TOWN OF PALM BEACH

TOWN MANAGER'S OFFICE

TENTATIVE: SUBJECT TO REVISION

TOWN COUNCIL MEETING

EMERGENCY OPERATIONS CENTER (EOC)
THIRD FLOOR, CENTRAL FIRE-RESCUE STATION
355 SOUTH COUNTY ROAD

AGENDA

JANUARY 12, 2010

9:30 A.M.

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

The progress of this meeting may be monitored by visiting the Town's website (www.townofpalmbeach.com) and selecting "Live Meeting Audio" under the "Your Government" tab. If you have questions regarding that feature, please contact the Office of Information Systems (561) 227-6315. The audio recording of the meeting will appear within 24 hours after the conclusion of the meeting under "Agendas , Minutes, and Audio."

No written materials received after 5:00 p.m. on the Thursday immediately prior to a monthly Town Council meeting will be included in the back-up binders distributed to the Mayor and Town Council. Written materials received after 5:00 p.m. on Thursday will be separately distributed to the Mayor and Town Council; however, depending upon the length of the materials, the time of submittal, and other circumstances, the Mayor and Town Council may not be able to read and consider such late submittals prior to acting upon the policy matter(s) which they address.

I. CALL TO ORDER AND ROLL CALL

II. INVOCATION AND PLEDGE OF ALLEGIANCE

III. PRESENTATIONS

A. Preservation Foundation Donation for Town Hall Renovation.
[John Mashek, Chairman of The Preservation Foundation of Palm Beach]

IV. COMMENTS OF MAYOR JACK McDONALD

V. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

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

VII. APPROVAL OF AGENDA

VIII. CONSENT AGENDA

A. MINUTES: DECEMBER 16, 2009 — Page 10
APPROVAL OF THE MINUTES OF THE TOWN COUNCIL MEETING

B. MINUTES: DECEMBER 17, 2009 — Page 28
APPROVAL OF THE MINUTES OF THE TOWN COUNCIL MEETING

C. MINUTES: JANUARY 8, 2010
APPROVAL OF THE MINUTES OF THE SPECIAL TOWN COUNCIL MEETING

D. APPROVAL OF MAJOR MATTERS CONSIDERED BY THE ARCHITECTURAL COMMISSION AT ITS MEETING ON DECEMBER 18, 2009. — Page 47

E. RESOLUTIONS

1. RESOLUTION NO. 2-10 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Purchase Order to Mathews Consulting, Inc., for Force Main Design Services Between Sanitary Sewage Pumping Stations A-7 and A-39 for the Town of Palm Beach. [H. Paul Brazil, Director of Public Works] — Page 62

2. RESOLUTION NO. 3-10 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Purchase Order to Corzo Castella Carballo Thompson Salman, P.A. for the Tangier Avenue Storm Drainage Design Services for the Town of Palm Beach. [H. Paul Brazil, Director of Public Works] — Page 65

3. RESOLUTION NO. 4-10 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Purchase Order to Kimley Horn and Associates for the Laurian Lane Storm Drainage Improvements for the Town of Palm Beach. [H. Paul Brazil, Director of Public Works] Page 68

4. RESOLUTION NO. 5-10 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Purchase Order to Corzo Castella Carballo Thompson Salman, P.A. for the North Lake Way Drainage Improvements Between El Dorado Lane and Plantation Road for the Town of Palm Beach. [H. Paul Brazil, Director of Public Works] Page 71

5. RESOLUTION NO. 6-10 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Assessing a Lien Against the Property at 112 Caribbean Avenue, Palm Beach, Florida 33480, in the Amount of $3,764.86, Together with Interest at Eight Percent Compounded Unless Paid Within Thirty Days after Publication of this Resolution; Providing an Effective Date. [John C. Randolph, Town Attorney] Page 74

6. RESOLUTION NO. 8-10 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town Manager to Contract with Applied Technology & Management, Inc., for Mid-Town Beach Cumulative Assessment. [H. Paul Brazil, Director of Public Works] Page 83

7. RESOLUTION NO. 9-10 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Purchase of Four (4) Ford Ranger Pick-up Trucks. [H. Paul Brazil, Director of Public Works] Page 90

8. RESOLUTION NO. 10-10 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving Procurement of D-9 Storm Water Pump Station Pumps, a Fund 307 Project, for the Town of Palm Beach. [H. Paul Brazil, Director of Public Works] Page 93

F. Other

1. Approval of Worth Avenue Association's Request to Implement Zone Parking on Worth Avenue. [Thomas G. Bradford, Deputy Town Manager] Page 97

2. Approval of Change Order for the Purchase of a Freightliner M2 Utility Truck and Re-Allocation of Funds for Four (4) Trash Truck Dump Bed Transfers. [H. Paul Brazil, Director of Public Works] Page 101

IX. BOARD/COMMISSION ANNUAL REPORT

A. Investment Advisory Committee. [Dr. Michael Andrews, Chairman and Jane Struder, Director of Finance] Page 105

X. REGULAR AGENDA

A. Old Business

1. Worth Avenue Improvement Project Maintenance Responsibility. [Thomas G. Bradford, Deputy Town Manager] Page 120

2. Bond Issue for Accelerated Capital Improvement Program and Refinancing of Outstanding Town Debt. Page 123

a. RESOLUTION NO. 13-10 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Issuance of Not Exceeding $77,000,000 Town of Palm Beach, Florida Public Improvement Revenue Bonds in One or More Series for the Purpose of Refunding All or a Portion of the Town's Revenue Bonds, Series 2003B (Capital Improvement Project), Public Improvement Revenue Note, Series 2008 and Public Improvement Revenue Note, Series 2009 and Financing or Refinancing All or a Portion of the Cost of Acquiring, Constructing, Renovating and Equipping Components of its Capital Improvement Plan Relative to Certain Drainage, Sanitary Sewer and Water System Improvements, Street Lighting, Signage and Other Road Improvements, Public Capital Improvements Within the Worth Avenue Commercial District and Capital Improvements to the Par 3 Golf Course; Authorizing and Directing the Town Manager or the Finance Director to "Deem Final" the Preliminary Official Statement Relating to the Bonds for Purposes of Rule 15c2-12 of the Securities and Exchange Commission; Authorizing and Directing the Mayor, Town Council Members, the Town Manager, the Finance Director and Other Proper Officials of the Town to Execute and Deliver Any and All Documents and Instruments and to Do and Cause to Be Done Any and All Acts and Things Necessary or Proper for Carrying out the Transactions Contemplated by this Resolution; and Providing for an Effective Date. [Jane Struder, Director of Finance]

b. RESOLUTION NO. 14-10 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Supplementing Town Resolution No. 13-10 to Authorize the Negotiated Sale of Town of Palm Beach, Florida Public Improvement Revenue and Refunding Bonds, Series 2010A (Capital Improvement Project) and Town of Palm Beach, Florida

Public Improvement Revenue Bonds, Series 2010B (Worth Avenue Commercial District Project); Approving the Form of and Authorizing the Distribution of a Preliminary Official Statement in Connection with the Series 2010 Bonds; Authorizing the Execution and Delivery of an Official Statement in Connection with the Offering of the Series 2010 Bonds; Authorizing the Execution and Delivery of a Bond Purchase Agreement; Requiring Compliance Within Certain Statutory Requirements; Authorizing the Purchase of a Bond Insurance Policy And/or Reserve Account Credit Facility If Deemed Cost Effective; Authorizing and Directing the Town Manager and Finance Director to Determine Certain Other Details of Said Series 2010 Bonds Within the Parameters Set Forth Herein; Authorizing the Proper Officials to Do All Other Things Deemed Necessary or Advisable in Connection with the Issuance, Sale and Delivery of Said Series 2010 Bonds; and Providing for an Effective Date.
[Jane Struder, Director of Finance]

B. New Business

1. Consideration of Scheduling an Attorney/Client Session Regarding State of Florida Department of Transportation vs Town of Palm Beach, et al, Case No. 50 2009 CA 035248 XXIX MB AN, Fifteenth Judicial Circuit Court, Palm Beach County, Florida to Discuss this Matter Immediately Following this Regular Town Council Meeting in the Administrative Conference Room, 360 South County Road, Palm Beach Florida. Attorney/Client Session Attendees: Mayor Jack McDonald; Town Council President David A. Rosow; Town Council President Pro Tem Gail Coniglio; Town Council Members William J. Diamond; Richard M. Kleid; and Robert N. Wildrick; Town Manager Peter B. Elwell; Town Attorney John C. Randolph; Attorney H. Adams Weaver; and Ley & Marsaa Court Reporters.
[John C. Randolph, Town Attorney]

2. Proposed Landscape Plan and Fundraising Project at 240 Park Avenue. Page 255
[H. Paul Brazil, Director of Public Works]

3. Proposed Modification of Golf Fee Schedule and Procedures. Page 260
[Jay Boodheshwar, Director of Recreation]

a. RESOLUTION NO. 12-10 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Recreation Department Fees for Fiscal Year 2010.

XI. ORDINANCES

A. Second Reading

1. ORDINANCE NO. 21-09 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 10, Animals, Article I, in General, Section 10-1, Definitions, Regarding Domesticated Household Pets or Domesticated Animals and Livestock; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date. [John C. Randolph, Town Attorney] Page 266

2. ORDINANCE NO. 23-09 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 42, Environment, Article V, Noise, Section 42-196, Providing a Definition for a Considerable Number of Persons; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.
[John C. Randolph, Town Attorney] Page 270

B. First Reading

None

XII. ANY OTHER MATTERS

XIII. ADJOURNMENT

PLEASE TAKE NOTE:

Note 1: 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 proceeding. 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 2: 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 lease two (2) working days before this meeting.

Note 3: 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 4: A summary of the actions taken at Town Council meetings can be viewed on the Town's website after 5 p.m. on the Friday following the Town Council meeting.

PROCEDURES FOR PUBLIC PARTICIPATION

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

PUBLIC HEARINGS: Any citizen is entitled to be heard on an official agenda item under the section entitled "Public Hearings", subject to the three minute limitation.

COMMUNICATIONS FROM CITIZENS: Any citizen is entitled to be heard concerning any matter under the section entitled "Communications from Citizens", subject to the three minute limitation.

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

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

Town of Palm Beach
Meeting Schedule

1/6/10

Tue 01/12/2010 09:30 AM	Town Council Meeting	EOC
Wed 01/13/2010 09:30 AM	Town Council Meeting (Development Review)	EOC
Mon 01/18/2010 04:00 AM	MARTIN LUTHER KING, JR. DAY	TOWN HALL CLOSED
Tue 01/19/2010 09:30 AM	Planning & Zoning Commission Meeting	EOC
Wed 01/20/2010 09:30 AM	Landmarks Preservation Commission Meeting	EOC
Thu 01/21/2010 02:00 PM	Code Enforcement Board Meeting	EOC
Fri 01/22/2010 09:00 AM	Shore Protection Board Meeting	EOC
Tue 01/26/2010 09:30 AM	Ordinances, Rules, and Standards (ORS) Committee Meeting	EOC
Wed 01/27/2010 09:00 AM	Architectural Commission (ARCOM) Meeting	EOC
Tue 02/02/2010 07:00 AM	Election Day	Precincts
Tue 02/09/2010 09:30 AM	Town Council Meeting	EOC
Wed 02/10/2010 09:30 AM	Town Council Meeting (Development Review)	EOC
Thu 02/11/2010 09:00 AM	Police Officers' Retirement Board Meeting	EOC

Fri 02/12/2010 09:00 AM	General Employees Retirement Board Meeting	EOC
Mon 02/15/2010 04:00 AM	PRESIDENTS' DAY	TOWN HALL CLOSED
Tue 02/16/2010 09:30 AM	Planning & Zoning Commission Meeting	EOC
Wed 02/17/2010 09:30 AM	Landmarks Preservation Commission Meeting	EOC
Thu 02/18/2010 02:00 PM	Code Enforcement Board Meeting	EOC
Fri 02/19/2010 02:00 PM	Firefighters' Retirement Board Meeting	EOC
Wed 02/24/2010 09:00 AM	Architectural Commission (ARCOM) Meeting	EOC
Thu 02/25/2010 09:00 AM	Shore Protection Board Meeting	EOC
Wed 03/03/2010 09:00 AM	Recreation Advisory Commission Meeting	Recreation Center
Tue 03/09/2010 09:30 AM	Town Council Meeting	EOC
Wed 03/10/2010 09:30 AM	Town Council Meeting (Development Review)	EOC

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2010

Section of Agenda
Consent Agenda

Agenda Title
Approval of the Minutes of the Town Council Meeting held on December 16, 2009

Presenter
Joanna Cunningham, Town Clerk

Supporting Documents

- Minutes from the Town Council Meeting held on December 16, 2009

MINUTES OF THE TOWN COUNCIL MEETING
HELD ON WEDNESDAY, DECEMBER 16, 2009

I. CALL TO ORDER AND ROLL CALL

The Regular Town Council Meeting was called to order on Wednesday, December 16, 2009, at 9:30 a.m., in the Emergency Operations Center, 355 South County Road, Palm Beach. On roll call, all of the elected officials were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. COMMENTS OF MAYOR JACK McDONALD

There were none.

IV. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

There were none.

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

There were none.

VI. APPROVAL OF AGENDA

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

VII. PUBLIC HEARINGS

A. RESOLUTION NO. 120-09 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 Seagull Cottage, Located at 58 Cocoanut Row, 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 2-84, Also Known as Chapter 54, Article IV of the Code of Ordinances of the Town of Palm Beach. [John S. Page, Director of Planning, Zoning, and Building]

Town Attorney Randolph read Resolution No. 120-09 by title, as printed above.

Responding to President Rosow, Historic Consultant Jane Day responded that proof of publication had been obtained.

Town Clerk Cunningham administered the oath to all those who would be providing testimony.

Jane Day provided a PowerPoint presentation and submitted a copy into the record, regarding the criteria of designating the Seagull Cottage, 58 Cocoanut Row, as a landmarked property.

Motion made by President Pro Tem Coniglio, seconded by Council Member Diamond, to accept the Designation Report of the Seagull Cottage. On roll call, the motion carried unanimously.

Historic Consultant Day recognized the architect for the restoration of Seagull Cottage, Jacqueline Albarran of SKA Architects and Planners, who was in the audience.

President Pro Tem Coniglio expressed her appreciation to the community and the Palm Beach Preservation Foundation in their efforts to maintain the Cottage through the Landmarks Preservation Commission's process. She commented that the Royal Poinciana Chapel should be commended, thanked and congratulated for their hard work, and efforts in fundraising.

Motion made by President Pro Tem Coniglio, seconded by Council Member Diamond, to approve Resolution No. 120-09, designating the property at 58 Cocoanut Row, as a landmark of the Town of Palm Beach on the basis that it met criteria 1, 3 and 4, of Section 54-161 of the Town of Palm Beach Code and the Landmarks Preservation Ordinance No. 2-84. On roll call, the motion carried unanimously.

Michael Ainsley, President of Royal Poinciana Chapel commented that he was happy that the Seagull Cottage was expanded and landmarked.

VIII. ORDINANCES

A. Second Reading

1. ORDINANCE NO. 20-09 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Providing for a New Chapter 19 Relating to Unlicensed Contractors; Providing for the Adoption by the Town of Provisions of Section 489.127 Florida Statutes; Designating the Town's Code Enforcement Section to Enforce the Provisions of Said Statute Pursuant to its Terms; Providing for Code Enforcement Procedures and Penalties; Amending Chapter 2 of the Town Code Relating to Administration, at Article V Code Enforcement, Division 3 Procedure, Section 2-439 Citation Fine Schedule, So as to Include Class IV Violations of $500.00; Providing That Violations of Section 19-1, Relating to the Adoption and Enforcement of Florida Statute Section 489.127 Relating to Unlicensed Contractors Shall Be Considered a Class IV Violation; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date. [John C. Randolph, Town Attorney]

Town Attorney Randolph read Ordinance No. 20-09 by title, as printed above.

Motion made by Council Member Diamond, seconded by President Pro Tem Coniglio, to adopt Ordinance No. 20-09. On roll call, the motion carried unanimously.

B. First Reading

1. ORDINANCE NO. 17-09 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 22, Businesses, Division 2, Window Treatment, Providing for Definitions; Providing Specifications for Window Treatments and Screening of Store Fronts in Commercial Zoning Districts; Providing Exceptions; Providing a Penalty; Providing for Severability; Repealing All Ordinances or Parts of Ordinances in Conflict Hereof; Providing for Codification; Providing an Effective Date. [John S. Page, Director of Planning, Zoning, and Building] Deferred from the November 12, 2009, Town Council Meeting.

Planning, Zoning and Building Director Page commented that the changes regarding the window treatments discussed prior to today's meeting had been incorporated into the first reading of the ordinance.

Planning Administrator Lindgren provided a PowerPoint presentation regarding the specifications for window treatments and screening in store fronts.

Discussion occurred among the Council Members and staff. The following items were addressed:

- Exceptions for legal nonprofit institutions; for example, the Church Mouse.

- Drapes and curtains could be used as a backdrop for historic photos.

- Difficulties regarding staging without any benchmarks could be subjective for Code Enforcement.

- On pages 47 and 48 in the backup, in *Division 2. Window Treatment*, Section 22-57 is printed as: All transparent windows and doors…; in Section 22-58, the corresponding language should be changed to agree with Section 22-57...

Town Attorney Randolph read Ordinance No. 17-09 by title, as printed above.

Town Attorney Randolph advised that "not-for-profit" or "nonprofit" language was correct when describing charitable institutions, rather than non for profit, which was not correct.

Motion made by Council Member Diamond, seconded by President Pro Tem Coniglio, to approve on first reading Ordinance 17-09, as amended, that the language in Section 22-58 be changed to agree with the language, *All transparent windows and doors…* , in Section 22-57. On roll call, the motion carried unanimously.

IX. DEVELOPMENT REVIEWS

A. Appeals

None

B. Time Extensions & Waivers

1. Request for Waiver of Section 42-199, Hours of Construction, at the Everglades Club, 405/415 Cocoanut Row (Per Letter Dated December 2, 2009, From Maura A. Ziska).

Town Clerk Cunningham administered the oath to all those who would be providing testimony.

Ex-parte communication was declared by:

- President Pro Tem Coniglio received a telephone call from Attorney Maura Ziska, advocating for her client.

Attorney Ziska, on behalf of the Everglades Club, provided an overview of a Request for Waiver of Hours of Construction. She indicated that the request was for 19 days of work on Worth Avenue, which exceeded the "no work on Worth Avenue" ordinance; the Everglades Club was not located directly on Worth Avenue. The Worth Avenue Association gave their consent. Her clients agreed to all of the conditions set forth by staff.

Staff Comments:

Planning, Zoning and Building Director Page concurred with Attorney Ziska and outlined seven conditions contingent on the approval.

President Rosow stated that he was a member of the Everglades Club and earlier Town Attorney Randolph said that he could participate in the discussion, as he did not have any financial interest in the Club. Council Member Wildrick noted that he was also included in the same situation as President Rosow.

Motion made by Council Member Diamond, seconded by President Pro Tem Coniglio, to approve the Request for Waiver of Section 42-199, Hours of Construction, at the Everglades Club, 405/415 Cocoanut Row, as amended by staff's conditions. On roll call, the motion carried unanimously.

C. Variances, Special Exceptions, and Site Plan Reviews

1. Old Business- Less Than 15 Minutes

None

2. New Business- Less Than 15 Minutes

a. VARIANCE #28-2009 The application of L. Frank Chopin, Attorney for William and Norma Tiefel; relative to property commonly known as 159 Via Del Lago; described as lengthy legal description on file; located in the R-A Zoning District. Request approval of a variance to allow the placement of a swimming pool within the front yard area. The variance is to allow the reconfiguration of a swimming pool with a front yard setback of 26.5 feet in lieu of the 35 foot minimum required. The existing swimming pool has an 18.34 foot setback. [Attorney: L. Frank Chopin, Esq.]

Ex-parte communication was declared by:

- Council Member Kleid had a brief conversation with Attorney Frank Chopin, where he advocated his client's position.

- President Pro Tem Coniglio had a brief conversation with Attorney Frank Chopin, where he advocated for his client.

Attorney Chopin, on behalf of William and Norma Tiefel, provided an overview of the variance request, at 159 Via Del Lago. He displayed renderings in order to show what they were trying to achieve. He indicated that the hardship was that the zoning of the property had changed.

Staff Comments:

Responding to President Rosow, Zoning Administrator Castro noted that there were no objections from neighbors.

Mr. Castro said that the pool was being moved further back onto the property, and the pool was being moved around in order to have a more east-west orientation than north-south. The property was designed to have the pool at that location and was decreasing the nonconformity.

President Pro Tem Coniglio moved that Variance No. 28-2009, be granted and found, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 had been met. Council Member Diamond seconded the motion. On roll call, the motion carried unanimously.

b. MODIFIED SPECIAL EXCEPTION #10-2009 WITH SITE PLAN REVIEW AND VARIANCES The application of Maura A. Ziska, Attorney for Palm Beach Orthodox Synagogue, Inc.; relative to property commonly known as 120, 122 & 126 North County Road; described as Lots 178, 177, 176 and the South 8.14 feet of Lot 175, according to the Plat thereof, on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida recorded in Plat Book 2, Page 6, less the East 15 feet of County Road Right of Way; located in the C-TS Zoning District. Request to Modify a Special Exception use by expanding the entry of the Synagogue by allowing a pediment over the middle building and shed roof over the north building that will extend 0.83 feet (10 inches) from the existing building facade. A Site Plan Review is requested as part of the special exception use to allow the Synagogue to expand their entry feature and place a pitched roof over the flat roof on the northern portion of the building. Site Plan Review is requested to allow the Synagogue to modify their entry feature and replace a portion of their roof from a flat roof to a pitched roof. Variances are requested to expand a non-conforming building by allowing the proposed pediment/architectural feature to increase the height; to allow a building identification sign and emblem to be at 16.75 feet and 17.8 feet in height (respectively) in lieu of the 15 foot maximum allowed; for a front yard setback of 3.87 feet in lieu of the 5 foot minimum required and 4.79 existing for the new pitched roof to be placed on top of the flat roof on the northern portion of the building; for the north side yard setback of 0 feet in lieu of the 5 foot minimum required for the new pitched roof and parapet that will be placed in the flat roof on the northern portion of the building; for the overall height to be 24.1 feet in lieu of the 20 foot maximum allowed for the new pitched roof over the northern building. [Attorney: Maura A. Ziska, Esq.] [Landmarks Preservation Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the landmark property. Carried 7-0.]

Ex-parte communication was declared by:

- Council Member Diamond said that he is the Director of the Palm Beach Orthodox Synagogue, Inc., but he did not receive any financial consideration from the Synagogue. Town Attorney Randolph advised Council Member Diamond that because he is on the Board, he should recuse himself.

- President Pro Tem Coniglio had a telephone call from Attorney Ziska, who advocated for her client.

Council Member Diamond filed form 8B and left the dais.

Attorney Ziska provided an overview of the request. She indicated that it was a landmarked building and currently nonconforming to today's zoning code; any improvements would make it an expansion of a nonconforming building.

Arthur Chabon, architect for the project, presented the drawings.

Jacqueline Albarran, SKA Architects and Planners, addressed a previous objection from one of the neighbors, who had since withdrawn the objection.

Staff Comments:

Zoning Administrator Castro made several of the following comments:

- Landmarks recommendation was that the implementation of the proposed variances would not cause a negative architectural impact on the landmarked property.

- The hardship needed to be demonstrated.

- The change in roof style was the reason behind the setback variances.

- The signs in the front of the entry feature were being modified and required a variance because it exceeded the Town's maximum height allowed.

- There was discussion regarding the naming of the building and putting the person's name on the building; the Landmarks Preservation Commission would have preferred a plaque, but no action was taken on that issue. There was precedence for having names on the buildings.

- Staff's other concern was calling it a learning center, and staff wanted to ensure that there were no school type activities, as there was no approval from the Town Council to operate a private school.

Council Member Wildrick said he was impressed with how the organization worked and how it worked with the community to resolve the issues.

President Pro Tem Coniglio agreed with Council Member Wildrick and asked that the organization be consistent with staff's request that it not be a learning center. She said that the renovation was a beautiful job and applauded Ms. Albarran and the Landmarks Preservation Commission for being adaptable to buildings that were considered history for the Town.

Zoning Administrator Castro added that the Synagogue would need to work with the Fire Marshal to install sprinklers and provide a Knox box externally to provided access for Fire-Rescue in case of an emergency.

President Pro Tem Coniglio moved that Modified Special Exception #10-2009 with Site Plan Review and Variances, be granted and found, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 had been met, including conditions set forth by staff. Council Member Wildrick seconded the motion. On roll call, the motion carried 4-0, as Council Member Diamond had recused himself.

3. Old Business- More Than 15 Minutes

a. VARIANCE #26-2009 The application of James C. Paine, Jr., Esquire, Attorney for Eugene R. Fagan III; relative to property commonly known as 135 Root Trail; described as the west 12 feet of Lot 3 and all of Lot 4, Roots Subdivision, according to the plat thereof, recorded in Plat Book 13 Page 35 of the public records of Dade County, Florida and recorded in Plat Book 1, Page 22, of the public records of Palm Beach County, Florida, said lands lying and being and situate in Palm Beach County, Florida; located in the R-C Zoning District. Request approval of variances to modify and renovate an existing two story, flat roof, eight unit apartment building and create two single family dwelling units within the approximate footprint of the existing building. The existing building consists of two, four unit sections connected by an exterior stair and breezeway. The renovation will comply with the requirement that no more than 50% of the structure be demolished so that the building footprint, which is nonconforming, may remain. They are proposing a change from a flat to a pitched roof which require the following variances to increase the height and overall height of the existing building within the required setbacks: (1) a 4.2 foot existing front yard setback in lieu of the 25 foot minimum required; (2) a 1.5 foot existing east side yard setback in lieu of the 15 foot minimum required; (3) a 2.2 foot existing west side yard setback in lieu of the 15 foot minimum required; (4) a 2.8 foot existing rear yard setback in lieu of the 15 foot minimum required. [James C. Paine, Jr., Esq.] [ARCOM Recommendation: Implementation of the proposed variance does not cause negative architectural impact. Carried 4-3; Ms. Diver, Mrs. Vanneck and Mr. Feldkamp dissenting.] Deferred from the November 12, 2009, Town Council Meeting (Special Circumstances).

Ex-parte communication was declared by:

- Council Member Diamond had brief conversations in the past on behalf of the applicant, and attended the ARCOM meetings.

- President Pro Tem Coniglio had seen the presentation several times, attended the Architectural Commission (ARCOM) meeting, spoke to a neighbor, and visited the site.

- Council Member Kleid attended the ARCOM meetings.

Attorney Timothy Hanlon provided an overview of the request for a variance for Eugene R. Fagan, III, at 135 Root Trail. He read a letter of support, into the record, from neighbor Denis Coleman.

Attorney James Paine and owner Mr. Eugene Fagan III presented the drawings.

Staff Comments:

Zoning Administrator Castro made several of the following comments:

- The reason for not having more variances was because they were not demolishing more than 50% of the volume of the building.

- By decreasing from 8 units to 2 units, it reduced density and increased two on-street parking spaces.

- Facade improvements on the building relative to stucco improvements made it more aesthetically pleasing.

- It would be a large improvement to the property, and the four variances being requested were necessary.

- In order to meet the height requirements in the code, some of the parapets would be shaved off in order to put the roof trusses on the parapet, and there would be some engineering improvements on the trusses and the roof.

- The Fire Marshal submitted comments that the EPA requirements for code would have to be met and that the applicant would have to work with the Fire Marshal at the time of obtaining the building permit to ensure the improvements were made.

Council Member Diamond moved that Variance No. 26-2009, be granted and found, in support thereof, that all of the criteria applicable to this application as set forth in Section 134-201(a), items 1 through 7 had been met, including staff recommendations that the Environmental Protection Agency's (EPA) requirements had been met. Council Member Wildrick seconded the motion. On roll call, the motion carried unanimously.

4. New Business- More Than 15 Minutes

a. VARIANCE #29-2009 The application of Maura A. Ziska, Attorney for Liza B. Risin; relative to property commonly known as 206 Seaspray Avenue; described as Lots 457 and 459, POINCIANA PARK SECOND ADDITION, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 6, Page 86; located in the R-B Zoning District. Request approval of a variance to allow construction of a 796 square foot two story addition for a garage and master bedroom with a west side yard setback of 5.2 feet in lieu of the 15 foot minimum required. [Attorney: Maura A. Ziska, Esq.]

This item was heard after item IX.C.4.b., as the architect was not present.

Ex-parte communication was declared by:

- Council Member Diamond received a telephone call from Adam Falkoff, on behalf of the applicant, advocating the applicant's position.

- President Pro Tem Coniglio had a brief conversation with Attorney Ziska, a telephone conversation with Oliver Quinn, Katy Pressly, Mary Pressly, and the owners of the surrounding property.

Responding to Town Attorney Randolph, President Pro Tem Coniglio related that Attorney Ziska advocated for her client, Liza Risin, Mr. Quinn and the Pressly's were concerned about the hardship and the impact the Variance would have upon their properties.

Attorney Ziska, on behalf of Dr. and Mrs. Risin, provided an overview of the request.

Architect Michael Perry presented the plans, and responded to questions and comments by the Council.

Council Member Diamond indicated that part of the condition of approval would be that the garage would be used for at least one car and not storage only.

Staff Comments:

Zoning Administrator Castro made several of the following comments:

- The reason the neighbor was over the cubic content ratio (CCR) was because many years ago when the Sea streets were developed, the setbacks were more flexible.

- Many of the houses today were nonconforming, as they were built prior to the existing code.

- In this situation, the house was built to the east side of the property in order to accommodate a driveway going back to a carriage house.

- The owner was requesting to add a two-story addition with a five foot setback on a 52 foot wide lot, a very small piece of property, unlike the neighbor to the east, where they were asking for a very diminimus variance for a small cottage, one-story additions, and very unassuming.

- This was a much larger addition, and staff was not sure of the hardship for such a variance request on this lot.

Attorney Ziska responded to questions and comments by the Council and staff.

Town Clerk Cunningham administered the oath to Dr. Risin, who would be providing testimony.

Dr. Risin commented that his reason for a adding a garage was an issue of safety for his children, and it would not be used for storage.

Architect Albarran, for the record, on behalf of Mr. Quinn, related his concern, which was explained in Mr. Castro's comments regarding the houses setbacks being to one side to allow for a driveway, and that the proposed house was obtrusive.

Motion made by Council Member Kleid to defer Variance #29-2009 to the January 13, 2010, Town Council Meeting. Council Member Diamond seconded the motion. On roll call, the motion carried unanimously.

President Pro Tem Coniglio commented that the Town Council was not in a position to decide what architecturally fit with the neighborhood and the client.

Responding to Attorney Ziska, President Rosow noted that it would be acceptable to have an informal review at ARCOM, and that the Town Council would not decide if the proposed plan was architecturally appealing, but whether or not the Variance was appropriate.

Amended motion made by Council Member Kleid to defer Variance #29-2009 to the March Town Council Meeting. The seconder agreed.

Attorney Ziska indicated that the applicant could be ready by the February Town Council Meeting.

Council Member Kleid further amended to defer Variance #29-2009 to the February Town Council Meeting and in the interim it would be referred to ARCOM for their consideration. The seconder agreed.

Responding to President Pro Tem Coniglio, Town Attorney Randolph indicated that the variance request was deferred with the direction to restudy. It had not been deferred so that the application would come back.

Upon roll call, the motion carried unanimously.

b. VARIANCE #30-2009 The application of Maura A. Ziska, Attorney for St. George Investments, LLC (Wayne Ducote); relative to property commonly known as 1470 North Lake Way; described as lengthy legal description on file; located in the R-A Zoning District. Request approval of variances to (1) construct a dock and associated appurtenances a maximum of 244 feet west of land in lieu of the 150 foot maximum allowed; (2) for a side yard setback for triple dolphin piles to be 15 feet from the south property line and 15 feet from the north property line in lieu of the 25 foot minimum required; (3) to allow an accessory structure (dock) to be built on a parcel of land that has no principal structure. [Maura A. Ziska, Esq.]

President Rosow recused himself since this was his neighbor and he may have financial loss or gain. He filed form 8B and left the dais after passing the gavel to President Pro Tem Coniglio.

Ex-parte communication was declared by:

- Council Member Diamond had a telephone conversation with Attorney Ziska, who called to explain her client's point of view, and he received a letter from Attorney Hanlon in opposition to the application.

- Council Member Wildrick that Mr. Ducote called him to explain the project, and Mr. Wildrick suggested that Mr. Ducote call the neighbors to ensure there were no disagreements.

- President Pro Tem Coniglio talked with Attorney Ziska, walked the site and had a conversation with Attorney Hanlon regarding his concerns of his property owner.

Attorney Ziska provided an overview of the applicant's request. The hardship was the lay of the land which contained a recessed alcove.

Staff Comments:

Zoning Administrator Castro made several of the following comments:

Paul Castro said the property was located in a cove, as the properties on either side jutted out.

- The most difficult of the variances, for staff, was building a dock without a house.

- There were issues in the past of people docking their boats and using the property for their own recreational needs before the home was built.

- The code did not allow any accessory structures without a principal structure, which was one of the variances.

- The second variance related to how far into the intracoastal the applicant wanted the dock to extend, which was relative to the bathometric depths, and how big a boat that the property owner wanted. The dock was designed for a much larger boat, as well as some smaller boats with other lifts, which could be seen by the dolphin piles located further outside of the dock.

- Not knowing the size of the boat was a concern for the neighbors.

- Staff was not sure of the hardship on the side yard setbacks, as the applicant would have to speak to it. The setback variances were related to how big a boat the applicant may want to place in the future.

Discussion occurred among the Town Council Members, Attorney Ziska and Attorney Hanlon regarding several of the following comments:

- The long length of the dock.

- Consent was needed from the neighbors.

- The adjacent neighbors consented to the dock.

- Ogden Phipps and Susan Markin objected.

- Mr. Phipp's view would be compromised if there was a boat located at the 150' length of the dock.

- Mr. Wilson, the adjacent neighbor, had submitted an application for a similar length dock, which would compromise their view, and this application would be used as a precedent if approved today.

- There was no hardship related to the pilings and intrusion into the side setbacks.

- No hardship related to use without a principal residence.

- By law, residents were not entitled to a view.

Responding to Attorney Hanlon's statement that the variance was unjustified by legal analysis, Attorney Ziska indicated that there was a right to a variance when the hardship was the shallow water and there was a precedence of docks because of the sea grass and shallow water, and the topography of the land.

Council Member Diamond moved that Variance #30-2009 be denied for the reason that the application did not meet the criteria set forth in Section 134-201(a), items 1 through 7. Council Member Wildrick seconded the motion.

Attorney Ziska requested a deferral in order to work with the neighbors.

Substitute motion made by Council Member Kleid, to defer Variance #30-2009 to the January 13, 2010, Town Council Meeting. Council Member Wildrick seconded the motion.

Motion to deny was withdrawn by Council Member Diamond.

Upon roll call, the motion carried 3-1, with President Pro Tem Coniglio dissenting, and President Rosow recusing himself.

c. SPECIAL EXCEPTION #16-2009 The application of Dana Schechtman, Managing Member of DPS Fit LLC for Three Pearls, Ltd.; relative to property commonly known as 235 Sunrise Ave., Suite C-23 through C-26; described as Palm Beach Hotel Condominium Units C-23 through C-26; located in the C-TS Zoning District. Request a Special Exception to allow the operation of a 3,099 gross leasable sq. ft. health and fitness studio, spa and med-spa ("Essentio Fitness Club and Spa"). Since the proposed space is in excess of 2,000 sq ft of gross leasable area, the new tenant is required to obtain Town Council approval and a finding that the proposed use is town serving. [Attorney: Dana Schechtman, Managing Member of DPS Fit LLC]

Ex-parte communication was declared by:

- Council Member Diamond received a letter from the Palm Beach Hotel, which was sent to all the members of the Town Council.
- President Pro Tem Coniglio had a conversation with Dick Spilberg, president of the condominium association.

Tara Pearl, owner of Three Pearls, Ltd., introduced applicant and Attorney Dana Schechtman, who provided an overview of the request.

Staff Comments:

Zoning Administrator Castro made several of the following comments:

- Previously, a trainer's gym was located in the Palm Beach Hotel, who was not allowed to have music and only one television in the tenant space.
- Typically gyms open early in the morning and stay open later in the evening, as people need to attend before and after work hours.

- Staff's concern was relative to the music and the noise created from the gym; a remedy for that would be to allow club members' the use of walkmans or headphones and the personal training would be without music where it would not emanate any noise or vibration.

- Staff was not sure what was being proposed regarding the Med Spa.

Randolph Inman, Community Association Manager for the Palm Beach Hotel Condominium Association, stated that the Association did not have an objection to the gym. He noted that the Association's objection was an issue with the landlord, which was still pending, and the lease would not be approved until the matter was cleared up. He asked that the request be deferred to a future meeting.

Ms. Pearl responded that the request was a zoning issue and not relevant to the issue with the association manager.

Town Attorney Randolph noted that the application related to the Special Exception and whether or not it was Town serving. If there was a dispute between the two parties, it would need to be resolved between them.

Discussion occurred among the Town Council Members regarding deferring the item until matters were cleared between the Association and the landlord.

Ms. Pearl and Attorney Schechtman responded to questions and comments from the Council.

Responding to Council Member Kleid, Town Attorney Randolph explained the Council's position with a Special Exception, vis-a-vis a Variance. The gym area exceeded 2,000 square feet and the applicant needed to prove that they were Town serving.

Motion made by Council Member Wildrick that Special Exception No. 16-2009 shall be granted based upon the finding that such grant would not adversely affect the public interest and that the applicable criteria set forth in Section 134-229 of the Town Code had been met.

Discussion occurred among the Council Members regarding a possible noise problem that could be created by allowing the gym to be in operation.

Town Clerk Cunningham administered the oath to Dick Spilberg.

Dick Spilberg, president of the Palm Beach Hotel Condominium Association, provided clarification on several issues between the Association and the landlord, Ms. Pearl.

Zoning Administrator Castro stated that the applicant needed to meet all of the criteria in the code, which included impacts to the neighbors, which was also Town serving. He added that the applicant could be required to return to the Council with Town serving documentation at a later date.

Responding to Mayor McDonald, Mr. Spilberg indicated that he could control the starting time, and that there was no Board meeting where the members expressed their opinion regarding the gym. Mayor McDonald informed him that Florida Statute 718 did not allow polling the Board members, as opposite opinions had been discussed.

Town Attorney Randolph provided further clarification regarding Town serving criteria and also the criteria set forth in the Town Code, which the Council had the right to impose conditions.

Responding to Council Member Kleid, Attorney Schechtman stated that he had no objection to changing his hours to open at 7:00 a.m.

President Rosow commented that while using the television, earphones should be used or use of closed caption, and that noise and hours of operation should be controlled by the Council, in order to not change the quality of life of the residents in the Hotel.

Discussion occurred among the Council regarding the landlord and the Association's differences being separate from the noise issues and hours of operation; also the Council discussed deferring the item until the lease was approved.

Attorney Schechtman noted that he discussed his business interactions with the residents, which did not include disturbing the residents, as they were also his clients. He stated that he would do everything physically possible to ensure that the residents' concerns were addressed.

Motion made by Council Member Diamond to defer Special Exception No. 16-2009 until the January 13, 2010, Town Council Meeting in order to report on the progress of the DPS, LLC. President Pro Tem Coniglio seconded the motion. On roll call, the motion carried unanimously.

Council Member Kleid voted yes, but indicated that he was not sure much progress could be made, as the Association and the landlord were in absolute opposing positions.

Attorney Schechtman stated that as a business owner, he was responsible for his employees, clients, and members and that by deferring the issue he could not successfully open his business. He requested a conditional approval pending the Association's approval.

Responding to Council Member Kleid, Attorney Schechtman replied that he did not expect to open up the business without the Association's approval.

Motion made by Council Member Diamond, seconded by Council Member Kleid, to reconsider the previous motion regarding deferral of Special Exception No. 16-2009. On roll call, the motion carried unanimously.

President Pro Tem Coniglio expressed concern regarding the public leaving after the previous motion was approved.

Mayor McDonald noted that the only person who left was Mr. Spilberg and that his interest would be protected in the motion.

Motion made by Council Member Diamond to conditionally approve Special Exception No. 16-2009, subsequent to the approval by the Board of Directors of Palm Beach Hotel Condominium Association.

Amended motion made by Council Member Diamond to conditionally approve Special Exception No. 16-2009, subsequent to the approval by the Board of Directors of Palm Beach Hotel Condominium Association, including: listening to television, radio, or music of any kind would require the use of earphones; the hours of operation as determined by the Association; return to staff with proof of Town serving documentation within six months of the opening of the business and provide a copy of the lease approval. Council Member Kleid seconded the motion. On roll call, the motion carried unanimously.

D. Other

None

X. ANY OTHER MATTERS

There were none.

XI. ADJOURNMENT

There being no further business, the Town Council Meeting of December 16, 2009, was adjourned at 11:44 a.m.

APPROVED:

____

David A. Rosow
Town Council President

ATTEST:

____

Joanna Cunningham
Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2010

Section of Agenda

Consent Agenda

Agenda Title

Approval of the Minutes of the Town Council Meeting held on December 17, 2009

Presenter

Joanna Cunningham, Town Clerk

Supporting Documents

- Minutes of the Town Council Meeting held on December 17, 2009 from Town Clerk, Joanna Cunningham

MINUTES OF THE TOWN COUNCIL MEETING
HELD ON THURSDAY, DECEMBER 17, 2009

I. CALL TO ORDER AND ROLL CALL

The Regular Town Council Meeting was called to order on Thursday, December 17, 2009, at 9:30 a.m., in the Emergency Operations Center, 355 South County Road, Palm Beach. On roll call, all of the elected officials were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III. PRESENTATIONS

A. Presentations by Applicants for Shore Protection Board.

The following applicants spoke in alphabetical order regarding appointment:

- Mr. Kane K. Baker
- Mr. J. Patterson Cooper
- Ms. Mari Frankel
- Mr. Scott Hicks
- Mr. Richard Raffo

IV. COMMENTS OF MAYOR JACK McDONALD

Mayor McDonald wished everyone a Happy Holiday Season.

V. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER

Council President Pro Tem Coniglio offered the community her thanks during the season. She recognized thirty-year loyal employee William Crouse, Human Resources Director for his service. She stated that the past few weeks have been a celebration of volunteerism and giving in the community. She acknowledged the outstanding heartfelt effort of the police volunteers. She noted two were in the audience and Charlotte Morris who has dedicated every day to the Town of Palm Beach and her service to the Police Department. Council President Pro Tem Coniglio also thanked Former Professional Golfer and resident Raymond Floyd and the entire golf team that has polished and renovated the crown jewel of Palm Beach Par 3 Golf Course. She hoped that the Town will continue to support their efforts in the completion of the Phase II, the funds for the clubhouse. She continued with the efforts of Joyce Vaughn, who extended a contribution to the community by preserving answering the phones with her personal touch from the Town of Palm Beach with a system of volunteers that she has put into place. And lastly, she thanked Reverend Norris and the members of the Royal Poinciana Chapel. To celebrate their spirit of giving to restore and preserve the Seagull Cottage for the Town of Palm Beach for she hoped another one hundred years to come. She thanked everyone and again, echoed the Mayor's comments by wishing that 2010 be safe, healthy and be the economic turn the Town needs.

Council Member Diamond stated that he understood that there have been divisive issues in front of the Town Council and they were going to face them today. He believed that they would be solved today. They will try to do it in the right way so that everybody understands and everybody has something, and no one will go away disliking each other or disliking one end of the Town to the other. He continued that they all would stick together and the Town would be satisfied in the large part, as much as possible could be done. He wished everyone a Merry Christmas and a Happy Hanukkah.

Council President Rosow announced that the vast majority of the large audience was there for one particular item on the agenda, and he announced that they did not have the ability to change the agenda, but asked the fellow Council Members if they could place Item XI.A.1. Second Reading of Ordinance No. 18-09 as the first item of business after the Consent Agenda. This would be heard immediately following approval of the Consent Agenda. The rest of the Town Council was in agreement with that.

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

William Cooley, 8 Windsor Court, thanked Council President Rosow and Council Member Wildrick for helping to raise money for the Town's holiday decorations. The Town looks outstanding. Council President Rosow added several other residents should also to be thanked.

Arnold Hoffman, 150 Bradley Place, spoke of his 20 year old grandson and was in support of the keeping the bars and restaurants open until 3:00a.m. *Cucina* is a lightning rod for the young people who want to let off steam and he would rather his family stay on the island.

Attorney Brooks Ricca, 267 Dunbar Rd., who formally represented Club 251 before the Town Council, acknowledged that the invocation mentioned peace and that the real issue is noise. Code Enforcement should be enforcing the existing laws. He previously addressed the Club 251 issue and the previous permit, and should not resort to personal and divisive attacks that serve no good purpose.

Erik Gilbertson 151 Chilean Ave. read a statement regarding Veteran's Day and Veterans. He also stated the facelift of Town Hall is magnificent.

Denis Coleman, 662 Island Drive, spoke in support of the Coniglio family, and the keeping of establishments open until 3:00 a.m. He stated that the Coniglio's have supported the community for years and have raised their family of six children here as well. He added that the critics here are always dour and never uplifting.

Brandy Miller, Muscular Dystrophy Association and on behalf of the firefighters in Palm Beach, asked the Town Council for permission to collect monies on the streets of Palm Beach. She handed out to the Town Council Members and the Mayor packets of information. Council President Rosow informed her that it was inappropriate to hand out new information during the meeting. She was directed to make her request to the Ordinance Rules and Standards Committee at their next meeting to request an Ordinance change. She then stated her desire to seek an exception to hold a boot drive the last two weekends in January 2010. Council President Rosow indicated that she would not have an approval by then.

Jeff Rembaum, an attorney with Sigfried Rivera, and represented the Palm Beach Hotel Condominium Association. Council President Rosow asked him to wait until the noise item was addressed since he was an advocate for the Hotel. Attorney Rembaum indicated that he would speak at the appropriate time and thanked Council President Pro Tem Coniglio for her many wonderful meals over the years.

Dragana Connaughton, 267 Merrain Road, thanked Mr. Coleman because she agreed with his statements and she supported the Coniglios' and town-serving nightclubs for their children. She has raised four children on the island and has known and supported the Coniglios' for twenty seven years. They are one of the finest families on the island. She also was in favor of keeping the bars and restaurants open until 3:00 a.m.

Jerry Frank, 2784 S. Ocean Blvd., stated his children and grandchildren support the island bars and restaurants on Royal Poinciana Way and are a great asset to the Town. He felt it is a controlled environment and doing anything to change that would be a crime.

VII. APPROVAL OF AGENDA

Item VIII.E.1. RESOLUTION NO. 119-09 was **MOVED** from the consent agenda by Council member Diamond and moved to Item X.B.6.

Item VIII.E. 9 RESOLUTION No. 129-09 was **REMOVED** from the agenda at the request from Town Manger Elwell.

Council President Rosow **ADDED** under ANY OTHER MATTERS a dredging discussion.

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

VIII. CONSENT AGENDA

A. MINUTES: NOVEMBER 10, 2009 APPROVAL OF THE MINUTES OF THE TOWN COUNCIL MEETING

B. MINUTES: NOVEMBER 12, 2009 APPROVAL OF THE MINUTES OF THE TOWN COUNCIL MEETING

C. MINUTES: DECEMBER 3, 2009 APPROVAL OF THE MINUTES OF THE SPECIAL TOWN COUNCIL MEETING

D. APPROVAL OF MAJOR MATTERS CONSIDERED BY THE ARCHITECTURAL COMMISSION AT ITS MEETING ON NOVEMBER 20, 2009.

E. RESOLUTIONS

1. RESOLUTION NO. 119-09 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Creating a Charter Review Commission. [John C. Randolph, Town Attorney]

This item was pulled from the consent agenda and moved to Item X.B.6.

2. RESOLUTION NO. 121-09 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving the Town of Palm Beach Police Department Edward Byrne Memorial Justice Assistance Grant (JAG) Program Application to the Florida Department of Law Enforcement and Authorizing the Mayor to Execute the Same on Behalf of the Town. [Kirk W. Blouin, Police Chief]

3. RESOLUTION NO. 122-09 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida Approving an Agreement by and Between the Palm Beach County Supervisor of Elections and the Town of Palm Beach Relating to the Use of Vote Processing Equipment and Election Services; Providing an Effective Date. [Joanna Cunningham, Town Clerk]

4. RESOLUTION NO. 124-09 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Establishing a Revised Contract Limit for Consultant Services for Town Hall Renovations Project. [H. Paul Brazil, Director of Public Works]

5. RESOLUTION NO. 125-09 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Granting an Easement Across Town Property to Bellsouth Telecommunications, Inc. D/b/a AT&T Florida, for Fiber Optic and Cross Connection Boxes Being Displaced by the Reconstruction of the Flagler Memorial Bridge. [H. Paul Brazil, Director of Public Works]

6. RESOLUTION NO. 126-09 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Granting an Easement Across Town Property to Florida Power & Light Company for Electrical Conduits, Switchcabinet, Electrical Panels and Transformers Being Displaced by the Reconstruction of the Flagler Memorial Bridge. [H. Paul Brazil, Director of Public Works]

7. RESOLUTION NO. 127-09 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Establishing a Revised Contract for Fuel Tank Construction Management Services, a Fund 307 Project. [H. Paul Brazil, Director of Public Works]

8. RESOLUTION NO. 128-09 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Establishing a Revised Contract Limit for E-11 Sanitary Sewer Pump Station, a Fund 307 Project. [H. Paul Brazil, Director of Public Works]

9. RESOLUTION NO. 129-09 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving an Award of Contract for D-9 Storm Water Pump Station Pumps, a Fund 307 Project. [H. Paul Brazil, Director of Public Works]

This item was deleted from the agenda.

F. Other

1. Approval of Report of the Finance and Taxation Committee Meeting of November 5, 2009. [Robert N. Wildrick, Town Council Member]

2. Approval of Selection Committee Recommendation for Retention of Civil Engineers. [H. Paul Brazil, Director of Public Works]

3. Approval of Additional Funding for Pension Related Consulting and Actuarial Analysis. [Peter B. Elwell, Town Manager]

Motion to approve consent agenda as amended made by Council President Pro Tem Coniglio, seconded by Council Member Diamond. On roll call, the motion carried unanimously.

IX. COMMITTEE REPORTS

A. Finance and Taxation Committee Meeting of November 17, 2009.

This item was heard after Item X.B.6.

1. Recommendation to Retain Crowe Horwath as the Town's Internal Auditor. [Robert N. Wildrick, Town Council Member]

Council Member Wildrick presented the report and announced that the Committee met to review applications for the Internal Auditor. After the first ten were reviewed, there was a second meeting of the top five scored applicants. After the presentations, the Committee scored Crowe Horwath.

Motion to adopt the Finance Committee Report of November 17, 2009 made by Council Member Diamond, seconded by Council Member Wildrick. On roll call, the motion passed unanimously with Council President Pro Tem Coniglio absent.

Council Member Kleid asked for more information regarding what the firm would be doing. Council Member Wildrick stated that it was an RFP and that Council Member Kleid was at the meeting in which the qualifications were reviewed and rated.

Council President Rosow indicated that they have not received a plan yet on what is going to be done. He suggested a lower amount to develop a plan and come back later to approve the audit function. Town Manager Elwell suggested that in January, the Town Council could approve the funds for the plan.

Motion to retain Crowe Horwath as the Town's Internal Auditor not to exceed expenditures of $25,000 made by Council Member Diamond and seconded by Council Member Wildrick. On roll call, the motion carried unanimously, with Council President Pro Tem Coniglio absent.

B. Ordinances, Rules, and Standards Committee Meeting of December 7, 2009. [William J. Diamond, Town Council Member]

Council Member Diamond presented the Report and highlighted the recommendations form the Report.

Motion to adopt the Ordinance Rules and Standards Committee Report of December 7, 2009 made by Council Member Diamond, seconded by Council Member Kleid. On roll call, the motion passed unanimously with Council President Pro Tem Coniglio absent.

C. Water Committee Meeting of December 10, 2009. [David A. Rosow, Town Council President]

Council President Rosow presented the Water Committee Report. He noted that the meeting was very productive with Eduard Balbis, Assistant City Manager from the City of West Palm Beach presented the alternatives for future water usage and sources to the Town. He asked that the City of West Palm Beach come back to the Town with a re-negotiated contract to include two elements that were not previously in the contract which is quality and quantity of water.

Council President Rosow also thanked the Civic Association for their concerted efforts with a water conservation program to reduce water consumption. He also mentioned that the State will require smart water irrigation systems in new construction and convert older systems by the fall of 2010.

Mayor McDonald indicated that the less water he uses, the higher his bill becomes. He also noted that the City of West Palm Beach has established a Water Advisory Board. The Mayor has made two appointments to that Board: Denis Coleman and Terry Levine. The Mayor directed the Water Committee to direct the policies that the Town wishes to achieve.

Motion to adopt the Water Committee Report of December 10, 2009 made by Council Member Diamond, seconded by Council Member Kleid. On roll call, the motion passed unanimously with Council President Pro Tem Coniglio absent.

X. REGULAR AGENDA

A. Old Business

1. Bond Issue for Accelerated Capital Improvement Program and Potential Refinancing of Outstanding Town Debt. [Jane Struder, Director of Finance]

TIME CERTAIN: 10:00 A.M.

This Item was heard after Item XI.A.2.

