsay also commended Mr. Kelly on his reporting on the Town for 21 years, wished him well, and agreed he would be missed. She cautioned everyone to be diligent until vaccination was available.

Council President Zeidman commented Mr. Kelly has done his job with integrity and grace, and would be missed, wished him good luck. She commented this was also the last meeting for employee Steven Stern, who was going on to another chapter in his life, and would be missed. Mr. Stern has been the backbone of the undergrounding project. Thanked the Civic Association for their partnership with the Town to provide video on the COVID situation and the vaccine rollout. Noted this information could be accessed on the Town's website.

Council Member Moore echoed everyone's comments regarding Mr. Kelly, and wished him the best. Danielle Olson, Director of Human Resources was also leaving the town, and would be missed. She wished everyone happy holidays.

VIII. COMMUNICATIONS FROM CITIZENS-3 MINUTE LIMIT PLEASE

Diane Buhler, Friends of Palm Beach, expressed appreciation for waiver of fines and hauling costs connected to a derelict boat which washed ashore. She thanked the Fire Department for coming to their rescue to remove the debris. Recommended a partnership between Friends of Palm Beach and the Town for this type of debris removal. Ms. Buhler reported she listened to the discussion of beach access at yesterday's special meeting, and noted it was unfortunate the actions of a few had impacted many. Friends of Palm Beach cleaned the beaches, and the majority of beachgoers used the trash bins, but the

trash has increased during COVID, many did not bother to pick up their trash. She wished the Council good luck with their resolution.

IX. APPROVAL OF CONSENT AGENDA

Item No. IX.B.3 Resolution No. 136-2020 has been pulled and heard as Item No. XII.A.1

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

A. MINUTES

1. Town Council Meeting Minutes
Queenester Nieves, CMC, Town Clerk
 - a. November 10, 2020, Town Council Meeting Minutes
 - b. November 13, 2020, Local Planning Agency Meeting Minutes
 - c. November 13, 2020, Town Council Development Review Meeting Minutes
2. Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of November 20, 2020.
Wayne Bergman, Director of Planning, Zoning and Building

B. RESOLUTIONS

1. RESOLUTION NO. 123-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Purchase Order to Dana Safety Supply, Inc. in the amount of \$35,000 and a Five Year Award of \$175,000 Contingent Upon Satisfactory Performance and Budget Authorization for Installation of Municipal Vehicle Equipment.
Dean Mealy, Purchasing Manager
2. RESOLUTION NO. 135-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Approving The Award Of Invitation To Bid No. 2020-19 And Approve A Purchase Order To The Green Experts, Inc. as the Primary Awardee and Total Maintenance Environmental Services Inc. as the Secondary Awardee For The Maintenance Of Beds At Southern Boulevard And Royal Poinciana Way In The Annual Amount Of \$32,000 And A Projected Five Year Award Of \$165,000 Contingent Upon Satisfactory Performance And Budget Approval.
Dean Mealy, Purchasing Manager
3. RESOLUTION NO. 136-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to NeoGov to Support Human Resources for Recruitment, On-Boarding, Performance Management and a New Services Consisting of eForms and Learn in the Annual Amount of \$58,090 for FY21 and a Proposed Five Year Award in the Amount Of \$369,800 Contingent Upon Satisfactory Performance and Budget Approval. – ***Pulled and Heard as Item No. XII.A.1.***

Dean Mealy, Purchasing Manager

4. RESOLUTION NO. 137-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida approving a Purchase Order to Watch Guard in the Amount of \$115,415 and a Project Budget of \$120,415.

Dean Mealy, Purchasing Manager

5. RESOLUTION NO. 138-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Orlando Freightliner in the Amount of \$174,405 and a Project Budget of \$180,000.

Dean Mealy, Purchasing Manager

6. RESOLUTION NO. 140-2020 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. 21PB6, 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 2020-2021 Phipps Ocean Park Beach Nourishment Project, in the Amount of \$975,000, and Authorizing the Mayor to Execute Same on Behalf of the Town.

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

7. RESOLUTION NO. 142-2020 A Resolution of the Town Council of the Town Of Palm Beach, Palm Beach County, Florida, Increasing Purchase Order No. 190332 to Baird and Associates, Inc., in the Amount of \$55,000, for Consulting Services Associated with the Lake Drive Park Improvements Project, Thereby Increasing the Purchase Order from \$1,756,229.25 to \$1,811,229.25.

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

X. BOARD/COMMISSION ANNUAL REPORT

- A. Annual Report of the Shore Protection Board (written report only).

E. Llwyd Ecclestone, Chair

Motion was made by Council Member Araskog and seconded by Council Member Crampton to approve the Annual Report of the Shore Protection Board. On roll call, the Motion passed unanimously.

XI. COMMITTEE REPORTS

- A. Report of the Business and Administrative Committee Meeting Held on Tuesday, November 3, 2020.

Lew Crampton, Chair

Mr. Crampton provided an overview of the Business and Administrative Committee Meeting, and noted some issues regarding parking which were discussed at length.

Motion was made by Council Member Araskog and seconded by Council Member Crampton to approve the Report of the Business and Administrative Committee Meeting held on November 3, 2020. On roll call, the Motion passed unanimously.

There was consensus to hear Agenda Item XII,B,3 regarding shared parking.

XII. REGULAR AGENDA

A. Matters Pulled From Consent Agenda: If needed

1. RESOLUTION NO. 136-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to NeoGov to Support Human Resources for Recruitment, On-Boarding, Performance Management and a New Services Consisting of eForms and Learn in the Annual Amount of \$58,090 for FY21 and a Proposed Five Year Award in the Amount Of \$369,800 Contingent Upon Satisfactory Performance and Budget Approval.

Dean Mealy, Purchasing Manager

Director of Human Resources Danielle Olson explained the proposal was to provide two modules from an existing suite of five software programs, three of which were already in use.

Council Member Moore asked if Police and Fire would be able to utilize these programs. Director Olson explained how the programs were utilized, and explained Fire Rescue preferred to use their existing program because of content specialization. Council Member Moore asked if decentralization of recruitment was typical in municipalities. Director Olson responded, not to her knowledge.

Town Manager Blouin provided a more detailed explanation of the software and uses.

Mayor Coniglio was in favor of the eForms, but expressed concern regarding decentralization of recruitment.

Council Member Araskog agreed with eForms, and had the same concern expressed by Council Member Moore and Mayor Coniglio.

Council President Zeidman noted her opinion, staff working with the software knew better than Council.

Council President Pro Tem Lindsay agreed with Council President Zeidman, and was comfortable with staff recommendation.

Motion was made by Council Member Moore and seconded by Council Member Araskog to defer Resolution No. 136-2020. During discussion of the motion, staff indicated deferral would necessitate re-negotiation of some items. Council Member Araskog withdrew her Second. Motion failed for lack of a Second.

Motion was made by Council President Pro Tem Lindsay and seconded by Council Member Crampton to adopt Resolution No. 136-2020. During discussion of the motion it was confirmed by staff that deferral would mean approximately \$26,000 would be lost in discounts. On roll call, the Motion passed 4-1 with Council Member Moore opposed.

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

Chief Donatto reported the County's positivity rate and the number of positive tests were rising. The Town's number of cases has increased 63% in a 30-day period. Residents returning for the season, and increased social gatherings, increased opportunities to spread the virus. He stressed the public needed to focus on limiting close contact with others and on wearing a face mask. Deaths as a percentage of cases were trending down, reflecting better treatments; however, those over 65 are still very vulnerable, and it was important to get the message to residents they were at greater risk than the average population. He discussed the vaccines which were coming soon. Informed the Town Council that Fire Rescue was set up as a closed POD (point of distribution).

Council President Pro Tem Lindsay commented this was a very fast ramp up. Chief Donatto confirmed the end of January was estimated as the time frame for getting some of the vaccine to the high risk public in Palm Beach and residents would have many options regarding where to get the vaccine.

Council Member Crampton stated he was livid because certain restaurants and party givers were flouting common sense and endangering everyone's health. More proactive police visits to restaurants and major public gatherings.

b. Report from Town Attorney Regarding Town Limitations on Emergency Orders (*verbal report*)

Town Attorney Randolph reported the Governor's executive order revoked all of his previous orders relating to closures of restaurants, bars, and other facilities, and no local government may prohibit an individual from working or operating a business. The Governor's order included specific rules for restaurants. The order indicated a study could be done, but the Town's ability to regulate had been superseded by the Governor's order.

Town Manager Blouin stated the police could not go onto private property unless invited or in case of an emergency, and the mask order for Palm Beach County had exceptions that made enforcement difficult, but the public is educated when there is a violation.

Council Member Araskog congratulated Chief Donatto and his staff for the information provided.

Chief Donatto described an appointment system for giving the vaccine,

stated there would be alternatives for those unable to travel, and described the state's distribution plans.

Mayor Coniglio asked if the Town was under liability. Chief Donatto responded anyone receiving the vaccine must sign an informed consent form.

Council President Zeidman pointed out this was down to personal responsibility, people could be asymptomatic transmit the virus.

Council Member Moore asked for direction to residents when they see a large gathering not following the rules. The Town Manager advised to call the police department. Discussion ensued. Town Manager Blouin advised that at a minimum, the police could talk to the management that unsafe conditions were being created.

Council Member Araskog reminded everyone this disease was very serious.

At this time this item was paused in order to hear the 11:30 AM time certain matter.

c. Discussion About Town-Wide Curfew

Town Manager Blouin provided background information of the town-wide curfew which was put into place at the beginning of the pandemic, and the requests to put it into place again.

Council President Zeidman commented this was under the emergency order, and the Chief could institute a curfew, and did not fall under the Governor's order.

Council Member Araskog referred to Miami's curfew, and stated her concern about restaurants suing the Town if they had a certain amount of revenue coming in between 10 and midnight and were no longer allowed to serve because of a curfew. Town Attorney Randolph advised the Town was not directly prohibiting restaurants and had a right to issue a curfew due to the spike in Covid-19 and absent a curfew from the county.

Council Member Crampton suggested a 10 p.m. curfew.

Council President Pro Tem Lindsay confirmed this would apply to everyone to be home at that time, and asked if there was any data to confirm the small segment of population that would be impacted would actually reduce Covid.

Council President Zeidman commented that looking at the Town, the infections came from a work place environment, and people going out to dinner and private clubs and private parties when they did not know they were sick. She felt a curfew would not be effective, and it was the responsibility of each person to follow the rules.

Council Member Araskog suggested a curfew from midnight to 6:00 am. She felt a curfew was necessary because of the spike in cases.

Council Member Crampton felt a curfew was necessary to raise awareness and keep people on their toes, and the last curfew had been successful.

Mayor Coniglio asked if there was evidence of rampant violations in the Police Chief's enforcement visits. Town Manager Blouin responded it was irresponsible behavior in not following the guidelines, not breaking laws. The Mayor felt this would drive business back across the bridge.

Council President Pro Tem Lindsay commented the original curfew in March was when things were completely different, and she felt residents were better informed and did not need discipline at this point. She felt making people more aware was sufficient.

Council President Zeidman agreed with Council President Pro Tem Lindsay, the science was advanced and everyone knew what to do and should just do it. A curfew would be all optics, but that was not where it spread – it was a mask issue.

Council Member Moore agreed it was personal responsibility and a curfew would be optics, and leaned toward no curfew and encouraging residents to do the right thing.

Council Member Crampton commented the numbers were now worse than before the first curfew and this was a reasonable step to take and would build awareness. He felt the Town Council should be leaders.

Council Member Araskog commented there had been a great increase in cases, and young people congregating without masks infected their parents and grandparents. She recommended midnight to 5 a.m. and there could be exceptions.

The Mayor cautioned to be careful.

Council President Zeidman suggested a compromise of 1 to 6 a.m. to send the message, and she hoped the paper would publish that infections were occurring. but the Town Council was sending a message to people that they took this seriously and asking them to be vigilant because there would be deaths and lingering problems from this virus.

Council Member Moore asked that the curfew end at 5:00 p.m. because papers and being delivered and some residents walk their dogs or take early morning walks.

Motion was made by Council Member Araskog and seconded by Council Member Crampton to approve a Town-Wide curfew from 1-5 AM daily, except for essential workers, effective December 14, 2020 at 1 AM until further notice. On roll call, the Motion passed unanimously.

Note: A 45-minute lunch break was taken at this point. The meeting reconvened at 1:30 p.m.

d. RESOLUTION NO. 145-2020 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 January 12, 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.

Motion was made by Council Member Araskog and seconded by Council Member Crampton to approve Resolution No. 145-2020. Council Member Araskog read Resolution No. 145-2020 into the record. On roll call, the Motion passed unanimously.

e. Request from Royal Poinciana Plaza for Outdoor Soul Cycle

Alex Patterson presented the request and read highlights from her memo to the Council.

Council Member Zeidman confirmed the bikes were spaced out and there was no noise because headphones were used.

Council President Pro Tem Lindsay reported many emails from residents who were in favor of Outdoor Soul Cycle.

Mayor Coniglio expressed 100% support.

Council Member Moore agreed with the Mayor.

Council Member Araskog asked how many classes per day, and the volume. Ms. Patterson commented if there was ever an issue to contact her and it would be resolved promptly.

Motion was made by Council Member Crampton and seconded by Council Member Moore to approve the request from the Royal Poinciana Plaza for outdoor Soul Cycle. On roll call, the Motion passed unanimously.

f. Update on Temporary Retail and Outdoor Seating Program

Deputy Town Manager Boodheshwar advised the number of outdoor seats has increased since his last presentation and now a total of 17 restaurants had taken advantage of this temporary program, so there currently was a total of 545 outdoor seats. Buccan restaurant had requested to use the Memorial Park property for outdoor seating.

Mayor Coniglio felt the program should remain as originally set up in order to keep consistency.

Council President Pro Tem Lindsay asked about insurance liability, and stated she would not be opposed if the issue of liability could be satisfied, because it had been done in the past and that restaurant has very few outside seats.

Staff expressed concern people would be crossing a 2-lane road at night. Council Member Araskog did not favor doing this in a public park.

Council Member Crampton felt it was an unsafe situation, and therefore opened the Town to liability.

Council Member Moore agreed with the liability issue.

It was suggested the restaurant contact the private park on the same side of the street.

Consensus was not to approve the request for Temporary Outdoor Seating at Memorial Park.

2. Town-wide Undergrounding Project:
Steve Stern, Project Manager

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

Project Manager Steve Stern provided highlights in summary for the project. He reported construction was now at approximately the halfway point, provided an update on the Underground Utility Project for each phase, location, and reviewed action items.

Council President Pro Tem Lindsay asked for the cost incurred by easement delays and requested the amount be made public. Staff indicated that number would be provided next month.

Council Member Araskog commented delays were costing millions.

Mr. Stern reported the financial summary contained the good news that FEMA had approved the contract end date for Phase 5, granting an additional 15 months to May of 2023.

Mr. Stern was congratulated on his work.

b. Consideration of Issuance of GO Bonds for Town-wide Undergrounding Project.

Jane LeClainche, Director of Finance

TIME CERTAIN: 11:30AM

Jay Glover, PFM Financial Advisors LLC, reviewed a history of the underground funding to date. Director of Finance Jane LeClainche discussed cash flow and why this was a good time to issue GO Bonds for the project. Mr. Glover discussed pointed out the current historically low interest rates, and projected loan service.

Mayor Coniglio expressed her support, but asked about possible rising interest rates under a new administration. Mr. Glover did not believe rates would rise during the first quarter of next year. The Mayor felt residents should be offered the ability to prepay.

Council Member Araskog echoed the Mayor's comments, and agreed with the assessment as long as it did not affect getting a good interest rate and getting this done. Mr. Glover pointed out this would come before Council again in February.

Council President Pro Tem Lindsay expressed her support.

Motion was made by Council Member Crampton and seconded by Council Member Moore to approve the issuance of GO Bonds Series 2021 for the town-wide undergrounding project, and to give residents the opportunity to prepay assessments one last time. On roll call, the Motion passed unanimously.

c. RESOLUTION NO. 129-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Vacating and Abandoning Existing Public Utility Easements within Phase 2 North Utility Undergrounding Project Limits, in the Town of Palm Beach, Florida.

Patricia Strayer, P.E., Town Engineer

Town Engineer Patricia Strayer presented the resolution and stated there had been no objections to any of the easement abandonments.

Council President Zeidman called for public comment.

Mr. Warren Belmar commented that when the project was first considered, representations were made to the Town about the easements being relieved after completion of the project. There had been no budgeting for revenue from the public having to apply for the rescission of easements they had given. This item said those who gave consent to have transformers on their property would not be charged for rescission of those easements, and he would like in the future consideration of the possibility of waiving charges to those who did not volunteer, but were under the impression the Town would not be charging them to remove the restrictions on their property.

Council President Pro Tem Lindsay commented on the amazing job done by Kimley-Horn to inform every one of all the ramifications, but described unintended consequences experienced by some who cooperated. She congratulated Mr. Stern and Ms. Strayer on being able to lose two chicanes.

Council Member Araskog asked Ms. Strayer about moving equipment. Response was the equipment was not moved but the easement location changed.

Motion was made by Council President Zeidman, who passed the gavel and read the resolution into the record, and seconded by Council Member Araskog to approve Resolution No. 129-2020. On roll call, the Motion passed unanimously.

Council Member Araskog requested a mockup of the chicanes at South Ocean Boulevard and Via Marina.

d. RESOLUTION NO. 143-2020 A Resolution of the Town

Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Award of the Guaranteed Maximum Price to Burkhardt Construction Inc. for Phase 4 North and Via Marila Drainage Improvement Project in the Amount of \$5,101,393.06 and Establish a Project Budget of \$5,300,000.

Dean Mealy, Purchasing Manager

Town Engineer Patricia Strayer presented the resolution and provided statistics, indicated the amount was 6% under budget, and without the five chicanes it would be 17% under budget. She discussed Burkhardt Construction, who held their rates, and the amount of their profit was well under the dollar amount of benefit they provided.

Motion was made by Council Member Araskog and seconded by Council Member Crampton to approve Resolution No. 143-2020. On roll call, the Motion passed unanimously.

e. RESOLUTION NO. 144-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn and Associates, Inc. in the Amount of \$324,309 and a Project Budget of \$340,000 for Phase 4 North Construction Phase Services for Town-Wide Undergrounding of Utilities.

Dean Mealy, Purchasing Manager

Town Engineer Patricia Strayer presented the resolution, advising Kimley-Horn's master contract four years ago for the total undergrounding project included an annual rate increase, and they chose not to implement the increase this year.

Motion was made by Council Member Moore and seconded by Council President Pro Tem Lindsay to approve Resolution No. 144-2020. On roll call, the Motion passed unanimously.

3. Recommendation by the Business and Administrative Committee on Proposed Modifications and Changes to Chapter 134, Zoning, Related to Supplemental Off-Site Shared Parking.

Wayne Bergman, Director of Planning, Zoning and Building

Zoning Manager Paul Castro introduced topic and described the Committee's recommendation to allow some supplemental off-site shared parking on a trial basis for three years with a sunset provision, to allow supplemental off-site shared parking only in underground garages within the commercial districts, with the caveat the property owner could only lease out 33% of the lot for shared parking. Staff believed the 33% threshold was unnecessary and should be market driven. Mr. Castro advised this shared parking could not be used to intensify use in a commercial property.

Council Member Araskog expressed concern about residences behind the lots seeing lights and hearing noise from cars at night because surface must be used to get to underground. She felt this should come to Town Council, appreciated the 33%, and should include the ability to be cancelled if necessary.

Council Member Crampton responded the noise would be underground and would be in commercial districts, not residential, and agreed with staff regarding the 33% because that would be unenforceable. He felt this would be an effective first step.

Council President Pro Tem Lindsay commented there were less than ten underground lots and probably 5 were almost empty most of the time. She agreed this was a parking management problem, and should be market driven. She suggested an annual automatic review by staff to be presented to the Council. She asked staff to look at situations where there was a surface lot adjacent to underground, and trucks could not to get into the underground, to make an exception without them having to pay a special exception fee.

Council Member Moore commented this was an incremental step, and the property owner was responsible for managing their own garage, and asked to move forward.

Mayor Coniglio agreed the Council should not micro manage, and agreed with an annual report, but also to be able to make changes sooner if needed.

Council Member Moore responded the daylight hours had been discussed.

Council President Zeidman agreed this should move forward, and commended the new committee. She was not in favor of the 33% limit, and if complaints it should come back to Council.

Council Member Araskog expressed appreciation for everyone's work, and expressed her concern about lights affecting residents, and wanted a way for residents to get a quick resolution. She felt the 33% was a good way to start.

Zoning Manager Castro explained the Royal Palm lots were in a commercial district and he did not believe any residents would be affected.

Council President Pro Tem Lindsay suggested this go back to staff to prepare an ordinance.

Mayor Coniglio was not in favor of removing the 33%. Discussion ensued.

Consensus was to move forward changing 33% to 50%.

4. Review of Boards and Commissions, Relative to Total Members and Ratio of Regular and Alternate Positions.

Jay Boodheshwar, Deputy Town Manager

Deputy Town Manager Boodheshwar presented this item, summarizing that the ARCOM, Landmarks, and Planning and Zoning Commission preference was to keep the structure of those commissions as is. The Recreation Advisory

Commission and Shore Protection Board wished to reduce their number to 7 regular members with no alternates.

Council Member Araskog commented she had watched the ARCOM meeting, and each member made suggestions, and their diversity made them more successful. One suggestion was possibly to limit the architects' terms to one year. She recommended listening to that meeting. Several members of the Recreation Board had suggested they meet less frequently, such as once or twice a year, to take pressure off staff.

Council Member Moore was glad the boards had been consulted, agreed with all the recommendations, and felt reducing the size of the boards should be done only through attrition. She did not agree with limiting architects to one year because continuity in projects was helpful.

Council President Zeidman was in agreement with all the recommendations and wanted to move forward with the reductions. She felt Director Bergman's role handling all three commissions would be improved when his assistant director came on board in January.

Council Member Crampton and Council President Pro Tem Lindsay agreed with Council President Zeidman. Council President Pro Tem Lindsay wanted to have future discussion on conflicts and qualifications for the three commissions, and did not want this to be hurried.

Council Member Moore made a motion, seconded by Council President Pro Tem Lindsay, to ask staff to move forward with the reduction in size for the Shore Protection Board and the Recreation Advisory Commission to seven voting members and no alternates with reduction to be done by attrition, and staff to bring this back to Town Council next month. During discussion of the motion, Council Member Araskog asked about the reduction procedure involving alternates. Staff advised that would work itself out. Motion passed by unanimous vote.

5. RESOLUTION NO. 146-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving an Authorization for an Extension of Time for Environmental Reviews and an Extension of Rent Payments for the Property Located at 5976 Okeechobee Boulevard with Okeechobee Boulevard LLC (AHS).

Kirk W. Blouin, Town Manager

TIME CERTAIN: 10:30AM

Town Manager Blouin reported the partners in the property owned by the Town located at 5976 Okeechobee Boulevard had requested an extension of time in order to complete their environmental review of the property. There had been soil issues, and staff felt their request was reasonable.

Council Member Moore thanked Town Manager Blouin for the update, and stated she felt it was reasonable to pass this resolution.

Mayor Coniglio agreed and expressed support.

Council Member Crampton agreed and commented if soil contamination was found to be too high for residential use, at least the Town would know how to market that property.

Council President Pro Tem Lindsay commented on the environmental process and cautioned not to worry about this other than they were doing proper due diligence.

Council Member Araskog expressed her support.

Council President Zeidman read Resolution No. 146-2020 into the record.

Motion was made by Council Member Crampton and seconded by Council Member Moore to approve Resolution No. 146-2020. On roll call, the Motion passed unanimously.

C. New Business

1. RESOLUTION NO. 139-2020 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Audio Visual Innovations, Inc. in the Amount of \$97,658.52 and a Project Budget of \$105,000.

Jay Boodheshwar, Deputy Town Manager

Deputy Town Manager Boodheshwar described a proposed update to the audio/visual system in the Council chambers. He commented all the existing microphones were analog and all the existing visuals were low resolution. The proposed upgrade would transition the system to all digital technology and allow integration with current and future video conferencing systems. The people attending from home who currently listened to audio would be able to see what the Council Members saw on their screen. If approved today, in January it would be necessary to hold all meetings virtually, since the transition would take about 5 weeks. He recommended the Caucus be held by Zoom.

Council President Zeidman asked how many people attended the Zoom meetings. The Deputy Town Manager responded there were approximately 60 in attendance at one virtual meeting, and he felt attendance had increased when the meetings were all virtual.

Mayor Coniglio asked how the vendor was selected, response was AVI was on the Town's selection list, and the Town had worked with them in the past. Three other municipalities that were contacted were very happy with their systems. The Mayor was in support of this upgrade. She felt the Caucus should be done virtually.

Council President Pro Tem Lindsay asked if this was the best technology available. Mr. Brazil explained this would be customized for the Town's needs. She asked if this would take care of minutes, and was told that was a very different system. She wanted the best system available for Palm Beach. Deputy Town Manager Boodheshwar responded, and noted that service was an important matter and that if something went wrong the company would respond immediately.

Council Member Araskog expressed support since staff was comfortable with the proposed upgrade. Mr. Boodheshwar commented other things could be integrated as needed.

Motion was made by Council Member Moore and seconded by Council Member Araskog to approve Resolution No. 139-2020. On roll call, the Motion passed unanimously.

2. Planning and Zoning Commission Recommendation to Hire a Retail Strategy Consultant

Wayne Bergman, Director of Planning, Zoning and Building

Planning Zoning and Building Director Bergman recalled the Planning and Zoning Commission had requested Council's permission to review the state of retail in the Town, which Council had approved. The purpose of the review was to see if zoning code changes were needed to assist the local retail marketplace to succeed in the current changing economy. At the Planning and Zoning meeting, the current state of retail was discussed and the Commission heard presentations of a staff analysis, and also a Palm Beach real estate broker and independent property appraiser. Following a discussion, the Commission had made a motion to ask Town Council to hire a retail strategy consultant to help them with all retail matters. The benefit of hiring this consultant would be the continued success of local retail businesses which provide quality of life for residents. Mr. Bergman advised this was a component of code reform and was appropriate to consider now. Staff had prepared a draft RFP for the Council to consider if they approved this request. Funding was proposed as a public/private partnership. Letters of support had been received from Palm Beach Civic Association, Frisby Group, Laurel Baker and a member of the Planning and Zoning Commission, Michael Spaziani.

Michael Ainsley, Chairman, Planning and Zoning Commission, commented the Commission had voted unanimously to recommend the Town hire a retail strategy consultant. He stated the Town faced the greatest crisis the Town's retail sector had ever faced. Today, along South County and Worth Avenue and its related, there were over 40 vacant stores and also Nieman Marcus was vacant. Covid was not the only cause, since Amazon and electronic retail had changed the way we buy, which would not reverse itself after Covid. The Planning and Zoning Commission had discussed this at several meetings, and believed a comprehensive examination of the retail sector was needed. Many other towns and cities used retail strategy consultants to keep their retail

strong. Mr. Ainslie commented after an RFP process they could find the right team to help Palm Beach. Director Bergman supported this because it was quite specialized in terms of expertise. He spoke of several items to consider, including possible conversion of some retail spaces to residential. He had spoken to several retail property owners and there was excitement and support for this project, and all said they would assist the Town in funding. Mr. Ainslie said at the time a final recommendation on the consultant was presented to Town Council, he would make a full report on funding commitments, and he expected 90% to be funded privately.

Council President Pro Tem Lindsay asked Mr. Ainslie to comment on the areas. Mr. Ainslie clarified it would cover all retail within the Town. She suggested an advisory board of successful retailers.

Council Member Crampton commented retail was changing and not for the better, and he was a strong supporter of this initiative. He commented the Town was fortunate to have Mr. Ainslie as Chair of the Planning and Zoning Commission. His innovative ideas were reflected by the idea of public/private partnership.

Council President Zeidman thanked Mr. Ainslie, noted this was something that affected quality of life, and expressed her support.

Mayor Coniglio asked about funding. Mr. Ainslie indicated he had already identified retailers who would provide three quarters of the estimated \$100,000 needed. The Mayor commented there were existing studies that might be helpful, and she believed there would be wide-ranging public input. She cautioned to go slowly on making changes to the zoning code and comprehensive plan which would affect development. She expressed support for the RFP.

Council Member Araskog stated she would rather wait until Covid ran its course, and look at the last existing study. Trends change, and she would like to move forward after 8-9 months.

Mr. Ainslie did not see the need to wait, and commented this was part of the zoning reform that had been needed for years.

Council President Pro Tem Lindsay wanted to make sure this exercise was not used to convert a bunch of buildings to residential, with focus kept on robust retail, and expressed support for the RFP.

Council Member Moore was glad Mr. Ainslie was coming forward with funding, and was in support so long as the funding was not coming from the Town's budget.

Council President Zeidman commented this problem had existed for years, and Worth Avenue must be preserved as the shopping area. She felt now was the time to do this and the Town would control the RFP.

Council Member Araskog wanted approval to be contingent upon the cost not being paid by the Town, and would like to wait. She asked the Town Manager how he felt. Town Manager Blouin expressed his interest.

Motion was made by Council Member Crampton and seconded by Council Member Lindsay to move forward with the RFP to see the cost for the Town for a Retail Strategy Consultant.

Mr. Ainslie urged that any comments be reported to Mr. Bergman quickly. Staff reported the RFP draft would be sent to Council members that evening and requested any comments by the end of the week.

On roll call, the Motion passed unanimously.

XIII. ORDINANCES

A. Second Reading

1. ORDINANCE NO. 17-2020 An Ordinance Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Amending The Town Code Of Ordinances At Chapter 46, Fire Prevention And Protection, Amending Article III, "Fire Prevention", In Accordance With Florida State Statute 633.202 And 633.208 The "Florida Fire Prevention Code" Adopted By The State Of Florida Fire Marshal In Chapter 69A-60 Of The Florida Administrative Code With Local Amendments, National Fire Protection Association Fire Code - N.F.P.A. 1, Florida 2018 Edition, And National Fire Protection Association Life Safety Code - N.F.P.A. 101, Florida 2018 Edition; Providing For Severability; Repealing All Ordinances Or Parts Of Ordinances In Conflict Herewith; Providing For Codification; And Providing For An Effective Date.

Darrel Donatto, Fire Rescue Chief

Town Attorney Randolph read Ordinance No. 17-2020 by title only on second reading.

Motion was made by Council Member Araskog and seconded by Council Member Moore to adopt Ordinance No. 17-2020. On roll call, the Motion passed unanimously.

XIV. ANY OTHER MATTERS

- A. Public Access and Use of Beaches Between Wells Road and Sunset Avenue.

Kirk W. Blouin, Town Manager

TIME CERTAIN: 1:30 PM

Council President Zeidman announced this was continuation of the special meeting held the previous day. It was announced at the special meeting there would not be public remarks today.

Town Attorney Randolph advised there were legal issues, but most of the issues were policy issues. He discussed how the Council's policy decision to regulate beaches that were not municipal affected people using these public beaches. He advised that Root Trail was an issue unto itself, with legal issues that were still being examined, and urged the Town Council not to make a decision on Root Trail today.

Council President Zeidman asked Town Attorney Randolph to address use of gates and residents having a code to gain access when the gates were closed. Attorney Randolph responded one situation was when ingress and egress were dedicated to the owners of property on a street, and so long as the owners agreed to it they could have gates and a code for their access. The other situation was where the street was dedicated to the use of the public, and in that case one could not differentiate between the people on the street and the public.

Council Member Crampton expressed his opinion that the root cause of this issue was population pressures coming from the west, which had led to documented cases of antisocial behavior. He commented Wells/Sunrise beach was public but also predominately private. The Town had increased police presence, designated public from private, increased parking fees, and closed the beach at 6 p.m., which had been a bridge too far. Council Member Crampton proposed increasing police presence further, clarifying public access issues of Root Trail, using \$15,000 in revenue from increased parking fees to pay for increased police presence, directing the Town Manager to work with Chief Caristo to increase police presence for two months, designate times for dogs to be on and off leash, and change the closing time from 8 to 9 p.m. He commented a decision on Root Trail was needed from the Town Attorney, which would affect how proactive they would be with respect to the prescriptive easement issue. He asked the other members of the Council to think about how seriously they wished to take this issue.

Mayor Coniglio asked staff to respond to questions the Council had the prior day. She discussed renourishment issues and asked for clarification. She felt signage used for municipal beaches was not completely applicable for this beach. She wanted to stake a step back before moving forward, look at other possibilities for funding, and treat access to this beach like other beaches, leaving the gate open. She asked staff to help by responding to facts rather than what if.

Mr. Robert Weber, Coastal Program Manager presented visuals of the mean high water line, and commented the beach was renourished in 2003, 2006, 2015 and 2020. Public beach was east of that line. Town Manager Blouin commented that in the summer this map might not be accurate as to the public portion, because of emergent sand at that time of year. Mr. Weber commented there was a difference between public access and public beach, explaining the Town was controlling public access by locking gates, and to say what people could do on the public beach was something different. If renourishment was not done here, there would be less sand to feed beaches to the south, which could be remedied by placing a large block of sand north of the Breakers. A FEMA dune project was in the process of being scheduled, which would not feed the beaches to the south. Approximately \$2.5M had been spent replacing sand in this area, of which the state would reimburse \$1M. Root Trail ownership was in question, but if those who felt they were owners

wanted to make a donation, the Town could put up a fence and gate with landscaping, leaving the gate open, while ownership was being determined. For state grants, signage must contain the wording “Beach Access”.

Council President Pro Tem Lindsay followed up on her comments from the previous day. She had suggested using the parking fees, but did not know police presence had already been stepped up so significantly. She felt the Council acted hastily and she was in favor of rolling back the municipal rules they had imposed on this non-municipal non-guarded beach. She wanted to be consistent with rules on municipal beaches as opposes to non-municipal.

Council Member Araskog did not want to return to having dog’s off-leash. She commented the website should be better in promoting the municipal beaches, and not having bathrooms on this beach contributed to problems. She felt signage was helping to train people. She asked about damage to sea oats, to which staff response was the damage was from storms. She asked about the legality of having security guards at the public access to which the Town Manager responded that was a good thing for educating the public. He explained the existing monoposts had been placed by residents, and were helpful to the police officers.

Council Member Crampton asked the property owners’ options to improve the adjacent area to create more of a barrier. Staff response was the Town could help by adding more sand and vegetation, but they had not done a lot because the residents’ views would be blocked. The residents could work with the Town or on their own with DEP. Council Member Crampton asked the Town Manager if he and the Police Chief would be willing to work together to come up with an even more aggressive, time-limited visibility program, with education and police presence, possibly for two months with an end date. The Town Manager responded they were already working together on this issue and would continue.

Council President Zeidman announced the Council would focus on regulation of the beach, not legal issues. She reviewed what had been done to date, and items that needed regulation. She asked if Council wanted to change when the beach was open, now sunset to sunrise. Town Attorney Randolph commented there were two approaches which had been discussed and which the Council should address—whether the Town had gone too far in applying existing Municipal Beach regulations to other beaches, and if this area was included then the opening time should be changed. Town Manager Blouin noted the complaints received from residents were that sunset to sunrise was too restrictive. Council President Pro Tem Lindsay favored rolling back that rule, and whether it should be rolled back to nothing or do something that would provide balance. She wanted to wait and see what happened after that.

Council Member Araskog agreed this should not be mixed in with municipal beach rules and should be separated out. Town Attorney Randolph clarified this area did not belong in regulations that applied to municipal beaches. Discussion ensued.

Motion was made by Council President Pro Tem Lindsay and seconded by Council Member Moore to direct staff to prepare an Emergency Ordinance rescinding Ordinance No. 15-2020. On roll call, the Motion passed 4-1 with Council Member Araskog dissenting.

Attorney Randolph clarified these could be emergency ordinances.

Motion was made by Council President Pro Tem Lindsay and seconded by Council Member Moore to prepare an Emergency Ordinance setting out closure of the public beach access points from 9:30 PM to 5:30 AM from Sunset Avenue to Wells Road. On roll call, the Motion passed unanimously.

Dog leash regulations were not changed.

Council Member Araskog preferred signage be left up for a period of time. Staff was directed to provide the correct signage information and this would be reconsidered at the January meeting.

Public Comment:

Mr. Belmar thanked the Council for the meetings yesterday and today, and suggested a Town alert to give public notice that the Emergency Notice would be voted upon tomorrow.

Council President Pro Tem Lindsay asked how often public receptacles were picked up, and the answer was every day. Doggie bags would be placed next to the garbage cans.

Council Member Araskog asked Town Attorney Randolph what the process would be to request mock-ups for buildings. Attorney Randolph advised Town Council would recommend to ARCOM, who would handle this to see if they still wanted to do this. She was asked to bring this up at another time.

XV. ADJOURNMENT

The Town Council Meeting of December 8, 2020 was adjourned at 5:01 PM.

APPROVED:

Margaret A. Zeidman, Town Council President

ATTEST:

Queenester Nieves, CMC, Town Clerk

Date



TOWN OF PALM BEACH

Minutes of the Development Review

Town Council Meeting

Held on December 09, 2020

I. CALL TO ORDER AND ROLL CALL

The Development Review Town Council Meeting was called to order December 09, 2020 at 9:33 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.

Council President Zeidman discussed the emergency ordinances that were placed on the agenda, under X. Any Other Items.

III. COMMENTS OF MAYOR GAIL L. CONIGLIO

Mayor Coniglio requested the addition of the discussion of the RFP for a retail consultant under X. Any Other Items.

IV. COMMENTS OF TOWN COUNCIL MEMBERS

Council Member Araskog requested the addition of a discussion about models for ARCOM under X. Any Other Items.

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 VIII. A. 1 to the January 13, 2021 meeting.

Deferral of Item VIII. C. 1 (a) to the January 13, 2021 meeting.

Deferral of Item VIII. C. 1 (b) to the January 13, 2021 meeting.

Deferral of Item VIII. C. 1 (e) to the January 13, 2021 meeting.

Deferral of Item VIII. C. 2 (c) to the January 13, 2021 meeting.

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

VII. RESOLUTIONS

- A. RESOLUTION NO. 132-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Ratifying And Confirming The Determination Of The Landmarks Preservation Commission That The Property Known As 272 Queens Lane Meets The Criteria Set Forth In Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach; And Designating Said Property As A Town Of Palm Beach Landmark Pursuant To Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach.

Administrative Specialist Churney swore in Emily Stillings, Janet Murphy, and Paul Castro.

No ex-parte communications were declared.

Janet Murphy, Murphy Stillings, presented the landmark designation for 272 Queens Lane.

Mayor Coniglio congratulated the owners for preserving the home.

Motion made by Council Member Araskog and seconded by Council Member Crampton that the Designation Report be made a part of the record. Motion carried unanimously.

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

Motion made by Council Member Araskog and seconded by Council President Pro Tem Lindsay that Resolution 132-2020 be adopted designating the property at 272 Queens Lane as a landmark of the Town of Palm Beach on the basis that it meets criteria 1, 3 and 4 of Section 54-161 of the Town of Palm Beach Code and the Landmarks Preservation Ordinance #2-84. Motion carried unanimously.

- B. RESOLUTION NO. 133-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Ratifying And Confirming The Determination Of The Landmarks Preservation

Commission That The Property Known As 242 Jungle Road Meets The Criteria Set Forth In Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach; And Designating Said Property As A Town Of Palm Beach Landmark Pursuant To Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach.

No ex-parte communications were declared.

Emily Stillings, Murphy Stillings, presented the landmark designation for 242 Jungle Road.

Motion made by Council Member Crampton and seconded by Council President Pro Tem Lindsay that the Designation Report be made a part of the record. Motion carried unanimously.

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

Council Member Araskog thanked the owners for supporting the designation.

Motion made by Council Member Crampton and seconded by Council Member Moore that Resolution 133-2020 be adopted designating the property at 242 Jungle Road as a landmark of the Town of Palm Beach on the basis that it meets criteria 1, 3 and 4 of Section 54-161 of the Town of Palm Beach Code and the Landmarks Preservation Ordinance #2-84. Motion carried unanimously.

- C. RESOLUTION NO. 134-2020 A Resolution Of The Town Council Of The Town Of Palm Beach, Palm Beach County, Florida, Ratifying And Confirming The Determination Of The Landmarks Preservation Commission That The Property Known As 167 Clarendon Avenue Meets The Criteria Set Forth In Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach; And Designating Said Property As A Town Of Palm Beach Landmark Pursuant To Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach.

No ex-parte communications were declared.

Janet Murphy, Murphy Stillings, presented the landmark designation for 167 Clarendon Avenue.

Motion made by Council Member Moore and seconded by Council President Pro Tem Lindsay that the Designation Report be made a part of the record. Motion carried unanimously.

Council President Zeidman called for public comment. There were no

comments heard at this time.

Motion made by Council Member Crampton and seconded by Council Member Araskog that Resolution 134-2020 be adopted designating the property at 167 Clarendon Avenue as a landmark of the Town of Palm Beach on the basis that it meets criteria 1, 3 and 4 of Section 54-161 of the Town of Palm Beach Code and the Landmarks Preservation Ordinance #2-84. Motion carried unanimously.

VIII. DEVELOPMENT REVIEWS

A. **Appeals**

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

This item was deferred to the January 13, 2021 meeting during the approval of the agenda, Item VI.

2. ARCOM Appeal of B-043-2020 1045 S Ocean Blvd

Administrative Specialist Churney swore in Francis Lynch, Maura Ziska, Roger Janssen and Lauren Urquhart.

Planning, Zoning and Building Director Bergman introduced the item.

Ex parte communication was disclosed by Council Member Araskog.

Francis Lynch, attorney representing the owners at 1030 S. Ocean Blvd., presented the arguments for the ARCOM appeal of the property at 1045 S. Ocean Blvd.

Maura Ziska, attorney representing the owners at 1045 S. Ocean Blvd., provided rebuttal arguments and advocated for the project.

Zoning Manager Castro stated that the proposed project met the Code.

Council Member Araskog asked if the project met the height plane requirement. Mr. Castro confirmed that it met Code. Council Member Araskog asked Town Attorney Randolph if ARCOM needed to make their decision based on competent substantial evidence. Town Attorney Randolph confirmed.

Mr. Lynch stated that the building height plane was not on the plans when it was presented to ARCOM.

Council Member Araskog inquired if the application was complete when it was presented to ARCOM. Mr. Castro responded.

Council Member Araskog asked Ms. Ziska if the required information was on the original application. Ms. Ziska responded staff had reviewed it.

Council Member Crampton inquired if the application followed the same

procedures as all other applications. Mr. Castro responded.

Council Member Araskog asked Mr. Lynch why he believed that the application was not complete. to which Mr. Lynch responded.

Council Member Lindsay confirmed that the project did not require a variance. Mr. Castro confirmed that a variance was not required.

Council Member Moore stated that staff was stating a variance was not required and she depended on them for proper information. She commented there were no guarantees the view would not be changed, and homeowners had a reasonable right to be able to build on their property.

Council Member Araskog commented the ARCOM ordinance was not written as Mr. Lynch was interpreting it.

Motion made by Council Member Crampton and seconded by Council Member Moore to deny the ARCOM Appeal of B-043-2020 1045 S Ocean Blvd.

Zoning Manager Castro stated he looked at the plans that had been submitted and the building height plane had not been included on the original plans. Council Member Araskog inquired if the height plane should have been included. Mr. Castro responded that the plan met code.

Motion carried unanimously.

B. Time Extensions and Waivers

1. Time Extension for 259 Worth Avenue

Planning, Zoning and Building Director Bergman presented photos of the current state of the building.

Administrative Specialist Churney swore in Andres Rodriquez.

Andres Rodriguez, Shawmut Construction, provided an update on the project.

Planning, Zoning and Building Director Bergman explained the request.

Council President Pro Tem Lindsay inquired from staff about the project being a shell instead of a completed building. Mr. Bergman indicated he learned about it only last week, and estimated it would be about 50% complete. Council President Pro Tem Lindsay expressed disappointment that the Council had been operating under the wrong information and recommended strong conditions.

Ms. Ziska confirmed for Council Member Araskog the project was being built as originally presented and were installing grass. Council Member Araskog did not want work during the Christmas holiday and first week of January.

Council Member Moore agreed with Council Pro Tem Lindsay and Council Member Araskog, and stated her understanding was that the building was to be a complete building.

Council Member Crampton expressed his displeasure and favored not allowing any work during the holiday season and restarting in January.

Mayor Coniglio concurred with the other Council members that the project should wait, and hold to the requirements of a Worth Avenue project.

Council Member Araskog agreed they should wait until May.

Council Member Crampton agreed.

Council President Zeidman called for public comment.

Jane Holzer, owner of the project, expressed concern for the ongoing project at 259 Worth Avenue.

Daren Rubinfeld, 247 Worth Ave., Ste. A., expressed his concern for the noise of the ongoing project at 259 Worth Avenue.

Mr. Rodriguez asked Council to reconsider and give a 60-day extension.

Ms. Ziska suggested compromise by allowing the work to continue until the restaurant opened.

Council President Zeidman suggested a one-week extension. Discussion ensued, including Ms. Holzer asking for time to clean before she opened.

Council President Zeidman noted the New York owners' interests did not necessarily align with those of Palm Beach and its residents.

Motion made by Council President Pro Tem Lindsay and seconded by Council Member Araskog to allow the time extension to December 18, 2020, with additional work to be allowed during the week of January 4, 2021 to January 9, 2021, with no further work to occur until May 1, 2021. This approval is conditional on being sensitive to the neighbors and if any complaints are received by Wayne Bergman, he has the ability to shut the job down. Motion carried unanimously.

Please note: A short break was taken at 11:28 a.m. The meeting resumed at 11:42 a.m.

C. 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] Request For Deferral To the January 13, 2020 Meeting Per Letter From James M. Crowley.

This item was deferred to the January 13, 2021 meeting during the approval of the agenda, Item VI.

- b. **Z-20-00269 VARIANCES** Zoning District: R-B Low Density Residential The application of John Criddle and Franny Frisbie, Applicant, relative to property located at **143 REEF RD**, legal description on file, is described below. The applicant is proposing to construct a new 597 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 5 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 105 degrees in lieu of the 100 degrees maximum allowed. [Applicant's Representative: Maura Ziska Esq] [Architectural Review Commission Recommendation: Implementation of the proposed variance will not cause negative architectural impact to the subject property. Motion carried 4-3.] [The Architectural Review Commission approved the project as presented. Carried 4-3.]

Maura Ziska, attorney for the owners at 143 Reef Road, requested a deferral to the February 10, 2021 Town Council Meeting.

Motion made by Council Member Araskog and seconded by Council Member Moore to defer the project to the February 10, 2021 meeting. Motion carried unanimously.

- c. **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 south east 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 the landscape, service gate and paint colors to return to the November 20, 2020 meeting. Carried 6-1.] Request For Deferral to the January 13, 2021 Meeting Per Letter from Maura Ziska.

This item was deferred to the January 13, 2021 meeting during the approval of the agenda, Item VI.

- d. **Z-20-00291 VARIANCE(S)** Zoning District: R B Low Density Residential. The application of Andreas Brandt, applicant, relative to property located at **756 HI MOUNT RD**, legal description on file, is described below. The applicant is modifying the application to reduce the number of variances being requested for a new 10,371 square foot, two story residence, with a 5,378 square foot sub-basement, on the subject property, that will require the following variances: Section 134 2 and 134 1611: The proposed sub-basement is under the confines of the building above it and also below the lowest grade of the public street (Hi Mount Road) in front of the lot, however, it is not completely underground as required by code. A variance is being requested to allow a proposed sub-basement where a portion is not completely underground as there is a substantial change of grade from Hi Mount Road to Lake Trail. [Applicant's Representative: Maura Ziska Esq] [Architectural Review Commission Recommendation: Implementation of the proposed variance will not cause negative architectural impact to the subject property. Carried 7-0.] [The Architectural Review Commission approved the project as presented. Carried 7-0.]

Ex parte communication was disclosed by Council Members Moore and Araskog, Council President Zeidman, and Council President Pro Tem Lindsay.

Administrative Specialist Churney swore in Brian Vertesch and Rich Leja.

Maura Ziska, attorney for the owner, introduced the item and discussed the variance request.

Brian Vertesch, SMI Landscape Architecture, presented the landscape and hardscape plans for the project, which included the request for the variance.

Ms. Ziska discussed the hardship for the variance.

Zoning Manager Castro provided staff comments.

Council Member Araskog thought this was a great example of the architects working with the Architectural Review Commission.

Mr. Castro stated that the condenser units cannot exceed 25 square feet.

Motion made by Council Member Araskog and seconded by Council President Pro Tem Lindsay, that Variance Z-20-00291 shall be granted 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, and to follow the 25 square foot rule as stated by Zoning Manager Castro.

Council President Zeidman called for public comment.

Jamie Crowley, attorney representing the neighbors, thanked the professionals for working with them. Mr. Crowley inquired if Ms. Ziska could confirm the movement of the generator. Ms. Ziska deferred to the Architect, who confirmed drawings showing the generator in the new location had been approved by Staff. Mr. Crowley suggested if construction began to fall behind that extended construction hours be granted to work during the summer.

Motion carried unanimously.

e. 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 January 13, 2021 Meeting Per Letter From Maura Ziska.

This item was deferred to the January 13, 2021 meeting during the approval of the agenda, Item VI.

2. **New Business**

- f. **Z-20-00297 VARIANCE(S)** Zoning District R-B Low Density Residential The application of Rotman+ Property Partnership, applicant, relative to property located at **256 RIDGEVIEW DR**, legal description on file, is described below. The Applicant is requesting a variance to construct a 66.5 square foot first floor addition on the east side of the existing house with a side yard setback of 10.16 feet in lieu of 12.5 feet minimum required. [Applicant's Representative: Tim Hanlon Esq]

Administrative Specialist Churney swore in Patrick O'Connell, Dustin Mizell and M. Timothy Hanlon.

No ex-parte communications were declared.

M. Tim Hanlon, attorney for the owner, provided an overview of the project and explained the variance requested. Mr. Hanlon discussed the hardship for the variance requested.

Mr. Castro provided staff comments.

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

Motion made by Council Member Araskog and seconded by Council President Pro Tem Lindsay, that Variance Z-20-00297 shall be granted 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 with the condition that ARCOM finds that the variance will not negatively impact the architecture and approves the architecture. Motion carried unanimously.

- g. **Z-20-00298 VARIANCE** Zoning District: R-AA Large Estate Residential. The application of Paul Tudor Jones II, Applicant, relative to property located at **1300 S OCEAN BLVD**, legal description on file, is described below. Section 134 794: A request for variance to construct a 70 square foot, 3rd story hallway addition to connect the existing nonconforming two bedroom wings on the 3rd floor of a landmark house where only two stories is the maximum allowed in the R AA Zoning District under today's zoning code. [Applicant's Representative: Maura Ziska Esq] Landmarks Preservation Commission Recommendation: Implementation of the proposed variances will not cause negative impact to the subject landmarked property. Carried 7-0.] [The Landmarks Preservation Commission approved the project with a condition. Carried 7-0.]

Ex parte communication was disclosed by Council Member Moore.

Administrative Specialist Churney swore in Allan Shope.

Maura Ziska, attorney for the owner, introduced the item and discussed the variance request.

Allan Shope, architect, presented the project and explained the need for the variance request.

Zoning Manager Castro provided staff comments.

Council Member Crampton made a motion, seconded by Council Member Moore, that Variance Z-20-00298 shall be granted 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 , 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.

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

Motion carried unanimously.

- h. **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] Request for Deferral To The January 13, 2021 Meeting Per Letter from James M. Crowley.

This item was deferred to the January 13, 2021 meeting during the approval of the agenda, Item VI.

- i. **Z-20-00301 VARIANCE(S)** Zoning District: R-B Low Density Residential The application of Bethesda by the Sea Church, Applicant, relative to property located at **141 S COUNTY RD**, legal description on file, is described below. Bethesda by the Sea Church requests a variance for an increase in the overall height from the existing 87 feet to a proposed 96 ft. of the church's bell tower in the R B district where the maximum overall height limit is 30 ft. Specifically, the request is to allow the installation of a nine foot tall lightning suppression device centrally located on top of the church's 87 foot tall bell tower. [Applicant's Representative: Harvey E Oyer III Esq] [Landmarks Preservation Commission Recommendation: Implementation of the proposed variances will not cause negative impact to the subject landmarked property. Carried 7-0.] [The Landmarks Preservation Commission approved the project as presented. Carried 7-0.]

Ex parte communication was disclosed by Council Members Moore, Araskog and Crampton.

Administrative Specialist Churney swore in Harvey Oyer.

Harvey Oyer, III, attorney for Bethesda by the Sea Church, presented the item and discussed the variance request.

Zoning Manager Castro provided staff comments.

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

Motion made by Council Member Crampton and seconded by Council Member Araskog, that Variance Z-20-00301 shall be granted 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.

- j. **Z-20-00302 VARIANCE(S)** Zoning District: R B Low Density Residential The application of 346 Seaspray LLC (Guy Rabideau, Trustee), Applicant, relative to property located at **346 SEASPRAY AVE**, legal description on file, is described below. A request for a flood plain variance in order to construct the previously approved additions, consisting of a 161 square foot addition to the existing loggia (which will be enclosed into a/c space); an 877 square foot two story addition to the northeast side of the property for a new garage and an upper level studio, and a 443 square foot pool loggia addition to the east side of the property all with a finished floor elevation of 3.13 feet North American Vertical Datum ("NAVD") in lieu of the 6 foot NAVD required when construction exceeds 50% of the market value of the residence. [Applicant's Representative: Maura Ziska Esq]

Administrative Specialist Churney swore in Mr. Portuondo.

No ex-parte communications were declared.

Maura Ziska, attorney for the owner, introduced the item, which was the first historically significant project, and discussed the variance request.

Council Member Lindsay was supportive of the variance.

Zoning Manager Castro provided staff comments in support.

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

Council Member Araskog made a motion, seconded by Council President Pro Tem Lindsay, that Variance Z-20-00302 shall be granted 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.

- k. **Z-20-00303 SPECIAL EXCEPTION WITH SITE PLAN REVIEW** Zoning District: C TS Town Serving Commercial
The application of 2875 S Ocean Blvd LLC (Kenneth Silverman, Manager), Applicant, relative to property located at **2875 S OCEAN BLVD, STE 101 & 103**, legal description on file, is described below. A request for special exception with site plan approval pursuant to Condition #2 in the original 1980 approval to construct the existing building on the subject property (Special Exception #25 80). The condition requires any use other than an office and professional services to obtain Town Council approval. This request is to allow a 790 square foot expansion of the existing Acqua Cafe in order to add a take-out only part of the restaurant (Acqua Cafe Express/Suite 103) with no seating. The total restaurant size will be 2,990 square feet. The hours are proposed to be 11:00 AM to 9:00 PM daily. [Applicant's Representative: Maura Ziska Esq]

Attorney Maura Ziska explained the change in the request to the Council, which was to drop the request for takeout space but still have the door, which would instead lead into a storage space.

Zoning Manager Castro provided staff comments that the storage should be back of the house, not viewed from the front.

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

Council Member Crampton inquired if any changes would be seen from the front. Ms. Ziska responded the changes would only

be interior.

Council Member Araskog inquired about a possible condition of approval. Zoning Manager Castro responded.

Council Member Crampton moved and Council Member Moore seconded, that Special Exception Z-20-00303 shall be granted based upon the finding that such grant will not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code have been met, and that area has already been underground and as modified by the applicant to allow storage for back of the house, and conditioned on administrative approval. Motion carried unanimously.

Motion was made by Council Member Crampton, and seconded by Council President Pro Tem Lindsay, that Site Plan Z-20-00303 be 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 that subsequent Administrative Review shall be allowed and that the modification occur so that the space can be used for backup house uses. Motion carried unanimously.

1. **Z-20-00304 VARIANCE(S)** Zoning District: R C Medium Density Residential The application of Mark D Gilbert, Applicant, relative to property located at **323 CHILEAN AVE**, legal description on file, is described below. The applicant is proposing to renovate and demolish the existing residence by more than 50% cubic footage and raise the existing landmarked house from the 3.73 foot NAVD finished floor elevation to 7 feet NAVD finished floor elevation to meet the new FEMA regulations. The applicant is also proposing to slightly shift the house to the east to allow for a wider driveway to the rear guest house/garage. The following variances are being requested: Section 134 949 & 134 446(b) & 134 419: Request for a variance to demolish more than 50% by cubic footage which requires a variance to rebuild the house on a nonconforming lot with area of 9,395 square feet in lieu of the 10,000 square feet minimum required. Section 134 948 (6): to allow a 7.67 foot east side yard setback for the 49 square foot one story loggia with second floor deck above in lieu of the 10 foot minimum required in the R C Zoning District. Section 134 1757: to allow a swimming pool with an 8.6 foot east side yard setback in lieu of the 10 foot minimum required. Section 134 1607: to allow a chimney with a height of 34.7 feet in lieu of the 32.7 foot maximum allowed. Section 134 948 (7): to allow a new outside

staircase in the rear of the guest house/garage with a 5.7 foot rear yard setback in lieu of the 15 foot minimum required. Section 134 948 (11): to allow the non conforming landscape open space to remain at 38.2% in lieu of the 45% minimum required. [Applicant's Representative: Maura Ziska Esq] [Landmarks Preservation Commission Recommendation: Implementation of the proposed variances will not cause negative impact to the subject landmarked property. Carried 7-0.] [The Landmarks Preservation Commission approved the project with conditions. Carried 7-0.]

Administrative Specialist Churney swore in Tod Elliot.

Ex parte communication was disclosed by Council Member Araskog.

Maura Ziska, attorney for the owner, introduced the item and discussed the variance request.

Tod Elliot, Wadia Associates, presented the plans for the proposed project and explained the variance request.

Zoning Manager Castro provided staff comments on the history of the house.

Council Member Araskog inquired if there was a way to get more landscaping on the lot. Mr. Elliot responded. Council Member Araskog inquired about the hardship. Ms. Ziska responded.

Council Member Crampton thought this was a landmarked property that was deteriorating and hoped it would be preserved. Many members agreed.

Council President Pro Tem Lindsay encouraged adding more native landscaping.

Council Member Araskog inquired of staff if any Ficus Benjamina or Ficus Nitida would need to be replaced if a certain percentage of the landscaping was replaced. Mr. Castro responded. Mr. Elliot clarified there were no existing plants worth saving.

Motion made by Council Member Crampton and seconded by Council Member Araskog, that Variance Z-20-00323 shall be granted 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 President Zeidman called for public comment. There were no comments heard at this time.

IX. ORDINANCES

A. **Second Reading**

1. ORDINANCE 16-2020 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 VIII, Supplementary District Regulations, Section 134-1728 Air Conditioning And Swimming Pool Heating Equipment, By Changing The Title; Reorganizing The Regulations; Allowing The Use Of A Neighbor's Concrete Wall For Screening Said Equipment; Providing For A Recorded Agreement With The Town To Build A Screening Wall As Provided For In The Code Should The Neighbor Remove Their Wall; Providing A Maximum Distance That Swimming Pool Equipment Can Be Located From A Swimming Pool Or Fountain; At Article VIII, Supplementary District Regulations, Section 134-1729, Generators And Swimming Pool Equipment, By Modifying The Title And Generator Regulations; Moving Swimming Pool Equipment Into Section 134-1728 Of The Code; Allowing More Than One Generator On A Property And Allowing The Use Of A Neighbor's Concrete Wall For Screening Said Equipment; Providing For A Recorded Agreement With The Town To Build A Screening Wall As Provided For In The Code Should The Neighbor Remove Their Wall; Providing For Severability; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

Town Attorney Randolph read Ordinance 16-2020 into the record.

Motion made by Council Member Crampton and seconded by Council Member Moore to approve Ordinance 16-2020 on second reading. Motion carried unanimously.

Please note: A short break was taken at 1:00 p.m. The meeting resumed at 1:17 p.m.

X. ANY OTHER MATTERS

A. **ARCOM's Request to Consider Demolitions**

Council Member Araskog thought the item should be deferred until the results of the Historic Site Surveys had been received.

Council Member Crampton commented he was happy to go with the consensus

on this item.

Council President Zeidman and Mayor Coniglio were not convinced that the Historic Site Surveys would alter the discussion.

Council Member Lindsay felt the Historic Survey might show buildings that should be on the landmarks list for the next year, and expressed her willingness to discuss this today.

Council Member Moore understood Ms. Araskog's point of view but thought the conversation should occur.

Mayor Coniglio thought the conversation would have no bearing on the Historic Site Surveys.

Council President Zeidman called for public comment.

Amanda Skier, Preservation Foundation of Palm Beach, requested that more time be taken to a holistic view of the topic, and she felt there was much more to be gained by waiting until all of the information was gathered.

Motion made by Council Member Araskog and seconded by Council President Pro Tem Lindsay to defer the discussion for two months, to the February 10, 2021 meeting. Motion carried 3-2 with Council Member Moore and Council President Zeidman opposed.

Mr. Falco read a comment into the record from Jay Serzan, "So let us assume there are 2,000 properties on the new survey. Then what? Are you going to say that any property on the survey will then be sent to LPC first? This subject does not get any better with age."

Motion carried unanimously.

B. Models/Mock Ups for ARCOM

Council Member Araskog requested the ability to have ARCOM discuss the possibility of Models and Mock Ups.

Council Member Crampton stated his decision would have to do with cost of the mock ups.

Council Member Moore commented she was not in favor of only a Worth Avenue mockup, and the renderings showed more visibility than previously discussed.

Council Member Lindsay asked Mr. Bergman if he recalled the same request from ARCOM. Mr. Bergman stated that he was not at the meeting.

Mayor Coniglio worried about the details of the request for a mock up.

Council President Zeidman did not have a problem with ARCOM discussing the issue but was concerned about the criteria.

Council Member Lindsay thought Mr. Bergman should query the issue with ARCOM.

Council President Zeidman called for public comment.

John David Corey, ARCOM Commissioner, advised how mock ups are used in Boston and how they could be used in commercial districts in the Town.

A consensus of the Town Council was to let ARCOM discuss the issue of mock ups and the Planning Zoning and Building Director to gauge interest.

C. Discuss RFP for Retail Consultant

Mayor Coniglio requested Laurel Baker's report on what had occurred at a live forum.

Council Member Crampton favored the RFP. He suggested the possibility of including a public meeting and covering the cost by fundraising and 10% donation from the Town.

Council President Pro Tem Lindsay indicated she was happy to look at other areas than Worth Avenue but was not clear on the study area, which was not included in the document. She wanted that information before making a decision.

Mayor Coniglio did not see the need to rush the approval, and would like to have more details and wait a month to discuss the issue.

Council Member Araskog agreed with Mayor Coniglio, and preferred to wait for more information. She felt this would turn out to be more costly than anticipated.

Council President Zeidman disagreed, stating the study areas were Worth Avenue, South County Road, a little of North County Road, Main Street, and Royal Poinciana Plaza. She commented this was just a start, to select a consultant, and then the details would come. This process would take months, then come to Council for approval. She preferred to get started.

Council Member Crampton agreed with Council President Zeidman, and commented the answers to the questions from Council Members couldn't be figured out until the work had been done. He thought the process should get started.

Council President Pro Tem Lindsay asked about the scope. Deputy Town Manager Boodheshwar responded this was only a draft and staff was working on assembling all the reference material. He confirmed this was retail only. Council President Pro Tem Lindsay requested changes be made to the RFP to designate specific retail areas.

Council Member Araskog stated she thought the RFP was very broad and nothing was included defining the scope and other things.

Council President Zeidman disagreed, pointing out it talked about the scope broadly as meetings with staff and stakeholders, Town staff, Planning and Zoning, Town Council, and individual business and property owners.

Council Member Araskog stated she was not in favor of moving forward until the other study was received.

Council Member Crampton read from the RFP: 'Final consultant engagement selection is subject to the approval of the Town Council'. He pointed out that changes could be made at that point.

Deputy Town Manager Boodheshwar commented the RFP had been started with a broad scope, but could be narrowed before a contract was entered into.

Council President Pro Tem Lindsay requested the scope be narrowed and said she would like the study area to be a little narrower.

Deputy Town Manager Boodheshwar indicated staff was happy to update this draft to scope and deliverables and provide that to Council with any attachments, however, it was highly unorthodox for Council to approve a final RFP before it was put out. Discussion ensued.

Council requests were for staff to refine and define the RFP, hold a meeting for public input, and specifically focus on the study areas and name them, and draw a line around the areas. Director of Planning, Zoning and Building Bergman suggested including the zoning map and highlighting those zoning districts that should be studied.

Deputy Town Manager Boodheshwar described the process going forward.

Motion made by Council Member Crampton and seconded by Council Member Moore, to proceed with the process for an RFP retail consultant, subject to further advice review and by staff and reactions from Council, then move forward with due and deliberate speed so that the work does get started as soon as possible and not to wait a month, to focus on retail and to name the areas of retail. Motion carried by unanimous vote.

D. Emergency Ordinance(s) to Modify Town Code Relative to Beaches and Public Access Areas Between Sunset Avenue and Wells Road.

Town Attorney Randolph announced an amendment to the second ordinance title because he had neglected to include a section number. It would be to state that we are going 'to provide for a new Article Five titled beach Access Closure, including a new section 74-281, titled

Closure of Access from Wells Road south to Sunset Avenue’. Also, the body would be modified slightly. Attorney Randolph stated when he read that ordinance he would read in that change to the title.

Ordinance 19-2020 – Rescinds Ordinance 15-2020

Town Attorney Read Ordinance 19-2020 on first reading by title only.

Motion made by Ms. Araskog and seconded by Council Member Moore to approve Ordinance 19-2020 on first reading. Motion carried unanimously.

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

Ordinance 20-2020

Town Attorney Randolph advised that upon passage of this ordinance, the code enforcement ordinance would have to be modified to list the new section as one of those included within code enforcement, which could be done at a subsequent meeting.

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

Town Attorney Randolph read Ordinance 20-2020 into the record on first reading by title only, including the newly modified section.

Council Member Crampton questioned the word “punished” in the ordinance. Town Attorney Randolph agreed to a change.

Town Attorney Randolph advised section one had to be modified the same way as the title, and would say ‘is hereby amended to include a new Article five titled Beach Access Closure, including a new section 74-281 title Limited Closure of Access from Wells Road south to Sunset Avenue’.

Motion made by Council Member Crampton and seconded by Council Member Moore to approve Ordinance 20-2020 as amended on first reading. Motion carried unanimously.

XI. ADJOURNMENT

The meeting was adjourned at 2:25 p.m. without the benefit of a motion.

APPROVED:

Margaret Zeidman, Town Council President

ATTEST:

Kelly Churney, Administrative Specialist

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2021

Section of Agenda

Minutes

Agenda Title

Approval of Major Matters Considered by the Architectural Review Commission at its Meeting of December 18, 2020.

Presenter

Wayne Bergman, Director of Planning, Zoning and Building

ATTACHMENTS:

- ▣ **Memorandum Dated December 22 2020 from Wayne Bergman, Director of Planning, Zoning and Building**
- ▣ **Minutes of the Architectural Review Commission Meeting of December 18, 2020**

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 2020

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 December 18, 2020

Date: December 22, 2020

STAFF RECOMMENDATION

Staff recommends that the Town Council approve the major items that were approved by ARCOM at the regularly scheduled meeting of December 18, 2020.

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 December 18, 2020.

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 FRIDAY, DECEMBER 18, 2020

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 9:00 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
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 (arrived 9:04 a.m.)
Edward A. Cooney, Alternate Member	PRESENT

Staff Members present were:

Wayne Bergman, 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
Bradley Falco, Zoning Technician
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.

Mr. Small congratulated Betsy Shiverick on becoming the Chairwoman of the Preservation Foundation of Palm Beach.

Mr. Small reviewed the administrative procedures for the meeting.

Mr. Small stated that the Town Council had deferred the conversation regarding the demolitions to the February 10, 2020 meeting.

- V. **APPROVAL OF THE MINUTES FROM THE NOVEMBER 20, 2020 MEETING**
Motion made by Mr. Garrison and seconded by Mr. Corey to approve the minutes from the November 20, 2020 meeting. Motion carried unanimously.

VI. **APPROVAL OF THE AGENDA**

Mr. Small announced the following changes to the agenda:

Deferral of B-073-2020, 1015 S. Ocean Blvd to the January 27, 2021 meeting
Deferral of A-024-2020, 159 Seaspray Ave. to the January 27, 2021 meeting
Deferral of A-040-2020, 130 Sunrise Ave., PH 1 to the January 27, 2021 meeting
Withdrawal of A-053-2020, 415 Hibiscus Ave. from the agenda
Withdrawal of A-070-2020, 870 S. Ocean Blvd. from the agenda
Deferral of A-072-2020, 355 Hibiscus Ave. to the January 27, 2021 meeting

Motion made by Mr. Garrison and seconded by Mr. Corey to approve the agenda as amended. Motion carried unanimously.

VII. **PROJECT REVIEW**

A. **CONSENT AGENDA OF MINOR PROJECTS**

1. **A-051-2020 Landscape/Hardscape**
Address: 1285 N. Lake Way
Applicant: Farley Rehtschler
Professional: Dustin Mizell/Environment Design Group
Project Description: Addition of a pool in the rear yard. Modified hardscape and landscape within areas associated with pool addition.

2. **A-063-2020 Modifications**
Address: 111 Atlantic Ave.
Applicant: PB Beach House Trust (Justin McInerney, Trustee)
Professional: Keith Williams/Nievera Williams Design
Project Description: Driveway Addition; new curb cut to be added along Atlantic Ave. Proposed material for driveway additional/grass pavers.

Call for disclosure of ex parte communication.

3. **A-066-2020 Modifications**
Address: 200 El Vedado
Applicant: Joseph Allen

Professional: Dustin Mizell/Environment Design Group
Project Description: Existing gravel driveway apron and garage entrance to be replaced with Chicago brick paving in herringbone pattern with border.

Call for disclosure of ex parte communication.

4. A-068-2020 Landscape/Hardscape/Modifications

Address: 225 Mockingbird Trail

Applicant: Dan Castro

Professional: Claudia Visconti/SMI Landscape Architecture

Project Description: New pool, spa and water features in rear. New hardscape in rear garden. New landscaping throughout. New front door.

Call for disclosure of ex parte communication.

5. A-073-2020 Landscape/Hardscape

Address: 1744 S. Ocean Blvd.

Applicant: 1744SOL LLC (Che Wei Kuo, Agent)

Professional: Che Wei Kuo/Fernando Wong

Project Description: Site work, including the addition of a spa to the pool area.

Terracing of the steps in the back of the residence. Updating landscaping in those areas with the addition of a fountain.

6. A-074-2020 Flag Pole

Address: 4 Via Los Incas

Applicant: Janet Tigges

Professional: Mario Nievera/Nievera Williams Design

Project Description: Proposed flagpole at front entrance

Please note: This item was pulled from the consent agenda.

7. A-075-2020 Landscape/Hardscape

Address: 120 Algoma Rd.

Applicant: M. Weldon "Sandy" Rogers, IV

Professional: Nievera Williams Design

Project Description: Adjustment of previously ARCOM approved plan. Proposed change in materials for driveway and rear yard terraces. Minor adjustment to layout of rear terraces. Proposed minor changes in planting materials.

Motion made by Mr. Corey and seconded by Mr. Garrison to approve the consent agenda as amended. Motion carried unanimously.

B. ITEMS PULLED FROM CONSENT AGENDA

A-074-2020 Flag Pole

Address: 4 Via Los Incas

Applicant: Janet Tigges

Professional: Mario Nievera/Nievera Williams Design
Project Description: Proposed flagpole at front entrance

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

Cory Meyer, Nievera Williams Design, presented the proposed flag pole.

Mr. Small inquired about the size of the flag. Mr. Meyer responded.

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

Mr. Small called for staff comments. Ms. Van Onna stated that staff did not have any comments.

Ms. Shiverick thought the pole was tall compared to the residence. She suggested reducing the pole to the height of the pediment over the front entrance.

Mr. Meyer stated he could reduce the pole so that the pole would be more in line with the pediment.

Mr. Floersheimer inquired if the flag would be raised and lowered as well as if the flag would be lit. Mr. Meyer confirmed it would be raised and lowered and would not be lit.

Ms. Grace inquired if the flag pole would be better located in the center of the property. Ms. Shiverick clarified her comment.

Motion made by Ms. Shiverick and seconded by Ms. Grace to approve the project as presented with the condition that the pole height is reduced to the height of the front entrance pediment. Motion carried unanimously.

C. DEMOLITIONS AND TIME EXTENSIONS

1. B-077-2020 Demolition

Address: 358 El Brillo Way

Applicant: Laurel Inc., A U.S. Virgin Islands Corporation (Darren K. Indyke, Secretary)

Professional: Daniel Menard/LaBerge & Menard, Inc.

Project Description: The applicant proposes the demolition of the existing structures at 358 El Brillo Way.

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. Menard agreed to the easement.

Mr. Menard presented the architectural plans as well as the landscape and hardscape plans for the proposed demolition.

Mr. Small inquired about the screening and the debris removal. Mr. Menard responded and stated the owner confirmed that the debris would be removed from El Brillo Way.

Mr. Small called for public comments.

Harold Smith, representing Virginia Mortara, owner of 319 El Vedado Road, stated the concerns of Ms. Mortara and requested that the approval of the demolition include the five conditions stated in her letter that she sent to the Town. Mr. Smith requested that some specific vegetation could remain for the privacy of Ms. Mortara.

Mr. Small called for staff comments. Ms. Van Onna stated that staff did not have any comments.

Ms. Grace inquired about Ms. Mortara's request to keep the specific vegetation. Mr. Menard stated that the owner would agree to all of Ms. Mortara's conditions, including keeping the specific vegetation.

Mr. Smith requested to see the landscape demolition plan so that he could confirm the vegetation to remain. Mr. Menard presented the landscape demolition plan. Mr. Smith confirmed that this was the plan that had been agreed upon on the site with Ms. Mortara.

Ms. Shiverick expressed a concern for one of Ms. Mortara's conditions that related to the request that no vibrating machinery would be used. Mr. Smith responded.

Motion made by Mr. Corey and seconded by Ms. Grace that the proposed demolition at 358 El Brillo Way has met the conditions listed in Sec. 18-206 of the Town's code of ordinances and to approve the project as presented with the conditions that all of Ms. Mortara's requests in the letter sent to the Town are met. 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-074-2019 Additions & Modifications – *INFORMAL PRESENTATION***
ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SPECIAL EXCEPTION WITH SITE PLAN REVIEW AND VARIANCE(S)
Address: 125 Worth Avenue

Applicant: 125 Worth Partners LLC

Professional: Jose Luis Gonzalez Perotti/Portuondo Perotti Architects

Project Description: The project consists of the façade renovation and addition to an existing four-story 1970's building. The fourth-floor structure will be removed and replaced with four new luxury residential apartments, and trellis gardens. The façade will be renovated with new architectural screens, white brick veneer and exposed concrete accents that will enhance the aesthetic of the building for its users and pedestrians alike. The addition component consists of a new one-story commercial structure with a roof top trellised courtyard and a two-story elevator tower.

ZONING INFORMATION: A request for 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 feet in lieu of the 49 feet 2 inches existing and the 25-foot 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 feet 4 inches in lieu of the 53 feet 8 inches existing and the 35-foot maximum allowed by current code. 5. Per Section 134-419, a 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-foot 1 inch for portions of the building in lieu of the 5 feet existing and the 5 feet minimum required on the private property. The sidewalk is required to be a minimum of 10 feet wide and this proposal is a minimum of 8 feet 2 inches in the area where the sidewalk is only 1 foot 1 inch 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 66% 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.

Project history:

December 2020 – Deferred to February 26, 2020 at request of applicant.

February 2020 – Deferred to March 25, 2020 at request of attorney & (neighbors).

March 2020 – Deferred to April 29, 2020 due to COVID-19

April 2020 – Deferred to May 27, 2020 due to COVID-19

May 2020 – Deferred to June 24, 2020 at request of attorney (neighbors request).

June 2020 – Deferred to July 29, 2020 at request of attorney (neighbors request).

July 2020 – Deferred to November 20, 2020 at request of attorney.

November 2020 – Deferred to December 18, 2020 at recommendation of staff.

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

Mr. Small stated that while the presentation would move forward, there would be no vote on the project.

James Crowley, attorney for the applicant, provided a brief history of the project and provided an explanation of the variances that were now being requested.

Rafael Portuondo, Portuondo Perotti Architects, presented the architectural modifications proposed for the existing commercial building.

Chuck Yannette, Parker Yannette Design Group, Inc., presented the landscape and hardscape plans modifications proposed for the existing commercial building.

Robert Frisbie, owner, stated that he had been trying to work hard with the neighbors to meet their requests.

Mr. Small called for public comments.

Ellyn Bogdanoff, attorney representing The Kirkland House, reviewed the objections of The Kirkland House, particularly the previously proposed restaurant on the east end of the building.

M. Tim Hanlon, attorney representing The Winthrop House, reviewed the concerns of The Winthrop House, particularly the proposed height and parking issues.

Mr. Small called for staff comments. Mr. Castro provided staff comments regarding the zoning requests.

Mr. Crowley discussed how they planned to address the traffic and parking issues.

Mr. Frisbie addressed Mr. Hanlon's comments regarding the building height.

Mr. Castro stated that the parking issues were not under the purview of the Commission but added that staff would address the parking with the Town Council Members.

Mr. Garrison was in favor of the addition of the residential units on the top of the building. He inquired about the criteria for increasing the usage of the space. He thought the trash location and collection should be addressed. He thought the improvements would enhance the building. He also inquired about the ADA access for the building.

Mr. Portuondo explained the proposed ADA access for the building.

Mr. Ives stated that he could not support the project because he thought the bones of the structure did not align with a mixed use building.

Ms. Grace asked Mr. Castro to explain the variances. Mr. Castro addressed Ms. Grace's questions about the variances. Ms. Grace agreed with Mr. Garrison and requested to see the plans for the garbage and garbage collection. She thought there was a disconnect between the first floor and the floors above. She was in favor of how the professionals tried to soften the upper floors but thought the first floor remained cold and commercial. She questioned the dark wood on the eastern end of Worth Avenue, where she believed the area had a more Mediterranean feel. She recommended the possibility of using a lighter wood.

Mr. Corey inquired if the Worth Avenue Guidelines would apply to this project. Ms. Van Onna stated they would apply to the project. He thought the Commission should have the Guidelines when reviewing the project. Mr. Corey pointed out how the original front elevation massing was broken up into five sections while the proposed was not and felt very horizontal. He questioned the proposed detailing as well as the dark wood balconies and windows. He questioned the coral base and its relationship to the dark wood balconies. He was not in favor of the bay windows as well as the fire escape on the rear of the building. He requested to see the location of the mechanical equipment. He liked the garden in the back northwest corner but requested that it be more connected to the street. He also made suggestions for the southeast hardscape plan.

Mr. Smith questioned the fact that they indicated that the top floor would not be seen from the street. He thought the detailing was dark and heavy and did not belong in Palm Beach. He was not in favor of the fire escape. He questioned the windows proposed. He thought the building could use a facelift but did not believe that this was the solution.

