

**REVISED**

9:41 am, Jan 05, 2018

TENTATIVE:  
SUBJECT TO  
REVISION



# TOWN OF PALM BEACH

Town Manager's Office  
**TOWN COUNCIL MEETING**

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

## **AGENDA**

**JANUARY 9, 2018**

**9:30 AM**

**Town Council Meeting**

**Welcome!**

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

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

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

### **II. INVOCATION AND PLEDGE OF ALLEGIANCE**

### **III. APPROVAL OF AGENDA**

### **IV. RECOGNITIONS**

**A. Recognition of John Page, Director of Planning, Zoning, and Building from**

November 2007 to January 2018.

**V. PRESENTATIONS**

- A.** Presentation by Applicants for the Recreation Advisory Commission.  
*Beth Zickar, Director of Recreation*

**VI. COMMENTS OF MAYOR GAIL L. CONIGLIO**

**VII. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER**

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

**IX. APPROVAL OF CONSENT AGENDA (SEE NOTE 5)**

**A. MINUTES**

1. TOWN COUNCIL MEETING MINUTES: Page 9  
Kathleen Dominguez, Town Clerk
  - a. December 11, 2017, Special Town Council Meeting Minutes
  - b. December 12, 2017, Town Council Meeting Minutes
  - c. December 13, 2017, Local Planning Agency Meeting Minutes
  - d. December 13, 2017, Development Review Town Council Meeting Minutes
2. Approval of major matters considered by the Architectural Review Commission at its meeting of December 15, 2017. Page 43  
*John S. Page, Director of Planning, Zoning and Building*

**B. RESOLUTIONS** Page 61

1. RESOLUTION NO. 01-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town Manager and Finance Director to enter into an Agreement with Bank of Montreal, To Provide the Town of Palm Beach with Credit By Way of a Corporate MasterCard Account.  
*Jane Struder, Director of Finance*

**C. OTHER**

**X. BOARD/COMMISSION ANNUAL REPORT**

- A.** Recreation Advisory Commission Annual Presentation Page 83  
*Matthew Smith, Chair*

**XI. COMMITTEE REPORTS**

- A.** Report of the Ordinances, Rules and Standards Committee Meeting of December 7, 2017. Page 88  
*Bobbie Lindsay, Chair*

## **XII. REGULAR AGENDA**

### **A. Old Business**

Page 92

1. Town-wide Undergrounding Project:  
*Steven N. Stern, Underground Utilities Project Manager*
  - a. Review of Project & Dashboard, Summary of Project Status.
  - b. Commercial Paper Update.
  - c. RESOLUTION NO. 02-2018 - A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn and Associates, Inc., in the Amount of \$944,336 for Phase 3 Engineering Design Services of the Town-Wide Undergrounding of Utilities Program.

### **2. Coastal Update:**

Page 127

- a. Shore Line Condition Update
- b. RESOLUTION NO. 03-2018 – A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Professional Coastal Engineering Services to Applied Technology & Management, Inc. in an Amount of \$189,732 for the Breakers/Clarke Avenue/Mid-Town Detailed Design and Phase 1 Permitting, and Establishing a Task Budget of \$209,000.
- c. RESOLUTION NO. 04-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing State Grant of Florida Department of Environmental Protection Contract No. 18PB1, Between the State of Florida Department of Environmental Protection and the Town of Palm Beach Under the Florida Beach Management Funding Assistance Program, Specifically Reimbursement for the 2015 Mid-Town Beach Nourishment Project, in the Amount of \$6,529,783, and Authorizing the Mayor to Execute Same on Behalf of the Town.  
*H. Paul Brazil, P.E., Director of Public Works*

### **B. New Business**

Page 197

1. Appointment of one (1) Alternate Member to the Recreation Advisory Commission.  
*Beth Zickar, Director of Recreation*
2. Presentation of Redesigned Town Website  
*Jay Boodheshwar, Deputy Town Manager*
3. Proposed Strategies for the Recruitment of a Town Manager  
*Thomas G. Bradford, Town Manager*

Page 205

Page 207

a. Report of the President

b. National Search

c. Promotion from Within

d. Transition

e. Discussion on the Timing of the Annual Evaluation of the Town Manager and the Annual Reappointment of the Town Manager.

*Bobbie Lindsay, Town Council Member*

Page 210

4. Approval of Town Sponsorship of Worth Avenue Association Special Event Proposal for Fork to Fashion event on February 21, 2018.

*Beth Zickar, Director of Recreation*

Page 216

5. RESOLUTION NO. 05-2018 A Resolution of The Town Council of The Town of Palm Beach, Florida, Opposing Legislative Efforts To Impede The Constitutional Right Florida's Citizens Have Enjoyed For Nearly 50 Years To Govern Themselves Under Municipal Home Rule Powers; Opposing The Legislature's Persistent Intrusion Into Local Finances, Which Are Necessary To Provide Financial Stability And Essential Services Uniquely Required By Municipal Residents And Local Businesses; Directing City Administration To Transmit A Certified Copy Of This Resolution To The Florida League Of Cities, The Palm Beach County Legislative Delegation And Any Other Interested Parties; Providing For Conflicts; Providing For Severability; And Providing An Effective Date.

*Gail L. Coniglio, Mayor*

**C. Matters Pulled From Consent Agenda: If needed**

**XIII. ORDINANCES**

**A. Second Reading**

Page 221

1. ORDINANCE NO. 34-2017 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 82 of the Town Code of Ordinances Relating to Personnel, at Article II, Employee Benefits, Division 2, Retirement System; Amending Subdivision I, In General, By Amending Section 82-67, United States Internal Revenue Code Qualification; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

*Thomas G. Bradford, Town Manager*

**B. First Reading**

Page 228

1. ORDINANCE NO. 01-2018 An Ordinance of the Town Council of The Town of Palm Beach, Palm Beach County, Florida, Amending The Town Charter At Section 3.01, Town Council: Composition. Modifying

the Dates of the Election of the President And President Pro Tem; Further Amending Section 3.08 Compensation So As To Provide Compensation For Elected Officials In The Amount of One Dollar Per Year; Providing For Codification; Providing For Severability; Providing For Effective Date.

*Thomas G. Bradford, Town Manager*

Page 232

2. ORDINANCE NO. 02-2018 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending The Town Code of Ordinances At Section 2-636. – Shore Protection Board Created; Appointments; Terms; Qualifications; Advisory Function; Requirements; Officers; Procedure; (A) Generally and/or (B) Alternate Members – To Delineate One of The Members or Alternate Members May Be A Nonresident of The Town Provided Said Member or Alternate Member Has A Special Skill As It Relates To Shore Protection.

*Thomas G. Bradford, Town Manager*

Page 237

3. ORDINANCE NO. 03-2018 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; Amending Section 42-198, Relating To The Operation of Certain Machinery; Expanding The Period Of The Year During Which There Is A Prohibition On The Operation Of Said Machinery; Providing For Additional Prohibitions; Amending Section 42-199, Hours For Construction Work, At Subsection (B) So As To Expand The Limitations On The Months, Dates And Times During Which Construction Work May Be Undertaken; Amending Section 42-230, Lawn Maintenance Equipment Noise, So As To Provide That Lawn Maintenance Shall Be Limited To The Hours Outlined For Construction Work Set Forth In Section 42-199; Providing Exceptions For The Operation Of Lawn Maintenance Equipment By Residents, And For Golf Course Maintenance Equipment; Providing Regulations Relating To The Operation Of Leaf Blowers, And Prohibiting The Commencement of Large Scale Landscape Installation At Any Time on Saturdays; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

**TIME CERTAIN: 11:00 A.M.**

*Jay Boodheshwar, Deputy Town Manager*

#### **XIV. ANY OTHER MATTERS**

#### **XV. ADJOURNMENT**

##### **PLEASE TAKE NOTE:**

**Note 1:** Please submit written comments/materials to [publiccomment@townofpalmbeach.com](mailto:publiccomment@townofpalmbeach.com) or in person to the Town Clerk's Office, located at Town Hall, 360 South County Road. No written materials received after 3:30 p.m. on the Thursday immediately prior to a monthly Town Council meeting will be included in the back-up binders distributed to the Mayor and Town Council in preparation for that meeting. Written

materials received after 3:30 p.m. on Thursday will be separately distributed to the Mayor and Town Council; however, depending upon the length of the materials, the time of submittal, and other circumstances, the Mayor and Town Council may not be able to read and consider such late submittals prior to acting upon the policy matter(s) which they address.

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

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

**Note 4:** Disabled persons who need an accommodation in order to participate in the Town Council Meeting are requested to contact the Town Manager's Office at 838-5410 or through the Florida Relay Service by dialing 1-800-955-8770 for voice callers or 1-800-955-8771 for TDD callers, at least two (2) working days before this meeting.

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

**Note 6:** All back-up material for the items listed on the agenda are posted to the Town's website and emailed to all Stay Informed subscribers on the Friday before the Town Council meeting. To access the back-up materials and/or subscribe to the Stay Informed list, please visit the Town's website ([townofpalmbeach.com](http://townofpalmbeach.com)).

## **PROCEDURES FOR PUBLIC PARTICIPATION**

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

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

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

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

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

## Main Town Calendar

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### Town Council Meeting-Regular Business

January 9, 9:30 AM @ Council Chambers

[More Details](#)

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### Town Caucus

January 9, 7:00 PM @ Council Chambers

[More Details](#)

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### Town Council Meeting-Development Review Matters

January 10, 9:30 AM @ Council Chambers

[More Details](#)

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### Selection Committee Meeting for RFP No. 2018-08

January 10, 1:30 PM - 3:00 PM @ Public Works Conference Room

[More Details](#)

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### Public Works Committee Meeting

January 11, 9:30 AM @ Council Chambers

[More Details](#)

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### Special Town Council Meeting

January 12, 9:30 AM @ Council Chambers

To announce the results of the caucus and to call the election.

[More Details](#)

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### Recreation Advisory Commission Meeting

January 12, 10:30 AM @ Council Chambers

[More Details](#)

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### Selection Committee Meeting for RFQ Nos. 2018-03 and 04

January 12, 1:30 PM @ Public Works Meeting Room

RFQ's for Town-wide overhead utility undergrounding phase 2-north and south services

[More Details](#)

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### Town Hall Offices Closed-Martin Luther King, Jr. Day

January 15, 8:30 AM - 5:00 PM

[More Details](#)

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### Planning and Zoning Commission Meeting

January 16, 9:30 AM @ Council Chambers

[More Details](#)

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### Landmarks Preservation Commission Meeting

January 17, 9:30 AM @ Council Chambers

[More Details](#)

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### Annual Beach Management Agreement Meeting

January 18, 9:00 AM - 1:00 PM @ Council Chambers

#### [More Details](#)

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#### Code Enforcement Board Meeting

January 18, 2:00 PM @ Council Chambers

#### [More Details](#)

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#### Architectural Commission Meeting

January 24, 9:00 AM @ Council Chambers

#### [More Details](#)

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#### Shore Protection Board Meeting

January 25, 9:00 AM @ Council Chambers

#### [More Details](#)

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#### A Cup of Joe with Bo - Undergrounding Phase 1 - South

February 2, 8:00 AM @ South Fire Rescue Station, 2185 S. Ocean Blvd.

Join Bo Huggins, Project Superintendent, and the undergrounding project construction team for coffee, donuts and conversation. Ask questions and stay informed as the project moves forward.

#### [More Details](#)

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#### Coffee with the Crew - Undergrounding Phase 1 - North

February 5, 8:00 AM - 9:00 AM @ Annie's Dock - North Ocean Blvd and East Inlet Drive

Join the undergrounding project construction team for coffee, donuts and conversation. Ask questions and stay informed as the project moves forward.

#### [More Details](#)

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#### Underground Utility Task Force Meeting

February 6, 9:00 AM @ Council Chambers

#### [More Details](#)

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#### Ordinances, Rules, and Standards Committee Meeting

February 8, 9:30 AM @ Council Chambers

#### [More Details](#)

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#### Town Council Meeting-Regular Business

February 13, 9:30 AM @ Council Chambers

#### [More Details](#)

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#### Town Council Meeting-Development Review Matters

February 14, 9:30 AM @ Council Chambers

#### [More Details](#)

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# TOWN OF PALM BEACH

Town Council Meeting on: January 9, 2018

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## Section of Agenda Minutes

### Agenda Title TOWN COUNCIL MEETING MINUTES: Kathleen Dominguez, Town Clerk

- a. December 11, 2017, Special Town Council Meeting Minutes
- b. December 12, 2017, Town Council Meeting Minutes
- c. December 13, 2017, Local Planning Agency Meeting Minutes
- d. December 13, 2017, Development Review Town Council Meeting Minutes

## Presenter

### ATTACHMENTS:

- ▣ **Minutes of the Special Town Council Meeting held on December 11, 2017**
- ▣ **Minutes of the Regular Town Council Meeting held on December 12, 2017**
- ▣ **Minutes of the Local Planning Agency Meeting held on December 13, 2017**
- ▣ **Minutes of the Development Review Town Council Meeting held on December 13, 2017**

**MINUTES OF THE SPECIAL TOWN COUNCIL  
PENSION WORKSHOP MEETING HELD ON  
MONDAY, DECEMBER 11, 2017**

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

The Special Town Council meeting was called to order on Monday, December 11, 2017, at 9:30a.m., in the Town Council Chambers. On roll call, all of the elected officials were found to be present. All of the Retirement Board of Trustees were present with the exception of Bradford Kaufman.

*(Clerk's Note: Edward Carter arrived shortly after the roll call at 9:35 a.m.)*

**II. PLEDGE OF ALLEGIANCE**

President Kleid led the Pledge of Allegiance.

**III. APPROVAL OF AGENDA**

Motion was made by President Pro-Tem Moore, and was seconded by Council Member Lindsay, to approve the Agenda. On roll call, the motion passed 4 to 1 with Council Member Araskog absent.

**IV. COMMUNICATIONS FROM CITIZENS**

Pat Cooper, Civic Association, spoke regarding a possible study by the Retirement Board of Trustees for a Pay-As-You-Go pension plan. He also requested that Finance Director Jane Struder provide more details on how the Town got to the numbers listed in the chart as part of Exhibit A on page 9 entitled "UAAL changes since 2009" during her PowerPoint presentation.

1    **V.    OVERVIEW OF THE STATUS OF THE TOWN'S RETIREMENT SYSTEM**

2  
3    A.    Overview of Retirement System  
4        *Jane Struder, Director of Finance*

- 5  
6        1.    Description of the Retirement System Plans Pre and  
7              Post Pension Reform for Police, Firefighters,  
8              General Employees and Ocean Rescue  
9              *Jane Struder, Director of Finance gave an overview of*  
10             *the Retirement System*

- 11  
12        2.    Unfunded Actuarial Accrued Liability (UAAL) and  
13              Analysis of the Causes of Existing UAAL  
14              Jane Struder, Finance Director

15  
16              Director Struder provided an overview of the Town's Retirement System,  
17              which included historical information, employee demographics and  
18              additional details on the components that make up the Town's Unfunded  
19              Actuarial Accrued Liability (UAAL).

20  
21              Discussion ensued regarding the pension plan changes that occurred in  
22              2012 and the other variables that negatively affected the UAAL, reasons  
23              for lowering the investment rate of return assumption, market volatility,  
24              and actual rate of return over the past thirty years and the average  
25              investment rate assumption used by other municipalities and the Florida  
26              Retirement System.

27  
28              Peter Strong, Actuary, Gabriel, Roeder, Smith and Co., reported on the  
29              average investment return assumption rate used by other clients and  
30              explained the risks of a pension bond. In response to a question from  
31              President Kleid, Mr. Strong stated that a 7% investment return would be  
32              the most reasonable assumption for the next 10 to 15 years.

33  
34              Pat Cooper, Palm Beach Civic Association, spoke regarding reasonable  
35              investment return assumptions and the smoothing out process.

36  
37    B.    Presentation on Behalf of the Retirement System Board of Trustees

- 38  
39        1.    Past and Present Activities of the Retirement System Board of Trustees  
40  
41        2.    Identification of Matters Impacting Funding Status of the Retirement Fund  
42  
43        3.    Retirement System FY 2017 Investment Performance and Updated  
44              Unfunded Actuarial Accrued Liability (UAAL)  
45              *Daniel W. Stanton, Chairman, Retirement System Board of Trustees*

1 Daniel Stanton, Retirement Board of Trustees, provided an overview of past and  
2 present investment activities and how they affected the pension plan. He also  
3 informed the Council on effective ways to oversee and evaluate the Town's  
4 pension fund-performance and spoke regarding market volatility, the importance  
5 of asset allocations and lowering the assumption rate.  
6

7 Discussion ensued regarding how the Town Council can be proactive with the  
8 pension plan going forward and prevent further loss, asset allocations, whether  
9 there is a need to increase the frequency of the Retirement Board Meetings, the  
10 Town Manager's role on the Retirement Board, the Town's cash flow, liquid  
11 capital and fixed income.  
12

13 William Haines, Pension Administrator, spoke regarding the completion of  
14 the Town's asset allocation policy.  
15

16 Dave West, AndCo Consulting, spoke regarding the challenges and risks  
17 involved with investment portfolios.  
18

19 C. Retirement Board of Trustees Questions and Comments  
20

21 D. Mayor and Town Council Questions and Comments  
22

23 In response to a question from President Kleid, Mr. West spoke regarding a  
24 foundation asset versus a retirement fund.  
25

26 In response to questions from Council Member Araskog, Mr. Stanton spoke  
27 regarding the timing of the completion of the retirement report and Mr. Bradford  
28 spoke regarding his role on the Retirement Board.  
29

30 In response to a question from Council Member Zeidman, Dave West spoke  
31 regarding cash flow needs and liquid capital and how they relate to the Town's  
32 obligation.  
33

34 In response to a question from Council Member Araskog, Mr. Goldsmith spoke  
35 regarding for his viewpoint on the problems that arose with the pension plan.  
36

37 In response to a question from President Pro Tem Moore, Mr. Goldsmith spoke  
38 regarding the effect of the decrease in staff to the Town's ability to contribute to  
39 the pension fund.  
40

41 In response to questions from Town Manager Bradford, Mr. West spoke  
42 regarding the reason for the 19-year projections found in the GRS report, the  
43 baseline assumption rate that is mandated by the state and how it effects the  
44 Town's payroll and the ability to pay down the unfunded liability.  
45

46 Council Member Lindsay spoke regarding the Town Docks project, maintaining  
47 protection to the shoreline, other projects and cost sharing initiatives for potential  
48 revenue to help address the UAAL.

1  
2 In response to a question from Council Member Zeidman, Mr. Stanton spoke  
3 addressed the perception and the downside with competing with private equity  
4 funds and hedge funds.  
5

6 In response to a question from Council Member Araskog, Ed Carter spoke  
7 regarding how the pension liability issue fits into the Town's annual budgeting  
8 process and the flow information.  
9

10 Mayor Coniglio spoke regarding adaptive management.  
11

12 President Kleid spoke regarding the Town Council's role and the advisory boards  
13 on the management of the pension plan and policymaking.  
14

15 **VI. ANY OTHER MATTERS - *None***

16  
17 **VII. ADJOURNMENT**  
18

19 There being no further business to discuss, the December 11, 2017, Special Town  
20 Council Meeting was adjourned at 12:15 p.m.  
21  
22

23 APPROVED  
24

25 \_\_\_\_\_  
26 Richard M. Kleid  
27 Town Council President  
28

29 ATTEST:  
30  
31

32 \_\_\_\_\_  
33 Kathleen Dominguez  
34 Town Clerk  
35



# TOWN OF PALM BEACH

Town Clerk's Office

## MINUTES OF THE TOWN COUNCIL MEETING HELD ON TUESDAY, DECEMBER 12, 2017

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

The Regular Town Council Meeting was called to order on Tuesday, December 12, 2017, at 9:30 a.m. in the Town Council Chambers. On roll call, all of the elected officials were found to be present.

### **II. INVOCATION AND PLEDGE OF ALLEGIANCE**

Town Clerk Dominguez gave the invocation. President Kleid led the Pledge of Allegiance.

### **III. APPROVAL OF AGENDA**

**Motion was made by Council Member Araskog, and was seconded by Council Member Zeidman, to approve the Agenda, as printed. On roll call, the motion passed unanimously.**

### **IV. RECOGNITIONS**

- A. Recognition in Remembrance of Lee David Goldstein for his service on the Shore Protection Board from December 2008 to October 2017.

Mayor Coniglio spoke regarding Lee Goldstein's service to the Shore Protection Board and presented his wife, Ida Goldstein with a plaque in his memory.

- B. Recognition of Gerald Frank for his service on the Shore Protection Board from December 2008 to November 2017.

Mayor Coniglio recognized Jerry Frank, presented him with a plaque and thanked him for his many years of service on the Shore Protection Board.

**V. PRESENTATIONS**

- A. Royal Poinciana Playhouse Update.  
*Alex Patterson, UpMarkets*

Alex Patterson, UpMarkets, provided an update on the restoration efforts for the Royal Poinciana Plaza.

Mayor Coniglio spoke regarding the importance of the theater to the community and thanked Ms. Patterson for the update.

- B. Presentation by Applicants for the Shore Protection Board

The following citizens presented their applications:

- Warren Belmar
  - Peter Broberg
  - Diane Buhler
  - Melissa Ceriale
  - Llwyd Ecclestone
  - Lewis Katz
  - Harvey Kinzelberg
  - William Lorentzen
  - James Sved
  - Thomas Warnke
- 
- Stephen Jacoby (*Mr. Jacoby was not present but prepared a statement which was read aloud by Council Member Araskog*)

- C. Presentation by Applicants for the Investment Advisory Committee

The following applicant presented their application:

- Kathleen Anderson

**VI. COMMENTS OF MAYOR GAIL L. CONIGLIO**

Mayor Coniglio thanked the community volunteers, wished everyone a Merry Christmas and Happy Chanukah and recognized recent retirees from the Police and Public Works department.

**VII. COMMENTS OF TOWN COUNCIL MEMBERS AND TOWN MANAGER**

Council President Kleid spoke regarding a recent letter to the editor about the Memorial Fountain restoration project and the importance of fact checking. Mr. Kleid also provided clarification on the cost, the donations received, and the grants collected to fund the project.

Council Member Araskog spoke regarding a recent flyer that went out about the Memorial Fountain restoration project and requested that the Town look into more cost-effective ways to communicate with the Town.

Discussion ensued regarding the intent of the flyer as a way to communicate with citizens who do not use email.

Council Member Araskog requested a motion to revisit the previously adopted motion regarding the Comprehensive Review of Town Operations (CRTO) plan and discuss amending the vote to include staff reduction through layoffs.

Town Attorney Baird spoke regarding the parliamentary procedure for reconsidering a motion on a previous vote.

**Motion was made by Council Member Zeidman, and was seconded by Council Member Lindsay, to reconsider the previous vote on the CRTO plan. On roll call, the motion passed 3 to 2 with Council President Kleid and Council President Pro-Tem Moore dissenting.**

A lengthy discussion ensued regarding whether the Council should include layoffs in the CRTO exercise as a cost saving option and the potential impacts.

President Kleid and Mayor Coniglio spoke regarding the scope and intent of the 2007 CRTO exercise, the Town Council's reason for achieving potential staff reduction through attrition only and the impact the study had on employee retention, recruitment, and the pension plan.

#### Public Comments:

Warren Belmar, 130 Sunrise Avenue, asked the Council why they were taking action on subject matters that were not properly noticed on the published agenda and stated that employee cuts are not the only solution to the problem.

Lewis Katz, 2275 South Ocean Boulevard, spoke regarding his experience with budget matters as a CFO for American Express and stated that the Town Manager should be able to make the call since he is the most knowledgeable on how the Town runs.

**It was the consensus of the Town Council to keep the previous vote on the CRTO plan as is.**

Discussion ensued regarding the procedure for amending the Town Code to allow for the appointment of a non-resident as an alternate member to the Shore Protection Board.

**It was the consensus of the Town Council to direct staff to bring back an ordinance amending the Town Code at Chapter 2, Article X., to include a provision that allows an alternate member to be a non-resident at the January 9, 2018, meeting.**

## VIII. COMMUNICATIONS FROM CITIZENS

Charlot Taylor, 2165 Ibis Isle Road, inquired on the timing for cabling and resurrecting the down trees in front of her neighborhood.

In response to Ms. Taylor, Director Brazil, reported that a vendor was obtained to fix the down trees.

John David Corey, 426 Australian Ave., spoke regarding the need to reduce the speed limit to 25 mph to the roads in the North end.

Bill Metzger, 277 Esplanade Way, spoke regarding a renewed interest in the Royal Poinciana Playhouse and proposed the coordination of a performing arts center volunteer task force in order to identify and assist with a working business plan that will promote the performing arts.

Michael Scharf, 225 Dunbar Road, spoke regarding the importance of zero-based budgeting and looking at the potential for employee cuts.

In response to Mr. Scharf, Town Manager Bradford clarified the Town's approach for staff reductions through attrition only and the Town's completion of a zero-based budget for the current fiscal year.

## IX. APPROVAL OF CONSENT AGENDA

**Motion was made by Council Member Araskog, and was seconded by Council Member Zeidman, to approve the Consent Agenda, as printed. On roll call, the motion passed unanimously.**

### A. MINUTES

#### 1. TOWN COUNCIL MEETING MINUTES:

*Kathleen Dominguez, Town Clerk*

a. November 14, 2017, Town Council Meeting Minutes

b. November 15, 2017, Development Review Town Council Meeting Minutes

#### 2. Approval of major matters considered by the Architectural Commission at its meeting of November 29, 2017.

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

B. RESOLUTIONS

1. RESOLUTION NO. 212-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Execution of the First Amendment to the Homeless Resource Center Interlocal Agreement with Palm Beach County, Florida.  
*Kirk W. Blouin, Director of Public Safety*
2. RESOLUTION NO. 213-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Awarding Bid No. 2018-01 and Approving a Construction Contract to Murray Logan, for the D-14 Pump Station Florida Power & Light Service Improvements, in the Amount of \$76,680 and Establishing a Construction Phase Budget of \$115,000.  
*H. Paul Brazil, P.E., Director of Public Works*
3. RESOLUTION NO. 214-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Isuzu Truck of Ocala for the Purchase of Three (3) Isuzu Cab and Chassis with 6 Yard Packer Bodies in the Total Amount of \$281,429 on Florida Sheriff's Association Contract 17-Veh15.0, Specification 7, and Establishing an Overall Budget of \$290,000.  
*H. Paul Brazil, P.E., Director of Public Works*
4. RESOLUTION NO. 215-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Contract Extension to Advanced Disposal Services Solid Waste Southeast, Inc., for Bid No. 2014-05 Compacted Garbage Collection, in the Annual Amount of \$243,074.29 and Establishing a Budget of \$248,000.  
*H. Paul Brazil, P.E., Director of Public Works*
5. RESOLUTION NO. 216-2017 A Resolution of the Town Council of the Town Of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Design and Bid Phase Engineering Services to Kimley-Horn and Associates, Inc., in an Amount of \$73,100 for the G-9 and E-3 Wastewater Pump Station Improvements, and Establishing a Design and Bid Phase Budget of \$82,000.  
*H. Paul Brazil, P.E., Director of Public Works*
6. RESOLUTION NO. 217-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Design and Bid Phase Engineering Services to Kimley-Horn and Associates, Inc., in an Amount of \$107,626 for the A-4, and A-5 Wastewater Pump Station Improvements, and Establishing a Design and Bid Phase Budget of \$119,000.  
*H. Paul Brazil, P.E., Director of Public Works*

7. RESOLUTION NO. 218-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Futch's Tractor Depot for the Purchase of One (1) Kubota Tractor Loader in the Total Amount of \$64,129.80 on Florida Sheriff's Association Contract 17-Veh15.0, Specification 22, and Establishing an Overall Budget of \$67,000.  
*H. Paul Brazil, P.E., Director of Public Works*
8. RESOLUTION NO. 219-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Providing for the Relocation of the Historic or Specimen Tree From the Property at 446 North Lake Way Within the Town of Palm Beach; Designation of the Historic or Specimen Tree to Bradley Park Within the Town of Palm Beach; Providing for the Recording of Said Removal and Designation; and Providing That a Copy of This Resolution be Recorded in the Public Records of Palm Beach County, Florida.  
*H. Paul Brazil, P.E., Director of Public Works*
9. RESOLUTION NO. 220-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Design and Bid Phase Engineering Services to Chen, Moore, and Associates, Inc., in an Amount of \$116,840 for the D-16, and D-18 Stormwater Pump Station Improvements, and Establishing a Design and Bid Phase Budget of \$125,000.  
*H. Paul Brazil, P.E., Director of Public Works*
10. RESOLUTION NO. 222-2017 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Design and Bid Phase Engineering Services to Chen, Moore, and Associates, Inc., in an Amount of \$187,830 for the Worth Avenue 400 Block Drainage Improvements, and Establishing a Design and Bid Phase Budget of \$199,000.  
*H. Paul Brazil, P.E., Director of Public Works*

C. OTHER

1. Approval for Use of Par 3 Golf Course Clubhouse Maintenance and Improvement Reserves, for Two Proposed Projects, in an Amount Not to Exceed \$10,750.00.  
*Beth Zickar, Director of Recreation*
2. Request to Consider Ordinance No. 30-2017 Prior to 5:00 p.m. at a Public Hearing.  
*John S. Page, Director of Planning, Zoning & Building*

**X. BOARD/COMMISSION ANNUAL REPORT**

- A. Shore Protection Board Annual Report  
*Llwyd Ecclestone, Chair*

Chair Ecclestone provided an overview of the annual report which included future project recommendations. He also spoke regarding the hard work and professionalism provided around the clock by the Public Works staff and Town Manager.

**Motion was made by Council Member Araskog, and was seconded by Council Member Zeidman, to accept the report. On roll call, the motion passed 4 to 0 with Council Member Moore absent.**

**XI. COMMITTEE REPORTS**

- A. Report of the Administrative and Personnel Committee Meeting Held on November 6, 8 and 9, 2017.  
**TIME CERTAIN: 4:00 PM**  
*Richard M. Kleid, Chair*

Brett Schneider, Counsel for the Administrative and Personnel Committee, spoke regarding the role and procedure of the Committee and the Town Council in making a determination pertaining to the grievance.

*(Clerk's Note: Council Member Lindsay recused herself from the discussion due to a conflict of interest).*

Committee Member Araskog and Chair Kleid provided a brief summary of their findings and conclusions for each charge.

Discussion ensued regarding the appearance of mistrust, Mr. Powery's mishandling of the Right-of-Way permits and failure to seek clarification on his tasks, and requests and directives from supervisors being one in the same.

**Motion was made by Council Member Zeidman, and was seconded by Council President Pro Tem Moore, to uphold the suspension. On roll call, the motion passed 3 to 1 with Council Member Araskog dissenting and Council Member Lindsay absent.**

- B. Report of the Public Works Committee Meeting Held on November 20, 2017.  
*Margaret A. Zeidman, Chair*

Chair Zeidman provided an overview of the report.

Discussion ensued regarding revisiting truck regulations in the North end, a

resident's offer to donate money for the truck study, cost and staff time to conduct the study, addressing this matter in the CRTD, the impact to the aesthetics of the area if additional signs are added next to the existing signage, issues the truck drivers are having with their GPS notification system and the narrow roads in the North end, and limiting the hours for the passage of trucks.

Town Manager Bradford stated that the roads in the North end meet the statutory requirements for signage.

**Motion was made by Council President Pro Tem Moore, and Council Member Lindsay, to accept the report and to direct the Public Works Committee to further study truck regulations including placing a limit on the hours in the North end. On roll call, the motion passed unanimously.**

## **XII. REGULAR AGENDA**

### **A. Old Business**

1. Town Council will adjourn for a Special Holiday Luncheon

**TIME CERTAIN: 12:15 PM**

*Richard M. Kleid, Council President*

*(Clerk's Note: The Town Council recessed for a two hour holiday luncheon)*

2. Palm House Receiver's Third Request for Extension of Abatement Period for Conditional Abatement of Daily Non-Completion Fee for the Palm House Project.

*Cary Glickstein, Court Appointed Receiver*

Mr. Glickstein provided an overview of the request.

Discussion ensued regarding the court order and timeline for the receiver to start the appraisal process, obtain property value information and put the property on the market.

**Motion was made by Council Member Araskog, and was seconded by Council Member Zeidman, to approve the Receiver's third request to extend the abatement period to 120 days, subject to the same terms and conditions approved in the second request. On call for a vote, the motion passed unanimously.**

3. Coastal Update:

- a. Shore Line Condition Update

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

Coastal Program Manager Rob Weber provided a PowerPoint presentation on the shoreline which included photos of each reach.

**Council Member Zeidman requested that staff include an update on the lagoon side of the Lake Trail in the monthly shoreline presentations.**

4. Town-wide Undergrounding Project:

*Steven N. Stern, Underground Utilities Project Manager*

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

Project Manager Stern provided an overview of the project highlights and the dashboard.

Discussion ensued regarding gas line hits, procedures for avoiding and repairing gas main hits during the project, gas main versus service lines in the easements, AT&T fiber service requirements for migration, and safety issues.

b. Peer Review of Master Plan, Final Report Delivery.  
*Anthony Hanson, Principal Engineer, Patterson & Dewar Engineers Inc.*

**TIME CERTAIN: 2:30 PM**

Anthony Hanson, Patterson Dewar, provided an overview of the project review report.

i. Staff and Consultant Comments

Dean Mealy, Purchasing Manager, spoke regarding best pricing practices for hiring and bidding a Construction Manager at Risk.

Patricia Strayer, Town Engineer, spoke regarding cost estimates for the construction bids versus the cost in the master plan.

Kevin Schanen, Project Manager, spoke regarding the vetting and negotiating process with AT&T, Comcast and FPL, the cost difference with the switchgear options, the design process, easement process, express feeders and the schedule for the feeder lines.

ii. Underground Utilities Task Force Questions and Comments

Tom Parker, Task Force member, spoke regarding his experience on the Task Force and various reasons for not going with the most expensive switchgear option, which is the Vista Switchgear.

Susan Gary, Task Force Member, spoke regarding reliability, public safety. She also expressed her concerns with the cost estimate, project management and implementation.

In response to questions from Ms. Gary, Anthony Hanson spoke regarding the factors and complications involved for getting a project cost estimate due to the unknown equipment locations and cost inflation. He also recommended best management practices for the project.

Town Manager Bradford confirmed that staff has agreed to use the recommended procedure for the project management plan (PMP) and will use the standard PMP template.

In response to a question from Ms. Gary, Director Brazil spoke regarding the water system inventory as a negotiations tool.

Discussion ensued regarding the City of West Palm Beach's interlocal agreement with the Town for water services and who is responsible for the repair and replacement of the Town's water pipes.

Harry Wolin, Task Force member, spoke regarding the balancing act of the Task Force with keeping the project on time and on budget.

Nicki McDonald, Task Force member, inquired about the price discrepancy with the switchgears and the need for more reliability studies.

In response to questions from Ms. McDonald and Council Member Araskog, Mr. Hanson and Ms. Strayer spoke regarding the price discrepancy with the switchgear options and if there are other vendors who can provide switchgears.

#### Public Comments:

Lew Crampton, Civic Association, inquired on whether the peer review resulted in any cost savings to the Town.

Michael Scharf, 225 Dunbar Road, spoke regarding his view of the operational process, cost overruns, inquired about the advantages of the vista switch, and requested clarification on the issuance of building permits and variances in relation to the underground project easements.

Howard Murray, 3475 S. Ocean Boulevard, spoke regarding his experience with underground utility projects and the reliability of the Vista versus the PME switchgear.

Harris Fried, 212 Oleander Ave., spoke regarding submersible switch boxes, lack of an action plan and taking a pause.

Tom Parker, spoke regarding inflation rates and risks in public finance, efforts to reduce cost and transparency.

iii. Mayor and Town Council Questions and Comments

Discussion ensued regarding the Vista vs. PME switchgears, varying factors for not using the Vista switchgears, concern with lower elevation areas, performance with the type of switchgears during a storm, remaining realistic on the cost estimate, the Town's budget versus Patterson and Dewar's projected budget, cost savings, matters of risk, cost difference for a switchgear PME vs. a Vista switchgear, more reliability studies, issues with easements and obtaining maps from FPL, and the incentive for extending the CMAR to the next project phase.

**President Kleid requested that staff include an update on FPL's pole hardening project and CMAR contracts at the next meeting.**

B. New Business

1. Appointment of Town Manager Thomas G. Bradford Pursuant to Section 4.02(b) of the Town Charter from December 13, 2017 through December 11, 2018.

*Thomas G. Bradford, Town Manager*

Town Manager Bradford spoke regarding his future at the Town and his desire to be re-appointed as Town Manager. He requested that action on his re-appointment be deferred at this time and that the Council charge President Kleid with preparing an agreement between himself and the Town for a smooth transition.

In response to a question from Council Member Araskog, Town Attorney Baird explained the Town Charter provision regarding the re-appointment of the Town Manager.

Discussion ensued regarding the Town Manager appointment process and the timing of the re-appointment occurring before the performance review.

Council Member Zeidman explained her desire for new leadership.

Council Member Lindsay stated that she was not comfortable re-appointing Town Manager Bradford for another year without a performance review and commented on the budget process in July.

President Kleid expressed his disappointment with some of the Council members' stance on the re-appointment of the Town Manager.

Council President Pro-Tem Moore echoed Mr. Kleid's comment and stated that this action was disgraceful and wrong.

Mayor Coniglio requested that Town Manager Bradford be given at least a nine-month contract so that he could be given a chance to complete some important tasks such as the CRTO, the FY19 budget, the underground utilities project and the departure of John Page, Director of Planning, Zoning and Building.

**Motion was made by Council Member Lindsay, and was seconded by Council Member Araskog, to have President Kleid prepare the Town Manager's professional service agreement and to approve the reappointment of the Town Manager for a period of up to nine months while a national search is conducted. On roll call, the motion passed unanimously.**

2. Adoption of the 2018 Town Council Meeting Schedule

*Thomas G. Bradford, Town Manager*

Town Manager Bradford spoke regarding the Town's election occurring on the same day as the March Town Council meeting and proposed the Council meet to discuss Regular Business matters on the third Tuesday and the Development Review matters on the third Wednesday in March going forward.

Council Member Lindsay pointed out that the third week in March is typically Spring Break and that council members with children in school may not be available that week.

Discussion ensued regarding other conflicts with the 2018 meeting schedule, combining Town Council business and Development Review Matters in July and August into one meeting, the use of brevity during council meeting discussions and limiting council member participation to three minutes at a time and then getting back in the queue to make additional comments.

**It was the consensus of the Town Council to limit their participation in meeting discussions to three minutes at a time.**

**It was the consensus of the Town Council to defer the discussion on combining the Regular Town Council and Development Review Matters to one meeting in August to a future meeting.**

**Motion was made by Council Member Araskog, and was seconded by Council Member Zeidman, to adopt the 2018 Town Council Meeting schedule with the following revisions:**

- **Reschedule the March 13, 2018 and March 14, 2018, meetings to March 20, 2018 and March 21, 2018 due to the Town's General Election taking place on March 13, 2018.**
- **Schedule the July 9, 2018, meeting as a Special Meeting for budget-related matters and the July 10, 2018 Meeting for Town Council Business and Development Review Matters.**
- **Rescheduled the Tuesday, September 11, 2018, Meeting for Thursday, September 13, 2018.**

**On roll call, the motion passed unanimously.**

3. Staff Request to Reconsider the Extension of Off-Site Supplemental Shared Parking Provisions in the Code of Ordinances as Adopted in Ordinance No. 25-2015  
*John S. Page, Director of Planning, Zoning and Building*

*(Clerk's Note: This item was taken out of order and heard after Item XII.A 4.)*

Director Page introduced Attorney Baird who spoke regarding the legality of the extension request. He stated that case law was in place when this application was made and will be applied to this application.

**It was the consensus of the Town Council to proceed under the existing code.**

4. Appointment to the Investment Advisory Committee.  
*Jane Struder, Director of Finance*

*(Clerk's Note: This item was taken out of order and heard after Item XI.A.)*

**Motion was made by Council Member Araskog, and seconded by Council Member Zeidman, to ratify the appointment of Kathleen Anderson as a regular member of the Investment Advisory Committee. On roll call, the motion passed 4-0 with Council Member Lindsay absent.**

5. Appointments to the Shore Protection Board  
*H. Paul Brazil, Director of Public Works*

**Motion was made by Council Member Zeidman, and was seconded by Council Member Araskog, to ratify the appointment of Llwyd Ecclestone, Lewis Katz, Melissa Ceriale and Harvey Kinzelberg as regular members of the Shore Protection Board and Warren Belmar and William Lorentzen as alternate members of the Shore Protection Board. On roll call, the motion passed unanimously.**

C. Matters Pulled From Consent Agenda: If needed – *None*

### **XIII. ORDINANCES**

#### **A. Second Reading**

1. ORDINANCE NO. 31-2017 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County Florida, Amending Chapter 14, Aviation, at Article II. Aircraft, so as to Rescind in its Entirety Section 14-35 Thereof, Relating to Drones; Model Aircraft in its Entirety; Providing for a New Section 14-35 Relating to Drones; Model Aircraft, so as to Provide a Definition of "Drones/Model Aircraft" and so as to Provide that Drones/Model Aircraft Operated in the Town Shall Comply with all Rules and Regulations of the Federal Aviation Administration (FAA) Relating to the Operation and Registration of Same, as well as all Rules and Regulations of the State of Florida Relating to said Operation.  
*Jay Boodheshwar, Deputy Town Manager*

Attorney Baird read Ordinance No. 31-2017 into the record.

**Motion was made by Council Member Zeidman, and was seconded by Council Member Araskog, to adopt Ordinance No. 31-2017 on second and final reading. On roll call, the motion passed 4-0 with Council Member Lindsay absent.**

2. ORDINANCE NO. 32-2017 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending the Town Code of Ordinances at Chapter 46, Fire Prevention and Protection, Amending Article III, "Fire Prevention", in Accordance with Florida State Statute 633.202 and 633.208 the "Florida Fire Prevention Code" Adopted by the State of Florida Fire Marshal in Chapter 69a-60 of the Florida Administrative Code with Local Amendments, National Fire Protection Association Fire Code - N.F.P.A. 1, Florida 2015 Edition, and National Fire Protection Association Life Safety Code - N.F.P.A. 101, Florida 2015 Edition; Providing for Severability; Repealing All Ordinances or Parts of Ordinances in Conflict Herewith; Providing for Codification; and Providing for an Effective Date.  
*Kirk W. Blouin, Director of Public Safety*

Attorney Baird read Ordinance No. 32-2017 into the record.

**Motion was made by Council Member Araskog, and was seconded by Council Member Moore, to adopt Ordinance No. 32-2017 on second and final reading. On roll call, the motion passed 4-0 with Council Member Lindsay absent.**

**B. First Reading**

1. ORDINANCE NO. 34-2017 An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 82 of the Town Code of Ordinances Relating to Personnel, at Article II, Employee Benefits, Division 2, Retirement System; Amending Subdivision I, In General, By Amending Section 82-67, United States Internal Revenue Code Qualification; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

*Thomas G. Bradford, Town Manager*

Attorney Baird read Ordinance No. 34-2017 into the record.

**Motion was made by Council Member Zeidman, and was seconded by Council Member Moore, to approve Ordinance No. 34-2017. On roll call, the motion passed 3-1 with Council Member Araskog dissenting and Council Member Lindsay absent.**

**XIV. ANY OTHER MATTERS**

**President Kleid requested that the Town Manager add an item to the January agenda regarding compensation of \$1.00 per year for Council Members.**

Council Member Araskog spoke regarding lack of greenspace, zoning issues and variances granted to private properties. She requested that this matter be referred to the Ordinances, Rules and Standards Committee or the Planning and Zoning Commission for further study.

Council Member Lindsay explained the Town Code relative to variances granted and the reason for the decrease in greenspace.

**It was the consensus of the Town Council to direct Town Manager Bradford to bring forth information pertaining to the process for the Town Manager National Search at the January 9, 2018, Town Council Meeting.**

**It was the consensus of the Town Council to forward this to the Planning and Zoning Commission.**

**XV. ADJOURNMENT**

There being no further business to discuss, the December 12, 2017 regular Town Council meeting was adjourned at 7:30 p.m.

APPROVED:

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Richard M. Kleid  
Town Council President

ATTEST:

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Kathleen Dominguez  
Town Clerk

Date: \_\_\_\_\_

# TOWN OF PALM BEACH

Planning, Zoning & Building Department

## MINUTES OF THE LOCAL PLANNING AGENCY MEETING

HELD ON WEDNESDAY DECEMBER 13, 2017

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

2  
3 II. **COMMUNICATIONS FROM CITIZENS**

4  
5 III. **ORDINANCE NO. 30-2017** - An Ordinance Of The Town Council Of The Town Of  
6 Palm Beach, Palm Beach County, Florida, Amending The Town Code Of Ordinances At  
7 Chapter 134, Zoning, As Follows: At Article I, In General, Section 134-2, Definitions  
8 And Rules Of Construction, By Creating Definitions For An Outdoor Promotional Event  
9 Use And A Property Identification Yard Sign; At Article VI, District Regulations,  
10 Sections 134-1109, 134-1159 And 134-1259, Special Exception Uses, By Conditionally  
11 Allowing Outdoor Promotional Events As A Special Exception Use In The C-TS, C-WA  
12 And C-PC Commercial Zoning Districts; At Article VIII, Supplementary District  
13 Regulations, By Adding A Division 18, Outdoor Promotional Activities, Section 134-  
14 2115, Standards And Criteria For Outdoor Promotional Activities; At Article XI, Signs,  
15 By Modifying Section 134-2437, Building Identification, Business Identification Signs,  
16 By Adding "Property Identification Yard Signs" To The Title And Allowing Property  
17 Identification Yard Signs On Properties That Meet Certain Criteria In All Of The  
18 Commercial Zoning Districts; Providing For Severability; Providing For Repeal Of  
19 Ordinances In Conflict; Providing For Codification; Providing An Effective Date

20  
21 Discussion took place on signage in commercial districts.

22 Lesley Evans, 135 Seminole Avenue, objected to the ordinance.

23 Laurel Baker, on behalf of the Palm Beach Chamber of Commerce, asked for  
24 clarification regarding events on private property and public property.

25 Marley Herring, on behalf of the Worth Avenue Association, stated concern that all  
26 districts should be treated equally.

27 Alexandra Patterson, on behalf of Up Markets, reiterated commitment to all commercial  
28 districts.

29  
30 Attorney Crowley, on behalf of the Royal Poinciana Plaza, suggested meeting with other  
31 associations to clarify issues.

**MINUTES OF THE LOCAL PLANNING AGENCY MEETING HELD ON WEDNESDAY, DECEMBER 13, 2017**

1  
2 Director Page provided information regarding an Administrative Procedure, approved by  
3 the Town in 2015, that allows for certain Town sponsored events in association with the  
4 Worth Avenue Association, The Greater South County Road Association and the Royal  
5 Poinciana commercial area. That procedure, still in effect, is different from the zoning  
6 amendment now being considered.  
7

8 **Motion made by Agency Member Zeidman and seconded by Agency Member**  
9 **Araskog, to approve Ordinance 30-2017. On roll call, the motion carried**  
10 **unanimously.**  
11

12 IV. **ADJOURNMENT**

13 There being no further business, the December 13, 2017 Local Planning Agency meeting  
14 was adjourned at 10:10 A.M.

APPROVED:

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Richard M. Kleid, Town Council President

PREPARED BY:

---

Kathleen Ruderman, Deputy Town Clerk



# TOWN OF PALM BEACH

## Minutes of the Town Council Meeting Held on December 13, 2017

I. CALL TO ORDER AND ROLL CALL

The Town Council meeting was called to order on Wednesday, December 13, 2017 at 10:15 A.M.(immediately following an LPA meeting), in the Town Council Chambers. On roll call, all of the elected officials were found to be present.

II. INVOCATION AND PLEDGE OF ALLEGIANCE

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

III COMMENTS OF MAYOR GAIL L. CONIGLIO - None

IV. COMMENTS OF TOWN COUNCIL MEMBERS - None

V. COMMUNICATIONS FROM CITIZENS

Alexander Ives, 237 Jamaica Lane, expressed his concern that there was no explanation for Town Manager Bradford's dismissal which took place at the Town Council meeting of the previous day. He asked that the Town Council reconsider that decision.

Rene Silvin, Australian Avenue, shared his experience of The Institute of Classic Architecture and Art's recent visit to Palm Beach. He thanked the Council for its work in balancing historic preservation and modernization.