A. Scope of Bonds. [Michael Hole, Citigroup Global Markets, Inc.]

Michael Hole, Citigroup Global Markets, Inc. provided the Town Council with a summary of what the refinancing and scope of the bonds would be:

- include $40 million for some of the costs of the town's capital improvement program over the next 20 years. The improvements to be covered by the bond include replacement of the town's sanitary sewer force main system.
- refinance a $10 million bank loan for Town Hall renovations, and nearly $6 million from a 2003 bond that financed construction of the Central Fire Station.
- pay for $15 million in improvements to the Worth Avenue business district and $2 million for the recently completed restoration of the Par 3 Golf Course.
- The town would be reimbursed for the Par 3 through its recreation enterprise fund, which is mostly funded with Town Marina revenue and the Worth Avenue improvements through assessments to Worth Avenue property owners.
- The terms of the bonds would be 20 years and 30 years at an interest rate expected to be about 2 percent to 3 percent

Town Manager Elwell stated that the portion of the bonds covering the golf course restoration will be for a term of 20 years so it is consistent with the life of that project.The remainder of the bonds will be issued for a 30-year term. He also stated that all of the projects can be expected to last in the range of 30 to 50 years and it was appropriate to spread the costs out over the generations.

Council Member Wildrick stated that because of this plan, the good news was that they would enable the Town to have room in the budget to not raise taxes while funding projects. He commended Town Manager Elwell for a good job. Town Manager Elwell stated that there would be some additional expenses for smaller scale projects as pay go.

Council Member Diamond asked what it would do to tax base and Town Manager Elwell responded that it would not increase millage rate. Council President Rosow commended Town Manager Elwell and Finance Director Struder for their hard work.

Resident Lee Goldstein suggested the two million dollar infrastructure be replaced when the streets are torn up.

B. RESOLUTION NO. 130-09 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Declaring the Town's Official Intent to See Reimbursement for Expenditures Made or to Be Made with Respect to its Capital Improvement Plan to Include Drainage, Sanitary Sewer and Water System Improvements, Street Lighting, Signage and Other Road Improvements, and Public Capital Improvements Within the Worth Avenue Commercial District From the Proceeds of its Not to Exceed $82,000,000 Principal Amount of Revenue Bonds and Providing for an Effective Date. [Richard J. Miller, PA, Edwards, Angell, Palmer, and Dodge, LLP]

Town Attorney Randolph read Resolution No. 130-09 by title, as printed above.

Mr. Hole asked the Town Council if they wanted to consider Build America Bonds, and after discussion, they decided against it.

Motion made by Council Member Diamond, seconded by Council Member Wildrick, to approve Resolution No. 130-09. On roll call, the motion carried unanimously.

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The Town Council recessed for lunch at 12:00 p.m. and resumed at 1:45p.m.

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2. Noise Ordinance Regarding Restaurants and Nightclubs. [John C. Randolph, Town Attorney]

Council President Pro Tem Coniglio and Council Member Wildrick both declared conflicts, recused themselves from the discussion, and left the dais. Form 8B's were filed with Town Clerk Cunningham.

Town Attorney Randolph described the memo that he included in the back-up and distributed the current ordinance. He provided a brief history of the definitions in the ordinance regarding entertainment establishments. He said the noise provision does not pertain to 251 because it does not abut a residential district. He proposed amending one of the sections to expand a provision to include those establishments that abut an abundance of residences.

Council President Rosow asked about the letter received from Attorney Peter Broberg citing Section 22-272 and Town Attorney Randolph described litigation concerns. He described a public nuisance and that the Town could enforce the noise issue by retracting a license. He stressed that doing so would lead to litigation.

Council Member Diamond was in favor of the 3:00 a.m. closings. He proposed that the thought he had, that also would be discussed with his ORS report, was that he proposed having a three strikes and you are out rule similar to construction vehicles, and conflicts of interests. If there were three convictions, not just complaints, could there conditions be changed to close at 1:00 a.m.

Town Attorney Randolph responded further to the legalities and constraints that the code enforcement could enforce.

Council Member Kleid stated that the problems with 251 have led the entire discussions. Very clearly the residents want the bars and restaurants to stay open until 3:00 a.m. Form a legal point, he is tired of the scorecard needed to keep tabs. There is a code enforcement board that is operating correctly. He suggested making no changes to the Ordinance

Council President Rosow stated that Council Member Kleid was right on. He did feel that some of the language was vague and would be difficult to enforce, but wanted to wait until the civil action was settled.

Alan Golboro, Chairman of the Planning and Zoning Commission, stated that there had been changes made to the regulations in the past. He did not see why the Town was discussing this matter when it really was a landlord/tenant issue.

Council Member Diamond stated that he had received a letter from former Council Member Susan Markin asking if the 3:00 a.m. closings were a strain on the department and police Chief Kirk Bluion responded that it was not and his officers are doing their jobs. He added that the noise was not a daily occurrence either.

Marion Gorelick, 173 Main St., east of Nick and Johnnie's, stated that people do not realize that the roof there is a noise permeable retractable roof and when there is a DJ, she hears noise when the wind is from the west. She made a complaint in November to the Police Department. Captain Hess responded. She stated that Nick Coniglio came to her home at 1:00 a.m. in

November and assured her that he would try to keep the noise down. He had provided her with his cell phone number. It has improved somewhat but it does still wake them up occasionally.

Attorney Jeff Rembaum, represented the 250 units in the Palm Beach Hotel and 18 unites are above the club. He invited them to all stay in the hotel for one night and see if they change their minds. The club is in a residential hotel. He stated that the noise is decreasing the property values for the 18 people trying to sell their homes without disclosing the noise issue. The decibel levels were brought to the clubs attention prior to the civil suit having been filed. The Club knew there were residents nearby when they began operating in the building. Council President Rosow asked him to meet with Town Attorney Randolph to discuss alternative changes to the code to remedy the situation and then the Town Attorney would bring a proposed Ordinance change to the Town Council at a later date.

There was no further discussion.

B. New Business

1. Worth Avenue Business Improvement District.[Thomas G. Bradford, Deputy Town Manager]

This item was heard immediately following the lunch recess.

Council President Rosow announced that Council president Pro Tem Coniglio would be leaving the meeting shortly.

Deputy Town Manager Thomas Bradford provided an update that most of the property owners and business owners on Worth Avenue understood logically the benefit of a business improvement district. However, in the past few days, they have expressed concerns over the logistics of how it will be implemented. It would not be put together on the timeframe that he previously presented in the back-up.

Deputy Town Manager Bradford suggested postponing the project for a year. There still is the ability to assess for the maintenance. More time was needed to determine how to do a bid on the project.

Ron Kolins spoke and asked for a different request than what Deputy Town Manager Bradford proposed. Mr. Collins indicated that the Town Council passed a bond issue which included the Worth Avenue Improvements and he personally represents the Goodman Companies, he was stating what most of the business owners agree with. The owners went along with the plan as it was conveyed to them by Mr. Bradford that substantial financial ramifications and time issues associated with the project were concerns.

Mr. Kolins continued with other issues that were related to the renovation and restoration of Worth Avenue: financial and maintenance. Mr. Kolins also asked for more time on those issues before the Town Council created the business development district. He said he was surprised to just hear for the request for a year's delay. Mr. Kolins asked to delay any decisions until the March meeting to attempt to resolve the outstanding issues.

Council President Rosow stated that when he asked prior to the vote on the Bond this morning he was informed by Deputy Town Manager Bradford that they were all set. Mr. Kolins responded that there are still issues regarding the maintenance.

Council Member Wildrick stated that he recalled during previous discussions that his recollection was that the Town would pay for what they always have, and anything additional would be paid for by the improvement district. Mr. Kolins said he did not who made that statement, but that was not his understanding. Deputy Town Manager Bradford was asked to clarify and he stated that the Town Council made it clear that the enhancements were to be paid for by the people that benefited from them.

Town Manager Elwell said they would research the minutes, but the understanding was based upon the way the costs would be split as Deputy Town Manager Bradford described. Council Member Wildrick was upset that there is a change in the rules of the game, and it should not cost the Town a nickel more. The burden cannot be shifted at this point.

Mayor McDonald stated that the Town has a maintenance expense on the Avenue and has had for some time and he was informed that would remain the same.

Bob Moore, 420 Santa Fe Road, represented the Goodman Company as well as Jane Holzer, Worth Avenue Restoration Association, and they have been working with Town Manager Elwell for a long time. There were several owners there this morning but had to leave such as a John Moss, Stephen Richter, Murray Goodman, as well as others. He cited the living wall on Mr. Goodman's property which would be paid for by the improvement district. The cost was $250,000 but he asked who would be responsible if the wall dies, or there is a problem with it. Mr. Goodman does not want that as his personal responsibility. He voiced some of the owners other concerns.

Council Member Wildrick said it was very clear that the Town would not incur any further costs and the rest was the responsibility of the Worth Avenue Association. The details should have been figured out at the front end.

Town Manager Elwell responded directly to Mr. Moore's concerns by saying that the Town never intended to pay a penny towards maintenance. The town also did not expect Mr. Goodman to bear the full costs either. The collective beneficiaries of the projects would all pay through the assessments. If the property owners divide up the costs in a different manner, he did not feel the Town would object as long as it was fair to the property owners.

Council President Rosow summarized the discussion by saying that the deal the Town Council made was that the Town was not going to incur any additional expense for the project or the maintenance of the project. The way it was proposed that those costs be allocated was through and assessment methodology. The Town will continue to pay for their share but not one dime more. As Town Manager Elwell explained, the living wall would be a common element and shared by all of the property owners within the district.

More discussion ensued and it was decided that the item would be deferred until the January Town Council Meeting and the details need to be worked out by that date. Mr. Collins indicated he would work with staff and was agreeable to coming back next month. Mr. Moore said the timing issues were significant and originally were supposed t be a May 2010 start and November 2010 finished now it is being discussed that it will be two summers and the owners do not want that. Council President Rosow instructed all parties to settle this prior to the January meeting.

2. El Pueblo Way Beach Access Improvements.[H. Paul Brazil, Director of Public Works]

Council President Rosow indicated that everyone had read the memorandum from Public Works Director Paul Brazil and read the letter of objection. Public Works Director Brazil responded that there is not a formal HOA but there are a group of homeowner's that do want to fund the project.

Council President Pro Tem Coniglio asked if this was a blanket commitment or if the improvements could be done in phases and she was informed that staff was seeking approval of this as a public/private partnership. It is a public beach access and the homeowners were bearing the bulk of the expense with continued maintenance and the Town would pay up to $1500.00.

Town Manager Elwell differentiated this project from several others recently, since the residents want to do this or whether only one or two residents pay. Council Member Wildrick commended the citizens for improving the Town and said this was a win/win. Council Member Kleid was concerned about the maintenance.

Motion to approve El Pueblo Way Beach Access Improvements made by Council member Diamond and seconded by Council Member Wildrick. On roll call, the motion carried unanimously.

3. Town of Palm Beach Centennial Celebration Planning Update.[Jay Boodheshwar, Director of Recreation]

Council President Rosow indicated that everyone head read the memorandum and asked Recreation Director Boodheshwar to present the requests of the Centennial Committee. The Committee is looking for:

- Approval to restructure the Committee
- Accept the offer from the Civic Association to use their 501c3 status and create a centennial fund to accept donations
- Continue to provide staff support

Motion to approve the recommendations of the Centennial Committee was made by Council President Pro Tem Coniglio, seconded by Council Member Diamond.

Council Member Diamond asked for further clarification on the restructuring of the Committee. Council Member Kleid added, that as a Member of the Committee, that Director Boodheshwar has done a magnificent job in bringing the Committee through its gestation period and he should be commended for it. Council Member Kleid is very excited about what will be done, they are very hardworking and inventive, and it's a high caliber group.

On roll call, the motion carried unanimously.

4. Catering for Non-Golf Events at the Par 3 Golf Course.[Jay Boodheshwar, Director of Recreation]

Council President Pro Tem Coniglio spoke to Raymond Floyd and was concerned about the golf course after spending four million dollars on it and Mr. Floyd was behind the recommendation of the Recreation Committee.

Motion made by Council President Pro Tem Coniglio to approve the catering for non-golf events at the Par 3 Golf Course, seconded by Council Member Diamond.

Council Member Wildrick asked if there would ever be an opportunity for the course to be closed for an even and if there were events that were strictly closed to either men or women. His concern was to be open to everyone and not be discriminatory and constantly available to the public.

Council Member Kleid asked for signed approval from the neighboring Condominium Boards. **Council President Pro Tem Coniglio added that to her motion.**

Council President Rosow added that the only way to have the golf course be successful is to have outings.

On roll call, the motion carried unanimously.

5. Shore Protection Board Appointments. [Peter B. Elwell, Town Manager]

Council President Rosow announced the following appointments to the Shore Protection Board for a three year term as a regular member:

- Kane Baker
- J. Patterson Cooper

Motion to ratify the appointments was made by Council President Pro Tem Coniglio, seconded by Council member Diamond. On roll call, the motion carried unanimously.

6. RESOLUTION NO. 119-09 A Resolution of the Town Council of the Town of Palm

Beach, Palm Beach County, Florida, Creating a Charter Review Commission. [John C. Randolph, Town Attorney]

This item was pulled from the consent agenda at the request of Council Member Diamond.

Council Member Diamond stated that he wished the Town Council to reconsider the need for the expense with a Charter Review Commission. He noted that they all received a letter from former Mayor Deede Marix, who had served on the last Commission. He did not feel it necessary to spend the hundreds of hours of time on attorneys and the numerous meetings held, witnesses, and a two year process that was very divisive.

Council President Pro Tem Coniglio announced that she was in total disagreement. She stated that in the Strategic Plan it directs the Town Council to appoint a Commission to revisit the Charter by the end of 2010. She did not feel the review should be conducted by the Town Council. She has made copied of Mayor Marix's suggestions since many of them have great merit and certainly could be something to follow.

Council Member Wildrick indicated that the Strategic Plan did not state "must". Town Manager Elwell clarified that the Strategic Plan said the Council "must consider" reviewing the Charter. Council Member Wildrick stated that there has been so much disharmony in the community that this would create more disharmony. If there was some tremendous need and something that was so bad that needed to be changed, then it should be discussed. He would like to make peace in the Town. He feels now was not the right time.

Mayor McDonald asked Council Member Wildrick if having a Charter Review Commission was a divisive issue and he responded that he felt it was. Mayor McDonald stated that having been through the process a few times, he did not recall it being that divisive.

Council Member Wildrick stated that everyone knew what the Commission would be looking at: strong mayor vs. weak, term limits, changing the composition of the Council and people will argue and it would not be a pleasant experience.

Mayor McDonald stated that debate was good. Council Member Wildrick stated that if there is nothing wrong with the current way things are run, then do not change it.

Motion by Council Member Diamond that the need for a Charter Review Commission in 2010 be dispensed, seconded by Council Member Wildrick.

Steve Brown?? (Per Rosow, but no name given), Stated that this morning was a good example of what can happen when the Town Council starts moving ahead on something without sufficient input from the residents. Once that was received, it changed things entirely. He felt that the whole purpose of the Charter Review Commission was to make sure that the citizens have a chance to look at all of the key things that are in the Town Constitution. It does not have to be in the tenth year as suggested in the Strategic Plan, but could be deferred. The process is good, and it is good to have a group of citizens to meet like the Shore Board and Planning and Zoning

Commission does, and then come to the Town Council with recommendations. He answered questions about being divisive and the issues that would be discussed.

On roll call, the motion passed 3-2.

Council President Rosow	**yes**
Council President Pro Tem Coniglio	**no**
Council Member Diamond	**yes**
Council Member Kleid	**no**
Council Member Wildrick	**yes**

XI. ORDINANCES

A. Second Reading

This item was heard after Item VIII.F.3.

1. ORDINANCE NO. 18-09 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Relating to the Provision of Erosion Control Services, Facilities, Programs, and Local Improvements in the Town of Palm Beach, Florida; Amending Sections 90-31, 90-101, 90-102, 90-104, 90-106, and 90-156 of the Town Code of Ordinances to Remove Erosion Control Services as a Function of the Palm Beach Municipal Services Special District and All Reference Thereto; Creating a New Town of Palm Beach Erosion Control District and Providing for the Authority and Functions of Said Special District, Including the Authority to Levy Special Assessments; Providing for Severability; and Providing an Effective Date.[Peter B. Elwell, Town Manager]

Council President Rosow announced that the item was moved out of sequence to allow the majority of the audience to hear the item and make their comments without having to sit through the rest of the agenda.

Council President Rosow added that after he made the motion for this Ordinance approximately four weeks ago, he had heard from hundreds of residents and 99% of them were opposed to an assessment approach. He also has seen the various petitions that are circulating around Town. He announced that he would be changing his vote today on second reading and no longer would support an assessment methodology for an erosion control district.

Council Member Kleid applauded Council President Rosow in changing his position, because he also felt assessments should be removed. He provided a history of the Ordinance and read from the October 13, 2009 Town Council Minutes and the back-up that staff provided that in the first year of the levy, the millage rate would not be subject to the state mandated cap. He has since learned from Finance Director Struder, that would not be the case and would be added to the regular Town millage. It will take a long time to do shore protection work and advised not rushing into the creation of the Erosion Control District.

Council Member Kleid made a motion to cease any further consideration of Ordinance No. 18-09. Seconded by Council president Pro Tem Coniglio.

Further discussion ensued.

Council Member Wildrick stated that Council President Pro Tem Coniglio has often pointed out that government is a process. He gave the example of the Royal Poincianca Way Redevelopment Project. The Erosion Control District is also a process. He commended Council President Rosow and Mr. Lee Goldstein of the Citizens Association for their efforts and hard work. The Town Council is elected to do the will of the people, and not to dictate to the people. He announced that he also would be changing his vote because we are all one Town and he agreed with Council Member Kleid.

Council Member Diamond stated that he wanted to address how the Town got their and to address the true problem and that was how the Town would pay for the beaches. In times of economic stringency, with pensions and shore protection, the Shore Protection Board came up with a ten year plan, that could cost the Town up to $100 million dollars. That was a shock to the body politic because there was no money to fund the projects. He announced that he also was going to change his previous vote and go along with the majority on ceasing further discussion of the district.

Town Attorney Randolph read Ordinance No. 18-09 by title, as printed above.

On roll call, the motion to cease any further consideration of Ordinance No.18-09, carried unanimously.

Council President Rosow announced there would be public comment. The following people spoke in support of the Town Council's vote to cease further consideration of Ordinance no. 18-09.

- Steve Brown, 184 Bradley Place
- Lee Goldstein, 3120 S. Ocean Blvd and Co-Chairman of the Citizens Association. He asked everyone to come to the Flagler Museum on December 21, 2009 at 10 am and hear State Senator Jeff Atwater.
- William Cooley, 8 Windsor Court
- Dan McDonnell, 2784 S. Ocean Blvd. Co-Chairman Citizens Association submitted a petition with over 1400 signatures to the Town Council regarding opposition of the erosion control district. Council Member Wildrick commended him for his efforts.
- Peter Pettie, 3400 S. Ocean Blvd. provided a history of the shoreline issues.
- Larry Goldberg, 3360 S. Ocean Blvd., thanked the Town Council and noted that the Town has spent $70-80 million on shore protection in the past ten years and it has been well spent. He suggested a government liaison officer to help obtain permits as recommended by the Shore Protection Board.
- Jack Cohen 2450 S. Ocean Blvd. (Patrician) was elated by the Town Council decision.
- Sue Shapiro 2660 S. Ocean Blvd, thanked the Town Council for the vote today and suggested a shore protection fund obtained from donations.

- Carla Herwitz, 2275 S. Ocean Blvd., continued reading Mr. Pettie's comments.
- Harold Abrams, 3456 S. Ocean Blvd, thanked the Town Council for their vote and also thanked Council President Pro Tem Coniglio, Council Member Kleid and the Mayor for their votes on the first reading.

B. First Reading

1. ORDINANCE NO. 21-09 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 10, Animals, Article I, in General, Section 10-1, Definitions, Regarding Domesticated Household Pets or Domesticated Animals and Livestock; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date[John C. Randolph, Town Attorney]

This item was heard after item IX.C.

Town Attorney Randolph read Ordinance No. 21-09 by title, as printed above.

Motion to approve Ordinance No. 21-09 made by Council Member Diamond, seconded by Council Member Kleid. On roll call, the motion carried unanimously with Council President Pro Tem Coniglio absent.

2. ORDINANCE NO. 23-09 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 42, Environment, Article V, Noise, Section 42-196, Providing a Definition for a Considerable Number of Persons; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.[John C. Randolph, Town Attorney]

Town Attorney Randolph read Ordinance No. 23-09 by title, as printed above.

Motion to approve Ordinance No. 23-09 made by Council Member Diamond, seconded by Council Member Kleid. On roll call, the motion carried unanimously with Council President Pro Tem Coniglio absent.

XII. ANY OTHER MATTERS

Council President Rosow added the item on dredging. The dredging by the USACOE will occur in January. He announced that the Mayor had sent some well-done letters but it appeared that the Town could do more. It seems to be the policy of the USACOE and the State of Florida, to save beach quality sand, and put it on dry beaches. He asked if the Town could ask them to put the sand on the Town beaches.

Town Manager Elwell informed the Town Council that the barges they are seeing moving around now are actually transporting pipe down to Boca Raton and are staged at the Port of Palm Beach.

Council Member Wildrick asked how far out the sand is placed and Town Manager Elwell responded that it is placed in 17 feet of water. Council Member Wildrick suggested contacting the CEO of the Great Lakes Dredging Company to pay them the difference to place the sand on the Town Beaches.

Mayor McDonald that there are some issues with that idea, first of all, there is a contract between the USACOE and the company. And secondly, the Town is litigating with the USACOE.

Council Member Diamond suggested having a separate contract with the Great Lakes dredging Company. Town Attorney Randolph indicated that may be contract interference.

After further discussion, the Town Manager will obtain the contact information for Great Lakes dredging company and the Town's Attorney, Jerry Stouck can review the situation and ask the USACOE for the sand and the Town is willing to pay for it.

XIII. ADJOURNMENT

There being no further business, the Thursday, December 17, 2009, Regular Town Council Meeting was adjourned at 3:28 p.m.

APPROVED:

____

David A. Rosow
Town Council President

ATTEST:

____

Joanna Cunningham
Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2010

Section of Agenda
Consent Agenda

Agenda Title
Approval of Major Matters Considered by the Architectural Commission at its Meeting of December 18, 2009.

Presenter
John Page, Director of Planning, Zoning, and Building

Supporting Documents
- Memorandum dated January 4, 2010 from John S. Page, Director of Planning, Zoning & Building
- Minutes of the Architectural Commission meeting of December 18, 2009

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 2010

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

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

Re: Approval of the Architectural Commission Meeting Minutes of December 18, 2009

Date: January 4, 2010

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, 2009.

BOARD OR COMMISSION RECOMMENDATION

The Architectural Commission recommends that the Town Council approve the major items which were considered at the regularly scheduled meeting of December 18, 2009.

GENERAL INFORMATION

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

Attachment

JSP:cmd

MINUTES
ARCHITECTURAL COMMISSION
AT THE
EMERGENCY OPERATIONS CENTER
355 SOUTH COUNTY ROAD, 3^{RD} FLOOR

FRIDAY, DECEMBER 18, 2009, 9:00 a.m.

Please be advised that in keeping with a recent directive from the Town Council, the minutes of all Town Boards and Commissions will be "abbreviated" in style. Persons interested in listening to the meeting, after the fact, may access the audio of that item via the Town's website at www.townofpalmbeach.com or may obtain an audio recording (CD) of the meeting by contacting Cindy Delp, Secretary to the Architectural Commission at (561) 227-6408. As a point of reference, you will find the recording times listed on these minutes at the beginning of each item.

I. **CALL TO ORDER**(9:00:00 a.m.)

Chairman Feldkamp called the meeting to order at 9:01 a.m.

II. **ROLL CALL**(9:00:02 a.m.)

All regular members and all alternate members of the Architectural Commission were present at roll call, excepting Mr. Karakul who arrived just after the roll was called. Mrs. Delp clarified that Mr. Vila is a voting member today as a result of Mr. Youchak's resignation.

Staff members present were John Randolph, Town Attorney, John Page, Director of Planning, Zoning & Building, John Lindgren, Planning Administrator, and Cynthia Delp, Secretary to the Architectural Commission.

III. **PLEDGE OF ALLEGIANCE**(9:00:18 a.m.)

All stood for the Pledge.

IV. **APPROVAL OF THE MINUTES FROM THE NOVEMBER 20, 2009 MEETING**(9:01:02 a.m.)

MOTION BY MR. STRAWBRIDGE FOR APPROVAL OF THE MINUTES.
MOTION SECONDED BY MS. DIVER.
MOTION CARRIED UNANIMOUSLY.

V. ADMINISTRATION OF THE OATH TO PERSONS WHO WISH TO TESTIFY:(9:01:20 a.m.)

Mrs. Delp administered the oath to all those who wished to testify today. Mrs. Delp also administered the oath periodically throughout the meeting as necessary.

VI. OTHER BUSINESS(9:01:38 a.m.)

Mr. Boykin offered congratulations to Mr. Kenn Karakul as his home won the prestigious Ballinger Award for preservation.

Mr. Page announced that staff will enforce submission deadlines more strictly with regard to revised drawings. Such drawings are to be submitted no later than one week prior to the meeting.

VII. PROJECT REVIEW

A. MAJOR PROJECTS - DEFERRAL AND/OR REMOVAL REQUESTED:

B91/09 Addition
Address: 615 Crest Road
Applicant: Richard Richman
Architect: Bridges, Marsh & Associates
Project Description: Addition of new second story over existing eastern garage wing, in same style as existing structure

Please note that the attorney, Maura Ziska, has submitted a letter requesting a deferral of this project to the January 27, 2010 meeting.

MOTION BY MR. SMITH FOR DEFERRAL TO THE JANUARY MEETING.
MOTION SECONDED BY MS. DIVER.
MOTION CARRIED UNANIMOUSLY.

B. TOWN COUNCIL PROJECTS INVOLVING VARIANCES - DEFERRAL AND/OR REMOVAL REQUESTED:

B92/09 Site Plan and Signage
Address: A portion of 150 Worth Avenue; specifically a triangular-shaped parcel located at the Southeast corner of the intersection of Worth Avenue and South County Road
Applicant: Town of Palm Beach, c/o Tom Bradford, Deputy Town Manager
Architect: Bridges, Marsh and Associates, P.A.
Project Description: Site plan approval with special exception for exceeding 15 ft. in height, variance for business identification sign above 15 ft., variance for

25% landscaped open space and approval of script lettering for business identification sign

Staff recommends deferral to the January meeting due to notice requirements.

MOTION BY MR. SMITH FOR DEFERRAL TO THE JANUARY MEETING.
MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED UNANIMOUSLY.

C. TOWN COUNCIL PROJECTS INVOLVING VARIANCES - DEFERRED FROM PRIOR MEETINGS:

B75/09 V27/09 Demolition & New Residence
Address: 358 Hibiscus Avenue
Applicant: Suren Hovsepian
Architect: The Pandula Architects, Eugene Pandula
Project Description: Demolition of an existing duplex and construction of a two-story single-family residence. Request approval of variances to construct a single-family home on a lot 55 feet wide in lieu of the 75 foot minimum width required; to allow a lot area of 5,500 square feet in lieu of the 10,000 square foot minimum required; to allow 32% lot coverage in lieu of the 30% maximum allowed; to allow 5 foot south side yard setback for swimming pool in lieu of 10 feet minimum required and to allow 42.77% landscape coverage in lieu of 45% minimum required.

This project was approved at the October meeting with the proviso to return with a restudy of the front door elevation and landscaping. At the November meeting, the project was deferred to the December meeting at the request of the applicant.

Call for disclosure of ex parte communications

There were no ex parte declarations made.

Architect Eugene Pandula returned with a revised front facade, and landscaping, which was not previously approved. Some changes include: the front door now has a Gothic arch: the rustication has been rearticulated so the cast stone is more typically on the bottom; some window shapes have been changed above; two pilasters have been deleted from the second floor area; and basically, the design is now simpler. Brick infill is now proposed for some windows to protect the privacy of the neighbor to the south so as to block views into his master bedroom. Mr. Pandula also proposed plans to reduce the height of the first floor mass.

MOTION BY MR. KARAKUL FOR APPROVAL AS PRESENTED, WITH THE BRICK INFILL IN A HERRINGBONE PATTERN AND APPROVAL OF EITHER BEAM HEIGHT, WITH THE LOWER PREFERRED.

MOTION SECONDED BY MS. DIVER.
MOTION CARRIED UNANIMOUSLY.

Landscape architect Bob Fleck presented the landscape plans for the project which incorporate existing and new plant material together with drought tolerant sod. Mrs. Vanneck raised a concern about the need for varying levels of plantings under the tripled Alexander palms on the North side.

MOTION BY MR. STRAWBRIDGE FOR APPROVAL OF THE LANDSCAPE AS PRESENTED WITH THE PROVISO TO INCREASE THE OVERALL COVERAGE ON THE NORTH SIDE, AND TO BE SURE THAT THE ALEXANDER PALMS ARE STAGGERED IN HEIGHT.

MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED UNANIMOUSLY.

B76/09 V26/09 Aesthetic Building Changes
Address: 135 Root Trail
Applicant & Architect: Eugene R. Fagan
Project Description: Convert an eight-unit apartment building into a two-family residence. Request approval of variances to modify and renovate an existing two story, flat roof, eight-unit apartment building and create two single-family dwelling units within the approximate footprint of the existing building. The existing building consists of two, four-unit sections connected by an exterior stair and breezeway. The renovation will comply with the requirement that no more than 50% of the structure to be demolished so that the building footprint, which is nonconforming, may remain. They are proposing a change from a flat to a pitched roof, which requires the following variances to increase the height and overall height of the existing building within the required setbacks: (1) a 4.2 foot existing front-yard setback in lieu of the 25 foot minimum required; (2) a 1.5 foot existing east side-yard setback in lieu of the 15 foot minimum required; (3) a 2.2 foot existing west side-yard setback in lieu of the 15 foot minimum required; (4) a 2.8 foot existing rear-yard setback in lieu of the 15 foot minimum required.

This project was deferred from the October meeting to the November meeting for restudy, to bring building samples, engineering for the driveway approach to the garages and landscaping. At the November meeting, there was a motion that the implementation of the proposed variances will not cause negative architectural impacts to the subject property; and another motion for deferral to the December meeting, deferring the design, including choice of materials, and requiring the architect to present a drainage and landscape/hardscape plan.

Call for disclosure of ex parte communications.

Ms. Diver declared ex parte communication.

Persons presenting this project were Attorney M. Timothy Hanlon and Architect James Paine. The property owner, Eugene Fagan, was likewise present. This project had been heard and deferred from the October and November ARCOM meetings. Attorney Hanlon reported that the Town Council has approved the variance requests for the project. Mr. Paine provided the architectural presentation, particularly focusing on proposed materials: various roof and wall shingles, standing seam roof, Hardi-board, and stucco. Mr. Feldkamp suggested that Hardi-board is inferior to the original stucco and clay tiles. A roof shingle sample was passed, but through discussion, it was revealed that this was not an accurate sample. In short, the members felt that the applicant had sufficient time to prepare for today's presentation and the members should not have been given an incorrect sample or a confusing materials presentation. The applicant was instructed to return next month with a complete, fully rendered elevation of each building, including colors. Mr. Smith stressed that the buildings not be designed to be "too cutesy", or like ABACOA, but be quality buildings. There was a minimal landscape presentation, and the applicant was advised to make better plant choices.

MOTION BY MR. SMITH FOR DEFERRAL TO THE JANUARY MEETING.
MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED UNANIMOUSLY.

D. **TOWN COUNCIL PROJECTS INVOLVING VARIANCES - NEW BUSINESS**:

E. **MAJOR PROJECTS - DEFERRED FROM PREVIOUS MEETINGS:**

B72/09 Addition
Address: 234 Via Linda
Applicant: Jonathan Gladstone
Architect: SKA Architects
Project Description: First floor renovation and second floor addition to existing one-story Bermuda style home
This project was approved at the September meeting with the proviso to bring the landscaping plan back for review. The project was deferred to the November meeting at the architect's request, and was similarly deferred to the December 18, 2009 meeting.

Architect Patrick Segraves addressed the commission requesting deferral.

MOTION BY MR. STRAWBRIDGE FOR DEFERRAL TO THE JANUARY MEETING.
MOTION SECONDED BY MS. DIVER.
MOTION CARRIED UNANIMOUSLY.

B73/09 Demolition & New Residence
Address: 160 Dunbar Road
Applicant: Robert and Lucia Harvey
Architect: SKA Architects
Project Description: Demolition of existing one-story home and construction of a new two-story Mediterranean style home to be approximately 6,000 square feet

This project was deferred from the September meeting for restudy and approved at the October meeting with the proviso to return to the commission with the front entry wall. At the November meeting, the project was deferred to the December meeting at the request of the architect.

Call for disclosure of ex parte communications

Mr. Zukov and Mr. Feldkamp made ex parte declarations.

Architect Patrick Segraves and Landscape Architect Steve Dauber presented this project. Mr. Dauber presented revised drawings showing columns which have been reduced in size. The entrance gate is 6 ft. tall. Landscaping material has been added between the columns to provide screening. The wrought iron will be completely screened behind the landscaping. Comments indicated that the gate design was too simple. Mr. Dauber noted that the driveway will be brick, while all other hardscape will be cast stone.

MOTION BY MR. SMITH FOR APPROVAL OF THE WALL AND PICKETS WITH THE CONDITION THAT IT BE TOTALLY SCREENED FROM THE STREET AT THE DAY OF CERTIFICATE OF OCCUPANCY, TOGETHER WITH THE PROVISO THAT THE APPLICANT RETURNS (PRIOR TO THE C.O.) WITH THE MAIN GATE DESIGN AND SIDE PANELS.

MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED UNANIMOUSLY.

B81/09 New Residence, Landscape & Hardscape
Address: 264 Country Club Road
Applicant: JDM Investments, LLC
Architect: Rustem Kupi Architect
Project Description: Construct a new two-story single-family residence with two-car garage, pool and pool area trellis structures, including hardscape and landscape.

This project was deferred from the October meeting to the November meeting for restudy, and was deferred from the November meeting to the December meeting at the request of the property owner.

MOTION BY MR. SMITH FOR DEFERRAL TO THE JANUARY MEETING.
MOTION SECONDED BY MR. KARAKUL.
MOTION CARRIED UNANIMOUSLY. (Please note that this motion for deferral occurred much earlier in the meeting, along with the other deferrals.)

B84/09 Addition
Address: 1100 North Ocean Boulevard
Applicant: 1100 North Ocean Boulevard Trust
Architect: The Lawrence Group Architects
Project Description: The addition of a two-story guest house and additional garage space in the basement on the south side of the main house in similar architectural elements as the existing main house.

This project was deferred from the November meeting.

Call for disclosure of ex parte communications.

Several members made ex parte declarations.

Architect Eugene Lawrence, Landscape Architect Jeff Blakely, and Attorney Greg Young presented this request. Mr. Lawrence offered a PowerPoint presentation to illustrate the project. He indicated that no variances are required for the project. The 4,600 square ft. proposed addition will match the details of the main house, and will have roofs at varying levels to break up the massing of the addition. The addition is connected to the main house at the garage and the first floor levels. Mr. Blakely reviewed the landscape plans, existing and proposed, giving particular emphasis to the landscape material between this property and the Castle property.

Commission members offered extensive commentary, some of which follows: The big window, facing south, is too big; the chimney is too big: the streetscape is very massive (width); move the addition to the North and West, and do not make it a separate building; the connection to the main house is offensive and lacks consideration to the neighbors; not architecturally pleasing; cannot say anything positive about the project: unduly complicated; fenestration is absurd; the mass is not submissive to the main house; reduce the size; fenestration is inappropriate; bring the addition closer to the main house; this is not a respectful solution; its placement and size is an affront to to the neighborhood; the addition sits up too high; the project is out of scale; and, no landscape buffer will survive the wind and the winter months.

Mr. Lindgren noted that a letter was received from the National Trust for Historic Preservation in opposition to the project.

Attorney Greg Young of Edwards and Angell testified in support of the project. He stated that this project does not negatively impact the landmarked property to the South which is owned by the Castles, and the project is not excessively dissimilar to the neighborhood.

Mr. Randolph interjected that the letter from the National Trust should be declared as an ex parte communication. As such, the members made such declarations regarding the letter.

Attorney Paul Rampell addressed the commission on behalf of his clients, John and Marion Castle, who reside at 1095 North Ocean Boulevard. He testified that the Castles are profoundly opposed to the project; that ARCOM set precedence over ten years ago when they approved the existing home with tennis court at 1100 North Ocean Boulevard, and that tennis court open space should not be filled in now; and, that the project should be rejected outright and denied. He read letters into the record in opposition to the project from the neighbors at 1102 North Ocean Boulevard, 1090 North Ocean Boulevard, and 1086 North Ocean Boulevard. Mr. Rampell introduced several experts who also spoke against the project: Morgan Wheelock, Landscape Architect, Wes Blackman, Certified Urban Planner, Robert Moore, former Director of Planning, Zoning & Building, and Tom Kirchhoff, Architect. Mr. Young, Mr. Blakely, and Mr. Lawrence offered additional responses to the testimony heard.

Additional commission commentary: It is good that no variances are required for the project; move the footprint North and West; the only reason that variances are not required is the connector piece; addition is not pleasing and does not relate properly to main house; consider decreasing the scale and square footage; honor the deal made with the former owner to maintain open space on the South side of the property; no reason to approve the project as is; some of the arguments are mean-spirited or "red herrings"; the project is better smaller and better connected; neighbors have rights too; setback is insufficient for this project; plants will not live to buffer; the architecture is the problem here; cannot approve this; cannot protect the neighbor's vista; cannot consider deals from the past; this detracts from the Kennedy (Castle) property which should be respected; the architecture is not up to standards; and, the project is poorly designed.

MOTION BY MR. SMITH TO DENY THE PROJECT FOR THE FOLLOWING REASONS: (1) THE PLAN FOR THE PROPOSED BUILDING OR STRUCTURE IS NOT IN CONFORMITY WITH GOOD TASTE AND DESIGN AND IN GENERAL DOES NOT CONTRIBUTE TO THE IMAGE OF THE TOWN AS A PLACE OF BEAUTY, SPACIOUSNESS, BALANCE, TASTE, FITNESS, CHARM AND HIGH QUALITY; AND, (4) THE PROPOSED BUILDING OR STRUCTURE IS NOT IN HARMONY WITH THE PROPOSED DEVELOPMENTS ON LAND IN THE GENERAL AREA, WITH THE COMPREHENSIVE PLAN FOR THE TOWN, AND WITH ANY PRECISE PLANS ADOPTED PURSUANT TO THE COMPREHENSIVE PLAN.

MOTION SECONDED BY MS. DIVER.

MOTION CARRIED 6-1, WITH MR. FELDKAMP OPPOSED. MR. FELDKAMP NOTED THAT HE VOTED AGAINST THE MOTION AS HE FELT DEFERRAL WOULD HAVE BEEN MORE APPROPRIATE.

At this point, there was a fifteen minute recess, and the meeting reconvened at 11:45 a.m.

F. MAJOR PROJECTS - NEW BUSINESS:

B86/09 Time Extension
Address: 216 Colonial Lane
Applicant: Andrew Adler
Architect: Principle Design and Development, Kermit White
Project Description: Time extension request for previously approved single family residence

Call for disclosure of ex parte communications

Mr. Zukov, Mrs. Vanneck and Mr. Feldkamp made ex parte declarations.

Attorney Ron Kolins was present to request a one year time extension. He noted that there have been no architectural changes since the project was approved, and the project was designed with no variances.

MOTION BY MRS. VANNECK FOR APPROVAL OF ONE YEAR TIME EXTENSION.
MOTION SECONDED BY MR. ZUKOV.
MOTION CARRIED UNANIMOUSLY. (Let the record show that Ms. Diver and Mr. Strawbridge were not present for this vote.)

B87/09 Addition and renovation
Address: 275 Orange Grove Road
Applicant: Mr. and Mrs. Finch
Architect: Fairfax & Sammons
Project Description: Two-story addition and renovations to existing residence. New detached pool house and swimming pool. Landscape.

Call for disclosure of ex parte communications

Mrs. Vanneck made an ex parte declaration.

Richard Sammons of Fairfax & Sammons Architects presented this project for the parcels of 271 & 275 Orange Grove Road. The former east home was removed, and two bays and a porch are now proposed to be added to the remaining Monterey style house. The CBS addition to the existing house will add a living room, family room, side porch and breakfast room off the kitchen. The house will have a light grey concrete tile roof and periwinkle operable storm shutters. The project includes a new pool house and pool. The pool house has two rooms and an octagonal porch, along with a conical roof over the octagonal portion. The pool pavilion roof will be concrete tile and standing seam. Darryl McCann of Gregory Lombardi design presented a preliminary landscape plan including a shift of the driveway so it is centered on the front door.

MOTION BY MR. KARAKUL FOR APPROVAL OF THE ARCHITECTURAL PROJECT, AS PRESENTED, WITH THE UNDERSTANDING THAT THE LANDSCAPE WILL BE BROUGHT BACK TO THE COMMISSION.

MOTION SECONDED BY MR. VILA AND MRS. VANNECK SIMULTANEOUSLY.
MOTION CARRIED UNANIMOUSLY. (Please note that Mr. Strawbridge had returned to the meeting prior to the vote.)

B88/09 Time Extension
Address: 528 Island Drive
Applicant: Charles C. Hickox
Architect: Joseph Dixon III Architect
Project Description: Request for 12 month extension of prior approval granted in December, 2008 regarding 2,508.79 sq. ft. addition to existing home. Existing British Colonial theme and colors to be continued.

Call for disclosure of ex parte communication

Attorney M. Timothy Hanlon testified that this project has not moved forward due to deaths in the owner's family. The property owner is now ready to proceed with the project and requests an extension.

MOTION BY MR. STRAWBRIDGE FOR A ONE YEAR EXTENSION.
MOTION SECONDED BY MRS. VANNECK.
MOTION CARRIED UNANIMOUSLY.

B89/09 Additions
Address: 400 Regents Park
Applicant: Kathleen Price
Architect: SKA Architect & Planner, Jacqueline Albarran, Architect, P.A.
Project Description: Addition of a one and two story structure to an existing two-story Regency residence. Addition of a pool pavilion. Reconfigure existing auto court, pool, and pool patio. Masonry construction, smooth stucco walls, color, wood windows and French doors, and roof style to match existing.

Call for disclosure of ex parte communications

Several members made ex parte declarations.

Architect Jacqueline Albarran testified that no variances are required for this project. She presented the architectural aspects of the project as well as a preliminary landscape plan. She noted that the extensive hardscape both in front and back of the home will be reduced in favor of additional green space. The two story addition will provide a two car garage to the property which now has no garages. The new pool pavilion will match the details of the main house. All fenestration will be mahogany impact windows and doors to match the existing home.

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

MOTION SECONDED BY MRS. VANNECK.
MOTION CARRIED UNANIMOUSLY.

Mrs. Albarran indicated that she will return to the commission with a landscape/hardscape plan at a future date.

B90/09 New Residence
Address: 175 Via Palma
Applicant: Jonathan Deitcher
Architect: MP Design & Architecture Inc.
Project Description: New two-story residence with pergola/breezeway to existing garage

Call for disclosure of ex parte communication

Mr. Feldkamp made an ex parte declaration.

Michael Perry of MP Design & Architecture presented this project along with Mario Nievera, Landscape Architect. Mr. Perry gave a brief overview of the site and explained that the layout of the house is dictated by the lovely garden. Mr. Perry reviewed the site plan, floor plans, and elevations. The house will have a barrel tile roof.

Mario Nievera presented the landscape/hardscape plan. The west portion of the property from the west facade of the house back will remain intact and untouched. The main gate and landscaping and front wall will not change. The southeast corner and north boundary property line will likewise not change. A very large Banyan tree will be relocated to the west. Mr. Nievera described the various new plant material for the site. No additional lighting is planned.

MOTION BY MR. SMITH FOR APPROVAL WITH THE PROVISO THAT THE ROOF OVER THE FRONT DOOR IS REMOVED, AND THAT IT BECOMES A TERRACE WITH RAILING; THAT THE PEDIMENT AND QUOINS ARE REMOVED.

MOTION DIED FOR LACK OF A SECOND.

Mr. Feldkamp passed the gavel to Mr. Smith and made the following motion:

MOTION BY MR. FELDKAMP FOR APPROVAL OF THE PROJECT AS PRESENTED WITH THE SUBSTITUTION OF A BALUSTRADE ABOVE THE ENTRYWAY, SIMILAR TO THE WEST FACADE; AND THAT THE ROOF BE FLAT INSTEAD OF PITCHED.

MOTION SECONDED BY MR. ZUKOV.
MOTION CARRIED 4-3, WITH MR. SMITH, MR. VILA AND MRS. VANNECK VOTING AGAINST.

G. **MINOR PROJECTS - DEFERRAL AND/OR REMOVAL REQUESTED**:

H. **MINOR PROJECTS - DEFERRED FROM PREVIOUS MEETINGS**:

I. **MINOR PROJECTS - NEW BUSINESS**:

VIII. COMMUNICATIONS FROM CITIZENS (3 MINUTE LIMIT PLEASE)(12:28:26 a.m.)

IX. COMMENTS OF THE ARCHITECTURAL COMMISSION AND DIRECTOR OF PLANNING, ZONING AND BUILDING DEPARTMENT:(12:29:53 a.m.)

Mr. Page confirmed that the ARCOM meetings will resume their former scheduling on the 4th Wednesday of each month, except for November and December as is typical.

Mr. Page addressed the subject of persons qualified to present at ARCOM which was the subject of recent correspondence from Mr. Page to the members. He asked for input regarding the proposed language, and that was given....attorneys should be included as those permitted to present, and the language must be specific regarding the exclusion of interior designers. Mr. Page will bring revised language back to the commission for review at the January meeting.

X. ADJOURNMENT:

The meeting was adjourned at 12:50 p.m. upon a motion by Mr. Smith. The second to the motion was not audible, but the decision to adjourn was unanimous.

The next meeting of the Architectural Commission will be held on Wednesday, January 27, 2009 at 9:00 a.m. in the Emergency Operations Center, 3rd floor, 355 South County Road, Palm Beach.

Respectfully submitted,

William P. Feldkamp, Chairman
ARCHITECTURAL COMMISSION

cmd

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2010

Section of Agenda
Resolutions

Agenda Title
RESOLUTION NO. 2-10 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Purchase Order to Mathews Consulting, Inc., for Force Main Design Services Between Sanitary Sewage Pumping Stations A-7 and A-39 for the Town of Palm Beach.

Presenter
H. Paul Brazil, Director of Public Works

Supporting Documents
- Memorandum dated January 4, 2010, from H. Paul Brazil, Director of Public Works
- Resolution No. 2-10

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 2010

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: H. Paul Brazil, Director of Public Works

Re: Award of Force Main Design Services
Between Sanitary Sewage Pump Stations A-7 and A-39
Resolution No. 2-10

Date: January 4, 2009

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 2-10 authorizing the award of Sanitary Sewage Force Main Design Services between sewage pumping stations A-7 and A-39 in the amount of $385,920 to Mathews Consulting, Inc., and establishing a design phase budget of $424,600.

GENERAL INFORMATION

Contained within the Accelerated Capital Improvement Program is the replacement of the sewage force main between the A-7 pump station at Island Road and South County Road and the A-39 pump station at Phipps Ocean Park. This project will replace an aging sewage force main. A section of this line was repaired between Sloan's and Widener's Curves failed this past summer and, the remainder of the line needs to be replaced as soon as practical.

We have negotiated a Design Phase Services contract with Mathews Consulting, Inc. in the amount of $385,920. Staff also recommends a project contingency of 10%, resulting in a total estimated amount of $424,600.

FUNDING/FISCAL IMPACT

Since the bonds are not expected to be sold until February 2010, Town staff is recommending that existing capital improvement funds be used. Account 307.50.611.535.60.63.60, sewage force mains, has sufficient funds to allow a purchase order to be issued. Once bond funds are made available, it is recommended that the bond proceeds be used to reimburse this account. Town Council has passed a resolution to allow this reimbursement from bond proceeds.

TOWN ATTORNEY REVIEW

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

HPB:nb

Attachment

cc. Charles R. Langley, Assistant Director of Public Works/Engineering
Eric B. Brown, Assistant Director of Public Works/Operations
James M. Bowser, Town Engineer
Douglas Terry, Water Resources Division Manager
Steve White, Construction Manager

RESOLUTION NO. 2-10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING A PURCHASE ORDER TO MATHEWS CONSULTING, INC., FOR FORCE MAIN DESIGN SERVICES BETWEEN SANITARY SEWAGE PUMPING STATIONS A-7 AND A-39 FOR THE TOWN OF PALM BEACH.

*   *   *   *   *

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

Section 1. The Force Main Design Services Between Sanitary Sewage Pumping Stations A-7 and A-39 is hereby awarded to Mathews Consulting, Inc. for their proposal amount of $385,920 with allowance for a 10% contingency for a total amount of $424,600.

Section 2. The Town Manager is hereby authorized and directed to execute a purchase order on behalf of the Town of Palm Beach for design services with Mathews Consulting, Inc.

Section 3. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the completion of the design services for the force main between sewage pump stations A-7 and A-39.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on this 12th day of January 2010.

Jack McDonald, Mayor	David A. Rosow, Town Council President
	Gail Coniglio, Town Council President Pro Tem
	William J. Diamond, Town Council Member
ATTEST:	Richard M. Kleid, Town Council Member
Joanna Cunningham, Town Clerk	Robert N. Wildrick, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2010

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 3-10 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Purchase Order to Corzo Castella Carballo Thompson Salman, P.A., for the Tangier Avenue Storm Drainage Design for the Town of Palm Beach.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated January 4, 2010, from H. Paul Brazil, Director of Public Works
- Resolution No. 3-10

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 2010

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: H. Paul Brazil, Director of Public Works

Re: Award of Tangier Avenue Storm Drainage Design Services
Resolution No. 3-10

Date: January 4, 2009

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 3-10 authorizing the award of the Tangier Avenue Storm Drainage Design Services in the amount of $49,810 to Corzo, Castella, Carballo, Thompson, Salman, P.A., and establishing a design phase budget of $54,800.

GENERAL INFORMATION

Contained within the Accelerated Capital Improvement Program is the construction of a storm drainage line on Tangier Avenue between North Lake Way and North County Road. Also needing an upgrade are the water main, gravity sanitary sewer and roadway curbing.

We have negotiated a Design Phase Services contract with Corzo, Castella, Carballo, Thompson, Salman, P.A. in the amount of $49,810. Staff also recommends a project contingency of 10%, resulting in a total estimated amount of $54,800.

FUNDING/FISCAL IMPACT

Since the bonds are not expected to be sold until February 2010, Town staff is recommending that existing capital improvement funds be used. Account 307.50.611.535.60.65.21, drainage improvements, has sufficient funds to allow a purchase order to be issued. Once bond funds are made available, it is recommended that the bond proceeds be used to reimburse this account. Town Council has passed a resolution to allow this reimbursement from bond proceeds.

TOWN ATTORNEY REVIEW

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

HPB:nb

Attachment

cc. Charles R. Langley, Assistant Director of Public Works/Engineering
Eric B. Brown, Assistant Director of Public Works/Operations
James M. Bowser, Town Engineer
Douglas Terry, Water Resources Division Manager
Steve White, Construction Manager

RESOLUTION NO. 3-10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING A PURCHASE ORDER TO CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A. FOR THE TANGIER AVENUE STORM DRAINAGE DESIGN SERVICES FOR THE TOWN OF PALM BEACH.

*   *   *   *   *

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

Section 1. The Tangier Avenue storm drainage design services is hereby awarded to Corzo Castella Carballo Thompson Salman, P.A. for their proposal amount of $49,810 with allowance for a 10% contingency for a total amount of $54,800.

Section 2. The Town Manager is hereby authorized and directed to execute a purchase order on behalf of the Town of Palm Beach for design services with Corzo Castella Carballo Thompson Salman, P.A.

Section 3. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the completion of the design services for the Tangier Avenue storm drainage design services.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on this 12th day of January 2010.

Jack McDonald, Mayor

David A. Rosow, Town Council President

Gail Coniglio, Town Council President Pro Tem

William J. Diamond, Town Council Member

ATTEST:

Richard M. Kleid, Town Council Member

Joanna Cunningham, Town Clerk

Robert N. Wildrick, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2010

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 4-10 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Purchase Order to Kimley Horn and Associates for the Laurian Lane Storm Drainage Improvements for the Town of Palm Beach.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated January 4, 2010, from H. Paul Brazil, Director of Public Works
- Resolution No. 4-10

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 2010

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: H. Paul Brazil, Director of Public Works

Re: Award of Laurian Lane Storm Drainage Design Services
Resolution No. 4-10

Date: January 4, 2010

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 4-10 authorizing the award of Laurian Lane Storm Drainage Design Services in the amount of $55,475 to Kimley Horn and Associates, and establishing a design phase budget of $61,500.

GENERAL INFORMATION

Contained within the Accelerated Capital Improvement Program is the replacement of the storm drainage system on Laurian Lane. Portions of the sanitary sewer system need to be replaced and are included in this project. The roadway will be rebuilt with new curbing.

We have negotiated a Design Phase Services contract with Kimley Horn and Associates in the amount of $55,475. Staff also recommends a project contingency of 10%, resulting in a total estimated amount of $61,500.

FUNDING/FISCAL IMPACT

Since the bonds are not expected to be sold until February 2010, Town staff is recommending that existing capital improvement funds be used. Account 307.50.611.535.60.65.21, drainage improvements, has sufficient funds to allow a purchase order to be issued. Once bond funds are made available, it is recommended that the bond proceeds be used to reimburse this account. Town Council has passed a resolution to allow this reimbursement from bond proceeds.