Ms. Catlin thought the character of the building was totally lost with the proposed changes. She thought the surrounding buildings were simpler in their design while the proposed was too busy. She liked some of the ideas but thought the proposed had gone overboard in the design.

Mr. Floersheimer agreed with the comments of the fire escape, how the building fit into the area, the balconies, whether the top floor would be seen, and the proposed reduction of the sidewalk. He suggested moving the water feature to the northeast corner.

Mr. Cooney thought the 100 block of Worth Avenue has always been out of step of Worth Avenue. He was in favor of the changes.

Mr. Small questioned the fourth floor and asked why the second and third floor were not expanded into residential. He was not in favor of the fire escape in the

rear. He also questioned the garbage location on the east side and thought it should be moved to the west side.

Ms. Shiverick appreciated the changes but agreed with Mr. Ives and Ms. Grace that the balconies and railings appeared very heavy. She recommended a lighter wood, perhaps cypress. She stated that she appreciated the influences in the design inspiration. She recommended using high end materials. In general, she thought with a few modifications, she could support the design.

Mr. Portuondo responded to the comments of the Commissioners.

Motion made by Mr. Smith and seconded by Ms. Shiverick to defer the project for two months, to the February 24, 2021 meeting. Motion carried 6-1, with Mr. Ives opposed.

Please note: A short break was taken at 11:24 a.m. The meeting resumed at 11:32 a.m. Mr. Corey returned at 11:40 a.m.

2. B-043-2020 Addition

Address: 1045 S. Ocean Blvd.

Applicant: Kerry Vickar (Lionel Kerrin Vickar)

Professional: Roger Janssen/Dailey Janssen Architects

Project Description: New construction of a two story addition with basement. New pool and pool deck. New hardscape and landscape, including civil/storm water management.

A motion carried at the October meeting to approve the project as presented with the caveat that the existing front doors would return to the November 20, 2020 meeting. A motion carried at the November meeting to defer the project to the December 18, 2020 meeting at the request of the professional.

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

Mr. Janssen presented the modifications to the existing front doors.

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

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

Ms. Grace suggested changing the doors to eliminate the arches.

Many of the Commissioners were supportive of the changes.

Motion made by Mr. Garrison and seconded by Ms. Shiverick that the project at 1045 S. 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 unanimously.**

3. B-059-2020 New Construction

Address: 125 El Bravo Way

Applicant: 125 El Bravo Way LLC (Braden Smith, Manager)

Professional: MP Design and Architecture Inc.

Project Description: New two-story residence with three car garage on a vacant lot. New landscape, hardscape and pool.

A motion carried at the September meeting to defer the project to the October 28, 2020 meeting due to concerns such as the front entrance was too massive, the fenestration, the house was too bulky, lack of charm, the garages on the front of the home, not in harmony with the neighborhood. A motion carried at the October meeting to defer the project to the November 20, 2020 meeting at the request of the professional. A motion carried at the November meeting to defer the project to the December 18, 2020 meeting with a restudy of the front entrance pediment, the windows, the roof material, the garage design and the roof over the pergola.

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. Perry agreed to the easement.

Mr. Perry reviewed the modifications to the architectural plans proposed for the new residence.

Keith Williams, Nievera Williams Design, stated that the landscape plan had not changed since the last presentation.

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

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

Messrs. Garrison and Ives were in favor of the home.

Ms. Grace questioned the muntins in the doors over the balcony. Mr. Perry responded. Ms. Grace also questioned the piers over the doors on the balcony on the rear of the home. Mr. Perry stated he could remove the piers on the balcony to leave only a railing.

Mr. Corey thought that many of the homes on El Bravo Way were very charming. He thought the proposed design was too large and questioned the front garage. He also questioned the layout of the home. He was not in favor of the current design.

Ms. Shiverick was happy with the changes but questioned the style of the home. She thought the home could use some more interest.

Ms. Catlin was in favor of the home and thought the changes were good.

Mr. Floersheimer was in favor of the changes but thought there was nothing remarkable about the home. He questioned if the professional considered removing the loggia from the main home. Mr. Perry responded.

Mr. Small stated he was in favor of the home but questioned if it was in harmony with the other homes in the neighborhood.

Motion made by Mr. Garrison and seconded by Mr. Ives that the project at 125 El Bravo 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 piers on the rear balcony are removed and replaced with a railing. Motion carried 4-3, with Messrs. Corey, Small and Ms. Shiverick 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.

4. 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.

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. Maura Ziska agreed to the easement.

Sean McLendon, Cooper Carry, presented the architectural modifications made to the hotel since the last presentation to the Commission.

Josh Daniel, Cooper Carry, presented the landscape and hardscape modifications made to the hotel since the last presentation to the Commission.

Maura Ziska, attorney for the owners, stated she would need to amend her zoning application to add two variances and outlined all of the variances requested for the project.

Mr. Castro stated that the new variances would need to return to the Commission for a recommendation to the Town Council.

Mr. Small called for public comments.

Donald Lunny, attorney representing Virginia Simmons at 133 Brazilian Avenue, asked for confirmation of the change from the double door to a single door on the southeast side of the building. Mr. McLendon responded. Mr. Lunny stated that his client now supports the plan as well as all zoning requests.

Mr. Small inquired if his client's appeal would be dismissed. Mr. Lunny responded and stated it would be dismissed once an agreement has been reached.

John Eubanks, attorney representing Timothy and Gayle DeVries at 141 Brazilian Ave., stated his client was happy with the changes and would support the plan.

Ms. Ziska asked Town Attorney Randolph if the Commission could weigh in on the variances that are a result of the neighbors' request.

Mr. Castro stated that the zoning requests needed to be legally noticed and advertised.

Mr. Small called for staff comments. Ms. Van Onna stated that staff did not have any comments.

Mr. Garrison was pleased that the neighbors and the professionals worked together to come up with a compromised solution.

Ms. Grace requested a more attractive service gate.

Mr. Corey inquired about the size and functionality of the service gate. He also inquired about the design and screening potential of the gate. Mr. McLendon responded. Mr. Corey inquired about the 7-foot gate and wondered if the gate should be slightly lower. Mr. McLendon stated he would support lowering the gate.

Ms. Shiverick was in favor of the color of the body of the building but questioned the black doors and windows. She recommended changing the door and window trim colors to white. She also recommended changing the railing color from jet black to a dark gray.

Ms. Catlin liked the changes and agreed with Ms. Shiverick but thought the windows were existing.

Mr. Floersheimer questioned the procedure since he did not receive some of the drawings.

Mr. Cooney stated his only concern was the service gate and thought an opaque gate would be better suited.

Mr. Small applauded all parties for reaching an agreement. He also agreed with Ms. Shiverick's suggestions.

Ms. Grace was also in agreement with Ms. Shiverick's suggestion for the colors as well as suggested a wood material for the service gate.

Motion made by Mr. Corey and seconded by Mr. Garrison 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 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. Motion carried 6-1, with Ms. Grace 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.

5. B-065-2020 Modifications

Address: 223 Monterey Road

Applicant: Michael Peacock

Professional: Roger Hansrote/ACI

Project Description: Remove and replace all exterior windows and doors with impact rated assemblies. Add new windows at front entry and add doors at various locations. Add a new entry with new roof. New generator located to the northeast and replace existing cement tile roof with cedar shingle roof. Newly proposed hardscape and landscape improvements.

A motion carried at the November meeting to defer the project to the December 18, 2020 meeting to allow the professional to respond to the comments made by the Commissioners and with the direction that no further work is to be done to the property.

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. Hansrote agreed to the easement.

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

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

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

Ms. Grace was in favor of the front door proposed rather than the previously proposed door. She was in favor of the existing roof compared to the proposed roof.

Ms. Catlin did not believe the changes were an improvement to the home. Mr. Small agreed.

Motion made by Ms. Grace to defer the project. Motion died for lack of a second.

Ms. Shiverick inquired about the railings at the front entrance. Mr. Hansrote stated that railings were not proposed for the front door.

Mr. Garrison inquired about the existing and proposed roof design. Mr. Hansrote provided explanation about the roof designs.

Motion made by Mr. Smith and seconded by Mr. Ives to approve the project as presented with the condition to replace the iron railings at the front entrance. Motion carried 6-1, with Ms. Grace 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.

Please note: A lunch break was taken at 12:57 p.m. The meeting resumed at 1:30 p.m. Mr. Floersheimer returned at 1:39 p.m. Ms. Grace returned at 1:47 p.m.

E. MAJOR PROJECTS – NEW BUSINESS

1. B-066-2020 Modifications

Address: 243 Merrain Road

Applicant: Bradley Van Hoek

Professional: Daniel Kahan/Smith and Moore Architects

Project Description: Modifications to an existing residence, to include: a new roof, new entry detailing, new front door and other associated detail and material changes to the front façade.

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 an overview of the changes proposed for the existing residence.

Vivienne Bruno, Smith and Moore Architects, presented the architectural changes to the existing residence.

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

Mr. Small called for staff comments. Ms. Van Onna stated that staff did not have any comments.

Ms. Shiverick thought the gate and fence between the entrance and the garage was a bit too much.

Mr. Smith agreed with Ms. Shiverick but thought it was a nice project overall.

Many of the Commissioners were in favor with the project.

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

Ms. Catlin suggested removing the top of the gate so it aligned with the height of the fence.

Motion made by Mr. Corey and seconded by Mr. Ives that the project at 243 Merrain Road 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 height of the front gate is reduced to align with the height of the fence. 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-068-2020 Demolition/New Construction

Address: 1165 N. Lake Way

Applicant: Belton Family US Trust & Eaton Lisa TR (Gregory Belton)

Professional: Roger Janssen/Dailey Janssen Architects, PA

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

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 agreed to the easement.

Mr. Janssen presented the architectural plans proposed for the demolition proposed for the existing residence.

Motion made by Mr. Garrison and seconded by Mr. Ives that the proposed demolition at 1165 N. Lake 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.

Mr. Janssen presented the architectural plans proposed for the new, two-story residence.

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

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

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

Mr. Garrison was in favor of the home but was not in favor of the cedar shakes on the second floor. He thought they detracted from the home.

Mr. Ives thought the home fit into the area. He recommended making the columns on the first floor more modest so that it was more congruent with the cedar shakes on the second floor. He suggested adding some fun into the landscaping plan to play on the old Florida design.

Ms. Grace thought the home was in keeping with the neighborhood. She was in favor of the cedar shakes on the second floor. She questioned the floor to ceiling windows and wondered if they were in the old Florida style.

Mr. Corey thought the home was great and was in favor of the front façade. He thought the home was very successful. He inquired about the proposed cedar material. Mr. Janssen responded. He inquired about the functionality of the shutters on the lower floor. Mr. Janssen responded. He suggested adding an eyebrow window on the east elevation in her closet.

Ms. Shiverick thought this was a fun house. She agreed with Mr. Ives' comment about the columns and thought they could be square columns. She thought Mr. Corey's suggestion for the eyebrow over the garage was interesting.

Ms. Catlin thought the overall design was nice. She thought it appeared a bit boxy. She requested that the truck plan did not include the trucks using North Lake Way.

Mr. Floersheimer thought the design had charm and whimsy.

Motion made by Mr. Corey and seconded by Mr. Garrison that the proposed project at 1165 N. Lake Way has met the conditions listed in Sec. 18-205 of the Town's code of ordinances and to approve the project as presented with the condition that the truck logistics plan is submitted and approved by the Town. 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.

3. B-072-2020 Additions/Modifications

Address: 256 Ridgeview Drive

Applicant: The Rotman Property Partnership (M. Timothy Hanlon, Agent)

Professional: Patrick R. O'Connell/PRO Architect

Project Description: 66.5 sq. ft. one-story bathroom addition on eastern end of existing home, together with associated changes. Colors, style and materials to match existing home.

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

M. Timothy Hanlon, attorney for the owner, provided information on the variances that received approval by the Town Council.

A discussion ensued with Messrs. Small and Castro regarding the Commissions' action in regard to the variance request.

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. Hanlon agreed to the easement.

Mr. O'Connell presented the architectural plans for the proposed one story addition.

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

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

Mr. Small called for staff comments. Ms. Van Onna stated that staff did not have any comments.

Many of the Commissioners were in favor of the addition.

Ms. Shiverick suggested adding an espalier vine on the front wall of the addition. Mr. O'Connell agreed to the condition.

Motion made by Ms. Shiverick and seconded by Ms. Grace that the proposed project at 256 Ridgeview Drive has met the conditions listed in Sec. 18-205 of the Town's code of ordinances and to approve the project as presented with the condition that an espalier vine will be added to the front bare wall of the addition. 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-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: Demolition of an existing single family residence, pool, hardscape and landscape.

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.

Please note: Staff is requesting the deferral of this project to the January 27, 2021 meeting due to a notice issue.

5. B-078-2020 Modifications

Address: 201 W. Indies Rd.

Applicant: Lorraine Odasso

Professional: Claudia Visconti/SMI Landscaping

Project Description: Reduction of existing driveway, extension of front walking path, addition of motor court gate, new pedestrian gate and modified front landscaping.

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. Jorge Sanchez did not agree to the easement but indicated that he believed there was a plan for the equipment.

Ms. Visconti presented the plans for the new gates and modified landscaping.

Mr. Small inquired about the dimensions of the driveway gate. Ms. Visconti responded.

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

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

Many of the Commissioners were supportive of the project.

Mr. Floersheimer inquired about the material to be used with the sod on the driveway. Ms. Visconti responded.

Mr. Small stated that he did not see any other gate on the street with the exception of one other home. He thought the gate was not in harmony with the neighborhood and could not support the request.

Motion made by Mr. Ives and seconded by Ms. Shiverick that the proposed project at 201 W. Indies Road has met the conditions listed in Sec. 18-205 of the Town's code of ordinances and to approve the project as presented. Motion carried 6-1, with Mr. Small opposed.

6. B-079-2020 New Construction

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SITE PLAN REVIEW

Address: 310 Clarke Avenue

Applicant: Mark and Patricia Davies

Professional: MP Design and Architecture, Inc.

Project Description: New two-story residence with two car garage on a vacant lot. New landscape, hardscape and pool.

ZONING INFORMATION: Section 134-893: Site Plan Review to allow the construction of a 7,256 square foot two-story, single family residence on a non-conforming platted lot which is 85.08 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.

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. Perry agreed to the easement.

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

Keith Williams, Nievera Williams Design, presented the landscape and hardscape plans proposed for the new residence.

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

Mr. Small called for staff comments. Ms. Van Onna and Mr. Castro provided staff comments.

Mr. Garrison thought the proposed house fit into the neighborhood. He also stated he was in favor of the blue shutters opposed to the black shutters.

Mr. Ives was in favor of the landscape plan and thought it was a nice plan. Mr. Ives agreed with Mr. Garrison and supported the project. He asked Mr. Perry to look at the upper story windows as they appeared tight next to the roof.

Ms. Grace thought the proposed was nice and preferred the blue shutters. She inquired about the drainage for the rear of the home. Mr. Perry responded and explained the drainage plan. Mr. Perry stated he would add a drainage curb in the rear of property. Mr. Williams stated a wall was proposed in the rear of the home.

Mr. Corey inquired if the professional had a cross section for east west and north south. Mr. Williams responded. He thought the home was very successful. He questioned the volume area of the garage and kitchen area but thought the design was successful.

Ms. Shiverick inquired about the existing front wall and if it had any significance. Mr. Perry responded. Ms. Shiverick was in favor of the project but suggested two oval windows on the second floor on the front entrance. She stated she was the one who recommended the black shutters because she thought the house and street were formal.

Ms. Catlin was in favor of the home and preferred the blue shutters. She thought the new home would improve the drainage issue.

Mr. Floersheimer was in favor of the home and preferred the blue shutters.

Mr. Small thought the home exuded beauty and charm. He was in favor of the oval windows and lanterns as shown.

Motion made by Ms. Shiverick and seconded by Mr. Corey that the proposed project at 310 Clarke Avenue has met the conditions listed in Sec. 18-205 of the Town's code of ordinances and to approve the project as presented with the condition that oval windows are added on the second floor above the front entrance. 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.

7. B-080-2020 Additions/Modifications

Address: 1230 S. Ocean Blvd.

Applicant: 1230 LLC (Staci J. Rutman)

Professional: MP Design and Architecture, Inc.

Project Description: Renovations and additions to existing one and two story residence including: new loggia, pool, landscape and hardscape.

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. Perry agreed to the easement.

Michael Perry, MP Design and Architecture, Inc., presented the architectural plans proposed for the renovation of the existing residence.

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

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

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

Mr. Garrison was thought the landscaping plan was outstanding. He was in favor of the project.

Mr. Ives was supportive of the landscape plan and architectural plan. He questioned the proposed front door and wondered if it was too heavy for the design.

Ms. Grace agreed with Mr. Ives and also questioned the front door. She also questioned the rear parapet and urns.

Mr. Corey thought the project was very successful as well as the layout of the interiors was well done. He was in support of the project.

Ms. Shiverick thought the home was very pretty as was the landscaping. She inquired if there were any shade trees in the middle of the property.

Mr. Smith questioned the entrance and access to the pool but otherwise supported the project. Ms. Catlin agreed.

Mr. Floersheimer expressed concern for the three curb cuts into the property. Mr. Floersheimer inquired about the curb cut off of S. Ocean Blvd. Mr. Perry addressed the question. Mr. Floersheimer was supportive of the project.

Messrs. Cooney and Small were both supportive of the project.

Motion made by Mr. Garrison and seconded by Mr. Ives that the proposed project at 1230 S. Ocean Blvd. has met the conditions 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.

8. 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.

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.

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. Maura Ziska agreed to the easement.

Maura Ziska, attorney for the owner, reviewed the zoning requests and advocated for a positive recommendation to the Town Council.

Rafael Saladrigas, Studio SR Architecture, presented the architectural alterations proposed for the existing residence.

Derek Suhre, Nievera Williams Design, presented the landscape and hardscape plans proposed for the existing residence.

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

Mr. Small called for staff comments. Ms. Van Onna stated she did not have any comments at this time.

Mr. Garrison was in favor of the repurpose of the home and was happy to see the changes.

Mr. Ives complimented Mr. Saladrigas for the renovation.

Ms. Grace was happy to see the owners renovating the home. She suggested a change in the orientation to the pool to mitigate the neighbor's concern but understood a wall would be built. Mr. Saladrigas confirmed the details of the wall to be built in the rear. She thought that the windows, without muntins, lost a bit of charm.

Mr. Corey thought the home could be designed without variances three and four. He also thought some of the charm had been lost with the plate glass windows. He questioned the lack of trees and shade in the landscape plan.

Ms. Shiverick agreed that the muntins should be added to the windows. She was supportive of the project.

Ms. Catlin agreed with the comments regarding the muntins. She also agreed with Mr. Corey and thought the pool could be pulled in to avoid the variance. She thought the landscaping was very stiff and low, nothing of the feel of a beach house.

Mr. Floersheimer was supportive of the home. He questioned the variance regarding the landscape open space and thought it should be addressed.

Mr. Cooney agreed that the muntins should be added to the windows. Otherwise, he was supportive of the project.

Mr. Small thought the muntins should be added to the windows. He questioned the lack of shade in the front of the property.

Mr. Saladrigas discussed the reasons that he removed the muntins from the windows. He stated that he did not object to adding the muntins back in.

Motion made by Mr. Corey and seconded by Ms. Grace to defer the project for one month, to the January 27, 2021 meeting, to address the comments of the Commissioners. Motion carried 5-2, with Messrs. Garrison and Ives opposed.

9. B-082-2020 Additions/Modifications

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)

Address: 1118 N. Lake Way

Applicant: Edith Schaeffer

Professional: Jeffrey Smith/Smith Architectural Group

Project Description: Renovation to a two-story regency style home. Replace existing 500 sq. ft. second story addition totaling 3150 sq. ft. New hip roof and modifications to the façade. Final landscape, hardscape and new pool.

ZONING INFORMATION: Section 134-417: The applicant is proposing to construct a 3,153 square foot, second floor addition onto an existing one-story home and 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;

Call for disclosure of ex parte communication: Disclosure by several members. *Please note: Jeffrey Smith declared a conflict of interest for the project. John David Corey stated he needed to leave the meeting at 4:25 p.m. It was noted that Ms. Catlin and Mr. Floersheimer would be voting in their absences.*

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. Maura Ziska agreed to the easement.

Maura Ziska, attorney for the owner, reviewed the zoning requests and advocated for a positive recommendation to the Town Council.

Leslie Pierce, Smith Architectural Group, presented the architectural alterations proposed for the existing residence.

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

Mr. Small called for public comments.

Tim Hullihan, architect representing the neighbor to the south, addressed the request for variances, particularly with respect to the nonconformities and added that the nonconformity should not continue.

Harvey Oyer, attorney representing the neighbor to the south, also expressed objection to the expansion of the nonconformity on the south side.

Mr. Small called for staff comments. Ms. Van Onna stated she did not have any comments at this time.

Mr. Garrison was supportive of the home and of the variance request. Mr. Ives was in agreement.

Mr. Ives thought this was an elegant home.

Ms. Grace was sympathetic to the neighbor. She wished the revised design had more of a Regency feel to it. She made a suggestion for the front entrance and portico. She also questioned the landscape design.

Ms. Shiverick thought the home was nicely sited. She wished the home could be renovated without the nonconformity but understood and supported the request.

Ms. Catlin was not in favor to increase the nonconformity for a white, Colonial-style home. She also did not want the trucks to use North Lake Way.

Mr. Floersheimer agreed with Mr. Garrison.

Mr. Small thought the changes were a vast improvement. He thought the variance requests were minimal and supported the requests.

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 6-1, with Ms. Catlin opposed.

A second motion made by Mr. Garrison and seconded by Mr. Ives that the proposed project at 1118 N. Lake Way has met the conditions listed in Sec. 18-205 of the Town's code of ordinances and to approve the project as presented with the condition that the truck logistics plan would be revised to use County Road instead of North Lake Way. 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.

10. 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.

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.
Please note: Mr. Corey returned for the presentation of this project.

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 undergrounding had been completed in the area.

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

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

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

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

Mr. Garrison questioned the scale of the center portion that connected the two wings of the home. He thought the center portion was oversized and needed to be restudied. Mr. Segraves addressed the comment from Mr. Garrison.

Mr. Ives agreed with Mr. Garrison's assessment of the front entrance. He thought the home was static and did not believe there was a flow to the different sections of the home. He also thought there was a scale issue. He recommended an aggressive restudy.

Ms. Grace thought the two side portions of the home interfaced very well with the center portion of the home. She questioned the roof design and thought the windows were very large. Ms. Grace thought the home needed more charm. She questioned the roof material. She suggested working more landscape into the design, particularly around the pool area.

Mr. Corey thought the scale was bombastic and thought the two wings could be tied in together. He questioned the height plane variance. Mr. Segraves responded. He thought the landscape plan was acceptable. He thought the plan should return to the Commission after the center portion of the home was restudied.

Ms. Shiverick thought the center portion was too tall and thought the length of the home rambled without purpose. She also thought there was too much hardscape in the front and back. She also expressed concern for the amount of fenestration on the rear of the home.

Mr. Smith thought the proposed design had a scale issue.

Ms. Catlin thought the proposed design added charm to the existing home.

Mr. Floersheimer thought three variances for building height plane was excessive. He also thought there was too much hardscape in the rear of the home.

Mr. Cooney's concern was the scale in the design.

Mr. Small had the same concerns as his fellow Commissioners.

Motion made by Mr. Corey and seconded by Mr. Ives to defer the project for one month, 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. Motion carried unanimously.

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 November meeting to defer the project to the December 18, 2020 meeting for a restudy of the solar panels to be placed only on the flat sections of the roof and that the panels are not visible from the street and/or neighbors regardless of landscaping.

Please note: This project was deferred to the January 27, 2021 meeting at the Approval of the Agenda, Item VI.

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.

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.

Please note: This project was deferred to the January 27, 2021 meeting at the Approval of the Agenda, Item VI.

Please note: Mr. Ives left the meeting at 5:33 p.m. It was noted that Ms. Catlin would vote in the absence of Mr. Ives.

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.

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

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

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

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

Mr. Garrison thought the modifications were an improvement.

Ms. Grace thought the plans were an improvement from last month. She inquired about the trim around the windows. Mr. Yeckes responded. She inquired about the material for the doors on the second floor. Mr. Yeckes responded.

Mr. Corey did not object to the proposed design.

Ms. Shiverick thought the changes were an improvement. She recommended trimming down the driveway to allow for more greenspace. She thought the lanterns on the second floor seemed extraneous. She suggested adding landscape around the home.

Mr. Smith thought the lanterns on the second floor were not complimentary. He made a suggestion for the sills on the front entrance.

Ms. Catlin agreed with Ms. Shiverick on the driveway. She also suggested breaking up the garage door to make it look like two doors to improve the design.

Mr. Floersheimer agreed with the lanterns on the second floor. He was not in favor of the vertical stones around the front entrance.

Mr. Cooney questioned the front entrance design.

Mr. Small agreed with the comments by Ms. Catlin and Mr. Smith.

Mr. Yeckes addressed the comments relating to the driveway and the front door entrance.

Motion made by Ms. Shiverick and seconded by Mr. Corey to defer the project for one month, to the January 27, 2021 meeting, to address the comments of the Commissioners. Motion carried unanimously.

4. A-053-2020 Landscape/Hardscape

Address: 415 Hibiscus Ave.

Applicant: Fortress Investment Group (Andrew Osborne)

Professional: Dustin Mizell/Environment Design Group

Project Description: Hardscape and landscape changes to the previously approved third floor terrace.

A motion carried at the October meeting that the project would return with the Worth Avenue Address and would be noticed to the neighbors.

Please note: This project was withdrawn from the agenda at the Approval of the Agenda, Item VI.

5. A-062-2020 Signage

ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SPECIAL EXCEPTION

Address: 227 Suite A and 223 Royal Poinciana Way

Applicant: Flagler Holdings North Carolina, Inc. (Alex Gilmurray, Executive VP)

Professional: RGE Associates

Project Description: Illuminated building signage and vinyl for tenant space in building 1 and building 2 at Via Flagler.

A motion carried at the November meeting to approve the signage on the glazing but to defer the signage on the building for one month due to the size, location and lighting of the proposed signage.

ZONING INFORMATION: 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.

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

James Crowley, attorney for the applicant, presented the modifications for the proposed signage.

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

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

Ms. Shiverick thought the Shan signage was too big. She thought it should be reduced to be more aligned with the Main Street sign.

Ms. Grace thought the Main Street signage was still too large and did not see its purpose. She agreed with Ms. Shiverick that the Shan signage was still too large.

Mr. Corey thought the Main Street signage was acceptable but was not in favor of the Shan signage.

Mr. Smith did not believe the Shan sign should be illuminated. He thought the Main Street sign was too bold and thick.

Ms. Catlin agreed with Mr. Smith that the Main Street signage was still too thick and questioned the hours of the signage on the glazing.

Mr. Floersheimer thought the Main Street signage was acceptable but was not in favor of the Shan signage.

Mr. Cooney did not believe the Shan sign should be illuminated but thought the Main Street signage was acceptable.

Mr. Small agreed with Mr. Cooney and thought the Shan signage was too large.

Mr. Crowley addressed the comments of the Commissioners.

Motion made by Mr. Garrison and seconded by Ms. Shiverick that to approve the plans with the condition that the Shan signage is reduced to the same size and scale as the Main Street signage with no illumination. Motion carried 6-1, with Ms. Grace opposed.

6. A-069-2020 Landscape/Hardscape

Address: 1055 North Ocean Blvd.

Applicant: William Rickman, Jr.

Professional: Mario Nievera/Nievera Williams Design

Project Description: Landscape as built plans and related hardscape adjustments.

A motion carried at the November meeting to defer the project to the December 18, 2020 meeting with the caveat that full approved and proposed renderings and correct plans are submitted and that the native calculations are provided.

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

Grace Walton, Nievera Williams Design, presented the landscape and hardscape modifications proposed to the existing home.

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

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

Ms. Grace inquired about the missing vegetation from the previously approved plans. Ms. Walton and Mr. Rickman responded and explained the proposed change. A short discussion ensued.

Mr. Corey thought the north and south elevation should be beefed up with more landscaping. He also thought the east elevation should be softened up with more landscaping. A short discussion ensued. Mr. Rickman stated that he would concede to plant Sable palms on the east elevation.

Ms. Shiverick agreed with Mr. Corey and Ms. Grace. She questioned the synthetic turf proposed. Mr. Rickman stated his choices were either hardscape or synthetic

turf and he preferred the turf. Ms. Shiverick thought native plantings would be a better option.

Ms. Catlin stated the improvements to the beach access were wonderful and inviting. She stated she would prefer palms over other trees. She recognized the challenge and understood the synthetic turf request.

Mr. Floersheimer inquired if the beach pathway could be changed into a grass pathway.

Mr. Cooney was supportive of the project, particularly if some of the perimeter landscaping could be increased.

Mr. Small agreed with Mr. Cooney.

Ms. Grace stated there were many homes next to the ocean that did not have artificial turf. She believed it would be setting a bad precedent to allow the turf.

Mr. Castro provided further staff comments and discussed his site visit.

Motion made by Mr. Corey and seconded by Mr. Garrison to approve the project as presented with the condition that more Sabal palms are planted on the north, south and east elevations. Motion carried 4-3, with Mses. Grace, Shiverick and Mr. Corey opposed.

A-070-2020 Modifications

Address: 870 S. Ocean Blvd.

Applicant: Invest Komfort, LLC

Professional: Pat Segraves/SKA Architect + Planner

Project Description: Revising two facades to previously existing windows and doors neither changed nor replaced from ARCOM approval in 2016.

A motion carried at the November meeting to defer the project to the December 18, 2020 meeting at the request of the owner.

Please note: This project was withdrawn from the agenda at the Approval of the Agenda, Item VI.

G. MINOR PROJECTS – NEW BUSINESS

1. A-050-2020 Modifications

Address: 121 Woodbridge Rd.

Applicant: Elizabeth Trump Grau

Professional: Patrick Ryan O’Connell/PRO Architect

Project Description: Replace two existing garage doors with single new impact rated garage door in existing location. Replace existing French doors and transoms with new impact rated units to match existing in two locations.

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

Mr. O'Connell presented the architectural changes proposed for the existing home.

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

Mr. Small called for staff comments. Ms. Van Onna stated that staff did not have any comments.

Motion made by Mr. Garrison and seconded by Mr. Corey to approve the project as presented. Motion carried unanimously.

2. 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.

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.

Please note: This project was deferred to the January 27, 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 110 Seagate Road at the October 28, 2020 meeting and had correctly completed the 8B form in accordance with State Law.

Mr. Bergman reviewed the Town Council's decision on the board commission sizes.

Mr. Bergman addressed the future review of docks and boat lifts.

3. Commission

There were no public comments at this time.

IX. **ADJOURNMENT**

Motion made by Mr. Garrison and seconded by Mr. Corey to adjourn the meeting at 6:39 p.m. Motion carried unanimously.

The next meeting will be held virtually on Wednesday, January 27, 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: January 12, 2021

Section of Agenda

Resolutions

Agenda Title

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.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▣ **Memorandum Dated December 17, 2020, from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 001-2021**
- ▣ **Proposal**
- ▣ **Solicitation Summary**
- ▣ **Selection Committee Scoring**

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 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 Award of Selection Committee Recommendation for RFP No. 021-04, 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, **Resolution No. 001-2021**

DATE: 17 December 2020

STAFF RECOMMENDATION

Town staff recommends that Town Council adopt the Resolution to Approve the Award of Selection Committee Recommendation for RFP No. 021-04, 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.

WHY THIS ACTION IS REQUIRED NOW

The previously awarded contract was issued in 2012. Per State Statute, the maximum timeline for an award is five years. This contract was resolicited to meet all required guidelines.

GENERAL INFORMATION

The RFP sought qualified firms to conduct daily monitoring of marine turtle nests from March 1st to October 31st as required by the Florida Department of Environmental Protection (FDEP).

The Scope of work includes daily monitoring and documentation of all nesting activity including identification and categorization of false crawls and reporting of nesting success and hatching success. Reporting includes all requirements specified by the DEP permit. Monitoring to conform to the protocol established by the Florida Fish & Wildlife Conservation Commission, Marine Turtle Guidelines.

This contract includes:

- A. Monitoring/reporting of sea turtle nesting activity in the project areas
- B. Monitoring/reporting of lighting sources visible from the beach berm elevation
- C. Monitoring/reporting of escarpment formations

D. Nest marking for the purpose of nest avoidance by beach cleaning equipment

The previously awarded contractor was D.B, Ecological Services, Inc. who was ranked with outstanding vendor performance ratings.

The solicitation was broadcast to 524 suppliers, of which five (5) downloaded the solicitation. Only two (2) actually submitted a proposal. The Solicitation was broadcast on DemandStar, Public Purchase, the Town website, and the Palm Beach Post.

FUNDING/FISCAL IMPACT

Funding for the award will be from the Coastal Protection 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, Public Works Director
Patricia Strayer, P.E., Town Engineer
Robert Weber, Coastal Project Manager
Duke Basha, Assistant Purchasing Manager
Eric Shibley, CPPB, Senior Buyer

RESOLUTION NO. 001-2021

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING THE AWARD OF SELECTION COMMITTEE
RECOMMENDATION FOR 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.**

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. 001-2021, approving the Award of Selection Committee Recommendation for RFP No. 021-04, 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.

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 12th day of January, 2021.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

D. B. Ecological Services, Inc.
19663 Hampton Drive
Boca Raton, FL 33434
Phone (561) 376-5502

NEGOTIATED QUOTE FOR TOWN OF PALM BEACH
RFP 2021-04-SEA TURTLE NESTING MONITORING

This revised quote is provided by DB Ecological Services, Inc. for Town of Palm Beach RFP 2021-04.

Based upon the negotiations meeting held on December 16th the initial cost provided by DB Ecological Services, Inc. (DB Eco) in the RFP submittal has been revised offering a significant cost reduction to the Town of Palm Beach. The revised quote is based on the inclusion of Consumer Price Index (CPI) adjustments to the contract annually. The negotiated proposed quote is attached for your review.

The original RFP submittal pricing by DB Ecological Services was a total cost of \$289,264.00 to provide all services specified in the Scope of Work for RFP 2021-04. The negotiated pricing provided in this quote is a total cost of \$241,952.00 maintaining all services as outlined in the Town of Palm Beach RFP with the inclusion of the CPI adjustment allowance annually in the contract.

There is anticipated further cost savings that could be reduced from the proposed quote total of \$241,952.00 for several line items in the negotiated cost proposal.

The lighting source line items for several Reaches will likely not be conducted or billed in 2021 based on the current BMA requirements for lighting surveys to occur twice in a season and in project areas only. This would provide a further reduction in costs from the proposed quote of \$5780.00 annually.

The original lighting line item costs for lighting were reduced by DB Eco in the negotiated proposed quote provided here so that the Town will have the ability to activate these lighting survey options in any contract year as future projects may occur. This may also be helpful if the Town decides lighting inspections in all Reaches monthly would benefit with the Town's lighting ordinance compliance program.

It is also important to note that any line item costs associated with Reaches 3 & 4 for both lighting and sea turtle nesting activity will not be conducted or billed to the Town for the next 2-3 years, providing a further reduction in costs from the proposed quote of \$15,520.00 annually. The lighting and sea turtle nesting activity work in Reaches 3&4 is currently being conducted on behalf of the Army Corps of Engineers (ACOE). This work is being conducted under a separate ACOE contract for the post construction monitoring required for the Mid-Town Beach Nourishment Project conducted in 2020.

DB Eco did not bill any work conducted in Reaches 3&4 to the current Town of Palm Beach Contract in 2020 as that work was billed to a separate ACOE contract. Following the completion of the ACOE contract, any sea turtle activity and lighting work would then revert to the Town contract issued for the RFP 2021-04.

Negotiated Cost Quote provided by:

Christine Perretta, President
DB Ecological Services, Inc.
561-376-5502

Solicitation summary (5504)

Details

Reference number: 2020-25

Procedure: Sealed without Preselection

Description:

INTRODUCTION

The Town of Palm Beach requests bids from qualified firms to conduct daily monitoring of marine turtle nests from March 1st to October 31st as required by the Florida Department of Environmental Protection (FDEP).

The Scope of work includes daily monitoring and documentation of all nesting activity including identification and categorization of false crawls and reporting of nesting success and hatching success. Reporting includes all requirements specified by the DEP permit. Monitoring to conform to the protocol established by the Florida Fish & Wildlife Conservation Commission, Marine Turtle Guidelines. This contract includes:

- a. Monitoring/reporting of sea turtle nesting activity in the project areas
- b. Monitoring/reporting of lighting sources visible from the beach berm elevation
- c. Monitoring/reporting of escarpment formations
- d. Nest marking for the purpose of nest avoidance by beach cleaning equipment

PRE-PROPOSAL CONFERENCE

A "NON-MANDATORY" pre-proposal meeting will be held on:

Date/Time: November 9, 2020 at 11:00 AM.

*****This pre-proposal meeting will be conducted via virtual conference. Directions to join are as follows*****

Attendance is strongly encouraged as this will be the only forum to seek clarification from Town staff.

You can go here to attend the meeting: <https://global.gotomeeting.com/join/694134709>

You can also dial in using your phone.

United States: +1 (646) 749-3122

Access Code: 694-134-709

Access Code: 340-848-397

SELECTION COMMITTEE MEETING

Consensus Meeting will be held on December 9th, 2020 at 10:00 am. If the Selection Committee calls for Oral Interviews they will be conducted on December 16, 2020 at 10:00 am.

This selection committee meeting can be attended here: <https://global.gotomeeting.com/join/935426013>

You can also dial in using your phone.

United States: +1 (646) 749-3122

Access Code: 935-426-013

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.

DESIGNATED PROCUREMENT REPRESENTATIVE

The Designated Procurement Representatives for this Solicitation is: Eric Shibley, Buyer email: eshibley@townofpalmbeach.com Direct phone: (561) 227-7009 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

Awarded supplier(s)

- DB Ecological Services, Inc. (DB Ecological Services, Inc.)

Offers/Applications from suppliers

- **Suppliers** (Number of suppliers: 7)
 - Town Demo
 - Participant since : Nov 9 2020 11:07:38 AM
 - Dudek
 - Participant since : Nov 4 2020 3:26:00 PM
 - E Sciences, Incorporated
 - Participant since : Nov 2 2020 10:58:15 AM
 - Ecological Associates, Inc.
 - Participant since : Nov 2 2020 7:29:10 AM
 - Enviroidnet.com an Entram Corp.
 - Participant since : Nov 1 2020 11:57:39 AM
 - Universal Engineering Sciences, Inc.
 - Participant since : Nov 1 2020 12:10:45 AM
 - DB Ecological Services, Inc.
 - Participant since : Oct 31 2020 11:55:17 AM
- **Offer phase** (Number of offers in phase: 2)
 - DB Ecological Services, Inc. (DB Ecological Services, Inc.) Time and date of submitting: Dec 2 2020 12:34:44 PM
 - Ecological Associates, Inc. (Ecological Associates, Inc.) Time and date of submitting: Dec 2 2020 1:32:33 PM
- **Evaluation** (Number of offers in phase: 2)
 - DB Ecological Services, Inc. (DB Ecological Services, Inc.)
 - Ecological Associates, Inc. (Ecological Associates, Inc.)
- **Awarding** (Number of offers in phase: 1)
 - DB Ecological Services, Inc. (DB Ecological Services, Inc.)

Schedule

Name	Type	Start date	End date	Responsible person
Creation date	Date	Sep 3 2020 3:34 PM	—	Public Works Palm Beach
Preparation	Phase	Sep 3 2020 3:34 PM	Oct 30 2020 10:00 AM	
Offer phase	Phase	Oct 30 2020 10:00 AM	Dec 2 2020 2:00 PM	
Evaluation	Phase	Dec 2 2020 2:00 PM	Dec 16 2020 2:00 PM	
Selection Committee	Date	Dec 9 2020 11:00 AM	—	
Target Date: Oral Interviews	Date	Dec 16 2020 10:00 AM	—	
Award phase	Date	Dec 16 2020 2:00 PM	—	

Results

- **Offer phase** (Oct 30 2020 - Dec 2 2020)
Solicitation Package

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Phase
1	DB Ecological Services, Inc.	–	–	3	–	–	—	Yes
1	Ecological Associates, Inc.	–	–	3	–	–	—	Yes

EVALUATION FACTORS

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Phase
1	DB Ecological Services, Inc.	–	–	–	–	–	\$289,264	98.33%	Yes
2	Ecological Associates, Inc.	–	–	–	–	–	\$329,699.12	85.42%	Yes

Presentations

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Phase
1	Ecological Associates, Inc.	–	2	2	–	–	—	Yes
1	DB Ecological Services, Inc.	–	2	2	–	–	—	Yes

- Evaluation Solicitation Package**

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Phase
1	Ecological Associates, Inc.	–	–	3	–	–	—	No
1	DB Ecological Services, Inc.	–	–	3	–	–	—	Yes

EVALUATION FACTORS

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score	Phase
1	DB Ecological Services, Inc.	–	–	–	–	–	\$289,264	98.33%	Yes
2	Ecological Associates, Inc.	–	–	–	–	–	\$329,699.12	85.42%	No

Presentations

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Phase
1	Ecological Associates, Inc.	–	2	2	–	–	—	No
1	DB Ecological Services, Inc.	–	2	2	–	–	—	Yes

- Awarding Solicitation Package**

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price
1	DB Ecological Services, Inc.	–	–	3	–	–	—

EVALUATION FACTORS

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Quality score
1	DB Ecological Services, Inc.	–	–	–	–	–	\$289,264	98.33%

Presentations

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price
1	DB Ecological Services, Inc.	–	2	2	–	–	—

Contracts

There are no contracts added

Comments

No comments



TOWN OF PALM BEACH

TCM Backup 11-12-21

RFP No. 2021-04 - Sea Turtle Nesting Monitoring

DB Ecological Services, Inc.		Tim Campbell		Mike Roach		Rob Weber		Total
Evaluation Criteria		Rating	Totals	Rating	Totals	Rating	Totals	
EXPERIENCE OF FIRM/PAST PERFORMANCE - 35%		5.000	1.750	4.500	1.575	5.000	1.750	1.692
WORKLOAD AND SCHEDULING - 35%		5.000	1.750	5.000	1.750	5.000	1.750	1.750
FINANCIAL INFORMATION - 5%		5.000	0.250	5.000	0.250	5.000	0.250	0.250
OTHER - 10%		5.000	0.250	4.500	0.225	5.000	0.250	0.242
PRICING - 20%		5.000	1.000	5.000	1.000	5.000	1.000	1.000
TOTAL		5.00		4.800		5.000		4.9

Ecological Associates, Inc.		Tim Campbell		Mike Roach		Rob Weber		Total
Evaluation Criteria		Rating	Totals	Rating	Totals	Rating	Totals	
EXPERIENCE OF FIRM/PAST PERFORMANCE - 35%		4.500	1.575	4.000	1.400	4.000	1.400	1.458
WORKLOAD AND SCHEDULING - 35%		5.000	1.750	4.000	1.400	4.000	1.400	1.517
FINANCIAL INFORMATION - 5%		4.500	0.225	4.500	0.225	4.500	0.225	0.225
OTHER - 10%		5.000	0.250	4.000	0.200	4.000	0.200	0.217
PRICING - 20%		4.150	0.830	4.150	0.830	4.150	0.830	0.830
TOTAL		4.63		4.055		4.055		4.2

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2021

Section of Agenda

Resolutions

Agenda Title

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.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▣ **Memorandum dated December 17, 2020, from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 003-2021**
- ▣ **Quote**
- ▣ **Lake County Contract - Piggyback**
- ▣ **Bid Tabulation**

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 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 Bennett Fire Products Co., Inc. in the amount of \$201,460.50 and approve a total award budget of \$207,000.00 for purchase of Bunker Gear sets, **Resolution No. 003-2020**

The Town realized a cost savings of \$26,454.75 by engaging the previously awarded vendor.

DATE: 17 December 2020

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 003-2021, authorizing a Purchase Order to Bennett Fire Products Co., Inc. in the amount of \$201,460.50 and approve a total award budget of \$207,000.00 for purchase of personal protective firefighting gear (Bunker Gear) sets for Fire Department.

WHY THIS ACTION IS REQUIRED NOW

The Fire Department utilizes Bunker Gear model Globe, which meets the specifications considering cost and budget parameters. Fire Department recommended to stay with the same brand and purchase a replacement for current gear which has reached its replacement age. The Department is recommending the purchase of seventy-five (75) of protective gear (firefighting jackets, pants and associated safety equipment). The protective Bunker Gear and associated safety equipment is currently on a five year replacement schedule, which allows for compliance with the NFPA 1851 Standard on Protective Ensembles for Structural Fire Fighting. This replacement schedule also allows Palm Beach Fire Rescue personnel the ability to take advantage of any new upgrades and technological advances in the constantly evolving field of firefighting equipment.

GENERAL INFORMATION

Five years ago, the specific design and brand of Bunker Gear chosen was determined based on the recommendation of a committee tasked with evaluating gear and safety equipment from several different manufacturers. Members of the committee were outfitted with Bunker Gear and safety equipment from four different manufacturers. This gear was then subject to daily wear and performance testing which evaluated components such as comfort, durability, ease of donning and

ergonomic design. The gear was further tested in extensive live fire conditions where committee members were able to evaluate it's protective capabilities during actual firefighting conditions.

The Town gained access to the contract from a Lake County, which allowed the Town to piggyback. Purchasing contacted two available dealers for Globe Bunker Gear. While contracts calls for 44% discount from manufacturer's list, Bennett Fire Products Co., Inc. extended additional 6.5% discount for 50.5% discount. Retail price set is \$5,426.56, Lake County 44% discount price is \$3,038.87 while Town 50.5% discounted price is \$2,686.14, which allows \$352.73 savings per set, or for a total of 75 sets savings of \$26,454.75.

FUNDING/FISCAL IMPACT

Funding for this service will be from the Fire Department Budget.

FIRE REVIEW

This item has been reviewed by the Fire Department 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: Darrel Donatto, Fire Chief
Jimmy Duane, Assistant Fire Chief
Duke Basha, Assistant Purchasing Manager
Dean Mealy II, CPPO, Purchasing Manager

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 A PROJECT BUDGET OF \$207,000.**

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. 003-2020, approving a purchase order to Bennett Fire Products Co., Inc. in the amount of \$201,460.50 and a project budget of \$207,000 for purchase of Bunker Gear equipment.

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 8th day of January 12, 2021.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

Bennett Fire Products Co., Inc.



www.BennettFireProducts.com

December 4, 2020

Mr. Duke Basha, Assistant Purchasing Manager
Town of Palm Beach
PO Box 2029
Palm Beach, FL 33480

Dear Mr. Basha,

Thanks for giving us the opportunity to provide a quote for your firefighter's protective clothing. As you may be aware, our Company has provided Globe protective clothing for your firefighters the last 15 years. It has been a pleasure to serve the Town of Palm Beach and your firefighters, and we look forward to the opportunity for continued service.

Please find in the following pages:

1. Our Quotation for the TPBFR specifications you have provided
2. Your worksheet provided with the individual option prices broken down and the resulting discounts
3. Globe price lists for documentation purposes with the individual options you have chosen circled on the price list
4. Bennett Fire Products Florida customer/reference list
5. Globe Warranty

We fully understand the scope of this request to quote and are familiar with your Fire Rescue Division and the work involved in this project. We are committing to six days of measuring your firefighters, giving each firefighter two opportunities to be measured while they are on duty.

Thank you again for the opportunity. We look forward to serving you again.

Sincerely,


Danny Bennett

Quotation
Bennett Fire Products Co., Inc.



www.BennettFireProducts.com

December 4, 2020

Mr. Duke Basha, Assistant Purchasing Manager
Town of Palm Beach
Palm Beach, FL 33480

This price quote is valid and order must be submitted to Globe by February 28, 2021.

Discount in reference to Lake County, FL Contract 17-0606, expires June 30, 2021, 44% from manufacturer's current 2020 list price for Globe Firesuits/Gxcel/GPS. Globe Price Lists dated 1/1/2020 are in effect at time of Lake County Contract/quotation. Contract may be viewed in its entirety at www.lakecountyfl.gov. To find information regarding this contract, follow the instructions below.

Globe Gxcel Jacket, GPS Trousers and suspenders per attached Town of Palm Beach Fire Rescue Specifications in excel worksheet attached

Retail Price per set - \$5,426.56

Lake County 44% discount - \$3,038.87

Town of Palm Beach Fire Rescue Volume Discounted Price with 75 sets purchased at one time

Total - 75 @ \$2,686.14 = \$201,460.50

Price quote include assistance with measuring firefighters with sizing samples for best fit. We will provide three days of measuring, along with three make up dates per shift, giving each shift two opportunities to be measured while on duty.

FOB Town of Palm Beach, FL *Prices include shipping charges*

Terms: net 30 days

Delivery: 125-150 days after receipt of order

Thanks for giving us the opportunity to serve you!



Danny Bennett
Bennett Fire Products Co., Inc.
195 Stockwood Drive, Suite 170
Woodstock, GA 31088
Cell 770/402-9910

Local Representative - Bob Reardon
reardon7575@att.net
Cell 561/644-5722

Instructions for downloading Lake County/Bennett Fire Products Company contract information: Visit the website www.lakecountyfl.gov.

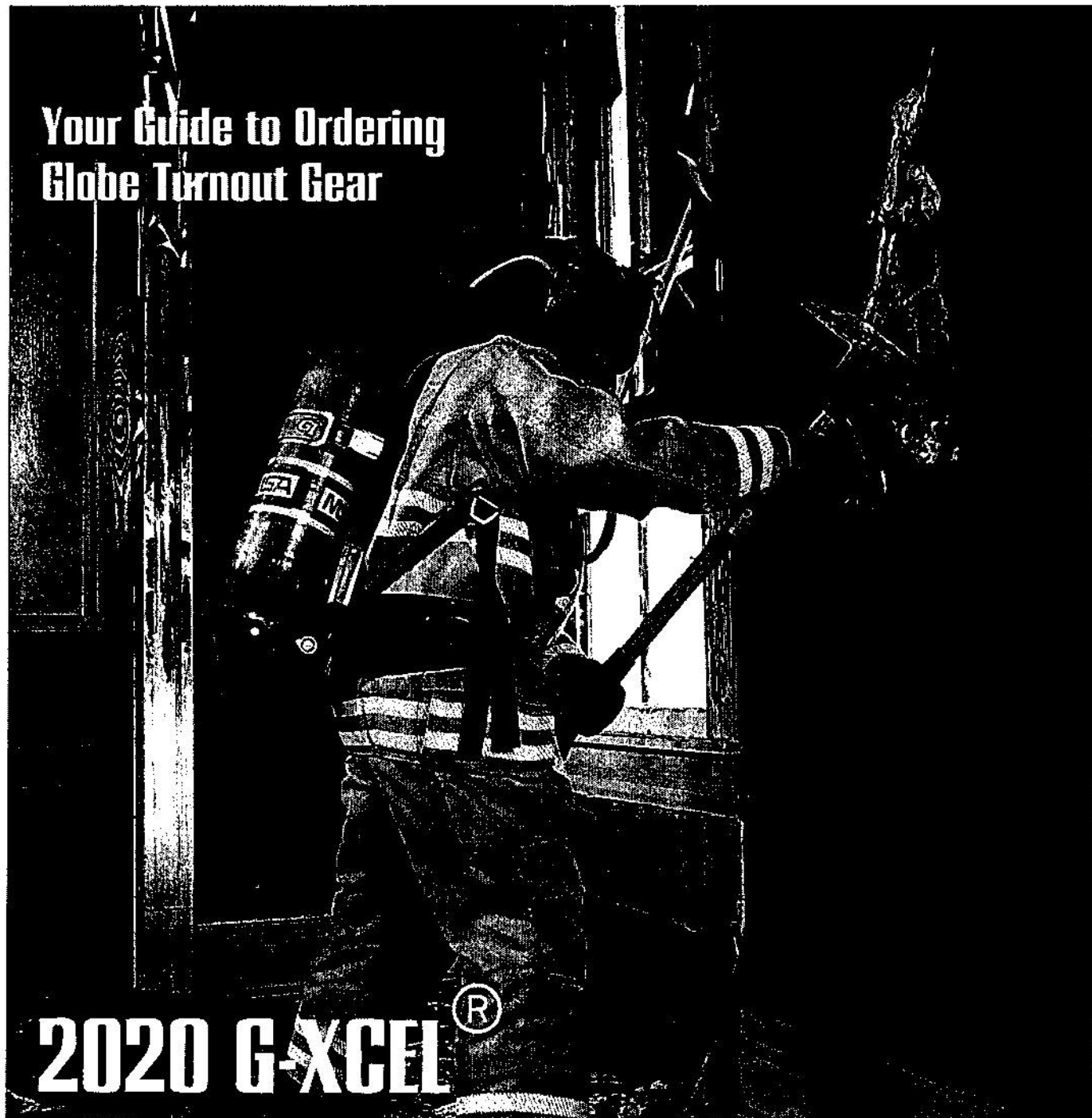
1. View the left hand column, click on "Doing Business with Lake County". 2. View the left hand column, click on "View Term and Supplier Agreements". 3. Under the Search for Contracts space, type **Bennett Fire** 4. Contract 17-0606 will appear and the full contract or parts can be downloaded.

If you have trouble finding the information you need regarding this contract, or if you need additional information, please contact Danny Bennett at bennettfire@att.net or 770/402-9910.

	Jacket	Manufacturer price	Discount %	Discounted Price	Estimated QTY	Extended Price
1	G- Xcel with Black Kombat flex outer shell	\$1,265.00	50.5	\$626.17	75	\$46,962.75
2	Caldura Elite SL21 Thermal Liner	\$471.00	50.5	\$233.14	75	\$17,485.50
3	Steadair 4000 Moisture Barrier	\$368.00	50.5	\$182.16	75	\$13,662.00
4	Radio pocket left chest	\$76.71	50.5	\$37.97	75	\$2,847.75
5	Survivor flashlight hook and strap on right chest	\$25.95	50.5	\$12.85	75	\$963.75
6	American Flag right shoulder	\$18.78	50.5	\$9.30	75	\$697.50
7	Station patch on left shoulder Velcro attachment	\$38.02	50.5	\$18.82	75	\$1,411.50
8	Embroidered " 911 NEVER FORGET 343" on inside of collar right side	\$20.58	50.5	\$10.19	75	\$764.25
9	Palm Beach across upper back arched	\$26.19	50.5	\$12.96	75	\$972.00
10	Hanging name patch with Firefighter last name	\$76.57	50.5	\$37.90	75	\$2,842.50
11	Project fires II reflective scothlite triple trim	\$185.13	50.5	\$91.64	75	\$6,873.00
12	Grey Nomex Wrist w/thumb loop	\$21.41	50.5	\$10.60	75	\$795.00
13	Self Material Cuff Reinforcements	\$14.14	50.5	\$7.00	75	\$525.00
	Total for Jacket	\$2,607.48		\$1,290.70	75	\$96,802.50
	Pants	Manufacturer price	Discount %	Discounted Price	Estimated QTY	Extended Price
1	Globe GPS bunker pant same three composites as jacket listed above	\$1,850.00	50.5	\$915.75	75	\$68,681.25
2	3" scothlite triple trim reflective trim around cuff and up legs	\$101.09	50.5	\$50.04	75	\$3,753.00
3	Hook and loop closure	std	50.5	\$0.00	75	\$0.00
4	Class 1 bail out belt with wide belt loops	\$257.20	50.5	\$127.31	75	\$9,548.25
5	Bail out pocket right leg with arashield reinforcement on front flap	\$266.48	50.5	\$131.91	75	\$9,893.25
6	3 compartment tool pouch in left pocket	\$37.74	50.5	\$18.68	75	\$1,401.00
7	Arashield pocket reinforcements on outside of pockets	\$16.38	50.5	\$8.11	75	\$608.25
8	Dragonhide cuff reinforcements	\$32.93	50.5	\$16.30	75	\$1,222.50
9	Dragonhide knee reinforcements	\$46.97	50.5	\$23.25	75	\$1,743.75
10	Silicone padded knee	\$56.87	50.5	\$28.15	75	\$2,111.25

11	H Back padded ripcord suspenders	std	std						
12	Pocket back of pants above ankle on both legs	\$153.42	50.5		\$0.00	75		\$0.00	\$0.00
	Total for Pants	\$2,819.08	50.5		\$1,395.44	75		\$104,658.00	
	Shipping cost, if not included in unit price	included							
	Estimated delivery time after PO has been issued	125-150 days after receipt of order							
	Note: Please indicate contract number and agency if applicable: Lake County, FL #17-0606, expires June 30, 2021								
	Shipping must be FOB Town of Palm Beach, FL.								
	Note: This quote is valid until and the complete order must be submitted to Globe no later than 2/28/2021.								
	See additional services provided on quote.								
	First and Last Name of Person Submitting this form								
	Danny Bennett								
	Title								
	President and Owner								
	Vendor								
	Bennett Fire Products Company, Inc.								
	Signature and Date								
	Danny Bennett December 4, 2020								
	<i>Additional Options from previous specifications</i>								
	Order only if needed, same 50.5% discount will apply	Retail Price							
	Microphone Clip (two ordered previously)	\$4.42 each							
	1x12 Strap w/velcro	17.34 each							
	Antennae Notch for Radio Pocket	3.02 each							
	Thermal Padded Elbows	11.91 pair							
	Self Material Upper Back Reinforcement	34.78 each							

**Your Guide to Ordering
Globe Turnout Gear**



2020 G-XCEL®

Globe Price List & Order Form

ATHLETIC GEAR FOR FIREFIGHTERS.™

Tel: 800-232-8323

MSAfire.com/Globe / globeorders@msasafety.com

MSA

The Safety Company

GLOBE®

G-XCEL® STYLE JACKET

OVERSIZE CHARGE - ADD 30% FOR SIZE 60+

Lightweight and flexibility are hallmarks of this all-new chassis. With a longer back and shorter front, you get more overlap where you need it with less where you don't. So everything about this contemporary design feels just right.

OUTER SHELLS

07	BRIGADE™ 750 (aka NOMEX®)
12	PBI® XT (aka GEMINI™ XT) - GOLD
12	PBI® XT (aka GEMINI™ XT) - BLACK
13	PBI MAX® - GOLD
13	PBI MAX® - BLACK
17	PIONEER™
18	ALUMINUM
22	KOMBAT™ FLEX - GOLD
22	KOMBAT™ FLEX - BLACK
24	ARMOR™ AP
27	ADVANCE™
32	MILLENNIA™ XT
37	BLACK PCA ADVANCE™
47	ULTRA™
57	AGILITY™

(D) G-XCEL®

866.00
1,204.00
1,272.00
1,235.00
1,305.00
930.00
1,176.00
1,198.00
1,265.00
977.00
941.00
1,275.00
984.00
1,097.00
1,090.00

Custom Collar Embroidery
911 Never Forget 343

#20.58

THERMAL LINERS

N1	GLIDE ICE™ W/ NOMEX® NANO
N2	CALDURA® ELITE W/ NOMEX® NANO
53	QUANTUM3D™ SL2i (2 Lyr)
57	CALDURA® ELITE SL2i
58	QUANTUM4i™
60	DEFENDER® M SL2 (BRASS)
62	GLIDE ICE™ 2LYR
64	GLIDE ICE™ PBI® G2
74	DEFENDER® M NP (Brass)
76	Q-8™
81	DEFENDER® M SL2 (CAMO)

(D) G-XCEL®

712.00
676.00
523.00
471.00
571.00
408.00
494.00
557.00
345.00
315.00
406.00

MOISTURE BARRIERS

D	GORE® RT7100
E	STEDAIR® 3000
F	CROSSTECH® 3-LAYER
G	CROSSTECH® BLACK
H	STEDAIR® 4000
J	STEDAIR® GOLD

(D) G-XCEL®

285.00
260.00
605.00
414.00
368.00
406.00

TRIM

	SCOTCHLITE™	SCOTCHLITE™ TripleTrim	BRILLIANCE® w/ Stripe & BRILLIANCE® Two Tone	SCOTCHLITE™ Comfort Trim
NFPA Basic	134.69	141.02	124.13	187.48
NYC	177.02	185.01	163.49	246.02
NFPA Vert	145.71	152.47	134.31	202.80
Project Fires	188.03	196.53	173.66	261.33
High Visibility	206.77	216.92	191.00	287.50
NFPA Vert II	136.65	142.92	126.08	190.05
Project Fires II	177.14	185.13	163.60	246.24
High Visibility II	195.86	204.75	180.94	274.53
NFPA HV	164.44	172.10	151.63	228.91
NFPA HV II	155.38	162.54	143.42	216.66

LETTERS PALM BEACH (9)

SCOTCHLITE™ 2" & 3" L/Y, R/O

BRILLIANCE® 2" & 3" L/Y

FIREFIGHTER NAME (7)

LETTER PATCHES LAST NAME

Sew-On
Hook & Loop
Hanging 5"x20"

19e 2.91 ea
2.91 ea.

PIONEER™/BRIGADE™ 750/ADVANCE™	All Other Shells
21.02	36.51
75.87	90.58
45.01	56.20

CLOSURES

5C Hook & Loop In/Hook & Dee Out	N/C	N/C
6C Zipper In/Hook & Dee Out	6.37	6.37
7C Hook & Dee In/Hook & Loop Out	33.77	46.24
8C Zipper In/Hook & Loop Out	STD	STD
17C Snap In/Hook & Dee Out	N/C	N/C
T-Collar (Available w/5C, 8C, and 17C closure)	55.91	73.80

SIDE POCKETS

2"x8"x8" Semi Expansion Pockets w/Fleece Handwarmer	STD	STD
2"x10"x6" Half High Expansion Pockets (Handwarmer N/A on 2" x 10" x 6")	32.71	47.52
Pocket Divider (STD is KEVLAR®) when not specified	11.18	11.18
Pocket Divider (SELF MATERIAL)	11.18	18.40
End of Flap SILZONE®	37.35	37.35

G-XCEL® JACKET STANDARD FEATURES

Closure

Vislon zipper in/Hook & Loop out

Pocket Size & Style

2"x8"x8" Semi Expansion with fleece lined handwarmer

Collar Height

3"

Pocket Reinforcement

KEVLAR® twill 5" up sewn to inside of pocket

Shoulder CCHR

Size: 5" in front, 2" in back, full length along shoulder (1 piece) on each shoulder, draped over shoulder cap, completely overedged.



G-XCEL® JACKET OPTIONS

EXTRA POCKETS/OPTIONS

Radio Pocket

13P-B 3" x 3.5" x 9" 13P-K 2" x 3.5" x 7"
13P-C 2" x 3.5" x 8" 13P-L 2" x 3.5" x 9"

Flashlight Pocket

7P 2" x 3" x 7.5"

8P 2" x 3" x 9"

Antenna Notch in #13P Flap

specify location

6P 4" x 9" x 15" Face Mask Pouch**

** (Not available on 29" or shorter lengths)

6P Detachable Face Mask Pouch

Universal Cell Phone Pocket

PIONEER™/
BRIGADE™ 750/
ADVANCE™

59.27

All Other
Shells

76.71

45.74

59.55

3.02

3.02

90.58

118.65

97.40

133.63

36.40

47.36

OTHER OPTIONS

Self Mic Strap

3.41

4.42

Helmet Snap w/Self Strap

7.83

9.33

Helmet Snap w/Self Strap w/Hook & Loop strap

13.37

16.88

Sunlance Flashlight Holder

20.52

25.78

Survivor Flashlight Holder

20.69

25.95

Universal Clip

12.31

15.82

Hanging Strap with D-Ring

5.31

7.83

WRISTERS

4" NOMEX® WRISTERS

STD

STD

NOMEX® Hand & Wrist Guards

8.49

8.49

KEVLAR® Hand & Wrist Guards

8.73

8.73

PBI® Hand & Wrist Guards

32.88

32.88

Grey NOMEX® Wristers

3.52

3.52

Grey NOMEX® Hand & Wrist Guards

9.57

9.57

Thumb Loops (add to wrister price)

17.89

17.89

HELMET SNAP W/SELF
W/HOOK & LOOP STRAP



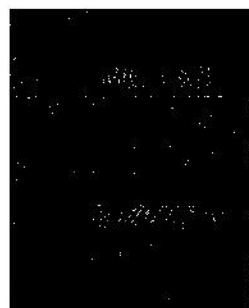
SURVIVOR STRAP/HOOK



HANGING STRAP W/D-RING



SUNLANCE FLASHLIGHT HOLDER



REINFORCEMENTS

POCKETS

DRAGONHIDE® (Outside) Exp Pocket

41.38

41.38

Grey Suede (Outside) Exp Pocket

25.49

25.49

Black Suede (Outside) Exp Pocket

29.63

29.63

ARA-SHIELD® (Outside) Exp Pocket

32.76

32.76

(Black, Grey, Gold)

KEVLAR® Twill (Pouch)

42.49

42.49

Suede Removable Pocket Protector

48.65 ea.

48.65 ea.

(2" x 8" x 8" or 2" x 10" x 10")

CUFFS

Grey Suede

STD

STD

DRAGONHIDE®

11.63

11.63

Self Material

4.92

14.14

Black Suede

1.90

1.90

ARA-SHIELD® (Black, Grey, Gold)

11.13

11.13

ELBOWS

DRAGONHIDE®

38.86

38.86

Self Material

27.12

40.37

Grey Suede

21.41

21.41

Black Suede

23.26

23.26

ARA-SHIELD® (Black, Grey, Gold)

33.72

33.72

SHOULDERS

DRAGONHIDE®

22.25

22.25

Self Material

15.10

22.31

Grey Suede

15.88

15.88

Black Suede

17.44

17.44

ARA-SHIELD® (Black, Grey, Gold)

17.17

17.17

Padded Shoulders

16.78

16.78

UPPER BACK

Self Material

20.24

34.78

Padded

16.44

16.44

MISC

Liner Alert at Hem

34.50

41.87

Embroidered Flag

18.78

18.78

Individual Box

5.82

5.82

Custom Printed Patch

38.02

38.02

(Available in Black, Silver, Gold or Yellow)

ZIPPERGRIPPER™

18.40

18.40

Left Hand Zipper Pull

3.75

3.75

ARA-SHIELD® Zipper Starter

18.40

18.40

ARA-SHIELD® Zipper Pull Tab

5.87

5.87

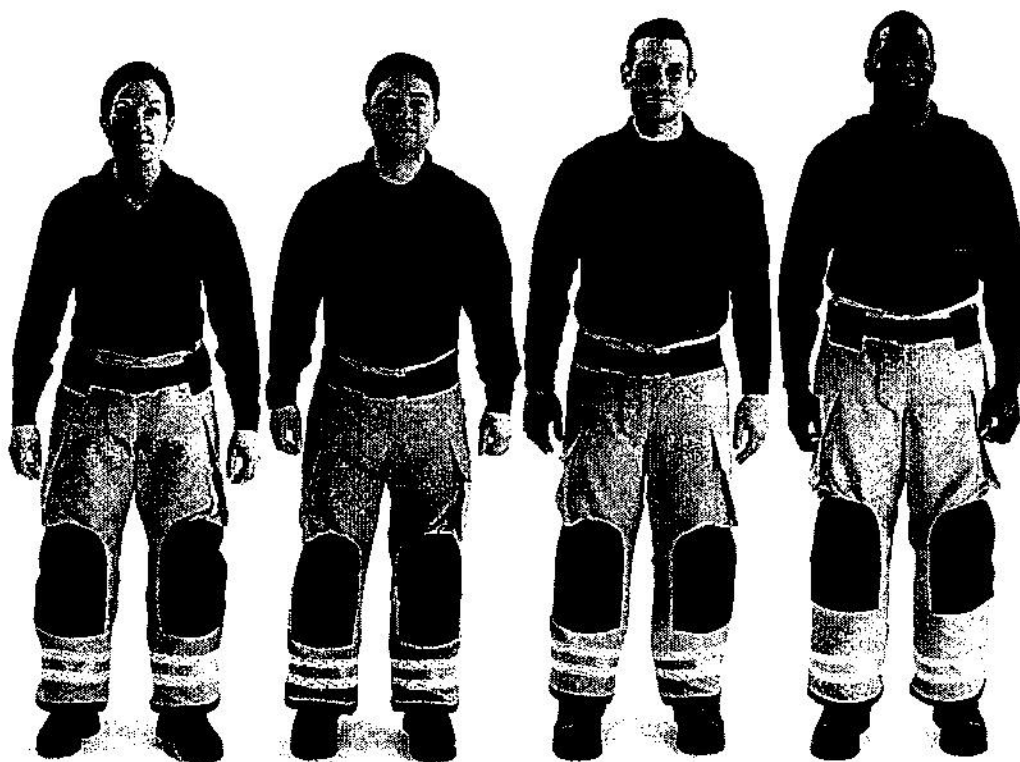
Globe Guard™ Jacket

Component

Neoprene®/ TECASAFE®	CROSSTECH® Black/ TECASAFE®
PLUS	PLUS
110.37	126.81



Your Guide to Ordering Globe Turnout Gear



2020 GLOBE PANT SYSTEM

Globe Price List & Order Form

ATHLETIC GEAR FOR FIREFIGHTERS.™

Tel: 800-232-8323

MSAfire.com/Globe / globeorders@msasafety.com

GLOBE PANT SYSTEM

OVERSIZE CHARGE - ADD 30% FOR SIZE 60+

We've revolutionized turnout pants again with our new Globe Pant System - because fit has never mattered more. A choice of fits makes these pants fit like a pair of jeans: Slim, Regular, Relaxed, and Women's. Pants that fit you like a pair of jeans enhance your performance and comfort while ensuring your protection and safety. With the advanced design you expect from Globe, you'll have a leg up on the job.

OUTER SHELLS	(F) Globe Pant System	(G) Globe Pant System IH
07 BRIGADE™ 750 (aka NOMEX®)	732.00	840.00
12 PBI® XT (aka GEMINI™ XT) - GOLD	1,025.00	1,134.00
12 PBI® XT (aka GEMINI™ XT) - BLACK	1,084.00	1,194.00
13 PBI MAX® - GOLD	1,043.00	1,153.00
13 PBI MAX® - BLACK	1,106.00	1,217.00
17 PIONEER™	781.00	888.00
18 ALUMINUM (Regular Fit Only)	965.00	N/A
22 KOMBAT™ FLEX - GOLD	1,019.00	1,139.00
22 KOMBAT™ FLEX - BLACK	1,076.00	1,199.00
24 ARMOR™ AP	819.00	927.00
27 ADVANCE™	790.00	897.00
32 MILLENNIA™ XT	1,087.00	1,209.00
37 BLACK PCA ADVANCE™	827.00	937.00
47 ULTRA™	929.00	1,037.00
57 AGILITY™	921.00	1,029.00

THERMAL LINERS

N1 GLIDE ICE™ W/ NOMEX® NANO	691.00	709.00
N2 CALDURA® ELITE W/ NOMEX® NANO	655.00	672.00
53 QUANTUM3D™ SL2i (2 Lyr)	491.00	510.00
57 CALDURA® ELITE SL2i	438.00	457.00
58 QUANTUM4i™	540.00	561.00
60 DEFENDER™ M SL2 (BRASS)	376.00	389.00
62 GLIDE ICE™ 2LYR	460.00	479.00
64 GLIDE ICE™ PBI® G2	532.00	546.00
74 DEFENDER™ M NP (BRASS)	310.00	322.00
81 DEFENDER™ M SL2 (CAMO)	374.00	386.00

MOISTURE BARRIERS

D GORE® RT7100	257.00	268.00
E STEDAIR® 3000	232.00	246.00
F CROSSTECH® 3-LAYER	568.00	589.00
G CROSSTECH® BLACK	380.00	398.00
H STEDAIR® 4000	336.00	354.00
J STEDAIR® GOLD	372.00	416.00

GORE® PARALLON™ LINER SYSTEM

XM-B GORE® PARALLON™ LINER SYSTEM	1,160.00
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GLOBE PANT SYSTEM STANDARD FEATURES	
Suspender Type	Closure
Black Padded H-Back	Hook & Loop in/tunnel half
Ripcord	belt elasticized sides
Bib	Pocket Size & Style
No bib	2" x 10" x 10" Expansion
Fly Shape	Pocket Reinforcement
Straight-fly	KEVLAR® twill 5upisewn to inside of pocket

TCM Backup 1-L2-21

TRIM

	SCOTCHLITE™	SCOTCHLITE™ TripleTrim	BRILLIANCE® w/ Stripe & BRILLIANCE® Two Tone	SCOTCHLITE™ Comfort Trim
3" Around Cuffs	38.47	40.37	35.33	53.68
3" Side Trim		60.72		
LETTERS				
SCOTCHLITE™ 2" & 3" L/Y, R/O			2.91 ea.	
BRILLIANCE® 2" & 3" L/Y			2.91 ea.	

NUMBER PATCHES (4" X 5" DEFAULT)

Sew-On	8.73	12.31
Hook & Loop	27.29	30.20

SIDE POCKETS

	PIONEER™/BRIGADE™ 750/ADVANCE™	All Other Shells
2"x10"x10" Expansion - GPS	STD	STD
1 - 2"x10"x10" Expansion (Left) - GPS IH	STD	STD
1 - IH Rope (Right) - GPS IH	STD	STD
Pocket Divider (STD is KEVLAR®) when not specified	11.18	11.18
Pocket Divider (SELF MATERIAL)	11.18	18.40
Split Flap	14.43	21.58
Wallet Pocket (single)	21.41	28.79
(Size constraints with small waists & short inseams)		
End of Flap SILIZONE®	37.35	37.35
Tool 3 Compartment *	37.74	37.74
Tool 6 Compartment *	37.74	37.74
*{Available in ARA-SHIELD®, Suede or KEVLAR®}		

CLOSURES

	PIONEER™/BRIGADE™ 750/ADVANCE™	All Other Shells
Hook & Loop Fly	STD	STD
Zipper/Hook & Loop Fly	11.07	11.07
Hook & Dee Out w/ARA-SHIELD® Strap and Take Ups	N/C	N/C
Wide Belt Loops w/Black Belt	N/C	N/C
Escape Belt (w/wide belt loops)	257.20	257.20
Left Hand Angle Fly [not available with tunnel belt or with IH Pant]	78.75	99.75
Series 1 Harness (IH only)- order carabiner separately	474.14	474.14
Series 2 Harness (IH only)- order carabiner separately	469.67	469.67
Series 3 Harness (IH only)- order carabiner separately	570.31	570.31
CMC Carabiner	136.43	136.43
YATES Carabiner	136.43	136.43
[See more details on page 3]		

Emergency Escape Pocket
with Arashield Pocket
Flap \$266.48

GLOBE PANT SYSTEM

REINFORCEMENTS

POCKETS

	PIONEER™/ BRIGADE™ 750/ ADVANCE™	All Other Shells
DRAGONHIDE® (Outside) Exp Pocket	41.38	41.38
Grey Suede (Outside) Exp Pocket	25.49	25.49
Black Suede (Outside) Exp Pocket	29.63	29.63
ARA-SHIELD® (Outside) Exp Pocket	1/2 x 32.76	32.76
(Black, Grey, Gold) <i>left pocket only *</i>		
KEVLAR® Twill (Pouch)	42.49	42.49
Suede Removable Pocket Protector (2' x 8" x 8" or 2' x 10" x 10")	48.65 ea.	48.65 ea.

CUFFS

	STD	STD
Grey Suede		
DRAGONHIDE®	32.93	32.93
Self Material	11.47	28.96
Black Suede	2.74	2.74
ARA-SHIELD® (Black, Grey, Gold)	12.19	12.19

KNEES (REQUIRED)

DRAGONHIDE®	46.97	46.97
Grey Suede	30.98	30.98
Black Suede	36.17	36.17
ARA-SHIELD® (Black, Grey, Gold)	37.01	37.01
SILIZONE® Padded Knee*	56.87	56.87
Padded Knees (Stedprene/Thermal Liner)	22.03	22.03
Extra Layer #76 Knee Padding on Outer Shell	17.44	17.44
Extra Layer #76 Knee Padding on Liner Knee	13.14	13.14

*Recommended placement is on the Thermal Liner

REMOVABLE KNEES - RECTANGULAR, NOT CATHEDRAL SHAPED

DRAGONHIDE® Knees	88.12	88.12
Self Knees	59.77	87.90
Suede Knees	49.15	49.15
Black Suede	51.56	51.56
ARA-SHIELD® Knees (Black, Grey, Gold)	74.26	74.26
Padding for Knees	22.03	22.03
SILIZONE®	56.87	56.87

* right pocket (ESP)
has Dragonhide
reinforcement

CMC CARABINER

- Color: Red
- Third party certified compliant to NFPA 1983 and ANSI Z359.12
- Fed OSHA requires compliance with ANSI Z359.11 for "POSITIONING LANYARDS"
- Gate Operation: To open, pull gate toward self, twist gate 45 degrees to open



YATES CARABINER

- Color: Blue
- Third party certified compliant to NFPA 1983 and ANSI Z359.12
- Fed OSHA requires compliance with ANSI Z359.11 for "POSITIONING LANYARDS"
- Gate Operation: To open, push gate away from self, twist gate 45 degrees to open



SUSPENDERS (ALL LENGTHS)

Regular w/Trim

RIPCORD SUSPENDERS

	STD	19.02 add'l
Black Padded Ripcord H-Back		
X-Back Suspenders	N/C	19.02 add'l

MISC

	PIONEER™/ BRIGADE™ 750/ ADVANCE™	All Other Shells
ARA-SHIELD® Rappelling Harness Loops	64.92	64.92
ARA-SHIELD® Rappelling Harness Loops w/LH Fly	72.14	72.14
Liner Alert at Cuffs	34.56	41.87
Water Proof Dam at Cuffs	46.29	46.29
Spanner Pocket w/Suede	49.88	63.24
Utility Loops	46.97	61.51
Individual Box	5.82	5.82
	Neoprene®/ TECASAFE® PLUS	CROSSTECH® Black/ TECASAFE® PLUS
Globe Guard™ Pant Components	72.22	123.29

GLOBE GUARD™ - FLY



GLOBE GUARD™ - CUFF



TOOL 6 COMPARTMENT



WALLET POCKET



SPANNER POCKET w/SUEDE
Shown above trim





www.BennettFireProducts.com

Florida Bennett Fire/Globe Large Agency Customers

Brevard County Fire Rescue, since 2013

Broward Sheriff Fire Rescue*, since 1994

Charlotte County Fire Department, since 2015

Indian River County Fire Rescue, since 2019

Pasco County Fire Rescue, since 2008

Sarasota County Fire Rescue, since 2012

St. Lucie County Fire Rescue, since 2018

Volusia County Fire Services, since 2015

Bennett Fire/Globe customers

Central Florida

Deltona, Davenport, Auburndale, Casselberry, Maitland, Orange City, Titusville, Cocoa, Rockledge, Edgewater, New Smyrna Beach, Melbourne

Southeast Florida

Boca Raton, Coral Gables, Davie, Hialeah, Margate, Palm Beach Gardens*, Plantation*, Town of Palm Beach, Sunrise, Tamarac

Southwest Florida

North Port, Englewood, Iona McGregor*, South Trail, East Naples, Estero, Sanibel, San Carlos Park*

West Coast

Citrus County, Dunedin, West Manatee, Southern Manatee, Levy County

*Bennett Fire Products ' customer since 1994

Limited Warranty for Globe Firefighter Suits

Globe warrants its firefighters' protective clothing to be free from defects in materials and workmanship from the date of sale for their serviceable life, which in no event shall be more than ten years, when properly used and cared for. Our obligation under this warranty shall be limited to the repair or replacement, without charge, of any product which is returned to Globe at buyer's expense and is determined by us to be defective in materials or workmanship, but is otherwise serviceable.