VI. APPROVAL OF AGENDA

The following changes were made to the agenda:

DEFERRALS: The following items were deferred to the January 10, 2018, Town Council meeting:

- Item No. VIII.A.1.a. Site Plan Review #1-2017

- Item No. VIII.A.2.a., Z-17-00020 Special Exception With Site Plan Review

DEFERRALS: The following items were deferred to the February 14, 2018, Town Council meeting:

- Item No. VIII.A.1.b., Variance 21-2017
- Item No. VIII.A.1.c., Z-17-00034
- Item No. VIII.A.2.c., Z-17-00042
- Item No. VIII.A.2.h., Z17-00047

WITHDRAWN:

- Item No. VIII.A.2.b., Z-17-00031

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

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

**VII. PUBLIC HEARINGS**

- A. RESOLUTION NO. 210-2017 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 142 Seaspray Avenue Meets The Criteria Set Forth In Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach; And Designating Said Property As A Town Of Palm Beach Landmark Pursuant To Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach.

Director Page summarized the actions of the Landmarks Preservation Commission.

Landmark Consultant, Emily Stillings of Murphy Stillings, LLC., provided further details pertaining to the property.

**Motion was made by Council Member Araskog, and seconded by President Pro Tem Moore, that the Designation Report become part of the record. On roll call, the motion carried unanimously.**

**Motion was made by Council Member Lindsay, and seconded by Council Member Araskog, to approve Resolution No. 210-2017 approving the landmark. On roll call, the motion carried unanimously.**

- B. RESOLUTION NO. 211-2017 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 315 Seaspray Avenue Meets The Criteria Set Forth In Ordinance No. 2-84, Also Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach; And Designating Said Property As A Town Of Palm Beach Landmark Pursuant To Ordinance No. 2-84, Also

Known As Chapter 54, Article IV Of The Code Of Ordinances Of The Town Of Palm Beach.

Director Page summarized the actions of the Landmarks Preservation Commission.

Landmark Consultant, Janet Murphy of Murphy Stillings, LLC, provided further details pertaining to the property.

**Motion was made by Council Member Araskog, and seconded by President Pro Tem Moore, that the Designation Report become part of the record. On roll call, the motion carried unanimously.**

**Anne Pepper, 333 Seaspray Avenue, expressed her pleasure with the landmark designation.**

**Motion was made by Council Member Araskog, and seconded by President Pro Tem Moore, to approve Resolution No. 211-2017 approving the landmark. On roll call, the motion carried unanimously.**

#### VIII. DEVELOPMENT REVIEWS

##### A. Variances, Special Exceptions, and Site Plan Reviews

###### 1. Old Business

a. SITE PLAN REVIEW #1-2017 The application of 235 Via V PB LLC (Stuart Kapp, Manager); relative to property commonly known as 235 Via Vizcaya., described as lengthy legal description on file; located in the R-A Zoning District. The applicant is requesting a site plan review to allow the construction of a 7,444 square foot two-story, single family residence on a non-conforming platted lot which is 15,344 square feet in area in lieu of the 20,000 square foot minimum area required; 47.25 in width in lieu of the 125 foot minimum required; and 97.58 feet in depth in lieu of the 150 foot minimum required. [Attorney: Frank Lynch, Esq.] [The Architectural Commission denied the project at the September 27, 2017 meeting. Carried 4-3] Request for Deferral to January 15, 2018 Town Council Meeting per Letter Dated November 7, 2017 from Francis Lynch

###### ***Item deferred to the January 10, 2018 Town council meeting***

b. VARIANCE #21-2017 The application of Vera Alfieri Monforte; relative to property commonly known as 218 Miraflores Dr., described as lengthy legal description on file; located in the R-B Zoning District. The applicant is proposing to construct a 1,230 square foot second story addition on the west side of the one story residence that will create two bedrooms, a gym and two bathrooms. The following variances are being requested: 1) lot coverage of 33.7% in lieu of the 30% maximum allowed for a two story residence, 2) a west

1 side yard setback of 13 feet in lieu of the 15 foot minimum required, 3) a rear  
2 yard setback of 13.91 feet in lieu of the 15 foot minimum required. [Attorney:  
3 Maura Ziska, Esq.] [The Architectural Commission deferred the project to the  
4 January 24, 2018 meeting. Carried 7-0.] Request for Deferral to February 14,  
5 2018 Town Council Meeting per Letter Dated December 4, 2017 from Maura  
6 Ziska

7 ***Item deferred to the February 14, 2018 Town council meeting***

8 c. Z-17-00034 SITE PLAN REVIEW Zoning District: R B Low Density  
9 Residential. The application of SHULMAN ALAN L, Owner, relative to property  
10 located at 377 N LAKE WAY, legal description on file, is described below. Site  
11 Plan Review to allow the construction of a 7,465 square foot two story, single  
12 family residence on a non conforming platted lot which is 89.11 feet in width in  
13 lieu of the 100 foot minimum width required in the R B Zoning District.  
14 [Applicant's Representative Maura Ziska Esq] [The Architectural Commission  
15 deferred the project to the January 24, 2018 meeting. Carried 7-0.] Request for  
16 Deferral to February 14, 2018 Town Council Meeting per Letter Dated December  
17 4, 2017 from Maura Ziska  
18

19 ***Item deferred to the February 14, 2018 Town council meeting***

20  
21 **2. New Business**  
22

23 a. Z-17-00020 SPECIAL EXCEPTION WITH SITE PLAN REVIEW Zoning  
24 District: CT-S Town-Serving Commercial. The application of CARRIAGE  
25 HOUSE PROPERTIES PART, Owner, relative to property located at 264 S  
26 COUNTY RD SUITE: SITE, legal description on file, is described below. PLEASE  
27 NOTE: THIS PROJECT ENCOMPASES BOTH 264 & 270 S COUNTY RD. 1. A  
28 request for a special exception with site plan review approval to allow a private  
29 club "Carriage House" to operate at 264 and 270 South County Road in the CT-  
30 TS Zoning District. The Club will have a membership cap of 264 members based  
31 on the principal of equivalency for parking requirements. Lunch seating will be  
32 limited to 118 seats, which is the same number of seats 264 Grill restaurant had.  
33 The Club is proposing the following hours of operation: Sunday through  
34 Wednesday 11:00 a.m. to 12:00 midnight; Thursday through Saturday 11:00 a.m.  
35 to 2:00 a.m. 2. A request for a special exception to provide 68 night-time (after  
36 5pm) supplemental off-site shared parking spaces at 230 Royal Palm Way to be  
37 used by employees and/or the valet operation for the Carriage House.  
38 [Applicant's Representative: Maura Ziska Esq]

39 The following ex-parte communications were declared: Council Member Araskog  
40 had a meeting with Maura Ziska and Mr. Bickford who both advocated for the  
41 project. She also spoke to Rene Silvin who remains neutral. She spoke to Anne  
42 Pepper who is concerned about the parking. She spoke to Scott Snyder who  
43 supports the project and feels it would be good for the neighborhood. She  
44 received e-mails from Laurie Volk and her attorney who are against the project.  
45 She spoke to her father who said he did not feel that this is the right project for  
46 the Town and was concerned about traffic. She spoke to Jere Zenko who is  
47 concerned about parking. She received a phone call from Susan Meyer who  
48 resides on Seaspray and has concerns about the parking. She received a phone

1 call from Carol LeCates who has concerns about parking. She received a phone  
2 call from Todd Peters to advocate for the project. Dan Ponton asked if he would  
3 be offered the same consideration if this project were granted.

4 Council Member Lindsay had a meeting with Maura Ziska and Mr. Bickford who  
5 both advocated for the position of the project. She received a phone call from  
6 Mr. Quinn who advocated for the project.

7 Mayor Coniglio received a telephone call from her son asking questions about  
8 the project and she directed him to get information from the attorneys.

9 Council President Kleid met with Maura Ziska and Mr. Bickford who advocated  
10 for the project.

11 President Pro Tem Moore met with Maura Ziska, Mr. Bickford, and Mr. Snyder  
12 who advocated for the project. She also received an E-mail from Greer Presley  
13 advocating against the project.

14 Council Member Zeidman met with Maura Ziska and Mr. Bickford twice to review  
15 the plans and had in depth discussions about parking.

16 All council members have received letters and E-mails associated with this  
17 project that were included in their backup.

18 Attorney Ziska introduced Michael Bickford, of Gulfstream Road who shared a  
19 little of his background as a real estate developer and how he came about the  
20 concept of a private club. He also spoke about the history of the subject building,  
21 his vision for the Club, and his commitment to the neighborhood.

22 Attorney Ziska provided details of the project.

23 Architect Keith Spina provided additional details.

24 Engineer Adam Kerr of Kimley Horne provided information on traffic and parking.

25 Mr. Castro provided Staff comments.

26 Engineer Brian Mirson provided additional details about traffic and parking.

27 Discussion took place on traffic circulation and valet parking.

28 Tim Gannon, 1300 North Ocean Boulevard, spoke in favor of the project.

29 Rene Silvin, Australian Avenue, thinks that this is a great concept but he wants to  
30 hear the Town Council's thoughts.

31 Michael McCarty, 216 Oleander Avenue, spoke in favor of the project.

32 Dan Stanton, 214 Chilean Avenue, spoke in favor of the project.

33 Frances Webster Peters, spoke in favor of the project.

34 Edith Eglin, 201 Phipps Plaza, expressed concerns about the project.

35 Alex Hufty Griswold, 240 Monterey Road, spoke in favor of the project.

36 Anne Pepper, 333 Seaspray Avenue, expressed concerns about the project.

1 Scott Snyder, 209 Phipps Plaza, spoke in favor of the project.

2 Nicholas Mestanas, 429 Australian Avenue, spoke in favor of the project.

3 Michael Formica, 218 Phipps Plaza, spoke in favor of the project.

4 **The Town Council recessed at 12:00 P.M. and reconvened at 12:10 P.M.**

5 Attorney Eubanks, on behalf of John and Lory Volk, John Schaefer, Katherine  
6 Bryan and Bradley and Catharine Geist, provided his objections to granting this  
7 special exception.

8 Mr. Castro provided Staff comments.

9 Attorney Ziska responded to Attorney Eubanks comments.

10 Discussion took place on Florida Department of Transportation (FDOT) approval,  
11 intensification of use, valet parking, crosswalk, and safety issues and the  
12 incompleteness of the application.

13 Captain Curtis Krauel spoke about this uniqueness of the potential pedestrian  
14 crosswalk and that the Palm Beach Police Department actions will be contingent  
15 upon FDOT approval.

16 **Motion was made by Council Member Araskog to defer Z-17-00020 Special Exception**  
17 **With Site Plan Review until approval is received by the Florida Department of**  
18 **Transportation. Without a second, the motion was not considered.**

19 **Motion was made by Council Member Araskog to defer Z-17-00020 Special Exception**  
20 **With Site Plan Review until we have heard from FDOT that they will approve the**  
21 **crosswalk and the configuration on North County Road and Royal Palm Way. Without a**  
22 **second, the motion was not considered.**

23 Architect Spina explained the importance that the applicant have some idea that  
24 this project is going to move forward. Appearing before the Landmarks  
25 Commission would be the next step.

26 **Motion was made by President Pro Tem Moore, and seconded by Council Member**  
27 **Zeidman, to defer Z-17-00020 Special Exception With Site Plan Review for one month so**  
28 **that applicant can come back with answers to some of the questions that have been**  
29 **posed including: County traffic concurrency, safety issues, town serving documentation,**  
30 **membership information, and application submission to FDOT. On roll call, the motion**  
31 **carried 4-1 with Council Member Araskog dissenting.**

32  
33 **The Town Council recessed 1:20 P.M. and reconvened at 2:05 P.M.**

34 Deputy Clerk Ruderman swore in those who would be providing testimony.

35  
36 b. Z 17 00031 VARIANCE(S) Zoning District: R A Estate Residential The  
37 application of SOLIMINE EMIL &, Owner, relative to property located at 830 S  
38 OCEAN BLVD, legal description on file, is described below. A variance request  
39 to allow the construction of a 590 square foot two story infill addition for two  
40 guest bedrooms that will result in a lot coverage of 26.2% in lieu of the 24.6%

existing and the 25% maximum allowed. [Applicant's Representative Maura Ziska Esq] Request for Withdraw per Letter Dated October 25, 2017 from Maura Ziska.

***Item was withdrawn***

c. Z-17-00042 SITE PLAN REVIEW WITH VARIANCE(S) Zoning District: R-A Estate Residential. The application of OCEAN VILLA HOLDINGS LLC, Owner, relative to property located at 1700 S OCEAN BLVD, legal description on file, is described below. Site Plan Review to allow construction of a new 8,917 square foot two-story residence on a non-conforming platted lot which is 15,005 square feet in area in lieu of the 20,000 square foot minimum required in the R-A Zoning District and 100 feet in depth in lieu of the 150 foot minimum depth required in the R-A Zoning District. The following variance is being requested in conjunction with this application: 1) A request to have a building height plane setback of 53 feet in lieu of the 59 foot minimum setback required. 2) A request to allow the existing 3-4 foot wall to remain as screening for the proposed swimming pool in lieu of the 6 foot minimum height required when a swimming pool is located in the street side yard. 3) A request to eliminate the requirement to have a 6 foot tall hedge on the outside of the required wall. [Applicant's Representative: Maura Ziska Esq] [The Architectural Commission deferred the project to the January 24, 2017 meeting. Carried 6-0 with all in favor.] Request for Deferral to February 14, 2018 Town Council Meeting per Letter Dated December 4, 2017 from Maura Ziska

***Item was deferred to February 14, 2018 Town council meeting***

d. Z-17-00043 VARIANCE(S) Zoning District: R-B Low Density Residential. The application of HORGEN JAY C &, Owner, relative to property located at 322 CLARKE AVE, legal description on file, is described below. The subject property is 33,082 square feet in total area. The applicant is requesting a variance to split the lot which would result in one lot with 85 feet of frontage on Clarke Avenue in lieu of the 100 foot minimum width required in the R-B Zoning District. The two resulting lots would have the following areas: 310 Clarke Avenue (east lot) - 15,198 square feet; and 322 Clarke Avenue (west lot) - 17,883 square feet. Both parcels would exceed the minimum area requirement in the R-B Zoning District, which is 10,000 square feet. All improvements will be removed from 310 Clarke Avenue and the following variances are being requested in order to split the properties and return 322 Clarke Avenue back to its previous condition: 1. To have an east side yard setback for the main house of 8 feet in lieu of the 15 foot minimum required in the R-B Zoning District; 2. To have an east side yard setback for the guest house/garage of 5.9 feet in lieu of the 15 foot minimum required in the R-B Zoning District; 3. To have a cubic content ratio of 4.55 in lieu of the 3.92 maximum allowed; 4. To have a landscaped open space in the front yard of 29.2 % in lieu of the 40 % minimum required. 5. To allow the two story detached garage to remain on 322 Clarke Avenue once the lot is split and becomes less than 20,000 square feet, which would only allow a one story accessory structure with a 15 foot height. [Applicant's Representative: Maura Ziska Esq] [Landmarks Commission Recommendation: Implementation of the proposed variances will not cause negative architectural impact to the landmark

1 property with the caveat to improve the variance for the landscape open space  
2 conditions in the front of the property. Carried 7-0.]

3  
4 The following ex-parte communications were declared. Council President Kleid  
5 spoke to Maura Ziska who advocated the position of her client. President Pro  
6 Tem Moore had a conversation with Maura Ziska who advocated the position of  
7 her client, drove by the subject property, and met the homeowners. Mayor  
8 Coniglio met the homeowners. Council Member Zeidman met with Maura Ziska  
9 who advocated the position of her client and the met the homeowners. Council  
10 Member Araskog met the homeowners.

11  
12 Attorney Ziska provided details of the project.

13  
14 Mr. Castro provided Staff comments.

15  
16 Discussion took place on lot size and cubic content ratio. Clarification was  
17 made on which structures were staying and which were being eliminated.

18  
19 **Motion was made by Council Member Zeidman, and seconded by President Pro Tem**  
20 **Moore, that Variance #Z-17-00043 shall be granted, and find, in support thereof, that all of**  
21 **the criteria applicable to this application as set forth in Section 134-201(a), items 1**  
22 **through 7 have been met. On roll call, the motion carried unanimously.**

23  
24 e. Z-17-00044 SPECIAL EXCEPTION WITH SITE PLAN REVIEW Zoning  
25 District: PUD-A Planned Unit Development A. The application of BREAKERS  
26 PALM BEACH INC, Owner, relative to property located at 1 S COUNTY RD  
27 SUITE: HOTEL, legal description on file, is described below. This application  
28 requests Special Exception approval to expand the seating capacity of the  
29 existing Seafood Bar restaurant. More efficient internal space utilization will  
30 allow an additional 53 seats in the previously-approved 6,111 square foot  
31 restaurant, for a total of 230 seats. No additional restaurant square footage is  
32 requested. [Applicant's Representative: James M. Crowley Esq]

33  
34 Attorney Crowley provided details of the project.

35  
36 **Motion was made by Council Member Lindsay, and seconded by Council Member**  
37 **Araskog, that Special Exception No. Z-17-00044 shall be granted, based upon the**  
38 **finding that such grant will not adversely affect the public interest and that the**  
39 **applicable criteria set forth in Section 134-229 of the Town Code have been met. On**  
40 **roll call, the motion carried unanimously.**

41  
42 **Motion was made by Council Member Lindsay, and seconded by Council Member**  
43 **Araskog, that Site Plan No. Z-17-00044 be approved, based upon the finding that the**  
44 **approval of the site plan will not adversely affect the public interest and that the**  
45 **Council certifies that the specific zoning requirements governing the individual use**  
46 **have been met and that satisfactory provision and arrangement has been made**

1 concerning Section 134-329, items 1 through 11. On roll call, the motion carried  
2 unanimously.  
3

4 f. Z-17-00045 VARIANCE(S) Zoning District: R-A Estate Residential. The  
5 application of TROPIN KENNETH G TRUST, Owner, relative to property located  
6 at 1695 N OCEAN WAY, legal description on file, is described below. This  
7 application is a request to approve two side (north) setback variances for  
8 existing structures at 1695 North Ocean Way: the main house and the guest  
9 house. The applicant is proposing to combine the lots at 1565 and 1695 North  
10 Ocean Way into a single lot by Unity of Title, which causes the combined lot  
11 area to exceed 60,000 S.F., thereby increasing the side setback from a  
12 minimum of 15' to a minimum of 30'. Both the main house and the guest house,  
13 which meet existing setback requirements, will become nonconforming as a  
14 result of the lot combination. The main house setback is 15.1' in lieu of the 30'  
15 minimum required for lots over 60,000 S.F., and the guest house setback is  
16 15.2' in lieu of the 30' minimum required for lots over 60,000 S.F. No further  
17 encroachments into the setback are requested or authorized pursuant to this  
18 application. [Applicant's Representative: James M. Crowley Esq]  
19

20 Attorney Crowley provided details of the project.  
21

22 Mr. Castro provided Staff comments.  
23

24 No ex-parte communications were declared.  
25

26 **Motion was made by Council Member Araskog, and seconded by Council Member**  
27 **Zeidman, that Variance No. Z-17-00045 shall be granted with the caveat that the owner**  
28 **will provide a utility easement, satisfactory to the Town of Palm Beach, prior to**  
29 **building permit issuance, and find, in support thereof, that all of the criteria applicable**  
30 **to this application as set forth in Section 134-201(a), items 1 through 7 have been met.**  
31 **On roll call, the motion carried unanimously.**  
32  
33

34 g. Z-17-00046 SPECIAL EXCEPTION Zoning District: C-TS Town-Serving  
35 Commercial. The application of PEMS PARTNERSHIP LTD, Owner, relative to  
36 property located at 180 ROYAL PALM WAY, legal description on file, is  
37 described below. Section 134-1109(b) - A special exception request for approval  
38 to use the subject building totaling 13,559 square foot as a bank (IBERIABANK).  
39 The subject tenant space was most recently used as a Sabadell United Bank,  
40 N.A. branch office with its customers and clients being more than 50% town  
41 persons in satisfaction of the requirements of Section 134-299(12). [Applicant's  
42 Representative: Peter Broberg Esq]  
43

44 No ex-parte communications were declared.  
45

46 Attorney Broberg provided details of the project.  
47

1 Mr. Castro provided Staff comments.

2  
3 **Motion was made by Council Member Araskog, and seconded by Council Member**  
4 **Zeidman, that Special Exception No. Z-17-00046 shall be granted, based upon the**  
5 **finding that such grant will not adversely affect the public interest and that the**  
6 **applicable criteria set forth in Section 134-229 of the Town Code have been met with**  
7 **the caveat that in six months, the applicant return to offer Town serving**  
8 **documentation. On roll call, the motion carried unanimously.**  
9

10 h. Z-17-00047 VARIANCE(S) Zoning District: R-B Low Density Residential.  
11 The application of MANOOGIAN ARMEN A TRUST, Owner, relative to property  
12 located at 224 S OCEAN BLVD, legal description on file, is described below.  
13 Construction of three dormers on existing third story. 1. Sec. 134-893 (b)(10)b  
14 To allow a building height of +37'-7 1/2" in lieu of the 22'-0" maximum  
15 allowable. 2. Sec. 134-893 (b)(10)c 134-2: To allow an overall building height of  
16 42'-1 3/4" in lieu of the 30'-0" maximum allowable. 3. Sec. 134-2 Definitions  
17 Building, height of (applicable only in the R-B districts) To allow dormer windows  
18 in a non-habitable third story space which is not permitted by Code. [Applicant's  
19 Representative: Jose Gonzalez, Architect] [The Architectural Commission  
20 deferred this project to the January 24, 2017 meeting. Carried 6-0 with all in  
21 favor.] Request for Deferral Per Letter Dated December 7, 2017 from Jose  
22 Gonzalez

23 ***Item deferred to the February 14, 2018 Town council meeting***

24  
25 IX. ORDINANCES  
26

27 A. First Reading  
28

- 29 1. ORDINANCE NO. 30-2017 An Ordinance Of The Town Council Of The  
30 Town Of Palm Beach, Palm Beach County, Florida, Amending The Town  
31 Code Of Ordinances At Chapter 134, Zoning, As Follows: At Article I, In  
32 General, Section 134-2, Definitions And Rules Of Construction, By Creating  
33 Definitions For An Outdoor Promotional Event Use And A Property  
34 Identification Yard Sign; At Article VI, District Regulations, Sections 134-  
35 1109, 134-1159 And 134-1259, Special Exception Uses, By Conditionally  
36 Allowing Outdoor Promotional Events As A Special Exception Use In The C-  
37 TS, C-WA And C-PC Commercial Zoning Districts; At Article VIII,  
38 Supplementary District Regulations, By Adding A Division 18, Outdoor  
39 Promotional Activities, Section 134-2115, Standards And Criteria For  
40 Outdoor Promotional Activities; At Article XI, Signs, By Modifying Section  
41 134-2437, Building Identification, Business Identification Signs, By Adding  
42 "Property Identification Yard Signs" To The Title And Allowing Property  
43 Identification Yard Signs On Properties That Meet Certain Criteria In All Of  
44 The Commercial Zoning Districts; Providing For Severability; Providing For  
45 Repeal Of Ordinances In Conflict; Providing For Codification; Providing An  
46 Effective Date  
47

1 **Motion was made by Council Member Lindsay, and seconded by Council Member**  
2 **Araskog, to approve Ordinance # 30-2017 on first reading. On roll call, the motion carried**  
3 **unanimously.**

4  
5 X. ANY OTHER MATTERS - None

6 XI. ADJOURNMENT

7       There being no further business, the Development Review Town Council meeting of  
8 December 13, 2017 was adjourned at 2:30 P.M.

APPROVED:

\_\_\_\_\_  
Richard M. Kleid, Town Council President

PREPARED BY:

\_\_\_\_\_  
Kathleen Ruderman, Deputy Town Clerk

# TOWN OF PALM BEACH

Town Council Meeting on: January 9, 2018

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## Section of Agenda Minutes

### Agenda Title

Approval of major matters considered by the Architectural Review Commission at its meeting of December 15, 2017.

### Presenter

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

### ATTACHMENTS:

- ▣ **Memorandum Dated December 22, 2017 from John S. Page, Director of Planning, Zoning and Building**
- ▣ **Minutes of the Architectural Commission Meeting of December 15, 2017**

# **TOWN OF PALM BEACH**

Information for Town Council Meeting on: January 9, 2018

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To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

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

Re: Approval of the Architectural Commission Meeting Minutes of December 15, 2017

Date: December 22, 2017

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## **STAFF RECOMMENDATION**

Staff recommends that the Town Council approve the major items that were approved by ARCOM at the regularly scheduled meeting of December 15, 2017.

## **BOARD OR COMMISSION RECOMMENDATION**

The Architectural Commission recommends that the Town Council approve the major items that were considered at the regularly scheduled meeting of December 15, 2017.

## **GENERAL INFORMATION**

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

Attachment

JSP:kmc



# **TOWN OF PALM BEACH**

## **PLANNING, ZONING AND BUILDING DEPARTMENT**

### **MINUTES OF THE REGULAR ARCHITECTURAL COMMISSION MEETING HELD ON FRIDAY, DECEMBER 15, 2017**

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

#### **I. CALL TO ORDER**

Chair Sammons called the meeting to order at 9:00 a.m.

#### **II. ROLL CALL**

|                                    |         |
|------------------------------------|---------|
| Richard Sammons, Chairman          | PRESENT |
| Ann L. Vanneck, Vice Chairman      | PRESENT |
| Robert N. Garrison, Member         | PRESENT |
| Alexander C. Ives, Member          | PRESENT |
| Michael B. Small, Member           | PRESENT |
| Maisie Grace, Member               | PRESENT |
| Robert J. Vila, Member             | PRESENT |
| John David Corey, Alternate Member | PRESENT |
| Betsy Shiverick, Alternate Member  | PRESENT |
| Katherine Catlin, Alternate Member | PRESENT |

Staff Members present were:

John Lindgren, Planning Administrator

Kelly Churney, Secretary to the Architectural Review Commission

#### **III. PLEDGE OF ALLEGIANCE**

Chairman Sammons led the Pledge of Allegiance.

#### **IV. APPROVAL OF THE MINUTES FROM THE NOVEMBER 29, 2017 MEETING**

**Motion made by Mr. Garrison and seconded by Mr. Ives to approve the minutes from the November 29, 2017 meeting. Motion carried with all in favor**

#### **V. APPROVAL OF THE AGENDA**

Mr. Lindgren asked the Commission to defer the following projects to the January 24, 2018 meeting: B-070-2017 225 Tangier Avenue, B-081-2017 231 Seaspray Avenue and A-051-2017 3100 S. Ocean Blvd. He also asked the Commission to withdraw the following projects: B-090-2017 901 N. Ocean Blvd. and A-048-2017 201 Dunbar Rd.

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

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

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

VII. **COMMUNICATIONS FROM CITIZENS REGARDING NON-AGENDA ITEMS (3 MINUTE LIMIT PLEASE)**

There were no comments heard at this time.

Mr. Lindgren stated that Mr. Sammons declared a conflict for his project at 202 Onondaga Ave. at the November 29, 2017 meeting and had correctly completed the 8B form in accordance with State Law.

VIII. **PROJECT REVIEW**

**DEMOLITIONS AND TIME EXTENSIONS**

A. NONE

B. **MAJOR PROJECTS-OLD BUSINESS**

**B-070-2017 Demolition/New Construction**

Address: 225 Tangier Ave.

Applicant: ILLKM PB LLC

Architect: Benjamin Schreier/Affiniti Architects

Project Description: Demolition of an existing residence constructed in 1958, Construction of new one story Bermuda style 6,192 sq. ft. residence, with swimming pool, associated landscaping and landscape lighting.

Motions carried at the October meeting to approve the demolition and to defer the project for one month to the November 29, 2017 meeting for restudy based on the comments from the Commission. A motion carried at the November meeting to defer the project for one month to the December meeting.

***Please note: This item was deferred to the January 24, 2018 meeting during Item V., Approval of the Agenda.***

**B-080-2017 Demolition/New Construction**

\*ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)\* - Done 8/23/17

Address: 211-217 Emerald Lane

Applicant: Mr. & Mrs. Donald Gulbrandsen

Architect: MP Design & Architecture

Project Description: Demolition of existing house at east parcel. Proposed one story tea house with trellis, landscape/hardscape and pool.

At the August meeting, motions carried to approve the demolition, to recommend to the Town Council that implementation of the proposed variances will not cause negative architectural impact to the subject property and to approve the project as presented with the exception of the teahouse, which was deferred to the September 27, 2017 meeting for restudy. At the September meeting, the architect requested a deferral to the October 25, 2017 meeting. A motion carried at the October meeting to defer the project for one month to the November 29, 2017 meeting to restudy the roof height and cornice details. A motion carried at the November meeting to defer the project for one month to the December meeting.

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

Michael Perry, MP Design and Architecture, introduced Mrs. Gulbrandsen, the owner of 211-217 Emerald Lane and stated she would like to address the Commission.

Mrs. Gulbrandsen thanked the Commission for their work and discussed the proposed changes at her property.

Mr. Perry presented the proposed modifications to the residence.

Ms. Grace was in favor of the changes.

**Motion made by Ms. Grace to approve the project as presented.**

Ms. Shiverick was supportive of the new changes.

Mr. Sammons suggested removing the joint in the middle of the arch and well as refining the cornice.

**Motion amended by Ms. Grace and seconded by Mr. Garrison to approve the project as presented to include the changes suggested by Chairman Sammons. Motion carried with all in favor.**

[B-081-2017 Modifications](#)

Address: 231 Seaspray Ave.

Applicant: André Trouillé

Architect: Todd MacLean/Todd MacLean Outdoor Living

Project Description: Add old growth pecky cypress gates, aluminum rail fencing, and minor landscaping.

At the September meeting, the architect requested a deferral to the October 25, 2017 meeting. A motion carried at the October meeting to defer the project for one month to the November 29, 2017 meeting with a restudy of the style of the gates and the possibility of using wrought iron rather than pecky cypress at the material for the gate. A motion carried at the November meeting to defer the

project to December at the applicant's request.

***Please note: This item was deferred to the January 24, 2018 meeting during Item V., Approval of the Agenda.***

B-085-2017 Additions/Modifications

\*ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)\*

Address: 830 S. Ocean Blvd.

Applicant: Emil and Yvonne Solomine

Architect: LaBerge & Menard

Project Description: Demo existing gym building. Proposed 590 sq. ft. 2 story addition to West courtyard. Replace all existing window and doors. Paint house white. New stone entrance with new metal doors. Alterations to existing elevations.

VARIANCE INFORMATION: A variance request to allow the construction of a 590 square foot two story infill addition for two guest bedrooms that will result in a lot coverage of 26.2% in lieu of the 24.6% existing and the 25% maximum allowed.

A motion carried at the September meeting to defer the project to the November 29, 2017 meeting for restudy.

***Please note: This item was withdrawn during Item V., Approval of the Agenda.***

B-090-2017 New Construction

\*ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)\*

Address: 901 N. Ocean Blvd.

Applicant: Lorraine L. Friedman Trust

Architect: Stephen Roy/Roy & Posey

Project Description: Construction of a new 16,483 s.f. two story main house, a 1,263 s.f. two story pool house with a 710 s.f. pergola & a 2,688 s.f. two story guest house in the Bermuda Style.

VARIANCE INFORMATION: Application received from contract purchaser PBB Island Properties, LLC (Clark Beaty). A variance to allow the construction of a new 20,330 square foot two story residence with a point of measurement for height of 17.8 foot National Geodetic Vertical Datum ("NGVD") in lieu of the 17.4 foot NGVD maximum allowed for properties within the coastal construction control line.

Applicant appealed ARCOM's September 27th denial to the Town Council for consideration on October 11th. Per appeal, it was requested that ARCOM defer the application/project for further study in lieu of denial. The Town Council upheld the appeal, thereby directing that ARCOM defer the project for continued deliberation. A motion carried at the October meeting to defer the project for two months to the December meeting.

*Please note: This item was withdrawn during Item V., Approval of the Agenda.*

C. **MAJOR PROJECTS-NEW BUSINESS**

**B-099-2017 Modifications**

Address: 1565 and 1695 N. Ocean Way

Applicant: 1565 Property Associates, LLC

Architect: Carlos Martin/Carlos Martin Architects, Inc.

Landscape Architect: Scott C. Heynen, RLA/Lombardi Design

Project Description: This project consists of minor architectural changes to the existing house and grounds at 1695 North Ocean Way. The project was made possible by the owner's acquisition of the property directly to the south known as 1565 North Ocean Way, and the demolition of the house on that property. The re-design will consist of the re-orientation of the entrance of the main house from the west to the south with façade additions, the construction of an arrival court with a garage addition below, gated entry and driveways on to North Ocean Way, and landscape and hardscape improvements to the existing open space on the combined lots, which will be joined by Unity of Title.

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

Jamie Crowley, attorney for the applicant, stated that the two properties had a unity of title and discussed the setbacks for the new, unified property.

Carlos Martin, Architect, presented the proposed modifications to the property.

Mr. Small asked if the north elevation would be changed. Mr. Martin confirmed that there were no changes proposed.

Mr. Ives thought the proposed changes were simple, elegant and would support the design.

Mr. Corey was in favor of the reorientation of the door and the large green space. He suggested to restudy the portico off of the club room and stated he did not believe the design was in keeping with the home.

Mrs. Vanneck stated she had trouble with the details of the home when it was approved years ago and was very upset when the home to the south was demolished.

Mr. Sammons suggested a restudy of many items, including the cornice, architrave and entablature on the portico, stringcourse and the balustrade in the landscaping.

Mr. Vila was in favor of the proposed green space but thought the southern, western and eastern facades needed restudy.

**Motion by Mr. Vila to defer the project for restudy of the elements mentioned by the Commission.**

Mr. Small suggested restudying the gates.

**Motion seconded by Mr. Small.**

Mr. Martin stated that the eastern elevation is existing.

Mr. Lindgren recommended that the Commission review the landscape plan since the plans were integral to the design. Mr. Sammons agreed.

Mr. Heynen presented the proposed modifications to the landscape and hardscape plan.

Ms. Grace was in favor of the proposed green space but requested a softer interface between the arrival court and the lawn. She was not in favor of the landscaped stairs and the concrete pavers. She also added that she felt that the reflecting pools did not work in the proposed locations.

Mrs. Vanneck thought the nature had been stripped from the property and the design was too commercial.

Ms. Shiverick agreed with Mrs. Vanneck and thought the arrival court needed to be smaller.

Mr. Corey was in agreement with Ms. Shiverick and thought the arrival court was too large. He recommended a major restudy of the south façade, the fenestration and the landscape plan.

Mr. Garrison agreed with Mr. Corey. He also suggested that there were too many different materials proposed. He stated there was a big opportunity to orientate the entrance to the south. He thought the motor court was too large and suggested to rethink the round concrete pad in the landscape.

Mr. Vila was not in favor of the hardscape material proposed. He suggested a restudy of the gates, streetscape and hardscape material.

Ms. Catlin agreed with her fellow Commissioners and suggested allowing nature to drive the design.

Mr. Sammons suggested using a 12 foot curb cut and to restudy the materials proposed.

**Motion to defer the project to the January 24, 2018 meeting carried with all in favor.**

Mr. Lindgren stated that the Town's Right Of Way Manual limits curb cuts to 14 feet in width.

[B-100-2017 Modifications](#)

Address: 880 S. Ocean Blvd.

Applicant: Mr. & Mrs. Alex Chesterman

Architect: MP Design & Architecture, Inc.

Landscape Architect: Keith Williams/Nievera Williams Design

Project Description: Renovation of existing two story residence. New pool, hardscape & landscape.

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

Michael Perry, MP Design and Architecture, presented the proposed modifications to the residence.

Mr. Williams presented the proposed modifications to the landscape plan.

Ms. Grace thought the existing asymmetry of the front façade was charming and thought the proposed plan would eliminate that charm. Mr. Perry stated the reasons for the redesign of the front entry.

Mrs. Vanneck understood the owner's request for the front entry but thought the two garage doors should be restudied since the owners will be backing out into the street. She suggested a restudy of the driveways. Mr. Williams indicated that he was trying to avoid adding more hardscape.

Mr. Corey asked to see the samples of the paving materials. Mr. Williams presented the proposed materials. Mr. Corey thought the design was successful but thought the house was a little less charming. He suggested warming up the design.

Ms. Shiverick inquired about the year the home was built. Mr. Perry responded and added that the clients had requested the proposed colors. He agreed that the home could be warmed up from the landscaping. Ms. Shiverick thought that the house needed some renovation but cautioned not to change too much. She agreed that the landscaping could improve the look of the home.

Mr. Garrison asked if the landscaping plan would be changed to soften the home. Mr. Williams stated that he believed the design would soften the home. Mr. Garrison questioned the proposed colors. Mr. Perry discussed the proposed colors for the home. Mr. Garrison also suggested adding colors to the landscaping.

Mr. Vila thanked the owners for not demolishing the home and was in favor of much of the architectural changes. He also requested the addition of color in the

landscaping.

Mr. Sammons suggested reducing the curb cut to 14 feet and reducing some of the hardscape.

Mrs. Vanneck suggested adding more grass in the front to reduce the pavement. Mr. Perry stated that he discussed this with the owner and would come up with a solution.

Mr. Sammons agreed that the paving needed relief. Mr. Sammons asked about the proposed banding around the house and suggested a cornice at the portico and a stringcourse on the walls. He suggested a restudy of the square piers, the spacing of the front piers, the eave on the upper rear terrace and eave brackets.

**Motion made by Mr. Vila and seconded by Ms. Grace to defer the project to the January 24, 2018 meeting with a restudy of the details indicated by Chair Sammons and the hardscape details. Motion carried with all in favor.**

*A short break was taken at 10:16 a.m. The meeting resumed at 10:30 a.m.*

#### B-101-2017 Additions/Modifications

\*ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO VARIANCE(S)\*

Address: 1090 N. Ocean Blvd.

Applicant: Ann DesRuisseaux

Architect: MP Design & Architecture, Inc.

Landscape Architect: Keith Williams/Nievera Williams Design

Project Description: Addition of new loggia at west side of previously ARCOM approved residence on January 25, 2017 ARCOM meeting. Updated and revised pool, landscape and hardscape layout.

VARIANCE(S) INFORMATION: The Applicant is requesting the following variances to construct a 401 square foot loggia addition to the west side of the residence with an open balcony above:

1) a south side yard setback of 10 feet in lieu of the 12.5 foot minimum required in the R-B Zoning District; and 2) a cubic content ratio ("CCR") of 5.31 in lieu of the 4.99 previously approved and the 3.96 maximum allowed in the R-B Zoning District for a lot that is 13,938 square feet in area.

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

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

Michael Perry, MP Design & Architecture, presented the proposed modifications to the residence.

Mr. Williams presented the proposed modifications to the landscape and hardscape plan. He presented an alternate design on the overhead projector.

Ms. Grace was in favor of the design but preferred three French doors on the west elevation rather than the four proposed. Ms. DesRuisseaux stated that the doors had been approved and had already been ordered.

Mrs. Vanneck expressed concern about the amount of glass on the west side, due to the sun exposure. Mr. Perry stated the change from windows to doors were staff approved. Ms. DesRuisseaux stated that she met with Mr. Sammons recommended the doors rather than the windows.

Mr. Garrison was in favor of the proposed design.

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

**A second motion made by Mr. Garrison and seconded by Mr. Small that the implementation of the proposed variances will not cause negative architectural impact to the subject property. Motion carried 6-1 with Mrs. Vanneck opposed.**

[B-102-2017 Demolition/New Construction](#)

\*ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SITE PLAN REVIEW\*

Address: 266 Orange Grove Road

Applicant: Michael Steranka

Architect: Pat Segraves/SKA Architect + Planner

Project Description: Demolition and new construction of one story British Colonial style home to be approximately 2,900 square feet with final hardscape and landscape to be included.

SITE PLAN REVIEW INFORMATION: Site Plan Review to allow the construction of a 2,900 square foot one-story, single family residence on a non-conforming platted lot which is 8,156.25 square feet in area in lieu of the 10,000 square foot lot minimum area required in the R-B Zoning District and 75 feet in width in lieu of the 100 foot minimum width required in the R-B Zoning District.

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

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

Mr. Segraves presented the proposed demolition for the existing home.

Mr. Small stated he would be prepared to make a motion to approve the demolition.

Mr. Vila asked about the plans for the existing palms after demolition. Mr. Skowron responded.

Mr. Lindgren recommended that the Commission review the landscape demolition plan. Mr. Skowron stated he did not have a landscape demolition plan. Mr. Lindgren stated that a landscape plan that showed the site after demolition was required with a demolition application.

There was a short conversation about the landscape that would remain after the demolition.

**Motion made by Mr. Garrison and seconded by Mr. Ives to defer the project to the January 24, 2018 meeting so that the architects could submit a complete package. Motion carried with all in favor.**

Mr. Lindgren recommended reviewing the architectural plans to provide some feedback to the architect due to the unusually short meeting.

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

Mr. Sammons asked about the proposed lot coverage. Mr. Segraves responded. Mr. Sammons asked about the proposed roof material. Mr. Segraves presented a sample of the roof material.

Mr. Lindgren asked about the proposed finished floor. Mr. Segraves responded.

Ms. Grace was happy that the owner was rebuilding a single story home. She asked about the proposed walls around the property and was in favor of the existing front door rather than the proposed front door. She recommended using a lighter roof tile.

Mr. Garrison expressed some frustration that the plans were not accurate.

Mr. Corey stated the proposed front elevation was not accurate because of the four-foot grade difference and recommended that the renderings needed to reflect the accurate grade difference.

Mr. Vila thought the proposed home looked somber and suggested lighting the house. He expressed concern about the size of the roof and suggested to restudy the bay window. He added that more thought was required for the design to be successful.

Ms. Shiverick suggested restudying the roof.

Ms. Catlin wanted to make sure the drainage was appropriately addressed to alleviate the neighbor's flooding concern.

Mr. Lindgren assured the Commission that the Town would assess the drainage

before it was approved.

Ms. Grace expressed concern about the aesthetics of the proposed drainage.

Mr. Segraves addressed the drainage concerns.

Mr. Sammons expressed concern about the flat section of the roof, the width of the proposed home, and the bay window. He made some suggestions to raise the home and add welcoming arms at the front entrance.

[B-103-2017 Additions/Modifications](#)

\*ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SITE PLAN REVIEW WITH VARIANCE(S)\*

Address: 280 Orange Grove Road

Applicant: Gustav & Susan Carlson

Architect: Pat Segraves/SKA Architect + Planner

Landscape Architect: Don Skowron

Project Description: Renovation of existing one-story home. Addition of 460 square feet, for a total of 3,200 square feet. Change to Island Style home, raising floor elevation, and replacing roof. Final hardscape and landscape to be included.

SITE PLAN REVIEW WITH VARIANCE(S) INFORMATION: 1) Site Plan Review to allow the renovation of an existing one story residence by demolishing more than 50% cubic footage and raising the finished floor elevation of the house to 7.5 NGVD on a lot with a width of 75 feet in lieu of the 100 foot minimum required in the R-B Zoning District and an area of 8,156.25 in lieu of the 10,000 square foot minimum required in the R-B Zoning District. 2) A variance is being requested to allow the construction of a 116 square foot one story addition for a bathroom/bedroom that is proposed to have a 5.4 foot west side yard setback in lieu of the 12.5 foot minimum setback required for a one story structure. 3) A variance is being requested to allow the existing residence to remain non-conforming with no garage provided.

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

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

**Motion made by Ms. Grace and seconded by Mr. Vila that the implementation of the proposed site plan review with variances will not cause negative architectural impact to the subject property. Motion carried with all in favor.**

Mr. Segraves presented the proposed modifications to the existing residence.

Mr. Corey expressed concern that the elevation of the home was not accurate on the civil plan and the proposed rendering. Mr. Sammons suggested that future renderings should show the elevation at the street level.

Ms. Grace was in favor of raising the floors. She asked if the wells around the

property were needed for water retention. Mr. Segraves stated they were necessary. Ms. Grace stated she would like to see the well design.

Mr. Sammons thanked the owners for renovating the home rather than demolishing their home. He suggested to restudy the rear porch roof and increasing the roof by 1 ½ feet.

Mr. Skowron presented the proposed modifications to the landscape and hardscape for the site.

Mrs. Vanneck asked about the landscaping on the sides of the home. Mr. Skowron responded. Mrs. Vanneck asked Mr. Skowron to reduce the curb cut to 14 feet. She also requested Mr. Skowron to add some more landscaping.

Mr. Corey was in favor of the two Clusia trees but questioned the small Foxtail palms. Mr. Corey also suggested restudying the front motor court design as well as increasing the amount of landscaping.

Mr. Garrison recommended seeing a cross section from east side of the house to the property to the east to show the grade change. A short discussion ensued about the grade changes between the two properties.

Mr. Sammons was in favor of the direction but thought some of the details needed to be addressed.

**Motion made by Mrs. Vanneck and seconded by Mr. Garrison to defer the project to the January 24, 2018 meeting. Motion carried with all in favor.**

#### [B-104-2017 Additions/Modifications](#)

**\*ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SPECIAL EXCEPTION WITH SITE PLAN REVIEW\***

Address: 2185 S. Ocean Blvd.

Applicant: Town of Palm Beach

Engineer: Brent Whitfield

Project Description: The existing north restroom and storage building will be demolished and replaced with a prefabricated restroom building to match the restrooms on the south end of the park. The new building will have two restrooms, both for men and women, a utility room and an attached drinking fountain. The improvements will also include an ADA compliant outdoor foot and shower station for washing off beach sand.

SPECIAL EXCEPTION WITH SITE PLAN REVIEW INFORMATION: Sec. 134-329 site plan review request for existing north restroom building to be replaced by new restroom pre-fabricated building to match restroom buildings to the south of the park. Sec. 134-229 requirements to grant special exception for construction of a public structure.

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

Patricia Strayer, Engineer for the Town of Palm Beach, discussed the funding for the project.

Mr. Whitfield presented the proposed modifications for the park.

Mr. Ives stated the plans are an improvement but expressed disappointment with the design. Mr. Sammons agreed.

Ms. Strayer stated that they tried to improve the site with the proposed landscaping.

Mr. Vila asked if the paint color could be changed. Ms. Strayer stated that the paint could be changed to a tan color to match the Town's pump station. Mr. Vila also suggested more screening for the bathroom.

**Motion made by Mr. Vila and seconded by Mr. Garrison to approve the project as presented with the caveat that the color be changed to a light tan to match the existing service building and consider adding a creeping vine to add some green to the building. Motion carried 6-1 with Mr. Ives opposed.**

**A second motion made by Mrs. Vanneck and seconded by Ms. Grace that the implementation of the proposed special exception and site plan review would not cause negative architectural impact to the subject property. Motion carried 6-1 with Mr. Ives opposed.**

#### B-105-2017 New Construction

**\*ARCOM TO MAKE RECOMMENDATIONS RELATIVE TO SITE PLAN REVIEW\***

Address: 235 Via Vizcaya

Applicant: 235 Via V PB, LLC

Architect: Pat Segraves/SKA Architect + Planner

Project Description: New construction of Mediterranean Revival home to be approximately 7,000 square feet. Final landscape, hardscape and drainage to be included.

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

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

Mrs. Vanneck asked staff if there was a one-year waiting period for projects to return to the Commission after a denial. Mr. Segraves stated he believed the design was significantly different from the last presented design.

Mr. Segraves presented the proposed plan for the new residence.

Eduard de Guardiola, owner, spoke regarding the design of the home and the changes that have been made since the last time it was presented to the Commission.

Mr. Ives expressed concern about setting a precedence for the future if the application was heard in such a short time period after the denial. He also added he felt the newly proposed home lacked character.

Mr. Small felt comfortable hearing the application and thought the house was significantly different from the previous design. He thought the proposed home would add charm to the street.

Ms. Grace thought the house was still too massive and needed some relief in areas.

Ms. Catlin was in favor of many elements in the design and thought the proposed home was significantly different from the previous design. She thought the massing of the home was appropriate.

Mrs. Vanneck expressed concern about the massing in the center of the proposed home.

Mr. Vila thought the design was heading in the right direction but thought the wings of the home needed some restudy. He also thought the garage doors needed restudy.

Mr. Garrison also thought the design was heading in the right direction but thought the center section needed to be reduced. He suggested restudying the fenestration on the second floor.

Mr. Sammons stated that the plans and elevations did not match each other. He suggested a restudy of the fenestration, balusters, loggia and many other details.

Mr. Ives thought the design had a lack of charm and identity but thought the design could work after some changes.

Mr. Vila suggested a restudy of proposed materials as well as the details.

**Motion made by Mr. Vila and seconded by Mr. Garrison to defer the project to the January 24, 2018 meeting. Motion carried with all in favor.**

D. **MINOR PROJECTS - OLD BUSINESS**

A-048-2017 Modifications

Address: 201 Dunbar Rd.

Applicant: 280 NCR, LLC  
Architect: Pat Segraves/SKA Architect + Planner  
Project Description: Re-sizing of windows on south, north and east elevations of previously approved house.

A motion carried at the November meeting to defer the project for one month to the December 15, 2017 meeting.