TOWN ATTORNEY REVIEW

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

HPB:mrs

Attachment

cc. Charles R. Langley, Assistant Director of Public Works/Engineering
Eric B. Brown, Assistant Director of Public Works/Operations
James M. Bowser, Town Engineer
Douglas Terry, Water Resources Division Manager
Steve White, Construction Manager

RESOLUTION NO. 4-10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING A PURCHASE ORDER TO KIMLEY HORN AND ASSOCIATES FOR THE LAURIAN LANE STORM DRAINAGE IMPROVEMENTS FOR THE TOWN OF PALM BEACH.

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

Section 1. The Laurian Lane storm drainage improvement design services is hereby awarded to Kimley Horn and Associates. for their proposal amount of $55,475 with allowance for a 10% contingency for a total amount of $61,500.

Section 2. The Town Manager is hereby authorized and directed to execute a purchase order on behalf of the Town of Palm Beach for design services with Kimley Horn and Associates.

Section 3. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the completion of the design services for the Laurian Lane storm drainage improvement project.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on this 12th day of January 2010.

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Jack McDonald, Mayor

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David A. Rosow, Town Council President

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Gail Coniglio, Town Council President Pro Tem

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William J. Diamond, Town Council Member

ATTEST:

____
Richard M. Kleid, Town Council Member

____
Joanna Cunningham, Town Clerk

____
Robert N. Wildrick, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2010

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 5-10 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding a Purchase Order to Corzo Castella Carballo Thompson Salman, P.A., for the North Lake Way Drainage Improvements Between El Dorado Lane and Plantation Road for the Town of Palm Beach.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated January 4, 2010, from H. Paul Brazil, Director of Public Works
- Resolution No. 5-10

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 2010

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: H. Paul Brazil, Director of Public Works

Re: Award of Storm Drainage Design Services
North Lake Way between El Dorado Lane and Plantation Road
Resolution No. 5-10

Date: January 4, 2010

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 5-10 authorizing the award of storm drainage Design Services on North Lake Way between El Dorado Lane and Plantation Road in the amount of $54,820 to Corzo Castella Carballo Thompson Salman, P.A., and establishing a design phase budget of $60,500.

GENERAL INFORMATION

Contained within the Accelerated Capital Improvement Program is the construction of a storm drainage line on North Lake Way between El Dorado Lane and Plantation Road. We have negotiated a Design Phase Services contract with Corzo Castella Carballo Thompson Salman, P.A. in the amount of $54,820. Staff also recommends a project contingency of 10%, resulting in a total estimated amount of $60,500.

FUNDING/FISCAL IMPACT

Since the bonds are not expected to be sold until February 2010, Town staff is recommending that existing capital improvement funds be used. Account 307.50.611.535.60.65.21, storm drainage improvements has sufficient funds to allow a purchase order to be issued. Once bond funds are made available, it is recommended that the bond proceeds be used to reimburse this account. Town Council has passed a resolution to allow this reimbursement from bond proceeds.

TOWN ATTORNEY REVIEW

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

HPB:mrs

Attachment

cc. Charles R. Langley, Assistant Director of Public Works/Engineering
Eric B. Brown, Assistant Director of Public Works/Operations
James M. Bowser, Town Engineer
Douglas Terry, Water Resources Division Manager
Steve White, Construction Manager

RESOLUTION NO. 5-10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING A PURCHASE ORDER TO CORZO CASTELLA CARBALLO THOMPSON SALMAN, P.A. FOR THE NORTH LAKE WAY DRAINAGE IMPROVEMENTS BETWEEN EL DORADO LANE AND PLANTATION ROAD FOR THE TOWN OF PALM BEACH.

*   *   *   *   *

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

Section 1. The North Lake Way between El Dorado Lane and Plantation Road Storm Drainage Design Services is hereby awarded to Corzo Castella Carballo Thompson Salman, P.A. for their proposal amount of $54,820 with allowance for a 10% contingency for a total amount of $60,500.

Section 2. The Town Manager is hereby authorized and directed to execute a purchase order on behalf of the Town of Palm Beach for design services with Corzo Castella Carballo Thompson Salman, P.A.

Section 3. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the completion of the design services for the storm drainage along North Lake Way between El Dorado Lane and Plantation Road

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on this 12th day of January 2010.

____________________ Jack McDonald, Mayor	____________________ David A. Rosow, Town Council President
	____________________ Gail Coniglio, Town Council President Pro Tem
	____________________ William J. Diamond, Town Council Member
ATTEST:	____________________ Richard M. Kleid, Town Council Member
____________________ Joanna Cunningham, Town Clerk	____________________ Robert N. Wildrick, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2010

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 6-10 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida Assessing a Lien Against the Property at 112 Caribbean Avenue, Palm Beach, Florida 33480, in the Amount of $3,764.86, Together with Interest at Eight Percent Compounded Unless Paid Within Thirty Days After Publication of this Resolution; Providing an Effective Date.

Presenter

John C. Randolph, Town Attorney

Supporting Documents

- Memorandum dated December 22, 2009, from John Randolph
- Resolution No. 6-10
- Invoice #11524 Dated December 22, 2009
- Claim of Lien

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 2010

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: John C. Randolph, Town Attorney

Re: **Resolution No. 6-10**
James M. Brandon and Nicole J. Brandon
112 Caribbean Avenue

Date: December 22, 2009

STAFF RECOMMENDATION

Town Staff recommends that the Town Council adopt Resolution No. 6-10 assessing a lien against the property at 112 Caribbean Avenue in the amount of $3,764.86, together with interest.

GENERAL INFORMATION

Pursuant to Section 42-91 of the Town's Code of Ordinances, the Town issued a notice to abate a nuisance on property located at 112 Caribbean Avenue. The property owner did not abate the nuisance and the nuisance was abated by the Town on October 1, 2009. A copy of the Statement relating to the work done by the Town to abate the nuisance is attached hereto. The costs for abatement were $3,764.86. The Town is entitled to levy a special assessment lien against the property in the event the amount is not paid. Pursuant to 42-94, however, the Town is required by resolution to fix, levy and impose a special assessment against the property involved in an amount not exceeding the actual cost of the work. Resolution No. 6-10 is required to be adopted by the Town Council and upon adoption the special assessment lien, a copy of which is attached hereto, shall be filed.

ATTACHMENTS

Resolution No. 6-10
Invoice Number 11524 in the amount of $3,764.86
Claim of Lien

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RESOLUTION NO. 6-10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, ASSESSING A LIEN AGAINST THE PROPERTY AT 112 CARIBBEAN AVENUE, PALM BEACH, FLORIDA 33480, IN THE AMOUNT OF $3,764.86, TOGETHER WITH INTEREST AT EIGHT PERCENT COMPOUNDED UNLESS PAID WITHIN THIRTY DAYS AFTER PUBLICATION OF THIS RESOLUTION; PROVIDING AN EFFECTIVE DATE.

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

<u>Section 1.</u> On October 1, 2009, the Town of Palm Beach, after notice to the property owner, conducted work to clean the property and the swimming pool at the property of James M. Brandon and Nicole J. Brandon at 112 Caribbean Avenue, Palm Beach, Florida 33480, for a total cost of $3,764.86. The full amount of this charge is assessed against the property herein described. A lien shall be recorded against the property in the amount stated herein against the property herein described:

> Lot 18 and the west 40 feet of Lot 19, BOCA RATONE COMPANY'S INLET SUBDIVISION, according to the Plat thereof recorded in Plat Book 12, Page 15 of the public records of Palm Beach County, Florida.

A copy of the statement for services rendered which has remained unpaid after notification by certified mail is attached, as is a copy of the Claim of Lien.

<u>Section 2.</u> The lien imposed herein shall bear interest at a rate of eight percent per annum compounded, unless paid within thirty (30) days after publication of this Resolution.

Section 3. The Town Manager shall enforce collection of this special assessment lien.

Section 4. The Town Clerk shall cause this Resolution to be published by posting in a newspaper of general circulation in the community.

Section 5. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of January, 2010.

Jack McDonald, Mayor	David A. Rosow, Town Council President
	Gail Coniglio, Town Council President Pro Tem
	William J. Diamond, Town Council Member
ATTEST:	Richard M. Kleid, Town Council Member
Joanna Cunningham, Town Clerk	Robert N. Wildrick, Town Council Member

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TOWN OF PALM BEACH
Finance Department
360 South County Road
PO Box 2029
Palm Beach, FL 33480
(561) 838-5463

INVOICE 11524

DATE	12/22/2009
ACCOUNT	MI-000168
AMT DUE	3,764.86

BRANDON, JAMES
1806 OLD OKEECHOBEE BLVD #950
WEST PALM BEACH, FL 33401

AMOUNT PAID______________________

MAKE CHECKS PAYABLE TO TOWN OF PALM BEACH
PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

TOWN OF PALM BEACH

DESCRIPTION	AMOUNT
Miscellaneous Billing Manpower and equipment charges for clean up of property on October 1, 2009. Schedule of charges attached	2,766.92
Miscellaneous Billing Reimbursement of swimming pool clean up costs - work performed by National Pool Service. Invoice copy attached.	997.94
Total Amount Due:	3,764 86

ACCOUNT NO. MI-000168 PAYABLE UPON RECEIPT 3,764.86

Please Remit to: TOWN OF PALM BEACH
Finance Department
360 South County Road
PO Box 2029
Palm Beach. FL 33480

112 Caribbean Clean Up

All work completed on October 1, 2009.

	Man Power	Salary (HR + Benefits)	x	Hours	=	Total
-	Ed Armstrong	$51.71	x	4	=	206.84
-	Ed Bateman	$29.05	x	8	=	232.40
-	Kevin Hopper	$29.05	x	8	=	232.40
-	Rafik Elias	$30.85	x	8	=	246.80
-	Kirt Konopasek	$30.64	x	8	=	245.12
-	Patrick Ware	$35.55	x	8	=	284.40
-	Gervin Turnbull	$34.29	x	8	=	274.32
-	Gerry Vazquez	$29.63	x	8	=	237.04
				Total Man Power:		$1,959.32

	Equipment	Rate	x	Hours	=	Total
-	Bucket Truck	$45.00	x	8	=	360.00
-	Dump Truck	$21.00	x	8	=	168.00
-	Dump Truck	$21.00	x	8	=	168.00
-	Pick Up Truck	$9.30	x	8	=	74.40
-	Pick Up Truck	$9.30	x	4	=	37.20
				Equipment Total:		$807.60

Labor & Equipment Total: $2,766.92

Pool Cleaning: ~~$1,000.00~~ 997.94

Grand Total: ~~$3,766.92~~ $3764.86

National Pool Service Inc.

National Pool Service, Inc.

6707 Norton Ave
West Palm Beach, FL 33405
Phone: 561-585-8866 Phone: www.natpool.com
Fax: 561-585-9036
Email: Nationalpoolsvc@aol.com

Invoice

Salesperson 1. Sam Nystrom

Created: 10/2/2009 11:16:08 AM
Completed: 11/27/2009 11:06:14 AM Customer Id: 2313 Invoice: 10245
Register: REPAIRS Revenue Center: Steve

PURCHASING DEPT. TOWN OF PALM BEACH 951 OLD OKEECHOBEE RD. - WEST PALM BEACH, FL 33401	Home: 835-4691 Cell: 838-5406 Work: C Fax: 835-4691 ATT: ED

Qty	Part Number	Description	Price	Discount	Amount
122.5	6800	CHLORINE PER GALLON	2.00		245.00
10	7345	POOL SAFE ACID PER GALLON	5.00		50.00
6	REVIVE-32	E-Z REVIVE ALGAE FLOC 32OZ	42.99		257.94
1	LABOR MAINTENAN	VARIOS POOL SERVICES LABOR	445.00		445.00

Sub Total	$997.94
Total	$997.94
State Tax	$0.00
City/County Tax	$0.00
Amount Due	$997.94
Amount Paid	$0.00
Balance	$997.94

Special Comments: October 12- 26, November 3, 5, 2009 ALGAE Cleanup- Green Pool
10 trips

Cleanup of 112 Carribean, Palm Beach.

Property located at 112 Carribean is a foreclosed/abandoned pool which is creating health concerns for the surrounding area. Water condition may become breeding ground for insects.

Cleaned up the pool including killing algae and clearing up the pool. The pool did not respond as well as in the past.Site has no electricity and no water source. Next clean up : Recommend work with the City to drain, pressure clean and refill the pool.

PREPARED BY/RECORD AND RETURN TO
JOHN C. RANDOLPH, Esquire
Jones, Foster, Johnston & Stubbs, P.A.
Post Office Box 3475
West Palm Beach, Florida 33402-3475
WILL CALL #85

CLAIM OF LIEN

BEFORE ME, the undersigned authority, personally appeared PETER B. ELWELL who, after being duly sworn, says that he is the Town Manager of the Town of Palm Beach, Florida, Lienor herein, whose address is 360 South County Road, Palm Beach, Florida 33480, and that pursuant to Sections 42-91 through 42-94 of the Town Code of Ordinances, the Town of Palm Beach, Florida, does hereby claim a lien in the amount of THREE THOUSAND SEVEN HUNDRED SIXTY-FOUR AND 86/100 ($3,764.86), together with interest at eight percent (8%) per annum compounded upon the following described real property in the Town of Palm Beach, Palm Beach County, Florida:

> Lot 18 and the west 40 feet of Lot 19, BOCA RATONE COMPANY'S INLET SUBDIVISION, according to the Plat thereof recorded in Plat Book 12, Page 15 of the public records of Palm Beach County, Florida

The above described property is owned by James M. Brandon and Nicole J. Brandon whose last know address is: 112 Caribbean Avenue, Palm Beach Florida 33480.

AFFIANT FURTHER says that this Claim of Lien represents the actual fee for manpower and equipment charges for clean up of property on October 1, 2009 and swimming pool clean up costs by the Town of Palm Beach, Florida, in the amount stated above which amount remains unpaid after notice to the property owner and is levied in accordance with Sections 42-91 through 42-94 of the Code of Ordinances of the Town of Palm Beach.

TOWN OF PALM BEACH

By______________________________
Peter B. Elwell, Town Manager

ATTEST:

____
Joanna Cunningham, Town Clerk

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this the ________ day of ______________, 2010, before me personally appeared PETER B. ELWELL and JOANNA CUNNINGHAM, the Town Manager and Town Clerk respectively of the Town of Palm Beach, to me known to be the persons who signed the above instrument as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of the Town of Palm Beach and that the said instrument is the act and deed of said municipal corporation.

WITNESS my hand and seal at the Town of Palm Beach, Palm Beach County, Florida, the day and year stated above.

____
Notary Public

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TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2010

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 8-10 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town Manager to Contract with Applied Technology & Management, Inc., for the Mid-Town Beach Project Cumulative Assessment.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated January 4, 2010, from H. Paul Brazil, Director of Public Works
- Resolution No. 8-10
- FDEP Letter to Rob Weber

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 2010

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: H. Paul Brazil, Director of Public Works

Re: Authorization for Mid-Town Beach Cumulative Assessment
Resolution No. 8-10

Date: January 4, 2010

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 8-10 authorizing the Town Manager to contract with Applied Technology & Management, Inc. for the not-to-exceed expenditure of $40,000 for the cumulative assessment of the Mid-Town environmental monitoring reports.

GENERAL INFORMATION

During the permitting process for the Mid-Town dune project, FDEP requested additional information regarding potential cumulative hardbottom impacts associated with the 2003 and 2006 Mid-Town nourishment projects. The Town requested that the hardbottom concerns from the previous beach nourishment projects not be included in the permitting process for the proposed dune nourishment project. FDEP agreed to separate the concerns and subsequently provided the Town with a letter on December 14, 2009. FDEP requested that the effects from the previous Mid-Town projects be addressed through a cumulative assessment to be performed by a Town consultant and submitted in February 2010.

The Town is currently refining the scope and cost with Applied Technology & Management, Inc. Due to the short time frame available to respond to the FDEP request, it is necessary to request Council action prior to staff reaching final agreement on scope and cost. Staff is confident that $40,000 is a sufficient budget for this effort.

FUNDING/FISCAL IMPACT

Town Council appropriated nearly $280,000 for the efforts associated with the 2009 environmental monitoring. The 2009 Annual Environmental Monitoring for the Town's Mid-Town and Phipps projects was approved by Town Council on July 14, 2009, for the expenditure of $185,271.05. Following additional discussions with FDEP and the consultant, the scope and cost was adjusted down to $167,014.08. Therefore, sufficient funds remain in the coastal management program monitoring budget for the additional effort FDEP has required. Staff will consult with FDEP to discuss potential cost sharing opportunities.

TOWN ATTORNEY REVIEW

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

Attachment

HPB:mrs

cc: Robert Weber, Coastal Coordinator
Jim Bowser, Town Engineer

RESOLUTION NO. 8-10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE TOWN MANAGER TO CONTRACT WITH APPLIED TECHNOLOGY & MANAGEMENT, INC. FOR THE MID-TOWN BEACH PROJECT CUMULATIVE ASSESSMENT.

* * *

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

Section 1. Provide a cumulative impact analysis of the previous 2003 and 2006 Mid-Town beach nourishment projects as requested by the Florida Department of Environmental Protection to the Town via letter on December 14, 2009. The professional services to prepare a cumulative impact analysis and discuss the potential impacts of previous Mid-Town nourishment events is hereby approved for a not-to-exceed contract limit of $40,000.00.

Section 2. The Town Manager, or his designee, is hereby authorized to enter a contract with a Applied Technology & Management, Inc. on behalf of the Town of Palm Beach for the above referenced analysis up to the not-to-exceed contract limit of $40,000.00.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on this 12th day of January, 2010.

Jack McDonald, Mayor	David A. Rosow, Town Council President
	Gail Coniglio, Council President Pro Tem
	William J. Diamond, Town Council Member
ATTEST:	Richard M. Kleid, Town Council Member
Joanna Cunningham, Town Clerk	Robert N. Wildrick, Town Council Member

Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

December 14, 2009

Robert Weber
Coastal Coordinator
Town of Palm Beach
Public Works Department
Post Office Box 2029
Palm Beach, Florida 33480-2029

Mr. Weber,

A new application for a modification to Permit No. 0164713-004-JN is currently under review by the Department. This letter is to inform the Town that Department staff are **in disagreement with the "no-impact" conclusions stated in the post**-construction Biological Monitoring Reports prepared by Coastal Planning & Engineering (CPE) for the 2003 and 2006 beach nourishment events. Although we will not address this issue as a completeness item for the pending modification, we will pursue resolution as a compliance issue. In support of this investigation please comply with the request, outlined in our previous RAI, to submit a cumulative impact analysis and discus the impacts of the previous nourishment events.

You may recall that I discussed these issues and concerns with Town of Palm Beach staff prior to the 2009 annual biological monitoring event. I will now reiterate the main points that were brought to your attention to guide the development of the 2009 annual Biological Monitoring Report so it would result in more than just stating the current status of hardbottom (HB) communities in the area of the Mid-Town nourishment project.

The data that CPE provided in the various reports demonstrate project-related impacts. **Yet, discussion in the reports and the Tate and Lybolt article in "Shore and Beach"** indicate that there were no impacts. This interpretation was based upon the description of frequent sand movements recorded by repeated observations in short-term surveys of some monitoring transects. However, the amount of sand transported is critical to the evaluation of HB community impacts. The probability of impacts from permanent sand movement becomes considerably higher, and the impact more extensive and prolonged, when large amounts of new sand is introduced into the system.

In 2003, the Town placed 1.2 million cubic yards of sand for the Mid-Town Nourishment Project. The January 2006 24-month post-construction CPE Biological Monitoring Report (Executive summary, p. i) states: *"The three independent methods of quantifying sand cover had very similar findings. Sand cover 24 month post-construction was 141% to 490% greater than pre-construction, depending on the method used…Sand cover of hardbottom was documented to vary on daily scale, but net burial was extensive at most of hardbottom sites. The increase in sand cover has been generally progressive and cumulative, and this sort of pattern would imply that Project sand has contributed to the sand increase".* This statement implicates project-related impacts from sand cover. In contrast, the CPE report then states that attribution of sand cover to the nourishment project is a "difficult assertion" because of hurricanes and "unknown source(s) of rapidly moving sands". Taking into account the rapid loss of sand from the beach fill area after both nourishment projects, it is logical to suggest that the "source of rapidly moving sand" is the beach fill.

CPE's 24 month post-construction Biological Report (erroneously referred to as the Year Three Post-Construction Report since the nourishment project was completed in 2006 with the placement of 900,000 cy of sand) refutes the above statement, claiming no project-related HB impacts, while the data clearly demonstrate increase of sediment cover within all transects, and the Breakers Rock Pile. Department staff conducted a site inspection following the 2003 project, but prior to the 2004/05hurricanes, and directly observed signs of burial. Hurricanes and storms are typical events; sand cannot be used as a factor discounting beach nourishment project impacts. I also mentioned that comparisons between compliance and control transect at R90 is not valid, because it is too close to the beach fill and more representative of a compliance site. In the future, I recommend using it only as a compliance site transect. Also, post-construction Biological Monitoring Reports submitted since the 2006 nourishment were using a baseline survey of the HB communities in the area already impacted by the previous project of 2003. This is not acceptable.

According to the physical monitoring data, about 330,000 cubic yards of sand has accumulated seaward of (i.e. behind) the nearshore HB. This fact is contrary to the Biological Report's conclusion that sand accumulated seaward of the HB adjacent to the project, but cannot be attributed to the project.

Long-term burial by advancement of the actual toe of fill, beyond the predicted toe of fill, is not the only impact that happens to HB communities; the transport of sand from the project in cross-shore direction can cause damages by an abrasive effect, as well as by short-term accumulation of small sandy forms. There was no attempt in the Biological Monitoring Report do discuss possible degradation of HB communities due to cross-shore transport of sand (including patchy cover, that temporarily covered HB during the interval between the two surveys).

In the 2009 Biological Monitoring Report, please summarize all data using the 2003 pre-construction biological and physical monitoring as baseline, and use aerial photos to supplement in-situ data when assessing overall project-related HB impact. Impact estimates should be made on a year-by-year basis, to enable UMAM mitigation assessment. We would appreciate a timely report submission, but because the requested work is more substantial than typically required, the JCP Compliance Officer is willing to extend the report deadline to February 1st, 2010 to allow the Town's agent(s) more preparation time.

Sincerley,

Vladimir N. Kosmynin, Ph.D.
Environmental Consultant
Bureau of Beaches and Coastal Systems
Department of Environmental Protection

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2010

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 9-10 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Purchase of Four (4) Ford Ranger Pick-Up Trucks.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated January 4, 2010, from H. Paul Brazil, Director of Public Works
- Resolution No. 9-10

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 2010

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: H. Paul Brazil, Director of Public Works

Re: Approve Purchase of Four (4) Ford Ranger Pick-Up Trucks
Resolution No. 9-10

Date: January 4, 2010

STAFF RECOMMENDATION

Staff recommends that the Town Council approve Resolution No. 9-10 for the purchase of Four (4) Ford Ranger pick-up trucks via the FY 2010 state contract FSA No. 09-17-0908 for a total amount of $55,149.00.

GENERAL INFORMATION

$71,000 was approved in the FY 2010 Town budget for the purchase of Four (4) Ford Ranger pick-up trucks. Accumulated depreciation is sufficient for the following vehicles which have reached their approved replacement dates and life expectancy, or have maintenance issues:

Vehicle #	*Make*	*Year*	*Asset #*	*Years in Service*
551-24	Ford Ranger	2000	9232	10
532-12	Ford Ranger	2001	9356	9
532-10	Ford Ranger	1997	8683	13
561-01	Ford Ranger	1999	9157	11

FUNDING/FISCAL IMPACT

Town staff requests authorization to expend $ 55,149.00 from the Equipment Replacement Fund Account for the purchase of the Four (4) Ford Ranger pick-up trucks.

TOWN ATTORNEY REVIEW

The proposed resolution is similar to those previously reviewed and approved by the Town Attorney for legal form and sufficiency.

HPB:nb

cc: Jane Struder, Director of Finance
Cheryl Somers, Assistant Finance Director
Eric Brown, Assistant Public Works Director
Larry Iverson, Services Division Manager
Lynda Venne, Purchasing Agent

RESOLUTION NO. 9-10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF FOUR (4) FORD RANGER PICK-UP TRUCKS.

* * * * *

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

Section 1. The Town of Palm Beach's purchase of (4) Ford Ranger pick-up trucks, under terms of the Florida Sheriffs Association state contract No. 09-17-0908, in the amount of $55,149 is hereby approved.

Section 2. The Town Manager is hereby authorized and directed to execute a contract on behalf of the Town of Palm Beach for the purchase of (4) Ford Ranger pick-up trucks, under terms of the Florida Sheriffs Association state contract No. 09-17-0908 in the amount of $55,149.

Section 3. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the completion of the purchase, and other outfitting purchases as needed to place these vehicles in service.

PASSED AND ADOPTED in a regular adjourned session of the Town Council of the Town of Palm Beach this 12th day of January, 2010.

____
Jack McDonald, Mayor

____
David A. Rosow, Town Council President

____
Gail Coniglio, Council President Pro Tem

____
William J. Diamond, Town Council Member

____
Richard M. Kleid, Town Council Member

____
Robert N. Wildrick, Town Council Member

ATTEST:

____
Joanna Cunningham, Town Clerk

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2010

Section of Agenda

Resolutions

Agenda Title

RESOLUTION NO. 10-10 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving an Award of Contract for D-9 Storm Water Pump Station Pumps, a Fund 307 Project, for the Town of Palm Beach.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated January 4, 2010, from H. Paul Brazil, Director of Public Works
- Resolution No. 10-10

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 2010

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: H. Paul Brazil, Director of Public Works

Re: Authorization to Award Procurement of D-9 Pump Station Pumps
Resolution No. 10-10

Date: January 4, 2009

STAFF RECOMMENDATION

Staff recommends that Town Council approve Resolution No. 10-10 approving the procurement of storm water pumps for the D-9 Storm Water Pump Station Project in the amount of $378,217 to ITT Water & Wastewater, Florida, LLC (ITT).

GENERAL INFORMATION

The Town Council previously approved the rehabilitation of the D-9 storm water pump station on Mediterranean Road. The components within the station are no longer reliable. Part of the rehabilitation includes replacement of the pumps within the station.

The Town has standardized the purchase of all storm water pumps to Flygt Products that are distributed in Florida by ITT. There is a four month delivery for these size pumps and staff wants to order them now so we will have them on hand when we are ready to go to construction this spring. By pre-purchasing these pumps we will save sales tax and the contractor's general markup on materials.

The Town's Purchasing Manual under Section 6-2, Standardization, authorizes purchase of equipment that has been designated a "standardized" item based upon our past history of performance, their design and maintenance history. The Town has standardized on numerous equipment utilized in our sanitary sewer lift stations, our storm water pump stations, and our collection systems. ITT Water & Wastewater, Florida LLC is the sole source provider for the Flygt pumps and supporting parts/materials.

FUNDING/FISCAL IMPACT

Sufficient funds were budgeted in the FY2010 Capital Improvement Program.

TOWN ATTORNEY REVIEW

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

HPB:mrs

cc: Charles R. Langley, Assistant Director of Public Works/Engineering
Eric Brown, Assistant Director of Public Works/Operations
Douglas Terry, Water Resources Division Manager
Steve White, Construction Manager
Mike Roach, Project Manager

RESOLUTION NO. 10-10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING PROCUREMENT OF D-9 STORM WATER PUMP STATION PUMPS, A FUND 307 PROJECT, FOR THE TOWN OF PALM BEACH.

* * *

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

Section 1. The Town Manager, or his designee, is hereby authorized to declare these storm water pumps as standardized purchases on a sole source basis.

Section 2. The Town of Palm Beach procurement for delivery and supply of D-9 Storm Water Pumps be awarded to ITT Water & Wastewater, Florida, LLC for their proposal amount of $378,217.

Section 3. The Town Manager, or his designee, is hereby authorized to process a purchase order on behalf of the Town of Palm Beach for the D-9 Storm Water Pump Station Pumps with ITT Water & Wastewater, Florida, LLC.

Section 4. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the completion of the supply and delivery of D-9 Storm Water Pump Station Pumps.

PASSED AND ADOPTED in a regular session of the Town Council of the Town of Palm Beach on this 12th day of January, 2010.

Jack McDonald, Mayor

David A. Rosow, Town Council President

Gail Coniglio, Council President Pro Tem

William J. Diamond, Town Council Member

Richard M. Kleid, Town Council Member

ATTEST:

Joanna Cunningham, Town Clerk

Robert N. Wildrick, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2010

Section of Agenda

Consent - Other

Agenda Title

Request to Implement Zone Parking on Worth Avenue.

Presenter

Thomas G. Bradford, Deputy Town Manager

Supporting Documents

- Memorandum dated January 5, 2010, from Thomas G. Bradford, Deputy Town Manager
- Letter dated November 17, 2009, from Sherry Frankel, Worth Avenue Association

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 2010

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Thomas G. Bradford, Deputy Town Manager

Re: Request to Implement Zone Parking on Worth Avenue

Date: January 5, 2010

STAFF RECOMMENDATION

Staff recommends that the Town Council authorize staff to proceed with implementation of zone parking on Worth Avenue in conjunction with increasing available placard parking permits on Peruvian Avenue.

GENERAL INFORMATION

Recently, the Worth Avenue Association formally requested that the Town consider implementation of zone parking in the 100, 200 and 300 blocks of Worth Avenue. See attached letter. In 2007, the Town adopted an ordinance that allows for the creation of zone parking districts. Worth Avenue currently allows for two hour parking without payment of a parking fee. Implementation of zone parking means that upon the expiration of a person's two hour parking allotment, they must leave the zone as opposed to merely relocating to a nearby parking space.

The Police Department, working in conjunction with the Public Works Department and this office, concurs that the implementation of zone parking is a viable means to solve the unabated problem of some employers and employees of businesses on Worth Avenue dominating the usage of on-street parking along Worth Avenue. As soon as the necessary signage is received and installed, zone parking can be implemented pursuant to the adopted ordinance on Worth Avenue. Three separate zones are proposed for creation; one each for the 100, 200 and 300 blocks. After consultation with merchants, now is the time to implement zone parking because if it is a success we can make it permanent upon the rebuild of Worth Avenue. If it is a failure, it ends upon commencement of construction on Worth Avenue. In other words, the time between now and commencement of Worth Avenue construction is a de facto test period for zone parking.

Please keep in mind that some parties are not in favor of implementing zone parking. Therefore, unanimity will not likely exist on this issue. To help minimize parking related problems emanating from zone parking implementation, staff wishes to simultaneously increase the number of placard parking permits allowed on Peruvian Avenue. The initial increase will be approximately 20 placard permits that will enable employers and employees to buy reasonably priced ($280 per 4 month period) on-street parking to provide relief from the implementation of zone parking. In addition, the Apollo parking lot is anticipated to increase its monthly parking spaces available to the public by an additional 20 spaces. Additional long-term parking can be provided by the Town and/or Apollo should demand dictate such. Staff has anticipated that additional placard permit parking would be required in order to accommodate workers on Worth Avenue displaced by the forthcoming construction project so this needs to be done even if zone parking is not implemented.

If zone parking is approved, in addition to the customary news release that will be distributed to the public and press relative to such changes, staff intends to provide an informational brochure on these changes and the additional availability of placard permit parking to each business on Worth Avenue in advance of zone parking implementation.

FUNDING/FISCAL IMPACT

There is a de minimis cost to the Town by virtue of implementation of zone parking. These minor costs can be accommodated in the adopted program budgets in the current fiscal year General Fund operating budget.

Attachment
cc: John C. Randolph, Town Attorney
Thomas G. Bradford, Deputy Town Manager
H. Paul Brazil, Director of Public Works
Kirk Blouin, Chief of Police
Richard Howe, Major, Police Department
John Maio, Captain, Police Department
Curtis Krauel, Sergeant, Police Department
Jane Struder, Director of Finance
Mary McQuaig, Accounting Clerk

N:TGB/Agenda Items/2010/Request to Implement Zone Parking on Worth Avenue 011210 TCM

Worth Avenue Association

PO Box 2126, Palm Beach, FL 33480
Phone (561) 659-6909 * Fax (561) 681-1316
WWW.WORTH-AVENUE.COM

Quality - Integrity - Service

New fax: 561-655-7191
Email: robinmiller@worth-avenue.com

November 17, 2009

Mr. Peter Elwell
Town of Palm Beach
360 South County Road
Palm Beach, FL 33480

Dear Mr. Elwell:

The Worth Avenue Association requests that the town implement "Zone Parking Enforcement" at the earliest possible time for Worth Avenue.

We would further request, and in conjunction with this request, an increase to its inventory of placard parking near Worth Avenue to accommodate those shop keepers who no longer will be able park on the street

Thank you for your attention to this matter.

Yours truly,

Sherry Frankel Pres

Sherry Frankel, President
Worth Avenue Association

TOWN OF PALM BEACH
NOV 2 0 2009
Town Manager's Office

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2010

Section of Agenda
Consent - Other

Agenda Title
Approval of Change Order for the Purchase of a Freightliner M2 Utility Truck and Allocation of Funds for Four (4) Trash Truck Dump Bed Transfers.

Presenter
H. Paul Brazil, Director of Public Works

Supporting Documents
- Memorandum dated January 4, 2010, from H. Paul Brazil, Director of Public Works
- Resolution No. 11-10

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 2010

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: H. Paul Brazil, Director of Public Works

Re: Authorization to Approve a Change Order for the Purchase of the Freightliner M2 Utility Truck and to Allocate Funds for Four (4) Trash Truck Dump Bed Transfers
Resolution No. 11-10

Date: January 4, 2010

STAFF RECOMMENDATION

Town staff recommends that the Town Council authorize two items related to vehicle purchases from the Equipment Replacement Fund, including: (1) a change order increasing purchase order # 100368 by an amount of $3,643.00 by approving Resolution No. 11-10, and (2) appropriation of $20,081.00 from contingency funds for the transfer of four Trash truck dump beds to the four new 2009 Trash trucks.

GENERAL INFORMATION

The Town Council had previously approved the acquisition of vehicles at the November 10, 2009, meeting (ref: Resolution No. 118-09) including $97,938 for the purchase of a 2-1/2 ton utility truck. The initial Sheriffs Bid Contracts did not include costs for the 2010 emissions changes when documentation for the purchase of the 2-1/2 ton Freightliner M2 Utility Truck was prepared. It was through the purchasing process that the discrepancies were noted and the Sheriffs Contract prices have since been corrected. The adjustment of $3,643.00 will increase the amount of Purchase Order # 100368 to $101,581.00.

Secondly, in FY 2009 the sum of $30,000 was approved for the transfer of four (4) Trash truck dump beds to the four new Trash trucks purchased in FY 2009. Resulting from the bidding process the cost of transferring the truck beds was reduced to $20,081.00. Because the work was not encumbered prior to October 1, 2009, those funds lapsed to fund balance on that date. Authorization to allocate the amount of $20,081.00 from the contingency funds for expenditure in FY 2010 is required.

FUNDING/FISCAL IMPACT

Town staff requests authorization to expend $23,724.00 from the Equipment Replacement Fund. This will pay for the increase of $3,643 to Purchase Order # 100368, and $20,081.00 for the four (4) Trash truck dump bed transfers.

TOWN ATTORNEY REVIEW

The proposed item is similar to those previously reviewed and approved by the Town Attorney for legal form and sufficiency.

HPB:nb

cc: Jane Struder, Director of Finance
Cheryl Somers, Assistant Finance Director
Eric Brown, Assistant Public Works Director
Larry Iverson, Services Division Manager
Lynda Venne, Purchasing Agent

RESOLUTION NO. 11-10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AWARD OF A CONTRACT FOR PURCHASE OF 2.5 TON UTILITY TRUCK.

*   *   *   *   *

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

Section 1. The Town of Palm Beach's purchase of (1) 2.5 Ton Utility Truck, under terms of the Florida Sheriffs Association state contract No. 09-17-0908, previously approved by Resolution No. 118-09, increased to $101,581for an overall budget is hereby approved.

Section 2. The Town Manager is hereby authorized and directed to execute a contract on behalf of the Town of Palm Beach for the purchase of (1) 2.5 Ton Utility Truck, under terms of the Florida Sheriffs Association state contract No. 09-17-0908 in the amount of $101,581.

Section 3. The Town Manager, or his designee, is hereby authorized and directed to take such further actions as may be necessary to effectuate the completion of the purchase, and other outfitting purchases as needed to place these vehicles in service.

PASSED AND ADOPTED in a regular adjourned session of the Town Council of the Town of Palm Beach this 12th day of January, 2010.

____
Jack McDonald, Mayor

____
David A. Rosow, Town Council President

____
Gail Coniglio, Council President Pro Tem

____
William J. Diamond, Town Council Member

ATTEST:

____
Richard M. Kleid, Town Council Member

____
Joanna Cunningham, Town Clerk

____
Robert N. Wildrick, Town Council Member

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2010

Section of Agenda
Board/Commission Annual Report

Agenda Title
Annual Report of Investment Advisory Committee (Dr. Michael Andrews, Chairman)

Presenter
Jane Struder, Director of Finance

Supporting Documents

- Annual Report of Investment Advisory Committee
- Investment Reports

Town of Palm Beach
Investment Advisory Committee

To: Mayor and Town Council

From: Dr. Michael Andrews, Chairman
Investment Advisory Committee

Date: December 23, 2009

Subject: Annual Report to Mayor and Town Council

On behalf of the Investment Advisory Committee, I am pleased to provide the following report on the current status of the investments and actions taken during the past year by the Investment Advisory Committee.

The Investment Advisory Committee was created to review the Town's current investment policy and make recommendations to improve and diversify investment returns for the Town's surplus funds. In 2007, the Committee was also charged with the task of overseeing the Town's OPEB trust investments.

Surplus Fund Investments
During 2009, the Committee recommended and the Town issued an RFP for investment services. After a thorough review of the proposals the Committee interviewed three finalists: Evergreen Investments, MBIA and PFM Asset Management. PFM Asset Management (PFM) was chosen out of the three to invest $10 million of the Town's surplus funds. The initial investment of $10 million was made in July. In October, the Committee recommended transferring all of the assets of the Evergreen Money Market Fund to PFM for investment. The PFM portfolio would contain Treasuries and Agencies with a maturity of less than one year and a money market fund. The money market account will provide opportunities for investment in longer term securities once rates begin to rise. The current expected yield on the PFM portfolio is .32% versus .01% that the Evergreen Money Market Fund was earning at the time of the decision.

PFM Asset Management
In November, a transfer of approximately $32 million was made from the Evergreen Fund to PFM Asset Management for investment. The Town's total investment with PFM

represents approximately 57% of the total portfolio. A report is attached showing the details of the PFM portfolio as of November 30, 2009.

PFM also is working with the Committee to make modifications to improve the Town's Investment Policy for surplus funds. The Committee will make recommendations for changes to the policy for Town Council approval early in 2010.

Florida League of Cities Bond Funds

The balance of the Town investments ($36.9 million) are with the Florida League of Cities Investment Trust 1 – 3 year (26%) and intermediate bond funds (17%) (FMIvT). These investments represent 31% of the surplus funds portfolio.

The FMIvT 1-3 year fund has returned 5.73% and the Intermediate fund returned 7.48% for the one year period ended November 30, 2009. Attached are reports with return information through November, 2009.

Health Insurance (OPEB) Trust

The Committee oversees the investment of the assets of the Health Insurance (OPEB) Trust. Initial deposit into the trust was $16,000,000.

The asset classes and policy target ranges for the Health Insurance Trust are shown below:

Return Enhancement	**Asset Class**		**Target**	**Range**	**Benchmark**
	Domestic Equity	*U.S. All Cap*	22.5	17.5-27.5	Russell 3000
	Non U.S. Equity	*International*	22.5	17.5-27.5*	MSCI AC World ex. US
	Alternative Strategies	*Directional Hedge*	10.0	5-15	HFRI FOF Strategic/ T-Bills + 500
	* Limited to 25% at cost.				

Risk Reduction	**Asset Class**		**Target**	**Range**	**Benchmark**
	Alternative Strategies	*Absolute Return*	10.0	5-15	HFRI FOF Conservative/ T-Bills + 500
	Fixed Income	*Multi-Strategy*	10.0	5-15	Lehman Brothers Aggregate
		Convertibles	10.0	5-15	Lehman Convertibles
	Real Assets	*Marketable Real Assets*	15.0	10-20	T-Bills + 500

The current money managers and investment benchmarks are as follows:

Manager	Investment Benchmark
Fidelity Spartan Total Market Index	Wilshire 5000 Index
Sound Shore Fund	Russell Midcap Value Index
Brandywine Fund	Russell 3000 Growth Index
Artio International Equity	MSCI AC World x US Index
Dodge & Cox International Stock Fund	MSCI EAFE Net Index
Forester Offshore, Ltd.	HFRI Fund-of-Funds Strategic Index
Archstone Market Neutral, Ltd.	HFRI Fund-of-Funds Conservative Index
PIMCO Total Ret II Instl Fund	BC Aggregate Index
Income Research Convertibles	ML Convertible Bond US Inv. Gr. Index
Guggenheim PLUS II L.P.	70% NCREIF Index/30% NA REIT Index
Vanguard Inflation Protected Sec Fund	BC US Treasury Inflation Notes Index
Government Stif 15	Citigroup Treasury Bill 3 Month Index

Attached is a summary of the investments in the Health Insurance (OPEB) Trust and the quarterly returns as of November 30, 2009. For the one year period ending November 30, 2009 the fund gained 13.7%.

General Information

The current members of the Investment Advisory Committee include:

Name:	Term Expires
Dr. Michael Andrews, Chairman	May 2011
William John Mikus	May 2010
Bernard R. Panfel	May 2010
Benton P. Bohannon	May 2011
Heinz Gundlach	May 2011

During the past 12 months the committee has held 6 meetings.

The next meeting of the Committee is scheduled for Thursday, February 18, 2010. PFM Capital Management and Prime Buchholz will be in attendance to discuss the investment policies and performance through December 31, 2009.

Account Statement

For the Month Ending **November 30, 2009**

Consolidated Summary Statement

Portfolio Summary

Portfolio Holdings	Cash Dividends and Income	Closing Market Value
PFM Managed Account	(34,393.11)	25,462,765.00
Total	**($34,393.11)**	**$25,462,765.00**

Investment Allocation

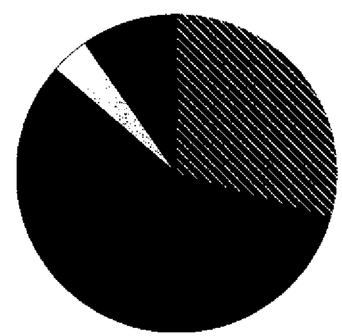
Investment Type	Closing Market Value	Percent
Commercial Paper	7,488,361.50	29.41
Federal Agency Bond / Note	14,477,204.56	56.86
U.S. Government Supported Corporate Debt	1,010,892.00	3.97
U.S. Treasury Bond / Note	2,486,306.94	9.76
Total	**$25,462,765.00**	**100.00%**

Maturity Distribution

Portfolio Holdings	Closing Market Value	Percent
Under 30 days	0.00	0.00
31 to 60 days	0.00	0.00
61 to 90 days	0.00	0.00
91 to 180 days	7,488,361.50	29.41
181 days to 1 year	4,849,007.81	19.04
1 to 2 years	13,125,395.69	51.55
2 to 3 years	0.00	0.00
3 to 4 years	0.00	0.00
4 to 5 years	0.00	0.00
Over 5 years	0.00	0.00
Total	**$25,462,765.00**	**100.00%**

Weighted Average Days to Maturity **378**

Sector Allocation



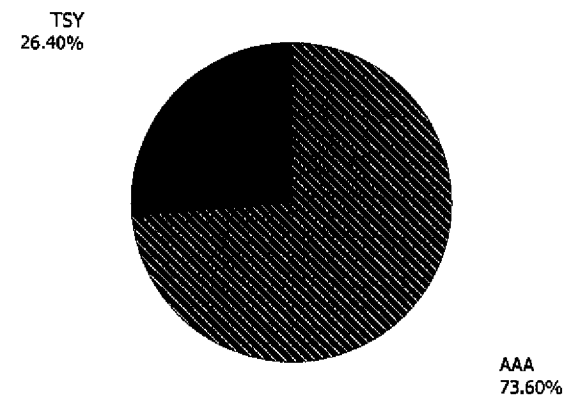
Managed Account Issuer Summary

[illegible]

Issuer Summary

Issuer	Market Value of Holdings	Percent
CITIGROUP INC	505,057.50	5.36
FEDERAL FARM CREDIT BANKS	1,001,053.00	10.63
FEDERAL HOME LOAN BANKS	4,920,850.00	52.24
GENERAL ELECTRIC CO	505,834.50	5.37
UNITED STATES TREASURY	2,486,306.94	26.40
Total	**$9,419,101.94**	**100.00%**

Credit Quality (S&P Ratings)



Portfolio Summary and Statistics

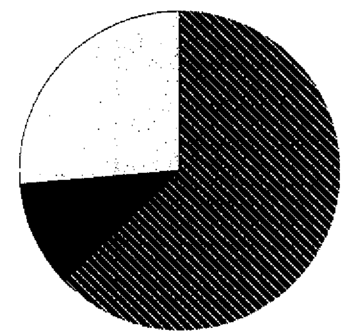
For the Month Ending **November 30, 2009**

TO[illegible]

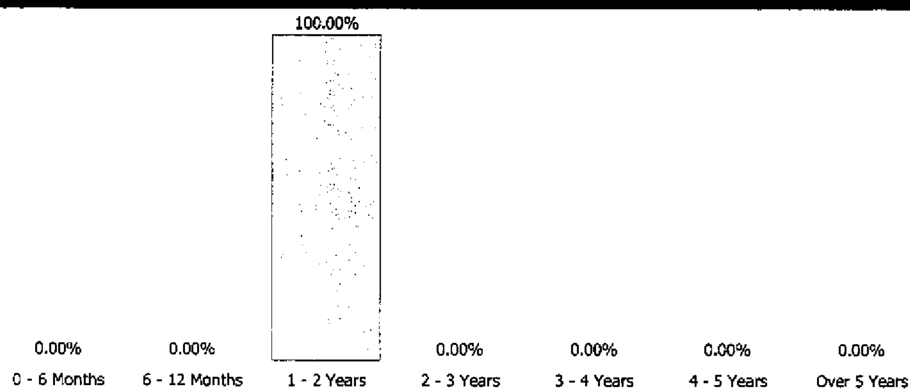
Account Summary

Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	2,470,000.00	2,486,306.94	26.40
U.S. Government Supported Corporate Debt	1,000,000.00	1,010,892.00	10.73
Federal Agency Bond / Note	5,890,000.00	5,921,903.00	62.87
Managed Account Sub-Total	**9,360,000.00**	**9,419,101.94**	**100.00%**
Accrued Interest		16,098.39	
Total Portfolio	**9,360,000.00**	**9,435,200.33**	
Unsettled Trades	**880,000.00**	**894,575.00**	

Sector Allocation



Maturity Distribution



Characteristics

Yield to Maturity at Cost	0.93%
Yield to Maturity at Market	0.72%
Duration to Worst	1.05
Weighted Average Days to Maturity	570

Portfolio Summary and Statistics

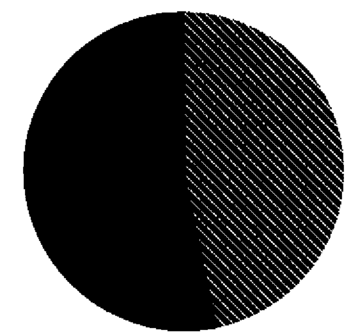
For the Month Ending **November 30, 2009**

TOWN OF PALM BEACH SHORT TERM PORTFOLIO - 68904245

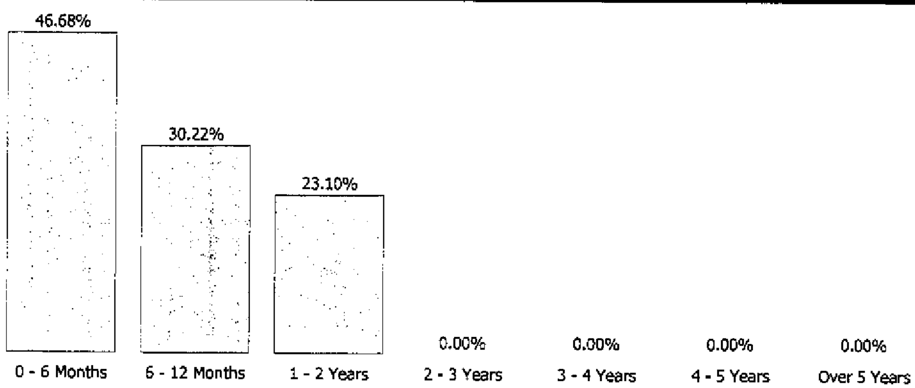
Account Summary

Description	Par Value	Market Value	Percent
Federal Agency Bond / Note	8,215,000.00	8,555,301.56	53.33
Commercial Paper	7,500,000.00	7,488,361.50	46.67
Managed Account Sub-Total	**15,715,000.00**	**16,043,663.06**	**100.00%**
Accrued Interest		74,295.62	
Total Portfolio	**15,715,000.00**	**16,117,958.68**	
Unsettled Trades	**0.00**	**0.00**	

Sector Allocation



Maturity Distribution



Characteristics

Yield to Maturity at Cost	0.41%
Yield to Maturity at Market	0.40%
Duration to Worst	0.72
Weighted Average Days to Maturity	266

Managed Account Issuer Summary

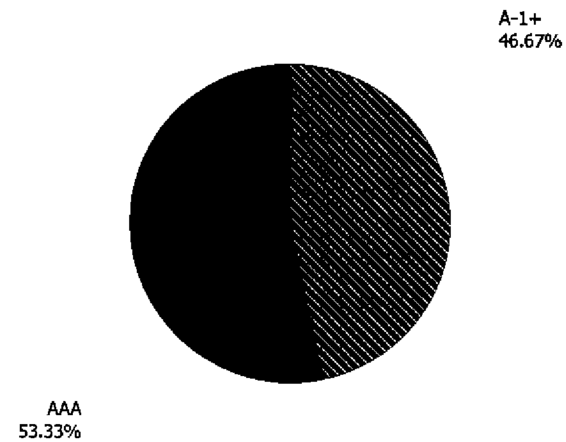
For the Month Ending **November 30, 2009**

[redacted]

Issuer Summary

Issuer	Market Value of Holdings	Percent
BARCLAYS PLC	4,492,948.50	28.00
CREDIT AGRICOLE SA	2,995,413.00	18.67
FANNIE MAE	4,849,007.81	30.23
FEDERAL HOME LOAN BANKS	3,706,293.75	23.10
Total	**$16,043,663.06**	**100.00%**

Credit Quality (S&P Ratings)



PFM Funds

Account Statement - Transaction Summary

For the Month Ending **November 30, 2009**

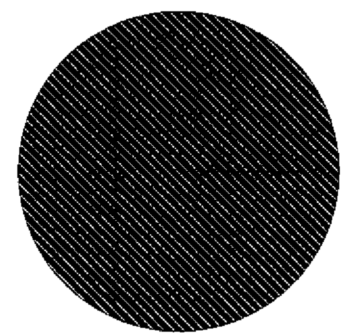
[redacted]

PFM Funds - Prime, Institutional Class	
Opening Market Value	0.00
Purchases	16,273,049.28
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	**$16,273,049.28**
Cash Dividends and Income	2,895.74

Asset Summary

	November 30, 2009	October 31, 2009
PFM Funds - Prime, Institutional Class	16,273,049.28	0.00
Total	**$16,273,049.28**	**$0.00**

Asset Allocation



PFM Funds

Account Statement

For the Month Ending **November 30, 2009**

[redacted]

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
PFM Funds - Prime, Institutional Class					
Opening Balance					**0.00**
11/04/09	11/04/09	Purchase - Wire Purchase	1.00	16,270,153.54	16,270,153.54
11/30/09	12/01/09	Accrual Income Div Reinvestment - Distributions	1.00	2,895.74	16,273,049.28
Closing Balance					**16,273,049.28**

	Month of November	Fiscal YTD January-November
Opening Balance	0.00	0.00
Purchases	16,273,049.28	16,273,049.28
Redemptions (Excl. Checks)	0.00	0.00
Check Disbursements	0.00	0.00
Closing Balance	**16,273,049.28**	**16,273,049.28**
Cash Dividends and Income	2,895.74	2,895.74

Closing Balance	16,273,049.28
Average Monthly Balance	14,643,234.71
Monthly Distribution Yield	0.24%

Florida Municipal Investment Trust

Florida Municipal Investment Trust

Summary of Performance Returns - Net of All Fees and Expenses

Periods Ending November 30, 2009

	Market Values (000s)	*Month*	*Sept. 30, FYTD*	*One Year*	*Three Years*	*Five Years*	*Seven Years*	*Ten Years*
Fixed Income Portfolios								
FMIvT 0-2 Year High Quality Bond Fund [1]	$189,028	0.19 %	0.24 %	N/A	N/A	N/A	N/A	N/A
Merrill 1 Year Treasury Note Index		*0.18 %*	*0.29 %*	*1.42 %*	*3.95 %*	*3.68 %*	*2.98 %*	*3.84 %*
FMIvT High Quality 1-3 Year Bond Fund	$398,203	0.57 %	0.78 %	5.73 %	4.47 %	4.03 %	3.44 %	4.42 %
Merrill 1-3 Yr Government Index		*0.58 %*	*0.80 %*	*3.00 %*	*5.28 %*	*4.37 %*	*3.64 %*	*4.69 %*
FMIvT Intermediate High Quality Bond Fund	$270,628	1.12 %	1.49 %	7.48 %	5.83 %	5.03 %	4.53 %	5.79 %
Barclays Capital High Quality Intermediate Aggregate [2]		*1.24 %*	*1.86 %*	*9.86 %*	*6.42 %*	*5.39 %*	*4.98 %*	*6.17 %*
FMIvT Broad Market High Quality Bond Fund	$144,956	1.28 %	1.61 %	7.15 %	5.70 %	5.23 %	4.65 %	5.78 %
Barclays Capital Aggregate A+		*1.24 %*	*1.73 %*	*9.96 %*	*6.35 %*	*5.47 %*	*5.13 %*	*6.37 %*
FMIvT Expanded High Yield Bond Fund	$42,029	0.79 %	2.29 %	47.58 %	N/A	N/A	N/A	N/A
Barclays Capital High Yield 2% Constrained Index		*0.99 %*	*2.82 %*	*64.56 %*	*5.62 %*	*6.12 %*	*9.80 %*	*6.64 %*
Equity Portfolios								
FMIvT High Quality Growth Portfolio	$26,181	4.72 %	2.53 %	31.92 %	(1.98)%	2.09 %	4.16 %	(0.28)%
Russell 1000 Growth		*6.14 %*	*4.71 %*	*35.50 %*	*(2.76)%*	*1.80 %*	*4.39 %*	*(3.32)%*
FMIvT Diversified Value Portfolio	$26,102	5.46 %	2.61 %	40.60 %	(13.38)%	N/A	N/A	N/A
Russell 1000 Value		*5.64 %*	*2.41 %*	*19.24 %*	*(8.82)%*	*0.05 %*	*4.98 %*	*2.34 %*
FMIvT Russell 1000 Enhanced Index Portfolio [3]	$73,871	5.50 %	3.26 %	23.97 %	(5.89)%	0.84 %	4.37 %	N/A
Russell 1000		*5.89 %*	*3.55 %*	*27.38 %*	*(5.72)%*	*1.02 %*	*4.77 %*	*(0.15)%*
FMIvT Diversified Small Cap Equity Portfolio	$43,178	3.13 %	(1.47)%	32.55 %	0.36 %	4.71 %	8.84 %	N/A
Russell 2000		*3.14 %*	*(3.86)%*	*24.54 %*	*(8.35)%*	*(0.46)%*	*6.58 %*	*3.82 %*
FMIvT International Blend Portfolio	$36,760	3.36 %	1.21 %	33.39 %	(9.40)%	N/A	N/A	N/A
MSCI EAFE		*2.03 %*	*0.76 %*	*38.42 %*	*(5.05)%*	*4.61 %*	*10.00 %*	*2.31 %*

[1] ***Assets from the FMIvT High Quality Government Fund were transitioned on April 1, 2009, to the FMIvT 0-2 Year High Quality Bond Fund.***

[2] ***Index Returns presented represent the Barclays Capital Intermediate Government/Credit (Ex Baa)+ABS+MBS.***

[3] ***Portfolio renamed and manager changed in August 2007.***

Note: Portfolio performance returns are indicative of the performance of each portfolio, but are not necessarily representative of the actual return of a particular participant within the Trust due to issues related to the timing of contributions and withdrawals by individual participants. Beginning July 2008, the net of fee performance includes the impact of securities lending activity, which may increase or decrease the total expenses of the portfolio.