This warranty shall not be effective unless the products are used for the purpose for which they were designed and are used by trained personnel following proper fire fighting procedures and in accordance with the product's warning, use, inspection, maintenance, care, storage, and retirement instructions as communicated in writing by Globe, such as through labels and/or user guides. Failure to properly care for the garment will lead to a shortening of the serviceable life.

"Serviceable" refers to the general condition of the garment which can be expected to provide at least reasonable limited protection against the hazards from which the garment was designed to protect. "Serviceable life" is the period of time protective clothing, which has been properly cared for, can be expected to provide reasonable limited protection. "Defects in Materials" refers to weak areas or other flaws caused by irregularities in their manufacture. "Defects in Workmanship" refers to improperly manufactured seams, stitching, or other construction methods.

This warranty does not cover wear and tear nor damage from fire, heat, chemicals, misuse, accident or negligence.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The remedy of repair or replacement for breach of this warranty shall be the sole and exclusive remedy and Globe shall not under any circumstances be liable for special, economic, incidental or consequential damages, including but not limited to loss of anticipated profits.

Reprint 11/2019

Globe Manufacturing Company, LLC | 37 Loudon Road, Pittsfield, NH 03263 | T. 603.435.8323



MODIFICATION OF CONTRACT

Modification Number: Three (3) Effective Date: 6/30/2020	Contract Number: 17-0606B Title: <u>Fire Equipment Parts-Supplies-Service</u> Effective Date: July 1, 2017
Contracting Officer: Amy Munday E-mail: amunday@lakecountyfl.gov Telephone Number: (352) 343-9389	Contractor Name and Address: Name: Bennett Fire Products Co., Inc. Address: <u>P.O.Box 2458</u> City: <u>Woodstock, GA 30188</u> ATTENTION: <u>Danny Bennett</u>
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt</u> . Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Extend contract one (1) year - expiring June 30, 2021.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>Danny Bennett</u> Print Name: <u>Danny Bennett</u> Title: <u>President</u> Date: <u>February 12, 2020</u> E-mail: <u>bennettfire@att.net</u> Secondary E-mail: <u>rbennettbfp@gmail.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: <u>Amy Munday</u> Print Name: <u>Amy Munday</u> Title: Contracting Officer Date: <u>2/12/20</u>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



LAKE COUNTY FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 2 Effective Date: July 1, 2019	2. Contract No.: 17-0606B Effective Date: July 1, 2017
3. Contracting Officer: Amy Munday Telephone Number: (352) 343-9765	5. Contractor Name and Address: Bennett Fire Products Company, Inc. P.O. Box 2458 Woodstock, GA 30188 Attn: Danny Bennett, President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and return this form to address shown in Block 4 within ten (10) days after receipt, preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Contract modification to extend for one (1) year, expiring June 30, 2020. Updated Pricing Forms are also incorporated in this contract modification; please see attached.	
8. Contractor's Signature REQUIRED Name: <u>Danny Bennett Danny Bennett</u> Title: <u>President</u> Date: <u>February 12, 2019</u>	9. Lake County, Florida By: <u>[Signature]</u> Contracting Officer II <u>2-12-19</u> Date
10. Distribution: Original - Bid No. 17-0606B Copies - Contractor Contracting Officer	

OFFICE OF PROCUREMENT SERVICES
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY I. SULLIVAN
District 1

SEAN M. PARKS, AICP, QEP
District 2

WENDY R. BREEDEN
District 3

LESLIE CAMPIONE
District 4

JOSH BLAKE
District 5

ATTACHMENT 2 - PRICING FORM

Current brands in use by the Fire Rescue Division include the following. Please complete the following information for those brands supported by your firm. Enter "yes" or "no" for stocking distributor. If you represent other manufacturers for similar fire-related equipment, parts, or supplies not listed, please add the manufacturer and pricing information in the blank spaces at end of pricing table.

Brand	Discount off List Price	Hourly Rate for Repair Service	Stocking Distributor?
3M COMPANY			
ABLE SHO ME			
ACTION			
AH STOCK			
AIM			
AJAX			
AKRON BRASS			
ALL AMERICAN FIRE HOSE			
ALLEN SYSTEMS			
ALOCOLITE			
AMEREX			
AMERICAN FIREWEAR <i>now Honeywell</i>	10		yes
AMERICAN LAFRANCE			
ANGUS			
ANSUL FOAMS			
APPLECROFT			
B & B ENTERPRISES			
BIO SYSTEMS			
BLACKINTON BADGES			
BOUTON CO			
BULLARD			
CALIFORNIA MOUNTAIN			
CARNS & BROTHER <i>now Cairns MSA</i>	30		yes
CAST PRODUCTS			

Bennett Fire Products

CHARKATE			
CHUBB (FOAM)			
CHURCHVILLE			
CIRCUL AIR			
CODE 3			
COLLIN AXES			
COLLINS DYNAMICS (ROM CORP)			
COUNCIL TOOLS			
CUTTERS EDGE			
CW NEILSEN			
DARLEY & CO			
DAVID CLARK			
DB SMITH INDIAN TANKS			
DICKE TOOL			
DRAEGER ENGINEERED SOLUTIONS			
DREXEL			
DUO SAFETY			
EDISON			
EDWARDS AND CROMWELL			
EDWARDS MFG			
ELKHART BRASS			
ETI EMERGENCY TECHNOLOGY			
EXTENDA LITE (AKRON)			
FEDERAL SIGNAL CORP			
FIRE HOOKS UNLIMITED			
FIREDEX			
FIRE POWER			
FIREQUIP			
FLAMEFIGHTER			

Bennett Fire Products

FOLD A TANK			
GEMTOR			
GLASSMASTER WEHR			
GLOBE <i>now Globe by MSA</i>	<i>44</i>		<i>yes</i>
GLOVE CORP			
GORMAN RUPP PUMPS			
HALE FIRE PUMPS			
HANNAY REELS			
HARRINGTON			
HAZARD CONTROL			
HEBERT			
HOLMATRO			
HONEYWELL PRO			
HUMAT			
HUSKY			
HYDRA SHIELD			
IMPERIAL HOSE			
IOWA AMERICAN			
JANESVILLE			
JUSTRITE			
JV MFG			
KAPPLER			
KENDALL PRODUCTS			
KOCHEK			
KOEHLER MFG CO			
KUSSMAUL			
LACROSSE BOOTS			
LIFE LINERS	<i>15</i>		<i>yes</i>
LIONS UNIFORMS			

Bennett Fire Products

LOUIS PRYER			
LOWELL			
MAG INSTRUMENTS			
MANN AXE			
MARS SIGNAL LIGHT			
MC PRODUCTS			
MORAN (FLASH)			
MORNING PRIDE			
MSA			
NATALE (CIRCLE D)			
NORTH AMERICAN FIRE HOSE			
NOVA			
NUPLA			
PACIFIC REFLEX			
PARATECH			
PARTNER			
PAUL CONWAY SHIELDS			
PELICAN			
PETZL			
PGI PROTEXALL <i>Wildland + Multi Mission</i>	<i>10</i>		<i>yes</i>
PHOENIX			
PIERCE			
PIGEON MOUNTAIN INDUSTRIES			
PLANO			
R & B FABRICATORS			
RANGER RUBBER <i>now Honeywell</i>	<i>10</i>		<i>no</i>
RAWHIDE FIREHOSE			
REDHEAD BRASS			
REFLEXITE			

Bennett Fire Products

RICE HYDRO CO			
SCBAS			
SCOTT AVIATION			
SECURITEX			
SENSIBLE MOUNTS			
SERVUS BOOTS			
SHELBY WOLVERINE	10		yes
SNAPTITE			
SNORKEL			
SOUTH PARK			
SIGNAL VEHICLE PRODUCTS			
CLASS ONE (SPAN INSTRUMENTS)			
SPUMIFER			
STERLING ROPE			
SUPERVAC			
TNT TOOLS			
TASK FORCE TIPS			
THOROGOOD BOOTS			
SUPERIOR PNEUMATIC			
TASKMASTER			
TEAM EQUIPMENT			
TELELITE			
TEMPEST FANS			
TOMAR			
TOPPS			
TURTLE PLASTICS			
UNDERWATER KINETICS			
UNITY LIGHTS			
VANNER			

Bennett Fire Products

VERIDIAN			
VERTX			
VETTER			
WATEROUS			
WELDON			
WHELEN ENGINEERING			
WILL BURT			
WINCO GENERATORS			
WINDSOL			
WILLIAMS FOAM			
WORDEN			
ZEPHYR			
ZIMATIC			
ZICO			
OTHER BRANDS NOT LISTED:			
Globe by MSA Footwear	31		yes
Globe by MSA Cairns	42		no
Black Diamond	5		yes
ESS	10		yes
Firecraft	10		yes
P&I Hoods	2		yes
Honeywell Hoods	10		yes
Honeywell Gloves	10		no
Cairns MSA Helmets	30		yes
Cairns MSA Fronts	10		no
Cairns MSA parts	10		yes

Bennett Fire Products



LAKE COUNTY
FLORIDA

MODIFICATION OF CONTRACT

1. Modification No.: 1 Effective Date: July 1, 2018	2. Contract No.: 17-0606B Effective Date: June 1, 2017
3. Contracting Officer: Donna Villinis, CPPB Telephone Number: (352) 343-9765	5. Contractor Name and Address: Bennett Fire Products Company, Inc. PO Box 2458 Woodstock, Georgia 30188 Attn: Danny Bennett – President
4. Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
6. SPECIAL INSTRUCTIONS: Contractor is required to sign Block 8 showing acceptance of the below written modification and <u>return this form to address shown in Block 4 within ten (10) days after receipt</u> , preferably by certified mail to ensure a system of positive receipts. Retain a photocopy of the signed copy of this modification and attach to original of contract, which was previously provided.	
7. DESCRIPTION OF MODIFICATION: Contract modification to extend for one (1) year expiring June 30, 2019.	
8. Contractor's Signature <u>REQUIRED</u> Name: <u>Danny Bennett</u> Title: <u>President</u> Date: <u>February 2, 2018</u>	9. Lake County, Florida By: <u>[Signature]</u> Senior Contracting Officer <u>9 Feb 18</u> Date
10. Distribution: Original - Bid No. 17-0606B Copies - Contractor Contracting Officer	

FISCAL & ADMINISTRATIVE SERVICES – DIVISION OF PROCUREMENT SERVICES
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473
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District 1

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District 4

JOSH BLAKE
District 5



CONTRACT NO. 17-0606B

Fire Equipment Parts – Supplies - Service

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of Bennet Fire Products (hereinafter "Contractor") to supply fire equipment parts, supplies, and services to the County pursuant to County Bid number 17-0606 (hereinafter "Bid"), addenda nos. 1 and 2, opening date 12/13/2016 and Contractor's Bid response thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through.

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate – an acceptable insurance certificate (in accordance with Section 1.8 of Bid) must be received and approved by County Risk Management prior to any purchase transactions against the contract.

The County's Procurement Services Manager shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from July 1, 2017 through June 30, 2018 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Manager.

LAKE COUNTY, FLORIDA

By: 
Senior Contracting Officer

Date: 3-21-2017

Distribution: Original-Bid File
Copy-Contractor
Copy-Department



LAKE COUNTY FLORIDA

INVITATION TO BID (ITB)

FIRE EQUIPMENT - PARTS - SUPPLIES - SERVICE

ITB Number:	<u>17-0606</u>	Contracting Officer:	<u>D. Villinis</u>
Bid Due Date:	<u>December 13, 2016</u>	Pre-Bid Conf. Date:	<u>Not Applicable</u>
Bid Due Time:	<u>3:00 p.m.</u>	ITB Issue Date:	<u>October 24, 2016</u>

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SECTION 2: Statement of Work	14
SECTION 3: General Terms and Conditions	16
SECTION 4: Pricing/Certifications/Signatures	20
SECTION 5: Attachments	23

SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable to this ITB
Certificate of Competency/License:	Not applicable to this ITB
Indemnification/Insurance:	Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable to this ITB

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: Bennett Fire Products Co., Inc. Phone Number: 770-591-0520

E-mail Address: bennettfire@att.net Contact Person: Danny Bennett

ITB TITLE: FIRE EQUIPMENT - PARTS – SUPPLIES - SERVICE**NOTES:**

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- Unit prices shall govern for all services priced on that basis as requested under this solicitation.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at <http://www.lakccountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.
- **If the contractor has questions regarding the applicability of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records via the individual designated in provision 1.2 of this solicitation.**

ACKNOWLEDGEMENT OF ADDENDA**INSTRUCTIONS:** Complete Part I or Part II, whichever applies**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: November 22, 2016

Addendum #2, Dated: November 30, 2016

Addendum #3, Dated: _____

Addendum #4, Dated: _____

ORIGINAL**Part II:**☐ No Addendum was received in connection with this ITB.



LAKE COUNTY FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 1 November 22, 2016

ITB 17-0606 Fire Equipment-Parts-Supplies-Service

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum within the proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

Questions concerning this solicitation are due December 2, 2016. The purpose of this addendum is address an inquiry received.

A vendor asked about the re-procurement costs mentioned in Sections 1.10, 1.11, and 3.27 of the ITB. The County reserves the right to charge a vendor re-procurement costs when the original awardee defaults in the performance of their contract, and the County is forced to obtain the goods or services from another higher priced vendor through re-procurement. This is standard language in the County's solicitations and is an option available to the County to try and recoup some of the losses associated with re-procurement.

The intent of this particular solicitation (ITB 17-0606) is to establish a pool of contracted vendors to cover the County's needs for various goods and services utilized by the Public Safety and Fleet Management Departments. Re-procurement would not normally occur for this type of solicitation because there are usually multiple sources available to meet our needs.

Acknowledgement of receipt of Addendum:

Firm Name: Bennett Fire Products Company, Inc. Date: November 30, 2016

Signature: Danny Bennett Title: President

Typed/Printed Name: Danny Bennett



LAKE COUNTY

FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 2 November 30, 2016

ITB 17-0606 Fire Equipment-Parts-Supplies-Service

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum within the proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

Questions concerning this solicitation are due December 2, 2016. The purpose of this addendum is to address the following:

Current term and supply agreements under the previous Invitation to Bid (ITB #12-0806) expire June 30, 2017. It is anticipated that the new term and supply agreements awarded under this ITB #17-0606 shall be effective July 1, 2017. Vendors shall submit price discounts that will be deducted off current list prices for products at the time of purchase.

Acknowledgement of receipt of Addendum:

Firm Name: Bennett Fire Products Co., Inc. Date: Dec 2, 2016

Signature: Danny Bennett Title: President

Typed/Printed Name: Danny Bennett

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: Shall refer to any offer(s) submitted in response to this ITB.

Bidder: Refers to any entity that submitted a bid under an ITB.

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to which award has been made.

County: Shall refer to Lake County, Florida.

Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

Modification: A written change to a contract.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications in an ITB.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words “shall”, “must”, or “will” are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

3.2 INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester’s name, address, and telephone number. The Procurement Services Office

may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder’s responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award

D. Contents of Solicitation and Bidders’ Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

F. Change to, Withdrawal of, or Mistake in, Bid

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm’s letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.

B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
- H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials needed to fulfill contractual obligations with the County, nor is any vendor authorized to use the County Tax Exemptions for such purchases.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with

Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.11 AWARD

- A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, 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 County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
- G. All tie bids will be resolved in consonance with current written procedure in that regard.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the

County and the vendor(s). Exercise of the above options requires the prior approval of the Procurement Services Manager.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages,

including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material

suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records required by the County to perform the services identified herein. 2. Upon request from the County's custodian of public records, provide the County 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 for 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 County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County 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 County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

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, and Lake County, 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, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB 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 bid in response to this ITB 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>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

3.38 TOBACCO PRODUCTS

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employees' health, safety, comfort and environment, tobacco use is prohibited on any County owned building and property. Tobacco products include both smoking and smokeless tobacco.

PRICING SECTION – GENERAL INFORMATION

(Submit discounts and hourly service rates in Attachment 2 "Pricing Form")

1. Warehouse location:
Address: 195 Stockwood Drive, Suite 170
City/State/Zip: Woodstock, GA 30188
Telephone/Fax: 770-591-0520 FAX - N/A
2. Shop location:
Address: _____
City/State/Zip: _____
Telephone/Fax: _____
3. Website address for price lists/catalogs: www.bennettfireproducts.com
4. Standard Warranty: see manufacturer's individual
5. Lead time: 30-60 days after receipt of order
6. Minimum order (if any): none
7. Handling fee if less than minimum (if applicable): none
8. Does your firm offer pickup and delivery of vehicles and equipment needing repair?
Yes _____ No _____ Charge for delivery/pickup: N/A
9. Does your firm have towing capabilities? Yes _____ No _____
Towing charges: N/A
10. Will your firm accept Visa Purchasing Cards or E-Payable form of payment? Yes ☒ No _____
11. Vendor contact for emergency and/or disaster service 24 hours/7 days per week:
Name: Danny Bennett
Telephone: 770-591-0520 Cell: 770-402-9910
12. Exceptions to specifications:
Yes* _____ No ☒

*** If yes, insert a separate sheet immediately following this page detailing exceptions.**

By Signing this Bid the Bidder Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☒ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☒ No (Check one)

Certification Regarding Acceptance of County VISA-based Payment System

Vendor will accept payment through the County VISA- based payment system: ☐ Yes ☒ No

Reciprocal Vendor Preference:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): Woodstock, GA
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☒ No If "yes" is checked, provide supporting detail:

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Bid Signature:

Firm Name: Bennett Fire Products Company, Inc.
 Street Address: 195 Stockwood Drive, Suite 170 Woodstock GA 30188
 Mailing Address (if different): PO Box 2458 Woodstock GA 30188
 Telephone No.: 770 591-0520 Fax No.: N/A E-mail: bennettfire@a4.net
 FEIN No. 58 - 2143532 Prompt Payment Terms: % days, net 30
 Signature: Danny Bennett Date: November 30, 2016
 Print Name: Danny Bennett Title: President

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Signature of authorized County official: [Signature] Date: 3-21-2017
 Printed name: DONNA VILLIAMS Title: SENIOR CONTRACTING OFFICER

THE FOLLOWING DOCUMENTS ARE ATTACHED:

Attachment 1: Reference Form

Attachment 2: Pricing Form

ATTACHMENT 1 - REFERENCES

Agency	Broward County Fire Rescue
Address	2308-B SW 42 nd Street
City,State,ZIP	Dania Beach, FL 33312
Contact Person	Logistics Chief Vince Cingue
Telephone	954-327-8712
Date(s) of Service	1994 - present
Type of Service	Firefighter's Protective Clothing Contract
Comments:	

Agency	Pasco County Emergency Services
Address	2036 Chesapeake Drive
City,State,ZIP	Odessa, FL 33556
Contact Person	Supply Officer John Luecke
Telephone	813-926-9747
Date(s) of Service	2008 - present
Type of Service	same as above
Comments:	

Agency	Brevard County Fire Rescue
Address	300 Ansin Road
City,State,ZIP	Rockledge, FL 32955
Contact Person	Logistics Rhonda Roberts
Telephone	321-433-4482
Date(s) of Service	2011 - present
Type of Service	same as above
Comments:	

ATTACHMENT 2 – PRICING FORM

Current brands in use by the Fire Rescue Division include the following. Please complete the following information for those brands supported by your firm. Enter "yes" or "no" for stocking distributor. If you represent other manufacturers for similar fire-related equipment, parts, or supplies not listed, please add the manufacturer and pricing information in the blank spaces at end of pricing table.

Brand	Discount off List Price	Hourly Rate for Repair Service	Stocking Distributor?
3M COMPANY			
ABLE SHO ME			
ACTION			
AH STOCK			
AIM			
AJAX			
AKRON BRASS			
ALL AMERICAN FIRE HOSE			
ALLEN SYSTEMS			
ALOCOLITE			
AMEREX			
AMERICAN FIREWEAR	10		yes
AMERICAN LAFRANCE			
ANGUS			
ANSUL FOAMS			
APPLECROFT			
B & B ENTERPRISES			
BIO SYSTEMS			
BLACKINTON BADGES			
BOUTON CO			
BULLARD			
CALIFORNIA MOUNTAIN			
CARNS & BROTHER	30		yes
CAST PRODUCTS			

Bennett Fire Products

SECTION 5 – ATTACHMENTS

ITB Number: 17-0606

CHARKATE			
CHUBB (FOAM)			
CHURCHVILLE			
CIRCUL AIR			
CODE 3			
COLLIN AXES			
COLLINS DYNAMICS (ROM CORP)			
COUNCIL TOOLS			
CUTTERS EDGE			
CW NEILSEN			
DARLEY & CO			
DAVID CLARK			
DB SMITH INDIAN TANKS			
DICKE TOOL			
DRAEGER ENGINEERED SOLUTIONS			
DREXEL			
DUO SAFETY			
EDISON			
EDWARDS AND CROMWELL			
EDWARDS MFG			
ELKHART BRASS			
ETI EMERGENCY TECHNOLOGY			
EXTENDA LITE (AKRON)			
FEDERAL SIGNAL CORP			
FIRE HOOKS UNLIMITED			
FIREDEX			
FIRE POWER			
FIREQUIP			
FLAMEFIGHTER			

Bennett Fire Products

SECTION 5 – ATTACHMENTS

ITB Number: 17-0606

FOLD A TANK			
GEMTOR			
GLASSMASTER WEHR			
GLOBE	42		yes
GLOVE CORP			
GORMAN RUPP PUMPS			
HALE FIRE PUMPS			
HANNAY REELS			
HARRINGTON			
HAZARD CONTROL			
HEBERT			
HOLMATRO			
HONEYWELL PRO			
HUMAT			
HUSKY			
HYDRA SHIELD			
IMPERIAL HOSE			
IOWA AMERICAN			
JANESVILLE			
JUSTRITE			
JV MFG			
KAPPLER			
KENDALL PRODUCTS			
KOCHEK			
KOEHLER MFG CO			
KUSSMAUL			
LACROSSE BOOTS			
LIFE LINERS	15		yes
LIONS UNIFORMS			

Bennett Fire Products

SECTION 5 – ATTACHMENTS

ITB Number: 17-0606

LOUIS PRYER			
LOWELL			
MAG INSTRUMENTS			
MANN AXE			
MARS SIGNAL LIGHT			
MC PRODUCTS			
MORAN (FLASH)			
MORNING PRIDE			
MSA			
NATALE (CIRCLE D)			
NORTH AMERICAN FIRE HOSE			
NOVA			
NUPLA			
PACIFIC REFLEX			
PARATECH			
PARTNER			
PAUL CONWAY SHIELDS			
PELICAN			
PETZL			
PGI PROTEXALL	10		yes
PHOENIX			
PIERCE			
PIGEON MOUNTAIN INDUSTRIES			
PLANO			
R & B FABRICATORS			
RANGER RUBBER	10		no
RAWHIDE FIREHOSE			
REDHEAD BRASS			
REFLEXITE			

Bennett Fire Products

SECTION 5 – ATTACHMENTS

ITB Number: 17-0606

RICE HYDRO CO			
SCBAS			
SCOTT AVIATION			
SECURITEX			
SENSIBLE MOUNTS			
SERVUS BOOTS			
SHELBY WOLVERINE	10		yes
SNAPTITE			
SNORKEL			
SOUTH PARK			
SIGNAL VEHICLE PRODUCTS			
CLASS ONE (SPAN INSTRUMENTS)			
SPUMIFER			
STERLING ROPE			
SUPERVAC			
TNT TOOLS			
TASK FORCE TIPS			
THOROGOOD BOOTS			
SUPERIOR PNEUMATIC			
TASKMASTER			
TEAM EQUIPMENT			
TELELITE			
TEMPEST FANS			
TOMAR			
TOPPS			
TURTLE PLASTICS			
UNDERWATER KINETICS			
UNITY LIGHTS			
VANNER			

Bennett Fire Products

SECTION 5 – ATTACHMENTS

ITB Number: 17-0606

VERIDIAN			
VERTX			
VETTER			
WATEROUS			
WELDON			
WHELEN ENGINEERING			
WILL BURT			
WINCO GENERATORS			
WINDSOL			
WILLIAMS FOAM			
WORDEN			
ZEPHYR			
ZIMATIC			
ZICO			
OTHER BRANDS NOT LISTED:			
Globe Footwear	30		yes
Globe EMS	10		no
Globe Cairns	42		no
Black Diamond	10		yes
ESS	10		yes
Firecraft	10		yes
Honeywell Hoods	10		yes
Honeywell Gloves	10		yes
CairnsMSA Helmets	30		yes
CairnsMSA Parts	10		yes

Bennett Fire Products



Globe Lifeline, LLC

Limited Warranty for Globe LifeLine Protective Clothing

Globe LifeLine, LLC warrants its protective clothing to be free from defects in materials and workmanship for a period of three (3) years from the date of purchase when properly used and cared for. Our obligation under this warranty shall be limited to the repair or replacement, without charge, of any product which is returned to Globe at buyer's expense and is determined by us to be defective in materials or workmanship, but is otherwise serviceable.

This warranty shall not be effective unless the products are used for the purpose for which they were designed and are used by trained personnel following proper emergency medical, rescue or recovery procedures and in accordance with the product's warning, use, inspection, maintenance, care, storage, and retirement instructions. Failure to properly care for the garment will lead to a shortening of the serviceable life.

"Serviceable" refers to the general condition of the garment which can be expected to provide at least reasonable limited protection against the hazards from which the garment was designed to protect. "Serviceable life" is the period of time protective clothing, which has been properly cared for, can be expected to provide reasonable limited protection. "Defects in Materials" refers to weak areas or other flaws caused by irregularities in their manufacture. "Defects in Workmanship" refers to improperly manufactured seams, stitching, or other construction methods.

This warranty does not cover wear and tear nor damage from fire, heat, chemicals, misuse, accident or negligence.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The remedy of repair or replacement for breach of this warranty shall be the sole and exclusive remedy and Globe LifeLine, LLC shall not under any circumstances be liable for incidental or consequential damages.

4/09

37 Loudon Road, Pittsfield NH 03263
TEL: 800-232-8323 603-435-8323
FAX: 800-442-6388 603-435-6388
www.globefireuits.com

Globe Firefighter Suits • Globe Calms • Globe LifeLine • Globe footGear • Globe CARES



Globe Footwear, LLC

Limited Warranty for Globe Footgear Protective Footwear

Globe Footwear, LLC warrants its protective footwear to be free from defects in materials and workmanship for a period of one (1) year from the date of purchase when properly used and cared for. Our obligation under this warranty shall be limited to the repair or replacement, without charge, of any product which is returned to Globe at buyer's expense and is determined by us to be defective in materials or workmanship, but is otherwise serviceable.

This warranty shall not be effective unless the products are used for the purpose for which they were designed and are used by trained personnel following proper procedures and in accordance with the product's warning, use, inspection, maintenance, care, storage, and retirement instructions. Failure to properly care for the footwear will lead to a shortening of the serviceable life.

"Serviceable" refers to the general condition of the footwear which can be expected to provide at least reasonable limited protection against the hazards from which the footwear was designed to protect. "Serviceable life" is the period of time protective footwear, which has been properly cared for, can be expected to provide reasonable limited protection. "Defects in Materials" refers to weak areas or other flaws caused by irregularities in their manufacture. "Defects in Workmanship" refers to improperly manufactured seams, stitching, or other construction methods

This warranty does not cover wear and tear nor damage from fire, heat, chemicals, misuse, accident or negligence.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The remedy of repair or replacement for breach of this warranty shall be the sole and exclusive remedy and Globe Footwear, LLC shall not under any circumstances be liable for incidental or consequential damages.

4/09

Globe Firefighter Suit • Globe Cairns • Globe LifeLine • Globe FootGear • Globe CARES

Cairns

Lifetime Warranty and Terms of Sale

- 1. Express Warranty**—Cairns products and/or components furnished under this order carry a Lifetime Warranty against material defects and/or faulty workmanship, with the exception of the helmet shell, which carries a 5-year shell replacement warranty. Cairns/MSA shall be released from all obligations under this warranty in the event repairs or modifications are made by persons other than its own or authorized service personnel or if the warranty claim results from abuse, misuse, or normal wear and tear of the product. No agent, employee or representative of Cairns/MSA may bind Cairns/MSA to any affir-
- 2. Exclusive Remedy**—It is expressly agreed that the Purchaser's sole and exclusive remedy for breach of the above warranty, for any tortious conduct of Cairns/MSA, or for any other cause of action, shall be the repair and/or replacement, at Cairns/MSA's option, of any equipment or parts thereof, that after examination by Cairns/MSA
- 3. Exclusion of Consequential Damages**—Purchaser specifically understands and agrees that under no circumstances will Cairns/MSA be liable to Purchaser for economic, special, incidental, or consequential damages or losses of any kind whatsoever, including but not limited to,

mation, representation or modification of the warranty concerning the goods sold under this contract. Cairns/MSA makes no warranty concerning components or accessories not manufactured by Cairns/MSA, but will pass on to the Purchaser all warranties of manufacturers of such components. *THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND IS STRICTLY LIMITED TO THE TERMS HEREOF: MSA SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.*

are proven to be defective. Replacement equipment and/or parts will be provided at no cost to the Purchaser, F.O.B. Purchaser's named place of destination. Failure of Cairns/MSA to successfully repair any nonconforming product shall not cause the remedy established hereby to fail of its essential purpose.

loss of anticipated profits and any other loss caused by reason of the non-operation of the goods. This exclusion is applicable to claims for breach of warranty, tortious conduct or any other cause of action against Cairns/MSA.

Note: This Bulletin contains only a general description of the products shown. While uses and performance capabilities are described, under no circumstances shall the products be used by untrained or unqualified individuals and not until the product instructions, including any warnings or cautions, provided have been thoroughly read and understood. Only they contain the complete and detailed information concerning proper use and care of these products.



ID 3600-09-MC / Jan 2005
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MSA International
Phone 412-967-3554
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Offices and representatives worldwide
for further information:





10-Year Warranty and Terms of Sale

1. The Effective Date of this 10-Year Warranty for Cairns® Fire Helmets is January 1, 2015. All Cairns Fire Helmets manufactured on or after January 1, 2015, shall be covered by the terms issued under this warranty. This warranty supercedes any printed or electronic warranties provided with a Cairns Fire Helmet which was manufactured on or after January 1, 2015.
2. All Cairns Fire Helmets manufactured before January 1, 2015, shall be covered by the terms issued under the previous Warranty.
3. **Express Warranty**—Mine Safety Appliances Company, LLC (MSA) warrants MSA Cairns Fire Helmets manufactured on or after January 1, 2015, to be free from defects in materials and/or faulty workmanship for a period of ten (10) years from the date of manufacture by MSA. This warranty applies to all original assembled components of the fire helmet including: shell; impact cap assembly; suspension; retroreflective trim; ear laps; and faceshield or goggle.
4. **Release of Obligations**—MSA shall be released from all obligations under this warranty in the event that repairs or modifications are made by persons other than its own or authorized service personnel, or if the warranty claim results from accident, alteration, misuse, or abuse. MSA makes no warranty concerning replacement components (i.e., one that was not part of the original assembly) or non-certified accessories, but will pass on to the Purchaser all warranties of manufacturers of such components. This warranty is in lieu of all other warranties, express, implied or statutory, and is strictly limited to the terms hereof. MSA specifically disclaims any warranty of merchantability or of fitness for a particular purpose.
5. **Exclusive Remedy**—It is expressly agreed that the Purchaser's sole and exclusive remedy for breach of the above warranty, for any tortious conduct of MSA, or for any other cause of action, shall be the repair and/or replacement, at MSA's option, of any equipment or parts thereof, that after examination by MSA are proven to be defective. Replacement equipment and/or parts will be provided at no cost to the Purchaser, F.O.B. Destination, Freight Prepaid, to the Purchaser's named destination. Failure of MSA to successfully repair any nonconforming product shall not cause the remedy established hereby to fail of its essential purpose.
6. **Exclusion of Accessories**—Accessories are not a part of the certified product but could be attached to the certified product by a means not engineered, manufactured, or authorized by the manufacturer. MSA Cairns Helmet Accessories made available for purchase by MSA are excluded from this warranty. MSA Cairns Helmet Accessories include are but not limited to: front-piece holders, front-pieces, front-piece brackets, and Bourkes.
7. **Exclusion of Consequential Damages**—Purchaser specifically understands and agrees that under no circumstances will MSA be liable to Purchaser for economic, special, incidental, or consequential damages or losses of any kind whatsoever, including but not limited to, loss of anticipated profits and any other loss caused by reason of the non-operation of the goods. This exclusion is applicable to claims for breach of warranty, tortious conduct or any other cause of action against MSA. **This warranty is in lieu of all other warranties, expressed, implied, or statutory including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. In addition, MSA expressly disclaims any liability for economic, special, incidental, or consequential damages in any way connected with the sale or use of MSA products, including, but not limited to, loss of anticipated profits.**
8. MSA reserves the right to review and update the warranty terms, as needed, to comply with applicable laws or Standards.



ID 3600-72-MC / February 2015
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MSA - The Safety Company
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Fax: 1-800-957-0398

MSA Canada
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Fax: 1-800-967-8328

MSA Mexico
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Fax: 52-44-7327-7944

MSA International
Phone: 724-776-8626
Toll-Free: 1-800-672-7177
Fax: 724-743-1553





CERTIFICATE OF LIABILITY INSURANCE

BENFI-1

OP ID: RB

DATE (MM/DD/YYYY)

11/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TBMBI - (F) P.O. Box 6989 Mobile, AL 36660 Beth Hill		CONTACT NAME: Beth Hill PHONE (A/C, No, Ext): 251-473-9000 FAX (A/C, No): 251-473-9010 E-MAIL ADDRESS:	
INSURED Bennett Fire Products Co., Inc PO Box 2458 Woodstock, GA 30188		INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Co. INSURER B: The Hartford Insurance Group INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 22357	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER		MFGL06532111	03/14/2016	03/14/2017	FAULT OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Excluded) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOD AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☐ TRIPD AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS		MFGL06532111	03/14/2016	03/14/2017	COMBINED SINGLE LIMIT (Excluded) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per person) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB COCLUR CLAIMS-MADE DEL RETENTION \$					FAULT OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PERSON EMPLOYED BY THE CERTIFICATE HOLDER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	21WECZS0774	12/01/2015	12/01/2016	☒ PER ☐ STATUTE ☐ OTHER B.L. EACH ACCIDENT \$ 100,000 B.L. DISEASE - EMPLOYEES \$ 100,000 B.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Lake County is named as additional insured with respect to general liability, per the attached form 00 GL0596 00 04 10 if required by written contract

CERTIFICATE HOLDER

CANCELLATION

LAKE004

Lake County, a political subdivision of the State of FL &
The Board of Co. Commissioners
P.O. Box 7800
Tavares, FL 32778-7800

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Bennett Fire Products Co., Inc.										Ten-8 Fire Equipment, Inc.				
Jacket		Manufacturer r price	Discoun t %	Discounted Price	Est. QTY	Extended Price	Manufacturer r price	Discount %	Discounted Price	Est. QTY	Extended Price			
1	G- Xcel with Black Kombat flex outer shell	\$1,265.00	50.50	\$626.17	75	\$46,962.75	\$1,265.00	47	\$670.45	75	\$50,283.75			
2	Caldura Elite SL2i Thermal Liner	\$471.00	50.50	\$233.14	75	\$17,485.50	\$471.00	47	\$249.63	75	\$18,722.25			
3	Steadair 4000 Moisture Barrier	\$368.00	50.50	\$182.16	75	\$13,662.00	\$368.00	47	\$195.04	75	\$14,628.00			
4	Radio pocket left chest	\$76.71	50.50	\$37.97	75	\$2,847.75	\$76.71	47	\$40.66	75	\$3,049.50			
5	Survivor flashlight hook and strap on right chest	\$25.95	50.50	\$12.85	75	\$963.75	\$25.95	47	\$13.75	75	\$1,031.25			
6	American Flag right shoulder	\$18.78	50.50	\$9.30	75	\$697.50	\$18.78	47	\$9.95	75	\$746.25			
7	Station patch on left shoulder Velcro attachment	\$38.02	50.50	\$18.82	75	\$1,411.50	\$38.02	47	\$21.50	75	\$1,612.50			
8	of collar right side	\$20.58	50.50	\$10.19	75	\$764.25	\$20.58	47	\$10.91	75	\$818.25			
9	Palm Beach across upper back arched	\$26.19	50.50	\$12.96	75	\$972.00	\$26.19	47	\$13.88	75	\$1,041.00			
10	Hanging name patch with Firefighter last name	\$76.57	50.50	\$37.90	75	\$2,842.50	\$76.57	47	\$42.12	75	\$3,159.00			
11	Project fires II reflective scothlite triple trim	\$185.13	50.50	\$91.64	75	\$6,873.00	\$185.13	47	\$98.12	75	\$7,359.00			
12	Grey Nomex Wristers w/thumb loop	\$21.41	50.50	\$10.60	75	\$795.00	\$21.41	47	\$11.35	75	\$851.25			
13	Self material cuff reinforcements	\$14.14	50.50	\$7.00	75	\$525.00	\$14.14	47	\$7.50	75	\$562.50			
Total for Jacket set						\$96,802.50						\$103,864.50		
Pants		Manufacturer r price	Discoun t %	Discounted Price	Est. QTY	Extended Price	Manufacturer r price	Discount %	Discounted Price	Estimate d QTY	Extended Price			
1	Jacket listed above	\$1,850.00	50.50	\$915.75	75	\$68,681.25	\$1,850.00	47	\$980.05	75	\$73,503.75			
2	and up legs	\$101.09	50.50	\$50.04	75	\$3,753.00	\$101.09	47	\$53.58	75	\$4,018.50			
3	Hook and loop closure	std	50.50	\$0.00	75	\$0.00	\$11.07	47	\$5.87	75	\$440.25			
4	Class 1 bail out belt with wide belt loops	\$257.20	50.50	\$127.31	75	\$9,548.25	\$257.20	47	\$136.32	75	\$10,224.00			
5	reinforcement on front flap	\$266.48	50.50	\$131.91	75	\$9,893.25	\$266.48	47	\$141.23	75	\$10,592.25			
6	3 compartment tool pouch in left pocket	\$37.74	50.50	\$18.68	75	\$1,401.00	\$37.74	47	\$20.22	75	\$1,516.50			
7	pockets	\$16.38	50.50	\$8.11	75	\$608.25	\$16.38	47	\$17.36	75	\$1,302.00			
8	Dragonhide cuff reinforcements	\$32.93	50.50	\$16.30	75	\$1,222.50	\$32.93	47	\$12.68	75	\$951.00			
9	Dragonhide knee reinforcements	\$46.97	50.50	\$23.25	75	\$1,743.75	\$46.97	47	\$24.89	75	\$1,866.75			
10	Silizone padded knee	\$56.87	50.50	\$28.15	75	\$2,111.25	\$56.87	47	\$31.20	75	\$2,340.00			
11	H Back padded ripcord suspenders	std	50.50	\$0.00	75	\$0.00	0	47	\$0.00	75	\$0.00			
12	Pocket back of pants above ankle on both legs	\$153.42	50.50	\$75.94	75	\$5,695.50	\$81.31	47	\$81.31	75	\$6,098.25			
Total for Pant set						\$104,658.00						\$112,853.25		
Grand Total						\$201,460.50						\$216,717.75		

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2021

Section of Agenda

Resolutions

Agenda Title

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.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▣ **Memorandum dated December 18, 2020, from Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 004-2021**
- ▣ **ITB No. 2021-02 Bid Tab**
- ▣ **Solicitation Summary**

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 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 Awarding 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, **Resolution No. 004-2020**

DATE: 18 December 2020

STAFF RECOMMENDATION

Town staff recommends that Town Council approve the Award of ITB No. 2021-02, Annual Curb, Bollard, and Tire Stop Painting to Premium Painters as the Primary Vendor as 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.

WHY THIS ACTION IS REQUIRED NOW

The previous contract RFP 93-2015, which had been awarded to Premium Painters had exceeded the State Statue of five years for an award period. The Town was obligated to re-solicit a new contract for the services required by Town operations.

GENERAL INFORMATION

The Town of Palm Beach sought proposals from licensed and qualified contractors to paint concrete curbing, concrete bollards and parking stall tire stops in selected areas of the Town of Palm Beach. The contractor is required to provide all necessary materials, labor, management, supervision, trucks, gas, oil, safety equipment, water supply, and any other materials and equipment necessary to complete the work as specified.

PROCUREMENT METHODOLOGY

The Town issued a ITB. The solicitation was broadcast to 465 potential vendors through DemandStar and Public Purchase, the Town website and the Palm Beach Post. The award was based on low, responsive, responsible bid.

FUNDING

Funding for this maintenance item will be from the Public Works Department budget in the General 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
Paul Colby, Facilities Division Manager
Duke Basha, Assistant Purchasing Manager
Eric Shibley, CPPB, Senior Buyer

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.

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. 004-2021, approving 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.

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 12th day of January, 2021.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

5714 Bid No. 2021-02 - Annual Curb, Bollard and Tire Stop Painting

Estimated Annual Qty.	E & F Ponda Enterprises Inc.		Razorback LLC		Primium Painters		All Counties Painting dba		Koor Painting by Hartzell		Quick Painting Group Corp.	
	Unit	Price per Unit	Total	Price per Unit	Total	Price per Unit	Price per Unit	Total	Price per Unit	Total	Price per Unit	Total
34288	L.F.	\$0.85	\$29,144.80	\$10.00	\$342,880.00	\$0.58	\$1.10	\$37,716.80	\$0.50	\$17,144.00	\$9.00	\$308,592.00
2002	L.F.	\$0.85	\$1,701.70	\$20.00	\$40,040.00	\$0.58	\$1.10	\$2,202.20	\$0.50	\$1,001.00	\$12.00	\$24,024.00
381	L.F.	\$0.85	\$323.85	\$30.00	\$11,430.00	\$0.58	\$1.10	\$419.10	\$0.50	\$190.50	\$18.00	\$6,858.00
191	L.F.	\$0.85	\$162.35	\$30.00	\$5,730.00	\$0.58	\$1.10	\$210.10	\$0.50	\$95.50	\$25.00	\$4,775.00
150	EA	\$40.00	\$6,000.00	\$50.00	\$7,500.00	\$11.20	\$20.00	\$3,000.00	\$15.00	\$2,250.00	\$50.00	\$7,500.00
415	EA	\$20.00	\$8,300.00	\$50.00	\$20,750.00	\$0.58	\$10.00	\$4,150.00	\$15.00	\$6,225.00	\$50.00	\$20,750.00
			\$45,632.70		\$428,330.00			\$47,698.20		\$26,906.00		\$372,499.00
Apparent awardee												

Solicitation summary (5714)

Details

Reference number:

Procedure: Sealed without Preselection

Description:

INTRODUCTION

The Town of Palm Beach is requesting proposals from qualified contractors to paint curbs, concrete bollards and tire stops in the Town of Palm Beach. The contractor shall provide all necessary materials, tools, labor, management, supervision, trucks, gas, oil, safety equipment and any other materials and equipment necessary to complete the work as specified.

PRE-BID CONFERENCE

A "NON-MANDATORY" pre-bid meeting will be held on:

Date/Time: October 29, 2020 at 2:00 PM.

*****This pre-proposal meeting will be conducted via virtual conference. Directions to join are as follows*****

Attendance is strongly encouraged as this will be the only forum to seek clarification from Town staff.

You can go here to attend the meeting: <https://global.gotomeeting.com/join/493897861>

You can also dial in using your phone.

United States: +1 (669) 224-3412

Access Code: 493-897-861

BID OPENING:

A "NON-MANDATORY" public bid opening will be held on:

Date/Time: December 1, 2020 at 2:00 PM.

*****This bid opening will be conducted via virtual conference. Directions to join are as follows*****

You can go here to attend the meeting: <https://global.gotomeeting.com/join/694610149>

You can also dial in using your phone.

United States: +1 (646) 749-3122

Access Code: 694-610-149

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.

DESIGNATED PROCUREMENT REPRESENTATIVE

The Designated Procurement Representatives for this Solicitation is: Eric Shibley, Buyer email: eshibley@townofpalmbeach.com Direct phone: (561) 227-7009 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

Awarded supplier(s)

- Premium Painters (Premium Painters)

Offers/Applications from suppliers

- **Suppliers** (Number of suppliers: 20)
 - Quick Painting Group Corp.
 - Participant since : Nov 19 2020 11:37:28 AM
 - City of Parkland
 - Participant since : Nov 17 2020 11:24:16 AM
 - Muscat Painting & Decorating
 - Participant since : Nov 13 2020 1:08:22 PM
 - Rogar Management & Consulting of FL, LLC
 - Participant since : Nov 5 2020 2:27:56 PM
 - Top of the ladder painting
 - Participant since : Nov 4 2020 11:43:17 AM
 - Town Demo
 - Participant since : Oct 29 2020 2:05:07 PM
 - Tubito Painting of South FL ,LLC
 - Participant since : Oct 28 2020 11:32:18 AM
 - Razorback LLC
 - Participant since : Oct 27 2020 12:27:16 PM
 - J & J Inc. d/b/a Eagle Painting
 - Participant since : Oct 27 2020 10:33:55 AM
 - DMI Paving Inc.
 - Participant since : Oct 26 2020 2:29:13 PM
 - E & F Forida Enterprises Inc.
 - Participant since : Oct 26 2020 1:25:40 PM
 - All Counties Painting dba People's Choice Pressure Cleaning, Inc.
 - Participant since : Oct 26 2020 9:55:05 AM
 - Southland Painting Corp.
 - Participant since : Oct 26 2020 8:44:42 AM
 - Five 12 Painting and Remodeling
 - Participant since : Oct 23 2020 6:48:42 PM
 - M&M Asphalt Maintenance Inc., DBA All County Paving
 - Participant since : Oct 23 2020 11:58:01 AM
 - Premium Painters
 - Participant since : Oct 23 2020 8:43:25 AM
 - All Paving and Sealcoating, LLC dba 3-D Paving
 - Participant since : Oct 23 2020 8:39:02 AM
 - WM. D. ADEIMY JR INC
 - Participant since : Oct 23 2020 8:05:01 AM
 - Roof Painting by Hartzell
 - Participant since : Oct 23 2020 8:04:27 AM
 - ARZ BUILDERS, INC.
 - Participant since : Oct 23 2020 7:49:54 AM
- **Offer phase** (Number of offers in phase: 6)
 - Roof Painting by Hartzell (Roof Painting by Hartzell) Time and date of submitting: Nov 30 2020 12:12:02 PM
 - Premium Painters (Premium Painters) Time and date of submitting: Nov 30 2020 3:56:01 PM

- E & F Forida Enterprises Inc. (E & F Forida Enterprises Inc.) Time and date of submitting: Nov 30 2020 9:24:55 AM
- All Counties Painting dba People's Choice Pressure Cleaning, Inc. (All Counties Painting dba People's Choice Pressure Cleaning, Inc.) Time and date of submitting: Nov 30 2020 7:49:26 PM
- Quick Painting Group Corp. (Quick Painting Group Corp.) Time and date of submitting: Dec 1 2020 8:13:01 AM
- Razorback LLC (Razorback LLC) Time and date of submitting: Dec 1 2020 1:55:13 PM
- **Evaluation** (Number of offers in phase: 6)
 - Roof Painting by Hartzell (Roof Painting by Hartzell)
 - Premium Painters (Premium Painters)
 - E & F Forida Enterprises Inc. (E & F Forida Enterprises Inc.)
 - All Counties Painting dba People's Choice Pressure Cleaning, Inc. (All Counties Painting dba People's Choice Pressure Cleaning, Inc.)
 - Quick Painting Group Corp. (Quick Painting Group Corp.)
 - Razorback LLC (Razorback LLC)
- **Awarding** (Number of offers in phase: 1)
 - Premium Painters (Premium Painters)

Schedule

Name	Type	Start date	End date	Responsible person
Creation date	Date	Oct 14 2020 12:26 PM	—	Public Works Palm Beach
Preparation	Phase	Oct 14 2020 12:26 PM	Oct 23 2020 7:00 AM	
Offer phase	Phase	Oct 23 2020 7:00 AM	Dec 1 2020 2:00 PM	
Evaluation	Phase	Dec 1 2020 2:00 PM	Dec 8 2020 2:00 PM	
Award phase	Date	Dec 8 2020 2:00 PM	—	

Results

- **Offer phase** (Oct 23 2020 - Dec 1 2020)
Solicitation Package

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Phase
1	E & F Forida Enterprises Inc.	—	—	—	—	—	—	Yes
1	All Counties Painting dba People's Choice Pressure Cleaning, Inc.	—	—	—	—	—	—	Yes
1	Premium Painters	—	—	—	—	—	—	Yes
1	Roof Painting by Hartzell	—	—	—	—	—	—	Yes
1	Razorback LLC	—	—	1	—	—	—	Yes
1	Quick Painting Group Corp.	—	—	—	—	—	—	Yes

BASIS OF AWARD

Result

Rank	Name	Price	Phase
1	Premium Painters	\$23,300.66	Yes
2	Roof Painting by Hartzell	\$26,906	Yes
3	E & F Forida Enterprises Inc.	\$45,632.70	Yes

4	All Counties Painting dba People's Choice Pressure Cleaning, Inc.	\$47,698.20	Yes
5	Quick Painting Group Corp.	\$372,499	Yes
6	Razorback LLC	\$428,330	Yes

Alternate Pricing

Result

Rank	Name	Price	Phase
1	Quick Painting Group Corp.	—	Yes
1	All Counties Painting dba People's Choice Pressure Cleaning, Inc.	—	Yes
1	Razorback LLC	—	Yes
1	Premium Painters	—	Yes
1	E & F Forida Enterprises Inc.	—	Yes
1	Roof Painting by Hartzell	—	Yes

• Evaluation

Solicitation Package

Result

Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price	Phase
1	All Counties Painting dba People's Choice Pressure Cleaning, Inc.	—	—	—	—	—	—	No
1	Razorback LLC	—	—	1	—	—	—	No
1	Quick Painting Group Corp.	—	—	—	—	—	—	No
1	Roof Painting by Hartzell	—	—	—	—	—	—	No
1	E & F Forida Enterprises Inc.	—	—	—	—	—	—	No
1	Premium Painters	—	—	—	—	—	—	Yes

BASIS OF AWARD

Result

Rank	Name	Price	Phase
1	Premium Painters	\$23,300.66	Yes
2	Roof Painting by Hartzell	\$26,906	No
3	E & F Forida Enterprises Inc.	\$45,632.70	No
4	All Counties Painting dba People's Choice Pressure Cleaning, Inc.	\$47,698.20	No
5	Quick Painting Group Corp.	\$372,499	No
6	Razorback LLC	\$428,330	No

Alternate Pricing

Result

Rank	Name	Price	Phase
1	Razorback LLC	—	No
1	All Counties Painting dba People's Choice Pressure Cleaning, Inc.	—	No
1	E & F Forida Enterprises Inc.	—	No
1	Roof Painting by Hartzell	—	No
1	Premium Painters	—	Yes
1	Quick Painting Group Corp.	—	No

- **Awarding Solicitation Package**

Result							
Rank	Name	Knockouts	unanswered question(s)	Uploads missed	Incomplete evaluations	Unanswered buyer questions	Price
1	Premium Painters	–	–	–	–	–	—

BASIS OF AWARD

Result			
Rank	Name		Price
1	Premium Painters		\$23,300.66

Alternate Pricing

Result			
Rank	Name		Price
1	Premium Painters		—

Contracts

There are no contracts added

Comments

No comments

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2021

Section of Agenda

Resolutions

Agenda Title

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.

Presenter

Dean Mealy, Purchasing Manager

ATTACHMENTS:

- ▣ **Memorandum dated December 18, 2020, Dean Mealy, Purchasing Manager**
- ▣ **Resolution No. 005-2021**
- ▣ **Quote**
- ▣ **FSA Agreement**
- ▣ **Vendor directory**

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 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 Duval Ford LLC in the Amount of \$97,157.28 and a Project Budget of \$102,000.00 for purchase of two vehicles 2021 Ford Interceptor Utility AWD Hybrid 3.3L, K8A, **Resolution No. 005-2021**

DATE: 18 December 2020

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 005-2021 authorizing 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 PD vehicles.

WHY THIS PURCHASE IS REQUIRED NOW

New vehicles will be replacing current Caprice Police Pursuit vehicles (Asset #40103460 and #40104180), model years 2012 and 2013, which will be 5-6 plus years past the original scheduled replacement date by the time of replacement. Current vehicles will have an estimated 110,000 miles or more at time of replacement. The replaced vehicles will continue to be used by the department as police "EGGs", or for travel/training purposes as deemed necessary and appropriate by the Chief of Police until the maintenance cost exceed the vehicle's useful value.

PURCHASING METHODOLOGY

Purchasing accessed the Florida Sheriff Association contract to secure pricing and approved supplier.

The Florida Sheriff Contact was established to provide Florida Municipalities with best pricing by the volume in purchases state wide.

FUNDING/FISCAL IMPACT

Funding for the replacement vehicle will be from Equipment Replacement Fund.

POLICE DEPARTMENT REVIEW

This item has been reviewed by the Police Department 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: Nicholas Caristo, PD Chief
Will Rothrock, PD Lieutenant
Duke Basha, Assistant Purchasing Manager
Dean Mealy II, CPPO, Purchasing Manager

RESOLUTION NO. 005-2021

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
PALM BEACH, PALM BEACH COUNTY, FLORIDA,
APPROVING UTILIZATION OF THE 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 TO PURCHASE TWO
REPLACEMENT VEHICLES FOR THE POLICE
DEPARTMENT.**

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. 005-2021, approving a purchase order to Duval Ford, LLC for purchase of two vehicles 2021 Ford Interceptor Utility AWD Hybrid 3.3L, K8A in the amount of \$97,157.28 and a project budget of \$102,000.

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 12th day of January, 2021.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk



Duval Ford
5203 Waterside Drive
Jacksonville, FL 32210

Quote #393
12/21/2020

Salesperson:	Bambi Darr
Phone:	(910) 622-6544
Email:	bambi.darr@duvalfleet.com

Contact:	Eugene Bitteker
Phone:	
Email:	EBitteker@TownofPalmBeach.com

Billing Address	
Town of Palm Beach	
Terms:	

Shipping Address	
Town of Palm Beach	
Contract:	FSA20-VEL28.0

\$45.00/hr	254-K8A	INTERCEPTOR UTILITY AWD HYBRID 3.3L	\$35,541.00		
Labor	Code	Item	Qty	Unit Price	Total Price
	254-K8A-BASE	Manufacturer standard equipment and specifications plus FSA required additional 2 remote key FOBS. Standard equipment must include a factory or dealer installed LED spotlight on the driver's side, key FOB keyless entry, vinyl black flooring front and rear, heavy duty cloth front bucket seat and vinyl rear seat.	1		\$0.00
	254-99W/44B	AWD 3.3L V6 Direct-Injection Hybrid Engine System with 10-Speed Automatic Transmission (136-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon tank	1		\$0.00
	254-17T	Switchable Red/White Lighting in Cargo Area (deletes 3rd row overhead map light)	1	\$49.00	\$49.00
	254-43D	Dark Car Feature – Courtesy lamps disabled when any door is opened	1	\$24.00	\$24.00
	254-47A	Police Engine Idle feature • This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle. Allows the key to be removed from ignition while vehicle remains idling	1	\$259.00	\$259.00
	254-51T	Driver Only (Whelen)	1	\$419.00	\$419.00

Date	Quote #
12/21/2020	393

254-66A	Front Headlamp Lighting Solution • Includes LED Low beam/High beam headlamp, Wig-wag function and (2) Red/Blue/White LED side warning lights in each headlamp (factory configured: driver's side White/Red / passenger side White/Blue) • Includes pre-wire for grille LED lights, siren and speaker (60A) • Wiring, LED lights included (in headlamps only; grille lights not included). Controller "not" included Note: Not available with option: 67H Note: Recommend using Ultimate Wiring Package (67U)	1	\$894.00	\$894.00
254-66B	Tail Lamp Lighting Solution • Includes LED lights plus two (2) rear integrated hemispheric lighthouse white LED side warning lights in taillamps • LED lights only. Wiring, controller "not" included Note: Not available with option: 67H, 86T Note: Recommend using Ultimate Wiring Package (67U)	1	\$429.00	\$429.00
254-66C	Rear Lighting Solution • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass • Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open) • LED lights only. Wiring, controller "not" included Note: Not available with option: 67H Note: LED lights only – does "not" include wiring or controller Note: Recommend using Ultimate Wiring Package (67U)	1	\$454.00	\$454.00
254-68G	Rear-Door controls Inoperable (locks, handles and windows) Note: Not available with 52P. Note: Can manually remove window or door disable plate with special tool Note: Locks/windows operable from driver's door switches	1	\$74.00	\$74.00
254-90F	Ballistic Door-Panels (Level IV+) – Driver Front-Door Only , Tested and meets the requirements of NIJ Standard 0108.01 Level IV: • .30-06 M2 AP 166gr (7.62 x 63 APM2 10.8g) Also designed to withstand special threat rounds: • 7.62 x 54R LPS 9.65g • 7.62 x 51 mm M61 9.75g (.308 Winchester 150.5gr) In addition, Level IV+ includes all of the NIJ Level III and LAPD rounds listed in footnote	1	\$2,414.00	\$2,414.00
254-CC-20-UV10-L8-K	TROY PRODUCTS 18" L-shaped console with 10" slope / 8" level with faceplates, 4" dual cup internal beverage holder, 4" shallow console tray, 2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module, & height adjustable swivel arm rest with 5"x8" foam pad that bolts to rear of console.	1	\$809.00	\$809.00

Quote

Date	Quote #
12/21/2020	393

9	254-WPLB – LED 1 TIER	Whelen Premium All LED LFL Liberty Lightbar (Model S8FSA1), Fully loaded, 100% Solid State Electronics, manufactured in America with 15 Led Modules, Two Wire Controlled Traffic Advisor, (2) LED Flashing/Takedown Lights, (2) LED Flashing/Alley Lights, Mounting Kit, 295SLSA6 Combination Light/Siren Controller, SA315P Siren Speaker and Mounting Bracket.	1	\$2,131.64	\$2,131.64
	Misc Opt	Add Cencom Siren Controller	1	\$448.00	\$448.00
	2TONE	Two Tone Paint- Ford Royal Blue/ white	1	\$1,846.00	\$1,846.00
	254-TAG	New Tag Charge (Florida only) Requires (TTO) Tag/Title option. Specify City, State, or Sheriffs Tag. Includes (TMP)	1	\$125.00	\$125.00
	254-TTO	Tag and Title processing and handling fee. Tags are processed at the local tag office and physically picked up for client and affixed to vehicle prior to deliver. Cost includes electronic administrative fee, manual processing courier, and Fedex related expense.	1	\$48.00	\$48.00
	254-59E	Keyed Alike – 1435x	1	\$49.00	\$49.00
	254-P1000UINT20A	Single Prisoner Cage - Pro-gard - Partition,seat, door panels, window bars,lep,rear barrier	1	\$2,160.00	\$2,160.00
	LM	Exterior: Royal Blue	1		\$0.00
	96	Interior: Black	1		\$0.00
		Vinyl Floor	1		\$0.00

We appreciate your interest and the opportunity to quote. If you have any questions regarding this quote please call! Note, Vehicle will be ordered white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.

Labor Total:	\$405.00
Unit Total:	\$48,578.64
Quantity:	2
Grand Total:	\$97,157.28

FSA Cooperative Purchasing Program



Contract: FSA20-VEL28.0 – Pursuit,

Administrative and Other Vehicles

Contract: FSA20-VEH18.0 – Heavy Trucks

Contract: FSA20-EQU18.0 – Heavy Equipment

(Items formerly included under “VEH” contract.)

Contract Terms and Conditions

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

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FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

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FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association "FSA", using the information shown above. Please be sure to reference the bid number and your contact information.

The contacts for this bid are:

Ed Lanier, FSA Cooperative Purchasing Program Coordinator
E-mail: elanier@flsheriffs.org
Phone: 850-877-2165, ext. 5811
Fax: 850-878-5115

Craig Chown, FSA Cooperative Purchasing Program Manager
E-mail: cchown@flsheriffs.org
Phone: 850-877-2165, ext. 5833
Fax: 850-878-5115

Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized vendors for contract terms specified under Section 1.03 for the purchase of vehicles and equipment on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles and FSA20-VEH18.01 Heavy Vehicles shall remain in effect for two (2) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of these contracts begins October 1, 2020 and ends September 30, 2022.

The term for Contract FSA20-EQU18.0 Heavy Equipment shall remain in effect for three (3) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of this contract begins October 1, 2020 and ends September 30, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 ESTIMATED QUANTITIES

In FY 2018-19, eligible users purchased approximately 8,856 vehicles and equipment from this contract. These estimated figures are given as a guideline for bidders preparing bids.

Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

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1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

- a. Bidder: A proposer or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program Administrator in accordance with the Contract Terms and Conditions.
- b. Bid System: The online forum used for the submission of electronic bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- c. Dealer: A manufacture's certified representative authorized by the manufacturer to market, sell, provide, and service the vehicles/equipment for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- d. Florida Sheriffs Association Cooperative Purchasing Program (FSA): The entity that administers the Invitation to bid and contract administration functions for this contract.
- e. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.
- f. Factory: Refers to the manufacturer produced products.
- g. Fleet Advisory Committee (FAC): An employee of a sheriff's office or other local governmental agency, or any other person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Fleet Advisory Committee makes recommendations to the FSA and is not responsible for final awards.
- h. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request

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for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

- i. Manufacturer: The original producer or provider of vehicles or equipment offered on this contract.
- j. Manufacturer's Suggested Retail Price (MSRP): Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
 - 1. Manufacturer's Computer Printouts: Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent
 - 2. Chrome Systems, Inc.'s PC Carbook (PC Carbook Plus and PC Carbook Fleet Edition)
 - 3. Manufacturer's Annual U.S. Price Book
 - 4. Manufacturer's official website
- k. Non-Scheduled Options: Any optional new or unused component, feature or configuration that is not included or listed in the base vehicle specifications or options.
- l. Production Cutoff: A date used by manufacturers to notify dealers that the factory has reached maximum capacity for orders or are discontinuing the production of a vehicle or equipment. Vehicle manufacturers use this term when referring to any given model year for production.
- m. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- n. Purchaser: A Purchaser is an entity that seeks to obtain vehicles or equipment off this contract by meeting the eligible user criteria or with vendor approval.
- o. Purchase Order: A request for order from a purchaser to an awarded vendor for an item that has been awarded on this Contract. Purchaser orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.
- p. Third Party Supplier: Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished vehicle or equipment. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor.
- q. Vendor: The bidder that has been awarded and agrees to provide vehicles or equipment that meet the requirements and base specifications. The vendor must agree to the contract terms and conditions of the contract before being awarded to the contract.
- r. Vendor Installed: A product or service provided by the vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

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Awarded bids, or contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida.

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract, which can include out of state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

1.10 LEGAL REQUIREMENTS

Federal, State, county laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

1.11 PATENTS & ROYALTIES

The bidder, without exception, shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable federal or State legal or regulatory requirements that become effective during the term of the Contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA immediately.

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

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1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

1.16 MINORITY BUSINESS ENTERPRISE (MBE)

The Florida Sheriffs Association policy is that Minority Business Enterprises (MBE) shall have the opportunity to participate in this invitation to bid. Such process would be for supplying goods and services to FSA and Purchasers.

1.17 ANTI-DISCRIMINATION

The bidder certifies that he/she is in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, size, and design are to be used.

All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management

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Services following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a Vendor, supplier, Sub-Vendor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, and appropriate certifications furnished. Purchasers shall comply with all federal, state and local tax requirements.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 TAXES

Customers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

1.22 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Contract Terms and Conditions, if issued
2. Contract Conditions
3. Addenda to Bid Specifications, if issued
4. Bid Specifications
5. Bidder Instructions
6. General Conditions

1.23 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the contact persons identified in Section 1.01 of this procurement.

Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.24 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must

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be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

Interpretation of the specifications or any solicitation documents will **not** be made to the bidder verbally, and if any verbal clarifications are provided they are without legal effect.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The FSA reserves the right to address technical questions.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified.

FSA will make every attempt to e-mail updates to registered bidders. However, posting to the FSA website or the bid system constitutes proper notice of addenda.

The bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided. Failure to acknowledge Addendum shall deem the bid non-responsive; provided, however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all vendors of any addenda and will require acknowledgement of the new terms and conditions. If the vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified responsive bidder.

1.25 SIGNED BID CONSIDERED AN OFFER

The signed Bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the FSA and in case of default on the part of successful bidder, after such acceptance, the FSA may procure the items or services from other sources. The bid submission must be signed by an authorized representative.

An electronic signature may be used and shall have the same force and effect as a written signature.

1.26 ASSIGNMENT OF CONTRACT

No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA reserves the right to

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reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

1.27 TERMINATION OF PRODUCT LINE

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA within 10 business days of the decision not to retain the product line.

In the event a manufacturer reassigns the product line to an alternate vendor, the manufacturer and the vendor are required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the vendor is not already an approved FSA vendor, the vendor is required to apply to the FSA to become an approved vendor *prior to* conducting any qualified sales. The vendor and the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

1.28 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation.

The FSA reserves the right to make multiple awards within a specification, if deemed in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA website according to the date posted in the bid calendar.

1.29 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA in making the award.

The FSA may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this Bid.

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Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.30 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

By responding to this procurement the vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the obligations of the Contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.31 FINANCIAL RESPONSIBILITY

Bidder affirms by the signature on the contract signature page that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;
- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award; and
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all specifications bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.32 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship that meet or exceed federal safety standards.

Products requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

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1.33 NONCONFORMANCE

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

1.34 GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid.

1.35 TIE BIDS

FSA has the right to award multiple bidders the primary or alternate award in the event of a tie.

In the event the FSA desires to break tie bids, and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder Within the State of Florida
- Vendors performance record with purchasers
- Coin Toss

1.36 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify Vendor's sales.

FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates or work sheets;
- Contract amendments and change order files;

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- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any Sub-Vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a customer in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.37 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable county and municipal code requirements. The vendor shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the vendor or any person the vendor has designated in the completion of the contract as a result of the bid.

1.38 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions.

After acceptance of bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Bidder Instructions and/or Insurance Checklist.

Purchaser may request a performance bond from a vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

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1.39 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.40 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may collectively choose to agree to increase or decrease its product base price in one or more zones to maximize awards thus denying the public a fair price.

Examples of Bid Collusion:

- Cover bidding: a competitor agrees to submit a non-competitive bid that is too high to be accepted or contains terms that are unacceptable to the buyer.
- Bid suppression or withdrawal: a competitor agrees not to bid or to withdraw a bid from consideration.
- Market sharing: a competitor agrees to submit bids only in certain geographic areas or only to certain public organizations.
- Bid rotation: competitors agree to take turns at winning business while monitoring their market shares to ensure they all have a predetermined market share.

Bidders or vendors who have been found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealers which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

1.41 DEFAULT

Failure or refusal of a bidder to execute a contract upon award or withdrawal of a bid before such award is made, may result in forfeiture of any bid surety required that is equal to damages incurred by the FSA there from, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the awarded vendor's list.

In case of default on the part of awarded bidder, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest

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ranked bidder or from other sources. A defaulting bidder may be held liable for costs incurred by the FSA in procuring replacement products.

1.42 PROTESTS AND ARBITRATION

Options are for informational purposes only and will not serve as a basis for protest.

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

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If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.43 NONPERFORMANCE

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per vehicle/equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA at its sole discretion may remove a noncompliant vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by specifications or zones, or other actions as determined by FSA at its sole discretion.

At FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the vehicle or equipment is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the vehicles or equipment may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be

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incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

All terms and conditions are applicable throughout the term of the contract and not any given Year, Make or Model.

1.44 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.45 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within 10 business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of off set until such time as the exact amount of damages due the FSA from the vendor is determined.

1.46 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 calendar days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balanced of the Contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

1.47 CONTRACT ADVERTISMENT AND USE OF FSA LOGO

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The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting cpp@flsheriffs.org, and should include a brief description of the how the vendor intends to use the logo.

The official FSA sheriff's star and wreath logo may not be used without prior written permission.

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2.0 BIDDER INSTRUCTIONS

2.01 BIDDER QUALIFICATIONS

In order for bids to be considered, bidders who are not currently parties to the existing contract must provide the following material at the time the mandatory qualifying documents are due. FSA reserves the right to accept this information up and until the final award. The purpose of requesting this information is to demonstrate that they are qualified to satisfactorily perform as an awarded vendor.

The bidder shall provide information as on the Bidder Qualifications Form:

- Bidder company name and parent company, if applicable
- Complete business address
- State of incorporation
- Length of time in business
- Names and contact information for key personnel
- Dun & Bradstreet Business Information Report Snapshot
- Identify a minimum of three contracts of similar size and scope
- Identify a minimum of three references for vehicle or equipment sales to government agencies
- Any contracts the bidder has been disqualified from, terminated from or found in default on, to include the reason for disqualification, termination or default

2.02 LICENSING/FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealer's License in order to bid on any motor vehicle. Bidders must maintain a repair/warranty facility within the State of Florida to provide sales and service for the vehicles and equipment bid.

If a bidder does not maintain a facility to perform warranty work or repair service within the state of Florida, the bidder must provide a detailed plan at the time of bid submission as to how the bidder would service Florida purchasers if awarded the contract. This Service Standard Plan must include:

- Whether the warranty service provider is approved by the manufacturer;
- Estimated quantities sold per item bid;
- If the company plans to contract out for service a copy of the service agreement; and
- Zone specific service plans to include:
 - Response time to initial call from purchaser,
 - Number of personnel available to service the contract,
 - Qualifications of personnel providing warranty work, and
 - Any additional information that would detail how warranty service would be provided.

The sufficiency of Service Standard Plan will be evaluated by the FSA during the bid evaluation.

The FSA reserves the right to periodically request additional or updated information from a bidder regarding the repair/warranty facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

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Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor.

The vendor at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work. The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist. The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist.

No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+: VI or better per Best's Key Rating Guide, latest edition.

Copies of original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein shall be provided no later than five business days before the contract award date. The certificate must state Bid Number and Title. The vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

Upon expiration of the required insurance, the vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

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It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the FSA.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third party suppliers and of persons employed by them as he is for acts and omissions of persons directly employed by the vendor.

Insurance coverage required in this contract shall be in force throughout the contract term. The required Insurance Checklist summarizes the bidder's insurance obligations, if awarded.

The FSA can request and the vendor shall furnish proof of insurance within seven calendar days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof.

If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

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2.04 SPECIFICATIONS

All units covered by this Contract and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid document. If awarded, bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

The bid specifications are contained on the FSA bid system. The FSA base specifications are incorporated in this document by reference.

All bidders will be required to provide information requested on the FSA bid system or may have their bid rejected.

All vehicles, equipment, and options provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided in this Contract.

2.06 DISCOUNTS

Discounts listed in heavy vehicle and heavy equipment bids shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any vehicle, equipment and options.

The vendor has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts.

Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

2.07 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using VendorLink.

2.08 EXCEPTIONS, OMISSION AND ERRORS

Any exceptions, deviations, or contingencies a bidder may have to specifications or Contract Conditions, Section 3.0 of this document, must be documented in bidder's submission. Exceptions to the specifications at the time of the bid submission shall reference the specification or item number and a written explanation for the request for exception. At FSA's discretion, exceptions, deviations, or contingencies to the specifications or Contract Conditions stipulated by the bidder may result in disqualification of a bidder's submission.

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Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the FSA of any inaccuracies in the specifications or required submittal documents. All notifications of inaccuracies must be in writing and timely submitted.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

Exceptions, deviations or contingencies to the General Conditions or Bidder Instructions, other than those determined to constitute minor irregularities and waived by the FSA pursuant to Section 2.26, may be cause for the rejection of a bidder's submission.

2.09 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

2.10 EQUIVALENTS

Bidders must first request approval from the FSA before submitting a bid that includes an equivalent that will supplement an item on the base specification. The FSA will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base specification.

Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, specification or entire award can be removed by the FSA.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

2.11 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting in accordance with FSA requirements. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to meet in person to clarify questions on the terms and conditions and to confirm all base specifications are correct.

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Bidders have the opportunity to suggest technical modifications or corrections before the specifications are finalized. Questions relating to the specifications, the bid process, or award can be asked at the Pre-Bid Meeting.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested authorization, signs a memo of understanding to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.12 QUALIFICATION

Prospective bidders are required to complete the qualification forms by the date listed on the Bid Calendar. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting.

Qualification forms include:

- Drug-Free Workplace Form
- Insurance Checklist
- Manufacturer Authorization Form for each manufacturer bid for Contract FSA20-VEH18.0 and FSA 20-EQU18.0
- Manufacturer Authorization Forms are **not** required for Contract FSA20-VEL28.0
- Emergency Vehicle Technician (EVT) Certification, if bidder is offering emergency lighting and sirens
- Qualified Bidder documentation, as required in Section 2.01

The qualification forms are located on the bid system.

2.13 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each specification, make, and model must be priced and bid separately.

Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the specifications bid for the duration of the contract award, unless otherwise addressed by a contract extension or price adjustment as provided in the contract. These prices must be inclusive of all of the components included in the base specification.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined in Section 3.28.

Prices must be Free On Board (FOB) destination.

Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

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2.14 OPTION PRICING

The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Bidders shall NOT use options to create a vehicle or equipment that is entirely different than the FSA base specification or are available as another specification bid on this ITB.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. Section 2.15 contains specific instructions and exceptions for emergency lights and sirens.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid, see Section 3.23 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the bid system. See Section 2.14 for details on emergency lights and sirens.

If options are not available as a stand alone option, the bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e. model or engine upgrade), the bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written base specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA.

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Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in the bid solicitation. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the vendor.

Option Upload

The bid system will accept option information from bidders through a .pdf file upload. The option information required for the bid submission of the options under each bid specification number include:

- Bid Item number (FSA item specification number)
- Order code (Manufacturer order code)
- Description
- Price

The options will correspond to the specification or item number. Multiple options may be listed for each each specification or item number bid. Therefore, bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA may require bidders to correct the formatting of the options, but pricing may not be modified. Failure of the bidder to make corrections may cause the bid to be rejected.

If the bidder wishes to offer credit to the purchaser for an option that is standard on the FSA base specification, the bidder should include the word "Credit" at the beginning of the description, and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the bidder will credit the purchaser.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective department or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must also submit Emergency Vehicle Technician Certifications for the individuals working for the bidder or the designated third-party supplier who will perform the installation. FSA reserves the right to accept certifications up and until final award.

Vendors that will install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3

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in order to be eligible for participation in the Contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the Contract.

Prices submitted for emergency lights and sirens shall include all applicable government imposed fees.

Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission.

For vehicles that are manufactured with emergency lights and sirens, including motorcycles, bidders may not charge for labor, emergency lights or sirens that come from the factory equipped with these features as standard equipment.

Bid Submission of Emergency Lights and Sirens

Bidders will be asked to provide pricing for emergency lights and sirens by submitting a pricing sheet. The bid system will receive pricing through a standardized Excel file. The pricing sheet will include:

- Group
- Order code
- Description
- Price (part only)
- Labor hours
- Labor cost per hour

2.16 SUBMITTAL OF BID

Bidders are required to submit a bid using the FSA bid system, VendorLink. Bid submissions include pricing for the base specification, option descriptions and pricing, and any applicable lighting/siren pricing, as well as all other required documentation.

The bid must be received by the date and time specified on the Bid Calendar. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

Bidders must submit their bid electronically using the on the FSA bid system, which is located at <https://www.myvendorlink.com>. Bids not submitted within VendorLink will be rejected. Bidders are encouraged to participate in training provided for Vendorlink.

User names and passwords will be issued to qualified after registering in the bid system, qualified bidders will be invited to bid.

Prices are to be rounded to the nearest whole dollar (i.e. \$10, not \$10.05). The bid system allows for cents, however the bid evaluation is based on the whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied:

- \$.01-.49 will be rounded down to the prior dollar bid (e.g. \$50.49 = \$50)
- \$.50-.99 will be rounded to the next dollar (e.g. \$50.50 = \$51)

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

1. Submit bid electronically through the FSA bid system, VendorLink, for the applicable bid.

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2. Input bid price in the bid system price field within each specification being bid.
3. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); or Compressed File (ZIP) formats.
4. Enable printing on files submitted.
5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.)
6. Bids must be input into the standardized format in VendorLink.
7. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during bid submission.
8. Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid submitted in VendorLink shall include the following documents:

- Executed Contract Signature Page
- Build sheet in a single merged .pdf document for each item bid as prescribed in the FSA bid system.
 - A build sheet is a document from the bidder or manufacturer that confirms that the vehicle or equipment bid matches the FSA base specification. If using the manufacturer's print-out, the document shall include the FSA bid specification item number, and indicate the manufacturer's base model code and display the standard equipment required to provide the base vehicle or equipment as outlined in the FSA base specification. For example, manufacturer print-outs can include Ford – Dora, General Motors – GM Autobook. Carbook Pro build sheets are acceptable. If vendor-installed aftermarket components are used to meet the base specification and these components must be identified on the build sheet. Build sheets for each item bid must be compiled into a single .pdf document. Build sheets should be in numerical order by specification, clearly identifiable by specification or item number, and include model name and number. If FSA cannot determine which specification the build sheet is for, the item bid can be rejected as nonresponsive.
- Option pricing required as a single merged .pdf document as prescribed in the FSA bid system.
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Emergency Vehicle Technician Certifications, if applicable.
- Service Standard Plan, Section 2.02, if applicable.
- Any requested equivalents, Section 2.10, or exceptions, Section 2.08.
- Certificates of Insurance, as applicable for policies in existence at the time of bid submission

FSA may ask awarded bidders to supply one hard copy set with original, written signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA.

2.17 ZONE BIDDING

Bidders are allowed to bid in one or more geographic zones. The zone map is included in Appendix B. A space is provided for the bidder to indicate pricing for each zone. The bidder only submits a bid for each zone if pricing is provided for each zone.

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2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Page with the signature of an authorized representative no later than the date of the final award.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder believes that the bidder must withdraw the bid, the bidder must contact FSA immediately. Bid withdrawals are handled on a case by case basis, and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the stated due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening will occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida.

FSA shall read the bidder name and verify that the bidder successfully input the bid within the timeframe prescribed for bid submission in the Bid Calendar.

2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Contract. As set forth in section 2.27, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if eligibility and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

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Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts;
- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to the requirements of Section 2.01, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process if FSA determines this information is necessary to award the bid.

FSA reserves the right to determine which responses meet the requirements, specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present responsibility concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as nonresponsible.

2.24 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by specification, by manufacturer and by zone to bidders deemed to be responsive and responsible. Awards may also be made to the second and third lowest bidders by specification, by manufacturer and by zone, if applicable and determined to be in the best interest of the FSA and the purchaser.