***Please note: This item was withdrawn during Item V., Approval of the Agenda.***

E. **MINOR PROJECTS-NEW BUSINESS**

**A-051-2017 Modifications**

Address: 3100 S. Ocean Blvd.

Applicant: Palm Beach Hampton Condominium Association

Architect: Jonathan Wrend/City Beautiful Group

Project Description: Window replacement, size-for-size. Replacement windows are being proposed without existing muntin pattern.

A motion carried at the November meeting to defer the project to the December 15, 2017 meeting at the request of the architect.

***Please note: This item was deferred to the January 24, 2018 meeting during Item V., Approval of the Agenda.***

IX. **OTHER BUSINESS**

There was no other business heard at this time.

X. **ADDITIONAL COMMUNICATIONS FROM CITIZENS (3 MINUTE LIMIT PLEASE)**

There were no citizens' comments heard at this time.

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

Mr. Lindgren announced the retirement of John Page and stated his last day will be January 12, 2018.

Mr. Small expressed concern about the number of projects at the January meeting. Mr. Lindgren stated he would look at the availability of the Council Chambers on the day following the meeting in case the extra time is needed.

Mr. Ives asked if any follow up was required for 901 N. Ocean Blvd. Mr. Lindgren responded and stated no follow up was necessary.

XII. ADJOURNMENT

**Motion made by Mr. Garrison and seconded by Mr. Ives to adjourn the meeting at 12:22 p.m. Motion carried with all in favor.**

The next meeting will be held on Wednesday, January 24, 2018 at 9:00 a.m. in the Town Council Chambers, 2nd floor, Town Hall, 360 S County Rd.

Respectfully Submitted,

Richard Sammons, Chairman  
**ARCHITECTURAL COMMISSION**

kmc

# TOWN OF PALM BEACH

Town Council Meeting on: January 9, 2018

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## Section of Agenda

Resolutions

## Agenda Title

**RESOLUTION NO. 01-2018** A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing the Town Manager and Finance Director to enter into an Agreement with Bank of Montreal, To Provide the Town of Palm Beach with Credit By Way of a Corporate MasterCard Account.

## Presenter

Jane Struder, Director of Finance

## ATTACHMENTS:

- ▣ **Memorandum Dated December 22, 2017, from Jane Struder, Director of Finance**
- ▣ **Resolution No. 01-2018**
- ▣ **Exhibit A**

# TOWN OF PALM BEACH

Information for Town Council Meeting on: January 9, 2018

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To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jane Struder, Director of Finance

Re: Resolution No. 01-2018  
Authorizing Town Manager and Finance Director to Sign for on Behalf of Town a Corporate Master Card Agreement

Date: December 22, 2017

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## **STAFF RECOMMENDATION**

Staff recommends that Town Council approve Resolution No. 01-2018, authorizing Town Manager and Finance Director to sign on behalf of the Town a Corporate Master Card Agreement with Bank of Montreal, to provide purchasing card services to the Town.

## **GENERAL INFORMATION**

Over the years, the Town has utilized Bank of America for purchasing card services. Bank of America had a \$1,000,000 spend requirement before a rebate could be issued. In review of various purchasing card services available to government entities, PFM, Bank of Montreal offers rebates starting at .30% with a minimum spending limit of \$50,000 per year increasing to 1.2% for over \$1 million of annual spending volume. The Town's spending volume through November 2017 was \$734,971, which would have equated to a rebate of .80% or \$5,880. If the new program is approved, we plan to use the purchasing card to pay utility bills and other vendors in the upcoming year to increase our purchasing volume and increase the rebate we are able to receive.

The Town has not received a rebate for use of the Bank of America purchasing card services since inception.

Additionally, the Bank of America purchasing card program is not robust in the reports available for analysis. PFM, Bank of Montreal allows real-time analysis of spending patterns and provides for greater management of purchases. Reconciliation of each transaction will be completed within forty-eight hours of the card use rather than at the end of the thirty-day billing cycle as is the case with the Bank of America program.

These improvements will generate revenue for the Town, provide greater accountability and reduce unnecessary manual paper processes.

## **FUNDING/FISCAL IMPACT**

It is anticipated that this policy change will generate approximately \$15,000 of revenue from the annual rebate from use of the card in the initial year of the program. In future years, the anticipated rebate is

expected to increase with the increased use for vendor payments.

**TOWN ATTORNEY REVIEW**

The Town Attorney has reviewed and approved Resolution No. 01-2018 for legal form and sufficiency.

Attachments

cc: John C. Randolph, Town Attorney  
Dean Mealy, Purchasing Division

## RESOLUTION NO. 01-2018

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE TOWN MANAGER AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH BANK OF MONTREAL, TO PROVIDE THE TOWN OF PALM BEACH WITH CREDIT BY WAY OF A CORPORATE MASTERCARD ACCOUNT.

\* \* \* \* \*

WHEREAS it is in the best interest of the Town of Palm Beach to enter into an arrangement with the Bank of Montreal, a Canadian chartered bank with a branch at 115 South LaSalle Street, Chicago, IL 60603 to provide the Town of Palm Beach with credit by way of a Corporate MasterCard account;

WHEREAS the Town of Palm Beach has the power and authority to borrow money and otherwise obtain credit and to grant security on its assets;

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 is authorized to enter into an arrangement with the Bank of Montreal to provide the Town of Palm Beach with credit by way of a Corporate MasterCard account. Under the arrangement, the employees of the Town of Palm Beach may be issued Corporate Cards on the MasterCard corporate account of the Town of Palm Beach with the Bank. The Town of Palm Beach shall be responsible for the payment of all amounts, including fees and interest, charged to such corporate account, the whole substantially on the terms and conditions set forth in the draft Corporate MasterCard Account Agreement submitted as “Exhibit A” and hereby approved by the Town Council; and

Section 2. The Finance Director and the Town Manager are hereby authorized to sign for and on behalf of the Town of Palm Beach a Corporate MasterCard Account Agreement with the Bank of Montreal, with terms and conditions of the draft thereof approved by the directors, with such changes or modifications as the person(s) so signing may in their sole discretion deem appropriate, and to sign such other documents and do such other things they in their sole discretion deem appropriate or advisable in connection with or to give effect to such Corporate MasterCard Account Agreement and the program contemplated thereunder.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 9th day of January 2018.

\_\_\_\_\_  
Gail L. Coniglio, Mayor

\_\_\_\_\_  
Richard M. Kleid, Town Council President

\_\_\_\_\_  
Danielle H. Moore, Council President Pro Tem

\_\_\_\_\_  
Julie Araskog, Town Council Member

ATTEST:

\_\_\_\_\_  
Bobbie Lindsay, Town Council Member

\_\_\_\_\_  
Kathleen Dominguez, Town Clerk

\_\_\_\_\_  
Margaret A. Zeidman, Town Council Member

**BMO ePURCHASING SOLUTIONS  
CORPORATE MASTERCARD PROGRAM  
MEMBER ACCOUNT AGREEMENT**

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
Between \_\_\_\_\_ with its principal office at  
\_\_\_\_\_ (the “Member”) and BANK OF MONTREAL, a Canadian  
chartered bank with a branch at 115 South LaSalle Street, Chicago, IL 60603 (the “Bank”).

THE PARTIES AGREE AS FOLLOWS:

SECTION 1. MEMBER ACCOUNT AND CARDS.

The Bank has established a Corporate MasterCard program with PFM Financial Services LLC. (the “Association”) for its qualified members. The Association has requested that the Bank establish a MasterCard account for you and the Bank has agreed to do so.

This Agreement between the Member and the Bank and the Agreement between the Bank and the Association set forth the terms and conditions under which the Bank will make its Corporate MasterCard program available to the Member.

*Section 1.1.* The Bank will establish a MasterCard®\* account for the Member (the “Member Account”) under the Bank’s Corporate MasterCard program with the Association as indicated in Schedule 1 with the initial credit limit of U.S. \$\_\_\_\_\_ (the credit limit of the Member Account in effect at any time is herein called the “Member Credit Limit”). The Bank shall lend money to the Member and its Cardholders (as defined below) up to the Member Credit Limit by way of charges to the Member Account in accordance with this Agreement. The Bank reserves the right, in its sole discretion, to modify the Member Credit Limit and the Cardholder Credit Limits at any time.

The Member agrees that the Member Account is to be used for business purposes, and not for personal, family, or household purposes (non-business purposes). Member will notify its Cardholders of the prohibition against use for non-business purposes when the Card is issued and periodically thereafter during the term of this Agreement. Member agrees that regardless of the purposes for which the Member Account is used to make purchases, all such transactions, interest, fees and related charges shall be paid to the Bank by the Member in accordance with the terms of this Agreement.

*Section 1.2.* The Member may request the Bank to issue a MasterCard card or card numbers (“Cards”) on the Member Account to employees designated by the Member. Each such request (a “Request”) shall be in a form attached as Schedule “2” and shall be duly completed and signed by the designated employee and, on behalf of the Member, by a Program Administrator (as defined below) as required by the Bank from time to time and shall be submitted by a Program Administrator.

*Section 1.3.* Upon receipt by the Bank of a Request in respect of an employee, the Bank will issue a Card on the Member Account to the employee, embossed with the name of the employee (the “*Cardholder*”) and the Member’s name and/or identifier. The Bank may issue renewal, replacement or temporary replacement cards for any Card from time to time.

In addition, at the Member’s request, the Bank may issue each Cardholder a personal identification number (a “*PIN*”) enabling the Cardholder to use the Card at automated teller machines (“*ATMs*”) accessible with the Card to obtain cash advances and effect transactions on the Member Account. The Member shall instruct each Cardholder not to disclose the Cardholder’s PIN to any other person. Transaction records issued by an ATM are solely for the Member’s convenience and in the event of any dispute as to the accuracy of such records, the Bank’s internal records are presumptively correct and Member must establish by clear and convincing evidence that such records are in error.

*Section 1.4.* The Member shall establish and set out in each Request a credit limit for the Card (the “*Card Limit*”) to be issued to the employee designated in the Request, subject to limitations which may be set by the Bank. A portion of this Card Limit is available for Cash Advances. The aggregate of all Card Limits for issued Cards shall not exceed the Member Credit Limit.

## SECTION 2. CHARGES AND FEES.

*Section 2.1.* Subject to the provisions hereof, the Cardholder may use the Card to charge to the Member Account (a) the price of goods or services obtained from a merchant or supplier honoring the Card, by means of payment or settlement by the Bank to the merchant or supplier (a “*Purchase*”); or (b) cash advances obtained through the use of the Card either directly from the Bank, through use of an ATM, or through another financial institutions honoring the Card; or purchase a money order, travelers check or similar item (a “*Cash Advance*”); *provided*, each such Purchase and Cash Advance must be for a business purpose. Any such use of a Card which results in a Charge (as defined below) to the Member Account, whether or not the Card was presented to a merchant or supplier (such as Internet, mail or telephone order Purchases) or the Cardholder’s signature was obtained, or by use of a PIN, is herein called a “*Transaction*.”

*Section 2.2.* The Bank will maintain a sub-account of the Member Account for each Card (a “*Card Account*”). The Bank shall record all Transactions with respect to each Card, as well as all interest, fees, service charges, credits and adjustments relating to such Card or its use on the Card Account maintained for such Card. All Transactions, interest, fees and service charges posted to the Member Account, including by recording them on individual Card Accounts, shall constitute a charge to the Member Account (a “*Charge*”).

*Section 2.3.* The annual Card fee for each Card and the service charges set forth in Schedule 1 shall apply .

For each Cash Advance, the Bank adds an additional service charge as set forth in Schedule 1. This fee will be added to the Cash Advance balance. The amount of the Cash Advance also may include a surcharge that the ATM owner imposes.

*Section 2.4.* Upon receipt of a credit issued by a merchant or supplier for Purchases charged to the Member Account, the Bank shall post the credit to the Card Account. If the Bank does not receive the credit prior to the time the related charge is included in a monthly Card Account Statement (as defined below), the amount of the related charge shall be paid by the Payment Due Date.

*Section 2.5.* The Bank and MasterCard International convert any Card Transaction made in a currency other than U.S. dollars to U.S. dollars. MasterCard International uses the MasterCard International conversion rate in effect on the day the Transaction is posted to the Card Account (currently either a wholesale market rate or a government-mandated rate) and adds a MasterCard International conversion charge. The Bank then adds the Bank's current foreign exchange markup. The MasterCard International conversion rate and charge may not be the same as existed on the day of the Transaction. The amount of the Transaction after conversion (including foreign exchange markup) is shown on the Card Account Statement as either a Purchase or Cash Advance. However, if a foreign currency Transaction is refunded to a Card Account, the MasterCard conversion rate used to convert the refund to the currency of the card is the rate that the Bank pays to MasterCard International Inc. minus the markup percentage that the Bank discloses to the Customer from time to time. This rate may not be the same as the rate that existed on the date the Transaction was refunded. For these reasons, the amount that is credited to a Card Account for a refund of a foreign currency Transaction will, in most cases, be less than the amount that was originally charged to the Card for that Transaction.

### SECTION 3. STATEMENTS, PAYMENTS AND INTEREST.

*Section 3.1.* The Bank shall prepare monthly, as of the Monthly Billing Date, a Card Account statement (the "*Card Account Statement*") for each Card Account in which there is an outstanding balance as of the Monthly Billing Date or in which a Charge has been posted during the period commencing the day after the immediately preceding Monthly Billing Date and ending on the current Monthly Billing Date (the "*Billing Period*"). The Bank may upon request by the Member send to each Cardholder the Card Account Statement for such Cardholder's Card Account. The Card Account Statement will include the Transactions and the outstanding balance.

*Section 3.2.* The Bank will prepare monthly, as of the same date in each month (the "*Monthly Billing Date*"), and will send to the Member an invoice (the "*Member Account Statement*") showing the aggregate outstanding balance of the Member Account as of such Monthly Billing Date; if more than one invoice is sent, such aggregate outstanding balance will be the sum of all the invoices.

*Section 3.3.* Each month, the Member shall pay in full the aggregate outstanding balance of the Member Account shown on the Member Account Statement on or before the Payment Due Date in respect of such Member Account Statement, which Payment Due Date shall be the number of days after the Monthly Billing Date set out in Schedule 1. Payments must be made in U.S. Dollars. On the Payment Due Date, as agreed by the parties, the Bank shall either (i) debit the Member's specified U.S. dollar deposit account at Harris Trust and Savings Bank or one of

its affiliates; (ii) debit the Members Account with its designated bank account; (iii) debit the Member's specified U.S. dollar deposit account at a U.S. financial institution; or (iv) Member shall pay in immediately available funds with a check or draft drawn on a U.S. financial institution for the balance shown on each Member Account Statement. Any amount not so paid on or before the applicable Payment Due Date shall be considered past due and such non-payment shall constitute a default by the Member.

*Section 3.4.* Interest shall be charged on the amount of all Purchases, fees and service charges from the date posted to the Member Account, and from the date of the advance for Cash Advances. Interest shall be charged at the annual rate(s) defined in Schedule 1 (the "*Card Rate(s)*"). Interest is calculated on a daily basis by multiplying each daily interest-bearing balance of Charges in each Card Account by a daily rate of interest. The daily rate of interest is equal to the applicable Card Rate divided by the actual number of days in the year (365 or 366, as the case may be).

*Section 3.5.* The Bank will waive the interest charges on Purchases, fees and service charges if the Bank receives payment in full at its MasterCard Payment Center of the aggregate outstanding balance of the Member Account on or before the Payment Due Date each month. The Bank will not waive interest charges on Cash Advances.

*Section 3.6.* If the Bank receives any payment in an amount less than the outstanding balance of the Member Account shown on a Member Account Statement, the Bank may apply such partial payment to the Card Accounts as the Bank elects. In respect of any Card Account, any payment will be applied towards Charges which have been included in a Member Account Statement in the following order: (a) interest, (b) fees and service charges, (c) Cash Advances (d) interest-bearing Purchases, (e) non-interest-bearing Purchases; the remainder, if any, will then be applied towards Charges which have not yet been included in a Card Account Statement in the same order as shown above. The Bank may accept payments that are marked with restrictive endorsements such as "payment in full" without losing any of its rights under this Agreement. Any payment tendered with a restrictive endorsement must be sent to the Bank's address for customer service to be effective in accordance with Section 3-311 of the Uniform Commercial Code.

*Section 3.7.* The Member shall pay all Charges included in a Member Account Statement notwithstanding that the Member or a Cardholder disputes with the Bank any Charge or other particular. In the event of any such dispute with the Bank, the Member will follow the Customer Service Procedures outlined in Schedule 1.

*Section 3.8.* The Member shall examine each monthly Member Account Statement, and shall ensure each Cardholder examines each monthly Card Account Statement, upon receiving it. If the Member does not notify the Bank of an error or omission with regard to any Charge to the Member Account included in or itemized on such monthly statements within sixty (60) days after the Monthly Billing Date in respect of such statement, the Member agrees that such Member Account Statement and related Card Account Statements shall be deemed presumptively to be correct and Member must establish by clear and convincing evidence that such Card Account Statement is in error.

*Section 3.9.* U.S. Internal Revenue Code (IRC) Section 1441 requires the withholding of tax on certain payments to foreign persons. For U.S. tax purposes, the Bank is a foreign person. However, IRC Regulation 1.1441-1(b)(2)(ii) provides that no withholding is required on payments made to a U.S. financial institution acting as agent for the foreign person. Harris Trust and Savings Bank, a wholly owned subsidiary of the Bank is receiving all payments made under this agreement as agent for the Bank. Harris Trust and Savings Bank will comply fully with all obligations to withhold under IRC Section 1441 and Regulation 1-1441-(1). Additionally, Harris Trust and Savings Bank as a U.S. financial institution will complete an IRS Form W-9, Request for Taxpayer Identification Number and Certification upon request.

#### SECTION 4. MEMBER AND CARDHOLDER LIABILITY.

*Section 4.1.* The Member shall be liable to the Bank for, and agrees to pay the Bank, all Charges to the Member Account, even if the aggregate of all outstanding Charges is in excess of the Member Credit Limit or in excess of any Card Limit, and even if as between the Member and a Cardholder any Charge resulted from improper use of a Card by the Cardholder.

*Section 4.2.* Notwithstanding 4.1, MasterCard currently provides MasterCoverage<sup>TM\*</sup> program for the benefit of issuers of corporate Cards and the corporate sponsors (such as the Member). Based on the MasterCoverage program, the Bank agrees to waive the Member's liability for certain wrongful Card transactions by Cardholders who are no longer employed by the Member. The type and amount of such Card transactions which qualify for such waiver of Company liability shall be determined by the MasterCoverage program and shall be governed by the terms, exclusions, and conditions of such programs as established from time to time by the underwriters, including but not limited to the condition that the Member meet all of its obligations to make a qualifying claim under the applicable program. The Member acknowledges having received from the Bank of the MasterCoverage Program description outlining such obligations of the Member and the current conditions, limitations, and exclusions applicable to such programs. The Bank may terminate this liability waiver at any time upon written notice to the Member in the event that the related MasterCoverage Program is terminated.

*Section 4.3.* In the event of possible loss, theft or unauthorized use of Card, the Member agrees to notify the Bank by phone at (800) 361-3361 or fax notice to the Bank at (888) 224-5393. Promptly following receipt of such notice, the Bank shall place a hold on the affected Cardholder Account and the Member shall have no further liability for unauthorized use of such Card or Cardholder Account which does not benefit the Member. The Member shall be liable for any unauthorized use of the Card prior to the time the Bank receives notice. Unauthorized use does not include use by a person whom the Member or Cardholder has given authority to use the Member Account. Member will be liable for all use by such a person. The Member will be liable for any use authorized by the Member or a Cardholder until the Member has sent the Bank written notice and destroyed and/or recovered and safeguarded the Card that the person was using. Member shall cooperate with Bank in its efforts to investigate unauthorized use.

However, in the event a Cardholder's PIN is disclosed to any unauthorised person, whether by a Cardholder's failure to maintain confidentiality of the PIN, failure to keep the PIN and the Card separate or otherwise, the Member shall be liable for all Transactions through use of the PIN whether or not incurred by the Cardholder.

#### SECTION 5. CERTAIN RIGHTS AND RESPONSIBILITIES OF THE BANK.

*Section 5.1.* The Bank shall have sole discretion over the management, operation, content and features of its Corporate MasterCard program and the Cards. Subject to the terms of this Agreement, the Bank may modify any aspect of its Corporate MasterCard program.

*Section 5.2.* The Bank shall provide the Member with management information as indicated in Schedule 1. Subject to payment of additional fees which may apply, the Bank shall provide the Member with such other management information as the Bank makes available under its Corporate MasterCard program and the Member requests from time to time.

#### SECTION 6. CERTAIN RIGHTS AND RESPONSIBILITIES OF THE MEMBER.

*Section 6.1.* The Member shall, and shall require its Cardholders to, abide by all written security instructions and directions (and telephone instructions in case of emergency) provided by the Bank from time to time.

*Section 6.2.* The Member designates each of the persons whose name, title, address and signature appear on Schedule 1 as its Program Administrator. A Program Administrator shall sign, on behalf of the Member, requests for the issuance of a Card, requests to cancel a Card, requests to modify Cardholder names, addresses, costs centers, departments etc., requests to adjust individual Card Limits ("*Requests*"), and other documentation in connection with the day-to-day operation and administration of the program under this Agreement. The Bank may deal with any Program Administrator in respect of all matters relating to the day-to-day operation and administration of the program under this Agreement, including requests for information the Bank may reasonably require for its management and operation of the program under this Agreement. All statements, invoices, management information, Cards and other correspondence which the Bank sends to the Member under this Agreement in connection with the day-to-day operation and administration of the program shall be sent to the attention of a Program Administrator. The Bank shall be entitled to rely without inquiry on any request or notice signed by any such Program Administrator and on any instructions, authorization or information received from such person. The Member may change the person or persons designated as Program Administrator by written notice to the Bank and any such change shall be effective upon receipt by the Bank of such notice.

*Section 6.3.* The Member shall be solely responsible for establishing and monitoring internal procedures or guidelines for its employees in respect of use of Cards by Cardholders. The Bank shall have no obligation to inquire or verify whether any use of a Card, or any Charge to the Member Account, is for business or non-business use or whether any Cardholder's use is in accordance with such internal procedures or guidelines regarding use of the Card.

*Section 6.4.* The Bank may allow a Program Administrator to submit Requests through the Internet, in which case the Bank will provide sign-in instructions, a user ID and a password to the Program Administrator. The Member shall protect the user ID and password from fraudulent use and shall immediately notify the Bank of any unauthorized disclosure of the user ID or password. Until such notification, the Bank may rely on any Request received using the user ID and password, and shall have no duty to confirm such Requests.

*Section 6.5.* The Bank may allow a Program Administrator to submit Requests through the Internet, in which case the Bank will provide sign-in instructions, a user ID and a password to the Program Administrator. If the Member appoints other Program Administrators from time to time, an existing Program Administrator may establish a user ID and password for the new Program Administrators. Program Administrators may change their passwords at any time, and will do so when required by the Bank. The Member shall protect each user ID and password from fraudulent use and shall immediately notify the Bank of any unauthorized disclosure of any user ID or password. Until such notification, the Bank may rely on any Request received using any user ID and password, and shall have no duty to confirm such Requests.

*Section 6.6.* The Member will provide its annual audited financial statements to the Bank within thirty (30) days of completion. The statements should be sent by U.S. mail or courier to:

Harris Bank  
111 W. Monroe, 2<sup>nd</sup> Floor West  
Chicago, IL 60690  
Attention: Institutional Group

#### SECTION 7. CARDS AND CANCELLATION OF CARDS.

*Section 7.1.* All Cards remain at all times the property of the Bank and cannot be transferred. All Cards shall be surrendered to the Bank upon demand. Notwithstanding any other provision in this Agreement, the Bank may cancel or suspend the right to use any Card if the Bank detects unusual or suspicious activity.

*Section 7.2.* The Member may direct the Bank to cancel any Card at any time for any reason by providing a written Request to the Bank. The written Request must include the Cardholder's last known business address, home address and phone number. The Member shall continue to be liable for Charges made through use of any such Card made prior to the time the Bank receives the written Request.

#### SECTION 8. TERM AND TERMINATION OF AGREEMENT.

*Section 8.1.* The term of this Agreement shall commence as of the date of this Agreement and shall continue until terminated by either party in accordance with the provisions hereof; *provided, however*, this Agreement shall terminate immediately upon termination of the Corporate MasterCard Program Agreement between the Bank and the Association.

*Section 8.2.* Either the Bank or the Member may, upon at least thirty (30) days prior written notice to the other, terminate this Agreement.

*Section 8.3.* The Member or the Bank may immediately terminate this Agreement, without notice, in the event of the bankruptcy or insolvency of the other party or if the other party fails to make any payment when due under this Agreement or if the other party is in default in the performance of any of its other obligations. However, except in the event of bankruptcy or insolvency and except in the event any party fails to make any payment when due under this Agreement, if the default is readily curable, the party having the right to terminate in respect of such default may only exercise such right if the default remains uncured for ten (10) days after written notice of the default is given to the defaulting party. The right to terminate is in addition to any other right the non-defaulting party may have in respect of the default.

*Section 8.4.* Upon termination of this Agreement:

(a) all outstanding Cards shall be cancelled and all rights or benefits of the Member or any Cardholder with respect to the Cards shall be revoked or withdrawn;

(b) The Member shall continue to be liable for, and to pay, the aggregate of all Charges on each Card Account whether or not then posted to the Card Account or Member Account, including without limitation charges not yet incurred, accrued fees and interest accrued or to accrue, and all such charges shall immediately be due and payable by the Member, and

(c) All Cards shall be immediately returned to the Bank or, alternatively, the Member shall provide the Bank with a certificate, signed by a Program Administrator, certifying and warranting that all Cards which had been issued have been destroyed

## SECTION 9. DISCLAIMERS.

*Section 9.1.* The Bank's Corporate MasterCard program including, without limitation, the management information reports provided to the Member is provided to the Member without representation or warranty as to accuracy of information provided.

The Member also acknowledges that some benefits or enhancements may be supplied by firms independent of the Bank and the Bank is not responsible or liable for anything in connection with those benefits or enhancements.

*Section 9.2.* The Bank is not liable for any claim made or loss or damages suffered by the Member arising directly or indirectly from the Member's use of the Bank's Corporate MasterCard program under this Agreement, except for damages which the Member suffers as a result of the Bank's gross negligence or willful misconduct related to the terms of this Agreement. In no event is the Bank liable for any special, indirect or consequential damages, including but not limited to, lost profits and lost revenues.

*Section 9.3.* The Bank always attempts to ensure that its Corporate MasterCard program will be operational, and to respect any available Card Limit or any available transaction limit per Card or per day or any other available limit requested by the Member. However, the Bank cannot warrant that the Corporate MasterCard program will be uninterrupted or error-free or that such limits will always be respected in each case, due to limitations of the Bank's authorization systems, systems management and ordinary stand-in processes, and of the MasterCard system including merchant set-up features. The Member therefore waives any and all claims that it may have against the Bank arising out of the use and performance of the Bank's Corporate MasterCard program under this Agreement, except for claims for damages referred to in section 9.2.

*Section 9.4.* The Bank is not responsible for any defects in or poor quality of the merchandise or services obtained by means of any Card. Any claim or dispute between the Member and a merchant or supplier, including with respect to the merchant's or supplier's right to compensation, will be the object of a direct settlement among the Member and the merchant or supplier and any such dispute shall not affect the Member's obligation to pay all Charges to the Member Account in full to the Bank in accordance with the terms of this Agreement.

#### SECTION 10. NOTICES.

*Section 10.1.* All requests, notices and other correspondence in connection with the day-to-day operation and administration of the Bank's Corporate MasterCard program under this Agreement shall be sent by the Bank to any Program Administrator at the address specified in Schedule 1 and, except as set out in section 6.4, shall be sent by the Member to the Bank at its address specified in Schedule 1.

*Section 10.2.* Any other notice or other written communication by one party to another under this Agreement shall be in writing and delivered by hand or sent by courier, by prepaid post or by fax or other similar form of instant telecommunication capable of confirming receipt of transmission, to the other party at the addresses set forth below and shall be deemed to have been received by the addressee (i) if delivered by hand or by courier, on the day delivered or, if not a business day, on the next business day, (ii) if sent by ordinary prepaid post, on the 4th business day after it was posted and (iii) if transmitted by fax or other such telecommunication and receipt is confirmed prior to 3:00 p.m. (local time) on a business day, on such business day or, in any other case, at 10:00 a.m. (local time) on the business day next following the date of transmission.

MEMBER:  
Address:  
Attention:  
Telephone:  
Fax:

BANK OF MONTREAL:

Address:

Attention:

Telephone:

Fax:

*Section 10.3.* A party may give notice of a change of address for the purposes of this Section in the manner provided above, and thereafter any notices or communication shall be given to that party at such changed address.

#### SECTION 11. AMENDMENT.

*Section 11.1.* The Bank may amend this Agreement at any time by giving written notice to Member not less than fifteen (15) days prior to the effective date of the amendment. The Bank may immediately modify the Member Credit Limit or any Card Limit upon written notice to Member. Any amendment or modification is effective as at a date stipulated in the notice.

#### SECTION 12. CARDS WITHOUT AN EMPLOYEE'S NAME.

*Section 12.1.* If the Member requests that the Bank issue a Card that will not bear an employee's name, such as a Card assigned to a department of the Customer or a MasterCard Corporate Fleet Card assigned to a vehicle instead of an individual employee, the following additional provisions shall apply: (a) notwithstanding Section 1.3, the Card shall be embossed with the name of the department or vehicle, as appropriate, and any person using the card from time to time shall be the "Cardholder" of the Card; (b) notwithstanding Section 4.3, the Member acknowledges that the Card will not have a Cardholder's signature, and agrees to be liable for all Purchases made with the Card (but in the case of a MasterCard Corporate Fleet Card assigned to a vehicle, only from merchants providing fuel and maintenance services), whether or not the Purchases were made by a duly authorized employee; (c) notwithstanding Sections 1.3 and 2.1, the Bank will not issue a PIN in connection with the Card and the Cardholder cannot obtain Cash Advances; and (d) notwithstanding Section 3.1, the Bank will send Card Account Statements for the Card to the Member.

*Section 12.2.* If the customer requests that the Fleet Card be assigned to a vehicle instead of an individual employee (a "*Vehicle Card*"), then the following additional provisions shall apply: (a) the operator of the vehicle from time to time shall be the "Cardholder" of the Vehicle Card; (b) notwithstanding Section 4.3, the Customer acknowledges that the Vehicle Card will not have a Cardholder's signature, and agrees to be liable for all Purchases made with the Vehicle Card from merchants providing fuel and maintenance services, whether or not the Purchases were made by a Cardholder; (c) notwithstanding Sections 1.3 and 2.1, the Bank will not issue a PIN in connection with the Vehicle Card and the Cardholder of the Vehicle Card cannot obtain Cash Advances; and (d) notwithstanding Section 3.1, the Bank will send Card Account Statements for the Vehicle Card to the Member.

SECTION 13. GENERAL.

*Section 13.1.* The Member shall provide the Bank with such financial information with respect to the Member as the Bank may from time to time reasonably request.

*Section 13.2.* No term or provision of this Agreement is deemed waived and no breach excused, unless the waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, does not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach.

*Section 13.3.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever, whether oral or written, unless they have been expressly incorporated by additional reference in this Agreement.

*Section 13.4.* This Agreement may not be transferred or assigned by the Member, voluntarily or involuntarily, or otherwise, without the prior written consent of the Bank, which may be arbitrarily withheld. The amalgamation, merger or consolidation of the Member shall be deemed to be an assignment of this Agreement. If transferred or assigned without the Bank's prior written consent, this Agreement will be deemed to be terminated, unless the Bank agrees in writing otherwise.

*Section 13.5.* Any terms of this Agreement which by their nature continue after the Agreement terminates, will remain in effect and will apply to each party's successors and permitted assigns.

*Section 13.6.* References to this Agreement include all Schedules attached hereto, which Schedules are incorporated into and form part of this Agreement. The Member acknowledges that the Schedules have been expressly brought to its attention and it knows their content.

*Section 13.7.* The headings in this Agreement are for ease of reference only and are not to be used in interpreting this Agreement.

*Section 13.8.* If any provision of this Agreement is held to be unenforceable, invalid or void, all other provisions will nevertheless continue in full force and effect.

*Section 13.9.* This Agreement shall be binding upon and inure to the benefit of each party and its respective successors and permitted assigns.

*Section 13.10.* This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois and federal law applicable therein. The Member irrevocably submits to the jurisdiction of the courts of the state of Illinois and the U.S. District Court, District of Illinois and agrees that any legal action or proceeding with respect to this Agreement may be commenced in such courts. Member and the Bank each irrevocably waive any right to trial by jury in any proceeding related to this Agreement. Member and Bank shall each bear all its fees

and costs and the expenses of its own attorneys in connection with any proceeding under this Agreement.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF the parties have executed this Agreement on the dates written below.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(MEMBER)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BANK OF MONTREAL

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

All services are provided by Bank of Montreal.

®\* Bank of Montreal is a licensed user of the registered trade-mark owned by MasterCard International Inc.

TM\* Trade-mark of MasterCard International Inc.

Bank of Montreal is a registered user.

® Registered trade-mark of Bank of Montreal.

TM Trade-mark of Bank of Montreal.

## SCHEDULE 1

SCHEDULE 1 to the BMO ePurchasing Solutions Corporate MasterCard Program Account Agreement dated as of \_\_\_\_\_ between Bank of Montreal and \_\_\_\_\_ (the “Agreement”).

A. *Pricing Schedule.* The following fees and service charges are in effect as at the date of the Agreement. All fees are in U.S. dollars.

- (1) Annual Card Fee per Card: \$ 0.
- (2) ATM Cash Advance Fee.

| <u>ATM</u>                              | <u>USD</u> |
|-----------------------------------------|------------|
| Cirrus <sup>®*</sup><br>Network<br>(US) | 3.50       |
| Cirrus<br>Network<br>(Worldwide)        | 4.50       |
| <u>Over the<br/>Counter</u>             |            |
| MasterCard<br>bank (US)                 | 5.00       |
| MasterCard<br>bank<br>(Worldwide)       | 6.00       |

(3) Retrieval of a Sales Draft or issuance of any replacement statement or monthly report will be the Bank’s standard service charge for such items at the time of the request.

- (4) Standard Report Fees: \$ 0.

(5) Custom Report Fees & Flat File Development: \$150/hour, subject to \$1,500 minimum charge per report/flat file. Charge will be waived if individual Member net transaction volume exceeds \$10,000,000 for any consecutive 12 month period.

(6) Foreign Currency Transaction Markup and Refund will be charged at a rate of 2.5%.

B. *Payment Due Date.* The Payment Due Date shall be seven (7) days after the Monthly Billing Date.

C. *Card Currencies and Card Rate(s).*

(1) *U.S. dollar.* The Card Rate for U.S. dollar Cards shall be the Bank's U.S. Prime Rate plus 7%. The U.S. Prime Rate is the rate announced by the Bank from time to time as its prime interest rate for U.S. dollar loans. The Card Rate shall change automatically upon a change in the U.S. Prime Rate, without notice to the Member.

D. *Program Administrator.* The Member hereby designates each of the persons whose name, title, address, numbers and signature appears below as its Program Administrator:

Name:  
Title:  
Address:  
Telephone number:  
Fax number:  
Signature of Program Administrator: \_\_\_\_\_

Name:  
Title:  
Address:  
Telephone number:  
Fax number:  
Signature of Program Administrator: \_\_\_\_\_

Name:  
Title:  
Address:  
Telephone number:  
Fax number:  
Signature of Program Administrator: \_\_\_\_\_

E. *Member Service Procedures.*

*Notices to the Bank and Authorization Procedures.* The Bank must be notified in writing when the Member wishes to amend the participation conditions of the Bank's Corporate MasterCard program under the Agreement. Documentation authorized by a Program Administrator must accompany requested changes to:

- add employees to the program;

- delete employees from the program;
- modify employees names, addresses, phone numbers, cost centers, departments, etc.;
- adjust individual employee Card Limits.

Requested changes, correspondence or enquiries concerning the day-to-day operation and administration of the Bank's Corporate MasterCard program under the Agreement are to be forwarded to:

BMO ePurchasing Solutions  
 3300 Bloor Street West  
 7th Floor, Center Tower  
 Toronto, Ontario  
 Canada M8X 2X3  
 Attn: Manager Corporate Clients  
 Telephone: U.S. & Canada Toll Free (800) 844-6445  
                   Outside U.S. & Canada (416) 232-0789  
 Fax: U.S. & Canada Toll Free (888) 677-5042  
                   Outside U.S. & Canada (416) 232-8469

*Lost or Stolen Card Procedure.* The Member and the Cardholder will notify the Bank as soon as it is aware that a Card is lost, stolen or missing and, if required, request a new Card, by phoning Member Services at:

U.S. & Canada Toll Free (800) 361-3361  
 Outside U.S. & Canada (416) 232-8020

Upon such notification, the Bank will cancel the missing Card.

*Disputed Charge Procedure.* Except for Purchases involving disputes between the Member or a Cardholder and a merchant or supplier, all Charges which the Member or a Cardholder disputes with the Bank will be reported immediately to the Bank by the Member or a Cardholder. The Member will pay all such disputed Charges. In the next Billing Period, such disputed Charges will then be removed from the Member Account. Upon investigation, any Charges requiring charge back to the Member Account will be subject to interest commencing on the date interest would have commenced had the Charge not been removed from the Member Account, subject in the case of a Purchase to the Bank providing a copy of the transaction slip, if requested by the Member or a Cardholder, within a reasonable time.

The Member or the Cardholder will notify the Bank of all Charges in dispute with the Bank in respect of the Member Account by phoning Member Service at:

U.S. & Canada Toll Free (800) 263-2263  
 Outside U.S. & Canada (416) 232-8440

F. *Online Management Reporting*. The Member may choose to enroll in BMO *details* Online<sup>®</sup> which provides a suite of standard reports accessible via Internet and available to the Member on demand.

ACKNOWLEDGED:

(MEMBER)

BANK OF MONTREAL

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# TOWN OF PALM BEACH

Town Council Meeting on: January 9, 2018

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## Section of Agenda

Board/Commission Annual Report

## Agenda Title

Recreation Advisory Commission Annual Presentation

## Presenter

Matthew Smith, Chair

## ATTACHMENTS:

- **Memorandum Dated December 20, 2017 from Matthew Smith, Recreation Advisory Commission Chairperson**

# TOWN OF PALM BEACH

Information for Town Council Meeting on: January 9, 2018

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To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Matthew Smith, Recreation Advisory Commission Chairperson

Re: Recreation Advisory Commission Annual Presentation

Date: December 20, 2017

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## Executive Summary

The content of this annual report includes a period of growth and progress, challenges and opportunities for the Recreation Advisory Commission and the Recreation Department. The highlights of the report include:

Commission Membership/Meetings  
Par 3 Golf Course Level of Service  
Tennis Operations  
Town Docks  
Recreation Center  
Recreation Center Update  
FY2018 Budget Development

## Commission Membership/Meetings

The RAC is comprised of seven regular members and three alternate members, appointed by Town Council for three-year terms. A chairperson and vice-chairperson are selected by the members on an annual basis. The Commission held four regular meetings and one special meeting this past year. The September meeting was cancelled due to Hurricane Irma. The current Commission membership is as follows:

| Commissioner        | Position         | Term Expires |
|---------------------|------------------|--------------|
| Matthew Smith       | Chairperson      | 4/19         |
| Nicholas Coniglio   | Vice-Chairperson | 4/20         |
| Amy Bahl            | Regular Member   | 4/20         |
| Dr. G. Ellen Howe   | Regular Member   | 4/18         |
| Carla Termini Cove  | Regular Member   | 4/20         |
| Alexandra Woodfield | Regular Member   | 4/18         |
| Leslie Wytrzes      | Regular Member   | 4/19         |

|                    |                  |      |
|--------------------|------------------|------|
| John C. Hartz, Jr. | Alternate Member | 4/18 |
| Grier Pressly      | Alternate Member | 4/19 |
| VACANT             | Alternate Member |      |

This year Ms. Pam McIver, Roberta Mambrino and Khoshe Aiken concluded their years of service on the Recreation Advisory Commission. Their service to the Town and the Commission exemplified the highest quality of dedication.

New appointments to the Commission include: Amy Bahl and Carla Termini Cove as regular members, and Grier Pressly as an alternate member. Linda Wartow stepped down from her position as an alternate member of the Commission.

### Par 3 Golf Course Level of Service

The Par 3 Golf Course had another great year with a total of 36,757 rounds of golf played during fiscal year 2017. Tournaments continue to flock to this ocean side treasure as the Par 3 played host to over 80 tournaments and outings, traveling from as far as Vero Beach. The popularity of the golf lesson and clinic program has remained constant, with patrons providing positive feedback concerning the quality of the lessons and the instructors. The development of a modified model for the implementation of golf instruction services, by staff along with Recreation Advisory Commission appointed member, John Hartz, Jr was successfully implemented. This alternative method resulted in an increase in revenue by approximately 16.4% over the previous fiscal year.

The restaurant, al Fresco, at the Par 3, continues to be a favorite dining destination for residents and guests, alike. Town staff has been working very closely with al Fresco staff to address all operational issues which have been identified. The popularity of the golf course and the restaurant is a testament to the outstanding service which has become the hallmark of this remarkable facility.

Outstanding course conditions remain a priority at the Par 3 and the members of the Commission have provided input on budgetary recommendations, assisting in the establishment of a well - planned, thoughtful maintenance schedule. The hard work and efforts paid off, as the Palm Beach Par 3 has received numerous accolades including Top 50 Most Fun Public Golf Courses by Golf Digest, Top 50 Courses in Florida and Top 10 Short Game Courses in the US by Golf Advisor.

### Tennis Operations

The first full year of the agreement with DM Tennis Enterprises has concluded and resulted in a growth of revenue of over 33.9%. The contractor selection process and the resulting agreement was a result of the combined efforts of the Recreation staff and the Recreation Advisory Commission appointed representative

Phipps Tennis Center sustained considerable damage from Hurricane Irma. The storm caused large amounts of sand to be deposited on the courts, which resulted in the need for the courts to be resurfaced. Staff worked with SynergyNDS, a partner with the Florida Municipal Insurance Trust, to get this work completed in an expedited and cost efficient manner. The project was completed ahead of schedule and operation of this facility commenced 3 weeks ahead of schedule.

### Town Docks

The Town Docks have continued to exceed cost recovery goals for fiscal year 2017. Annual and seasonal lease occupancy, at the 83 slips, reached 99%. Only one 110' slip did not have a lease, however, this slip did fill on a transient basis. Cost recovery of over 402% was attained.

Staff continues to address maintenance needs of the facility, working diligently to ensure work is completed in an expedient fashion. Over the past year, pilings have been replaced, electrical challenges have been addressed and the waste oil containment area has been upgraded. Plans are currently underway to upgrade the wifi system.

The Recreation Advisory Commission appointed Matt Smith as the representative to serve on the committee to review and make recommendations to Town Council for the selection of a consultant for the Master Plan for the Town Docks and Accessory Structures. This collaborative effort resulted in the successful negotiation of a contract with the firm of W.F. Baird and Associates. The members of the Recreation Advisory Commission have been actively involved in the collection of feedback from the public and effected stakeholders. They have been expressed support of the process and are eager to see the results of the plan.

#### Recreation Center

The Recreation Center offered more programs and enhanced several other programs this past fiscal year. Summer camp continues to be one of the most popular programs, with growth in registration exceeding 12% over the previous fiscal year.

Feedback from the Recreation Advisory Commission resulted in the reorganization of the winter soccer program. The revised structure created a more competitive style of play. Registration for this program grew by over 52%

Staff continue to solicit feedback from residents and the RAC on program opportunities. This collaborative effort has resulted in an overall increase in registration for programs, across the board.

#### Recreation Center Update

In 2014, the RAC began discussions regarding the need for a long-term Master Plan to address the adequacy of existing recreation facilities, obtain community input as to recreational needs and to develop a list of prioritized recommendations for new and improved facilities at the Recreation Center and Seaview Park.

Feedback received from residents, ARCOM and the Recreation Advisory Commission have been important in the continuing development of the project plans. The wide range of input from the community varied from full support of the project, to concerns regarding loss of open space, operational subsidy, non-resident usage and unease regarding the scope and size of the building.

The revised one story design for the recreation center was presented at the January 10, 2017, Town Council meeting. The new design included approximately 15,000 square feet under air, an expanded and improved playground, improvements to the multi-purpose field, a new tennis pavilion and enhanced landscaping. Town Council conceptually approved the updated plans on the condition that the design be referred back to the Recreation Advisory Commission for review. Council also referred the plan to the February 22, 2017, ARCOM meeting for a complete review of the architectural plans. Town Council requested the parking configuration remain as it currently exists.

The modified one story design of the Recreation Center was presented to the Recreation Advisory Commission at a special meeting held on February 8, 2017. The Commission voted to endorse the revised conceptual plan.

Town Council directed the Recreation Advisory Commission to review the Business Plan for the new Recreation Center, which had been developed by Ken Ballard of Ballard\*King & Associates, Inc. Council provided further direction requesting focus on the probable and conservative financial scenarios. At the March 1, 2017 regular RAC meeting, Ken Ballard gave the presentation via Skype. The Commission voted to support the conservative scenario.

In May of 2017 a lawsuit was filed, requesting a judge review whether the Town demonstrated the required hardship when granting the variances for the project. This pending litigation has stalled the project. The Recreation Advisory Commission receives updates at each meeting regarding the status of this project and continues to provide feedback, as requested.

### FY2018 Budget Development

The RAC reviewed the proposed Recreation Department fee schedule and revenue projections for the Town Docks, Par 3 Golf Course, Recreation Center, and Tennis Centers; as well as the expenditure budgets for the department at the March 1, May 1 and September 6 meetings. The RAC supported staff recommended fee increases at the Town Docks, Tennis and the Par 3 Golf Course. Following a review of the fees, staff recommended the creation of a non-resident riding cart fee increase, an adjustment of the rental fee of pull carts to be consistent regardless of the season or 18/9 hole play and an increase to non-resident annual passes. Additional adjustments included the elimination of the Resident/Guest/Hotel Partner fee classification and the refinement of season dates and playing times. Tennis fee modifications included a change in the 12 Play Pass to buy 12 daily plays, receive 1 free. In addition, RAC supported the recommendation to increase the tennis maintenance and improvement fees and tennis court rental fees. The Dock fees received a great deal of scrutiny this fiscal year and the RAC supported the Town Council directive to ensure the rates were raised to be comparable to the surrounding market. The creation of a separate reserve to fund the costs of non-routine maintenance and improvement projects and the implementation of an electric utility fee were fully supported by the Recreation Advisory Commission.

The Recreation Enterprise Fund was able to contribute \$685,000 into the General Fund for fiscal year 2017.

### Conclusion

The members of the RAC had a productive year and are looking forward to a very exciting 2018. With new programs and improved facilities, exciting opportunities continue to present themselves which will assist in increasing participation levels and bring in additional revenue to the Department. The Commission is optimistic about the future and is committed to working with the staff to meet any challenge which may present itself. We are involved in a healthy dialogue concerning the role of recreation in the Town of Palm Beach. We look forward to continuing that conversation and moving forward into 2018.

cc: Beth Zickar, Director of Recreation  
Recreation Advisory Commission  
Rod Gardiner, Assistant Director of Recreation  
Tony Chateauvert, Golf Manager  
Mike Horn, Dockmaster

# TOWN OF PALM BEACH

Town Council Meeting on: January 9, 2018

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## Section of Agenda Committee Reports

### Agenda Title

Report of the Ordinances, Rules and Standards Committee Meeting of December 7, 2017.

### Presenter

Bobbie Lindsay, Chair

### ATTACHMENTS:

- ▣ **Report of the December 7, 2017 ORS Committee Meeting**

**REPORT OF THE ORDINANCES, RULES AND STANDARDS  
COMMITTEE MEETING HELD ON THURSDAY, DECEMBER 7, 2017**

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

The Ordinances, Rules and Standards Committee Meeting was called to order on Thursday, December 7, 2017 at 2:30 p.m. in the Town Council Chambers. On roll call all Committee Members were found to be present.

**II. APPROVAL OF AGENDA**

**Motion was made by Council Member Araskog and seconded by Committee Chair Lindsay to approve the Agenda. On roll call the Motion passed unanimously.**

**III. COMMUNICATIONS FROM CITIZENS - None**

**IV. REGULAR AGENDA**

**A. Old Business**

1. Amendment of Town Code, Relative to Construction and Landscape Maintenance  
*Jay Boodheshwar, Deputy Town Manager*

Deputy Town Manager, Boodheshwar provided an overview of the draft ordinance with the proposed modifications to the Town Code pertaining to Section 42-199 – Hours for construction work that was discussed at the November 14, 2017 Town Council meeting:

- Moving up the deadline for summer construction hours to the Monday before Thanksgiving
- Prohibition of noisy work on Saturdays
- Consistency with the hours permitted for construction and landscape maintenance work

Chair Lindsay provided her feedback on the proposed modifications and requested consideration of the following:

- Keep the language “Friday after Thanksgiving”
- Sec. 42-199(b) – “debris cleanup” language needs to be more specific with regard to ensure that quiet work is clarified.
- Leafblowers (electric) – Language is not included in the section pertaining to noise.