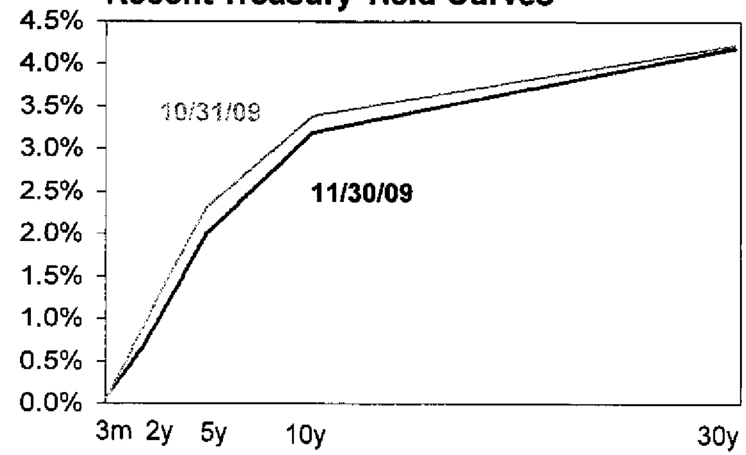
Prepared by: Asset Consulting Group

Atlanta Capital Management Company — November 2009

Florida Municipal Investment Trust

Performance*	November 2009
0-2 Year High Quality Bond Fund	0.21%
Merrill Lynch 1 Year Treasury Note	0.18%
1-3 Year High Quality Bond Fund	0.45%
Merrill Lynch 1-3 Year Government Index	0.58%
Intermediate High Quality Bond Fund	1.02%
Barclays HQ Intermediate Aggregate Index	1.24%

Recent Treasury Yield Curves



Treasury yields declined in November as news of delayed interest payments by Dubai World and fiscal hemorrhaging in Greece reminded investors of the headwinds still facing most economies. The yield on 2-year and 5-year Treasury notes dropped by 23 and 31 basis points respectively. Higher quality securities such as agency and government-guaranteed mortgage-backed securities outperformed during the month, while the credit sector slightly underperformed Treasuries for the first time in eight months.

The FMIvT 0-2 Year Bond Fund modestly outperformed the Merrill Lynch 1-Year Treasury Note in November. The portfolio's yield premium to Treasuries improved performance while the shorter than benchmark duration detracted slightly. The 1-3 Year and Intermediate High Quality Bond Funds lagged their respective benchmarks as the portfolios' defensive duration strategy detracted from relative returns.

* Performance Returns: Asset Consulting Group (ACG) gross of fees

Executive Summary

Town of Palm Beach

Health Insurance Trust

Executive Summary as of November 30, 2009

Preliminary

Assets Market Value	% of Portfolio		1 Mo.	3 Mo.	Fiscal YTD	Calendar YTD	1 YR	2 YRS	3 YRS	5 YRS	Inception Return	Inception Since
13,648,781	**100.0**	**Total Fund**	**2.6**	**4.7**	**1.5**	**15.0**	**13.7**	**-8.7**	**NA**	**NA**	**-6.2**	**Jun-07**
		Target Index	2.8	4.8	2.0	16.0	15.3	-6.4	NA	NA	-4.5	Jun-07
		Actual Index	2.9	4.9	2.2	14.3	13.6	-6.3	NA	NA	-4.5	Jun-07
		65% S&P 500/35% BC Agg	4.4	6.2	3.3	18.6	20.9	-5.3	NA	NA	-4.2	Jun-07
		Consumer Price Index	0.1	0.3	0.2	2.9	1.9	1.5	2.4	2.5	1.5	Jun-07
5,873,627	**43.0**	**Total Equity**	**4.5**	**6.1**	**1.4**	**26.0**	**30.7**	**-14.9**	**NA**	**NA**	**-12.4**	**Jun-07**
3,579,244	**26.2**	**Domestic Equity**	**5.1**	**6.4**	**2.1**	**21.5**	**24.5**	**-15.9**	**NA**	**NA**	**-13.6**	**Jun-07**
		Russell 3000 Index	5.7	7.3	3.0	24.8	27.2	-11.8	-5.9	0.9	-10.8	Jun-07
2,541,034	18.6	Fidelity Spartan Total Market Index Adv Fund	5.6	7.1	2.9	24.9	27.1	-11.7	NA	NA	-10.7	Jun-07
		Wilshire 5000 Index	5.6	7.2	2.9	25.8	28.1	-11.5	-5.5	1.3	-10.5	Jun-07
492,764	3.6	Sound Shore Fund	3.5	5.6	1.4	NA	NA	NA	NA	NA	34.1	Mar-09
		Russell Midcap Value Index	5.0	5.6	0.0	27.5	33.7	-11.9	-7.9	1.7	45.5	Mar-09
545,446	4.0	Brandywine Fund	4.2	3.8	-1.0	3.5	4.8	-23.3	NA	NA	-17.5	Jun-07
		Russell 3000 Growth Index	5.9	8.6	4.0	32.4	35.1	-9.9	-3.1	1.8	-7.3	Jun-07
		Russell Midcap Growth Index	4.7	6.2	0.5	37.8	42.8	-12.3	-5.4	2.1	-10.5	Jun-07
2,294,382	**16.8**	**International Equity**	**3.6**	**5.6**	**0.3**	**32.9**	**40.6**	**-13.5**	**NA**	**NA**	**-10.3**	**Jun-07**
		MSCI EAFE Net Index	2.0	4.6	0.7	29.9	37.7	-15.2	-5.5	4.1	-11.6	Jun-07
1,132,499	8.3	Artio Intl Eq II I Fund	4.1	5.5	0.8	23.0	29.5	-14.4	NA	NA	-10.4	Jun-07
		MSCI AC World xUS Index	2.9	6.8	1.6	38.5	46.4	-13.8	-3.2	6.3	-9.3	Jun-07
1,161,883	8.5	Dodge & Cox Intl Stock Fund	3.1	5.7	-0.2	44.2	53.3	-12.6	NA	NA	-10.3	Jun-07
		MSCI EAFE Net Index	2.0	4.6	0.7	29.9	37.7	-15.2	-5.5	4.1	-11.6	Jun-07
3,184,009	**23.3**	**Total Alternative Strategies**	**1.3**	**3.4**	**1.5**	**15.0**	**13.3**	**-1.8**	**NA**	**NA**	**-0.2**	**Jun-07**
		HFRI Fund-of-Funds Index	2.9	4.6	2.8	12.9	11.2	-5.6	-0.1	3.3	-3.9	Jun-07
1,698,525	12.4	Forester Offshore B, Ltd.	1.5	2.5	1.2	12.8	12.1	-0.3	NA	NA	2.5	Jun-07
		HFRI Fund-of-Funds Strategic Index	2.9	4.9	2.7	14.4	13.8	-7.2	-0.5	3.9	-4.9	Jun-07
1,485,484	10.9	Archstone Market Neutral Strategies Fund, Ltd.	1.0	4.5	2.0	17.7	14.7	-3.4	NA	NA	-3.0	Jun-07
		HFRI Fund-of-Funds Conservative Index	1.5	3.2	1.8	10.5	7.2	-5.8	-1.1	2.1	-4.5	Jun-07

Period Ending Nov-2009

Prime BUCHHOLZ

Executive Summary

Town of Palm Beach

Health Insurance Trust

Executive Summary as of November 30, 2009

Preliminary

Assets Market Value		% of Portfolio		1 Mo.	3 Mo.	Fiscal YTD	Calendar YTD	1 YR	2 YRS	3 YRS	5 YRS	Inception Return	Inception Since
2,691,183		**19.7**	**Total Fixed Income**	**1.1**	**4.0**	**1.4**	**18.9**	**26.6**	**2.7**	**NA**	**NA**	**2.9**	**Jun-07**
			Fixed Income Composite Index	1.2	3.1	1.1	16.0	22.0	4.9	NA	NA	5.6	Jun-07
1,343,555	2	9.8	Income Research Convertibles Account	1.1	3.1	0.4	17.1	23.9	1.8	NA	NA	2.4	Jun-07
			ML Conv. Bond US Inv. Gr. Index	1.1	3.3	0.5	25.0	33.1	3.0	4.6	4.6	3.1	Jun-07
1,347,629	1	9.9	PIMCO Total Ret II Instl Fund	1.1	3.3	1.7	NA	NA	NA	NA	NA	14.9	Jan-09
			BC Aggregate Index	1.3	2.9	1.8	7.6	11.6	6.6	6.4	5.5	7.9	Jan-09
1,840,583		**13.5**	**Total Real Assets**	**1.4**	**3.6**	**2.2**	**-15.8**	**-37.3**	**-22.9**	**NA**	**NA**	**-18.5**	**Jun-07**
			Real Asset Composite Index	0.6	3.5	0.8	-3.4	-20.3	-8.9	NA	NA	-6.3	Jun-07
870,025	3	6.4	Guggenheim PLUS II, L.P.	0.0	0.8	0.0	-24.6	-44.5	-27.2	NA	NA	-22.2	Jun-07
			70% NCREIF Index/ 30% NAREIT Index	NA	NA	NA	NA	NA	NA	NA	NA	NA	Jun-07
			NCREIF Property Index	NA	NA	NA	NA	NA	NA	NA	NA	NA	Jun-07
970,558	1	7.1	Vanguard Inflation-Protected Securities Adm Fund	2.7	6.2	4.2	13.4	NA	NA	NA	NA	12.1	Dec-08
			BC US Treasury Inflation Notes Index	2.8	6.2	4.0	13.9	19.6	5.4	6.6	5.5	12.6	Dec-08
59,378	4	**0.4**	**Total Cash**	**0.0**	**0.0**	**0.0**	**0.2**	**0.2**	**1.2**	**NA**	**NA**	**1.8**	**Jun-07**
59,378	4	0.4	Government Stif 15	0.0	0.0	0.0	0.2	0.2	1.2	NA	NA	1.8	Jun-07
			Citigroup Treasury Bill 3 Months Index	0.0	0.0	0.0	0.2	0.2	1.1	2.4	2.9	1.8	Jun-07

Please Note: -Periods Greater Than One Year Are Annualized

-Actual Index represents actual allocations with index returns

-Target Index: 27.5% Russell 3000/ 17.5% MSCI EAFE Net/ 20% HFRI FOF/ 20% BC Aggregate / 15% Real Asset Composite Index

-Real Asset Composite Index effective 1/1/2009: 80% 70% NCREIF Index/30% NAREIT Index / 20% BC US Treasury Inflation Notes Index

-Fixed Income Composite Index effective 6/30/2007: 50% BC Aggregate Index / 50% ML Conv. Bond US Inv. Gr. Index

[1] Market value estimated using manager reported preliminary performance or NAV

[2] Market value provided by manager due to valuation and accrual discrepancies; Estimated using benchmark return

[3] Valued quarterly; market value as of 9/30/2009

[4] Client specific cash performance not available; Citigroup Treasury Bill 3 Month Index is being reported

Prime BUCHHOLZ

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2010

Section of Agenda
Regular Agenda - Old Business

Agenda Title
Worth Avenue Improvement Project Maintenance Responsibility.

Presenter
Thomas G. Bradford, Deputy Town Manager

Supporting Documents
- Memorandum dated January 6, 2010, from Thomas G. Bradford, Deputy Town Manager

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 2010

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Thomas G. Bradford, Deputy Town Manager

Re: Worth Avenue Improvement Project Maintenance Issues

Date: January 6, 2010

STAFF RECOMMENDATION

Staff recommends that the Town Council proceed with the financing plan for the Worth Avenue Improvement Project based upon the property owners understanding that they will generally be responsible for the maintenance of the enhancements to be provided by the improvement project. In return, the property owners request that the forthcoming construction work be completed in one season to minimize the impact to them and their merchants. When the specifics are known, maintenance responsibility can be memorialized by a Memorandum of Understanding or Letter of Intent for future reference.

GENERAL INFORMATION

At your meeting on December 17 the Town Council indicated that they wished to receive an acknowledgment from the property owners in regard to agreeing to pay for the maintenance of the enhancements to be provided by the project. Subsequently, I met on a number of occasions with various property owners to discuss the same. The property owners I met or discussed this with were those participating members of Worth Avenue Restoration, Inc. which comprise a majority of all properties within the assessment district. We have reviewed in very general terms an outline as to how I feel that maintenance responsibility should be distributed. No objections or concerns were raised with that general outline. For the most part, if it is an enhancement that does not exist today, it will become the responsibility of the property owners to maintain through assessments adopted by the Town even though approximately 75% of the improvements will be constructed on Town owned or controlled land.

The property owners are in agreement that they are in favor of the attractive financing plan the Town has proposed for the Worth Avenue Project. In regard to maintenance of those improvements to be constructed, I have informed the property owners that staff has planned all along to make the assignment of maintenance costs an open and transparent process. We have nothing to hide. Also, I have made it clear that the Town has no intention of shifting to them the maintenance that the Town currently provides for infrastructure such as drainage collection systems, sanitary sewers, asphalt and the like. We intend to share this information with the property owners and merchants in advance of presenting it to the Town Council for final approval. Property owners may disagree with our assignment of maintenance responsibility and associated costs, but they will know what our logic was and can argue against staff's position if they are not successful in persuading us to their point of view. The decisions on assignment of capital and maintenance costs will not be finalized by the Town Council until the assessment is preliminarily reviewed in July 2010 and finally adopted at a public hearing in September.

So as long as the Town will be fair and equitable in the assignment of maintenance responsibilities the majority of property owners agree that it is their responsibility to maintain the enhancements that are developed by the construction project, including those that will be located on land controlled by the Town.

FUNDING/FISCAL IMPACT

There is no direct cost to the Town by virtue of this subject matter. The Town Council will approve the staff proposed distribution of maintenance costs and the budget for maintenance of the enhancements to be borne by the property owners as part of the forthcoming assessment process.

cc: H. Paul Brazil, Director of Public Works
Chuck Langley, Assistant Director of Public Works
Harvey E. Oyer, III, Esq.
Ron Kolins, Esq.

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TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2010

Section of Agenda

Regular Agenda - Old Business

Agenda Title

RESOLUTION NO. 13-10 A Resolution of the Town Council of the Town of Palm Beach, Florida, Authorizing the Issuance of Not Exceeding $77,000,000 Town of Palm Beach, Florida Public Improvement Revenue Bonds in One or More Series for the Purpose of Refunding All or a Portion of the Town's Revenue Bonds, Series 2003B (Capital Improvement Project), Public Improvement Revenue Note, Series 2008 and Public Improvement Revenue Note, Series 2009 and Financing or Refinancing All or a Portion of the Cost of Acquiring, Constructing, Renovating and Equipping Components of its Capital Improvement Plan Relative to Certain Drainage, Sanitary Sewer and Water System Improvements, Street Lighting, Signage and Other Road Improvements, Public Capital Improvements Within the Worth Avenue Commercial District and Capital Improvements to the Par 3 Golf Course; Authorizing and Directing the Town Manager or the Finance Director to "Deem Final" the Preliminary Official Statement Relating to the Bonds for Purposes of Rule 15c2-12 of the Securities and Exchange Commission; Authorizing and Directing the Mayor, Town Council Members, the Town Manager, the Finance Director and Other Proper Officials of the Town to Execute and Deliver Any and All Documents and Instruments and to Do and Cause to Be Done Any and All Acts and Things Necessary or Proper for Carrying out the Transactions Contemplated by this Resolution; and Providing for an Effective Date.

RESOLUTION NO. 14-10 A Resolution of the Town Council of the Town of Palm Beach, Florida, Supplementing Town Resolution No. 13-10 to Authorize the Negotiated Sale of Town of Palm Beach, Florida Public Improvement Revenue and Refunding Bonds, Series 2010A (Capital Improvement Project) and Town of Palm Beach, Florida Public Improvement Revenue Bonds, Series 2010B (Worth Avenue Commercial District Project); Approving the Form of and Authorizing the Distribution of a Preliminary Official Statement in Connection with the Series 2010 Bonds; Authorizing the Execution and Delivery of an Official Statement in Connection with the Offering of the Series 2010 Bonds; Authorizing the Execution and Delivery of a Bond Purchase Agreement; Requiring Compliance Within Certain Statutory Requirements; Authorizing the Purchase of a Bond Insurance Policy And/or Reserve Account Credit Facility If Deemed Cost Effective; Authorizing and Directing the Town Manager and Finance Director to Determine Certain Other Details of Said Series 2010 Bonds Within the Parameters Set Forth Herein; Authorizing the Proper Officials to Do All Other Things Deemed Necessary or Advisable in Connection with the Issuance, Sale and Delivery of Said Series 2010 Bonds; and Providing for an Effective Date.

Presenter

Jane Struder, Director of Finance

Supporting Documents

- Memorandum Dated January 5, 2010, from Jane Struder, Finance Director
- Letter Dated January 4, 2010, from Michael Hole, Bond Advisor
- Resolution No. 13-10
- Resolution No. 14-10
- Preliminary Official Statment
- Bond Purchase Agreement
- Escrow Agreement

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 2010

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Jane Struder, Finance Director

Re: Resolutions for Issuance of Bonds
Resolution No. 13-10
Resolution No. 14-10

Date: January 5, 2010

STAFF RECOMMENDATION

Staff requests that the Town Council approve Resolution No. 13-10 and 14-10 authorizing the issuance of bonds.

GENERAL INFORMATION

A letter is attached from Michael Hole describing the two Resolutions, the details of the bond issue and the timetable for the sale of the bonds.

We have had several inquiries from citizens regarding the purchase of the Town bonds. Mr. Hole describes the process for residents to purchase the bonds in the attached memorandum. Mr. Hole and Mr. Rick Miller will be present at the Town Council meeting to discuss the Resolutions and answer any questions you may have.

TOWN ATTORNEY REVIEW

Resolution No. 13-10 and Resolution No. 14-10 have been prepared by Mr. Richard Miller of Edwards, Angell, Palmer and Dodge, LLC,the Town's bond counsel.

Attachments

Citigroup Global Markets, Inc.
Public Finance Department
11780 US Highway One
Suite 201, North Tower
North Palm Beach, Florida 33401
Phone: (561) 694-7084

January 4, 2010

Jane Struder
Finance Director
Town of Palm Beach, Florida
360 South County Road
Palm Beach, Florida 33480

Dear Jane,

Town Council will be asked to consider two Resolutions related to the upcoming bond issue at its January Town Council meeting. The larger of the two Resolutions is the Bond Resolution that sets forth the general terms and provisions of any series of bonds to be issued under the Resolution and therefore afforded the pledged non-ad valorem revenues as security for the bonds. The Bond Resolution will govern the proposed two series of bonds as well as any future series of revenue bonds issued through and secured by the Bond Resolution.

The smaller Resolution is the Series Resolution that spells out the details of the proposed Series 2010 Bonds and authorizes the marketing sale of the bonds without further Town Council authorization as long as the marketing produces results within certain parameters (not to exceed interest rate of 5%, not to exceed maturity of January 1, 2040, not to exceed size of $77 million.

Two Series of 2010 Bonds

There will be two series of 2010 bonds marketed under one offering document (i.e. prospectus): one for Worth Avenue and one for everything else. They will be issued as Town of Palm Beach, Florida Public Improvement Revenue and Refunding Bonds, Series 2010A (Capital Improvement Project) and Town of Palm Beach, Florida Public Improvement Revenue Bonds, Series 2010B (Worth Avenue Commercial District Project).

The Series 2010A Bonds will finance the CIP Projects, replenish the Recreation Enterprise Fund Reserve from the Par 3 drawdown, refund the remaining outstanding Series 2003 Revenue Bonds and payoff the Town Hall variable rate bank loan as directed by the Town Council at its last meeting.

The Series 2010B Bonds will finance the Worth Avenue Project and be secured by, and debt service paid from, the special assessments levied within the District. As additional security for the Series 2010B Bonds, the Resolutions include the Town's covenant to appropriate from its non-ad valorem revenues amounts sufficient to pay debt service on the Series 2010B Bonds if the assessments collected were ever insufficient to do so.

Adoption of these Resolutions will be the final action required of Town Council as the Mayor or Town Manager will be authorized to execute the sale and closing documents if they are satisfied with the results of the marketing and the results are within the parameters contained in the Series Resolution.

What Happens Next?

Assuming the Town Council adopts the two Resolutions, we will finalize the work with the rating agencies and begin the premarketing campaign that includes mailing the Preliminary Official Statement (i.e. Prospectus) to prospective investors. The premarketing will be followed by the pricing of the bonds, which is the day during which we hold an order period, usually for several hours, during which the actual orders for the bonds are placed. The bond pricing is tentatively scheduled for the end of January of early February, depending on market conditions.

Following the order period when the final interest rates are determined, the Mayor or Town Manager will execute the Bond Purchase Agreement that will essentially lock in the interest rates for the Town and confirm the sale of the bonds. Approximately two weeks later, the closing papers will be prepared and executed, money will be wired to the Town and the bond issue will be closed.

How to Buy Bonds

Town residents may purchase bonds through any Smith Barney branch office. For those that don't already have an account with Smith Barney, we will have a designated contact person and phone number for interested residents to ask questions and keep updated on which day the bonds will be offered so they can be sure to get their orders in.

Orders from Town Residents will be tracked using zip codes and given priority over other retail orders. While we cannot guaranty that all orders will be filled as certain maturities may be more popular than others, we do our best to work with the individual sales professionals to try and move orders to nearby maturities where bonds may be available in an effort to fill as many orders as possible. For those who may want to purchase bonds from a broker other than Smith Barney, those bonds can be purchased through the secondary market after the initial public offering is completed.

As always, I will be available at or prior to the Town Council meeting if any members of the Council or Town Residents have any questions.

Sincerely,

Michael Hole
Managing Director
(561) 694-7084
michael.g.hole@citi.com

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Any prices or levels contained herein are preliminary and indicative only and do not represent bids or offers. These indications are provided solely for your information and consideration, are subject to change at any time without notice and are not intended as a solicitation with respect to the purchase or sale of any instrument. The information contained in this presentation may include results of analyses from a quantitative model which represent potential future events that may or may not be realized, and is not a complete analysis of every material fact representing any product. Any estimates included herein constitute our judgment as of the date hereof and are subject to change without any notice. We and/or our affiliates may make a market in these instruments for our customers and for our own account. Accordingly, we may have a position in any such instrument at any time.

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• The extension of commercial loans or other products or services to you by Citibank, N.A. ("Citibank") or any of its subsidiaries will not be conditioned on your taking other products or services offered by Citibank or any of its subsidiaries or affiliates, unless such a condition is permitted under an exception to the Anti-tying Rules.

• We will not vary the price or other terms of any product or service offered by Citibank or its subsidiaries on the condition that you purchase another product or service from Citibank or any Citi affiliate, unless we are authorized to do so under an exception to the Anti-tying Rules.

• We will not require you to provide property or services to Citibank or any affiliate of Citibank as a condition to the extension of a commercial loan to you by Citibank or any of its subsidiaries, unless such a requirement is reasonably required to protect the safety and soundness of the loan.

• We will not require you to refrain from doing business with a competitor of Citi or any of its affiliates as a condition to receiving a commercial loan from Citibank or any of its subsidiaries, unless the requirement is reasonably designed to ensure the soundness of the loan.

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RESOLUTION NO. 13-10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $77,000,000 TOWN OF PALM BEACH, FLORIDA PUBLIC IMPROVEMENT REVENUE BONDS IN ONE OR MORE SERIES FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF THE TOWN'S REVENUE BONDS, SERIES 2003B (CAPITAL IMPROVEMENT PROJECT), PUBLIC IMPROVEMENT REVENUE NOTE, SERIES 2008 AND PUBLIC IMPROVEMENT REVENUE NOTE, SERIES 2009 AND FINANCING OR REFINANCING ALL OR A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, RENOVATING AND EQUIPPING COMPONENTS OF ITS CAPITAL IMPROVEMENT PLAN RELATIVE TO CERTAIN DRAINAGE, SANITARY SEWER AND WATER SYSTEM IMPROVEMENTS, STREET LIGHTING, SIGNAGE AND OTHER ROAD IMPROVEMENTS, PUBLIC CAPITAL IMPROVEMENTS WITHIN THE WORTH AVENUE COMMERCIAL DISTRICT AND CAPITAL IMPROVEMENTS TO THE PAR 3 GOLF COURSE; AUTHORIZING AND DIRECTING THE TOWN MANAGER OR THE FINANCE DIRECTOR TO "DEEM FINAL" THE PRELIMINARY OFFICIAL STATEMENT RELATING TO THE BONDS FOR PURPOSES OF RULE 15c2-12 OF THE SECURITIES AND EXCHANGE COMMISSION; AUTHORIZING AND DIRECTING THE MAYOR, TOWN COUNCIL MEMBERS, THE TOWN MANAGER, THE FINANCE DIRECTOR AND OTHER PROPER OFFICIALS OF THE TOWN TO EXECUTE AND DELIVER ANY AND ALL DOCUMENTS AND INSTRUMENTS AND TO DO AND CAUSE TO BE DONE ANY AND ALL ACTS AND THINGS NECESSARY OR PROPER FOR CARRYING OUT THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Constitution, applicable laws of the State of Florida and the Town Charter authorize and empower the Town of Palm Beach, Florida (the "Town") to adopt this Resolution; and

WHEREAS, pursuant to Resolution Nos. 12-03 and 13-03 (collectively, the "2003 Bond Resolution") adopted by the Town Council on March 25, 2003 the Town issued its $6,130,000 Revenue Bonds, Series 2003B (Capital Improvement Project) (the "Series 2003B Bonds") to finance all or a portion of the cost of the acquisition, construction and equipping of a Fire-Rescue facility with an emergency operations center, the renovation of the Town Hall facilities, including security upgrades and drainage improvements; and

WHEREAS, pursuant to Resolution No. 44-08 adopted by the Town Council on June 10, 2008 the Town issued its Public Improvement Revenue Note, Series 2008 (the "Series 2008 Note") to finance all or a portion of the cost of the acquisition, construction, renovation and equipping of the Town Hall and other public facilities of the Town; and

WHEREAS, pursuant to Resolution No. 51-09 adopted by the Town Council on May 12, 2009 the Town issued its Public Improvement Revenue Note, Series 2009 (the "Series 2009 Note") to finance all or a portion of the cost of the acquisition, construction and equipping of certain improvements to the Worth Avenue Commercial District, including, but not limited to, landscaping, lighting, signage, irrigation, other beautification improvements, signalization, utility, roadway and pedestrian access improvements; and

WHEREAS, pursuant to Resolution No. 18-09 adopted by the Town Council on February 10, 2009 the Town declared its official intent to reimburse itself for certain capital expenditures made or to be made with respect to restoration, renovation and improvements to Town of Palm Beach Par 3 Golf Course from the proceeds of not to exceed $2,000,000 principal amount of revenue bonds; and

WHEREAS, pursuant to Resolution No. 32-09 adopted by the Town Council on March 10, 2009 the Town declared its official intent to reimburse itself for certain capital improvements and related services within the Worth Avenue Commercial District from the proceeds of not to exceed $27,000,000 principal amount of revenue bonds or special assessment bonds; and

WHEREAS, pursuant to Resolution No. 130-09 adopted by the Town Council on December 17, 2009 the Town declared its official intent to reimburse itself for certain capital drainage, sanitary sewer and water system improvements, street lighting, signage and other road improvements and public capital improvements within the Worth Avenue Commercial District from the proceeds of not to exceed $82,000,000 principal amount of revenue bonds; and

WHEREAS, recent record low market interest rates make it advisable for the Town to refund all or a portion of the Series 2003B Bonds, Series 2008 Note and Series 2009 Note (collectively, the "Refunded Bonds"); and

WHEREAS, the Council believes it to be in the best interests of the Town to issue it revenue bonds to finance the acquisition, construction, renovation and equipping of the Town's Capital Improvement Plan relative to certain drainage, sanitary sewer and water system improvements, street lighting, signage and other road improvements, public capital improvements within the Worth Avenue Commercial District, and capital improvements to the Town's Par 3 Golf Course (collectively, the "Project").

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

ARTICLE I

STATUTORY AUTHORITY; FINDINGS AND DEFINITIONS

SECTION 1.1. Authority For This Resolution. That this Resolution is adopted pursuant to the provisions of the Charter of the Town of Palm Beach, Florida, as amended and supplemented, the Florida Constitution and Chapter 166, Florida Statutes, as amended and supplemented, and other applicable provisions of law.

SECTION 1.2. Findings. That the findings of the Town Council set forth in the foregoing recitals are hereby adopted.

SECTION 1.3. Definitions. That as used herein the following terms shall have the following meanings unless the context otherwise clearly requires:

(a) "Act" shall mean the Florida Constitution, Chapter 166 of the Florida Statutes, as amended and supplemented, the Ordinance and the Charter of the Town of Palm Beach, Florida, as amended and supplemented, and other applicable provisions of law.

(b) "Beneficial Owner" shall mean, during any period the Bonds are registered under the Book-Entry System, any purchaser of a Bond and others who acquire a beneficial ownership interest in a Bond held by the Securities Depository. In determining the Beneficial Owner of any Bond, the Town, the Paying Agent, and the Registrar, may rely exclusively upon written representations made, and information given to the Town, the Paying Agent, and the Registrar by the Securities Depository or its Participants with respect to any Bond held by the Securities Depository in which a beneficial ownership interest is claimed. With respect to Replacement Bonds, the Town, the Paying Agent, and the Registrar shall consider the owner of any such Replacement Bond as registered on the registration books of the Town maintained by the Registrar to be the Beneficial Owner thereof.

(c) "Book-Entry System" shall mean the system under which the Town may issue its Bonds and maintain the registration for such Bonds in book-entry only form.

(d) "Bond Counsel" shall mean Edwards Angell Palmer & Dodge LLP or any other firm of nationally recognized bond counsel selected by the Town.

(e) "Bondholder" or "Owner" or "Holder" or any similar term shall mean any person who shall be the registered owner of any Bond or Bonds, as the case may be, outstanding under this Resolution.

(f) "Bond Insurance Policy" shall mean an insurance policy, if any, issued for the benefit of the holders of any Bonds, pursuant to which the Bond Insurer shall be obligated to pay when due the principal of and interest on such Bonds to the extent of any deficiency in the amounts in the funds and accounts created under this Resolution, in the manner and in accordance with the terms provided in such Bond Insurance Policy.

(g) "Bond Insurer" shall mean the issuer of a Bond Insurance Policy, if any, or any successor thereto.

(h) "Bonds" shall mean, collectively, the Series 2010 Bonds authorized by this Resolution and any additional parity Bonds hereafter issued.

(i) "Council" or "Town Council" or shall mean the duly constituted governing body of the Town.

(j) "Code" shall mean the Internal Revenue Code of 1986, as amended, and all subsequent tax legislation duly enacted by the Congress of the United States to the extent applicable to any Series of Bonds issued pursuant to this Resolution. Each reference to a section of the Code herein shall be deemed to include, if applicable, final, temporary or proposed regulations, revenue rulings and procedures issued or amended with respect thereto, and any final, temporary or proposed regulations and revenue rulings and procedures, as promulgated under the Internal Revenue Code of 1954, as amended, by the Treasury Department or Internal Revenue Service of the United States.

(k) "Cost" or "Cost of the Project" with respect to the Project, shall mean the Town's costs properly attributable to the acquisition, construction, renovation and equipping of the Project, including reimbursement to the Town for prior expenditures made with respect to the Project, but not limited to, the cost of improvement by or for the Town of real or personal property or other interest therein, including but not limited to, easements and rights-of-way, costs of physical construction, the cost of any indemnity and surety bonds and premiums on allowed insurance during construction for on site and off site improvements, interest on the Bonds prior to, during and for not exceeding one year after the completion of the Project, environmental mitigation costs, engineering, architectural and project management expenses, legal fees and expenses, costs of audits, fees and expenses of the fiduciaries and financial consultants and costs of financing, administrative and general overhead, including the costs of any credit facility for the Bonds, the costs of issuing the Bonds (including costs described in Section 3.8 hereof), the costs of keeping accounts and making reports required by this Resolution prior to completion of such Project, amounts, if any, required by this Resolution to be paid into any Fund or Account established under this Resolution upon the issuance of any Series of Bonds, payments when due (whether at the maturity of principal or the due date of interest or upon redemption) on any indebtedness of the Town (other than the Bonds) incurred for such Project, costs of machinery, equipment and supplies, and such other expenses as may be necessary for, or incidental to, the completion of the Project or incurred by the Town in connection with the issuance of the Bonds.

(l) "Credit Facility" or "Credit Facilities" shall mean, either individually or collectively, as appropriate, any Bond Insurance Policy, surety bond, letter of credit, line of credit, guaranty, or such other instrument or instruments that would enhance the credit of the Bonds. The term Credit Facility shall not mean a Reserve Account Credit Facility.

(m) "Credit Facility Issuer" shall mean the provider of a Credit Facility.

(n) "Debt Service Reserve Requirement" shall mean an amount required to be on deposit in a Debt Service Reserve Account, if any is created and established with respect to one or more Series of Bonds, which amount shall equal the lesser of (i) one hundred twenty-five percent (125%) of the average annual amount of debt service on all Series of Bonds Outstanding for the then current fiscal year or any future fiscal year, (ii) ten percent (10%) of the respective proceeds (as such term is defined under the Code for such purpose) of each Series of Bonds, or (iii) the maximum annual aggregate debt service on all Series of Bonds outstanding for the then current fiscal year or any future fiscal year. All or a portion of such Debt Service Reserve Requirement may be satisfied by obtaining a Reserve Account Credit Facility with the requisite coverage; provided that, if a supplemental resolution authorizing the issuance of a Series of Bonds provides for or permits the establishment of a separate Debt Service Reserve sub-account to secure only such Series of Bonds (with such Series of Bonds having no claim on the other moneys, if any, deposited to the credit of the Debt Service Reserve Account, if established), the Debt Service Reserve Requirement for such Series of Bonds shall be calculated as set forth in or pursuant to the related supplemental resolution, and (x) in such event or (y) in the event that a supplemental resolution relating to a Series of Bonds, including the Series 2010 Bonds, provides or permits that such Series of Bonds shall not be secured by a Debt Service Reserve Account (or sub-account therein) each such Series of Bonds shall not be deemed outstanding for purposes of calculating the Debt Service Reserve Requirement under this Resolution

(o) "Defeasance Obligations" shall mean, to the extent permitted by law and (other than with respect to the obligations described in clause (i) below) acceptable to the Credit Facility Issuer if the principal of and interest on the defeased Bonds is secured by a Credit Facility and such Credit Facility Issuer is not in default under such Credit Facility or, if not so secured by a Credit Facility, acceptable to the Rating Agency or Agencies then rating the defeased Bonds:

(i) U. S. Obligations (direct obligations of, or obligations on which the timely payment of principal and interest are unconditionally guaranteed by the United States of America) which are not callable prior to maturity except by the holder thereof;

(ii) any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (A) which are not callable prior to maturity or as to which irrevocable instructions have been given to the trustee of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (B) which are secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or obligations of the character described in clause (i) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the redemption date or dates specified in the irrevocable instructions referred to in subclause (A) of this clause (ii), as appropriate, and (C) as to which the principal of and interest on the bonds and obligations of the character described in clause (i) hereof which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (ii) on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (A) of this clause (ii), as appropriate; and

(iii) evidences of ownership of proportionate interests in future interest and principal payments on obligations described in (i) held by a bank or trust company as custodian.

(p) "Direct Payments" means any direct payments, grants or other subsidies received from the federal government or the State of Florida relative to debt service on any Series of Bonds.

(q) "Escrow Agent" shall mean any bank or trust company and successor bank or trust company appointed by the Town to serve as escrow agent under the escrow deposit agreement to be entered into in connection with the refunding of the Refunded Bonds.

(r) "Government Obligations" shall mean the direct obligations of, or obligations on which the timely payment of principal and interest are unconditionally guaranteed by the United States of America.

(s) "Investment Obligations" shall mean any of the following obligations or securities, to the extent permitted by law:

(i) United States Treasury notes, bonds, bills, or certificates of indebtedness, the timely payment of principal of and interest on which is fully and unconditionally guaranteed by the full faith and credit of the United States of America.

(ii) Obligations issued by the Federal Home Loan Bank, direct obligations and fully guaranteed certificates of beneficial interest of the Export-Import Bank of the United States; debentures of the Federal Housing Administration; guaranteed mortgage-backed bonds and guaranteed pass-through obligations of the Government National Mortgage Corporation; guaranteed Title XI financing of the U. S. Maritime Administration; mortgage-backed securities and senior debt obligations of the Federal National Mortgage Association; and participation certificates and senior debt obligations of the Federal Home Loan Mortgage Corporation.

(iii) Any bonds, notes or other evidences of indebtedness issued by any State, city, county, public district or authority or any other entity, interest on which is exempt from Federal income tax under Section 103(a) of the Code, provided that such bonds, notes or evidences of indebtedness shall be rated "Aa3" or better by Moody's and "AA-" or better by S&P.

(iv) Any repurchase agreement that is with a bank or trust company or financial institution that has a short-term rating not lower than the second highest generic rating category and a long-term rating not lower than the second highest generic rating category by either Moody's or S&P and combined capital, surplus and undivided profits not less than $100,000,000 or with government dealers (any such government dealer must be a member of Securities Investor Protection Corporation), for Government Obligations having on the date of the repurchase agreement and on the first day of every month thereafter a fair market value equal to at least 103% of the amount of the repurchase obligation of the bank or trust company or financial institution or governmental dealer; provided, however, that (A) the repurchase obligation of the bank or trust company or financial institution or government dealer is collateralized by such Government Obligations themselves, (B) such Government Obligations purchased must be transferred to the depository or a third party agent by physical delivery or by an entry made on the records of the issuer of such Government Obligations and such Depository or third party agent and segregated from securities owned generally by the bank or trust company or financial institution or government dealer, (C) a perfected security interest under the Uniform Commercial Code of the state in which the securities are located or book entry procedures presented at 31 C.F.R. Section 306.1 et seq. or 31 C.F.R. Section 350.0 et seq. in such investments is created for the benefit of the owners of the Bonds, and (D) if the repurchase agreement is with the bank serving as Paying Agent or any related party, the third party holding such investments holds them as agent for the benefit of the owners of the Bonds rather than as agent for the bank serving as Paying Agent or any other party and the investments be evaluated no less frequently than weekly to determine if their fair market value equals or exceeds the required 103% level, and if upon such valuation the fair market value is found to be deficient, then the bank shall have no more than five (5) Business Days to pledge additional Government Obligations authorized hereunder for such repurchase agreement so as to satisfy such requirement or the third party holding the investments must be required to liquidate the collateral and disburse the proceeds to the Town; provided further, that (A) any such repurchase agreement shall be held free and clear of any lien by the Paying Agent, (B) the repurchase agreement shall have a term of thirty days or less or the Depository will value the collateral securities no less frequently than monthly and will liquidate the collateral securities if any deficiency in the required collateral percentage is not restored within two business days of such valuation, and (C) the repurchase agreement matures at least ten days (or other appropriate liquidation period) prior to a debt service payment date.

(v) Investment agreements with a banking institution or insurance company which has an unsecured, uninsured and unguaranteed obligation (or claims-paying ability) rated by at least two (2) nationally recognized rating services in any one (1) of the two (2) highest classifications approved by the Comptroller of the Currency for the investment of funds of national banks, provided that (A) interest is paid at least semiannually at a fixed rate during the entire term of the agreement, consistent with bond payment dates, (B) moneys invested thereunder may be withdrawn without any penalty, premium, or charge upon not more than two day's notice (provided such notice may be amended or canceled at any time prior to the withdrawal date), (C) the agreement is not subordinated to any other obligations of such insurance company or bank or holding company, (D) the same guaranteed interest rate will be paid on any future deposits made under the agreement, and (E) the Town receives an opinion of counsel that such agreement is an enforceable obligation of such insurance company or bank or holding company.

(vi) Units of participation in the Local Government Surplus Funds Trust Fund established pursuant to Part IV, Chapter 218, Florida Statutes, or any similar common trust fund which is established pursuant to State law as legal depository of public moneys.

(vii) Any other investment authorized under the laws of the State of Florida and approved by the Credit Facility Issuer, if any.

(t) "Maximum Debt Service" shall mean, at any time, the maximum amount required in the then current or any future fiscal year to pay (i) all Non-Self Supporting Debt, and (ii) the proposed indebtedness of the Town (A) which will be payable from Non-Ad Valorem Revenues, or (B) for which the Non-Ad Valorem Revenues will be pledged. In calculating Maximum Debt Service, interest payments on any Bonds which are eligible to receive Direct Payments shall be calculated net of expected receipt of such Direct Payments. In the event any Bonds are additionally secured by non-ad valorem special assessments, for purposes of calculating Maximum Debt Service, debt service payments shall be calculated net of the amount of such non-ad valorem special assessments collected during the prior fiscal year provided that at least 90% of the non-ad valorem special assessments imposed in the prior fiscal year are collected. In the case of Bonds bearing interest at a variable rate ("Variable Rate Bonds"), interest on such Variable Rate Bonds shall be assumed to be the greater of (A) one hundred ten percent (110%) of the average interest rate on such Variable Rate Bonds during the twenty-four months ending with the month preceding the date of calculation or such shorter period that such Variable Rate Bonds shall have been Outstanding, and (B) the actual rate of interest on such Variable Rate Bonds on the date of calculation; provided that if a series of Variable Rate Bonds had not been Outstanding prior to the date of calculation, the amount set forth in clause (A) above shall be calculated as though said Variable Rate Bonds had been Outstanding for the twenty-four month period by using (i) one hundred ten percent (110%) of the average of the Securities Industry and Financial Markets Association (SIFMA) Municipal Swap Index for the twenty-four months ending with the month preceding the date of calculation, and (ii) if the Variable Rate Bonds are bonds the interest of which is includible in the gross income of the holders thereof for federal income tax purposes, the 1-month LIBOR interest rate.

(u) "Moody's" shall mean Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Town by notice to the Registrar and the Paying Agent.

(v) “Non-Ad Valorem Revenues” shall mean legally available revenues of the Town derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the Town of debt service on the Bonds, after the payment of the principal of and interest on any other obligations of the Town hereafter issued which have a prior pledge on any source of the Non-Ad Valorem Revenues, and Project Grant Moneys; provided, however, that for the purposes of the coverage and additional bonds tests set forth in Section 3.10B of this Resolution, “Non-Ad Valorem Revenues” shall mean all legally available revenues of the Town derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the Town of Non-Self-Supporting Debt, excluding Project Grant Moneys, non-ad valorem special assessments which are exclusively pledged to the payment of Special Assessment Obligations and Direct Payments. The foregoing notwithstanding in the event any Bonds are additionally secured by non-ad valorem special assessments and if debt service on such Bonds is not permitted to be directly offset pursuant to Section 3.10B hereof by the amount of non-ad valorem special assessments collected during the prior fiscal year, the Town may treat such non-ad valorem special assessments as “Non-Ad Valorem Revenues” for purposes of the coverage and additional bonds tests set forth in Section 3.10B of this Resolution.

(w) “Non-Self-Supporting Debt” shall mean debt service on debt obligations of the Town other than debt obligations relating to an enterprise fund or general obligation bonds of the Town or Special Assessment Obligations. In the event any Bonds are additionally secured by non-ad valorem special assessments, debt service shall be calculated net of the amount of non-ad valorem special assessments collected during the prior fiscal year provided that at least 90% of the non-ad valorem special assessments imposed in the prior fiscal year are collected. Additionally, interest payments on Non-Self Supporting Debt shall be calculated net of expected receipt of Direct Payments.

(x) “Ordinance” shall mean Ordinance No. 12-07 enacted by the Town Council on July 10, 2007, as supplemented.

(y) “Outstanding” shall mean, when used with respect to the Bonds, all Bonds previously delivered except:

(i) Bonds paid or redeemed or delivered to or acquired by the Town for cancellation; and

(ii) Bonds which under Article V of this Resolution or under the terms of the supplemental resolution relating to such Bonds are no longer deemed to be Outstanding (such as Bonds that have been defeased).

(z) "Participants" shall mean brokers, dealers, banks and other financial institutions and other persons for whom, from time to time, the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository.

(aa) "Paying Agent" shall mean any bank or trust company and any successor bank or trust company appointed by the Town to act as Paying Agent hereunder.

(bb) "Pledged Revenues" shall mean (i) Town Moneys, (ii) any proceeds of Bonds originally deposited with the Town and all moneys deposited and held from time to time by the Town in the funds and accounts established under this Resolution in each case until applied in accordance with this Resolution, (iii) investment income received by the Town in the funds and accounts established under this Resolution, and (iv) any other moneys received by the Paying Agent in connection with repayment of the Bonds. In the case of the Series 2010B Bonds, Pledged Revenues shall additionally include non-ad valorem special assessments pledged to such Bonds imposed or to be imposed by the Town pursuant to the Ordinance relative to that portion of the Project within the Worth Avenue Commercial District.

(cc) "Project" shall mean the acquisition, construction, renovation and equipping of the Town's Capital Improvement Plan relative to certain drainage, sanitary sewer and water system improvements, street lighting, signage and other road improvements, public capital improvements within the Worth Avenue Commercial District, and capital improvements to the Town's Par 3 Golf Course, including reimbursement to the Town for prior expenditures made with respect to the Project; provided, however, that any change in the Project shall be subject to the requirements of Section 3.10C hereof.

(dd) "Project Grant Moneys" shall include any Federal, State, County or other grant moneys relating to the Project that are legally available to pay principal and/or interest on the Bonds, but shall not include Direct Payments.

(ee) "Refunded Bonds" shall mean the Series 2003B Bonds, the Series 2008 Note and the Series 2009 Note.

(ff) "Registrar" shall mean any bank or trust company and any successor bank or trust company appointed by the Town to act as Registrar hereunder.

(gg) "Replacement Bonds" shall mean certificated Bonds, authenticated and delivered pursuant to the terms and provisions of this Resolution, when the Town or the Securities Depository discontinues the Book-Entry System.

(hh) "Reserve Account Credit Facility" shall mean the insurance policy, surety bond or other evidence of insurance acceptable to the Town and the Credit Facility Issuer, if any, or letter of credit, acceptable to the Town and the Credit Facility Issuer, if any, deposited in the Debt Service Reserve Account (to the extent established in connection with a Series of Bonds) in lieu of or in partial substitution for cash or securities on deposit therein as provided in Section 3.7 thereof.

(ii) "Reserve Account Credit Facility Issuer" shall mean the issuer of any Reserve Account Credit Facility delivered to the Paying Agent in accordance with the terms of this Resolution.

(jj) "Resolution" shall mean this Resolution as the same may from time to time be amended and supplemented in accordance with the terms hereof.

(kk) "S&P" shall mean Standard & Poor's, a division of The McGraw-Hill Companies, its successors and their assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Town notice to the Registrar and the Paying Agent.

(ll) "Securities Depository" shall mean, with respect to any Series of Bonds to be issued in book-entry form, The Depository Trust Company and its successors and assigns, or a successor clearing agency designated pursuant to the terms and provisions of this Resolution and its successors and assigns.

(mm) "Series" shall mean all of the Bonds authenticated, issued and delivered at one time under and pursuant to the terms of this Resolution or any supplemental resolution authorizing such Bonds as a separate Series of Bonds, or any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to the terms and provisions of this Resolution, regardless of variations in maturity, interest rate or other provisions.

(nn) "Series 2008 Note" shall mean the Town's Public Improvement Revenue Note, Series 2008.

(oo) "Series 2009 Note" shall mean the Town's Public Improvement Revenue Note, Series 2009.

(pp) "Series 2010 Bonds" shall mean collectively, the Series 2010A Bonds and the Series 2010B Bonds and any other Bonds that are issued simultaneously with such Bonds.

(qq) "Series 2010A Bonds" shall mean the Town's Public Improvement Revenue and Refunding Bonds, Series 2010A (Capital Improvement Program) authorized by this Resolution.

(rr) "Series 2010B Bonds" shall mean the Town's Public Improvement Revenue Bonds, Series 2010B (Worth Avenue Commercial District Project) authorized by this Resolution.

(ss) "Series 2003B Bonds" shall mean the Town's Revenue Bonds, Series 2003B (Capital Improvement Project).

(tt) "Special Assessment Obligations" shall mean indebtedness payable solely from and secured by non-ad valorem special assessments, but shall not include any indebtedness that is secured in whole or in part by the Town's covenant to budget and appropriate from Non-Ad Valorem Revenues.

(uu) "Town" shall mean the Town of Palm Beach, Florida, a municipal corporation in the County of Palm Beach, State of Florida, and its successors and assigns.

(vv) "Town Moneys" shall mean the moneys budgeted and appropriated by the Town, and deposited into the Sinking Fund established hereunder, from Non-Ad Valorem Revenues pursuant to the Town's covenant to budget and appropriate Non-Ad Valorem Revenues contained in Section 3.2 of this Resolution.

Words importing singular number shall include the plural number and vice versa, as the case may be, and words importing persons shall include firms and corporations.

SECTION 1.4. Resolution Constitutes Contract. In consideration of the acceptance of the Bonds authorized to be issued hereunder by those who shall own the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Town and the Holder and the covenants and agreements herein and therein set forth to be performed by said Town shall be for the benefit, protection and security of the Holder.

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

SECTION 2.1. Authorization of Bonds. Subject and pursuant to the provisions of this Resolution, bonds of the Town to be known as "Town of Palm Beach, Florida Public Improvement Revenue Bonds" or "Town of Palm Beach, Florida Public Improvement Revenue and Refunding Bonds," as the case may be, are hereby authorized to be issued as provided in this Resolution, which Bonds may be issued all at one time or from time to time in one or more series for the purpose of paying a portion of the Costs of the Project or refunding all or a portion of the Refunded Bonds. Each Series of Bonds shall be designated as, and shall be distinguishable from the Bonds of all other Series by such means, as the Town deems appropriate.

The Town's Public Improvement Revenue and Refunding Bonds, Series 2010A (Capital Improvement Program), which are to be issued to refund the Series 2003B Bonds and the Series 2008 Note and finance a portion of the cost of the Project, are hereby authorized to be issued in the principal amount of not exceeding $61,000,000.

The Town's Public Improvement Revenue Bonds, Series 2010B (Worth Avenue Commercial District Project), which are to be issued to currently refund the Series 2009 Note and finance that portion of the Project relating to the Worth Avenue Commercial District, are hereby authorized to be issued in the principal amount of not exceeding $16,000,000.

The Bonds shall be issued in fully registered form without coupons.