The Fleet Advisory Committee serves as the initial review for bid submissions. The Fleet Advisory Committee's review is submitted to the FSA for final evaluation and determination of award.

The options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. However, the FSA has the discretion to consider option pricing in making the award if doing so would be in the best interests of the FSA or the purchaser.

FSA reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

2.25 FIRM BID

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening, and if awarded through the duration of the contract unless otherwise addressed by a contract extension or price adjustment as provided in this contract.

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per vehicle or equipment, which amount the vendor

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agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

2.26 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA Cooperative Purchasing Program website after the bid submission closes as indicated in the Bid Calendar. <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/dealers-only>.

If there is a delay in posting the bid tabulation results, FSA will post a notice of the delay and a revised date for posting of results.

2.27 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders.

The FSA may also reject any bids not submitted in the manner specified in this document.

2.28 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the bid award date and effective date of the awarded contract as indicated in the Bid Calendar. During this period all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid.

FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any bid system malfunctions occur.

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3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the Contract between the FSA and the awarded vendor.

The terms and conditions apply to all vehicles and equipment purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that he/she is duly authorized to do so and binds the respective party to the Contract.

3.03 VENDOR CONTACT INFORMATION

The vendor will maintain current contact information with FSA at all times.

If a change occurs during the contract, the vendor must notify FSA immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to CPP@flsheriffs.org.

A sample Vendor Change Document can be found in Appendix A and on the FSA website.

3.04 OPTION TO RENEW & PRICE ADJUSTMENT

Renewal Option

The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part.

In the event that the contract is held beyond the term provided herein, it shall be on a month-to-month basis only and shall not constitute an implied renewal of the contract. Such a month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

Price Adjustment

On an annual basis during the contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, as a result of any changes to national or state standards that require substantial cost adjustments, significant manufacturer changes to the production of and specification design, or in the event of material changes in tariffs that result in cost increases of 15% or more.

The price adjustment request may be considered and implemented by FSA on an annual basis during the initial term, or upon the completion of the initial term or a 12-month renewal period. Price adjustments will be implemented upon request from a vendor or in the event that the FSA determines in its sole discretion that such a price adjustment is warranted.

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Prices may be increased or decreased by the percentage change reflected in the nationally published PPI. FSA shall determine the PPI based on the most recent published PPI initiated at the time of renewal that best reflects adjustments to the economy over the previous 12 months.

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to FSA. The FSA will consider the cost changes and will make a final determination on the change in price.

In cases where manufacturers have significant changes to production and specification design to an awarded item, FSA will consider certified manufacturer price changes and may allow price adjustments to reflect such changes in price from the manufacturer to the awarded vendor.

For any vendor-initiated price adjustment to commence on the first day of the renewed contract term, extension or the end of a 12-month period, the vendor's request or adjustment should be submitted one hundred and twenty (120) calendar days prior to expiration of the then current contract, extension or 12-month period. The vendor-initiated price adjustment request must clearly substantiate the reasons for the requested increase. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA reserves the right to accept the renewal adjustment or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

3.05 ADDITIONS AND DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor/Manufacturer performance; or
- Lack of relevance of products.

3.06 EQUITABLE ADJUSTMENT

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

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3.08 PRODUCTION CUTOFF

Vendor shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Notification shall be provided in writing.

Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer.

If a purchase order has been timely received by the vendor or the manufacturer, and the manufacturer fails to produce or deliver the production year vehicle, the vendor must provide the next year's equivalent model at current contract prices.

Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term.

If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the specifications, FSA may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

3.10 SUBSTITUTIONS

The FSA or purchasers will NOT accept substitutes of any kind. Vendors are expected to furnish the brand quoted in the bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

3.11 POLICE RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation.

These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report click or copy the links below.

The importance with which each individual phase is weighted in these evaluations is a subjective decision which should be made by each agency based upon that agency's needs.

For the purposes of this bid, the following are recognized authorities:

State of Michigan, Department of State Police and Department of Technology, Management and
Budget Police Vehicle Evaluation Program

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https://www.michigan.gov/documents/msp/2019MYPoliceVehicleEvaluationTestBook639203_7.pdf

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:

<https://www.lasd.org/pdfs/web/viewer.html?file=VehicleTestBooklet.pdf>

Motorcycles:

https://www.lasd.org/pdf/2017_MotorcycleTestBooklet12192017.pdf

3.12 SPECIAL SERVICE VEHICLES

Vehicles in this category in some cases have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufactures published information for detailed information regarding these vehicles.

3.13 CAB AND CHASSIS PURCHASES

Cab and Chassis can be purchased from the vendor without any required additional fitting by the vendor. If an incomplete chassis is sold to an agency, then the vendor is not responsible for the tag and title. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third party supplier.

FSA highly recommends that all upfitting of cab and chassis be performed by vendors who are licensed and certified to perform such work to avoid unnecessary exposure to future liability.

The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

3.14 FACTORY INSTALLED

All options specified as factory installed are to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no vendor-installed equipment will be accepted as factory installed. Vendors found supplying aftermarket or vendor-installed equipment where factory installed are specified may be required to retrieve all delivered vehicles and reorder new vehicles meeting the specifications.

All factory ordered options are to be original equipment manufacturer (OEM) and factory installed unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

Aftermarket parts, modifications, and factory produced parts and components ordered and installed by a vendor that do not meet the requirements of factory installed components, will be rejected for noncompliance with the requirements of the specification.

In the event that a component that does not meet the specifications is found installed on a vehicle before or after the vehicle has been accepted by the purchaser, the vendor shall be required to replace the vehicle

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with a vehicle that meets the required specifications, including factory installed components. In the alternative, the purchaser shall decide whether they will accept vendor installed components.

3.15 VENDOR INSTALLED OPTIONS

All vendor-installed accessories or options shall be installed according to the manufacturer's specifications. Examples include, but are not limited to a roll bar, trailer hitch, etc.

All such accessories must be manufactured by an established manufacturer of the product provided. Vendor is required to disclose Make and Model of product being offered and the location, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any item that is less than or exceeds the factory vehicle or equipment warranty coverage.

A vendor that employs a third-party supplier or subcontracts technicians to install emergency equipment on vehicles purchased on this contract is required to utilize technicians that are certified in Law Enforcement Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The FSA may at any time during the contract period request proof of the required certification.

Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45 of this Invitation to Bid.

3.16 NON-SCHEDULED OPTIONS

FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid document. If a purchaser requests a non-scheduled option that is not included in the bid document, the vendor may provide this non-scheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

3.17 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

3.18 DELIVERY TIME

Vendors shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

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3.19 ORDER

The vendor shall submit a copy of the purchase order to the FSA within 15 calendar days of receipt from the purchaser.

To initiate a purchase, a purchaser issues a purchase order to the vendor, which shall include:

- The contract number and title,
- Specification number,
- Purchaser's federal identification number, and
- Name, phone number and email address for the point of contact at the purchasing agency.

Delivery or due dates should be discussed with the vendor at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. It is important to note that vendors do not have any control over production delays in schedules from the manufacturer.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide vehicles or equipment outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

The purchaser should forward an executed copy of the purchase order to the FSA at the same time the purchase order is sent to the vendor. Emails or hard copies are acceptable. Emails can be sent to coop@flsheriffs.org.

If a vendor receives a purchase order for a specification for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

All vehicles ordered prior to production cut off and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.

Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the Contract and the purchase order.

It is the vendor's responsibility to ensure that the vehicle or equipment ordered by the purchaser is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver a vehicle that will be fully compatible with all of its options.

Any changes that are required to bring a vehicle or equipment into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and returned to the purchaser 14 calendar days from receipt of purchase order without notification by the purchaser. An example Confirmation of Order form is included in Appendix C.

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Any additional information needed to complete this form should be obtained from the purchaser. The form may be modified to accommodate each purchaser as necessary.

3.20 VEHICLE AND EQUIPMENT DELIVERY

At a minimum, pre-delivery service shall include the following:

- Standard Vendor and Manufacturer protocol for new vehicle and equipment delivery;
- Cleaning of vehicle and equipment, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Verification that the hour meter does not exceed five (5) hours for equipment;
- Owner's manual and warranty manual to accompany each vehicle and equipment; and
- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this form, or have forms that have been altered will not be accepted. Build sheets, or documentation that verifies what components are included on the equipment being delivered, must be provided for equipment.

The vendor shall be responsible for delivering vehicles and equipment that are properly serviced, clean and in first class operating condition.

Vendor shall complete delivery of the vehicle and equipment to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.

Receipt of a vehicle or equipment by the vendor is defined as acceptance of the vehicle or equipment from a common carrier at the vendor's place of business or any third party's place of business.

Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. The purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery. Equipment with more than five (5) hours on the hour meter may be rejected by the purchaser or the purchaser may choose to negotiate a lower purchase price when the unit exceeds five hours.

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All warranties shall begin at the time of delivery to the purchaser. The purchaser's warranty should not be active for incomplete vehicles or equipment and vehicles or equipment delivered to a third-party supplier before final delivery.

Vendor shall notify the purchaser no less than twenty four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. Transport deliveries must be unloaded and inspected by purchaser. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

All vehicles or equipment with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For vehicles and equipment that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided.

3.21 INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect a vehicle or equipment for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) business days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle and equipment prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and equipment and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle or equipment meets or exceeds the requirements of the bid specifications and the submitted purchase order. Purchasers should inspect the vehicle and equipment for physical damage.

Delivery of a vehicle or equipment to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle and equipment meet contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle or equipment specification
3. Copy of Manufacturer's Invoice or Window Sticker for vehicles (prices may be deleted from the manufacturer's invoice); or a Build sheet, or documentation that verifies what components are included on the equipment being delivered, for equipment
4. Copy of Pre-Delivery Service Report
5. Warranty Certification

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6. Owner's manual
7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration*) which requires a signature of authorized representative.

Deliveries that do not include the above items will be considered incomplete and can be refused.

3.22 REGISTRATION, TAG AND TITLE

Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to tag and title work.

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the vehicle or equipment.

Reasonable administrative costs for registration and title services, including obtaining temporary tags, tag transfers, and new tags are permitted. All costs associated with obtaining, filing and shipping of tags shall be listed as an option during the bid submission for each item bid. Administrative costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price of the registration and title. Administrative costs for registration and titling can be negotiated between the purchaser and the vendor.

3.23 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently.

A purchaser has three (3) business days to inspect and accept the vehicles or equipment. The vendor shall be paid upon submission of invoices to the Purchaser after satisfactory delivery and acceptance of the vehicles and/or equipment.

The Local Government Prompt Payment Act will apply to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.24 WARRANTY REPAIRS AND SERVICE

All warranties shall begin at time of delivery and final acceptance by the purchaser. Failure by any manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the FSA.

3.25 INADEQUATE SERVICE

When vehicles and equipment require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory and the vehicle or equipment is redelivered.

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The provisions of the delivery section shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the vendor until the vehicles or equipment are satisfactory and accepted by the purchaser.

3.26 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS

Purchase Orders

The vendor must submit copies of purchase orders upon receipt to the FSA. Purchase orders are considered late if not submitted fifteen (15) calendar days after the date of the purchase order. Purchase orders and accompanying documentation shall include base specification items purchased and all options itemized separately.

Vendors should scan a complete copy of the purchase order and attach it as a .pdf. Place the document title in the subject line of the e-mail and send purchase order copies to COOP@flsheriffs.org.

The files should be named using the the name of the purchasing entity, the purchaser type and the PO number. The purchaser type other can include any other eligible purchaser including special district, fire department or other purchasing entity not specifically named here. Out of state sales should include the state in the name.

PURCHASER TYPE	SAMPLE STRUCTURE	EXAMPLE
MUNICIPALITY	City Name PO 12345.pdf	Tallahassee PO 12345.pdf
COUNTY	County Name County PO 12345.pdf	Leon County PO 12345.pdf
EDUCATION	Educational Institution Name PO 12345.pdf	Florida State University PO 12345.pdf
OTHER	Special District Name PO 12345.pdf	Northwest Florida Water Management District PO 12345.pdf
SHERIFF	Sheriff Office Name PO 12345.pdf	Leon County Sheriff PO 12345.pdf

Quarterly Reports

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports which do not adhere to the required format (as set forth in Appendix D) or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting vendor for correction of deficiencies.

Quarterly reports track the purchase orders received, deliveries made, and vendor administrative fees prescribed in Section 3.28 due in a given quarter.

All required quarterly report templates can be downloaded from the FSA website under the Cooperative Purchasing Program page, Other Links, Vendor Only page. All quarterly reports are to be sent to REPORTS@flsheriffs.org.

The quarterly report template shall be submitted using the Excel workbook provided. The workbook contains three 3 worksheets. The first worksheet titled "Instructions" must be completed with the name of the vendor and the quarter being reported in the fields that appear in red text. The quarter being reported should be selected from the drop down box. This information will be copied to the report page

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headers in each worksheet. The second worksheet must contain all sales or purchase orders received during the quarter. The third worksheet must contain information on all deliveries made during the quarter. This tab will automatically calculate the administrative fee due to FSA.

Purchase orders should not be sent with quarterly reports. A screenshot of the template of a quarterly report is located in Appendix D. Quarterly reports must be completed and submitted electronically. Quarterly reports are due no later than the 15th day of the month following the end of the quarter.

Quarterly reports shall follow this schedule for the duration of the contract:

Contract Year 1: October 1, 2020 – September 30, 2021

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 2: October 1, 2021 – September 30, 2022

Year 2 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 2 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 2 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 2 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 3: October 1, 2022 – September 30, 2023, as applicable

Year 3 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 3 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 3 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 3 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a vendor has no sales within a quarter, the vendor shall indicate “No sales this quarter” on the top row of the sales worksheet. If the vendor has no deliveries in a given quarter, the vendor shall indicate “No deliveries this quarter” on the top row of the delivery worksheet.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

3.27 ADMINISTRATIVE FEE

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The FSA charges three quarters of one percent (.0075) to procure, process and administer the Contract.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 calendar days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a Quarterly Report.

Bidders are to include the administrative fee of three quarters of one percent (.0075) in all bid prices. The fee should be incorporated into the price at the time of bid submission. This fee should also be included on all add options. The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing.

The fee should never be listed as a separate line item on any purchase order.

The administrative fee is based on the total purchase order amount of new vehicles or equipment. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The administrative fees are the contractual responsibility of each awarded vendor.

By submission of the quarterly reports and administrative fee, the vendor is certifying the accuracy of the reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or their designee.

All participating vendors will be responsible for making sure that FSA has the contact information, including e-mail address, for the person responsible for quarterly reports. There will be no reminders for the quarterly reports or the administrative fee.

Checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.28 LIQUIDATED DAMAGES

The vendor warrants that the product supplied to the FSA or purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports must be received by FSA within 15 calendar days following the end of each quarter will result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

FLORIDA SHERIFFS ASSOCIATION
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If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section and Section 3.28, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. Venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to Section 1.45.

Schedule of Liquidated Damages

Failure to submit quarterly report and/or administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA within the 15 calendar days of the purchase order date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will damage the FSA, but by their nature such damages are difficult to ascertain. Accordingly, the above specified schedule of liquidated damages shall apply to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty, but are instead intended solely to compensate the FSA for damages, and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix A



Florida Sheriffs Association Cooperative Purchasing Program Vendor Change Document

Please complete this form to validate a requested change to Company Addresses, Contacts or Contact Information below.
Include all sections where information has changed, old and new.

FSA Contract Number(s) affected by change: _____

Company Information Changes:

Old Information	New Information
Old Company Name:	New Company Name:
Old Company Address:	New Company Address:
Old Company City:	New Company City:
Old Company State:	New Company State:
Old Company Zip:	New Company Zip:

Company Contact Changes:

Old Contact Information	New Contact Information
Old Contact Name (First, Last):	New Contact Name (First, Last):
Old Contact E-Mail:	New Contact E-Mail:
Old Contact Office Phone:	New Contact Office Phone:
Old Contact Mobile Phone:	New Contact Mobile Phone:
Old Contact Fax Phone:	New Contact Fax Phone:

This information is requested by an authorized representative of _____.

This request will take effect as soon as it is received by FSA by e-mailing to cpp@flsheriffs.org.

Name of Authorized Company Representative _____

Job Title _____ Date of Request _____

Authorized Company Representative Signature: _____

FSA Office Use:

Date Received:

Change Effective:

FSA Agent:

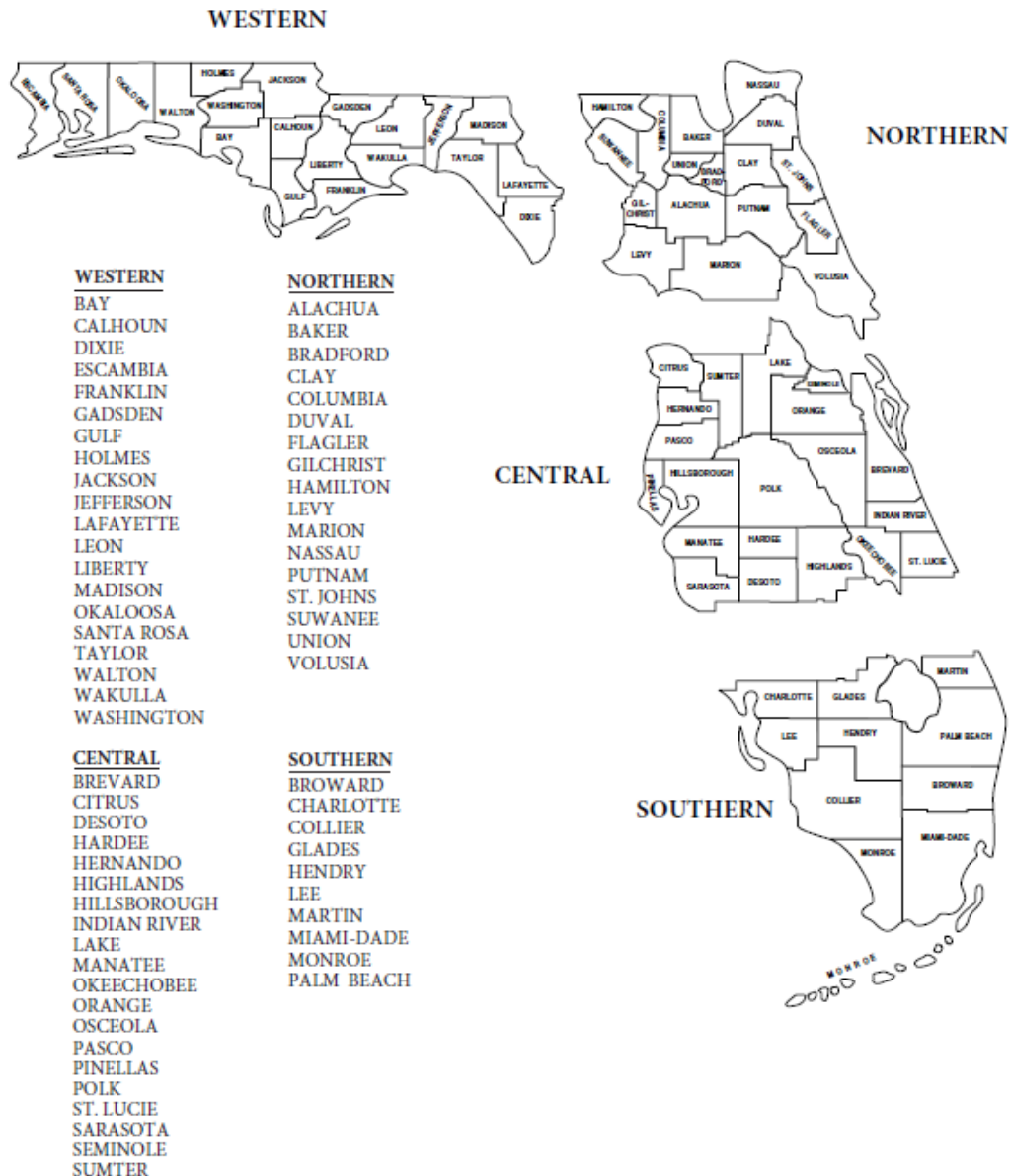
FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix B

FSA CONTRACT ZONE MAP



v.10_2015

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix C



CONFIRMATION OF ORDER FORM

Police Rated, Administrative, Utility Vehicles Trucks and Vans

Bid # FSAXX-XXXX

Vendors are to complete and return this confirmation of order form by email, fax or mail to the agency location listed below within fourteen (14) calendar days after receipt of purchase order.

Vendor:

Vendor: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone Number: _____ Fax: _____

Specification No. _____ Type Vehicle/Equipment: _____

Purchase Order Number: _____ Purchase Order Received: _____

Order Was Placed With the Manufacturer on: _____

Under Production Number: _____

Estimated Date of Delivery: _____

Comments: _____

PURCHASER: _____

Contact Person: _____

Address: City: _____

Phone Number: _____ State: _____ Zip: _____

E-mail: _____ Fax: _____

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix E



Bid Calendar

FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles
FSA20-VEH18.0 Heavy Trucks
FSA10-EQU18.0 Equipment

CALENDAR ITEM	DATE
Bid Announcement	4/22/20 & 5/25/20
Voluntary Workshops For Contracts FSA20-VEL28.0 & FSA20-VEH18.0 *	6/10/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEL28.0 *	7/8/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEH18.0 *	7/9/20
Request for Clarifications Due	7/30/20
Mandatory Qualifying Documents Submission	8/3/20
FSA Response to Request for Clarifications	8/5/19
Cone of Silence	8/7/20 – 10/1/20
Bid System Open	8/7/20
Bid Submissions Due	8/31/20
Public Bid Opening	9/1/20
Fleet Advisory Committee Bid Review	9/1/20 – 9/4/20
Intent to Award Posted	9/9/20
Final Bid Award	10/1/20

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA's website, emailed to interested bidders, or can be found in Florida Administrative Registrar (as appropriate) for the dates published.

* FSA intends to do an in-person Mandatory Pre-Bid meeting. However, the FSA has plans to conduct the meeting via webinar if conditions do not permit or are not safe for an in-person meeting. If FSA can conduct the meeting in-person, it will be held at the Falkenburg Road Jail Assembly Room at the Hillsborough County Sheriff's Office.

For the most up to date information on these events, please refer to

<https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements>.

FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles Awarded Vendor Directory

Awarded Vendor	Address	City	State	Zip Code	Sales Contact	Office Telephone	Mobile Telephone	E-mail
Alan Jay Chevrolet Cadillac Inc. dba Alan Jay Chevrolet Buick GMC Cadillac	441 US Hwy 27 North	Sebring	FL	33870	Chris Wilson	863-402-4234	863-381-3411	Chris.wilson@alanjay.com
Alan Jay Enterprises of Wauchula Inc. dba Alan Jay Chrysler Jeep Dodge of Wauchula	1405 US Hwy 17 South	Wauchula	FL	33873	Chris Wilson	863-402-4234	863-381-3411	Chris.wilson@alanjay.com
Alan Jay Ford Lincoln Mercury Inc.	3201 US Hwy 27 South	Sebring	FL	33870	Chris Wilson	863-402-4234	863-381-3411	Chris.wilson@alanjay.com
Alan Jay KIA Inc	401 US Hwy 27 South	Sebring	FL	33870	Chris Wilson	863-402-4234	863-381-3411	Chris.wilson@alanjay.com
Alan Jay Toyota	404 US Hwy 27 North	Sebring	FL	33870	Chris Wilson	863-402-4234	863-381-3411	Chris.wilson@alanjay.com
Alan Jay Nissan Inc.	1700 Hiare Road	Sebring	FL	33870	Chris Wilson	863-402-4234	863-381-3411	Chris.wilson@alanjay.com
Alligator Alley Harley-Davidson	201 International Parkway	Sunrise	FL	33325	Steve Otton	954-414-4135	954-793-5167	stephen.otton@alligatoralleyhd.com
Asbury Automotive Group dba Coggin DeLand Honda	9650 Atlantic Blvd	Jacksonville	FL	32225	Rick Hoening	904-608-4240	407-234-5116	rhoening@cogginauto.com
Asbury Automotive Group dba Courtesy Chrysler Jeep Dodge	9650 Atlantic Blvd	Jacksonville	FL	32225	Rick Hoening	904-608-4240	407-234-5116	rhoening@cogginauto.com
Asbury Automotive Group dba Courtesy KIA of Brandon	9650 Atlantic Blvd	Jacksonville	FL	32225	Rick Hoening	904-608-4240	407-234-5116	rhoening@cogginauto.com
Asbury Jax Ford LLC dba Coggin Ford	9650 Atlantic Blvd	Jacksonville	FL	32225	Rick Hoening	904-608-4240	407-234-5116	rhoening@cogginauto.com
Auto Nation Chevrolet Pembroke Pines	8600 Pines Boulevard	Pembroke Pines	FL	33024	David Fridgant	954-447-2150	VEL28.0 Light	FridgantD@autonation.com
Bartow Ford Company	2800 US Highway 98 North	Bartow	FL	33830	Richard Weissinger	863-533-0425	813-477-0052	THEFORDTRUCKGUY@GMAIL.COM
Beck Chevrolet Buick GMC LLC	1601 Reid St	Palatka	FL	32177	Brandy Sloan	386-937-9394	386-937-9394	brandysloan@beckfleet.com
Beck Chrysler Dodge Jeep	256 Hwy 17 North	Palatka	FL	32177	Brandy Sloan	386-937-9394	386-937-9394	brandysloan@beckfleet.com
Beck Ford Lincoln	420 N Palm Ave	Palatka	FL	32177	Brandy Sloan	386-937-9394	386-937-9394	brandysloan@beckfleet.com
Bozard Ford	540 Outlet Mall Blvd	St. Augustine	FL	32084	Jeff Eason	904-436-6316	904-219-1475	jeffsales@bozard.com
Coggin Buick GMC	7245 Blanding Blvd	Jacksonville	FL	32244	Rick Hoening	904-608-4240	904-608-4240	rhoening@cogginauto.com
Coggin Cars LLC dba Coggin Toyota	11340 Philips Hwy	Jacksonville	FL	32256	Rick Hoening	904-608-4240	904-608-4240	rhoening@cogginauto.com
Coggin Chevrolet LLC dba Coggin Chevrolet	10880 Philips Hwy	Jacksonville	FL	32256	Rick Hoening	904-608-4240	904-608-4240	rhoening@cogginauto.com
Coggin DeLand Hyundai	2308 S Woodland Blvd	Dover	DE	32720	Eric Jore	407-234-5116	407-234-5116	HYUNDAI@DELAND.COM
Duval Ford LLC	1616 Cassat Ave	Jacksonville	FL	32210	Richard Tackett	904-388-2144	904-343-6266	richard.tackett@duvalford.com
FR Conversions Inc	1231 Tech Ct	Westminster	MD	21157	Michael Dumais	844-372-8267 ext 127	561-702-1979	mdumais@frconversions.com
Garber Chevrolet Buick GMC Inc.	3340 Hwy 17	Green Cove Springs	FL	32043	Ryan Davis	904-264-2442	904-476-2155	rdavis@garberautotmall.com
Garber Chrysler Dodge Truck Inc.	3408 Hwy 17	Green Cove Springs	FL	32043	Ryan Davis	904-264-2442	904-476-2155	rdavis@garberautotmall.com
Garber Ford Inc.	3380 Hwy 17	Green Cove Springs	FL	32043	Todd Brandt	904-264-2442	904-509-4747	tbrandt@garberautotmall.com
Jeffrey-Allen Inc.	4401 US Hwy 301 N	Tampa	FL	33610	Jeffery Hernandez	800-282-6256	813-230-3644	sales@jeffreyaleninc.com
Palmetto Ford Truck Sales Inc.	7245 NW 36th St	Miami	FL	33166	Charlie Rodgers	305-470-1334	305-972-7133	crodders@palmettotruck.com
Plantation Sales Inc. dba Weston Nissan	3650 Weston Rd.	Dave	FL	33331	Alex Castano	954-888-4275	305-301-1429	acastano@westonauto.com
Rossmeyer Daytona Motorcycles Inc	1637 North US Highway 1	Ormond Beach	FL	32174	Barry Kuhnly	954-257-2073	954-257-2073	bkuhnly@bnd.com
Seminole Toyota	1160 Rinehart Rd	Sanford	FL	32771	Sam Bunte	407-302-8863	817-966-3389	sbunte@vtag.com
Starke Motorcars LLC dba Duval Chevrolet	1901 North Temple Avenue	Starke	FL	32091	Richard Tackett	904-388-2144	904-343-6266	Richard.Tackett@duvalfleet.com
Stingray Chevrolet	2002 N. Frontage Road	Plant City	FL	33563	Peter Popiel	813-473-2002	407-221-7600	magicpeterfleet@gmail.com
Tampa Truck Center	7528 U.S. Hwy 301 N.	Tampa	FL	33637	Scott Endris	813-293-0866	813-293-0866	sendris@southporttruck.com
Terry Taylor DeLand Nissan	2600 South Woodland Blvd	DeLand	FL	32720	Howard Williams	386-734-3003	386-801-4187	howardwilliams@cfl.rr.com
Tesla	1949 Tigerail Blvd	Dania Beach	FL	33004	Sloan Cinelli	510-602-6132	510-602-6132	scinelli@tesla.com
Vatland CDJR LLC	855 US Hwy 1	Vero Beach	FL	32962	Zachary Garrison	772-567-6633	772-475-8162	zach@vatlandcdjr.com

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2021

Section of Agenda

Resolutions

Agenda Title

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.

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated December 14, 2020, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 006-2021**

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

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

RE: Authorization for State Grant No. 21PB9
Lake Worth Inlet Management Plan Implementation Reimbursement
Resolution No. 006-2021

DATE: December 14, 2020

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 006-2021 authorizing the Mayor to sign the Florida Department of Environmental Protection (FDEP) Agreement 21PB9 for State cost sharing participation in the amount of \$309,500 for reimbursement of Lake Worth Inlet Management Plan Implementation.

GENERAL INFORMATION

Each year the Town provides a Local Government Funding Request (LGFR) to the FDEP for projects that are eligible for State cost sharing. The LGFR includes specific project details that are each assigned scores. The scores are tallied and the projects are ranked in competition with other statewide requested projects. Florida Legislature determines the size of the annual appropriation that is assigned to projects on the ranked list. Lake Worth Inlet Management Plan Implementation sufficiently scored on the ranked list to be included for reimbursement within the FY 2020-2021 approved State budget.

FUNDING/FISCAL IMPACT

State funds will reimburse the Town \$309,500 for eligible costs associated with various physical, biological, and sea turtle nesting monitoring efforts as implemented consistent with the Lake Worth Inlet Management Plan. State reimbursement funds are to be placed in the Town's Coastal Fund to either fund future coastal projects, or offset future account transfers.

TOWN ATTORNEY REVIEW

This Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency. In addition, the Town's Attorney will review the FDEP contract and approve it for legal form and sufficiency prior to execution.

Attachments

cc: Shore Protection Board
Jane Le Clainche, Director of Finance
Dean Mealy, Purchasing Manager
Robert Weber, Coastal Program Manager

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.

* * * * *

WHEREAS, the Town of Palm Beach (Town) and the Florida Department of Environmental Protection (FDEP), have worked cooperatively by executing cost-sharing agreements related to implementing the Town's Comprehensive Coastal Management Plan; and

WHEREAS, the FDEP has agreed to a cost-share on eligible project elements related to the Lake Worth IMP Implementation.

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

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

Section 2. The Town Council hereby authorizes the attached State of Florida Department of Environmental Protection (FDEP) Contract No. 21PB9, to reimburse the Town with eligible costs associated with construction of the Lake Worth IMP Implementation in the amount of \$309,500.

Section 3. The Mayor is hereby authorized to execute FDEP Contract No. 21PB9, on behalf of the Town.

Section 5. This Resolution shall be provided to the FDEP, at 3900 Commonwealth Blvd., Mail Station 3601, Tallahassee, Florida 32399-3000, in accompaniment with an executed original of FDEP Contract No. 21PB9.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of January 2021.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project):	Agreement Number:
Lake Worth IMP Implementation	21PB9
2. Parties	
State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)	
Grantee Name: Town of Palm Beach	Entity Type: Local Government
Grantee Address: 951 Okeechobee Road, West Palm Beach, FL 33401	FEID: 59-6000402 (Grantee)
3. Agreement Begin Date: 7/1/2020	
Date of Expiration: 12/31/2023	
4. Project Number: (If different from Agreement Number)	
Project Location(s): Palm Beach County +	
Project Description: The project consists of post-construction monitoring.	

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$309,500.00	☒ State ☐ Federal	FY20-21 GAA Line # 1676 (LATF)	\$309,500.00
	☐ State ☐ Federal		
	☐ Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$309,500.00

6. Department's Grant Manager	Grantee's Grant Manager
Name: Karen Milicic	Name: Robert Weber
or successor	or successor
Address: Beach Management Funding Assistance	Address: Town of Palm Beach
2600 Blair Stone Road, MS #3601	951 Okeechobee Road
Tallahassee, Florida 32399	West Palm Beach, Florida 33401
Phone: 850-245-8355	Phone: 561-838-5440
Email: Karen.Milicic@FloridaDEP.gov	Email: rweber@townofpalmbeach.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Town of Palm Beach

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

Name, DEP Grant Manager

Name, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

Attachment 1

1 of 11

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

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- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.
- 10. Status Reports.**
The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

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period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and

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to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing

resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

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20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

- option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
 - c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form

number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

Attachment 1

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Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 21PB9**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Lake Worth IMP Implementation. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2020 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Lake Worth IMP Implementation

PROJECT LOCATION: The Project is located between Department of Environmental Protection (Department or DEP) reference monuments R75 and R76 along the Atlantic Ocean, in Town of Palm Beach in Palm Beach County, Florida.

PROJECT BACKGROUND: The Project is a federally authorized and maintained inlet located between DEP monuments R75 and R76 in Palm Beach County. A fixed sand transfer plant (STP) was constructed on the north jetty in 1958. The Lake Worth Inlet Management Plan was adopted in 1996. A subsequent sediment budget study was completed in 2000, recommending an annual bypassing objective of 202,000 cubic yards (cy) of sand. The STP was reconstructed in 2010, replacing the diesel-powered pump with an electric pump. Federal maintenance dredging occurs every year to maintain required navigational clearances with placement of beach-compatible material on downdrift beaches when possible. Sand forepassing of inlet-dredged sand to dunes between R78 and R82.2 in Reach 2 is to be conducted after the next dredging event. Annual monitoring is conducted as required in the Palm Beach Island Beach Management Agreement (BMA).

PROJECT DESCRIPTION: The Project consists of monitoring as required by the BMA.

PROJECT ELIGIBILITY: The Department has determined that 100 percent of the non-federal Project cost is eligible for state cost sharing. Therefore, the Department's financial obligation shall not exceed the sum of \$309,500.00 for this Project or up to 50 percent of the non-federal Project cost, if applicable, for the specific eligible Project items listed, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share. The parties agree that eligibility for cost sharing purposes will be maintained pursuant to 62B-36, Florida Administrative Code (F.A.C.).

The Local Sponsor will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, Florida Statute (F.S.).

Pursuant to Sections 161.091 - 161.161, F.S., the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program.

Pursuant to for Inlets 62B-36.005(2)(d), F.A.C., the Local Sponsor has resolved to support and serve as local sponsor, has demonstrated a financial commitment, and has demonstrated the ability to perform the tasks associated with the beach erosion control project as described herein.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

<https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf>

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Acronyms:

BMA – Beach Management Agreement
DEP – Florida Department of Environmental Protection
F.A.C. – Florida Administrative Code
F.S. – Florida Statutes
FWC – Florida Fish and Wildlife Conservation Commission
IMP – Inlet Management Plan
STP – Sand Transfer Plant

TASKS and DELIVERABLES:

Task 1: Monitoring

State and federal monitoring required by permit is eligible for reimbursement pursuant to program statute and rule. In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(1), F.S., all monitoring data and statistical analysis must be provided directly and concurrently from the monitoring contractor to the Department/Local Sponsor permittee/engineering consultant. The Local Sponsor's engineering consultant must provide an adequate mitigation plan, consistent with Section 287.057(17)(a)(1), F.S., including a description of organizational, physical, and electronic barriers to be used by the Local Sponsor's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources. Department approval of the consultant's mitigation plan will be required prior to execution of this Agreement. If at any time the Local Sponsor and/or its engineering consultant fails to comply with this provision, the Local Sponsor agrees to reimburse the Department all funds provided by the Department associated with environmental monitoring for the Project listed.

Task Description: This task includes activities associated with permit-required monitoring conducted in accordance with the conditions specified by state or federal regulatory agencies. All monitoring tasks must be located within or adjacent to the Project area and follow the Department's Regional Coastal Monitoring Program and FWC's marine turtle and shorebird monitoring programs. Guidance for monitoring of nearshore resources is available in the Department's Standard Operation Procedures For Nearshore Hardbottom Monitoring Of Beach Nourishment Projects. The Local Sponsor must submit work products directly to the appropriate state or federal regulatory agencies in accordance with permit conditions to be eligible for reimbursement under this task, unless otherwise directed.

Deliverable: For each interim or final payment, the Local Sponsor will provide a Task Summary Report signed by Local Sponsor containing; 1) An itemized listing of all monitoring activities completed or in progress during the payment request period and, 2) Documentation of submittal to state and federal regulatory agencies of completed monitoring data, surveys and final reports for permit-required work under this task description.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	Federal Estimated Project Costs	DEP	Local	Total
1	Monitoring	50.00%		\$309,500.00	\$309,500.00	\$619,000.00
	TOTAL PROJECT COSTS			\$309,500.00	\$309,500.00	\$619,000.00

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Deliverable Due Date
1	Monitoring	Contractual Services	\$309,500.00	07/01/2020	06/30/2023
Total:			\$309,500.00		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original	FDEP	FY 20/21	37.003	Beach Management Funding Assistance Program	\$309,500.00	140126
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$309,500.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

EXHIBIT A

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART III
QUARTERLY PROJECT PROGRESS REPORT**

Name of Project: Lake Worth IMP Implementation

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 21PB9

Report Year: _____ **Report Period (select one):**

Q1: Jan – Mar 31

Q2: Apr – Jun 30

Q3: Jul – Sep 30

Q4: Oct – Dec 31

For each task, include the following information: Describe the work performed during the reporting period (including percent of task completed to date), problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. *(Use additional pages, if needed).*

Task 1: _____

Task 2: _____

Task 3: _____

Task 4: _____

EXHIBIT C

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART I**

PAYMENT SUMMARY

Name of Project: Lake Worth IMP Implementation

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 21PB9

Remittance Address: _____

Billing Number: _____

Billing Type: ☐ Interim Billing ☐ Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
\$ _____	\$ _____	\$ _____	\$ _____

*if applicable

Cost Summary:

State Funds Obligated
\$ _____

Local Funds Obligated
\$ _____

Less Advance Pay
\$ _____

Less Advance Pay
\$ _____

Less Previous Payment
\$ _____

Less Previous Credits
\$ _____

Less Previous Retained
\$ _____

Less This Credit
\$ _____

Less This Payment
\$ _____

Local Funds Remaining
\$ _____

Less This Retainage
\$ _____

State Funds Remaining
\$ _____

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART II**

Name of Project: _____
Billing Number: _____
DEP Agreement Number: _____

Billing Period (1): _____
Person Completing Form & Telephone Number (2): _____

REIMBURSEMENT DETAIL

Item #	Vendor Name	Invoice Number	Invoice Date	Check Number	Task Number (3)	SOW Number (3)	Invoice Amount(4)	Eligible Cost (5)	% Fed Share (6)	Federal Share of Invoice Amount (7)**	Non-Federal Share (8)	% State Share (9)	State Share (10)	Local Share (11)	Retainage Payment (12)	Withheld Retainage (13)	State Payment (14)
										-	-		\$0.00	0.00		0.00	0.00
									-	Totals	-		-	-	-	-	-

Total Due to Local Sponsor (15) _____

Form Instructions:

1. Billing Period: Should reflect Invoice services performed date. (beginning date - earliest date of services, end date - latest date of services performed).
2. Person responsible for completing this form: Please identify the person responsible for completing information if clarification is needed.
3. Task #: Must identify Task.
4. SOW #: Must identify SOW(s) for each invoice. If invoice covers multiple SOW, that invoice would be listed multiple times, a line item for each SOW.
4. Invoice Amount
5. Eligible Cost: Invoice amount paid by Local Sponsor less ineligible cost for Line Item Deliverable only.
6. % Federal Share: If applicable this should be the percentage listed in Agreement. Federal Share will be listed on Table 1 if applicable.
7. Federal Share: If applicable, Local Sponsor will multiply Eligible Cost by Federal Share Percentage.
8. Non-Federal Share: Eligible Cost (5) minus Federal Share of Invoiced Amount (7).
9. Percentage of State Share: This should be the State Share Percentage listed in Agreement.
10. State Share: Multiply Non-Federal Share by State Share Percentage.
11. Local Share: Subtract State Share from Non-Federal Share.
12. Retainage Payment: Requires separate line for each completed **Task, Sub-Task and or Deliverable** that retainage is being requested.
13. Withheld Retainage: Multiply State Share by 10%.
14. State Payment: Subtract Retainage from State Share.
15. Total Due to Local Sponsor: Add Retainage Payment Total (12) to State Payment Total (14).

Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.

Notes: For questions or concerns regarding this form please contact: Janice Simmons - (850)245-2978 or email at Janice.L.Simmons@dep.state.fl.us

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART III
INVOICE REPORT**

Name of Project: Lake Worth IMP Implementation

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 21PB9

Billing Number: _____

Invoice Report Period: _____

(Describe progress accomplished during the invoice report period, including statement(s) regarding percent of task completed to date.). **NOTE:** Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:

Task 1:

Progress for this invoice period:

Identify any delays or problems encountered:

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
CERTIFICATION OF DISBURSEMENT REQUEST
REQUEST FOR PAYMENT – PART IV**

Name of Project: Lake Worth IMP Implementation

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 21PB9

Billing Number: _____

Certification: I certify that this billing is correct and is based upon actual obligations of record by the Local Sponsor; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Beach Management Funding Assistance Program's approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed. The disbursement amount requested on Page 1 of this form is for allowable costs for the Project described in the grant work plan.

I certify that the purchases noted were used in accomplishing the Project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

Name of Project Administrator

Signature of Project Administrator

Date

Name of Project Financial Officer

Signature of Project Financial Officer

Date

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
CONTRACT COMPLETION CERTIFICATION
PART V**

Name of Project: Lake Worth IMP Implementation

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 21PB9

Task Completion ☐ (List Task) _____

Contract Completion ☐

*I hereby certify that the above-mentioned Project task has been completed in accordance with the Project Agreement, including any amendments thereto, between the Department and Local Sponsor, and all funds expended for the Project were expended pursuant to this Agreement. All unused funds and interest accrued on any unused portion of advanced funds which have not been remitted to the Department, have been returned to the Department, or will be returned to the Department within sixty (60) days of the completion of construction portion of this Project. Unused funds advanced to the United States Army Corps of Engineers through Local Sponsors will be due sixty (60) days after the Federal final accounting has been completed.

Name of Project Manager

Signature of Project Manager

Date

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2021

Section of Agenda

Resolutions

Agenda Title

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.

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated December 14, 2020, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 007-2021**

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

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

RE: Authorization for State Grant No. 21PB3
2020 Mid-Town Beach Nourishment Reimbursement
Resolution No. 007-2021

DATE: December 14, 2020

STAFF RECOMMENDATION

Town staff recommends that Town Council approve Resolution No. 007-2021 authorizing the Mayor to sign the Florida Department of Environmental Protection (FDEP) Agreement 21PB3 for State cost sharing participation in the amount of \$3,773,630.50 for reimbursement of the 2020 Mid-Town Beach Nourishment Project.

GENERAL INFORMATION

Each year the Town provides a Local Government Funding Request (LGFR) to the FDEP for projects that are eligible for State cost sharing. The LGFR includes specific project details that are each assigned scores. The scores are tallied and the projects are ranked in competition with other statewide requested projects. Florida Legislature determines the size of the annual appropriation that is assigned to projects on the ranked list. The 2020 Mid-Town Beach Nourishment Project sufficiently scored on the ranked list to be included for reimbursement within the FY 2020-2021 approved State budget.

FUNDING/FISCAL IMPACT

State funds will reimburse the Town \$3,773,630.50 for eligible costs associated with construction of the 2020 Mid-Town Beach Nourishment Project. State reimbursement funds are to be placed in the Town's Coastal Fund to either fund future coastal projects, or offset future account transfers.

TOWN ATTORNEY REVIEW

This Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency. In addition, the Town's Attorney will review the FDEP contract and approve it for legal form and sufficiency prior to execution.

Attachments

cc: Shore Protection Board
Jane Le Clainche, Director of Finance
Dean Mealy, Purchasing Manager
Robert Weber, Coastal Program Manager

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.

* * * * *

WHEREAS, the Town of Palm Beach (Town) and the Florida Department of Environmental Protection (FDEP), have worked cooperatively by executing cost-sharing agreements related to implementing the Town's Comprehensive Coastal Management Plan; and

WHEREAS, the FDEP has agreed to a cost-share on eligible project elements related to the 2020 Mid-Town Nourishment Project.

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

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

Section 2. The Town Council hereby authorizes the attached State of Florida Department of Environmental Protection (FDEP) Contract No. 21PB3, to reimburse the Town with eligible costs associated with construction of the 2020 Mid-Town Beach Nourishment Project in the amount of \$3,773,630.50.

Section 3. The Mayor is hereby authorized to execute FDEP Contract No. 21PB3, on behalf of the Town.

Section 5. This Resolution shall be provided to the FDEP, at 3900 Commonwealth Blvd., Mail Station 3601, Tallahassee, Florida 32399-3000, in accompaniment with an executed original of FDEP Contract No. 21PB3.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 12th day of January 2021.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Mid-Town Beach Nourishment	Agreement Number: 21PB3
2. Parties State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)	
Grantee Name: Town of Palm Beach	Entity Type: Local Government
Grantee Address: 951 Okeechobee Road, West Palm Beach, FL 33401	FEID: 59-6000402 (Grantee)

3. Agreement Begin Date: 1/1/2018	Date of Expiration: 12/31/2023
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4. Project Number: <i>(If different from Agreement Number)</i>	Project Location(s): Palm Beach County
Project Description: The project consists of construction.	

5. Total Amount of Funding: \$3,773,630.50	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	FY 20-21 GAA Line #1676 (LATF)	\$3,773,630.50
	☐ State ☐ Federal		
	☐ Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$3,773,630.50

6. Department's Grant Manager Name: Karen Milicic or successor Address: Beach Management Funding Assistance 2600 Blair Stone Road, MS #3601 Tallahassee, Florida 32399 Phone: 850-245-8355 Email: Karen.Milicic@FloridaDEP.gov	Grantee's Grant Manager Name: Robert Weber or successor Address: Town of Palm Beach 951 Okeechobee Road West Palm Beach, Florida 33401 Phone: 561-838-5440 Email: rweber@townofpalmbeach.com
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

21PB3

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Town of Palm Beach

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

Name, DEP Grant Manager

Name, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; (3) changing the current funding source as stated in the Standard Grant Agreement; and/or (4) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and

to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing

resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole

option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form

number DFS-A2-NS) that can be found under the “Links/Forms” section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both

Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 21PB3**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Mid-Town Beach Nourishment. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on January 1, 2018 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Mid-Town Beach Nourishment

PROJECT LOCATION: The Project is located between Department of Environmental Protection (Department or DEP) reference monuments R89 and R102 along the Atlantic Ocean in Town of Palm Beach in Palm Beach County, Florida.

PROJECT BACKGROUND: The Mid-Town Beach Nourishment includes 2.8 miles of shoreline between DEP monuments R89 to R102 in Palm Beach County. Restoration was completed in 1995 from R95 to R100 and included construction of eleven groins, which were completed in 1996. In 2003, nourishment was completed in an extended shoreline length between R90.4 to R101.4. The project was nourished using FEMA funds in 2006 in response to the 2004-05 hurricane seasons, and again in FY2010/11 to repair dune damages sustained during Tropical Storm Fay. The Project was included in the 2013 Palm Beach Island BMA Pilot Project. A nourishment completed in April 2015 extended the project tapers on both ends, reducing the overall project volume density. Construction of an additional groin at R99 was completed in May 2018. The next nourishment is scheduled for Winter 2020.

PROJECT DESCRIPTION: The Project consists of construction.

PROJECT ELIGIBILITY: The Department has determined that 81.90 percent of the non-federal Project cost is eligible for state cost sharing. Therefore, the Department's financial obligation shall not exceed the sum of \$3,773,630.50 for this Project or up to 40.95 percent of the non-federal Project cost, if applicable, for the specific eligible Project items listed, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share. The parties agree that eligibility for cost sharing purposes will be maintained pursuant to 62B-36, Florida Administrative Code (F.A.C.).

The Local Sponsor will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, Florida Statute (F.S.).

Pursuant to Sections 161.091 - 161.161, F.S., the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program.

Pursuant to 62B-36.005(1)(d), F.A.C., the Local Sponsor has resolved to support and serve as local sponsor, has demonstrated a financial commitment, and has demonstrated the ability to perform the tasks associated with the beach erosion control project as described herein.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved scope of work for an eligible Project item. The monitoring standards may be found at:

<https://floridadep.gov/sites/default/files/PhysicalMonitoringStandards.pdf>

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

Acronyms:

DEP – Florida Department of Environmental Protection

F.A.C. – Florida Administrative Code

F.S. – Florida Statutes

FEMA – Federal Emergency Management Agency

TASKS and DELIVERABLES:

The Local Sponsor will provide detailed scopes of work or a letter requesting advance payment if authorized by Attachment 2, for all tasks identified below, which shall include a narrative description of work to be completed, a corresponding cost estimate and a proposed schedule of completion for the proposed work and associated deliverables. Each scope of work shall be approved in writing by the DEP Project Manager to be included into this work plan for reimbursement.

Task 1: Construction

Task Description: This task includes work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the Project area. Project costs associated with eligible beach and inlet construction activities include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible costs may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, beach fill, tilling and scarp removal, erosion control structures, mitigation reefs, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all State or Federal permits. The Local Sponsor will submit work products to the appropriate State or Federal regulatory agencies as requested by the DEP Project Manager in order to be eligible for reimbursement under this task.

Deliverable: Certification of Completion by a Florida-registered Professional Engineer with documentation of submittal to the Department affirming the construction task was completed in accordance with construction contract documents. For interim payment requests, a Task Summary Report signed by Local Sponsor must be submitted detailing activities completed during the payment request period. The Task Summary Report must include the dates and descriptions of all activities, surveys and reports completed or in progress during the time period of the interim payment request.

Performance Standard: The DEP Project Manager will review the task deliverable and any associated work products as necessary to verify they meet the specifications in the Grant Work Plan and this task description.

Payment Request Schedule: Payment requests may be submitted after the deliverable is received and accepted and may be submitted no more frequently than quarterly.

Estimated Eligible Project Cost

Task #	Eligible Project Tasks	State Cost Share (%)	Federal Estimated Project Costs	DEP	Local	Total
1	Construction - Non federal	40.95%		\$108,605.50	\$156,609.15	\$265,214.65
1	Construction - Federal	40.95%	\$9,058,048.29	\$3,665,025.00	\$5,284,975.00	\$18,008,048.29
	TOTAL PROJECT COSTS			\$3,773,630.50	\$5,441,584.15	\$18,273,262.94

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task end date.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Deliverable Due Date
1	Construction	Contractual Services	\$3,773,630.50	01/01/2018	6/30/2023
Total:			\$3,773,630.50		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
Original	FDEP	FY 20/21	37.003	Beach Management Funding Assistance Program	\$3,773,630.50 140126
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$3,773,630.50
-------------	----------------

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

EXHIBIT A

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART III
QUARTERLY PROJECT PROGRESS REPORT**

Name of Project: Mid-Town Beach Nourishment

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 21PB3

Report Year: _____

Report Period (select one):

Q1: Jan – Mar 31

Q2: Apr – Jun 30

Q3: Jul – Sep 30

Q4: Oct – Dec 31

For each task, include the following information: Describe the work performed during the reporting period (including percent of task completed to date), problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. (*Use additional pages, if needed*).

Task 1: _____

Task 2: _____

Task 3: _____

Task 4: _____

EXHIBIT C

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART I**

PAYMENT SUMMARY

Name of Project: Mid-Town Beach Nourishment

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 21PB3

Remittance Address: _____

Billing Number: _____

Billing Type: ☐ Interim Billing ☐ Final Billing

Costs Incurred This Payment Request:

Federal Share*	State Share	Local Share	Total
\$ _____	\$ _____	\$ _____	\$ _____

*if applicable

Cost Summary:

State Funds Obligated
\$ _____

Local Funds Obligated
\$ _____

Less Advance Pay
\$ _____

Less Advance Pay
\$ _____

Less Previous Payment
\$ _____

Less Previous Credits
\$ _____

Less Previous Retained
\$ _____

Less This Credit
\$ _____

Less This Payment
\$ _____

Local Funds Remaining
\$ _____

Less This Retainage
\$ _____

State Funds Remaining
\$ _____

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM REQUEST FOR PAYMENT – PART II

TCM B-12-21

Name of Project: _____ Billing Period (1): _____
 Billing Number: _____ Person Completing Form & Telephone Number (2): _____
 DEP Agreement Number: _____

REIMBURSEMENT DETAIL

Item #	Vendor Name	Invoice Number	Invoice Date	Check Number	Task Number (3)	SOW Number (3)	Invoice Amount(4)	Eligible Cost (5)	% Fed Share (6)	Federal Share of Invoice Amount (7)**	Non-Federal Share (8)	% State Share (9)	State Share (10)	Local Share (11)	Retainage Payment (12)	Withheld Retainage (13)	State Payment (14)
										-	-		\$0.00	0.00		0.00	0.00
								-					-	-	-	-	-
								-									

Total Due to Local Sponsor (15) _____

Form Instructions:
 1. Billing Period: Should reflect Invoice services performed date. (beginning date - earliest date of services, end date - latest date of services performed).
 2. Person responsible for completing this form: Please identify the person responsible for completing information if clarification is needed.
 3. Task #: Must identify Task..
 4. SOW #: Must identify SOW(s) for each invoice. If invoice covers multiple SOW, that invoice would be listed multiple times, a line item for each SOW.
 5. Invoice Amount
 6. Eligible Cost: Invoice amount paid by Local Sponsor less ineligible cost for Line Item Deliverable only.
 7. % Federal Share: If applicable this should be the percentage listed in Agreement. Federal Share will be listed on Table 1 if applicable.
 8. Non-Federal Share: If applicable, Local Sponsor will multiply Eligible Cost by Federal Share Percentage.
 9. Non-Federal Share: Eligible Cost (5) minus Federal Share of Invoiced Amount (7).
 10. Percentage of State Share: This should be the State Share Percentage listed in Agreement.
 11. State Share: Multiply Non-Federal Share by State Share Percentage.
 12. Local Share: Subtract State Share from Non-Federal Share.
 13. Retainage Payment: Requires separate line for each completed **Task, Sub-Task and or Deliverable** that retainage is being requested.
 14. Withheld Retainage: Multiply State Share by 10%.
 15. State Payment: Subtract Retainage from State Share.
 16. Total Due to Local Sponsor: Add Retainage Payment Total (12) to State Payment Total (14).
Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.
 Notes: For questions or concerns regarding this form please contact: Janice Simmons - (850)245-2978 or email at Janice.L.Simmons@dep.state.fl.us

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
REQUEST FOR PAYMENT – PART III
INVOICE REPORT**

Name of Project: Mid-Town Beach Nourishment

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 21PB3

Billing Number: _____

Invoice Report Period: _____

(Describe progress accomplished during the invoice report period, including statement(s) regarding percent of task completed to date.). **NOTE:** Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:

Task 1:

Progress for this invoice period:

Identify any delays or problems encountered:

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
CERTIFICATION OF DISBURSEMENT REQUEST
REQUEST FOR PAYMENT – PART IV**

Name of Project: Mid-Town Beach Nourishment

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 21PB3

Billing Number: _____

Certification: I certify that this billing is correct and is based upon actual obligations of record by the Local Sponsor; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Beach Management Funding Assistance Program's approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed. The disbursement amount requested on Page 1 of this form is for allowable costs for the Project described in the grant work plan.

I certify that the purchases noted were used in accomplishing the Project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

Name of Project Administrator

Signature of Project Administrator

Date

Name of Project Financial Officer

Signature of Project Financial Officer

Date

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM
CONTRACT COMPLETION CERTIFICATION
PART V**

Name of Project: Mid-Town Beach Nourishment

Local Sponsor: Town of Palm Beach

DEP Agreement Number: 21PB3

Task Completion ☐ (List Task) _____

Contract Completion ☐

*I hereby certify that the above-mentioned Project task has been completed in accordance with the Project Agreement, including any amendments thereto, between the Department and Local Sponsor, and all funds expended for the Project were expended pursuant to this Agreement. All unused funds and interest accrued on any unused portion of advanced funds which have not been remitted to the Department, have been returned to the Department, or will be returned to the Department within sixty (60) days of the completion of construction portion of this Project. Unused funds advanced to the United States Army Corps of Engineers through Local Sponsors will be due sixty (60) days after the Federal final accounting has been completed.

Name of Project Manager

Signature of Project Manager

Date

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2021

Section of Agenda

Consent - Other

Agenda Title

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

Presenter

Wayne Bergman, Director of Planning, Zoning and Building

ATTACHMENTS:

- ▣ **Memorandum Dated December 18, 2020, from Wayne Bergman,
Director of Planning, Zoning and Building**
- ▣ **DRAFT Ordinance No. 11-2020**

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 2021

To: Mayor and Town Council

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

Cc: Kirk Blouin, Town Manager

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

Date: December 18, 2020

STAFF RECOMMENDATION

Staff recommends the Town Council conduct the public hearings on Ordinance No. 11- 2020 at the Town Council meetings prior to 5:00 p.m. The Ordinance will be heard on Second Reading at the January 13, 2021 meeting.

GENERAL INFORMATION

Florida Statute 166.041 requires the Town Council hold at least one of two public hearings to adopt a comprehensive plan amendment (or zoning amendment ordinance that changes the list of permitted, conditional or prohibited uses within a zoning district consisting of parcels of land involving ten acres or more) after 5:00 p.m. However, the Statute provides that the time of hearing can be changed if a majority, plus one, of the local governing body, elects to have a hearing at another time. Staff is requesting that the Town Council elect to conduct the final public hearing on Ordinance No. 11-2020 during the course of the normal Council business. The Second Reading of the Ordinance will be on January 13, 2021.

ORDINANCE NO. 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.

WHEREAS, the Town proposes to amend its Comprehensive Plan in accordance with the requirements of the 1993 Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, the Town created the Town of Palm Beach Comprehensive Plan with the adoption of Ordinance No. 11-89, and last amended the Comprehensive Plan on August 9, 2017 with the adoption of Ordinance No. 9-2017; and

WHEREAS, the Town is amending the Infrastructure Element and the 10-Year Water Supply Facility Work Plan, based on the City of West Palm Beach's recent update to their 10-Year Water Supply Facility Work Plan and Chapter 163.3177(6)(c), Florida Statutes; and,

WHEREAS, after public hearing pursuant to notice required by law, the Town Council, acting as the Local Planning Agency (LPA) at its October 14, 2020 meeting, considered all evidence and testimony and recommended that the Town Council approve on first reading the subject Ordinance amending the Town's Comprehensive Plan, and transmit said ordinance to the Florida Department of Economic Opportunity (DEO); and,

WHEREAS, after public hearings on October 14, 2020 and _____, 2020, pursuant to notice as required by law, the Town Council does hereby find, determine, and declare that the public health, safety, morals and general welfare of the citizens of the Town of Palm Beach requires that the aforesaid Comprehensive Plan, be amended as hereinafter set forth, and transmitted to the Florida Department of Economic Opportunity (DEO).

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

Section 1. Incorporation of Recitals

The above recitals are incorporated as fully set forth herein.

Section 2. Findings

The proposed Comprehensive Plan amendments, as more particularly described in Exhibit A, have been determined by the Town Council to promote the public health, safety and welfare, and are consistent with the requirements in Florida Statutes, and all elements of the adopted Comprehensive Plan.

Section 3. Amendment of the Comprehensive Plan

The Town of Palm Beach Comprehensive Plan is hereby amended to incorporate those amendments set forth in Exhibit A attached hereto and incorporated herein by reference.

Section 4. 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 5. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 6. Codification.

This Ordinance shall be codified and made a part of the official Comprehensive Plan of the Town of Palm Beach.

Section 7. 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 14th day of October, 2020, and for second and final reading on this ____ day of _____, 2020.

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, Town Clerk

Danielle H. Moore, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2021

Section of Agenda

Consent - Other

Agenda Title

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

Presenter

Wayne Bergman, Director of Planning, Zoning and Building

ATTACHMENTS:

- ▣ **Memorandum Dated January 4, 2021, from Wayne Bergman, Director of Planning, Zoning and Building**
- ▣ **DRAFT - Ordinance No. 01-2021**

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 2021

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Wayne Bergman, Planning, Zoning & Building Director

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

Date: January 4, 2021

STAFF RECOMMENDATION

Staff recommends the Town Council conduct the public hearings on Ordinance No. 01-2021 at the Town Council meetings at which the proposed Ordinance is to be heard prior to 5:00 p.m. The proposed Ordinance will be heard on first reading at the January 13, 2021 meeting, and it is anticipated that the second reading will be on February 10, 2021.

GENERAL INFORMATION

Florida Statute 166.041 requires the Town Council hold at least one of two public hearings to adopt a comprehensive plan amendment or zoning amendment ordinance that changes the list of permitted, conditional or prohibited uses within a zoning district consisting of parcels of land involving ten acres or more after 5:00 p.m. However, the Statute provides that the time of hearing can be changed if a majority plus one of the local governing body elects to have a hearing at another time. Staff is requesting the Town Council elect to conduct the public hearings on Ordinance No. 01-2021 during the course of the normal Council business. The first reading of the proposed Ordinance will be on January 13, 2021. Second reading is anticipated to be on February 10, 2021. All public hearings may occur before 5:00 p.m.

cc: Kirk Blouin, Town Manager
Jay Boodheshwar, Deputy Town Manager
Queenester Nieves, Town Clerk
Paul W. Castro, AICP, Zoning Manager
zf

ORDINANCE NO. 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 DISTRICTS 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.

WHEREAS, after public hearings pursuant to notice required by law, the Planning and Zoning Commission considered all testimony and recommended modification to the Code of Ordinances; and

WHEREAS, after public hearing pursuant to notice required by law, the Town Council considered the Planning and Zoning Commission's Record and Report and all evidence and testimony and as the Local Planning Agency recommended that the Town Council adopt the subject Ordinance; and

WHEREAS, after public hearing pursuant to notice as required by law, the Town Council does hereby find, determine, and declare that the public health, safety, morals and general welfare of the citizens of the Town of Palm Beach requires that the aforesaid Chapter 134, ZONING, of the Code of Ordinances, be amended as hereinafter set forth.

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

Section 1. Article I, IN GENERAL, Sec. 134-2. Definitions and rules of construction is hereby amended to read as follows:

Sec. 134-2. Definitions and rules of construction.

...

Parking, supplemental means those parking facilities provided as a permitted or special exception and which are in addition to existing required parking as set forth in the schedule of off-street parking requirements. Supplemental off-site parking in an underground garage that is a permitted use in the C-TS, C-WA and C-OPI zoning districts is not required to be parking that is in addition to what is required in the schedule of off-street parking requirements in the Code.

Section 2. Article VI, DISTRICT REGULATIONS, Section 134-1107, Permitted uses, in the C-TS zoning district is hereby amended to read as follows:

Sec. 134-1107. - Permitted uses.

- (a) Enumeration; maximum gross leasable area. The permitted uses in the C-TS town-serving commercial district, with a maximum of 3,000 square feet gross leasable area (GLA), are as follows:

(1) ...

...

- (10) Supplemental off-site shared parking within an underground parking garage to not exceeding 50 percent of the garage parking inventory. This use will sunset on March 13, 2024, unless extended or modified by town council.

Section 3. Article VI, DISTRICT REGULATIONS, Section 134-1109, Special exception uses, in the C-TS zoning district is hereby amended to read as follows:

Sec. 134-1109. - Special exception uses.

- (a) The special exception uses require a site plan review as provided in article III of this chapter. The special exception uses in the C-TS town-serving commercial district are as follows:

(1) ...

...

- (7) Supplemental parking per Secs. 134-2177 and 134-2182.

...

Section 4. Article VI, DISTRICT REGULATIONS, Section 134-1157, Permitted uses, in the C-WA zoning district is hereby amended to read as follows:

Sec. 134-1157. - Permitted uses.

- (a) Enumeration; maximum gross leasable area. The permitted uses in the C-WA Worth Avenue commercial district, with a maximum of 4,000 square feet gross leasable area (GLA), are as follows:

(1) ...

...

(32) Supplemental off-site shared parking within an underground parking garage to not exceed 50 percent of the garage inventory. This use will sunset on March 13, 2024, unless extended or modified by town council.

...

Section 5. Article VI, DISTRICT REGULATIONS, Section 134-1159, Special exception uses, in the C-WA Worth Avenue commercial zoning district is hereby amended to read as follows:

Sec. 134-1159. - Special exception uses.

- (a) The special exception uses require a site plan review as provided in article III of this chapter. The special exception uses in the C-WA Worth Avenue district are as follows:

(1) ...

...

(6) Supplemental parking per Secs. 134-2177 and 134-2182.

...

Section 6. Article VI, DISTRICT REGULATIONS, Section 134-1207 Permitted uses., in the C-OPI, Office, Professional and Institutional district is hereby amended to read as follows:

Sec. 134-1207 Permitted uses.

The permitted uses in the C-OPI office, professional and institutional district are as follows:

(1) ...

...

(8) Supplemental off-site shared parking within an underground parking garage to not exceed 50 percent of the garage parking inventory. This use will sunset on March 13, 2024, unless extended or modified by town council.

Section 7. Article VI, DISTRICT REGULATIONS, Section 134-1209, Special exception uses, in the C-OPI Office Professional and Institutional commercial zoning district is hereby amended to read as follows:

Sec. 134-1209. - Special exception uses.

The special exception uses require a site plan review as provided in article III of this chapter. The special exception uses in the C-OPI office professional and institutional district are as follows:

- (1) ...
- ...
- (5) Supplemental parking per Secs. 134-2177 and 134-2182.
- ...

Section 8. Article VI, DISTRICT REGULATIONS, Section 134-1259, Special exception uses in the C-PC Planned Center commercial district is hereby amended to read as follows:

Sec. 134-1259. - Special exception uses.

(a) The special exception uses require a site plan review as provided in article III of this chapter. The special exception uses in the C-PC planned center district are as follows:

- (1)...
- ...
- (5) Supplemental parking per Secs. 134-2177 and 134-2182.
- ...

Section 9. Article IX, OFF-STREET PARKING AND LOADING [14], Sec. 134-2177, Location of parking spaces is hereby amended to read as follows:

Sec. 134-2177. Location of parking spaces.

Parking spaces for all uses or structures which are provided as required parking in conformance with the schedule of off-street parking and other applicable sections shall be located on the same lot and shall have the same district classification as the principal use or structure they are intended to serve, except as specifically excepted as follows:

- (1) The town council may permit, as a special exception, the establishment of such required off-street parking facilities for commercial uses within 500 feet of the premises, as measured along the nearest public or permanent private pedestrian walkway they are intended to serve when:
 - a. Practical difficulties prevent the placing of the facilities on the same lot as the premises they are designed to serve;
 - b. The proposed location is located within the same zoning district as the principal use it is designated to serve;

- c. The owner of the parking area shall enter into a written agreement with the town, with enforcement running to the town, providing that the land comprising the parking area shall never be disposed of except in conjunction with the sale of the building which the parking area serves so long as the facilities are required; and
- d. The owner agrees to bear the expense of recording the agreement and agrees that the agreement shall bind his heirs, successors and assigns. The written agreement shall be voided by the town if other off-street facilities are provided in accordance with this chapter.

(2) The town council may permit, as a special exception, the establishment of supplemental off-street facilities which are in addition to those facilities required in accordance with the schedule of off-street parking for a permitted or approved special exception use. Such supplemental off-street parking facilities may be permitted only after the required parking for the principal use involved has been provided in full at current standards as contained in the schedule. This additional parking may be supplemental parking located on the same lot or supplemental off-site parking located on a directly adjoining lot or a lot which would be directly adjoining except for the location of a street or public way; provided, however, that all other provisions for special exceptions as set forth in sections 134-227 through 134-233 are complied with and, further, that the granting of such supplemental on-site or supplemental off-site parking is not construed as permission to expand, enlarge, alter, renovate, or modify the use of structure except in accordance with the requirements of this chapter. The exception is that supplemental off-site shared parking within an underground parking garage is exempt from this section of the Code.

- (3) The town council may permit, as a special exception, the establishment of required off-street parking facilities for commercial uses in zoning districts differing from the district of the principal uses of structures they are intended to serve if the following conditions are met:
- a. The owner of the parking area shall enter into a written agreement with the town with enforcement running to the town providing that the land comprising the parking area shall never be disposed of except in conjunction with the sale of the buildings with which the parking area serves so long as the facilities are required.
 - b. The owner of the parking area shall agree to bear the expense of recording the agreement, and agrees that the agreement shall bind his heirs, successors and assigns. The written agreement shall be voided by the town if other off-street facilities are provided in accordance with this chapter.
 - c. The parking area shall have been used as a parking area for the entirety of each of the five calendar years immediately preceding the application for special exception.
 - d. The parking area shall abut the property on which is situated the principal structure for which it is to furnish the required off-street parking.
 - e. The provisions for special exceptions as set forth in sections 134-227 through 134-233 are complied with.
 - f. The said parking area shall be located at ground level or below ground level and shall not be located within any structure above ground.

Section 10. Article IX, OFF-STREET PARKING AND LOADING [14], Sec. 134-2182, Location of parking spaces, is hereby amended to read as follows:

Sec. 134-2182. - Shared parking in C-TS, C-WA and C-OPI commercial zoning districts.

(a) Off-site supplemental shared parking within an underground garage is permitted by right in the C-TS, C-WA and C-OPI zoning districts without the requirement of first providing all required parking. However, said shared parking shall not exceed 50 per cent of the existing parking inventory in said underground garage.

(b) Special exception. Although there is no entitlement to shared parking, arrangements for shared parking may be allowed in the CT-S, C-WA and C-OPI commercial zoning districts, subject to the review and approval of a special exception as set forth under sections 134-227 through 134-233 and under the circumstances provided in this section.

(b~~c~~) On-site shared parking. When a new use is proposed to occupy existing floor space and the new use would require a greater number of parking spaces than required by the former use, the new use may request sharing of on-site parking to meet the town's off-street parking requirements, provided:

- (1) A traffic planner or traffic engineer clearly establishes to the town council, at the applicant's expense, that:
 - a. All uses utilizing the existing parking facilities will primarily utilize these parking spaces at different times of the day, week, month or year;
 - b. The sharing of such parking spaces will not result in conflicting or overlapping usage of the parking facilities; and
 - c. The available parking will be adequate to serve the needs of the proposed use.
- (2) If the building official determines that professional advice and/or consultation is required to review the applicant's parking findings, the expense of such professional advice shall be borne by the applicant.
- (3) The applicant provides to the town, at the applicant's expense, a recorded three-party agreement, including the town as one of the parties, with enforcement running to the town, guaranteeing the continuing availability of the shared parking spaces during the period of operation of the applicant's use. The term of the agreement shall approximate the life of the building or use for which the shared parking spaces fulfill the town's off-street parking requirement. If the shared parking ever ceases to be available or becomes inadequate due to a change in the uses' respective schedules of operation that results in conflicting or overlapping usage, the proposed use shall be required to obtain a new occupancy permit and provide proof that sufficient parking will be provided or shall be required to immediately reduce the intensity of the use served to the extent that it will be conforming to the town's off-street parking requirements.

(ed)Supplemental off-site shared parking. With the exception of underground shared parking that is a permitted use in the C-TS, C-WA and C-OPI zoning district, A a conforming use may lease to another existing conforming use the former's required or supplemental parking spaces for use by patrons or employees of the latter, provided:

- (1) The area to be used for off-site shared parking shall be in the C-TS, C-WA, C-PC or C-OPI zoning district, and, except for shared parking within a parking garage or underground/underbuilding parking area, any area used for off-site shared parking shall be accessible only to and used by parking attendants and shall have controlled access in the form of gates or other barriers acceptable to the town that can be accessed and used only by parking attendants.
- (2) Off-site shared parking shall be located no more than 500 feet from the use the off-site shared parking is intended to serve.
- (3) The applicant shall provide evidence which shall prove to the satisfaction of the town council that the off-site shared parking use shall not increase noise, light or traffic impacts upon neighboring residential districts.
- (4) A traffic planner or traffic engineer establishes to the satisfaction of the town council, at the applicant's expense, that all other establishments using the existing parking spaces will primarily utilize these spaces at different times of the day, week, month or year from that of the applicant's use, and that the sharing of such parking spaces will not result in conflicting or overlapping usage of the parking facilities.
- (5) If the director of planning, zoning and building department should determine that professional advice and/or consultant is required to review the applicant's parking findings, the expense of such professional advice shall be borne by the applicant pursuant to sections 134-171 and 134-172.
- (6) Off-site shared parking shall only be supplemental, and such parking shall not be used to meet required parking for new construction or expansion or addition to existing floor area.
- (7) The town may impose such additional conditions that it deems necessary to minimize noise, light and traffic impacts upon neighboring residential districts.
- (8) The approval shall initially be limited to a period of six months, whereupon a subsequent review shall be made at a public hearing of the town council at which the interim approval may be renewed, modified or revoked.
- (9) The provisions in Sec. 134-2177 and 134 2182 related to supplemental off-site shared parking in an underground garage as a permitted use in the C-WA, C-TS and C-OPI zoning district will sunset on March 13, 2024 unless extended or modified by the town council.

Section 11. 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 12. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 13. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 14. 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 13th day of January, 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:

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: January 12, 2021

Section of Agenda

Consent - Other

Agenda Title

Palm Beach Island Cats 2020 Annual Report.

Presenter

Kirk Blouin, Town Manager

ATTACHMENTS:

- ▣ **Palm Beach Island Cats Annual Report**
- ▣ **2020 Field Statistics**



Palm Beach Island Cats, Inc.

P.O. Box 173, Palm Beach, FL 33480

islandcat@pbislandcats.org

www.pbislandcats.org

561-800-4725

Town of Palm Beach
360 South County Rd.
PO Box 2029
Palm Beach, FL 33480

January 4, 2021

Dear Council, Mayor and Manager,

We can all agree that 2020 has been a year like no other! Despite the pandemic and its lockdowns, Palm Beach Island Cats has continued without fail to care for and control our community cat population as well as respond to all citizen concerns. Our work maintains the quality of life we all enjoy on Palm Beach Island and is invisible because of how well we do what we do.

PALM BEACH ISLAND CATS MISSION STATEMENT

PBIC prevents future generations of homeless cats by implementing the humane practice of Trap, Neuter and Return.

PBIC maintains the current population through daily feeding, watering, and providing medical care as needed.

PBIC responds to all citizens' concerns to achieve peaceful coexistence between our Town's cats and residents.

- Palm Beach Island Cats (PBIC) had only 23 kittens born from our 322 adult cats in 2020, and they were all socialized and adopted into homes (15 of them came from one house).
- We use high quality food and feed and water nightly, rain or shine.
- We used 9,100 lbs. of dry food and 30,896 cans of wet food during 2020.
- Having all Island cats neutered leads to peaceful nights in our neighborhoods.
- 38 new cats were neutered
- We continue to face new fertile cats being dumped here. A family this year started with 2 cats and in 6 months they became 19 cats. To control the population, we must remain vigilant.
- Cats are largely invisible due to our late-night feeding.
- PBIC is now a mature TNR organization which means our cat population is almost all seniors and the population continues to drop due to attrition. This is what all TNR groups strive for and few achieve.
- Our goal is all cats living safely in houses. Our program is the only humane way to achieve it.

We handle between 5 to 12 calls a day on everything from food deliveries, cats that need medical attention, cat prints on Rolls or Porsche, appearance of kittens, DOA cats, rogue feeders making a mess and resident/cat conflicts. Patricia Kinion, our Field Director is a master at navigating these difficult tasks and putting out fires. Our feeding team has been with us from the beginning 12 years ago and does a stellar job, all before dawn and residents wake up.

We thank the Town of Palm Beach for your unwavering support which has allowed us to show the success a TNR program can achieve.

Sincerely,

David Leavitt
President, Palm Beach Island Cats

Palm Beach Island Cats
Field Statistics 2020

322 Cats Under care

58 Revaccination

38 Sterilizations

22 Medical treatments

12 Euthanasia

5 Dead on arrival

7 Litters of kittens – 23 kittens total

Food

9,100 lbs. of dry cat food

\$13,398

30,896 cans wet food

\$30,651.28

Total- \$44,049.28

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2021

Section of Agenda

Board/Commission Annual Report

Agenda Title

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

Presenter

Nicholas Coniglio, Chair

ATTACHMENTS:

- ▣ **Memorandum Dated December 30, 2020, from Nicholas Coniglio, Chair**

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 2021

To: Mayor and Town Council

Via: Kirk W. Blouin, Town Manager

From: Nicholas Coniglio, Recreation Advisory Commission Chairperson

Re: Recreation Advisory Commission Annual Presentation

Date: December 30, 2020

GENERAL INFORMATION

The contents of the annual Recreation Advisory Commission (RAC) report include:

Commission Membership/Meetings

COVID Response

Par 3 Golf Course

Tennis Operations

Seaview Park

Morton and Barbara Mandel Recreation Center

Commission Membership/Meetings

The RAC is currently comprised of seven regular members and three alternate members, appointed by Town Council for three-year terms. A chairperson and vice-chairperson are selected by the members on an annual basis. The Commission held five regular meetings (the June, September and December meetings were held virtually). The current Commission membership is as follows (one previously vacant position):

Commissioner	Position	Term Expires
Nicholas Coniglio	Chairperson	4/23
Vacated December 31, 2020, next meeting is February 2021	Vice-Chairperson	
Kristen Schonwald-Vila	Regular Member	4/23
Dr. G. Ellen Howe	Regular Member	4/21*
Grier Pressly	Regular Member	4/22
Alexandra Woodfield	Regular Member	4/21*
Leslie Wytrzes	Regular Member	4/22

Peter Harris	Alternate Member	4/21
Pamela McIver	Alternate Member	4/22

*not eligible for re-appointment

There were no new appointments to the Commission in 2020.

The Town Council voted December 8, 2020 to reduce the size of the commission effective April 30, 2020 from seven (7) regular members and three alternates to seven (7) regular members.

COVID-19 Response

Covid-19 impacted all operations of the Recreation Department from March 2020 through the writing of this report. The Recreation Advisory Commission was kept abreast of the programmatic modifications that were required due to the pandemic. Each division of the Recreation Department adapted operational plans and developed new procedures in order to offer recreational opportunities for residents. The Commission provided feedback on these policies to staff. Overall, the department performed exceedingly well and had record participation in several areas. The staff is committed to staying vigilant with CDC best practices, communicating consistent messaging and modeling best practice behavior until the pandemic has subsided so that we may offer a much-needed recreation program.