1  
2 (Clerk's Note: Chair Lindsay recognized Town Attorney Randolph and invited him to the dais.)  
3

4 **Council Member Araskog requested that consideration be given to modifying**  
5 **the deadline for demolition projects to end the Monday before Thanksgiving.**  
6

7 **It was the consensus of the Committee to request direction from Town**  
8 **Council to study Chapter 18 of the Town Code relative to demolition dates.**  
9

10 Discussion ensued regarding the language in 42-198 (b) (1).  
11

12 John Page, Director of Planning, Zoning and Building, explained the restrictions  
13 regarding demolition during the season and the process for allowing discretion in  
14 emergencies. Committee Araskog commented that she liked the specific language  
15 in the Town of Jupiter's Code regarding quiet work.  
16

17 Scott Lewis of Scott Lewis Landscape & Gardening, 375 Possum Pass, West Palm  
18 Beach, requested clarification on when the landscaping issue would be voted on by  
19 the Town Council and requested a Time Certain item. He also spoke regarding the  
20 Town's Public Works Dept. adhering to the noise regulations.  
21

22 In response to Mr. Lewis's question, Deputy Town Manager Boodheshwar  
23 responded that the vote would be at the January 9, 2018, Town Council meeting  
24 and verified that the Town's regulations regarding the operation of machinery also  
25 apply to the Public Works Department.  
26

27 B. New Business  
28

29 1. Amendment of Town Code, Relative to Special Events on Public Property  
30 (Kathleen Dominguez, Town Clerk)  
31

32 Deputy Town Manager Boodheshwar gave provided an overview of the need  
33 for potential changes to Chapter 106 of the Code relative to Special Events on  
34 Public Property. He suggested the following:  
35

- 36 • Impose a damage deposit and usage fees
- 37 • Limit the use of certain areas
- 38 • Increase the administrative processing fee
- 39 • residents vs. non-residents for rental of certain properties  
40

41  
42 Discussion ensued regarding the need for a security deposit and usage fee;  
43 and whether or not the Town can place a resident vs. non-resident restriction  
44 of use on certain public property.  
45

1 Town Attorney Randolph opined on the legality of restricting residents vs.  
2 non-residents use of public property.  
3

4 **Staff was directed to work with the Town Attorney on a draft Ordinance and bring**  
5 **it back to the ORS Committee for further discussion at the next meeting.**  
6

7 **V. ANY OTHER MATTERS**  
8

9 Deputy Town Manager Boodheshwar reminded everyone that there will be no meeting  
10 held in January 2018 and announced that the next meeting will be held on Thursday,  
11 February 8, 2018 at 9:30 a.m.  
12

13 **VI. ADJOURNMENT**  
14

15 There being no further business, the Ordinances, Rules and Standards Committee Meeting  
16 of Thursday, December 7, 2017, was adjourned at 3:30 p.m.  
17

18 APPROVED:  
19  
20

21 \_\_\_\_\_  
22 Bobbie Lindsay  
23 Chair  
24  
25

26 ATTEST:  
27  
28

29 \_\_\_\_\_  
30 Kathleen Dominguez  
31 Town Clerk  
32  
33

\_\_\_\_\_  
Date

# TOWN OF PALM BEACH

Town Council Meeting on: January 9, 2018

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## Section of Agenda

Regular Agenda - Old Business

## Agenda Title

Town-wide Undergrounding Project:

*Steven N. Stern, Underground Utilities Project Manager*

- a. Review of Project & Dashboard, Summary of Project Status.
- b. Commercial Paper Update.
- c . RESOLUTION NO. 02-2018 - A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order to Kimley-Horn and Associates, Inc., in the Amount of \$944,336 for Phase 3 Engineering Design Services of the Town-Wide Undergrounding of Utilities Program.

## Presenter

## ATTACHMENTS:

- ▣ **Memorandum Dated December 29, 2017, from Steven Stern, Project Manager**
- ▣ **Memorandum Dated December 29, 2017, from H. Paul Brazil, P.E., Director of Public Works**
- ▣ **Resolution No. 02-2018**
- ▣ **Kimley-Horn Proposal**

# TOWN OF PALM BEACH

Information for Town Council Meeting on: January 9, 2018

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TO: Mayor and Town Council  
FROM: Steven Stern, Project Manager  
RE: Key Project Updates  
DATE: December 29, 2017

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## 1. FPL Network Topology

Follow up questions sent to FPL regarding hardening of feeders serving the Town.

- o Which power plants provide power to the 10 substations that supply the island?
- o If more than one plant, is there one plant that supplies most of the power to the Town?
- o We learned that 7 feeder lines are presently hardened, 2 are planned to be hardened. We have asked if FPL will develop a plan to harden the remaining 2 lines and when?
- o Which section of Palm Beach do the remaining 2 unhardened lines serve?
- o We have inquired if any of the 7 hardened feeder lines or 2 planned to be hardened are “express” to Palm Beach.

## 2. Cost Savings

Reduce Easement Expense:

- o RFP for Easement Acquisition Services issued by Purchasing on 11/12/17. Four bidders attended pre-bid conference held 11/21/17. Proposals received 12/12/17. Selection committee meets 01/10/18.
- o Easement process supported by staff for final locations in Phase 1 & PZB.
- o 5 water main deflections avoided in Phase 1 South, cost savings TBD.

## 3. Communications

Outreach:

- o 1/5: Cup of Joe with Bo – P1 South
- o 1/8: Coffee with the Crew – P1 North

Holiday Stand Down / Clean Up

- o Thanksgiving Stand Down, Phase 1 North, Wed Nov 22 – Nov 26.
- o Christmas Stand Down, Phase 1 North, Friday Dec 22 – Jan 1.

## 4. AT&T Overhead to Underground Conversion

- o Town’s draft proposal in progress, Schef Wright engaged.

## 5. Commercial Paper Issued to Finance Underground Utility Project

- o On Dec 20<sup>th</sup>, the Town issued \$9 million in Commercial Paper to finance the initial phases of the Underground Utility Project.

## 6. Looking Forward

Easement Administration & Acquisition

- o Complete due diligence for reduction of easement processing expense (Feb 2018)
- o Phase 3,4,5 Easement Acquisition Services (Feb 2018)
- o Preliminary Contact of Phase 2 Property Owners



## **Underground Utility Task Force Monthly Progress Report December 2017**

### **Table of Contents**

#### **Dashboard – Phase 1 Construction and Phase 2 Design**

1. Kimley-Horn Progress Report Phase 1
2. Kimley Horn Progress Report Phase 2
3. Master Plan Gantt Chart
4. Phase 1 Design Gantt Chart
5. Phase 2 Design Gantt Chart Draft
6. Phase 1 North Construction Schedule
7. Burkhardt Executive Project Summaries
8. Phase 1 South Construction Schedule
9. Whiting Turner Executive Summary
10. Project Financial Report
11. Interest Rate Forecast as of November 27, 2017

The following reports will be provided when applicable in future reporting:

- Safety and Reliability Reports
- Completion Milestones

#### Dashboard Notes:

- Overall Budget represents the percentage encumbered to date versus the total project budget of \$98.6 million.

Prepared by the Finance Department & TMO  
December 27, 2017



# Town Of Palm Beach Utility Undergrounding Program

Report: December 2017

## Updates

Phase 1 Easement Acquisition is complete!

### Status Legend

Green (1) - On Task  
Yellow (2) - Caution  
Red (3) - Not On Task

## Design

|                 |          |   |       |      |
|-----------------|----------|---|-------|------|
| Phase I Design  | Budget   | 1 | 99.2% | 100% |
|                 | Schedule | 1 | 99.0% | 100% |
| Phase II Design | Budget   | 1 | 24.6% | 100% |
|                 | Schedule | 1 | 47.0% | 100% |

## Construction

|                            |          |   |       |      |
|----------------------------|----------|---|-------|------|
| Phase I North Construction | Budget   | 1 | 19.6% | 100% |
|                            | Schedule | 1 | 22.0% | 100% |
| Phase I South Construction | Budget   | 1 | 48.0% | 100% |
|                            | Schedule | 1 | 27.0% | 100% |

## Easement Acquisition

|                    |   |        |
|--------------------|---|--------|
| Phase I Easements  | 1 | 100.0% |
| Phase II Easements | 1 | 0.0%   |

## Communications

|                |        |   |       |      |
|----------------|--------|---|-------|------|
| Communications | Budget | 1 | 34.7% | 100% |
|----------------|--------|---|-------|------|



Saves And Raves

Easement processing has been in-sourced. Four voluntary easements processed reducing costs.

|                |                |
|----------------|----------------|
| 1              | 1              |
| 100%           | 100%           |
| 5.9%           | 18.4%          |
| Overall Budget | Overall Design |



**Town-Wide Undergrounding Master Planning and Phase 1 Design Project**  
**KHA Project #044063188**  
**Progress Report**  
**Period: November 25, 2017 to December 24, 2017**

**I. Scope Update**

**A. General**

- **Schedule:** Project schedule progress is shown below.
  - Master Planning is 99% complete
  - North End Design is 99% complete
  - South End Design is 99% complete
- **Budget:** Project is on budget as of December 15, 2017
  - Master Planning is at 99% of total task budget
  - North End Design is at 99% of total task budget
  - South End Design at 99% of total task budget
- **Easement Status**
  - Phase 1: 100% of easements approved

**B. Master Planning Phase**

- Continued coordination with AT&T regarding overall program cost reduction.

**C. Detailed Design Phase**

- FDOT Landscape Permit Application MMOA coordination with FDOT.
- ERP Permit Coordination with FDEP.
- Project coordination with the US Secret Service

**II. Upcoming Activities (December 25, 2017 – January 24, 2018)**

**A. Master Planning Phase**

- None until presentation of master plan at Town Council

**B. Detailed Design Phase**

- Continued coordination with the FDOT related to the Landscape Permit MMOA.
- Continued coordination with the FDEP for the submerged land lease documents to complete the ERP process.
- Progress meetings to occur to coordinate various elements of the project.



**Town-Wide Undergrounding - Phase 2 Design**  
**KHA Project #044063202**  
**December 2017 Progress Report**  
**Period: November 26, 2017 to December 25, 2017**

**I. Scope Update**

**A. General**

- Schedule: Project schedule progress is shown below.
  - Phase 2 North Design is 47% complete
  - Phase 2 South Design is 47% complete
- Budget: Project is on budget as of November 15, 2017
  - Phase 2 North Design is at 26% of total task budget
  - Phase 2 South Design at 24% of total task budget
- Easement Status
  - Phase 2: N/A, will provide status when this work begins

**B. Detailed Design Phase**

- Subconsultant/utility owner coordination related to Phase 2 Design.
- Coordination with subsurface utilities locating subconsultant for soft-dig field survey work. Test Holes completed.
- Continued coordination with existing utility owners to collect record drawings and data in the Phase 2 design areas.
- Receipt of preliminary FPL equipment locations for Phase 2 North.
- Development of preliminary project technical specifications.
- Submittal of Phase 2 South Utility Base File hard copies to Town for filing.
- Progress Meeting Attendance.

**II. Upcoming Activities (December 26, 2017 – January 25, 2018)**

**A. Detailed Design Phase**

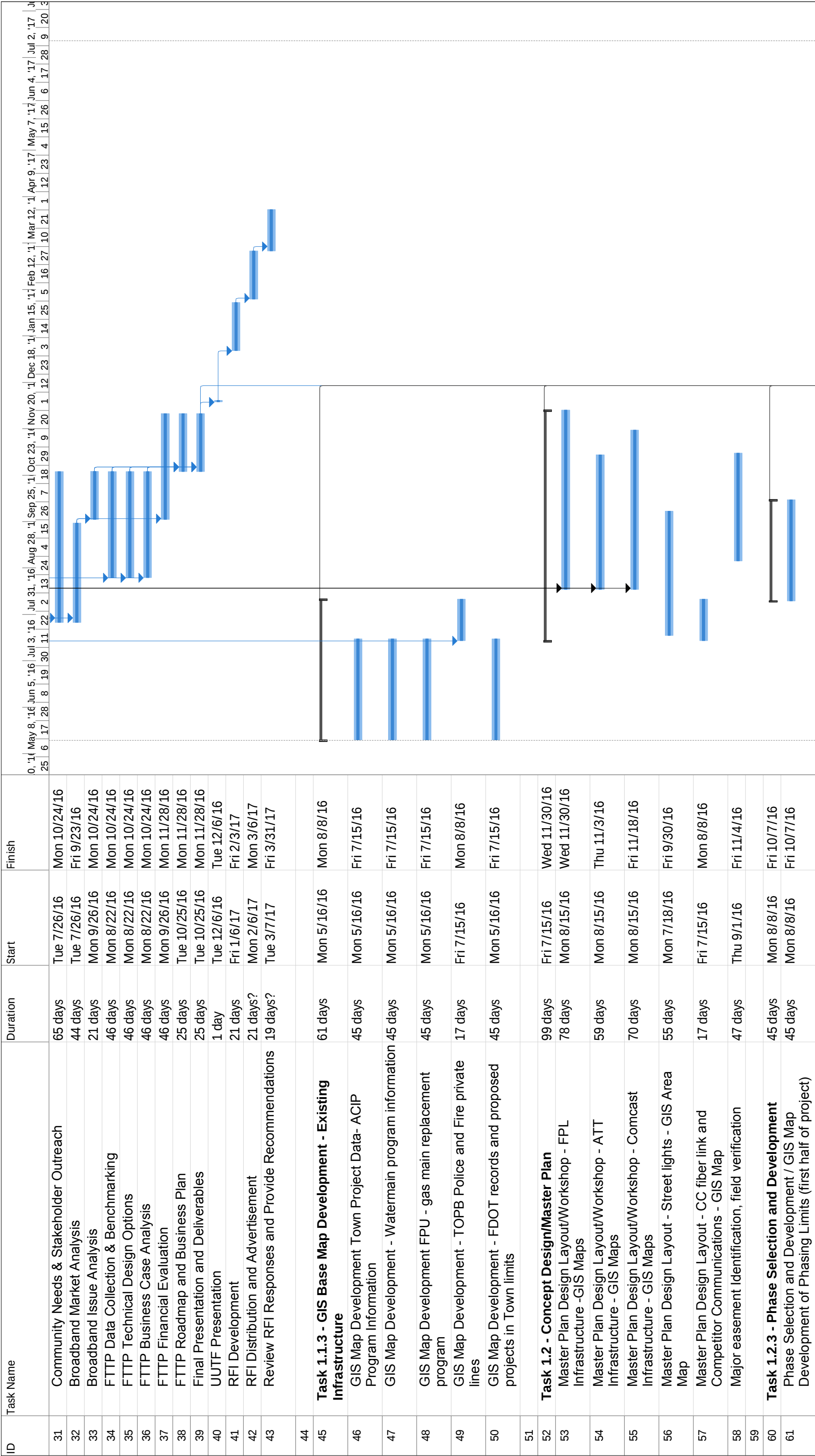
- Subconsultant/utility owner coordination related to Phase 2 Design.
- Soft dig utility investigation field survey work completion.
- Follow up with FPL regarding schedule for receipt of Phase 2 South equipment locations.
- Phase 2 North preliminary FPL equipment review and progress towards initiating the easement acquisition process.
- Progress Meeting Attendance

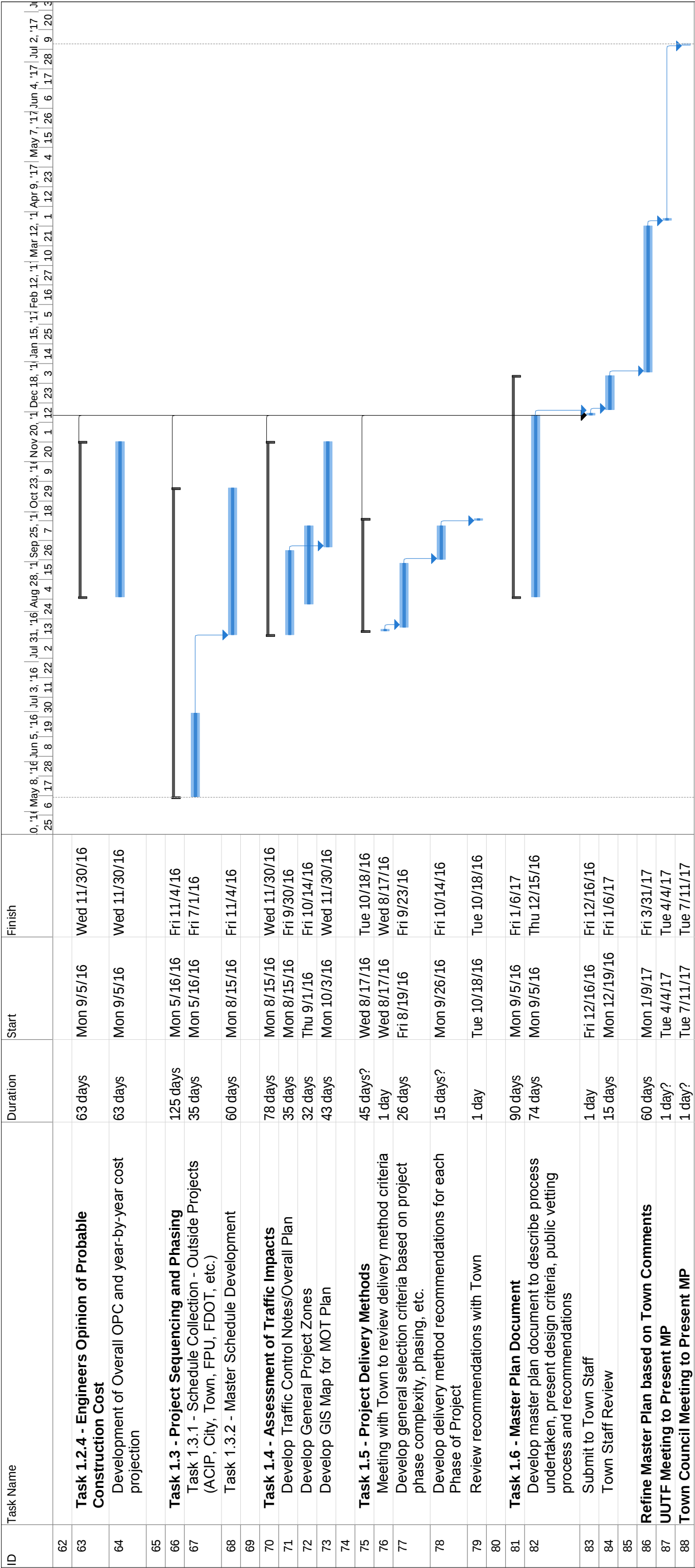
**III. Saves and Raves**

**A. Saves:** Easement processing has been in-sourced. Three voluntary easements have been processed thus far which has reduced outside costs considerably.

**B. Raves:** Phase 1 Easement Acquisition complete!

| ID | Task Name       | Duration  | Start       | Finish      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         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| 1  | Master Planning | 230 days? | Mon 5/16/16 | Fri 3/31/17 | 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100

Project: TOPB UG Master Plann

Date: Wed 12/20/17

Task

Milestone

Summary

Manual Task

Manual Summary

Finish-only

Deadline

Progress

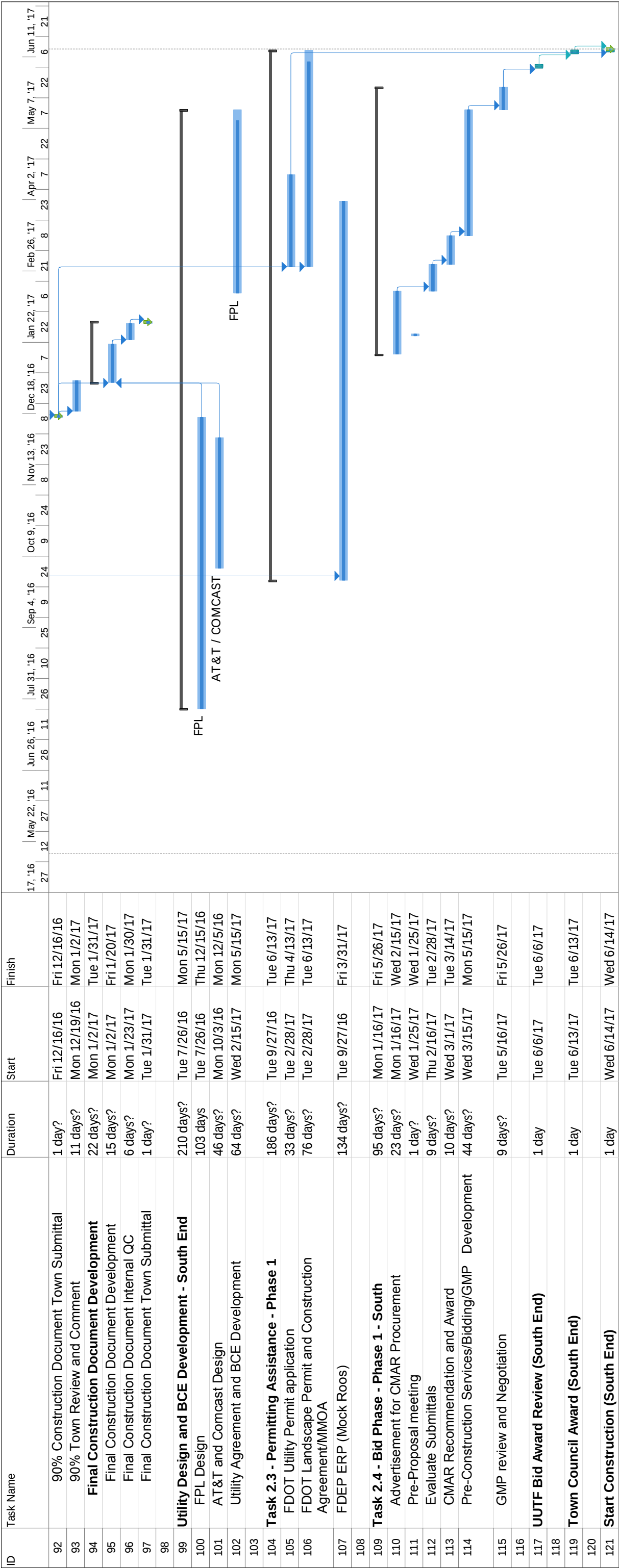
Manual Progress

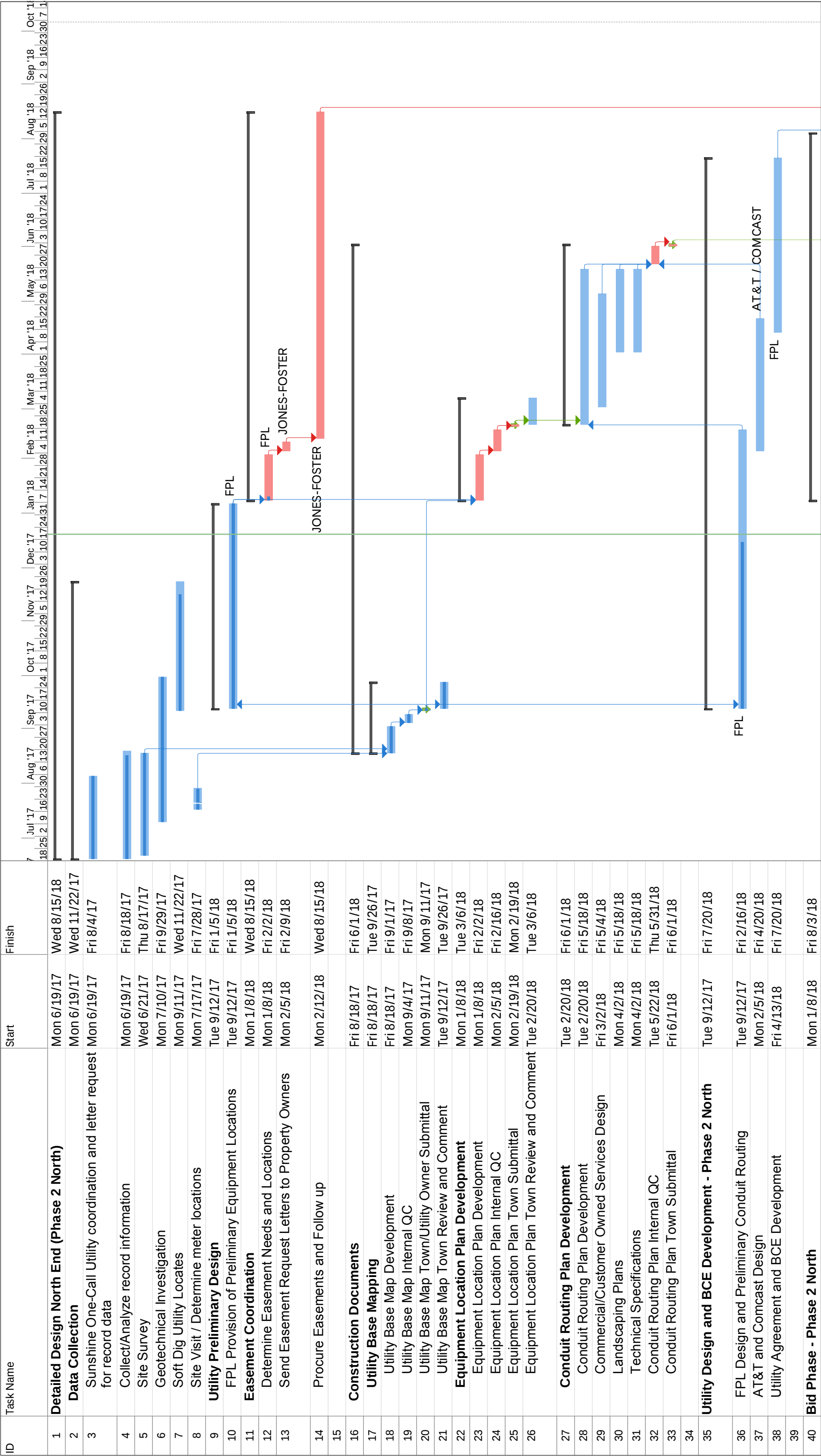
Page 3

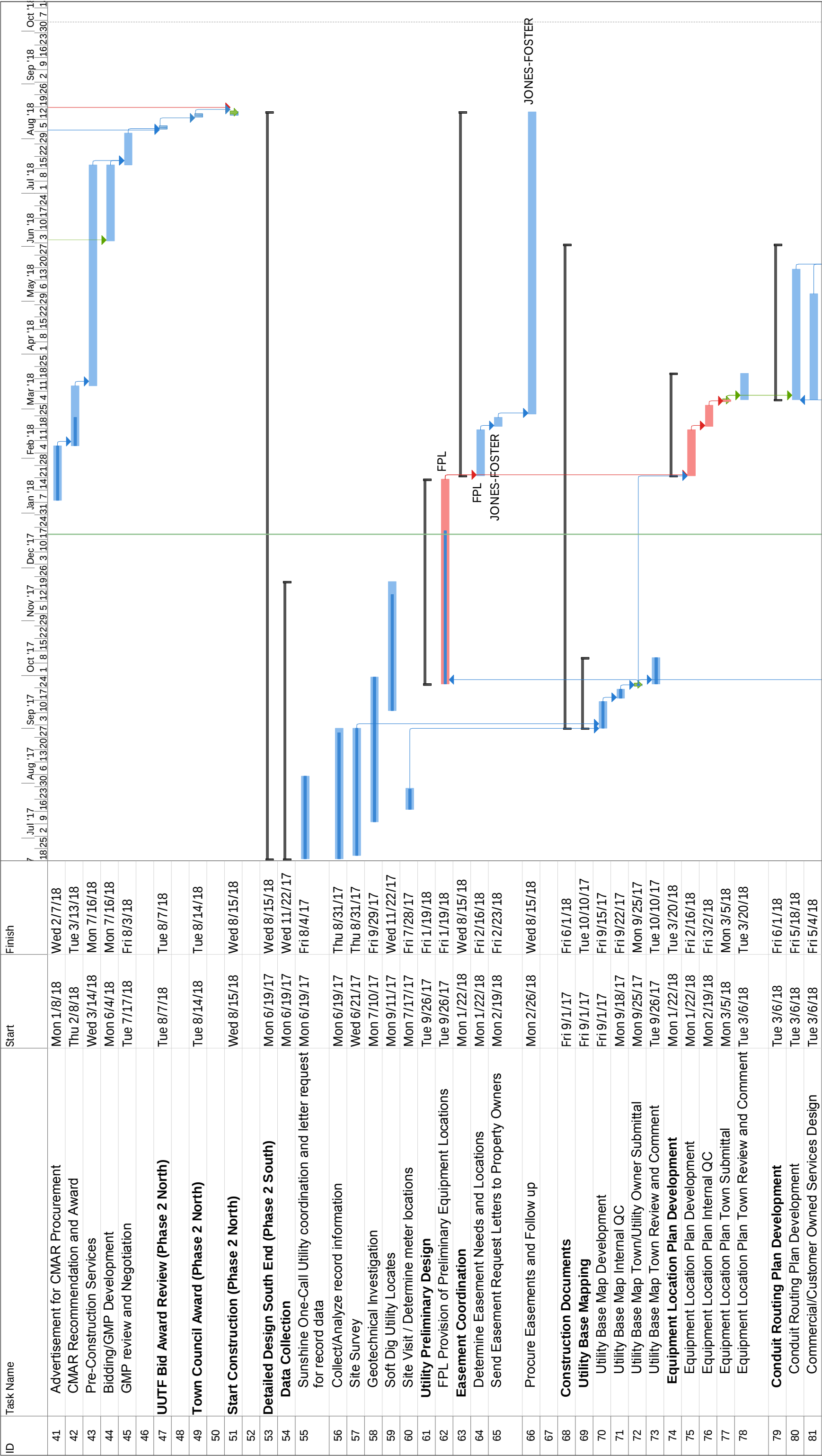
21

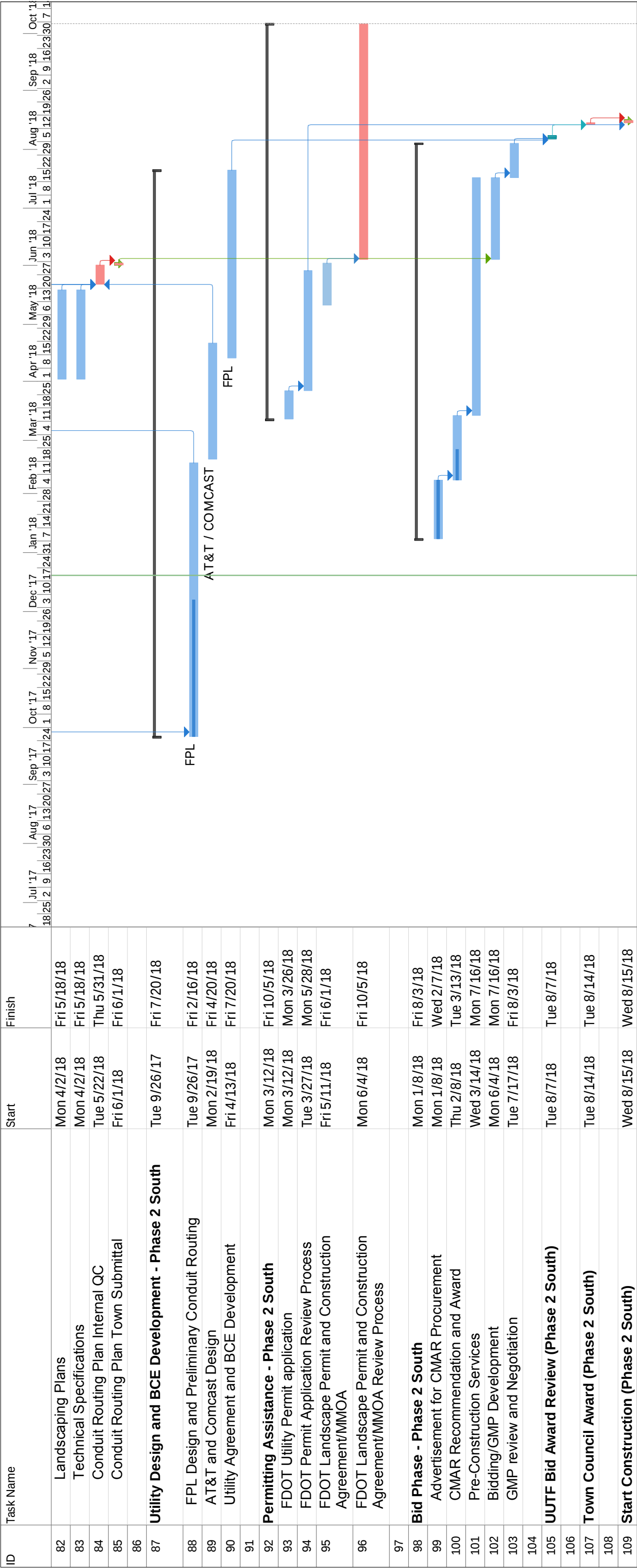
| ID | Task Name                                                                 | Duration  | Start        | Finish       |
|----|---------------------------------------------------------------------------|-----------|--------------|--------------|
| 1  | Task 2.1 - Detailed Design North End (Phase 1)                            | 250 days? | Mon 5/16/16  | Fri 4/28/17  |
| 2  | Internal Project Kick off Meeting                                         | 1 day     | Thu 6/16/16  | Thu 6/16/16  |
| 3  | External Project Kick off Meeting                                         | 1 day     | Mon 6/20/16  | Mon 6/20/16  |
| 4  | Data Collection                                                           | 138 days? | Mon 5/16/16  | Wed 11/23/16 |
| 5  | Sunshine One-Call Utility coordination and letter request for record data | 12 days   | Mon 5/16/16  | Tue 5/31/16  |
| 6  | Collect/Analyze record information                                        | 46 days   | Mon 5/16/16  | Mon 7/18/16  |
| 7  | Site Survey                                                               | 44 days   | Wed 5/18/16  | Mon 7/18/16  |
| 8  | Geotechnical Investigation                                                | 34 days   | Wed 6/1/16   | Mon 7/18/16  |
| 9  | GPR Utility Corridor Mapping                                              | 5 days?   | Mon 8/1/16   | Fri 8/5/16   |
| 10 | Soft Dig Utility Locates                                                  | 37 days?  | Tue 10/4/16  | Wed 11/23/16 |
| 11 | Site Visit to Determine meter locations                                   | 9 days    | Mon 6/27/16  | Fri 7/8/16   |
| 12 | Utility Coordination                                                      | 100 days? | Mon 7/25/16  | Fri 12/9/16  |
| 13 | Provide Survey Files to Utility Owners                                    | 1 day?    | Mon 7/25/16  | Mon 7/25/16  |
| 14 | FPL Provision of Equipment Locations                                      | 25 days?  | Mon 10/3/16  | Fri 11/4/16  |
| 15 | Field Reviews with FPL                                                    | 10 days?  | Mon 10/31/16 | Fri 11/11/16 |
| 16 | Field Reviews with ATT / Comcast                                          | 25 days?  | Mon 11/7/16  | Fri 12/9/16  |
| 17 | Easement Coordination                                                     | 190 days? | Mon 8/8/16   | Fri 4/28/17  |
| 18 | Determine Easement Needs and Locations                                    | 70 days?  | Mon 8/8/16   | Fri 11/11/16 |
| 19 | Send Letters to Property Owners                                           | 30 days?  | Mon 10/17/16 | Fri 11/25/16 |
| 20 | Procure Easements and Follow up                                           | 135 days? | Mon 10/24/16 | Fri 4/28/17  |
| 21 |                                                                           |           |              |              |
| 22 | Construction Documents                                                    | 141 days? | Tue 7/19/16  | Tue 1/31/17  |
| 23 | 60% Construction Document Development                                     | 55 days?  | Tue 7/19/16  | Mon 10/3/16  |
| 24 | 60% Construction Document Development                                     | 44 days   | Tue 7/19/16  | Fri 9/16/16  |
| 25 | 60% Construction Document Internal QC                                     | 5 days?   | Mon 9/19/16  | Fri 9/23/16  |
| 26 | 60% Construction Document Town Submittal                                  | 1 day?    | Mon 9/26/16  | Mon 9/26/16  |
| 27 | 60% Town Review and Comment                                               | 5 days?   | Tue 9/27/16  | Mon 10/3/16  |
| 28 | 90% Construction Document Development                                     | 65 days?  | Tue 10/4/16  | Mon 1/2/17   |
| 29 | 90% Construction Document Development                                     | 46 days   | Tue 10/4/16  | Tue 12/6/16  |
| 30 | Conductor Sizing                                                          | 22 days?  | Tue 11/1/16  | Wed 11/30/16 |
| 31 | Landscaping Plans                                                         | 26 days?  | Tue 11/1/16  | Tue 12/6/16  |
| 32 | Technical Specifications                                                  | 46 days?  | Tue 10/4/16  | Tue 12/6/16  |
| 33 | 90% Construction Document Internal QC                                     | 6 days?   | Wed 12/7/16  | Wed 12/14/16 |
| 34 | 90% Construction Document Town Submittal                                  | 1 day?    | Fri 12/16/16 | Fri 12/16/16 |
| 35 | 90% Town Review and Comment                                               | 11 days?  | Mon 12/19/16 | Mon 1/2/17   |
| 36 | Final Construction Document Development                                   | 18 days?  | Fri 1/6/17   | Tue 1/31/17  |
| 37 | Final Construction Document Development                                   | 11 days?  | Fri 1/6/17   | Fri 1/20/17  |
| 38 | Final Construction Document Internal QC                                   | 6 days?   | Mon 1/23/17  | Mon 1/30/17  |
| 39 | Final Construction Document Town Submittal                                | 1 day?    | Tue 1/31/17  | Tue 1/31/17  |
| 40 |                                                                           |           |              |              |
| 41 | Utility Design and BCE Development - North End                            | 210 days? | Tue 7/26/16  | Mon 5/15/17  |
| 42 | FPL Design                                                                | 103 days  | Tue 7/26/16  | Thu 12/15/16 |
| 43 | AT&T and Comcast Design                                                   | 44 days?  | Mon 11/7/16  | Thu 1/5/17   |
| 44 | Utility Agreement and BCE Development                                     | 64 days?  | Wed 2/15/17  | Mon 5/15/17  |
| 45 |                                                                           |           |              |              |
| 46 | Task 2.4 - Bid Phase - Phase 1 - North                                    | 95 days?  | Mon 1/16/17  | Fri 5/26/17  |











Project: TOPB UG Ph 2 Design.  
Date: Wed 12/20/17

Task

Milestone

Summary

Project Summary

Manual Task

Manual Summary

Deadline

Critical

Critical Split

Progress

Manual Progress

Progress

Page 3

Vincent G. Burkhardt  
President



Executive Summary  
For  
November 2017

Project Description

Townwide Overhead Utility Undergrounding

Phase 1 North

P.O. # 171308

Project Status:

The directional drilling operation worked on Onondaga installing the FPL, AT & T and COMCAST conduits. Multiple conduits were installed along the Onondaga corridor including the sweeps to the proposed transformer locations.

The crews shut down, cleaned up, and removed all equipment from the island for the Thanksgiving holiday. After the holiday the main line drilling crew finished Onondaga and continued to North Ocean Blvd. near Mediterranean, Caribbean, and Arabian.

A second drilling crew will also be added after the first of next month. The project continues to remain within budget.

Vincent G. Burkhardt  
President



Executive Summary  
For  
November 2017

Project Description

Townwide Utility Undergrounding  
Onondaga Avenue & Laurie Lane Improvements  
Phase 1 North  
P.O. # 171308

Project Status:

The crew continued with the water main installation along the north side of the north section of East Inlet Drive. Dewatering operations had to be installed the entire length of the pipe trench to facilitate the work. As the work progressed the new service lines were installed to the meter locations but will not be connected until all clearances are obtained.

On the 15<sup>th</sup> of the month the crew stopped installation of the water main and began trench restoration where the pipe had been previously installed. The trenches were reconstructed to the plan specifications and the asphalt repairs were made. The site was cleaned and the equipment was hauled off site. This work was done prior to the Thanksgiving holiday as requested by the local residents. Once the holiday was over the work continued with the water main installation.

We anticipate the progress of the work will increase next month because the depth of the water main becomes shallower. This project continues to stay within budget.

TOWN-WIDE OVERHEAD UTILITY UNDERGROUNDING  
PHASE 1 NORTH  
SCHEDULE  
RFQ No. 2017-14

| ID | Task Name                                                                                                                                                               | % Complete | Duration | Start        | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | 2018 | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | 2019 | Jan | Feb |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|--------------|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|-----|-----|
| 1  | Phase 1 - NORTH                                                                                                                                                         | 22%        | 420 days | Mon 6/12/17  |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 2  | Fully Executed Non-GAF Agreement                                                                                                                                        | 100%       | 23 days  | Mon 6/12/17  |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 3  | Copy Of Executed Easements                                                                                                                                              | 99%        | 23 days  | Mon 6/12/17  |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 4  | Fully Executed Applicant Installed Agreement With FPL                                                                                                                   | 100%       | 23 days  | Mon 6/12/17  |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 5  | Fully Executed R/O/W Agreement With FPL                                                                                                                                 | 100%       | 23 days  | Mon 6/12/17  |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 6  | Fully Executed Agreement With COMCAST / AT & T                                                                                                                          | 50%        | 23 days  | Mon 6/12/17  |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 7  | Town Council Approval                                                                                                                                                   | 100%       | 1 day    | Tue 6/13/17  |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 8  | Award Prime Contract                                                                                                                                                    | 100%       | 13 days  | Wed 6/14/17  |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 9  | Permitting                                                                                                                                                              | 100%       | 15 days  | Mon 6/26/17  |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 10 | Customer Owned Service Connection Permitting                                                                                                                            | 0%         | 15 days  | Mon 6/26/17  |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 11 | Sub Contract Agreements                                                                                                                                                 | 100%       | 23 days  | Wed 6/14/17  |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 12 | Material Procurement                                                                                                                                                    | 100%       | 11 days  | Fri 6/30/17  |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 13 | Underground Conduit Installation, Primary/Secondary (FPL, ATT,                                                                                                          | 27%        | 225 days | Mon 7/17/17  |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 14 | Feeder Splice Box Installation                                                                                                                                          | 2%         | 15 days  | Thu 10/12/17 |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 15 | Set Transformers / Switch Cabinets (FF                                                                                                                                  | 0%         | 75 days  | Wed 11/8/17  |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 16 | Secondary Services / Wire                                                                                                                                               | 0%         | 138 days | Tue 2/20/18  |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 17 | As-Built Submission / Review (FPL)                                                                                                                                      | 0%         | 47 days  | Tue 2/20/18  |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 18 | Pull Wire / Terminations Primary (FPL)                                                                                                                                  | 0%         | 81 days  | Tue 2/20/18  |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 19 | *ATT Rod Conduit, Pull Wire, Set Pedestals                                                                                                                              | 0%         | 133 days | Tue 2/27/18  |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 20 | *Comcast Pull Wire, Set Pedestals                                                                                                                                       | 0%         | 133 days | Tue 2/27/18  |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 21 | Cut over / Overhead Removal (ATT/Comcast)                                                                                                                               | 0%         | 45 days  | Mon 9/3/18   |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 22 | Energize Underground (FPL)                                                                                                                                              | 0%         | 30 days  | Fri 4/27/18  |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 23 | Secondary Service Switch Over (FPL)                                                                                                                                     | 0%         | 113 days | Mon 6/11/18  |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 24 | ** Demo Overhead / Remove Poles (FPL) / Final Restoration                                                                                                               | 0%         | 90 days  | Mon 9/17/18  |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 25 | *This Work Will Be Performed By ATT/COMCAST Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc. | 0%         |          |              |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 26 | **This Work Must Be Performed By FPL Crews, All Other Work Is Anticipated To Be Performed By A Subcontractor Under The Direction Of Burkhardt Construction, Inc.        | 0%         |          |              |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 27 | Storm Drainage                                                                                                                                                          | 90%        | 45 days  | Mon 7/17/17  |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |
| 28 | Water Main                                                                                                                                                              | 65%        | 79 days  | Sun 10/15/17 |     |     |     |     |     |     |     |     |      |     |     |     |     |     |     |     |     |     |     |     |     |      |     |     |

DATED 11/30/17  
CURRENT PERCENT COMPLETED 22%



SAFETY

Monthly safety inspections are conducted by WT Regional Safety Director. Daily safety inspections conducted by onsite staff.

- ◆ 0 lost time incidents to date
- ◆ 0 recordable incidents to date

CONSTRUCTION

- ◆ S. Ocean Blvd (Watermain Deflection Crew) - Complete
- ◆ S. Ocean Blvd (Electrical Undergrounding Crew) - Current location at Palm Beach Par 3 Golf Course. Undergrounding Crews are continuing to conduct exploratory work, to minimize the potential impact of any unforeseen conditions. Currently installing FPL feeder & primary conduits north of Lake Avenue. Approx. 75% of feeder & primary conduit is completed on S. Ocean Blvd. Approx. 40% of concrete vaults and pads for transformers and switches have been installed.
- ◆ Ibis Isle Undergrounding Crew has completed FPL primary, Comcast, and AT&T conduit installation along Ibis Isle Road East and West. Transformer pads and splice boxes along Ibis Isle Road East and West completed. Currently pulling FPL cable on Ibis Isle Road East & West. Conduit installation along Ibis Way currently on hold pending FDEP permit issuance for the subaqueous crossing. AT&T service conduit to each home from the ROW on Ibis Isle is being added to WT's scope of work. Final pricing is being completed.