SECTION 2.2. Manner of Payment of Bonds. (a) Principal of and redemption premium, if any, on the Bonds shall be payable to the owners of the Bonds upon presentation and surrender of the Bonds as they become due at the designated principal corporate trust office of the Paying Agent. Except as otherwise set forth below, interest on the Bonds shall be payable (i) by check drawn upon the Paying Agent and mailed on the interest payment date to the owners of the Bonds as of the close of business on the fifteenth business day ("Record Date") next preceding each interest payment date at the registered addresses of such owners as they shall appear on the registration books as of such Record Date, notwithstanding the cancellation of any Bond upon any exchange or transfer thereof subsequent to the Record Date and prior to such interest payment date, (ii) upon the request of a registered Bondholder of at least $1,000,000 in principal amount of Bonds, all payment of interest on its Bonds shall be paid by wire transfer in immediately available funds to an account designated by such registered Bondholder and on file with the Paying Agent as of the applicable Record Date, and (iii) in the case of interest payable upon redemption or at final maturity, upon presentation of the Bonds at the designated principal corporate trust office of the Paying Agent.

(b) If and to the extent that there shall be a default in the payment of the interest due on an interest payment date, such defaulted interest shall be paid to the Owners in whose name the Bonds (or any Bond or Bonds issued upon transfer or exchange thereof) are registered at the close of business on the fifteenth business day next preceding the date of payment of such defaulted interest established by notice mailed by the Registrar to the registered owners not less than the tenth day preceding such interest payment date. All payments of principal, redemption premium, and interest shall be made in such coin or currency of the United States of America as, at the respective times of payment, shall be legal tender for the payment of public and private debts.

(c) The foregoing notwithstanding, any Series of the Bonds may be registered under the Book-Entry System, as shall be determined by subsequent proceedings of the Town Council; and, in such case, the payment of principal of, redemption premium, if any, and interest on the Bonds shall be payable in the manner required by the Securities Depository and mutually agreeable to the Town and Paying Agent.

SECTION 2.3. Notice of Redemption. (a) In the event any of the Bonds are called for redemption, the Paying Agent shall give notice, in the name of the Town, of the redemption of such Bonds, which notice shall (i) specify the Bonds, including series designation, to be redeemed, the CUSIP numbers, certificate numbers, the date of issue, interest rate, maturity date of the Bonds redeemed, the redemption date, the date of notice, the redemption price and the place or places where amounts due upon such redemption will be payable (which shall be the designated principal corporate trust office of the Paying Agent or of its agent, including the name and telephone number of a representative of such Paying Agent) and, if less than all of the Bonds are to be redeemed, the numbers of the Bonds, and the portions of Bonds, so to be redeemed, and (ii) state that on the redemption date, the Bonds to be redeemed shall cease to bear interest.

Notice of redemption shall be given by the Paying Agent in the name of the Town by mailing a copy of an official redemption notice to the owners of the Bonds not less than 30 days nor more than 60 days prior to the date fixed for redemption to (i) the respective owners of the Bonds designated for redemption by first class mail at their addresses appearing on the bond registration books of the Town maintained by the Registrar, (ii) the Securities Depository, (iii) at least two nationally recognized information services and (iv) to the registered Bondholders of $1,000,000 or more in aggregate principal amount (accreted values at maturity for zero coupon bonds) of Bonds; provided, however, that such notice with respect to those Bondholders described in (ii), (iii) and (iv), shall be given by certified mail, return receipt requested.

A second notice of redemption shall be given within 60 days after the redemption date in the manner required above to the registered Bondholders of redeemed Bonds which have not been presented for payment within 30 days after the redemption date. However, failure to give such notice shall not affect the validity of the redemption of the Bonds.

If any of the Bonds are redeemed pursuant to an advance refunding, notice of such advance refunding and redemption shall be given in the same manner as above provided.

Anything contained in this Resolution to the contrary notwithstanding, failure to mail any such notice (or any defect therein) to one or more Bondholders shall not affect the validity of any proceedings for such redemption with respect to Bondholders to which notice was duly mailed hereunder.

(b) Any Bonds, which have been duly selected for redemption, as well as any Bonds shall cease to bear interest on the specified redemption date.

SECTION 2.4. Book-Entry System. (a) (1) As long as any Series of Bonds are registered under the Book-Entry System, the Town and the Registrar shall comply with the terms of the agreement entered into with the Securities Depository (the “Book-Entry Agreement”) with respect to such Series. However, the Book-Entry System through the Securities Depository may be terminated upon the happening of any of the following:

(a) The Securities Depository or the Town, based upon advice from the Securities Depository, advise the Registrar that the Securities Depository is no longer willing or able to properly discharge its responsibilities under the Book-Entry Agreement and the Registrar and the Town are unable to locate a qualified successor clearing agency satisfactory to the Registrar and the Town; or

(b) The Town, in its sole discretion but with the prior written consent of the Registrar, elects to terminate the Book-Entry System by notice to the Securities Depository and the Registrar.

(2) Upon the occurrence of any event described above, the Town shall, if necessary, adopt a resolution supplemental to this Resolution to add to the provisions of this Resolution any provisions deemed reasonably necessary or required with respect to Replacement Bonds (including, but not limited to, the provision for the cost and expenses for the printing thereof) and to account for the fact that, thereafter, the Bonds will no longer be registered under the

Book-Entry System, and the Registrar shall notify the Securities Depository of the occurrence of such event and of the availability of definitive or temporary Replacement Bonds to Beneficial Owners requesting the same, in an aggregate outstanding amount representing the interest of each such Beneficial Owner, making such adjustments and allowances as it may find necessary or appropriate as to accrued interest and previous payments of principal. Definitive Replacement Bonds shall be issued only upon surrender to the Registrar of the Bond of each maturity by the Securities Depository, accompanied by registration instructions for the definitive Replacement Bonds for such maturity from the Securities Depository. Neither the Town nor the Registrar shall be liable for any delay in delivery of such instructions and conclusively may rely on, and shall be protected in relying on, such instructions.

(3) Whenever the Bonds are registered under the Book-Entry System and notice or other communication to the Bondholders is required under this Resolution, unless and until Replacement Bonds shall have been issued with respect to the Bonds, the Town or the Registrar, as the case may be, shall give to the Securities Depository one copy of each such notice and communication specified herein or required by this Resolution to be given to the Beneficial Owners of the Bonds.

SECTION 2.5. Description of Bonds. The Bonds shall be payable, with respect to interest and principal, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts; shall be issued in the form of fully registered Bonds; shall mature at such times and bear interest at such rate or rates as shall be approved by subsequent proceedings of the Town Council. Interest shall be calculated on a 360-day year of twelve 30-day months. The Bonds shall be issued in the minimum denominations of $5,000 and integral multiples thereof ("Authorized Denominations").

SECTION 2.6. Execution of Bonds. Said Bonds shall be signed in the name of the Town by the Mayor of the Town of Palm Beach, Florida or in the absence of the Mayor, any Town Council Member, and the seal of the Town shall be affixed thereto or imprinted or reproduced thereon and attested by the Town Clerk of the Town of Palm Beach, Florida or in the absence of the Town Clerk, any Deputy Town Clerk. The signatures of said Mayor and Town Clerk on said Bonds may be manual or facsimile signatures. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer of the Town before the Bonds so signed and sealed shall have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed and sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Town by such person as at the actual time of the execution of such Bond shall hold the proper office, although at the date of issue of such Bonds such person may not have held such office or may not have been so authorized.

The Bonds shall bear thereon a certificate of authentication executed manually by the Registrar. Only such Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under this Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Registrar. Such certificate of the Registrar upon any Bond executed on behalf of the Town shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered under this Resolution and that the Holder thereof is entitled to the benefits of this Resolution.

SECTION 2.7. Negotiability, Registration and Cancellation. At the option of the registered Holder thereof and upon surrender thereof at the principal office of the Registrar with a written instrument of transfer satisfactory to the Registrar duly executed by the registered Holder or his duly authorized attorney and upon payment by such Holder of any charges which the Registrar or the Town may make as provided in this Section, the Bonds may be exchanged for Bonds of the same aggregate principal amount of the same Series and maturity of any other authorized denominations.

The Registrar shall keep books for the registration of Bonds and for the registration of transfers of Bonds. The Bonds shall be transferable by the Holder thereof in person or by his attorney duly authorized in writing only upon the books of the Town kept by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the Holder or his duly authorized attorney. Upon the transfer of any such Bond, the Town shall cause to be issued in the name of the transferee a new Bond or Bonds.

The Town, the Paying Agent and the Registrar may deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar as the absolute Owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of, premium, if any, and interest on such Bond as the same become due and for all other purposes. All such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Town, the Paying Agent nor the Registrar shall be affected by any notice to the contrary.

In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Town shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All Bonds surrendered in any such exchanges or transfers shall forthwith be delivered to the Registrar and canceled by the Registrar in the manner provided in this Section. There shall be no charge for any such exchange or transfer of Bonds, but the Town or the Registrar may require the payment of a sum sufficient to pay any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the Town nor the Registrar shall be required (a) to transfer or exchange Bonds of any Series for a period of 15 days next preceding an interest payment date on such Bonds of such Series or next preceding any selection of Bonds of such Series to be redeemed or thereafter until after the mailing of any notice of redemption; or (b) to transfer or exchange any Bonds of any Series called for redemption.

All Bonds paid or redeemed, either at or before maturity shall be delivered to the Paying Agent when such payment or redemption is made, and such Bonds, together with all Bonds purchased by the Town, shall thereupon be promptly canceled. Bonds so canceled may at any time be destroyed by the Paying Agent, who shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers describing the Bonds so destroyed, and one executed certificate shall be filed with the Town and the other executed certificate shall be retained by the Paying Agent.

SECTION 2.8. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated, destroyed, stolen or lost, the Town may execute and the Registrar shall authenticate and deliver a new Bond of like Series, date, maturity, denomination and interest rate as the Bond so mutilated, destroyed, stolen or lost; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Town and, in the case of any lost, stolen or destroyed Bond, there shall first be furnished to the Town and the Registrar evidence of such loss, theft, or destruction satisfactory to the Town and the Registrar, together with indemnity satisfactory to them. In the event any such Bond shall be about to mature or have matured or have been called for redemption, instead of issuing a duplicate Bond, the Town may direct the Paying Agent to pay the same without surrender thereof. The Town and the Registrar may charge the Holder of such Bond their reasonable fees and expenses in connection with this transaction. Any Bond surrendered for replacement shall be canceled in the same manner as provided in Section 2.7 hereof.

Any such duplicate Bonds issued pursuant to this Section shall constitute additional contractual obligations on the part of the Town, whether or not the lost, stolen or destroyed Bonds be at any time found by anyone, and such duplicate Bonds shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the Pledged Revenues (to the extent herein provided), with all other Bonds issued hereunder.

SECTION 2.9. Form of Bonds. The text of the Bonds and the Certificate of Authentication shall be in substantially the form attached hereto as Exhibit A.

ARTICLE III
SECURITY, COVENANTS, FUNDS AND APPLICATION THEREOF

SECTION 3.1. Bonds Shall Be Revenue Obligations of the Town. The Bonds are revenue obligations of the Town and are payable solely in the manner and to the extent set forth in this Resolution. There are hereby pledged for the payment of the principal of, and premium if any, and interest on, the Bonds in accordance with the terms and the provisions of the Resolution, the Pledged Revenues. The Bonds shall not be or constitute general obligations of the Town within the meaning of the Constitution of the State of Florida but shall be payable solely from and secured by a lien upon and a pledge of the Pledged Revenues in the manner and to the extent provided in this Resolution. No Bondholder shall ever have the right to compel the exercise of the ad valorem taxing power of the Town or taxation in any form on any real or personal property to pay such Bonds or the interest thereon, nor shall any Bondholder be entitled to payment of such principal or interest from any other funds of the Town other than as provided in this Resolution. Furthermore, no Bondholder shall ever have a lien on the Projects financed with proceeds of the Bonds.

SECTION 3.2. Covenant to Budget and Appropriate. Until the Bonds are no longer outstanding, the Town hereby covenants to appropriate in its annual budget in each Fiscal Year, by amendment if necessary, Non-Ad Valorem Revenues in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds, as the same become due (whether by redemption, at maturity or otherwise), to reinstate any Reserve Account Credit Facility on deposit in the Debt Service Reserve Account (to the extent established for any Series of Bonds), to restore any deficiency in the Debt Service Reserve Account (to the extent established for any Series of Bonds) or any other fund or account created and established hereunder for the Bonds and to pay the fees and expenses of the Paying Agent, the Registrar and the Reserve Account Credit Facility Issuer, if any, and any other expenses of the Town relating to the Bonds.

The payment of principal of and interest on the Bonds may, in addition to the Pledged Revenues herein described, be secured by a Credit Facility.

To the extent that the Town is in compliance with the covenant contained above and Sections 3.10B of this Resolution, the obligations of the Town contained herein shall not be construed as a limitation on the ability of the Town to pledge or covenant with respect to the Non-Ad Valorem Revenues for other indebtedness or other legally permissible purposes.

SECTION 3.3. Creation of Funds and Accounts. The following Funds and Accounts are hereby created with respect to the Bonds: (1) Sinking Fund (the "Sinking Fund") and (2) Cost of Issuance Fund (the "Cost of Issuance Fund"). Within the Sinking Fund there are hereby created the following separate accounts: (1) a Principal and Interest Account (the "Principal and Interest Account"), and (2) a Bond Redemption Account (the "Bond Redemption Account"). With respect to the proceeds of the Series 2010A and Series 2010B Bonds there is hereby created and established a 2010 Project Fund (the "2010 Project Fund"). The Sinking Fund, and the 2010 Project Fund, and all accounts and subaccounts therein shall constitute trust funds for the purposes hereof subject to the pledge and lien thereon for the benefit of the Bondholders. In addition to the foregoing, the Town, at its option, may establish a Debt Service Reserve Account or Accounts with respect to one or more Series of Bonds.

SECTION 3.4. Application of Bond Proceeds.

A. The proceeds received upon issuance of the Series 2010A Bonds shall be deposited into the various funds and accounts created and established for the Bonds as follows:

(a) The accrued interest, if any, derived from the sale of the Series 2010A Bonds shall be deposited in the Principal and Interest Account of the Sinking Fund and used for the purpose of paying a part of the first interest payment on the Series 2010A Bonds as the same becomes due and payable.

(b) An amount shall be deposited with the Escrow Agent for the refunded Series 2003B Bonds which, when applied with other legally available funds of the Town (representing moneys held in the funds and accounts relating to the Refunded Bonds), shall be sufficient to pay the Series 2003B Bonds in accordance with Article V of the 2003 Bond Resolution.

(c) An amount equal to the costs of issuance for the Series 2010A Bonds as determined by the Town's Finance Director shall be deposited in the Cost of Issuance Fund.

(d) An amount shall be applied to retire the Series 2008 Note on the date of issuance of the Series 2010A Bonds.

(e) The remaining proceeds of the Series 2010A Bonds shall be deposited in the 2010 Project Fund to fund a portion of the Cost of the Project, as hereinafter provided.

B. The proceeds received upon issuance of the Series 2010B Bonds shall be deposited into the various funds and accounts created and established for the Bonds as follows:

(a) The accrued interest, if any, derived from the sale of the Series 2010B Bonds shall be deposited into the Principal and Interest Account of the Sinking Fund and used for the purpose of paying a part of the first interest payment on the Series 2010B Bonds as the same becomes due and payable.

(b) An amount shall be applied to retire the Series 2009 Note on the date of issuance of the Series 2010B Bonds.

(c) An amount equal to the costs of issuance for the Series 2010B Bonds as determined by the Town's Finance Director shall be deposited in the Cost of Issuance Fund.

(d) The remaining proceeds of the Series 2010B Bonds shall be deposited in the 2010 Project Fund to fund a portion of the Cost of the Project, as hereinafter provided.

SECTION 3.5. Application of Revenues. (a) On or before 12:00 Noon of the business day that is at least five (5) business days prior to each interest payment date, the Town shall deposit into the Sinking Fund an amount of Non-Ad Valorem Revenues (which at the time of such deposit become "Pledged Revenues") at least equal to the accrued aggregate debt service on the Bonds calculated to such interest payment date and any amounts necessary to satisfy any deficiency in the Debt Service Reserve Account or reinstatement of the Reserve Account Credit Facility.

(b) As soon as practicable after the deposit of Pledged Revenues in the Sinking Fund, as provided in paragraph (a) above, together with any amounts transferred from the 2010 Project Fund to the credit of the Sinking Fund representing capitalized interest on the Bonds, and in any case no later than the close of business on the business day preceding such interest payment date, the Town shall credit moneys therein to the following purposes in the following order of priority (such application to be made in such a manner so as to assure sufficient moneys on deposit in such Funds):

(1) To the Principal and Interest Account, the amount, if any, required so that the balance in said Account shall equal the amount of principal of and interest

on the Bonds coming due on the next interest payment date; provided, that, for the purposes of computing the amount to be deposited in the Principal and Interest Account, there shall be taken into account the amount, if any, set aside in said Account from the proceeds of Bonds;

(2) To the Redemption Account, the amount, if any, required so that the balance in said Account shall equal the principal of and premium, if any, on the Bonds then coming due by reason of redemption on the next interest payment date; and

(3) To any Debt Service Reserve Account established in connection with any Series of Bonds, the amount, if any, required for the amount on deposit in such Account to equal the Debt Service Reserve Requirement; and

(4) To the Reserve Account Credit Facility Issuer the amount, if any, required to reimburse such Issuer for amounts drawn under the Reserve Account Credit Facility.

(c) In addition, subject to the foregoing, the Town shall pay from Town Moneys the fees and expenses, at such times as are necessary, of the Paying Agent, the Registrar and the Reserve Account Credit Facility Issuer, if any, and any other fees and expenses of the Town relating to the Bonds.

SECTION 3.6. Sinking Fund – Principal and Interest Account; Redemption Account. The Town shall pay out of the Principal and Interest Account to the Paying Agent (i) on or before each interest payment date for any of the Bonds, the amount required for the interest payable on such date; (ii) on or before the maturity date of each of the Bonds the amount of principal of such Bonds payable on such date. The Town shall pay out of the Redemption Account to the Paying Agent on or before any redemption date for the Bonds, the amount required for the payment of principal and any premium on the Bonds then to be redeemed. Such amounts shall be applied by the Paying Agent on and after the due dates thereof.

SECTION 3.7. Sinking Fund -- Debt Service Reserve Account. Except as otherwise provided in this Section 3.7, the Town shall establish a Debt Service Reserve Account.

Amounts in the Debt Service Reserve Account shall be used to make up any deficiency in the Principal and Interest Account or the Redemption Account on any interest payment date. If, on the last business day preceding any interest payment date, the amounts on deposit in the Debt Service Reserve Account shall be less than the Debt Service Reserve Requirement, the Town shall apply amounts from Pledged Revenues, available for such purposes hereunder, to the extent necessary to cure the deficiency; provided, however, that no further payments shall be required to be made into the Debt Service Reserve Account whenever and as long as the amount deposited therein shall be equal to the Debt Service Reserve Requirement (including taking into account any Reserve Account Credit Facilities).

Notwithstanding the foregoing provisions, in lieu of the required deposits into the Debt Service Reserve Account, the Town may, with the consent of the Credit Facility Issuer, cause to be deposited into the Debt Service Reserve Account a Reserve Account Credit Facility for the benefit of the Bondholders in an amount equal to the difference between the Debt Service Reserve Requirement, and the sums then on deposit in the Debt Service Reserve Account, if any, which Reserve Account Credit Facility shall be payable or available to be drawn upon, as the case may be (upon the giving of notice as required thereunder) on any interest payment date on which a deficiency exists which cannot be cured by moneys in any other fund or account held pursuant to this Resolution and available for such purpose and otherwise meet the requirements of this Section. If a disbursement is made under the Reserve Account Credit Facility, the Town shall be obligated to either reinstate the maximum limits of such Reserve Account Credit Facility immediately following such disbursement equal to the Debt Service Reserve Requirement, or to deposit into the Debt Service Reserve Account from the Pledged Revenues, available for such purposes hereunder, as herein provided, funds in the amount of the disbursement made under such Reserve Account Credit Facility, or a combination of such alternatives as shall equal the Debt Service Reserve Requirement.

In the event that any moneys shall be withdrawn from the Debt Service Reserve Account for payments into the Principal and Interest Account or Redemption Account such withdrawals shall be subsequently restored from the first Pledged Revenues, available for such purposes hereunder, after all required payments have been made into the Principal and Interest Account and Redemption Account, including any deficiencies for prior payments unless restored by the reinstatement of the maximum limits of a Reserve Account Credit Facility.

Moneys in the Debt Service Reserve Account shall be used only for the purpose of making payments into the Principal and Interest Account or Redemption Account, when and to the extent the moneys transferred to the Sinking Fund are insufficient for such purpose, provided, however, that moneys in the Debt Service Reserve Account may be invested and reinvested as provided for herein; and provided further, however, that moneys on deposit in the Debt Service Reserve Account may, upon final maturity of the Bonds, be used to pay the principal of and interest on the Bonds.

To the extent required by supplemental resolution with respect to a Series of Bonds, including the Series 2010 Bonds, there shall be deposited in the Debt Service Reserve Account from the proceeds derived from the sale of the Bonds an amount equal to the Debt Service Reserve Requirement or in lieu of all or a portion thereof, the Debt Service Reserve Requirement shall be satisfied by the deposit with the Paying Agent of a Reserve Account Credit Facility with the requisite coverage, all as shall be determined by subsequent proceedings of the Town Council.

Such Reserve Account Credit Facility at the time of delivery thereof may take any of the following forms:

(i) A surety bond, insurance policy or evidence of insurance issued to the entity serving as Paying Agent, as agent of the bondholders, by a company licensed to issue an insurance policy guaranteeing the timely payment of debt service on the Bonds (a "municipal bond insurer") with claims-paying ability rated "AA" or "Aa2" by S&P or Moody's, respectively.

(ii) A Letter of Credit issued to the Paying Agent, as agent of the Bondholders, by a bank rated at least "AA" by S&P or "Aa2" by Moody's, provided the Letter of Credit is satisfactory in form and substance to the Credit Facility Issuer, if any.

The delivery of any Reserve Account Credit Facility pursuant to this Section shall be subject to receipt of an opinion of counsel acceptable to the Town and the Credit Facility Issuer and in form and substance satisfactory to the Town and the Credit Facility Issuer as to the due authorization, execution, delivery and enforceability of such instrument in accordance with its terms, subject to applicable laws affecting creditors' rights generally, and, in the event the issuer of such Reserve Account Credit Facility is not a domestic entity, an opinion of foreign counsel in form and substance satisfactory to the Town and the Credit Facility Issuer, if any. In addition, the use of a letter of credit shall be subject to receipt of an opinion of counsel acceptable to the Town and the Credit Facility Issuer and in form and substance satisfactory to the Town and the Credit Facility Issuer to the effect that payments under such letter of credit would not constitute avoidable preferences under Section 547 of the U. S. Bankruptcy Code or similar state laws with avoidable preference provisions in the event of the filing of a petition for relief under the U. S. Bankruptcy Code or similar state laws by or against the Town (or any other account party under the Letter of Credit).

Cash on deposit in the Debt Service Reserve Account shall be used (or Investment Obligations purchased with such cash shall be liquidated and the proceeds applied as required) prior to any drawing on any Reserve Account Credit Facility. If and to the extent that more than one Reserve Account Credit Facility is deposited in the Debt Service Reserve Account, drawings thereunder and repayments of costs associated therewith shall be made on a pro rata basis, calculated by reference to the maximum amounts available thereunder.

Whenever the moneys on deposit in the Debt Service Reserve Account shall exceed the Debt Service Reserve Requirement, such excess shall be deposited in the Principal and Interest Account; provided, however, that with respect to such excess during the first twenty-four (24) months following the delivery of the Bonds, to the extent that moneys on deposit in the Debt Service Reserve Account represent an excess derived from earnings above the yield on the Bonds, such moneys shall be deposited into the 2010 Project Fund established herein. The Investment Obligations in the Debt Service Reserve Account shall be valued at fair market value, exclusive of accrued interest. The Town shall determine the value of the Investment Obligations held in the Debt Service Reserve Account five days prior to each interest payment date. Deficiencies resulting from a decline in market value of Investment Obligations on deposit in the Debt Service Reserve Account shall be restored no later than the succeeding valuation date unless required earlier under this Resolution. Further, investments purchased with funds on deposit in the Debt Service Reserve Account shall have an aggregate weighted term to maturity of not greater than five years.

To the extent that the Town creates a separate subaccount within the Debt Service Reserve Account with respect to a Series of Bonds, such Series of Bonds shall be secured by such subaccount and shall have no claim on the other moneys deposited to the credit of the Debt Service Reserve Account. Moneys in such separate subaccount of the Debt Service Reserve Account shall be maintained at the Debt Service Reserve Account Requirement applicable to such Series of Bonds and shall be applied as provided above in this Section 3.7 but solely with respect to the Series of Bonds secured by such subaccount. Moneys shall be deposited to the Debt Service Reserve Account and any subaccounts therein on a pro rata basis.

Any provisions of this Section 3.7 notwithstanding, the Town may, in or pursuant to a supplemental resolution relating to a Series of Bonds, including the Series 2010 Bonds, provide that such Series of Bonds shall not be secured by the Debt Service Reserve Account (including any subaccounts therein), in which case such Series of Bonds shall not be secured by the Debt Service Reserve Account (including any subaccounts therein) and moneys, if any, held for the credit of the Debt Service Reserve Account (including any subaccounts therein) shall not be applied as provided above in this Section 3.7 with respect to such Series of Bonds.

SECTION 3.8. Cost of Issuance Fund. Moneys on deposit in the Cost of Issuance Fund shall be used to pay costs of issuing the Series 2010 Bonds to the extent not paid from other sources, which costs may include, all printing expenses in connection with this Resolution, the Preliminary and Final Official Statements for the Series 2010 Bonds and the Series 2010 Bonds; the fees of the Credit Facility Issuer pursuant to the Credit Facility, if any; administrative expenses of the Town; the cost of a Reserve Account Credit Facility, if any, and the fees and expenses of the issuer thereof; legal fees and expenses of counsel to the Town, Bond Counsel and counsel to the Credit Facility Issuer; fees and expenses of financial advisors; the Paying Agent's initial fees and expenses; and any other expenses incurred in connection with the Series 2010 Bonds. Any moneys remaining in the Cost of Issuance Fund not needed for the purposes thereof shall be transferred to the 2010 Project Fund.

SECTION 3.9. 2010 Project Fund. (1) There shall be paid into the 2010 Project Fund the amounts required to be so paid by the provisions of this Resolution or any supplemental resolution and there may be paid into the 2010 Project Fund, at the option of the Town, any moneys received for or in connection with the Project by the Town from any other source, unless required to be otherwise applied.

(2) During the period of construction of the Project, the moneys received pursuant to an insurance claim from insurance maintained against physical loss of or damage to the Project, or of contractors' performance bonds with respect thereto, pertaining to the period of construction thereof shall be paid into the 2010 Project Fund.

(3) Any amounts in the 2010 Project Fund shall be applied by the Town to pay the Cost of the Project (other than the costs of issuing the Series 2010 Bonds, which shall be paid from moneys on deposit in the Cost of Issuance Fund), and separate accounts may be established in the 2010 Project Fund for any portion of the Project. To the extent that a portion of moneys in the 2010 Project Fund represents capitalized interest on the Bonds, such moneys will be transferred to

the Sinking Fund in such amount and at such times as contemplated by Section 3.5 of this Resolution.

(4) The completion of the Project shall be evidenced by a certificate of the Director of Public Works, which shall be filed promptly with the Town, stating the date of such completion and the amount, if any, required in the opinion of the signer for the payment of any remaining part of the Cost of the Project, and that the Project has been completed in accordance with the plans and specifications applicable thereto. Upon the filing of such certificate, the balance in the 2010 Project Fund (or in any separate account in the 2010 Project Fund established therefor) in excess of the amount, if any, stated in such certificate shall, as directed by the Town be deposited in the Debt Service Reserve Account, if any, to make up any deficiency therein and, thereafter, in the Principal and Interest Account and applied to the retirement of Series 2010B and Series 2010C Bonds by payment, purchase or redemption at the earliest date permissible under the terms of this Resolution. Notwithstanding the foregoing, the Town may apply such balance in the 2010 Project Fund to any lawful purpose of the Town if the Town receives an opinion from Bond Counsel to the effect that such application will not adversely affect the exclusion of the interest on the Series 2010 Bonds from gross income for Federal income tax purposes pursuant to Section 103(a) of the Code.

SECTION 3.10. Covenants of the Town. As long as any of the principal of, or interest on any of the Bonds shall be outstanding and unpaid, the Town covenants with the holder of the Bond as follows:

A. Tax Covenants Relating to the Internal Revenue Code of 1986, as amended.

(i) In order to maintain the exclusion from gross income for purposes of Federal income taxation of interest on the Series 2010 Bonds, the Town covenants to comply with each requirement of the Code. In furtherance of the covenant contained in the preceding sentence, the Town agrees to continually comply with the provisions of the "Tax Certificate as to Arbitrage and Instructions as to Compliance with the provisions of Sections 103(a) and 141-150 of the Internal Revenue Code of 1986", to be executed by the Town and delivered on the date of issuance and delivery of the Series 2010 Bonds, as such certificate may be amended from time to time, as a source of guidance for achieving compliance with the Code.

(ii) The Town covenants and agrees with the Series 2010 Bondholders that the Town shall not take any action or omit to take any action, which action or omission would cause the Series 2010 Bonds to be a "private activity bond" or "arbitrage bonds" within the meaning of Sections 141(a) and 148(a), respectively, of the Code.

(iii) The Town shall make any and all payments required to be made to the United States Department of the Treasury in connection with the Series 2010 Bonds pursuant to Section 148(f) of the Code.

(iv) Notwithstanding any other provision of this Resolution to the contrary, so long as necessary in order to maintain the exclusion from gross income for purposes of Federal income taxation of interest on the Series 2010 Bonds, the covenants contained in this Section shall survive the payment of the Series 2010 Bonds and the interest thereon.

B. Non-Self-Supporting Debt Coverage/Additional Bonds. The Town covenants that in each Fiscal Year of the Town, while the Bonds are outstanding, the total Non-Self-Supporting Debt due for the Fiscal Year of the Town shall not exceed 50% of Non-Ad Valorem Revenues of the Town. In addition, the Town covenants and agrees that it will not issue any indebtedness or incur any indebtedness payable from or supported by a pledge of the Non-Ad Valorem Revenues unless the Town can show that following the issuance of or incurrence of such additional indebtedness, (i) the total amount of Non-Ad Valorem Revenues (based on the most recent Fiscal Year) will be greater than 2.00 times the Maximum Debt Service, and (ii) the total amount of Non-Ad Valorem Revenues in each Fiscal Year in which Bonds are outstanding (based on reasonable projections of the Town) will be greater than 2.00 times the Non-Self-Supporting Debt in each such Fiscal Year. For purposes of the test described in the foregoing sentence Non-Ad Valorem Revenues shall not include Project Grant Moneys, non-ad valorem special assessments which are exclusively pledged to the payment of Special Assessment Obligations and Direct Payments. Additionally, for purposes of meeting the tests set forth in this subparagraph, "debt service" shall be deemed to include costs due and owing under a Reserve Account Credit Facility, if any, in effect with respect to the Bonds, and debt service on Bonds that are eligible for Direct Payments will be calculated net of expected Direct Payments. In the event any Bonds are additionally secured by non-ad valorem special assessments, debt service shall be calculated net of the amount of such non-ad valorem special assessments collected during the prior fiscal year provided that at least 90% of the non-ad valorem special assessments imposed in the prior fiscal year are collected. The foregoing notwithstanding in the event any Bonds are additionally secured by non-ad valorem special assessments and if debt service on such Bonds is not permitted to be directly offset by the amount of non-ad valorem special assessments collected during the prior fiscal year as provided by the immediately preceding sentence, the Town may treat such non-ad valorem special assessments as Non-Ad Valorem Revenues for purposes of the foregoing coverage and additional bonds test.

C. Covenants Relating to the Project. The Project established on the date of issue of a Series of Bonds may not be changed or substituted in any way that would cause a material change in the purpose for which such Series of Bonds was issued or adversely affect the exclusion of interest on such Series of Bonds from gross income for Federal income tax purposes unless prior to such material change or substitution the Town receives an opinion of nationally recognized bond counsel to the effect that such material change or substitution will not, in and of itself, adversely affect the exclusion of interest on such Series of Bonds from gross income for Federal income tax purposes.

SECTION 3.11. Remedies of Bondholder. Should the Town default in any of its obligations or covenants created by this Resolution, the Bondholders may, in addition to any remedy set forth in this Resolution, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State of Florida, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Town or by any officer thereof.

ARTICLE IV
SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS AND ACCOUNTS

A. Moneys held in all Funds and Accounts established under this Resolution shall be invested in Investment Obligations. All Investment Obligations shall mature or shall be subject to redemption at the option of the holder thereof not later than the respective dates when moneys held for the credit of such funds or accounts will be required for the purposes intended, including, in particular, the payment of interest and principal on the Bonds when due.

B. Whenever a payment or transfer of moneys between two or more of the funds or accounts established hereunder is permitted or required, such payment or transfer may be made in whole or in part by transfer of one or more Investment Obligations at a value determined in accordance with this Article IV; provided that the Investment Obligations transferred are those in which moneys of the receiving fund or account could be invested at the date of such transfer.

ARTICLE V
DEFEASANCE

If the Town shall cause to be paid, or there shall be otherwise paid or provision for payment made to or for the owners of the Bonds the principal of, premium, if any, and interest due or to become due thereon at the times and in the manner stipulated therein, and shall cause to be paid to the Paying Agent or a bank or trust company appointed as escrow agent all sums of money due or to become due according to the provisions hereof, including the fees, expenses and costs of the Paying Agent or escrow agent as contemplated herein, then this Resolution and the lien, rights and interest created hereby shall cease, determine and become null and void (except as to any surviving rights of payment, registration, transfer or exchange of Bonds herein provided for and except with respect to the covenants of the Town, which by the terms of this Resolution survive the defeasance of the Bonds).

In addition, any Bond or Authorized Denominations thereof shall be deemed to be paid within the meaning of this Resolution when (a) payment of the principal of and premium, if any, on such Bond or Authorized Denominations thereof, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein) either (i) shall have been provided by irrevocably depositing with the Paying Agent or a bank or trust company acting as escrow agent in trust and irrevocably setting aside exclusively for such payment lawful money of the United States of America in an amount equal to the principal amount of such Bonds, redemption premium, if any, and all unpaid interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein); (ii) shall have been provided for by irrevocably depositing with the Paying Agent or a bank or trust company acting as escrow agent in trust and irrevocably setting aside exclusively for such payment Defeasance Obligations maturing as to principal and interest in such amount and at such time as will ensure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation and expenses of the Paying Agent or escrow agent pertaining to any such deposit shall have been paid or the payment thereof provided for to the satisfaction of the Paying Agent or escrow agent, as the case may be. At such times as a Bond or Authorized Denominations thereof shall be deemed to be paid hereunder, as aforesaid, such Bond or Authorized Denominations thereof shall no longer be secured by or entitled to the benefits of this Resolution except for the purposes of any such payment from such moneys and/or Defeasance Obligations.

Notwithstanding the foregoing paragraph, in the case of a Bond or Authorized Denominations thereof which by its terms may be redeemed prior to the stated maturity thereof, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed a payment of such Bond or Authorized Denominations thereof as aforesaid until: (a) proper notice of redemption of such Bond or Authorized Denominations thereof shall have been previously given in accordance with Section 2.3 of this Resolution, or (b) in the event said Bond or Authorized Denominations thereof is not to be redeemed within the next succeeding 60 days, until (i) the Town shall have given irrevocable instructions to notify, as soon as practicable, the Owner of such Bond in accordance with, Section 2.3 hereof, that the deposit required by clause (a)(ii) of the immediately preceding paragraph has been made with the Paying Agent or escrow agent, as the case may be, and that said Bond or Authorized Denominations thereof is deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable premium, if any, on said Bond or Authorized Denominations thereof, plus interest thereon to the due date thereof, (ii) the Town shall have caused to be delivered to the Paying Agent or escrow agent, as the case may be, and the Bond Insurer, if any, a verification report of an independent, nationally recognized, certified public accountant showing the sufficiency of such deposit, and (iii) the Town shall have received an opinion of Bond Counsel that such Bond or Authorized Denominations thereof have been paid within the meaning of this Article and that the covenants, liens and pledges contained in this Resolution are fully discharged and satisfied with respect to such Bond or Authorized Denominations thereof.

Notwithstanding any provision of any other Article of this Resolution which may be contrary to the provisions of this Article, all moneys and/or Defeasance Obligations set aside and held in trust pursuant to the provisions of this Article and necessary for the payment of Bonds or Authorized Denominations thereof (including interest and premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds or Authorized Denominations thereof (including interest and premium thereon, if any) with respect to which such moneys and/or Defeasance Obligations have been so set aside in trust until payment of such Bonds or Authorized Denominations thereof.

The provisions of this Article shall apply to the Bonds of all or any Series of Bonds Outstanding hereunder or of a particular maturity or of a specific part of a particular maturity to the extent the conditions hereof are expressly satisfied with respect to such Bonds, Series of Bonds, maturity or specific part of a maturity.

Anything in Article V hereof to the contrary notwithstanding, if moneys or Defeasance Obligations have been deposited or set aside with the Paying Agent pursuant to this

Article for the payment of Bonds or Authorized Denominations thereof and the interest and premium, if any, thereon shall not have in fact been actually paid in full, no amendment to the provisions of this Article shall be made without the consent of the Owner of each of the Bonds affected thereby.

Notwithstanding the foregoing, in the event that the payment or deposit in the amount and manner provided in this Resolution has been made by the Credit Facility Issuer under the terms of its Credit Facility, the Credit Facility Issuer shall be subrogated to the rights of the Holders of the Bonds and the liability of the Town, with respect thereto, shall not be discharged or extinguished and the covenants, liens and pledges contained in this Resolution shall not be fully discharged and satisfied.

Notwithstanding anything contained in this Article to the contrary, the covenants, liens and pledges contained in this Resolution shall not be fully discharged and satisfied until all obligations owed to the provider of any Reserve Account Credit Facility have been satisfied.

ARTICLE VI
MISCELLANEOUS PROVISIONS

SECTION 6.1. MODIFICATION OR AMENDMENT. (a) Except as provided in paragraph (b) below no material modification or amendment of this Resolution or of any resolution amendatory thereof or supplemental thereto, may be made without the consent in writing of the Owners of fifty-one percent (51%) or more in principal amount of the Bonds then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of such Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the Town to pay the interest of and principal on the Bonds, as the same mature or become due, from the Pledged Revenues, or reduce such percentage of Owners of such Bonds required above for such modification or amendments, without the consent of the Owners of all the Bonds affected.

(b) This Resolution may be amended, changed, modified and altered without the consent of the Owners of Bonds, (i) to cure any ambiguity, correct or supplement any provisions contained herein which may be defective or inconsistent with any other provisions contained herein, (ii) to provide other changes which will not adversely affect the interest of such Owners (without taking into account the existence of a Credit Facility), (iii) to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes, (iv) to secure or maintain a rating on the Bonds, or (v) to provide market disclosure regarding the Bonds and the Town's financial condition in accordance with municipal guidelines regarding the same and adopted by the Town.

(c) Anything in this Section 6.1 to the contrary notwithstanding, to the extent the Bonds are secured by a Credit Facility and such Bonds are then rated in as high a rating category in which such Bonds were rated at the time of initial issuance and delivery thereof, by both S&P and Moody's, then the consent of the Credit Facility Issuer shall constitute the consent of the Holders of the Bonds provided such Credit Facility Issuer is not in default under the Credit Facility or the subject of any liquidation, bankruptcy, insolvency or similar proceeding; and provided, further, that no modification or amendment shall permit a change in the maturity or redemption of such Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the Town to pay the interest of and principal on the Bonds, as the same mature or become due, from the Pledged Revenues, or adversely affect the rights of Bondholders or reduce the percentage of Owners of such Bonds required in Section 6.1(a) above for such modification or amendment, without the consent of the Owners of all the Bonds affected.

SECTION 6.2. Continuing Disclosure. A. The Town hereby agrees with the underwriters of the Bonds issued hereunder, in accordance with the provisions of Rule 15c2-12 in effect from time to time and applicable to the Bonds (the "Rule"), promulgated by the Securities and Exchange Commission ("Commission") pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided, to the Municipal Securities Rulemaking Board ("MSRB") in an electronic format prescribed by the MSRB and such other municipal securities information repository as may be required by law or applicable regulation, from time to time (each such information repository, a "MSIR"), within 180 days following the end of each Fiscal Year of the Town, commencing with the Fiscal Year ending September 30, 2010, annual financial information and operating data concerning the Town, consistent with the financial information and operating data included in the official statement prepared with respect to the Bonds, and, if not included with the annual financial information, then, when and if available, audited financial statements prepared in accordance with generally accepted accounting principles applicable to the Town. If audited financial statements are not available at the time of required filings as set forth above, unaudited financial statements shall be filed pending the availability of audited financial statements. (The information required to be disclosed in this subsection A shall be referred to herein as the "Annual Report"). In connection with the annual financial information and operating data, consistent with the financial information and operating data included in the official statement prepared with respect to the Bonds, such information shall be deemed to include, but shall not be limited to (to the extent required by the Rule) the following:

(i) the Town's Comprehensive Annual Financial Report for the immediately preceding Fiscal Year (the "CAFR");and

(ii) to the extent no longer included in the CAFR updates of the following information in the Official Statement relating to:

(a) Historical Information (not projections) on Non-Valorem Revenues under the heading "Historic and Budgeted Non-Ad Valorem Revenues;" and

(b) Information under the heading "Description of Certain Non-Ad Valorem Revenues."

The Town reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Town; provided that the Town agrees that any such modification will be done in a manner consistent with the Rule.

B. The Town agrees to provide or cause to be provided, in a timely manner, to each MSIR written notice of the occurrence of any of the following events with respect to the Bonds, if such event is material:

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers or their failure to perform;

(vi) Modifications to rights of security holders;

(vii) Calls of the securities for redemption (other than scheduled mandatory redemption the terms of which are set forth in the official statement related to the securities and for which notice has been provided in accordance with the Rule) or any acceleration of the maturity thereof;

(viii) Defeasances in whole or in part of the securities;

(ix) Release, substitution, or sale of property securing repayment of the securities;

(x) Rating changes;

(xi) Adverse tax opinions or events affecting the tax-exempt status of the security; and

(xii) Any changes in the Town's Fiscal Year.

C. The Town agrees to provide or cause to be provided, in a timely manner, to each MSIR written notice of a failure by the Town to provide the Annual Report described in subsection A above on or prior to the date set forth therein.

D. The Town reserves the right to terminate its obligation to provide Annual Report and notices of material events, as set forth above, if and when the Town no longer remains an obligated person with respect to the Bonds within the meaning of the Rule (either by the redemption in full or legal defeasance of all such Bonds). If the Town believes such condition exists, the Town will provide notice of such termination to each MSIR.

E. The Town agrees that its undertaking pursuant to the Rule set forth in this Section is intended to be for the benefit of the holders and beneficial owners of the Bonds and shall be enforceable by any holder or beneficial owner; provided that the right to enforce the provisions of this undertaking shall be limited to a right to obtain specific enforcement of the Town's obligations under this Section and any failure by the Town to comply with the provisions of this undertaking shall not be an event of default with respect to this Resolution or the Bonds.

F. Any voluntary inclusion by the Town of information in its annual report of supplemental information that is not required hereunder shall not expand the obligations of the Town hereunder and the Town shall have no obligation to update such supplemental information or include it in any subsequent report.

G. The covenants contained herein are solely for the benefit of the holders and beneficial owners of the Bonds and shall not create any rights in any other parties.

H. Notwithstanding any other provision of this Resolution, the Town may amend this Section and any provision of this Section may be waived, provided that the following conditions are satisfied:

(1) The amendment or waiver may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identify, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not materially impair the interests of holders and beneficial owners as determined either by parties unaffiliated with the Town or obligated person (such as bond counsel), or by an approving vote of holders pursuant to the terms of this Resolution.

In the event of any amendment or waiver of a provision of this section, the Town shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of annual financial information or operating data being presented by the Town. In addition, if the amendment or waiver relates to the accounting principles to be followed in preparing financial statements (i) notice of such change shall be given in the same manner as set forth in subsection B and (ii) the Annual Report for the year in which the change is made shall present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 6.3 PRELIMINARY OFFICIAL STATEMENT. The Town Manager or the Finance Director each is hereby authorized and directed to "deem final" as of its date the Preliminary Official Statement relating to the Bonds for the purposes of the Rule. The Town Manager or Finance Director each is hereby authorized and directed to execute the appropriate certificate or other documentation to effect the foregoing.

SECTION 6.4 ADDITIONAL AUTHORIZATION. The Mayor, the Town Manager, the Finance Director and any other proper official of the Town, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution.

SECTION 6.5 SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and shall in no way affect the validity of any of the other provisions of this Resolution or of the Bonds issued hereunder.

SECTION 6.6 REPEALER. All resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this Resolution shall take effect upon its passage in the manner provided by law.

SECTION 6.7 EFFECTIVE DATE. That this Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12 day of January 2010.

Jack McDonald, Mayor	David A. Rosow, Town Council President
ATTEST:	Gail Coniglio, Town Council President Pro-Tem
Joanna Cunningham, Town Clerk	William J. Diamond, Town Council Member
	Richard M. Kleid, Town Council Member
	Robert N. Wildrick, Town Council Member

EXHIBIT A

FORM OF BONDS

No. R-_

UNITED STATES OF AMERICA
STATE OF FLORIDA
TOWN OF PALM BEACH, FLORIDA
PUBLIC IMPROVEMENT REVENUE [AND REFUNDING] BONDS
SERIES 2010[A][B]
[CAPITAL IMPROVEMENT PROGRAM]
[WORTH AVENUE COMMERCIAL DISTRICT PROJECT]

Interest Rate	Maturity Date	Dated Date	CUSIP

Registered Owner:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that Town of Palm Beach, Florida (the "Town "), for value received, hereby promises to pay, from the Pledged Revenues, hereinafter mentioned, to the Registered Owner or registered assigns on the Maturity Date specified above, upon the presentation and surrender hereof at the office of the Town's Finance Director, as paying agent (said Finance Director and any bank or trust company becoming successor paying agent being herein called the "Paying Agent"), the Principal Amount stated hereon with interest thereon at the Interest Rate stated above, payable on the first day of ______ each year until the Town's obligation with respect to the payment of such Principal Amount shall be discharged. Interest on this Bond is payable by check or draft of the Paying Agent made payable to the registered owner and mailed to the address of the registered owner as such name and address shall appear on the registration books of the Town maintained by the Town's Finance Director, as Registrar (said Finance Director, and any successor Registrar being herein called the "Registrar") at the close of business on the fifteenth day of the calendar month preceding each interest payment date; provided, however, that if such fifteenth day is a Saturday, Sunday or holiday, then to the registered owner and at the registered address shown on the registration books of the Town maintained by the Registrar at the close of business on the day next preceding such fifteenth day of the month which is not a Saturday, Sunday or holiday (the "Record Date"); provided further, however, that payment of interest on the Bonds may, at the option of any Holder of Bonds in an aggregate principal amount of at least $1,000,000, be transmitted by wire transfer to the Holder to the bank account number on file with the Paying Agent as of the Record Date. Such interest shall be payable from the most recent interest payment date next preceding the date hereof to which interest has been paid, unless the date hereof is an __ 1 or ______ 1 to which interest has been paid, in which case from the date hereof, or unless the date hereof is prior to __________, 20__, in which case from _____________, 20__, or unless the date hereof is between a Record Date and the next succeeding interest payment date, in which case from such interest payment date; provided, however, that if and to the extent there is a default in the payment of the interest due on such interest payment date, such defaulted interest shall be paid to the persons in whose name Bonds are registered on the registration books of the Town maintained by the Registrar at the close of business on the fifteenth day prior to a subsequent interest payment date established by notice mailed by the Registrar to the registered owner not less than the tenth day preceding such subsequent interest payment date. The Principal Amount and accrued interest thereon is payable in any coin or currency of the United States of America, which, on the date of payment thereof, shall be legal tender for the payment of public and private debts.

This Bond is one of an authorized issue of Bonds of the Town designated as its [Public Improvement Revenue and Refunding Bonds, Series 2010A (Capital Improvement Program)] [Public Improvement Revenue Bonds, Series 2010B (Worth Avenue Commercial District Project)] (herein called the "Bonds"), in the aggregate principal amount of $______ of like date, tenor, and effect, except as to number, date of maturity and interest rate, issued for the purpose of [refunding the Town's Revenue Bonds, Series 2003B (Capital Improvement Project)] [and financing or refinancing a portion of the cost of the Project (as defined in the Resolution hereinafter referred to)] under the authority of and in full compliance with the Constitution, the Town Charter, as amended and supplemented, and Statutes of the State of Florida, including particularly Chapter 166, Florida Statutes, as amended and supplemented and other applicable provisions of law, and a resolution duly adopted by the Town Council on January 12, 2010, as amended (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Resolution.

This Bond is a special obligation of the Town and is payable solely in the manner and to the extent set forth in the Resolution. There are hereby pledged for the payment of the principal and premium, if any, of, and interest on, the Bond in accordance with the terms and the provisions of the Resolution, the Pledged Revenues (as defined below). This Bond shall not be or constitute a general obligation of the Town within the meaning of the Constitution of the State of Florida but shall be payable solely from and secured by a lien upon and a pledge of the Pledged Revenues in the manner and to the extent provided in the Resolution. No Bondholder shall ever have the right to compel the exercise of the ad valorem taxing power of the Town or taxation in any form on any real or personal property to pay such Bonds or the interest thereon, nor shall any Bondholder be entitled to payment of such principal or interest from any other funds of the Town other than as provided in the Resolution. Furthermore, no Bondholder shall ever have a lien on the Project.

Until the Bonds are paid or deemed paid pursuant to the provisions of this Resolution, the Town hereby covenants to appropriate in its annual budget in each Fiscal Year, by amendment if necessary, Non-Ad Valorem Revenues in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds, as the same become due (whether by redemption, at maturity or otherwise), and to restore any deficiency in the Debt Service Reserve Account, if any, created and established under the Resolution for the Bonds and any other reserve accounts or funds relating to such indebtedness.

"Pledged Revenues" means: (i) moneys budgeted and appropriated by the Town, and deposited into the Sinking Fund or any other Fund established under the Resolution, from Non-Ad Valorem Revenues (until deposited into the Sinking fund in the manner and at the time specified in the Resolution such moneys do not constitute Pledged Revenues); (ii) any proceeds of Bonds originally deposited with the Town and all moneys deposited and held from time to time by the Town in the funds (other than the Cost of Issuance Fund) and accounts established pursuant to the Resolution; (iii) investment income received by the Town in the funds (other than the Cost of Issuance Fund) and accounts established pursuant to the Resolution; and (iv) any other moneys received by the Paying Agent in connection with repayment of the Bonds. [Series 2010B Bonds – "Pledged Revenues" additionally include non-ad valorem special assessments pledged to such Bonds imposed or to be imposed by the Town pursuant to Ordinance No. 12-07 enacted by the Town Council on July 10, 2007, as supplemented relative to that portion of the Project within the Worth Avenue Commercial District].

"Non-Ad Valorem Revenues" means legally available revenues of the Town derived from any source whatever other than ad valorem taxation on real and personal property, which are legally available for payment by the Town of debt service on the Bonds and on any obligations of the Town to which Non-Ad Valorem Revenues are hereafter lawfully pledged, and Project Grant Moneys; provided however that for the purpose of the additional bond test described Section 3.10B of the Resolution "Non-Ad Valorem Revenues" means all legally available revenues of the Town derived from any source whatever other than ad valorem taxation on real and personal property which are legally available for payment by the Town of Non-Self-Supporting Debt, excluding Project Grant Moneys, non-ad valorem special assessments which are exclusively pledged to the payment of Special Assessment Obligations and Direct Payments. The foregoing notwithstanding in the event any Bonds are additionally secured by non-ad valorem special assessments and if debt service on such Bonds is not permitted by said Section 3.10B to be directly offset by the amount of non-ad valorem special assessments collected during the prior fiscal year, the Town may treat such non-ad valorem special assessments as Non-Ad Valorem Revenues for purposes of the coverage and additional bonds tests set forth in Section 3.10B of the Resolution.

"Project Grant Moneys" shall include any Federal, State, County or other grant moneys relating to the Project that are legally available to pay principal and/or interest on the Bonds, but shall not include Direct Payments.

The original registered owner, and each successive registered owner of this Bond shall be conclusively deemed to have agreed and consented to the following terms and conditions:

(1) The Registrar shall maintain the books of the Town for the registration of Bonds and for the registration of transfers of Bonds as provided in the Resolution. The Bonds shall be transferable by the registered owner thereof in person or by his attorney duly authorized in writing only upon the books of the Town maintained by the Registrar and only upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond, the Town shall issue in the name of the transferee a new Bond or Bonds.

(2) The Town, the Paying Agent and the Registrar shall deem and treat the person in whose name any Bond shall be registered upon the books kept by the Registrar as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond as the same becomes due, and for all other purposes. All such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Town, the Paying Agent, nor the Registrar shall be affected by any notice to the contrary.

(3) At the option of the registered owner hereof and upon surrender hereof at the principal corporate trust office of the Registrar with a written instrument of transfer satisfactory to the Registrar duly executed by the registered owner or his duly authorized attorney and upon payment by such registered owner of any charges which the Registrar or the Town may make as provided in the Resolution, the Bonds may be exchanged for Bonds of the same interest rate and maturity of any other authorized denominations.