Par 3 Golf Course

The Par 3 Golf Course had another great year with 38,160 rounds of golf played during fiscal year 2020. This is just 2.44% less despite being closed for 43 days from March 18-April 29 at the initial reaction to Covid-19. The popularity of the golf lesson and clinic program increased, with revenue increasing over 8% from the previous fiscal year. Patrons consistently provide positive feedback concerning the quality of the lessons and the instructors.

The restaurant, al Fresco, at the Par 3, remains a favorite dining destination for residents and guests, alike. During the initial safety precautions of Covid-19, the take-out business was extensive and when in-person dining was later permitted, al Fresco followed protocols and safety precautions and business was very steady. Town staff continues to work closely with al Fresco staff to address any operational issues that may be identified. The popularity of the golf course and the restaurant continues to be a testament to the outstanding service, which has become the hallmark of this remarkable facility.

Outstanding course conditions remain a priority at the Par 3 and the members of the Commission have provided input on budgetary expenses and fees, assisting in the establishment of a well-thought-out budget. Fee modifications included the tweaking of green fees and annual passes. The hard work and efforts have paid off, as the Palm Beach Par 3 continues to receive numerous accolades and earned more than \$2,288,000 in revenue (including more than \$210,000 in pro-shop sales, a 4.4% increase over the previous fiscal year).

Additionally, several facility and course projects were completed. The clubhouse received new carpet and logo mats for the entrances, and enhanced staff to focus on custodial and light maintenance duties. The old clubhouse received a new roof and was painted. The maintenance building also received a new roof. The golf course received a new weather station with soil sensors (both to help save water, a new fountain/aerator in the lake, dryjected greens and new ventilation system/cooling system in the pump station control panel.

The installation of beehives on the left of #12 has been a huge hit! Native plants provide a buffer for them and a place for pollen distribution. The "Hole in One" honey is harvested and sold at the golf and tennis pro shops and the Mandel Recreation Center. It sells out very quickly.

Tennis Operations

Tennis was noted as a safe, low-risk activity per the CDC, Mayo Clinic, and USTA when done with safety protocols in place. Tennis participation exploded once the courts were allowed to reopen with many residents either returning to their love of tennis or discovering our high-quality courts. Unfortunately, no special events or tournaments have been held due to Covid-19 precautions.

Despite being closed for 44 days from March 18-May 1, revenue for the tennis centers was up over 11% from FY19 to FY20. Lesson and clinic participation were good pre-Covid-19. Town revenue from the teaching contract with DM Tennis Enterprises was up from the previous fiscal year, a little over 9.5%. This was despite some challenges that included the closing of courts due to the Mandel Recreation Center construction, heavy rain events in May and October, and a few other issues. Participants and residents continue to provide positive feedback about the quality and professionalism of the instructor team and the excellent playability of the courts.

During the 44 days the courts were closed, daily maintenance continued in order to have a seamless and quick re-open to the public once permitted. Projects of all sizes were completed at both tennis centers including: addition of hose bibs, gate and line repairs, replacement of tennis posts, re-installed Tread Blasters, landscape beautification, re-keying of the pro shops, and awning replacement and re-painting of the shade shelter columns and pads at Phipps.

Recreation Center

The Mandel Recreation Center started off the calendar year with excellent participation in programs and better than forecasted use of the fitness center. The Center stopped all programs, camps, and classes in response to Covid-19 on March 13. The fitness center and the rest of the building were shut-down after the primary election on March 17. The fitness center reopened for use by reservation only on May 18. The rest of the Mandel Recreation Center slowly opened up in the following weeks with limited offerings and capped participation to ensure proper physical distancing.

Despite being closed for over two months, there have been over 320 memberships sold since the grand opening. The fitness center has limited the number of patrons per one hour and fifteen minute block, to allow for proper social distancing. Each training session is followed by a fifteen minute cleaning session. The block scheduling is expected to continue through at least spring of 2021. The personal training opportunities were expanded in mid-November with partner training and small group training now available. The small group training class is great for a family or a small friend's group that wants to receive private training directly with the instructor. Group Fitness classes continued with limitations on class sizes depending on the location of the class. When possible, classes were scheduled in the fieldhouse to maximize social distancing opportunities. All fitness related classes are overseen by HealthFitness staff, with the exception of Sandee Sineni's classes, which have been a longtime resident attraction. Balance and Stability was the newest group fitness class launched by HealthFitness – it was important to add this class considering the high incidences of falls that PB Fire Rescue responds to in the community. The plan is to seek further participation with Fire Rescue and the Civic Association on this class to ensure we are making the class as beneficial as possible and doing the best to reach our target audience. The other fitness classes put on by HealthFitness in 2020 included: youth intro to strength training, power circuit, strength circuit, cardio circuit, pure toning, abs blast, mat Pilates fusion, and yoga.

The ever-popular After School Program started off the year full with 30 students and a healthy waitlist until the program shut-down due to Covid-19 in mid-March. The program restarted in August, while limiting enrollment to 16, to ensure greater opportunities for social distancing. Staff have created innovative activities for the kids that lends to social distancing and less touchpoints. Unfortunately Camp

Palm Beach which normally welcomes 100 kids per week on average during the summer was canceled. Staff did put on a number of smaller workshops throughout the year. Although there are greater efforts to hold more activities outside for these workshops, registration is still limited to 10-15 registrants to ensure there are opportunities to social distance properly for the indoor activities.

The Recreation Center greatly enhanced its virtual presence to keep the community engaged, with the famous RecConnect hitting inboxes three days a week during the shut-down. The publication now hits inboxes once a week to keep everyone informed of the schedule around the Mandel and the rest of recreation along with the popular boredom busters. The department also greatly increased presence through social media, which has proven as a great way to engage with the community. There are now over 1,100 followers on Instagram, be sure to follow townofpalmbeachrecreation on Instagram or Palm Beach Recreation Department on Facebook.

- Highlights from 2020:
 - Popularity of Perseverance Basketball is through the roof – skills academies, little hoopsters, private training, and group training have been a great addition for the community and a boost to revenue
 - Select Soccer saw a huge increase in participation and is well set for future growth with 45 kids signed up for K-2nd graders and 12 kids for 3-6th graders
 - Girls club lacrosse launched in November for 6-9th grade, 16 kids were signed up within the first 10 days!
 - Fitness Fridays launched! An expansion on the effort to lead the community towards living happier, healthier, and longer lives... Fitness Fridays came to fruition! Every Friday there is a social media post that challenges the community to participate in a particular healthy activity that day as well as a healthy meal. Staff take it to the next level and make Fitness Fridays very apparent at the Mandel with signage, attire, and healthy ribbing of fellow colleagues to encourage the new ethos for Palm Beach of living happier, healthier, and longer lives. The plan is to expand this program further to encourage more community participation.
 - Despite the Covid-19 shutdown and limited offerings, revenues were up over 45% this past fiscal year compared to 2019.

Conclusion

Overall, despite the uniqueness of 2020, the members of the RAC had a productive year and are looking forward to a very exciting 2021. With the hope of a Covid-19 free environment, or even without, many exciting opportunities will present themselves to residents and visitors. The Commission is optimistic about the future and is committed to working with the staff to meet any challenge which may present itself. We are involved in an ongoing dialogue concerning the role of recreation in the Town of Palm Beach, and want it to be seen as an essential service. We are dedicated to assisting in any way necessary, as we plan for an exciting and successful future.

cc: Recreation Advisory Commission
Carolyn Stone, Director of Business Development and Operations
Rod Gardiner, Assistant Director of Recreation
Tony Chateauvert, Golf Manager
Mark Bresnahan, Program Development and Operations Manager
Michelle Pallante, Administrative Assistant

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2021

Section of Agenda
Committee Reports

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

Presenter
Lew Crampton, Chair

ATTACHMENTS:

- ▣ **December 11, 2020, Business and Administrative Meeting Report**



TOWN OF PALM BEACH

Town Clerk's Office

REPORT OF THE BUSINESS AND ADMINISTRATIVE COMMITTEE MEETING HELD ON FRIDAY, DECEMBER 11, 2020

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. REGULAR AGENDA

Chair Crampton gave an overview of the various parking issues that the committee would be handling and mentioned the goals which will be guiding any deliberations. He spoke regarding residential vs. commercial parking and mentioned that this meeting is specifically regarding parking along County Road from Wells Road to Hammon Avenue. He informed all that the next meeting on January 7, 2021 would be dealing with issues regarding Worth Avenue.

A. Recap of Preliminary Regulation Options Related to Parking in the County Road Corridor

Jay Boodheshwar, Deputy Town Manager

Jay Boodheshwar, Deputy Town Manager acknowledged the staff members who have assisted in handling the parking issues: Paul Colby (PW), Ben Alma (PD) and his staff, Wayne Bergman (PZB), Amy Wood (Finance), and Mark Bresnahan (REC). He explained that since there was not a large commercial area in Town, it

was decided to focus on the different commercial areas individually. He mentioned that reminders will be sent out regarding the two meetings to be held in January. He reported that at last Tuesday's council meeting, the Town Council had reviewed the proposed modifications to the supplemental shared parking section of the Town's Code of Ordinances and directed staff to prepare an Ordinance regarding underground private parking garages to be heard on first reading at the January 12th Town Council Meeting. Mr. Boodheshwar also mentioned that the Town Council had approved preparation of a Request for Proposal (RFP) to solicit a consultant to examine and make recommendations regarding the Town's retail strategy in all commercial areas.

Mr. Boodheshwar spoke regarding the parking issues along the County Road corridor and referred to the spreadsheet 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 in the County Road area.

Discussion ensued regarding the different types of paid parking in the County Road corridor such as paid, time-limited, etc.

B. Community Input Related to Existing and/or Potential Parking Regulations in the County Road Corridor (3 Minutes Please)

Chair Crampton spoke regarding the reasons for handling the parking situation and mentioned that the Palm Beach is projected to have over 120K people in a few years making it the fourth or fifth largest city in Florida and that the County growth rate is exceedingly high.

The following residents/business owners spoke:

Dr. Richard Lynn, spoke regarding the block of South County Road between Royal Palm Way and Brazilian Avenue, paid parking and parking kiosks.

Kerry Wood, 183 N. County Road spoke regarding getting a loading zone space at her place of business.

Pat Cooper, 3920 North Flagler Drive, West Palm Beach, inquired about time limits on metered parking spaces.

Laurel Baker, Palm Beach Chamber of Commerce, inquired about recommendations from past parking studies. Mr. Boodheshwar responded that those recommendations will be used as a reference point for staff. Ms. Baker then spoke regarding parking rates, free parking and the impact of growth in West Palm Beach on the Town.

Lynne Minsky, 222C North County Road, spoke regarding her disappointment with the installation of parking kiosks on N. County Road and with the Council for not acknowledging that N. County Road is also a residential area.

Bill Metzger, 277 Esplanade Way, Palm Beach Town Square Commission (formerly the Centennial Commission) thanked the Committee for continuing to try to handle the parking issues.

Dr. Richard Lynn mentioned the perceptions of some business owners regarding the parking revenue goal of the Town.

C. Committee Discussion and Q&A with Staff and Meeting Participants

Mr. Boodheshwar thanked all the participants for their input and acknowledged that there were unintended consequences to some decisions that were made and which will be revisited. He mentioned some ideas such as the centralized valet program in the commercial areas which was piloted on Worth Avenue about two years ago and again thanked everyone for their input.

Chair Crampton thanked the staff for the research and resources provided to the committee regarding the parking issue.

Member Moore also thanked the staff and participants for their input. She stated that after all three meetings, the recommendations will go through another public hearing before being submitted to the Town Council.

Chair Crampton thanked the business community for their participation and announced that the next meeting will be held on January 7, 2021. Member Moore mentioned that the meeting will be held via Zoom as the Council Chambers will be undergoing a technology upgrade.

V. ANY OTHER MATTERS - None

VI. ADJOURNMENT

Motion was made by Committee Member Moore and seconded by Chair Crampton to adjourn the Business and Administrative Committee Meeting of December 11, 2020 at 10:58 a.m.

APPROVED:

Lewis S.W. Crampton, Chair

ATTEST:

Queenester Nieves, CMC, Town Clerk

Date

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2021

Section of Agenda

Regular Agenda - Old Business

Agenda Title

COVID-19 Update

Kirk W. Blouin, Town Manager

TIME CERTAIN: 11:00 AM

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

b. Discussion About Town-Wide Curfew

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.

Time Certain

11:00 AM

Presenter

ATTACHMENTS:

- ▣ **c. Resolution No. 008-2021**

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.

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 Chief of Police has requested that the time limit for the declaration of emergency be extended again to February 9, 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 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 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 12th day of January, 2021.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 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: 11:30 AM

a. Proposed Dockage Rates and Business Plan Update

Carolyn Stone, Director of Business Development and Operations

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

c. Proposed Staffing Model for Marina Operations

Carolyn Stone, Director of Business Development and Operations

d. Update on Progress of Project Construction

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

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

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

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

g. Presentation of Conceptual Landscaping Plans Designed by Nievera Williams

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

Time Certain

11:30 AM

Presenter

ATTACHMENTS:

- ▢ **a. Memorandum Dated January 4, 2021 From Carolyn Stone, Director of Business Development and Operations**
- ▢ **b. Resolution No. 011-2021 Marina Dockage Rates**
- ▢ **c. Memorandum Dated January 4, 2021 From Carolyn Stone, Director of Business Development and Operations**
- ▢ **d. Memorandum dated December 23, 2020, from H. Paul Brazil, P.E., Director of Public Works**
- ▢ **e. Memorandum dated December 15, 2020, from H. Paul Brazil, P.E., Director of Public Works**
- ▢ **e. Resolution No. 009-2021**
- ▢ **e. Resolution No. 012-2021**
- ▢ **f. Memorandum dated December 17, 2020, from H. Paul Brazil, P.E., Director of Public Works**
- ▢ **f. Resolution No. 010-2021**
- ▢ **g. Memorandum dated December 23, 2020, from H. Paul Brazil, P.E., Director of Public Works**
- ▢ **g. Lake Park Presentation Attachment**

TOWN OF PALM BEACH

Information for Town Council Meeting on January 12, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: Carolyn S. Stone, Director of Business Development and Operations

RE: Marina Business Plan Update and Proposed Annual and Seasonal Rates
Resolution No. 11-2021

DATE: January 4, 2021

STAFF RECOMMENDATION

Staff recommends Town Council approve Resolution No. 11-2021 establishing the annual and seasonal marina rates for FY 2022.

GENERAL INFORMATION

The Town Council approved the deposit structure for dockage at the Town Marina in July 2020. To date the Town has received 56 deposits for annual and seasonal leases. In order to convert these deposits, staff recommends the Town Council approve the proposed rate structure in order to ensure staff's ability to maintain the deposit procedures as outlined and approved by the Council in June 2020. Revenue collected for leases prior to the start of the next fiscal year will be deferred to FY2022. Transient dockage rates will be determined during the FY2022 budget process.

In the initial presentation to Town Council in January 2020, staff engaged consulting services from US Marina Group (USMG), a division of Marine Business Advisors, LLC, to complete a peer review of the 2018 W. F. Baird Marina Business Plan, as well as a review of the staff developed pro forma. Based on their assessment, USMG recommended annual and seasonal rates that were presented to Town Council in February 2020. Staff has since conducted another marina market rate survey in order to have the most current data. Based on the comparisons of this recent marina market rate survey, staff believes that slightly higher rates can be achieved than those originally presented in the first pro forma review from February 2020.

Overall, staff's recommended rates are comparable to both USMG's findings and that of the W. F. Baird Master Plan. Staff is seeking Town Council approval of the annual and seasonal rates based on a host of influencing factors as presented below.

RATE SETTING STRATEGY AS RELATED TO OCCUPANCY

A world-class marina allows for charging premium rates and provides the best return on investment for the Town of Palm Beach. The Town Marina is considered an "owner's marina."

Many of our current (and future) customers are Town residents and desire to have their yacht close by for convenience and to utilize all that the Town has to offer in a safe and accessible environment. The marina's success cannot only be defined by revenue generation. It must exude the Palm Beach ethos, while providing exceptional customer service, a secure environment and the highest aesthetic standards.

Addressing the right balance of slip mix between annual, seasonal and transient leases is paramount. Achieving a near one hundred percent (100%) occupancy creates a situation where demand is substantial, and directly influences rates based on limited supply.

Strategy for reaching 100% occupancy

There are several strategies for filling slips. The goal is to have demand outpace supply so that the marina has high occupancy while garnering competitive market rates. Deposits received to date indicate that residents and yacht owners want annual leases. An argument can be made that annual leases potentially have less 'impact' on the day to day operations of the marina. Fewer people are coming and going which is a benefit to the adjacent neighborhood. In addition, when annual leaseholders are not in their slip, the marina may sublet their slip on a transient basis, which generates the highest rate of dockage. Having a high percentage of annual leases generates predictable annual income, creates slip demand and provides opportunity for transient revenue.

Strategy for rate setting

Staff evaluated superyacht marina rates from competitors primarily in South Florida, the Caribbean, South America, and the Northeast. Rates varied from \$8-\$10 per foot per day in markets with extremely short seasons such as Newport Marina to more moderate rates in the \$2.60-\$4.00 range per foot per day for annual leases in South Florida (Bahia Mar/Palm Harbor – see attached survey). It is also important to note that private marinas are constantly negotiating rates with customers. This is a practice in which the Town will not engage (nor other municipal marinas). COVID-19 impacted the market and has pushed rates higher in the past nine months because yachts could not travel to other locales. The Town needs to employ a pricing strategy that drives demand to fill slips. If the Town sets a rate that is too high at the onset, occupancy could be low and the Town could experience a glut of supply which will cause rates to remain flat or even worse, have to be lowered to drive demand. The recommended strategy for rate setting should be to charge a competitive market rate that takes into consideration Palm Beach's one of a kind location and reputation and leads to near 100% occupancy as quickly as possible. Creating an environment of scarcity will increase demand, ultimately leading to increased rates in future years while maintaining high occupancy levels. A business plan based on customer retention instead of customer attraction is directly correlated to the recommended staffing model.

Based on this rationale, staff recommends the following rates indicated in the chart below (highlighted in yellow). The attached worksheet contains what the rates were at the Town Docks prior to closing for renovation, what was recommended in February 2020 when the Town Council approved the financing for the marina and what the staff is recommending for FY2022.

Also attached, for comparison, is an income statement showing the forecast that was presented in February 2020 and an updated forecast for FY22 (first full year of operations) with the recommended staff rates. Please note that the forecast does take into account the recommended staff model and a general fund transfer for both administrative services and recreational amenity usage that will be available to both owners and crew.

ANNUAL (December 1 - November 30)					
Slip Size	TOPB Rates in 2020	Proposed Feb 2020	Proposed Jan 2021	Deposits Received to date	Number of Slips Available
60	\$1.26	\$1.75	\$1.75	1	1
65	\$1.26	\$1.75	\$1.75	1	1
85	\$1.26	\$1.75	\$1.75		3
90	\$1.33	\$2.00	\$2.00	14	28
105	\$1.38	\$2.00	\$2.00		1
110	\$1.38	\$2.00	\$2.00	1	2
120	\$1.60	\$2.25	\$2.25	1	2
125	\$1.60	\$2.25	\$2.25	4	8
130	\$1.60	\$2.25	\$2.25	8	13
145	\$1.80	\$3.00	\$3.00		1
150	\$1.80	\$3.00	\$3.00	2	12
200	\$2.00	\$3.50	\$4.00	6	6
212	\$2.00	\$3.50	\$4.25	1	1
214	\$2.00	\$3.50	\$4.25	1	1
224*	\$2.00	\$3.50	\$4.00	1	1
294	\$2.00	\$3.50	\$4.25	1	1
Total Deposits to Date - 1-4-2021				42	
*slip is a MST and not a face dock or inside					

SEASONAL (November 1 - April 30)				
Slip Size	TOPB Rates in 2020	Proposed Feb 2020	Proposed Jan 2021	Deposits Received to date
60	\$2.55	\$3.00	\$3.00	
65	\$2.55	\$3.00	\$3.00	
85	\$2.89	\$3.00	\$3.00	
90	\$2.89	\$3.00	\$3.00	10
105	\$2.96	\$4.00	\$4.00	
110	\$2.96	\$4.00	\$4.00	1
120	\$3.25	\$4.00	\$4.00	
125	\$3.25	\$4.50	\$4.50	
130	\$3.25	\$4.50	\$4.50	1
145	\$4.25	\$4.50	\$4.75	
150	\$4.25	\$5.00	\$4.75	2
200	\$4.25	\$5.00	\$5.25	
212	\$4.25	\$5.00	\$5.25	
214	\$4.25	\$5.00	\$5.25	
224	\$4.25	\$5.00	\$5.00	
294	\$4.25	\$5.00	\$5.25	
Total Deposits to Date - 1-4-2021				14

Marina Budget Forecast for Business Plan		
Marina Income	Presented to TC Feb 11, 2020	Estimated FY22
Annual/Seasonal Lease Revenue	5,389,423	7,775,915
Transient Rental	1,002,235	1,089,735
Sub-Total Dockage revenues	6,391,658	8,865,650
Tender revenue	36,000	36,000
Utility Reimbursement	621,000	621,000
Investment Income	38,000	36,631
Miscellaneous Revenue/Deposits	6,500	6,500
Total Revenue	7,093,158	9,565,781
Marina Expenses		
Salaries and Wages	285,000	286,000
Employee Benefits	199,000	192,768
Contractual Costs	1,456,990	1,638,870
Commodities	51,400	54,000
Total Marina Operating Expenses	1,992,390	2,171,638
FTE Count	5	4.630
Net Income from Operations	5,100,768	7,394,143
Other Non Operating Expenses		
Debt Service	2,035,246	2,035,246
Depreciation Reserve	1,900,000	1,831,549
Contingency	102,189	108,582
Transfer to General Fund for administrative services		200,000
Transfer to recreation for customer amenities*		177,313
Total Non Operating Expenses	4,037,435	4,352,690
Net Income	1,063,333	3,041,454
*Customer use of recreation facilities		

Marina Rates Survey								
Includes FY22 proposed rates for Town of Palm Beach and current rates at surveyed facilities.								
ANNUAL LEASE (December 1 - November 30)								
Slip Size	60-75	90	105-130	145-150	200	212-214	224	294
Town of Palm Beach	\$1.75	\$2.00	\$2.25	\$3.00	\$4.00	\$4.25	\$4.00	\$4.25
Palm Harbor	\$1.80	\$1.80	\$1.90	\$2.60	\$2.60	\$2.60	\$2.60	\$2.60
Rybovich South	\$3.00	\$3.00	\$4.00	\$4.50	\$4.50	\$4.50	\$5.00	\$5.00
Bahia Mar	\$2.50	\$3.00	\$3.50	\$3.75	\$4.25	\$4.25	\$4.25	\$4.25
Miami Beach (per foot rate is monthly)	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00	\$36.00
Seasonal Lease (November 1 - April 30)								
Slip Size	60-65	75-90	105-130	145-150	200	212-214	224	294
Town of Palm Beach	\$3.00	\$3.00	\$4.00	\$4.75	\$5.25	\$5.25	\$5.00	\$5.25
Palm Harbor	\$2.90	\$2.90	\$2.95	\$4.20	\$3.00	\$4.20	\$4.20	\$4.20
Rybovich South	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Bahia Mar	\$3.00	\$3.75	\$4.50	\$4.75	\$5.25	\$5.25	\$5.25	\$5.25
Miami Beach (per foot rate is monthly)	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00

Cc: Jay Boodheshwar, Deputy Town Manager
Jane LeClainche, Director of Finance
Mike Horn, Dockmaster
Rod Gardiner, Assistant Director of Recreation

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.

WHEREAS, the Town of Palm Beach is constructing a new marina with an anticipated opening of October, 2021; and

WHEREAS, there are currently 56 annual and seasonal lease deposits that need to be converted to annual and seasonal leases; and

WHEREAS, depositors need to know the rates for FY2022, in anticipation of executing their lease for dockage at the Town Marina; and

WHEREAS, some lease revenue may be collected in FY21 and deferred to the FY2022 budget.

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

Section 1: The attached annual and seasonal rate amounts are incorporated by reference as part of the resolution is hereby adopted.

Section 2: The Director of Finance will establish an escrow account to hold funds until they may be applied to the executed lease or refunded per deposit application policy.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of January 2021.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

TOWN OF PALM BEACH

Information for Town Council Meeting on January 12, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

FROM: Carolyn S. Stone, Director of Business Development and Operations

RE: Marina Business Plan Update – Proposed Marina Staffing

DATE: January 4, 2021

STAFF RECOMMENDATION

Staff recommends Town Council review the marina staffing model as outlined below in order to meet the desired revenue and service goals. If the Town Council approves of this staffing model, a budget amendment will be brought forward for consideration at the February 9, 2021, Town Council meeting in order to have the appropriate staff recruited, trained and in place by the fall of 2021.

GENERAL INFORMATION

Staff prepared a business plan pro forma in January 2020 to make recommendations to Town Council prior to the award of the marina construction contract. As part of the expense portion of this pro forma, and after careful review of the Baird and USMG plans, staff has slightly modified the recommended staffing model. Both Baird and USMG recommended five (5) FTE positions. After careful review, staff recommends a core team of four (4) full time Town staff employees, who will be complemented by contractual staff to provide additional support in season. By comparison, this is an increase of .5 FTE from previous years when the Town Docks were staffed by a Dockmaster, Assistant Dockmaster, and two .75 Regular Part-time Dock Attendants for a total of 3.5 FTE. This approach minimizes long-term labor liabilities for the Town, while allowing us to scale up and down contractual staffing throughout the year. A summary of the core team of full-time employees are outlined below.

Dockmaster (Existing)

This is a hands-on and externally facing management position responsible for coordinating day-to-day operations and delivering an exceptional marina experience. In addition to developing the marina budget, overseeing records, and collecting all dock-related revenues, the Dockmaster is responsible for the hiring, supervision, training, and evaluation of staff. Duties are performed under the general direction of the Director of Business Development and Operations.

Assistant Dockmaster (New)

This hands-on position is responsible for assisting the Dockmaster in the management, supervision, operation, and maintenance of the Town Marina facilities. The Assistant Dockmaster

is instrumental in the training and supervision of contractual dock attendants and security personnel. The Assistant Dockmaster performs their duties under the Dockmaster's supervision and acts as the manager on duty when the Dockmaster is not present. This position requires rotating hours including weekends, holidays, and evenings as required to properly supervise the Town Marina. The individual will be called upon for after-hours emergencies at any given time.

Administrative Assistant (New)

The Administrative Assistant serves as the primary point of contact for inquiries to the marina office. This position oversees the day-to-day administrative and clerical functions of a busy marina office and requires exceptional customer service skills. Primary duties include answering questions related to slip reservations (utilizing the *Dockwa* reservation software system), assisting with the annual and seasonal lease agreement management and renewals, answering telephones, filing, photocopying, sorting and distribution of mail, recordkeeping, and handling business-related correspondence. This position reports directly to the Dockmaster.

Maintenance Worker (New)

This physically active position requires specialized knowledge relating to maintenance of the docks and related structures, facilities and general building maintenance. The employee is required to perform janitorial duties, complete a variety of building maintenance tasks, and maintain the Marina golf cart fleet and hand carts. The employee supervises and trains contractual part-time employees. The employee is expected to work indoors and outdoors in various weather conditions and in a noisy atmosphere. The position requires considerable personal contact with employees and the public and reports directly to the Assistant Dockmaster.

Below is a brief summary of contractual services we will utilize for day-to-day marina operations.

Dock Attendants (Contractual)

The Dock Attendant is the face of the business, providing exceptional customer service, expediting all business offerings, and maintaining all facets of marina operations. Essential daily duties include securing boats to dock with mooring lines, connecting utility lines (shore power and water), delivering and/or notifying customers of messages, mail and packages, performing daily trash pick-up, operating golf cart transport for patrons' baggage to and from dockside, accommodating guest's needs; and preparing docks for daily operation. Dock attendants are the front line to assist the Dockmaster with maintaining our DEP Clean Marina status and the regulation of Marina Rules. These positions report to the Assistant Dockmaster.

Security (Contractual)

The Town Marina is home to the Palm Beach Police Department's Marine Unit, which provides a daily on site police presence. In addition, a new state of the art surveillance and access control system is being installed and monitored from the marina office and is tied into the Town's surveillance. Overnight, security personnel will be contracted to patrol the marina, ensuring a 24/7 presence.

cc: Jay Boodheshwar, Deputy Town Manager
Jane LeClainche, Director of Finance
Mike Horn, Dockmaster
Rod Gardiner, Assistant Recreation Director

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 2021

TO: Mayor and Town Council
VIA: Kirk W. Blouin, Town Manager
FROM: H. Paul Brazil, P. E., Director of Public Works
RE: Update on Progress of Project Construction
DATE: December 23, 2020

STAFF RECOMMENDATION

Town staff is providing an update on the Town Marina project which is for informational purposes, and no specific action is being requested.

GENERAL INFORMATION

The construction activities are progressing on schedule and the various tasks currently underway include the steel sheetpile installation and seawall cap, dredging, pile driving for building platforms, and extending utilities to the Palm Way Dock where float sections have been assembled and are in place. All dock and building demolition is completed, and the construction of the new Brazilian Dock building will commence in January as the building foundation will have been installed. Two (2) specific procurement actions are provided for Town Council's approval in separate Town marina-related items.

In another Town marina-related item, the conceptual plans by Nievera Williams for upland park improvements will be presented to the Town Council at the January 12, 2021 meeting which will be presented in a separate agenda item.

FUNDING/FISCAL IMPACT

No funding or fiscal impact is associated with this update.

cc: Jay Boodheshwar, Deputy Town Manager
Carolyn Stone, Director of Business Development and Operations
Jane Le Clainche, Director of Finance
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

Information for Town Council Meeting on: January 12, 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 Purchase Order to Miller Electric for Low Voltage Systems for the Town Marina Project
Resolution No. 009-2021 Miller Electric
Resolution No. 012-2021 Murray Logan Construction

DATE: December 15, 2020

STAFF RECOMMENDATION

Town staff recommends that the Town Council approve Resolution No. 009-2021 authorizing a purchase order in the amount of \$114,085.51 to Miller Electric for low voltage systems associated with the Town Marina project, and establishing a task budget of \$130,000. Staff also recommends that the Town Council approve Resolution No. 012-2021 authorizing a purchase order increase in the amount of \$216,439.47 to Murray Logan Construction for installation and labor for the low voltage systems and associated door revisions, and establishing a task budget of \$240,000.

GENERAL INFORMATION

The approved project budget for the Town marina included the provision of various low voltage systems associated with the new buildings and docks. These low voltage systems include security cameras, access controls for dock gates and building doors, and all the necessary infrastructure to connect those systems to the existing Town network. Town staff has worked with the entire project team (consultant, general contractor, sub-contractors, and low voltage vendor) to identify the specific requirements and review the proposals to achieve this scope of work. A summary of the cost breakdown for the work is provided below.

• Power and Network Systems =	\$20,442.11 (Equipment & Materials)
• Power and Network Systems =	\$61,070.44 (Labor & Installation) *
• CCTV Systems =	\$42,901.25 (Equipment & Materials)
• CCTV Systems =	\$39,533.49 (Labor & Installation) *
• Access Control Systems =	\$50,742.15 (Equipment & Materials)
• Access Control Systems =	\$44,018.07 (Labor & Installation) *
Subtotal =	\$114,085.51 (Equipment & Materials)
Subtotal =	\$144,622.00 (Labor & Installation) *

**The labor and installation work will be accomplished as a subcontractor to Murray Logan Construction due to the required amount of coordination between various trades (electrical, building & doors, etc.). That will be accomplished via a separate change order to Murray Logan Construction's construction contract.*

The total of the scope of work for Miller Electric is \$258,707.51 as summarized above, and is budgeted within the owner's budget which included \$352,000 for FFE (security cameras & access controls). It should be noted that there will be additional work required for inclusion of access controls for the vehicle gates at the parking lot entrances since that scope has not been finalized yet.

Related work that is also required to accomplish the access control is the upgrade of the exterior doors to accommodate the desired system, and to maintain the structural integrity of the doors to meet the impact rating and the associated three-point locking system. The access controls also require some additional conduit and wiring in the buildings to provide power to all of the required door locations. These related costs are estimated to be approximately \$75,000 and will be included in the separate change order to Murray Logan Construction. Resolution 012-2021 is attached and incorporates all the related work being accomplished for this task through Murray Logan Construction.

Staff recommends that the Town Council approve Resolution No. 009-2021 to issue a purchase order to Miller Electric Co., in the amount of \$114,085.51 and to include a contingency resulting in a total task budget of \$130,000. Staff recommends that the Town Council approve Resolution No. 012-2021 to issue a purchase order increase to Murray Logan Construction, in the amount of \$216,439.47 and to approve a task budget of \$240,000.

FUNDING/FISCAL IMPACT

This task is 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. 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.

* * * * *

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order to Miller Electric Inc., in the amount of \$114,085.51, for providing equipment and materials associated with the low voltage systems for the Town Marina Project, and establishing a task budget of \$130,000.

Section 2. The Town Manager is hereby authorized to execute a purchase order on behalf of the Town of Palm Beach for these services, and is authorized to approve additional tasks, as necessary, within 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 12th day of January 2021.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

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.

* * * * *

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 \$216,439.47 to Murray Logan Construction Inc., for labor and installation associated with the low voltage systems and door revisions for the Town Marina Project, thereby increasing the purchase order from \$21,320,940.13 to \$21,537,379.60 and approving a task budget of \$240,000.

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 12th day of January 2021.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 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 –
Server Room and Backup Power
Resolution No. 010-2021 Murray Logan Construction

DATE: December 17, 2020

STAFF RECOMMENDATION

Town staff recommends that the Town Council approve Resolution No. 010-2021 authorizing an increase to Purchase Order #200662 in the amount of \$168,000 to Murray Logan Construction Inc., for improvements associated with electrical and low voltage systems for the Town Marina Project.

GENERAL INFORMATION

The Town Marina Project included the extension of the Town's fiber optic network for incorporating various low voltage systems (security cameras, access controls, etc.) that require connection to the Town's servers. The original project plans show that connection adjacent to the existing D-6 pump station control building at the north end of the site. Public Works has a separate project planned for the facilities in that location, to upgrade the existing A-6 sanitary pump station. One of the elements of that project is to provide a new emergency standby generator. The previous Town Docks office did not have emergency power and the current plan for the new Brazilian Dock building also does not include emergency backup power. Staff recommends that the project scope of the new A-6 generator work be configured to accommodate the future backup power needs of the new Brazilian Dock building to ensure that power for security cameras and access controls would be available. Reconfiguration of an existing room in the D-6 building to provide a secure, climate controlled space suitable for the Town network equipment is also recommended. Another benefit of this new server room is that all the telemetry equipment in the existing D-6 and A-6 pump stations can be routed via the new Town network rather than the previously existing data radios.

Design plans to achieve these requirements were accomplished by the consultant preparing the A-6 sanitary pump station improvements, and those plans were provided to the general contractor for the Town Marina project. Due to concurrent work, there is a savings and better coordination if the work is performed by Murray Logan Construction and their subcontractors. A proposal was received in the amount of \$168,000 which was less than the consultant's opinion of probable construction cost of \$219,000. Negotiations were conducted with the contractor, consultant and Town staff to review the scope of work and the cost proposal, and the proposal submitted is fair and reasonable. This negotiated amount includes an allowance for unforeseen conditions, so additional contingency funding is not necessary. The contractor has also requested a small time extension (probably one week or less) which is reasonable, and that will be finalized when the change order is issued.

Staff recommends that the Town Council approve Resolution No. 010-2021 to issue a change order to P.O. #200662, for Murray Logan Construction Inc., in the amount of \$168,000.

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. 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.

* * * * *

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 \$168,000 to Murray Logan Construction Inc., for electrical and building improvements associated with the low voltage systems for the Town Marina Project, thereby increasing the purchase order from \$21,152,940.13 to \$21,320,940.13.

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 12th day of January 2021.

Gail L. Coniglio, Mayor

ATTEST:

Queenester Nieves, CMC, Town Clerk

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 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: December 23, 2020

STAFF RECOMMENDATION

Town staff requests Town Council input and direction related to the Upland Park improvements that will be presented by Nievera Williams.

GENERAL INFORMATION

Town staff and the consultant (W.F. Baird & Associates) made a presentation to the Landmarks Preservation Commission at their meeting on December 16, 2020. Comments received were relatively minor, and those were shared with the landscape consultant, Nievera Williams who is preparing the requested “donation” project plans. Conceptual plans have been developed and a copy of the presentation to be made to the Town Council at the January 12, 2021 meeting by Nievera Williams is attached.

Staff requests that the Town Council provide any feedback or comments relative to the conceptual plans for the Upland Park Improvements Project, so that Nievera Williams can incorporate those into an application to the Landmarks Preservation Commission.

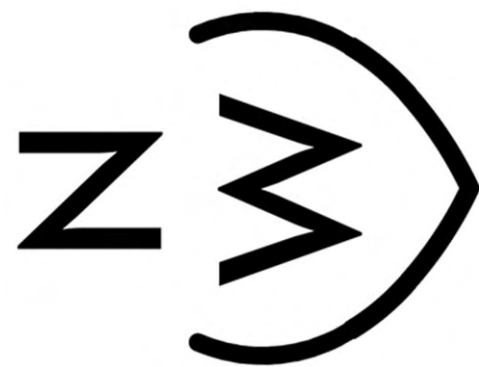
FUNDING/FISCAL IMPACT

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

LAKE DRIVE PARK



NIEVERA WILLIAMS
DESIGN

December 29, 2020

Town of Palm Beach
Town Council
360 South County Rd.
P.O. Box 2029
Palm Beach, FL 33480

RE: Lake Drive Park
Proposed Landscape Design Overall Description

Dear All;

This project is about preserving a historical site while responding to the needs and functions the park requires from the Marina side, its local residences, and everyday use.

The Lake Drive Park Project incorporates sustainability and preservation, as well as the rehabilitation of this historically significant site, while bringing back the feeling of "Old Palm Beach" with today's demands.

The design approach is viewed from both the East and a West perspective; the East in response to the residential living, enjoying the views and using the park, "the peoples garden", and the West, as it welcomes not only local residents, but people from all over the world as they arrive into Palm Beach.

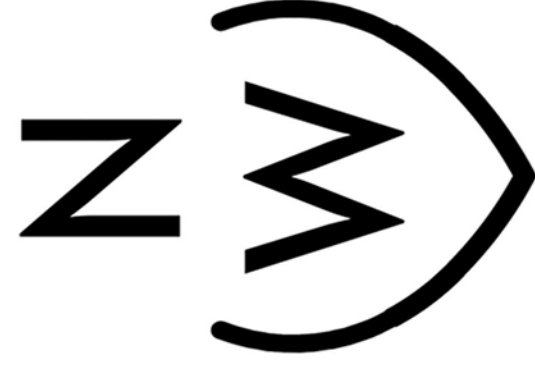
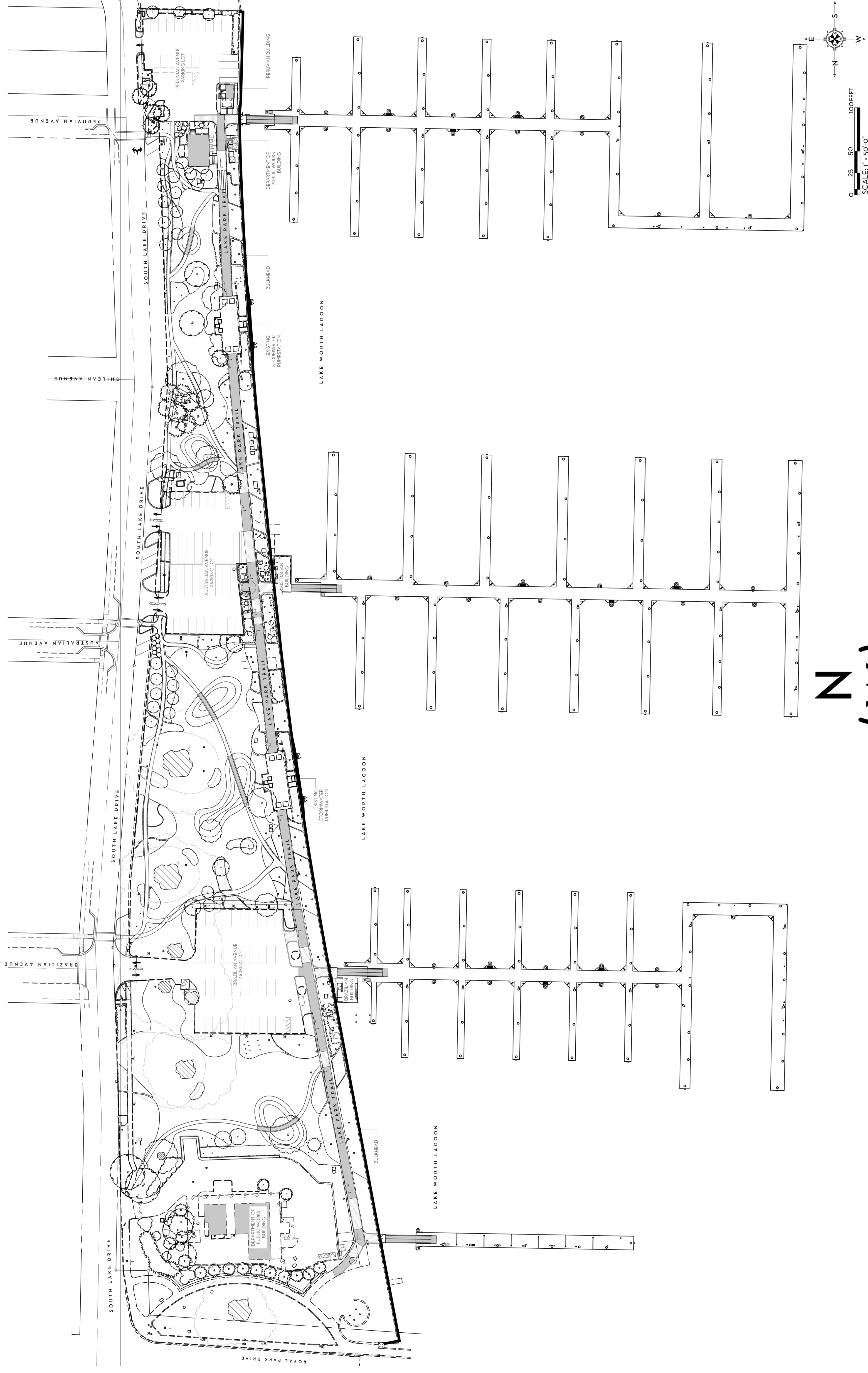
The overall design intent is to allow the gardens to carve out spaces creating a strong sense of organization, a functional use, and a more natural environment.

The Banyans, as they exist, are used as a style of aesthetics in order to heighten the quality of nature with the new park, producing a response to the gardens and an appreciation to the beauty and surrounding scenery.

Sincerely,

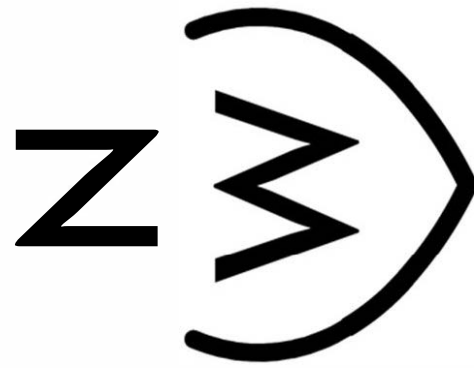
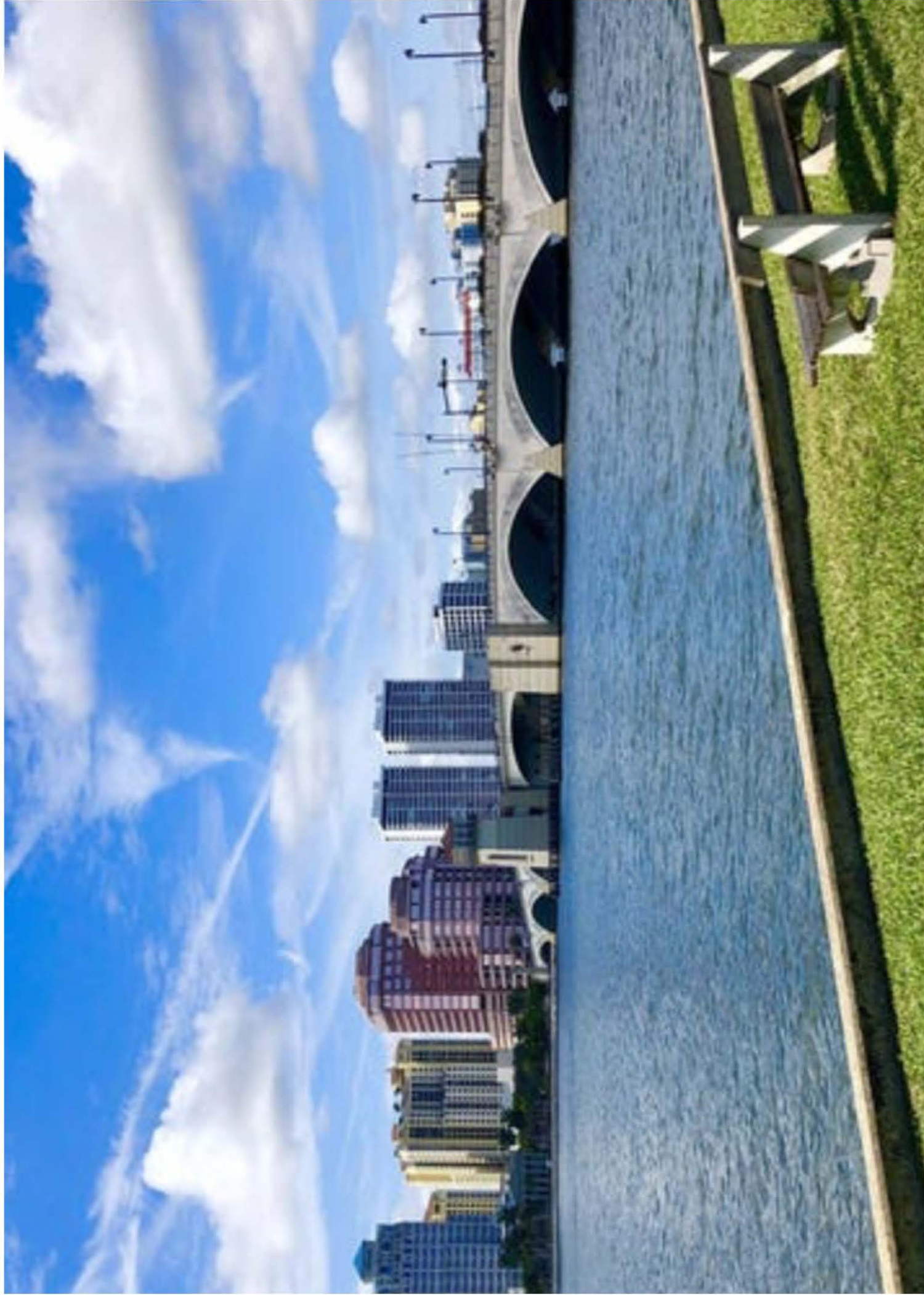
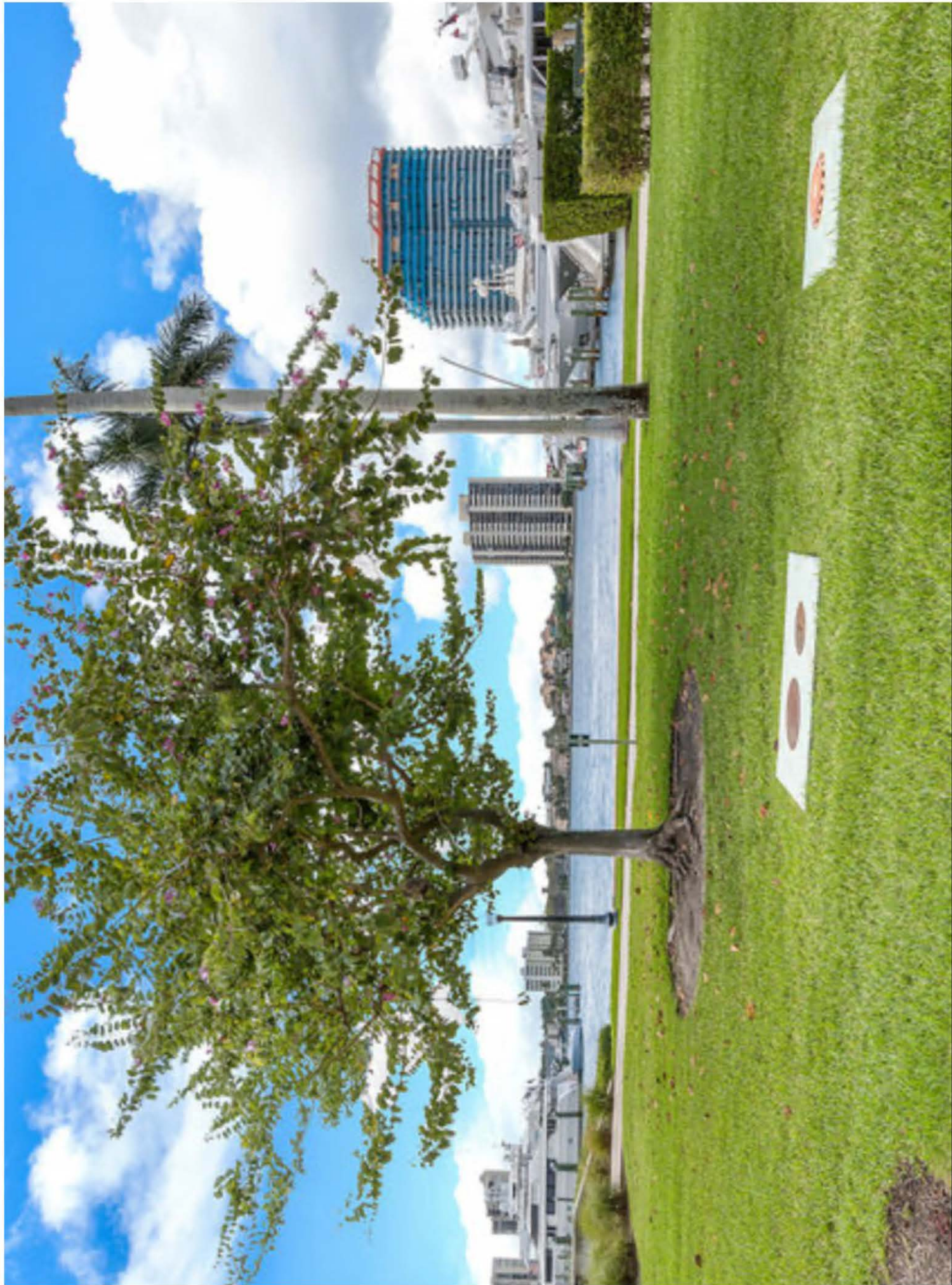
Keith Williams, ASLA

LAKE DRIVE PARK SITE PLAN



NIEVERA WILLIAMS
DESIGN

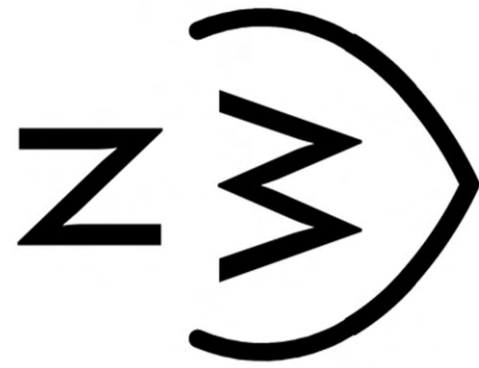
LAKE DRIVE PARK



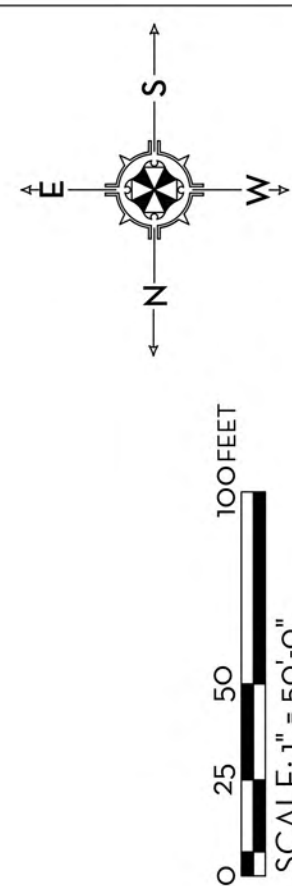
NIEVERA WILLIAMS
DESIGN

12/29/2020

LAKE DRIVE PARK



12/29/2020

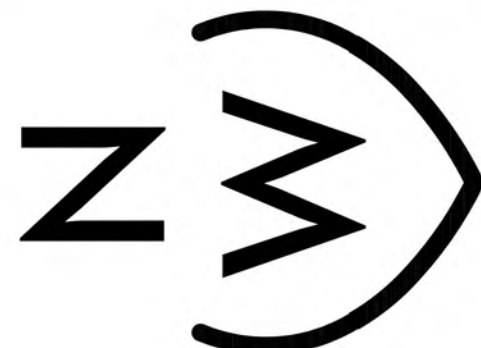


SITE

NIEVERAWILLIAMS.COM

223 Sunset Avenue
Suite 150
Palm Beach, Florida 33480
P: 561-659-2820
F: 561-659-2113

NIEVERA WILLIAMS
DESIGN



03 DECEMBER 2020

OVERALL PLAN LAKE DRIVE PARK SOUTH LAKE DRIVE, PALM BEACH, FL.

SCALE: 1" = 50'

MARIO F. NIEVERA
State of Florida
Landscape Architect
Registration No.
666856

MARIO F. NIEVERA
State of Florida
Landscape Architect
Registration No.
6666856

PARTIAL LANDSCAPE PLAN
LAKE DRIVE PARK
SOUTH LAKE DRIVE, PALM BEACH, FL.

SCALE: 1/16" = 1'-0"

03 DECEMBER 2020

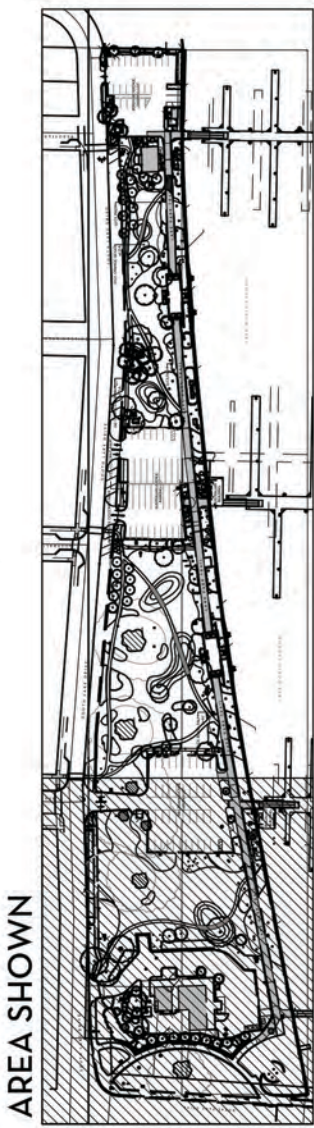


NIEVERA WILLIAMS
DESIGN

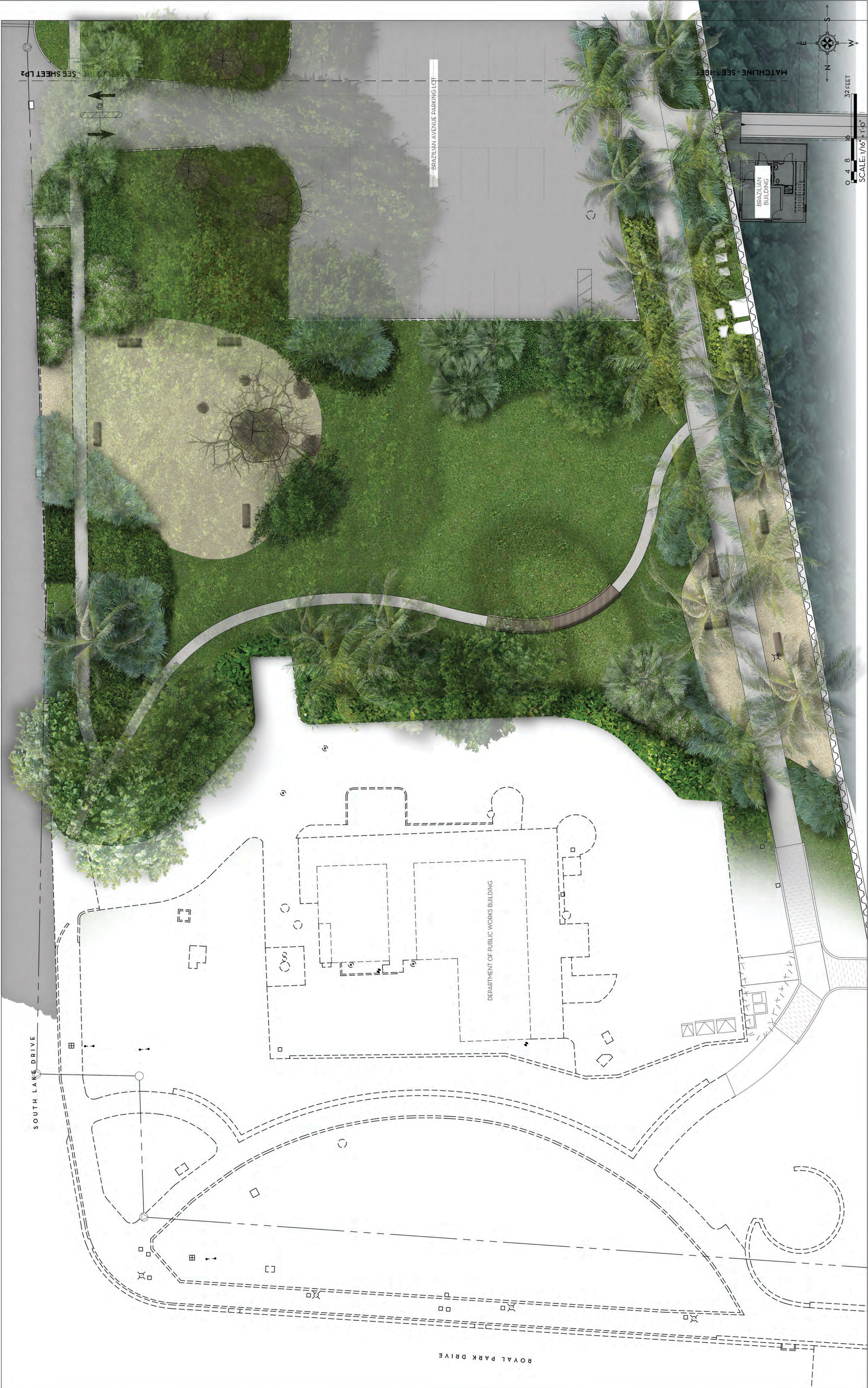
223 Sunset Avenue
Suite 150
Palm Beach, Florida 33480
P: 561-659-2820
F: 561-659-2113

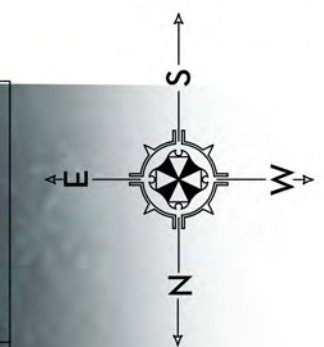
NIEVERAWILLIAMS.COM

LP1



KEY MAP
N.T.S.



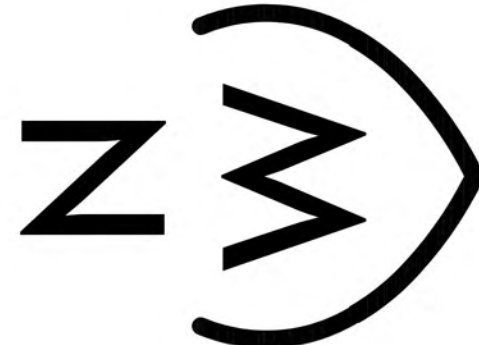


LP2

NIEVERAWILLIAMS.COM

223 Sunset Avenue
Suite 150
Palm Beach, Florida 33480
P: 561-659-2820
F: 561-659-2113

NIEVERA WILLIAMS
DESIGN



03 DECEMBER 2020

LAKE DRIVE PARK

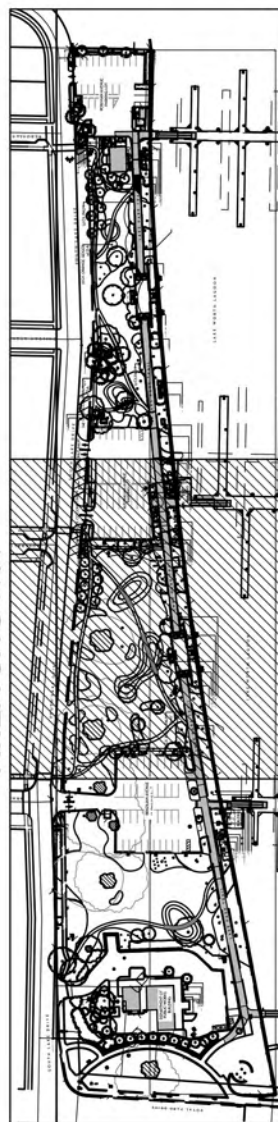
PARTIAL LANDSCAPE PLAN
SOUTH LAKE DRIVE, PALM BEACH, FL.

SCALE: 1/16" = 1'-0"



N.T.S.

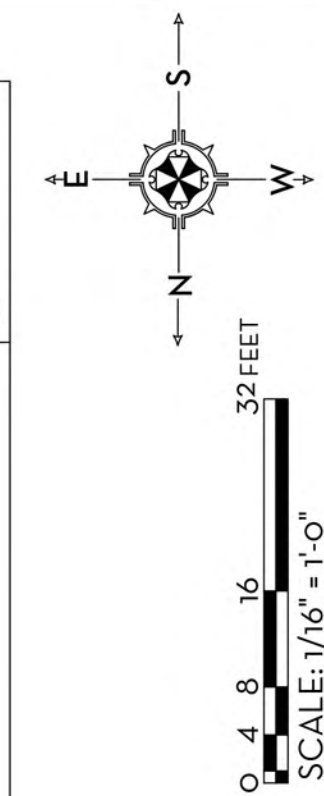
KEY MAP



AREA SHOWN

MARIO F. NIEVERA

State of Florida
Landscape Architect
Registration No.
6666856

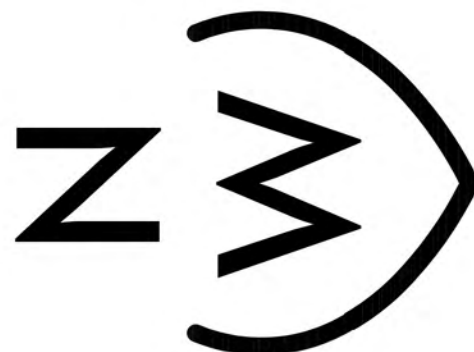


LP3

NIEVERAWILLIAMS.COM

223 Sunset Avenue
Suite 150
Palm Beach, Florida 33480
P: 561-659-2820
F: 561-659-2113

NIEVERA WILLIAMS
DESIGN



03 DECEMBER 2020

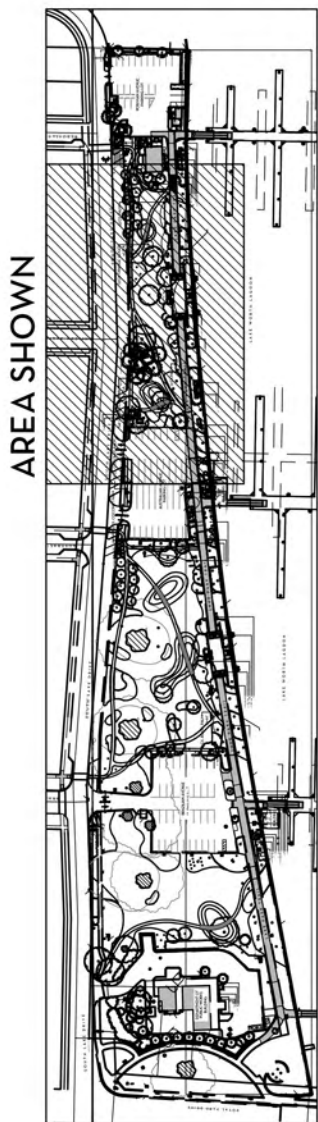
PARTIAL LANDSCAPE PLAN
LAKE DRIVE PARK
SOUTH LAKE DRIVE, PALM BEACH, FL.

SCALE: 1/16" = 1'-0"



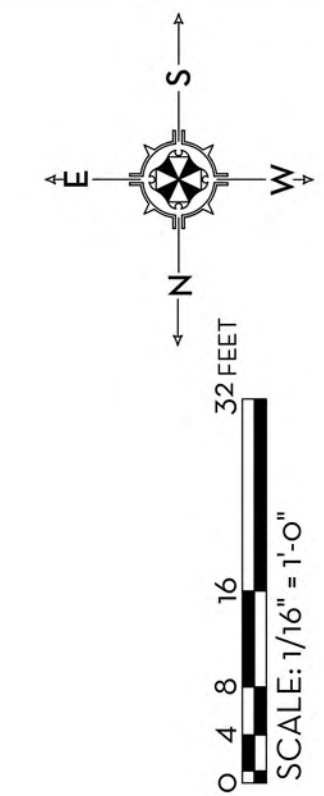
KEY MAP

N.T.S.



MARIO F. NIEVERA

State of Florida
Landscape Architect
Registration No.
6666856

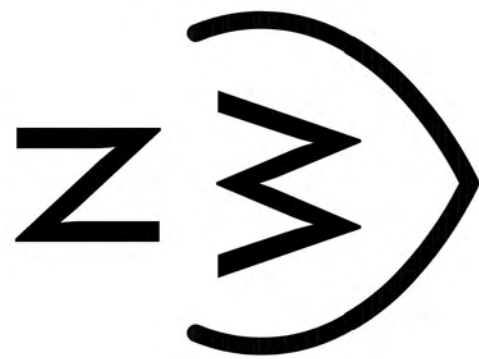


LP4

NIEVERAWILLIAMS.COM

223 Sunset Avenue
Suite 150
Palm Beach, Florida 33480
P: 561-659-2820
F: 561-659-2113

NIEVERA WILLIAMS
DESIGN



03 DECEMBER 2020

PARTIAL LANDSCAPE PLAN
LAKE DRIVE PARK
SOUTH LAKE DRIVE, PALM BEACH, FL.

SCALE: 1/16" = 1'-0"

MARIO F. NIEVERA
State of Florida
Landscape Architect
Registration No.
6666856



MATCHLINE - SEE SHEET LP3

MATCHLINE - SEE SHEET LP3

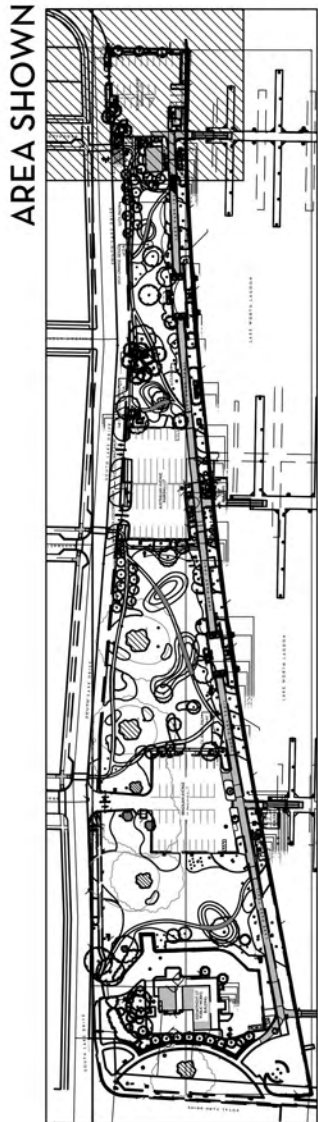
PERUVIAN AVENUE

PERUVIAN AVENUE PARKING LOT

PERUVIAN BUILDING

N.T.S.

KEY MAP



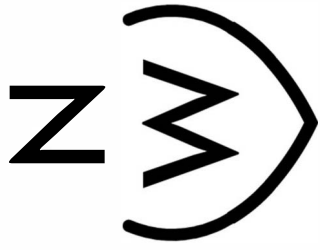
AREA SHOWN







LAKE DRIVE PARK



NIEVERA WILLIAMS
DESIGN

12/29/2020

LAKE DRIVE PARK



COCONUT PALM



GUMBO LIMBO



ORANGE GEIGER TREE



SABAL PALM



THRINAX PALM



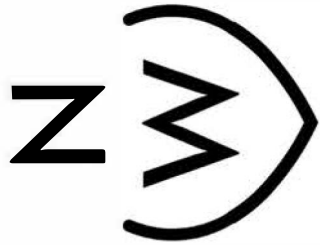
PIGEON PLUM



LARGE LEAF CLUSIA



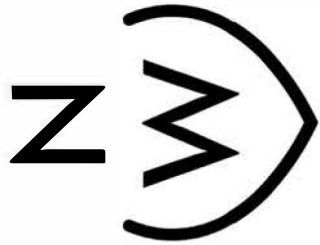
PAUROTIS PALM



NIEVERA WILLIAMS
DESIGN

12/29/2020

LAKE DRIVE PARK



NIEVERA WILLIAMS
DESIGN

12/29/2020

LAKE DRIVE PARK



FAKAHATCHEE GRASS



SEA GRAPE



GREEN BUTTONWOOD



MILKWEED



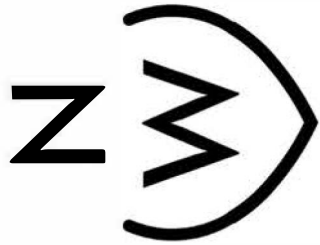
BUTTERFLY BUSH



PORTERSWEED



FIREBUSH



NIEVERA WILLIAMS
DESIGN

12/29/2020

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2021

Section of Agenda

Regular Agenda - Old Business

Agenda Title

Town-wide Undergrounding Project

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

Presenter

Patricia Strayer, P.E., Town Engineer

ATTACHMENTS:

- ▣ **Town-Wide Undergrounding Project**

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 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: December 30, 2020

I. COMMUNICATIONS:

A. Community Meetings:

Coffee with the Crew meetings are postponed until further notice.

B. Significant Postal Mail or E-mail

Phases 6N & 6S easement request letters were mailed the last week of November to the address of record for Priority 1 & 2 locations.

II. PROGRESS SUMMARY:

Overall Townwide 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 34% 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 87% 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 3% 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.

- Phase 4 North is just initiating.
- Schedule is pending.
- Demonstration chicanes have been 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

B. Design & Easement Progress:

Overall Townwide Design Progress. Fifteen (15) of 15 Construction Zones are either complete or in progress/funded for design.

Phase 4 South:

From Peruvian Ave. north to Royal Palm Way & the Town Docks.

- Design is 72% complete.
- 59 of 63 easements are recorded or verbally approved.
- Easement acquisition is behind schedule – Master Plan start was May 2020.
- Sample transformer deployment pending in the right-of-way (utility strip) adjacent to 134 Australian Ave. The sidewalk will be modified and landscape provided.

Phase 5 North:

From Country Club Road to Southland Road.

- Design is 50% complete and falling behind schedule due to slow easement acquisition progress.
- 39 of 95 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 44% complete and falling behind schedule due to slow easement acquisition progress.
- 33 of 92 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 24% complete and on schedule.
- Easement acquisition has started, December 2020. Three (3) of 43 easements have been verbally approved.

Phase 6 South:

Seaspray Ave. to the south of Royal Poinciana Way.

- Design is 21% complete and on schedule.
- Easement acquisition has started, Dec 2020. Four (4) of 70 easements have been verbally approved.

Phase 7 North:

Palm Beach Country Club north to the south side of List Road.

- Design is 8% complete and on schedule.
- Easement acquisition has not started.

Phase 7 South:

Atlantic Ave. north to Via Los Incas & Sanford Ave.

- Design is 5% complete and on schedule.
- Easement acquisition has not started.

Phase 8:

Royal Poinciana Way north to Everglade Ave.

- Design is 4% 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 shown immediately below.

**Underground Utility Project Budget
Project Financial Summary
December 31, 2020**

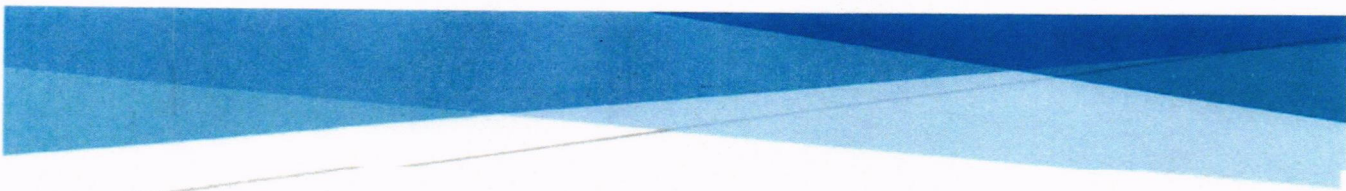
Expenditures	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 1	\$ 12,620,000	\$ 12,910,000	\$ 12,824,617	\$ 12,886,095	100.5%
Phase 2	\$ 9,170,000	\$ 13,470,000	\$ 12,907,271	\$ 7,654,627	59.3%
Phase 3	\$ 10,910,000	\$ 15,400,000	\$ 16,008,280	\$ 6,566,886	41.0%
Phase 4	\$ 10,370,000	\$ 15,220,000	\$ 1,518,992	\$ 1,310,724	86.3%
Phase 5 (Includes \$8.5 Million FEMA Grant Offset)	\$ 14,090,000	\$ 11,694,645	\$ 1,698,543	\$ 872,493	51.4%
Phase 6	\$ 16,820,000	\$ 20,800,000	\$ 1,885,264	\$ 479,381	25.4%
Phase 7	\$ 11,730,000	\$ 15,910,000	\$ 1,583,331	\$ 37,129	2.3%
Phase 8	\$ 12,300,000	\$ 14,500,000	\$ 1,378,643	\$ 21,443	1.6%
Total Project Costs To Date	\$ 98,010,000	\$ 119,904,645	\$ 49,804,942	\$ 29,828,778	59.9%
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	\$ 50,785,356	\$ 30,757,679	60.6%
Debt Service and Related Debt Issuance Costs (Page 8)			\$ 9,497,200	\$ 6,831,614	71.9%
Total Other Costs Outside Underground Budget (Page 8)			\$ 1,343,876	\$ 2,156,221	160.4%
Grand Total of All Costs Related to the Project	\$ 98,580,000	\$ 120,885,059	\$ 52,129,232	\$ 32,913,900	63.1%

Total Project Budget - Opinion of cost for construction	\$ 120,885,059
% Budgeted/Encumbered To Date Project Costs	42.01%
% Spent to Date - Project Costs	25.44%

Project Revenues Received

Revenues	Budget	Actual	% of Budget
Revenues			
Prepaid Assessments	\$ -	\$ 12,014,328	0.0%
Assessment Revenue	\$ 17,580,000	\$ 15,535,729	88.4%
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	\$ 2,323,527	177.1%
GO Bond Proceeds	\$ 60,500,000	\$ 60,499,897	100.0%
1 Cent Sales Tax	\$ 5,000,000	\$ 2,125,000	42.5%
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	\$ 450,700	78.5%
Total Project Revenues	\$ 97,073,191	\$ 97,437,458	100.4%

cc: Jane LeClainche, Finance Director
Kevin Schanen, Kimley-Horn & Associates



Underground Utility Project Monthly Progress Report January 2021

Table of Contents

Project Dashboard

Phase 2, 3, 4 Construction & Phase 3, 4, 5, 6, 7, 8 Design

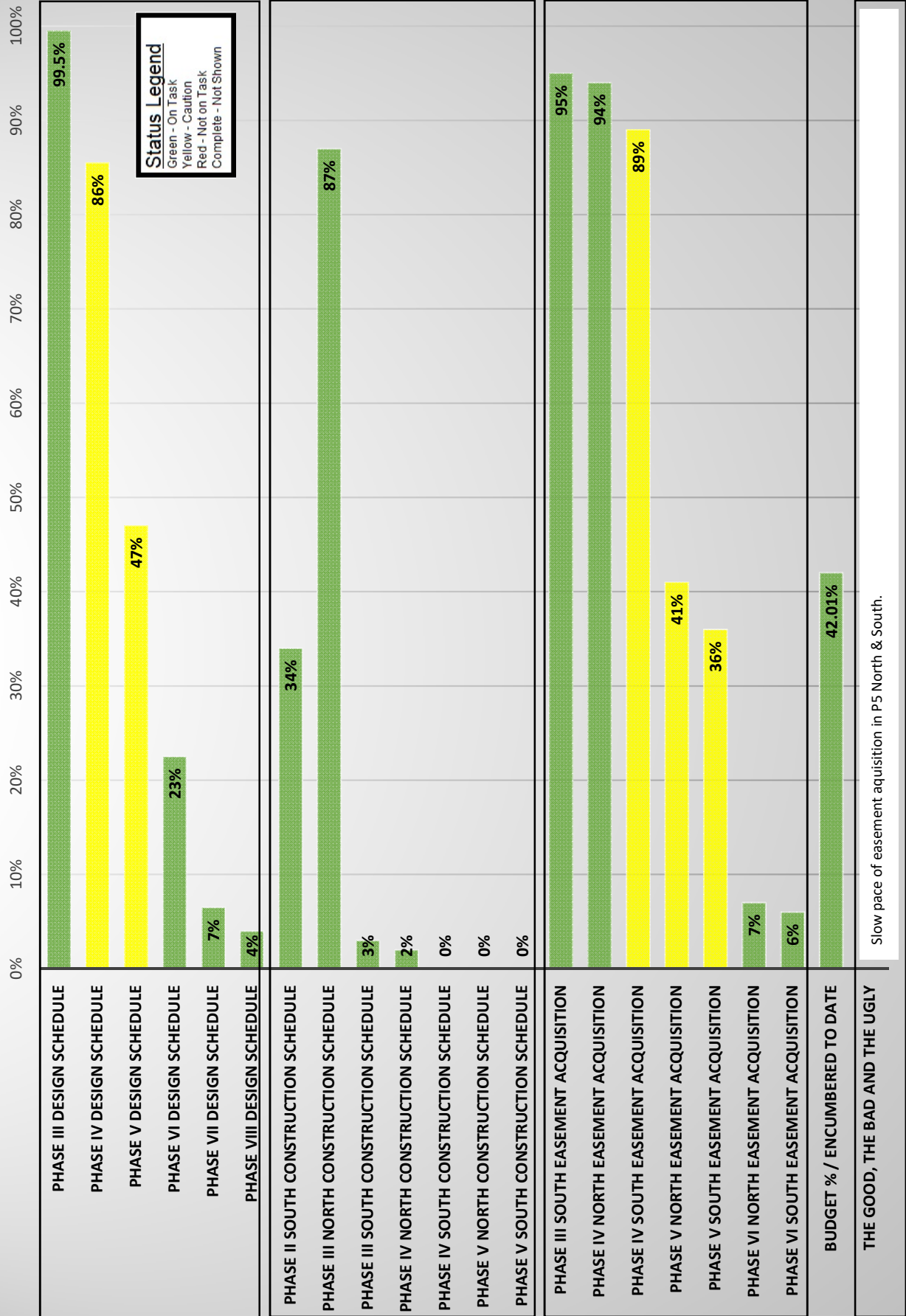
1. Townwide Undergrounding - Phasing & Sequencing Program Map
2. Kimley-Horn - Design
Progress Reports - Phase 3 - 8
Gantt Charts - Phase 3 - 8
3. Burkhardt Construction
Executive Summary & Schedule - Phase 2N, 2S, 3N, 3S
4. Project Financial Report
5. Interest Rate Forecast

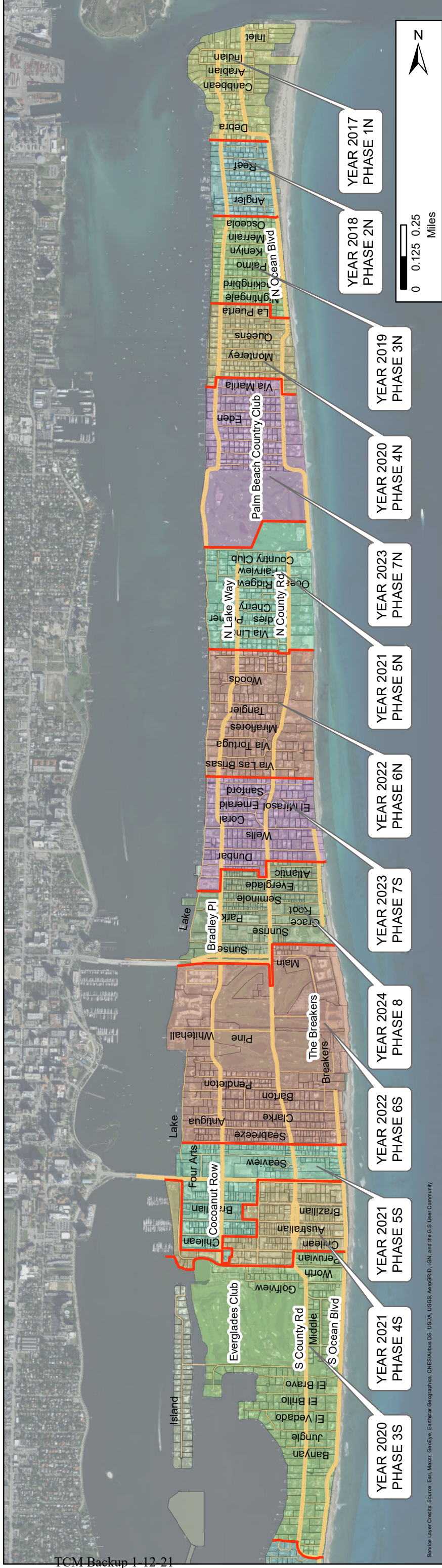
Dashboard Notes:

Total Project Budget - Opinion of cost for construction: \$120,085,059

Prepared by the TMO & Finance Departments
Nov 25, 2020

Town of Palm Beach - Underground Utility Project Dashboard - December 2020





Townwide Undergrounding Program Design & Construction Schedule

Actual

Master Plan Revised November 2020

Phase Area	Design Start	Construction Start	End - Pole Removal	Design Start	Construction Start	End - Pole Removal
Phase1N	Dec-2016	Jun-2017	Jun-2019	Dec-2016	Jun-2017	Jun-2019
Phase1S	Dec-2016	Jun-2017	Jun-2019	Dec-2016	Jun-2017	Jan-2020
Phase2N	Jun-2017	Jul-2018	Feb-2020	Jun-2017	Jul-2018	Oct-2020
Phase2S	Jun-2017	May-2019	Dec-2020	Jun-2017	Nov-2019	Nov-2021
Phase3N	Nov-2017	May-2019	Jan-2021	Nov-2017	Nov-2019	Oct-2021
Phase3S	Nov-2017	May-2019	Apr-2021	Nov-2017	Sep-2020	Sep-2022
Phase4N	Jun-2018	May-2020	Feb-2022	Jun-2018	Dec-2020	Dec-2022
Phase4S	Jun-2018	May-2020	Mar-2022	Jun-2018	May-2021	May-2023
Phase5N	May-2019	May-2021	Apr-2023	May-2019	Sep-2021	Sep-2023
Phase5S	May-2019	May-2021	May-2023	May-2019	Sep-2021	Sep-2023
Phase6N	May-2020	May-2022	Feb-2024	Nov-2019	May-2022	Feb-2024
Phase6S	May-2020	May-2022	Apr-2024	Nov-2019	May-2022	Apr-2024
Phase7N	May-2021	May-2023	Feb-2025	Nov-2020	May-2023	Feb-2025
Phase7S	May-2021	May-2023	Mar-2025	Nov-2020	May-2023	Mar-2025
Phase8	May-2022	May-2024	Mar-2026	Nov-2020	May-2024	Mar-2026



**Town-Wide Undergrounding - Phase 3 Undergrounding
KHA Project #044063215
December 2020 Progress Report
Period: November 19, 2020 to December 17, 2020**

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below.
 - Phase 3 North Design is 100% complete
 - Phase 3 South Design is 99% complete
- Budget: Project is on budget as of September 15, 2020
 - Phase 3 North Design is at 100% of total task budget
 - Phase 3 South Design at 99% of total task budget
- Easement Status
 - Phase 3 North: 100% (36/36) easements approved
 - Phase 3 South: 95% (89/94) easements approved

B. Detailed Design Phase

- o Progress Meeting Attendance
- o Provided pre-construction assistance to the Town and BCI.
- o Continued development of Phase 3 South easement exhibits and submittal to Town.
- o Site meetings with property owners to discuss easement requests in Phase 3 South.
- o Development of legal sketches and descriptions for Phases 3 South.