DOCUMENTATION:

RFIs:

- A. 12 RFIs issued to date
- B. 0 Outstanding RFI

SUBMITTALS:

- A. 42+ Individual Submittals Processed
- B. 0 Submittal Package Currently Under Review
- C. 1 Submittal Packages Pending Submission to A/E—Asphalt Submittal re-submission

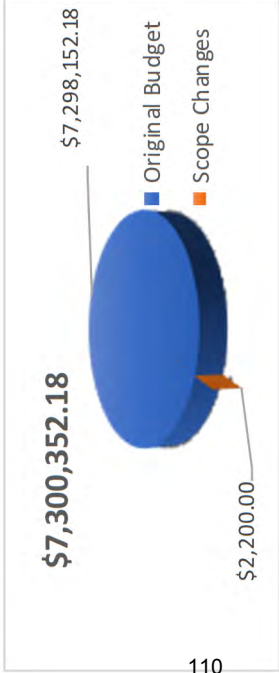
DRAWINGS:

- A. Post GMP Drawing Revision #2 received October 5th from KHA
- B. Post GMP Drawing Revision #3 received October 12th from KHA
- C. Post GMP Drawing Revision #4 received October 23rd from KHA
- D. Post GMP Drawing Revision #5 received November 28th from KHA

RELEVANT POTENTIAL CHANGES:

- A. FPL Line Drawing Changes to Ibis Isle Scope of Work
- B. Reduction in S. Ocean Boulevard Street Lighting Scope of Work
- C. Additional AT&T Fiber Conduits at Ibis Isle per the Town's request

FINANCIALS—BUDGET VS. COSTS

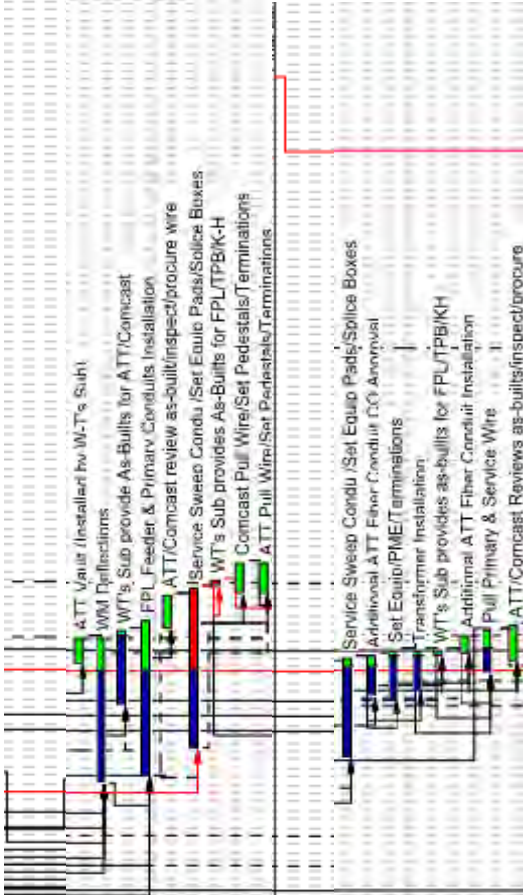


|                                        |   |                |
|----------------------------------------|---|----------------|
| Current GMP Amount                     | — | \$7,300,352.18 |
| Approved Owner Initiated Scope Changes | — | \$2,200.00     |
| Gross Billings to Date (\$)            | — | \$2,146,151.76 |
| Gross Billings to Date (%)             | — | 29%            |
| Schedule % Completed                   | — | 27%            |



SCHEDULE SUMMARY

| S. Ocean Undergrounding -Sta 11+10 to Sta 243+66 |                                                   |    |    |           |         |
|--------------------------------------------------|---------------------------------------------------|----|----|-----------|---------|
| 1507                                             | ATT Vault (Installed by W-T's Sub)                | 45 | 15 | 06DEC17   | 27DEC17 |
| 1521                                             | WM Deflectors                                     | 60 | 20 | 29AUG17 A | 28DEC17 |
| 1509                                             | WT's Sub provide As-Built for ATT/Comcast         | 5  | 4  | 01NOV17 A | 03JAN18 |
| 1543                                             | FPL Feeder & Primary Conduits Installation        | 75 | 30 | 04SEP17 A | 12JAN18 |
| 1514                                             | ATT/Comcast review as-built/inspect/procure wire  | 20 | 20 | 04JAN18   | 31JAN18 |
| 1545                                             | Service Sweep Conduit/Set Equip Pads/Splice Boxes | 75 | 46 | 27SEP17 A | 06FEB18 |
| 1547                                             | WT's Sub provides As-Built for FPL/TPBK-H         | 5  | 5  | 07FEB18   | 13FEB18 |
| 1526                                             | Comcast Pull Wire/Set Pedestals/Terminations      | 20 | 20 | 01FEB18   | 28FEB18 |
| 1527                                             | ATT Pull Wire/Set Pedestals/Terminations          | 20 | 20 | 01FEB18   | 28FEB18 |
| Ibis Isle                                        |                                                   |    |    |           |         |
| 3030                                             | Service Sweep Conduit/Set Equip Pads/Splice Boxes | 45 | 5  | 18SEP17 A | 11DEC17 |
| IMP 3011                                         | Additional ATT Fiber Conduit CO Approval          | 10 | 8  | 10NOV17 A | 14DEC17 |
| 3045                                             | Set Equip/PME/Terminations                        | 30 | 5  | 06NOV17 A | 18DEC17 |
| 3047                                             | Transformer Installation                          | 30 | 5  | 13NOV17 A | 19DEC17 |
| 3065                                             | WT's Sub provides as-built for FPL/TPBK-H         | 5  | 5  | 12DEC17   | 18DEC17 |
| IMP 3012                                         | Additional ATT Fiber Conduit Installation         | 10 | 10 | 15DEC17   | 20DEC17 |
| 3049                                             | Pull Primary & Service Wire                       | 30 | 10 | 27NOV17 A | 03JAN18 |
| 3035                                             | ATT/Comcast Reviews as-built/inspect/procure      | 20 | 20 | 08DEC17   | 06JAN18 |



SCHEDULE NOTES / IMPACTS:

- Street Lighting installations currently delayed due to Town's Directive to hold until FPL LTI Tariff is approved. Delay is not expected to impact the overall project completion date. Whiting-Turner currently finalizing revised credit price to owner.
- Additional AT&T Fiber Conduit at Ibis Isle requested by the Town. Currently being priced by Whiting-Turner. This will delay AT&T from beginning their scope of work (pulling wire etc). Delay is not expected to impact the overall project completion date.
- FDEP Permit at Ibis Isle Subaqueous Crossing preventing Undergrounding Subcontractor from completing Ibis Isle Conduit Installation.

**Underground Utility Project Budget**  
**Project Financial Summary**  
**December 31, 2017**

|                                      | Budget               | Actual              | % Expended   |
|--------------------------------------|----------------------|---------------------|--------------|
| <b>Phase 1</b>                       |                      |                     |              |
| Phase 1 Design                       | \$ 1,310,829         | \$ 1,300,349        | 99.2%        |
| Phase 1 Utility Costs                | \$ 48,608            | \$ 48,608           | 100.0%       |
| Phase 1 Construction                 | \$ 8,536,041         | \$ 2,542,565        | 29.8%        |
| Phase 1 Construction Utility Costs   | \$ 1,850,970         | \$ 1,236,770        | 66.8%        |
| Phase 1 Construction Engineering     | \$ 568,532           | \$ 135,691          | 23.9%        |
| Phase 1 Easements                    | \$ -                 | \$ 296,363          | n/a          |
| <b>Total Phase 1</b>                 | <b>\$ 12,314,980</b> | <b>\$ 5,560,345</b> | <b>45.2%</b> |
| <b>Phase 2</b>                       |                      |                     |              |
| Phase 2 Design                       | \$ 979,659           | \$ 241,312          | 24.6%        |
| <b>Other</b>                         |                      |                     |              |
| Other Project Costs                  | \$ 880,414           | \$ 1,236,218        | 140.4%       |
| <b>Total To Date</b>                 | <b>\$ 14,175,053</b> | <b>\$ 5,801,658</b> | <b>40.9%</b> |
| <b>Total Project Budget</b>          | <b>\$ 98,600,000</b> |                     |              |
| <b>% Budgeted/Encumbered To Date</b> | <b>14.38%</b>        |                     |              |
| <b>% Spent to Date</b>               | <b>5.88%</b>         |                     |              |

**Underground Utility Project Budget**  
**Phase 1 Project Costs**  
**December 31, 2017**

|                                                        | Budget               | Actual              | % Expended    |
|--------------------------------------------------------|----------------------|---------------------|---------------|
| <b>Project Engineering</b>                             |                      |                     |               |
| Task 2.1 - Detailed Design North End                   | 472,063              | 472,063             | 100.0%        |
| Task 2.2 - Detailed Design South End                   | 619,411              | 619,411             | 100.0%        |
| Task 2.3 - Permitting Assistance                       | 17,790               | 16,011              | 90.0%         |
| Task 2.4 - Bid Phase Assistance                        | 42,166               | 42,166              | 100.0%        |
| Task 2.5 - Meetings - Design Phase                     | 125,399              | 125,383             | 100.0%        |
| Legal Sketch and Description - Easements               | 34,000               | 25,315              | 74.5%         |
| <b>Subtotal Design Phase</b>                           | <b>\$ 1,310,829</b>  | <b>\$ 1,300,349</b> | <b>99.2%</b>  |
|                                                        |                      |                     |               |
| <b>Utility Costs (FPL)</b>                             |                      |                     |               |
| FPL Engineering for Binding Cost Estimate              | <b>\$ 38,608</b>     |                     |               |
| North End Design                                       |                      | 10,595              |               |
| South End Design                                       |                      | 28,013              |               |
| <b>Total FPL Engineering Costs for Design</b>          | <b>\$ 38,608</b>     | <b>\$ 38,608</b>    | <b>100.0%</b> |
| <b>Utility Costs (AT&amp;T and Comcast)</b>            |                      |                     |               |
| AT&T North End Design                                  |                      | 5,000               |               |
| AT&T South End Design                                  |                      | 5,000               |               |
| <b>Total Utility Costs (AT&amp;T and Comcast)</b>      | <b>\$ 10,000</b>     | <b>\$ 10,000</b>    | <b>100.0%</b> |
|                                                        |                      |                     |               |
| <b>Construction Costs</b>                              |                      |                     |               |
| <b>Phase 1 North Construction</b>                      |                      |                     |               |
| Preconstruction                                        | <b>\$ 19,720</b>     | <b>19,720</b>       | <b>100.0%</b> |
| Burkhardt Construction                                 | <b>\$ 3,798,144</b>  | <b>703,627</b>      | <b>18.5%</b>  |
| Utility Costs (FPL, Comcast, AT&T)                     | <b>\$ 476,776</b>    | <b>96,884</b>       | <b>20.3%</b>  |
| Construction Engineering (KH)                          | <b>\$ 253,532</b>    | <b>56,408</b>       | <b>22.2%</b>  |
|                                                        | <b>\$ 4,548,172</b>  | <b>\$ 876,639</b>   | <b>19.3%</b>  |
|                                                        |                      |                     |               |
| <b>Phase 1 South Construction</b>                      |                      |                     |               |
| Preconstruction                                        | <b>\$ 22,200</b>     | <b>22,200</b>       | <b>100.0%</b> |
| Whiting Turner Construction                            | <b>\$ 4,695,977</b>  | <b>1,797,018</b>    | <b>38.3%</b>  |
| Utility Costs (FPL, Comcast, AT&T)                     | <b>\$ 1,374,193</b>  | <b>1,139,886</b>    | <b>82.9%</b>  |
| Construction Engineering (KH)                          | <b>\$ 315,000</b>    | <b>79,283</b>       | <b>25.2%</b>  |
|                                                        | <b>\$ 6,407,370</b>  | <b>\$ 3,038,387</b> | <b>47.4%</b>  |
|                                                        |                      |                     |               |
| <b>Legal Costs/Easement Acquisition - Jones Foster</b> | <b>\$ -</b>          | <b>\$ 296,363</b>   | <b>0.0%</b>   |
|                                                        |                      |                     |               |
| <b>Total Phase 1 Costs</b>                             | <b>\$ 12,314,980</b> | <b>\$ 5,560,345</b> | <b>45.2%</b>  |

**Underground Utility Project Budget**  
**Phase 2 Project Costs**  
**December 31, 2017**

|                                      | Budget            | Actual            | % Expended   |
|--------------------------------------|-------------------|-------------------|--------------|
| <b>Phase 2 Design</b>                |                   |                   |              |
| <b>Kimley Horn</b>                   |                   |                   |              |
| Task 1.1 Phase 2 North Design        | \$ 281,304        | \$ 112,522        | 40.0%        |
| Task 1.2 Phase 2 South Design        | \$ 335,353        | \$ 117,374        | 35.0%        |
| Task 1.3 Permitting Assistance North | \$ 5,779          | \$ -              | 0.0%         |
| Task 1.3 Permitting Assistance South | \$ 6,895          | \$ -              | 0.0%         |
| Task 1.4 Bid Phase Assistance North  | \$ 18,498         | \$ -              | 0.0%         |
| Task 1.4 Bid Phase Assistance South  | \$ 22,067         | \$ -              | 0.0%         |
| Task 1.5 Easement Assistance North   | \$ 64,936         | \$ 3,194          | 4.9%         |
| Task 1.5 Easement Assistance South   | \$ 77,466         | \$ -              | 0.0%         |
| Task 1.6 Meetings North              | \$ 62,297         | \$ 7,143          | 11.5%        |
| Task 1.6 Meetings South              | \$ 74,320         | \$ -              | 0.0%         |
| Task 1.7 Legal Sketch North          | \$ 14,020         | \$ 1,080          | 7.7%         |
| Task 1.7 Legal Sketch South          | \$ 16,725         | \$ -              | 0.0%         |
| <b>Total Phase 2 Design</b>          | <b>\$ 979,659</b> | <b>\$ 241,312</b> | <b>24.6%</b> |

**Underground Utility Project Budget**  
**Other Project Costs**  
**December 31, 2017**

| <b>Master Plan</b>                                                     | <b>Budget</b>       | <b>Actual</b>       | <b>% Expended</b> |
|------------------------------------------------------------------------|---------------------|---------------------|-------------------|
| Task 1.1 - Data Collection & GIS Base Mapping                          | \$ 88,021           | \$ 88,021           | 100.0%            |
| Tash 1.1a Data Collection for Future Communications                    | \$ 23,511           | \$ 23,511           | 100.0%            |
| Task 1.2 - Conceptual Design and Master Plan                           | \$ 161,756          | \$ 161,756          | 100.0%            |
| Task 1.3 - Project Sequencing and Phasing                              | \$ 31,244           | \$ 31,244           | 100.0%            |
| Task 1.4 - Assessment of Traffic Impacts                               | \$ 77,660           | \$ 77,660           | 100.0%            |
| Task 1.5 - Project Delivery Methods                                    | \$ 17,448           | \$ 17,448           | 100.0%            |
| Task 1.6 - Master Plan Document                                        | \$ 45,053           | \$ 42,800           | 95.0%             |
| Task 1.7 - Meetings Master Planning Phase                              | \$ 113,135          | \$ 113,123          | 100.0%            |
| Task 1.8 - Master Plan Second Half                                     | \$ 40,067           | \$ 38,064           | 95.0%             |
| <b>Subtotal Master Planning</b>                                        | <b>\$ 597,895</b>   | <b>\$ 593,627</b>   | <b>99.3%</b>      |
| <b>Community Outreach</b>                                              | <b>\$ 282,519</b>   | <b>\$ 197,551</b>   | <b>69.9%</b>      |
| <b>Daniella Construction - Nightingale/LaPuerta - Townwide portion</b> | Future Phase Budget | \$ 243,470          |                   |
| <b>FPL Future Phases</b>                                               | Future Phase Budget | \$ 75,215           |                   |
| <b>FPL Nightingale/LaPuerta - Townwide Portion</b>                     | Future Phase Budget | \$ 74,900           |                   |
| <b>Comcast Preplanning</b>                                             | Future Phase Budget | \$ 12,015           |                   |
| <b>Comcast Nightingale/LaPuerta - Townwide Portion</b>                 | Future Phase Budget | \$ 8,885            |                   |
| <b>AT&amp;T Nightingale/LaPuerta Townwide Portion</b>                  | Future Phase Budget | \$ 30,555           |                   |
| <b>Total Other Project Costs</b>                                       | <b>\$ 880,414</b>   | <b>\$ 1,236,218</b> | <b>140.4%</b>     |

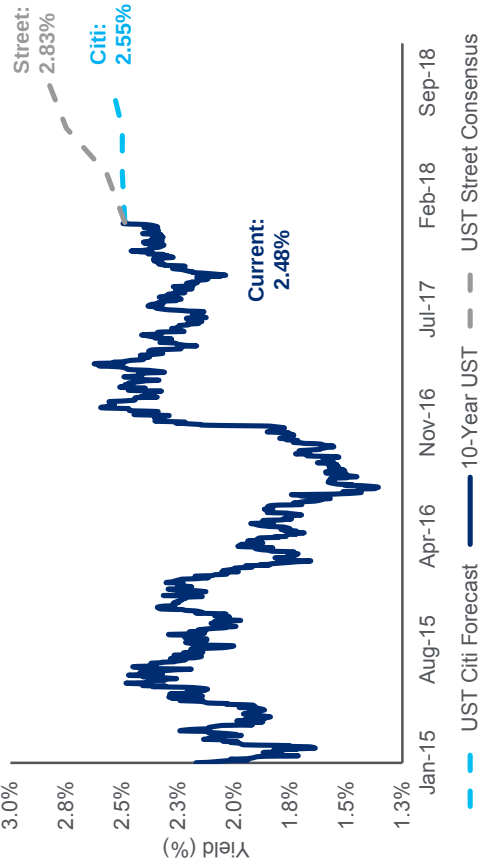
**Related Costs Outside of the Underground Project Budget**

| <b>Underground City of Lake Worth Section</b>    | <b>Budget</b>     | <b>Actual</b>     | <b>% Expended</b> |
|--------------------------------------------------|-------------------|-------------------|-------------------|
| Project Design                                   | \$ 25,231         | \$ 24,430         | 96.8%             |
| Project Construction                             | \$ 351,081        | \$ 167,881        | 47.8%             |
| Project Construction Engineering                 | \$ 11,607         | \$ 4,112          | 35.4%             |
| Utility Cost (FPL, Comcast, AT&T)                | \$ 134,333        | \$ 127,531        | 94.9%             |
| Project Meeting Attendance                       | \$ 3,334          | \$ 720            | 21.6%             |
| <b>Total Lake Worth Section</b>                  | <b>\$ 525,586</b> | <b>\$ 324,673</b> | <b>61.8%</b>      |
| <b>Goldmacher v TPB Legal and Other Costs</b>    |                   | \$ 166,438        |                   |
| <b>Kosberg v TPB Legal and Other Costs</b>       |                   | \$ 110,375        |                   |
| <b>Commercial Paper Issuance Cost</b>            |                   | \$ 76,776         |                   |
| <b>Ibis Way PGD Improvements</b>                 | <b>\$ 14,583</b>  | <b>\$ 14,583</b>  | <b>100.0%</b>     |
| <b>Project Manager -Pay and benefits</b>         | <b>\$ 130,000</b> | <b>\$ 59,853</b>  | <b>46.0%</b>      |
| <b>Peer Review Study - Patterson &amp; Dewar</b> | <b>\$ 100,000</b> | <b>\$ 75,000</b>  | <b>75.0%</b>      |
| <b>Telecommunications Consultant</b>             | <b>\$ 89,000</b>  | <b>\$ 83,210</b>  | <b>93.5%</b>      |
| <b>Peter Brandt (Contract Negotiations)</b>      | <b>\$ 35,000</b>  | <b>\$ 22,633</b>  | <b>64.7%</b>      |
| <b>Total Related Costs Outside of the Budget</b> | <b>\$ 894,169</b> | <b>\$ 933,540</b> | <b>104.4%</b>     |

# U.S. Rate Forecasts

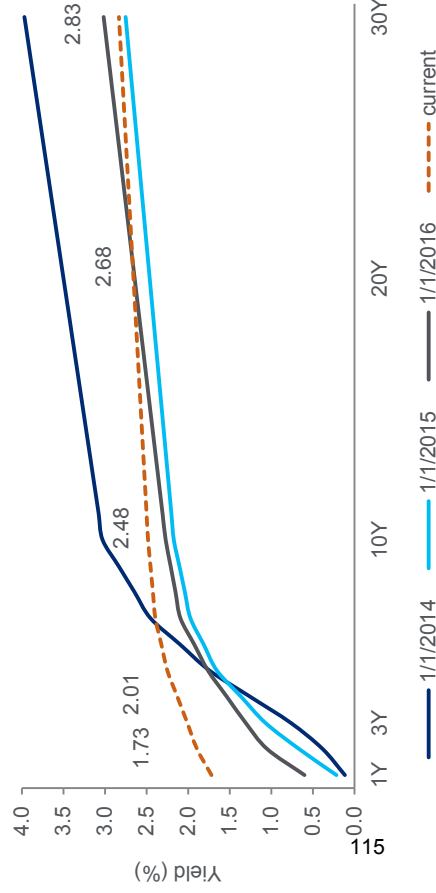
## 10-Year Treasury Yield Forecast

Citi forecasts a muted interest rate environment as we progress through the second half of 2017, while the street's is elevated



## US Treasury Yield Curve

Yields weakened 10 bps on the short-end, 13 bps on the intermediate range and 15 bps on long-end of the curve over the past week



## Rate Forecasts

| 5-Year Treasury | Current | 4Q17  | 1Q18  | 2Q18  | 3Q18  | 4Q18  | 1Q19  |
|-----------------|---------|-------|-------|-------|-------|-------|-------|
| Citi's Forecast | 2.26%   | 1.80% | 2.05% | 2.10% | 2.15% | 2.30% | 2.45% |

| 10-Year Treasury      | Current | 4Q17  | 1Q18  | 2Q18  | 3Q18  | 4Q18  | 1Q19  |
|-----------------------|---------|-------|-------|-------|-------|-------|-------|
| Citi's Forecast       | 2.48%   | 2.20% | 2.50% | 2.50% | 2.55% | 2.70% | 2.80% |
| Economists' Consensus |         | 2.44% | 2.57% | 2.75% | 2.83% | 2.92% | 3.03% |

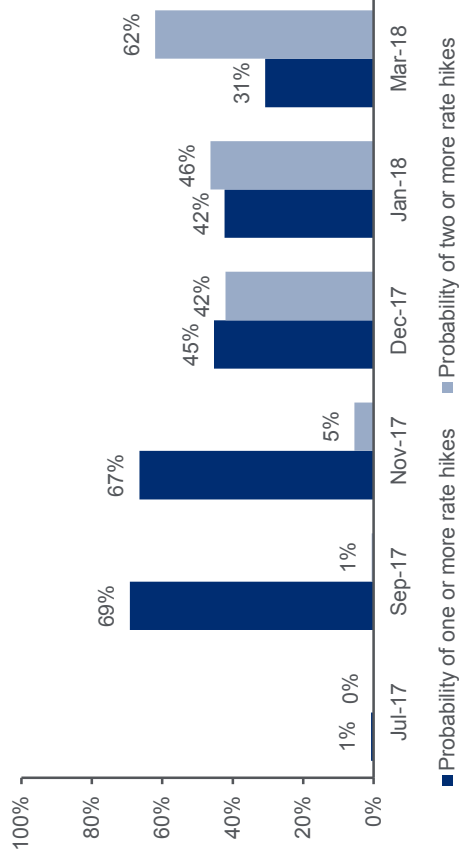
| 30-Year Treasury      | Current | 4Q17  | 1Q18  | 2Q18  | 3Q18  | 4Q18  | 1Q19  |
|-----------------------|---------|-------|-------|-------|-------|-------|-------|
| Citi's Forecast       | 2.83%   | 2.85% | 3.00% | 3.00% | 3.00% | 3.00% | 3.05% |
| Economists' Consensus |         | 2.85% | 3.02% | 3.15% | 3.23% | 3.30% | 3.40% |

| Fed Funds             | Current | 4Q17  | 1Q18  | 2Q18  | 3Q18  | 4Q18  | 1Q19  |
|-----------------------|---------|-------|-------|-------|-------|-------|-------|
| Citi's Forecast       | 1.50%   | 1.50% | 1.75% | 2.00% | 2.25% | 2.25% | 2.50% |
| Economists' Consensus |         | 1.50% | 1.75% | 1.75% | 2.00% | 2.25% | 2.25% |

## Expectations of Next Fed Increase in Rates

The Fed currently is expected to hike rates three times in 2018, with the next hike likely to come in March



# TOWN OF PALM BEACH

Information for Town Council Meeting on: January 9, 2018

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TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

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

RE: Approve a Purchase Order for Phase 3 Engineering Design Services for the Town-Wide Undergrounding of Utilities Program  
**Resolution No. 02-2018**

DATE: December 29, 2017

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## **STAFF RECOMMENDATION**

Town staff recommends that Town Council approve Resolution No. 02-2018, approving a purchase order for Engineering Design Services to Kimley-Horn and Associates, Inc. (KHA) for Phase 3 of the Town-Wide Undergrounding Utilities Program for \$944,336.

## **GENERAL INFORMATION**

The Town Council approved the master contract and purchase order for Task Order 1 of the Town-Wide Undergrounding Utility Program at the May 10, 2016 meeting. The first task order included the design for undergrounding utilities from Onondaga Avenue to the northern limits of the Town, Sloan's Curve to the southern limits of the Town, and subsequently added the portion that extends through Lake Worth as Task Order 2. Phase 2 design is presently underway with construction scheduled to begin in September 2018. With the Commercial Paper issued on December 20<sup>th</sup> to finance the initial phases of the Underground Utility Project, we now have funding to ensure the program remains on schedule. To support an annual May construction start date, Phase 3 design should begin as soon as possible.

At the Town's request KHA provided a final proposal for Phase 3 of the Town-Wide Undergrounding Utility Program on December 28, 2017. The Phase 3 project areas are from Osceola Way south to La Puerta Way and from the intersection of South Ocean Boulevard and South County Road to approximately Worth Avenue. It is anticipated that the design will be completed in time for a May 2019 start of construction.

The submitted proposal from KHA includes:

- North and South Project Area Designs
- Surveying
- Utility Base Map Design
- Conduit Routing Design
- Permitting
- Bid Phase Assistance
- Design Meetings as Necessary

This task order will be labeled as Work Order 4 of the Master Agreement. We have negotiated the scope of work with KHA in the amount of \$944,336.

**FUNDING/FISCAL IMPACT**

Funding for these services is available in the Underground Utility Project Fund from the proceeds of the Commercial Paper program.

**PURCHASING REVIEW**

This item has been reviewed by the Purchasing Division and approved as recommended. The proposed pricing is in accordance with the rates provided in the Master Agreement.

**TOWN ATTORNEY REVIEW**

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

Attachment

cc: Jane Struder, Director of Finance  
Patricia Strayer, P.E., Town Engineer  
Dean Mealy, Purchasing Manager  
Steven Stern, Project Manager

**RESOLUTION NO. 02-2018**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER TO KIMLEY-HORN AND ASSOCIATES, INC., IN THE AMOUNT OF \$944,336 FOR PHASE 3 ENGINEERING DESIGN SERVICES OF THE TOWN-WIDE UNDERGROUNDING OF UTILITIES PROGRAM.

\* \* \* \* \*

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order for Kimley-Horn and Associates, Inc. in an amount of \$944,336 for Phase 3 Engineering Design Services of the Town-Wide Undergrounding of Utilities Program, attached hereto as Exhibit A.

Section 2. The Town Manager is hereby authorized to execute a purchase order on behalf of the Town of Palm Beach for these services, and is authorized to approve additional tasks, as necessary, within the budget.

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

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 9th day of January 2018.

\_\_\_\_\_  
Gail L. Coniglio, Mayor

\_\_\_\_\_  
Richard M. Kleid, Town Council President

\_\_\_\_\_  
Danielle H. Moore, Council President Pro Tem

\_\_\_\_\_  
Julie Araskog, Town Council Member

ATTEST:

\_\_\_\_\_  
Bobbie Lindsay, Town Council Member

\_\_\_\_\_  
Kathleen Dominguez, Town Clerk

\_\_\_\_\_  
Margaret A. Zeidman, Town Council Member



October 19, 2017  
*December 28, 2017 (revised)*

Ms. Patricia Strayer, P.E.  
Town of Palm Beach  
951 Old Okeechobee Road, Ste. "A"  
West Palm Beach, FL 33401

**RE: *Town-Wide Undergrounding of Utilities Program: Phase 3 Design Services***

Dear Patricia,

The Kimley-Horn and Associates, Inc. team (Kimley-Horn) is pleased to submit this proposal to the Town of Palm Beach ("TOWN") for providing engineering services related to the design of Phase 3 for the Town-wide Undergrounding of Utilities Program. Our project understanding, scope of services, schedule, and fee follow.

**Project Understanding**

The Town has requested that the design phase for the two Phase 3 project areas (Phases 3 North and 3 South) commence now so that construction can begin in Phase 3 in 2019. These two areas will be from Osceola Way to La Puerta Way and from the intersection of A1A and South Ocean Blvd to approximately Worth Avenue. These areas are in accordance with the overall program phasing limits identified in the master plan.

It is understood that FPL, AT&T, and Comcast all have facilities on utility poles in the Phase 3 areas. These poles are generally located in rear lot easements or in the public rights of way right of way. New underground electric and communications infrastructure is planned to be installed within the road rights of way and in new front lot easements to contain the new underground facilities. Once the new facilities have been installed, activated, and the services cut over, the rear lot poles and wires will be removed. Kimley-Horn will coordinate with FPL, AT&T and Comcast to develop the electric and communications infrastructure design for the area. In general, each utility will develop the electric and communications network design and Kimley-Horn will develop the detailed conduit plan to support the network designs prepared by each utility.

There are a number of light fixtures attached to the FPL poles through each of the Phase 3 project areas. It is understood that these existing street lights will need to be replaced with new FPL street lights. The Town has identified stormwater pump station infrastructure needs within the Phase 3 South project area but it is assumed that this work will occur independent of the undergrounding project as the work is not anticipated to impact the right of way significantly.

There has been discussion regarding watermain replacements across the island that should occur during the undergrounding program. The City has identified watermains to be replaced within both Phase 3 project areas. However, the design work related to these watermain replacements will be contracted directly by the City. Therefore, we have not included any watermain replacement design services in this scope of services.

Based on this understanding, our detailed scope of services is provided below.

### **Scope of Services**

#### **Task 1.1 – Phase 3 North Design (Osceola Way to La Puerta Way)**

Kimley-Horn will conduct a kickoff meeting with the Town to coordinate our services. Kimley-Horn will conduct a site visit to review the field conditions and identify existing meter locations. Post card notification mailers will be provided to affected residents. A design ticket will be called into Sunshine 811 such that utility companies having infrastructure in the area can be identified. We will then obtain and review available record drawings and data for the project area that may impact the design.

Kimley-Horn will perform a topographical survey of the public rights of way between Osceola Way and Nightingale Trail. The construction documents for the Nightingale / La Puerta Undergrounding project will be reused for design work south of Nightingale Trail in order to convert homes on the north side of Nightingale Trail and the south side of La Puerta Way. Rim and invert elevations for storm and sanitary utilities will be provided. Topographical spot elevations will be shown on 100-foot intervals along the conduit routes with additional detail at each intersection. Landscape areas within 4-feet of the roadway curb will be identified, and trees larger than 6-inch in diameter within 4-feet of the roadway curb will be located. The survey will also provide parcel limits within the project area based on plat/property appraiser data, including platted easements.

Kimley-Horn will obtain the horizontal and vertical locations of a representative number of known utilities within the project area. Up to forty-two (42) soft-dig utility locates will be performed to determine the vertical and horizontal locations of known utilities. This information will be incorporated into the drawings to determine the proposed power and communication conduit runs within the right of way.

Kimley-Horn will review the survey and utility record drawing data obtained to develop an overall base map. Known and available utility record information will be added to the base map to aid in the coordination of the design efforts. This utility base map will be provided to FPL, AT&T, Comcast, and other communications companies, if applicable, for their use in their network design efforts.

Kimley-Horn will perform a geotechnical investigation within the project area. The purpose of this investigation is to gather information regarding the existing pavement and base thickness and provide information to the selected contractor regarding soil conditions that will be encountered on the project. Up to five (5) 10-foot deep Standard Penetration Tests will be performed in the Phase 3 North project area within the existing roadways to gather the geotechnical and pavement information. This information will be presented in a brief technical report.

We will coordinate the design of the underground infrastructure with FPL, AT&T, and Comcast in order to develop the supplementary conduit plan. It is understood that the Town will pay the design and construction fees assessed by FPL, AT&T, Comcast, and other communications companies (if applicable) directly. Aboveground infrastructure required to support the underground system (Transformers, switch cabinets, pedestals, etc.) will be shown on the plans. Service line routes to the

individual homes will be schematically shown so that exact routes can be field coordinated with the property owners by the contractor during construction.

Kimley-Horn will perform individual commercial service conductor sizing and voltage drop calculations to verify the proposed commercial service conductors meet minimum NEC requirements and necessary ampacity ratings for the customer load. Up to 3 commercial service conductors will be sized under this task. It is assumed that FPL will size all residential services and that these services will be owned and maintained by FPL.

It is anticipated that the final undergrounding construction documents may contain the following information:

- Cover Sheet
- Survey
- General Notes (up to 4 sheets)
- Overall Site Plan (1 sheet)
- Conduit/Equipment plan (up to 21 sheets, 1"=20')
- Equipment Details (up to 6 sheets)
- Trench and Conduit Details (up to 2 sheets)
- Construction / Restoration Details (up to 2 sheets)
- Commercial Service Sizing Spreadsheet (up to 1 sheet)
- Landscape Plan (up to 8 sheets)
- Planting Details and Notes (up to 1 sheet)
- Technical Specifications

Street Lighting proposed locations, where required to replace an existing utility pole mounted light, will be shown on the Conduit/Equipment Plans. It is understood that the Town is pursuing the installation of FPL LED lighting and that FPL will perform the detailed design and installation of the poles, conductor, and service points. Kimley-Horn will provide a street lighting exhibit to FPL for use in their design of new LED lighting under the LT1 tariff. Use of this tariff is expected to minimize conduit needed for new street lighting. It is not expected that any conduit will need to be installed by the Town for street lighting, rather FPL will install necessary conduit when they install the new lights.

Kimley-Horn will submit deliverables for review at the following milestones:

- Survey Complete
- Utility Base Map Complete
- Equipment Location Map Complete
- Conduit Routing Complete

Kimley-Horn will address one round of reasonable comments after Town review of the Equipment Location Plan and Conduit Routing Plan submittals. During the design process, we will continue to coordinate with FPL, AT&T, and Comcast to ultimately obtain their final network designs and cost estimates. An Opinion of Probable Cost for the project areas will be submitted with the Equipment Location Map and Conduit Routing Final Construction Document submittals. We will also submit the plans to FPL, AT&T and Comcast for coordination purposes concurrently with the Town submittals. We have assumed that ARCOM review and approval will not be required for the landscaping that may be

required to screen the above grade equipment on the project. If ARCOM approval is deemed to be required by the Town, we can provide these services as an additional service.

No Town infrastructure improvements beyond the underground conversion are currently contemplated in the Phase 3 North area. The City of West Palm Beach has identified some watermain replacement that may be needed in the project area. This watermain design work will be contracted directly by the City and therefore is not included in this proposal. If it becomes known through our coordination with the Town during this phase of the project that infrastructure improvements should be incorporated into the design, we can perform such design as an additional service.

### **Task 1.2 – Phase 3 South Design (A1A / South Ocean Blvd. Intersection to approx. Worth Avenue)**

Kimley-Horn will conduct a kickoff meeting with the Town to coordinate our services. Kimley-Horn will conduct a site visit to review the field conditions and identify existing meter locations. Post card notification mailers will be provided to affected residents. A design ticket will be called into Sunshine 811 such that utility companies having infrastructure in the area can be identified. We will then obtain and review available record drawings and data for the project area that may impact the design.

Kimley-Horn will perform a topographical survey of the public rights of way between A1A / South Ocean Blvd. intersection to approximately Worth Avenue as shown on the Phasing Map within the master plan. Rim and invert elevations for storm and sanitary utilities will be provided. Topographical spot elevations will be shown on 100-foot intervals along the conduit routes with additional detail at each intersection. Landscape areas within 4-feet of the roadway curb will be identified, and trees larger than 6-inch in diameter within 4-feet of the roadway curb will be located. The survey will also provide parcel limits within the project area based on plat/property appraiser data, including platted easements.

Kimley-Horn will obtain the horizontal and vertical locations of a representative number of known utilities within the project area. Up to one hundred fifteen (115) soft-dig utility locates will be performed in order to verify the vertical and horizontal locations of known utilities. It is assumed that twenty-eight (28) soft-dig locations will be provided by the Town for work that was previously performed on S.R. A1A. This information will be incorporated into the drawings to determine the proposed power and communication conduit runs within the right of way.

Kimley-Horn will review the survey and utility record drawing data obtained to develop an overall base map. Known and available utility record information will be added to the base map to aid in the coordination of the design efforts. This utility base map will be provided to FPL, AT&T, Comcast, and other communications companies, if applicable, for their use in their network design efforts.

Kimley-Horn will perform a geotechnical investigation within the project area. The purpose of this investigation is to gather information regarding the existing pavement and base thickness and provide information to the selected contractor regarding soil conditions that will be encountered on the project. Up to six (6) 10-foot deep Standard Penetration Tests will be performed in the project area within the existing roadways to gather the geotechnical and pavement information. This information will be presented in a brief technical report.

We will coordinate the design of the underground infrastructure with FPL, AT&T, and Comcast in order to develop the supplementary conduit plan. It is understood that the Town will pay the design and construction fees assessed by FPL, AT&T, Comcast, and other communications companies (if applicable) directly. Aboveground infrastructure required to support the underground system (Transformers, switch cabinets, pedestals, etc.) will be shown on the plans. Service line routes to the individual homes will be schematically shown so that exact routes can be field coordinated with the property owners by the contractor during construction.

Kimley-Horn will perform individual commercial service conductor sizing and voltage drop calculations to verify the proposed commercial service conductors meet minimum NEC requirements and necessary ampacity ratings for the customer load. Up to 30 commercial service conductors will be sized under this task. It is assumed that FPL will size all residential services and that these services will be owned and maintained by FPL.

It is anticipated that the final undergrounding construction documents may contain the following information:

- Cover Sheet
- Survey
- General Notes (up to 4 sheets)
- Overall Site Plan (1 sheet)
- Conduit/Equipment plan (up to 36 sheets, 1"=20')
- Equipment Details (up to 6 sheets)
- Trench and Conduit Details (up to 2 sheets)
- Construction / Restoration Details (up to 2 sheets)
- Electrical Service Sizing Spreadsheet (up to 2 sheets)
- Landscape Plan (up to 8 sheets)
- Planting Details and Notes (up to 1 sheets)
- Technical Specifications

Street Lighting proposed locations, where required to replace an existing utility pole mounted light, will be shown on the Conduit/Equipment Plans. It is understood that the Town is pursuing the installation of FPL LED lighting and that FPL will perform the detailed design and installation of the poles, conductor, and service points. Kimley-Horn will provide a street lighting exhibit to FPL for use in their design of new LED lighting under the LT1 tariff. Use of this tariff is expected to minimize conduit needed for new street lighting. It is not expected that any conduit will need to be installed by the Town for street lighting, rather FPL will install necessary conduit when they install the new lights.

Kimley-Horn will submit deliverables for review at the following milestones:

- Survey Complete
- Utility Base Map Complete
- Equipment Location Map Complete
- Conduit Routing Complete

Kimley-Horn will address one round of reasonable comments after the review period. During the design process, we will continue to coordinate with FPL, AT&T, and Comcast to ultimately obtain their final

network designs and cost estimates. An Opinion of Probable Cost for the project areas will be submitted with the Equipment Location Map and Conduit Routing Final Construction Document submittals. We will also submit the plans to FPL, AT&T and Comcast for coordination purposes concurrently with the Town submittals. We have assumed that ARCOM review and approval will not be required for the landscaping that may be required to screen the above grade equipment on the project. If ARCOM approval is deemed to be required by the Town, we can provide these services as an additional service.

Town infrastructure improvements beyond the underground conversion in the Phase 3 South project area includes work at the D-16 and D-18 pump stations. It is understood that this work will largely occur outside of the right of way and will be handled separately from the undergrounding project by the Town. The City of West Palm Beach has identified some watermain replacement that may be needed in the project area. This watermain design work will be contracted directly by the City and therefore is not included in this proposal. If it becomes known through our coordination with the Town during this phase of the project that infrastructure improvements should be incorporated into the design, we can perform such design as an additional service.

### **Task 1.3 – Permitting Assistance**

It is anticipated that the following permits will be required for this project from the following agencies:

- Florida Department of Transportation (FDOT) General Utility Permit
- Florida Department of Transportation (FDOT) Landscaping Permit
- Florida Department of Transportation (FDOT) Construction Agreement and Maintenance Memorandum of Agreement (MMOA)

KHA will respond to a maximum of one (1) request for additional information from each agency. Additional revisions or changes in response to subsequent review comments requested by the Town shall be provided as an Additional Service. Any significant plan revisions caused by changing agency criteria after our initial design is reviewed with each appropriate agency and similar factors outside of KHA's control, additional meetings or coordination will be considered as Additional Services.

Building Department Permits, if required for service conversions, will be prepared and submitted by the Town's contractor during construction.

### **Task 1.4 – Bid Phase Assistance**

Kimley-Horn will prepare the construction documents for bidding by the Town. We will prepare the construction documents for bidding, attend pre-bid meetings for the north and south project areas (up to two pre-bid meetings) and respond to requests for clarification during the bidding process. We will review the bid proposals received for each project area and attend up to four meetings with the Town to discuss our comments. A summary memorandum will be provided to the Town describing the results of the bidding process.

It has been assumed that the Town or Construction Manager will prepare the “front end” bidding instructions and contract paperwork. Therefore, the preparation of these items is not included in this proposal.

### **Task 1.5 – Meetings (Design Phase)**

Kimley-Horn and our subconsultant team members, as appropriate, will attend scheduled project meetings as described below during the design phase of the project:

- Project kick off meeting
- Project team meetings (monthly, up to 12 meetings)
- Underground Utility Task Force Meetings (monthly, up to 12 meetings)
- Town point-of-contact meetings and other general meetings with Town staff, utility owners, etc. (up to 12 meetings)
- Stakeholder meetings (FPU, FDOT, Community, etc.) (up to 12 meetings)

### **Additional Services**

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Town, will be considered additional services and will be performed based on proposals approved prior to performance of the additional services.

### **Information and Services Provided By the Town**

The following information shall be provided to Kimley-Horn:

- Utility Record Drawing Information as may be available
- Access to the Project Areas
- Town Attorney / Project Coordinator services to prepare easement documentation package, coordinate the execution of easements, perform title searches (if required), and recording of easements.
- Access to Town facilities for public meetings and public gatherings as needed

### **Schedule**

Kimley-Horn will perform the scope of services above as expeditiously as practical to meet a mutually agreed upon schedule. It is anticipated that services will begin in January 2018 and will be completed by May 2019.

### **Fee and Billing**

Kimley-Horn will perform the services in Tasks 1.1 through 1.4 for the total lump sum fees listed below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

|                                  |           |
|----------------------------------|-----------|
| Task 1.1 – Phase 3 North Design  | \$288,851 |
| Task 1.2 – Phase 3 South Design  | \$503,260 |
| Task 1.3 – Permitting Assistance | \$ 13,739 |
| Task 1.4 – Bid Phase Assistance  | \$ 36,834 |

Kimley-Horn will perform the services in Tasks 1.5 on a labor fee plus expense basis with the estimated labor and expense fees shown below. Kimley-Horn will not exceed the total maximum labor and expense fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate budgets among tasks as we deem necessary.

|                                    |           |
|------------------------------------|-----------|
| Task 1.5 – Meetings (Design Phase) | \$101,652 |
|------------------------------------|-----------|

### Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Master Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc., Professional Engineering Services for the Town-Wide Undergrounding of Utilities Program RFQ No. 2016-07, which are incorporated by reference. As used in the Agreement, the term "CONSULTANT" shall refer to Kimley-Horn and Associates, Inc., and the term "TOWN" shall refer to The Town of Palm Beach.

If you concur in all the foregoing and wish to direct us to proceed with the services, please notify us by providing a purchase order for the scope and fee described above.

We appreciate the opportunity to provide these services to you. Please contact me at (561) 840-0820 or [kevin.schanen@kimley-horn.com](mailto:kevin.schanen@kimley-horn.com) should you have any questions.

Sincerely,



By: Kevin Schanen, P.E.  
Vice President

### Attachment

K:\WPB\_Civil\General\Schanen\Proposals\Palm Beach\Undergrounding\Overall Program Documents and Presell\Phase Proposals\Phase 3\Undergrounding\_Phase3 Design\_rev1.docx

# TOWN OF PALM BEACH

Town Council Meeting on: January 9, 2018

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## Section of Agenda

Regular Agenda - Old Business

## Agenda Title

Coastal Update:

a. Shore Line Condition Update

b . RESOLUTION NO. 03-2018 – A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Approving a Purchase Order for Professional Coastal Engineering Services to Applied Technology & Management, Inc. in an Amount of \$189,732 for the Breakers/Clarke Avenue/Mid-Town Detailed Design and Phase 1 Permitting, and Establishing a Task Budget of \$209,000.

c. RESOLUTION NO. 04-2018 A Resolution of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Authorizing State Grant of Florida Department of Environmental Protection Contract No. 18PB1, Between the State of Florida Department of Environmental Protection and the Town of Palm Beach Under the Florida Beach Management Funding Assistance Program, Specifically Reimbursement for the 2015 Mid-Town Beach Nourishment Project, in the Amount of \$6,529,783, and Authorizing the Mayor to Execute Same on Behalf of the Town.

## Presenter

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

## ATTACHMENTS:

- ❑ **Memorandum dated December 19, 2017, from H. Paul Brazil, P.E., Director of Public Works**
- ❑ **Resolution No. 03-2018**
- ❑ **Breakers/Clarke Ave Alternatives Assessment**
- ❑ **ATM Proposal**

- ▣ **Photo**
- ▣ **Memorandum dated December 19, 2017, from H. Paul Brazil, P.E.,  
Director of Public Works**
- ▣ **Resolution No. 04-2018**
- ▣ **FDEP Grant Agreement**

# TOWN OF PALM BEACH

Information for Town Council Meeting on: January 9, 2018

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TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

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

RE: Approve a Purchase Order for Breakers/Clarke Avenue/Mid-Town Detailed Design and Phase 1 Permitting  
**Resolution No. 03-2018**

DATE: December 27, 2017

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## **STAFF RECOMMENDATION**

Town staff recommends that Town Council approve Resolution No. 03-2018 approving a purchase order to Applied Technology & Management, Inc. for Professional Coastal Engineering Services in the amount of \$189,732 for the Breakers/Clarke Avenue/Mid-Town Detailed Design and Phase 1 permitting, and establishing a task budget of \$209,000, including contingency.

## **GENERAL INFORMATION**

On March 23, 2017, The Breakers made a presentation to the Shore Protection Board (SPB) which outlined all the work that they completed over multiple years to address continued erosion in The Breakers/Clarke Avenue Beach area. The purpose of their presentation was to engage the SPB in a discussion and obtain their support for the project before The Breakers submitted a permit application to the State and Federal regulatory agencies. Due to several concerns that had yet to be resolved following the Town's peer review process, Town staff urged the SPB to delay approval of The Breakers' project until the peer review concerns were appropriately addressed.

The SPB concluded their March 23<sup>rd</sup> meeting by unanimously requesting Town staff to work with The Breakers, the consultants, Humiston & Moore Engineers (HME) for The Breakers, and ATM for the Town, to find a solution.

The Breakers, Town staff, HME, and ATM all gathered at the Town's Public Works Department on April 4, 2017 to address various opinions in design approaches. The focus of the meeting was to find a solution together by primarily discussing project goals, 'permitability', and cost. While The Breakers expressed a willingness to continue participating, and have made their consultant available to the Town, they have made it clear that they feel that the next step should be taken by the Town and tasked to the Town's consultant.

Following the meeting, ATM has developed a scope of work to assess the Breakers' project alternatives in order to address the continued erosional stresses that have been identified between The Breakers and the Mid-Town Municipal Beach area. On April 26, 2017, ATM provided the Town with a proposal for an alternative assessment that methodically considers goal setting, stakeholder engagement, and project analysis. This approach was consistent with how the Town had approached projects in the past. The work was expected to take three (3) months to complete. On April 27, 2017, the SPB unanimously recommended for Town staff to advance the ATM proposal to Town Council.

Paul Leone of The Breakers attended the April 27 SPB meeting. Mr. Leone expressed his support of the approach as outlined by ATM. One clarification that was offered by Mr. Leone was that ATM should not focus on what has been referred to as “The Breakers’ Preferred Project”, but to take another look at all The Breakers’ alternatives and possibly come up with new ones. The ATM scope of work at this time was not intended as a design and permitting effort.

Town Council approved a purchase order to ATM for the alternatives assessment on May 9, 2017. During the summer months, ATM met with applicable stakeholders. Project goals were better defined and project expectations were discussed. ATM provided the SPB with a presentation at the October 6, 2017 meeting. The SPB unanimously recommended that staff proceed with the recommended actions from ATM and to advance a proposal directly to Town Council. Attached is a document from ATM that summarizes the work that was completed in October 2017.

In preparation of this current scope of work for Design and Phase 1 Permitting, ATM received input from the Florida Department of Environmental Protection (FDEP). Due to the multiple number of stakeholders and the shoreline complexities, FDEP recommended that a Technical Advisory Committee (TAC) be established to maintain concurrence, transparency, and participation through the design and permitting process. The Breakers has informed Town staff that they concur with a TAC approach, and would make their consultant available to participate at their cost. Attached is the ATM Design (with a TAC) and Permitting scope of work proposal in the amount of \$189,732.

### **FUNDING/FISCAL IMPACT**

Detailed Design and Phase 1 Permitting of the Breakers/Clarke Avenue/Mid-Town Beach area was not included in the Town Council Adopted 10-Year Coastal Management Plan. However, a sufficient amount of unappropriated and unreserved funds exists in the Coastal Fund in support of this effort.

Construction costs for this project are also not included in the Town Council Adopted 10-Year Coastal Management Plan. A source(s) of funds will need to be determined if this project moves forward beyond design and permitting. ATM’s initial effort included an ‘order of magnitude’ construction cost estimate of \$3,600,000. Attached is a map that identifies the proposed elements of the project.

### **PURCHASING REVIEW**

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

### **TOWN ATTORNEY REVIEW**

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

### **Attachments**

cc: Shore Protection Board  
Jane Struder, Director of Finance  
Robert Weber, Coastal Program Manager  
Dean Mealy, Purchasing Manager

**RESOLUTION NO. 03-2018**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PURCHASE ORDER FOR PROFESSIONAL COASTAL ENGINEERING SERVICES TO APPLIED TECHNOLOGY & MANAGEMENT, INC., IN AN AMOUNT OF \$189,732 FOR THE BREAKERS/CLARKE AVENUE/MID-TOWN DETAILED DESIGN AND PHASE 1 PERMITTING, AND ESTABLISHING A TASK BUDGET OF \$209,000.

\* \* \* \* \*

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

Section 1. The Town Council of the Town of Palm Beach hereby approves a purchase order to Applied Technology & Management, Inc., in an amount of \$189,732 for Professional Coastal Engineering Services for Breakers/Clarke Avenue/Mid-Town Detailed Design and Phase 1 Permitting, and establishes a design and permitting task budget of \$209,000.