(4) In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Town shall execute and the Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Resolution. There shall be no charge for any such exchange or transfer of Bonds, but the Town or the Registrar may require payment of a sum sufficient to pay any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the Town nor the Registrar shall be required (a) to transfer or exchange Bonds for a period from a Record Date to the next succeeding interest payment date on such Bonds or 15 days next preceding any selection of Bonds to be redeemed or thereafter until after the mailing of any notice of redemption, or (b) to transfer or exchange any Bonds called for redemption. However, if less than all of a Bond is redeemed or defeased, the Town shall execute and the Registrar shall authenticate and deliver, upon the surrender of such Bond, without charge to the Bondholder, for the unpaid balance of the principal amount of such Bond so surrendered, a registered Bond in the appropriate denomination and interest rate.

This Bond shall not be valid or obligatory for any purpose until the certificate of authentication set forth hereon shall have been duly executed by the Registrar.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed, precedent to and in the issuance of this Bond exist, have happened and have been performed in regular and due form and time as required by the Laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Bond, and of the issue of Bonds of which this Bond is one, is in full compliance with all constitutional or statutory limitations or provisions.

[Provisions for redemption of Bonds as provided by subsequent proceedings of the Town].

IN WITNESS WHEREOF, the Town of Palm Beach, Florida, has caused this Bond to be signed by its Mayor, either manually or with his facsimile signature, and the seal of the Town Council of the Town of Palm Beach, Florida, to be affixed hereto or imprinted or reproduced hereon, and attested by the Clerk of the Town, either manually or with her facsimile signature, and this Bond to be dated the Dated Date set forth above.

(SEAL) **TOWN OF PALM BEACH, FLORIDA**

ATTEST:

By:________________________________
[Mayor]

____
Clerk of the Town of Palm Beach, Florida

FORM OF CERTIFICATE OF AUTHENTICATION

Date of Authentication:

This Bond is one of the Bonds delivered pursuant to the within mentioned Bond Resolution.

________________________, as Registrar

By:________________________________
Authorized Officer

ASSIGNMENT

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto ____ (please print or typewrite name, address and tax identification number of assignee) ____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints____.

Attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:___________

Signature Guaranteed: In the presence of:

____

NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within Bond in every particular, without alteration or enlargement, or any change whatever.

RESOLUTION NO. 14-10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, SUPPLEMENTING TOWN RESOLUTION NO. 13-10 TO AUTHORIZE THE NEGOTIATED SALE OF TOWN OF PALM BEACH, FLORIDA PUBLIC IMPROVEMENT REVENUE AND REFUNDING BONDS, SERIES 2010A (CAPITAL IMPROVEMENT PROJECT) AND TOWN OF PALM BEACH, FLORIDA PUBLIC IMPROVEMENT REVENUE BONDS, SERIES 2010B (WORTH AVENUE COMMERCIAL DISTRICT PROJECT); APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION WITH THE SERIES 2010 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT IN CONNECTION WITH THE OFFERING OF THE SERIES 2010 BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT; REQUIRING COMPLIANCE WITHIN CERTAIN STATUTORY REQUIREMENTS; AUTHORIZING THE PURCHASE OF A BOND INSURANCE POLICY AND/OR RESERVE ACCOUNT CREDIT FACILITY IF DEEMED COST EFFECTIVE; AUTHORIZING AND DIRECTING THE TOWN MANAGER AND FINANCE DIRECTOR TO DETERMINE CERTAIN OTHER DETAILS OF SAID SERIES 2010 BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; AUTHORIZING THE PROPER OFFICIALS TO DO ALL OTHER THINGS DEEMED NECESSARY OR ADVISABLE IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID SERIES 2010 BONDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on this day the Town Council ("Town Council") of the Town of Palm Beach, Florida ("Town") adopted Resolution No. 13-10 authorizing the issuance, in one or more series, of not exceeding $61,000,000 Town of Palm Beach, Florida Public Improvement Revenue and Refunding Bonds, Series 2010A (Capital Improvement Project)(the "Series 2010A Bonds") and $16,000,000 Town of Palm Beach, Florida Public Improvement Revenue Bonds, Series 2010B (Worth Avenue Commercial District Project) (the "Series 2010B Bonds," together with the Series 2010A Bonds are collectively referred to as the "Series 2010 Bonds") and fixed certain details of said Series 2010 Bonds (the "Bond Resolution"); and

WHEREAS, the Bond Resolution referred to in the foregoing paragraph provided that certain other details of the Series 2010 Bonds would be determined by subsequent proceedings of the Town Council; and

WHEREAS, in light of current market conditions the Town Council believes it to be in the best interest of the Town to authorize the Town Manager and the Finance Director to determine the details of the Series 2010 Bonds within the parameters set forth in this Resolution; and

WHEREAS, there have been prepared with respect to the issuance and sale of the Series 2010 Bonds and submitted to the Town Council forms of:

(a) a form of Bond Purchase Agreement (the "Purchase Agreement"), attached hereto as Exhibit A, pursuant to which the Town will sell the Series 2010 Bonds to the Underwriter;

(b) a Preliminary Official Statement, relating to the Series 2010 Bonds (the "Preliminary Official Statement"), attached hereto as Exhibit B; and

(c) an Escrow Deposit Agreement (the "Escrow Deposit Agreement") by and between the County and The Bank of New York Mellon Trust Company, N.A., attached hereto as Exhibit C, pursuant to which the Town will provide for the deposit of a portion of the Series 2010A Bond proceeds in an amount sufficient to defease the Town's outstanding Revenue Bonds, Series 2003B (Capital Improvement Project) (the "Series 2003B Bonds").

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

SECTION 1. Definitions. That unless otherwise herein defined all capitalized terms shall have the meanings ascribed to such terms in the Bond Resolution.

SECTION 2. Recitals. That the foregoing findings and recitations are incorporated herein by reference and made a part hereof. All findings and determinations of the Town in the Bond Resolution are also referenced herein and are hereby repeated and reiterated as though fully set forth herein.

SECTION 3. Authorization of Series 2010A Bonds, Series 2010B Bonds. That the Bonds in the amount of not to exceed $61,000,000 shall be designated as "Town of Palm Beach, Florida Revenue and Refunding Bonds, Series 2010A (Capital Improvement Project)", and in an amount not to exceed $16,000,000 shall be designated as "Town of Palm Beach, Florida Public Improvement Revenue Bonds, Series 2010B (Worth Avenue Commercial District Project).

SECTION 4. Description and Terms of the Series 2010A Bonds and Series 2010 Bonds. The provisions for interest rates, redemption, maturity, sinking fund, purchase price, original discount, if any, dated date, whether any of the Series 2010 Bonds shall be secured by a Debt Service Reserve Account, and other terms of the Series 2010A Bonds and Series 2010B Bonds shall be as set forth in the Purchase Agreement. Notwithstanding the foregoing, in no event shall the Series 2010 Bonds bear interest at a rate or rates such that the true interest cost shall be in excess of 5.00% per annum in the case of the Series 2010A Bonds, or 5.00% per annum in the case of the Series 2010C Bonds or mature later than January 1, 2040, in the case of the Series 2010A Bonds or later than thirty (30) years from their date of issue in the case of the Series 2010B Bonds. The Town Manager, upon the advice of the Finance Director, is authorized to determine the terms of the Series 2010A Bonds and Series 2010B Bonds within the parameters of this Section 4 and Section 6 hereof. The Series 2010 Bonds will be issued pursuant to a Book-Entry System in the manner provided in the Bond Resolution.

SECTION 5. Application of Proceeds of Series 2010 Bonds. The proceeds shall be applied simultaneously with the delivery of the Series 2010 Bonds as provided by Section 3.4 of the Bond Resolution and as set forth in a certificate executed by the Finance Director, which certificate shall specify the amounts to be deposited into: (i) the Principal and Interest Account of the Sinking Fund for accrued interest, if any; (ii) to the extent any Debt Service Reserve Account is established in connection with the Series 2010 Bonds, the Debt Service Reserve Account to satisfy the Debt Service Reserve Requirement; (iii) the escrow fund created under the Escrow Deposit Agreement for the Series 2003B Bonds; (iv) the Cost of Issuance Fund for costs of issuance; and (v) the Project Fund to fund the Cost of the Project (including capitalized interest, if any).

SECTION 6. The Purchase Agreement. Subject to the parameters of Section 4 of this Resolution, the Purchase Agreement, in substantially the form submitted to this meeting and attached hereto as Exhibit "A" and made a part of this Resolution, be and the same hereby is approved, and the Series 2010 Bonds shall be sold by the Town and purchased by Citigroup Global Markets, Inc. (the "Underwriter") at a price which allows for an Underwriter's discount of not greater than one percent (1.0%) of the par amount of the Series 2010 Bonds and original issue discount of not greater than five percent (5.00%) of the par amount, plus accrued interest, if any, to the date of delivery, and on the terms and conditions set forth in the Purchase Agreement, and the Mayor or the Town Manager, are each hereby authorized and directed to execute, and the Town Clerk or deputy clerk to attest, the Purchase Agreement and to deliver the same to the Underwriter substantially in the form presented to this meeting, but with such changes, insertions and omissions (upon advice of the Town Attorney, Finance Director and Bond Counsel) as shall be approved by the Mayor or the Town Manager, as the case may be, including the term of the Series 2010 Bonds, purchase price, original issue discount, interest rates and other details of the Series 2010 Bonds as required by Section 4 hereof (such approval to be conclusively evidenced by the execution and delivery thereof), and the Town Clerk, or deputy clerk is hereby authorized and directed to affix and attest the seal of the Town thereto. Additionally, the execution and delivery of the Purchase Agreement shall be subject to delivery by the Underwriter of a truth-in-bonding statement and disclosure statement as required by Section 218.385 of the Florida Statutes. Anything in this Resolution to the contrary notwithstanding, subject to fulfilling the applicable requirements of Section 4 and Section 6 hereof the Series 2010A Bonds and Series 2010B Bonds may be sold simultaneously or at separate times as determined by the Town Manager based on prevailing market conditions.

SECTION 7. The Preliminary Official Statement. The Preliminary Official Statement relating to the Series 2010 Bonds in substantially the form submitted to this meeting and attached hereto as Exhibit "B" and filed with the minutes hereof, together with such changes, modifications and deletions as the Town Manager (upon advice of the Finance Director and Bond Counsel) shall deem appropriate, is hereby approved. The use and distribution thereof in connection with the sale of the Series 2010 Bonds is hereby approved and authorized.

SECTION 8. The Official Statement. Subject to the execution of the Purchase Agreement, the execution of the Official Statement of the Town relating to the Series 2010 Bonds, to be dated the date of execution of the Purchase Agreement (unless otherwise determined by the Town), substantially in the form of the Preliminary Official Statement, with such changes as are necessary to conform to the details of the Series 2010 Bonds and the requirements of the Purchase Agreement, as executed, is hereby approved. The Town hereby authorizes the execution of the Official Statement and the Town hereby authorizes the Official Statement and the information contained therein to be used in connection with the offering and sale of the Series 2010 Bonds. The Town hereby ratifies, approves and consents to the use by the Underwriters of the Preliminary Official Statement. The Official Statement may be modified in a manner not inconsistent with the substance thereof as shall be deemed advisable by the Town or by Bond Counsel and agreed to by the Underwriters. The Mayor (or in the absence of the Mayor, any Town Council Member) and the Town Manager are hereby further authorized to execute and deliver on behalf of the Town, the Official Statement and any amendment or supplement thereto, with such changes, modifications and deletions as the officers of the Town executing the same may deem necessary and appropriate, such execution and delivery to be conclusive evidence of the approval and authorization thereof by the Town.

SECTION 9. Paying Agent, Registrar Appointment and Escrow Agent. The Town hereby appoints The Bank of New York Mellon Trust Company, N.A. to perform the functions of the Paying Agent and Registrar in connection with the Series 2010 Bonds and as Escrow Agent under the Escrow Deposit Agreement.

SECTION 10. The Escrow Deposit Agreement. Subject to fulfillment of the requirements of Section 4 of this Resolution, the Escrow Deposit Agreement by and between the Town and The Bank of New York Mellon Trust Company, N.A., as Escrow Agent, in substantially the form submitted to this meeting and attached hereto as Exhibit C, be and the same hereby is approved, and the Mayor or the Town Manager of the Town is hereby authorized and directed to execute, and the Town Clerk, or any deputy clerk to attest, the Escrow Deposit Agreement and to deliver the same to the Escrow Agent, substantially in the form presented to this meeting, but with such changes, insertions and omissions as shall be approved by the Mayor or Town Manager (such approval to be conclusively evidenced by the execution and delivery thereof), and the Town Clerk, or any deputy clerk is hereby authorized and directed to affix and attest the seal of the Town thereof.

SECTION 11. Negotiated Sale. The Town Council hereby finds that it would be in the best interests of the Town that the Series 2010 Bonds be sold on a negotiated basis.

SECTION 12. Credit Enhancement. The Town Council hereby authorizes the purchase of bond insurance for all or a portion of the Series 2010 Bonds, a debt service reserve insurance policy if a Debt Service Reserve Account is established in connection with any of the Series 2010 Bonds or other forms of credit enhancement as shall, in the judgment of the Town Manager, upon advice of the Finance Director, be deemed necessary to generate maximum net present value savings to the Town. In determining whether to purchase bond insurance, a surety bond, letter of credit for the Series 2010 Bonds and/or the Debt Service Reserve Account, if any created in connection with any of the Series 2010 Bonds, or other forms of credit enhancement, the Town Manager shall take into consideration conditions in the credit market and the creditworthiness of the providers of such credit enhancement.

SECTION 13. Other Actions Authorized. That the Mayor, Town Council President, or in the absence of the Town Council President, the Town Council President Pro-Tem, other members of the Town Council, the Town Manager, the Finance Director and other proper officers and employees of the Town, are and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this resolution.

SECTION 14. No Conflict. That all resolutions or proceedings of the Town or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION 15. Effective Date. That this Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of January 2010.

Jack McDonald, Mayor	David A. Rosow, Town Council President
	Gail Coniglio, Town Council President Pro Tem
	William J. Diamond, Town Council Member
ATTEST:	Richard M. Kleid, Town Council Member
Joanna Cunningham, Town Clerk	Robert N. Wildrick, Town Council Member

This Preliminary Official Statement and any information contained herein are subject to completion and amendment. The Bonds may not be sold and offers to buy may not be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances may this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. The Town has deemed this Preliminary Official Statement "Final" except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission.

NEW ISSUE-BOOK-ENTRY ONLY

In the opinion of Edwards Angell Palmer & Dodge LLP, Bond Counsel, based upon an analysis of existing law and assuming, among other matters, compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986. Interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes. Bond Counsel expresses no opinion as to whether some or all interest on the Series A Bonds is included in adjusted current earnings in calculating federal corporate alternative minimum taxable income. Interest on the Series B Bonds is not included in adjusted current earnings when calculating corporate alternative minimum taxable income. Bond Counsel is also of the opinion that the Bonds and the interest thereon are exempt from taxation under the existing laws of the State of Florida, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined therein. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See "TAX MATTERS" herein.

TOWN OF PALM BEACH, FLORIDA

$_____________*	**$ ___________ ***
Public Improvement Revenue and Refunding Bonds, Series 2010A (Capital Improvement Program)	**Public Improvement Revenue Bonds, Series 2010B (Worth Avenue Commercial District Project)**

Dated: Date of Delivery **Due: January 1, as shown on the inside cover**

The Town of Palm Beach, Florida (the "Town") is issuing its Public Improvement Revenue and Revenue Refunding Bonds, Series 2010A (Capital Improvement Program) (the "Series A Bonds") and its Public Improvement Revenue Bonds, Series 2010B (Worth Avenue Commercial District Project) (the "Series B Bonds," and collectively with the Series A Bonds, the "Bonds") as fully registered bonds initially registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. The Bonds will be available to purchasers in principal denominations of $5,000 and integral multiples thereof under the book-entry system maintained by DTC through brokers and dealers who are, or act through, DTC Participants. Purchasers will not receive physical delivery of the Bonds. Beneficial Owners of Bonds must maintain an account with a broker or dealer who is, or acts through, a DTC Participant in order to receive payment of the principal of and interest on such Bonds. See "BOOK-ENTRY ONLY SYSTEM" herein.

* Preliminary; subject to change

[The Bank of New York Mellon Trust Company, N.A.], will serve as the initial Paying Agent and Registrar for the Bonds.

Interest on the Bonds is payable on each January 1 and July 1, commencing July 1, 2010, until maturity or earlier redemption. The Bonds are subject to redemption prior to maturity as described herein. See "DESCRIPTION OF THE BONDS—Redemption Provisions."

The Bonds are being issued by the Town pursuant to Resolution No. _________, adopted on January 12, 2010, as amended and supplemented (the "Resolution") for the purpose of providing the funds needed to (i) finance or refinance replacements and improvements to portions of the Town's sanitary sewer, storm water, street lighting and traffic signal infrastructure and renovations to the Town's Par 3 golf course, (ii) refund certain outstanding indebtedness of the Town, (iii) finance or refinance street, sidewalk and drainage improvements in the Worth Avenue Commercial District, (iv) pay capitalized interest on the Bonds; and (v) pay the costs of issuing the Bonds. See "PURPOSE OF THE BONDS," "DESCRIPTION OF THE PROJECT AND PLAN OF REFINANCING" and "ESTIMATED SOURCES AND USES OF PROCEEDS OF THE BONDS."

The principal of and interest on the Bonds are payable from and secured by a pledge of and a lien on the "Pledged Revenues", consisting primarily of "Non-Ad Valorem Revenues" budgeted and appropriated by the Town on an annual basis for the purpose of paying debt service on the Bonds. The Series B Bonds are additionally secured by special assessments to be levied against the real property in the Worth Avenue Commercial District. See "SECURITY FOR THE BONDS."

THE BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OF THE TOWN WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE OF FLORIDA BUT SHALL BE PAYABLE FROM AND SECURED SOLELY BY A LIEN UPON AND A PLEDGE OF THE PLEDGED REVENUES IN THE MANNER AND TO THE EXTENT PROVIDED IN THE RESOLUTION. NO BONDHOLDER SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE TOWN OR TAXATION IN ANY FORM ON ANY REAL OR PERSONAL PROPERTY TO PAY SUCH BONDS OR THE INTEREST THEREON, NOR SHALL ANY BONDHOLDER BE ENTITLED TO PAYMENT OF SUCH PRINCIPAL OR INTEREST FROM ANY OTHER FUNDS OF THE TOWN OTHER THAN AS PROVIDED IN THE RESOLUTION. FURTHERMORE, NO BONDHOLDER SHALL EVER HAVE A LIEN ON THE PROJECTS FINANCED WITH PROCEEDS OF THE BONDS.

This cover page contains information for quick reference only. It is not a summary of the issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Bonds are offered when, as and if issued and received by the Underwriter, subject to approval of legality by Edwards Angell Palmer & Dodge LLP, West Palm Beach, Florida, Bond Counsel. Certain legal matters will be passed on for the Town by its counsel, Jones, Foster, Johnston & Stubbs, P.A., West Palm Beach, Florida, and for the Underwriter by its counsel, Ruden, McClosky, Smith, Schuster & Russell, P.A., West Palm Beach, Florida. The Bonds are expected to be delivered through the facilities of DTC in New York, New York on or about February ___, 2010.

The date of this Official Statement is __________ ___, 2010.

Citi

MATURITIES, AMOUNTS, INTEREST RATES, YIELDS AND INITIAL CUSIP NUMBERS

$_______ *Public Improvement Revenue and Refunding Bonds, Series 2010A (Capital Improvement Program)

$__________ *Serial Bonds

Maturity (January 1)	Amount	Interest Rate	Yield	Initial CUSIP No.

$__________ * _____% Term Bonds Due January 1, [_____] Yield ___% Initial CUSIP No.[1] ____________

$_______ *Public Improvement Revenue Bonds, Series 2010B (Worth Avenue Commercial District Project)

$__________ *Serial Bonds

Maturity (January 1)	Amount	Interest Rate	Yield	Initial CUSIP No.[1]

* Preliminary; subject to change

[1] The Town takes no responsibility for the CUSIP numbers, which are included solely for the convenience of the purchases of the Bonds.

RM:7088610:1

$__________ *_____% Term Bonds Due January 1, **[____]** Yield ___% Initial CUSIP No.[1] ___________

RM:7088610:1

TOWN OF PALM BEACH, FLORIDA
360 South County Road
Palm Beach, FL 33480
(561) 838-5444

TOWN COUNCIL

JACK MCDONALD .... Mayor
DAVID A. ROSOW .... Town Council President
GAIL CONIGLIO....................... Town Council President Pro-Tem
WILLIAM J. DIAMOND............................ Town Council Member
RICHARD M. KLEID................................ Town Council Member
ROBERT N. WILDRICK............................ Town Council Member

Town Manager
PETER B. ELWELL

Town Attorney
JOHN C. RANDOLPH
JONES, FOSTER, JOHNSTON & STUBBS, P.A.

Town Clerk
JOANNA CUNNINGHAM

Town Finance Director
JANE STRUDER

Town Public Works Director
H. PAUL BRAZIL

Bond Counsel
EDWARDS ANGELL PALMER & DODGE LLP

RM:7088610:1

NO DEALER, BROKER, SALESMAN OR ANY OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE TOWN OF PALM BEACH, FLORIDA (THE "TOWN") OR THE UNDERWRITER SET FORTH ON THE COVER PAGE OF THIS OFFICIAL STATEMENT. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY ANY OF THE HEREIN DESCRIBED BONDS, NOR MAY THERE BE ANY SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER WILL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE TOWN SINCE THE DATE HEREOF.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT: *THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.*

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS OFFERED HEREBY AT LEVELS ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZATION, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAWS, NOR HAS THE RESOLUTION BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE TOWN AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER GOVERNMENTAL ENTITY OR AGENCY (OTHER THAN THE TOWN) WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT OR APPROVED OR RECOMMENDED THE BONDS FOR SALE. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS EITHER IN BOUND PRINTED FORM ("ORIGINAL BOUND FORMAT") OR IN ELECTRONIC FORMAT ON THE WEBSITE [www.MuniOS.com]. THIS OFFICIAL

STATEMENT MAY BE RELIED UPON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT OR IF IT IS PRINTED IN FULL DIRECTLY FROM SUCH WEBSITE.

THIS PRELIMINARY OFFICIAL STATEMENT IS IN A FORM DEEMED FINAL BY THE TOWN FOR PURPOSES OF RULE 15c2-12 PROMULGATED UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR CERTAIN INFORMATION PERMITTED TO BE OMITTED PURSUANT TO RULE 15c2-12(b)(1)

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APPENDICES

OFFICIAL STATEMENT

TOWN OF PALM BEACH, FLORIDA

$_____________*	**$_____________***
Public Improvement Revenue and Refunding Bonds, Series 2010A (Capital Improvement Program)	**Public Improvement Revenue Bonds, Series 2010B (Worth Avenue Commercial District Project)**

INTRODUCTION

The purpose of this Official Statement is to set forth certain information relating to the Town of Palm Beach, Florida (the "Town") and the issuance by the Town of $____________* principal amount of its Public Improvement Revenue and Refunding Bonds, Series 2010A (Capital Improvement Program) (the "Series A Bonds") and $____________ *principal amount of its Public Improvement Revenue Bonds, Series 2010B (Worth Avenue Commercial District Project) (the "Series B Bonds," and collectively with the Series A Bonds, the "Bonds"). The Bonds are being issued pursuant to the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the Town and other applicable provisions of law (collectively, the "Act"), and pursuant to a resolution of the Town adopted on January 12, 2010, as amended and supplemented (the "Resolution.")

The principal of and interest on the Bonds are payable from and secured solely by a pledge of and a lien on the Pledged Revenues, consisting primarily of Non-Ad Valorem Revenues budgeted and appropriated by the Town on an annual basis. The pledge and lien granted pursuant to the Resolution arises only upon deposit by the Town, on the fifth business day prior to each Interest Payment Date, of Non-Ad Valorem Revenues into the Sinking Fund established pursuant to the Resolution. The Series B Bonds are additionally secured by special assessments to be levied against the real property in the Worth Avenue Commercial District. See "SECURITY FOR THE BONDS" herein.

The Bonds shall not be or constitute general obligations of the Town within the meaning of the Constitution of the State of Florida but shall be payable from and secured solely by a lien upon and a pledge of the Pledged Revenues in the manner and to the extent provided in the Resolution. No Bondholder shall ever have the right to compel the exercise of the ad valorem taxing power of the Town or taxation in any form on any real or personal property to pay such Bonds or the interest thereon, nor shall any Bondholder be entitled to payment of such principal or interest from any other funds of the Town other than as provided in the Resolution. Furthermore, no Bondholder shall ever have a lien on the projects financed with proceeds of the Bonds.

* Preliminary; subject to change

Capitalized terms not otherwise defined in this Official Statement will have the same meanings assigned to such terms in the Resolution. See "APPENDIX A—The Resolution." This Official Statement also includes summaries of, and references to, the Bonds, the Resolution, statutes, and various documents and instruments. The summaries of, and references to, the Bonds, the Resolution, statutes and various documents and instruments herein do not purport to be complete, comprehensive or definitive and each such summary and reference is qualified in its entirety by reference to the Bonds, the Resolution and the applicable document, statute, or instrument.

This Official Statement speaks only as of its date, and the information contained herein is subject to change.

PURPOSE OF THE BONDS

The Bonds are being issued by the Town for the purpose of providing the funds needed to (i) finance or refinance (a) replacements and improvements to portions of the Town's sanitary sewer, storm water, street lighting and traffic signal infrastructure (the "Town Infrastructure Project"); (b) renovations to the Town's par 3 golf course (the "Golf Course Project"); (ii) refund the Town's Revenue Refunding Bonds, Series 2003B (Capital Improvement Project) and prepay the Town's Public Improvement Revenue Note, Series 2008 and amounts drawn on the Town's Public Improvement Revenue Note, Series 2009; (iii) finance or refinance street, sidewalk and drainage improvements in the Worth Avenue Commercial District (the "Worth Avenue Project" and collectively with the Town Infrastructure Project and the Golf Course Project, the "Project"); (iv) pay capitalized interest on the Bonds through July 1, 2010; and (v) pay the costs of issuing the Bonds.

DESCRIPTION OF THE PROJECT AND PLAN OF REFINANCING

The Project

The Project consists of the Town Infrastructure Project, the Golf Project and the Worth Avenue Project. Brief descriptions of each follow:

<u>Town Infrastructure Project</u>

The Town Infrastructure Project consists of those certain improvements to the Town's infrastructure that were identified in the Town's 20 year Capital Improvement Plan which are now planned to be constructed in fiscal years 2010, 2011 and 2012. The work will be undertaken in all parts of the Town, including a Town owned force main in the City of West Palm Beach, and will consist of the following basic elements:

Renovate, moderate and upgrade stormwater pump stations.
Renovate, modernize and upgrade wastewater pump stations.
Construct storm drainage trunk lines and interconnects.
Replace and increase diameter of sewage force mains.
Repair or replace leaking or deteriorated gravity storm sewer lines.
Repair or replace leaking or deteriorated gravity standby sewer lines.

Repair emergency ocean outfall junction box.
Pay the Town's portion of the cost of purchasing a pelletizer for the East Central Regional Water Reclamation Facility.
Replacement of deteriorated existing Town owned street lights.
Upgrade traffic signals and traffic signal interconnects.

The estimated costs of these improvements is $40,234,000.

Golf Course Project

The Town owns and operates an eighteen hole par 3 golf course. The Town recently completed a $4,850,000 program of renovations to the golf course that consisted of renovation and upgrading of tees, greens, fairways, landscaping, parking lot, irrigation system, irrigation pump house, storm drainage system and bulkhead, and installation of a Floridan aquifer well. Of the $4,850,000 cost, $2,850,000 was paid by donations from Town residents. $2,000,000 of the proceeds of the Bonds will be used to reimburse the Town for the amounts it expended for the Golf Course Project.

Worth Avenue Project

The Worth Avenue Project is a major streetscape project encompassing large portions of the Worth Avenue Commercial District, including the three primary blocks of historic Worth Avenue, one of America's premiere luxury shopping destinations. The streetscape will consist of a clock tower and entry piers, wider and more visually attractive sidewalks, new curbs and gutters, new crosswalks, new streetlights and landscaping, repaving, new signage, and construction of a piazza. There will also be renewal and replacement of water, sewer, drainage and natural gas utility infrastructure and conversion of overhead utility lines to underground service.

Owners of benefitted properties in the Worth Avenue Commercial District will be assessed to pay the costs of the Worth Avenue Project. Those assessments will be payable over a thirty year period. Those assessments will be security for the Series B Bonds, in addition to the Non-Ad Valorem Revenues. See " SECURITY FOR THE BONDS – Additional Security for Series B Bonds."

The total anticipated cost of the Worth Avenue Project is currently **[$14,500,000]**. Construction of the Worth Avenue Project is scheduled to begin in **[May of 2010]** and to be completed in November of 2010.

Plan of Refinancing.

A portion of the proceeds of the Series A Bonds will be used to advance refund the Town's Revenue Refunding Bonds, Series 2003B (Capital Improvement Project), currently outstanding in the principal amount of $5,310,000 (the "Series 2003 Bonds"), and to prepay the Town's Public Improvement Revenue Note, Series 2008, currently outstanding in the principal amount of $10,000,000 (the "Series 2008 Note") and the Town's Public Improvement Revenue

Note, Series 2009, which has been drawn on in the amount of **[$600,000.00]** (the "Series 2009 Note"). In the case of the Series 2003 Bonds, the Town will enter into an Escrow Deposit Agreement with **[The Bank of New York Mellon Trust Company, N.A.**], and the Town will obtain a verification report, in order to defease the Series 2003 Bonds in accordance with their terms. See "VERIFICATION OF MATHEMATICAL COMPUTATIONS" herein. The Series 2008 Note and the Series 2009 Note can be prepaid at any time without premium or penalty.

ESTIMATED SOURCES AND USES OF PROCEEDS OF THE BONDS

The table below sets forth the expected sources and uses of proceeds of the Bonds.

Sources

Principal Amount of Series A Bonds	$_____________
Principal Amount of Series B Bonds	$_____________
[Plus/Minus] Net Original Issue [Premium/Discount]	$_____________
Total Sources	$________________

Uses

Deposit to Project Account (Town Infrastructure and Golf Course Projects)	$____________
Deposit to Project Account (Worth Avenue Project)	____________
Redemption of Outstanding Indebtedness	____________
Cost of Issuance, including Underwriter's Discount	____________
Total Uses	$________________

DESCRIPTION OF THE BONDS

General Description

The Bonds will be issued as fully registered bonds, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds. Individual purchases of the Bonds will be made in book-entry form only, and purchasers will not receive physical delivery of the Bonds or any certificate representing their beneficial ownership interest in the Bonds. See "BOOK-ENTRY ONLY SYSTEM" herein.

The Bonds are available to purchasers in principal denominations of $5,000 or any integral multiple thereof. The Bonds will be dated as of the date of their initial issuance and will bear interest from that date at the rates (calculated based upon a year of 360 days consisting of twelve thirty-day months) and will mature on the dates and in the amounts set forth on the inside cover page of this Official Statement. Interest on the Bonds will be payable on January 1 and

July 1 of each year, commencing on July 1, 2010. **[The Bank of New York Mellon Trust Company, N.A.]** will act as Paying Agent and Registrar for the Bonds.

Registration, Transfer and Exchange

The Registrar will keep books for the registration of transfers and exchanges of the Bonds. The Town, the Registrar and the Paying Agent shall deem and treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of receiving payment of principal of and interest due thereon and for all other purposes. In the event the book-entry only system of registration of the Bonds, described below under "BOOK-ENTRY ONLY SYSTEM." is discontinued, the Bonds will be subject to transfer and exchange as more fully described in the Resolution. See "APPENDIX A—The Resolution."

Redemption Provisions

Redemption of Series A Bonds

The Series A Bonds are subject to redemption prior to maturity as described below:

Optional Redemption. The Series A Bonds maturing on or before January 1, **[2020]** will not be subject to optional redemption prior to maturity. The Series A Bonds maturing on or after January 1, **[2021]** are subject to redemption prior to maturity at the option of the Town, in whole or in part, at any time on or after January 1, **[2020]**, and if in part, in maturities determined by the Town and by lot within a maturity, at a redemption price equal to 100% of the principal amount of the Series A Bonds to be redeemed, plus accrued interest to the date of redemption.

Mandatory Redemption. The Series A Bonds maturing on January 1, **[____]** (the "Series A Term Bonds") are subject to mandatory redemption in part prior to maturity by lot, at redemption prices equal to 100% of the principal amount thereof plus interest accrued to the redemption date in the following principal amounts and on the following dates:

Series A Term Bonds

Year (January 1)	Amount

*Final maturity, not a redemption.

Redemption of Series B Bonds

The Series B Bonds are subject to redemption prior to maturity as described below:

Optional Redemption. The Series B Bonds maturing on or before January 1, **[2020]** will not be subject to optional redemption prior to maturity. The Series B Bonds maturing on or after

January 1, **[2021]** are subject to redemption prior to maturity at the option of the Town, in whole or in part, at any time on or after January 1, **[2020]**, and if in part, in maturities determined by the Town and by lot within a maturity, at a redemption price equal to 100% of the principal amount of the Series B Bonds to be redeemed, plus accrued interest to the date of redemption.

Mandatory Redemption. The Series B Bonds maturing on January 1, **[____]** (the "Series B Term Bonds") are subject to mandatory redemption in part prior to maturity by lot, at redemption prices equal to 100% of the principal amount thereof plus interest accrued to the redemption date in the following principal amounts and on the following dates:

Series B Term Bonds

Year (January 1)	Amount

*Final maturity, not a redemption.

Extraordinary Mandatory Redemption.

[If applicable, to apply to money received by the Town from prepayment of special assessments]

Notice of Redemption of the Bonds. In the event any of the Bonds are called for redemption, the Paying Agent will give notice of the redemption of such Bonds, which notice will (i) specify the Bonds, including series designation, to be redeemed, the CUSIP numbers, certificate numbers, the date of issue, interest rate, maturity date of the Bonds redeemed, the redemption date, the date of notice, the redemption price and the place or places where amounts due upon such redemption will be payable, and, if less than all of the Bonds are to be redeemed, the numbers of the Bonds, and the portions of Bonds, so to be redeemed, (ii) state that on the redemption date, the Bonds to be redeemed will cease to bear interest, and (iii) state any conditions to the redemption and that if such conditions are not met, that such redemption will not occur.

Notice of redemption will be given by the Paying Agent not less than 30 days nor more than 60 days prior to the date fixed for redemption. So long as the Bonds are registered in book-entry form, notices of redemption will be given by the Paying Agent only to DTC. See "BOOK-ENTRY ONLY SYSTEM."

Failure to mail any such notice (or any defect therein) to one or more Bondholders will not affect the validity of any proceedings for such redemption with respect to Bondholders to which notice was duly mailed.

Any Bonds which have been duly selected for redemption and for which funds have been set aside with the Paying Agent will cease to bear interest on the specified redemption date.

BOOK-ENTRY ONLY SYSTEM

The following contains a description of the procedures and operations of The Depository Trust Company ("DTC") and is based upon information provided by DTC. Neither the Town nor the Underwriter have independently investigated or verified such procedures and operations and assume no responsibility for the accuracy or completeness of the description thereof.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered bond certificate will be issued in the aggregate principal amount of each maturity of the Bonds, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues and money market instruments (from over 100 countries) that DTC's Participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participant's records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Resolution. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

The redemption price and principal and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the issuer or the Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption price and principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the issuer or the Paying Agent, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Town or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Town may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event Bond certificates will be printed and delivered to DTC.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE HOLDER OF THE BONDS OR REGISTERED OWNERS OF THE BONDS SHALL MEAN DTC AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE BONDS.

The Town can make no assurances that DTC will distribute payments of principal of, redemption price, if any, or interest on the Bonds to the Direct Participants, or that Direct and Indirect Participants will distribute payments of principal of, redemption price, if any, or interest on the Bonds or redemption notices to the Beneficial Owners of such Bonds or that they will do so on a timely basis, or that DTC or any of its Participants will act in a manner described in this Official Statement. The Town is not responsible or liable for the failure of DTC to make any payment to any Direct Participant or failure of any Direct or Indirect Participant to give any notice or make any payment to a Beneficial Owner in respect to the Bonds or any error or delay relating thereto.

The rights of holders of beneficial interests in the Bonds and the manner of transferring or pledging those interests is subject to applicable state law. Holders of beneficial interests in the Bonds may want to discuss the manner of transferring or pledging their interest in the Bonds with their legal advisors.

NEITHER THE TOWN NOR THE PAYING AGENT SHALL HAVE ANY OBLIGATION WITH RESPECT TO ANY PARTICIPANT OR BENEFICIAL OWNER OF THE BONDS DURING SUCH TIME AS THE BONDS ARE REGISTERED IN THE NAME OF A SECURITIES DEPOSITORY PURSUANT TO A BOOK-ENTRY ONLY SYSTEM OF REGISTRATION.

SECURITY FOR THE BONDS

Limited Obligations

The Bonds are limited obligations of the Town and are payable solely in the manner and to the extent set forth in the Resolution. The Bonds shall not be or constitute general obligations of the Town within the meaning of the Constitution of the State of Florida but shall be payable from and secured solely by a lien upon and a pledge of the Pledged Revenues in the manner and to the extent provided in the Resolution. No Bondholder shall ever have the right to compel the exercise of the ad valorem taxing power of the Town or taxation in any form on any real or personal property to pay such Bonds or the interest thereon, nor shall any Bondholder be entitled to payment of such principal or interest from any other funds of the Town other than as provided in the Resolution. Furthermore, no Bondholder shall ever have a lien on the projects financed with proceeds of the Bonds.

The Pledged Revenues

The Pledged Revenues consist of Non-Ad Valorem Revenues budgeted and appropriated annually by the Town for the purpose of paying debt service on the Bonds.

"Non-Ad Valorem Revenues" means legally available revenues of the Town derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the Town of debt service on the Bonds, after the payment of the principal of and interest on any obligations of the Town hereafter issued which have a prior pledge on any source of the Non-Ad Valorem Revenues and Project Grant Moneys (as defined in the Resolution); provided, however, that for the purposes of the financial tests in the Resolution relating to debt service coverage and the issuance of additional Non-Self Supporting Debt, "Non-Ad Valorem Revenues" shall have the meaning set forth herein under the caption "SECURITY FOR THE BONDS—Future Non-Self Supporting Debt Payable From Non-Ad Valorem Revenues."

Covenant to Budget and Appropriate

Pursuant to the Resolution, the Town has covenanted to appropriate in its annual budget in each Fiscal Year, by amendment if necessary, Non-Ad Valorem Revenues in amounts sufficient to pay the principal of, redemption premium, if any, and interest on the Bonds, as the same become due (whether by redemption, at maturity or otherwise), to reinstate any Reserve Account Credit Facility on deposit in the Debt Service Reserve Account (to the extent established for any Series of Bonds), to restore any deficiency in the Reserve Account (to the extent established for any Series of Bonds) or any other fund or account created and established under the Resolution for the Bonds and to pay the fees and expenses of the Paying Agent, the Registrar and the Reserve Account Credit Facility Issuer, if any, and any other expenses of the Town relating to the Bonds. The Town's covenant to budget and appropriate Non-Ad Valorem Revenues does not create a lien on, or constitute a pledge by the Town of, such Non-Ad Valorem Revenues to the repayment of the Bonds. Until such time as the Town has budgeted and appropriated Non-Ad Valorem

Revenues for the payment of the Bonds, such covenant does not give the Paying Agent a prior claim on such Non-Ad Valorem Revenues as opposed to claims of general creditors of the Town.

The Town's covenant to budget and appropriate does not require the Town to levy and collect any particular Non-Ad Valorem Revenues or to maintain, continue or increase any particular source of Non-Ad Valorem Revenues. The Town's covenant to budget and appropriate Non-Ad Valorem Revenues pursuant to the Resolution is subject to the provisions of applicable State law, which preclude the Town from expending moneys not appropriated or in excess of its current budgeted revenues.

Subject to the limitation upon the incurrence of additional Non-Self Supporting Debt payable from Non Ad-Valorem Revenues as described below under "SECURITY FOR THE BONDS—Future Non-Self Supporting Debt Payable From Non-Ad Valorem Revenues," there is no limitation in the Resolution on the Town's ability to pledge or covenant with respect to the Non-Ad Valorem Revenues or any component thereof to indebtedness or other legally permissible purposes. Accordingly, until such time as the Town has appropriated Non-Ad Valorem Revenues for the Bonds, the Town's covenant to budget and appropriate in the Resolution is also subject to any lien upon or pledge of any such Non-Ad Valorem Revenues to indebtedness of the Town hereafter incurred, including the debt service on bonds or other obligations. In the event the Town pledges one or more sources of Non-Ad Valorem Revenues to secure indebtedness other than the Bonds, the pledged Non-Ad Valorem Revenues would be required to be used to pay such other indebtedness prior to being available to pay debt service on the Bonds.

Additional Security for Series B Bonds

The Series B Bonds will be additionally secured by a pledge of non-ad valorem special assessments levied on the real property located in the Worth Avenue Commercial District (the "Worth Avenue Special Assessments"). The Worth Avenue Commercial District is an area in the heart of the Town approximately **[___]** blocks by **[___]** blocks in size, and consisting of approximately **[___]** commercial parcels and **[____]** residential parcels.

The Town will engage the services of an appropriate professional to prepare an assessment methodology study to determine the special benefit that the Worth Avenue Project will provide to each parcel in the Worth Avenue Commercial District. Based on that study, the Town will adopt an assessment roll identifying each property in the Worth Avenue Special Assessments that will be benefitted by the Worth Avenue Project, and imposing a special assessment on that property in an amount not greater than the benefit accruing to such parcel from the Worth Avenue Project. The Worth Avenue Special Assessments will be payable over a period of thirty (30) years, with the first installment to be collected on the ad valorem tax bills sent out in November of 2010. Property owners will be permitted to prepay their special assessment at any time; in such event the Town **[will/will not]** redeem a proportionate principal amount of the Series B Bonds. See "DESCRIPTION OF THE BONDS – Redemption Provisions – Redemption of Series B Bonds – Extraordinary Mandatory Redemption."

According to the records of the Palm Beach County Property Appraiser, as of January 1, 2009, the total assessed valuation for ad valorem tax purposes of the real property within the Worth Avenue Commercial District was **[$__________________]**. The assessed valuation is prepared annually by the Palm Beach County Property Appraiser for the purpose of creating the basis for the levy of ad valorem taxes each year by the various taxing authorities in the County, including the Town. No representation can be made that the assessed valuation established by the Palm Beach County Property Appraiser for a given property reflects the fair market value of such property.

The Worth Avenue Special Assessments will be collected, and payment enforced, in the same manner that ad valorem property taxes are collected, as authorized by Section 197.3632, Florida Statutes. Chapter 197, Florida Statutes, governs the procedure for the collection of ad valorem taxes and non-ad valorem assessments that are collected in the same manner as ad valorem taxes. The collection of delinquent taxes upon real property in each county is based upon the sale by the tax collector in that county of "tax certificates" and remittance of the proceeds of such sale to the various governmental entities levying taxes for the payment of the taxes due. The demand for tax certificates is dependent upon various factors, including the interest which can be earned by ownership of such certificates, the total ad valorem and non-ad valorem taxes imposed on the land which is the subject of such certificates, and the value of the land which is the subject of such certificates and which, as described below, may be subject to sale at the demand of the certificate holder. Therefore, the underlying market value of the land in the Worth Avenue Commercial District may affect the demand for such certificates and therefore the successful collection of the Worth Avenue Special Assessments which are part of the security for the Series B Bonds. If a tax sale certificate has not been paid within a two (2) year period, the holder has the right to force a public sale of the subject property to effect the redemption of all outstanding tax sale certificates on the subject property.

The Worth Avenue Special Assessments do not secure the Series A Bonds.

Outstanding Town Indebtedness

The Town does not have any general obligation bonds outstanding. The Town has one outstanding bond issues and two outstanding bank loans, its Revenue Refunding Bonds, Series 2003B (Capital Improvement Project), currently outstanding in the principal amount of $5,310,000 (the "Series 2003 Bonds"), its Public Improvement Revenue Note, Series 2008, currently outstanding in the principal amount of $10,000,000, the proceeds of which were used for renovations to the Town Hall (the "Series 2008 Note") and its Public Improvement Revenue Note, Series 2009, of which **[$600,000.00]** has been drawn, which is being used to pay initial expenses of the Worth Avenue Project. All of these financings are secured by a covenant to budget and appropriate Non-Ad Valorem Revenues. All of these existing obligations will be redeemed out of the proceeds of the Bonds and thereafter will no longer be outstanding.

As of the date hereof, there is no outstanding indebtedness of the Town secured by a pledge of any particular sources of Non-Ad Valorem Revenues and the Town does not currently have any plans to issue any such indebtedness.

Future Non-Self- Supporting Debt Payable From Non-Ad Valorem Revenues

Pursuant to the Resolution, the Town covenants that in each Fiscal Year while any Bonds are Outstanding, the total Non-Self-Supporting Debt Service due in any Fiscal Year of the Town will not exceed 50% of Non-Ad Valorem Revenues of the Town. In addition, the Town has covenanted and agreed that it will not incur any indebtedness payable from or supported by a pledge of the Non-Ad Valorem Revenues unless the Town can show that following the incurrence of such additional indebtedness, (i) the total amount of Non-Ad Valorem Revenues (based on the most recent Fiscal Year) will be greater than twice the then Maximum Debt Service, and (ii) the total amount of Non-Ad Valorem Revenues in each Fiscal Year in which Bonds are Outstanding (based on reasonable projections of the Town) will be greater than 2.00 times the Non-Self-Supporting Debt in each such Fiscal Year.

Pursuant to the Resolution, for purposes of determining compliance with the foregoing test, the term "Non-Ad Valorem Revenues" means all legally available revenues of the Town derived from any source whatever, other than ad valorem taxation on real and personal property, which are legally available for payment by the Town of Non-Self-Supporting Debt, excluding Project Grant Moneys, non-ad valorem special assessments which are exclusively pledged to the payment of obligations secured by the special assessments ("Special Assessment Obligations"), and Direct Payments (as defined in the Resolution), regardless of whether a particular source of Non-Ad Valorem Revenues has been pledged to any specific Non-Self-Supporting Debt or may not otherwise be available to pay debt service on any specific Non-Self-Supporting Debt. It should be noted that pursuant to applicable Florida law certain components of Non-Ad Valorem Revenues may not be legally available to pay debt service on the Bonds.

"Non-Self-Supporting Debt" means debt service on debt obligations of the Town other than debt obligations relating to an enterprise fund or general obligation bonds of the Town or Special Assessment Obligations. In addition, for purposes of the foregoing (i) "Non-Self-Supporting Debt Service" means the debt service on Non-Self-Supporting Debt, and (ii) "Maximum Debt Service" means, at any time, the maximum amount required in the then current or any future Fiscal Year to pay (a) all Non-Self-Supporting Debt, and (b) the proposed indebtedness of the Town (i) which will be payable from Non-Ad Valorem Revenues or (ii) for which the Non-Ad Valorem Revenues will be pledged.

[The foregoing notwithstanding, in the event any Bonds are additionally secured by non-ad valorem special assessments, debt service on such Bonds shall be calculated net of the amount of non-ad valorem special assessments collected during the prior fiscal year provided that at least 90% of the non-ad valorem special assessments imposed in the prior fiscal year are collected, and in such event such non-ad valorem special assessments are not included in the calculation of Non-Ad Valorem Revenues. If less than 90% of the non-ad valorem special assessments imposed in the prior fiscal year are collected, the debt service on the Bonds additionally secured by non-ad valorem special assessments will be included as Non-Self-Supporting Debt Service, but the Town will be permitted to treat the non-ad valorem special assessments that were collected as Non-Ad Valorem Revenues.]

In determining Maximum Debt Service, the Town will calculate the interest rate on obligations bearing a variable rate of interest at the greater of (A) one hundred ten percent (110%) of the average interest rate on such variable rate bonds during the twenty four (24) months ending with the month preceding the date of calculation or such shorter period that such variable rate bonds shall have been outstanding, and (B) the actual rate of interest on such variable rate bonds on the date of calculation; provided that if a series of variable rate bonds had not been outstanding prior to the date of calculation, the amount set forth in clause (A) above shall be calculated as though such variable rate bonds had been outstanding for the twenty four (24) month period by using (i) one hundred ten percent (110%) of the average of the SIFMA Municipal Index for the twenty four (24) months ending with the month preceding the date of calculation, and (ii) if the variable rate bonds are taxable bonds, the one month LIBOR rate.

Reserve Account

There will be no Debt Service Reserve Account created for the benefit of the holders of the Series A and Series B Bonds. Accordingly, the provisions in the Resolution attached hereto as Appendix "A" relating to the Debt Service Reserve Account do not apply to the Series A and Series B Bonds.

THE TOWN

The Town is a municipal corporation organized and existing under the laws of the State of Florida. The Town, an island, is located on the east coast of Florida in the eastern portion of Palm Beach County. The land area of the Town is approximately 3.77 square miles with 12.1 miles of coastline on the Atlantic Ocean. The Town is a unique, internationally famous residential/estate community known for its distinctive architecture and landscaping, gracious estate homes and condominiums, golf courses and clubs, attractive stores and restaurants. The Town is bound on the west by the intracoastal waterway (Lake Worth), the north by the Palm Beach Inlet, the east by the Atlantic Ocean and on the south by the Town of South Palm Beach.

Town Government

The Town, incorporated in 1911, is governed by an elected mayor and a five member council. The Mayor's term is for two years. The five members of the Town Council are elected at large and serve overlapping two year terms. The Town Council is presently composed of the following:

NAME	OFFICE	TERM EXPIRES
Jack McDonald	Mayor	February, 2011
David A. Rosow	Town Council President	February, 2010
Gail Coniglio	Town Council President Pro-Tem	February, 2011
William J. Diamond	Town Council Member	February, 2011
Richard M. Kleid	Town Council Member	February, 2010

The Town Council meets in regular session once a month for purposes of setting policy and carrying out the legislative matters of the Town. The administrative day to day responsibilities are carried out through the Town Manager who is appointed by the Town Council. The Town Manager is Peter B. Elwell, who has served as the Town Manager since February of 2001. All of the Town departments and staff report to the Town Manager. The Town has approximately 400 full time equivalent employees. There are two labor unions, one representing the Town's Fire Rescue personnel and one representing the Town's Police Department personnel.

Services Provided by the Town

The Town provides various services such as street and sidewalk maintenance, police, fire and emergency medical services, beach rescue services, garbage and yard trash collection, storm and sanitary sewer collection services and recreational programs. Town residents pay for garbage and yard trash collection, sanitary sewage and stormwater utility services by means of their ad valorem property taxes.

Pension and Other Post Employment Benefits

The Town administers three single employer, defined benefit pension plans. The General Employees Pension Trust Fund covers substantially all full time employees and lifeguards. The Police Officers' Retirement System covers substantially all full time Police Officers and the Firefighters' Retirement System covers substantially all full time Fire-Rescue personnel. The Town Council is authorized to establish benefit levels and to approve the actuarial assumptions used in the determination of contribution levels. The contributions and benefits are segregated in the General Employees Plan between general employees and lifeguards. Based on those actuarial assumptions, as of September 30, 2008, the General Employees Pension Trust Fund was 88 % funded, the Police Officers' Retirement System was 90% funded and the Firefighters' Retirement System was 80 % funded.

The Town also administers a single employer, defined benefit postemployment healthcare plan ("OPEB") that covers retired employees of the Town and their dependents. The plan currently provides for the payment of 52% of the health insurance premiums for eligible retired employees and dependents. Based on the actuarial assumptions made by the Town, as of September 30, 2008, the Town of Palm Beach OPEB Trust had an excess of $14,097,870 over what was actuarially required.

Population

The following table sets forth the estimated permanent population of the Town between 1950 and 2008.

Town of Palm Beach
ESTIMATED POPULATION

Year	Population
1950	3,886
1960	6,055
1970	9,086
1980	9,729
1990	9,814
2000	9,676
2008	9,797

Sources: U.S. Bureau of the Census: 1950, 1960, 1970, 1980, 1990 and 2000; University of Florida, Bureau of Economic Business Administration: 2008

The Town's population will grow during that time of the year traditionally known as the "Season" which is generally from November 15 to April 1. The Town estimates the seasonal population peak to be 25,000.

Economy

The Town is a long-established residential community. Commercial activities are restricted primarily to the services rendered by banks, retail shops, hotels, and restaurants for the Town's permanent and seasonal residents and visitors. There is no industrial development within the Town.

Land Use

The following table sets forth the estimated uses of land within the Town.

Town of Palm Beach
LAND USE

Land Use Category	Estimated Acres	Percent (%)
Residential		
Single Family/Estate	1,103	45.67
Multifamily	343	14.20
Commercial	93	3.85
Public and Recreation	110	4.55
Private Group Use	219	9.07
Approved PUD's	169	7.00
Rights-of-way	339	14.04
Conservation	39	1.62
TOTAL	2,415	100.00

Source: Town of Palm Beach Planning, Zoning & Building Department.

Assessed Valuation

The following table shows the assessed value of the property in the Town for the past six (6) fiscal years:

Town of Palm Beach, Florida
Assessed Value of Taxable Property
Last Six Fiscal Years

Fiscal Year	Total Assessed Value	Total Taxable Value
2005	$ 10,958,855,239	$ 9,168,593,174
2006	12,873,131,816	10,265,975,059
2007	15,411,220,688	11,997,911,262
2008	16,291,461,857	12,786,206,000
2009	17,992,224,730	13,684,919,443
2010	17,089,028,647	13,380,076,426

Assessed value is an annual determination of the just or fair market value of the property, or the value of the homestead property as limited pursuant to State law. Taxable value is the assessed value of properties that is subject to taxation. Property in Palm Beach County is reassessed every three years on average.