II. Upcoming Activities (December 18, 2020 – January 17, 2021)

A. Detailed Design Phase

- o Continued Easement meetings with property owners – Phases 3 South
- o Progress Meeting Attendance

Town-Wide Undergrounding - Phase 4 Undergrounding

KHA Project #044063219

December 2020 Progress Report

Period: November 19, 2020 to December 17, 2020

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below.
 - Phase 4 North Design is 99% complete*
 - Phase 4 South Design is 72% complete*
- Budget: Project is on budget as of September 15, 2020
 - Phase 4 North Design is at 98% of total task budget
 - Phase 4 South Design at 81% of total task budget
- Easement Status
 - Phase 4 North: 94% (59/63) easements approved
 - Phase 4 South: 89% (54/61) easements approved.

*Easement progress has caused the schedule to fall behind for both phase areas.

B. Detailed Design Phase

- o Subconsultant coordination related to Phase 4 Undergrounding
- o Continued development of Equipment Locations and Conduit Plans for Phase 4 South.
- o Performed field work to obtain information for equipment placement based on easement meetings with property owners.
- o Continued review of FPL, Comcast, and AT&T Conduit and Equipment Plans, coordination with FPL, Comcast, and AT&T regarding design modifications.
- o Performed bid phase services in support of the GMP Development and Negotiation
- o Development and delivery of easement exhibits to the Town for Phases 4 North and South.
- o Continued design of commercial services in the Phase 4 South area.
- o Progress Meeting Attendance
- o Meetings and site visits with property owners to discuss easement requests

II. Upcoming Activities (December 18, 2020 – January 17, 2020)

A. Detailed Design Phase

- o Continued coordination with utility owners to refine the design.
- o Continued development and submittal of easement exhibits for Phases 4 North and South.
- o Continued development of Equipment Location and Conduit Plans for Phase 4 South.
- o Meetings and site visits with property owners to discuss easement requests.
- o Progress Meeting attendance.

**Town-Wide Undergrounding - Phase 5 Undergrounding
KHA Project #044063229
December 2020 Progress Report
Period: November 26, 2020 to December 25, 2020**

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below
 - Phase 5 North Design is 50% complete
 - Phase 5 South Design is 44% complete
- Budget: Project is on budget as of December 15, 2020
 - Phase 5 North Design is at 54% of total task budget
 - Phase 5 South Design is at 52% of total task budget
- Easement Status
 - Phase 5 North: 41% (39/95) easements approved
 - Phase 5 South: 36% (33/92) easements approved

B. Detailed Design Phase

- Developed conduit routing plans
- Coordinated with utility companies, sub-consultants, and Town
- Attended property owner meetings, prepared easement exhibits, and provided legal sketches & descriptions
- Coordinated with Construction Manager
- Led easement meetings with sub-consultants and Town
- Led coordination meetings with sub-consultants

II. Upcoming Activities (December 26, 2020 – January 25, 2021)

A. Detailed Design Phase

- Develop conduit routing plans
- Coordinate with utility companies, sub-consultants, and Town
- Attend property owner meetings, prepare easement exhibits, and provide legal sketches & descriptions
- Coordinate with Construction Manager
- Lead easement meetings with sub-consultants and Town
- Lead coordination meetings with sub-consultants

**Town-Wide Undergrounding - Phase 6 Undergrounding
KHA Project #044063247
December 2020 Progress Report
Period: November 26, 2020 to December 25, 2020**

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below
 - Phase 6 North Design is 24% complete
 - Phase 6 South Design is 21% complete
- Budget: Project is on budget as of December 15, 2020
 - Phase 6 North Design is at 22% of total task budget
 - Phase 6 South Design is at 25% of total task budget
- Easement Status
 - Phase 6 North: 7% (3/43) easements approved
 - Phase 6 South: 6% (4/70) easements approved

B. Detailed Design Phase

- Developed conduit routing plans
- Coordinated with utility companies, sub-consultants, and Town
- Attended property owner meetings, prepared easement exhibits, and provided legal sketches & descriptions
- Led design meeting with utility companies, sub-consultants, and Town
- Led easement meetings with sub-consultants and Town
- Led coordination meetings with sub-consultants

II. Upcoming Activities (December 26, 2020 – January 25, 2021)

A. Detailed Design Phase

- Develop conduit routing plans
- Coordinate with utility companies, sub-consultants, and Town
- Attend property owner meetings, prepare easement exhibits, and provide legal sketches & descriptions
- Lead design meeting with utility companies, sub-consultants, and Town
- Lead easement meetings with sub-consultants and Town
- Lead coordination meetings with sub-consultants

Town-Wide Undergrounding - Phase 7 Undergrounding
KHA Project #044063270
December 2020 Progress Report
Period: November 26, 2020 to December 25, 2020

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below
 - Phase 7 North Design is 8% complete
 - Phase 7 South Design is 5% complete
- Budget: Project is on budget as of December 15, 2020
 - Phase 7 North Design is at 3% of total task budget
 - Phase 7 South Design is at 3% of total task budget
- Easement Status
 - Phase 7: N/A, will provide status when this work begins

B. Detailed Design Phase

- Surveyed project sites
- Located meters
- Coordinated with utility companies, sub-consultants, and Town
- Led coordination meetings with sub-consultants

II. Upcoming Activities (December 26, 2020 – January 25, 2021)

A. Detailed Design Phase

- Survey project sites
- Locate meters
- Coordinate with utility companies, sub-consultants, and Town
- Lead coordination meetings with sub-consultants

**Town-Wide Undergrounding - Phase 8 Undergrounding
KHA Project #044063271
December 2020 Progress Report
Period: November 26, 2020 to December 25, 2020**

I. Scope Update

A. General

- Schedule: Project schedule progress is shown below
 - Phase 8 Design is 4% complete
- Budget: Project is on budget as of December 15, 2020
 - Phase 8 Design is at 2% of total task budget
- Easement Status
 - Phase 8: N/A, will provide status when this work begins

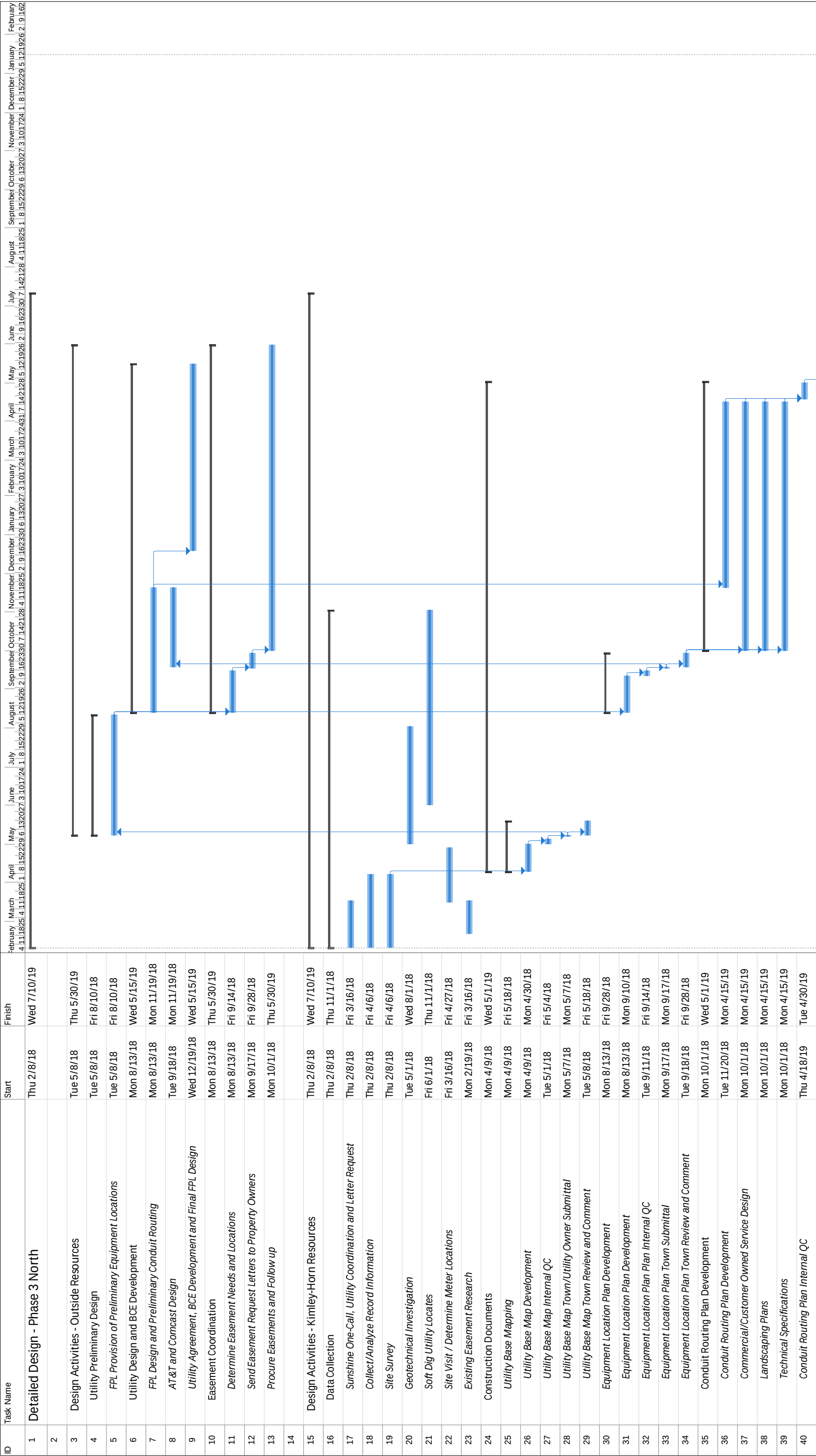
B. Detailed Design Phase

- Surveyed project site
- Located meters
- Coordinated with utility companies, sub-consultants, and Town
- Led coordination meetings with sub-consultants

II. Upcoming Activities (December 26, 2020 – January 25, 2021)

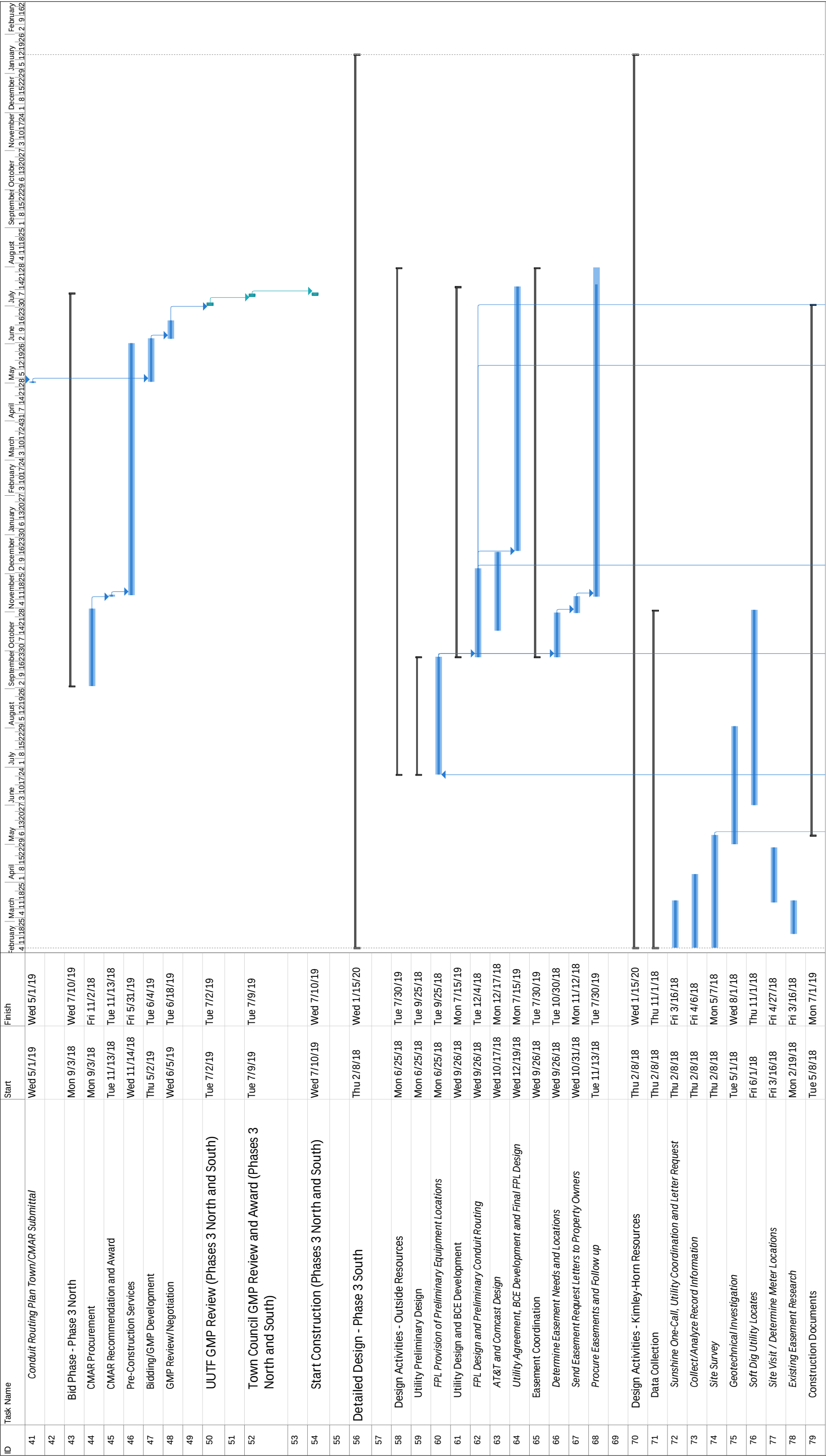
A. Detailed Design Phase

- Survey project site
- Locate meters
- Coordinate with utility companies, sub-consultants, and Town
- Lead coordination meetings with sub-consultants



Page 1

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ID	Task Name	Start	Finish	February 4 111825	March 4 111825	April 1 8 152229	May 6 132027	June 3 101724	July 1 8 152229	August 5 121926	September 2 9 162330	October 7 142128	November 4 111825	December 2 9 162330	January 6 132027	February 3 101724	March 3 101724	April 7 142128	May 5 121926	June 2 9 162330	July 7 142128	August 4 111825	September 1 8 152229	October 6 132027	November 3 101724	December 1 8 152229	January 5 121926	February 2 9 162330
80	Utility Base Mapping	Tue 5/8/18	Mon 6/18/18																									
81	Utility Base Map Development	Tue 5/8/18	Tue 5/29/18																									
82	Utility Base Map Internal QC	Wed 5/30/18	Mon 6/4/18																									
83	Utility Base Map Town/Utility Owner Submittal	Tue 6/5/18	Tue 6/5/18																									
84	Utility Base Map Town Review and Comment	Wed 6/6/18	Mon 6/18/18																									
85	Equipment Location Plan Development	Wed 9/26/18	Tue 11/13/18																									
86	Equipment Location Plan Development	Wed 9/26/18	Wed 10/24/18																									
87	Equipment Location Plan Plan Internal QC	Thu 10/25/18	Tue 10/30/18																									
88	Equipment Location Plan Town Submittal	Wed 10/31/18	Wed 10/31/18																									
89	Equipment Location Plan Town Review and Comment	Thu 11/1/18	Tue 11/13/18																									
90	Conduit Routing Plan Development	Thu 11/1/18	Mon 7/1/19																									
91	Conduit Routing Plan Development	Wed 12/5/18	Mon 4/15/19																									
92	Commercial/Customer Owned Service Design	Thu 11/1/18	Mon 4/15/19																									
93	Landscaping Plans	Thu 11/29/18	Mon 4/15/19																									
94	Technical Specifications	Thu 11/29/18	Mon 4/15/19																									
95	Conduit Routing Plan Internal QC	Tue 4/16/19	Fri 6/28/19																									
96	Conduit Routing Plan Town Submittal	Mon 7/1/19	Mon 7/1/19																									
97																												
98	Permitting Activities - Phase 3 South	Wed 5/15/19	Wed 1/15/20																									
99	FDOT Utility permit Application	Wed 5/15/19	Mon 7/1/19																									
100	FDOT Utility permit Application Review Process	Tue 7/2/19	Mon 9/2/19																									
101	FDOT Landscaping Permit Application	Tue 7/2/19	Fri 7/12/19																									
102	FDOT Landscaping Permit Application Review and MMOA Execution Process	Mon 7/15/19	Wed 1/15/20																									
103																												
104	Bid Phase - Phase 3 South	Mon 9/3/18	Thu 8/29/19																									
105	CMAR Procurement	Mon 9/3/18	Fri 1/18/19																									
106	CMAR Recommendation and Award	Mon 1/21/19	Tue 2/12/19																									
107	Pre-Construction Services	Wed 2/13/19	Mon 7/1/19																									
108	Bidding/GMP Development	Tue 7/2/19	Thu 8/15/19																									
109	GMP Review/Negotiation	Fri 8/16/19	Thu 8/29/19																									
110																												
111	UUTF GMP Review (Phases 3 North and South)	Tue 9/3/19	Tue 9/3/19																									
112																												
113	Town Council GMP Review and Award (Phases 3 North and South)	Tue 9/10/19	Tue 9/10/19																									
114																												
115	Start Construction (Phases 3 North and South)	Wed 9/11/19	Wed 9/11/19																									

Project: Phase 3 Detailed Design
Date: Thu 12/17/20

Task

Summary

Project Summary

Inactive Task

Task

Split

Milestone

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

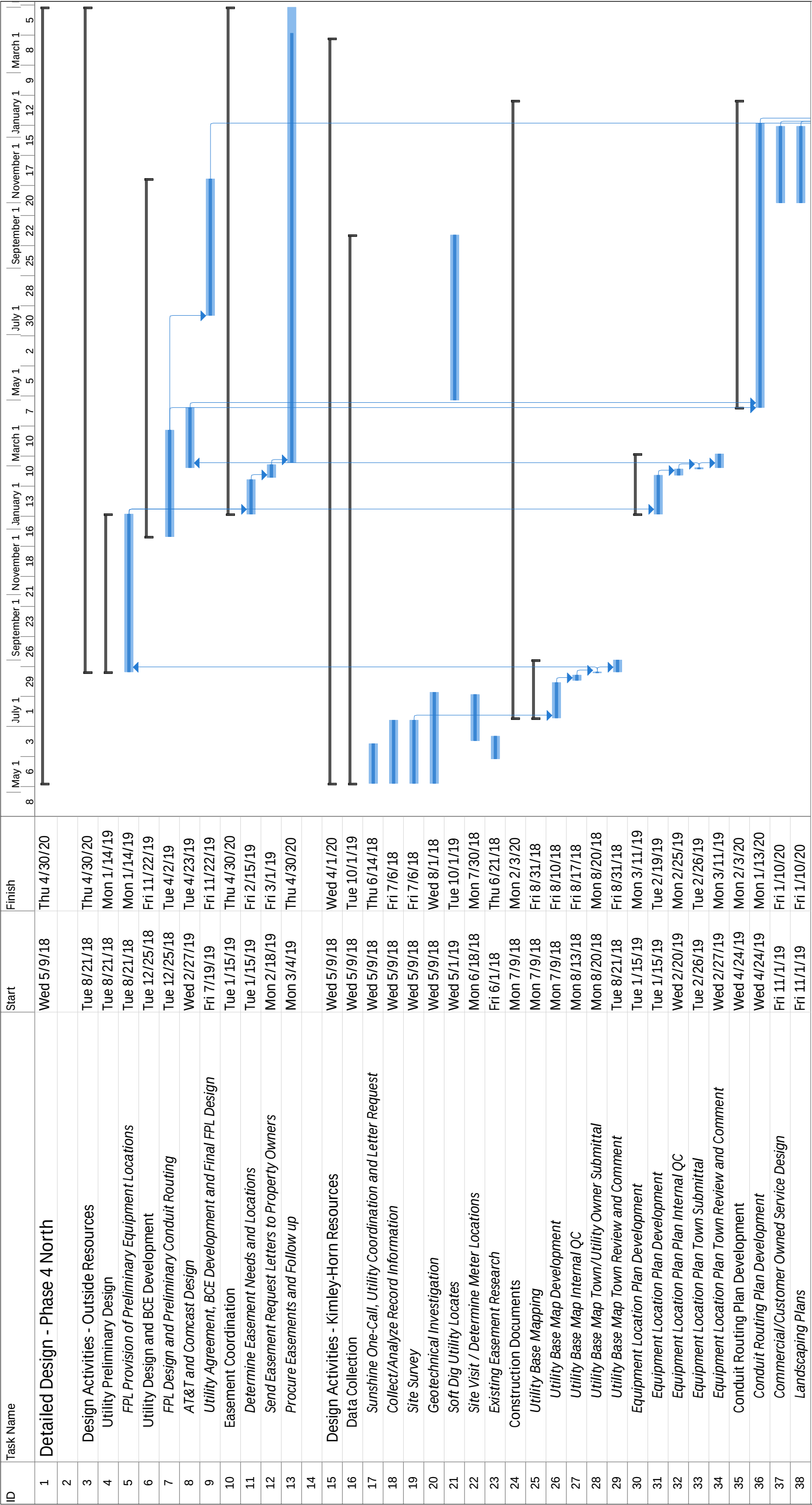
External Tasks

External Milestone

Deadline

Progress

Manual Progress



Project: Phase 4 Detailed Design
Date: Thu 12/17/20

Task

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

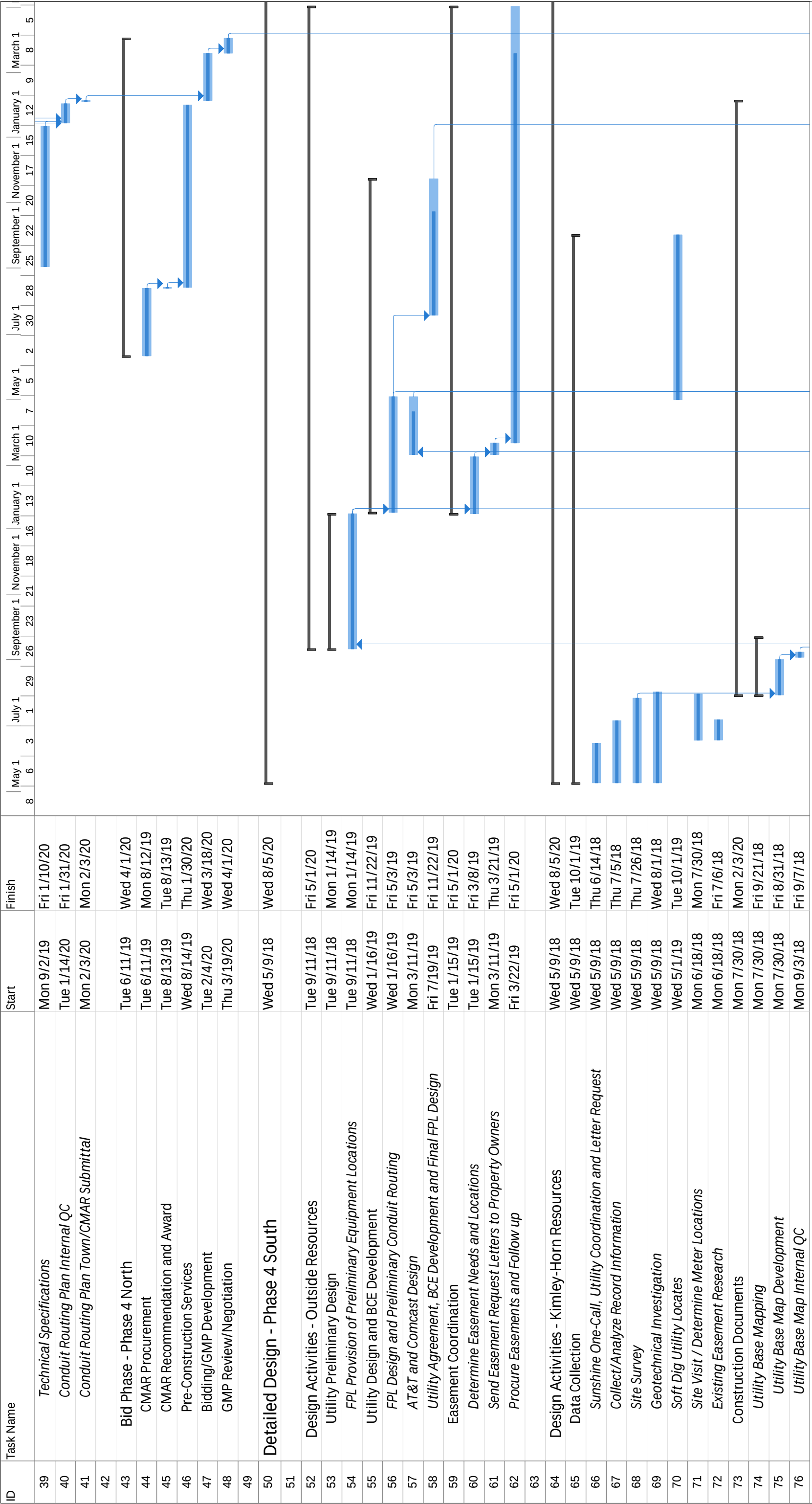
External Tasks

External Milestone

Deadline

Progress

Manual Progress



Project: Phase 4 Detailed Design
Date: Thu 12/17/20

Task

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

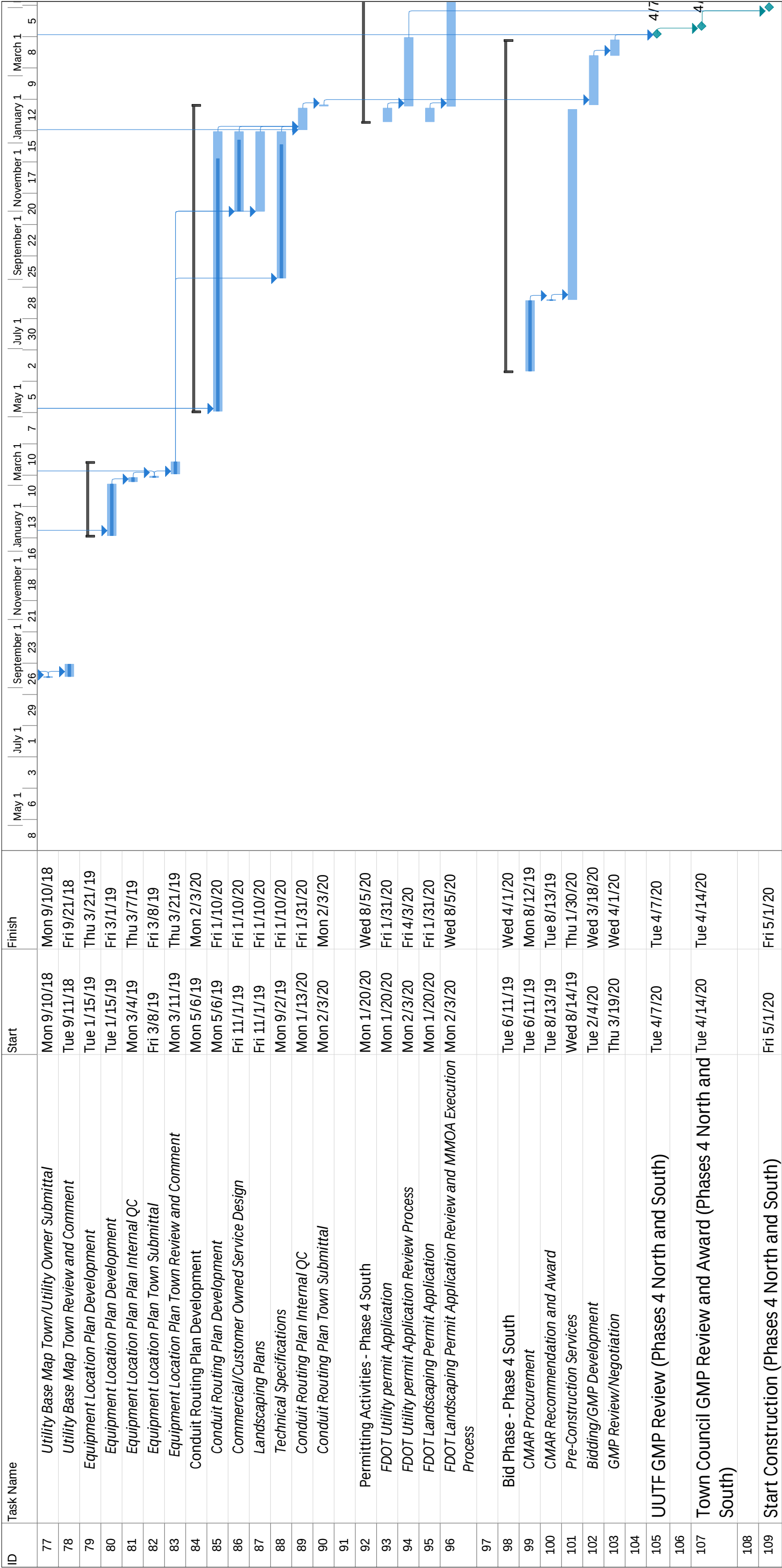
External Tasks

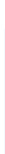
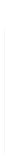
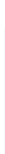
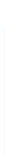
External Milestone

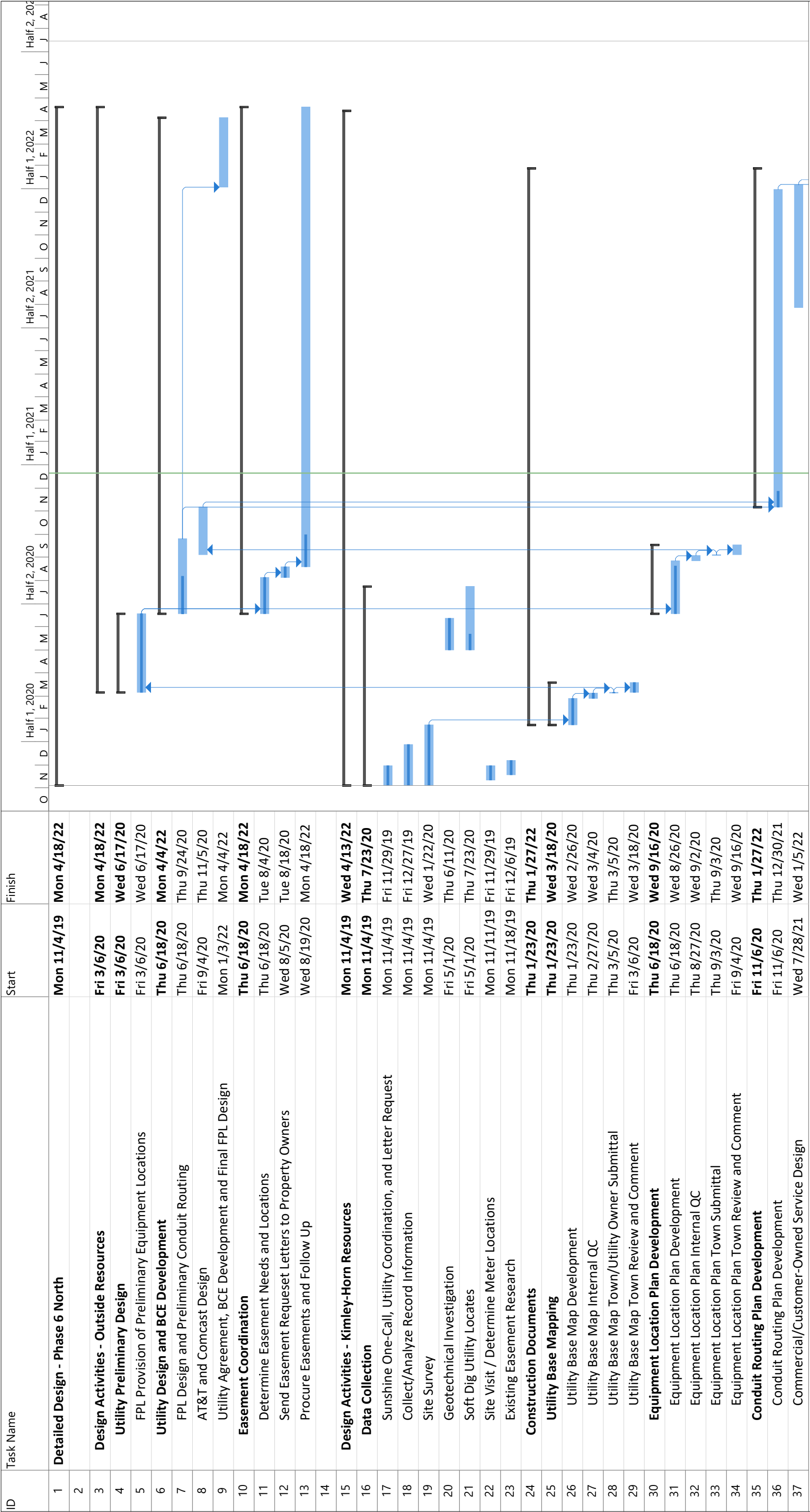
Deadline

Progress

Manual Progress



Project: Phase 4 Detailed Design Date: Thu 12/17/20	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			



Project: 2019_0226_Schedule
Date: Mon 12/21/20

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

ID	Task Name	Start	Finish
75	Utility Base Map Development	Thu 1/23/20	Wed 2/26/20
76	Utility Base Map Internal QC	Thu 2/27/20	Wed 3/4/20
77	Utility Base Map Town/Utility Owner Submittal	Thu 3/5/20	Thu 3/5/20
78	Utility Base Map Town Review and Comment	Fri 3/6/20	Wed 3/18/20
79	Equipment Location Plan Development	Thu 6/18/20	Wed 9/16/20
80	Equipment Location Plan Development	Thu 6/18/20	Wed 8/26/20
81	Equipment Location Plan Internal QC	Thu 8/27/20	Wed 9/2/20
82	Equipment Location Plan Town Submittal	Thu 9/3/20	Thu 9/3/20
83	Equipment Location Plan Town Review and Comment	Fri 9/4/20	Wed 9/16/20
84	Conduit Routing Plan Development	Fri 11/6/20	Thu 1/27/22
85	Conduit Routing Plan Development	Fri 11/6/20	Thu 12/30/21
86	Commercial/Customer-Owned Service Design	Wed 7/28/21	Wed 1/5/22
87	Landscaping Plan	Wed 7/28/21	Wed 1/5/22
88	Technical Specifications	Wed 7/28/21	Wed 1/5/22
89	Conduit Routing Plan Internal QC	Thu 1/6/22	Wed 1/26/22
90	Conduit Routing Plan Town/CMAR Submittal	Thu 1/27/22	Thu 1/27/22
91			
92	Permitting Activities - Phase 6 South	Fri 1/14/22	Thu 7/14/22
93	FDOT Utility Permit Application	Fri 1/14/22	Thu 1/27/22
94	FDOT Utility Permit Application Review Process	Fri 1/28/22	Thu 3/24/22
95	FDOT Landscaping Permit Application	Fri 1/14/22	Thu 1/27/22
96	FDOT Landscaping Permit Application Review and MMOA Execution Process	Fri 1/28/22	Thu 7/14/22
97			
98	Bid Phase - Phase 6 South	Fri 5/28/21	Wed 4/13/22
99	CMAR Procurement	Fri 5/28/21	Tue 9/28/21
100	CMAR Recommendation and Award	Tue 10/12/21	Tue 10/12/21
101	Preconstruction Services	Tue 10/26/21	Wed 4/13/22
102	Bidding/GMP Development	Fri 1/28/22	Thu 3/17/22
103	GMP Review/Negotiation	Fri 3/18/22	Mon 3/28/22
104			
105	Town Council GMP Review and Award (Phases 6 North and South)	Tue 4/12/22	Tue 4/12/22
106			
107	Start Construction (Phases 6 North and South)	Mon 5/2/22	Mon 5/2/22

Project: 2019_0226_Schedule
Date: Mon 12/21/20

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

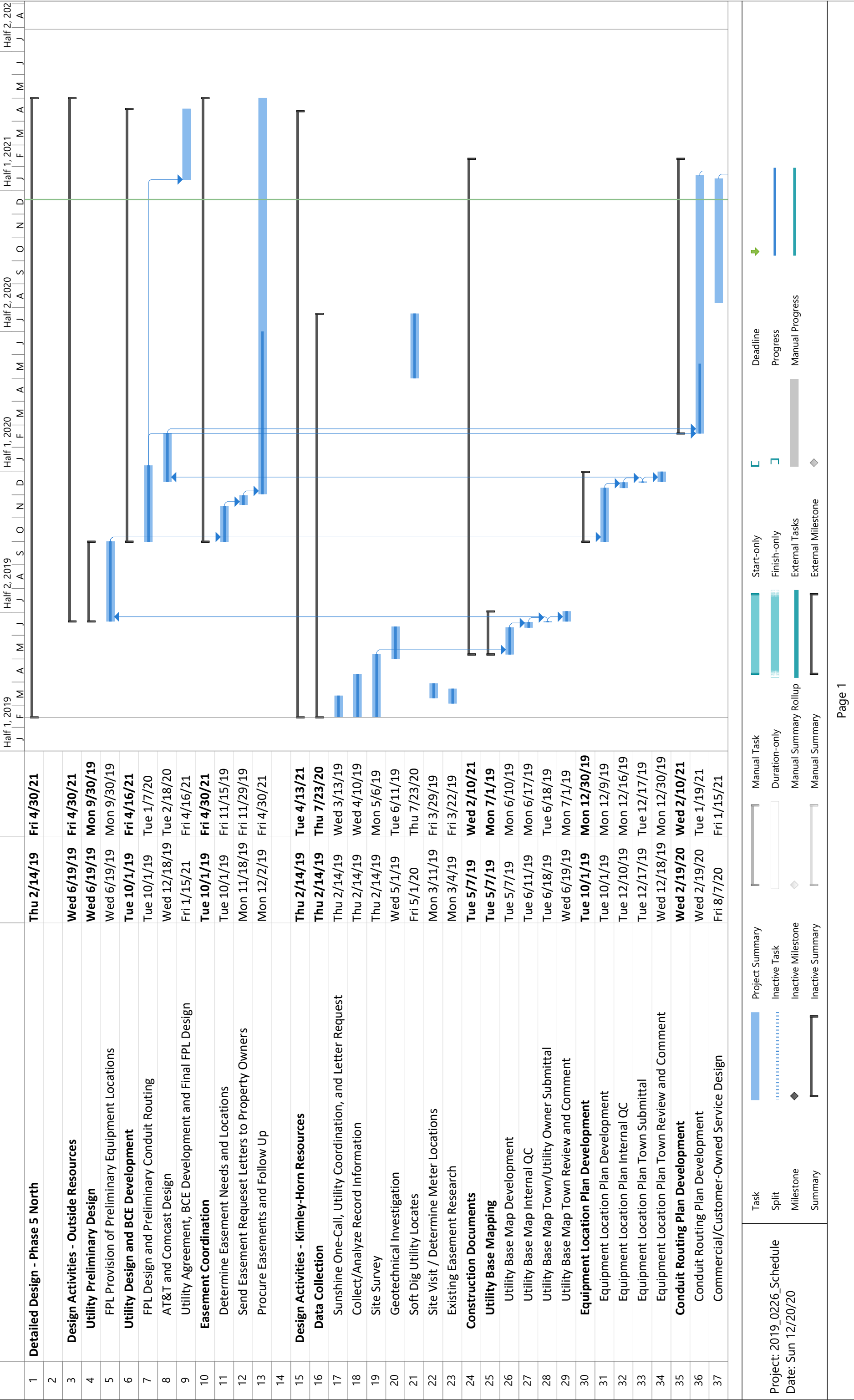
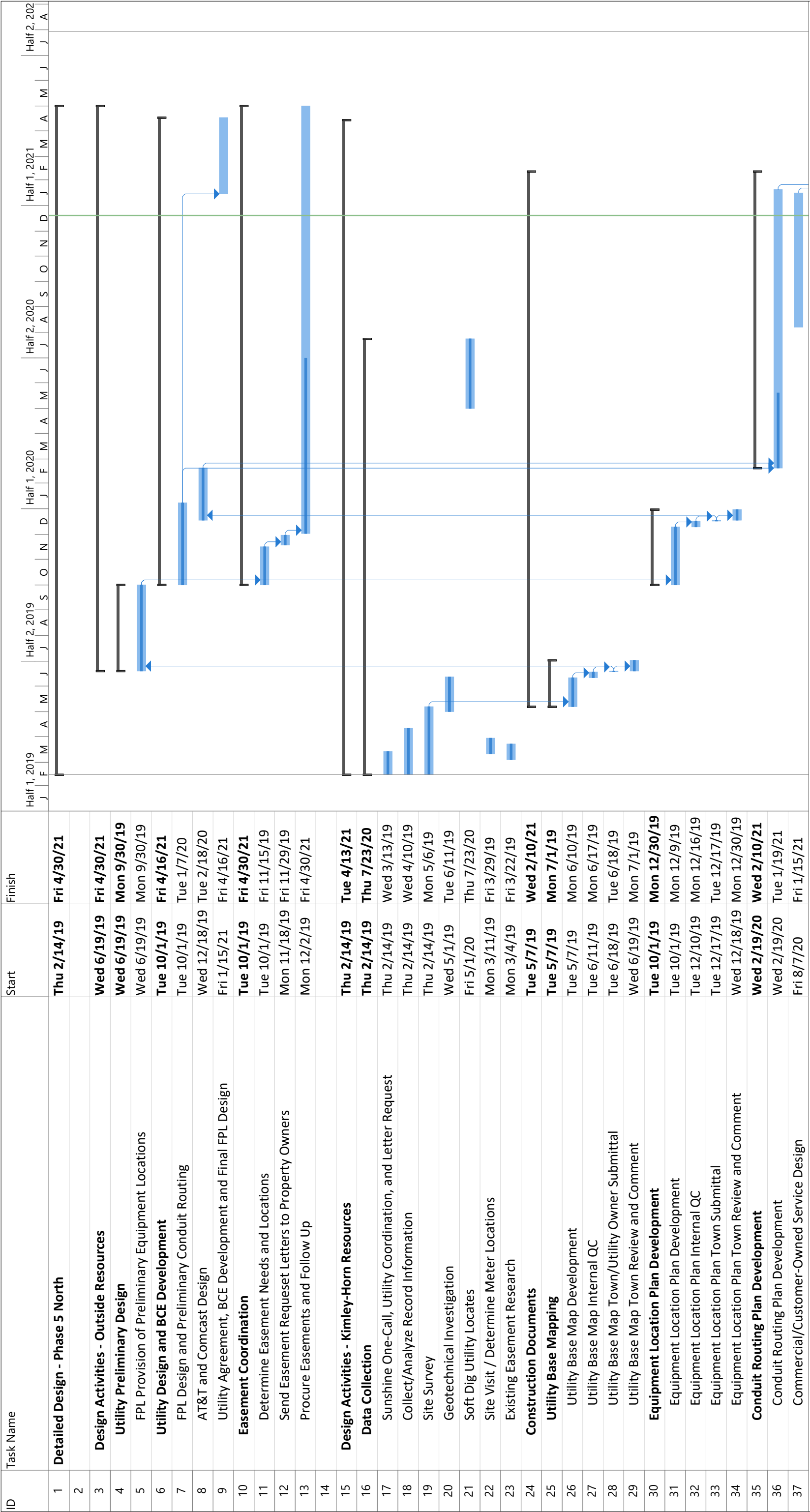
External Tasks

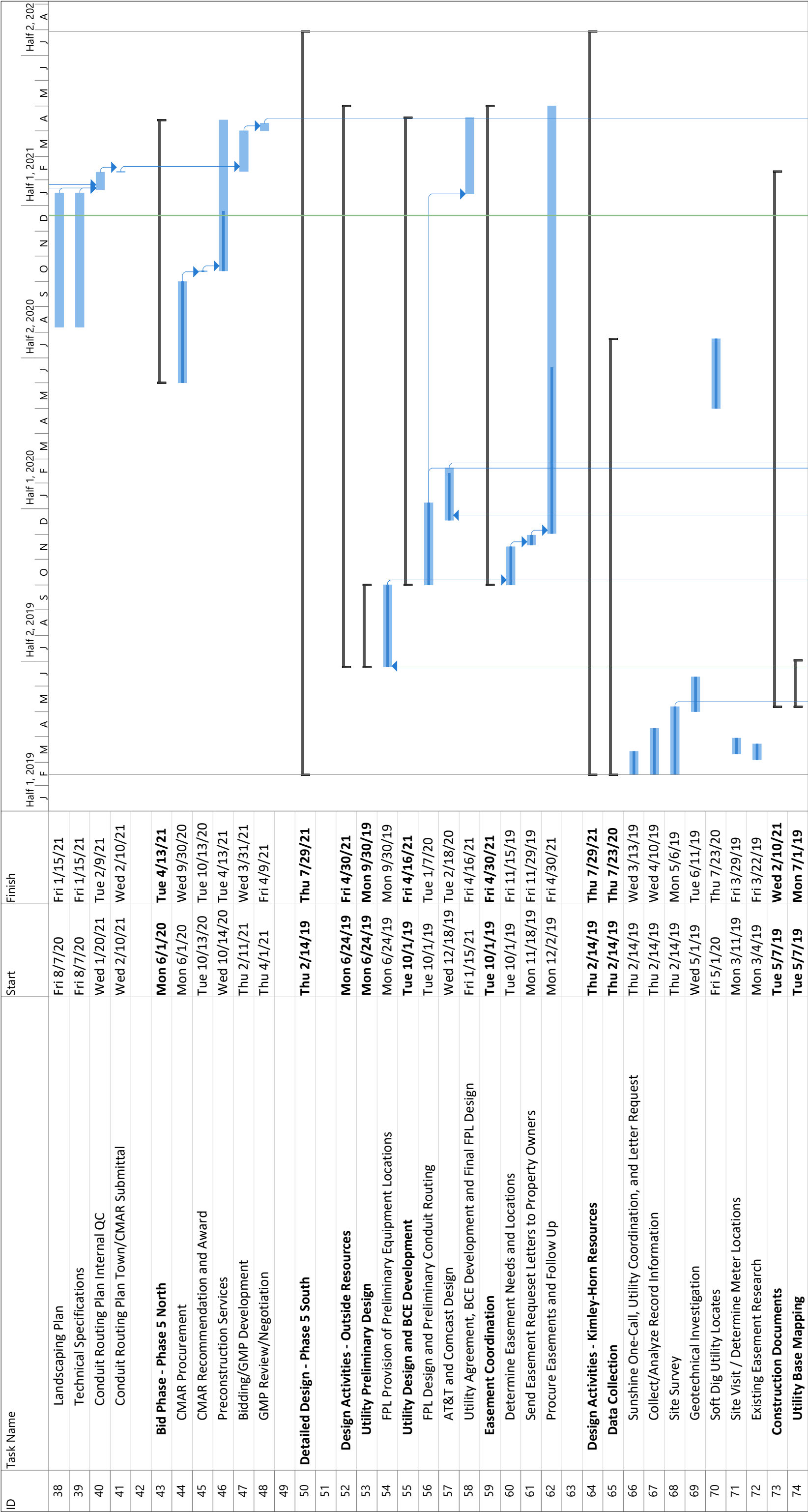
External Milestone

Deadline

Progress

Manual Progress





Project: 2019_0226_Schedule
Date: Sun 12/20/20

Task

Split

Milestone

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Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

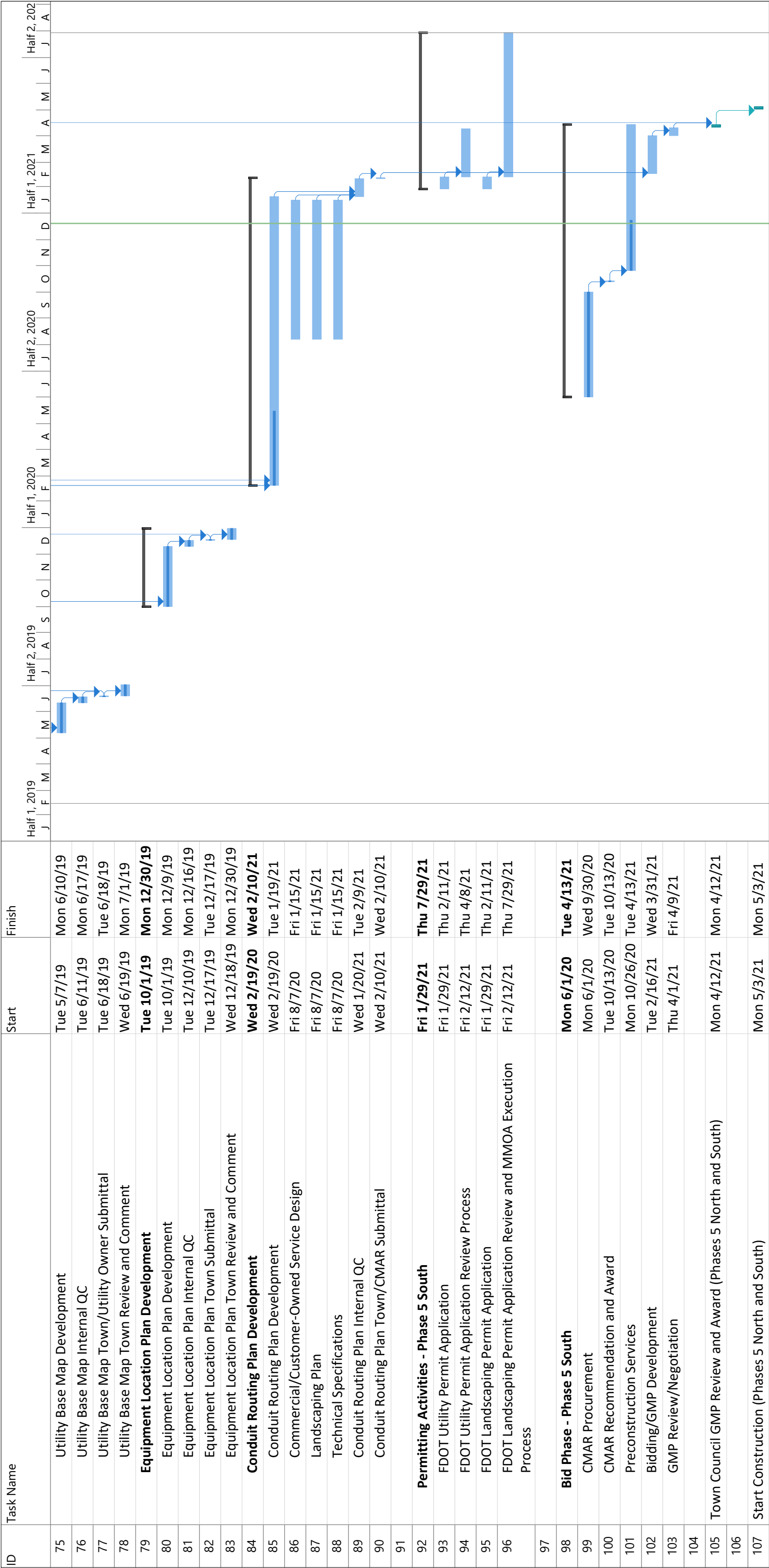
External Tasks

External Milestone

Deadline

Progress

Manual Progress



Project: 2019_0226_Schedule
Date: Sun 12/20/20

Task

Split

Milestone

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Project Summary

Inactive Task

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Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

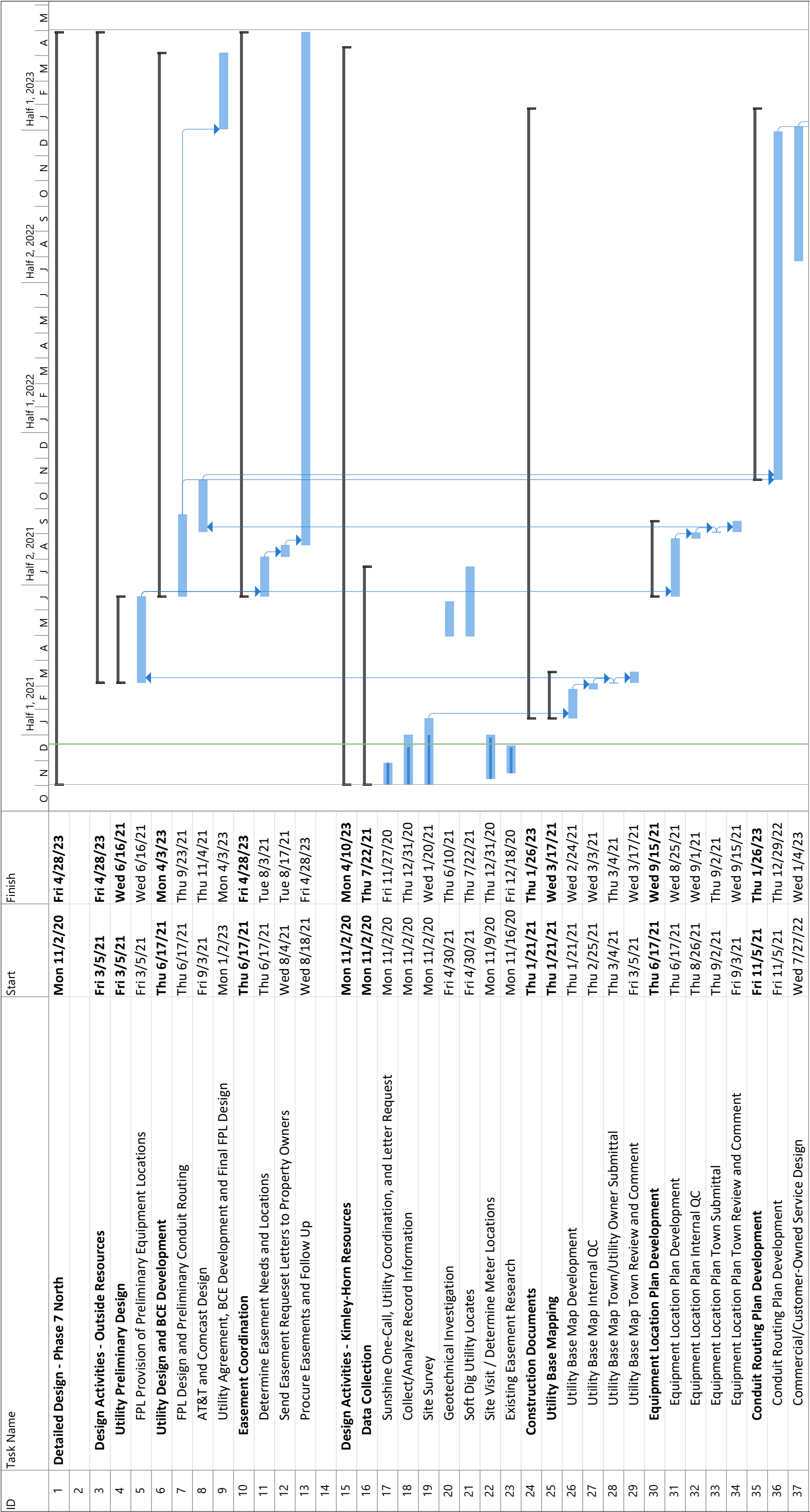
External Tasks

External Milestone

Deadline

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Manual Progress



Project: 2019_0226_Schedule
Date: Mon 12/21/20

Task

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Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

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Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

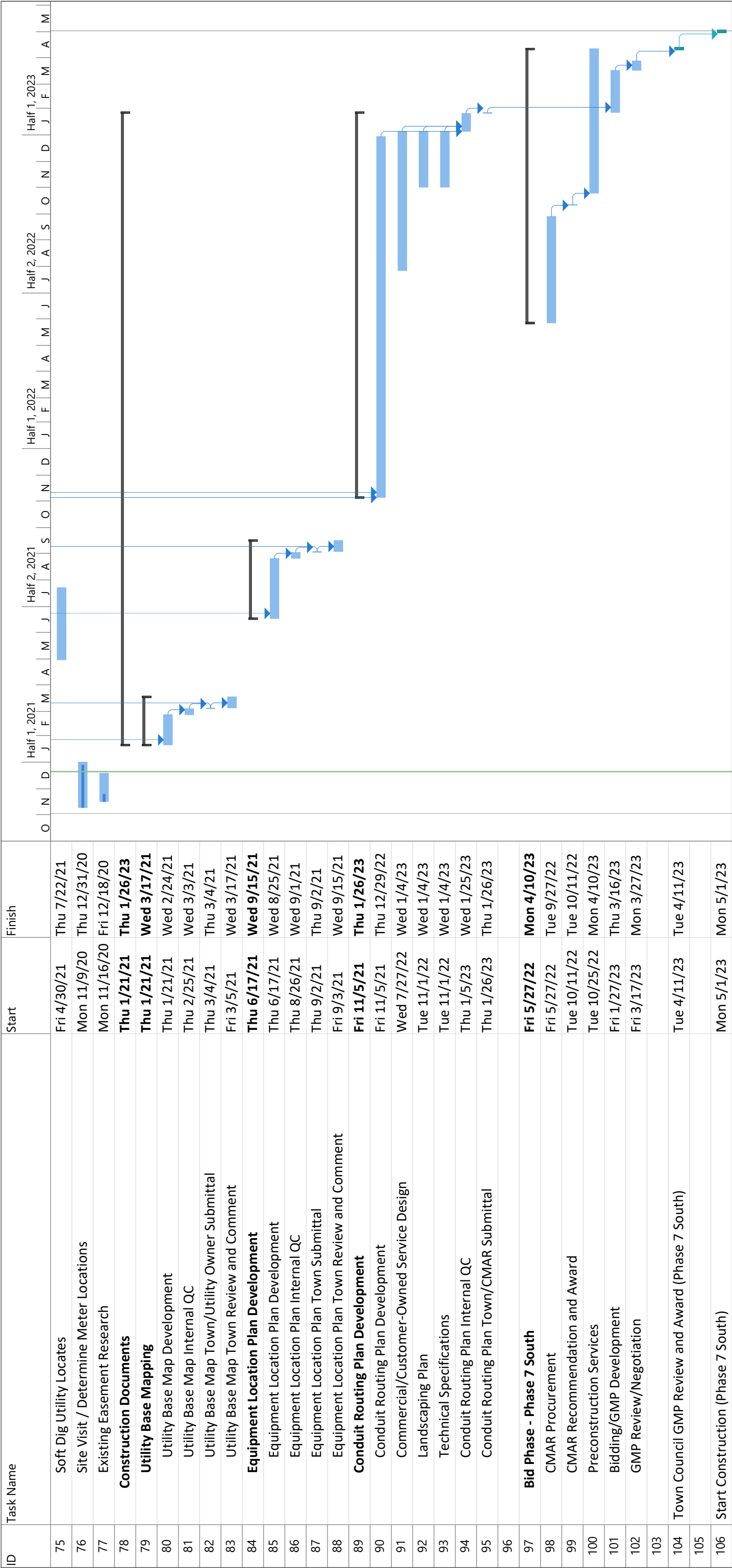
External Milestone

Deadline

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Manual Progress

Page 1



Project: 2019_0226_Schedule
Date: Mon 12/21/20

Task

Split

Milestone

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Inactive Task

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Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

ID	Task Name	Start	Finish	Timeline																	
				Half 1, 2021		Half 2, 2021		Half 1, 2022		Half 2, 2022		Half 1, 2023		Half 2, 2023		Half 1, 2024		Half 2, 2024			
				O	N	D	J	F	M	A	M	J	A	M	J	A	M	J	A		
1	Detailed Design - Phase 8	Mon 11/2/20	Thu 7/11/24																		
2																					
3	Design Activities - Outside Resources	Fri 3/5/21	Tue 4/30/24																		
4	Utility Preliminary Design	Fri 3/5/21	Wed 6/16/21																		
5	FPL Provision of Preliminary Equipment Locations	Fri 3/5/21	Wed 6/16/21																		
6	Utility Design and BCE Development	Thu 6/17/21	Mon 4/1/24																		
7	FPL Design and Preliminary Conduit Routing	Thu 6/17/21	Thu 9/23/21																		
8	AT&T and Comcast Design	Fri 9/3/21	Thu 11/4/21																		
9	Utility Agreement, BCE Development and Final FPL Design	Mon 1/1/24	Mon 4/1/24																		
10	Easement Coordination	Thu 6/17/21	Tue 4/30/24																		
11	Determine Easement Needs and Locations	Thu 6/17/21	Tue 8/3/21																		
12	Send Easement Request Letters to Property Owners	Wed 8/4/21	Tue 8/17/21																		
13	Procure Easements and Follow Up	Wed 8/18/21	Tue 4/30/24																		
14																					
15	Design Activities - Kimley-Horn Resources	Mon 11/2/20	Thu 7/11/24																		
16	Data Collection	Mon 11/2/20	Thu 7/22/21																		
17	Sunshine One-Call, Utility Coordination, and Letter Request	Mon 11/2/20	Fri 11/27/20																		
18	Collect/Analyze Record Information	Mon 11/2/20	Thu 12/31/20																		
19	Site Survey	Mon 11/2/20	Wed 1/20/21																		
20	Geotechnical Investigation	Fri 4/30/21	Thu 6/10/21																		
21	Soft Dig Utility Locates	Fri 4/30/21	Thu 7/22/21																		
22	Site Visit / Determine Meter Locations	Mon 11/9/20	Fri 1/15/21																		
23	Existing Easement Research	Mon 11/16/20	Fri 1/29/21																		
24	Construction Documents	Thu 1/21/21	Thu 1/25/24																		
25	Utility Base Mapping	Thu 1/21/21	Wed 3/17/21																		
26	Utility Base Map Development	Thu 1/21/21	Wed 2/24/21																		
27	Utility Base Map Internal QC	Thu 2/25/21	Wed 3/3/21																		
28	Utility Base Map Town/Utility Owner Submittal	Thu 3/4/21	Thu 3/4/21																		
29	Utility Base Map Town Review and Comment	Fri 3/5/21	Wed 3/17/21																		
30	Equipment Location Plan Development	Thu 6/17/21	Wed 9/15/21																		
Project: 2019_0226_Schedule Date: Mon 12/21/20				Task	Project Summary	Inactive Task	Inactive Milestone	Inactive Summary	Manual Task	Duration-only	Manual Summary Rollup	Manual Summary	Start-only	Finish-only	External Tasks	External Milestone	Deadline	Progress	Manual Progress		
				Split	◆																
				Milestone	◆																
				Summary	┌																
Page 1																					

ID	Task Name	Start	Finish	0 Half 1, 2021 Half 2, 2021 Half 1, 2022 Half 2, 2022 Half 1, 2023 Half 2, 2023 Half 1, 2024 Half 2, 2024 Half 1, 2025 Half 2, 2025																											
31	Equipment Location Plan Development	Thu 6/17/21	Wed 8/25/21																												
32	Equipment Location Plan Internal QC	Thu 8/26/21	Wed 9/1/21																												
33	Equipment Location Plan Town Submittal	Thu 9/2/21	Thu 9/2/21																												
34	Equipment Location Plan Town Review and Comment	Fri 9/3/21	Wed 9/15/21																												
35	Conduit Routing Plan Development	Fri 11/5/21	Thu 1/25/24																												
36	Conduit Routing Plan Development	Fri 11/5/21	Thu 12/28/23																												
37	Commercial/Customer-Owned Service Design	Wed 7/26/23	Wed 1/3/24																												
38	Landscaping Plan	Wed 11/1/23	Wed 1/3/24																												
39	Technical Specifications	Wed 11/1/23	Wed 1/3/24																												
40	Conduit Routing Plan Internal QC	Thu 1/4/24	Wed 1/24/24																												
41	Conduit Routing Plan Town/CMAR Submittal	Thu 1/25/24	Thu 1/25/24																												
42																															
43	Permitting Activities - Phase 8	Fri 1/12/24	Thu 7/11/24																												
44	FDOT Utility Permit Application	Fri 1/12/24	Thu 1/25/24																												
45	FDOT Utility Permit Application Review Process	Fri 1/26/24	Thu 3/21/24																												
46	FDOT Landscaping Permit Application	Fri 1/12/24	Thu 1/25/24																												
47	FDOT Landscaping Permit Application Review and MMOA Execution Process	Fri 1/26/24	Thu 7/11/24																												
48																															
49	Bid Phase - Phase 8	Wed 6/21/23	Mon 4/8/24																												
50	CMAR Procurement	Wed 6/21/23	Fri 10/20/23																												
51	CMAR Recommendation and Award	Mon 10/23/23	Mon 10/23/23																												
52	Preconstruction Services	Tue 10/24/23	Mon 4/8/24																												
53	Bidding/GMP Development	Fri 1/26/24	Thu 3/14/24																												
54	GMP Review/Negotiation	Fri 3/15/24	Mon 3/25/24																												
55																															
56	Town Council GMP Review and Award (Phase 8)	Tue 4/9/24	Tue 4/9/24																												
57																															
58	Start Construction (Phase 8)	Wed 5/1/24	Wed 5/1/24																												
Project: 2019_0226_Schedule Date: Mon 12/21/20				Task Split Milestone Summary Project Summary Inactive Task Inactive Milestone Inactive Summary Manual Task Duration-only Manual Summary Rollup Manual Summary Start-only Finish-only External Tasks External Milestone Deadline Progress Manual Progress																											
Page 2																															

Vincent G. Burkhardt
President



Executive Summary

TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 2 NORTH
PRELIMINARY SCHEDULE
RFQ No. 2018-03

ID	Task Name	% Complete	Duration	Start	Finish	Qtr 3, 2018	Qtr 4, 2018	Qtr 1, 2019	Qtr 2, 2019	Qtr 3, 2019	Qtr 4, 2019	Qtr 1, 2020
1	Phase 2 NORTH	100%	399 days?	Tue 8/14/18	Fri 2/21/20							
2	Town Council Approval	100%	1 day	Tue 8/14/18	Tue 8/14/18							
3	Award Prime Contract	100%	13 days	Wed 8/15/18	Fri 8/31/18							
4	Permitting	100%	14 days	Wed 8/15/18	Mon 9/3/18							
5	Customer Owned Service Connection Permitting	100%	14 days	Wed 8/15/18	Mon 9/3/18							
6	Sub Contract Agreements	100%	14 days	Wed 8/15/18	Mon 9/3/18							
7	Material Procurement	100%	11 days	Mon 8/20/18	Mon 9/3/18							
8	Underground Conduit Installation, Primary/Secondary (FPL, ATT, Comcast)	100%	240 days	Mon 9/3/18	Fri 8/2/19							
9	Feeder Splice Box Installation	100%	140 days	Sun 12/30/18	Thu 7/11/19							
10	Set Transformers / Switch Cabinets (FPL)	100%	155 days	Sun 1/13/19	Thu 8/15/19							
11	Secondary Services / Wire	100%	235 days	Mon 11/5/18	Fri 9/27/19							
12	As-Built Submission / Review (FPL)	100%	220 days	Mon 2/11/19	Fri 12/13/19							
13	Pull Wire / Terminations Primary (FPL)	100%	145 days	Mon 2/18/19	Fri 9/6/19							
14	*ATT Rod Conduit, Pull Wire, Set Pedestals	100%	180 days	Mon 3/11/19	Fri 11/15/19							
15	*Comcast Pull Wire, Set Pedestals	100%	180 days	Mon 3/11/19	Fri 11/15/19							
16	Cut over / Overhead Removal (ATT/Comcast)	100%	150 days	Mon 6/3/19	Fri 12/27/19							
17	Energize Underground (FPL)	100%	140 days	Mon 4/8/19	Fri 10/18/19							
18	Secondary Service Switch Over (FPL)	100%	180 days	Fri 4/19/19	Thu 12/26/19							
19	** Demo Overhead / Remove Poles (FPL) / Final Restoration	100%	180 days	Mon 6/17/19	Fri 2/21/20							
20	*This Work Will Be Performed By ATT/COMCAST Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%										
21	**This Work Must Be Performed By FPL Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%										
22	Storm Drainage	100%	30 days	Mon 8/12/19	Fri 9/20/19							

UPDATED 11/24/2020
CURRENT PERCENT COMPLETED 100%

TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 2 SOUTH
PRELIMINARY SCHEDULE
RFQ No. 2019-03



ID	Task Name	% Comple	Duration	Start	Finish
1	PHASE 2 SOUTH	34%	525 days	Mon 3/16/20	Fri 3/18/22
2	Town Council Approval	100%	1 day	Tue 11/12/19	Tue 11/12/19
3	Award Prime Contract	100%	5 days	Tue 11/12/19	Mon 11/18/19
4	Permitting	100%	20 days	Tue 11/12/19	Mon 12/9/19
5	Customer Owned Service Connection Permitting	100%	20 days	Tue 11/12/19	Mon 12/9/19
6	Sub Contract Agreements	100%	20 days	Tue 11/12/19	Mon 12/9/19
7	Material Procurement	100%	20 days	Tue 11/12/19	Mon 12/9/19
8	Underground Conduit Installation, Primary/Secondary (FPL, ATT, Comcast)	65%	350 days	Mon 3/16/20	Fri 7/16/21
9	As-Built Submission / Review (FPL)	40%	311 days	Fri 5/15/20	Fri 7/23/21
10	Secondary Services / Wire	15%	204 days	Thu 9/24/20	Tue 7/6/21
11	Feeder Splice Box Installation	70%	161 days	Tue 11/24/20	Tue 7/6/21
12	Set Transformers / Switch Cabinets (FPL)	40%	161 days	Tue 11/24/20	Tue 7/6/21
13	Pull Wire / Terminations Primary (FPL)	0%	181 days	Tue 1/5/21	Tue 9/14/21
14	*ATT Rod Conduit, Pull Wire, Set Pedestals	0%	120 days	Tue 1/5/21	Mon 6/21/21
15	*Comcast Pull Wire, Set Pedestals	0%	120 days	Tue 1/5/21	Mon 6/21/21
16	Cut over / Overhead Removal (ATT/Comcast)	0%	40 days	Mon 6/28/21	Fri 8/20/21
17	Energize Underground (FPL)	0%	40 days	Fri 8/27/21	Thu 10/21/21
18	Secondary Service Switch Over (FPL)	0%	50 days	Fri 8/27/21	Thu 11/4/21
19	** Demo Overhead / Remove Poles (FPL) / Final Restoration	0%	72 days	Thu 11/4/21	Fri 2/11/22
20	*This Work Will Be Performed By ATT/COMCAST Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%			
21	**This Work Must Be Performed By FPL Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%			



TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 3 NORTH
PRELIMINARY SCHEDULE
RFQ No. 2018-03



ID	Task Name	% Complete	Duration	Start	Finish	Qtr 3, 2019 Jul	Qtr 3, 2019 Aug	Qtr 3, 2019 Sep	Qtr 4, 2019 Oct	Qtr 4, 2019 Nov	Qtr 1, 2020 Jan	Qtr 1, 2020 Feb	Qtr 1, 2020 Mar	Qtr 2, 2020 Apr	Qtr 2, 2020 May	Qtr 3, 2020 Jul	Qtr 3, 2020 Aug	Qtr 3, 2020 Sep	Qtr 4, 2020 Oct	Qtr 4, 2020 Nov	Qtr 1, 2021 Jan	Qtr 1, 2021 Feb	Qtr 1, 2021 Mar	Qtr 2, 2021 Apr	Qtr 2, 2021 May
1	PHASE 3 NORTH	87%	444 days?	Wed 8/14/19	Mon 4/26/21																				
2	Town Council Approval	100%	1 day	Wed 8/14/19	Wed 8/14/19																				
3	Award Prime Contract	100%	13 days	Thu 8/15/19	Mon 9/2/19																				
4	Permitting	100%	14 days	Thu 8/15/19	Tue 9/3/19																				
5	Customer Owned Service Connection Permitting	100%	14 days	Thu 8/15/19	Tue 9/3/19																				
6	Sub Contract Agreements	100%	14 days	Thu 8/15/19	Tue 9/3/19																				
7	Material Procurement	100%	55 days	Tue 8/20/19	Sun 11/3/19																				
8	Underground Conduit Installation, Primary/Secondary (FPL, ATT, Comcast)	100%	240 days	Mon 11/4/19	Fri 10/2/20																				
9	As-Built Submission / Review (FPL)	100%	200 days	Fri 1/3/20	Thu 10/8/20																				
10	Secondary Services / Wire	100%	100 days	Fri 5/8/20	Thu 9/24/20																				
11	Feeder Splice Box Installation	100%	55 days	Fri 7/10/20	Thu 9/24/20																				
12	Set Transformers / Switch Cabinets (FPL)	100%	55 days	Fri 7/10/20	Thu 9/24/20																				
13	Pull Wire / Terminations Primary (FPL)	100%	85 days	Fri 8/14/20	Thu 12/10/20																				
14	*ATT Rod Conduit, Pull Wire, Set Pedestals	75%	55 days	Fri 8/14/20	Thu 10/29/20																				
15	*Comcast Pull Wire, Set Pedestals	85%	55 days	Fri 8/14/20	Thu 10/29/20																				
16	Cut over / Overhead Removal (ATT/Comcast)	0%	20 days	Fri 11/6/20	Thu 12/3/20																				
17	Energize Underground (FPL)	0%	20 days	Tue 12/15/20	Mon 1/11/21																				
18	Secondary Service Switch Over (FPL)	50%	35 days	Tue 12/15/20	Mon 2/1/21																				
19	** Demo Overhead / Remove Poles (FPL) / Final Restoration	0%	57 days	Fri 2/5/21	Mon 4/26/21																				
20	*This Work Will Be Performed By ATT/COMCAST Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%																							
21	**This Work Must Be Performed By FPL Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%																							