Section 2. The Town Manager is hereby authorized to execute a purchase order on behalf of the Town of Palm Beach for the Breakers/Clarke Avenue/Mid-Town Detailed Design and Phase 1 Permitting, and is authorized to approve additional tasks, as necessary, within budget.

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

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 9th day of January 2018.

\_\_\_\_\_  
Gail L. Coniglio, Mayor

\_\_\_\_\_  
Richard M. Kleid, Town Council President

\_\_\_\_\_  
Danielle H. Moore, Council President Pro Tem

\_\_\_\_\_  
Julie Araskog, Town Council Member

ATTEST:

\_\_\_\_\_  
Bobbie Lindsay, Town Council Member

\_\_\_\_\_  
Kathleen Dominguez, Town Clerk

\_\_\_\_\_  
Margaret A. Zeidman, Town Council Member

# Breakers/Clarke Avenue Alternatives Assessment

---

*Prepared For:*

*Town of Palm Beach*



*Prepared By:*



*Michael Jenkins, PhD, PE*

*24-Oct-2017*

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## **Breakers/Clarke Avenue Alternatives Assessment**

### **Introduction**

Applied Technology and Management, Inc. (ATM) was engaged by the Town of Palm Beach to assess project alternatives to address erosion within the Breakers/Clarke Avenue segment of the Mid-Town Nourishment Project. This document provides a summary of this effort and recommended actions for further study and implementation.

### **Project Goals**

In support of this effort ATM developed a summary of project goals which are provided in Attachment 1 to this document. Goals are expressed for each sub-region within the study area and extend from the area North of the Breakers through the Mid-Town project area. A total of 18 specific project goals were identified, further reiterating the complexity of the study area. In addition, it is notable that competing goals are inherent to the area requiring a balanced approach to proposed alternatives. The differing perspectives of each stakeholder are also relevant to the evaluation of alternatives and again a balanced, consensus-based approach that best addresses all the goals provide the basis for this study.

### **Stakeholder Engagement**

This effort relied heavily on direct engagement with multiple project stakeholders to further define concerns, goals and opportunities for consensus. In particular, in-face meetings were conducted with the following entities, in the following chronological order:

- Florida Fish and Wildlife Conservation Commission (FWCC)
- Florida Department of Environmental Protection (FDEP)
- Surfrider Foundation
- Humiston and Moore Engineers
- Representatives of the Breakers Properties
- Representatives of the Lauder Property
- Representatives of the Ecclestone Property
- Representatives of the Ceriale Property
- Shore Protection Board (October 6, 2017 meeting agenda item)

- Town Council (to be determined).

Based on meetings to date, a consensus approach has been identified which most directly addresses both the key constraints and opportunities identified through stakeholder engagement.

### **Project Area Vulnerability**

At the onset of this effort concerns were expressed regarding the relative vulnerability of the Clarke Avenue area to major storm impacts. There is currently no seawall in this area and the beach fronts critical road infrastructure.

An assessment of the relative vulnerability of the study area including Clarke Avenue beach to significant storm and surge impacts was conducted utilizing the SBEACH model for various input wave and storm surge conditions. A summary of this analysis is provided as Attachment 2 to this document. In general, this analysis suggests that the existing dune at Clarke Avenue provides sufficient storm protection in excess of a 25-year return interval storm. This level of protection is notable as the 25-year return interval is an accepted design basis for coastal structures. While the area is in principle vulnerable given the lack of a seawall, the existing dune provides a level of protection consistent with the minimum goals of the Town's Beach Management Program. The Town's CCMP is based on a 15-year return interval throughout the Town and is accomplished through the combination of beach/dune protection and coastal structures. This analysis does not suggest that immediate corrective action is warranted in this area as this level of protection is sufficient up to a major storm impact. While the analysis was based on the pre-Hurricane Irma condition, dune erosion from this storm in this area was minimal and does not alter this fundamental assertion. The storm protection provided by the beach and dune in this area would be increased by the recommended actions, the construction of a new structure at the beach's southern boundary.

This analysis included further consideration of other portions of the Mid-Town study area and the data suggests storm protection in excess of a 25-year return interval within these additional areas. The main differentiator of note, however, is that throughout the Mid-Town public beach area the existing seawall significantly contributes to storm protection for significant storm events.

### **Erosion Rates and Renourishment Intervals**

Erosion within the Clarke beach area is an ongoing and historic concern. Long term monitoring data (from 1990-2016) indicates a net gain within Clarke beach on the order of 364,000 cubic

yards (from FDEP monument R-94 to R-97) due primarily to ongoing nourishment efforts. This gain includes approximately 54,000 cubic yards within the upper beach (dune) area providing additional storm protection to the area.

The rate of erosion which occurred following the 2015 Renourishment project, however, was much greater than for previous projects. Losses were focused within the Clarke beach areas from R-94 to R-97. In total, the area lost 124,000 cubic yards within the 1<sup>st</sup> year post-construction or roughly half of the total volume placed by the renourishment project. While high erosion rates are typical during the post-construction project equilibration phase, this rate is particularly high and is on the order of approximately 60% of the average annual net longshore transport to the south. This suggest significant interruption of the longshore transport system. In principle, this rate needs to be reduced by at least a factor of 3 to support a project nourishment interval nominally on the order of 8 years. Such a significant reduction in erosion rate can only be practically accomplished through consideration of modifications (or additions) to existing coastal structures. Changes to the nourishment template would be ineffective at mitigation this rate and are further limited due to hardbottom impact concerns.

### **Cost-Benefit Considerations**

The primary cost considerations are associated with the ongoing Mid-Town nourishment program. The cost of dredge mobilization has increased significantly and is currently on the order of \$5 million. For a nominal renourishment interval this equates to an annualized cost on the order of \$625,000 per year and an even higher value for a shortened nourishment interval. Unit costs for sand placement have also increased significantly and are nominally on the order of \$15 per cubic yard (placed). As such, any reduction in erosion rate within this area has the potential to increase the renourishment interval or reduce the required placement volume. The benefit derived is directly proportional to the reduction in erosion rate or increase in renourishment interval. Further, the benefits derived would be applicable to multiple nourishment events. While additional development of the preferred alternative is required to quantify a benefit to cost ratio, it is reasonable to assume that any structural alternative considered will derive a positive benefit to cost ratio.

### **Conceptual Approach**

In general, there is a need to increase the ability of sand to move around the breakers headland to moderate losses in the Clarke Avenue/ North Mid-Town area. This need, however, is balanced

by a need to retain sand within the project area north of the Breakers. These competing needs can be best addressed through a strategic modification of the existing structures in the vicinity of the Breakers. This approach focuses on modifications of the existing structure in terms of cross-section and footprint to allow for increased movement of sand through the area. A slight seaward movement of a portion of the structures is likely required and details of the modification will need to be further developed and modeled. These modifications must also address the critical need to moderate wave and surge impacts to the Breakers property, particularly seaward of the hotel structure. Storm protection to the upland property is a critical function of the groin field that must be retained. South of the Breakers groin field there is a need to add two structures (one at each corner) to further facilitate movement of sand around the Lauder wall into Clarke Avenue beach. It is noted that historically structures were located in these areas and the proposed structures would be generally on the same order of magnitude as the previous structures. Again, details of these structures will need to be developed though in concept they would extend seaward to the project baseline as delineated in the attached figures. An additional constraint is required regarding the southern Lauder wall structure. Stakeholder engagement identified this area as a key to recreational (surfing) use of Clarke Avenue and the seaward extent of the structure would be key to the character of wave breaking into Clarke Avenue. As such, design of this particular structure should consider its influence on wave breaking. At present, there is an approximate 1,500 foot structural gap between the Breakers groin field and the Mid-Town groin field which encompasses Clarke Avenue. The two proposed structures fronting the Lauder wall would contribute to closing this gap. The area within the immediate vicinity of Clark Avenue is heavily used recreationally and an additional structure fronting Clarke Avenue would be problematic for surfing. An additional structure at the park boundary in the vicinity of the Ecclestone wall is proposed to further reduce the groin field gap and allow for greater stabilization and retention of sand at Clarke Avenue beach. This new structure represents an approximate 250 foot norther extension of the existing Mid-Town groin field to the boundary of Clarke Avenue beach. The Mid-Town groin field is in need of maintenance of the existing structures to improve their ability to retain sand, in addition, a strategic seaward extension of the northernmost groins is recommended to better align the groin field boundary with the Breakers groin field (and proposed Lauder structures) to the north.

## Recommended Actions

A total of six specific corrective actions are proposed to fully address the needs of this area. These are defined by the following actions and are graphically provided in Attachment 2, Figures 1 through 4:

### *1. Breaker's Groin Field: Modify existing structures*

Modifications to the existing Breakers groin field are proposed to increase the potential for sand movement to the south. This will require strategic manipulation of the existing structures and a likely seaward movement of a portion of the groin field. Wave protection to the upland property must be retained within the modified design.

#### *1. North Lauder Wall: Construct new structure*

A new structure at the north corner of the Lauder wall is proposed to facilitate movement of sand around the wall. Details of the structure are to be determined and the structure must be minimized in planform extent to address turtle concerns.

#### *2. South Lauder Wall: Construct new structure*

A new structure at the north corner of the Lauder wall is proposed to facilitate movement of sand around the wall. Details of the structure are to be determined and the structure must be minimized in planform extent to address turtle concerns. In addition, this structure must consider the influence on wave breaking relative to surfing at Clarke Avenue beach.

#### *3. South Clarke Avenue Boundary: Construct new structure*

A new structure in the vicinity of the north corner of the Ecclestone wall is proposed to retain additional sand volume at Clarke Avenue and facilitate movement of sand around the wall. Details of the structure are to be determined and the structure must be minimized in planform extent to address turtle concerns.

#### *4. Mid-Town Groin Field: Rehabilitate existing structures*

Rehabilitation of the existing groin field is proposed to increase sand retention and performance of the Mid-Town renourishment efforts.

#### *5. Mid-Town North Groins: Extend existing structures seaward*

Strategic extension of groins within the northern portion of the field is proposed to increase sand retention and better align the groin field with the offset associated with the Breakers/Clarke Avenue area.

### **Regulatory Considerations**

In principle, the proposed actions can be permitted under a single Joint Coastal Permit request requiring consultation with both State and Federal regulatory entities. The combined actions can be characterized as a major modification of an existing nourishment program which would help to facilitate regulatory approval. Two of the three proposed new structures can be characterized as replacement of previous structures and all of the recommended actions are within the limits of the Mid-Town Nourishment Project and historic groin fields. Issues associated with turtle nesting will be of particular concern as structure modifications and additions are proposed. Through informal consultation FWCC expressed concerns regarding potential structure impacts to nesting turtles and the need for structure minimization. Rehabilitation of the Mid-Town groins (Recommended action 5) could be expedited through the existing Beach Management Agreement (BMA).

The threshold for review within the Federal process is a key issue that cannot be fully assessed, though the proposed approach provides the most reasonable path for facilitating this process. In particular, it cannot be determine whether the proposed actions will require and Environmental Impact Study (EIS) or whether the review can proceed under a less intensive Environmental Assessment (EA). In concept the proposed actions are consistent with an EA determination, though it is at the sole authority of the USACE to make such a determination.

### **Cost Considerations**

Order of magnitude construction costs for each recommended action have been developed and are provided in Table 1. These estimates are preliminary in nature based on the current conceptual plan and do not include additional costs for design, engineering and permitting. Further refinement of these cost estimates is warranted and is contingent on completion of future detailed design and modeling efforts.

**TABLE 1**  
**Order of Magnitude Construction Costs**

| <b>Recommended Actions</b>                                        | <b>Order of Magnitude Cost</b> |
|-------------------------------------------------------------------|--------------------------------|
| Breaker's Groin Field: Modify existing structures                 | \$1,500,000                    |
| North Lauder Wall: Construct new structure                        | \$400,000                      |
| South Lauder Wall: Construct new structure                        | \$400,000                      |
| South Clarke Boundary: Construct new structure                    | \$500,000                      |
| Mid-Town Groin Field: Rehabilitate existing structures (11 total) | \$550,000                      |
| Mid-Town North Groins: Extend existing structures seaward         | \$250,000                      |
| <b>TOTAL<sup>1</sup></b>                                          | <b>\$3,600,000</b>             |

1. Order of Magnitude Cost for Construction Only. Additional costs for design, engineering and permitting are to be determined based on recommended plan.

### **Timeframes and Corrective Actions**

It is advantageous to advance all of the proposed 6 recommended actions as a single major modification from a programmatic and regulatory perspective. There may be a need to further divide project elements into specific phases that may be implemented on varying time scales. Benefits would be derived from all of the recommended actions and it would be preferable to implement all actions before the next planned renourishment. At present the timeframe for regulatory approval is undetermined and it is noted that regulatory approval may require a multiple year process. The Mid-Town groin rehabilitation (recommended action 5) is an exception to this as this action may be advanced under existing general permits as a maintenance action. If this is the case the earliest timeframe for implementing recommended actions would be within the 2018-19 beach construction season (between November 2018 and May 2019).

### **Path Forward Recommendations**

This effort identified a path forward consensus based range of recommended actions which would materially address the issued identified with beach performance within the Breakers/Clarke Avenue area. The most immediate need at present is the advancement of detailed design and modeling of the proposed actions to a level sufficient to initiate permitting.

Attachment 1  
Goals Summary

Breakers/ Clarke Avenue Alternatives Study  
Project Goals Summary

| Goal Number | Segment Number | Area Description              | Goal                                                                                                | Primary Stakeholder | Comments                                                                                                |
|-------------|----------------|-------------------------------|-----------------------------------------------------------------------------------------------------|---------------------|---------------------------------------------------------------------------------------------------------|
| 1           | I              | North of Breakers             | Maintain beach width to retain 15 year protection for 6 year nourishment cycle                      | Town - Reaches 2&3  | Assessment includes contributions from upland structures (seawalls). Area is currently over performing. |
| 2           | I              | North of Breakers             | Maintain/increase sediment pathway to South                                                         | Town - Reaches 2&3  | Northernmost Breakers structure is north of the wall.                                                   |
| 3           | II             | Breakers Wall                 | Maintain sufficient wave protection to reduce wave forces on wall and wave overtopping of wall      | Breakers            | Protection currently provided by 5 structures. Need to quantify level of protection.                    |
| 4           | II             | Breakers Wall                 | Maintain/increase sediment pathway to South                                                         | Town - Reach 3      | Need to increase sediment pathways.                                                                     |
| 5           | III            | Breakers Beach                | Maintain Minimum Beach width                                                                        | Breakers            | Need to quantify minimum width                                                                          |
| 6           | III            | Breakers Beach                | Maintain/increase sediment pathway to South                                                         | Town - Reach 3      |                                                                                                         |
| 7           | IV             | Lauder Wall                   | Maintain/increase sediment pathway to South                                                         | Town - Reach 4      |                                                                                                         |
| 8           | IV             | Lauder Wall                   | Maintain minimum cross section seaward of wall                                                      | Lauder              | Need to quantify minimum cross-section                                                                  |
| 9           | V              | Clarke Avenue                 | Maintain beach width to retain 15 year protection for 6 year nourishment cycle                      | Town - Reach 4      | Dune provides primary protection                                                                        |
| 10          | V              | Clarke Avenue                 | Maintain sediment pathway to South                                                                  | Town - Reach 4      |                                                                                                         |
| 11          | V              | Clarke Avenue                 | Maintain/ Enhance Surfing Potential                                                                 | Surfers (Surfrider) | Clark is a popular surfing beach. The Lauder wall corner was previously a noted break.                  |
| 12          | VI             | Mid-Town (North)              | Maintain beach width to retain 15 year protection for 6 year nourishment cycle                      | Town - Reach 4      |                                                                                                         |
| 13          | VI             | Mid-Town (North)              | Maintain Sediment Pathway to South                                                                  | Town - Reach 4      | Segment Includes north portion of Mid-Town groin field                                                  |
| 14          | VI             | Mid-Town (North)              | Maintain/ Enhance Surfing Potential                                                                 | Surfers (Surfrider) | Surfing is allowed north of the public (guarded) beach                                                  |
| 15          | VII            | Mid-Town (South)              | Maintain beach width to retain 15 year protection for 6 year nourishment cycle                      | Town - Reach 4      |                                                                                                         |
| 16          | VIII           | South of Mid-Town Groin Field | Maintain beach width to retain 15 year protection for 6 year nourishment cycle                      | Town - Reaches 4&5  |                                                                                                         |
| 17          | VIII           | South of Mid-Town Groin Field | Maintain sufficient transport volume from Mid-Town Project south to maintain beaches in Reaches 5&6 | Town - Reaches 5&6  | The Mid-Town project is a feeder beach for Reaches 5&6                                                  |
| 18          | All            | Project Area                  | Minimize impacts to nesting turtles through structure design and minimization                       | Town & FWCC         | Requirement for regulatory approval                                                                     |

Attachment 2  
SBEACH Vulnerability Analysis

### Coastal Vulnerability Assessment

A coastal storm vulnerability analysis was performed for portions of the Mid-Town project area including Clarke Avenue. This analysis utilizes the cross-sectional shore profile data for FDEP range monuments R-92, R-96, R-99 and R-102 collected during the regional monitoring of the Town in September 2016. The analysis was performed using the two-dimensional SBEACH cross-shore transformation model. The shoreline profile was analyzed for two different return interval storm events;

- 25-Year Storm ( 4% annual chance of occurrence)
- 50-Year Storm ( 2% annual chance of occurrence)

Representative data from the East Coast of Florida was used to develop the storm parameters for the simulation. Emphasis was placed on calculating the maximum shoreline recession at MHW and the volumetric losses experienced at each profile for the 25-Year Storm and the 50-Year Storm events.

Volumetric losses increased along all profiles with increased storm intensity however shoreline losses (as measured to MHW from the range monument) decreased with increased storm intensity.

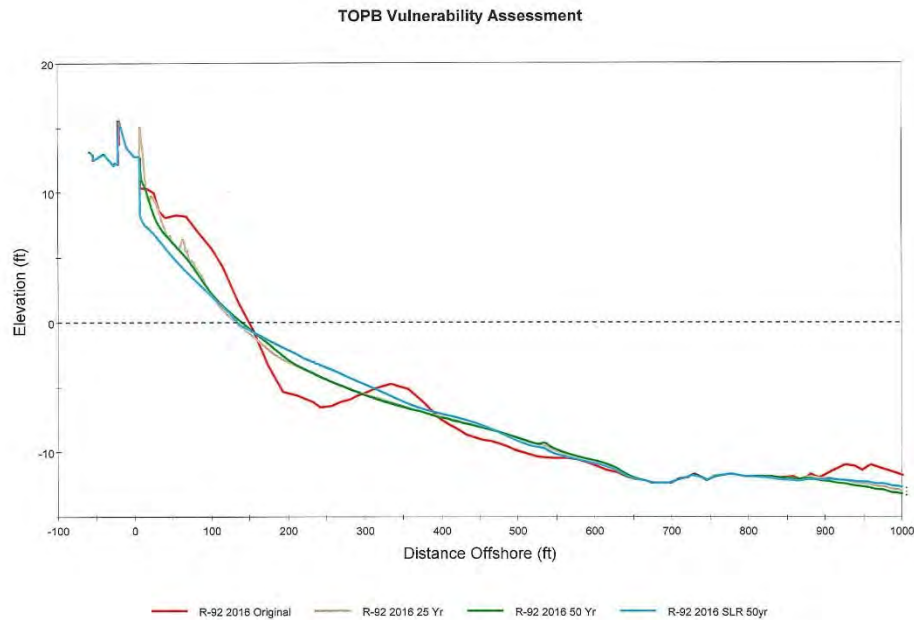
Table 1.  
25-Year Storm Results

| 25-YEAR STORM |                      |                     |
|---------------|----------------------|---------------------|
| PROFILE       | SHORELINE LOSS (ft.) | VOLUME LOSS (CY/LF) |
| R-92          | 21.4                 | 9.5                 |
| R-96          | 7.8                  | 5.3                 |
| R-99          | 17.5                 | 10.0                |
| R-102         | 14.3                 | 8.5                 |

Table 2.  
50-Year Storm Results

| 50-YEAR STORM |                      |                     |
|---------------|----------------------|---------------------|
| PROFILE       | SHORELINE LOSS (ft.) | VOLUME LOSS (CY/LF) |
| R-92          | 14.4                 | 11.0                |
| R-96          | 6.4                  | 5.4                 |
| R-99          | 11.4                 | 10.3                |
| R-102         | 6.1                  | 9.4                 |

Storm induced shoreline erosion and volumetric losses were consistently seen to be the least severe along profile R-96 (Clarke Avenue Beach). This is a function of the beach morphology in this area which has been influenced by the seaward position of the Lauder property seawall to the north and the seawall at 190 S. Ocean Blvd. to the south. The average volumetric losses along the four modeled profiles was 8.3 cubic yards per lineal ft. (yd.<sup>3</sup>/ft.) of shoreline for the 25-Year Storm and 9.0 yd.<sup>3</sup>/ft. for the 50-Year Storm. The average storm induced shoreline recession along the modeled profiles was 15.3 ft. for the 25-Year Storm and 9.6 ft. for the 50-Year Storm. The simulations for the 50-Year Storm generally resulted in complete erosion of the existing dry beach. However, the existing dune feature was not eroded during the modeled storms for most of the modeled profiles, with little losses indicated landward of the +10 ft. elevation contour. Profile R-92, located at the northern end of the studied area, demonstrated the most shoreline recession during the 25-year. storm event. This profile also exhibited the most volumetric losses of all the modeled profiles during the 50-year. storm event. The profiles at R-92, R-99 and R-102 have seawalls to protect the upland whereas the profile at R-96 does not.



**Figure 1 - R-92 Profile Changes**

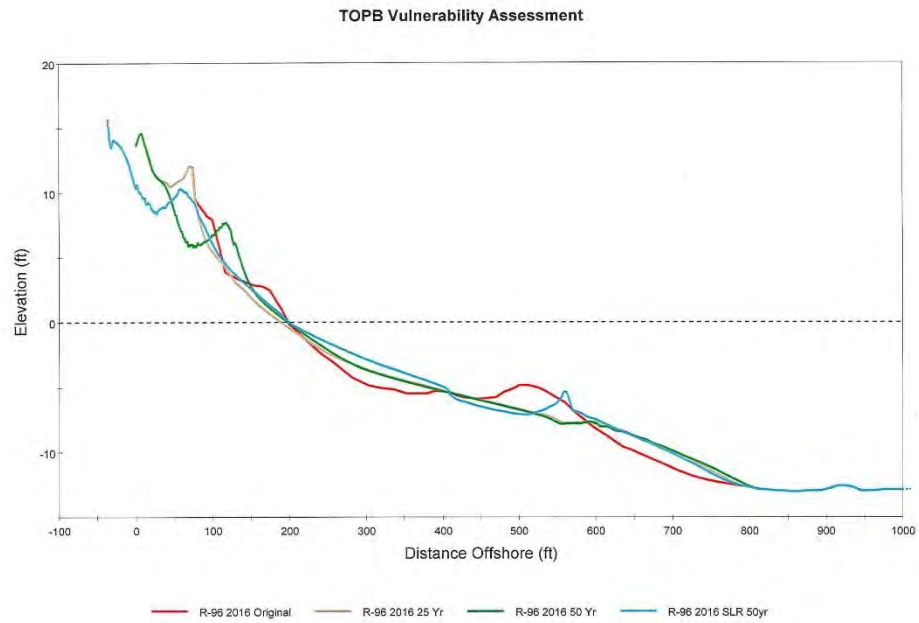


Figure 2 - R-96 Profile Changes

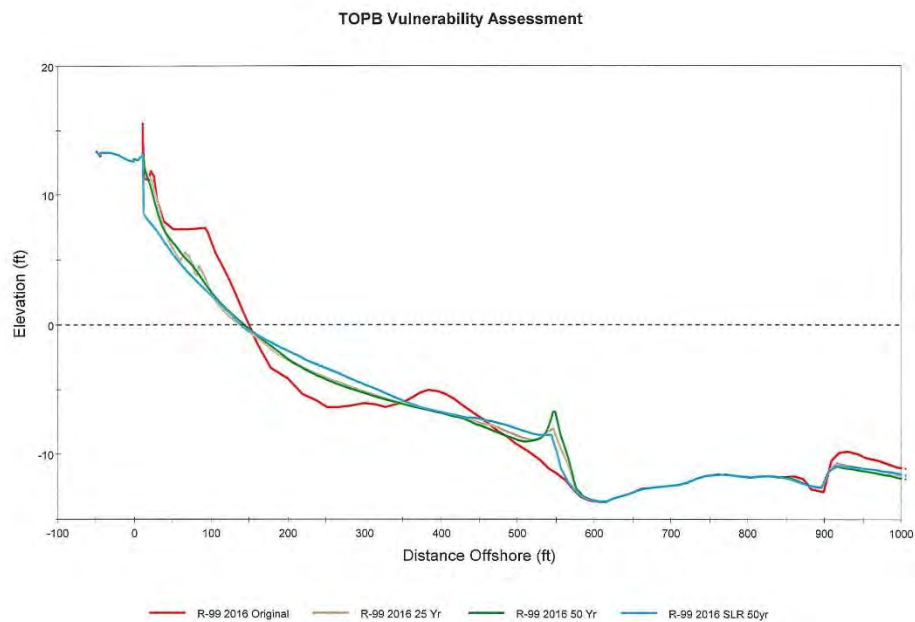


Figure 3 - R-99 Profile Changes

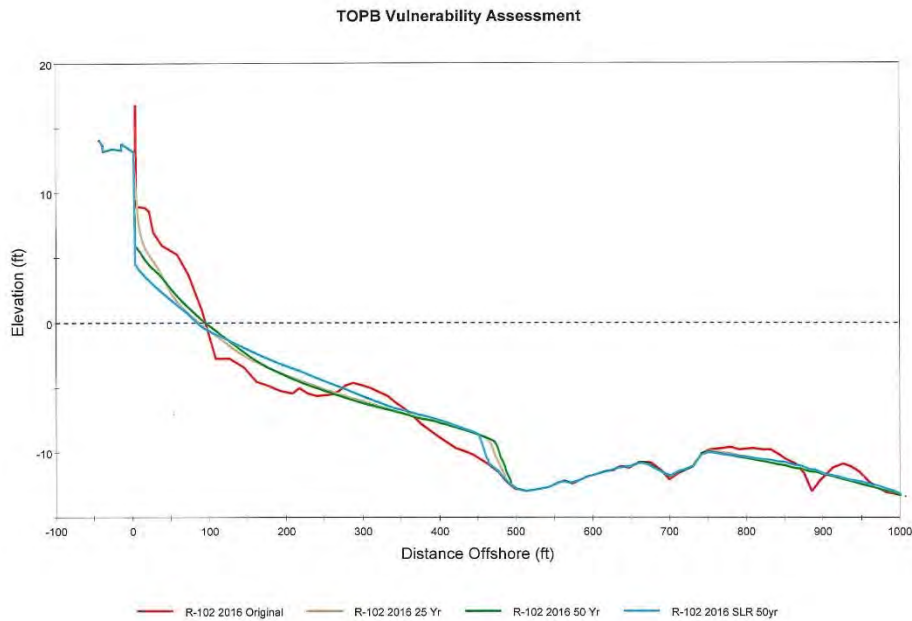


Figure 4. R-102 Profile Changes

### Sea Level Rise

Consideration of the increased storm induced impacts to the property related to Sea Level Rise (SLR) was incorporated into additional simulations. The Intergovernmental Panel on Climate Change (IPCC) Fifth Assessment Report includes ranges for projected global mean sea level rise associated with differing scenarios. An average increase of +3.0 ft./century was incorporated into the simulations which is consistent with the IPCC (high) estimates. Fifty years of the average SLR were applied to the simulated storm surge values for the 50-Year Storm and simulations were run comparing the base 50-Year Storm and the 50-Year Storm with SLR scenarios.

Allowing for SLR in the simulations resulted in increased recession across all profiles with the exception of R-96. This shoreline gained in width of, 3.7 ft., due to seaward movement of sand from the upper beach and dune. The average additional erosional losses associated with SLR was 3.2 ft. A similar pattern was observed, with R-92 experiencing greater volumetric losses than R-96, R-99, and R-102.

Table 3.  
Increase in losses due to SLR

| <b>50-YEAR STORM w/ SLR</b> |                      |                                |
|-----------------------------|----------------------|--------------------------------|
| PROFILE                     | SHORELINE LOSS (ft.) | ADDITIONAL VOLUME LOSS (CY/LF) |
| R-92                        | 3.0                  | 4.4                            |
| R-96                        | -3.7                 | 3.5                            |
| R-99                        | 3.5                  | 4.2                            |
| R-102                       | 10.2                 | 2.9                            |

### Conclusions

Simulations were performed for four profiles along the Town of Palm Beach. Return intervals of 25-Year and 50-Year storm events were modeled for each profile. Shoreline erosion and volumetric changes for the 25-Year and 50-Year events were assessed. The average volumetric losses along the four modeled profiles was 8.3 cubic yards per lineal ft. (yd.<sup>3</sup>/ft.) of shoreline for the 25-Year Storm event however erosion remained seaward of the dune feature or seawall. Volumetric losses averaged 9.0 yd.<sup>3</sup>/ft. for the 50-Year Storm.

The existing beach and dune/seawall system provided protection for all profiles (where present) for the 25-Year and 50-Year storm events.

In consideration of Sea Level Rise an increase of +3.0 ft./century was applied to the water level and storm surge data for the 50-Year storm. This value is consistent with The Intergovernmental Panel on Climate Change (IPCC) (high) estimates. The application of SLR to the 50-year storm event increased volumetric and shoreline positions losses with the exception of a slight positive shoreline increase at R-96.

The seawall system provided protection in the 50-Year storm event with SLR for three of the four considered profiles. The profile at R-96 relies on only the dune for protection and the model experienced extensive dune erosion and would likely impact N. Ocean Blvd. if this magnitude of SLR is realized and no further protection measures are undertaken.

### Attachment 3

#### Recommended Action







December 15, 2017

Rob Weber  
Coastal Program Manager  
Public Works Department  
P.O. Box 2029  
Palm Beach, FL 33480-2029

**RE: Work Proposal: Breakers/Clarke Avenue Numerical Modeling, Detailed Design  
Development and Phase 1 Permitting**

Dear Mr. Weber:

This letter is provided as a Work Proposal to develop a consensus based, comprehensive, detailed design to address ongoing erosion concerns within the Breakers/Clarke Avenue/Mid-Town Area (Reaches 3 and 4). This Work Order, when executed, shall be incorporated in and become an integral part of the Agreement for professional services between the Town of Palm Beach (TOWN), Florida and Applied Technology & Management, Inc. (CONSULTANT), hereafter referred to as the Agreement.

*This effort will be conducted on a Time and Materials Not to Exceed Basis at rates consistent with the CONSULTANT's General Services Agreement with the TOWN.*

**Introduction**

This effort is a continuation of a process that was initiated under a previous work order. Efforts to date have included extensive consultation with project stakeholders and the development of a consensus based conceptual approach. A total of six specific corrective actions are proposed to fully address the needs of this area. These are defined by the following actions:

**1. Breaker's Groin Field: Modify existing structures**

Modifications to the existing Breakers groin field are proposed to increase the potential for sand movement to the south. This will require strategic manipulation of the existing structures and a likely seaward



movement of a portion of the groin field. Wave protection to the upland property must be retained within the modified design.

*2. North Lauder Wall: Construct new structure*

A new structure at the north corner of the Lauder wall is proposed to facilitate movement of sand around the wall. Details of the structure are to be determined and the structure must be minimized in planform extent to address turtle concerns.

*3. South Lauder Wall: Construct new structure*

A new structure at the south corner of the Lauder wall is proposed to facilitate movement of sand around the wall. Details of the structure are to be determined and the structure must be minimized in planform extent to address turtle concerns. In addition, this structure must consider the influence on wave breaking relative to surfing at Clarke Avenue.

*4. South Clarke Boundary: Construct new structure*

A new structure in the vicinity of the north corner of the Ecclestone wall is proposed to retain additional sand volume at Clarke Avenue and facilitate movement of sand around the wall. Details of the structure are to be determined and the structure must be minimized in planform extent to address turtle concerns.

*5. Mid-Town Groin Field: Rehabilitate existing structures*

Rehabilitation of the existing groin field is proposed to increase sand retention and structure field performance.

*6. Mid-Town North Groins: Extend existing structures seaward*

Strategic extension of groins within the northern portion of the field is proposed to increase sand retention and better align the groin field with the offset associated with the Breakers/Clarke Avenue area.

While in concept implementation of these recommended actions will materially address the multiple issues within the area, further refinement of these approaches is required to advance the project. This Work Proposal delineates the tasks required to advance the design to a level of detail sufficient for project evaluation, costing and the initiation of project permitting.

Certain elements of the plan, most notably rehabilitation of the existing Mid-Town Groin Field (Task 5) may be advanced on an expedited schedule by the Town as a separate effort in parallel with this study. This study will need to consider such actions as they relate to the overall plan. The advancement of this study will be coordinated with any expedited project elements.



As with efforts conducted to date, it is assumed that the design will be advanced through a consensus based approach utilizing the existing body of work as a basis for additional efforts.

### **Design Approach**

This effort will focus on the development of a detailed design for all project elements based on comprehensive modeling and engineering analysis. Given the complexities of the area and the need to engage multiple stakeholders within the process, it is assumed that a Technical Advisory Committee (TAC) will be convened and engaged throughout the study. The TAC provides a forum for a consensus based development of project alternatives and evaluation. Formation of the TAC is typically conducted in conjunction with FDEP concurrence and participation. Additional seats on the TAC are allotted to technical representatives of relevant stakeholders under mutual agreement between the local sponsor and FDEP.

While it is acknowledged that considerable analysis and modeling has been conducted to date, additional modeling is warranted to establish the performance of all project elements as one cohesive system. Additional modeling efforts will include an expanded model domain which encompasses the area of influence of all project elements. In addition, this effort will include consideration of project performance over timeframes consistent with the area nourishment program.

Through regular engagement with the TAC project efforts will be vetted with project stakeholders and FDEP technical staff as the study progresses. This approach allows for incorporation of feedback into the study to ensure that the preferred project alternative is consistent with the expectations of all parties including FDEP technical staff. As such the work as proposed initiates the regulatory and permitting process.

### **Scope of Services**

The following is a description of the Scope of Services to be provided under this Work Proposal. The CONSULTANT shall provide the following services:

#### **Task 1 – Technical Advisory Committee (TAC) Coordination and Project Coordination**

Significant engagement with the TAC, the Town and key project stakeholders is proposed to encourage consensus throughout the study. The following subtasks are proposed to ensure stakeholder engagement:

##### **Task 1.1 Technical Advisory Committee (TAC) Coordination**

ATM will coordinate with the Town and FDEP staff in the formation of a Technical Advisory Committee (TAC) to review elements of the project study and provide relevant technical input. At a minimum, the TAC will be engaged at the following key project milestones:



1. Project Kickoff Meeting and Review of Proposed Study Elements
2. Review of Initial Model Development and Calibration
3. Review of Analytic Studies and Alternative Identification
4. Review of Initial Model Output and Alternative Refinement
5. Review of Alternatives and Study Conclusions

The above milestones may be combined if deemed appropriate by the TAC. Additional engagement with the TAC as a body or individual members is assumed on an as-needed basis. Meeting format will be at the discretion of the TAC and may include in-person, remote meetings or by conference call. It is assumed for the purposes of this proposal that Tac meetings will be held in South Florida with the option for remote participation by those unable to attend in person.

**Task 1.1 Deliverables:** A meeting summary will be prepared for each TAC meeting. ATM will prepare the summary and solicit review of the summary by the TAC. Meeting summaries for informal meetings may be prepared if relevant to the study.

#### **Task 1.2 Project Coordination**

Additional coordination beyond the TAC is proposed to allow for engagement with Town staff and relevant project stakeholders throughout the study process. Under this task, ATM will engage relevant parties on an as-needed basis. This may include specific meetings with parties, conference calls or presentations to the Shore Board, Town Commission, or other engagement as needed. Coordination will occur in consultation with and under the direction of Town staff.

**Task 1.2 Deliverables:** Meeting documentation will be prepared as appropriate and may include meeting summaries, status memoranda, PowerPoint presentations or other documentation as necessary.

#### **Task 2 – Alternatives Development and Modeling**

Under this task ATM will conduct engineering analysis and numerical modeling to quantify coastal processes within the study area. Specific sub-tasks include the following:

##### **Task 2.1 Analytic Screening of Alternatives**

ATM will conduct a review of the project area based on steady-state analytic methods and existing data and studies. The review will include consideration of geometric approaches to quantify beach dimension in relation to proposed structure modifications and new structures. The study will also include a review of the beach nourishment project template in regard to structure performance. Results from this sub-task will



be reviewed with the TAC and will provide the basis for the delineation of project alternatives for further consideration within the numerical modeling tasks.

**Task 2.1 Deliverables:** A summary memorandum and TAC presentation will be prepared. These will be included as an appendix to the modeling study report developed in Task 2.4.

### **Task 2.2 Wave Runup Modeling**

Based on work to date it has been established that a reduction in wave run-up is a critical design feature particularly with respect to the Breaker's groin field. Any modification of the structures in this area must ensure that the modified structures provide sufficient reduction in wave run-up to limit overtopping of the seawall and reduce the potential for impacts to upland structures. To date, no quantification of run-up has been conducted in this area. Under this task an assessment of wave overtopping will be conducted utilizing the Cornell Breaking Wave and Structures (COBRAS) model. The COBRAS model is a two-dimensional numerical model that solves the Reynolds Averaged, Navier-Stokes (RANS) 2DV equations, with a three dimensional nonlinear  $k-\epsilon$  turbulence model. The model is capable of quantifying non-linear run-up behavior, including wave-structure interactions. Calibration of the model will be based on available hindcast wave data and historic instances of significant wave run-up.

The model will be developed for four representative cross-sections based on available survey data. The model will be run for up to three wave scenarios. Model output consists of water surface elevations in time, including quantification of wave run-up in terms of volumetric flow rate. The model will be utilized to quantify wave run-up for existing and alternate groin cross-sections. This will allow for the assessment of wave run-up for scenarios in which modifications to the groin field structures are implemented. Model output will be reviewed with the TAC.

**Task 2.2 Deliverable:** A summary memorandum and TAC presentation will be prepared. These will be included as an appendix to the modeling study report developed in Task 2.4.

### **Task 2.3 Sediment Transport Modeling**

ATM will develop a sediment transport model to evaluate project area coastal processes and provide a basis for alternative evaluation. This study will utilize the Coastal Modeling System (CMS) modeling suite as the basis for the model. Modeling modules include wave transformation, nearshore transport and beach change (morphology) components. It is noted, that a CMS model was developed previously by others to evaluate this area. This study will where practicable utilize elements of this previous study, however, this model will be expanded to allow for evaluation of the entire study area over timeframes consistent with the



nourishment interval of the Mid-Town Nourishment Project. The study will be advanced in consultation with the TAC. Specific elements of the model will include:

1. Model domain: At a minimum, the model will extend from R-88 to R-102 to include all project elements
2. The model will consider timeframes consistent with the intended Mid-Town renourishment interval of 6 to 8 years. This will include consideration of performance throughout the project nourishment cycle.
3. The model will consider optimization of the Mid-Town Nourishment Project through the implementation of the 6 recommended actions. If appropriate, the model will consider modifications to the Mid-Town Nourishment Project template.
4. The model will also include potential implementation of the southern Mid-Town groin that has been previously permitted but to date has not been constructed.

**Task 2.3 Deliverable:** A summary memorandum and TAC presentation will be prepared. These will be included as an appendix to the modeling study report developed in Task 2.4.

#### **Task 2.4 Development of Modeling Report**

ATM will prepare a modeling report, which will include a summary of modeling tasks conducted under Sub-Tasks 2.1 through 2.3. The report will include relevant graphs, figures, tables and discussion regarding modeling and analysis tasks.

**Task 2.4 Deliverable:** ATM will prepare a draft modeling report document for review by Town staff. A final report will be prepared based on Town staff comments.

#### **Task 3 – Detailed Design of Preferred Alternative**

Elements of the preferred design will be developed under Task 2 efforts. Following identification of the preferred project alternative(s) additional effort will be implemented to advance the design to a level sufficient to support project permitting. The effort will include the following sub-tasks:

##### **Task 3.1 Development of Detailed Design**

ATM will advance the preferred alternative to a level of detail sufficient to quantify structure volumes and support project regulatory review. This will include development of engineering drawings of proposed structure modifications and additional structures.



**Task 3.1 Deliverable:** ATM will prepare signed and sealed engineering drawings of the preferred project design. ATM will prepare a memorandum summarizing design details.

### Task 3.2 Development of Project Costs

Based on the Sub-Task 3.1 Detailed Design, ATM will develop an engineering cost estimate sufficient to support project planning.

**Task 3.2 Deliverable:** ATM will prepare a memorandum summarizing probable means and methods of construction and itemized engineering cost estimate for each project phase.

### Compensation

This effort will be conducted on a Time and Materials Not to Exceed Basis for a total cost of **\$189,732**. A summary of costs by task is provided in Table 1 and are detailed further in the attached spreadsheet (Attachment A).

**Table 1**  
**Summary of Costs**

| Task Description and Breakdown |                                                                    | ATM Total Labor  | Internal Direct Expenses* | Total Task Budget |
|--------------------------------|--------------------------------------------------------------------|------------------|---------------------------|-------------------|
| <b>Task 1</b>                  | <b>Technical Advisory Committee (TAC) and Project Coordination</b> |                  |                           |                   |
| 1.1                            | Technical Advisory Committee (TAC) Coordination                    | \$10,870         | \$200                     | \$11,070          |
| 1.2                            | Project Coordination                                               | \$10,870         | \$200                     | \$11,070          |
| <b>Total Cost - Task 1</b>     |                                                                    | <b>\$21,740</b>  | <b>\$400</b>              | <b>\$22,140</b>   |
| <b>Task 2</b>                  | <b>Alternatives Development and Modeling</b>                       |                  |                           |                   |
| 2.1                            | Analytic Screening of Alternatives                                 | \$22,080         | \$100                     | \$22,180          |
| 2.2                            | Wave Run-up Modeling                                               | \$20,540         | \$100                     | \$20,640          |
| 2.3                            | Sediment Transport Modeling                                        | \$82,120         | \$1,000                   | \$83,120          |
| 2.4                            | Development of Modeling Report                                     | \$14,392         | \$200                     | \$14,592          |
| <b>Total Cost - Task 2</b>     |                                                                    | <b>\$139,132</b> | <b>\$1,400</b>            | <b>\$140,532</b>  |
| <b>Task 3</b>                  | <b>Detailed Design of Preferred Alternative</b>                    |                  |                           |                   |
| 3.1                            | Development of Detailed Design                                     | \$21,740         | \$100                     | \$21,840          |
| 3.2                            | Development of Project Costs                                       | \$5,120          | \$100                     | \$5,220           |
| <b>Total Cost - Task 3</b>     |                                                                    | <b>\$26,860</b>  | <b>\$200</b>              | <b>\$27,060</b>   |
| <b>Total Task Order Costs</b>  |                                                                    | <b>\$187,732</b> | <b>\$2,000</b>            | <b>\$189,732</b>  |

Note: \* Internal direct expenses include costs of reproduction and model related costs.



## Project Schedule

The following Project Milestone schedule is proposed though it is noted that the scheduling of TAC engagement will require coordination with multiple parties and is beyond the direct control of the CONSULTANT:

| Project Milestone                                             | Milestone Completion   |
|---------------------------------------------------------------|------------------------|
| Formation of Technical Advisory Committee (TAC)               | within 30 days of NTP  |
| Project Kickoff Meeting and Review of Proposed Study Elements | within 60 days of NTP  |
| Review of Initial Model Development and Calibration           | within 120 days of NTP |
| Review of Analytic Studies and Alternative Identification     | within 150 days of NTP |
| Review of Initial Model Output and Alternative Refinement     | within 240 days of NTP |
| Review of Alternatives and Study Conclusions                  | within 300 days of NTP |

Should you have any questions regarding this proposal, please feel free to contact me at your convenience.

Sincerely,

***Applied Technology & Management, Inc.***



Michael G. Jenkins, Ph.D., P.E.  
Coastal Engineering Principal



Legend:

1. Breaker's Groin Field: Modify existing structures
2. North Launder Wall: Construct new structure
3. South Launder Wall: Construct new structure
4. South Clarke Boundary: Construct new structure
5. Mid-Town Groin Field: Rehabilitate existing structures
6. Mid-Town North Groins: Extend existing structures seaward
- Baseline

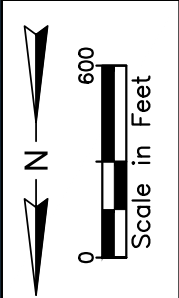
TOTAL : \$3,600,000

Order of Magnitude Cost

- \$1,500,000
- \$400,000
- \$400,000
- \$500,000
- \$550,000
- \$250,000

Note: Order of Magnitude Cost for construction based on current project conceptual plan. Costs may vary based on design development. Costs do not include additional costs for permitting, administration and other ancillary costs. Costs include structures only and do not include beach nourishment.

Note: DATE OF AERIAL PHOTOGRAPHY IS JULY 2017



ATLANTIC OCEAN

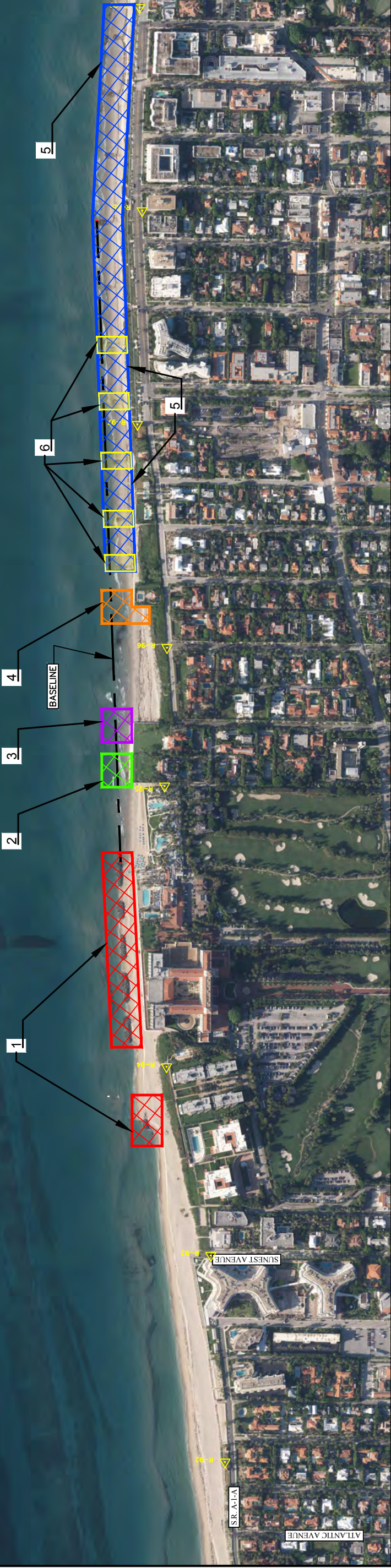


FIGURE NUMBER  
1



Applied Technology & Management, Inc.  
2047 Vista Parkway, Suite 201  
West Palm Beach, Florida 33411  
(561) 659-0041  
Certificate of Authorization #4669

RECOMMENDED ACTIONS &  
ORDER OF MAGNITUDE COST

Date of Aerial Photography: July 2017

Town of Palm Beach

|         |          |       |       |      |
|---------|----------|-------|-------|------|
| DESIGN  | DRWN     | CM    | JE    | CHKD |
|         |          |       |       |      |
| JOB     | CM       | MJ    | CHKD  |      |
| NUMBER  | DATE     | ISSUE | ISSUE |      |
| xx-xxxx | 06-28-17 |       |       |      |

|     |    |      |      |    |      |             |
|-----|----|------|------|----|------|-------------|
| REV | NO | DATE | DRWN | BY | CHKD | DESCRIPTION |
|     |    |      |      |    |      |             |
|     |    |      |      |    |      |             |
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# TOWN OF PALM BEACH

Information for Town Council Meeting on: January 9, 2018

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TO: Mayor and Town Council

VIA: Thomas G. Bradford, Town Manager

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

RE: Authorization for State Grant No. 18PB1  
Mid-Town Beach Nourishment Reimbursement  
**Resolution No. 04-2018**

DATE: December 19, 2017

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## **STAFF RECOMMENDATION**

Town staff recommends that Town Council approve Resolution No. 04-2018 authorizing the Mayor to sign Florida Department of Environmental Protection (FDEP) Agreement 18PB1 for State cost sharing participation in the amount of \$6,529,783 for reimbursement of the 2015 Mid-Town Beach Renourishment Project.