Property Tax Levies and Collections

The following table sets forth the property tax levy and collection in the Town for the past five (5) fiscal years:

Town of Palm Beach, Florida

Property Tax Levies and Collections

Last Five Fiscal Years

Fiscal Year	Net Tax Levy*	Current Tax Collections	Percent of Levy Collected	Delinquent Tax Collections	Total Property Tax Collections	Collections as a Percent of Current Levy
2005	$ 36,908,773	$ 35,539,136	96.29 %	$ 15,151	$ 35,554,287	96.33 %
2006	40,661,213	39,003,587	95.92	5,187	39,008,774	95.94
2007	44,882,990	43,096,605	96.02	68,469	43,165,074	96.17
2008	43,129,948	41,457,250	96.12	119,985	41,577,235	96.40
2009	44,766,064	42,887,216	95.80	314,880	43,202,096	96.51

Note: All property taxes are assessed and collected by Palm Beach County without charge to the Town. Collections are distributed in full as collected.

* Tax levy, net of allowance for discounts.

Additional statistics and financial information about the Town can be found in the Statistical Section of the Town's Comprehensive Annual Fiscal Report for the Fiscal Year Ended September 30, 2008, attached as Appendix "B".

DESCRIPTION OF CERTAIN NON-AD VALOREM REVENUES

The following is a brief description of certain of the Town's Non-Ad Valorem Revenues.

Franchise Fees

Public utilities operating within the Town of Palm Beach must pay the Town a franchise fee in return for the right to do business within the Town and for the right to use public rights-of-way. Franchise agreements are currently in effect with Florida Public Utilities (expires April 13, 2023) and Florida Power & Light (expires March 27, 2011). The Town is currently engaged in discussions with Florida Power & Light to renew its franchise agreement, and, although no assurance can be given that this will be the case, the Town expects it to be renewed for another 30 year term with substantially the same provisions as the current agreement.

Utility Service Tax

The Town levies a utility tax on the purchase of electricity, metered or bottled gas, water service and telecommunications services. The Town levies this tax at the state allowed maximum of 10% for all services except for telecommunications services, as to which the tax is levied at the rate of 5.22%.

Occupational Licenses (Local Business Tax)

Any person engaging in or managing any business, occupation or profession within the limits of the Town must obtain a local business tax. All local business taxes must be secured at the time the business begins operation and are renewed thereafter on or before September 30th of each year. The fee for each tax is based on the business in which the entity is engaged.

Building Permits

Building permit fees include all building, electrical, mechanical and plumbing permits as well as architectural fees, variance application fees, and landmark application fees. As a result of a cost allocation study, building permit fees were reduced for FY2008.

Other License Fees and Permits

These revenues include right of way permits, parking permits and registrations.

State Shared Revenue

Revenues that are distributed from the State of Florida to the Town are included in this line item. A portion of this revenue is State Revenue Sharing. The current structure of the revenue sharing program has three revenue sources for municipalities; Sales & Use Tax, one-cent Municipal Gas Tax and the State Alternative Fuel Decal Users Fee. Of these sources, the one-cent Municipal Gas Tax (local Option Gas Tax) is restricted to expenditures for roads and is not being included in the *Historic and Budgeted Non Ad Valorem Revenue* Chart that follows. Also included in the State Shared Revenue sections are the following distributions from the State of Florida: Alcoholic Beverage License and the Local Government Half-Cent Sales Tax.

<u>Half-Cent Sales </u>Tax- Pursuant to Chapter 212 and Part VI of Chapter 218, Florida Statutes, 8.814% of the 6% sales tax (the 'Half-Cent Sales Tax") collected by the State in each county is required to be deposited in the Local Government Half-Cent Sales Tax Clearing Trust Fund in the State Treasury and is distributed in each county and each participating municipality within each such county on a monthly basis in accordance with the following formula:

$$\text{County's Share (percentage of total tax receipts)} = \frac{\text{unincorporated area population} + \text{2/3 incorporated area population}}{\text{total county population} \quad \text{2/3 incorporated area population}}$$

$$\text{Municipality's Share} = \text{(percentage of total tax receipts} \quad \frac{\text{municipality population}}{\text{total county population} + \text{2/3 incorporated area population}}$$

The formula is revised each year based upon the population estimates prepared by the University of Florida, Bureau of Economic and Business Research.

Grant Revenue

Reflected in the grant total for FY2008 is the receipt of funds for criminal justice assistance and bullet proof vests.

Local Shared Revenue

Local shared revenue includes a portion of the Palm Beach County business taxes and 911 equipment reimbursement.

General Government Revenues

These revenues include charges for copies, meeting tapes, lien search fees, microfiche, certification of copies and sales of maps and code books.

Public Safety Revenue

Public Safety Revenue includes special detail pay for police and fire officers, EMS transport fees, burglar alarm registration and false alarm fees, police ID cards, and Direct Connect Alarm Fees.

Physical Environment Revenue

Physical Environment Revenue includes solid waste collection fees for commercial properties (collected through a non-ad valorem assessment), recycling fees and beach cleaning fees.

Transportation

Revenues including parking meter and permit collections.

Culture-Recreation

Recreation fees have been transferred to the Recreation Enterprise Fund beginning FY2004.

Fines and Forfeitures

Fines and penalties received from traffic violations, parking meter violations, right-of-way violations, and code compliance fines.

Contributions

Contributions represent donations by citizens and businesses for various Town projects.

Investment Earnings

Represents interest earnings on cash, cash equivalents, and investments.

Rents and Royalties

Represents revenue from the rental of public property, pay phone and vending machine commissions.

Sale of Capital Assets

Revenue represents proceeds from the sale of capital assets. Sale proceeds have been deposited in the Equipment Replacement Fund since FY2003.

Miscellaneous Other Revenue

Revenues include a fee paid to the Town for the administration of Kreusler Park parking lot, fees associated with charitable solicitations, a rebate for Town towing, State highway lighting maintenance, insurance proceeds for hurricane damage and other miscellaneous revenues.

HISTORICAL AND BUDGETED NON-AD VALOREM REVENUES

The following table sets forth the sources and amounts of certain of the Town's Non-Ad Valorem Revenues for the Fiscal Years ended September 30, 2004 through 2009, and the budgeted amount for the Fiscal Year ending September 30, 2010.

Town of Palm Beach, Florida
Historic and Projected General Fund Non Ad Valorem Revenues
Last Six Fiscal Years Actual and Next Year Budgeted

	Actual FY2004	Actual FY2005	Actual FY2006	Actual FY2007	Actual FY2008	Actual FY2009 (Unaudited)	Budgeted FY2010
Franchise Fees	$ 1,881,195	$ 1,989,980	$ 2,433,811	$ 2,478,487	$ 2,447,544	$ 2,430,000	$ 2,480,000
Utility Service Tax	3,983,261	4,160,185	4,167,844	4,105,957	4,496,507	4,495,000	4,458,000
Occupational Licenses	697,297	695,544	721,659	740,875	741,535	716,000	720,000
Building Permits	5,273,284	6,073,756	5,628,019	6,201,211	6,844,876	4,325,500	4,727,300
Other License Fees & Permits	145,907	144,097	124,153	205,297	249,058	200,100	227,300
State Shared Revenue (1)	893,193	954,356	1,029,461	1,142,553	1,072,734	1,038,500	1,065,500
Grants	150,735	165,216	162,824	135,131	71,745	21,000	1,200
Local Shared Revenue	196,841	207,581	204,636	40,077	24,700	40,000	40,000
General Government	46,244	49,565	46,062	41,094	34,413	26,100	25,900
Public Safety	705,442	729,084	1,065,595	908,376	1,146,920	1,242,600	1,237,600
Physical Environment	869,451	925,645	991,712	1,022,063	1,041,072	1,117,600	1,176,000
Transportation	433,054	393,012	410,584	477,295	585,891	538,700	547,500
Culture - Recreation (2)	0	0	0	0	0	0	0
Fines & Forfeitures	846,677	811,038	770,067	1,541,448	1,183,318	1,187,400	1,149,200
Contributions	150,000	4,035	900	0	10,000	10,000	10,000
Investment Earnings	527,686	905,025	1,902,793	2,287,127	1,368,751	1,497,100	1,540,000
Rents & Royalties	72,377	50,460	39,634	80,961	111,321	86,300	88,100
Special Assessments	0	0	0	0	0	0	0
Sale of Capital Assets (3)	0	0	0	0	0	0	0
Miscellaneous Other	83,894	140,317	243,602	147,348	190,761	159,300	134,000
Total Non Ad Valorem Revenues	**$ 16,956,538**	**$ 18,398,896**	**$ 19,943,356**	**$ 21,555,300**	**$ 21,621,146**	**19,131,100**	**19,627,600**

(1) Excludes 8th cent motor fuel tax and fuel tax refund.

(2) The Recreation activities were consolidated with the Marina and Golf Fund to create the Leisure Services Enterprise Fund in FY2004.

(3) Proceeds from the sale of fixed assets are deposited in the Equipment Replacement Fund.

HISTORICAL DEBT SERVICE COVERAGE

The table that follows compares the annual Non-Self Supporting Debt Service on all Non-Self-Supporting Debt of the Town payable from the Non-Ad Valorem Revenues to the actual Non-Ad Valorem Revenues received in the Fiscal Years ended September 30, 2004 through 2009. The historical information in the table below should not be construed as a representation that the Town will continue to have available to it Non-Ad Valorem Revenues in the historical amounts shown below.

Town of Palm Beach, Florida
Pledged Revenue Coverage
Last Six Fiscal Years

Fiscal Year	Non-Ad Valorem Revenue Available for Debt Coverage	Debt Service			Coverage Ratio
		Principal	Interest	Total	
2004	$16,956,538	$3,045,000	$2,203,824	$5,248,824	3.23
2005	18,398,896	3,370,000	1,884,144	5,254,144	3.50
2006	19,943,356	3,480,000	854,485	4,334,485	4.60
2007	21,555,300	3,585,000	750,354	4,335,354	4.97
2008	21,621,146	3,720,000	610,163	4,330,163	4.99
2009 (Unaudited)	19,131,100	3,875,000	648,649	4,523,649	4.23

The Town's budget for its 2010 fiscal year shows estimated Non Ad Valorem Revenue Available for Debt Coverage in the amount of $19,627,600, which, based on the Maximum Annual Debt Service on the Series 2010 Bonds of **[$**_____________]*, would result in a Coverage Ratio of [_______].* The Non Ad Valorem Revenue Available for Debt Service does not include the Worth Avenue Special Assessments, and the Maximum Annual Debt Service does not include the debt service on the Series B Bonds.

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements on the Bonds.

Fiscal Year Ending September 30,	Public Improvement Revenue and Refunding Bonds, Series 2010A (Capital Improvement Program)		
	Principal	Interest	Total Debt Service
2010			
2011			
2012			
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
	$	$	$

Fiscal Year Ending September 30,	Public Improvement Revenue Bonds, Series 2010B (Worth Avenue Commercial District Project) Principal	Interest	Total Debt Service
2010			
2011			
2012			
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
	$	$	$

CHANGES IN FLORIDA LAW AFFECTING TOWN FINANCES

On January 29, 2008, the Florida electorate approved an amendment to the Florida Constitution relative to property taxation (referred to as "Amendment 1"). With respect to homestead property, Amendment 1 increased the $25,000 homestead exemption by another $25,000 (for property values between $50,000 to $75,000), except for school district taxes. Amendment 1 also allows property owners to transfer (make portable) up to $500,000 of their Save Our Homes benefits to their next homestead when they move. Save Our Homes became effective in 1995 and limits (caps) the annual increase in assessed value for homestead property to three percent (3%) or the percentage change in the Consumer Price Index, whichever is less. With respect to non-homestead property, Amendment 1 limits (caps) the annual increase in assessed value for non-homestead property (businesses, industrial property, rental property, second homes, etc.) to ten percent (10%), except for school district taxes. Amendment 1 also provides a $25,000 exemption for tangible personal property. Amendment 1 became effective on October 1, 2008, with the exception of the ten percent (10%) assessment cap on non-homestead property which became effective on January 1, 2009. As a result of Amendment 1, the ad valorem tax revenues received by the Town decreased from $43,096,606 in fiscal year 2007 to $41,457,249 in fiscal year 2008.

In addition, beginning in Fiscal Year 2009-2010, tax reform legislation enacted in 2007 provides for a cap on property tax levies in the future. The Town cannot fully assess the impact of the tax reform legislation on future ad valorem tax millage rates and collections; however, such impact would be a further reduction in property tax revenue.

Several other amendments to the Florida Constitution relating to ad valorem taxes were approved by the Florida electorate at the general election on November 4, 2008. These amendments provided for reduced assessments for ad valorem tax purposes of working waterfront property and land used for conservation, and prohibits consideration of improvements to residential real property that increase resistance to wind damage and installation of renewable energy source devices as factors in determining assessment. These revisions will result in a further reduction in the amount of ad valorem taxes available to the Town. It is not possible to predict the potential fiscal impact upon the Town of any such revisions.

Although the Bonds are payable from Non-Ad Valorem Revenues (which excludes ad valorem tax revenues received by the Town) budgeted and appropriated by the Town for that purpose in accordance with the Resolution, a reduction in the Town's ad valorem tax revenues may increase the need for the Town to apply Non-Ad Valorem Revenues to fund essential public services and functions of the Town. In that case, the Non-Ad Valorem Revenues available to the Town to pay debt service on the Bonds could be reduced.

LITIGATION

There is no litigation of any nature now pending or, to the best of the Town's knowledge, threatened which seeks to restrain or enjoin the sale, execution, issuance or delivery of the Bonds or in any way contests the validity of the Bonds or any proceedings of the Town taken with respect to the authorization, sale, or issuance of the Bonds, or the pledge or application of any moneys provided for the payment of or security for the Bonds.

The Town is involved in various lawsuits arising in the ordinary course of operations. Although the outcome of these matters is not presently determinable, it is the opinion of management of the Town, based upon consultation with legal counsel, that the outcome of these matters will not materially affect the financial position of the Town.

TAX MATTERS

In the opinion of Edwards Angell Palmer & Dodge LLP, Bond Counsel to the Town ("Bond Counsel"), based upon an analysis of existing laws, regulations, rulings, and court decisions, and assuming, among other matters, compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code. Bond Counsel is of the further opinion that interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes. Bond Counsel expresses no opinion as to whether some or all interest on the Series A Bonds is included in adjusted current earnings in calculating federal corporate alternative minimum taxable income. Interest on certain tax-exempt obligations issued in 2009 and 2010, including the Series B Bonds, is not included in adjusted current earnings when calculating corporate alternative minimum taxable income as a result of the enactment of the American Recovery and Reinvestment Act of 2009. Bond Counsel expresses no opinion regarding any other federal tax consequences arising with respect to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds.

The Code imposes various requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. Failure to comply with these requirements may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds. The Town has covenanted to comply with such requirements to ensure that interest on the Bonds will not be included in federal gross income. The opinion of Bond Counsel assumes compliance with these covenants.

Bond Counsel is also of the opinion that the Bonds and the interest thereon are exempt from taxation under existing laws of the State Florida except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined therein. A complete copy of the proposed forms of opinion of Bond Counsel for the Bonds is set forth in Appendix "C" hereto.

To the extent the issue price of any maturity of the Bonds is less than the amount to be paid at maturity of such Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Bonds), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each owner thereof, is treated as interest on the Bonds which is excluded from gross income for federal income tax purposes. For this purpose, the issue price of a particular maturity of the Bonds is the first price at which a substantial amount of such maturity of the Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Bonds accrues daily over the term to maturity of such Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Bonds. Bondholders should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase such Bonds in the original offering to the public at the first price at which a substantial amount of such Bonds is sold to the public.

The Bonds purchased, whether at original issuance or otherwise, for an amount greater than the stated principal amount to be paid at maturity of such Bonds, or, in some cases, at the earlier redemption date of such Bonds ("Premium Bonds"), will be treated as having amortizable bond premium for federal income tax purposes. No deduction is allowable for the amortizable bond premium in the case of obligations, such as the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, a Bondholder's basis in a Premium Bond will be reduced by the amount of amortizable bond premium properly allocable to such Bondholder. Holders of Premium Bonds should consult their own tax advisors with respect to the property treatment of amortizable bond premium in their particular circumstances.

Prospective Bondholders should be aware that certain requirements and procedures contained or referred to in the Resolution and other relevant documents may be changed and certain actions (including, without limitation, defeasance of the Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest on, the Bonds. Further, no assurance can be given that pending or future legislation, including amendments to the Code, if enacted into law, or any proposed legislation, including amendments to the Code, or any future judicial, regulatory or administrative interpretation or development with respect to existing law, will not adversely affect the value of, or the tax status of interest on, the Bonds. Prospective Bondholders are urged to consult their own tax advisors with respect to proposals to restructure the federal income tax.

Although Bond Counsel is of the opinion that interest on the Bonds is excluded from gross income for federal income tax purposes, the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may otherwise affect a Bondholder's federal or state tax liability. The nature and extent of these other tax consequences will depend upon the particular tax status of the Bondholder or the Bondholder's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences, and Bondholders should consult with their own tax advisors with respect to such consequences.

LEGAL MATTERS

Certain legal matters incident to the authorization, issuance and sale of the Bonds by the Town and with regard to the tax-exempt status thereof are subject to the approving opinion of. Edwards Angell Palmer & Dodge LLP, West Palm Beach, Florida, Bond Counsel, whose approving opinion will be available at the time of delivery of the Bonds. Certain other legal matters will be passed on for the Town by its counsel, Jones, Foster, Johnston & Stubbs, P.A., West Palm Beach, Florida, and for the Underwriter by its counsel Ruden, McClosky, Smith, Schuster and Russell, P.A, West Palm Beach, Florida.

The proposed text of the approving legal opinions of Bond Counsel to be delivered concurrently with the delivery of the Bonds is set forth as Appendix C to this Official Statement. The actual legal opinions to be delivered may vary from the text of Appendix C, if necessary, to reflect facts and law on the date of delivery of the Bonds.

The legal opinions to be delivered by Bond Counsel and Counsel to the Town concurrently with the delivery of the Bonds are based on existing law, which is subject to change. Such legal opinions are further based on factual representations made as of the date thereof. The attorneys rendering legal opinions concurrently with the delivery of the Bonds assume no duty to update or supplement their respective opinions to reflect any facts or circumstances, including changes in law, that may thereafter occur or become effective. In addition, such legal opinions express the professional judgment of the attorneys rendering the opinions regarding the legal issues expressly addressed in such opinions. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of the result indicated by that expression of professional judgment, of the transaction on which the opinion is rendered, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

The fees of Bond Counsel and counsel to the Underwriter are contingent upon the issuance of the Bonds.

GENERAL PURPOSE FINANCIAL STATEMENTS

Appendix B includes the audited general purpose financial statements of the Town for the Fiscal Year ended September 30, 2008. Such audited general purpose financial statements, including the auditor's report, have been included in this Official Statement as public documents and consent from the auditor was not requested. The auditor has not performed any services relating to, and is therefore not associated with, the issuance of the Bonds.

UNDERWRITING

The Bonds are being purchased by Citigroup Global Markets, Inc. (the "Underwriter"). The Underwriter has agreed to purchase the Series A Bonds at a price of $______________ (representing the par amount of the Series A Bonds, plus a net original issue [premium/discount] of $___________, less Underwriter's discount of $_____________), and to purchase the Series B Bonds at a price of $______________ (representing the par amount of the Series B Bonds, plus a net original issue [premium/discount] of $___________, less Underwriter's discount of $_____________) subject to certain terms and conditions set forth in the purchase contract between the Town and the Underwriter. The Underwriter's obligation is subject to certain conditions precedent and they will be obligated to purchase all of the Bonds if any of the Bonds are purchased. The Bonds may be offered and sold to certain dealers (including dealers depositing Bonds into investment trusts) at prices lower than the public offering prices, and such public offering prices may be changed, from time to time, by the Underwriter.

Citigroup Inc., parent company of Citigroup Global Markets Inc., the underwriter of the Bonds, has entered into a retail brokerage joint venture with Morgan Stanley. As part of the joint venture, Citigroup Global Markets Inc. will distribute municipal securities to retail investors through the financial advisor network of a new broker-dealer, Morgan Stanley Smith Barney LLC. This distribution arrangement became effective on June 1, 2009. As part of this arrangement, Citigroup Global Markets Inc. will compensate Morgan Stanley Smith Barney LLC for its selling efforts with respect to the Bonds.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

The accuracy of the mathematical computation of the adequacy of the maturing principal amount of and interest on the investments and cash, if any, to be held by the Escrow Agent to pay, when due, the principal of and interest on the Series 2003 Bonds to the dates of maturity or earlier redemption has been verified by Causey Demgen Moore, Inc., independent certified public accountants, whose report with respect thereto is a condition to the closing of the Series A Bonds.

CONTINUING DISCLOSURE

In order to assist the Underwriter in complying with the requirements of Securities and Exchange Commission Rule 15c2-12 (the "Rule"), the Town has agreed in the Resolution to provide certain financial information and operating data relating to the Town and the Bonds in each year, and to provide notices of the occurrence of certain enumerated events, if material. See "APPENDIX A—The Resolution." The Town has entered into other continuing disclosure undertakings for purposes of the Rule in connection with bonds previously issued by the Town. The Town has been, and continues to be, in compliance with the requirements of these continuing disclosure undertakings.

RATINGS

Moody's Investors Service and Standard & Poor's Public Finance Ratings have assigned long-term ratings of "____" and "____," respectively, to the Bonds. Such ratings reflect only the views of such organizations and any desired explanation of the significance of such ratings should be obtained from the rating agency furnishing the same, at the following addresses: Moody's Investors Service, Inc., 7 World Trade Center, New York, NY 10007; Standard & Poor's, Public Finance Ratings, 55 Water Street, New York, New York 10041.

Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by the rating agencies, if in the judgment of such rating agencies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Florida law requires the Town to make a full and fair disclosure of any bonds or other debt obligations which it has issued or guaranteed and which are or have been in default as to principal or interest at any time after December 31, 1975 (including bonds or other debt obligations for which it has served as a conduit issuer). Florida law further provides, however, that if the Town in good faith believes that such disclosures would not be considered material by a reasonable investor, such disclosures may be omitted. The Town is not and not been in default as to principal and interest on bonds or other debt obligations which it has issued as the principal obligor or guarantor.

AUTHORIZATION AND APPROVAL

The delivery of this Official Statement by the Town has been duly authorized and approved by the Town Council of the Town.

TOWN OF PALM BEACH, FLORIDA

By: ______________________________
Mayor

By: ______________________________
Town Manager

APPENDIX A

THE RESOLUTION

APPENDIX B

COMPREHENSIVE ANNUAL FINANCIAL REPORT OF THE TOWN FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2008

APPENDIX C

FORMS OF BOND COUNSEL OPINION

$______________
TOWN OF PALM BEACH, FLORIDA
Public Improvement Revenue and Refunding Bonds, Series 2010A
(Capital Improvement Program)

and

$______________
TOWN OF PALM BEACH, FLORIDA
Public Improvement Revenue Bonds, Series 2010B
(Worth Avenue Commercial District Project)

BOND PURCHASE AGREEMENT

January __, 2010

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

Ladies and Gentlemen:

The undersigned, Citigroup Global Markets Inc. (the "Underwriter"), hereby offers to enter into this Bond Purchase Agreement (the "Purchase Agreement") with you as the governing body of the Town of Palm Beach, Florida (the "Town" or the "Issuer"), for the purchase by the Underwriter and sale by the Town of the Town's Bonds as specified herein. This offer is made subject to written acceptance by the Town prior to 11:59 P.M., Palm Beach, Florida time on the date hereof, and upon such acceptance this Purchase Agreement shall remain in full force and effect in accordance with its terms and shall be binding upon the Town and the Underwriter.

The Bonds are being issued for the purpose of: (i) financing or refinancing replacements and improvements to portions of the Town's sanitary sewer, storm water, street lighting and traffic signal infrastructure and renovations to the Town's Par 3 golf course, (ii) refunding certain outstanding indebtedness of the Town, (iii) financing or refinancing street, sidewalk and drainage improvements in the Worth Avenue Commercial District, (iv) paying capitalized interest on the Bonds, and (v) paying the costs of issuing the Bonds. The Bonds shall be dated the date of their issuance, the principal of the Bonds shall be payable on January 1 of each year as set forth on Exhibit "C" hereto, interest on the Bonds shall be payable on each January 1 and July 1, beginning July 1, 2010, at the rates set forth on said Exhibit "C," and the Bonds shall be subject to redemption prior to maturity as set forth on said Exhibit "C." None of the Bonds shall be secured by a Debt Service Reserve Account.

All capitalized terms used in this Purchase Agreement that are defined in the Resolution (hereinafter defined) and not defined herein shall have the respective meanings set forth in the Resolution.

1. **<u>Purchase and Sale of Bonds</u>**. Upon the terms and conditions and upon the basis of the representations, warranties and covenants herein set forth, the Underwriter hereby agrees to purchase from the Town for re-offering to the public, and the Town hereby agrees to sell to the Underwriter for such purpose all (but not less than all) of the aggregate principal amount of its Public Improvement Revenue and Refunding Bonds, Series 2010A (Capital Improvement Program) (the "Series 2010A Bonds"), and its Public Improvement Revenue Bonds, Series 2010B (Worth Avenue Commercial District Project) (the "Series 2010B Bonds", and together with the Series 2010A Bonds, the "Bonds"), the Bonds being more fully described in the Preliminary Official Statement hereinafter identified and maturing on the dates and bearing interest at the rates set forth as part of Exhibit C attached hereto. The purchase price which shall be paid by the Underwriter in immediately available funds for the Series 2010A Bonds shall be $____________ (representing the par amount of the Series 2010A Bonds of $_____________, **[plus/minus]** net original issue **[premium/discount]** of $__________, less Underwriter's discount of $________), and for the Series 2010B Bonds a price equal to $____________ (representing the par amount of the Series 2010B Bonds of $_____________, **[plus/minus]** net original issue **[premium/discount]** of $__________, less Underwriter's discount of $________).

The Bonds are being issued pursuant to that certain resolution of the Town adopted on January 12, 2010, as amended and supplemented, authorizing the execution and delivery by the Town of the Official Statement (as hereinafter defined) and this Purchase Agreement and authorizing the sale of the Bonds and containing the Town's commitment to provide continuing disclosure (the "Resolution"). The Underwriter agrees to make a bona fide public offering of the Bonds, solely pursuant to the Official Statement, at the initial offering prices set forth in the Official Statement, reserving, however, the rights to (i) change such initial offering prices as the Underwriter shall deem necessary in connection with the marketing of the Bonds and (ii) offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) at concessions to be determined by the Underwriter. The Underwriter also reserves the right to over-allot or effect transactions that stabilize or maintain the market prices of the Bonds at levels above that which might otherwise prevail in the open market and to discontinue such stabilizing, if commenced, at any time.

2. **<u>Good Faith Check</u>**. The Underwriter herewith delivers to the Town a corporate check payable to the Town in the amount of $________ as security for the performance by the Underwriter of its obligation to accept and pay for the Bonds at the Closing in accordance with the provisions of this Purchase Agreement. In the event the Town does not accept this offer, such check shall be returned to the Underwriter promptly. If this offer is accepted, such check shall be held uncashed in trust by the Town until the Closing and, concurrently with the delivery of and payment for the Bonds at the Closing, said check shall be returned to the Underwriter. In the event of the Town's failure to deliver the Bonds at the Closing, or if the Town shall be unable to satisfy the conditions precedent for the Underwriter to purchase and accept delivery of the Bonds as set forth in this Purchase Agreement, or if the obligation of the Underwriter with respect to the Bonds shall be terminated for any reason permitted by this Purchase Agreement, the Town shall return such check immediately to the Underwriter and such return shall constitute a full release and discharge of all claims by the Underwriter against the Town arising out of the transactions contemplated hereby. In the event the

Underwriter fails (other than for a reason permitted hereunder) to accept and pay for the Bonds at the Closing as herein provided, said check shall be retained and cashed by the Town as full liquidated damages for such failure and for any and all defaults hereunder on the part of the Underwriter, and thereupon all of the Town's claims and rights hereunder against the Underwriter shall be fully released and discharged. The Underwriter and the Town understand that in such event the Town's actual damages may be greater or may be less than such sum. Accordingly, the Underwriter hereby waives any right to claim that the Town's actual damages are less than such sum, and the Town's acceptance of this offer shall constitute a waiver of any right the Town may have to additional damages from the Underwriter.

3. **The Official Statement**. Prior to the date hereof, the Town has provided to the Underwriter for its review the preliminary official statement dated January __, 2010 (the "Preliminary Official Statement"). The Preliminary Official Statement is hereby deemed final as of its date, except for certain permitted omissions in connection with the pricing of the Bonds as permitted by Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule"). The Preliminary Official Statement with only such other changes therein as shall have been accepted by the Underwriter, Bond Counsel and the Underwriter's Counsel, and including the cover page and all appendices attached thereto, together with such amendments or supplements thereto as are adopted by the Town in accordance herewith subsequent to the date hereof, shall be herein called the "Official Statement." The Town shall provide, or cause to be provided, at its expense, to the Underwriter at the time of the Town's acceptance of this Purchase Agreement or as soon as practicable thereafter (but, in any event, not later than seven (7) business days after the Town's acceptance of this Purchase Agreement and in sufficient time to accompany any confirmation that requests payment from any customer) copies of the final printed Official Statement (herein the "Final Official Statement"), complete as of its date of delivery to the Underwriter and in form satisfactory to the Underwriter in sufficient quantity to comply with the requirements of the Rule and the applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Town authorizes the Underwriter to use copies of the Final Official Statement, any amendments or supplements thereto, and the information contained therein, and copies of the Resolution in connection with the public offering and sale of the Bonds and the Town agrees not to supplement or amend, or cause to be supplemented or amended, the Final Official Statement or the Resolution at any time prior to the Closing, without the prior written consent of the Underwriter, which consent shall not be unreasonably withheld. The Town ratifies and approves the use by the Underwriter prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Bonds.

The Underwriter agrees to file the Final Official Statement with the MSRB's Electronic Municipal Market Access system ("EMMA") within one business day after receipt from the Town, but by no later than the Closing, in such manner and accompanied by such forms as are required by the MSRB, in accordance with Rule G-32 of the MSRB, and shall maintain such books and records as required by Rule G-8 of the MSRB with respect to the filing of the Final Official Statement.

In order to assure compliance with the requirements of the Rule for the continuing disclosure to the public of information regarding the Town (for this purpose a/k/a the "Obligor") and the Bonds, the Town as part of the Resolution will provide an undertaking as required by the Rule (the "Undertaking"). A description of the Undertaking is set forth in the Preliminary Official Statement and the Final Official Statement. Failure by the Town to deliver a certified copy of the Resolution at Closing will be grounds for the Underwriter to terminate this Purchase Agreement since failure to provide continuing disclosure covenants will cause the Underwriter to violate the Rule.

The Underwriter shall give notice to the Town on the date which is one day after the "end of the underwriting period," as such term is defined in the Rule, and the date after which the Underwriter no longer remains obligated to deliver the Final Official Statements pursuant to paragraph (b)(4) of the Rule.

4. **Town Representations and Warranties**. The Town, to the best of its knowledge, represents to and agrees with the Underwriter that:

(a) the Preliminary Official Statement as of its date is deemed final, except for omissions allowed by the Rule, and the Final Official Statement, as of its date, and as it may be amended or supplemented prior to the date of delivery of the Bonds to the Underwriter and at the Closing, will be true and correct in all material respects and the Final Official Statement, as it may be amended or supplemented prior to the date of delivery of the Bonds to the Underwriter and at the Closing, will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. In addition, any amendments or supplements to the Final Official Statement prepared and furnished by the Town pursuant hereto, will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(b) from the date hereof if, until the earlier of (i) 90 days from the end of the underwriting period or (ii) the time when the Final Official Statement is available to any person from EMMA (but in no case less than 25 days following the end of the underwriting period), any event occurs as a result of which it may be necessary to amend or supplement the Final Official Statement in order to make the statements therein, in light of the circumstances under which they were made, not misleading, the Town shall notify the Underwriter and, if in the reasonable opinion of the Town or the Underwriter, such event requires the preparation and publication of an amendment or supplement to the Final Official Statement, the Town, at its expense (unless such amendment or supplement is a result of information provided by the Underwriter), promptly will prepare an appropriate amendment or supplement thereto (and file, or cause to be filed, the same with EMMA, if required) so that the statements in the Final Official Statement as so amended or supplemented will not, in light of the circumstances under which they were made, be misleading as to a material fact, in a form and in a manner approved by the Underwriter;

(c) the Town is and will be at the date of Closing duly organized and existing as a municipal corporation of the State of Florida, with the powers and authority of a Town as set forth in the Act;

(d) the Town has full legal right, power and authority to (i) adopt the Resolution, (ii) to enter into and assume its obligations under this Purchase Agreement and (iii) to sell, issue and deliver the Bonds to the Underwriter as provided herein; and the adoption of the Resolution, and compliance with the provisions of it under the circumstances contemplated hereby, do not and will not in any material respect conflict with or constitute on the part of the Town a breach of or default under any agreement or other instrument to which the Town is a party or any existing law, administrative regulation, court order or consent decree to which the Town is subject;

(e) by all necessary official action, the Town has: (i) duly adopted the Resolution, (ii) duly ratified and approved the prior distribution of the Preliminary Official Statement, (iii) duly authorized and approved the execution and delivery of the Final Official Statement, (iv) duly authorized and approved the execution and delivery of the Bonds, and the performance by the Town of the obligations on its part in connection with the issuance of the Bonds contained in the Bonds, the Resolution, and this Purchase Agreement and (v) consummated all other transactions contemplated by this Purchase Agreement in connection with the issuance of the Bonds;

(f) when delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Purchase Agreement, the Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding revenue obligations of the Town in conformity with, and entitled to the benefit of the respective provisions of the Act and the Resolution; and

(g) the Town will advise the Underwriter promptly of any reason to amend, supplement or otherwise change the Final Official Statement prior to or at the Closing;

(h) the Town is not in material breach of or material default under any applicable constitutional provision, laws, or administrative regulation of the State or the United States or any applicable judgment or decree, or to its best knowledge, any loan agreement, indenture, bond, note, or material resolution, agreement or other material instrument to which the Town is a party or to which the Town or any of its property or assets is otherwise subject, and to its best knowledge, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any such instrument, except as disclosed in the Final Official Statement;

(i) as of the date hereof, except as specifically disclosed in the Final Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the officials of the Town, after having made due inquiry with respect thereto, threatened against the Town, affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the application of the Pledged Revenues (as defined in the Resolution) to pay principal of and interest on the Bonds, or contesting or affecting as to the Town the validity or enforceability of the Act in any respect relating to authorization for the issuance of the Bonds, the Resolution, and this Purchase Agreement, or contesting the tax-exempt status of interest on the Bonds, or contesting the completeness or accuracy of the Preliminary Official Statement or the Final Official Statement or any supplement or amendment thereto, or contesting the powers of the Town or its authority for the issuance of the Bonds, the adoption of the Resolution, or the execution and delivery by the Town of this Purchase Agreement;

(j) the financial statements of the Town contained in the Final Official Statement present fairly the financial condition and results of the Town at the dates and for the periods set forth therein, and there are no material liabilities, contingent or otherwise, of the Town other than in the ordinary course of business, that are not disclosed in the Final Official Statement;

(k) the Town has not been notified by the Internal Revenue Service to the effect that its arbitrage certifications cannot be relied upon;

(l) any certification signed by an official of the Town and delivered to the Underwriter shall be deemed a representation and warranty by the Town to the Underwriter as to the truth of the statements therein contained;

(m) the Town will not knowingly take or omit to take any action which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Resolution or which would cause the interest on the Bonds to be includable in gross income for federal income tax purposes;

(n) between the time of the Town's acceptance hereof and the Closing, the Town will not have executed or issued any bonds or notes or incurred any other obligations for borrowed money;

(o) between the time of the Town's acceptance hereof and the Closing, there will not have been any material adverse change in the financial position, method of operation or personnel of the Town;

(p) no material event of default has occurred which, with the lapse of time or the giving of notice or both, would constitute an event of default under the Resolution, and the Resolution is in full force and effect and has not been amended or modified except as disclosed in the Final Official Statement;

(q) no debt obligations of the Town, interest on which is intended to be tax-exempt, are being examined by the Internal Revenue Service nor have such debt obligations been examined by the Internal Revenue Service other than in connection with an examination that was closed without adjustment;

(r) the Town has no bonds or other obligations issued and outstanding with a lien on and pledge of the Pledged Revenues other than as described in the Final Official Statement;

(s) the Town has not been in default at any time after December 31, 1975 as to principal or interest with respect to any obligations issued or guaranteed by the Town, except as disclosed in the Final Official Statement; and

(t) the Town has not failed to perform any continuing disclosure obligation undertaken by the Town in connection with an issuance of bonds.

5. **Closing**. At 12:00 P.M., Palm Beach, Florida time on February __, 2010 or at such other time or on such later date as mutually agreed upon by the Town and the Underwriter (the "Closing"), the Town will deliver or cause to be delivered to the Underwriter, at the offices of Edwards Angell Palmer Dodge LLP, One North Clematis Street, Suite 400, West Palm Beach, Florida 33401 or at such other place as mutually agreed upon, the Bonds in definitive form, duly executed and authenticated, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price thereof in immediately available funds, to the order of the Town. Unless the Bonds are delivered pursuant to the DTC FAST system, the Bonds will be made available for checking and packaging one business day prior to the Closing at the office of The Depository Trust Company, New York, New York (the "DTC") or such other place as may be designated by the Underwriter. It is anticipated that CUSIP identification numbers will be printed on

the Bonds, but the failure to print such number on any of the Bonds shall not constitute cause for failure or refusal by the Underwriter to accept delivery of and pay for the Bonds in accordance with the terms of this Purchase Agreement.

6. **Closing Conditions**. The Underwriter has entered into this Purchase Agreement in reliance upon the Town's representations and agreements herein and the performance by the Town of the Town's obligations hereunder, both as of the date hereof and as of the date of the Closing. The Underwriter's obligations under this Agreement are and shall be subject to the following further conditions:

(a) the representations and warranties of the Town contained herein, to the best of its knowledge, shall be true, complete and correct on the date hereof and on and as of the date of Closing, as if made on the date of Closing;

(b) at the time of Closing, this Purchase Agreement, the Resolution, the Escrow Deposit Agreement between the Town and The Bank of New York Mellon Trust Company, N.A. dated as of February __, 2010 (the "Escrow Deposit Agreement") and the Final Official Statement shall be in full force and effect; this Purchase Agreement, the Resolution, the Escrow Deposit Agreement and the Final Official Statement shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; and the Town shall have duly adopted and there shall be in full force and effect such other resolutions as, in the opinion of Edwards Angell Palmer Dodge LLP, "Bond Counsel", shall be necessary in connection with the transactions contemplated hereby;

(c) at or prior to Closing, the Underwriter shall receive the following documents:

(1) sufficient copies of the Final Official Statement and each supplement or amendment, if any, thereto, manually executed on behalf of the Town by the appropriate Town officers;

(2) the approving opinions of Bond Counsel, dated the date of Closing, in the forms included in the Final Official Statement. The delivery at Closing of the opinion of Bond Counsel will be conditioned upon receipt by Bond Counsel of all necessary or desirable certificates, representations and opinions in each case in a form acceptable to Bond Counsel, upon which Bond Counsel shall rely in rendering its opinion; such certificates, representations and opinions include, but are not limited to the following:

> An "issue price" certificate from the Underwriter certifying, among other things: (a) that all of the Bonds have been the subject of a bona fide initial offering to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at initial offering prices not greater than or yields no lower than those shown on the inside front cover of the Final Official Statement; (b) that at least 10 percent of each maturity of the Bonds was sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at prices not greater than or yields not less than those shown on the inside cover of the Final Official Statement; and (c) that at the time the Underwriter agreed to purchase the Bonds, based on the prevailing market conditions, the Underwriter had no reason to believe any Bonds would initially be sold to the public (excluding bond houses, brokers or similar persons or organizations acting in the

capacity of underwriters or wholesalers) at prices greater than or yields less than those shown on the inside cover of the Final Official Statement for the respective maturity; provided, that nothing in said certificate shall be construed to limit the Underwriter's right to (i) change such initial offering prices as the Underwriter shall deem necessary in connection with the marketing of the Bonds, and (ii) over-allot or effect transactions that stabilize or maintain the market prices of the Bonds at levels above that which might otherwise prevail in the open market and to discontinue such stabilizing, if commenced, at any time;

(3) a supplemental opinion of Bond Counsel addressed to the Underwriter to the effect that the information in the Final Official Statement under the captions "DESCRIPTION OF THE BONDS", "SECURITY FOR THE BONDS," and "CONTINUING DISCLOSURE," and in "APPENDIX A – THE RESOLUTION," insofar as such information purports to be summaries of portions of the Resolution or the Bonds, such information constitutes fair summaries of the portions of the Resolution and the Bonds purported to be summarized, and the statements in the Final Official Statement under the caption "TAX MATTERS" fairly and accurately present the information described therein.

(4) an opinion of the Town Attorney dated the date of the Closing and addressed to the Town, Bond Counsel and the Underwriter, to the effect that (i) this Purchase Agreement has been duly authorized, executed, and delivered by the Town and constitutes a legal, valid and binding agreement of the Town enforceable in accordance with its terms except such enforceability may be subject to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights generally or by such principles of equity as the court having jurisdiction may impose with respect to certain remedies which require or may require enforcement by a court of equity; (ii) the Town has authorized, executed, and delivered the Final Official Statement and ratified the prior use of the Preliminary Official Statement by the Underwriter; (iii) the information in the Final Official Statement as to legal matters relating to the Town, the Act, the Bonds, the Escrow Deposit Agreement and the Resolution, is correct in all material respects and does not omit any statement which, in his opinion, should be included or referred to therein, and, in addition, such counsel shall state that, based upon his participation in the preparation of the Final Official Statement as Town Attorney and without having undertaken to determine the accuracy, completeness or fairness of the statements contained in the Final Official Statement, as of its date and as of the date of the Closing nothing has come to his attention causing him to believe that the Final Official Statement as of its date or as of the date of the Closing contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except for the financial and statistical information and information contained in the Final Official Statement under the caption "BOOK-ENTRY ONLY SYSTEM" as to all of which no opinion need be expressed); (iv) to the best of his knowledge after reasonable inquiry, the Town is not in material breach of or material default under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable material judgment or decree or any loan agreement, indenture, bond, note, material resolution, material agreement or other material instrument of which the Town is a party or to which the Town or any of its property or assets is otherwise subject, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or material event of default under any such instrument that would be material to the purchasers of the Bonds, except in each case as disclosed in the Final Official Statement and the issuance and delivery of the Bonds will not constitute such a breach or default; (v) to the best of his knowledge after reasonable inquiry, the execution and delivery of the Bonds, this Purchase Agreement, and the Escrow Deposit Agreement and the adoption of the Resolution, and compliance with the provisions on the Town's part contained therein, will not conflict with or constitute a material breach of or material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Town is a party or to which the Town or any of its property or assets is otherwise subject, that would be material to the purchasers of the Bonds; (vi) the Town has the right and power under the Act to adopt the Resolution and the Resolution has been duly and lawfully adopted by the Town, is in full force and effect and constitutes the legal, valid and binding obligation of the Town, enforceable in accordance with its terms, subject to bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting the enforcement of creditors' rights generally or by such principles of equity as the court having jurisdiction may impose with respect to certain remedies which require or may require enforcement by a court of equity and no other authorization is required; (vii) there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, government agency, public board or body, pending, or to the best of his knowledge, after having made due inquiry with respect thereto, threatened against or affecting the Town, wherein an unfavorable decision, ruling or finding would have a materially adverse effect upon the transactions

contemplated by the Final Official Statement or the validity of the Bonds, the Resolution, the Escrow Deposit Agreement or this Purchase Agreement, except as described in the Final Official Statement; and (viii) all authorizations, consents, approvals and reviews of governmental bodies or regulatory authorities then required for the Town's adoption, execution or performance of the Bonds, the Resolution and this Purchase Agreement have been obtained or effected, and he has no reason to believe that the Town will be unable to obtain or effect any such additional authorization, consent, approval or review that may be required in the future for performance of any of them by the Town. Notwithstanding the foregoing opinions, the Town Attorney shall not be required to express any opinion as to applicable requirements of federal or state securities or "Blue Sky" laws in connection with the issuance of the Bonds;

(5) a certificate, dated the date of Closing, signed by the Mayor of the Town Council and the Town Manager to the effect that, to the best of their knowledge: (i) the representations of the Town herein are true and correct in all material respects as of the date of Closing; (ii) the Town has performed all obligations to be performed hereunder as of the date of Closing; (iii) except as disclosed in the Final Official Statement, no litigation is pending or threatened (A) affecting or seeking to prohibit, restrain or enjoin the sale, the issuance or delivery of the Bonds, (B) in any way contesting or affecting the validity or enforceability of the Act in any respect relating to the authorization for the issuance of the Bonds, the Resolution, or this Purchase Agreement, (C) in any way contesting the existence or powers of the Town or its authority for the issuance of the Bonds, the adoption of the Resolution or the execution and delivery of this Purchase Agreement, (D) which may result in any material adverse change in the business, properties, assets or the financial condition of the Town or (E) asserting that the Final Official Statement contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, but in lieu of such certificate, the Underwriter may in its sole discretion accept an opinion of Bond Counsel (or other counsel acceptable to the Underwriter) in form and substance acceptable to the Underwriter, that in the opinion of Bond Counsel or other counsel acceptable to the Underwriter the issues raised in any such pending or threatened litigation are without substance or that the contentions of any plaintiffs therein are without merit; (iv) since September 30, 2008, no material and adverse change has occurred in the financial position or results of operations of the Town except as set forth in or contemplated by the Final Official Statement; (v) the Town has not, since September 30, 2008, incurred any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Final Official Statement; (vi) the Final Official Statement did not as of its date, and does not as of the date of Closing contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purposes for which the Final Official Statement is to be used, or which is necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading; and (vii) the Town has not been in default at any time after December 31, 1975 as to principal or interest with respect to any obligations issued or guaranteed by the Town, except as disclosed in the Final Official Statement.

(6) copies of such contracts, agreements and reports referred to in the Preliminary Official Statement and the Final Official Statement as the Underwriter shall have timely requested;

(7) such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Town with legal requirements, the truth and accuracy, as of the time of closing, of the Town's representations herein contained and the performance or satisfaction by the Town at or

prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Town;

(8) the opinion of Ruden, McClosky, Smith, Schuster & Russell, P.A. counsel for the Underwriter, addressed to the Underwriter, to the effect that (i) based upon their participation in the preparation of the Official Statement as counsel for the Underwriter and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, as of the date of Closing nothing has come to the attention of such counsel causing them to believe that the Official Statement (excluding therefrom the financial and statistical data included in the Official Statement, information in the Appendices or information contained under the caption "BOOK-ENTRY ONLY SYSTEM " as to all of which no opinion need be expressed) as of its date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (ii) based upon their review of the appropriate documents regarding the Undertaking as it relates to continuing disclosure as required under Rule 15c2-12, the requirements of the Rule have been satisfied;

(9) written evidence that the Bonds have received an "____" rating from Standard and Poor's, a division of McGraw-Hill Companies ("S&P") and an "____" rating from Moody's Investors Service, Inc., respectively, and that such ratings are in effect as of the date of Closing;

(10) such additional legal opinions, certificates and other documents as the Underwriter may reasonably request, to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the Town's representations and warranties contained herein and of the statements and information contained in the Final Official Statement and the due performance or satisfaction by the Town on or prior to the Closing Date of all the agreements then to be performed and conditions then to be satisfied by it.

If the Town shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Town nor the Underwriter shall have further obligations hereunder, except that the amount of the check referred to in Section 2 hereof, shall be returned to the Underwriter and the costs set forth in Section 9 herein shall be paid in accordance with said section.

7. **Termination.** The Underwriter shall have the right in its absolute discretion to cancel its obligations under this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds, by notifying the Town in writing of its election to do so, if, in the sole judgment of the Underwriter, between the date hereof and the date of Closing any of the following shall occur:

(i) legislation shall have been enacted by the Congress of the United States ("Congress"), or recommended to Congress for passage by the President of the United States, or passed by either House of Congress, or a decision shall have been rendered by a court of the United States or the United States Tax Court, or a ruling shall have been made or a regulation shall have been proposed or made by the Treasury Department of the United States or the Internal Revenue Service, with respect to the federal taxation of interest received on obligations of the general character of the Bonds, which has, or will have, the effect of making such interest subject to inclusion in gross income for purposes of federal income taxation, except to the extent such interest shall be includable in gross income on the date hereof; or

(ii) legislation shall be enacted or any action shall be taken by the United States Securities and Exchange Commission (the "SEC") which has the effect of requiring the contemplated issuance or distribution of the Bonds to be registered under the Securities Act of 1933, as amended, or requiring the Resolution to be qualified under the Trust Indenture Act of 1939, as amended; or

(iii) an event described in Section 4(b) hereof shall have occurred which requires an amendment or supplement to the Official Statement and which materially adversely affects the marketability of the Bonds or the market price thereof or there shall have been any material adverse change in the affairs of the Town which will materially adversely affect the market for the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(iv) (A) trading in securities generally on the New York Stock Exchange have been a suspended or limited or minimum prices shall have been established on such Exchange, or (B) a banking moratorium shall have been declared by Federal, New York or Florida authorities, or (C) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it impracticable or inadvisable to proceed with the offering or delivery of the Bonds as contemplated by the Official Statement; or

(v) an order, decree or injunction of any court of competent jurisdiction, or any order, ruling, regulation or administrative proceeding by any governmental body or board, shall have been issued or commenced, or any legislation enacted, with the purpose or effect of prohibiting the issuance, offering or sale of the Bonds as contemplated hereby or by the Official Statement or prohibiting the adoption or performance of the Resolution; or

(vi) the President of the United States, the Office of Management and Budget, the Department of Treasury, the Internal Revenue Service or any other governmental body, department, agency or commission of the United States or the State of Florida shall take or propose to take any action or implement or propose regulations, rules or legislation which materially adversely affects the market price of the Bonds or causes any material information in the Official Statement, in light of the circumstances under which it appears, to be misleading in any material respect; or

(vii) any executive order shall be announced, or any legislation, ordinance, rule or regulation shall be proposed by or enacted by any governmental body, department, agency or commission of the United States or the State of Florida, having jurisdiction over the subject matter, or a decision by any court of competent jurisdiction within the United States or within the State of Florida, shall be rendered which materially adversely affects the market price of the Bonds or causes any information in the Official Statement to be misleading in any material respect; or

(viii) either Moody's or S&P shall inform the Town or the Underwriter that the Bonds will not receive the ratings specified in Section 6(c)(9) hereof; or

(ix) any litigation shall be instituted or pending to restrain or enjoin the issuance, sale or delivery of the Bonds or in any way contesting or affecting any authority for or the validity of the Bonds or this Purchase Agreement, the security and sources of payment of the Bonds, or any of the proceedings of the Town taken with respect to the issuance or sale of the Bonds or the execution of and performance of this Purchase Agreement; or

(xi) the occurrence, after the signing hereof, either of a financial crisis or default with respect to the debt obligations of the Town, or the institution of proceedings under federal or State bankruptcy laws by or against the Town.

8. **Amendments and Supplements.** After the Closing, so long as the Underwriter and dealers, if any, participating in the distribution of the Bonds are offering Bonds which constitute the whole or a part of their unsold participation, if any event shall occur as a result of which it is necessary, in the opinion of Bond Counsel or the Town Attorney, to amend or supplement the Final Official Statement in order to make the Final Official Statement not misleading in light of the circumstances existing at the time it was delivered to a purchaser, the Town, at its expense (unless the amendment or supplement is a result of information provided by the Underwriter), shall forthwith prepare and furnish to the Underwriter a reasonable number of copies of an amendment of or supplement to the Final Official Statement (in form and substance satisfactory to Bond Counsel, the Town Counsel and the Underwriter) which will amend or supplement the Final Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances existing at the time the Final Official Statement is delivered to a purchaser, not misleading. For the purpose of this Section, the Town will furnish to the Underwriter such information the Underwriter may from time to time reasonably request.

9. **Expenses.** All of the Town's expenses and costs incident to the performance of the Town's obligations in connection with the authorization, issuance and sale of the Bonds to the Underwriter, including the costs of printing and preparation for printing and distributing the Bonds, the Resolution, adequate amounts of the Preliminary and Final Official Statement (including any amendment or supplement thereto) and fees and disbursements of Bond Counsel and other attorneys, accountants, financial advisors, consultants and experts retained by the Town, shall be paid by the Town. The Town shall pay for expenses (included in the expense component of the Underwriter's Discount) incurred by the Underwriter on behalf of the Town's employees which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation, lodging and entertainment of those employees. Except as indicated in this paragraph, all out-of-pocket expenses of the Underwriter, including its travel, Underwriter's Counsel fees and other expenses, shall be paid by the Underwriter.

10. **Notices.** Any notice or other communication to be given to the Town under this Purchase Agreement may be given by delivering the same in writing at the Town's address set forth above to the attention of the Town Manager and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to Citigroup Global Markets Inc., 11780 U.S. Highway One, Suite 201 - North Tower, North Palm Beach, Florida 33408, Attention: Public Finance, Department Manager.

11. **Parties In Interest.** The Town acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's length commercial transaction between the Town and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Town and (iii) the Underwriter has not assumed a fiduciary responsibility in favor of the Town with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Town on other matters) or any other obligation to the Town except the obligations expressly set forth in this Purchase Agreement.