CONSTRUCTION SCHEDULE UPDATED 12/29/2020
CURRENT PERCENT COMPLETED 87%





TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 4 NORTH
PRELIMINARY SCHEDULE
RFQ No. 2018-03

ID	Task Name	% Complete	Duration	Start	Finish	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
1	PHASE 4 NORTH	2%	385 days	Mon 1/11/21	Fri 7/1/22																				
2	Town Council Approval	100%	1 day	Tue 12/8/20	Tue 12/8/20																				
3	Award Prime Contract	100%	11 days	Wed 12/9/20	Wed 12/23/20																				
4	Permitting	0%	14 days	Mon 12/14/20	Thu 12/31/20																				
5	Customer Owned Service Connection Permitting	0%	14 days	Mon 12/14/20	Thu 12/31/20																				
6	Sub Contract Agreements	75%	14 days	Mon 12/21/20	Thu 1/7/21																				
7	Material Procurement	0%	55 days	Mon 12/28/20	Fri 3/12/21																				
8	Underground Conduit Installation, Primary/Secondary (FPL, ATT, Comcast)	0%	385 days	Mon 1/11/21	Fri 7/1/22																				
9	As-Built Submission / Review (FPL)	0%	200 days	Tue 3/2/21	Mon 12/6/21																				
10	Secondary Services / Wire	0%	100 days	Mon 7/19/21	Fri 12/3/21																				
11	Feeder Splice Box Installation	0%	55 days	Mon 9/27/21	Fri 12/10/21																				
12	Set Transformers / Switch Cabinets (FPL)	0%	55 days	Mon 9/27/21	Fri 12/10/21																				
13	Pull Wire / Terminations Primary (FPL)	0%	85 days	Mon 10/25/21	Fri 2/18/22																				
14	*ATT Rod Conduit, Pull Wire, Set Pedestals	0%	55 days	Mon 10/25/21	Fri 1/7/22																				
15	*Comcast Pull Wire, Set Pedestals	0%	55 days	Mon 10/25/21	Fri 1/7/22																				
16	Cut over / Overhead Removal (ATT/Comcast)	0%	20 days	Mon 1/10/22	Fri 2/4/22																				
17	Energize Underground (FPL)	0%	20 days	Mon 2/14/22	Fri 3/11/22																				
18	Secondary Service Switch Over (FPL)	0%	35 days	Mon 2/14/22	Fri 4/1/22																				
19	** Demo Overhead / Remove Poles (FPL) / Final Restoration	0%	65 days	Mon 4/4/22	Fri 7/1/22																				
20	*This Work Will Be Performed By ATT/COMCAST Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%																							
21	**This Work Must Be Performed By FPL Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.	0%																							





TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING
PHASE 3 SOUTH
PRELIMINARY SCHEDULE
RFQ No. 2019-03

ID	Task Name	Duration	% Complete	Start	Finish	Half 2, 2020	Half 1, 2021	Half 2, 2021	Half 1, 2022	Half 2, 2022	Half 1, 2023
1	PHASE 3 SOUTH	688 days	3%	Wed 9/9/20	Fri 4/28/23						
2	Town Council Approval	1 day	100%	Wed 9/9/20	Wed 9/9/20						
3	Award Prime Contract	8 days	100%	Thu 9/10/20	Mon 9/21/20						
4	Permitting	20 days	100%	Thu 9/10/20	Wed 10/7/20						
5	Customer Owned Service Connection Permitting	20 days	100%	Thu 9/10/20	Wed 10/7/20						
6	Sub Contract Agreements	20 days	100%	Thu 9/10/20	Wed 10/7/20						
7	Material Procurement	30 days	50%	Mon 9/21/20	Fri 10/30/20						
8	Underground Conduit Installation, Primary/Secondary (FPL, ATT, Comcast)	456 days	0%	Mon 11/2/20	Mon 8/1/22						
9	As-Built Submission / Review (FPL)	410 days	0%	Mon 2/1/21	Fri 8/26/22						
10	Secondary Services / Wire	260 days	0%	Mon 7/5/21	Fri 7/1/22						
11	Feeder Splice Box Installation	270 days	0%	Mon 6/7/21	Fri 6/17/22						
12	Set Transformers / Switch Cabinets (FPL)	270 days	0%	Mon 6/7/21	Fri 6/17/22						
13	Pull Wire / Terminations Primary (FPL)	250 days	0%	Mon 9/6/21	Fri 8/19/22						
14	*ATT Rod Conduit, Pull Wire, Set Pedestals	200 days	0%	Mon 9/6/21	Fri 6/10/22						
15	*Comcast Pull Wire, Set Pedestals	200 days	0%	Mon 9/6/21	Fri 6/10/22						
16	*Cut over / Overhead Removal (ATT/Comcast)	105 days	0%	Mon 3/21/22	Fri 8/12/22						
17	Energize Underground (FPL)	65 days	0%	Mon 8/22/22	Fri 11/18/22						
18	Secondary Service Switch Over (FPL)	95 days	0%	Mon 8/22/22	Fri 12/30/22						
19	** Demo Overhead / Remove Poles (FPL) / Final Restoration	85 days	0%	Mon 1/2/23	Fri 4/28/23						
20	*This Work Will Be Performed By ATT/COMCAST Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.		0%								
21	**This Work Must Be Performed By FPL Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.		0%								
22											
23	Midtown Watermain	155 days	0%	Mon 4/5/21	Fri 11/5/21						



**Underground Utility Project Budget
Project Financial Summary
December 31, 2020**

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	\$ 7,654,627	59.3%
Phase 3	\$ 10,910,000	\$ 15,400,000	\$ 16,008,280	\$ 6,566,886	41.0%
Phase 4	\$ 10,370,000	\$ 15,220,000	\$ 1,518,992	\$ 1,310,724	86.3%
Phase 5 (Includes \$8.5 Million FEMA Grant Offset)	\$ 14,090,000	\$ 11,694,645	\$ 1,698,543	\$ 872,493	51.4%
Phase 6	\$ 16,820,000	\$ 20,800,000	\$ 1,885,264	\$ 479,381	25.4%
Phase 7	\$ 11,730,000	\$ 15,910,000	\$ 1,583,331	\$ 37,129	2.3%
Phase 8	\$ 12,300,000	\$ 14,500,000	\$ 1,378,643	\$ 21,443	1.6%
Total Project Costs To Date	\$ 98,010,000	\$ 119,904,645	\$ 49,804,942	\$29,828,778	59.9%
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	\$ 50,785,356	\$30,757,679	60.6%
Debt Service and Related Debt Issuance Costs (Page 8)			\$ 9,497,200	\$ 6,831,614	71.9%
Total Other Costs Outside Underground Budget (Page 8)			\$ 1,343,876	\$ 2,156,221	160.4%
Grand Total of All Costs Related to the Project	\$ 98,580,000	\$ 120,885,059	\$ 52,129,232	\$32,913,900	63.1%

Total Project Budget - Opinion of cost for construction	\$ 120,885,059
% Budgeted/Encumbered To Date Project Costs	42.01%
% Spent to Date - Project Costs	25.44%

Project Revenues Received

Revenues	Budget	Actual	% of Budget
Revenues			
Prepaid Assessments	\$ -	\$ 12,014,328	0.0%
Assessment Revenue	\$ 17,580,000	\$ 15,535,729	88.4%
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	\$ 2,323,527	177.1%
GO Bond Proceeds	\$ 60,500,000	\$ 60,499,897	100.0%
1 Cent Sales Tax	\$ 5,000,000	\$ 2,125,000	42.5%
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	\$ 450,700	78.5%
Total Project Revenues	\$ 97,073,191	\$ 97,437,458	100.4%

**Underground Utility Project Budget
Phase 1 Project Costs
December 31, 2020**

	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
December 31, 2020**

	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	3,809,827	94.9%
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	\$ 242,183	97.6%
Total Phase 2 North Construction	3,800,000	5,020,000	\$ 4,831,238	\$ 4,665,344	96.6%
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	\$ 181,907	64.3%
Total Phase 2 South Construction	4,435,000	7,424,000	\$ 7,055,899	\$ 1,976,949	28.0%
Easement Acquisition/Abandonment	200,000	219,000			
Kimley Horn Easement Assistance					
Task 1.5 Easement Assistance North			\$ 64,936	\$ 64,935	100.0%
Task 1.5 Easement Assistance South			\$ 77,466	\$ 77,467	100.0%
Surveys					
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	\$ 7,654,627	59.3%

**Underground Utility Project Budget
Phase 3 Project Costs
December 31, 2020**

	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	\$ 213,311	90.0%
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	\$ 4,730,440	91.3%
Phase 3 South Construction	\$ 6,090,000	\$ 8,875,000			
Preconstruction					
Construction			\$ 8,029,385		
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	12,250	3.8%
Total Phase 3 South Construction	\$ 6,090,000	\$ 8,875,000	\$ 9,545,412	\$ 601,107	6.3%
Easement Acquisition/Abandonment	\$ 260,000	\$ 330,000			
Kimley Horn Easement Assistance					
Task 1 Easement Assistance North and South			\$ 273,390	\$ 270,913	99.1%
Legal Advertising				\$ 1,076	
Easement Amendment			\$ 49,285	\$ 46,529	94.4%
Surveys					
Task Legal Sketch South			\$ 37,436		0.0%
Jones Foster - Legal			\$ 25,000	\$ 18,915	75.7%
Recording Costs				\$ 4,194	
Easement Abandonment				\$ -	
Total Easement Acquisition Costs	\$ 260,000	\$ 330,000	\$ 385,111	\$ 341,628	88.7%
Total Phase 3 Costs	\$10,910,000	\$15,400,000	\$ 16,008,280	\$ 6,566,886	41.0%

Underground Utility Project Budget
Phase 4 Project Costs
December 31, 2020

	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	383,591	85.0%
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	792,241	88.6%
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)					
Total Phase 4 North Construction	\$ 4,605,000	\$ 6,275,000	\$ 126,570	121,941	96.3%
Phase 4 South Construction	4,710,000	7,640,000			
Preconstruction			\$ 34,800		
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	\$ 47,960	9,478	19.8%
Easement Acquisition/Abandonment	\$ 240,000	\$ 411,000			
Kimley Horn Easement Assistance					
Easement Assistance (KH)			\$ 280,270	280,254	100.0%
Easement Assistance (KH) -- Switches			\$ 67,747	65,041	96.0%
Easement Assistance (KH)			\$ 59,369	5,135	
Surveys					
Legal Sketch			\$ 38,230	32,729	85.6%
Legal Sketch - Switches			\$ 4,967		
Jones Foster - Legal					
Recording Costs				3,905	
Easement Abandonment					
Total Easement Acquisition Costs	\$ 240,000	\$ 411,000	\$ 450,583	387,065	85.9%
Total Phase 4 Costs	\$ 10,370,000	\$ 15,220,000	\$ 1,518,992	1,310,724	86.3%

**Underground Utility Project Budget
Phase 5 Project Costs
December 31, 2020**

	Original OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 5					
Kimley Horn					
Task 1.1 Phase 5 North Design	\$ 520,000		\$ 454,210	\$ 227,105	50.0%
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	\$ 602,210	50.4%
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>					
Easement Assistance			\$ 218,600	\$ 159,713	73.1%
Easement Assistance			\$ 81,086	\$ 51,704	63.8%
Surveys					
Legal Sketch			\$ 41,080	\$ 10,015	24.4%
Jones Foster - Legal					
Recording Costs				\$ 646	
Easement Abandonment				\$ -	
Total Easement Acquisition Costs	\$ 330,000	\$ 365,000	\$ 340,766	\$ 222,077	65.2%
FEMA Grant		\$ (8,465,355)			
Total Phase 5 Costs	\$ 14,090,000	\$ 11,694,645	\$ 1,698,543	\$ 872,493	51.4%

Underground Utility Project Budget
Phase 6 Project Costs
December 31, 2020

	OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 6 Design					
Kimley Horn					
Task 1.1 Phase 6 North Design	\$ 420,000		\$ 475,019	\$ 147,256	31.0%
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	\$ 13,391	15.8%
Total Phase 6 Design	\$ 1,360,000	\$ 1,440,000	\$ 1,439,993	\$ 425,143	29.5%
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	\$ 18,151	5.2%
<i>Surveys</i>					
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	\$ 18,976	4.6%
Total Phase 6 Costs	\$ 16,820,000	\$ 20,800,000	\$ 1,885,264	\$ 479,381	25.4%

**Underground Utility Project Budget
Phase 7 Project Costs
December 31, 2020**

	OPC	Dec 2019 OPC	Budget	Actual	% Expended
Phase 7 Design					
Kimley Horn					
Task 1.1 Phase 7 North Design	\$ 450,000		\$ 492,488	\$ 14,775	3.0%
Task 1.2 Phase 7 South Design	\$ 480,000		\$ 630,830	\$ 18,925	3.0%
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	\$ 34,219	2.8%
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	\$ 2,660	0.8%
Surveys					
Legal Sketch					
Jones Foster - Legal					
American Acquisition Group					
Temp Services					
Recording Costs				\$ 250	
Total Easement Acquisition Costs	\$ 280,000	\$ 348,000	\$ 346,459	\$ 2,910	0.8%
Total Phase 7 Costs	\$ 11,730,000	\$ 15,910,000	\$ 1,583,331	\$ 37,129	2.3%

Underground Utility Project Budget
Phase 8 Project Costs
December 31, 2020

	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	\$ 20,580	2.0%
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	\$ 20,927	1.8%
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			
Kimley Horn Easement Assistance					
Easement Assistance			\$ 227,724	\$ 482	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	\$ 516	0.2%
Total Phase 8 Costs	\$ 12,300,000	\$ 14,500,000	\$ 1,378,643	\$ 21,443	1.6%

**Underground Utility Project Budget
Other Project Costs
December 31, 2020**

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	\$ 5,852,631	61.6%
Total Debt Service and Related Debt Issuance Costs	\$ 9,497,200	\$ 6,831,614	71.9%

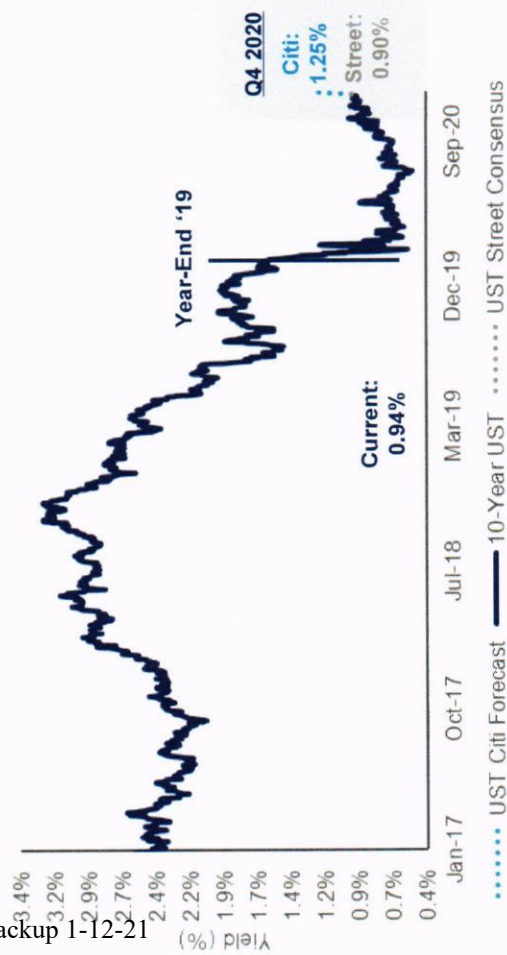
Related Costs Outside of the Underground Project Budget

	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	\$ 486,477	81.1%
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	\$ 2,156,221	160.4%

U.S. Rate Forecasts

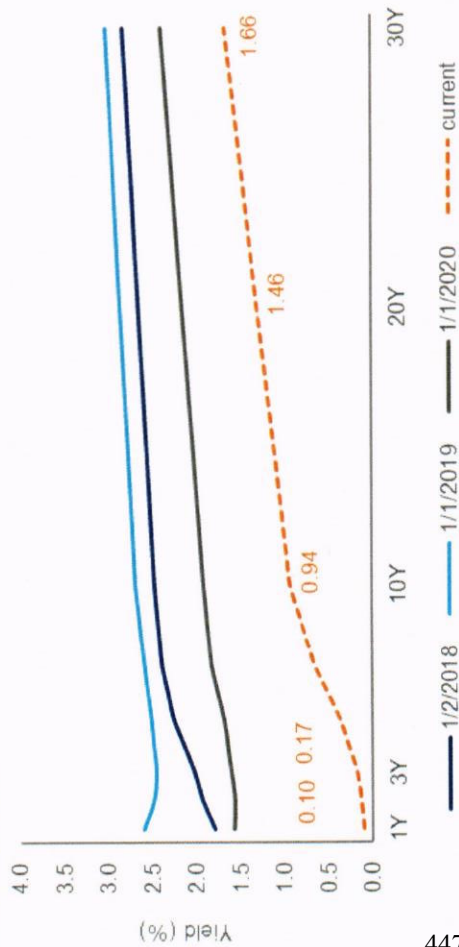
10-Year Treasury Yield Forecast

Citi is forecasting higher rates at year-end than the Street Consensus



US Treasury Yield Curve

The yield curve has fallen significantly as the coronavirus outbreak has prompted the Federal Reserve to cut interest rates as investors put on a flight-to-quality trade



Rate Forecasts

5-Year Treasury	Current	4Q20	1Q21	2Q21	3Q21	4Q21	1Q22
Citi's Forecast	0.37%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%
Economists' Consensus	0.40%	0.40%	0.45%	0.51%	0.56%	0.65%	0.70%

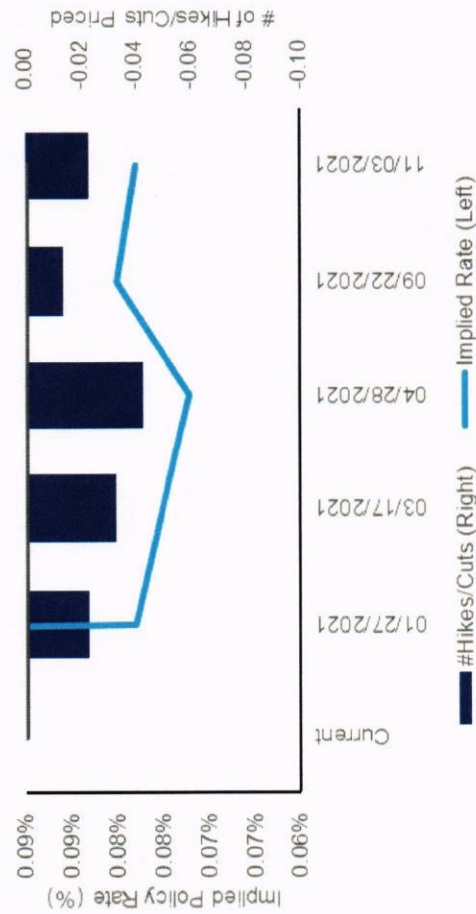
10-Year Treasury	Current	4Q20	1Q21	2Q21	3Q21	4Q21	1Q22
Citi's Forecast	0.94%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%
Economists' Consensus	0.90%	0.90%	0.97%	1.05%	1.15%	1.25%	1.28%

30-Year Treasury	Current	4Q20	1Q21	2Q21	3Q21	4Q21	1Q22
Citi's Forecast	1.66%	1.75%	1.75%	1.75%	1.75%	1.75%	1.75%
Economists' Consensus	1.65%	1.59%	1.80%	1.85%	1.95%	1.95%	2.00%

Fed Funds	Current	4Q20	1Q21	2Q21	3Q21	4Q21	1Q22
Citi's Forecast	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%
Economists' Consensus	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%	0.25%

Expectations of Fed Change in Interest Rates (Market View)

The market is pricing in lower interest rates throughout the next year



TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2021

Section of Agenda

Regular Agenda - Old Business

Agenda Title

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

Presenter

John C. Randolph, Town Attorney

ATTACHMENTS:

- ▣ **Memorandum Dated January 5, 2021, from John Randolph, Town Attorney**
- ▣ **Letter Dated: December 21, 2020, from John Randolph, Town Attorney to Wayne Bergman, Director of Planning & Zoning**

To: Mayor and Town Council
Via: Kirk Blouin
From: John Randolph
Date: January 5, 2021

Memorandum re: Root Trail Beach Access

Request – Direction and advice are sought from the Mayor and Town Council regarding action to be taken in regard to the Root Trail beach access.

Discussion – Attached is my memo to Wayne Bergman regarding the Root Trail beach access and the argument in favor of declaring a prescriptive easement in favor of the public which has used the access open and notoriously for a period in excess of twenty (20) years. This current memo is intended to elaborate in regard to that matter and to request direction and advice in regard to how to proceed forward.

In Florida, prescriptive easements only exist under common law and not by statute. To establish a prescriptive easement the claimant must prove: (1) actual, continuous and uninterrupted use for 20 years; (2) that the use was related to a defined area or route; (3) that the use has been either with actual knowledge of the owner or so open, notorious and visible that knowledge of use must be imputed to the owner; and (4) that the use has been adverse to the owner, that is, without express or implied permission from the owner, under some claim or right, inconsistent with the rights of the owner, and such that, for the entire 20-year period, the owner could have sued to prevent such further use.

As explained in my letter to Wayne Berman, the Town obtained a title search reflecting that the Root Trail beach access was dedicated as a public highway to be kept open and maintained by the Town for the benefit of the public and the Root Trail lot owners. However, even if Root Trail Partners, LLC does, in fact, privately own title to the Root Trail beach access, there is strong evidence to support the existence of a prescriptive easement in favor of the public which has been using the access open, notoriously and continuously for a period of time in excess of 20 years. In light of this evidence, I am of the opinion that the Town should not put itself in the position of granting a permit to allow the installation of a gate which would close off access from Root Trail to the public beach. If the Town Council agrees, it should direct the planning, zoning and building department not to grant a permit which allows a gate to be built at this location which would prevent access by the public to the public beach at this location.

Further consideration – Whichever decision is made in regard to this matter, it is reasonable to conclude that litigation may ensue.

JCR/js
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E S T .
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December 21, 2020

Wayne Bergman

Re: Root Trail

Wayne,

As you know, there are conflicting opinions regarding the status of Root Trail. The history of this matter is contained within your October 2, 2020 memorandum to the Mayor and Town Council, a copy of which is attached. In summary, the Town obtained a title search of the property reflecting that the beach access at Root Trail was dedicated as a public highway to be kept open and maintained by the Town for the benefit of the public and the Root Trail lot owners and that was no subsequent abandonment or relinquishment of that dedication. Guy Rabideau, on behalf of Root Trail Partners, LLC ("RTP") contests the Town's position claiming that his client privately owns title to the beach access free and clear of any rights of the public. Among other arguments, Mr. Rabideau asserts that any public interest in the North Root Trail Parcel was eliminated by the tax Deed issued to Root Trail Partners, LLC in 1995.

The matter relating to the tax deed is still being researched. Regardless of the outcome of this research and the other arguments raised on behalf of Root Trail Partners, LLC, there is a strong argument, based upon the open and notorious use of the public of this beach access for a period of time well in excess of twenty years in contravention of the assertion that this property is privately owned, that this beach access should remain open to the public and that a gate should not be permitted which would block said access.¹

This argument is based upon information provided to me by individuals within the Town relating to their historic use of this beach access and the law in Florida relating to easements by prescription.

I am happy to answer any questions you or others may have in regard to this matter.

Sincerely,

JONES FOSTER P.A.

John C. Randolph
Shareholder

JCR:jsw

cc: Kirk Blouin
Jay Boodheshwar

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¹ Clearly, 21 years have elapsed even since the 1995 issuance of the tax deed referenced above.

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2021

Section of Agenda

Regular Agenda - New Business

Agenda Title

Skees Road Landfill Long Term Lease for an Access Road

Presenter

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

ATTACHMENTS:

- ▣ **Memorandum dated December 29, 2020, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Exhibit 1 - Jeff Greene Letter**
- ▣ **Exhibit 2 - 1300 Skees Road Report**
- ▣ **Exhibit 3 - Kimley Horn Impact Analysis**

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 2021

TO: Mayor and Town Council

VIA: Kirk W. Blouin, Town Manager

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

RE: Skees Road Landfill
Long Term Leases for an Access Road

DATE: December 29, 2020

STAFF RECOMMENDATION

Town staff recommends that Town Council review the request to lease a portion of the landfill for an access road to an adjacent site. If the Town Council does want to pursue this opportunity, the roadway design will need to be completed to determine total impact and cost.

GENERAL INFORMATION

Mr. Jeff Greene owns a property adjacent to the Town's landfill on Skees Road. The site is being developed but has limited access. The initial request was to use our main drive into the landfill. That was not practical for many reasons. The subsequent request is to develop an access road starting from the midpoint of the eastern property line of our site and extending to the southeast corner and then westward along the southern property line. This would allow his future tenants access to Skees Road. Mr. Greene's initial correspondence is attached as Exhibit 1.

Anderson Carr has completed an appraisal. This firm has previously completed appraisals for the Town. The appraisal is attached as Exhibit 2. Based on the appraisal, the property in question is worth \$0.94 per square foot as an annual lease. We anticipate that the 30' wide roadway will require 53,400 square feet, resulting in annual revenue of \$50,400. However, it should be noted that the actual easement will likely require more area than that, for reasons associated with the Town's landfill operating permit, which is addressed in more detail in the Impact Analysis prepared by Kimley Horn (see below). The appraiser has indicated that the lease rate could be applied to the actual square footage to calculate the annual revenue since it doesn't affect the methodology of their approach.

Kimley Horn and Associates have been providing services for our landfill including capacity analysis (permit requirement), groundwater monitoring, and permit compliance assistance. We have asked them to quantify the impacts to the Town if the surface of the landfill was reduced to allow construction of a roadway. Their evaluation is attached as Exhibit 3. As noted in their evaluation, there are impacts and costs in the short-term to accomplish the proposed access easement that are related to the Town's landfill operating permit, those include relocation of monitoring wells and vegetative debris material, as well as the fees and professional services to modify the existing operating permit. Those costs are estimated to be between approximately \$59K to \$84K. If the relocation of existing vegetative debris material is accomplished by a contractor in lieu of Town forces, those costs would be greater. With regard to impacts and costs in the long-term, there is also a consequence of reduced landfill capacity. That lost capacity would be realized by requiring that volume of material to be disposed of at another location (estimated to be at SWA landfill). The financial impact of \$232,800 is estimated in current year costs.

The estimated required area calculated by Kimley Horn is based on a 56' wide easement, which would include the 30' wide pavement and a 6' clear zone between the pavement and the fence, and another 20' wide drainage swale for stormwater runoff from the new access road. As noted above, this would ultimately affect the annual lease amount. This would lead to a lease fee on the order of \$100,000 per year.

Lastly, a modification to environmental permits will be required. Staff believes the modification is possible, but discussion with the appropriate regulatory staff has only been initiated in a preliminary way and more specifics may be available by the Town Council meeting on January 12.

FUNDING/FISCAL IMPACT

Mr. Greene has agreed to pay the cost of the appraisal regardless of the outcome of any negotiations. There will be a positive financial impact to the Town if the Town Council chooses to lease the property required for developing an access road. The magnitude of the impact will be based on the outcome of the negotiations. Based upon this preliminary information, staff estimates that the Town's initial costs will be on the order of \$300,000 and the annual lease may range from \$50,000 to \$100,000.

PURCHASING REVIEW

The Purchasing Division has reviewed this item and recommends approval.

Attachments

cc: Mr. Jeff Greene, 95 N County Road, Palm Beach, FL
Jay Boodheshwar, Deputy Town Manager
Jane Le Clainche, Director of Finance
Eric Brown, P.E., Assistant Director of Public Works
Dean Mealy, Purchasing Manager
Chester Purves, Services Division Manager

Jeff Greene

95 N County Rd
Palm Beach, FL 33480
561-659-2233

November 16, 2020

Exhibit 1

Mayor Gail Coniglio
1139 North Ocean Blvd
Palm Beach, FL 33480

Dear Mayor Coniglio:

As I mentioned to you on our phone call earlier today, I own the property at 1501 Meathe Drive in West Palm Beach. This property is directly south of land on Skees Road owned by the Town of Palm Beach. These properties are on the attached plan.

I am just completing construction of two industrial buildings on my property. The only access into and out of my property is on Jog Road which often has very heavy traffic. Leaving my property to go south or arriving to my property from the north is not a problem, but leaving to go north or arriving from the south can be difficult and dangerous.

For this reason, an access through the Town of Palm Beach property as described on the attached plan, would be very helpful. Our prospective tenant Amazon would only use this access through the Town's property for cars and vans and the 18-wheelers will enter and exit through Jog Road.

We would have to pave the road through your property and make sure it is 30 feet wide. Of course, we will pay to do this and agree to restore it to what is there now at the end of the lease, if that is what the Town wanted.

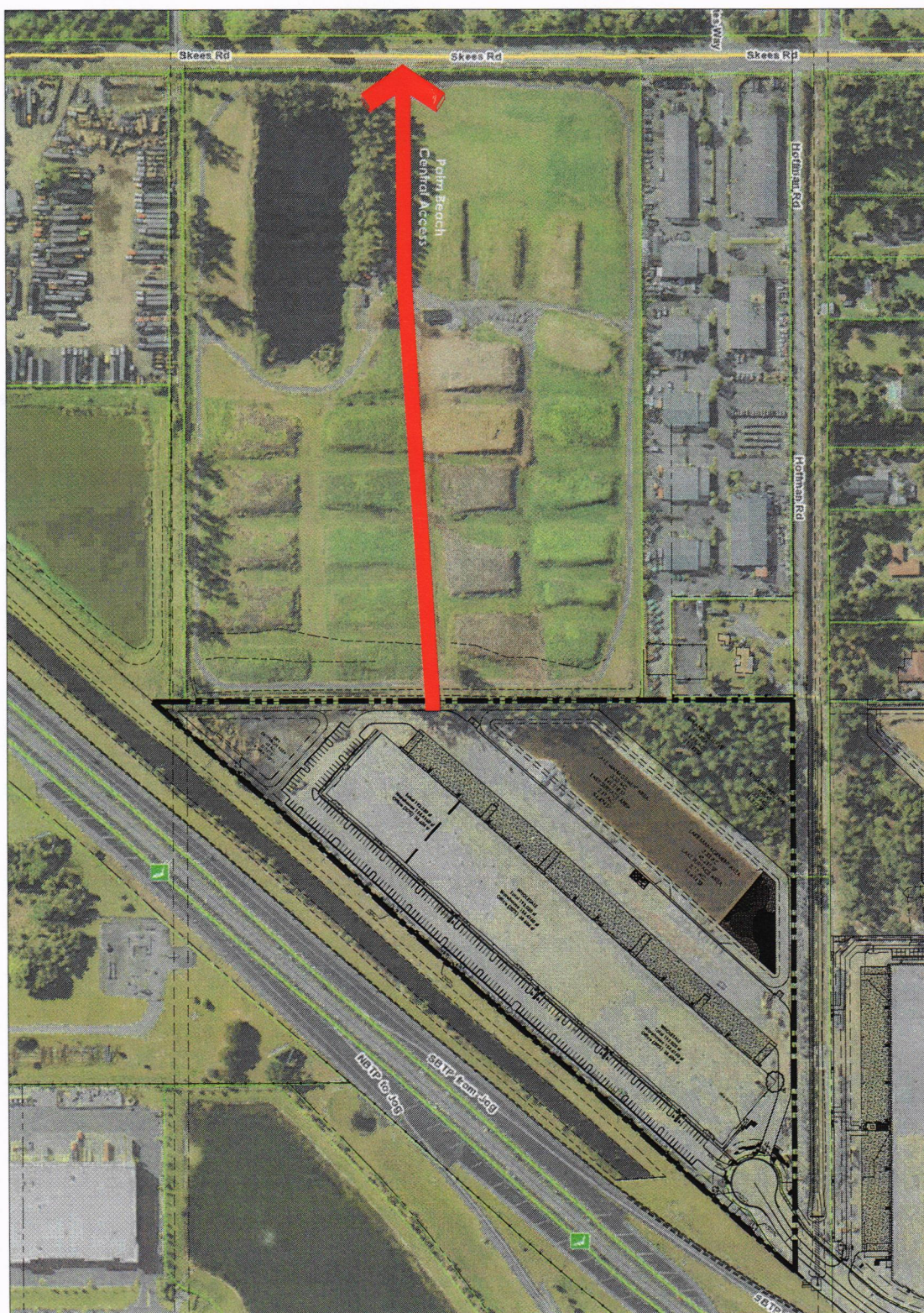
Please let me know if you can accommodate us with this and how much you think would be fair for this easement, which we'd only need for the term of the lease and options.

Thank you for your consideration.

Very truly yours,



Jeff Greene



Palm Beach County, Florida



455

455

Option A	SP-1
PCM Backup	PC1

SP-1
PCM

Date: 11/13/20
Scale: 1" = 100'-0"
Design By: JES
Drawn By: JES
Checked By: JES
File No. 529.03
Job No. 08-15

**APPRAISAL OF
APPROXIMATELY 1.23 ACRES OF LAND
WITHIN THE PARCEL
LOCATED AT
1300 SKEES ROAD
WEST PALM BEACH, FLORIDA 33411**

FOR

**H. PAUL BRAZIL, P.E.
DIRECTOR OF PUBLIC WORKS
TOWN OF PALM BEACH**

BY

**ROBERT B. BANTING, MAI, SRA
CERT GEN RZ4**

AND

**MICHELLE J. MICKLE
CERT GEN RZ3316**

WITH

**ANDERSON & CARR, INC.
521 SOUTH OLIVE AVENUE
WEST PALM BEACH, FLORIDA 33401**

**DATE OF INSPECTION: DECEMBER 17, 2020
DATE OF REPORT: DECEMBER 18, 2020
DATE OF VALUE: DECEMBER 17, 2020**

**FILE NO.: 2200652.000
CLIENT REFERENCE: P.O #210439 / SKEES ROAD EASEMENT**

December 18, 2020

Mr. H. Paul Brazil, P.E.
Director of Public Works
Town of Palm Beach
950 Old Okeechobee Road
West Palm Beach, FL 33401

Dear Mr. Brazil:

Pursuant to your request, we have personally appraised the real property being approximately 53,400 square feet or 1.23 acres of land area within the parcel known as 1300 Skees Road. The subject property is a 30 foot wide exclusive easement for ingress and egress purposes, which runs east and west across the southern boundary of the property located at 1300 Skees Road, and also along the south half of the east boundary of the parcel. The subject property is located on the east side of Skees Road, north of Belvedere Road and south of Hoffman Road in West Palm Beach. The property address is 1300 Skees Road, West Palm Beach, FL, 33411.

The purpose of this appraisal is to estimate the market value of the fee simple estate of the subject property, and the current market rent value, as of December 17, 2020. The intended use of the report is to assist the client and intended user in establishing a purchase or land lease. The intended user of this appraisal report is Town of Palm Beach and/or otherwise specified in writing. This report has been prepared for no other purpose and for use by no other person or entity than for use by the client for the purpose stated herein. Any other use of this appraisal is considered a misuse and thus the appraisers will not be held responsible for any outcome associated with use by another entity or for another purpose.

We have utilized "across the fence" appraisal methodology which is a land valuation method often used in the appraisal of corridors. The across the fence method is used to develop a value opinion based on comparison to abutting land. (The Dictionary of Real Estate Appraisal, 6th ed., Chicago: Appraisal Institute, 2015). The price or value of land adjacent to the corridor (i.e., across the fence) is considered for the valuation.

The across the fence methodology is also often used to value other small parcels of land with little utility and/or no development potential on a stand-alone basis. The subject property, due to its configuration, has little if any development potential or use to anyone other than the adjacent owners or as part of an assemblage for development. Properties of this type rarely sell, and when they do sell, are not typically exposed on the open market. They are almost exclusively purchased privately by adjacent landowners for assemblage into their property. Prices vary widely but are typically based on the unit values of the adjoining land. In more and more cases, the selling entities are not discounting prices because of size, configuration, or lack of stand-alone development potential.

Mr. H. Paul Brazil, P.E.
Director of Public Works
Town of Palm Beach
Page 2
December 18, 2020

The subject property is a strip of land measuring approximately 30' x 1,780' which is currently owned by the Town of Palm Beach. The subject property is a portion of PCN 00-42-43-27-05-004-0105 which contains approximately 28.89 acres. This subject parcel, will have little, if any, development potential to anyone other than the adjoining property owner. This type of property is almost exclusively purchased privately by the adjacent landowner for assemblage and almost never sold in the open market. Depending on the entities involved, the value of this type of property is sometimes discounted for size and width, configuration, and lack of development potential. In more and more cases, however, the selling parties demand full value with no discount based on an across the fence value.

In this case, the subject property is being proposed to be assembled into the adjacent property to the east for use as an exclusive ingress and egress easement. The adjacent property contains approximately 30 acres. This adjacent property is zoned CG/MUPD, General Commercial/Multiple Use Planned Development District with an underlying future land use designation of Industrial. The subject has a future land use designation of Industrial with a zoning designation of AR, Agricultural/Residential. This area is in transition as the future land use is Industrial from the south side of the L-2 Lake Worth Canal right-of-way to the north, to Belvedere Road to the south. It should be noted that our valuation does not take into account a discount for a stand-alone use and assumes that assemblage is the highest and best use.

We have utilized the sales comparison approach to value, the most common method used for valuing properties such as the subject property.

The global outbreak of a "novel coronavirus" known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO). It is currently unknown what direct, or indirect, effect, if any, this event may have on the national economy, the local economy or the market in which the subject property is located. The stock market has already responded negatively but has mostly recovered. However, the real estate market is much slower to react and different segments of the market appear to have been affected in different ways. For example, retail store sales and the lodging industries appear to have been adversely affected while the industrial and residential markets seem unaffected. There is very little market data available at this time to make quantifiable adjustments for this situation. We have attempted to take this into consideration in this report. The reader is cautioned that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated.

We have assumed a long term absolute net land lease with periodic adjustments for CPI changes over time.

Mr. H. Paul Brazil, P.E.
Director of Public Works
Town of Palm Beach
Page 3
December 18, 2020

As a result of our analysis, we have developed an opinion that the market value of the fee simple estate, and the current market rent value (as defined in the report), subject to the definitions, certifications, and limiting conditions set forth in the attached report, as of December 17, 2020 was:

MARKET VALUE: **\$13.50 per square foot and a total of \$720,000**

MARKET RENT VALUE: **\$50,400**

The following presents our analysis and conclusions in a narrative appraisal report. This letter must remain attached to the report, which contains 65 pages plus related exhibits, in order for the value opinion set forth to be considered valid. Your attention is directed to the General Limiting Conditions contained within this report.

Respectfully submitted,

ANDERSON & CARR, INC.



Robert B. Banting, MAI, SRA
Cert Gen RZ4



Michelle J. Mickle
Cert Gen RZ3316

RBB/MJM:cmp

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Qualifications for Robert B. Banting, MAI, SRA, Cert Gen RZ4

Qualifications for Michelle J. Mickle, Cert Gen RZ3316

Addendum: Engagement Letter



SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Client:	H. Paul Brazil, P.E. Director of Public Works Town of Palm Beach
Intended User:	Town of Palm Beach and/or otherwise specified in writing
Intended Use:	Establishing A Purchase Or Rental
Taxpayer of Record:	Town of Palm Beach
Property Rights Appraised:	Fee Simple Estate and Market Rent
Extraordinary Assumptions:	None
Hypothetical Conditions:	None
Unusual Market Externality:	Covid-19 Pandemic
Location:	Site is located on the east side of Skees Road, north of Belvedere Road and south of Hoffman Road in West Palm Beach.
Site/Land Area:	The subject site contains approximately 53,400 square feet or 1.23 acres.
Zoning:	AR, Agricultural/Residential by Palm Beach County
Land Use Plan:	IND, Industrial by Palm Beach County
Flood Zone & Map Reference:	Zone X (unshaded), Community Panel Number 12099C0558F, effective date of October 5, 2017
Census Tract:	0078.33
Current Use:	
Subject Parcel:	Vacant Agricultural/Residential
Adjacent Parcels:	Industrial

Highest and Best Use:

Subject Parcel:

Industrial

Adjacent Parcels:

Industrial

Exposure Time:

Six to twelve months

Marketing Time:

Six to twelve months

MARKET VALUE:

\$13.50 per square foot and a total of \$720,000

MARKET RENT:

\$50,400 per year

Date of Inspection:

December 17, 2020

Date of Report:

December 18, 2020

Date of Value:

December 17, 2020

Appraisers:

Robert B. Banting, MAI, SRA
Cert Gen RZ4

Michelle J. Mickle
Cert Gen RZ3316



CERTIFICATION

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported general limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, conclusions, and recommendations.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Michelle J. Mickle has made a personal inspection of the property that is the subject of this report. Robert B. Banting, MAI, SRA has not made a personal inspection of the property that is the subject of this report.

As of the date of this report, Robert B. Banting, MAI, SRA has completed the continuing education program of the Appraisal Institute.

No one provided significant real property appraisal or appraisal consulting assistance to the person signing this certification.



Robert B. Banting, MAI, SRA
Cert Gen RZ4



Michelle J. Mickle
Cert Gen RZ3316

GENERAL LIMITING CONDITIONS

1. Unless otherwise stated, the value appearing in this appraisal represents our opinion of the market value or the value defined as of the date specified. Values of real estate are affected by national and local economic conditions and consequently will vary with future changes in such conditions.
2. Possession of this report or any copy thereof does not carry with it the right of publication nor may it be used for other than its intended use. The physical report(s) remains the property of the appraiser for the use of the client. The fee being charged is for the analytical services only. The report may not be copied or used for any purpose by any person or corporation other than the client or the party to whom it is addressed, without the written consent of an officer of the appraisal firm of Anderson & Carr, Inc. and then only in its entirety.
3. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations efforts, news, sales or other media without written consent and approval of an officer of Anderson & Carr, Inc. nor may any reference be made in such public communication to the Appraisal Institute or the MAI, SRA or SRPA designations.
4. The appraiser may not divulge the material contents of the report, analytical findings or conclusions, or give a copy of the report to anyone other than the client or his designee, as specified in writing except as may be required by the Appraisal Institute, as they may request in confidence for ethics enforcement or by a court of law or body with the power of subpoena.
5. Liability of Anderson & Carr, Inc. and its employees are limited to the fee collected for the appraisal. There is no accountability or liability to any third party.
6. It is assumed that there are no hidden or unapparent conditions of the property, sub-soil, or structures which make it more or less valuable. The appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these facts.
7. This appraisal is to be used only in its entirety. All conclusions and opinions concerning the analysis which are set forth in the report were prepared by the appraisers whose signatures appear on the appraisal report. No change of any item in the report shall be made by anyone other than the appraiser and the appraiser and firm shall have no responsibility if any such unauthorized change is made.
8. No responsibility is assumed for the legal description provided or other matters legal in character or nature, or matters of survey, nor of any architectural, structural, mechanical, or engineering in nature. No opinion is rendered as to the title which is presumed to be good and merchantable. The property is valued as if free and clear of any and all liens and encumbrances and under responsible ownership and competent property management unless otherwise stated in particular parts of the report.
9. No responsibility is assumed for accuracy of information furnished by or from others, the clients, their designee, or public records. We are not liable for such information or the work of subcontractors. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit when possible. All are considered appropriate for inclusion to the best of our knowledge and belief.



10. The contract for appraisal, consultation or analytical service is fulfilled and the total fee payable upon completion of the report. The appraiser or those assisting the preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal in full or in part; nor engaged in post-appraisal consultation with client or third parties, except under separate and special arrangement and at an additional fee.
11. The sketches and maps in this report are included to assist the reader and are not necessarily to scale. Various photos, if any, are included for the same purpose and are not intended to represent the property in other than actual status as of the date of the photos.
12. Unless otherwise stated in this report, the appraisers have no reason to believe that there may be hazardous materials stored and used at the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
13. If applicable, the distribution of the total valuation of this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal, no matter how similar and are invalid if so used.
14. No environmental or impact studies, special market studies or analysis, highest and best use analysis study or feasibility study has been requested or made unless otherwise specified in an agreement for services or in the report. Anderson & Carr, Inc. reserves the unlimited right to alter, amend, revise or rescind any of the statements, findings, opinions, values, estimates or conclusions upon any previous or subsequent study or analysis becoming known to the appraiser.
15. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in this appraisal report.
16. The value estimated in this appraisal report is gross without consideration given to any encumbrance, lien, restriction, or question of title, unless specifically defined. The estimate of value in the appraisal report is not based in whole or in part upon the race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.
17. It is assumed that the property conforms to all applicable zoning, use regulations, and restrictions unless a nonconformity has been identified, described, and considered in this appraisal report.
18. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.



19. It is assumed that the use of the land and improvements is confined within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

20. This appraisal report has been prepared for the exclusive benefit of the client and intended users, Town of Palm Beach and/or otherwise specified in writing. This report has been prepared for no other purpose and for use by no other person or entity than for use by the client for the purpose stated herein. Any other use of this appraisal is considered a misuse and thus the appraisers will not be held responsible for any outcome associated with use by another entity or for another purpose.

21. The global outbreak of a "novel coronavirus" known as COVID-19 was officially declared a pandemic by the World Health Organization (WHO). It is currently unknown what direct, or indirect, effect, if any, this event may have on the national economy, the local economy or the market in which the subject property is located. The stock market has already responded negatively but has mostly recovered. However, the real estate market is much slower to react and different segments of the market appear to have been affected in different ways. For example, retail store sales and the lodging industries appear to have been adversely affected while the industrial and residential markets seem unaffected. There is very little market data available at this time to make quantifiable adjustments for this situation. We have attempted to take this into consideration in this report. The reader is cautioned that the conclusions presented in this appraisal report apply only as of the effective date(s) indicated.

22. We have assumed a long term absolute net land lease with periodic adjustments for CPI changes over time.

23. ACCEPTANCE OF, AND/OR USE OF THIS APPRAISAL REPORT CONSTITUTES ACCEPTANCE OF THE PRECEDING CONDITIONS.

EXTRAORDINARY ASSUMPTIONS

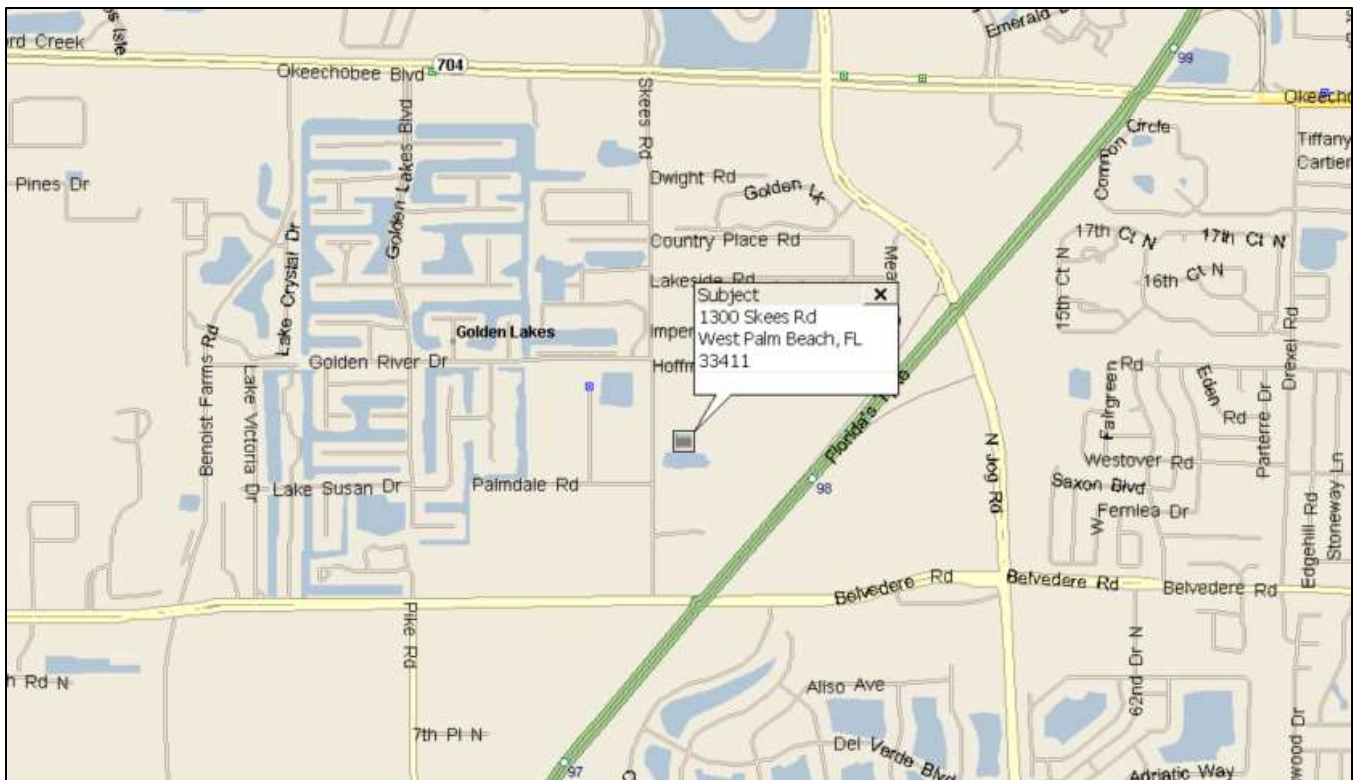
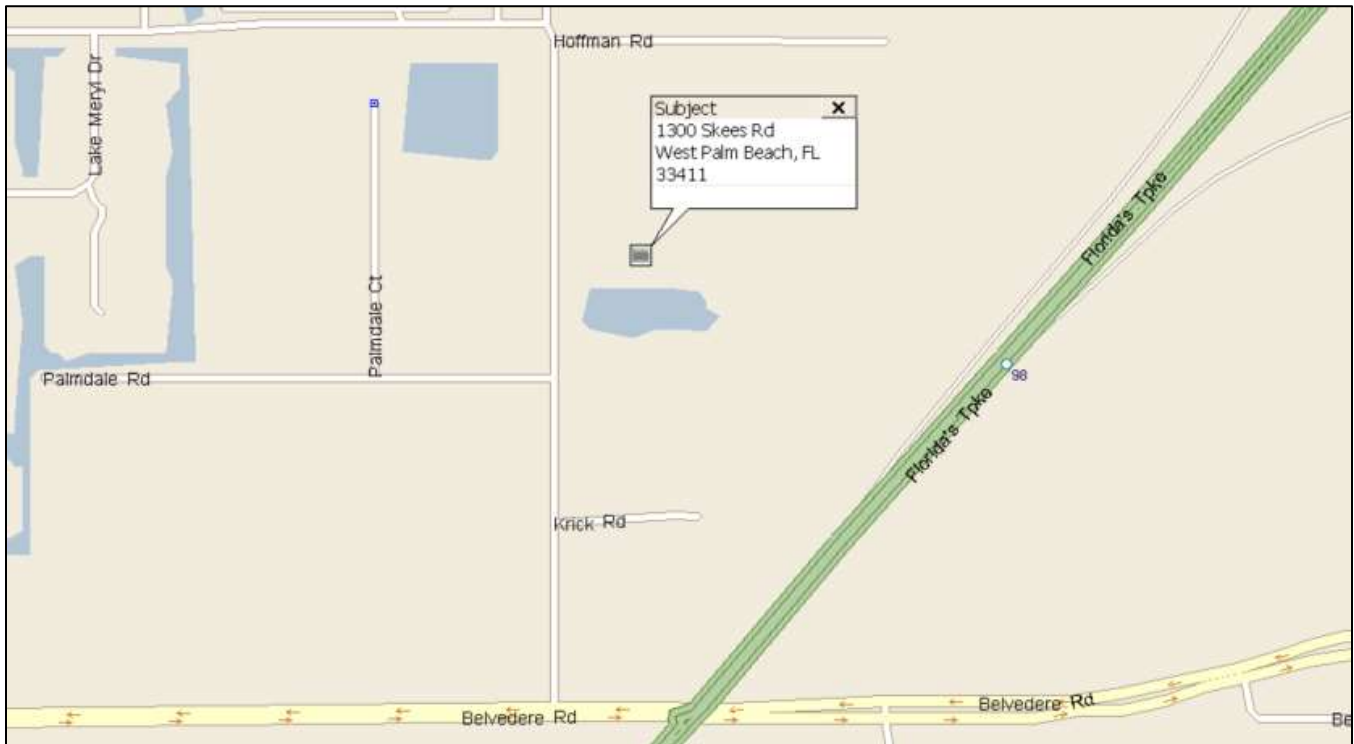
No Extraordinary Assumptions were utilized in the preparation of this appraisal.

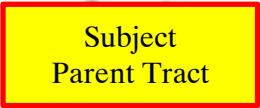
HYPOTHETICAL CONDITIONS

No Hypothetical Conditions were utilized in the preparation of this appraisal.



AREA/LOCATION MAPS

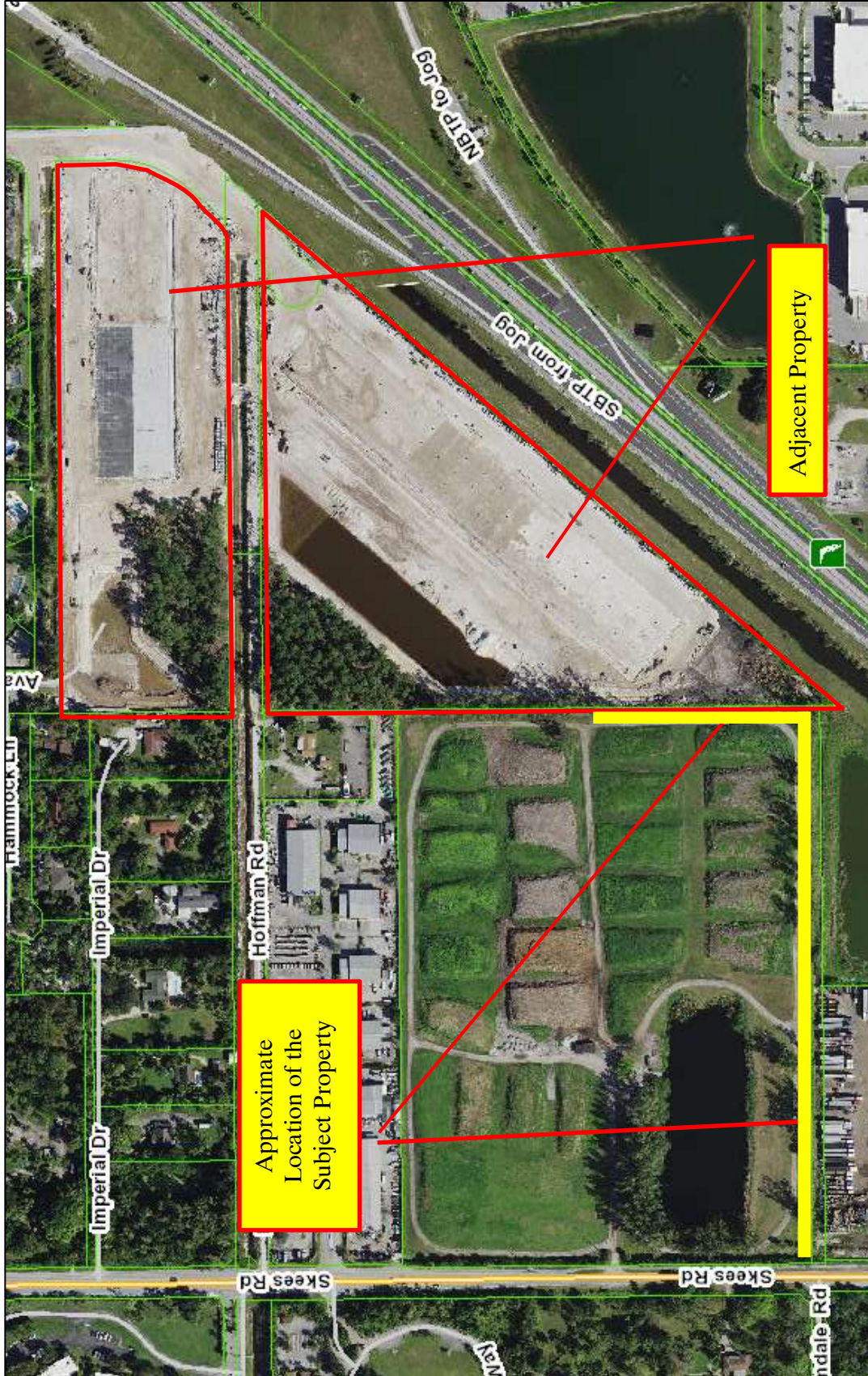




AERIAL PHOTOGRAPHS



Adjacent Parcel Location





SUBJECT PROPERTY PHOTOS (TAKEN DECEMBER 17, 2020)



Looking south from entrance to the property



Looking west from the entrance to the property



Looking northeast from the entrance to the property



Skees Road looking north



Skees Road, looking south



PURPOSE AND DATE OF VALUE

The purpose of this appraisal is to estimate the market value of the fee simple estate of the subject property, and the current market rent, as of December 17, 2020.

PROPERTY APPRAISED

The subject property consists of approximately 53,400 square feet or 1.23 acres of land area. The subject is a strip of land measuring approximately 30' x 1,780', which is currently owned by the Town of Palm Beach as part of their parcel PCN# 00-42-43-27-05-004-0105, known as 1300 Skees Road. The property is currently vacant land zoned agricultural/residential with an underlying future land use designation of Industrial by Palm Beach County. It is located on the east side of Skees Road, north of Belvedere Road and south of Hoffman Road in West Palm Beach.

LEGAL DESCRIPTION

The legal description for the parent tract of the subject property was taken from the County Property Appraiser's public access system.

PALM BEACH FARMS CO PL NO 3 TR 10 (LESS N 360 FT & W 8 FT SKEES RD R/W) BLK 4
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DISCLOSURE OF COMPETENCY

Per the Competency Rule contained within the Uniform Standards of Professional Appraisal Practice, the appraisers hereby affirm that they are competent to complete the appraisal assignment for which they have been engaged by the client.

INTENDED USE AND USER

The intended use of this report is to assist the client and intended user in establishing a purchase or rental price. The intended user of the report is Town of Palm Beach and/or otherwise specified in writing.

This report has been prepared utilizing generally accepted appraisal guidelines, techniques, and methodologies as contained within the Uniform Standard of Professional Practice (USPAP), as promulgated by the Appraisal Foundation.



CLIENT

Mr. H. Paul Brazil, P.E.
Director of Public Works
Town of Palm Beach
950 Old Okeechobee Road
West Palm Beach, FL 33401

DEFINITIONS

Market Value

The most probable price which a property should bring in a competitive and open market under all condition's requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) Buyer and seller are typically motivated; (2) Both parties are well informed or well advised, and acting in what they consider their own best interests; (3) A reasonable time is allowed for exposure in the open market; (4) Payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) The price represents normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) and the Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010).

Across The Fence Method

A land valuation method often used in the appraisal of corridors. The across the fence method is used to develop a value opinion based on comparison to abutting land. (The Dictionary of Real Estate Appraisal, 6th ed., Chicago: Appraisal Institute, 2015).

PROPERTY RIGHTS APPRAISED

The property rights appraised are those of the fee simple estate and market rent.

Fee simple estate is defined as absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat (The Dictionary of Real Estate Appraisal, 6th ed., Chicago: Appraisal Institute, 2015).

SCOPE OF ASSIGNMENT

We have utilized "across the fence" appraisal methodology which is a land valuation method often used in the appraisal of corridors. The across the fence method is used to develop a value opinion based on comparison to abutting land. The price or value of land adjacent to the corridor (i.e., across the fence) is considered for the valuation.

The across the fence methodology is also often used to value other small parcels of land with little utility and/or no development potential on a stand-alone basis. The subject property, due to its configuration, has little if any development potential or use to anyone other than the adjacent owners or as part of an assemblage for development. Properties of this type rarely sell, and when they do sell, are not typically exposed on the open market. They are almost exclusively purchased privately by adjacent landowners for assemblage into their property. Prices vary widely but are typically based on the unit values of the adjoining land. In more and more cases, the selling entities are not discounting prices because of size, configuration, or lack of stand-alone development potential.

The traditional appraisal approaches include the cost approach, the sales comparison approach, and the income capitalization approach. We have considered all three approaches in this assignment and determined the sales comparison approach to be applicable in this assignment.

In the process of gathering data for the sales comparison approach to value, we conducted a search of our appraisal files and public information sources such as the Palm Beach County Property Appraiser's public access system and the Palm Beach County Clerk's Office, as well as subscription based information services such as CoStar.com for comparable sales in the relevant market area. We searched for the most similar sales to the subject property.

The sales ultimately selected for further analysis were the best comparable sales we were able to find in this market. We obtained and verified additional information on the comparable properties with a party to the transaction, or a broker or agent of the parties when possible.

We inspected the exterior of the subject property and the comparables. Physical data pertaining to the subject property was obtained from an inspection of the premises and public information sources such as the Palm Beach County Property Appraiser's records. Other data pertaining to the subject property was obtained from the Palm Beach County Clerk's and Tax Collector's offices and local planning and zoning departments.



The product of our research and analysis is formulated within this report for analysis of and direct comparison with the subject property being appraised. Additionally, we have used original research performed in preparation of other appraisals by this office, which is considered appropriate for the subject property.

We make no warranty as to the authenticity and reliability of representations made by those with whom we verified sales, rental, and other information. We have taken due care in attempting to verify the data utilized in this analysis. We based our analysis and conclusions on overall patterns rather than on specific representations.

Per USPAP Standard Rule 2-2 this analysis is an Appraisal Report presented in written format. The analysis and conclusions of this appraisal assignment are presented in a narrative appraisal report.

TYPICAL BUYER PROFILE

Subject Property

The typical buyer for the subject property would be an adjacent property owner. Most likely they would purchase the property to increase the development potential of their existing property.

Adjacent Parcel

The typical purchaser of the adjacent parcel would be either a developer who would develop the site for lease or resale or an owner/user who would develop the site for his own use. The comparables utilized in the sales comparison approach to value reflect these trends.

FLORIDA REALTORS' ECONOMIST: NAR RELEASED ITS COMMERCIAL MARKET INSIGHTS REPORT

ORLANDO, Fla – The Commercial Market Insights report authored by the National Association of Realtors® Research Group was recently published in October 2020. Here are several key takeaways:

Vacancy up but not affecting rents – yet

Vacancy is expanding but rents remain stable as landlords seek to minimize revenue losses arising from occupancy losses.

Transaction volume cratering

Commercial sales transactions overall have contracted nearly 70% year-over-year in August 2020, according to Real Capital Analytics. The largest declines were in office and retail, falling by 73% respectively, while multifamily and industrial fared slightly better, declining by 65% and 62% respectively.

Increased risk premiums reflect market challenges

Commercial sales transactions overall have contracted nearly 70% year-over-year in August 2020, according to Real Capital Analytics. The largest declines were in office and retail, falling by 73% respectively, while multi-family and industrial fared slightly better, declining by 65% and 62% respectively.

Pricing holds steady

Prices have not seen a dramatic decrease despite overall occupancy concerns, particularly in multifamily and office. This is a reflection on what is trading – mostly prime properties with lower occupancy risk are transacting, while deals on even slightly questionable assets are not materializing.

Suburban office assets are attracting investment

Sales of office assets in Central Business Districts (CBD) have fallen more than sales in suburban markets, reflecting increasing investor interest outside of dense urban cores, though suburban assets are still seen as more risky investments compared to CBD assets.

Industrial is the darling but not always a sure thing

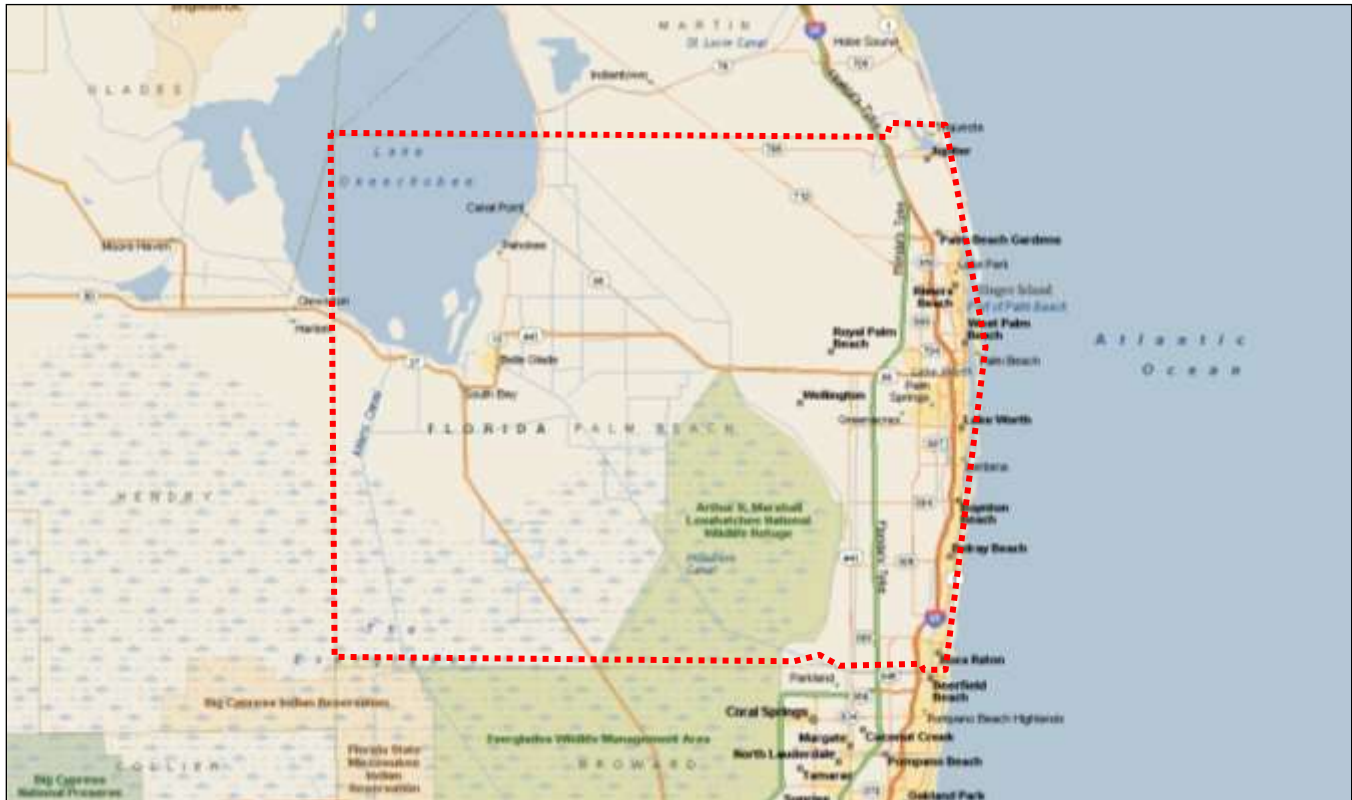
The industrial slice of the market has been doing well throughout the pandemic, but it is important to note that not every industrial property is a logistics property or Amazon. While e-commerce has pulled this property type to the front of the pack, there are still headwinds holding back recovery. Still, success in industrial poses increased risk to retail as shifting consumer behavior favors industrial distribution of goods over direct purchase through brick-and-mortar retail.

Jennifer Quinn is a Florida Realtors Economist and Director of Economic Development

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PALM BEACH COUNTY SUMMARY



Geography

Palm Beach County is located along Florida's Southeast coast. It is bordered by Martin County to the north, Hendry and Glades Counties to the west, Broward County to the south and the Atlantic Ocean to the east. The northwestern portion of the county is made up of Lake Okeechobee, the largest freshwater lake in Florida. The county is located approximately 80 miles north of Miami and 260 miles south of Jacksonville.

Palm Beach County encompasses approximately 2,203 square miles with roughly 1,974 square miles of land area, 229 square miles of water, and 47 miles of coastline. According to the U.S. Census Bureau's 2015 estimate, Palm Beach County has a population of 1,422,789: an increase of 7.8 percent from the 2010 census statistics of 1,320,134. The vast majority of the county's growth has been a result of in-migration from the northern states as well as from Miami-Dade and Broward Counties to the south. Palm Beach County ranks as the third most populous county in Florida behind Miami-Dade and Broward Counties.

The county includes 38 incorporated municipalities; the largest of which is West Palm Beach, the county seat. Boca Raton, located at the south end of the county, is the second largest city and one of the highest income retail trade areas in the United States.



Miami-Dade, Broward and Palm Beach Counties are known as the “Gold Coast”. This area is approximately 110 miles from north to south, but only 20 miles wide at its widest points. This is the second longest urbanized area in the United States, just behind the New York Metropolitan area.



Transportation

Vehicular Travel

Interstate 95 is a major north/south thoroughfare that connects Palm Beach County to the southeastern and northeastern portions of the state, and then continues along the Eastern Seaboard to Maine. Florida's Turnpike also passes through the county and provides connections to Miami-Dade and Broward Counties to the south and Orlando to the north, connecting with I-75 around Leesburg, FL. Other north/south highways include A1A, U.S. Highway 1, Congress Avenue, Military Trail and U.S. 441. A1A connects the coastal communities along the eastern edge of the county while U.S. 441 connects the more western communities such as Wellington and Jupiter Farms. There are numerous local east/west roadways with Southern Boulevard and Blue Heron Boulevard providing access to the most western portions of the county including Belle Glade, as well as Florida's West Coast.

Airport

Palm Beach International Airport (PBI) is centrally located 2.5 miles from downtown West Palm Beach and adjacent to I-95 providing air service for communities throughout Palm Beach County. PBI opened in 1988 and has expanded over the past 30 years. There are currently fourteen major airlines operating with numerous domestic flights and international flights to the Bahamas and Canada. The airport's growth necessitated a direct access overpass interchange with I-95 which significantly improved ingress and egress for the airport. Palm Beach County is also home to four commercial executive airports.

Rail Service and Transit

There are two main rail corridors in Palm Beach County, the Florida East Coast railway and CSX railway, partially owned by the Florida Department of Transportation to run the Tri-Rail commuter trains. AmTrak is a passenger train that runs throughout the county connecting passengers to other parts of the country. Brightline, the express intercity high-speed rail system runs service between Miami and West Palm Beach with a single intermediate stop in Ft. Lauderdale. It began service in May 2018, with an extension from West Palm Beach to Orlando via Melbourne planned to open in late 2021. Palm Tran is Palm Beach County's public transportation provider for fixed route passenger bus service. It also operates Palm Tran CONNECTION and provides paratransit services for qualified users. Local municipalities and Tri-rail provide various trolley and shuttle services throughout Palm Beach County.

Port of Palm Beach and Intracoastal Waterway

The Port of Palm Beach is located in Riviera Beach, FL and is an independent taxing authority district with a five-member Board of Commissioners. It has an annual cargo tonnage of 5.1 and passenger traffic of 550,000. It is the fourth busiest container port of Florida's 14 deep water ports and 18th in the United States. Unlike most ports in the US, the Port of Palm Beach is an export port, with approximately 80% of its cargo being exported. The majority of the cargo goes to support the island nations of the Caribbean, supplying 60% of everything consumed in the Bahamas. It is home to Bahamas Paradise Cruise Line offering two-day cruises to Grand Bahama Island. The Intracoastal Waterway represents one of Palm



Beach County's most identifiable marine destinations. Roughly 43 miles of waterway serve as a regional connector between 23 of the county's municipalities.



Economy

At 2,000 square miles, Palm Beach County is the largest in area for the State of Florida. The county had experienced favorable demographic and economic conditions over the past five years until March 2020 with the onset of COVID-19. Although job and demographic growth had outpaced the U.S. across the board for the past several years, this area has been dramatically affected by the recent pandemic that has caused economic conditions to change rapidly across the world.

The county's current population of 1.5 million has grown by close to 15% over the past decade, more than double the rate of the remainder of the country. In early 2020, the county's labor market had grown by 15% over the past five years. The unemployment rate according to the U.S. Bureau of Labor Statistics in January 2020 was 3.6%, however, with the closing of retail stores, restaurants and hotels, unemployment has skyrocketed to 14.1%, a twelve month change up 11%.

Palm Beach County has greatly benefited from Florida's lack of a state income tax. The region has always been popular with wealthy individuals from across the country and the world, but over the past five years has seen an even greater influx of wealthy individuals active in the financial services industry living in high tax states, bring significant parts of their wealth and business to the area. The tax dynamic, combined with a very strong business services infrastructure and a large talent pool, has created more jobs.

Palm Beach County's 650,000 strong labor force is service driven, with over 80% of the labor force employed in private service provision. Trade and transportation are the largest sector with close to 20% of the county's jobs. Palm Beach County's agricultural output ranks the highest in the state nearly doubling that of Miami-Dade. It consists of over 1,400 farms with over \$1 billion in sales of crops and a \$10 billion economic impact.

The largest employer in Palm Beach County is the Palm Beach County School Board, the tenth largest school district in the United States, with close to 23,000 employees and a \$3.5 billion dollar budget for the 2019-2020 school year. Palm Beach County employment by industry is shown in the following table. The forecast is very uncertain due to the unknown effects of the COVID-19 pandemic.



Economy

Palm Beach Industrial

PALM BEACH EMPLOYMENT BY INDUSTRY IN THOUSANDS

NAICS Industry	Current Level		12 Month Change		10 Year Change		5 Year Forecast	
	Jobs	LQ	Market	US	Market	US	Market	US
Manufacturing	17	0.4	-18.11%	-21.20%	0.70%	-1.30%	3.66%	4.24%
Trade, Transportation and Utilities	88	1.0	-24.56%	-23.90%	-0.92%	-1.52%	5.60%	5.42%
Retail Trade	60	1.2	-24.21%	-23.33%	-0.92%	-1.85%	5.52%	5.23%
Financial Activities	38	1.2	-12.69%	-12.33%	0.74%	-0.05%	3.13%	3.12%
Government	67	0.7	3.14%	1.77%	0.22%	0.11%	0.58%	0.40%
Natural Resources, Mining and Construction	35	1.2	-11.15%	-13.57%	3.51%	1.34%	3.59%	3.28%
Education and Health Services	104	1.0	-1.78%	0.06%	2.56%	1.92%	1.30%	1.21%
Professional and Business Services	103	1.3	-11.91%	-10.37%	2.08%	1.32%	3.19%	2.98%
Information	9	0.8	-12.60%	-8.00%	0.16%	-0.09%	2.01%	1.94%
Leisure and Hospitality	78	1.3	-14.49%	-13.89%	1.47%	0.89%	3.55%	3.53%
Other Services	28	1.3	-17.25%	-16.67%	0.11%	-0.82%	3.79%	3.44%
Total Employment	541	1.0	-15.49%	-14.07%	0.71%	-0.07%	3.88%	3.46%

Source: Oxford Economics
LQ = Location Quotient



Commercial Real Estate

Industrial

Leasing- Weakened demand led to mild upward pressure before the onset of the coronavirus pandemic. New supply mirrored weakening demand conditions.

Rent- Palm Beach industrial rents are close to \$12.10 per SF, a third above the national average. Industrial space dispersion across the metro translates to a wide rent range from \$9/SF to \$16/SF.

Construction- Construction continues but has slowed down, which will likely cause future deliveries and groundbreakings to be delayed. There is currently 1.2 million SF under construction, close to the national average.

Sales- The current uncertain environment suggests that transaction activity is likely to slow, as uncertainty heavily weighs on investors and lenders. Prices are at \$140/SF.



Overview

Palm Beach Industrial

12 Mo Deliveries in SF

381 K

12 Mo Net Absorption in SF

(13.3 K)

Vacancy Rate

3.9%

12 Mo Rent Growth

3.6%

With an average submarket size that is six times smaller than in neighboring Miami and Fort Lauderdale, Palm Beach County is Florida's largest county by area, and industrial properties are widely dispersed across the metro. Most industrial space is off of I-95, and the most significant nodes containing clusters of warehouses over 75,000 SF are near Palm Beach Gardens and just north of Boca Raton. Palm Beach industrial demand is primarily driven by the local economy, though some demand comes from trade activity at the Port of Palm Beach.

Vacancies were on the rise for several quarters before the coronavirus pandemic onset. Though the crisis is having a limited operational impact on the metro's industrial market so far, the weakening economic outlook will weigh down demand and looks set to push vacancies up and rents down by the end of the year.

Deal volume for the year before the onset of the crisis was robust. Activity in the first quarter of this year was among the strongest over the past few years, even though transaction volume declined significantly since March. But despite the strong deal momentum, the economic fallout will likely cause prices to drop for the first time in more than a decade.

We are continuously updating our market analytics on CoStar.com to reflect the fallout from the onset of the coronavirus pandemic. You may run alternative economic scenarios by navigating to the Market Analytics tab and selecting the Data Export menu. On the right-hand side of the page, you may choose from several scenarios before you download data. If you want to get more information on the assumptions made under each situation, please navigate to the top of the Data Export page, and select Documentation, and U.S. Economic Scenario Descriptions.

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
Logistics	41,136,177	4.1%	\$11.55	7.6%	5,764	0	1,036,083
Specialized Industrial	11,301,785	2.3%	\$10.95	7.8%	0	0	0
Flex	11,723,056	4.4%	\$15.30	7.5%	(30,341)	0	198,650
Market	64,161,018	3.9%	\$12.13	7.6%	(24,577)	0	1,234,733
Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	0.1%	5.4%	4.9%	11.0%	2009 Q4	2.5%	2017 Q4
Net Absorption SF	(13.3 K)	598,970	596,167	2,215,647	2005 Q3	(2,369,770)	2009 Q3
Deliveries SF	381 K	769,528	905,232	1,797,201	2000 Q4	9,060	2013 Q2
Rent Growth	3.6%	2.2%	2.8%	6.4%	2001 Q1	-4.3%	2009 Q4
Sales Volume	\$332 M	\$183.2M	N/A	\$429.6M	2019 Q3	\$35.6M	2010 Q1



Office

Leasing- Before the onset of the coronavirus pandemic vacancies had steadily declined over the past decade. It is too early to evaluate the impact on office employment as both state and federal government have implemented support measures to businesses through the pandemic.

Rent- The demand outlook remains uncertain as the full impact of the coronavirus pandemic is undetermined at this point. A weakening economic outlook will likely translate to significantly lower rent growth over the next few quarters.

Construction- Construction has slowed and the disruption of the global supply chain will complicate the sourcing of building materials. The construction pipeline is at 1.3 million SF, the highest over the past decade.

Sales- As with the rest of the country, the pandemic has disrupted financing and added uncertainty when pricing transactions that are currently in the pipeline.

Overview

Palm Beach Office			
12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	12 Mo Rent Growth
217 K	(389 K)	10.0%	5.0%

The coronavirus pandemic has had a significant operational impact on Palm Beach's office market. Construction has slowed down and the vast majority of companies have transitioned their employees to work from home. The majority of the county's office employment sector is operational remotely, while those that have to work with public offices and the court system are at a standstill, as public offices will remain closed in the foreseeable future.