## **GENERAL INFORMATION**

Each year the Town provides a Local Government Funding Request (LGFR) to the FDEP for projects that are eligible for State cost sharing. The LGFR includes specific project details that are each assigned scores. The scores are tallied and the projects are ranked in competition with other statewide requested projects. Florida Legislature determines the size of the annual appropriation that is assigned to projects on the ranked list. The Mid-Town Beach Nourishment Project sufficiently scored on the ranked list to be included for reimbursement within the FY 2017-2018 approved state budget.

## **FUNDING/FISCAL IMPACT**

State funds will reimburse the Town \$6,529,783 for eligible costs associated with construction of the 2015 Mid-Town Beach Renourishment Project. State reimbursement funds are to be placed in the Town's Coastal Fund to either fund future coastal projects, or offset future account transfers.

## **TOWN ATTORNEY REVIEW**

This Resolution has been reviewed and approved by the Town Attorney for legal form and sufficiency. In addition, the Town's Attorney will review the FDEP contract and approve it for legal form and sufficiency prior to execution.

## Attachments

cc: Shore Protection Board  
Jane Struder, Director of Finance  
Robert Weber, Coastal Program Manager

**RESOLUTION NO. 04-2018**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING STATE GRANT OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CONTRACT NO. 18PB1, BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE TOWN OF PALM BEACH UNDER THE FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM, SPECIFICALLY REIMBURSEMENT FOR THE 2015 MID-TOWN BEACH NOURISHMENT PROJECT, IN THE AMOUNT OF \$6,529,783, AND AUTHORIZING THE MAYOR TO EXECUTE SAME ON BEHALF OF THE TOWN.

\* \* \* \* \*

WHEREAS, the Town of Palm Beach (Town) and the Florida Department of Environmental Protection (FDEP), have worked cooperatively by executing cost-sharing agreements related to implementing the Town's Comprehensive Coastal Management Plan; and

WHEREAS, the FDEP has agreed to a cost-share on eligible project elements related to the Mid-Town Beach Nourishment Project.

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

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

Section 2. The Town Council hereby authorizes the attached State of Florida Department of Environmental Protection (FDEP) Contract No. 18PB1, to reimburse the Town with eligible costs associated with construction of the 2015 Mid-Town Beach Nourishment Project in the amount of \$6,529,783.

Section 3. The Mayor is hereby authorized to execute FDEP Contract No. 18PB1, on behalf of the Town.

Section 5. This Resolution shall be provided to the FDEP, at 3900 Commonwealth Blvd., Mail Station 3601, Tallahassee, Florida 32399-3000, in accompaniment with an executed original of FDEP Contract No. 18PB1.

PASSED AND ADOPTED in a regular adjourned session of Town Council of the Town of Palm Beach this 9th day of January 2018.

\_\_\_\_\_  
Gail L. Coniglio, Mayor

\_\_\_\_\_  
Richard M. Kleid, Town Council President

\_\_\_\_\_  
Danielle H. Moore, Council President Pro Tem

\_\_\_\_\_  
Julie Araskog, Town Council Member

ATTEST:

\_\_\_\_\_  
Bobbie Lindsay, Town Council Member

\_\_\_\_\_  
Kathleen Dominguez, Town Clerk

\_\_\_\_\_  
Margaret A. Zeidman, Town Council Member

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project) Agreement Number

2. Parties **State of Florida Department of Environmental Protection**  
**3900 Commonwealth Boulevard**  
**Tallahassee, Florida 32399-3000** (Department)

Grantee Name: Entity Type:

Grantee Address: FEID: (Grantee)

3. Agreement Begin Date: Date of Expiration:

4. Project Number: Project Location(s):  
(If different from Agreement Number)

Project Description:

| 5. Total Amount of Funding: | Funding Source?                                                 | Award #s or Line Item Appropriations: | Amount per Source(s): |
|-----------------------------|-----------------------------------------------------------------|---------------------------------------|-----------------------|
|                             | <input type="checkbox"/> State <input type="checkbox"/> Federal |                                       |                       |
|                             | <input type="checkbox"/> State <input type="checkbox"/> Federal |                                       |                       |
|                             | <input type="checkbox"/> State <input type="checkbox"/> Federal |                                       |                       |

|                                                                                                                           |                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| 6. Department's Grant Manager<br>Name: _____<br>or successor<br>Address: _____<br>MS 3601<br>Phone: _____<br>Email: _____ | Grantee's Grant Manager<br>Name: _____<br>or successor<br>Address: _____<br>Phone: _____<br>Email: _____ |
|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

|                                                                                                          |
|----------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements |
| <input type="checkbox"/> Attachment 2: Special Terms and Conditions                                      |
| <input type="checkbox"/> Attachment 3:                                                                   |
| <input type="checkbox"/> Attachment 4: Public Records Requirements                                       |
| <input type="checkbox"/> Attachment 5: Special Audit Requirements                                        |
| <input type="checkbox"/> Attachment 6: Program-Specific Requirements                                     |
| <input type="checkbox"/> Attachment 7: Grant Award Terms (Federal)                                       |
| <input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)                           |
| <input type="checkbox"/> Additional Attachments (if necessary):                                          |
| <input type="checkbox"/> Exhibit A: Progress Report Form                                                 |
| <input type="checkbox"/> Exhibit B: Disclosure of Lobbying Activities (Federal)                          |
| <input type="checkbox"/> Exhibit C: DEP Property Reporting Form                                          |
| <input type="checkbox"/> Exhibit D: Payment Request Summary Form                                         |
| <input type="checkbox"/> Exhibit E: Quality Assurance Requirements                                       |
| <input type="checkbox"/> Exhibit F: Advance Payment Terms and Interest Earned Memo                       |
| <input type="checkbox"/> Additional Exhibits (if necessary):                                             |

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

|                                                  |                                                           |
|--------------------------------------------------|-----------------------------------------------------------|
| Federal Award Identification Number(s) (FAIN):   |                                                           |
| Federal Award Date to Department:                |                                                           |
| Total Federal Funds Obligated by this Agreement: |                                                           |
| Federal Awarding Agency:                         |                                                           |
| Award R&D?                                       | <input type="checkbox"/> Yes <input type="checkbox"/> N/A |

**IN WITNESS WHEREOF, this Agreement is being executed by the Parties and is effective on the date in the Agreement Begin Date above or the last date signed below, whichever is later.**

9.

**GRANTEE**

Grantee Name

By

*(Authorized Signature)*

Date Signed

Print Name and Title of Person Signing

10.

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By

Secretary or Designee

Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

---

DWRA Additional Signatures

---

---

DEP Grant Manager

---

DEP QC Reviewer

---

Local Sponsor may add additional signatures if needed below.

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**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any preprinted terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions between the documents that make up the Agreement, the order of precedence for the documents is as follows:
  - i. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - ii. Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication between the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount; a change in the Grantee's match requirements; a change in the expiration date of the Agreement; and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed ten percent (10%) of the total budget as last approved by the Department. A change order to this Agreement may be used when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than ten percent (10%) of the total budget as last approved by the Department, or without limitation to changes to approved fund transfers between budget categories for the purchases of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to the Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

**Attachment 1**

## **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by the Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time whether the services or qualifications offered by the Grantee meet the Agreement requirements. Notwithstanding any provisions to the contrary, written acceptance of a particular deliverable/minimum requirement does not foreclose the Department's remedies in the event those performance standards that cannot be readily measured at the time of delivery are not met.

## **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by the Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at the Grantee's expense. If the Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to the Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at the Grantee's sole expense. The Grantee shall only invoice the Department for deliverables that are completed in accordance with the Grant Work Plan. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to the Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which the Grantee may remedy the objections noted by the Department. The Grantee's failure to make adequate or acceptable said deliverables after a reasonable opportunity to do so may constitute an event of default.

## **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. These consequences for nonperformance shall not be considered penalties.
- b. Corrective Action Plan. If the Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, the Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. The Department shall provide the Grantee with a written request for a CAP that specifies the outstanding deficiencies. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) calendar days of the date of the written request from the Department. The CAP shall be sent to the Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
  - ii. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
  - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

## **8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by the Department, the Department agrees to pay the Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.). To obtain the applicable interest rate, please refer to:  
<http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- b. Taxes. The Department is exempted from payment of State sales and use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by the Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with the Department. The Grantee shall not use the Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of the Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on **Exhibit D, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by the Department pursuant to the Grant Work Plan shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
- f. Interim Payments. Interim payments may be made by the Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by the Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the completion date of the Agreement.
- h. Annual Appropriation Contingency. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration.

## **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If the Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest shall be charged on

the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, the Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
  - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for the Grantee's direct purchase of equipment is subject to specific approval of the Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Property Reporting Form.
  - f. Rental/Lease of Equipment – Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
  - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of the Grantee's contract obligations to its subcontractor, the Department shall not reimburse any of the following types of charges: cell phone usage, attorney's fees or court costs, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.
  - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, the Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### 10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on **Exhibit A, Progress Report Form**, to the Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) calendar days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by the Grantee within thirty (30) days.

## 11. Retainage.

The following provisions apply if the Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement to a maximum percentage described in the Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. The Department reserves the right to withhold payment of retainage for Grantee's failure to respond to or correct identified deficiencies within the timeframe stipulated in the Grant Work Plan. The Department shall provide written notification to Grantee of identified deficiencies and the Department's intent to withhold retainage. Grantee's failure to rectify the identified deficiency within the timeframe stated in the Department's notice will result in forfeiture of retainage by Grantee.
- c. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment for the work and the retainage called for under the entire Grant Work Plan. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.
- d. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- e. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

## 12. Insurance.

- a. Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:
  - i. Commercial General Liability Insurance.  
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$200,000 each individual's claim and \$300,000 each occurrence.
  - ii. Workers' Compensation and Employer's Liability Coverage.  
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S., and employer's liability insurance with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Agreement.
  - iii. Commercial Automobile Insurance.  
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department of Environmental Protection, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

|           |                                                                                      |
|-----------|--------------------------------------------------------------------------------------|
| \$300,000 | Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable |
| \$300,000 | Hired and Non-owned Automobile Liability Coverage                                    |
  - iv. Other Insurance.  
Additional insurance may be required by federal law, where applicable, if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbor Worker's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.
- b. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as

described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

- c. Exceptions to Additional Insured Requirements. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured. Further, notwithstanding the requirements above, if Grantee is self-insured, then the Department of Environmental Protection, its employees, and officers do not need to be listed as additional insureds.
- d. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- e. Proof of Insurance. Upon execution of this Agreement, the Grantee shall provide the Department documentation demonstrating the existence and amount for each type of applicable insurance coverage **prior to** performance of any work under this Agreement. Upon receipt of written request from the Department, the Grantee shall furnish the Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- f. Failure to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, the Grantee shall immediately notify the Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) calendar days after the cancellation of coverage.

### **13. Termination.**

- a. Termination for Convenience. The Department may terminate the Agreement in whole or in part by giving 30 days' written notice to the Grantee, when the Department determines, in its sole discretion, that it is in the State's interest to do so. The Department shall notify the Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee shall not furnish any service or deliverable after it receives the notice of termination, unless otherwise instructed in the notice. The Grantee shall not be entitled to recover any cancellation charges or lost profits. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described below occur or in the event that the Grantee fails to fulfill any of its other obligations under this Agreement. The Grantee shall continue work on any portion of the Agreement not terminated. If, after termination, it is determined that the Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Department. The rights and remedies of the Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination, and except as otherwise directed by the Department, the Grantee shall stop performing services on the date, and to the extent specified, in the notice.

### **14. Notice of Default.**

If the Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, without limitation, any of the events of default listed below, the Department shall provide notice to the Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, the Grantee will be found in default, and the Department may terminate the Agreement effective as of the date of receipt of the default notice.

### **15. Events of Default.**

Provided such failure is not the fault of the Department or outside the reasonable control of the Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by the Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding.

- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information.
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and the like furnishing labor or materials, or failure to make payment to any other entities as required herein in connection with the Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement; and
- i. One or more of the following circumstances, uncorrected for more than 30 calendar days unless, within the specified 30-day period, the Grantee (including its receiver or trustee in bankruptcy) provides to the Department adequate assurances, reasonably acceptable to the Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by the Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of the Grantee's business or property; and/or
  - iv. An action by the Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide the Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, the Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle the Grantee to any additional compensation.

#### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Grantee. In case of any delay the Grantee believes is excusable, the Grantee shall notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if the Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date the Grantee first had reason to believe that a delay could result.

**THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Grantee shall perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Department, in which case the Department may (1) accept allocated performance or deliveries from the Grantee, provided that the Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by the Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate the Agreement in whole or in part.

#### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that the Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of the Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon the Department giving the Grantee (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by the Department in any legal action without the Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. – b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require the Department to hold harmless or indemnify the Grantee, insure or assume liability for the Grantee's negligence, waive the Department's sovereign immunity under the laws of Florida, or otherwise impose liability on the Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

#### **19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

#### **20. Remedies.**

Nothing in this Agreement shall be construed to make the Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit the Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it at law or in equity and upon notice to the Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

#### **21. Waiver.**

The delay or failure by the Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of the Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

#### **22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Notification.** The Grantee shall notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Scrutinized Companies.**

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**25. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between the Grantee and the State, the Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

**26. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of the Department's Inspector General, or other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

## 27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its Subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
  - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in **Attachment 5, Special Audit Requirements**. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If the Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, the Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, the Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) calendar days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department.

## 28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**29. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of the Department.

**30. Subcontracting.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by the Grantee and may not be subcontracted or assigned without the prior written consent of the Department.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to the Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve the Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny the Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of the Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for the Grantee to meet the required delivery schedule.

**31. Guarantee of Parent Company.**

If the Grantee is a subsidiary of another corporation or other business entity, the Grantee asserts that its parent company will guarantee all of the obligations of the Grantee for purposes of fulfilling the obligations of the Agreement. In the event the Grantee is sold during the period the Agreement is in effect, the Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of the Grantee.

**32. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**33. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of the Grantee, its agents, servants, and employees, nor shall the Grantee disclaim its own negligence to the Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If the Department consents to a subcontract, the Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**34. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**35. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**36. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of the Department. In the event of any assignment, the Grantee remains secondarily liable for performance of the Agreement, unless the Department

expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to the Grantee of its intent to do so.

**37. Prohibited Local Government Construction Preferences.**

Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent (50%) or more of the cost will be paid from state-appropriated funds that have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
- iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

For any competitive solicitation that meets the criteria of this section, a state college, county, municipality, school district, or other political subdivision of the state shall disclose in the solicitation document that any applicable local ordinance or regulation does not include any preference that is prohibited by this section.

**38. Prohibited Governmental Actions for Public Works Projects.**

Pursuant to Section 255.0992, F.S., state and political subdivisions that contract for public works projects are prohibited from imposing restrictive conditions on certain contractors, subcontractors, or material suppliers and prohibited from restricting qualified bidders from submitting bids.

- a. "Political subdivision" means separate agency or unit of local government created or established by law or ordinance and the officers thereof. The term includes, but is not limited to, a county; a city, town, or other municipality; or a department, commission, authority, school district, taxing district, water management district, board, public corporation, institution of higher education, or other public agency or body thereof authorized to expend public funds for construction, maintenance, repair or improvement of public works.
- b. "Public works project" means an activity of which fifty percent (50%) or more of the cost will be paid from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of construction, maintenance, repair, renovation, remodeling or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.
- c. Except as required by federal or state law, the state or political subdivision that contracts for a public works project may not require that a contractor, subcontractor or material supplier or carrier engaged in such project:
  - i. Pay employees a predetermined amount of wages or prescribe any wage rate;
  - ii. Provide employees a specified type, amount, or rate of employee benefits;
  - iii. Control, limit, or expand staffing; or
  - iv. Recruit, train, or hire employees from designated, restricted, or single source.
- d. For any competitive solicitation that meets the criteria of this section, the state or political subdivision that contracts for a public works project may not prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work who is qualified, licensed, or certified as required by state law to perform such work from submitting a bid on the public works project, except for those vendors listed under Section 287.133 and Section 287.134, F.S.
- e. Contracts executed under Chapter 337, F.S. are exempt from these prohibitions.

**39. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT AGREEMENT  
SPECIAL TERMS AND CONDITIONS  
AGREEMENT No. 18PB1  
ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is Mid-Town Beach Nourishment Project. The Project is defined in more detail in the Attachment 3, Grant Work Plan.

**2. Duration.**

a. Reimbursement Period.

The reimbursement period for this Agreement begins on June 6, 2014 and ends at the expiration of the Agreement.

b. Extensions. There are extensions available for this Project.

c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**

a. Compensation. This is a cost reimbursement agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.

b. Invoicing. Invoicing will occur as indicated in Attachment 3.

c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Costs Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

| <u>Reimbursement</u>                | <u>Match</u>             | <u>Category</u>                                                                                 |
|-------------------------------------|--------------------------|-------------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | <input type="checkbox"/> | Salaries/Wages                                                                                  |
|                                     |                          | Overhead/Indirect/General and Administrative Costs:                                             |
| <input type="checkbox"/>            | <input type="checkbox"/> | a. Fringe Benefits, N/A.                                                                        |
| <input type="checkbox"/>            | <input type="checkbox"/> | b. Indirect Costs, for actual costs not to exceed the budget amount identified in Attachment 3. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contractual (Subcontractors)                                                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Travel                                                                                          |
| <input type="checkbox"/>            | <input type="checkbox"/> | Equipment                                                                                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Rental/Lease of Equipment                                                                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Miscellaneous/Other Expenses                                                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Land Acquisition                                                                                |

No Equipment purchases shall be funded under this Agreement.

There will be no Land Acquisitions funded under this Agreement.

**5. Match Requirements.**

See Attachment 3, Grant Work Plan.

**6. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

## **7. Additional Lobbying Requirements for Federally-Funded Agreements**

This Agreement is not federally funded.

## **8. Miscellaneous Contract Terms.**

### **a. Retainage.**

Retainage is permitted under this agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

### **b. Subcontracting.**

The Grantee may subcontract work under this Agreement without the prior written consent of the Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

### **c. State-owned land.**

Special Terms for Projects on State-Owned Land. The Board of Trustees of the Internal Improvement Trust Fund must be listed as additional insured to general liability insurance required by the Agreement and, if the Grantee is a non-governmental entity, indemnified by the Grantee.

### **d. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

## **9. Additional Terms.**

None.

*Any terms added here must be approved by the Office of General Counsel.*

### **ATTACHMENT 3 GRANT WORK PLAN**

**PROJECT TITLE:** Mid-Town Beach Nourishment Project.

**PROJECT LOCATION:** The Project is located between Department of Environmental Protection (Department/DEP) reference monuments R89 and R102 along the Atlantic Ocean in the Town of Palm Beach in Palm Beach County, Florida, as specified in the Department-approved scope of work or Strategic Beach Management Plan.

**PROJECT BACKGROUND:** The Project was restored in 1995 from R95 to R100, and included construction of eleven groins which were completed in 1996. In 2003, nourishment was completed for an extended shoreline length between R90.4 to R101.4. The project was nourished using FEMA funds in 2006 in response to the 2004-05 hurricane seasons, and again in FY 2010-11 to repair dune damages sustained during Tropical Storm Fay. Following the 2006 nourishment, construction of an artificial reef was required to mitigate for secondary impacts due to sand burial of nearshore hardbottom. For the next nourishment, completed in April 2015, the Project template was extended from R89 to R102, and the project volume density was reduced in an effort to minimize impacts to offshore resources.

**PROJECT DESCRIPTION:** The Agreement includes tasks associated with the 2015 nourishment of the Mid-Town Beach Nourishment Project, including construction and post-construction monitoring required in the Beach Management Agreement (BMA) permit.

**PROJECT ELIGIBILITY:** The Department has determined that 81.90 percent of the non-federal Project cost is eligible for state cost sharing. Therefore, the Department's financial obligation shall not exceed the sum of \$6,529,783 for this Project or up to 40.95 percent of the non-federal Project cost, if applicable, for the specific eligible Project items listed, whichever is less. Any indicated federal cost sharing percentage is an estimate and shall not affect the cost sharing percentages of the non-federal share.

The Grantee will be responsible for auditing all travel reimbursement expenses based on the travel limits established in Section 112.061, F.S.

Pursuant to Sections 161.091 - 161.161, Florida Statutes (F.S.), the Department provides financial assistance to eligible governmental entities for beach erosion control and inlet management activities under the Florida Beach Management Funding Assistance Program; and

Pursuant to 62B-36.005(1)(d), Florida Administrative Code (F.A.C.), the Grantee has resolved to support and serve as local sponsor, has demonstrated a financial commitment, and has demonstrated the ability to perform the tasks associated with the beach erosion control project as described herein.

The Project shall be conducted in accordance with the terms and conditions set forth under this Agreement, all applicable Department permits and the eligible Project task items established below. All data collection and processing, and the resulting product deliverables, shall comply with the standards and technical specifications contained in the Department's Monitoring Standards for Beach Erosion Control Projects (2014) and all associated state and federal permits, unless otherwise specified in the approved Scope of Work for an eligible Project item. The monitoring standards may be found at:

<http://www.dep.state.fl.us/beaches/publications/pdf/PhysicalMonitoringStandards.pdf>.

One (1) electronic copy of all written reports developed under this Agreement shall be forwarded to the Department, unless otherwise specified.

#### Acronyms:

BMA – Beach Management Agreement  
DEP or FDEP – Florida Department of Environmental Protection  
JCP – Joint Coastal Permit

#### **TASKS and DELIVERABLES:**

For tasks as specified in this workplan, the Local Sponsor shall develop a detailed Scope of Work, which shall include a narrative description of each task, a corresponding detailed budget for each deliverable under that task and a schedule for completion of each task and deliverable. Each Scope of Work shall be approved by the Department as to content, work, and schedule prior to incorporating into Attachment 3, as an amendment or change order to this Agreement.

#### **Task: Construction**

**Task Description:** This task includes work performed and costs incurred associated with the placement of fill material and/or the construction of erosion control structures within the Project area. The task includes work associated with eligible beach restoration construction associated with the Project such as those costs approved through bids and construction-phase engineering and monitoring services. Eligible costs may include mobilization, demobilization, construction observation or inspection services, beach fill, tilling and scarp removal, erosion control structures, dune stabilization measures and native beach-dune vegetation. Construction shall be conducted in accordance with any and all State or Federal permits. The Local Sponsor will submit a construction activity package for task work completed during the period.

**Deliverable C1:** Construction completed to date as described in this task, as evidenced by these deliverables: 1) Signed acceptance and brief description of the completed work by the Grantee; 2) Written verification that the Grantee has received record drawings and any required final inspection report(s) for the project (as applicable); and 3) Signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the construction contract documents, or indicating that construction completed by the end of the funding has been completed in accordance with the construction contract documents (as applicable).

**Performance Standard:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

**Payment Request Schedule:** The deliverables must be submitted and accepted prior to each payment request and may be submitted no more frequently than monthly.

#### **Task: Monitoring**

State and federal monitoring required by permit is eligible for reimbursement pursuant to program statute and rule. In order to comply with Florida Auditor General report 2014-064 regarding conflicts of interest and to be consistent with Section 287.057(17)(a)(1), F.S., all monitoring data and statistical analysis must be provided directly and concurrently from the monitor to the Department/Local Sponsor permittee/engineering consultant. The Local Sponsor's engineering consultant must provide an adequate mitigation plan, consistent with section. 287.057(17)(a)(1), F.S., including a description of organizational, physical, and electronic barriers to be used by the Local Sponsor's engineering consultant, that addresses conflicts of interest when contracting multi-disciplinary firms for Project engineering and post-construction environmental monitoring services, or when the Project engineering consultant firm subcontracts for post-construction environmental monitoring. Environmental monitoring includes hardbottom, seagrass, and mangrove resources. Department approval of the mitigation plan will be required prior to execution of this Agreement. If at any time the Local Sponsor and/or its engineering consultant fails to comply with this

provision, the Local Sponsor agrees to reimburse the Department all funds provided by the Department associated with environmental monitoring for the Project listed.

**Task Description:** This task includes a monitoring program conducted in accordance with the requirements specified in any and all permits issued by State or Federal agencies. A monitoring scope of work must be developed in a manner which will coordinate the monitoring activities associated with current shoreline stabilization projects located within or adjacent to the Project area and with the Department's Regional Coastal Monitoring Program. All data and analysis will be presented in a Department-approved format per the scope of work

**Deliverable M1:** The deliverable is pending submittal of a scope of work to the Department and will not be reimbursed until the completion of an amendment or change order to this agreement.

**Performance Standard:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description.

**Additional Financial Consequences:** Costs for any monitoring that is not completed as outlined in the State permit (JCP #0328802-002-BMA) will not be eligible for reimbursement.

**Payment Request Schedule:** The deliverables must be submitted and accepted prior to each payment request and may be submitted no more frequently than monthly.

#### Estimated Eligible Project Cost

| Eligible Project Tasks     | State Cost Share (%) | Federal Estimated Project Costs | DEP                   | Local                 | Total                  |
|----------------------------|----------------------|---------------------------------|-----------------------|-----------------------|------------------------|
| Construction               | 40.95%               |                                 | \$6,494,363.00        | \$9,364,887.00        | \$15,859,250.00        |
|                            |                      |                                 |                       |                       |                        |
| Monitoring                 | 40.95%               |                                 | \$35,420.00           | \$51,076.00           | \$86,496.00            |
|                            |                      |                                 |                       |                       |                        |
| <b>TOTAL PROJECT COSTS</b> |                      |                                 | <b>\$6,529,783.00</b> | <b>\$9,415,963.00</b> | <b>\$15,945,746.00</b> |

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task end date.

| Task No.      | Task Title   | Budget Category      | Budget Amount | Task Start Date | Task End Date | Deliverable Due Date |
|---------------|--------------|----------------------|---------------|-----------------|---------------|----------------------|
| 1             | Construction | Contractual Services | \$6,494,363   | 06/06/2014      | 06/06/2018    | 06/06/2018           |
| 2             | Monitoring   | Contractual Services | \$35,420      | 01/01/2015      | 06/30/2019    | 06/30/2019           |
| <b>Total:</b> |              |                      | \$6,529,783   |                 |               |                      |

## FUNDING ELIGIBILITY

The Local Sponsor agrees to maintain the public beach access sites and public parking spaces or other eligible units, as identified in **this Attachment (Funding Eligibility)** for public beach use throughout the life of the Project as established under this Agreement. Pursuant to 62B-36.003(4), F.A.C, the life of the Project is defined as ten (10) years following the completion of each construction event commencing upon execution of this Agreement. If at any time the Local Sponsor fails to maintain the public beach access sites and public parking or eligibility units the Local Sponsor agrees to reimburse the Department all funds provided by the Department associated with any beach access site and/or parking spaces or eligibility units which are no longer available to the public for a 10-year period. All public parking must be clearly signed or otherwise designated as public beach access parking.

Project Boundary: PB R89 to PB R102.

Approximate Shoreline Length: 14,900 FEET

### Public Access

| Location/Name            | R- Mon        | Type of Access | Width of Access/ Frontage | Total public units or parking spaces | Additional width from eligibility units | Eligible shoreline (feet) |
|--------------------------|---------------|----------------|---------------------------|--------------------------------------|-----------------------------------------|---------------------------|
| Wells Road               | PB R91        | Secondary      | 50                        | 15                                   | 792                                     | 842                       |
| Dunbar Road              | PB R91        | Secondary      | 50                        | 9                                    | 475.2                                   | 525.2                     |
| Atlantic Road            | PB R91        | Secondary      | 30                        | 32                                   | 1544.8                                  | 1574.8                    |
| Sunset Avenue            | PB R93        | Secondary      | 48                        | 8                                    | 422.4                                   | 470.4                     |
| Breakers                 | PB R94 to R95 | Hotel          | 1405                      |                                      |                                         | 1405                      |
| Mid-Town Municipal Beach | PB R97 to R99 | Primary        | 2716                      | 100+                                 | 4670                                    | 7386                      |
| Total                    |               |                |                           |                                      |                                         | 12203.4                   |

Total eligible shoreline length: 12,203.4 FEET

Total project shoreline length: 14,900 FEET

Percent eligible for State funding: 81.90 PERCENT

State Cost Share: 40.95 PERCENT

## DEPARTMENT OF ENVIRONMENTAL PROTECTION

### Public Records Requirements

#### Attachment 4

##### 1. Public Records

- a. If the Agreement exceeds \$35,000.00, and if the Grantee is acting on behalf of the Department in its performance of services under the Agreement, the Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if the Grantee refuses to allow public access to Public Records as required by law.

##### 2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If the Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to the Department.
- e. Upon completion of the contract, transfer, at no cost, to the Department all Public Records in possession of the contractor or keep and maintain Public Records required by the Department to perform the service. If the contractor transfers all Public Records to the Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department’s custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE**

**CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF  
PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118

**Email:** [public.services@dep.state.fl.us](mailto:public.services@dep.state.fl.us)

**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public  
Services

**Public Records Request**

**3900 Commonwealth Boulevard, MS 49**

**Tallahassee, Florida 32399**

## ATTACHMENT 5

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

**Attachment 5**

3 of 5

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

## **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

| Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: |                |             |            |                   |                              |
|-------------------------------------------------------------------------------------------------|----------------|-------------|------------|-------------------|------------------------------|
| Federal Program Number                                                                          | Federal Agency | CFDA Number | CFDA Title | Funding Amount \$ | State Appropriation Category |
|                                                                                                 |                |             |            |                   |                              |
|                                                                                                 |                |             |            |                   |                              |
|                                                                                                 |                |             |            |                   |                              |

| State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs: |                |      |            |                |                              |
|---------------------------------------------------------------------------------------------------------------------------------------|----------------|------|------------|----------------|------------------------------|
| Federal Program Number                                                                                                                | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
|                                                                                                                                       |                |      |            |                |                              |
|                                                                                                                                       |                |      |            |                |                              |
|                                                                                                                                       |                |      |            |                |                              |

| State Program Number | Funding Source                                    | State Fiscal Year | CSFA Number | CSFA Title or Funding Source Description    | Funding Amount | State Appropriation Category |
|----------------------|---------------------------------------------------|-------------------|-------------|---------------------------------------------|----------------|------------------------------|
| Original Agreement   | Land Acquisition Trust Fund, GAA Line Item # 1609 | 2017-2018         | 37.003      | Beach Management Funding Assistance Program | \$6,490,493    | 140126                       |
| Original Agreement   | General Revenue, GAA Line Item # 1609             | 2017-2018         | 37.003      | Beach Management Funding Assistance Program | \$39,290       | 140126                       |

|             |             |  |
|-------------|-------------|--|
| Total Award | \$6,529,783 |  |
|-------------|-------------|--|

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfd.gov](https://www.cfd.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

## EXHIBIT D

### FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM REQUEST FOR PAYMENT – PART I

#### PAYMENT SUMMARY

**Name of Project:** Mid Town Beach Nourishment Project

**Local Sponsor:** Town of Palm Beach

**DEP Agreement Number:** 18PB1

**Remittance Address:** \_\_\_\_\_

**Billing Number:** \_\_\_\_\_

Billing Type: ☐ Interim Billing ☐ Final Billing

#### Costs Incurred This Payment Request:

| Federal Share* | State Share | Local Share | Total    |
|----------------|-------------|-------------|----------|
| \$ _____       | \$ _____    | \$ _____    | \$ _____ |

\*if applicable

#### Cost Summary:

State Funds Obligated  
\$ \_\_\_\_\_

Local Funds Obligated  
\$ \_\_\_\_\_

Less Advance Pay  
\$ \_\_\_\_\_

Less Advance Pay  
\$ \_\_\_\_\_

Less Previous Payment  
\$ \_\_\_\_\_

Less Previous Credits  
\$ \_\_\_\_\_

Less Previous Retained  
\$ \_\_\_\_\_

Less This Credit  
\$ \_\_\_\_\_

Less This Payment  
\$ \_\_\_\_\_

Local Funds Remaining  
\$ \_\_\_\_\_

Less This Retainage (10%)  
\$ \_\_\_\_\_

State Funds Remaining  
\$ \_\_\_\_\_

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT – PART II**

Name of Project: \_\_\_\_\_ Billing Period (1): \_\_\_\_\_  
 Billing Number: \_\_\_\_\_ Person Completing Form & Telephone Number (2): \_\_\_\_\_  
 DEP Agreement Number: \_\_\_\_\_

**REIMBURSEMENT DETAIL**

| Item #        | Vendor Name | Invoice Number | Invoice Date | Check Number | Task/Deliverable Number (3) | Invoice Amount(4) | Eligible Cost (5) | % Fed Share (6) | Federal Share of Invoice Amount (7)** | Non-Federal Share (8) | % State Share (9) | State Share (10) | Local Share (11) | Retainage Payment (12) | Withheld Retainage (13) | State Payment (14) |
|---------------|-------------|----------------|--------------|--------------|-----------------------------|-------------------|-------------------|-----------------|---------------------------------------|-----------------------|-------------------|------------------|------------------|------------------------|-------------------------|--------------------|
|               |             |                |              |              |                             |                   |                   |                 | -                                     | -                     |                   | \$0.00           | 0.00             |                        | 0.00                    | 0.00               |
|               |             |                |              |              |                             |                   |                   |                 |                                       |                       |                   |                  |                  |                        |                         |                    |
|               |             |                |              |              |                             |                   |                   |                 |                                       |                       |                   |                  |                  |                        |                         |                    |
|               |             |                |              |              |                             |                   |                   |                 |                                       |                       |                   |                  |                  |                        |                         |                    |
|               |             |                |              |              |                             |                   |                   |                 |                                       |                       |                   |                  |                  |                        |                         |                    |
|               |             |                |              |              |                             |                   |                   |                 |                                       |                       |                   |                  |                  |                        |                         |                    |
|               |             |                |              |              |                             |                   |                   |                 |                                       |                       |                   |                  |                  |                        |                         |                    |
|               |             |                |              |              |                             |                   |                   |                 |                                       |                       |                   |                  |                  |                        |                         |                    |
|               |             |                |              |              |                             |                   |                   |                 |                                       |                       |                   |                  |                  |                        |                         |                    |
|               |             |                |              |              |                             |                   |                   |                 |                                       |                       |                   |                  |                  |                        |                         |                    |
|               |             |                |              |              |                             |                   |                   |                 |                                       |                       |                   |                  |                  |                        |                         |                    |
|               |             |                |              |              |                             |                   |                   |                 |                                       |                       |                   |                  |                  |                        |                         |                    |
| <b>Totals</b> |             |                |              |              |                             |                   |                   |                 |                                       | -                     |                   | -                | -                | -                      | -                       | -                  |

**Total Due to Local Sponsor (15)** \_\_\_\_\_

**Form Instructions:**

1. Billing Period: Should reflect Invoice services performed date. (beginning date - earliest date of services, end date - latest date of services performed).
2. Person responsible for completing this form: Please identify the person responsible for completing information if clarification is needed.
3. Deliverable #: Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable.
4. Invoice Amount
5. Eligible Cost: Invoice amount paid by Local Sponsor less ineligible cost for Line Item Deliverable only.
6. % Federal Share: If applicable this should be the percentage listed in Agreement. Federal Share will be listed on Table 1 if applicable.
7. Federal Share: If applicable, Local Sponsor will multiply Eligible Cost by Federal Share Percentage.
8. Non-Federal Share: Eligible Cost (5) minus Federal Share of Invoiced Amount (7).
9. Percentage of State Share: This should be the State Share Percentage listed in Agreement.
10. State Share: Multiply Non-Federal Share by State Share Percentage.
11. Local Share: Subtract State Share from Non-Federal Share.
12. Retainage Payment: Requires separate line for each completed **Task, Sub-Task and or Deliverable** that retainage is being requested.
13. Withheld Retainage: Multiply State Share by 10%.
14. State Payment: Subtract Retainage from State Share.
15. ~~15~~ Total Due to Local Sponsor: Add Retainage Payment Total (12) to State Payment Total (14).

**Please redact all sensitive financial information from the invoices and other supporting documentation to be submitted with this Payment Request Form.**

Notes: For questions or concerns regarding this form please contact: Janice Simmons - (850)245-2978 or email at Janice.L.Simmons@dep.state.fl.us

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
REQUEST FOR PAYMENT – PART III  
PROJECT PROGRESS REPORT**

**Name of Project:** Mid Town Beach Nourishment Project

**Local Sponsor:** Town of Palm Beach

**DEP Agreement Number:** 18PB1

**Billing Number:** \_\_\_\_\_

**Report Period:** \_\_\_\_\_

Status of Eligible Project Items: (Describe progress accomplished during report period, including statement(s) regarding percent of task completed to date. Describe any implementation problems encountered, if applicable.). **NOTE:** Use as many pages as necessary to cover all tasks in the Grant Work Plan.

**The following format should be followed:**

**Task 1:**

**Progress for this reporting period:**

**Identify any delays or problems encountered:**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
CERTIFICATION OF DISBURSEMENT REQUEST  
REQUEST FOR PAYMENT – PART IV**

**Name of Project:** Mid Town Beach Nourishment Project

**Local Sponsor:** Town of Palm Beach

**DEP Agreement Number:** 18PB1

**Billing Number:** \_\_\_\_\_

**Certification:** I certify that this billing is correct and is based upon actual obligations of record by the Local Sponsor; that payment from the State Government has not been received; that the work and/or services are in accordance with the Department of Environmental Protection, Beach Management Funding Assistance Program's approved Project Agreement including any amendments thereto; and that progress of the work and/or services are satisfactory and are consistent with the amount billed. The disbursement amount requested on Page 1 of this form is for allowable costs for the Project described in the grant work plan.

I certify that the purchases noted were used in accomplishing the Project; and that invoices, check vouchers, copies of checks, and other purchasing documentation are maintained as required to support the cost reported above and are available for audit upon request.

\_\_\_\_\_  
Name of Project Administrator

\_\_\_\_\_  
Signature of Project Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Project Financial Officer

\_\_\_\_\_  
Signature of Project Financial Officer

\_\_\_\_\_  
Date

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA BEACH MANAGEMENT FUNDING ASSISTANCE PROGRAM  
PROJECT COMPLETION CERTIFICATION  
PART V**

**Name of Project:** Mid Town Beach Nourishment Project

**Local Sponsor:** Town of Palm Beach

**DEP Agreement Number:** 18PB1

Task Completion      ☐ (List Task)

Project Completion      ☐

\*I hereby certify that the above-mentioned Project task has been completed in accordance with the Project Agreement, including any amendments thereto, between the Department and Local Sponsor, and all funds expended for the Project were expended pursuant to this Agreement. All unused funds and interest accrued on any unused portion of advanced funds which have not been remitted to the Department, have been returned to the Department, or will be returned to the Department within sixty (60) days of the completion of construction portion of this Project. Unused funds advanced to the United States Army Corps of Engineers through Local Sponsors will be due sixty (60) days after the Federal final accounting has been completed.

\_\_\_\_\_  
Name of Project Manager

\_\_\_\_\_  
Signature of Project Manager

\_\_\_\_\_  
Date

# TOWN OF PALM BEACH

Town Council Meeting on: January 9, 2018

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## Section of Agenda

Regular Agenda - New Business

## Agenda Title

Appointment of one (1) Alternate Member to the Recreation Advisory Commission.

## Presenter

Beth Zickar, Director of Recreation

## ATTACHMENTS:

- ▣ **Memorandum dated January 4, 2018 from Kathleen Dominguez, Town Clerk**
- ▣ **Application for Schonwald-Vila**
- ▣ **Ballot**

# **TOWN OF PALM BEACH**

Information for Town Council Meeting on: January 9, 2018

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TO: Mayor and Town Council  
VIA: Thomas G. Bradford, Town Manager  
FROM: Kathleen Dominguez, Town Clerk  
RE: Recreation Advisory Commission Appointment of Alternate Member  
DATE: January 4, 2018

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## **STAFF RECOMMENDATION**

Staff recommends that the Town Council appoint an alternate member to the Recreation Advisory Commission in order to fill the vacant seat resulting from Linda Wartow's unexpired term. The expiration date of Ms. Wartow's term is April 1, 2019.

## **GENERAL INFORMATION**

The Town Clerk's Office received one application from Kristen Schonwald-Vila who resides at 269 Queens Lane. Her application and qualifying information is attached.

Attachments

cc: Beth Zickar, Director of Recreation

**RECEIVED**

By Town Clerk Office at 11:34 am, Dec 19, 2017



**TOWN OF PALM BEACH**

APPLICATION FOR SERVICE ON

**RECREATION ADVISORY COMMISSION**

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

Name: Kristen Schonwald-Vila Residence Address: 269 Queens Lane

Mailing Address: 269 Queens Lane Home Telephone: 917-548-4311

E-mail Address: ksv@vilabuilt.com Work Telephone: \_\_\_\_\_

I am a registered voter of the Town of Palm Beach KSV (please initial)

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

1. Why do you wish to be appointed as a member of the Recreation Advisory Commission? (Please use additional pages if necessary)

See attached page

2. Please identify how many meetings of the Recreation Advisory Commission you have attended in the past two (2) years.

☒ 0 ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

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

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

5. Please describe your current and past involvement/participation in Town recreation programs and/or facilities.  
See attached page

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

- |                                                              |                                                                           |
|--------------------------------------------------------------|---------------------------------------------------------------------------|
| <input type="checkbox"/> Palm Beach Chamber of Commerce      | <input checked="" type="checkbox"/> Preservation Foundation of Palm Beach |
| <input type="checkbox"/> Palm Beach Civic Association        | <input type="checkbox"/> North End Property Owners Association            |
| <input type="checkbox"/> Citizens' Association of Palm Beach | <input type="checkbox"/> Other _____                                      |

7. Present occupation. Real Estate Developer No. of years. 4

Employer. Self

8. Past occupation(s). Director of Sales No. of years. 10

Employer(s). Aquarius Ltd.

9. Please provide details regarding your educational background:

New York University 2003, BA of Arts and Science

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

| Family Member Name | Relationship  | Address          | Occupation | Employer |
|--------------------|---------------|------------------|------------|----------|
| Robert Vila        | Father in Law | 690 Island Drive |            | self     |
| Diana Barrett      | Mother in Law | 690 Island Drive |            | self     |
| Christopher Vila   | Spouse        | 269 Queens Lane  |            | self     |
|                    |               |                  |            |          |

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

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

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

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

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

**RACE**

☐ African American

☐ Native American

☐ Asian American

☒ Caucasian

☐ Hispanic American

☐ Not known

**GENDER**

☐ Male ☒ Female

**PHYSICALLY DISABLED**

☐ Yes ☒ No

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

SIGNATURE:

*A. Schornack-Vila*

DATE:

*12/19/17*

***Please provide a copy of BOTH SIDES of your Palm Beach County Voter Registration card, which shows your Town of Palm Beach address, with your application.***

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

**RECREATION ADVISORY COMMISSION**

The Recreation Advisory Commission consists of seven members serving three year terms, appointed by the Town Council. Members of the Commission shall possess a knowledge or interest in Town recreation programs and facilities. Each member of the Recreation Advisory Commission is required to be a registered voter in the Town. The Commission acts in an advisory capacity and shall make recommendations to the Town Council on matters relating to Town recreation programs and facilities. Preference is given to candidates who are enrolled or have their children enrolled in a Recreation Department program or are a regular participant or volunteer at a Town Recreation Department facility. Three alternate members may be appointed by the Town Council who shall serve when called upon by the Chair in the absence of any regular member.

The Recreation Advisory Commission meets six times per year on the first Wednesday in the months of January, March, May, September, and November. Meetings begin at 9:00 a.m. and are held in the Town Council Chambers located on the second floor of Town Hall at 360 South County Road, Palm Beach, Florida.

1. Why do you wish to be appointed as a member of the Recreation Advisory Commission? (Please use additional pages if necessary).

As a resident of Palm Beach with three young children I am motivated to get involved in our community and be a part of the conversation. The Island has so many amenities that serve its residents that are integral to our quality of life. As I spend more time enjoying our town I realize how important it is that we maintain and look toward the future in how our recreational spaces are used. I deeply appreciate that we live in an area that has so much character that benefits it's residents and I want to be a part of the discussion.

5. Please describe your current and past involvement/participation in Town recreation programs and/or facilities

I am an avid tennis player and spent two years playing on the Seaview tennis team. During this time I spent countless hours on the court and used the facilities. In addition I have signed up for and participated in educational resident's programming offered through the recreation center.



## Palm Beach County

SUSAN BUCHER  
Supervisor of Elections

240 SOUTH MILITARY TRAIL  
WEST PALM BEACH, FL 33415  
POST OFFICE BOX 22309  
WEST PALM BEACH, FL 33416

TELEPHONE: (561) 656-6200  
FAX NUMBER: (561) 656-6287  
WEBSITE: [www.pbcelections.org](http://www.pbcelections.org)

### Certification of Registration

I, Susan Bucher, Supervisor of Elections for Palm Beach County, Florida, do hereby certify that the following information is a true and correct copy of the vote registration record on file in this office for:

*SCHONWALD VILA, KRISTEN SHEA*

Date of Registration: 08-18-2016

FVRSIDNumber: 123863082

Certification Number: 06783078

Status: ACTIVE

Address: 269 QUEENS LN, , PALM BEACH FL 33480

Precinct Number: 1390 Sex: F Race: W

Date of Birth: [REDACTED]

Witness my hand and official seal at Palm Beach County, Florida on December 19, 2017.

Susan Bucher  
Supervisor of Elections  
Palm Beach County, Florida

By: Laurence B. Brown



# TOWN OF PALM BEACH

Town Council Meeting on: January 9, 2018

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## Section of Agenda

Regular Agenda - New Business

## Agenda Title

Presentation of Redesigned Town Website

## Presenter

Jay Boodheshwar, Deputy Town Manager

## ATTACHMENTS:

- ▣ **Memorandum Dated January 2, 2018, from Jay Boodheshwar, Deputy Town Manager**

# TOWN OF PALM BEACH

Information for Town Council Meeting on: January 9, 2018

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To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Demonstration of Re-Designed Town Website

Date: January 2, 2018

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## **STAFF RECOMMENDATION**

Staff will review and provide a demonstration of the newly redesigned Town website ([www.townofpalmbeach.com](http://www.townofpalmbeach.com)), which will go live on Thursday, January 11, 2018.

## **GENERAL INFORMATION**

At the January 8, 2013, Town Council meeting, a contract was awarded to Civic Plus to design and host a new Town website. After multiple months of design work, content development and testing by the Town's communications committee the new site was launched on October 1, 2013. The site was designed to be more user friendly and included enhanced features, such as *Stay Informed*, *Tell the Town*, *Alert Center*, and *Twitter* news feeds. Since its launch in 2013, the Town's website has been well received and relied upon by residents, visitors and the business community to stay abreast of Town matters.

Included in the original contract with Civic Plus was one complimentary redesign. Earlier this summer a committee, which included representatives from all Town departments, was convened to begin the redesign efforts. The redesigned site is now complete and hosted on Civic Plus's newest content management platform, which is much more user friendly for site administrators. The newer platform also includes a more mobile friendly version of the Town website than the current platform. All of the popular features of the website have been maintained and organized in an easy to navigate format.

A brief demonstration of the website's redesigned format will take place at the January 9, 2018, Town Council meeting to give those in attendance an opportunity to see the site prior to its launch on January 11, 2018.

c: Department Directors  
Charles Kapachinski, IT Manager  
Communication Committee Members

# TOWN OF PALM BEACH

Town Council Meeting on: January 9, 2018

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## Section of Agenda

Regular Agenda - New Business

## Agenda Title

Proposed Strategies for the Recruitment of a Town Manager

*Thomas G. Bradford, Town Manager*

- a. Report of the President
- b. National Search
- c. Promotion from Within
- d. Transition
- e. Discussion on the Timing of the Annual Evaluation of the Town Manager and the Annual Reappointment of the Town Manager.  
*Bobbie Lindsay, Town Council Member*

## Presenter

## ATTACHMENTS:

- **Memorandum Dated January 3, 2018, from Thomas G. Bradford, Town Manager**

# TOWN OF PALM BEACH

Information for Town Council Meeting on: January 9, 2018

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To: Mayor and Town Council

From: Thomas G. Bradford, Town Manager

Re: Town Manager Search

Date: January 3, 2018

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## **STAFF RECOMMENDATION**

Staff recommends that the Town Council review the options of Nationwide Search and Internal Candidates. Once a decision is made a transition plan can be formulated.