This Purchase Agreement is made solely for the benefit of the Town and the Underwriter (including the successors or permitted assigns thereof) and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. This Purchase Agreement may not be assigned by the Underwriter unless either the Town consents thereto or such assignment is made pursuant to a merger, consolidation or transfer of all or substantially all the assets of any of the Underwriter. All representations and agreements by the Town in this Purchase Agreement shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriter and shall survive the delivery of any payment of the Bonds.

12. **Document Approval.** The approval of the Underwriter when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by a duly authorized representative of the Underwriter.

13. **Underwriter Representation.** The Underwriter represents to the Town that it is registered under the Securities Exchange Act of 1934, as amended as a municipal securities dealer and is, and at all times during the offer and sale of the Bonds will be, a member of the Financial Industry Regulatory Authority ("FINRA"), and is or will be licensed, to the extent required by applicable law, to offer and sell the Bonds in each jurisdiction in which it offers to sell the Bonds, and is or will be in compliance with the rules and regulations of FINRA and other regulatory agencies with jurisdiction over it or any of its activities.

14. **Truth-In-Bonding and Disclosure Statement.** Attached hereto as Exhibit "A" is the Truth-In-Bonding Statement required by Section 218.385(2) and (3), Florida Statutes, as amended and as Exhibit "B" the disclosure statement of the Underwriter required by Section 218.385(6), Florida Statutes, as amended.

15. **Counterparts.** This Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

Very truly yours,
Citigroup Global Markets Inc.

By:__________________________
Its: Director

Accepted:
Town of Palm Beach, Florida

By: _____________________________________
Mayor

Date: ______________

ATTEST:

By:______________________________________
Town Clerk

Approved as to form and legal sufficiency

By:______________________________________
Town Attorney

EXHIBIT "A"

TRUTH-IN-BONDING DISCLOSURE STATEMENT

1. The Town of Palm Beach, Florida (the "Town") is proposing to issue $___________ of debt or obligation (the "Bonds") for the purpose of: (i) financing or refinancing replacements and improvements to portions of the Town's sanitary sewer, storm water, street lighting and traffic signal infrastructure and renovations to the Town's Par 3 golf course, (ii) refunding certain outstanding indebtedness of the Town, (iii) financing or refinancing street, sidewalk and drainage improvements in the Worth Avenue Commercial District, (iv) paying capitalized interest on the Bonds; and (v) paying the costs of issuing the Bonds. This debt or obligation is expected to be repaid over a period of ____ years. At a true interest rate of _____%, total interest paid over the life of the debt or obligation will be $__________.

2. The Bonds are special obligations of the Town secured by the Pledged Revenues (as defined in the Resolution). Authorizing the debt or obligation will result in an average annual debt service payment of approximately $___________ of the Town's monies not otherwise available to finance the other services of the Town each year for __ years.

3. The foregoing statement is prepared pursuant to the Florida Statutes for information purposes only and shall not affect or control the actual terms and conditions of the debt or obligations.

EXHIBIT "B"
DISCLOSURE STATEMENT REQUIRED BY FLORIDA STATUTES SECTION 218.385

$______________
TOWN OF PALM BEACH, FLORIDA
Public Improvement Revenue and Refunding Bonds, Series 2010A
(Capital Improvement Program)

and

$_______________
TOWN OF PALM BEACH, FLORIDA
Public Improvement Revenue Bonds, Series 2010B
(Worth Avenue Commercial District Project)

1. The Underwriter has estimated the various expenses incurred and to be incurred in connection with the issuance of the above-captioned Bonds by the Underwriter designated in the Bond Purchase Agreement, dated the date hereof, between the Town of Palm Beach (the "Town"), and the Underwriter. Such expenses are detailed in the attached Schedule A. The Bonds are being issued in two series – the Town's $____________ Public Improvement Revenue and Refunding Bonds, Series 2010A (Capital Improvement Program) (the "Series 2010A Bonds") and the Town's $__________ Public Improvement Revenue Bonds, Series 2010B (Worth Avenue Commercial District Project) (the "Series 2010B Bonds").

2. No person or persons have any understanding regarding promised compensation or consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Town and the Underwriter or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the captioned Bonds, except as disclosed in paragraph 5 hereto.

3. The Underwriter's Total Underwriting Spread is $_________/$1,000 of Series 2010A Bonds, equivalent to $___________. The Underwriter's Total Underwriting Spread is $________/$1,000 of Series 2010B Bonds, equivalent to $____________.

4. The Management Fee is $_________/$1,000 of Series 2010A Bonds, equivalent to $___________. The Management Fee is $________/$1,000 of Series 2010B Bonds, equivalent to $____________.

5. The Underwriter's Expenses are $_______/$1,000 of Series 2010A Bonds, equivalent to $__________. The Underwriter's Expenses are $_______/$1,000 of Series 2010B Bonds, equivalent to $____________.

No fee, bonus or other compensation will be paid by the Underwriter in connection with the Bond issue to any person not regularly employed or retained by the Underwriter except Underwriter's Counsel, Ruden, McClosky, Smith, Schuster & Russell, P.A., as shown on Schedule A hereto and as otherwise disclosed in the Final Official Statement.

6. The names and address of the Underwriter is:

Citigroup Global Markets Inc.
11780 U.S. Highway 1
Suite 201 North Tower
North Palm Beach, FL 33408

Respectfully submitted,
Citigroup Global Markets Inc.

By:______________________________
Michael Hole
Managing Director

Date: ______________

SCHEDULE A

DISCLOSURE STATEMENT REQUIRED BY FLORIDA STATUTES SECTION 218.385

$______________
TOWN OF PALM BEACH, FLORIDA
Public Improvement Revenue and Refunding Bonds, Series 2010A
(Capital Improvement Program)

Underwriter's Expenses	$/1000	Amount
Underwriter's Counsel Fee		
Underwriter's Counsel Expenses		
SIFMA Fee		
CUSIP Fee		
Dalcomp Fee		
Interest on Day Loan		
Out-of-Pocket Expenses		
TOTAL		

$________________
TOWN OF PALM BEACH, FLORIDA
Public Improvement Revenue Bonds, Series 2010B
(Worth Avenue Commercial District Project)

Underwriter's Expenses	$/1000	Amount
Underwriter's Counsel Fee		
Underwriter's Counsel Expenses		
SIFMA Fee		
CUSIP Fee		
Dalcomp Fee		
Interest on Day Loan		
Out-of-Pocket Expenses		

EXHIBIT "C"

MATURITY SCHEDULE

$______________
TOWN OF PALM BEACH, FLORIDA
Public Improvement Revenue and Refunding Bonds, Series 2010A
(Capital Improvement Program)

Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price

$_______________
TOWN OF PALM BEACH, FLORIDA
Public Improvement Revenue Bonds, Series 2010B
(Worth Avenue Commercial District Project)

Maturity	Amount	Rate	Yield	Price

Redemption Provisions

Redemption of Series 2009A Bonds

Redemption of the Series 2009B Bonds

TOWN OF PALM BEACH, FLORIDA

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
as Escrow Agent

ESCROW DEPOSIT AGREEMENT

Dated February __, 2010

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT made and entered into this __ day of February, 2010, by and between the Town of Palm Beach, Florida (the "Town"), a municipal corporation of the State of Florida validly existing under and by virtue of the laws of the State of Florida, and its successors and assigns and The Bank of New York Mellon Trust Company, N.A., a banking corporation duly organized and existing under the laws of the United States, and its successors and assigns, as Escrow Agent (the "Escrow Agent"):

W I T N E S S E T H:

WHEREAS, the Town has heretofore issued and there are now outstanding the Refunded Bonds (as hereinafter defined) under and pursuant to the Refunded Bond Resolution (as hereinafter defined); and

WHEREAS, the Refunded Bonds are to be refunded through a portion of the proceeds of the Town's $_________ aggregate principal amount Public Improvement Revenue Refunding Bonds, Series 2010A (the "2010A Bonds"), and other available moneys of the Town as contemplated by the Series 2010 Resolution (as hereinafter defined); and

WHEREAS, pursuant to Article V of the Refunded Bond Resolution, the Refunded Bonds shall be deemed to be paid within the meaning of the Refunded Bond Resolution and shall no longer be secured by or entitled to the benefits of the Refunded Bond Resolution except for the purposes of the payment from the money and U.S. obligations hereunder when: (a) payment of the principal of and premium, if any, on such Refunded Bonds, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption) shall have been provided for by irrevocably depositing with the Paying Agent for the Refunded Bonds or a bank or trust company acting as escrow agent in trust and irrevocably setting aside exclusively for such payment U.S. Obligations maturing as to principal and interest in such amount and at such time as will ensure the availability of sufficient moneys to make such payment, (b) all necessary and proper fees, compensation and expenses of the Paying Agent or escrow agent pertaining to any such deposit shall have been paid or the payment thereof provided for to the satisfaction of the Paying Agent or escrow agent, as the case may be, and (c) proper notice of redemption of such Refunded Bonds shall have been previously given in accordance with the Refunded Bond Resolution; and

WHEREAS, in order to provide for the payment of principal of, interest on and redemption premium, if any, on the Refunded Bonds by the proper and timely deposit and application of the moneys and obligations (including investment income and earnings derived therefrom) required for payment of the Refunded Bonds and to furnish irrevocable instructions therefor, it is necessary to enter into this Escrow Deposit Agreement and to enter into certain covenants for the benefit of the holders from time to time of the Refunded Bonds.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties hereto agree as follows:

DEFINITIONS

In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Agreement" shall mean this Escrow Deposit Agreement, dated February __, 2010, by and between the Town and the Escrow Agent.

"Bond Registrar" shall mean The Bank of New York Mellon Trust Company, N.A.

"Escrow Agent" shall mean The Bank of New York Mellon Trust Company, N.A., as Escrow Agent.

"Paying Agent" shall mean The Bank of New York Mellon Trust Company, N.A.

"Refunded Bonds" shall mean the Town of Palm Beach, Florida Revenue Bonds, Series 2003B (Capital Improvement Project) maturing on January 1, 2011, through and including January 1, 2033, as described in Schedule A-1 hereto.

"Refunded Bond Resolution" shall mean Resolution No 12-03 as supplemented by Resolution No. 13-03 both adopted by the Town Council on March 25, 2003.

"Series 2010 Resolution" shall mean Resolution No. __-10 as supplemented by Resolution No. __-10 both adopted by the Town Council on January 12, 2010.

"Town" shall mean the Town of Palm Beach, Florida, a municipal corporation validly existing under the laws of the State of Florida.

"U.S. Obligations" shall mean direct non-callable, non-prepayable obligations of, or direct non-callable, non-prepayable obligations unconditionally guaranteed as to full and timely payment by, the United States of America which are not subject to redemption prior to their maturity other than at the option of the holder thereof and maturing not later than such date or dates on which such monies will be needed to pay principal of, interest, and redemption premium, if any, on the Refunded Bonds pursuant to the terms hereof. "U.S. Obligations" shall not include investments in investment funds.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

SECTION 1. (a) There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund designated as the "Town of Palm Beach, Florida Public Improvement Revenue Refunding Bonds, Series 2010A Escrow Fund" (hereinafter the "Escrow Fund") to be held in the custody of the Escrow Agent separate and apart from all other funds of the Town or the Escrow Agent.

(b) Concurrently with the execution of this Agreement, there is hereby deposited with the Escrow Agent, and the Escrow Agent hereby acknowledges the receipt of, immediately available moneys in the amount of $_________ (of which $__________ is derived from the proceeds of the 2010A Bonds and $_________ represents accumulated revenues designated to pay debt service on the Refunded Bonds). The amount received by the Escrow Agent pursuant to the preceding sentence shall be deposited in the Escrow Fund. The amount deposited in the Escrow Fund will be sufficient to purchase the U.S. Obligations listed on Schedule B hereto, leaving a cash balance in the Escrow Fund of $__________.

SECTION 2. The Escrow Agent, at the written direction of the Town which is hereby given to the Escrow Agent pursuant to this Section, shall purchase the U.S. Obligations listed on Schedule B hereto (including all "Subsequent Purchases" at the times and amounts set forth on Schedule B) solely from the moneys deposited in the Escrow Fund. The Escrow Agent shall apply the moneys deposited in the Escrow Fund and the U.S. Obligations purchased therewith, together with all income or earnings thereon, to the payment of the principal or redemption price of and interest due or to become due on the Refunded Bonds as the same become due and payable. The Escrow Agent shall withdraw from the Escrow Fund the maturing principal amount of and the interest paid on the U.S. Obligations, together with any other moneys available for such purpose, and shall pay over to the Paying Agent moneys in an amount sufficient to pay, when due, the principal or redemption price of and interest on the Refunded Bonds as the same shall become due, as set forth in Schedule A-1 attached hereto. The Escrow Agent shall have no power or duty to invest or reinvest any moneys held hereunder to make substitutions of U.S. Obligations held hereunder or to sell, transfer or otherwise dispose of the U.S. Obligations acquired hereunder except as provided in this Agreement.

SECTION 3. The Town hereby irrevocably designates the Refunded Bonds for prior optional redemption on January 1, 2013. The Town hereby irrevocably instructs the Escrow Agent to cause the Paying Agent to mail postage prepaid, no less than thirty (30) days nor more than sixty (60) days prior to January 1, 2013, a notice of redemption of the Refunded Bonds substantially in the form of Exhibit A-1 hereto to such persons and at the time and in the manner required by the Refunded Bond Resolution. Additionally, with respect to the Refunded Bonds, the Town irrevocably instructs the Escrow Agent to mail postage prepaid, a notice in substantially the form of Exhibit B-1 hereto, as soon as practicable, to each of the owners of the Refunded Bonds then outstanding, at its address, if any, appearing upon the registry of the Town. The Escrow Agent hereby accepts the irrevocable instructions given to it in this Section and hereby confirms that it will take all the actions required to be taken by it under the Refunded Bond Resolution in order to effectuate the redemption or payment of the Refunded Bonds in accordance with this Section.

SECTION 4. At the written request of the Town and upon compliance with the conditions hereinafter stated, the Escrow Agent shall have the power to sell, transfer, request the redemption or otherwise dispose of the U.S. Obligations held in the Escrow Fund and to substitute therefor U.S. Obligations which are not subject to redemption prior to maturity and which are available for purchase with the proceeds derived from such disposition on the date of such transaction. The foregoing may be effected only if: (i) the amounts and dates on which the anticipated transfers from the Escrow Fund to the Paying Agent for the payment of the principal or redemption price of and interest on the 2010A Bonds or the Refunded Bonds will not be diminished or postponed thereby, (ii) the Escrow Agent shall receive and may rely upon the unqualified opinion of a lawyer or a firm of lawyers nationally recognized in the field of municipal finance to the effect that such disposition and substitution would not cause any of the Refunded Bonds to be an “arbitrage bond” within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended, and the regulations thereunder in effect on the date of such disposition and substitution and applicable to obligations issued on the issue date of the 2010A Bonds and (iii) the Escrow Agent shall receive a certification from a firm of independent certified public accountants stating that, after such transaction, the principal of and interest on the U.S. Obligations in the Escrow Fund will, together with other moneys available for such purpose, be sufficient to pay, when due, the principal or redemption price of and interest on the Refunded Bonds without further reinvestment.

SECTION 5. The trust created hereby shall be irrevocable and may not be pledged other than to the holders of the Refunded Bonds. The holders of the Refunded Bonds shall have an express first lien on all moneys and the principal of and interest due or to become due on all U.S. Obligations deposited in the Escrow Fund until used and applied in accordance with this Agreement.

SECTION 6. The Escrow Agent shall not be liable for any loss resulting from any investment made pursuant to the terms and provisions of this Agreement. The liability of the Escrow Agent for the payment of the principal or redemption price, if applicable, of and interest on the Refunded Bonds shall be limited to the amounts deposited in the Escrow Fund pursuant to this Agreement and the earnings thereon. The Escrow Agent shall have no lien whatsoever upon any of the moneys in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement.

Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Town. The Escrow Agent may conclusively rely, as to the correctness of statements, conclusions and opinions therein, upon any certificate, report, opinion or other document furnished to the Escrow Agent pursuant to any provision of this Agreement; the Escrow Agent shall be protected and shall not be liable for acting or proceeding, in good faith, upon such reliance; and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Escrow Agent may consult with counsel, who may be counsel to the Town or independent counsel, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance herewith. Prior to retaining such independent counsel, the Escrow Agent shall notify the Town of its intention to retain counsel.

The Escrow Agent shall be paid by the Town from time to time all reasonable compensation for all services rendered by the Escrow Agent under this Agreement or any amendment hereto, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties hereunder, including any costs, expenses and liabilities incurred in carrying out its duties hereunder during an attempt to pursue any remedy hereunder.

SECTION 7. The Escrow Agent, at the time acting hereunder, may at any time resign and be discharged from the duties and obligations hereby created by giving not less than forty-five (45) days' written notice to the Town and mailing notice thereof, specifying the date when such resignation will take effect, to the Town and the Paying Agent, but no such resignation shall take effect unless a successor Escrow Agent hereunder shall have been appointed by the Town and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be removed at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent, to the Town and signed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding, but no such removal shall take effect until the appointment and acceptance of a successor Escrow Agent.

In the event the Escrow Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor shall be appointed by the Town. The Town shall mail notice of any such appointment made by it at the times and in the manner described in the first paragraph of this Section 7.

In the event that no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by the Town pursuant to the foregoing provisions of this Section 7 within sixty (60) days after written notice of resignation of the Escrow Agent has been given to the Town, the holder of any of the Refunded Bonds or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

In the event of replacement or resignation of the Escrow Agent, the Escrow Agent shall remit to the Town the prorated portion of prepaid fees not yet incurred or payable less any termination fees and expenses at the time of discharge.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation with trust powers organized under the banking laws of the United States or any state, and shall have at the time of appointment capital and surplus of not less than $75,000,000.

Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the Town an instrument in writing accepting such appointment hereunder and thereupon such successor Escrow Agent, without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor; but such predecessor shall nevertheless, on the written request of such successor Escrow Agent or the Town execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trust of such predecessor hereunder; and every predecessor Escrow Agent shall deliver all securities and moneys held by it to its successor; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Escrow Agent shall be paid in full. Should any transfer, assignment or instrument in writing from the Town be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the Town.

Any corporation into which the Escrow Agent, or any successor to it in the trusts created by the Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or tax-free reorganization to which the Escrow Agent or any successor to it shall be a party or any corporation to which the Escrow Agent or successor to it shall sell or transfer all or substantially all of its corporate trust business, shall be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 8. This Agreement is made for the benefit of the Town and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Escrow Agent and the Town; provided, however, that the Town and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant to, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or Town that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and

(c) to include under this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of a lawyer or a firm of lawyers nationally recognized in the field of municipal finance with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

SECTION 9. This Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made. The balance of moneys, if any, remaining in the Escrow Fund established under this Agreement shall thereafter be returned to the Town.

SECTION 10. The Escrow Fund shall be and constitute a trust fund for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the Town and the Escrow Agent and used only for the purposes and in the manner provided in this Agreement.

SECTION 11. If any one or more of the covenants or agreements provided in this Agreement on the part of the Town or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 12. All the covenants, promises and agreements in this Agreement contained by or on behalf of the Town or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 13. This Agreement shall be governed by the applicable law of the State of Florida.

SECTION 14. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers as of the date first above written.

TOWN OF PALM BEACH, FLORIDA

By:___________________________________
Mayor

[SEAL]

Attest:______________________
Town Clerk

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Escrow Agent

By:___________________________________
Title:__________________________________

SCHEDULE A-1

Refunded Bonds

Town of Palm Beach, Florida Revenue Bonds, Series 2003B (Capital Improvement Project) maturing on January 1, in the years and the principal amounts set forth below:

Year	Principal Amount	Coupon Rate
2011	$140,000	3.500%
2012	145,000	3.700
2013	150,000	3.800
2014	155,000	3.800
2015	160,000	4.000
2016	170,000	4.000
2017	175,000	4.125
2018	180,000	4.250
2019	190,000	4.400
2020	200,000	4.375
2021	210,000	4.500
2022	215,000	4.500
2023	225,000	4.625
2028	1,315,000	4.750
2033	1,680,000	5.000

Annual
Payment Schedule
Refunded Bonds

Payment Date	Interest	Principal	Premium	Total Payment Date Requirements
July 1, 2010	$	$0		
January 1, 2011				
July 1, 2011				
January 1, 2012				
July 1, 2012				
January 1, 2013		$5,310,000.00	$0.00	

Paying Agent: The Bank of New York Mellon Trust Company, N.A.

SCHEDULE B

US OBLIGATIONS

I. PURCHASES

PART I: RESTRICTED SECURITIES:

Type of Security	Purchase Date	Maturity Date	Par Amount	Coupon Rate	Price

PART II: OPEN MARKET SECURITIES PURCHASED WITH ACCRUED DEBT SERVICE:

Type of Security	Purchase Date	Maturity Date	Par Amount	Coupon Rate	Price

EXHIBIT A-1

NOTICE OF REDEMPTION

TOWN OF PALM BEACH, FLORIDA
REVENUE BONDS SERIES 2003B
(CAPITAL IMPROVEMENT PROJECT)
(DATED: APRIL 24, 2003)
MATURING ON JANUARY 1, 2011
THROUGH AND INCLUDING JANUARY 1, 2033

NOTICE IS HEREBY GIVEN to the holders of the outstanding Town of Palm Beach, Florida Revenue Bonds, Series 2003B (Capital Improvement Project), maturing on January 1, 2011 through and including January 1, 2033 collectively, (the "Bonds") that (i) pursuant to the requirements of Article V of Resolution No. 12-03 adopted by the Town Council of the Town of Palm Beach, Florida on March 25, 2003 (the "Refunded Bond Resolution"), the Town has deposited with The Bank of New York Mellon Trust Company, N.A., as Escrow Agent, in escrow, direct non-callable, non-prepayable obligations of or direct non-callable, non-prepayable obligations unconditionally guaranteed as to the full and timely payment by, the United States of America, which, together with cash on deposit with the Escrow Agent shall be sufficient, to pay when due the principal or redemption price if applicable, and the interest due and to become due on said Bonds on January 1, 2013 (the "Redemption Date"), and as a result of such deposit said Bonds are deemed to have been paid in accordance with Article V of the Refunded Bond Resolution and (ii) such Bonds have been called for redemption prior to maturity on Redemption Date, at the redemption prices set forth below, plus accrued interest to such date of redemption.

The Bond numbers, interest rates, CUSIP, redemption prices and maturities to be redeemed are as follows:

Bond No.	Maturity Date	Interest Rate	Redemption Price	CUSIP No.*

On January 1, 2013, there shall become due and payable upon presentation and surrender of the Bonds at the office of The Bank of New York Mellon Trust Company, N.A., [New York, New York], the above-mentioned redemption prices, together with interest accrued on the

* THE ABOVE CUSIP NUMBER HAS BEEN ASSIGNED TO THE BONDS BY THE CUSIP SERVICE BUREAU OF STANDARD AND POOR'S CORPORATION AND IS INSERTED HEREIN FOR THE CONVENIENCE OF THE HOLDER(S) OF THE BONDS TO BE REDEEMED. NO REPRESENTATION IS MADE AS TO THE CORRECTNESS OR ACCURACY OF THE FOREGOING CUSIP NUMBER OR THE CUSIP NUMBER PRINTED ON THE BONDS.

Bonds to such redemption date and, **FROM AND AFTER JANUARY 1, 2013, INTEREST ON THE BONDS SHALL CEASE TO ACCRUE AND BE PAYABLE.**

Payment of the amounts due will be made only on presentation and surrender of the Bonds at the Office of the Bond Registrar.

In compliance with the Interest and Dividend Compliance Act of 1983 and Broker Reporting Requirements, we are required to withhold 31% of the principal amount of your holdings redeemed unless we are provided with your Social Security Number or Taxpayer Identification Number, properly certified or submitted on a W-9 Form. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your bonds for payment.

Dated this ___ day of November, 2012.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By:_________________________________
Paying Agent

EXHIBIT B-1

DEFEASANCE NOTICE

TOWN OF PALM BEACH, FLORIDA
REVENUE BONDS SERIES 2003B
(CAPITAL IMPROVEMENT PROJECT)
(DATED: APRIL 24, 2003)
MATURING ON JANUARY 1, 2011
THROUGH AND INCLUDING JANUARY 1, 2033

NOTICE IS HEREBY GIVEN that, pursuant to Article V of Resolution No. 12-03 adopted by the Town Council of the Town of Palm Beach, Florida on March 25, 2003 (the "Refunded Bond Resolution"), the Town has irrevocably deposited with The Bank of New York Mellon Trust Company, N.A., as Escrow Agent, and irrevocably set aside for such payment, cash and U.S. government securities, maturing as to principal and interest in such amounts and at such times as will ensure the availability of sufficient moneys to pay the principal, interest and redemption premium, if any on the Town of Palm Beach, Florida Revenue Bonds, Series 2003B (Capital Improvement Project) maturing on January 1, 2011 through and including January 1, 2033 (collectively the "Refunded Bonds"). The Bond Numbers, CUSIP Numbers and maturity of such Refunded Bonds are as follows:

Bond No.	Maturities	Principal Amount	CUSIP No.

The above-described bonds have been selected for redemption prior to their maturity on January 1, 2013 (the "Redemption Date"). **ON OR AFTER THE REDEMPTION DATE, NO INTEREST SHALL ACCRUE ON SAID REFUNDED BONDS.** The Refunded Bonds which have been called for redemption will be paid from funds irrevocably deposited for this purpose in the Town of Palm Beach, Florida Public Improvement Revenue Refunding Bonds, Series 2010A established with the Escrow Agent.

TOWN OF PALM BEACH, FLORIDA

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.
as Paying Agent for the
Refunded Bonds

Dated February ____, 2010.

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2010

Section of Agenda

Regular Agenda - New Business

Agenda Title

Proposed Landscape Plan and Fundraising Project at 240 Park Avenue.

Presenter

H. Paul Brazil, Director of Public Works

Supporting Documents

- Memorandum dated January 4, 2010, from H. Paul Brazil, Director of Public Works
- Landscape Plan

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 2010

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: H. Paul Brazil, Director of Public Works

Re: Proposed Landscape Improvements for 240 Park Avenue

Date: January 4, 2010

STAFF RECOMMENDATION

Town staff recommends that the Town Council approve the proposed landscape plan. If approved, the Town Manager would be authorized to accept donations for the landscape improvements at 240 Park Avenue, a Town-owned property.

Also, staff requests direction concerning accepting the donations that are proposed to raise funds for a private organization.

GENERAL INFORMATION

Town Council previously approved a $10,000 budget for restoration of the site after demolition. This included irrigation, sod, and minimal landscaping. This work is underway.

Park Avenue residents have expressed an interest in enhancing the landscaping at 240 Park Avenue. Town staff is in consultation with the Civic Association and has worked with their landscape architect to develop a master plan for the Town-owned property. The landscape plan for this area is attached.

The scope of this plan includes plantings, benches, a dog fountain, and engraved pavers. The proposed project costs will be funded by donations. Recurring maintenance for the newly installed improvements shall be the responsibility of the Town.

Island Cats of Palm Beach, Inc., wants to "sell"sponsorship of the proposed improvements to donors to raise funds for their program. Most notably, the pavers would have the donors' names or pets' names engraved on them. We have been informed that this has been done in other communities to raise funds for similar programs. However, to staff's knowledge, this has not been done in Palm Beach. We are concerned about the precedent of allowing a private organization to use Town property to "sell" amenities for private fund raising and we urge Town Council to be very cautious in considering that request.

FUNDING/FISCAL IMPACT

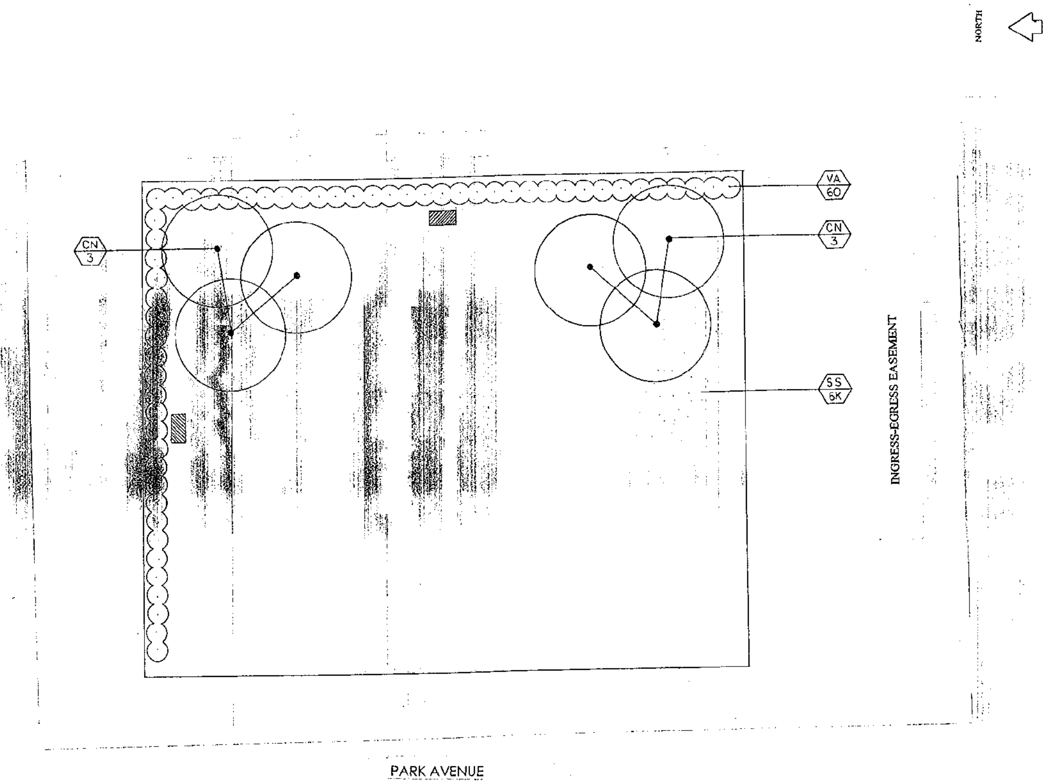
The Town contribution for its share of the work will be funded from $10,000 already allocated before the building's demolition, for the specific purpose of improving the property's landscape by installation of an irrigation system and sod. No additional funds are being requested.

HPB:mrs

cc: Eric B. Brown, P.A., Assistant Director of Public Works
Charles R. Langley, P.A., Assistant Director of Public Works
Joseph J. Ugi, Facilities Maintenance Manager

240 Park Avenue Planting Design
Plant Schedule

KEY	BINOMIAL	COMMON NAME	SIZE	QUANTITY
SS	Stenotaphrum, 'Floratam'	St. Augustine Grass	N/A	6,000 Sq. Ft.
CN	Cocos nucifera, 'Dwf. Malayan'	Dwarf Malayan Coconut	10'-12'	6
VA	Viburnum, 'Awabuki'	Sweet Viburnum	3G	60



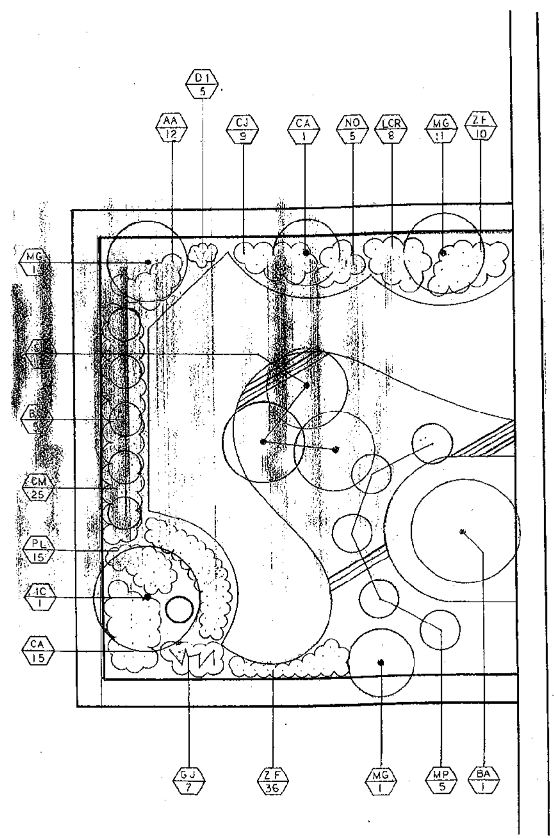
SITE PLANTING DESIGN
240 PARK AVENUE, PALM BEACH, FLORIDA

DRAWN BY: EWS
SCALE: 1" = 8'-0"
December 18, 2009

PLANT SPECIFICATIONS:

247 Park Avenue Park Design
Plant Schedule

Symbol	Plant Name	Common Name	Size	Quantity
ZF	Zamia floridana	Coontie	3G	36
LCR	Leea coccinea, 'rubra'	West Indian Holly	7G	8
NO	Nerium oleander, 'Ice Pink'	Oleander	3G	5
CJ	Crinum jagus	St. Christopher's lily	7G	9
DI	Dietes iridioides	Fortnight Lily	1G	7
AA	Agapanthus africanus	Lily of the Nile	3G	12
CM	Carissa macrocarpa, 'Emerald Blanket'	Dwf. Natal Plum	3G	25
LM	Liriope muscari, 'Evergreen Giant'	Lilyturf	1G	25
PE	Philodendron evansii	Evan's Philodendron	15G	1
CAV	Costus amazonicus, var. variegatus	Ginger	3G	15
PL	Psychotria ligustrifolia	Bahama Dwf. Coffee	3G	17
GJ	Gardenia augusta, 'Miami Supreme	Gardenia	7G	7
BC	Bambusa chungii	Tropical Blue Bamboo	7G	5
MP	Mussaenda, 'Dona Aurora'	Mussaenda	3G	5
BA	Bulnesia arborea	Verawood	12'-14'	1
SL	Stemmadenia litoralis	Crepe Jasmine Tree	6'-7'	3
MG	Magnolia grandiflora, 'Alta'	Southern Magnolia	12'-14'	3
IC	Ilex cassine	Dahoon Holly	12'	1
CA	Copernicia alba	Wax Palm	25G	1
LM	Liriope muscari, 'Evergreen Giant'	Lilyturf	1G	900



LIFE FORCE NURSERIES, INC.

LOXAHATCHEE, FLORIDA 33470
STEVEN M. DAUBER L.A. 1121
DATE: 1.05.2010 SCALE: 1/8"=1'-0"

CONSULTATION AND ADVISORY SERVICES PROVIDED FREE OF ANY CHARGE OF OTHER CONSIDERATIONS AND IS RENDERED AS A COMMUNITY SERVICE FOR THE PARTIES INVOLVED.

Conceptual Layout Plan

SITE PLANTING DESIGN
247 PARK AVENUE, PALM BEACH, FLORIDA

TOWN OF PALM BEACH • DEPT. OF PUBLIC WORKS

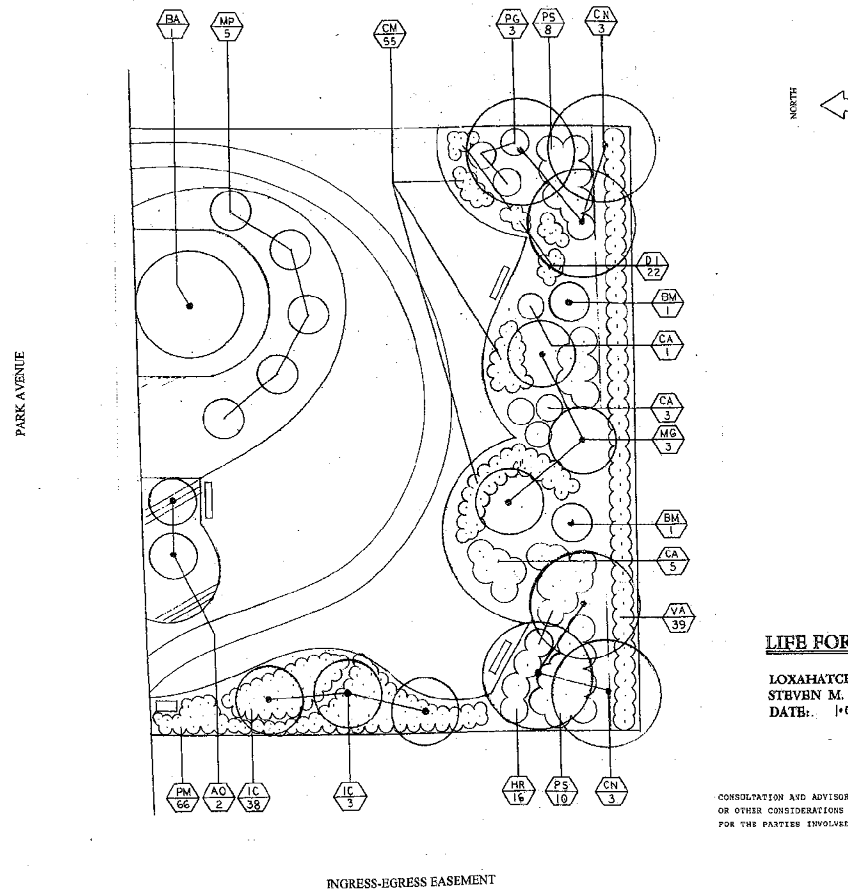
DRAWN BY: EWS
SCALE: 1" = 8'- 0"
December 18, 2009

SHEET: 1 OF 2

PLANT SPECIFICATIONS:

240 Park Avenue Planting Design
Plant Schedule

KEY	BINOMIAL	COMMON NAME	SIZE	QUANTITY
LM	Uriope muscari, 'Evergreen Giant'	Lilyturf	1G	900
CN	Cocos nucifera	Coconut	12'-14'	6
VA	Viburnum 'Awabuki'	Sweet Viburnum	3G	39
CA	Crinum, 'Queen Emma'	Giant Spider Lily	7G	9
IC	Ilex cassine	Dahoon Holly	12'	3
IV	Ilex vomitoria, 'Schilling's Dwf.'	Yaupon Holly	3G	38
PM	Podocarpus macrophyllus, 'Pringles'	Dwf. Japanese Yew	3G	66
MG	Magnolia grandiflora, 'Alta'	Southern Magnolia	12'-14'	3
BM	Bambusa textilis, 'Scranton'	Bamboo	25G	2
PS	Philodendron selloum	Saddle-leaf Philodendron	3G	19
DI	Dietes iridioides	Fortnight Lily	1G	22
CM	Carissa macrocarpa, 'Emerald Blanket'	Dwf. Natal Plum	3G	55
PG	Podocarpus gracilior	Weeping Jap. Yew	15G	3
HR	Hibiscus rosa-sinensis, 'Ruth Wilcox'	Chinese Hibiscus	3G	16
BA	Bulnesia arborea	Verawood	12-14'	1



LIFE FORCE NURSERIES, INC.

LOXAHATCHEE, FLORIDA 33470
STEVEN M. DAUBER L.A. 1121
DATE: 1-06-2010 SCALE: 1/8" = 1'-0"

CONSULTATION AND ADVISORY SERVICES PROVIDED FREE OF ANY CHARGE OR OTHER CONSIDERATIONS AND IS RENDERED AS A COMMUNITY SERVICE FOR THE PARTIES INVOLVED.

Conceptual Layout Plan

SITE PLANTING DESIGN
240 PARK AVENUE, PALM BEACH, FLORIDA

TOWN OF PALM BEACH • DEPT. OF PUBLIC WORKS

DRAWN BY: EWS
SCALE: 1" = 8'-0"
December 18, 2009

SHEET: 2 OF 2

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2010

Section of Agenda

Regular Agenda - New Business

Agenda Title

RESOLUTION NO. 12-10 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Recreation Department Fees for Fiscal Year 2010 and Granting Authority to the Director of Recreation to Modify Daily Play Fees for the Par 3 Golf Course, When Necessary, to Maximize Revenue During Underused Times.

Presenter

Jay Boodheshwar, Director of Recreation

Supporting Documents

- Memorandum Dated January 6, 2010, from Jay Boodheshwar, Director of Recreation
- Resolution No. 12-10
- Exhibit I - Golf Course

TOWN OF PALM BEACH

Information for Town Council Meeting on: January 12, 2010

To: Mayor and Town Council

Via: Peter B. Elwell, Town Manager

From: Jay Boodheshwar, Director of Recreation

Re: Amendment to the Par 3 Golf Course Fee Schedule
Resolution No. 12-10

Date: January 6, 2010

STAFF RECOMMENDATION

Staff recommends the approval of Resolution No. 12-10, amending Recreation Department fees as highlighted in Exhibit I – Golf Course, dated January 5, 2010, and granting authority to the Director of Recreation to modify daily play fees, when necessary, to fill underused tee times and promote specials in an attempt to attract new play.

GENERAL INFORMATION

The Palm Beach Par 3 Golf Course re-opened for play following a brief opening ceremony on December 9, 2009. Since this date play has steadily increased, with a high of 185 rounds on December 28th. Even with the unseasonably cool temperatures in late December, a total of 1,912 rounds of golf were played from December 9 to December 31, which is an average of 83 rounds per day for these 23 days. Approximately 40% of December's play included Palm Beach residents, which is significantly higher than the historical average of 25%. As a point of reference, 2,058 rounds were played in December 2008, averaging 66 rounds daily and 2,564 rounds were played in December 2007, an average of 82 rounds daily.

With a little less than 10 months of operation in FY10, staff has identified the goal of achieving approximately 30,000 rounds of golf. After experiencing 1,912 rounds in December 2009, a total of 28,080 rounds will be required from January 2010 to September 2010 to achieve this goal. An average of 140 rounds of golf daily will be necessary in the months of January through April and an average of 75 rounds of golf daily will be necessary in the months of May through September to accomplish this.

The golf course budget for FY10 is $945,000. Approximately $30,000 is anticipated from the Town's share of teaching services and merchandise sales. Assuming an average of $35 per round in revenue, approximately 26,100 rounds of golf will be required to cover operating costs for FY10. The achievement of 30,000 rounds would result in approximately $1,050,000. As a reference, a total of 25,275 rounds were played in FY2008, 28,952 in FY07, 31,118 in FY06, and 33,875 in FY05. Historically, the four busiest months of play were January through April. Assuming continued interest in the "new" Par 3, with additional regional and potentially national exposure, and an improving economy, the goal of achieving 30,000 in a shortened year appears very promising.

Because Palm Beach County is saturated with daily play golf courses and the struggling economy continues to impact discretionary spending, especially for leisure activities such as golf, staff is requesting authorization to modify fees when necessary to maximize play. To fill underused tee times and promote new play, staff may find it necessary to offer specials from time to time. Special offers would be used only when necessary and will be consistent with industry practices and what our local competition is doing to accomplish similar results. Staff is also recommending a minor amendment to the FY10 fee schedule, which will expand 9-hole playing opportunities into the afternoon at a lesser rate. Staff has received considerable feedback during the first month of play regarding 9-hole play, especially from our senior customer base.

At the January 6, 2010, Recreation Advisory Commission meeting these recommendations were reviewed and thoroughly discussed. A motion was unanimously approved, recommending approval of the proposed rate modifications, as well as authority being granted to the Director of Recreation to modify daily play fees, when necessary, to fill underused tee times and promote specials in an attempt to attract new play.

FUNDING/FISCAL IMPACT

The fiscal impact will depend upon the success of special rates in attracting new play and filling slow times, but the intent is to generate revenue for tee times that may otherwise go unsold.

TOWN ATTORNEY REVIEW

Resolution No. 12-10 is a standard resolution which the Town Attorney has previously approved for legal form and sufficiency.

cc: Recreation Commission Members
Jane Struder, Finance Director
Richard Dytrych, Golf Pro/Manager

RESOLUTION NO. 12-10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING RECREATION DEPARTMENT FEES FOR FISCAL YEAR 2010 AND GRANTING AUTHORITY TO THE DIRECTOR OF RECREATION TO MODIFY DAILY PLAY FEES FOR THE PAR 3 GOLF COURSE, WHEN NECESSARY, TO MAXIMIZE REVENUE DURING UNDERUSED TIMES.

* * * * *

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

Section 1: The attached list of Recreation Department Fees and effective dates, as listed on Exhibit I – Golf Course, revised on January 5, 2010, incorporated by reference as part of this resolution are hereby amended.

Section 2: The Director of Recreation is authorized to modify daily play fees, when necessary, to fill underused tee times and promote specials in an attempt to attract new play and maximize revenue for the golf course.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 12th day of January 2010.

Jack McDonald, Mayor	David A. Rosow, Town Council President
	Gail Coniglio, Town Council President Pro Tem
	William J. Diamond, Town Council Member
ATTEST:	Richard M. Kleid, Town Council Member
Joanna Cunningham, Town Clerk	Robert N. Wildrick, Town Council Member

FY2010 Fee Schedule: Recreation Department
Proposed Amendment

Exhibit I – Golf Course

WINTER SEASON **(December 21 – April 11)**	**Regular Rate**	**Resident Guest/ Hotel Partner**	**Palm Beach Resident**
Green Fee	$ 42.00	$ 37.00	$ 34.00
Green Fee (after 1:00 pm)	$ 37.00	$ 34.00	$ 32.00
Green Fee (after ~~3:30~~ 2:30 pm)	$ 25.00	$ 25.00	$ 25.00
Green Fee (9 holes at Dawn – 8:30am and after 2:00pm)	$ ~~28.00~~ 21.00	$ ~~25.00~~ 19.00	$ ~~22.00~~ 17.00
Junior Green Fee	$ 25.00	$ 22.00	$ 20.00
Junior Green Fee (after 3:30 pm)	$ 15.00	$ 15.00	$ 15.00
12 Play Pass	$ 420.00	$ 370.00	$ 340.00
Maintenance and Improvement Fee – Daily Play	$ 3.00	$ 3.00	$ 3.00
Maintenance and Improvement Fee – 12 Play Pass	$ 36.00	$ 36.00	$ 36.00

SHOULDER SEASONS **(Nov. 1 –Dec 20, April 12 – April 30)**	**Regular Rate**	**Resident Guest/ Hotel Partner**	**Palm Beach Resident**
Green Fee	$ 35.00	$ 32.00	$ 30.00
Green Fee (after Noon)	$ 32.00	$30.00	$ 28.00
Green Fee (after ~~4:30~~ 3:30 pm)	$ 21.00	$ 21.00	$ 21.00
Green Fee (9 holes at Dawn – 8:30am and after 2:00pm)	$ ~~21.00~~ 19.00	$ ~~19.00~~ 17.00	$ ~~17.00~~ 15.00
Junior Green Fee	$ 20.00	$ 18.00	$ 16.00
Junior Green Fee (after 4:30 pm)	$ 10.00	$ 10.00	$ 10.00
12 Play Pass	$ 350.00	$ 320.00	$ 280.00
Maintenance and Improvement Fee – Daily Play	$ 3.00	$ 3.00	$ 3.00
Maintenance and Improvement Fee – 12 Play Pass	$ 36.00	$ 36.00	$ 36.00

SUMMER SEASON **(May 1 – October 31)**	**Regular Rate**	**Resident Guest/ Hotel Partner**	**Palm Beach Resident**
Green Fee	$ 20.00	$ 18.00	$ 18.00
Green Fee (after Noon)	$ 17.00	$ 15.00	$ 15.00
Green Fee (after 5:00 pm)	$ 12.00	$ 10.00	$ 10.00
Green Fee (9 holes ~~at Dawn~~ Anytime)	$ 12.00	$ 10.00	$ 10.00
Junior Green Fee	$ 12.00	$ 10.00	$ 10.00
Junior Green Fee (after 5:00 pm)	$ 10.00	$ 10.00	$ 10.00
12 Play Pass	$ 200.00	$ 180.00	$ 180.00
Maintenance and Improvement Fee – Daily Play	$ 2.00	$ 2.00	$ 2.00
Maintenance and Improvement Fee – 12 Play Pass	$ 24.00	$ 24.00	$ 24.00

ANNUAL/SUMMER PASSES	**Regular Rate**	**Palm Beach Resident**
Annual Pass	$ 1,600.00	$ 1,300.00
Annual Pass – Double	$ 2,400.00	$ 1,950.00
Junior Annual Pass	$ 800.00	$ 650.00
Maintenance and Improvement Fee – Annual	$ 400.00	$ 400.00
Summer Pass	$ 450.00	$ 350.00
Summer Pass – Double	$ 600.00	$ 450.00
Junior Summer Pass	$ 300.00	$ 200.00
Maintenance and Improvement Fee – Summer	$ 150.00	$ 150.00

Revised 1/5/10

FY2010 Fee Schedule: Recreation Department
Proposed Amendment

Exhibit I – Golf Course

OTHER FEES	Winter Rate	Shoulder Rate	Summer Rate
Special Programs			
Outings	10% Off Prevailing	10% Off Prevailing	10% Off Prevailing
Leagues	N/A	10% Off Prevailing	10% Off Prevailing
Re-play Rate	50% Off Prevailing	50% Off Prevailing	50% Off Prevailing
Cart Rentals			
Riding Cart - Single	$ 14.00	$ 14.00	$ 10.00
Riding Cart – after 3:30 and 9 Holes	$ 9.00	$ 9.00	$ 7.00
Pull Cart	$ 5.00	$ 5.00	$ 4.00
Pull Cart – after 3:30 and 9 Holes	$ 3.00	$ 3.00	$ 3.00
Practice Facilities			
Small Bucket	$ 5.00	$ 5.00	$ 5.00
Medium Bucket	$ 9.00	$ 9.00	$ 8.00
Large Bucket	$ 12.00	$ 12.00	$ 10.00
10 Large Bucket Program	$ 100.00	$ 100.00	$ 90.00
Club Rentals			
Rental Clubs (Adult)	$ 20.00	$ 20.00	$ 15.00
Rental Clubs (9 Holes/Youth)	$ 13.00	$ 13.00	$ 10.00

- All fees listed do not include sales tax
- Seasons identified may be shortened or lengthened due to market competition
- Daily play rates may be discounted to fill underused times and/or to offer specials to attract new play, depending on market conditions

TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2010

Section of Agenda

Ordinances - Second Reading

Agenda Title

ORDINANCE NO. 21-09 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 10, Animals, Article I, in General, Section 10-1, Definitions, Regarding Domesticated Household Pets or Domesticated Animals and Livestock; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Presenter

John C. Randolph, Town Attorney

Supporting Documents

- Ordinance No. 21-09

ORDINANCE NO. 21-09

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 10, ANIMALS, ARTICLE I, IN GENERAL, SECTION 10-1, DEFINITIONS, REGARDING DOMESTICATED HOUSEHOLD PETS OR DOMESTICATED ANIMALS AND LIVESTOCK; 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:

<u>Section 1.</u> The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 10, Animals, Article I, In General, Section 10-1, to read as follows:

"**Sec. 10-1. Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal means every living dumb creature both domestic and wild.

At large means an animal off the premises of the owner, unless accompanied by an attendant who shall have such animal firmly held by a collar and leash.

Domesticated household pets or *domesticated animals* means dogs, cats, birds, reptiles, rabbits, guinea pigs, hamsters, fish and turtles,but shall not include livestock or exotic or wild animals which would require a permit from the state allowing such animals to be sold or possessed.

Keep, possess or *maintain* means possession of animals described in this chapter for any length of time within the corporate limits of the town and shall not be limited to keeping, possessing or maintaining such animals as household pets.

Livestock means all animals of the equine, bovine or swine class, and includes, but is not limited to, goats, sheep, mules, horses, hogs, pigs, cattle and domesticated poultry.

Owner means any person owning, keeping, harboring or otherwise maintaining an animal. In any prosecution under this chapter where it shall be found that an animal is in the custody or under control of a minor, it shall be presumed that the owner of such animal is the parent or legal guardian of such minor."

Section 2. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 3. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 4. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 5. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 17th day of December 2009, and for second and final reading on this ____________ day of _________________, 2010.

____________________________	______________________________________
Jack McDonald, Mayor	David A. Rosow, Town Council President
	______________________________________
	Gail Coniglio, Town Council President Pro Tem
	______________________________________
	William J. Diamond, Town Council Member
	______________________________________
ATTEST:	Richard M. Kleid, Town Council Member
____________________________	______________________________________
Joanna Cunningham, Town Clerk	Robert N. Wildrick, Town Council Member

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TOWN OF PALM BEACH

Town Council Meeting on: January 12, 2010

Section of Agenda

Ordinances - Second Reading

Agenda Title

ORDINANCE NO. 23-09 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 42, Environment, Article V, Noise, Section 42-196, Providing a Definition for a Considerable Number of Persons; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

Presenter

John C. Randolph, Town Attorney

Supporting Documents

- Ordinance No. 23-09

ORDINANCE NO. 23-09

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT CHAPTER 42, ENVIRONMENT, ARTICLE V, NOISE, SECTION 42-196, PROVIDING A DEFINITION FOR A CONSIDERABLE NUMBER OF PERSONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 42, Environment, Article V, Noise, Section 42-196, to read as follows:

"**Sec. 42-196. Prohibited noise.**

It shall be unlawful for any person to make, continue, or cause to be made or continued:

(1) Any loud or raucous noise;

(2) Any noise that tends to annoy the community or injure the health of the citizens in general; or

(3) Any noise that annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of any considerable number of persons. A considerable number of persons, for this section, shall mean three or more unrelated persons in separate households."

Section 2. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 3. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 4. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 5. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval, as provided by law.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach on first reading this 17th day of December 2009, and for second and final reading on this ____________ day of _________________, 2010.

Jack McDonald, Mayor	David A. Rosow, Town Council President
	Gail Coniglio, Town Council President Pro Tem
	William J. Diamond, Town Council Member
ATTEST:	Richard M. Kleid, Town Council Member
Joanna Cunningham, Town Clerk	Robert N. Wildrick, Town Council Member

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