It is too early to evaluate the impact on office employment, as both the state and federal government implemented measures to support, especially small and medium-sized, businesses in the area. Both the national and the Palm Beach metro office employment growth decelerated before the onset of the coronavirus

pandemic. Any further weakness in office employment growth is likely to impact demand for space, especially new deliveries, as well as rent growth.

We are continuously updating our market analytics on CoStar.com to reflect the fallout from the onset of the coronavirus pandemic. You may run alternative economic scenarios by navigating to the Market Analytics tab and selecting the Data Export menu. On the right-hand side of the page, you may choose from several scenarios before you download data. If you want to get more information on the assumptions made under each situation, please navigate to the top of the Data Export page, and select Documentation, and U.S. Economic Scenario Descriptions.

KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
4 & 5 Star	13,830,666	13.4%	\$44.38	18.6%	7,188	0	873,757
3 Star	28,147,988	9.0%	\$33.57	11.9%	(5,578)	0	410,436
1 & 2 Star	14,681,143	8.9%	\$29.38	10.8%	(64,535)	0	0
Market	56,659,797	10.0%	\$35.25	13.3%	(62,925)	0	1,284,193
Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	0.7%	11.5%	10.8%	17.2%	2010 Q3	6.5%	2000 Q2
Net Absorption SF	(389 K)	545,593	463,313	2,162,727	2004 Q4	(1,319,077)	2008 Q1
Deliveries SF	217 K	780,836	743,628	2,670,378	2008 Q4	65,949	2012 Q2
Rent Growth	5.0%	2.4%	2.1%	8.9%	2016 Q3	-7.6%	2009 Q4
Sales Volume	\$670 M	\$808.1M	N/A	\$1.4B	2015 Q2	\$101.4M	2009 Q4



Retail

Leasing- At the onset of the pandemic, vacancies were close to the lowest point over the past decade, however, the retail sector's outlook is uncertain. As the market reopens, the affluent seasonal residents who remained in the area may help mitigate the demand fallout caused by the pandemic.

Rent- Rental rates are currently at \$28/SF, close to a third above the national average. The coastal submarket has the highest retail asking rents at more than double the metro average.

Construction- Construction activity has slowed significantly as the sourcing of building materials became more complicated and expensive. There is close to 680,000 SF under construction.

Sales- The current uncertain environment across the globe suggests that transaction activity is likely to slow, as uncertainty weighs heavily on investors and lenders.

Overview

12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	12 Mo Rent Growth
441 K	80.2 K	4.7%	4.2%

Vacancies were stable and close to 4.5.% before the onset of the coronavirus pandemic. A reasonably low level of deliveries over the past decade, coupled with strong demand, sent the vacancy rate on a downward trajectory for the better part of the past 10 years.

The metro's major retail drivers include favorable demographics, median household incomes that are close to the U.S. average, and a large number of retirees, many of which spend part of the year in the area. While Palm Beach is less reliant on tourist activity, when compared to neighboring Miami and Fort Lauderdale, the onset of the coronavirus pandemic in March had a profound and immediate negative impact on the metro's retail sector. All retail outlets, except grocery stores and other pharmacies, were ordered to close overnight, leading to significant loss of business activity.

Construction has been very measured over the decade before the onset of the coronavirus pandemic, and the

prelease rate for properties in the works is close to 95%. Sales activity over the past few quarters was healthy, prolonging a multi-year stretch of good investment conditions. The outlook for the market remains uncertain, as social distancing measures have not only caused an immediate loss of business but will weigh heavily on demand for the rest of the year.

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KEY INDICATORS

Current Quarter	RBA	Vacancy Rate	Market Rent	Availability Rate	Net Absorption SF	Deliveries SF	Under Construction
Malls	9,888,087	3.3%	\$32.89	2.6%	(10,475)	0	0
Power Center	3,526,642	5.6%	\$30.47	6.9%	(13,500)	0	0
Neighborhood Center	30,131,641	6.1%	\$26.71	8.4%	(42,252)	0	243,229
Strip Center	5,020,751	6.6%	\$25.87	5.6%	(30,821)	0	0
General Retail	30,220,131	3.5%	\$28.16	4.5%	215,520	222,800	288,261
Other	860,067	0.7%	\$35.80	2.5%	0	0	148,857
Market	79,647,319	4.7%	\$28.25	5.9%	118,472	222,800	680,347
Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	0.1%	5.8%	5.5%	8.7%	2010 Q1	3.4%	2006 Q1
Net Absorption SF	80.2 K	536,863	364,591	1,499,808	2007 Q1	(928,843)	2009 Q3
Deliveries SF	441 K	725,386	682,638	2,537,314	2006 Q4	186,573	2012 Q1
Rent Growth	4.2%	1.6%	2.2%	6.1%	2017 Q1	-5.9%	2009 Q3
Sales Volume	\$712 M	\$627.5M	N/A	\$1.6B	2015 Q3	\$136.3M	2009 Q3



Multi-Family

Vacancy- The metro has benefited from substantial population gains over the past decade, however, economic uncertainty over the medium term looks set to dampen the apartment outlook.

Rent- Asking rents have been on the decline since the onset of the pandemic wiping out most of the rent gains over the past year. Rent declines are weighing more heavily on high-end apartments, as the metro has seen substantial supply gains in the category over the past few years.

Construction- The onset of the pandemic slowed construction and may lead to project delays and a slowdown in groundbreakings over the next few months as owners, lenders and developers come to grips with the changing economic landscape.

Sales- Palm Beach apartment prices rose by close to 60% over the five years prior to the onset of the coronavirus pandemic. The outlook, however, has changed as the current environment suggests that transaction activity is likely to slow.



Overview

Palm Beach Multi-Family

12 Mo. Delivered Units

1,295

12 Mo. Absorption Units

415

Vacancy Rate

8.0%

12 Mo. Asking Rent Growth

0.1%

The onset of the coronavirus pandemic is having an immediate and significant impact on the Palm Beach apartment market. Over the short term, construction has slowed, causing future deliveries and groundbreakings to be delayed. The disruption to the global supply chain is causing construction material prices to rise. Some proposed projects could be canceled, depending on how firm financing arrangements are and how deteriorating demand conditions are impacting a project's viability.

Rent growth is the most significant casualty since the onset of the pandemic. Asking rents have declined, wiping out the year-over-year rent growth. Meaningful rent declines are expected by the end of the year. Areas with higher construction activity will fair worse than markets with lower rent-to-income ratios and more moderate construction activity. The focus has now shifted to collecting rents.

Vacancies have not moved significantly since the onset of the pandemic, as the crisis is impacting the entire

market. Landlords are working with tenants that have been adversely affected by providing rent discounts, waiving late fees, and working out longer-term payment plans. Vacancies are set to rise by the end of the year, primarily because of the new supply coming to market. Apartment lease-up periods are expected to rise, as people opt to renew rather than upgrade or move amid a period of economic uncertainty.

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KEY INDICATORS

Current Quarter	Units	Vacancy Rate	Asking Rent	Effective Rent	Absorption Units	Delivered Units	Under Constr Units
4 & 5 Star	28,261	10.0%	\$1,859	\$1,829	81	0	3,641
3 Star	26,435	7.0%	\$1,498	\$1,487	7	0	1,035
1 & 2 Star	12,303	5.8%	\$1,142	\$1,135	(1)	0	0
Market	66,999	8.0%	\$1,633	\$1,613	87	0	4,676
Annual Trends	12 Month	Historical Average	Forecast Average	Peak	When	Trough	When
Vacancy Change (YOY)	1.2%	7.9%	9.5%	10.0%	2009 Q1	5.2%	2014 Q3
Absorption Units	415	1,111	1,168	3,570	2018 Q3	(315)	2006 Q3
Delivered Units	1,295	1,277	1,501	3,216	2017 Q2	0	2011 Q4
Demolished Units	0	67	80	396	2018 Q1	0	2020 Q2
Asking Rent Growth (YOY)	0.1%	2.4%	0.6%	6.8%	2006 Q3	-3.3%	2008 Q4
Effective Rent Growth (YOY)	0.7%	2.4%	0.6%	6.7%	2006 Q3	-3.2%	2008 Q4
Sales Volume	\$446 M	\$553.1M	N/A	\$1.9B	2018 Q2	\$61.6M	2009 Q1



Residential Real Estate

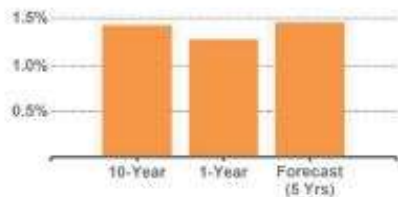


DEMOGRAPHIC TRENDS

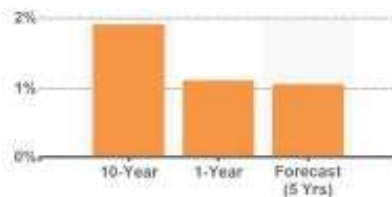
Demographic Category	Current Level		Current Change		10-Year Change		Forecast Change (5 Yrs)	
	Metro	U.S.	Metro	U.S.	Metro	U.S.	Metro	U.S.
Population	1,512,113	330,224,188	1.3%	0.7%	1.4%	0.7%	1.4%	0.7%
Households	561,225	122,475,989	1.2%	0.5%	0.9%	0.7%	1.4%	0.6%
Median Household Income	\$63,325	\$64,253	2.4%	3.5%	2.5%	2.5%	3.2%	3.7%
Labor Force	746,395	164,436,359	1.1%	0.9%	1.9%	0.7%	1.1%	0.5%
Unemployment	3.1%	3.5%	-0.3%	-0.3%	-0.8%	-0.7%	-	-

Source: Oxford Economics

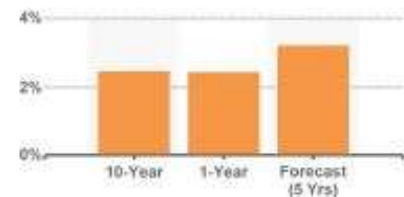
POPULATION GROWTH



LABOR FORCE GROWTH



INCOME GROWTH



Source: Oxford Economics

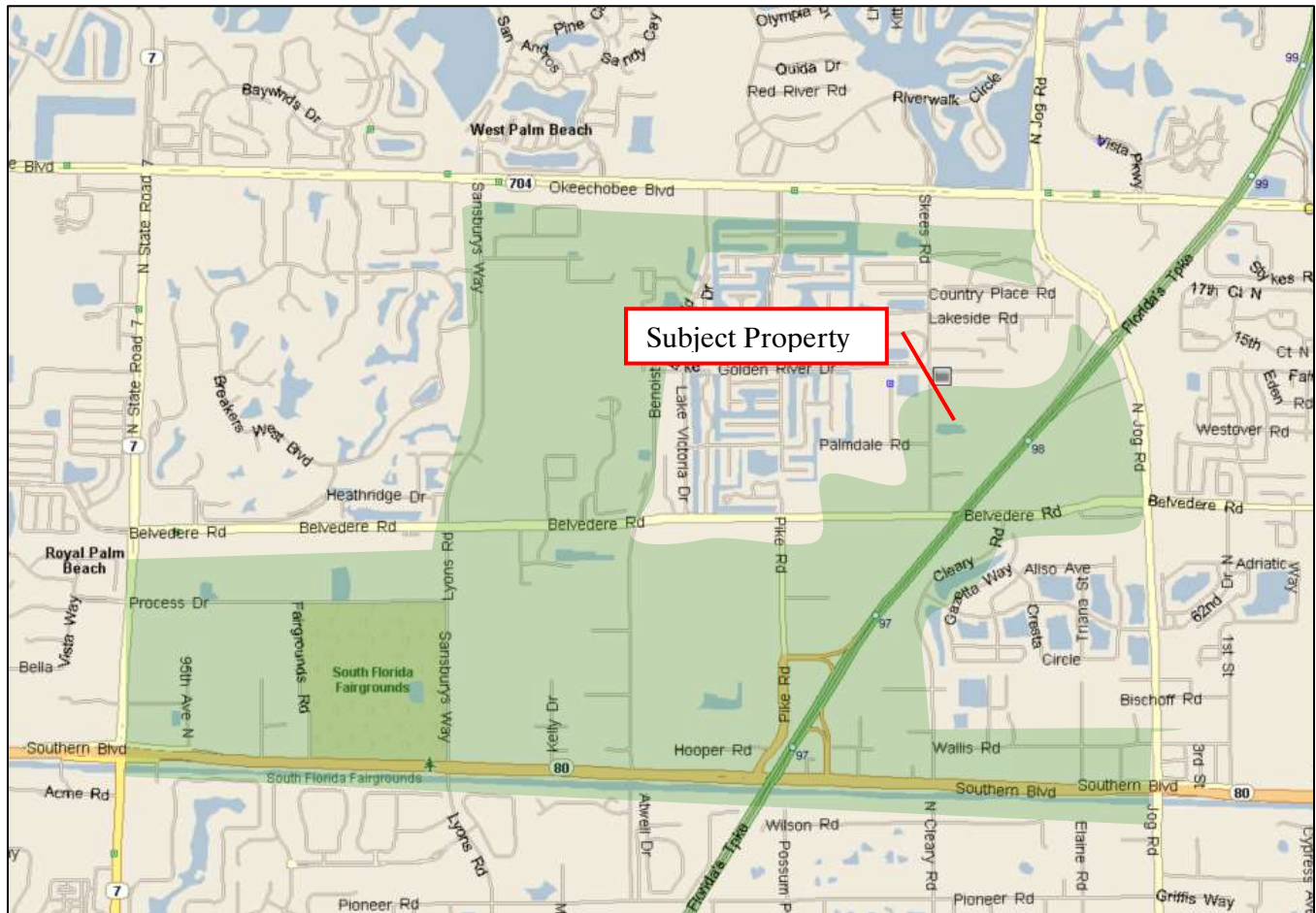
Conclusion

Some of the factors that fed Palm Beach County's past growth diminished in 2007 with a decline in the national economy which included reduced home prices and high unemployment. This trend continued until the middle of 2011 when signs of stabilization began to emerge. In the fourth quarter 2011, sales activity began to show signs of recovery. A slow but steady rebound in the market continued into the beginning of 2020. This changed in mid-March 2020 with the closing of schools, retail stores and all non-essential businesses due to the COVID-19 pandemic. With all of the closures and a stay safe at home recommended by the CDC, unemployment rates increased all over the United States and the world.

Though long-term outlooks are uncertain due to the coronavirus pandemic, Palm Beach County as compared to many other areas of the country is considered positive due to the broad employment base and desirability as a winter tourist destination. There continues to be an influx from the northeast as the early intensity of the pandemic hit the NYC metro and many are moving to the area to escape months of quarantine. As population grows, more supporting commercial, industrial, and service development will be required. These factors, combined with a finite quantity of developable land create a positive real estate outlook for the future.



NEIGHBORHOOD SUMMARY



The neighborhood surrounding the subject property is bounded on the north by Okeechobee Boulevard, to the south by Southern Boulevard, to the west by SR 7 and to the east by North Jog Road. The main north/south arteries within the area are SR 7 (US 441), Jog Road, and the Florida Turnpike. Interior neighborhood north/south roads are Lyons Road, Pike Road, Skees Road, and Clearly Road. The main east/west arteries are Okeechobee Boulevard, Belvedere Road and Southern Boulevard. The neighborhood is primarily industrial with surrounding residential neighborhoods. Commercial uses can be found along the main highways particularly near main intersections.

Southern Boulevard in this area was improved into an east-west limited access thoroughfare a number of years ago. SR 7, Okeechobee Boulevard, Southern Boulevard and Belvedere Road are improved with a number of retail centers, offices, gas stations, and large individual retailers and some industrial uses. Several years ago, a Florida's Turnpike interchange was installed at Southern Boulevard.

The interior of subject area is composed of heavy and light industrial uses and the Palm Beach County Fair Grounds. The area includes a new industrial park on Clearly Road and two others nearby on Southern Boulevard and at Belvedere Road and North Jog Road. The area also includes a large vehicle auction yard/facility, a large PBC Firefighters headquarters facility, as well as a large Solid Waste construction debris yard. Many of the industrial uses east of Florida's Turnpike are work or open production yards with several large vehicle storage yards.

The subject area experienced rapid growth over the past decade or two with residential PUD's, a few industrial parks, and commercial development along the main arteries. In general, property values have experienced increases over the past several years. Normally we would expect this trend to continue at a slow/moderate pace into the foreseeable future barring significant downturns in the economy. That said, with the current COVID-19 crisis beginning to affect the country and the world in the past few months, the near term outlook is uncertain. We have yet to see any direct market evidence of market pull back. However, some price deflation could be possible in the near term as the pandemic plays out around the country and around the globe.

PROPERTY DATA**Taxpayer of Record**

Town of Palm Beach

Palm Beach County Property Control Number(s)

00-42-43-27-05-004-0105 (a portion of)

Assessed Value and Taxes for 2020

Not Applicable



Census Tract

The subject property is located in census tract 0078.33.

Census Tract Map

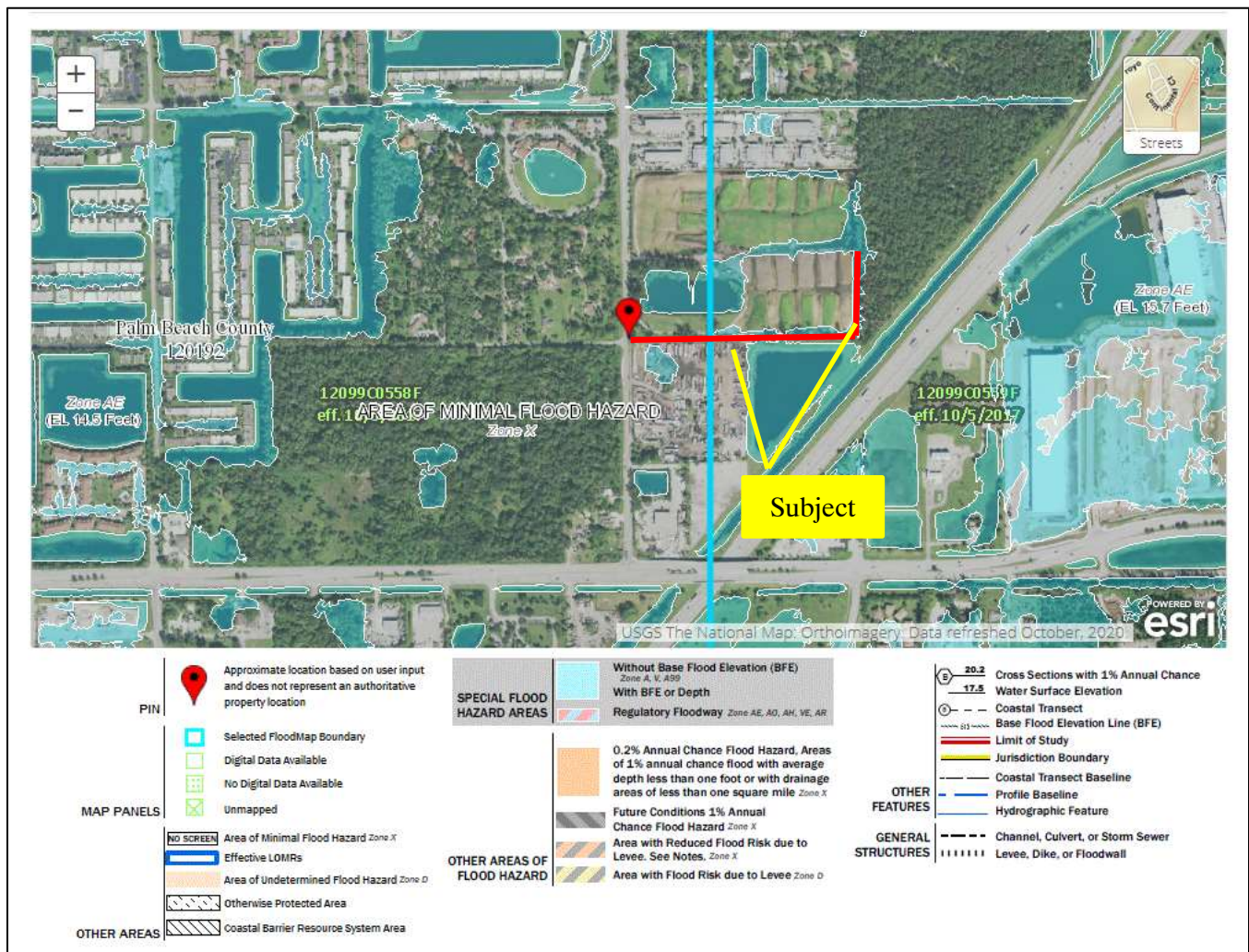


Flood Zone Designation

The subject property is located on the National Flood Insurance Program Map on Community Panel Numbers 12099C0558F and 12099C0559F, both with an effective date of October 5, 2017. The subject appears to primarily lie in an area designated as Zone AE.

Flood Zone AE is part of a special flood hazard area subject to 1% annual chance of flood. Zone AE is a special flood hazard area with a base flood zone elevation determined (water-surface elevation of the 1% annual chance flood).

Flood Map



Zoning and Future Land Use

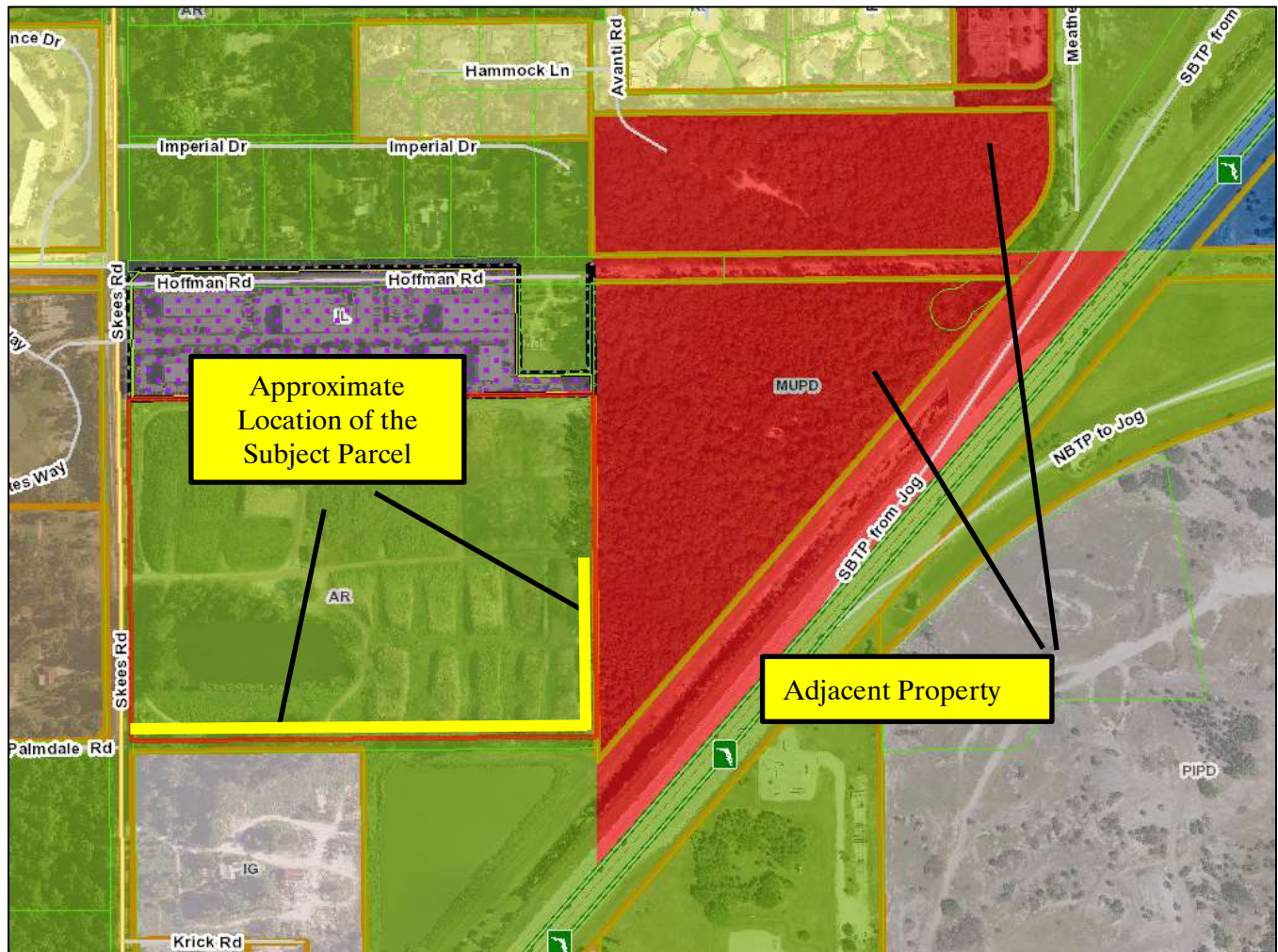
The subject property's use is dictated by the Palm Beach County Zoning Code and Comprehensive Plan. The Palm Beach County zoning and future land use maps indicate the subject property has a zoning designation of AR, Agricultural Residential District, with an underlying land use designation of IND, Industrial.

Permitted uses include but are not limited to, as follows:- a limited number of low density residential and agricultural uses. The Agricultural Residential zoning designation is somewhat of a holding designation that has been applied in suburban areas that have been slower to develop. Some of the properties in the subject neighborhood have had zoning changes from Agricultural Residential to Industrial and Commercial to allow for more intensive development as market demand dictates.

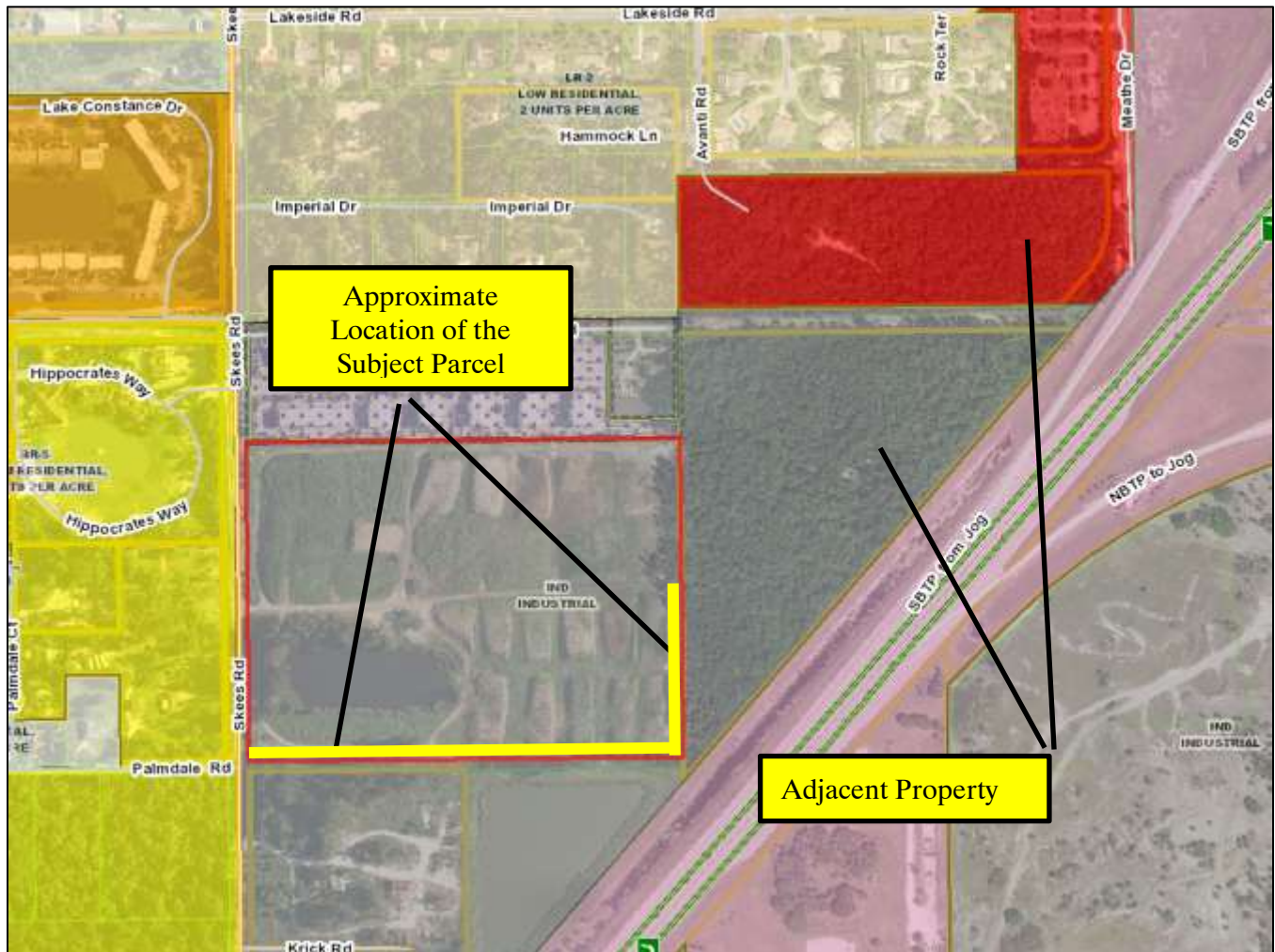
It is reasonable to expect that a zoning change could be obtained to allow for more intensive development for the parcel which is currently zoned Agricultural Residential. That said, the most likely uses for the subject and the adjacent property would be industrial in nature. The subject parcel would be utilized to provide road and exclusive ingress and egress easement to the adjacent 30 acre parcel. See the zoning and future land use maps and on the following pages.



Zoning Map



Future Land Use Map



Concurrency

The strongest growth control measure ever imposed was passed by the Florida Legislature and became effective on February 1, 1990. This was mandated by Chapter 163, Florida Statutes, otherwise known as the Growth Management Law. One provision of this law is referred to as Concurrency which dramatically limits the ability to develop real property. It is basically the requirement that adequate infrastructure be available to serve new development. Eight types of infrastructure are affected including traffic, potable water, sewer, drainage, solid waste, recreation and open space, mass transit, and fire rescue.

In May of 2011, House Bill 7172 amended the Growth Management act in an effort to spur economic growth through streamlining and lessening growth management controls. Transportation concurrency requirements were exempted in dense urban land areas with populations of at least 1,000 people per square mile. Also, within dense urban land areas, the DRI process has been exempted. State review of local comprehensive plans was streamlined, and zoning changes are now allowed to be considered concurrently with land use plan amendments.

It is the appraisers' understanding that the subject is not subject to any concurrency restrictions. Should the property be altered or redeveloped, the matter of concurrency would need to be revisited at that time.

Utilities

The following utilities are available to the subject property: municipal water and sewer, electricity, and telephone.

Subject Property Sales History

The appraisers have not been provided with a title abstract on the property appraised nor have they conducted a title search of their own. The Palm Beach County Property Appraiser's records indicate that the subject property last sold on November 1, 1965 for a price of \$29,000. This sale was recorded in Palm Beach County OR Book and Page 1292/0286.

To the appraisers' knowledge the subject property is not currently listed for sale or subject to a current purchase agreement.



Site Analysis

The following analysis is based upon a personal inspection of the site and Palm Beach County Public Records.

Location

The subject property is located on the east side of Skees Road, north of Belvedere Road and south of Hoffman Road in West Palm Beach. The property address is 1300 Skees Road, West Palm Beach, Florida 33411.

Size and Shape

We have relied on the site size for the property from the appraiser's calculations based on site dimensions obtained from the engagement letter. The site is a L shaped parcel of land having roughly 30 feet of frontage along the east side of Skees Road. The property runs east approximately 1,312 feet then does a 90° turn north for approximately 468 feet. The subject site area is approximately 53,400 square feet or 1.24 acres.

Topography and Drainage

The site is level and near road grade. Drainage appears to be adequate for its current use.

Access

Access is via Skees road.

Easements or Encroachments

Typical utility easements are believed to exist. A survey that would delineate the boundaries of any potentially detrimental easements or encroachments was not made available to the appraisers. The appraisers did not note any such conditions during our research and property inspection, nor did the property owner disclose any. We have no reason to believe that there are any easements or encroachments on the property that would affect its use in such a way as to have a negative impact on value.

Soil/Environmental Conditions

We have not been provided with nor have we commissioned a soil or sub-soil condition report. The subject's land appears to be composed of typical loose South Florida sand.

The appraisers have no reason to believe that there may be hazardous materials stored and used at the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions,



HIGHEST AND BEST USE

The Appraisal Institute defines highest and best use as follows:

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property—specific with respect to the user and timing of the use—that is adequately supported and results in the highest present value. (Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed., Chicago: Appraisal Institute, 2015).

The analysis of highest and best use normally applies these considerations in a three step process, involving the analysis of the Highest and Best Use of the site as if vacant, determination of the ideal improvement, and a comparison of the existing improvement with the ideal improvement in order to estimate the highest and best use as improved. The subject is vacant land, therefore only the first two steps apply.

The subject is a 30' x 1,780' strip of land. The subject sites narrow configuration makes it more or less useless for anything other than a roadway, parking lot, alley, driveway, utility or drainage canal. It could not readily be developed as a stand-alone parcel. We have not estimated the subjects highest and best use on a standalone basis. This subject parcel has little, if any, development potential to anyone other than the adjoining property owner. The highest and best use of the subject parcel is for assemblage with the adjoining property. This would result in the most utility, development potential and highest value. It should be noted that an “across the fence” value ignores the highest and best use of the property on a stand-alone basis (which would include a discount for configuration and utility).

The Palm Beach County zoning and future land use maps indicate the subject property has a zoning designation of AR, Agricultural Residential District with an underlying land use designation of IND, Industrial. This area is in transition as most of the uses, on the east side of Skees Road, to the north and south are industrial uses. That said, the most likely uses for the subject and the adjacent property would be industrial in nature.

The subject parcel would be assembled with the adjacent parcels to the east and northeast of the subject. These are of sufficient size and configuration that they could physically support numerous uses, limited only by the fact that such uses must be legal, reasonable, probable, and a logical continuation of surrounding uses within the subject property's neighborhood. These adjacent parcels are currently zoned CG/MUPD, General Commercial District/Multiple Use Planned Development District. “The intent of the General Commercial District is to encourage intensive commercial uses providing a wide range of goods and services, with access from a collector or arterial street and services a consumer market of at least a three-mile radius.”

“The purpose of an MUPD is to provide for the efficient use of land by the integration of multiple uses, or large single uses, within a unified development. The intent of an MUPD is to provide opportunities for enlightened and imaginative approaches to community planning and site design [Ord. 2014-025]”.



In consideration of the site's location, land use classification, zoning and surrounding uses, the highest and best use of the adjacent property to the subject, with which it would be expected to be combined, as-if vacant, would be development with some type of industrial use, in keeping with the zoning, land use, and neighborhood uses.

EXPOSURE AND MARKETING TIME

Exposure time is: 1) The time a property remains on the market; 2) The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; 3) A retrospective estimate based on an analysis of past events assuming a competitive and open market.

We have not estimated the exposure time for the subject property as it would be unlikely to ever be exposed for sale on the open market due to its limited utility on a standalone basis. That said we have estimated an exposure time for the adjacent parcel with which the subject property would be expected to be combined.

Credit markets are flowing and financing for commercial properties appears to be readily available at this time. Most properties offered for sale have been exposed on the market for six to twelve months or longer.

The CoStar Group reported the exposure times for the sale of 18 industrial development properties in Palm Beach County from January 1, 2018 through the date of value. The exposure time ranged from roughly 29 days to 881 days with an average of 461 days. We note that the Costar data is skewed by many properties that were significantly overpriced by unmotivated sellers and/or were not properly marketed and languished on the market for several years. We believe if appropriately priced and marketed the subject would sell in the lower portion of the time frame range exhibited by the CoStar data. Many of the properties in the CoStar research were overpriced and only sold after the asking prices were significantly reduced. A properly priced property would sell more quickly.

Considering the preceding, as well as sales that have taken place in the local market, and assuming a prudent pricing strategy, we estimate an exposure time of six to twelve months. Looking forward, we feel this would be a reasonable estimate for marketing time as well.



SALES COMPARISON APPROACH

The sales comparison approach is the process of deriving a value indication for the subject property by comparing market information for similar properties with the property being appraised, identifying appropriate units of comparison, and making qualitative comparisons with or quantitative adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. (Appraisal Institute, The Dictionary of Real Estate Appraisal, 6th ed., Chicago: Appraisal Institute, 2015.)

The sales comparison approach requires that the appraiser locate recent sales of similar properties and through an adjustment process arrive at an indication of what these properties would have sold for if they possessed all of the salient characteristics of the subject property. These adjusted sales prices are then correlated into an estimate of the market value of the property via the sales comparison approach to value.

A search of the Palm Beach County official records, local multiple listing service records, discussions with local brokers and appraisers and a personal inspection of the subject area produced several sales of similar type properties. The sales used in the analysis were the best comparables that we were able to verify with public records and/or a party to the transaction.

The following pages feature a detailed write up of each comparable used in the analysis, a location map and summary of the selected comparable sales data, which is followed by a discussion of the pertinent adjustments and conclusion of value.



SALE NO. 1 - 2860 Ranch House Road, West Palm Beach, FL 33406

AC File No.: 2160020, 2190146.003

ID: 910664



OR Book/Page: 30244/1209

Sale Status: Sale

Type: Land

Sub-Type: Industrial

Date: November 8, 2018

Grantor: 2860 Ranch House Road, LLC

Grantee: Ranch House Realty LLC

Legal: Parcel 2 and Tracts B and C, CHS Properties MUPD, Plat Book 104, Page 174, Palm Beach County, Florida

Folio No.: 00-43-44-05-23-000-0020 and 00-43-44-05-23-023-0020

Location: South side of Ranch House Road (Gun Club Road) just east of South Congress Avenue, West Palm Beach

Zoning: MUPD - Multiple Use Planned Development by Palm Beach County

Land Use: Industrial

Utilities: Municipal water and sewer, electricity, and telephone



Site Size: Square Feet: 421,676 Acres: 9.680
 Shape: Irregular Street Frontage (Ft.): 500
 Topography/Elevation: Level, near road grade

Use: Use at Time of Sale: Vacant
 Intended Use: Investment
 Highest and Best Use: Industrial

Verification: Source: Kirk Nelson w/ CBRE, Costar, public records
 Relationship: Listing broker
 Conditions of Sale: Arm's-length
 Verified By: B. Arnold
 Date: April 10, 2019

Sales History: Previously sold for \$3,250,000 in December 2015; recorded in County OR Book 27977, Page 1307

Sales Price: \$5,200,000

Price/SF Land: \$12.33

Price/Acre: \$537,190

Financing: None recorded

Comments:

Property has a site plan approval dated 1/11/2017 for a two-story warehouse building containing a total of 134,165 square feet, 28,500 square feet of which will be office. Just to the north is a recently developed Penske Toyota Dealership on leased county land which fronts directly on South Congress Avenue.



SALE NO. 2 - 934 Pike Road, West Palm Beach, FL 33411

AC File No.: 2190096

ID: 910590



OR Book/Page: 30321/1319

Sale Status: Sale

Type: Land

Sub-Type: Industrial

Date: December 14, 2018

Grantor: 934 Pike Road, LLC

Grantee: Power Diesel Truck Parts II Corporation

Legal: Tract A, Plat of 934 Pike Road in Plat Book 125, Page 148, Palm Beach County, Florida

Folio No.: 00-42-43-27-05-006-0304

Location: East side of Pike Road, just south of Belvedere Road in West Palm Beach, Florida

Zoning: IL - Industrial/Light by Palm Beach County

Land Use: Industrial

Utilities: Municipal water and sewer, electricity, and telephone

Site Size: Square Feet: 82,404 Acres: 1.892
 Shape: Rectangular Street Frontage (Ft.): 200
 Topography/Elevation: Level, near road grade

Use: Use at Time of Sale: Industrial
 Intended Use: Industrial
 Highest and Best Use: Industrial

Verification: Source: Douglas Desantis with Strategic Realty Services, LLC
 Relationship: Listing agent
 Conditions of Sale: Arm's-length
 Verified By: K. Doran
 Date: March 15, 2019

Sales History: Previously sold for \$500,000 in December 2015, recorded in Palm Beach County OR
 Book 27990 Page 1638

Sales Price: \$1,000,000

Price/SF Land: \$12.14

Price/Acre: \$528,541

Financing: Banesco USA provided financing in the amount of \$510,000

Comments:

The seller purchased this property in December 2015 and intended to remove the two existing single family residences and redevelop with a warehouse building. The current sale had approvals in place for a 18,600 square foot warehouse. The seller reportedly spent approximately \$100,000 to replat the site and for approvals. The buyer purchased the property for his own use as he needed open storage for his diesel truck parts business. No redevelopment has taken place.

SALE NO. 3 - 7761 Hooper Road, West Palm Beach, FL 33411

AC File No.: 2190507

ID: 911278



OR Book/Page: 30447/0097

Sale Status: Sale

Type: Land

Sub-Type: Industrial

Date: February 28, 2019

Grantor: Renu Investment Properties, LLC

Grantee: FWBC, Inc.

Legal: West 165 feet of Tract 32, Block 6, The Palm Beach Farms Co., Plat No. 3, Plat Book 2, Page 45, Palm Beach County, Florida.

Folio No.: 00-42-43-27-05-006-3201

Location: North side of Hooper Road, east of North Benoit Farms Road, west of Pike Road, just north of Southern Boulevard, West Palm Beach.

Zoning: IL - Industrial Light by Palm Beach County

Land Use: Industrial

Utilities: Water, electricity, cable

Site Size: Square Feet: 108,874 Acres: 2.499
 Shape: Rectangular Street Frontage (Ft.): 165
 Topography/Elevation: Level, near road grade

Use: Use at Time of Sale: Open Storage
 Intended Use: Industrial
 Highest and Best Use: Industrial

Verification: Source: Martin Steinhardt
 Relationship: Buyer
 Conditions of Sale: Arm's-length
 Verified By: Z. Rossetti
 Date: February 28, 2020

Sales History: No transactions in the previous five years

Sales Price: \$1,500,000

Price/SF Land: \$13.78

Price/Acre: \$600,240

Financing: Anchor Commercial Bank provided financing in the amount of \$1,125,000.

Comments:

This is the sale of a 2.5 acre industrial site on Hooper Road, just west of the Florida Turnpike in unincorporated Palm Beach County. The buyer is a local investor of industrial properties in Palm Beach County. The property is currently utilized for open storage. The buyer intends to continue leasing the property with the same use. The buyer disclosed that he may develop the property for industrial use in the future but does not have any plans to do so at this time.



SALE NO. 4 - 1301 President Barack Obama Highway, Riviera Beach, FL 33404

AC File No.: 2190150.000

ID: 910644



OR Book/Page: 30609/0006

Sale Status: Sale

Type: Land

Sub-Type: Industrial

Date: May 3, 2019

Grantor: 1501 Florida Mango, LLC

Grantee: Riviera Beach JOF ESA I, LLC

Legal: Long legal in the Southwest 1/4 of the Northwest 1/4 of Section 33, Township 42 South, Range 43 East, Palm Beach County, Florida

Folio No.: 56-43-42-33-00-000-3010

Location: Northwest corner of President Barack Obama Highway and West 13th Street about 1/2 mile south of West Blue Heron Boulevard, Riviera Beach, Florida

Zoning: IG - General Industrial by Riviera Beach

Land Use: Industrial

Utilities: Municipal water and sewer, electricity, and telephone



Site Size: Square Feet: 314,207 Acres: 7.213
 Shape: Irregular Street Frontage (Ft.): 450
 Topography/Elevation: Level, near road grade

Use: Use at Time of Sale: Vacant
 Intended Use: Industrial
 Highest and Best Use: Industrial

Verification: Source: Susan Thomas with Touchstone Webb Realty Company
 Relationship: Listing agent
 Conditions of Sale: Arm's-length
 Verified By: K. Doran
 Date: April 1, 2019

Sales History: Previously sold for \$2,250,000 on December 22, 2017, recorded in Palm Beach
 County OR Book 29558 Page 1492

Sales Price: \$3,500,000

Price/SF Land: \$11.14

Price/Acre: \$485,235

Financing: Cash to seller

Comments:

This property reportedly sold at list price. The seller purchased the property in December 2017 for use for his business; however, he never developed the site and is now selling because he got a what he considers good price for the property. Buyers have submitted for approvals for warehouse development.

SALE NO. 5 - 849 Benoist Farms Road, West Palm Beach, FL 33411

AC File No.: 2200622.000

ID: 911783



OR Book/Page: 31302/0173

Sale Status: Sale

Type: Land

Sub-Type: Industrial

Date: March 12, 2020

Grantor: Brown Landholding, Inc.

Grantee: Duke Realty 849 Benoist Farms Road, LLC

Legal: The North 494.58 feet of Tract 12, Block 7, of Palm Beach Farms Company Plat No. 3, a subdivision of Palm Beach County, Florida, less the East 110 feet thereof, according to the Plat thereof, on file in the Office of the Clerk of the Circuit Court, in and for said County, in Plat Book 2, Pages 45 to 54, inclusive.

Folio No.: 00-42-43-27-05-007-0121

Location: West side of North Benoist Farms Road, south Belvedere Road in West palm Beach.

Zoning: IL - Light Industrial District by Palm Beach County

Land Use: Industrial

Utilities: Municipal water and sewer, electricity, and telephone

Site Size: Square Feet: 435,269 Acres: 9.992
 Shape: Rectangular Street Frontage (Ft.): 490
 Topography/Elevation: Level, near road grade

Use: Use at Time of Sale: Industrial Open Storage
 Intended Use: Future Industrial Development
 Highest and Best Use: Industrial Development

Verification: Source: Robert Smith
 Relationship: Listing Broker
 Conditions of Sale: Arm's-length
 Verified By: M. Mickle
 Date: November 21, 2020

Sales History: No transactions in the previous five years

Sales Price: \$6,000,000

Price/SF Land: \$13.78

Price/Acre: \$600,480

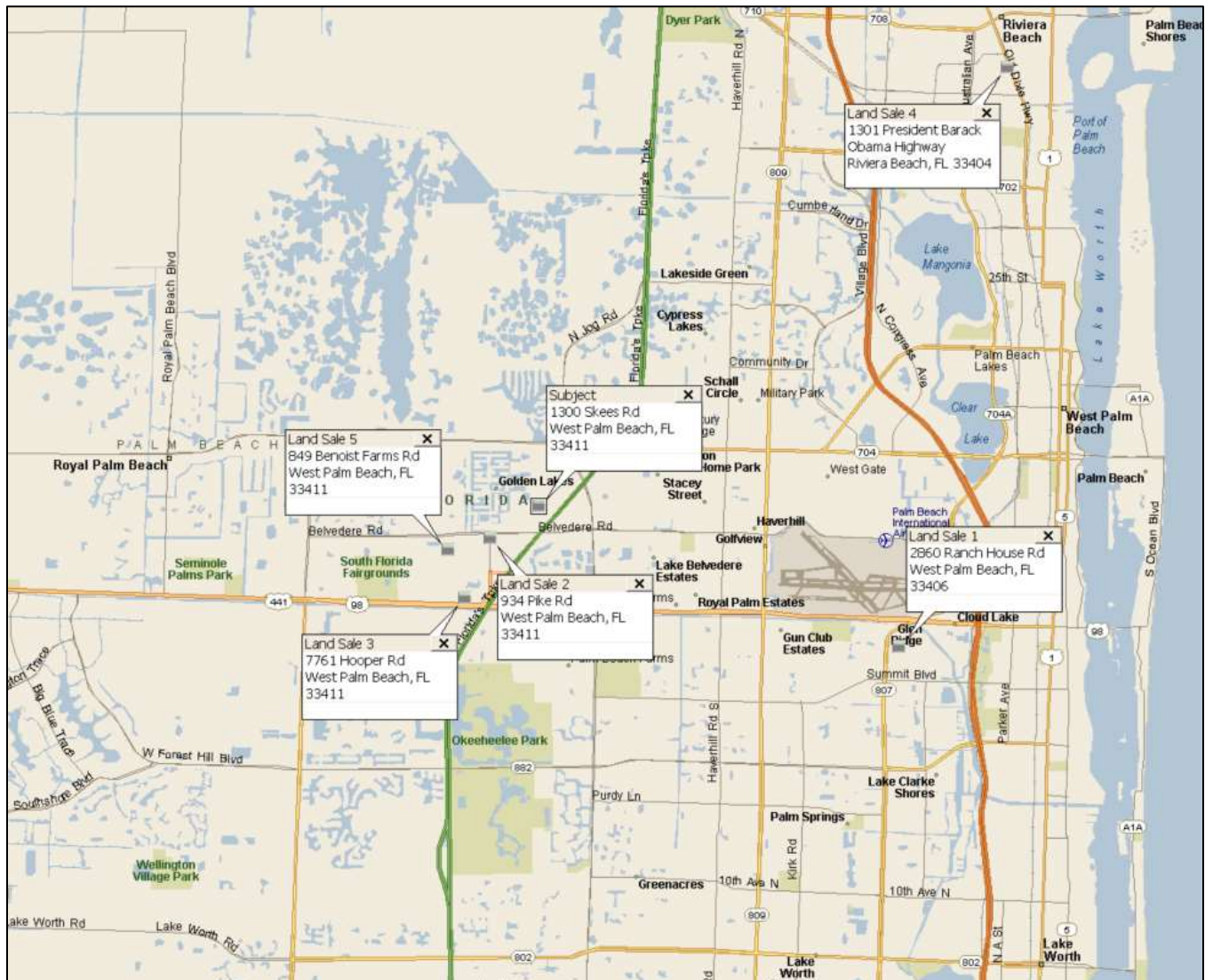
Financing: Cash to seller

Comments:

This property was purchased by a Public REIT. The property has been utilized in the past years as an open storage facility for tractor trailers and heavy equipment. The buyer has plans to redevelop the site with a Class A warehouse for lease on this site as well as the adjoining 10 acres according to the listing broker.



Comparable Sales Location Map



SALES SUMMARY TABLE					
Sale No. Date	OR Bk Page	Property Address	Land Area SF Acres	Sale Price	Price/SF of Land
1	30244	2860 Ranch House Road	421,676	\$5,200,000	\$12.33
Nov-18	1209	West Palm Beach	9.68		
2	30321	934 Pike Road	82,404	\$1,000,000	\$12.14
Dec-18	1319	West Palm Beach	1.89		
3	30447	7761 Hooper Road	108,874	\$1,500,000	\$13.78
Feb-19	0097	West Palm Beach	2.50		
4	30609	1301 President Barack Obama Highway	314,207	\$3,500,000	\$11.14
May-19	0006	Riviera Beach	7.21		
5	31302	849 Benoist Farms Road	435,269	\$6,000,000	\$13.78
Mar-20	0173	West Palm Beach	9.99		
Subj.	N/A	1300 Skees Road	53,400	N/A	N/A
Dec-20		West Palm Beach	1.23		



Sales Summary and Discussion

In this analysis, we considered differences between the sales and the subject in terms of property rights sold, conditions of sale, financing, market conditions (trend or time adjustment), location, building and lot size, and quality and condition of the improvements.

The appraisers based the comparisons on a standardized unit of measure, the sale price per square foot of land. The sale price per square foot of land correlates well among the comparable sales and is commonly used by buyers in this type of analysis.

Property Rights

The property rights transferred were believed to be those of the fee simple estate. No differences between the sales and the subject are reflected.

Conditions of Sale

All sales were reportedly market oriented. No adjustment consideration for conditions of sale was necessary.

Financing

We considered any indication of favorable financing. All sales were either on a cash basis or had market oriented financing, therefore, no differences were noted nor were adjustments made.

Market Conditions

The sales occurred over the period from November 8, 2018 to March 12, 2020. The market has shown improving market conditions over this time period. Due to the uncertainty of the current pandemic, we have not adjusted the sales for the first 11 months of 2020. Any gains during the first part of the year have likely been offset by the current market slowdown. There is not yet any hard market evidence of a change in values, however, we believe that the market has definitely slowed down and may be heading towards a decline in values if there is not a quick resolution of the pandemic.

Sales 1, 2, 3, and 4 were adjusted upward for inferior market conditions using a factor of $\frac{1}{2}\%$ per month of difference. Sale 5 required no adjustment.

Location

The subject property is located at 1300 Skees Road in West Palm Beach. Sale 4 was found to be in an area with lower rent levels when compared to the subject. As a result, this sale required upward adjustment. The remaining sales are similarly located in areas with similar rent levels. These sales required no adjustment.



Size

Generally, larger properties will sell for a somewhat lower price per square foot of land than smaller ones, and vice versa, when all else is equal. The sales in this data set do not appear to follow this pattern and no adjustment is warranted.

Site Conditions

Properties of all different shapes can typically be developed. Some properties, however, allow for a more efficient development of the site providing for the maximum development intensity. The comparables do not appear to be impacted by their shape in such a manner as to limit their development. Another factor considered here is the existence of any physically detrimental site conditions such as contamination or muck. None of the comparables were known to suffer from any detrimental site conditions.

Sales 1 and 2 sold with approvals for industrial buildings; however, neither one of these sales has been developed. Both buyers appear to be using the property as it was at the time of purchase. As a result, these sales were not adjusted for having development approvals.

Zoning/Land Use

Though they may vary by municipality, all of the comparables have similar industrial oriented designations that allow for similar uses as the subject. No adjustment is warranted.



QUANTITATIVE SALES ADJUSTMENT CHART - PRICE/LAND SF												
Sale Date	Property Address	Land SF	Price/ Land SF	Financing/ Adj. Price/ Land SF	Conditions of Sale/ Adj. Price/ Land SF	Market Conditions/ Adj. Price/ Land SF	Location	Land Size	Site Conditions	Zoning/ Land Use	Final Combined Adjustment	Overall Indication
1 Nov-18	2860 Ranch House Road West Palm Beach	421,676	\$12.33	0%	0%	6%	0%	0%	0%	0%	0%	\$13.07
				\$12.33	\$12.33	\$13.07						
2 Dec-18	934 Pike Road West Palm Beach	82,404	\$12.14	0%	0%	6%	0%	0%	0%	0%	0%	\$12.86
				\$12.14	\$12.14	\$12.86						
3 Feb-19	7761 Hooper Road West Palm Beach	108,874	\$13.78	0%	0%	5%	0%	0%	0%	0%	0%	\$14.47
				\$13.78	\$13.78	\$14.47						
4 May-19	1301 President Barack Obama Highway Riviera Beach	314,207	\$11.14	0%	0%	4%	15%	0%	0%	0%	15%	\$13.32
				\$11.14	\$11.14	\$11.58						
5 Mar-20	849 Benoist Farms Road West Palm Beach	435,269	\$13.78	0%	0%	0%	0%	0%	0%	0%	0%	\$13.78
				\$13.78	\$13.78	\$13.78						
Subj. Dec-20	1300 Skees Road West Palm Beach	53,400	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A



Conclusion

Considering all of these differences, we developed the preceding quantitative comparison chart listing the sales as they compare to the subject property, based on a price per square foot of land. Not all categories considered are depicted. Those omitted reflect no differences between the sales and the subject property.

The unadjusted range of value indicated by the sales is roughly \$11.14 to \$13.78 per square foot of land area. The preceding quantitative comparison chart shows the value range for the subject property after adjustment based on a price per square foot of land area to be from \$12.86 to \$14.47 with a mean of \$13.50. Considering all of the salient factors discussed previously and prevailing market conditions, the appraisers feel a conclusion in the middle portion of the indicated range is most appropriate. Given the preceding data and discussions, it is concluded that the market reflects a value per square foot of land area for the subject property of \$13.50 as of December 17, 2020. Total value is calculated as follows:

53,400 Square Feet @ \$13.50 per Square Foot =	\$720,900
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Rounded To:

MARKET VALUE VIA SALES COMPARISON APPROACH:	\$720,000
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RENT ANALYSIS

To estimate the annual rental rate or ground lease rate for the subject property, we have researched the market for rental rates and overall rates of return on similar properties. We have assumed a long term absolute net land lease with periodic adjustments for CPI changes over time. We were not able to find adequate direct land lease rental rates of similar properties. However, we did find market rates of return on several land leased properties. Additionally, we surveyed capitalization rates from national survey data. Together these rates of return can be used to estimate an annual rental rate for the subject property based on the underlying land value.

National Survey Data

The appraisers have consulted two authoritative national real estate survey publications for information pertaining to overall capitalization rates (OAR's) in the net lease and ground lease market.

RealtyRates.com Investor Survey, published by Robert G. Watts & Associates, Fourth Quarter 2018, listed average OAR's for land leased investment properties in the nationwide market as follows:

RealtyRates.com INVESTOR SURVEY - 4th Quarter 2018*						
LAND LEASES						
Property Type	Capitalization Rates			Discount Rates		
	Min.	Max.	Avg.	Min.	Max.	Avg.
Apartments	3.09%	10.77%	6.99%	5.69%	11.27%	7.99%
Golf	3.15%	16.84%	9.32%	5.75%	17.34%	10.32%
Health Care/Senior Housing	3.15%	11.87%	7.65%	5.75%	12.37%	8.65%
Industrial	3.15%	10.74%	7.35%	5.75%	11.24%	8.35%
Lodging	3.15%	16.47%	7.93%	5.75%	16.97%	8.93%
Mobile Home/RV Park	3.15%	13.69%	8.30%	5.75%	14.19%	9.30%
Office	3.15%	10.35%	7.05%	5.75%	10.85%	8.05%
Restaurant	3.15%	15.93%	8.74%	5.75%	16.43%	9.74%
Retail	3.14%	11.87%	7.46%	5.74%	12.37%	8.46%
Self-Storage	3.15%	10.87%	8.41%	5.75%	11.37%	9.41%
Special Purpose	3.55%	16.99%	9.14%	6.79%	19.16%	9.90%
All Properties	3.09%	16.99%	8.03%	5.69%	17.34%	8.92%

*3rd Quarter 2018 Data Copyright 2018 RealtyRates.com™

It should be noted that these rates do not address increases in land lease payments or reversion but may include percentage rent in some cases.



PwC Real Estate Investor Survey, Fourth Quarter 2020, listed an average OAR for Net Leased investment properties in the nationwide market at 6.22%, with a range of 4.00% to 8.00%.

It should be noted that the rates quoted are for improved properties where the landlord may in some cases be responsible for maintaining long lived structural items such as the roof and building shell. Ground lease properties can sell at lower OAR's because the owner has no responsibility for the building improvements.

The Net Lease Market Report published by The Boulder Group in the latest edition of the publication, Third Quarter 2020, indicates that the median asking capitalization rates for ground lease properties tracked in their proprietary database ranges from 6.06% to 6.90%. They report cap rates remain at low levels due to the "recent announcement by the Federal Reserve which suggested interest rates will remain near zero at least through 2023. Combining this with a "flight to quality" by real estate investors caused the cap rate compression especially for strong credit and essential net leased assets."

Local Market Data

We have located a number of sales involving long term ground leases. The land lease data is summarized in the following exhibit:

MARKET DERIVED OAR'S				
Sale Date	OR Bk/ Page	Property Address	Sale Price	OAR
Feb-20	116375867	3101 W. Oakland Park Blvd. Oakland Park	\$1,725,000	7.83%
Dec-19	31112/1971	2121 N. 10th Avenue Lake Worth	\$5,000,000	7.90%
Sep-19	30917/0143	2377 N. Military Trail West Palm Beach	\$1,813,900	6.90%
Jun-19	30683/1697	540 E. Main Street Pahokee	\$1,994,300	6.50%
May-19	115812336	8151 Wiles Road Coral Springs	\$3,270,000	7.00%
Nov-18	30281/0271	1230-1334 N. Military Trail West Palm Beach	\$8,625,000	9.00%
Aug-18	30042/0026	4700 Broadway West Palm Beach	\$1,850,000	7.53%
Jul-18	30008/0745	5380-5392 10th Avenue Greenacres	\$1,000,000	8.90%



Indicated Capitalization Rate

<u>Source</u>	<u>Range</u>	<u>Average</u>
Realty Rates	3.14% - 11.87%	8.03%
PWC	4.00% - 8.00%	6.22%
Boulder Group		6.61%
Local Market	6.50% - 9.00%	7.70%

The preceding indication of return on long term land leases range from roughly 3.10% to 11.80% with much of the data falling within the 6.10% to 7.70% range. The lower return rates shown in the national surveys tend to be indicative of high quality credit tenants with leases that increase over time. This tends to guarantee an increasing income. Straight ground leases with no landlord obligations also tend towards the lower end of the range. Given that we have assumed the lease of the subject property will be a straight land lease with periodic adjustments for CPI over time, and also taking into consideration the subject's location, rent would require a rate of return, in the middle of the range. Based on the above, it appears that the market indicates a 7.0% base rental rate of return on the land under a long term lease is appropriate.

The annual rental rate for the subject property will therefore be calculated as follows:

Land Value Estimate X 7.0% = Annual Base Net Rent

\$720,000 x 7.0% = \$50,400

Conclusion

Given the preceding data and discussions, it is concluded that the market reflects an annual market rent for the subject property as of December 17, 2020 is:

FIFTY THOUSAND FOUR HUNDRED DOLLARS
(\$50,400)



QUALIFICATIONS OF APPRAISER

ROBERT B. BANTING, MAI, SRA

PROFESSIONAL DESIGNATIONS - YEAR RECEIVED

MAI - Member Appraisal Institute - 1984

SRA - Senior Residential Appraiser, Appraisal Institute - 1977

SRPA - Senior Real Property Appraiser, Appraisal Institute - 1980

State-Certified General Real Estate Appraiser, State of Florida, License No. RZ4 - 1991

EDUCATION AND SPECIAL TRAINING

Licensed Real Estate Broker - #3748 - State of Florida

Graduate, University of Florida, College of Business Administration, BSBA (Major - Real Estate & Urban Land Studies) 1973

Successfully completed and passed the following Society of Real Estate Appraisers (SREA) and American Institute of Real Estate Appraisers (AIREA) courses and/or exams: Note: the SREA & AIREA merged in 1991 to form the Appraisal Institute.

SREA R2: Case Study of Single Family Residence
SREA 201: Principles of Income Property Appraising
SREA: Single Family Residence Demonstration Report
SREA: Income Property Demonstration Report
AIREA 1B: Capitalization Theory and Techniques
SREA 101: Introduction to Appraising Real Property
AIREA: Case Studies in Real Estate Valuation
AIREA: Standards of Professional Practice
AIREA: Introduction to Real Estate Investment Analysis
AIREA 2-2: Valuation Analysis and Report Writing
AIREA: Comprehensive Examination
AIREA: Litigation Valuation
AIREA: Standards of Professional Practice Part C

ATTENDED VARIOUS APPRAISAL SEMINARS AND COURSES, INCLUDING:

The Internet and Appraising	Golf Course Valuation	Discounting Condominiums & Subdivisions
Narrative Report Writing	Appraising for Condemnation	Condemnation: Legal Rules & Appraisal Practices
Condominium Appraisal	Reviewing Appraisals	Analyzing Commercial Lease Clauses
Eminent Domain Trials	Tax Considerations in Real Estate	Testing Reasonableness/Discounted Cash Flow
Mortgage Equity Analysis	Partnerships & Syndications	Hotel and Motel Valuation
Advanced Appraisal Techniques	Federal Appraisal Requirements	Analytic Uses of Computer in the Appraisal Shop
Valuation of Leases and Leaseholds	Valuation Litigation Mock Trial	Residential Construction From The Inside Out
Rates, Ratios, and Reasonableness	Analyzing Income Producing Properties	Development of Major/Large Residential Projects
Standards of Professional Practice	Regression Analysis In Appraisal Practice	Federal Appraisal Requirements

Engaged in appraising and consulting assignments including market research, rental studies, feasibility analysis, expert witness testimony, cash flow analysis, settlement conferences, and brokerage covering all types of real estate since 1972.

President of Anderson & Carr, Inc., Realtors and Appraisers, established 1947

Past President Palm Beach County Chapter, Society of Real Estate Appraisers (SREA)

Realtor Member of Central Palm Beach County Association of Realtors

Special Master for Palm Beach County Property Appraisal Adjustment Board

Qualified as an Expert Witness providing testimony in matters of condemnation, property disputes, bankruptcy court, foreclosures, and other issues of real property valuation.

Member of Admissions Committee, Appraisal Institute - South Florida Chapter

Member of Review and Counseling Committee, Appraisal Institute - South Florida Chapter

Approved appraiser for State of Florida, Department of Transportation and Department Natural Resources.

Instructor of seminars, sponsored by the West Palm Beach Board of Realtors.

Authored articles for The Palm Beach Post and Realtor newsletter.

Real Estate Advisory Board Member, University of Florida.

TYPES OF PROPERTY APPRAISED - PARTIAL LISTING

Air Rights	Medical Buildings	Apartment Buildings	Churches
Amusement Parks	Department Stores	Hotels - Motels	Marinas
Condominiums	Industrial Buildings	Office Buildings	Residences - All Types
Mobile Home Parks	Service Stations	Special Purpose Buildings	Restaurants
Auto Dealerships	Vacant Lots - Acreage	Residential Projects	Golf Courses
Shopping Centers	Leasehold Interests	Financial Institutions	Easements

"I am currently certified under the continuing education program of the Appraisal Institute."

**QUALIFICATIONS OF APPRAISER
MICHELLE J. MICKLE**

GENERAL INFORMATION

State – Certified General Real Estate Appraiser RZ3316
Special Magistrate, Palm Beach County Value Adjustment Board

EDUCATION AND SPECIAL TRAINING

Palm Beach Community College, Lake Worth, Florida
Areas of study - Architecture and Fine Art 1984

Practiced Architectural Design in Palm Beach County, Florida from 1985 through 1993.

Successfully completed and passed the following courses:

FREAB Residential Appraisal Course I, January 2005
MREA Residential Appraisal Course II, June 2006
FREAB Certified General Appraisal Course, October 2007
AI- General Appraiser Income Approach (Part I), April 2008
AI – Uniform Appraisal Standards for Federal Land Acquisitions, November 2017
USPAP, November 2020

Engaged in appraising real estate on a full time basis with:

Appraisal Realty Institute, March 2005-2006
North Palm Beach, Florida

Anderson & Carr, Inc., March 2006
West Palm Beach, Florida

MJJ & Company, Inc., April 2009
Hobe Sound, Florida

Resident of Palm Beach County since 1971

TYPES OF PROPERTIES APPRAISED

Vacant Commercial Land	Schools
Vacant Residential Land	Financial Institutions
Commercial Buildings	Leasehold Interests
Office Buildings	Churches
Industrial Buildings	
Insurable Value Reports – Residential and Commercial	
Single Family Residences	
Condominiums - Residential and Commercial	
2-4 Family Residential Buildings	
Retail Stores	
Self-Storage Facilities	
Film Production Studios	
Eminent Domain	
Easements and Right-of-ways	
Automobile Dealerships	
Service Stations	
Multi-Family Apartment Buildings	
Proposed Residential and Industrial Development Projects	





Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

THE CERTIFIED GENERAL APPRAISER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

MICKLE, MICHELLE JONES

8454 SE RETREAT DR
HOBE SOUND FL 33455

LICENSE NUMBER: RZ3316

EXPIRATION DATE: NOVEMBER 30, 2022

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ADDENDUM

MEMORANDUM

To: Eric Brown, P.E.

From: Kevin Schanen, P.E.
Kimley-Horn and Associates, Inc.

Date: December 29, 2020

Subject: Skees Road Landfill Private Access Road – Technical Assessment

The purpose of this memorandum is to provide a summary of the anticipated regulatory and operational impacts if a private access road was constructed across the southern boundary of the Skees Road Landfill facility to allow a neighboring property owner to traverse the property for more convenient access to Skees Road.

Background

The Town of Palm Beach currently owns and operates a Class III landfill on Skees Road in unincorporated Palm Beach County. Kimley-Horn currently performs operating permit compliance monitoring at this facility which includes groundwater monitoring and the reporting of landfill capacity volumetric changes on an annual basis.

The property directly to the east is currently being developed for an industrial use. The developer of that property has requested that the Town provide an access easement across the landfill site to provide better vehicular circulation and connection to Skees Road. The access road is conceptually envisioned to traverse along the eastern and southern property boundaries. According to the developer, the new access road is required to have a 30-foot paved width to comply with requirements set forth by the tenant. The Town has requested that Kimley-Horn perform a review of the regulatory and operational impacts that could be expected if the access road were to be constructed.

Corridor Evaluation

The access road was evaluated to determine the approximate corridor width required for the new road. The following assumptions were made because the design is still very preliminary according to the engineer designing the improvements for the adjacent industrial site.

- Private access road required to have a paved width of 30-feet
- A 20-foot wide drainage swale was assumed to accommodate stormwater runoff from the paved road
- A 6-foot wide clear zone was assumed from the access road edge of pavement to the relocated landfill perimeter fence
- The landfill perimeter access road will be 15-feet wide to match existing conditions

- A 20-foot wide drainage swale was assumed along the southern landfill boundary and a 30-foot wide drainage swale was assumed along the eastern landfill boundary to accommodate stormwater runoff from the landfill. These widths match existing conditions.
- A 10-foot wide buffer zone between the edge of the landfill perimeter access road and the toe of the waste piles was assumed.

The above assumptions yield an impacted width of 111-feet along the eastern landfill boundary (along the southern half of the property) and 101-feet along the southern landfill boundary. These widths include the width needed for the private access road and the landfill perimeter road. In general, a corridor width of 56-feet will be required exclusively for the private access road. Additionally, the area impacted by the access road expands in width towards the west end of the property to accommodate a northern shift of the access road alignment to meet Palm Beach County requirements for separation from the intersection of Palmdale Road.

Based on the above physical assumptions, the following impacts were assessed.

Regulatory Impacts

The landfill is governed by a Class III Landfill Operations Permit issued by the FDEP. The permit is based on the requirements set forth in the Florida Administrative Code Chapter 62-701. A review of both the permit and Chapter 62-701 was conducted to evaluate regulatory impacts. Additionally, a meeting with the Palm Beach County Health Department was conducted to discuss specific regulatory issues.

Chapter 62-701 requires that the landfill be secured from access by the public by fencing, gates, or other barriers. Currently, the site is secured with a perimeter fence and gates. Construction of an access road for use by the adjacent property would require that the fencing be relocated such that the new access road is separated from the landfill to prevent unauthorized access.

Both the operating permit and Chapter 62-701 require a perimeter road around the site for landfill operations and firefighting. Because the new private access road needs to be separated from the landfill facility and sharing use of the new private road for both the adjacent property and landfill operations is unfeasible, the existing single lane crushed concrete access road will need to be relocated to the north.

In order to comply with the landfill operations permit, groundwater is regularly monitored through a series of on-site monitoring wells. MW-7, MW-3R, MW-4 and MW-9I may be in conflict with the new access road alignment based on the preliminary design and may need to be relocated. All of these are compliance wells and need to be as close as possible to their original locations. As with any monitoring well replacement, there is a risk that relocation could impact the parameter values seen in future testing. These impacts can either be positive or negative from a regulatory standpoint. Costs related to the relocation of four monitoring wells could range from \$25,000 to \$30,000.

Construction of the new private access road will have drainage impacts. The landfill currently makes use of perimeter swales and ditches to control stormwater on the site. Chapter 62-701 states that stormwater that comes into contact with waste is considered leachate. For this reason, the landfill facility does not have any stormwater outfalls that discharge runoff to an offsite location. All stormwater is retained on site. It is anticipated that stormwater from the new access road will need to be stored in similar, but separated, stormwater swales from the relocated landfill swales. Additionally, the SFWMD Environmental Resource Permit for the site will need to be modified to construct the new road.

A meeting was conducted with the Palm Beach County Health Department on December 23, 2020 to discuss specific regulatory requirements regarding construction of the access road. Laxmana Tallam, Kajal Bhavsar, Eric Brown and Kevin Schanen attended the meeting. A summary of the discussion is as follows:

- The FDEP Class III Landfill Operations Permit will require modification to construct the new access road. Specific items to be addressed in the modification are as follows:
 - Updated Operations Plan
 - Updated Closure Plan
 - Construction Plans for the new improvements
 - Updated Drainage Plan and applicable SFWMD ERP modification
 - Demonstration of how the updated site plan meets the requirements of FAC Chapter 62-701
 - Description of fill sequencing for removal and relocation of existing waste piles
 - Description of size, slopes, locations of relocated waste piles
 - Updated groundwater monitoring plan based on relocated well locations
- Laxmana was unsure whether or not the construction of a public access road over landfill property would require site remediation to commercial standards within the roadway footprint. He will pose this question to the Solid Waste section in Tallahassee and report back to us.
- It was described that four monitoring wells will require relocation. It is desired that the wells stay as close their current position as possible.
- The access road may eliminate the possibility to maintain a perimeter road around the southern and western side of the on-site lake due to the access road connection geometry at Skees Road. Laxmana said the code requires the site have a perimeter access road and justification for its removal would need to be provided in the modification application. If this perimeter road is required to be maintained, a portion of the lake would need to be filled to construct the road.
- The site drainage system was discussed. Laxmana will pose the question of whether or not the access road drainage system can be combined with the landfill drainage system to the Solid Waste section in Tallahassee. The concern is that the landfill site stormwater system is considered leachate by the code and domestic stormwater may not be allowed to be mixed with the leachate system.

Based on the discussion, a modification of the operations permit will be required. This permit carries an application fee of \$4,000 and we expect professional fees to prepare the application, required supporting documentation, and RFI response could be in the range of \$30,000 to \$50,000 depending

on the extent of information that is ultimately required by the FDEP. This is assuming that access road and relocated landfill perimeter road construction plans, site plan approvals, and right of way permits are handled and paid for directly by the developer.

Operational Impacts

Constructing an access road as described above will impact the facility and require both elimination of two waste piles and relocation/size reduction of four additional waste piles. The size reduction seen in four of the southernmost piles is somewhat mitigated by their ability to be relocated to the north. The operations permit requires fire breaks between waste piles that are a minimum of 15-feet in width. If the fire break between the northern and southern row of piles in the southeastern quadrant of the site was reduced to this 15-foot minimum, the southern piles could be shifted north and retain about 85% of their original size. The two easternmost waste piles in the southeastern quadrant will need to be completely eliminated. It is assumed that any waste pile relocation would be performed by Town staff so related costs have not been estimated.

The loss of pile volume has a negative impact to the useful life of the landfill. For a number of years, Kimley-Horn has prepared landfill capacity reports based on aerial photogrammetric measurements that record the changes in topography on an annual basis. This information is typically used to report the remaining capacity and useful life of the facility as required by the operations permit. Through collection of this data, we are able to estimate an annual reduction in capacity based on annual volumes of waste deposited at the site combined with average decomposition rates of the waste piles.

To determine the value attributed to the loss of capacity, we first estimated the reduction in closure volume that is experienced due to the construction of the new access road. Using AutoCAD Civil 3D, a digital terrain model of a new closure surface was generated and compared to the originally modeled closure surface to generate the change in available closure volume. The loss in closure volume due to the private access road construction is estimated to be 48,500 cubic yards. We then compared this volume reduction to the annual volume reduction rate calculated in the 2020 Landfill Capacity Report. This comparison indicates that construction of the private access road will result in a reduction of 5 years of useful life for the landfill.

It is assumed for the purposes of this assessment, if vegetative waste is not being placed at a Town landfill, it would be hauled to the SWA facility. Based on a review of current SWA tipping fees for vegetative waste, a loss of 48,500 cubic yards at \$4.80/CY would cost \$232,800 to dispose of at the SWA landfill in present day value. This does not include any additional costs related to the incremental increase in hauling costs that may be experienced to deliver the waste to the SWA facility.

The Town independently procured an appraisal of the value of the Skees Road property. Because the land for the access road would be separated from landfill and could not no longer be used for any landfill operations, except groundwater monitoring, it could be argued that the granting of an easement for the new access road would constitute a complete loss of use. The conceptual easement area needed for the road is generally a 56-foot wide corridor, except for the area near the west end of the site where the road would need to veer north to create separation from the intersection of Palmdale

Road. Based on this, we estimate the area needed for an access easement would be approximately 2.7 acres. This can be conceptually compared to the appraisal values procured by the Town. However, final easement areas and lease agreements should be based on figures that have been more well defined by final engineering plans for the road.

A summary table of cost impacts/responsible parties follows below:

Item	Value
Private Access Road Approvals/Design/Construction	By Developer
PBC Right of Way Permits	By Developer
Relocated Perimeter Access Road Design/Construction	By Developer
SFWMD ERP Modification	By Developer
Site Environmental Assessment/Remediation (if required)	By Developer
Waste Pile Relocation	By In-House Town Staff
Monitoring Well Relocation	\$25,000 to \$30,000 (Town)
Operations Permit Modification Fee	\$4,000 (Town)
Operations Permit Modification Professional Services	\$30,000 to \$50,000 (Town)
Tipping Fees for Lost Volume	\$232,800 (Present Value) (Town)

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2021

Section of Agenda

Ordinances - First 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:

- ▣ **Memorandum Dated: January 5, 2021 from Jay Boodheshwar, Deputy Town Manager**
- ▣ **Ordinance No. 02-2021 - Recreation Advisory Commission**

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 2021

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Modification of Town Code to Eliminate Alternate Positions on the Recreation Advisory Commission, **Ordinance No. 02-2021**

Date: January 5, 2021

STAFF RECOMMENDATION

Staff recommends that Town Council approve the first reading of Ordinance No. 02-2021, modifying the Town Code to eliminate the alternate positions from the Recreation Advisory Commission.

GENERAL INFORMATION

As requested by Council at the December 8, 2020, Town Council meeting, the attached ordinance was prepared for first reading, amending the Town Code to eliminate the 3 alternate positions on the Recreation Advisory Commission. The current make-up of this board includes 10 members (7 regular and 3 alternates). Approval of Ordinance No. 02-2021 will reduce the make-up of the commission to 7 regular members only (through attrition).

Attachment

cc: Recreation Advisory Commission
Carolyn Stone, Director of Business Development and Operations
John C. Randolph, Town Attorney

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 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 recreation advisory commission 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) *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:

Danielle H. Moore, Town Council Member

Queenester Nieves, Town Clerk

Lewis S.W. Crampton, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2021

Section of Agenda

Ordinances - First 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:

- ▣ **Memorandum Dated January 5, 2021 From: Jay Boodheshwar, Deputy Town Manager**
- ▣ **Ordinance No. 03-2021**

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 2021

To: Mayor and Town Council

Via: Kirk Blouin, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Modification of Town Code to Eliminate Alternate Positions on the Shore Protection Board, **Ordinance No. 03-2021**

Date: January 5, 2021

STAFF RECOMMENDATION

Staff recommends that Town Council approve the first reading of Ordinance No. 03-2021, modifying the Town Code to eliminate the alternate positions from the Shore Protection Board.

GENERAL INFORMATION

As requested by Council at the December 8, 2020, Town Council meeting, the attached ordinance was prepared for first reading, amending the Town Code to eliminate the 3 alternate positions on the Shore Protection Board. The current make-up of this board includes 10 members (7 regular and 3 alternates). Approval of Ordinance No. 03-2021 will reduce the make-up of the board to 7 regular members only (through attrition).

Attachment

cc: Shore Protection Board
Paul Brazil, Director of Public Works
John C. Randolph, Town Attorney

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