### *Nationwide Search*

The table below enumerates the steps and estimated times to complete the search process. Steps and timelines are subject to change.

| Step No. | Proposed Town Manager Selection Process (1)                                                                                         | DATE               | HYPERLINKS FOR INFORMATION (2) |
|----------|-------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------------------|
| 1        | Request for Proposal (RFP) published for executive search firm. (3)                                                                 | January, 2018      | RFP NO. XX-2018                |
| 2        | Town Council holds a special meeting to review, rank and award top ranked firm with a contract.                                     | March 20, 2018     |                                |
| 3        | Executive search firm publishes community and position profiles for at least 30 days and accepts resumes from interested candidates | April 1 - 30, 2018 |                                |
| 4        | Executive search firm reviews submissions and recommends top candidates to Town Council.                                            | May 11, 2018       |                                |
| 5        | Town Council holds Special Meeting workshop to review executive search firm's recommendations and select semi-finalist candidates   | May 22, 2018       |                                |
| 6        | Executive search firm provides briefing information in writing on semi-finalists to the Town.                                       | June 15, 2018      |                                |
| 7        | Town Council holds Special Meeting workshop to review executive search firm provided semi-finalist information and select finalists | June 22, 2018      |                                |
| 8        | Town Council Workshop: Finalist interviews with Town Council                                                                        | July 6, 2018       |                                |
| 9        | Town Council to discuss finalist interviews and select a final candidate at regular Town Council meeting.                           | July 10, 2018      |                                |
| 10       | Town Manager employment contract on regular Town Council Meeting agenda.                                                            | August 14, 2018    |                                |

Key:

- (1) This table will be placed on the Town's website for public information as the process progresses.
- (2) Documents associated with the process steps will be placed in this table column via placement of hyperlinks to same.
- (3) RFP to require respondents to submit proposed costs and fees with a draft community and position profile.

This process is designed to be fully transparent in meetings open to the public. It is estimated that the cost of this service will be \$30,000. This is the cost Jupiter just paid for its executive search.

#### *Internal Candidates*

There are at least three internal candidates that staff is aware of that are interested in applying for this Town Manager job. The Mayor and Town Council can interview interested candidates at your next Town Council meeting or at a Special Town Council meeting to be determined. Vetting candidates in a public meeting ensures maximum transparency.

#### *Transition:*

Once you make a decision in regard to the selection process President Kleid and Town Attorney Randolph will be able to negotiate a transition plan with me for your approval.

N: TGB/2018/Agenda Items -01-09 Town Manager Search

# TOWN OF PALM BEACH

Town Council Meeting on: January 9, 2018

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## Section of Agenda

Regular Agenda - New Business

## Agenda Title

Approval of Town Sponsorship of Worth Avenue Association Special Event Proposal for Fork to Fashion event on February 21, 2018.

## Presenter

Beth Zickar, Director of Recreation

## ATTACHMENTS:

- ▣ **Memorandum Dated December 27, 2017 from Beth Zickar, Director of Recreation**
- ▣ **Business Association Special Event Proposal for Town Sponsorship**

# TOWN OF PALM BEACH

Information for Town Council Meeting on January 9, 2018

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To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Beth Zickar, Director of Recreation

Re: Proposed Town Sponsorship of Event with Worth Avenue Association on February 21, 2018

Date: December 27, 2017

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## **STAFF RECOMMENDATION**

Staff recommends that the Mayor and Town Council review the following report regarding the planning efforts for the Worth Avenue Association event: *Worth Avenue Association Celebrates It's 80<sup>th</sup> Anniversary with Fork to Fashion*, to be held on Wednesday, February 21, 2018 and consider approval for town sponsorship.

## **GENERAL INFORMATION**

The Worth Avenue Association is requesting town sponsorship of an event, *Fork to Fashion*, scheduled for Wednesday, February 21, 2018 from 5:30 pm to 8:30 pm. The event site to be considered includes the 200 block of Worth Avenue and the Hibiscus Avenue between Worth Avenue and the entry to the Apollo Parking Lot. Attendance at this event is expected to be between 400 – 600 residents and invited guests. This after-hours shopping and dining concept has been created to in an effort to stimulate business for the retailers and restaurants located on Worth Avenue. *Luxury PR Group* has been coordinating this event.

The Fork to Fashion concept will transform the event area into three distinct fashion capitals:

East Worth Avenue – New York City

Via Amore – Milan

Hibiscus Avenue – Paris

Each of the participating merchants will host their own in-store promotions and entertainment. Some of the features of this event include:

- A special stage for VIPs will be provided for the event kickoff at 5:30 pm at the Hibiscus Piazza.
- A “step and repeat” runway will be located on Hibiscus Avenue for media interviews and “paparazzi” fashion photographers will snap shots of some of the best dressed visitors and models.
- Fashion presentations in each designated destination.
- Worth Avenue salons will be pairing with retailers to offer mini-salon/spa services in stores, specialty personal services from Palm Beach businesses will be pairing with stores to perform demonstrations and some businesses will be hosting events that are unique to their brand.
- Special music venues will be provided with unamplified performances.
- Local restaurants will be paired with retailers to provide food and drink in stores.
- Specialty luxury autos will be parked along Worth Avenue for pedestrian viewing.

Road closures will be necessary and the Worth Avenue Association is requesting approval of the closure to auto traffic in both directions on the 200 block of Worth Avenue and on Hibiscus Avenue, between Worth Avenue and the entry to the Apollo Parking Lot. This closure would need to be in effect from 3:00 pm to 10:00 pm.

### **SPECIAL CONSIDERATIONS**

Special Detail Police Officers will be assigned to monitor vehicular and pedestrian traffic. The event layout will be coordinated to ensure access to emergency vehicles is not impeded, should the need arise. All temporary installations will be reviewed by the Building Inspector to determine if permits are required and secured, as necessary.

### **FUNDING/FISCAL IMPACT**

The Worth Avenue Association and Luxury PR Group will provide a certificate of insurance naming the Town of Palm Beach as additional insured. Additional costs for police or other required Town staff, that may be required, will be absorbed by the event.

A refundable security deposit of \$2,000 will be collected prior to the event. This deposit will be returned, if all terms of the agreement are met and no damage to Town property is sustained as a result of the event.

Cc: Jay Boodheshwar, Deputy Town Manager  
Kirk Blouin, Public Safety Director  
Ann-Marie Taylor, Deputy Police Chief  
Darrell Donatto, Deputy Fire Rescue Chief  
H. Paul Brazil, Director of Public Works  
John Page, PZB Director  
Marianna Abbate, Luxury PR Group



## BUSINESS ASSOCIATION SPECIAL EVENT PROPOSAL FOR TOWN SPONSORSHIP

Worth Avenue Association Celebrates It's 80th Anniversary With

**EVENT TITLE** \_\_\_\_\_ **EVENT DATE** \_\_\_\_\_

### SECTION 1: CONTACT INFORMATION

|                             |  |
|-----------------------------|--|
| <b>Business Association</b> |  |
| <b>Representative Name</b>  |  |
| <b>E-Mail Address</b>       |  |
| <b>Mailing Address</b>      |  |
| <b>Primary Telephone</b>    |  |
| <b>Secondary Telephone</b>  |  |
| <b>Fax Number</b>           |  |

### SECTION 2: EVENT INFORMATION

|                                                                                    |                                                                        |
|------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| <b>Event Location</b>                                                              |                                                                        |
| <b>Event Admission Fee</b>                                                         | <input type="checkbox"/> Yes, Amount _____ <input type="checkbox"/> No |
| <b>Anticipated Attendance</b>                                                      |                                                                        |
| <b>Event Time</b>                                                                  | From: _____ To: _____                                                  |
| <b>Event Set Up</b>                                                                | Date: _____ Time: _____                                                |
| <b>Event Dismantle</b>                                                             | Date: _____ Time: _____                                                |
| <b>Event Description</b>                                                           |                                                                        |
| <b>Is this event part of a larger marketing campaign? If yes, please describe.</b> |                                                                        |

|                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Public Inquiries Contact</b> (Name, Telephone and E-Mail Required)                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Are you requesting any street and/or sidewalk closures?</b>                                                                                                                | If yes, specify street and/or sidewalks and time of closures.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Does your event include food concessions?</b><br>(No On-Site Cooking Permitted)                                                                                            | Anticipated Number of Vendors:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Does your event involve the sale or consumption of alcoholic beverages?</b>                                                                                                | <p>If yes, please check all that apply:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Free Alcohol</li> <li><input type="checkbox"/> Alcohol Sales</li> <li><input type="checkbox"/> Distilled Spirits</li> <li><input type="checkbox"/> Beer</li> <li><input type="checkbox"/> Wine</li> </ul> <p><i>If alcohol is sold at an event, the applicant is required to obtain a temporary liquor license from the Division of Alcoholic Beverages and Tobacco. Copy of temporary liquor license must be provided to Town prior to event date. Additional insurance requirements and police enforcement will be required.</i></p> |
| <b>Does your event require amplified sound and/or music?</b><br><input type="checkbox"/> <b>Yes</b><br><input type="checkbox"/> <b>No</b><br><br>Music will not be amplified. | <p>If yes, please check all that apply:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Amplified sound for announcements only</li> <li><input type="checkbox"/> Amplified sound for recorded music</li> <li><input type="checkbox"/> Amplified sound for live music</li> </ul> <p><i>Approval of a Special Event Proposal does not necessarily exempt the planned event from the requirements of the Town of Palm Beach's Noise Ordinance.</i></p>                                                                                                                                                                            |
| <b>Will you be installing any temporary signage?</b><br><input type="checkbox"/> <b>Yes</b><br><input type="checkbox"/> <b>No</b>                                             | <p>If yes, list number, description and location:</p><br><br><br><br><br><p><i>Compliance with Section 134-2371 of the Town of Palm Beach Code of Ordinances is required.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Do you plan to provide portable comfort stations at your event?</b><br><input type="checkbox"/> <b>Yes</b><br><input type="checkbox"/> <b>No</b>                           | <p>If yes, how many stalls will be in each station: _____</p> <p><input type="checkbox"/> Yes   <input type="checkbox"/> No   Is comfort station ADA accessible?</p> <p><i>If not providing, provide information as to availability of restroom facilities in the immediate area of the event site that will be available to the public, include ADA accessible and non-ADA accessible.</i></p>                                                                                                                                                                                                                                                    |

|                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Will you be installing any temporary structures?</b></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> | <p>If yes, identify number and size of tents &amp; canopies:</p> <hr/> <hr/> <p>Delivery Date: _____ Removal Date: _____</p> <p>Stage/Platform/Riser Dimensions:</p> <p>Length: _____ Width: _____ Height: _____</p> <p>Rental from Atlas Event Rental</p> <hr/> <p>Delivery Date: _____ Removal Date: _____</p> <p><i>Vendors will be required to provide a certificate of commercial general liability insurance in an amount to be determined by the Town, listing the Town of Palm Beach as additional insured. Permits may be required.</i></p>                                                                                                                                                                                                                                                                                                                                                          |
| <p><b>Will funds be solicited for any charities?</b></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>       | <p>If yes, list charities:</p> <p><i>A Charitable Solicitation Permit must be submitted no less than 60 days prior to event date in addition to this proposal form.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <p><b>Will this event utilize a generator(s)</b></p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>           | <p>If yes, list the number and size of each:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <p><b>Site Plan</b></p>                                                                                                               | <p>Please include a complete site plan of the proposed event, including:</p> <ul style="list-style-type: none"> <li>• An outline of the event site including the names of the streets or areas that are part of the venue and the surrounding area.</li> <li>• Any street or lane closure requests.</li> <li>• The locations of fencing, barriers and/or barricades. Include any removable fencing for emergency access.</li> <li>• Vehicular access.</li> <li>• Pedestrian access.</li> <li>• Location of stages, platforms, risers, canopies, tents, comfort stations, dumpsters and any other temporary structures.</li> <li>• Generator locations and/or source of power.</li> <li>• Placement of vehicles and/or trailers.</li> <li>• Anticipated parking locations.</li> <li>• Vendor locations.</li> <li>• Temporary signage locations.</li> <li>• Locations of all other event activities.</li> </ul> |

# TOWN OF PALM BEACH

Town Council Meeting on: January 9, 2018

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## Section of Agenda

Regular Agenda - New Business

## Agenda Title

**RESOLUTION NO. 05-2018** A Resolution of The Town Council of The Town of Palm Beach, Florida, Opposing Legislative Efforts To Impede The Constitutional Right Florida's Citizens Have Enjoyed For Nearly 50 Years To Govern Themselves Under Municipal Home Rule Powers; Opposing The Legislature's Persistent Intrusion Into Local Finances, Which Are Necessary To Provide Financial Stability And Essential Services Uniquely Required By Municipal Residents And Local Businesses; Directing City Administration To Transmit A Certified Copy Of This Resolution To The Florida League Of Cities, The Palm Beach County Legislative Delegation And Any Other Interested Parties; Providing For Conflicts; Providing For Severability; And Providing An Effective Date.

## Presenter

Gail L. Coniglio, Mayor

## ATTACHMENTS:

- ▣ **Memorandum Dated January 4, 2018, from Thomas G. Bradford, Town Manager**
- ▣ **Resolution No. 05-2018**

# TOWN OF PALM BEACH

Information for Town Council Meeting on: January 9, 2018

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To: Mayor and Town Council

From: Thomas G. Bradford, Town Manager

Re: Resolution No. 05-2018 - Opposing Legislative Efforts to Impede the Constitutional Right Florida's Citizens Have Enjoyed for Nearly 50 Years to Govern Themselves under Municipal Home Rule Powers

Date: January 4, 2018

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## **STAFF RECOMMENDATION**

Staff recommends that Resolution No. 5-2018 be adopted to formally oppose legislative efforts to thwart municipal home rule powers.

## **GENERAL INFORMATION**

Mayor Coniglio has been working both independently and in conjunction with the Palm Beach County League of Cities and the Florida League of Cities to bring forward a regional and statewide effort to stop the ongoing attempts of the Florida Legislature to homogenize and standardize municipalities across the state to facilitate the interests of others at the expense of local control by local government. In her independent efforts Mayor Coniglio has reached out to members of the Florida Constitution Revision Commission (CRC) to implore the CRC to propose amendments to the Florida Constitution to strengthen Home Rule powers of Florida municipalities. The CRC is charged with convening and examining the Florida Constitution once every twenty years for possible changes.

Now is the time for the Town Council to take a formal position on the matter prior to commencement of the 2018 Legislative Session.

## **RESOLUTION NO. 05-2018**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, FLORIDA, OPPOSING LEGISLATIVE EFFORTS TO IMPEDE THE CONSTITUTIONAL RIGHT FLORIDA'S CITIZENS HAVE ENJOYED FOR NEARLY 50 YEARS TO GOVERN THEMSELVES UNDER MUNICIPAL HOME RULE POWERS; OPPOSING THE LEGISLATURE'S PERSISTENT INTRUSION INTO LOCAL FINANCES, WHICH ARE NECESSARY TO PROVIDE FINANCIAL STABILITY AND ESSENTIAL SERVICES UNIQUELY REQUIRED BY MUNICIPAL RESIDENTS AND LOCAL BUSINESSES; DIRECTING CITY ADMINISTRATION TO TRANSMIT A CERTIFIED COPY OF THIS RESOLUTION TO THE FLORIDA LEAGUE OF CITIES, THE PALM BEACH COUNTY LEGISLATIVE DELEGATION AND ANY OTHER INTERESTED PARTIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is the expressed will of the voters of Florida to have the right to govern themselves under municipal Home Rule powers; and

**WHEREAS**, Floridians have possessed this constitutional right of local self-government for nearly 50 years; and

**WHEREAS**, as the only form of voluntary government, Florida's municipalities are the embodiment of the Florida Constitution's right of local self-government; and

**WHEREAS**, municipal Home Rule powers include all governmental, corporate and proprietary powers necessary to conduct municipal government, perform municipal functions and render municipal services for the unique benefit of the people who live and work within a municipality; and

**WHEREAS**, Floridians exercise their Home Rule powers by voting to incorporate and be governed under a municipal form of government for a variety of reasons, including increased services, a unique business and residential environment, and greater voice in how their government is run; and

**WHEREAS**, municipal citizens further exercise their Home Rule powers by voting on a charter that specifies the desired form, functions and powers of their municipal government; and

**WHEREAS**, Floridians' constitutional right to govern themselves locally, under municipal Home Rule powers and pursuant to their adopted municipal charters, is being increasingly eroded and limited by actions of the Florida Legislature; and

**WHEREAS**, these actions of the Florida Legislature take power away from Florida citizens to ensure their chosen municipal government provides their desired level of services, offers their desired quality of life and otherwise meets their needs in a timely and effective manner; and

**WHEREAS**, municipalities are authorized by the Florida Constitution and by general law to levy ad valorem and other forms of local taxation, and are further authorized by general law and their Home Rule powers to impose special assessments and fees; and

**WHEREAS**, municipal residents and local businesses pay local taxes, assessments and fees for the specific purpose of obtaining and enhancing their desired level of municipal services and amenities; and

**WHEREAS**, intrusion from the Florida Legislature into municipal finances prohibits elected municipal leaders from meeting the expectations of their residents and local businesses that local revenues will be used as intended; and

**WHEREAS**, the Florida League of Cities has included the protection of local self-government under municipal Home Rule powers as one of its 2018 Legislative Priorities.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, FLORIDA, THAT:**

**Section 1.** The above “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

**Section 2.** The Town Council of the Town of Palm Beach urges all members of the Florida Legislature to oppose legislation that limits Floridians’ constitutional right to govern themselves under municipal Home Rule Powers.

**Section 3.** The Town Council of the Town of Palm Beach urges all members of the Florida Legislature to oppose legislation that would interfere with or intrude into municipal finances.

**Section 4.** The Town Administration is directed to transmit a certified copy of this Resolution to the Florida League of Cities, the Palm Beach County Legislative Delegation and any other interested parties.

**Section 5.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**Section 6.** If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

**Section 7.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, FLORIDA, FLORIDA THIS \_\_\_\_ DAY OF \_\_\_\_, 20\_\_.**

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Gail L. Coniglio, Mayor

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Richard M. Kleid, Town Council President

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Danielle H. Moore, President Pro Tem

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Julie Araskog, Town Council Member

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Bobbie Lindsay, Town Council Member

ATTEST:

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Kathleen Dominguez, Town Clerk

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Margaret A. Zeidman, Town Council Member

# TOWN OF PALM BEACH

Town Council Meeting on: January 9, 2018

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## Section of Agenda

Ordinances - Second Reading

## Agenda Title

**ORDINANCE NO. 34-2017** An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending Chapter 82 of the Town Code of Ordinances Relating to Personnel, at Article II, Employee Benefits, Division 2, Retirement System; Amending Subdivision I, In General, By Amending Section 82-67, United States Internal Revenue Code Qualification; Providing for Severability; Providing for Repeal of Ordinances in Conflict; Providing for Codification; Providing an Effective Date.

## Presenter

Thomas G. Bradford, Town Manager

## ATTACHMENTS:

- ▣ **Ordinance No. 34-2017**

**ORDINANCE NO. 34-2017**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 82 OF THE TOWN CODE OF ORDINANCES RELATING TO PERSONNEL, AT ARTICLE II, EMPLOYEE BENEFITS, DIVISION 2, RETIREMENT SYSTEM; AMENDING SUBDIVISION I, IN GENERAL, BY AMENDING SECTION 82-67, UNITED STATES INTERNAL REVENUE CODE QUALIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1.** The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 82, Personnel; Article II, Employee Benefits; Division 2, Retirement System; Subdivision I, In General; Section 82-67, to read as follows:

**“Sec. 82-67. - United States Internal Revenue Code qualifications.**

- (a) The town intends the retirement system to be a qualified pension plan under section 401 of the United States Internal Revenue Code, as amended, or successor provisions of law, and that the trust be an exempt organization under section 501 of the United States Internal Revenue Code. The board of trustees may adopt such additional provisions to the retirement system as are necessary to fulfill this intent.
- (b) In accordance with section 415 of the United States Internal Revenue Code, as amended, the following limitations on benefits are adopted:
  - (1) Except as provided in the remainder of this subsection, the annual benefit as described by section 415(b)(2) of the United States Internal Revenue Code provided by the retirement system shall not exceed the lesser of \$160,000.00, or 100 percent of the retiree's average compensation for his highest three years of compensation while employed.
  - (2) If the annual benefit under the plan begins before age 62, or after age 65, the limit set forth in subsection (b)(1) above shall be reduced or increased so that such limitation equals an annual benefit which is equivalent to a \$160,000.00 annual benefit beginning at age 62, or age 65, respectively, as set forth in regulations prescribed by the United States Secretary of the Treasury.
  - (3) All definitions, limitations and exceptions set forth in or incorporated in section 415 of the United States Internal Revenue Code are applicable to this section.
  - (4) The provisions of this division notwithstanding, the board of trustees shall at all times administer the retirement system in compliance with the provisions of section 415 of the United States Internal Revenue Code which are applicable to public employee retirement plans who have not elected the grandfather provision.

- (5) Employee-elective salary reductions or deferrals to any salary reduction, deferred compensation, or tax-sheltered annuity program authorized under the rules of the Internal Revenue Code shall be included in compensation for retirement purposes. Compensation in excess of the limitations set forth in section 401(a)(17) of the code, adjusted in accordance with U.S. Treasury Department regulations, shall be disregarded.

(c) *Adjustments to Basic 415(b) Limitation for Form of Benefit.* If the benefit under the plan is other than the form specified below, then the benefit shall be adjusted so that it is the equivalent of the annual benefit, using factors prescribed in Treasury Regulations.

(6) If the form of benefit without regard to the automatic benefit increase feature is not a straight life annuity or a qualified joint and survivor annuity, then the preceding sentence is applied by either reducing the section 415(b) of the Internal Revenue Code limit applicable at the annuity starting date or adjusting the form of benefit to an actuarially equivalent amount [determined using the assumptions specified in Treasury Regulation section 1.415(b)-1(c)(2)(ii)] that takes into account the additional benefits under the form of benefit in subsections below.

(7) For a benefit paid in a form to which section 417(e)(3) of the Internal Revenue Code does not apply (generally, a monthly benefit), the actuarially equivalent straight life annuity benefit that is the greater of:

(A) The annual amount of the straight life annuity (if any) payable to the member under the plan commencing at the same annuity starting date as the form of benefit to the member, or

(B) The annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the form of benefit payable to the member, computed using a 5% interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables described in Treasury Regulation section 1.417(e)-1(d)(2) (Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in section 417(e)(3)(B) of the Internal Revenue Code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing section 417(e)(3)(B) of the Internal Revenue Code); or

(8) For a benefit paid in a form to which section 417(e)(3) of the Internal Revenue Code applies (generally, a lump sum benefit), the actuarially equivalent straight life annuity benefit that is the greatest of:

(A) The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using the interest rate and mortality table, or tabular factor, specified in the plan for actuarial experience;

(B) The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable, computed using a 5.5 percent interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation section

1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in section 417(e)(3)(B) of the Internal Revenue Code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing section 417(e)(3)(B) of the Internal Revenue Code); or

The annual amount of the straight life annuity commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit payable (computed using the applicable interest rate for the distribution under Treasury Regulation section 1.417(e)-1(d)(3) (prior to January 1, 2009, using the rate in effect for the month prior to retirement, and on and after January 1, 2009, using the rate in effect for the first day of the plan year with a one-year stabilization period and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation section 1.417(e)- 1(d)(2) (the mortality table specified in Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in section 417(e)(3)(B) of the Internal Revenue Code (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing section 417(e)(3)(B) of the Internal Revenue Code), divided by 1.05.

(c) *Other Adjustments in 415(b) Limitation.*

(1) In the event the member's retirement benefits become payable before age sixty-two (62), the limit prescribed by this section for the member's annuity starting date shall be equal to the lesser of (i) the annual amount of a benefit payable in the form of a straight life annuity commencing at the member's annuity starting date that is the actuarial equivalent of the one hundred sixty thousand dollar (\$160,000) annual limit (as adjusted under section 415(d) of the Internal Revenue Code and, if required, for years of participation less than ten (10)), with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for the annuity starting date as defined in the plan (expressing the member's age based on completed calendar months as of the annuity starting date), and (ii) the one hundred sixty thousand dollar (\$160,000) annual limit (as adjusted under section 415(d) of the Internal Revenue Code and, if required, for years of participation less than ten (10)) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the plan at the member's annuity starting date to the annual amount of the immediately commencing straight life annuity under the plan at age sixty-two (62), both determined without applying the limitations of this section.

(2) In the event the member's benefit is based on at least fifteen (15) years of service as a full-time employee of any police or fire department or on fifteen (15) years of military service, the adjustments provided for in (1) above shall not apply.

(3) The reductions provided for in (1) above shall not be applicable to pre-retirement disability benefits or pre-retirement death benefits.

(d) *Effect of a Lump Sum Component on 415(b) Testing.* With respect to a member who receives a portion of the member's annual benefit in a lump sum, a member's applicable Limit shall be applied taking into consideration both the portion of the member's benefit subject to section 417(e)(3) of the Internal Revenue Code and the portion not subject to section 417(e)(3) of the Internal Revenue Code, as required by section 415(b) of the Internal Revenue Code and applicable Treasury Regulations.

(e) The retirement system shall pay all benefits in accordance with a good faith interpretation of the requirements of section 401(a)(9) of the Internal Revenue Code and the regulations in effect under that section as applicable to a governmental plan within the meaning of section 414(d) of the Internal Revenue Code. The retirement system is subject to the following provisions:

(1) Distribution of a member's benefit must begin by the required beginning date, which is the later of the April 1 following the calendar year in which the member attains age 70 1/2 or April 1 of the year following the calendar year in which the member terminates. If a member fails to apply for retirement benefits by the later of either of those dates, the Retirement Board shall begin distribution of the monthly benefit as required by this rule in the form provided in Ordinance Sections 82-95 and 82-115.

(2) The member's entire interest must be distributed over the member's life or the lives of the member and a designated beneficiary, or over a period not extending beyond the life expectancy of the member or of the member and a designated beneficiary.

(3) The retirement system pursuant to a qualified domestic relations order may establish separate benefits for a member and nonmember.

(4) If a member dies after the required distribution of benefits has begun, the remaining portion of the member's interest must be distributed at least as rapidly as under the method of distribution before the member's death.

(5) If a member dies before required distribution of the member's benefits has begun, the member's entire interest must be distributed within five (5) years of his death, unless it is to be distributed in accordance with the following rules:

- a. If the member's surviving spouse is the sole designated beneficiary, the member's remaining interest in the plan is distributed or begins to be distributed by December 31 of the calendar year immediately following the calendar year in which the member died or by December 31 of the calendar year in which the member would have attained age 70 1/2, if later, and if the surviving spouse dies before the distribution to the surviving spouse begins, this section shall be applied as if the surviving spouse were the plan member; or

- b. If the member's surviving spouse is not the sole designated beneficiary, the member's remaining interest is to be distributed over the life of the designated beneficiary or over a period not extending beyond the life expectancy of the designated beneficiary; and such distribution begins no later than December 31 of the calendar year immediately following the calendar year of the member's death.
- (6) The amount of an annuity paid to a member's beneficiary may not exceed the maximum determined under the incidental death benefit requirement of section 401(a)(9)(G) of the Internal Revenue Code, and the minimum distribution incidental benefit rule under Treasury Regulation Section 1.401(a)(9)-6, Q&A-2.
- (7) The death and disability benefits provided by the retirement system are limited by the incidental benefit rule set forth in section 401(a)(9)(G) of the Internal Revenue Code and Treasury Regulation Section 1.401-1(b)(1)(i) or any successor regulation thereto. As a result, the total death or disability benefits payable may not exceed 25% of the cost for all of the members' benefits received from the retirement system.
- (8) Notwithstanding the other provisions of this rule or the provisions of the Treasury Regulations, benefit options may continue so long as the option satisfies section 401(a)(9) of the Internal Revenue Code based on a reasonable and good faith interpretation of that section.
- (d) The trust fund must not revert, and no contributions shall be permitted to be returned, to the employer, except due to a mistake of fact as permitted by Revenue Ruling 91-4.

**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 12<sup>th</sup> day of December, 2017, and for second and final reading on this 9<sup>th</sup> day of January, 2018.

\_\_\_\_\_  
Gail L. Coniglio, Mayor

\_\_\_\_\_  
Richard M. Kleid, Town Council President

\_\_\_\_\_  
Danielle H. Moore, President Pro Tem

ATTEST:

\_\_\_\_\_  
Julie Araskog, Town Council Member

\_\_\_\_\_  
Kathleen Dominguez, Town Clerk

\_\_\_\_\_  
Bobbie Lindsay, Town Council Member

\_\_\_\_\_  
Margaret Zeidman, Town Council Member

# TOWN OF PALM BEACH

Town Council Meeting on: January 9, 2018

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## Section of Agenda

Ordinances - First Reading

## Agenda Title

**ORDINANCE NO. 01-2018** An Ordinance of the Town Council of The Town of Palm Beach, Palm Beach County, Florida, Amending The Town Charter At Section 3.01, Town Council: Composition. Modifying the Dates of the Election of the President And President Pro Tem; Further Amending Section 3.08 Compensation So As To Provide Compensation For Elected Officials In The Amount of One Dollar Per Year; Providing For Codification; Providing For Severability; Providing For Effective Date.

## Presenter

Thomas G. Bradford, Town Manager

## ATTACHMENTS:

- ▣ **Memorandum Dated January 4, 2018, from Thomas G. Bradford, Town Manager**
- ▣ **Ordinance No. 01-2018**

# TOWN OF PALM BEACH

Information for Town Council Meeting on: January 9, 2018

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To: Mayor and Town Council

From: Thomas G. Bradford, Town Manager

Re: Ordinance No. 1- 2018 Amending the Charter for Dates of Election for President and President Pro-Tem and Amending the Charter to Provide for \$1 Elected Official Compensation

And

Ordinance No. 2- 2018 Providing that a Non-Resident Expert can be Either a Regular Member or an Alternate Member of the Shore Protection Board, but not both

Date: January 4, 2018

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## **STAFF RECOMMENDATION**

Staff recommends that the Town Council review and consider adopting on first reading Ordinance No. 1 - 2018 and Ordinance No. 2-2018.

## **GENERAL INFORMATION**

At your meeting on December 12 the Town Council requested staff provide them with an ordinance for first reading providing for the provision of \$1 per year compensation. When working on that section of the Charter it was noted that we also need to change the date that the Town Council elects a President and President Pro-Tem since the second Tuesday in March is now the date of the municipal election. I received a message from attorney Jamie Gavigan indicating there may be a problem with Ordinance No. 1- 2018, but as of this writing I was not able to speak with him. I will inform you of the situation as soon as I know.

Also, at your meeting on December 12, the Town Council requested an amendment to the Code pertaining to the Shore Protection Board to enable the Town Council allow the appointment of a non-resident expert as a regular member or as an alternate member, but not both. This ordinance allows you to do just that.

N: TGB/2018/Agenda Items

## **ORDINANCE NO. 01-2018**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CHARTER AT SECTION 3.01, TOWN COUNCIL: COMPOSITION. MODIFYING THE DATES OF THE ELECTION OF THE PRESIDENT AND PRESIDENT PRO TEM; FURTHER AMENDING SECTION 3.08 COMPENSATION SO AS TO PROVIDE COMPENSATION FOR ELECTED OFFICIALS IN THE AMOUNT OF ONE DOLLAR PER YEAR; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECTIVE DATE.

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

Section 1. The Town Charter of the Town of Palm Beach is hereby amended at Section 3.01. Town Council: Composition to read as follows:

**"Sec. 3.01. There shall be a Town Council of five (5) members, who shall be electors of the Town, elected at large by the electors of the Town.**

**The Town Council shall, on the third Tuesday of March of each year, elect one of its members as President and another as President Pro Tem for the ensuing year, unless there is a runoff election as provided in Section 5.05, in which event the President and President Pro Tem shall be elected at the first Town Council Meeting following said runoff election.**

Section 2. Section 3.08. Compensation of the Town Charter shall be amended as follows:

**"Sec. 3.08. Compensation.**

**Elected officials of the Town shall receive compensation in the amount of One Dollar (\$1.00) per year for his or her services to the Town. Additionally, said officials may be reimbursed for direct out-of-pocket expenses legitimately incurred on Town business and as proscribed by law.**

Section 3. 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 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 9th day of January, 2018, and for second and final reading on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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Gail L. Coniglio, Mayor

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Richard M. Kleid, Town Council President

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Danielle H. Moore, Council President Pro Tem

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Julie Araskog, Town Council Member

ATTEST:

\_\_\_\_\_  
Bobbie Lindsay, Town Council Member

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Kathleen Dominguez, Town Clerk

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Margaret A. Zeidman, Town Council Member

# TOWN OF PALM BEACH

Town Council Meeting on: January 9, 2018

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## Section of Agenda

Ordinances - First Reading

## Agenda Title

**ORDINANCE NO. 02-2018** An Ordinance of the Town Council of the Town of Palm Beach, Palm Beach County, Florida, Amending The Town Code of Ordinances At Section 2-636. – Shore Protection Board Created; Appointments; Terms; Qualifications; Advisory Function; Requirements; Officers; Procedure; (A) Generally and/or (B) Alternate Members – To Delineate One of The Members or Alternate Members May Be A Nonresident of The Town Provided Said Member or Alternate Member Has A Special Skill As It Relates To Shore Protection.

## Presenter

Thomas G. Bradford, Town Manager

## ATTACHMENTS:

- ▣ **Ordinance No. 02- 2018**

## ORDINANCE NO. 02-2018

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES AT SECTION 2-636. – SHORE PROTECTION BOARD CREATED; APPOINTMENTS; TERMS; QUALIFICATIONS; ADVISORY FUNCTION; REQUIREMENTS; OFFICERS; PROCEDURE; (A) GENERALLY AND/OR (B) ALTERNATE MEMBERS – TO DELINEATE ONE OF THE MEMBERS OR ALTERNATE MEMBERS MAY BE A NONRESIDENT OF THE TOWN PROVIDED SAID MEMBER OR ALTERNATE MEMBER HAS A SPECIAL SKILL AS IT RELATES TO SHORE PROTECTION.

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

**Section 1.** Chapter 2, Article X, of the Town's Code of Ordinances is hereby amended at Section 2-626,

**"Sec. 3.01. – Shore protection board created; appointments; terms; qualifications; advisory function; requirements; officers; procedure.**

(a) *Generally.* A board of the town to be known as the "Shore Protection Board" is hereby created; such board to be composed of seven members to be appointed by the town council. Two of such board members shall hold office from the date of their appointment for a period of one year; two of such board members shall hold office from the date of their appointment for a period of two years and three of such board members shall hold office from the date of their appointment for a period of three years. Thereafter, members of the shore protection board shall hold office for three year terms. Any member who has served two full three year terms shall no longer be eligible for reappointment, however, a member may be reappointed by town council upon the expiration of one full year subsequent to their terms having expired. This provision shall not be applicable to those members subject to reappointment in 2017 who, upon reappointment, may serve one additional three year term. Members of the board shall be residents of the town; however, one of the members may be a nonresident of the town provided said member has a special skill as it relates to shore protection. If a vacancy shall occur other than by the expiration of a term, it may be filled by the town council for the unexpired term.

(b) *Alternate members.* The town council shall appoint three alternate members to the shore protection board who shall serve when called upon by the chair of the board in the absence of any regular member. Alternate members are required to attend all meetings of the board and are subject to the same attendance requirements as regular members with the same provisions relating to excused absences being applicable. Alternate members shall not vote on any matter unless they are sitting to fill the position of a regular member of the commission who is absent or in the event of a conflict of interest; however, alternate members may participate in the discussion of matters coming before the board whether they are sitting as voting members or not. Alternate members of the board shall be residents of the town; however, one of the alternate members may be a nonresident of the town provided said alternate member has a special skill as it relates to shore protection. At any given time, there can only be one nonresident of the town serving as either a regular member or an alternate member.

(c) *Removal provisions.* All members of the shore protection board serve at the pleasure of the town council and may be removed from the board with or without cause. Members of the board shall be automatically removed for lack of attendance. Lack of attendance shall be defined as a failure to attend three regularly scheduled meetings in any one calendar year. Excused absence due to illness, a death in the family, religious holidays and requirements of legal process shall not constitute lack of attendance. The member shall notify the town manager's office in writing of the board member's intended absence at least seven business days prior to the regularly scheduled meeting. Failure to do so, absent an emergency which prevents timely notice, will cause the absence to be unexecuted. Excused absences shall be entered into the minutes of the next regularly scheduled meeting of the board after the absence. A member may petition the town council, in the event of extenuating circumstances, to excuse an absence otherwise not automatically excused pursuant to the provisions of this Code.

(d) *Frequency of meetings.* The board shall meet on an irregular schedule, whenever such meetings shall be called either at the discretion of the chairman or at the direction of the town council.

(e) *Officers, rules of procedure.* The shore protection board shall elect a chairman and a vice chairman and may adopt procedures for the conduct of its meetings. Four voting members of the board shall constitute a quorum, however, the affirmative or negative vote of a majority of the entire membership of the board shall be necessary for it to take action.

(f) *Advisory capacity.* The shore protection board shall act in an advisory capacity to the town council and shall make recommendations to the town council on all matters relating to shore protection in the town including, but not limited to, issues relating to beach nourishment, coastal armoring, the sand transfer plant and matters relating to the town's Lake Worth Lagoon shoreline. In addressing these matters, the scope of the shore protection board's duties shall include long term planning, budgeting, lobbying, public education, and intergovernmental coordination.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2018, and for second and final reading on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Gail L. Coniglio, Mayor

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Richard M. Kleid, Town Council President

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Danielle H. Moore, Council President Pro Tem

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Julie Araskog, Town Council Member

ATTEST:

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Bobbie Lindsay, Town Council Member

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Kathleen Dominguez, Town Clerk

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Margaret A. Zeidman, Town Council Member

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# TOWN OF PALM BEACH

Town Council Meeting on: January 9, 2018

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## Section of Agenda

Ordinances - First Reading

### Agenda Title

**ORDINANCE NO. 03-2018** 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; Amending Section 42-198, Relating To The Operation of Certain Machinery; Expanding The Period Of The Year During Which There Is A Prohibition On The Operation Of Said Machinery; Providing For Additional Prohibitions; Amending Section 42-199, Hours For Construction Work, At Subsection (B) So As To Expand The Limitations On The Months, Dates And Times During Which Construction Work May Be Undertaken; Amending Section 42-230, Lawn Maintenance Equipment Noise, So As To Provide That Lawn Maintenance Shall Be Limited To The Hours Outlined For Construction Work Set Forth In Section 42-199; Providing Exceptions For The Operation Of Lawn Maintenance Equipment By Residents, And For Golf Course Maintenance Equipment; Providing Regulations Relating To The Operation Of Leaf Blowers, And Prohibiting The Commencement of Large Scale Landscape Installation At Any Time on Saturdays; Providing For Repeal Of Ordinances In Conflict; Providing For Codification; Providing An Effective Date.

**TIME CERTAIN: 11:00 A.M.**

### Presenter

Jay Boodheshwar, Deputy Town Manager

### ATTACHMENTS:

- ▣ **Memorandum Dated January 2, 2018, from Jay Boodheshwar, Deputy Town Manager**
- ▣ **Ordinance No. 03-2018**

# TOWN OF PALM BEACH

Information for Town Council Meeting on: January 9, 2018

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To: Mayor and Town Council

Via: Thomas G. Bradford, Town Manager

From: Jay Boodheshwar, Deputy Town Manager

Re: Amendment of Town Code, Relative to Construction and Landscape Maintenance  
**Ordinance No. 03-2018**

Date: January 2, 2018

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## **STAFF RECOMMENDATION**

Staff recommends that Town Council adopt Ordinance No. 03-2018, amending Chapter 42 of the Town Code of Ordinances, relative to construction and landscape maintenance hours.

## **GENERAL INFORMATION**

After numerous months of research and review by the ORS Committee, as well as consideration given to the feedback received from the public and construction/landscape maintenance industry representatives, the attached ordinance represents its final recommended amendments to Chapter 42 of the Town Code of Ordinances. Adoption of said ordinance will modify construction and landscaping hours and include the following amendment highlights:

- An earlier end of the summer construction season
- Prohibition of loud work on Saturdays on a year-round basis
- Establishment of consistency in the hours permitted for construction and landscape maintenance work on a year-round basis

The specific sections of Chapter 42 proposed for amendment include Section 42-198. *Operation of certain machinery during winter, Saturdays, Sundays and legal holidays, including the Friday immediately after Thanksgiving*; Section 42-199. *Hours for construction work*; and Section 42-230. *Lawn maintenance equipment noise*. See the attached ordinance, which was prepared in strike through/underline format, for specifics on the proposed amendments.

## **TOWN ATTORNEY REVIEW**

Ordinance No. 03-2018 was approved by the Town Attorney for legal form and sufficiency.

Attachment

cc: John Randolph, Town Attorney  
Department Directors

## ORDINANCE NO. 03-2018

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; AMENDING SECTION 42-198, RELATING TO THE OPERATION OF CERTAIN MACHINERY; EXPANDING THE PERIOD OF THE YEAR DURING WHICH THERE IS A PROHIBITION ON THE OPERATION OF SAID MACHINERY; PROVIDING FOR ADDITIONAL PROHIBITIONS; AMENDING SECTION 42-199, HOURS FOR CONSTRUCTION WORK, AT SUBSECTION (b) SO AS TO EXPAND THE LIMITATIONS ON THE MONTHS, DATES AND TIMES DURING WHICH CONSTRUCTION WORK MAY BE UNDERTAKEN; AMENDING SECTION 42-230, LAWN MAINTENANCE EQUIPMENT NOISE, SO AS TO PROVIDE THAT LAWN MAINTENANCE SHALL BE LIMITED TO THE HOURS OUTLINED FOR CONSTRUCTION WORK SET FORTH IN SECTION 42-199; PROVIDING EXCEPTIONS FOR THE OPERATION OF LAWN MAINTENANCE EQUIPMENT BY RESIDENTS, AND FOR GOLF COURSE MAINTENANCE EQUIPMENT; PROVIDING REGULATIONS RELATING TO THE OPERATION OF LEAF BLOWERS, AND PROHIBITING THE COMMENCEMENT OF LARGE SCALE LANDSCAPE INSTALLATION AT ANY TIME ON SATURDAYS; 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, Division V, Noise, Section 42-198 to read as follows:

**"Sec. 42-198.        Operation of certain machinery during winter, Saturdays, Sundays and legal holidays, including the Friday immediately after Thanksgiving.**

- (a) *Prohibited.* During the period of the year commencing on the Monday prior to Thanksgiving of each year December 1 and ending April 30, and on all Saturdays, Sundays and legal holidays throughout the year, including the Friday immediately after Thanksgiving, no person shall operate or cause to be operated the following machinery or equipment within the town:

- (1) Dredges, whether used in making hydraulic fills, dry fills, piledriving or any other purpose.
- (2) Hammer-driven piledrivers, whether operated from water or land, or from motor truck or tractor, and whether stationary or moveable.
- (3) Gasoline, diesel and/or steam engines, operated in such a manner as to emit odors or noises offensive or disagreeable to the inhabitants of the town.
- (4) Dry sandblasting machines and jackhammers.
- (5) Any other class of machinery or appliance that in its operation would render the enjoyment of property within the town less agreeable than if such appliances or machinery were not operated.

(b) *Exceptions.*

- (1) It shall be within the discretion of the town council when, in its opinion, the operation of any of the prohibited machinery or appliances mentioned in subsection (a) of this section shall not be overly offensive to the residents or inhabitants of the town, in the vicinity of the equipment's operation, to grant an exception to this section.
- (2) The operation of equipment relating to essential services of the town and equipment operation during emergency conditions shall be exempt from subsection (a) of this section."

Section 2. Chapter 42, Article V, of the Town's Code of Ordinances is hereby amended at Section 42-199 to read as follows:

**"Sec. 42-199. - Hours for construction work.**

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Construction work* means work of a physical nature requiring a permit in accordance with the provisions of this Code and/or violates the conditions of section 42-198 and/or violates the conditions of this section, and/or causes excessive noise as defined by section 42-228.

- (b) *Limited.* Beginning on the Monday preceding Thanksgiving, and ~~D~~during the months of December, January, February, March, and April of each year, construction work or other work resulting in

noise tending to disturb the people in the vicinity thereof shall not begin until the hour of 8:00 a.m., and shall cease at the hour of 5:00 p.m., except Saturday, Sunday, and legal holidays, when all construction work is prohibited. In no event shall heavy equipment or other construction-related noise be permitted before 9:00 a.m. At all other times ~~(May through November)~~, such work may commence at 8:00 a.m. and cease at the hour of 6:00 p.m., except Saturdays, Sundays and legal holidays, including the Friday immediately after Thanksgiving, when all construction work is restricted or prohibited. Construction work is permissible on Saturdays from May through the Monday preceding Thanksgiving, but subject to the following restrictions: work shall not begin until the hour of 9:00 a.m. and shall cease at the hour of 5:00 p.m.; all work must be quiet in nature during which all of the noise and machinery prohibitions identified in Section 42-198 are applicable; material deliveries are prohibited in all cases unless the Building Official waives such restriction due to compelling circumstances; concrete pours and concrete sawing is prohibited unless the Building Official waives such restriction due to compelling circumstances; and the razing of buildings is prohibited, with the exception of non-mechanized debris clean-up. However, tThe permitted hours for construction work in the C-WA zoning district shall be ~~only from~~ 8:00 a.m. until 8:00 p.m. during the months commencing May 1 and ending on October 31, except Sunday and legal holidays, when all construction work is prohibited.

(c) *Exceptions.*

- (1) It shall be within the discretion of the town council when in its opinion the operation of any of the prohibited machinery or appliances mentioned in subsection 42-198(a) shall not be overly offensive to the residents or inhabitants of the town in the vicinity of the equipment's operation to grant an exception to this section.
- (2) The operation of equipment relating to essential services of the town and equipment operating during emergency conditions shall be exempted from subsection (a).
- (3) At the discretion of the director of planning, zoning and building, or his representative, emergency work for nontown related essential services may be authorized at any time during the year.
- (4) Interior work not resulting in noise tending to disturb people in the vicinity thereof, shall be allowed during the hours of 9:00 a.m. and 5:00 p.m. on Saturdays during the period commencing on the Monday preceding Thanksgiving on ~~December 1~~ and ending on April 30.

- (5) The town council, in its discretion, for the benefit of the health, safety and welfare of the residents of the town may, by resolution, temporarily amend the hours for construction work referenced herein."

Section 3. The Code of Ordinances of the Town of Palm Beach is hereby amended at Chapter 42, Environment, Division V, Noise, Section 42-230, to read as follows:

**"Sec. 42-230. Lawn maintenance ~~equipment noise~~.**

- (a) ~~Lawn maintenance in the town shall be limited to the hours outlined for construction work at section 42-199. Operation of lawn maintenance equipment shall be limited to the hours outlined for construction work at section 42-199, including the prohibitions stated therein on Sundays and all legal holidays. Nothing in this section shall preclude the operation of lawn maintenance equipment on Saturdays or the Friday immediately after Thanksgiving.~~
- (b) ~~Additionally, n~~Nothing in this section shall preclude the operation of lawn maintenance equipment, ~~including leaf blowers,~~ by residents after 9:00 a.m. on Saturdays, Sundays or legal holidays, including the Friday immediately after Thanksgiving. Further, golf course maintenance equipment within the town is not restricted during the hours outlined ~~herein: for construction work at section 42-199;~~ however, such golf course maintenance equipment shall not be used before 8:00 a.m. or after 5:30 p.m. on any day at locations within 300 feet of residential properties, except in the event of valid emergencies and once per month for purposes of chemical spraying or fertilizing. The sound level meter measurement shall be no greater than 75 dBA measured 50 feet from the point of operation of the equipment. The sound level meter measurement shall not be applicable to lawn maintenance equipment used on golf courses.
- (~~bc~~) Lawn maintenance equipment includes but is not limited to lawn mowers, edgers, hedge trimmers, yard tractors, leaf blowers, lawn vacuum machines, and monofilament line grass trimmers.
- (~~ed~~) ~~Leaf blowers shall be prohibited from use between the hours of 5:00 p.m. and 9:00 a.m. Additionally, during the period of the year commencing December 1 and ending April 30, leaf blowers may be used on Saturdays only from 9:00 a.m. to 12:00 p.m.~~ Leaf blowers shall not exceed a decibel level of 65 dBA as measured at 50 feet

from the point of operation. It shall be unlawful to blow, sweep or rake yard trash or clippings into the public street or storm drains.

- (e) There shall be no commencement of large scale landscape installation at any time on Saturdays."

Section 4. Severability.

If any provision of this Ordinance or the application thereof is held invalid, such invalidity shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid provisions or applications, and to this end the provisions of this Ordinance are hereby declared severable.

Section 5. Repeal of Ordinances in Conflict.

All other ordinances of the Town of Palm Beach, Florida, or parts thereof which conflict with this or any part of this Ordinance are hereby repealed.

Section 6. Codification.

This Ordinance shall be codified and made a part of the official Code of Ordinances of the Town of Palm Beach.

Section 7. 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 9<sup>th</sup> day of January, 2018, and for second and final reading on this 13<sup>th</sup> day of February, 2018.

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Gail L. Coniglio, Mayor

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Richard M. Kleid, Town Council President

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Danielle H. Moore, Council President Pro Tem

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Julie Araskog, Town Council Member

ATTEST:

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Bobbie Lindsay, Town Council Member

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Kathleen Dominguez, Town Clerk

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Margaret A. Zeidman, Town Council Member